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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 7, 2019 at 6:30 P.M.**

If you want to speak ON ANY ITEM ON THE AGENDA, PLEASE complete the Request to Speak Form

Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.

1. Call to Order

2. Roll Call. Council Members Buck Buchanan, Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German.

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) Special Session – July 10, 2019
- 2) Executive Session – July 10, 2019 (recorded and on file)
- 3) Special/Work Session – July 10, 2019
- 4) Special Budget Session – July 17, 2019
- 5) Regular Session – July 17, 2019
- 6) Special Sessions – July 24, 2019
- 7) Executive Session – July 24, 2019 (recorded and on file)

b) Set Next Meeting, Date and Time:

- 1) Wednesday, August 14, 2019 at 5:30 p.m. – Work Session
- 2) Wednesday, August 21, 2019 at 6:30 p.m. – Regular Session-CANCELLED per Resolution 2018-1016
- 3) Wednesday, August 28, 2019 at 6:30 p.m. – Council Hears P&Z Matters-CANCELLED
- 4) Wednesday, August 28, 2019 at 5:30 p.m. – Work Session

c) Possible approval of Special Event Liquor License application for Verde Valley Rangers for Event to be held on September 14, 2019. [Staff Resource: Virginia Jones]

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d) **Possible approval of a Five-year Lease between the Town of Camp Verde and the Camp Verde Historical Society for the use of the Rock Jail building located at 44 E. Hollamon Street and the Camp Verde Grammar School building located at 435 South Main Street.** [Staff Resource: Steve Ayers]

5. Special Announcements and presentations.

35 **5.1. Presentation and Invitation to Smithsonian Water|Ways Exhibit at the Library.** [Staff Resource: Kathy Hellman]

47 **5.2. Arizona Law Enforcement Accreditation Program presentation by the Marshal's Office to provide overview of the process the Marshal's Office has begun to become an accredited police agency in Arizona.** [Staff Resource: Corey Rowley]

6. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.) Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to A.R.S. §38-431.01(H))

7. Business. Legal action can be taken.

49 **7.1. Approve Camp Verde Community Library's Agreement for Library Support Services and Membership in the YLN (Yavapai Library Network.** [Staff Resource: Kathy Hellman]

75 **7.2. Proposed restructuring of the Marshal's Office organizational chart.** [Staff Resource: Corey Rowley]

81 **7.3. Discussion and consideration of possible rejection of all bids for the Camp Verde Sports Complex Phase 1B (Bid No.19-133).** [Staff Resource: Ron Long]

83 **7.4. Discussion, consideration and possible approval of a new job description for a Human Resources Director.** [Staff Resource: Russ Martin]

89 **7.5. Discussion, consideration and possible approval of amendments to the Town's Salary Plan.** [Staff Resource: Russ Martin]

101 **7.6. Discussion, consideration, and possible instruction to the Mayor as to how to vote on the proposed League Resolutions at the League of Arizona Cities and Towns League Resolution Committee meeting (on Tuesday, August 20, 2019, JW Marriott Starr Pass Resort, 3800 W. Starr Pass Boulevard, Tucson, Arizona 85745).** [Resource: Mayor Charles German]

125 **7.7. Discussion, consideration and possible direction to the Manager to prepare and submit the 2019 Election Ballot for three (3) members from candidates around the state to serve on the Board of Trustees for the Arizona Municipal Risk Retention Pool.** [Staff Resource: Russ Martin]

8. Call to the Public for items not on the agenda. (Please complete Request to

Speak Card and turn in to the Clerk.)

9. Council Informational Reports. These reports are relative to the committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation. 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.

10. 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.

11. Adjournment

Posted by: _____

Date/Time: _____

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 at 928-554-0021

Agenda items may be taken out of order.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - A. All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting.

Pursuant to A.R.S. §38-431.03(A)(2) and (A)(3), the Council may vote to go into Executive Session for the purpose 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.

Camp Verde Council Meetings are recorded and may be viewed on the Camp Verde website. Pursuant to A.R.S. §1-602(A)(9), parents and legal guardians have the right to consent before the Town of Camp Verde makes a video or voice recording of a minor child. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request in advance to the Town Clerk that your child not be recorded.

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DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL EXECUTIVE SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
CAMP VERDE, AZ 86322
WEDNESDAY, JULY 10, 2019 at 4:00 P.M.

1. Call to Order.

The meeting was called to order at 4:04 p.m. Mayor German presiding.

- 2. Roll Call:** Councilors: Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German were present. Councilor Buck Buchanan was absent.

Also Present: Town Manager Russ Martin, Town Clerk Judy Morgan

3. Pledge of Allegiance.

Pledge was led by Mayor German.

- 4. Discussion and consideration of the Town Manager's performance review regarding set goals and objectives – quarterly review.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item as covered under A.R.S. 38-431.03 (A)(1).

Councilor Robin Whatley made a motion to go into Executive Session pursuant to A.R.S. § 38-431.03(A)(1). The motion was seconded by Councilor Butner and approved by a unanimous vote (Councilors Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German voting in favor)

- 4.1.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1).** Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.

Council went into Executive Session at 4:06 p.m.

- 4.1.2. Reconvene Open Session.**

Council reconvened into open session at 5:27 p.m.

5. Adjournment.

Without objection, Mayor German adjourned the meeting at 5:27 p.m.

Attest:

Mayor Charles German

Judy Morgan, CMC, Town Clerk

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 Council Meeting of the

Town Council of Camp Verde, Arizona, held on July 10, 2019. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2019.

Judy Morgan, CMC, Town Clerk

DRAFT

DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL AND WORK SESSIONS
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JULY 10, 2019 at 5:30 P.M.

1. Call to Order

Mayor German called the meeting to order at 5:34 p.m.

2. Roll Call

Council Members Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German were present. Councilor Buck Buchanan was absent.

Also Present

Town Manager Russ Martin, Town Clerk Judy Morgan, Recording Secretary Jennifer Reed, Finance Director Mike Showers, Parks and Recreation Director Mike Marshall, Parks and Recreation Coordinator Shawna Figy, Public Works Director Ron Long, Deputy Public Works Director Troy Odell, Public Works Analyst Dorie Blair, Maintenance Supervisor Jeff Kobel, Park Maintenance Chris Schroeder, Wastewater Treatment Plant Manager Jerry Tinagero

3. Pledge of Allegiance

Mayor German led the Pledge

4. Special Work Session. No legal action to be taken.

4.1. Discussion, consideration and possible approval of a new job description for a Human Resources Director and amending the Salary Plan. [Staff Resource: Russ Martin]

Mayor German pulled this item and will have it rescheduled for another meeting.

5. Work Session. No legal action to be taken.

5.1. Discussion regarding the Camp Verde Sports Complex and accounting of money to date and possible direction for the next steps including but not limited to, awarding to apparent low bidder and value engineer to a lower target price, possible rejection of all bids and value engineer plans to rebid, or consider other alternatives that allow the Town to complete the first phase. [Staff Resources: Russ Martin, Ron Long, Michael Showers]

Town Manager Russ Martin reviewed the history of the project and went over the bids that were received. There are a couple of options the Council could choose to do; choose the lowest bidder, work with a contractor to bring the costs down, go back out to bid with new specs, or choose a retired project manager to help with the specs and use a Value Engineer to rebid.

Councilor Butner recommended taking a step back on the project, work on the town policies and then rebid the project. He stated he felt the money spent is "getting away from us".

Mayor German stated that due to the construction field booming right now the Town might get better pricing if they wait until winter to rebid, but to make sure the plants that are out are maintained until then. Council needs to look at the procurement policies so they are comfortable and clear how to proceed.

