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**AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS - 473 S. Main Street, Room #106
WEDNESDAY, November 4, 2009 - at 6:30 P.M.**

1. **Call to Order**
 2. **Roll Call**
 3. **Pledge of Allegiance**

 4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Regular Session – October 21, 2009
 - b) **Set Next Meeting, Date and Time:**
 - 1) November 12, 2009 at 9:00 a.m. – Strategic Planning Retreat
 - 2) November 18, 2009 at 6:30 p.m. – **COMBINED** Regular Session & Council Hears Planning & Zoning Matters
 - 3) November 25, 2009 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**
 - 4) December 2, 2009 at 6:30 p.m. – Regular Session
 - 5) December 16, 2009 at 6:30 p.m. – **COMBINED** Regular Session & Council Hears Planning & Zoning Matters
 - 6) December 23, 2009 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**
 5. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, and Yavapai County Water Advisory Committee. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
 6. **Call to the Public for Items not on the Agenda**
 7. **Presentation by Salt River Project representatives Manager of Water Rights and Contracts David C. Roberts and Jeff Ehlers, Patrick Sigl, and Steve Westwood with respect to the status of the Town of Camp Verde water rights. Staff Resource: Michael Scannell**
- Mayor Burnside requested item #8
8. **Discussion, consideration, and possible approval of Resolution 2009-788, a Resolution of the Common Council of the Town of Camp Verde, Yavapai County, Arizona, supporting the Public Planning efforts regarding the future use and management of the area described as the Verde Front located within the Prescott National Forest including the Greenway Corridor of the Middle Verde River as managed by Arizona State Parks. USFS Representative Dee Hines will be available to answer Council's questions.**
 9. **Discussion, consideration, and possible authorization to execute the contract with Kitchell to perform the technical aspects of the required energy analysis, and to complete and submit the application to the Arizona Department of Commerce Energy Efficiency and Conservation Block Grant in the amount of \$91,150.97. The cost for this service is \$4,375 and is an unbudgeted item from the Contingency Fund. Staff Resource: Ron Long**
- Councilor Garrison requested item #10:
10. **Discussion, consideration, and possible direction to staff regarding the operation of the Town's Weight Room.**
 11. **Discussion, consideration, and possible approval to appropriate into the 2009-10 budget \$41,500 of RICO funds the Marshal's Office received from the Yavapai County Anti-Racketeering Fund. This is unbudgeted revenue. Staff Resource: David R. Smith**
 12. **Possible approval of the Intergovernmental Agreement between the Yavapai-Apache Nation and the Town of Camp Verde for police dispatch service. Staff Resource: David R. Smith**
 13. **Possible approval of the amended and restated Mutual Aid Intergovernmental Agreement between the Yavapai-Apache Nation and the Town of Camp Verde for mutual use of law enforcement personnel and resources. Staff Resource: David R. Smith**

14. Possible authorization for staff to terminate the contract with Lincoln Financial, the company that currently provides short-term disability insurance to Town employees. Staff Resource: David R. Smith

Councilor Roulette requested item #15:

15. Discussion and possible consideration of either suspending or repealing the Transaction Privilege Tax imposed on commercial rentals that house retail merchants, followed by direction to staff to research the matter.

Mayor Burnside requested item #16 &17:

16. Discussion, consideration, and possible selection of projects to recommend to the Yavapai Apache Nation for consideration as a contribution from the Cliff Castle Gaming Facility, pursuant to the Tribal-State Gaming Revenue Sharing-distribution.

17. Discussion, consideration, and review of the Performance Evaluation Procedures for Council-appointed staff as adopted by Council in 2004 and amended in 2005, followed by possible direction to staff relative to including the new procedures in a document, such as the Personnel Manual or in the Council Policies, Rules, and Procedures Manual.

18. Call to the Public for Items not on the Agenda.

There will be no public input on the following items:

19. **Advanced Approvals of Town Expenditures**
a. There are no advanced approvals.

20. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

21. **Adjournment**

Posted by: *C Jones*

Date/Time: 10-30-09 8:45 a.m.

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

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**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, October 21, 2009
6:30 P.M.**

**Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Council motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion**

1. **Call to Order**

The meeting was called to order at 6:30 p.m.

2. **Roll Call**

Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, Baker, Roulette and German were present; Councilor Garrison was absent.

Also Present: Town Manager Michael Scannell, Marshal Dave Smith, Public Works Director Ron Long, Acting Community Development Director Mike Jenkins, Asst. Planner Jenna Paulsen, Library Director Gerard Laurito, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Boy Scout Troop 193 Members Chris Poeppel and Daniel McInnis.

4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

a) **Approval of the Minutes:**

- 1) Regular Session – October 7th, 2009
- 2) Special Session – October 7th, 2009
- 3) Executive Session – October 7th, 2009 (recorded)

b) **Set Next Meeting, Date and Time:**

- 1) October 28, 2009 at 6:30 p.m. – Council Hears Planning & Zoning Matters
- 2) November 4, 2009 at 6:30 p.m. – Regular Session
- 3) November 18, 2009 at 6:30 p.m. – **COMBINED** Regular Session & Council Hears Planning & Zoning Matters
- 4) November 25, 2009 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**
- 5) December 2, 2009 at 6:30 p.m. – **COMBINED** Regular Session & Council Hears Planning & Zoning Matters
- 6) December 16, 2009 at 6:30 p.m. – Regular Session
- 7) December 23, 2009 at 6:30 p.m. – Council Hears Planning & Zoning Matters - **CANCELLED**

c) **Possible approval of Proclamation declaring October as Community Planning Month.** Staff Resource: Mike Jenkins

d) **Possible approval of the transfer of the budget appropriation for DSL, expenses appropriated in the General Fund Municipal Court's budget (line item 01-20-30-7065) to the Magistrate's Special Revenue Fund Fill the Gap line item (05-60-68-7651).** Staff Resource: Lisa Elliott

e) **Possible approval of Agreement for Contracted Services and Municipal Lease with the Camp Verde Historical Society for Museum spaces, services, and historical preservation.** Staff Resource: Michael Scannell

f) **Possible approval of Qwest T-1 Line Agreement and authorization for the Town Manager to execute the agreements.** This is a budgeted item in the General Fund. Staff Resource: Michael K. Scannell

g) **Possible approval of the three (3) year Microsoft Agreements for licensed computer software and authorization for the Town Manager to execute the agreements.** This is a budgeted item in the General Fund. Staff Resource: Michael K. Scannell

h) **Possible approval of the transfer of \$7,589 from the budget appropriation for Incode Software (03-50-00-5310) in the Capital Improvement Projects (CIP) Fund to the Computer/Networking Infrastructure Upgrades (03-50-00-5300) line item also in the CIP Fund.** This is a budgeted item in the General Fund. Staff Resource: Lisa Elliott

On a motion by German, seconded by Baker, the Consent Agenda was unanimously approved as presented.

5. **Council Informational Reports.**

German reported on her attendance at the Chamber of Commerce meeting on October 15th; representatives from the State Office of Tourism toured Camp Verde; Tracie Schimikowsky maintained a booth at the Media Marketplace in Scottsdale last Thursday, handing out mementos of Camp Verde. The Chamber will be hosting an Angel Tree for Seniors, and also Lightheart; the Casino now has video conferencing capability for up to 500 people.

Baker telephonically attended the NACOG Area Council on Aging; upcoming budget cuts will affect many senior citizens; the Verde Valley Water Festival will be held tomorrow with 5th Grade classes around the Valley participating at Dead Horse State Park, beginning at 9:15 a.m.

Burnside said that Ms. Schimikowsky will be giving a presentation tomorrow on the Town of Camp Verde to NACOG. Burnside cautioned everyone to help avoid the swine flu by washing your hands. Remember to support your local merchants.

6. **Call to the Public for Items not on the Agenda**

There was no public input.

7. **Presentation by Casey Osborne, CEO and Randall Hauk, Owner/Managing Partner of Oracle Healthcare & Center for Family Medicine, relative to opening a full-time medical practice the first week of November 2009 with 5 physicians, providing services in both Camp Verde and Cottonwood.** Staff Resource: Michael K. Scannell

There was no action taken.

Town Manager Scannell reviewed how he had become aware of the plan to establish a full-time medical practice in Camp Verde, and introduced Casey Osborne, CEO of Oracle Healthcare. Mr. Osborne gave a presentation on the plans of that group that will be staffed by five high-caliber physicians who will provide family healthcare in Camp Verde and Cottonwood, including making house calls when needed. Mr. Casey explained that although the doctors were not on staff at the Verde Valley Medical Center, by choice, they would be available to consult with the hospitalists at that facility regarding their patients. Oracle Healthcare will be opening their office on South Main in Camp Verde to start creating the practice on November 1, 2009.

8. **Discussion, consideration and possible authorization for the manager to proceed in engaging Architect Joel Westervelt, for an amount of \$1,500, to complete a feasibility study and elevation sketch of the Rio Verde Plaza building for possible future expansion of Town Facilities.** *This is an unbudgeted item.* Staff Resource: Michael K. Scannell

On a motion by Baker, seconded by German, the Council unanimously authorized the Manager to proceed in engaging Architect Joel Westervelt, for an amount not to exceed \$1,500, to complete a feasibility study and elevation sketch of the Rio Verde Plaza building.

Scannell explained that, based on concerns expressed by the business community regarding the need to revitalize the Downtown Camp Verde area, it would serve to respond to that concern by contracting with local architect Joel Westervelt to provide a proposal of what it would take to make the Rio Verde Plaza building suitable for occupancy. Such a move would make office space available and would enhance the appearance of the Downtown area. Scannell said that finding the estimated \$1,500 in the budget would be no problem.

Vice Mayor Kovacovich requested the following item.

9. **Discussion and update by Linda Harkness, spokesperson for Citizens Committee for Camp Verde Library (CCCVL), followed by discussion regarding the progress CCCVL has made relative to fundraising efforts for the Camp Verde Community Library.**

There was no action taken.

Linda Harkness, President of the Citizens Committee for Camp Verde Library (CCCVL), gave an update on their past and future fundraising efforts toward the goal of \$3.2 million to build the new library. The current balance on hand, combined with impact fees, the value of the 5 acres, and the Mary Lyons Fund, is approximately \$788,000 toward the goal. Ms. Harkness also outlined details involving the possibility of receiving a \$75,000 grant. The group was commended for their hard work and dedication to the goal of building a new library, as well as their impressive results to date.

10. **Presentation and possible discussion of the quarterly reports from the following:** Note: These Commission minutes covering the last quarter were provided to Council in the monthly reports and are also available in the Clerk's Office and online.