Councilor Jenkins agreed with stepping back from the park construction. She went through the document and came up with a list of questions that she has submitted to the Town Manager, who can respond when he has a moment. She also could not get the spreadsheet to balance and would like to see total overall costs.

Mr. Martin stated that staff can go through the questions and detail all the questions/answers.

Councilor LeBeau asked about wastewater and pond (to provide the water for the park). Mr. Martin stated wastewater is not there yet but it will be there before the need is there and the pond needs more excavation to make it better.

Mayor German stated he wants to match up policies current and new to bring clarity and look at Value Engineering. He is not comfortable sitting down with the contractor at this point. He feels the best thing to do is reject the bids and look at how we could tweak the specs that are needed.

Councilor Whatley stated the community is used to waiting and will have to be patient awhile longer.

Mr. Martin stated he is not sold on a specific direction. He will take working with the lowest bid off the table but pursue the other two options, which are pursuing a subcontractor to manage the project and a Value Engineer.

Councilor Murdock stated that a general contractor is the Project Manager/Engineer and they run the project, which is how the Town should run this project. Council needs to review the Change Orders and put a Cap on Change Orders. If there are Change Orders they come back and are presented to the Council. She does not support piecemealing the project, and does not want to hire a retired person. This is too large of a project for this type process; a general contractor should manage it. The dollar difference between what our contractors bid and the bid contractors is timing.

Councilor Whatley would like to rebid during another time (season) to get lower bids. Contractors have stated they feel a winter bid would be cheaper.

Ron Long stated that Kinney Construction Services is interested in Value Engineering and thinks it's smart to narrow down to one option.

Mr. Martin stated if he is to sit down with the contractor, the attorney will require them to be in a contract.

Mayor German doesn't feel comfortable piecing out the project right now.

Councilor Butner stated they should adjust the policies first.

Troy Odell thinks it can be done using an Alternative Bidding Method, like doing it under a Construction Manager at Risk (CMAR). Hire a contractor on the budget you have left, give them a goal, and let him evaluate and engineer the existing set of plans down to a point where he can bid the entire thing.

5.2. General discussion on Preliminary 2019/20 Budget approved June 19, 2019

Mr. Martin will be out of town next week at the Manager's Seminar. This is the last chance for questions on the budget. Vice Mayor Jenkins asked for a Salary Plan update. Mr.

Martin responded that was underway and could go on the next regular agenda. Councilor Butner commented that his questions were all on the Sports Complex and he is good with where that stands. There were no questions

6. Adjournment

Mayor German adjourned the meeting at 6:41 p.m.

Attest:

Mayor Charles German

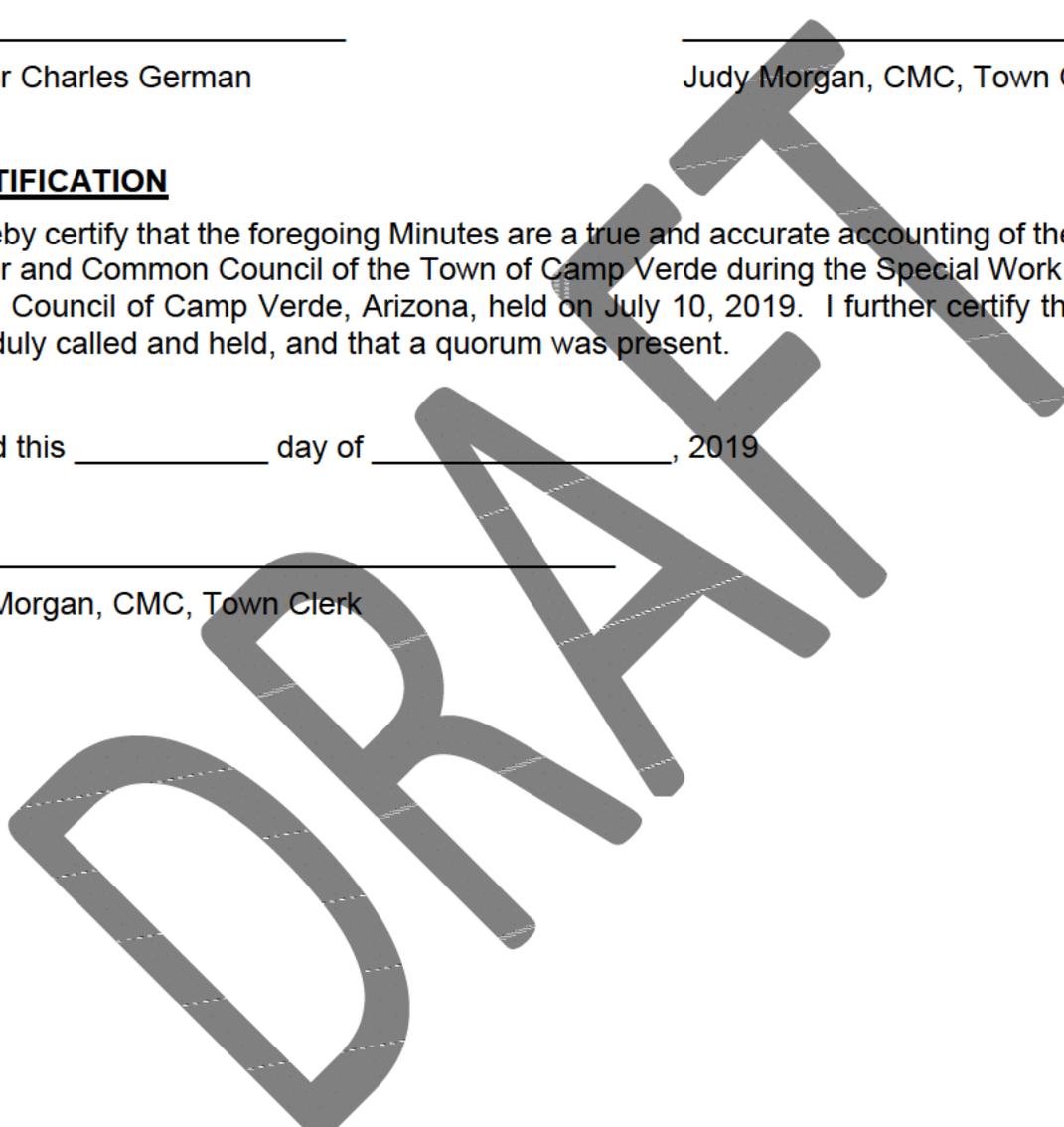
Judy Morgan, CMC, Town Clerk

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 Special Work Session of the Town Council of Camp Verde, Arizona, held on July 10, 2019. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2019

Judy Morgan, CMC, Town Clerk





DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL "BUDGET" SESSION
MAYOR AND COUNCIL
PUBLIC HEARING – ADOPTION OF FINAL BUDGET
473 S MAIN STREET, SUITE 106
WEDNESDAY, JULY 17, 2019 AT 6:00 P.M.

1. Call to Order.

The meeting was called to order at 6:00 p.m. Mayor German presiding.

- 2. Roll Call.** Council Members Buck Buchanan, Joe Butner (attending telephonically), Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German were present.

Also Present: Finance Director Mike Showers, Town Clerk Judy Morgan

3. Pledge of Allegiance.

Done, led by Mayor German.

- 4. Special Session for FY2019-20 Budget– Public Hearing and Adoption of Final Budget.** Legal action can be taken.

4.1. Public Hearing for comments on the proposed Fiscal Year 2019-20 Budget.

4.1.1. Staff Report.

Finance Director Mike Showers gave an overview and explained the budget before them has the same numbers as in the tentative budget. He spoke on how monies can carry over from one fiscal year to another due to when monies are received and paid out.

Council questions were asked of Mike Showers.