- a. **Board of Adjustments**
- b. **Design Review Board**
- c. **Planning & Zoning Commission**
- d. **Chamber of Commerce**

There was no action taken.

Asst. Planner Paulsen gave the Board of Adjustments and Design Review Board reports; Joe Butner, Chairperson of the Planning & Zoning Commission, reviewed their report; and Tracie Schimikowsky gave the quarterly review for the Chamber of

Commerce.

11. **Discussion, consideration and possible approval of an amendment to the original agreement's scope of work (attached herewith) between FOUR-D LLC, (Peter de Blanc) a telecommunications Consultant, and the Town of Camp Verde adding computer, network, and telecommunications hardware & software implementation, configuration, routine operational activities and user education and training at a cost of \$60.00 per hour and deleting the cap of \$5,100 relative to the assessment phase of the agreement.** *This is a budgeted item in the General Fund. Staff Resource: Michael K. Scannell*
 On a motion by Whatley, seconded by Kovacovich, the Council unanimously approved an amendment to the original agreement's scope of work between FOUR-D LL.C. (Peter de Blanc) a telecommunications Consultant, and the Town of Camp Verde adding computer, network, and telecommunications hardware & software implementation, configuration, routine operational activities and user education and training at a cost of \$60.00 per hour and deleting the cap of \$5,100 relative to the assessment phase of the agreement.

Scannell said that the FOUR-D consultants had been engaged last January or February of this year to provide services to the Town regarding the proposed assessment of the Town's computer network and telecommunications infrastructure and needs over the next approximately 5-year period; the infrastructure will be required for the planned Incode system. The consultants were to also provide their expertise to help with the implementation of that system. The current software system being used by the Town should have been replaced years ago; the new system will introduce a degree of efficiency that is now lacking. The consultants delivered their technology assessment study for approximately \$3,800; their scope has been subsequently expanded beyond the remaining \$1,200 because of complexities revealed in the initial assessment that were never contemplated. Because of that, the Council is being requested to approve the subject amendment that will expand the scope of services, remove the cap of \$5,100, and continue the rate of \$60.00 per hour, and the cost conceivably will be significant. Scannell outlined the proposed funding available through transfers between budget items, and assured the Council that he would be monitoring the cost and keeping the Council advised throughout the process.

Scannell advised the Council that he and Sr. Acct. Elliott, once a preliminary analysis of the projected cost is made, will be coming back to Council with that estimate, which will be a significant amount.

12. **Discussion, consideration, and possible direction to staff to limit access to the Downtown Park – Townsite Modular Restrooms.** *Staff Resource: Ron Long*

On a motion by Whatley, seconded by Baker, the Council unanimously directed staff to close access to the Downtown Park-Townsite Modular Restrooms after 5:00 p.m. on weekdays, and limit access requiring a financial deposit for cleaning and damage for personal events on weekends, signing out a Not-To-Be-Duplicated key through the Public Works Department.

Public Works Director Ron Long was requested to look into the problem of no drinking water being available at the Town fountains.

Long briefly reviewed the ongoing destructive vandalism on the modular restrooms at the Downtown Park Townsite that is currently open all hours with no monitoring, and recommended that the hours be limited to weekdays, closing at 5:00 p.m., and available on weekends only to private groups by requiring a financial deposit and providing a key that cannot be duplicated.

Long requested that Item 13 be removed from the agenda, and that Item 16 be continued to a meeting when Councilor Garrison will be in attendance.

13. **Discussion, consideration, and possible award of contract to replace two heating/air conditioning units on the gymnasium.** *Staff Resource: Ron Long*

The Council unanimously agreed to remove Item 13 from the Agenda.

Burnside explained that this item was removed from the Agenda, anticipating that staff on November 4 will submit a request to Council to consider expending funds for an energy audit for the purpose obtaining an energy efficiency and conservation block grant which will delay the acquisition of the two units, but there is a strong potential of receiving \$91,000 through the Arizona Department of Commerce to be used to provide energy upgrades for more than the two units.

A recess was called at 8:09 p.m.; the meeting was called back to order at 8:22 p.m.

14. **Discussion, consideration and possible approval of Resolution 2009-794, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting the revised Camp Verde Community Library**

Policies and Procedures. Staff Resource: Gerard Laurito

On a motion by Baker, seconded by Kovacovich, the Council unanimously approved Resolution 2009-794, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting the revised Camp Verde Community Library Policies and Procedures.

Library Director Laurito said that he and his staff had prepared the subject Library Policies and Procedures to replace the former document that had been in effect since 1999. In response to a question regarding whether the Town Attorney had reviewed the document, Scannell explained that in his opinion, based on the content of the Policies and Procedures relating solely to the Library, no legal review should be required, and he believed it was prudent to avoid such unnecessary cost.

15. **Discussion, consideration, and possible approval of Resolution 2009-792 a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting the new personnel manual handbook. Staff Resource: David Smith**

On a motion by German, seconded by Baker, the Council unanimously approved Resolution 2009-792, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting the new personnel manual handbook.

The members briefly referred to some minor modifications that had been discussed with Marshal Smith and incorporated into the proposed handbook, and commended Smith for his due diligence throughout the creation of the handbook into a much more comprehensive and definitive manual than the former document. Smith expressed his appreciation for all the input and assistance he received from the Council members.

Councilor Garrison requested the following item:

16. **Discussion, consideration, and possible direction to staff regarding the operation of the weight room. This may include, but not limited to closing of the weight room.**

The Council unanimously agreed to continue this item to a meeting at which Councilor Garrison will be available.

During the discussion on Item 12, Long had requested that this item be continued.

17. **Discussion, consideration and possible approval of Resolution 2009-791, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Intergovernmental Agreement ("IGA") between the Town of Camp Verde ("Town") and the Arizona State Parks Board ("Board") allowing the Town to provide funding for Fort Verde State Historic Park ("Park") in order to support the staffing of the park. This is an unbudgeted item not to exceed \$16,000. Staff Resource: Michael K. Scannell**

On a motion by German, seconded by Baker, the Council unanimously approved Resolution 2009-791, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Intergovernmental Agreement ("IGA") between the Town of Camp Verde ("Town") and the Arizona State Parks Board ("Board") allowing the Town to provide funding for Fort Verde State Historic Park ("Park") in order to support the staffing of the park.

Scannell advised the Council that the subject Intergovernmental Agreement is the formalization of the proposal by the Town of Camp Verde to commit funding to support ongoing operations of the Fort Verde State Historic Park through December 31st of this year. Scannell added that the State Board and local personnel are very pleased that the Town has risen to the occasion to help preserve a very important asset in the life of Camp Verde. Representatives from the State Parks were present at the meeting to express their appreciation for the support.

Scannell also briefly reported on a meeting he had attended today to discuss with community representatives a long-term plan to deal with the Park after December 31st and into the future. A meeting will be held on October 30th with State Parks to address the Town's interest in the matter and to listen to their interests; Scannell will present that plan possibly at the November 18th meeting.

18. **Call to the Public for Items not on the Agenda.**

There was no public input.

19. **Advanced Approvals of Town Expenditures**

a. **There are no advanced approvals.**

There were no advanced approvals.

20. **Manager/Staff Report**

There was no Manager/staff report.

21. **Adjournment**

On a motion by Baker, seconded by German, the meeting was adjourned at 8:47 p.m.

Bob Burnside, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 21st day of October 2009. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2009.

Debbie Barber, Town Clerk

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**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Subject: Presentation by Salt River Project Representatives

Agenda Title: Presentation by Salt River Project (SRP) representatives David C. Roberts, Manager of Water Rights and Contracts, Jeff Ehlers, Patrick Sigl, and Steve Westwood with respect to the status of the Town of Camp Verde water rights. Staff Resource Michael Scannell

Purpose and Background Information:

The purpose of the agenda item to hear the presentation by Mr. Roberts et al. again and have your questions answered by them. Although, this is a repeat presentation it will be especially valuable to new Council Members that may not have previously heard this information.

Recommendation: Afford the (SRP) representatives David C. Roberts, Manager of Water Rights and Contracts, Jeff Ehlers, Patrick Sigl, and Steve Westwood the opportunity to make their presentation with respect to the status of the Town of Camp Verde water rights to Council and the larger community.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments: N/A

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: N/A

Submitting Department: Town Manager
Action Report prepared by: C. Brown

Contact Person:  Michael K. Scannell



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Resolution 2009-788

Agenda Title (be exact):

Discussion, consideration and possible approval of Resolution 2009-788, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, supporting the public planning efforts regarding the future use and management of the area described as the Verde Front located within the Prescott National Forest including the Greenway Corridor of the Middle Verde River as managed by Arizona State Parks.

Purpose and Background Information:

This item was on the agenda on October 7, 2009 agenda and Council requested more information. **Mr. Dee Hines, District Ranger for the Prescott National Forest will be in attendance at the November 4th Council Session to answer any questions that the Council may have regarding this resolution.** Cottonwood Mayor Diane Joens had previously requested that the Camp Verde Council co-sponsor community meetings seeking input about the Prescott National Forest and Arizona State Parks planning effort for the "Verde Front." The purpose of this Verde Front Collaborative Planning effort is to integrate the Landscape Vision for the Verde Valley, Verde Valley Regional Trails Plan, Verde Valley Regional Plan, management agencies policies, the public's recreational desires, along with good natural resource stewardship, into a single comprehensive look at the public lands recreational needs for the Verde Front area (see attached map). The expected product will be a comprehensive recreation strategy for the area. This integrated strategy would then lend itself to a systematic project-by-project implementation as opportunity presents itself. By co-sponsoring, we ask permission to place the Town of Camp Verde's name on a flyer that we are creating, and to send a representative to four planned public meetings. "Verde Front" is planning two public meetings in the upper Verde Valley at the Cottonwood Public Safety Building on Nov. 5 and Dec. 3, along with two public meetings for the lower Verde Valley in Camp Verde at the Verde District Ranger Station on Nov. 2 and Dec. 7. Tentative time is 6:00 p.m. to 8:30 p.m.

Recommendation (Suggested Motion):

Approve Resolution 2009-788 a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, supporting the public planning efforts regarding the future use and management of the area described as the Verde Front of the Prescott National Forest and the Greenway Corridor of the Middle Verde River.

OR

Move to deny Resolution 2009-788, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, supporting the public planning efforts regarding the future use and management of the area described as the Verde Front of the Prescott National Forest and the Greenway Corridor of the Middle Verde River.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Mayor

Contact Person: Mayor Burnside
Action Report prepared by: V. Jones



**RESOLUTION NUMBER
2009-788**

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, SUPPORTING THE PUBLIC PLANNING EFFORTS REGARDING THE FUTURE USE AND MANAGEMENT OF THE AREA DESCRIBED AS THE VERDE FRONT LOCATED WITHIN THE PRESCOTT NATIONAL FOREST INCLUDING THE GREENWAY CORRIDOR OF THE MIDDLE VERDE RIVER AS MANAGED BY ARIZONA STATE PARKS.

WHEREAS, the Prescott National Forest and Arizona State Parks have initiated and we are coordinating a public planning process regarding the future use and management of the area described as the Verde Front of the Prescott National Forest and the Greenway Corridor of the Middle Verde River, which includes portions of the Prescott National Forest Verde Ranger District from the vicinity of Jerome and Clarkdale at the north to Camp Verde and Beasley Flat at the south and from the FEMA designated 100 year floodplain of the Verde River on the east to the ridge line of the Black Mountain range on the west; and

WHEREAS, the various communities, agencies and local organizations in the Verde Valley have a common interest in planning for the future use and management of the nearby lands of the Prescott National Forest and Arizona State Parks; and

WHEREAS, the Town of Camp Verde is desirous of supporting public planning efforts regarding the future use and management of the area described as the Verde Front of the Prescott National Forest including the Greenway Corridor; and

WHEREAS, the Verde Front planning process will offer opportunities for public input from all areas of the region regarding the planning of this area; and

WHEREAS, the Mayor and Council recognize that improved recreational facilities and sustainable management of the natural environment in this area will benefit the health, safety and well-being of the residents of Camp Verde.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, THAT:

1. The Mayor and Town Council offer support for the public planning process for the future use and management of those portions of the lands of the Prescott National Forest described as the Verde Front including the Greenway Corridor of the middle Verde River; and
2. Do hereby agree to be involved in the planning process as it moves forward, working collaboratively with other jurisdictions, agencies, community leaders and citizens in this effort; and
3. Commit to consider the outcomes of this public planning process, if endorsed by all communities, agencies, local organizations and citizens, as they relate to the ongoing and long-range planning and policymaking efforts for that portion of the Verde Front area, located within our community.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, THIS 4TH DAY OF November 2009.

Bob Burnside, Mayor

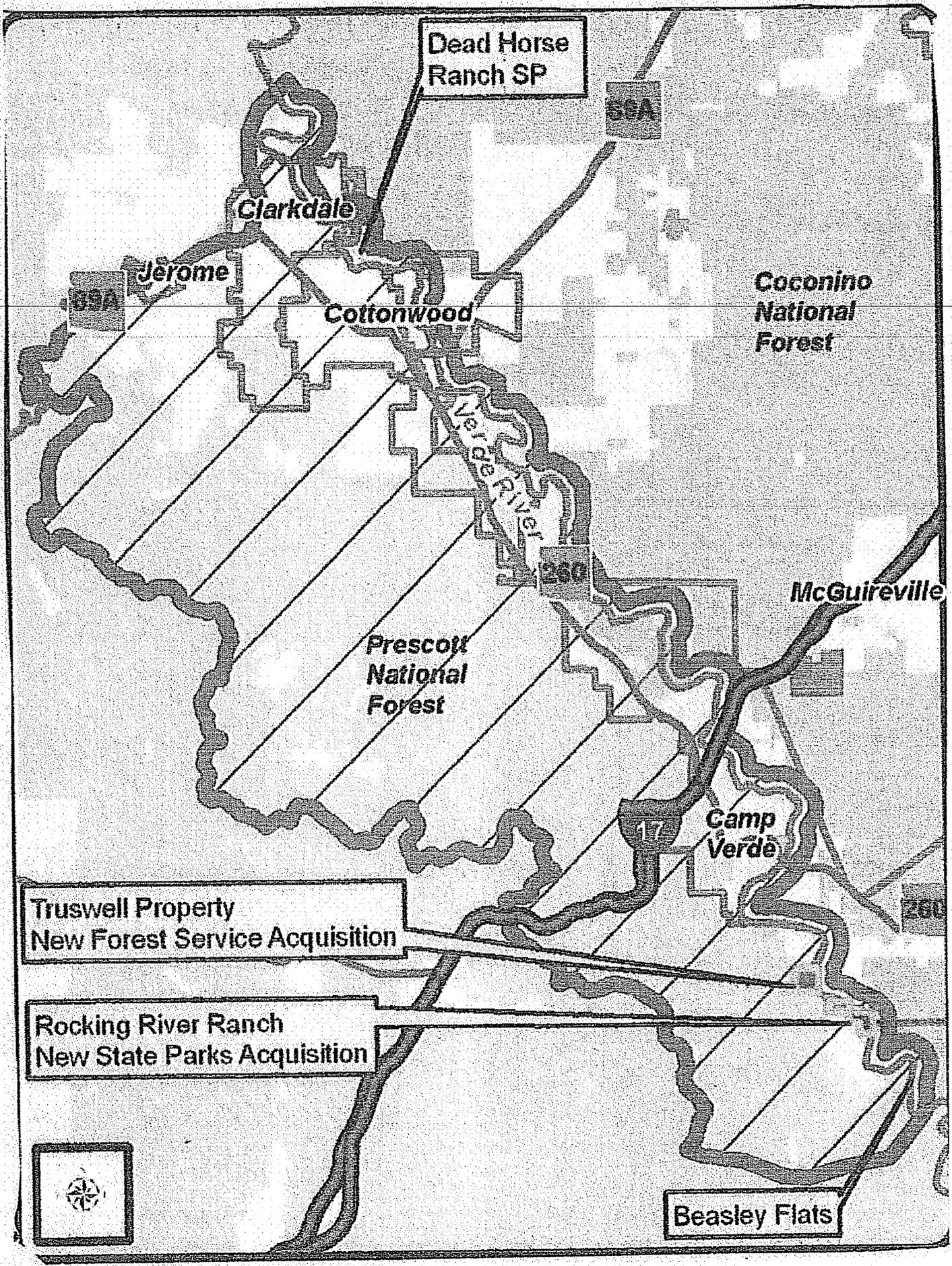
Date

APPROVED AS TO FORM:

ATTEST:

William Sims, Town Attorney

Deborah Barber, Town Clerk



Dead Horse Ranch SP

69A

Clarkdale

Jerome

69A

Cottonwood

Coconino National Forest

Verde River

260

Prescott National Forest

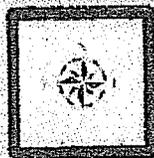
McGuireville

Camp Verde

Truswell Property
New Forest Service Acquisition

Rocking River Ranch
New State Parks Acquisition

260



Beasley Flats

TOWN OF CAMP VERDE, ARIZONA

Meeting Date: November 4th, 2009

Subject: **Approval of Resolution No. _____ declaring support for the Verde Front Planning Program being conducted by the Prescott National Forest.**

From: Chip Norton, Verde Front Planning Committee

REQUESTED ACTION

If the Council desires to approve this item the suggested motion is:

Move to approve Resolution No. _____ declaring support for the Verde Front planning effort bringing together communities, organizations and residents of the Verde Valley to consider project-based strategic planning for the Verde Ranger District of the Prescott National Forest.

BACKGROUND

The Verde Front area is generally described as that portion of the Verde Ranger District of the Prescott National Forest (PNF) extending from approximately Clarkdale and Jerome at the north to Camp Verde and Beasley Flat at the south and from the Verde River to the top of the Black Mountain Range. The Verde Greenway State Natural Area, as managed by Arizona State Parks, is also included in the planning area.

Over the years this area of the Prescott National Forest has received relatively little attention in terms of recreational or general facility development. With continued growth in the surrounding communities, the Forest Service has initiated a planning process to look at this area in terms of a coordinated approach to identifying and prioritizing potential improvements and facilities. The opportunity for the region is to work together to identify a number of realistic, achievable projects that the Forest Service can prioritize for possible action. The ability and willingness of nearby communities and organizations to form partnership relationships with the Forest Service will go a long way towards ensuring various projects will receive support so the necessary work can be done.

Program Summary: As per the outline provided by the Prescott National Forest, a summary of the proposal is as follows:

Purpose

- Through a community-wide post-vision discussion about forest-based recreation interests and issues, develop concrete priorities and next steps for moving forward to realize the Verde Valley Landscape Vision.

Major elements

- Integrate existing trails planning into broadly supported comprehensive trails system.
- Develop a plan for the Greenway, including the future use of the Trusswell Tract and new State Parks acquisition (see map)

Primary steps

1. Hold community meetings in the southern and northern portions of the Verde Valley to broaden involvement and gather and prioritize recreational and related desires/concerns.
2. Develop a clear set of priorities and implementation plans.

Approach

- Shared leadership and responsibility
- Open and inclusive
- Incorporates local knowledge and science
- Mutual learning among all participant

Outcomes

- Clear set of collaboratively developed priorities for implementing the Verde Valley vision.
- An informed and engaged network of community partners working together and with the agencies to implement the plans.

Proposed Draft Meeting Agenda for Verde Front (as per Prescott National Forest)

Meeting 1

Welcome and introductions

Workshop Overview

- Purpose
- Larger context: VV Vision, Regional Trails Planning, Greenway Corridor Planning, PNF Forest Plan Revision and Recreation Strategy
- Specific opportunities

Small group work, including maps – draft questions...

- What areas are you interested (current, potential) in this landscape and why?
- What resource issues and concerns do you have and where (e.g., shooting, critical habitat southwestern flycatcher, dumping, dispersed camping, etc.)
- What specific ideas, suggestions do you have to realize the VV landscape vision?

Cross-group sharing

Needs and Next Steps

Meeting 2: More in-depth discussion about specific hot spots (based on synthesis of small group map work in meeting 1.)

Summary of Existing and Proposed Facilities:

Additional facilities may be determined through the public input process. Known projects at this time include the following:

A. Existing Verde Front PNF Recreation Facilities:

The following list includes the designated recreation facilities in the Middle Verde area of the Prescott National Forest. (As per PNF Recreational Facility Analysis)

1. Grief Hill Trailhead
2. Hayfield Draw OHV Area
3. Black Canyon Fishing Area
4. Prairie Lane Fishing Area
5. Bignotti Picnic Area
6. Skidmore Day Use Area
7. Sheeps Crossing Fishing Area
8. Clear Creek Fishing Area
9. White Bridge Picnic Area
10. Beasley Flat Picnic Ground

B. Proposed facilities for expansion or development:

The following includes other known existing or proposed recreational facilities:

1. West Mingus Avenue Recreation Area - *Proposed*
2. Black Canyon Trailhead - *Relocate and develop new trailhead facility*
3. Sheep Driveway Trail - *Historic route*
4. Copper Canyon Trailhead

C. Verde River Greenway

1. Rockin' River Ranch
2. Truswell Property

JUSTIFICATION/BENEFITS/ISSUES

The future use and condition of the Prescott National Forest in the Verde Valley, as well as the Verde River Greenway corridor is of the greatest concern to all residents of the region. Potential improvements to specific areas adjoining the Town of Camp Verde offer long-term benefits for watershed and natural resource values, quality of life benefits and a range of direct and indirect economic development benefits.