Vice Mayor Dee Jenkins asked about the monies in the Park Fund balance; Water company operations numbers; FTE's for Water company; asked for clarification on whether staff can spend monies approved in the budget.

Mr. Showers explained the numbers for the water company are a placeholder, without definite knowledge of what the numbers will be. The Council has been clear they want adjustments to their policies regarding financial operations [guide].

Councilor Bill LeBeau whether the monies budgeted last year for the water company are carried-over.

Mr. Showers explained it was budgeted as an offset of payments covered by operations of the water company rather than a one-time payout.

4.1.2. Public Hearing open for comments.

Public hearing was opened at 6:17 p.m.

Carol German spoke on the water company and whether the money was still funded. Mr. Showers explained there is not "Money", but they are putting 1.2 million in to allow for them to get that money if necessary. Ms. German asked if the CIP project money will come back to Council for approval. Mayor German responded these projects would come back to Council.

Elaine Bremner (Executive Director of Verde Valley Senior Center) explained the Center had been flooded in April and they have been operating out of a smaller facility. She provided numbers for those using the Meals on Wheels service and asked for support from the Council for this program.

Mayor German responded they will check with Russ Martin (Town Manager) on whether money had been set aside in the budget for Meals on Wheels.

4.1.3. Public Hearing closed.

The Public Hearing was closed at 6:26 p.m.

4.2. Discussion, consideration and possible approval of the Town of Camp Verde FY20 Final Budget. [Staff Resource: Michael Showers]

Councilor Jessie Murdock made a motion to approve the Town of Camp Verde FY20 Proposed Final Budget, as presented. It was seconded by Councilor Whatley and passed unanimously, (Councilors Buck Buchanan, Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German voting in favor)

5. Adjournment.

Without objection, the meeting was adjourned at 6:27 p.m.

Charles German, Mayor

ATTEST:

Judy Morgan, Town Clerk

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 Council Meeting of the Town Council of Camp Verde, Arizona, held on July 26, 2017. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2017.

Judy Morgan, Town Clerk



Support your local merchants

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 17, 2019 at 6:30 P.M.

1. Call to Order

Mayor German called the meeting to order at 6:36 pm.

- 2. Roll Call.** Council Members Buck Buchanan, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German were present. Councilor Joe Butner appeared telephonically.

Also Present: Town Clerk Judy Morgan, Finance Director Mike Showers, Community Development Director Carmen Howard, and Recording Secretary Marie Moore.

3. Pledge of Allegiance

Mayor German led the 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 – June 19, 2019
- 2) Council Hears P&Z Matters – June 26, 2019

b) Set Next Meeting, Date and Time:

- 1) Wednesday, July 24, 2019 at 5:30 p.m. – Special and Executive Session
- 2) Wednesday, July 24, 2019 at 6:30 p.m. – Council Hears P&Z Matters-
CANCELLED
- 3) Wednesday, August 7, 2019 at 6:30 p.m. – Regular Session

Mayor German advised Council of an additional meeting to be **added** to the schedule of **July 31, 2019 at 5:30 p.m.**

On a motion by Councilor Bill LeBeau, seconded by Councilor Jessie Murdock, Council approved the Consent Agenda with the additional meeting modification (July 31, 2019 at 5:30 p.m.). Motion carried unanimously, with Mayor German, Vice Mayor Jenkins, Councilors Buchanan, Butner, Le Beau, Murdock and Whatley approving.

5. Special Announcements and presentations.

5.1. Second Quarter 2019 Report (April – June) from the Planning and Zoning Commission. [Staff Resource: Carmen Howard]

Community Development Director indicated there was nothing to report to council.

5.2. Second Quarter 2019 Report (April – June) from Board of Adjustments and Appeals. [Staff Resource: Carmen Howard]

On a motion by Councilor Jessie Murdock, seconded by Councilor Robin Whatley, Council approved the Second Quarter 2019 Report for Planning and Zoning Commission and Board of Adjustments and Appeals. Council approved the Consent Agenda. Motion carried unanimously, with Mayor German, Vice Mayor Jenkins, Councilors Buchanan, Butner, Le Beau, Murdock and Whatley approving.

6. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)

Carol German spoke regarding the work session last week, discussion of funds spent on the new sports complex park construction, the disappointed residents who did not get the opportunity to speak to Council and felt they did not receive enough information on the topic. Mrs. German requested Council be more transparent with the public and residents in the area in regards to the sports complex park. .

Marie DeClue invited Council and public to attend the Corn Fest this coming Saturday, where Meals on Wheels will be selling corn and raising funds for the program. Ms. DeClue also informed Council of the imperative need for someone who would be willing to donate a few hours 1 day a week to provide meals to members of the Camp Verde community.

Elaine Bremner, Wheels on Meals Director asked the Town of Camp Verde to contribute \$2.50 for every meal served to Camp Verde residents, which would equal about \$30,000 from the Town. Ms. Bremner explained that there is only one (1) paid driver for the Camp Verde area and over 90 residents currently being served.

Cheryl Wischmeyer spoke to Council regarding Montezuma Castle Hwy and the sand that is now on the road, which she feels creates a hazard. Mrs. Wischmeyer expressed her disappointment in the money the Town of Camp Verde spent to have the road fixed for the road and its current poor condition. Wischmeyer requested Council follow up with information for the public of the situation with resolution. Mayor German directed staff to follow up on the matter and where the Town of Camp Verde currently is with dealing with the contractor who was responsible for the road repair.

7. Business. Legal action can be taken.

7.1. Public Hearing and possible approval of Class 10 Beer and Wine Store License Application for Jenny Mae Buck - Verde Ranch RV Resort located at 1105 Dreamcatcher Drive, Camp Verde. [Staff Resource: Virginia Jones]

Councilor Jessie Murdock asked the applicant when the expected date of opening was and commended the work completed on the facility. Jenny Mae Buck explained that there would be an Open House August 14 and opening soon after.

On a motion by Councilor Buchanan, seconded by Vice Mayor Dee Jenkins, Council approved the Class 10 Beer and Wine Store License Application for Jenny Mae Buck – Verde Ranch and RV Resort located at 1105 Dreamcatcher Drive, Camp Verde. Motion carried unanimously, with Mayor German, Vice Mayor Jenkins, Councilors Buchanan, Butner, Le Beau, Murdock and Whatley approving.

7.2. Discussion and possible approval of Resolution 2019-1020, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, designating under A.R.S. §16-1019 (F) Certain Zones where Rights-of-Way will be Temporary Political Sign-Free; and providing that this resolution shall be effective after its passage and approval according to law. [Staff Resource: Carmen Howard]

Community Development Director Carmen Howard explained that this agenda item is a follow up to discussion with Council previously held in March. Howard provided a map of the area under consideration and explained that the resolution only includes the “right of way” for the public. Howard further explained that the Resolution comes before Council because of State Statute allowing Municipalities the opportunity, if desired, to designate a Political-Sign Free Zone.

Vice Mayor Dee Jenkins asked for clarification if the zone is only for the Town’s rights-of-way, not private property. Ms. Howard confirmed that information is correct.

Councilor Jessie Murdock requested clarification if the zone did not include ADOT’s rights-of way but rather the Town of Camp Verde’s rights-of-way. Howard confirmed that is correct.

Councilor Robin Whatley indicated that permission must be given for signage to be put on private property, regardless.

Councilor Buck Buchanan asked if the Town of Camp Verde staff was prepared to be pro-active regarding illegal signage placement as well as signs left out for extended periods. Howard expressed the Code Enforcement has been pro-active on many things and would be for this matter as well. Howard also explained that candidates would be given a packet by the Town Clerk that would outline the regulations set in place by the Resolution.