COST/FUNDING SOURCE

No additional costs for participating in Forest planning program.

ATTACHMENTS

- o Resolution in support of Verde Front planning program.
- o Map of Verde Front area.

#19



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Execution of the contract with Kitchell for the Implementation of the Arizona Department of Commerce (DOC) Energy Efficiency and Conservation Block Grant (EECBG).

Agenda Title (be exact):

Discussion, consideration, and possible action authorizing the Town Manager to execute a contract with Kitchell Contractors for the preparation of the documentation required for the EECBG application.

Purpose and Background Information: Through the Department of Energy (DOE) American Recovery and Reinvestment Act (ARRA) The Arizona Department of Commerce is soliciting projects that increase energy efficiency, reduce energy use, and reduce fossil fuel emissions. The Town of Camp Verde is eligible to receive entitlement funding of \$91,150.97 direct from the Arizona Department of Commerce Energy Office; The Town is *not* required to provide matching or leveraged funds. Staff has targeted the entitlement funds for an equipment retrofit at the Public Works/Parks and Recreation campus. The building currently has nine (9) HVAC units that are all aged and inefficient compared to current available technology. Additionally the building is included in the Town Hall Master Plan: the upgraded units will be in service for the next 10-15 + years, providing the Town with the greatest potential energy savings. Kitchell will perform the technical aspects of the required energy analysis, complete and submit the Grant application to the DOC by November 30 2009 (extended from the original October 30th deadline). Once the grant is funded, the Town will have 18 months to complete the retrofit. Kitchell, headquartered in Phoenix, is a full-service organization founded in 1950, and brings 23 years experience providing energy efficiency services to client s world wide.

Recommendation (Suggested Motion):

Move to authorize the Town Manager to execute the contract in the amount of \$4,375.00 with Kitchell to complete the energy analysis, prepare and submit the EECBG.

Finance Review: **Budgeted** **Unbudgeted** –The Town Finance Director recommends a draw down of the contingency fund in the amount of \$4,375.00

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: N/A

Submitting Department: Public Works

Contact Person: Michael K. Scannell
Action Report prepared by: D. Ranney



The Town of Camp Verde

Proposal for Professional Services

October 23, 2009

Introduction / Summary

Kitchell has always been known for being a full-service organization to its clients. From preconstruction to close out, we are always looking for ways to save money and add value to a project. This is because we believe that every client deserves the best value possible.

As an extension of that commitment, Kitchell also offers grant writing services for its clients. Grants are an excellent way to fund specific areas of a project by accessing monetary resources available from hundreds of businesses and organizations. However, grant writing is a complicated and exacting undertaking – and very few companies have the time or staff to dedicate to the process. The professional staff at Kitchell can take the burden off of you and find you the funding you need.

Kitchell's Grant Writing Services include:

- Searching available grant opportunities
- Targeting potential projects and
- Developing plans eligible for various grant opportunities
- Developing highly targeted grant proposals for submittal. This includes preparing all components, researching requirements, assembling documentation and completing applications
- Fostering relationships with grant sponsors
- Following up and tracking submittals

In other words, we do the work...you get the money!

Project Description, Scope and Deliverable

Project 1 – City Hall EECBG

Grant 1: EECBG Funding from the State of Arizona

Status: The EECBG allocation for the Town of Camp Verde is \$91,150. The grant application is due by November 30, 2009. Kitchell will prepare the documentation required for the grant application by November 18, 2009 so that the application and project can be reviewed and approved by Council.

Opportunity: The Arizona Department of Commerce Energy Office will award grant funding to pay for energy efficiency upgrades and renewable energy alternatives. The Town of Camp Verde has targeted the use of these funds for an equipment retrofit at the Public Works/Parks and Recreation Building. Kitchell will perform energy efficiency calculations in order to determine the total energy saved by upgrading HVAC equipment to high efficiency models.

**Kitchell can help you locate other grant opportunities
to build the projects that are important to your community.**

Fees

The fees to complete and deliver the professional services as described in this proposal are defined in the following matrix. Fees are in effect for 90 days from the date of this proposal.

Professional services related to this proposal are estimated to be:

Project	Kitchell Services	Hourly Rate	Estimated Cost	Deadline
Project 1 – City Hall EECBG	Grant Writing	\$125	\$2,500 (20 hours)	11/18/2009
	Energy Efficiency Consulting	\$125	\$1,875 (15 hours)	11/18/2009
	TOTAL		\$4,375	

Reimbursable Costs

Reimbursable costs are to be billed and paid in addition to the rates quoted above. Reimbursable costs will be billed, at cost, directly as they are incurred and include travel expenses (including hotel and gas), duplicating services, and overnight mail service and postage.

Authorization to Proceed

Upon receipt of this signed Authorization to Proceed, Kitchell will deliver a fully executable agreement for consulting services.

Respectfully Submitted,

Joe Duvall, Division Manager
Kitchell Contractors, Inc. of Arizona
Date

Name:
Organization:
Date:



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible direction to staff regarding the operation of the weight room. This may include, but not limited to closing of the weight room.

Purpose and Background Information

The Town of Camp Verde currently has three or more fitness centers located within the Town limits. Council needs to discuss the advantages and disadvantages of keeping the weight room open.

Recommendation (Suggested Motion):

OR

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Councilor Garrison

Contact Person: Councilor Garrison

Action Report prepared by: v. Jones

The weight room is located at the rear of the Public Works/Parks & Rec building at Main and Hollamon St. The entrance to the weight room faces the Ramada and soccer fields.

Equipment in the gym has all been donated from various facilities and or organizations. There cable machines, free weights, benches and a few aerobic machines.

There are currently 11 paying members, assessed \$15/month – membership was increased effective October 16th to \$30/month. (One membership expired in Sept and has not renewed, one will renew in October, three renew in November, one in December, three renew in January and 2 renew in April 2010). Total revenue from the weight room in the 08/09 budget year was \$1,557.

There are three gyms in Camp Verde. Verde Bar Bell charges \$39.99 start up fee and \$29.99 per month. Curves charges \$39.00 per month or offers other membership plans Snap Fitness has various plans but basic membership is \$25 key fee and \$30 per month.

There are 19 *known* non-paying employees or family members, town volunteers, fire fighters or others eligible to use the facility

On average there are 18 entries per month on the sign in sheet to pick up the key.

Most members must get entry into the facility by coming to the front desk at Parks/Rec, opening the door to the weight room then returning the key to the front desk. Other individuals have their own keys to enter and use the room without accessing the front desk. There is currently no key control and it appears that keys have been duplicated outside of Town control.

There is no employee monitoring the gym it is unknown if the membership rules of use and safety are being followed.

Wiring and other equipment for our telephone system is run through this room and is exposed; there are some holes in the walls; one is around the base of an electrical panel. Both situations raise additional security and safety concerns.

On more than one occasion, maintenance staff has had to remove large amounts of trash brought in and left in the dressing room. Also, people have urinated in the dressing room and it is not uncommon for bottles of urine to be left for staff to remove; this behavior continues in spite of the public restrooms just outside the door.

#11



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible approval to appropriate into the 2009-10 budget \$41,500 of RICO funds the Marshal's Office received from the Yavapai County Anti-Racketeering Fund.

Purpose and Background Information:

The Marshal's Office received \$41,500 in RICO funds from the Yavapai County Anti-Racketeering fund. These funds can only be expended for certain criteria as determined by federal and state regulations. This disbursement of RICO funds was unanticipated and therefore not included in the final budget for FY2009-10. In order to expend these funds, the following must occur:

1. The Town Council must appropriate the funds; and
2. Expenditures throughout the remaining budgetary units must be reduced by \$41,500 so as to not exceed the total budget appropriations as established in the adopted final budget.

Staff budgeted \$108,174 for the possibility of receiving a COPS grant. We were advised by the Department of Justice that we were not awarded this grant. Therefore there is sufficient reduction in the budget to ensure that any RICO funds expended are offset with reduced expenditures throughout the remaining budget. Any RICO funds not expended in the 2009-10 fiscal year will be formally appropriated in the 2010-11 fiscal year budget.

Recommendation (Suggested Motion):

Move to appropriate into the 2009-10 budget the \$41,500 of RICO funds the Marshal's Office received from the Yavapai County Anti-Racketeering Fund.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund:

Attorney Review: **Yes** **No** **N/A**

Attorney Comments:

Submitting Department: Marshal's Office and Finance Department

Contact Person: David R. Smith

Action Report prepared by: David R. Smith and Lisa Elliot



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: I.G.A.

Agenda Title (be exact):

Discussion, consideration, and possible approval of the Intergovernmental Agreement between the Yavapai-Apache Nation and the Town of Camp Verde for police dispatch services.

Purpose and Background Information:

The current IGA to provide police dispatch services to the Yavapai-Apache Police Department expired on June 30, 2009. The new IGA will allow the Marshal's Office to continue providing dispatch services to YAPD for three more years.

In a discussion with Y.A.P.D.'s Chief of Police, Jesse Alvey, the Yavapai-Apache Police Department fully intends to continue contracting with the Marshal's Office for dispatch services. He will be presenting the IGA to his council as soon as possible.

Both our attorney Bill Simms and the Tribe's attorney Linda Samels have reviewed the Intergovernmental Agreement.

Recommendation (Suggested Motion):

Move to approve the Intergovernmental Agreement between the Yavapai-Apache Nation and the Town of Camp Verde for dispatch services.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund:

Attorney Review: **Yes** **No** **N/A**

Attorney Comments:

Submitting Department: Marshal's Office

Contact Person: David R. Smith

Action Report prepared by: David R. Smith

INTERGOVERNMENTAL LAW ENFORCEMENT DISPATCHING AGENCY

This agreement is made pursuant to ARS 11-952 authorizing intergovernmental agreements between public agencies for the purpose of contracting services, exercise of common powers, and mutual aid, by and between town of Camp Verde, Arizona, a municipal corporation, hereinafter called "TOWN", and Yavapai-Apache Nation, Arizona, hereinafter called "NATION".

WITNESSETH:

WHEREAS, it would be in the best interests of "TOWN" and "NATION" to consolidate law enforcement dispatching systems in their adjoining jurisdictions for economical operation and better response time; and

WHEREAS, TOWN has facilities and equipment for providing said law enforcement dispatching services, and whereas; pursuant to ARS 9-240.B (12) TOWN has authority to enter in to this agreement: and whereas pursuant to the Yavapai-Apache Nation Constitution, Article V, Section (o),(v), and (w) NATION has authority to enter into this agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. **Purpose** This Agreement is made to provide centralized and uniform dispatching of police on a twenty-four (24) hour basis in the areas of TOWN and NATION.

2. **Services** TOWN agrees to relay or use its best efforts in attempting to relay messages received by the dispatch center of the Camp Verde Marshal's Office to personnel of Yavapai-Apache Nation Police Department authorized to receive such messages. Messages shall be transmitted by radio – telephone first, and then by telephone or any other reasonable and appropriate method on a twenty-four (24) hour basis. TOWN shall not be under a duty to send employees or equipment to the nation in response to any message received (excluding mutual aid required by law). NATION shall at all times maintain a list at the TOWN dispatcher's office of Yavapai Personnel authorized to receive messages, their telephone numbers, and any preference as to order of call.

3. **Compensation.** NATION will pay TOWN for such dispatch services, the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000) bi-annually for the 2009-10 fiscal year, the sum of THIRTY FIVE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$35,875) bi-annually for the 2010-11 fiscal year, and the sum of THIRTY SIX THOUSAND EIGHT HUNDRED DOLLARS (\$36,800) bi-annually for the 2011-12 fiscal year. Finances by the NATION for payment required in this agreement shall be provided from general budget procedures.

4. **Indemnity.** NATION will hold TOWN harmless from any and all claims for damages made by third parties arising from or relating to the dispatching services contemplated herein and will indemnify TOWN against any damages that may be paid or ordered paid to third parties, together with costs of the defense, including reasonable attorney's fees.

5. **Communications Committee Representation.** It is understood by both TOWN and NATION that NATION'S representative or alternate may bring communications concerns to the attention of TOWN directly to the Communications Supervisor, Marshal, and/or Town Manager of TOWN.
6. **Duration.** This Agreement shall be for a period of three (3) years, commencing on July 1, 2009, or as soon thereafter as it has been approved and executed by both parties and expiring on June 30, 2012.
7. **Cancellation.** Notice is hereby given that this agreement is subject to cancellation pursuant to ARS 38-511, the pertinent provisions of which are incorporated by reference.
8. Copy of this Agreement shall be filed with the Yavapai County Recorder's Office and the Secretary of the Nation following the approval and execution by both parties.

Town of Camp Verde

BOB BURNSIDE, Mayor

ATTEST:

DEBBIE BARBER, Town Clerk

Yavapai-Apache Nation

THOMAS BEAUTY, Yavapai-Apache
Tribal Chairman

ATTEST:

I certify that this Agreement is in proper form and is within the power and authority granted under laws of this state to such public agency, board, or commission.

APPROVED AS TO CONTENT AND FORM:

Town Attorney

DATE: _____

Yavapai-Apache Attorney

DATE: _____

#13



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: I.G.A.

Agenda Title (be exact):

Discussion, consideration, and possible approval of the amended and restated mutual aid Intergovernmental Agreement between the Yavapai-Apache nation and the Town of Camp Verde for mutual use of law enforcement personnel and resources

Purpose and Background Information:

The current mutual aid Intergovernmental Agreement with the Yavapai-Apache Nation expired in 2008. The new mutual aid IGA was amended by both the Town's Attorney Bill Simms and the Nation's Attorney Linda Samels. The new IGA will automatically renew annually unless either party gives the other party notice of an intent not to renew thirty (30) calendar days prior to then current Anniversary Date.

Recommendation (Suggested Motion):

Move to approve the amended and restated mutual aid Intergovernmental Agreement between the Yavapai-Apache Nation and the Town of Camp Verde for mutual use of law enforcement personnel and resources.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund:

Attorney Review: **Yes** **No** **N/A**

Attorney Comments:

Submitting Department: Marshal's Office

Contact Person: David R. Smith
Action Report prepared by: David R. Smith

**AMENDED AND RESTATED MUTUAL AID AGREEMENT BETWEEN THE YAVAPAI-APACHE NATION
and
THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA
for
MUTUAL USE OF LAW ENFORCEMENT PERSONNEL AND RESOURCES**

Preamble

THIS AMENDED AND RESTATED MUTUAL AID AGREEMENT ("Agreement") is entered into between the Yavapai-Apache Nation and the Town of Camp Verde, Yavapai County, Arizona (collectively, "the parties"). The Yavapai-Apache Nation is authorized to negotiate with state, local, and federal governments pursuant to Article V(b) of the Yavapai-Apache Nation's Constitution and to take action in all matters that concern the health and welfare of the Nation (Article V(a)). The Town of Camp Verde is empowered by ARS §11-952 and ARS §13-3872 to enter into cooperative and/or mutual aid agreements with entities such as the Yavapai-Apache Nation. The Town is also authorized by ARS Section 9-240(B)(12) to establish and maintain the Police Department of the Town of Camp Verde, which is the Camp Verde Marshal's Office, created by ordinance 87-A06.

Intent

The Yavapai-Apache Nation and the Town of Camp Verde wish to ensure better law enforcement services by providing for mutual use of law enforcement personnel and resources to provide protective and preventive law enforcement resources for the citizens of the Yavapai-Apache Nation and the Town of Camp Verde, Arizona. This mutual aid agreement is essential to ensure that the Yavapai-Apache Nation and the Town of Camp Verde have sufficient law enforcement resources available to respond to and handle any and all emergencies including, but not limited to, natural disasters, civil disorders, chemical disasters, severe traffic accidents, and special events sponsored by the Nation's Cliff Castle Casino.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions

- A. **"Authorized Law Enforcement Officers"** means Arizona POST Certified police officers , who are included or named on the list exchanged between the Tribal Chief of Police and the Camp Verde Marshal pursuant to Section 2 of this Agreement.
- B. **"Back Up Assistance"** means providing law enforcement support to a requesting party and, during the pendency of responding to a request for assistance, acting pursuant to the immediate direction of the requesting party.
- C. **"Chief of Police"** means the Yavapai-Apache Nation's Chief of Police.
- D. **"Marshal"** means the Town of Camp Verde's Marshal.
- E. **"Marshal's Officers"** means the Town of Camp Verde's Authorized Law Enforcement Officers including the Camp Verde Marshal.

- F. **“Nation”** means the Yavapai-Apache Nation.
- G. **“Requesting Party”** means either the Yavapai-Apache Nation’s Police Department or the Town of Camp Verde Marshal’s Office when calling for law enforcement back up assistance pursuant to the terms of this Agreement.
- H. **“Responding Party”** means either the Yavapai-Apache Nation’s Police Department or the Town of Camp Verde Marshal’s Office when providing law enforcement back up assistance pursuant to the terms of this Agreement.
- I. **“Special Deputy”** means the status or designation of an authorized law enforcement officer during the pendency of responding to a requesting party’s call for back up assistance. Special Deputies act pursuant to the immediate direction of the requesting party, but remain subject to the overall or ultimate control of their respective employer.
- J. **“Town”** means the Town of Camp Verde.
- K. **“Tribal Police Officers”** means the Yavapai-Apache Nation’s Authorized Law Enforcement Officers including the Chief of Police.

Section 2. Request for Back Up Assistance

- A. The Chief of Police, or his authorized designees, may request law enforcement back up assistance from the Town when the requesting party deems such assistance necessary for the provision of adequate law enforcement services for the Nation.
- B. The Marshal, or his authorized designees, may request law enforcement back up assistance from the Nation when the requesting party deems such assistance necessary for the provision of adequate law enforcement services for the Town.
- C. The Chief of Police and the Marshal shall provide each other with a list of their police officers who meet all Arizona POST certification and qualification requirements (ARS §41-1822) who will function as authorized law enforcement officers for the purposes of this Agreement.

Section 3. Responding to Request for Back Up Assistance

- A. Upon receiving a request for back up assistance, the Tribal Police Officers or the Marshal’s Officers shall be authorized to furnish the requesting party with authorized law enforcement personnel, applicable equipment and/or facilities as deemed appropriate and available by the responding party in order to meet the request for assistance.
- B. Authorized Law Enforcement Officers from either the Yavapai-Apache Police Department or the Camp Verde Marshal’s Office, who are on duty and on patrol in their respective jurisdictions, may proceed to assist the requesting party upon notification for assistance to the dispatch office of the responding party. Under this circumstance, the responding Authorized Law Enforcement Officer(s) shall serve as back up to the requesting law enforcement officer(s). Authorized Law Enforcement Officers responding to a request for back up assistance shall be deemed Special Deputies for the duration of the response.

- C. The first law enforcement officer on the scene and the officer requesting back up assistance shall prepare written police report(s) documenting the activities involving the officers on the scene along with the activities taken by such officers. The first officer on the scene and the officer requesting back up assistance may or may not be the same individual.

Section 4. Annual Review

Each year on the anniversary date of this Agreement, the Chief of Police and the Marshal shall review the terms of this Agreement for needed adjustments, if any. If adjustments are needed the parties may negotiate and amend this Agreement pursuant to the terms of Section 14 hereof. During the review, each party shall provide the other with an updated list of their law enforcement officers meeting POST certification and training qualifications for purposes of implementing this Agreement.

Section 5. Scope of Power

- A. Any Tribal Police Officer responding to a request for back up assistance from the Marshal's Office shall have all the powers of the Marshal's Office to enforce the Town's laws or ordinances and any applicable Arizona Revised Statutes.
- B. Any Marshal's Officer responding to a request for back up assistance from the Tribal Police shall have all the powers of Tribal Police Officers to enforce the Nation's laws or ordinances, to the extent allowed by applicable federal laws or statutes.
- C. When responding to a request for back up assistance, the responding Authorized Law Enforcement Officer, now a Special Deputy of the requesting party, shall comply with all applicable statutory provisions concerning enforcement of tribal, federal, state, or local laws. The role of the Special Deputy responding to a request for back up assistance is to provide law enforcement support or back up to the requesting party. The senior law enforcement officer on duty for the requesting party shall provide all police supervisory responsibilities over the Special Deputy during the pendency of the assistance.