Councilor Whatley spoke of allowed timeframe regarding political signage, and feels that in the past; signs were placed in designated areas. Councilor Whatley further explained the regulations (campaign finance) that political candidates are subjected to, including the costs associated with running for an elected position. Councilor Whatley explained that the signs are an affordable way for candidates to have their names seen by the community and that such a resolution would not be in the best interest of the Town or any candidate running for office, therefore, she is not in favor.

Councilor Bill LeBeau explained that he appreciates the opportunity to be able to put out political signs and is not in favor of the resolution.

Vice Mayor Dee Jenkins also expressed her lack of support for the topic and agreed with Councilor Whatley’s opinion on the matter.

Mayor Charles German clarified that there are currently regulations in place that do not allow the signs to obstruct line-of-sight for safety purposes.

Public comment was taken:

Cheryl Wischmeyer expressed that, as a citizen the political signs are the way she sees who is running for a particular office and allows her to see names and do

more research on candidates. Mrs. Wischmeyer suggested the Council consider limiting the size of the political signs allowed rather than banning certain areas.

Community Development Director Carmen Howard informed Council that the maximum sign size allowed is 32 square feet, which is regulated by the State.

John Hecht informed Council the Camp Verde Journal newspaper allows for space for candidates during election times.

Carol German expressed her agreement with Councilor Whatley and feels residents depend upon the political signage. Mrs. German questioned if the designated "Entertainment District" would be replaced if the "Political Sign Free Zone" was passed. Howard indicated that although a small area would overlap, it would not affect one another, as they are two separate matters.

The Resolution failed to pass due to lack of a Motion from Council.

7.3. Discussion and possible approval of Resolution 2019-1027, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, declaring as a Public Record a certain document filed with the Town Clerk and entitled "Amendments to the Planning and Zoning Ordinances and Subdivision Regulations" dated July 17, 2019. [Staff Resource: Carmen Howard]

Howard explained that this resolution goes hand-in-hand with the Ordinance to be discussed as the next agenda item.

On a motion by Councilor Jessie Murdock, seconded by Councilor Robin Whatley, Council approves Resolution 2019-1027, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, declaring as a Public Record a certain document filed with the Town Clerk and entitled "Amendments to the Planning and Zoning Ordinances and Subdivision Regulations" dated July 17, 2019. Motion carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Buchanan, Butner, Le Beau, Murdock and Whatley approving.

7.4. Discussion and possible approval of Ordinance No. 2019-A442, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference a certain document filed with the Town Clerk entitled "Amendments to the Planning and Zoning Ordinances and Subdivision Regulation dated July 17, 2019", amending Section 103, Definition of Terms; Section 301, Exceptions to Yard and Height Requirements, Section 403, Off-Street Parking and Loading; and Section 404, Signs of The Town of Camp Verde Planning and Zoning Ordinances and Subdivision Regulations. [Staff Resource: Carmen Howard]

Community Development Director Carmen Howard presented a few amendments at staff's request, including the definition for agriculture, and including a definition to farm stands and where they are allowed. Ms. Howard spoke of the Commercial front setback requirements on Main Street, which may not be consistent with adjoining properties and parking lot standards that require marked spaces. Ms. Howard further discussed the sign code in full with Council explaining that the Planning and Zoning Commission reviewed the code and has passed a

recommendation to Council for approval. The only change made was at the direction of the Town Attorney regarding memorial plaques. In addition, a change must now be made to the Ordinance regarding the rejected Political-Sign Free Zone and monument signs in the commercial tourism zone regarding aesthetics. Ms. Howard informed Council of signage requirements and the “appearance of professionally crafted” signs, the allowance of A-Frame signs on private property but not on the public right of way.

Councilor Bill LeBeau questioned verbiage under “prohibited signs” and the automatic signs definition. Ms. Howard explained that they do not want an animated sign and the verbiage would be corrected. Councilor LeBeau questioned the appeal process regarding the “professionally crafted” signs change. Ms. Howard explained that an appeal would go the Board of Adjustments, with this process already in the Town Code.

Councilor LeBeau questioned the window signage not covering more than 50% and asked if it would apply to current fully covered windows. Ms. Howard explained the existing would be grandfathered in but as soon as they made a change, the new ordinance would apply.

Public Comment was taken:

Cheryl Wischmeyer questioned if the sandwich boards are allowed or not and if this prohibits the Main Street businesses from having A-frame signs. Ms. Howard explained it does prohibit them from putting signs in the Town’s rights-of-way and explained that the department will be requesting capital improvement funds to install sign poles that would allow directional signage for businesses along Main Street.

Councilor LeBeau stepped away from the dais at 7:41 p.m.

Cheryl Wischmeyer asked if the local businesses have been notified of such changes. Councilor Whatley indicated that several meetings have been held regarding the changes. Councilor Robin Whatley indicated this Ordinance came before the Planning and Zoning Commission and has been sent to Council with a recommendation for approval.

Vice Mayor Dee Jenkins questioned if this would affect the businesses in the Wingfield Building. Ms. Howard explained that those signs are temporary and would no longer be allowed in the public right-of-way, but could still be placed on private property.

Councilor LeBeau returned at 7:45 p.m.

On a motion by Councilor Jessie Murdock, seconded by Councilor Robin Whatley, Council approved Ordinance No. 2019-A442, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference a certain document filed with the Town Clerk entitled “Amendments to the Planning and Zoning Ordinances and Subdivision Regulation dated July 17, 2019”, amending Section 103, Definition of Terms; Section 301, Exceptions to Yard and Height Requirements, Section 403, Off-Street Parking and Loading; and Section 404, Signs of The Town of Camp Verde Planning and

Zoning Ordinances and Subdivision Regulations as presented with the exception of the following two (2) amendments:

7g – (Section 404 Signs (A)(4)(g)) deleting “unless they promote the time and temperatures. Such signs”

Free Standing business signs in definition (chart), changing naming of “Commercial Tourism Zone” replacing it with the description of “Highway 260 to Finnie Flat connecting South Main Street to Highway 260, north to Montezuma Castle Highway, stopping at the Verde River”.

Motion carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Buchanan, Butner, Le Beau, Murdock and Whatley approving.

8. Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)

No comments were received.

9. Council Informational Reports.

Councilor Jessie Murdock encouraged Council and the public to attend the Corn Fest this Saturday, July 20 and reminded everyone that school will be back in session in 2 weeks and to be mindful of children and school busses.

10. Manager/Staff Report

None

11. Adjournment

The meeting adjourned at 7:49 p.m.

Attest:

Mayor Charles German

Judy Morgan, CMC, Town Clerk

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 Council Meeting of the Town Council of Camp Verde, Arizona, held on July 17, 2019. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2019.

Judy Morgan, CMC, Town Clerk

**DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL AND EXECUTIVE SESSIONS
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JULY 24, 2019 at 5:30 P.M.**

1. **Call to Order.** The meeting was called to order at 5:30 p.m. Mayor German presiding.
2. **Roll Call.** Council Members Buck Buchanan, Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German were present.

Others Present: Town Manager Russ Martin, Yavapai County Supervisor Tom Thurman, Deputy Town Clerk Virginia Jones

3. **Pledge of Allegiance.** Mayor German led the Pledge of Allegiance
4. **Special Session** – Legal action can be taken.

4.1. General update on County activities by Yavapai County District 2 Supervisor Thomas Thurman.

Supervisor Thomas Thurman indicated that he is at the meeting to update Council on events taking place in Yavapai County. Supervisor Thurman reviewed the Sun Corridor Trail, a copy of the PowerPoint is attached and becomes a permanent part of the record. Supervisor Thurman briefly discussed the Yavapai County Budget and the 3% property tax increase which amounts to approximately \$30.00 per year on a \$100,000.00 home. Supervisor Thurman gave a brief update on the Cellar Fire, Museum fire, and Hart Fire and encouraged all citizens to sign up for the Emergency Notification System – Code Red.