Section 6. Status of Officers

- A. Authorized Law Enforcement Officers who respond to requests for back up assistance pursuant to this Agreement shall be acting as Special Deputies on behalf of the requesting party. Special Deputy status shall continue during the pendency of the back up assistance until all the activities that prompted the request are completed.
- B. When, pursuant to this Agreement, the Marshal provides police assistance to the Nation, the responding Special Deputy will remain under the overall or ultimate control of the Marshal. However, while responding to a request for assistance from the Tribal Police Department, the Special Deputy will take immediate supervision and direction from the Chief of Police or his designated officer in charge.
- C. When, pursuant to this Agreement, the Tribal Police Department provides police assistance to the Town, the responding Special Deputy will remain under the overall or ultimate control of the Chief of Police. However, while responding to a request for assistance from the Marshal, the Special

Deputy will take immediate supervision and direction from the Marshal or his designated officer in charge.

- D. The Nation and the Town understand that Authorized Law Enforcement Officers responding to requests for back up assistance under the terms of this Agreement remain the employees of their respective employers. Unless otherwise provided by this Agreement, the Nation and the Town shall remain liable for their own Authorized Law Enforcement Officer's salaries, benefits, workman's compensation, and civil liabilities. While responding to a request for assistance, each Special Deputy is deemed to be performing regular duties for the party for which they are regularly employed.

Section 7. Immunities

- A. All immunities from liability and exemptions from laws, ordinances, and regulations enjoyed by Special Deputies in their own jurisdiction shall be effective in the requesting jurisdiction while such Special Deputies are responding to requests for assistance.
- B. All immunities enjoyed by Tribal Police under the Nation's laws shall inure to the benefit of the Marshal's Officers when the Marshal's Officers are responding to a call for assistance from the Nation. To the extent allowed by federal law, all immunities enjoyed by Tribal Police under federal law shall inure to the benefit of the Marshal's Officers when the Marshal's Officers are responding to a call for assistance from the Nation.
- C. All immunities enjoyed by the Marshal's Officers under state or federal law shall inure to the benefit of the Tribal Police when the Tribal Police are responding to a call for assistance from the Town.
- D. The Yavapai-Apache Nation is a federally recognized Tribe which enjoys sovereign immunity. Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Yavapai--Apache Nation, its agents, employees, or attorneys, for any purpose whatsoever.

Section 8. Hold Harmless; Indemnification

- A. While responding to calls for assistance pursuant to the terms of this Agreement, the parties hereto agree to waive all claims against each other unless such claims are proximately caused by the negligence or willful misconduct of the non-claimant's officers.
- B. To the extent provided by applicable law, the Nation and the Town shall be legally responsible only for the acts of its own law enforcement officers and employees. Under no circumstances shall either the Nation or the Town be held liable for the officer and/or employee acts of the other performing pursuant to this Agreement.
- C. To the extent permitted by law, the Nation and the Town (when acting as a Requesting Party) shall indemnify and hold the other (when acting as a Responding Party) harmless for, from and against all claims, judgments, orders decisions, damages, losses and expenses or liabilities whatsoever, including but not limited to reasonable attorney's fees, brought by third parties for damages arising out of or resulting from or in connection with the activities of their officers

while responding to a request for assistance pursuant to the terms of this Agreement. A party's duty to indemnify the other shall include the duty to indemnify the other party's agents, representatives, principals, employees, officers, elected officials and directors.

Section 9. Insurance

- A. The Nation and the Town agree to maintain, for the duration of this Agreement, liability and casualty insurance or a suitable program of self-insurance adequate and necessary to cover the duties, responsibilities, liabilities and indemnities set forth in this Agreement. Any purchased insurance or self-insurance maintained by a party, when such party is an indemnitee, shall not contribute to the insurance of the indemnitor. All insurance policies required under this Section 9 shall not expire during the term of this Agreement. Each party shall be an additional insured under the other party's insurance policy or program.

Within thirty (30) days of the commencement of this Agreement and, thereafter, on or before the first business day of each calendar year, each party shall furnish the other with certificate(s) of insurance (or self insurance) evidencing compliance with the above stated requirements. Each party shall be notified 30 days prior to cancellation or termination of coverage under the other party's insurance policy or program.

Section 10. Costs

- A. The Nation and the Town shall each assume the costs incurred by their respective Authorized Law Enforcement Officers while performing under this Agreement. The costs identified in this Section are defined as those expenses associated with routine law enforcement duties and responses to calls for back up assistance occurring during regular work shifts. In the unlikely event that the Responding Party needs to assign Authorized Law Enforcement Officers not on regular work shifts in order to respond to a request for assistance, the Requesting Party shall pay the going rate for the Special Deputy performing overtime services to the Responding Party.
- B. For special events occurring within the jurisdiction of a party, that party may request Authorized Law Enforcement Officer back up assistance from the other party for purposes of assignment to assist at the special event. Such request for additional officers shall be paid according to the going rate for performing overtime services, which payment shall be the responsibility of the party holding the special event.

Section 11. Meetings

- A. The Chief of Police and the Marshal and/or their designees shall meet quarterly ("quarterly meetings") to discuss needed procedures and to resolve issues of mutual concern arising from the implementation or execution of this Agreement. To prepare for the quarterly meetings, the Chief of Police and Marshal should apprise each other beforehand of the concerns to be raised in order to develop responses and proposed resolutions for discussion during the quarterly meetings.
- B. Any pending cases or legal action, including arrests, shall not be discussed during the quarterly meetings contemplated by this Section 11.

- C. Informal Dispute Resolution. In the event of a dispute, claim or controversy ("dispute") arising out of or related to this Agreement, the parties agree that it is in their mutual best interest to meet as promptly as possible for the purpose of informally resolving said dispute. The Chief of Police and Marshall shall first attempt to resolve said dispute by mutual agreement. In the event the Chief of Police and the Marshal cannot resolve their dispute after attempting to work in good faith, they shall submit their dispute to the Chairman of the Nation or his designee and the Mayor of Camp Verde or his designee who shall attempt to resolve said dispute by mutual agreement. In the event the Chairman or his designee and the Mayor or his designee cannot resolve their dispute after attempting to work in good faith through this informal process, the parties agree and stipulate to secondly, participate in mediation of the dispute through the services of a mutually agreed upon mediator, costs to be shared equally between the parties,

Section 12. Duration of Agreement

Unless sooner terminated pursuant to Section 13, this Agreement shall be a one year contract commencing on the date of the last signature needed to implement this Agreement (the "Anniversary Date"). The Agreement shall automatically renew annually unless either party gives the other party notice of an intent not to renew thirty (30) calendar days prior to then current Anniversary Date.

Section 13. Termination of the Agreement

Either party may terminate this Agreement. To terminate, the Nation or the Town shall take formal action revoking this Agreement and send written notice of the revocation to the other party pursuant to Section 17. The revocation shall become effective thirty (30) calendar days from the date the revocation is sent. No response from the receiving party is necessary to effectuate the revocation. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

Section 14. Amendments

This Agreement shall not be amended except through a written instrument formally executed by the governing bodies of both parties hereto.

Section 15. Saving

- A. This Agreement shall not confer any authority or jurisdiction to the Town of Camp Verde or state or municipal courts, which authority or jurisdiction the Town or courts would not otherwise have.
- B. This Agreement shall not confer any authority or jurisdiction to the Yavapai-Apache Nation, which authority or jurisdiction the Nation would not otherwise have.
- C. Nothing in this Agreement shall be construed to:
1. cede one party's jurisdiction to the other party;
 2. waive any applicable immunities;
 3. modify the legal requirements for arrest, search or seizure, or the legal rights of any person;
 4. accomplish any act that violates tribal, state, or federal law; or

5. subject the parties to any liability they would otherwise not be subject to by operation of law.

Section 16. Severability

The provisions of this Agreement cannot be severed. Should any provision be held invalid or unenforceable, the remainder of the Agreement shall be terminated at the time of the invalidity of any provision hereto becomes effective. Upon termination pursuant to the terms of this Section, the parties shall meet to negotiate new terms for the provision(s) found invalid to overcome the basis for the finding of invalidity and for purposes of entering into a new agreement.

Section 17. Notice

- A. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to:

Chairman
Yavapai-Apache Nation
2400 W. Datsi Street
Camp Verde, AZ 86322

Mayor
Town of Camp Verde
473 S. Main Street, Ste. 102
Camp Verde, AZ 86322

- B. Once executed, this Agreement constitutes the entire Agreement between the parties. All written agreements previously entered into between the parties regarding mutual aid and/or cross-deputization of officers are mutually rescinded upon execution of this Agreement. Should this Agreement be invalidated in any way, previous agreements shall not be resurrected by such invalidity.
- C. The effective date of this Agreement shall be on the date of the last signature of the required parties needed to sign this Agreement. The signed Agreement shall be made immediately available to the Chief of Police and the Marshal.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year as set forth below:

By: _____
Chairman

By: _____
Mayor

Date: _____

Date: _____

By: _____
Chief of Police

By: _____
Camp Verde Marshal

Date: _____

Date: _____

Approved as to Form:

By: _____
Tribal Attorney General

By: _____
Town Attorney

Date: _____

Date: _____

#14



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible approval for staff to terminate the contract with Lincoln-Financial, the company that currently provides short-term disability insurance to Town employees.

Purpose and Background Information:

The Town currently provides short-term disability insurance to all employees and funds approximately \$20,000 a year for this benefit.

The new personnel manual creates a Sick Leave Bank in which the employees donate eight hours a year of their sick time to the bank. With the Sick Leave Bank, it is not necessary for the Town to continue to provide short-term disability insurance. The Sick Leave Bank will provide a short-term option to alleviate undue hardship to employees experiencing a serious personal illness or injury and who do not have enough accrued leave; something the short-term disability insurance has provided in the past.

For employees who either do not want to participate in Sick Leave Bank program or who wish to continue with a short-term disability insurance program, Human Resources contacted several other insurance providers of short-term disability. Colonial Insurance is willing to provide similar short-term disability at group rates to the employees (five or more) at the employee's expense.

Recommendation (Suggested Motion):

Move to approve staff to terminate the contract with Lincoln-Financial effective January 1, 2010.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund:

Attorney Review: **Yes** **No** **N/A**

Attorney Comments:

Submitting Department: Human Resources

Contact Person: David R. Smith
Action Report prepared by: David R. Smith

#15



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible direction to staff to either suspend or repeal the Transaction Privilege Tax imposed on commercial rentals that house retail merchants.

Purpose and Background Information:

This was suggested by Mr. George Young in order to provide some relief to our local merchants during this hard economy. Mr. Young notes that merchants already contribute to the Town through the sales taxes that they collect. I agree that this is something that Council should consider.

Recommendation (Suggested Motion):

Discuss this item and possibly direct staff to research this matter further.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A Note:**

Attorney Comments:

Submitting Department: Mayor and Council

Contact Person: Council Member Roulette
Action Report prepared by: D. Barber



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible selection of projects to recommend to the Yavapai Apache Nation for consideration as a contribution from the Cliff Castle Gaming Facility, pursuant to the Tribal-State Gaming Revenue Sharing.

Purpose and Background Information:

The Nation has requested a list of recommendations for consideration for the Tribal-State Gaming Revenue Sharing distribution. The Nation will be meeting on November 10 to consider the recommendations. The average amount that the Town received in 2008 and 2009 exceeded \$51,000; however, the actual 2010 funding amounts will not be known until January.

The Nation has extended the deadline for requests to November 5, 2009 to accommodate our Council's meeting schedule. Council members are invited to attend the November 10 meeting; however, the Nation prefers that each community's Mayor present request(s) for funding to their Tribal Council.

The following are examples of projects that Council may wish to consider:

- Non-tax subsidized educational institutes, such as charter schools, day care, vocational, etc.;
- Public Enhancement services, such as the Library Construction Fund, Senior Citizen Center, Historical Society, Bread of Life, etc.;
- Economic Development activities, such as State Park assistance, Camp Verde Promotions, Town parks, etc.; and
- General public services, such as Parks and Recreation programs, Dial-a-Ride, Meals on Wheels, Veterans Van, etc.

Recommendation (Suggested Motion):

Select and prioritize projects for consideration.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A Note:

Attorney Comments:

Submitting Department: Mayor and Council

Contact Person: Mayor Burnside
Action Report prepared by: D. Barber

Debbie Barber

From: Kim Nightpipe [knightpipe@yan-tribe.org]
Sent: Wednesday, October 28, 2009 12:07 PM
To: Debbie Barber
Subject: FW: Proposition 202 Funding for 2010

Here is the information that Karla sent to Carol.

Kim Nightpipe
Executive Assistant to
Chairman Thomas Beauty
Vice-Chairman Norman Smith

Yavapai-Apache Nation
2400 W. Datsi Street
Camp Verde, AZ 86322

(p) 928~567~1021
(f) 928~567~1048
(c) 928~202~7160

From: Karla Reimer
Sent: Friday, October 16, 2009 1:40 PM
To: 'DeShannan Young'; 'Diane Joens'; 'Carol Brown'; 'Chip Davis'; 'azelms@sedonaaz.gov'; 'ternster@sedonaaz.gov'; 'manager@tojaz.us'
Cc: 'tribalcouncil@yan-tribe.org'
Subject: Proposition 202 Funding for 2010

Good Afternoon,
This is a reminder to all the Towns, Cities and Yavapai County that we will be having a meeting on Tuesday, November 10th at 9 a.m. in the Council Chambers to go over all of the proposals from the Towns, Cities and Yavapai County for the request of the money that we will be distributing at the end of January 2010.

Please provide the information to me by November 3rd so I can prepare the packets for the Tribal Council. I will send the agenda once I receive all of the information.

If you have any questions feel free to contact me at 567-1003 or email me at kreimer@yan-tribe.org.

Karla Reimer
Office Manager/Council Secretary
Yavapai-Apache Nation

been raised in other communities; the outcome of the discussions was favorable. Gioia also reported on the Fossil Creek legislation and contacts with State Parks regarding the Fort, as well information from the Intergovernmental Meeting in Sedona.

Councilor Garrison and Mayor Gioia requested item #7:

- 7. **Yavapai Apache Nation will present and Council will accept a check in the amount of \$56,058 to the Town as a contribution from the Cliff Castle Gaming Facility, pursuant to Section 12(d)(1) of the Tribal-State Gaming Compact.**
There was no action taken.



Chairman Thomas Beauty presented a facsimile check for the \$56,058, with the request that the money go to the Camp Verde School District and the South Verde High School, with the other 25% to the Camp Verde Parks & Recreation. Mayor Gioia accepted the check, expressing appreciation on behalf of the community and the Council. Chairman Beauty comment that this year all the funds will go to education within the Verde Valley, and there was some unfortunate miscommunication that occurred; he explained that to prevent a recurrence of that, every November a letter will be sent to those who will benefit from the funds to arrange a meeting to share communication and understanding. Garrison extended a special thanks to the Chairman for making it a point to open the doors of communication and sharing between the Town and the Nation since his election.

PUBLIC INPUT

(Comments from the following individual are summarized.)

Perry Haddon described how Prescott sponsors a Thanksgiving Eve event to get together with all the community leadership and the Tribe; he encouraged Camp Verde to do likewise. *Gioia advised him that the Town has done that, with a barbecue.*

There was no further public input.

Mayor Gioia requested items #8 and 9:

- 8. **Discussion, consideration, and possible vote to reconsider the reaffirmation made on January 13, 2009 and/or the approval made on December 17, 2008 of Ordinance 2008-A354A (amending Ordinance 2008-A354 approved on October 22, 2008, but not processed based on attorney advice) an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Section 118 of the Zoning Ordinance to define A-frame signs, add exceptions for projecting signs and A-Frame signs into the right-of-way for businesses and Main Street under Prohibited Signs, and define the criteria under which projecting signs may be used under Business/Commercial/Industrial signs.**

On a motion by Smith, seconded by Kovacovich, the Council voted unanimously to readdress this item.

Gioia asked the members if they would choose to readdress the item as proposed, there was general agreement expressed, and action was taken accordingly.

There was no public input.

- 9. **Discussion, consideration, and possible direction to staff relative to Ordinance 2008-A354A (amending Ordinance 2008-A354 approved on October 22, 2008, but not processed based on attorney advice) an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Section 118 of the Zoning Ordinance to define A-frame signs, ADD EXCEPTIONS FOR PROJECTING SIGNS AND A-FRAME SIGNS into the right-of-way for businesses and Main Street under Prohibited Signs, and define the criteria under which projecting signs may be used under Business/Commercial/Industrial signs.**

On a motion by Gioia, seconded by Hauser, Council unanimously directed staff to assemble a group of those involved in the A-Frame signs issue, bring back within 30 days remedies to the situation, suggestions; if Council chooses at that time it can go forward with the process of public notification and public hearing in Planning & Zoning and public notification and public hearing in Council; also staff to hold in abeyance any enforcement of the present A-Frame sign Ordinance with the existing indemnity agreement in the Ordinance.

Gioia said that the reason for asking for reconsideration is based on the outcry from the merchants who use the A-Frame signs; Gioia said he would ask Council to direct staff to take 30 days and report back to Council after discussion with the merchants, or those folks who are involved in the need for the A-Frame signs, with a plan or suggested Ordinance for Council to review and perhaps choose to proceed with the process for public hearings through Planning & Zoning and then back to Council.

Town Attorney Sims confirmed that it would be appropriate for Council to take the proposed step; it is not a step toward rezoning, but simply a request to the Town Manager to consult with members of the community to glean information as to how the Council may direct Planning & Zoning to modify the Ordinance in the future. Sims said it would be a discussion with interested stakeholders as to what lessons have been learned, and it should be strictly related to the A-Frames, applying the terms of the

for the April 3rd meeting for a report and update. Cochise County is voting on House Bill 1575, a good move; that bill addresses water use when platting a subdivision.

Gioia announced that February 17th to 23rd has been Adult Literacy Week.

7. **Yavapai Apache Nation Chairman Thomas Beauty will update the Council on the Nation's activities and will present a check in the amount of \$46,368.75 to the Town as a contribution from the Cliff Castle Gaming Facility, pursuant to Section 12(d)(1) of the Tribal-State Gaming Compact.**

There was no action taken.

Cora-Lei Marquez, a Tribal Council member of the Yavapai-Apache Nation, presented the subject distribution of funds in the amount of \$46,368.75, as approved by the Tribal Council; the Nation requested that the funds be allocated as follows: 40% to the Parks & Recreation Department; 40% to the Camp Verde Schools Native American Club; and 20% to the Camp Verde Library Endowment. Mayor Gioia accepted the check facsimile, expressing appreciation for all the support the Nation gives to the community.

There was no public input.

8. **Discussion, consideration, and possible approval of the Landscaping, Signage, and Lighting Site for the new Steve Coury Ford-Lincoln-Mercury dealership on parcel 407-09-043 and located on State Route 260, which may include a waiver of certain requirements of the Town of Camp Verde Sign and Lighting Regulations.**

On a motion by German, seconded by Smith, the Council voted 6-1 to approve the Landscaping, Signage, and Lighting Site for the new Steve Coury Ford-Lincoln-Mercury dealership on parcel 407-09-043 and located on State Route 260 as submitted, granting the waivers based on the concessions made as follows: Pulling the Pre-Owned Vehicles sign out; the signage square footage calculations; and erection of a Town entrance sign as discussed; **with a 'no' vote by Garrison.**

Community Development Director Buckel displayed an overhead projection of the site plan that is the last phase of the approval for the new Coury Ford Dealership plan submitted in 2006. Buckel described the landscaping plans that carry out the Western element, and pointed out that the signage program basically does not meet the Town Code specifications. Buckel explained that the lighting requirements have been met. The only issue to be resolved is the signage, and Buckel outlined the proposed signs that would be in excess of the regulations, adding that this is the last site plan the Council will be hearing. All site plans in the future will be reviewed by the newly formed Design Review Board; that Board cannot waive or make any exceptions.

Among the issues discussed in detail by the Council were whether the proposed non-conforming signs were beyond the recognized standards in the industry, and what circumstances would justify exceeding the established size and height limitations.

During the discussion, **Rick Cartel** spoke on behalf of the Steve Coury Dealership, explaining that the new dealership actually consists of three businesses, Ford, Lincoln and Mercury, which should be factored in to the proposed number of signs, and that the requested height of the one sign is no more than the GM sign already in place across the highway. **Steve Coury** said that he has no control over the Ford Franchise requirements, but that he does have control over the used vehicles operation, and volunteered to sacrifice the Pre-Owned Vehicles sign as a compromise. **Mr. Coury** also said he had proposed erecting a Town entrance sign, and agreed to a design similar to the two signs existing at the other Town locations.

Buckel calculated the total square footage represented by the proposed signage, less the Pre-Owned Vehicles sign; the resulting total was generally acceptable, but the excessive requested sign height remained an issue of contention. Throughout the Council discussion, Garrison

#17



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: November 4, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and review of the Performance Evaluation Procedures of Council-appointed staff as adopted by Council in 2004 and amended in 2005, followed possible direction to staff relative to including the new procedures in a document such as the Personnel Manual or in the Council Policies, Rules & Procedures Manual.