Mayor German and Council thanked Supervisor Thurman.

4.2. Discussion, consideration and possible approval of a new job description for a Human Resources Director and amending the Salary Plan. [Staff Resource: Russ Martin]

Manager Russ Martin reminded Council that during the budget sessions they indicated they wanted a Human Resources Director. Policy indicates that Council must approve the job description and salary plan.

Vice Mayor Jenkins passed out suggested changes to the proposed job description, a copy is attached and becomes a permanent part of the record.

Council discussed the job description, including Jenkins recommendations. Butner indicated that the Human Resource Director should be under the supervision of the Mayor and Council with some Council disagreeing. Council requested the Manager and Town attorney discuss the legality and bring more information back to Council.

6:30 p.m. Council took a break,

4.3. Discussion and consideration of the Town Manager’s performance review regarding set goals and objectives – quarterly review (continued). The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible

action on this item as covered under A.R.S. 38-431.03 (A)(1).

4.3.1 Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1). Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.

Council recessed into executive session at 6:32 p.m.

4.3.2. Reconvene Open Session.

Council reconvened into open session at 7:55 p.m.

5. Adjournment

Mayor German adjourned the meeting at 7:55 p.m.

Attest:

Mayor Charles German

Judy Morgan, CMC, Town Clerk

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 Special and Executive Session of the Town Council of Camp Verde, Arizona, held on July 24, 2019. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2019.

Judy Morgan, CMC, Town Clerk

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 7, 2019

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation

Requesting Department: Clerk’s Office

Staff Resource/Contact Person: Judy Morgan

Agenda Title (be exact: Possible approval of Special Event Liquor License application for Verde Valley Rangers for Event to be held on September 14, 2019. [Staff Resource: Virginia Jones]

List Attached Documents: – Application for Special Event License

Estimated Presentation Time: 0

Estimated Discussion Time: 0

Reviews Completed by:

Department Head: Judy Morgan Town Attorney Comments: N/A

Finance Department N/A

Fiscal Impact: None

Budget Code: N/A Amount Remaining: _____

Comments:

Background Information: Application was submitted to Clerk’s Office on July 29, 2019 for Council Approval. No posting is required.

Recommended Action (Motion): Approve Special Event Liquor License application for Verde Valley Rangers for Special Event to be held on September 14, 2019.

Instructions to the Clerk: Section II not required. Process application.



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLLC USE ONLY

Received Date:
Job #:
CSR:
License #:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fees: \$25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
 The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Rezzonico Tyler Scott [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 1505 Camp Verde AZ 86322
City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: () _____

4. Applicant's email address: [REDACTED]

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: Verde Valley Rangers Sheriffs Posse

SECTION 3 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 4 Event Location: 75 E. Hollamon St. Camp Verde, Yavapai, Arizona 86322
 Event Address: Camp Verde Town Soccer Field

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Sept 14, 2019</u>	<u>Saturday</u>	<u>9am</u>	<u>1159pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 6 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police _____ Number of Security Personnel Fencing Barriers

Explanation: Security will be at each entrance + exit. See diagram.

SECTION 7 Will this event be held on a currently licensed premise and within the already approved premises? Yes No
(If yes, Local Governing Body Signature not required)

_____ Name of Business _____ License Number _____ Phone (Include Area Code) _____

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 9 What is the purpose of this event?

- On-site consumption
- Off-site (auction/wine/distilled spirits pull)
- Both

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? 2
(The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?

Yes No If yes, please provide the following: Name of Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

Yes No If yes, please provide the following: Name of Licensee _____ License #: _____

5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Verde Valley Rangers Sheriff's Posse Percentage: 100%

Address PO Box 1505 Camp Verde, AZ 86322

Name _____ Percentage: _____

Address _____
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

I, (Print Full Name) Tyler S. Pezzonico, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: _____

LOCAL GOVERNING BOARD

Date Received: _____
I, _____ (Government Official) _____ (Title) recommend APPROVAL DISAPPROVAL
On behalf of _____ (City, Town, County) _____ Signature _____ Date _____ Phone _____

DLIC USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

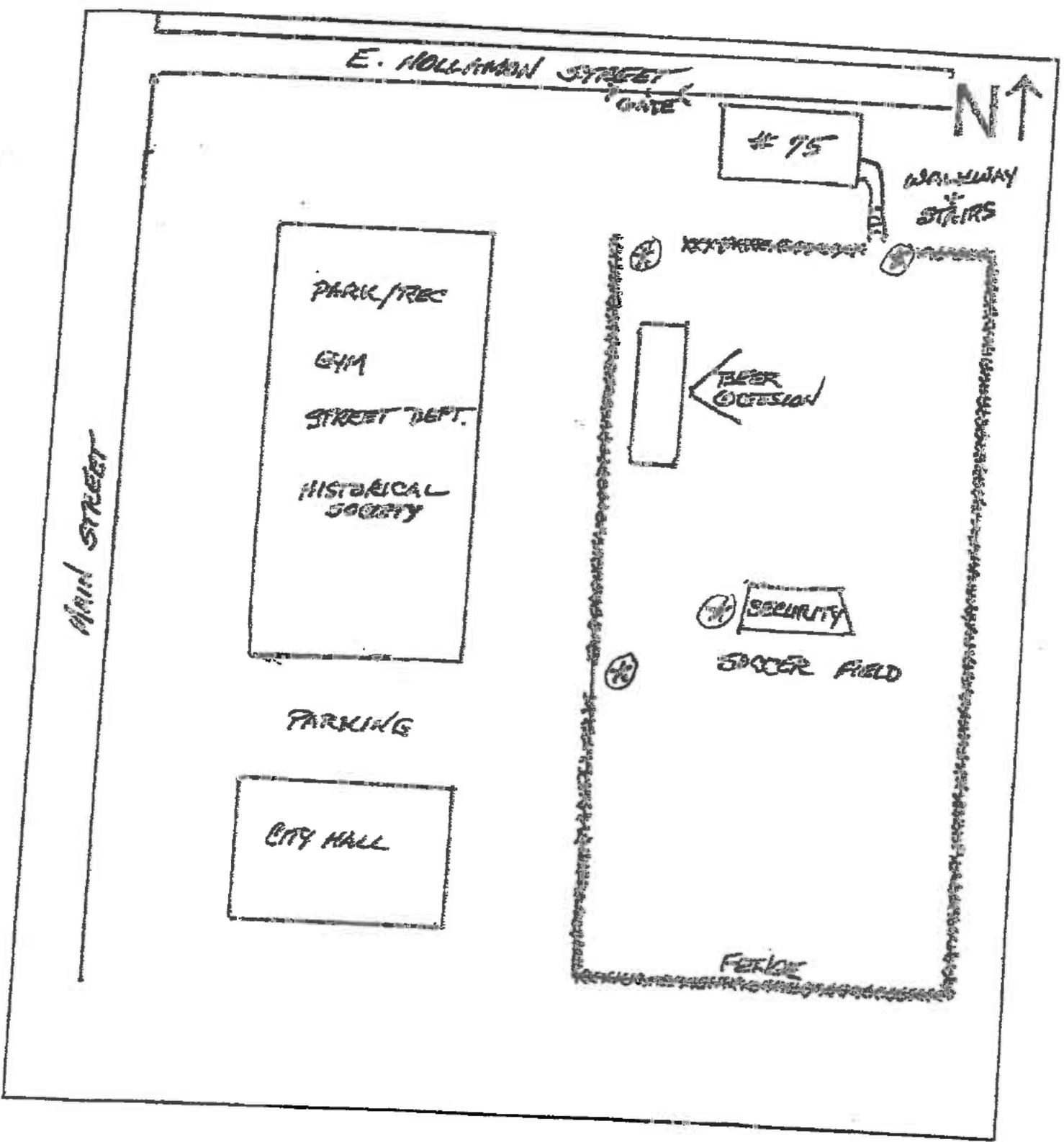
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-920.

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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Agenda Report Form – Section I

Meeting Date: August 7, 2019

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Work Session

Requesting Department: Economic Development

Staff Resource/Contact Person: Steve Ayers

Agenda Title (be exact): Possible approval of a five-year lease between the Town of Camp Verde and the Camp Verde Historical Society for use of the Rock Jail building located at 44 E. Hollamon Street and the Camp Verde Grammar School Building located at 435 South Main Street.

List Attached Documents: 1) Camp Verde Grammar School and Rock Jail lease

Estimated Presentation Time: 0

Estimated Discussion Time: 0

Reviews and comments Completed by:

Town Manager: _____ Department Head: _____

Town Attorney Comments: _____

Risk Management: _____

Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments:

Background Information: The Town of Camp Verde has leased the Camp Verde Grammar School Building to the Camp Verde Historical Society since shortly after the Town incorporated and Old Rock Jail building on Hollamon Street since 2010. Leases for both buildings expire in April 2019 and require council approval. The new lease gives the CVHS use of the Rock Jail building as a means of interpreting the town's past and reflects the shared use of the Camp Verde Grammar School as a CVHS Museum and research facility, as well as the Town of Camp Verde's Arizona Office of Tourism Visitor Information Center.

Recommended Action (Motion): Move to approve five-year leases between the Camp Verde Historical Society and the Town of Camp Verde for use of the Old Rock Jail building on Hollamon Street and the Camp Verde Grammar School Building.

Instructions to the Clerk:

**Agreement for Contracted Services
and
Municipal Lease
Between
The Town of Camp Verde
and the
Camp Verde Historical Society**

This Agreement for Contracted Services and Municipal Lease (“**Agreement**” or “**Lease**”) is entered into this _____ day of August 2019 by and between the Camp Verde Historical Society, a non-profit corporation, hereinafter referred to as "**Society**" (or Tenant) and the Town of Camp Verde, a municipal corporation, hereinafter referred to as "**Town**".

RECITALS

WHEREAS, pursuant to A.R.S,§ 9-500.11, the Town desires to enhance tourism and historical preservation by promoting Camp Verde as a destination and by assisting visitors to Camp Verde and Camp Verde residents with information and facilities which improve the quality of their experience when in Camp Verde; and

WHEREAS, the Town receives a significant portion of its tax revenue from tourists spending in the community and sales tax revenue from businesses and has established a good working partnership with the Society to promote and provide additional access to the museum through establishment of an Arizona Office of Tourism designated Arizona Visitor Information Center (AVIC); and

WHEREAS, the Town desires to maintain a strong and vital local economy and to assist in the preservation of our local history and historical artifacts and present them to more visitors by expanding hours and maintaining the presence of the Visitor Center; and

WHEREAS, the Society is qualified and has the experience, organization and facilities to provide historical preservation and museum services to the Town; and

WHEREAS, the Town and Society both have the desire and the commitment to build a strong local economy and promote Camp Verde through common use of the property known as the Camp Verde Grammar School Building

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS SET FORTH BELOW

AGREEMENT

Term: The term of this Agreement shall be from August 1, 2019 through July 31, 2024 with the option for a five-year extension upon the mutual agreement of the Town and the Society.

1. **Site:** The Town has (or will) lease to the Society the facility known as the “**Camp Verde Grammar School Building**” located at 435 S. Main Street, Camp Verde, Arizona as well as

the Old Rock Jail Building at 44 East Holloman for the term of the Agreement for \$1.00 per year.

2. **Funding and Development:** The Society agrees to maintain, operate, and manage the “Historic Society Museum” and “Old Jail” to showcase local history and historical events. The Town agrees to maintain, operate, and manage the “Visitor Center” to provide tourism services.
3. **Public Use:** The Town and the Society agree to open the Camp Verde Grammar School building to the public in accordance with the terms of this Agreement. The primary function of the building’s space will be as follows: The southern front room will serve as an Arizona Office of tourism designated Arizona Visitor Information Center (AVIC) and the Society’s gift shop and display cases. The AVIC and gift shop will be open seven (7) days a week, staffed by a Visitor Center Ambassador and, as available, docents provided by the Society. The Society, as a 501c3 non-profit established to preserve and interpret the Town’s past, will operate the northern front room as a publicly accessible museum, open to the public seven days a week, and the back (east) room as a research and archival curation facility, open to the public by appointment. The Town and the Society will share use of available storage space and the restroom, which will also be open to the public during AVIC hours.
4. **Society an Independent Contractor:** The Society provides specialized services and the Society enters this Agreement with the Town as an independent contractor. Nothing in this Agreement shall be construed to constitute the Society, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the Town of Camp Verde.
5. **Museum Staff:** The Society shall maintain and staff the Museum and Jail as deemed necessary by the Society. The Museum will be open to the public and Society staff will be available to answer all correspondence, telephone, or walk-in inquiries, when the Society volunteers are onsite. Visitors can complete the request for Research Form during hours that the Museum is open, and the Society volunteers will contact the requestor to complete the research. It is understood and agreed that the Society is free to contract with other parties or to otherwise provide additional services in order to further the mission of the Museum.
6. **Tourism:** The Society shall, for the benefit of Town, promote, develop and enhance tourism for the Town and surrounding areas through the historical preservation and the development of the Museum.
7. **Professional Services:** The Society shall also render its professional and technical services to the Town, as required by the Town, from time to time.
8. **Member Services:** The Town acknowledges that the Society, in addition to its obligations under the terms of this Agreement, will also be rendering services to its members.
9. **Town Manager/Town Council:** The Society shall do the following:
 - a. Meet with the Town Manager and/or Council on an as-needed basis, but not less frequently than annually.
 - b. Provide annual presentations to the Town Council in a regularly scheduled meeting to

inform Council of relevant activities and information related to the Society's mission.

10. Town Duties:

- a. At the request of the Society, the Town shall disclose to the Society any information pertaining to the community that may be legally released.
- b. Town shall make available Town facilities, as it deems necessary to accommodate activities associated with Society business.
- c. The Town shall provide weekly janitorial services to the Camp Verde Grammar School building at its expense, with the exception of the research and archival curation room (east), which will be maintained by Society staff.

11. Coordination: The representatives as referenced in Item 9 will meet periodically with the Society to discuss the coordination between the Town and the Society on items of mutual interest that promote tourism and to provide visitor information.

12. Dispute Resolution: Town or the Society may from time to time desire changes to the operation hours, staffing, maintenance schedule or use of space. The other party shall not unreasonably withhold such requests, and both parties will work in good faith towards agreement. If and in the event a dispute between the parties arises, the issue shall be presented to the Town Manager for arbitration.

13. Early Termination: If in the event the Town proceeds on any plans which may affect the Society's ability to operate a Museum and Jail, the Town may terminate the Lease upon six (6) months written notice to the Society.

14. Lease: The Town will provide use of the Museum and the back (east) research and archival curation room to the Society subject to the terms and conditions of the Lease as set forth in this Agreement.

16. Choice of Law: This Agreement is entered into in the State of Arizona and shall be construed and interpreted under the laws of the State of Arizona including, without limitation, the provisions of A.R.S. § 38-511.