Purpose and Background Information:

Due to the recent confusion associated with staff being aware of established procedures for Council-appointed positions as adopted by previous Councils, I feel that this Council should take a look at the policy, amend it if necessary, and direct staff to place it into a document that is available to all employees and new Council members.

Recommendation (Suggested Motion):

Review the procedures and direct staff to place in the procedures into the appropriate document.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A Note:**

Attorney Comments:

Submitting Department: Mayor and Council

Contact Person: Mayor Bob Burnside

Action Report prepared by: D. Barber

*From Carol Brown
Oct 2009*

**Town of Camp Verde
Town Manager
Performance Evaluation Procedure**

*Unapproved Procedures
Used in 2008 and 2009*

Performance Evaluation: - A structured, formal interaction between the Manager and the Elected Officials for the purpose of reviewing the Manager's performance, strengths and weaknesses, and for the development of future goals and objectives.

Purposes of Evaluation:

Clarify the role and responsibilities of the Town Manager.

Strengthen the relationship between the Council and the Town Manager.

Give the Manager feedback on their performance and identify areas where improvements are needed.

Establish performance objectives for the Manager, which likely are tied to goals set at annual Strategic Planning Session.

Provide a basis for compensation decisions.

Recognize and reward good performance.

Frequency: In keeping with the purposes for the evaluation, the Council should evaluate the Manager at least annually.

Who Is Involved: All members of the Council and the Town Manager should participate in the evaluation process. The Human Resource Director will provide assistance to ensure all paperwork and processes are completed in a timely manner.

Evaluation Procedure: The evaluation procedure will include the following steps:

1. A preliminary meeting will be held annually including the Council and the Town Manager, to review evaluation procedures, evaluation criteria and set timetables for completion of the evaluation process.
2. Before or immediately following the preliminary meeting, the Manager shall complete a self-assessment. The H.R. Director will distribute a copy of the completed self-assessment to Council members no later than two weeks before their evaluations of the Manager are due.
3. The Council shall complete the Town Manager Evaluation Form at least one week in advance of the scheduled evaluation. The Human Resource Director will collect a copy of the Council evaluations, which will be synthesized and compiled into one report. This report will be given to the Town Manager at least two days prior to the scheduled evaluation.
4. The evaluation session will be conducted, and will include all Council Members and the Town Manager. Based on the results of the evaluation, a report will be compiled that includes:
 - a. The Manager's self-evaluation (completed by the Manager);
 - b. A copy of each Council Member's evaluation of the Manager (completed individually by each Council Member);
 - c. A list of goals for the upcoming year that the Council collectively agrees are the top priorities for the Manager to focus on (completed by the Manager and affirmed by the Council as a result of the evaluation process); and
 - d. The Council's collective identification of improvements the Manager needs to make in the upcoming year (completed by the Council as a result of the evaluation process). The completed reports will be included in the Manager's personnel file.

Town of Camp Verde

Town Manager Performance Evaluation Form

*(This form should be completed in its entirety one week prior to the scheduled Performance Evaluation.
If additional pages are needed for comments, please attach them.)*

SECTION 1

Ratings: 1=Below Expectations, 3=Meets Expectations, 5=Exceeds Expectations, N/O=Not Observed

Evaluation Categories	1	2	3	4	5	N/O
<u>Communication with Council</u> – Maintains effective written and verbal communication with Council. Maintains availability to Council. Establishes and maintains a system of reporting current plans and activities of the staff to Council. Ensures that staff reports are useful, timely, provide alternatives, and, where applicable, recommend actions.						
<u>Policy Implementation and Development of Goals</u> – Plans, organizes and executes approved Council policies and assists the Council in the development of annual and long-range goals.						
<u>Staff Relations and Development</u> – Sufficient training and development are provided for the personal/professional development of the staff. Keeps employees informed appropriately of Town affairs and policies, which may affect them. Inspires and motivates the staff, through confidence, competence and enthusiasm, to achieve their best and fulfill the objectives of their department and the Town.						
<u>Financial Planning and Administration</u> – Demonstrates budget skills and experience and proposes a balanced, understandable and well-documented budget. Controls expenses within the levels set by the budget.						
<u>Delivery of Town Services</u> – Ensures that Town services are delivered effectively and efficiently, as authorized and budgeted by the Town Council.						
<u>Community Relations</u> – Demonstrates effective communication with citizens and shows an honest interest in the community. Effectively deals with the news media and avoids politics and partisanship. Properly conveys the policies and programs of the Town to the press and to the citizens.						
<u>Intergovernmental Relations</u> - Deals effectively with other units of government at the local, regional, state and federal level. Develops relationships that are beneficial to the Town. Is able to facilitate cooperative efforts among various local agencies and the Town.						
<u>Personal/Professional Development</u> – Keeps informed and abreast of the latest information and technology available in his/her profession and in municipal affairs, generally.						
<u>Integrity</u> – Fulfills responsibilities and duties in accordance with the ICMA and ACMA Code of Ethics.						
<u>Overall Performance Rating</u>						

SECTION 2: Accomplishments

Has the Town Manager accomplished, or satisfactorily worked toward accomplishing, the goals established by the Council? Why or why not?

SECTION 3: Strengths

Based upon your overall evaluation of the Town Manager, what areas would you list as his/her strong points as a Manager?

SECTION 4: Suggested Improvements

Based upon your evaluation, what areas would suggest the Town Manager work on to improve his/her skills and to be more effective in specific areas or situations?

SECTION 5: Goals

What are the major goals on which the Manager needs to focus in the coming year?

SECTION 6: Council/Manager Relations

Do you have any suggestions for improving the effectiveness between the Council and the Town Manager?

Are there any other issues or comments you wish to share?

Evaluator's Signature

Date

6.

Discussion, consideration and possible changes to the Performance Evaluation Procedures for Council-appointed employees.

On a motion by Gioia, seconded by Baker Council agreed that all Performance Evaluations would be placed in the Council-appointed employees file. This will include individual Council reviews, and peer reviews. All peer reviews, if hand written will be re-typed by an Administrative Assistant.

7. **Manager's response to and possible discussion of Council questions concerning raffles, a jeep purchased to raffle, drainage issues, reporting and authority issues, inspection of the church building purchased for the new CVMO facility, and other questions posed by Council.**

Mayor Gioia requested Manager Lee respond to questions from the previous meeting. Lee stated as far as Council hearing about the rebar situation in the newspaper article, Lee advised Council he had included in his Manager's Weekly Report on September 2, 2005 and again on September 9, 2005 that a major problem concerning the rebar had been discovered. He pointed out that the newspaper article was not published until September 14th. Lee stated that he realizes Council is given a great deal of paper work to read and in the future he would call individual Council members. Regarding the asbestos, Lee advised that it was discovered when the Town applied to the State for a demolition permit. Due to the age of the building the Town was required to have the building checked for asbestos. The cost of the removal was \$25,000 and the church paid for half of the cost. Lee agreed with Councilors Smith and Teague, and doubted if an inspector would have been able to determine if rebar or asbestos existed. Lee reminded Council that there were six meetings related to purchasing the building. Lee also reminded Council we have purchased a number of other buildings in the past and did not hire an inspector. He stated, in the future he will make a recommendation to Council that the Town hire an inspection done and Council could make the decision. Lee went on to say the original asking price for the building was \$750,000 and Council directed staff to get a second appraisal. The purchase price agreed on \$600,000, \$150,000 less than the original asking price. Lee pointed out the Town acquired two buildings of 11,000 square feet plus two and one half acres.

Councilor Smith questioned if one of the Building Inspectors employed by the Town had been asked to look at the building. Lee stated he was not sure. Smith stated he had spoken to a previous Council member and stated his concerns regarding asbestos in the building; however that Council person dropped the ball. Smith agreed Council needs to be made aware of items, before they are published in the newspaper and Lee noted that phone calls may have been a better approach, he encouraged Council to read the weekly reports.

Gioia stated he was in the office at Town Hall when he received a phone call from a local reporter. Hauser reminded everyone about the purchase of the mattress shop. Once we had it inspected it was torn down. She stated she did not want to place blame she just wants to be informed. Hauser questioned if a certified building inspector would know what the standards were in the sixties. Lee stated he did not know if the inspector would know what was required in the sixties, and if the standards were the same for every state.

Councilor Smith stated the Town has a small budget and suggested that Council should not rush into items so quickly. He stated he felt if more questions would have been asked someone probably knew who laid the block.

Public Input:

Robert Johnson stated when he purchases any item he keeps a running total on all the expenses and upgrades he makes and suggested that the Town should do the same.

10-6-2004

- Approved the performance evaluation procedure for Council appointed positions and direction to staff regarding meeting with the individual in Executive Session, including 24 hours advance notice, and to place these procedures in the Manager's Policies and Procedures Manual.

Performance Evaluation Procedures

A. Purpose

Sets the procedures regarding the performance evaluation process of Council appointed staff and regular staff employees.

B. Procedures

1. General Guidelines:

- a. The Human Resources Department (Finance) will notify Department Heads of employee anniversary dates and provide evaluation forms.

2. Classified employees

Classified Service

- a. Classified service includes all employees whose positions have been approved and budgeted by Town Council in the line item "Salaries" and have not been included in the unclassified service.
- b. Tenure of employees in classified service is subject to satisfactory work performance, necessity for the position, the availability of funds, or other appropriate reason.

3. Guidelines specific to Council appointed staff:

- a. All evaluations are the same as above except performed by Council and as outlined below:
 - i. Performance review dates are hereby set on an annual basis to be completed by the last day of September. Merit increases, if appropriate, will be given at this time.
 - ii. The Finance/Personnel Director will provide the Mayor and Council with a copy of the Council-appointed position evaluation form(s) by September 1 of each year. The Finance/Personnel Director will also provide forms to Key Work Partners. Some Key Work Partner(s) may receive blank copies of the form to ensure anonymity.

- iii. The Mayor, individual Council Members, and chosen Department Heads will complete the evaluation forms in a timely manner and submit them in a sealed envelope to the Town Manager's Assistant.
- iv. The Assistant will provide the sealed copies to the Mayor, who will then call a meeting of Council to review the evaluations.
- v. Copies of the evaluation forms will be provided to Council at least ten (10) working days prior to an Executive Session for review of the evaluations. The Mayor will then prepare a *Summary* of the evaluation to present to the Council-appointed employee. This summary (not the individual review forms) becomes a permanent part of the employee's performance record.
- vi. Council will then meet with the individual in a duly convened meeting to discuss his or her performance. A copy of the Evaluation Summary and individual evaluation forms will be provided to the individual at least three (3) working days prior to the meeting for review of the evaluation.