Lease

LANDLORD: Town of Camp Verde, an Arizona municipal corporation, 473 South Main Street, Ste. 102, Camp Verde, AZ 86322

TENANT: Camp Verde Historical Society, P.O. Box 1184, Camp Verde, AZ 86322

WHEREAS, the Landlord and Tenant agree it would be in the public interest to establish a museum for use by the Society, and other related public agencies, for promotion of tourism and historical preservation in addition to a visitor center an AVIC; and

WHEREAS, the Town has provided facilities located at 435 S. Main Street, formerly known as the “**Camp Verde Grammar School Building**”, and facility located at 44 E Holloman, known as the “**Old Jail**” and related parking areas; and

WHEREAS, the parties have entered into an Agreement for services relating to the promotion of tourism, economic development and historical preservation and a museum;

WHEREAS, the parties wish to memorialize their understanding regarding the lease of the Camp Verde Grammar School Building to be used as a Museum and AVIC, as defined in the Agreement above (the “**Properties**”); and

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS SET FORTH BELOW

Terms & Conditions of Lease

1. **Property and Use:** Landlord shall lease to Tenant the Properties located at 435 South Main Street, and 44 East Holloman Street *provided that* some of the areas (including the adjoining parking areas) are reserved by the Town for municipal use. for its office facility, Museum to fulfill both the terms of the Agreement with the Town, and its role as the administration center for its member businesses and the public along with a Visitor Center as well as the Jail for public events.
2. **Term:** The term of the Lease shall be for the period August 1, 2019 to July 31, 2024. The Lease may be extended by both parties, under the same terms and conditions, for an additional 5 year period at the expiration of the initial term of the Lease.
3. **Improvements:** Tenant shall not make any modifications or improvements to the Properties without the prior consent of the Landlord. Any office equipment, supplies, or other fixtures brought to the Properties by Tenant, shall remain the property of the Tenant.
4. **Rent:** Payment of rent during the term of the Lease shall be the nominal sum of \$1.00 *per year*, acknowledging that the occupancy and use of the Properties for Museum services will be a benefit of the citizens of the Town and the surrounding communities.
5. **Utilities:** Costs of the utilities to the Properties such as electrical service and any separate heating/cooling costs, where they may be prorated, shall be the responsibility of the Town.
6. **Public Use:** The Tenant shall hold the Museum and portion of the Property as well as the Jail open to the public in accordance with the terms of the Agreement entered into with the Landlord concurrently herewith. The Tenant shall allow for emergency access through the office/curation area, which shall be alarmed and maintained. Installation and ongoing costs for this alarm shall be the Landlord’s responsibility with proper access given to the Landlord for accidental non-emergency purposes. The Society will continue to be responsible for the current alarm on the exterior doors and interior motion detectors. This Society responsibility includes the annual payment, service payments, and management of the system.
7. **Sublease:** Tenant shall not sublease any portion of the Properties without the written

consent of the Landlord.

8. **Maintenance:** Tenant shall be responsible for the general maintenance of the Properties in their condition at the time of initial occupancy, *provided that* Landlord shall be responsible for maintaining the heating/cooling and other larger maintenance requirements of the building.
9. **Signs:** Tenant shall not install any exterior signage on the Properties without the prior written approval of the Landlord.
10. **Remodeling:** The Properties herein are integral parts of Main Street and will link the historic areas of the Town with Fort Verde Historic State Park. Therefore, the Landlord reserves the right to effect changes in the building structure, parking, and access consistent with the surrounding parking areas that indicates the primary uses of the Properties for use as an Historical Society Museum, Jail and Visitor Center.
11. **Insurance:** Tenant agrees to procure and maintain, at its sole expense, a policy of General Liability insurance with a limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage that names the Landlord as an Additional Insured in connection with the Museum and Jail as provided herein; the Tenant shall keep said policy in force for the duration of this Lease, and for any extension thereof. The Tenant shall provide the Landlord with the Certificate of Insurance (COI) evidencing such insurance coverage. This aforementioned COI and the fully executed Agreement must be returned simultaneously to the Landlord. Only upon the Landlord's receipt of both the aforementioned documents, will the Agreement and Lease become effective,
12. **Dispute Resolution:** If a dispute between the parties arises as to the terms and obligations under this Lease, then the Landlord and the Tenant shall attempt in good faith to resolve said dispute.
13. **Early Termination:** If the Landlord proceeds with any plans which may affect the Museum and/or Jail, the Landlord may terminate this Lease upon six (6) months written notice to the Tenant.
14. **Choice of Law:** This Lease is entered into in the State of Arizona and shall be construed and interpreted under the laws of the State of Arizona. The Agreement and Lease are subject to termination pursuant to A.R.S. § 38-511.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Lease to be executed by their duly authorized officials on August 7, 2019.

APPROVED AS TO FORM:

Charles German, Mayor

Town Attorney

ATTEST:

Judy Morgan, Town Clerk

Date

APPROVAL AND EXECUTION BY TENANT

PASSED AND APPROVED BY CAMP VERDE HISTORICAL SOCIETY ON THE 1st day of August 2019.

CAMP VERDE HISTORICAL SOCIETY

By: _____
Ray Floyd, Board President

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Smithsonian

WATER | WAYS

A Smithsonian traveling exhibit made possible by Arizona Humanities and Arizona State University

az HUMANITIES
EXPLORE. SHARE. EXPERIENCE.

ASU Arizona State University

LOCAL PARTNERS



ELEMENTS of Water | Ways



Exhibition @Camp Verde
Community Library



Programs/Events throughout the
Verde Valley



WaterSim Arizona - Online



ARIZONA TOUR 2018-2020

- Bisbee
- Fort Apache
- Miami
- Florence
- Sierra Vista
- Dragoon
- Winkelman
- Page
- Camp Verde
- Tubac
- Black Canyon City
- Lake Havasu City



CAMP VERDE
COMMUNITY
LIBRARY
EXHIBITION
DATES:

AUGUST 24 –
OCTOBER 5

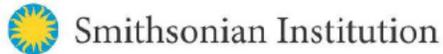




Verde Valley Water|Ways Events August 23 - October 11, 2019

Water|Ways comes to the Verde Valley August 24 – October 5, 2019, hosted at the Camp Verde Community Library. Join us at these local events to learn and celebrate water in the Verde Valley and Arizona.

Visit VerdeRiver.org/WaterWays for more information.



The Arizona tour of Water|Ways is a traveling exhibition funded by the Smithsonian Institution, Arizona Humanities, and Arizona State University.



Verde Valley Water|Ways Events

August 20 - October 11, 2019, Tues - Thurs., 10am - 3pm
Visions of the Verde Juried Art Exhibit
Yavapai College Verde Art Gallery, 601 Black Hills Dr, Clarkdale, AZ

August 23, 2019, 5-7pm
Opening Reception, *Visions of the Verde Art Exhibit*
Yavapai College Verde Art Gallery, 601 Black Hills Dr, Clarkdale, AZ

August 24, 2019, 1-5pm
Opening of the Water|Ways Exhibit
Camp Verde Community Library, 130 Black Bridge Lp Rd, Camp Verde, AZ

August 24, 2019, 1-5pm
Water|Ways Story Walk at Rezzonico Park
Camp Verde Community Library, 130 Black Bridge Lp Rd, Camp Verde, AZ

August 24 - October 5, 2019
Water|Ways Exhibit
Camp Verde Community Library, 130 Black Bridge Lp Rd, Camp Verde, AZ

September 7, 2019, 9am - 1pm
Watershed Field Trip of the Savannah Area
Tour with Save Our Ancient Red Rocks, Sedona, AZ

September 12, 2019, 5-8pm
Water|Ways Thirsty Thursday Tap Takeover with Arizona Wilderness
The State Bar, 1048 N Main St, Cottonwood, AZ

September 14, 2019, 2pm
Viva & Verde Film Screening and Discussion Hosted by Yavapai-Apache Nation
Cliff Castle Conference Center, 555 W Middle Verde Rd, Camp Verde, AZ

September 17, 2019, 2pm
Book Discussion: *"The Emerald Mile"* by Kevin Fedarko
Yavapai College Verde Valley Campus Library
601 Black Hills Dr, Clarkdale, AZ

September 21, 2019, 11am
AZ Humanities Frank Talk: *"Water in the Southwest: Where have we been, and where are we going?"* Dr. Jennifer Richter
Cottonwood Public Library, 100 S 6th St, Cottonwood, AZ

September 24, 2019, 6:30pm
Film Screening: *"Wrenched: The Legacy of the Monkey Wrench Gang"*
Yavapai College Verde Valley Campus Community Room M-137
601 Black Hills Dr, Clarkdale, AZ

September 26, 2019, 6pm
"Verde River Elegy: A Journey to the River's End"
Author Talk/Book Signing with Jon Fuller
Camp Verde Community Library
130 Black Bridge Lp Rd, Camp Verde, AZ

October 11, 2019, 3:30pm
"AZ H2O+Art," Arizona Humanities speaker, James Ballinger
Yavapai College Verde Valley Campus Community Room M-137
601 Black Hills Dr, Clarkdale, AZ

October 11, 2019, 5 - 7pm
Closing Reception, *Visions of the Verde Art Exhibit*
Yavapai College Verde Art Gallery, 601 Black Hills Dr, Clarkdale, AZ

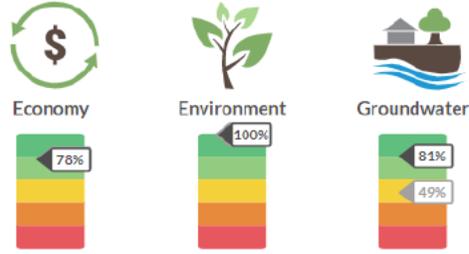
Learn more at VerdeRiver.org/WaterWays



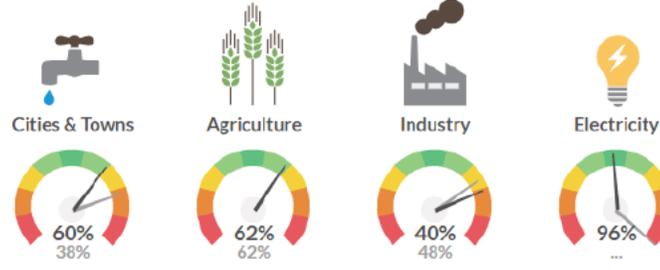
PROGRAMS &
EVENTS
THROUGHOUT
THE VERDE
VALLEY

AUGUST 23 –
OCTOBER 11

Sustainability Indicators



Efficiency of Water Use Indicators



Policy

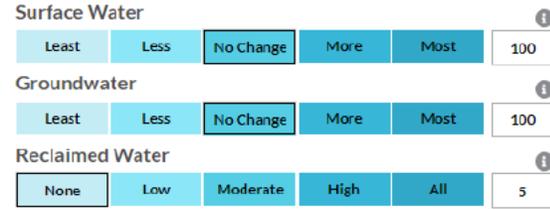
Drought

Flow Chart

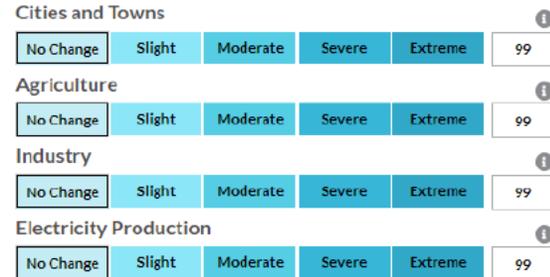
Bar Charts

Line Charts

Water Source Availability

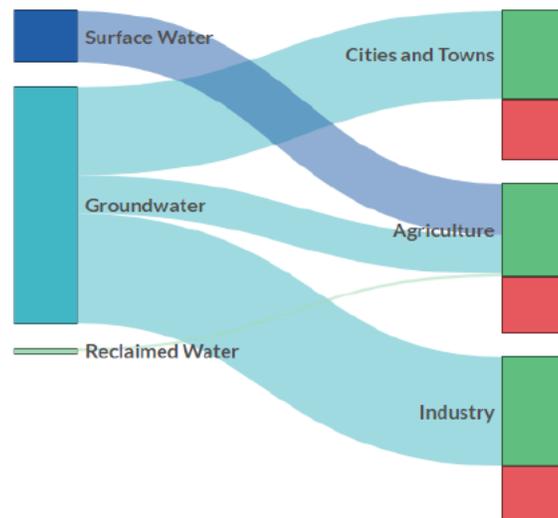


Change in Water Use Efficiency for:



Sources of Water

Consumers of Water



Assessment: Can you make it better?

Supplies and demands are not balanced!
The regions' sustainability is very high!

- The local economy that provides community jobs and income is doing well. Jobs and income are growing. People are content.
- The natural environment in and along rivers and lakes is thriving. Air quality is good and recreation is excellent.
- Local groundwater supplies in excellent shape. Chances of surviving a long-term drought are excellent.
- Community residents and businesses are using more water than is really needed to maintain quality of life and economy.
- Farmers are using more water than is needed to maintain a viable agricultural economy.
- Large industry such as mining and material processing are suffering water shortages, negatively impacting industry's bottom line.
- Power plants are shifting to lower water use technology and spreading costs over time.

WATERSIM ARIZONA

@Yavapai
College Library
Verde Campus:
AUG 26-SEP 7

@Cottonwood
Public Library:
SEP 9-21

@Sedona Public
Library:
SEP 23-OCT 5

*Exhibition
Opening Event*

Saturday,
August 24, 2019
1:00p – 5:00p

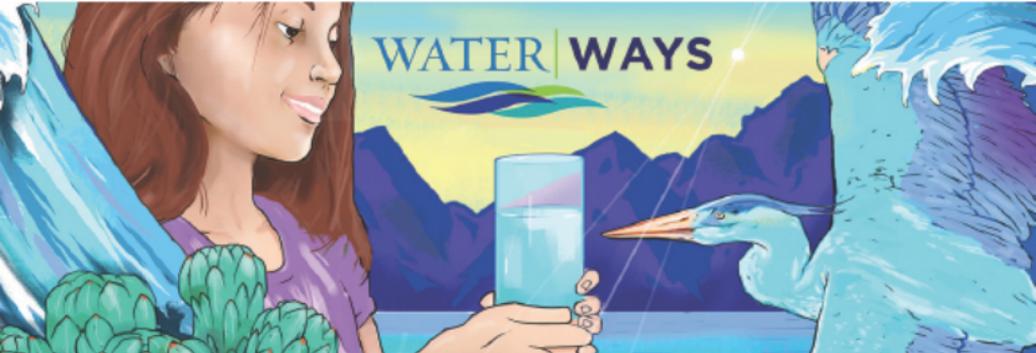
Camp Verde
Community Library

A PERSONAL INVITATION



CALENDAR OF EVENTS

<https://verderiver.org/waterways/>



Verde Valley Water|Ways Events August 23 - October 11, 2019

Water|Ways comes to the Verde Valley August 24 – October 5, 2019, hosted at the Camp Verde Community Library. Join us at these local events to learn and celebrate water in the Verde Valley and Arizona.

Visit VerdeRiver.org/WaterWays for more information.

Friends of the Verde River and these partners bring Water|Ways to the Verde Valley.



**Friends of the
VERDE RIVER**



**Yavapai
COLLEGE**



WATER | WAYS



az HUMANITIES
EXPLORE. SHARE. EXPERIENCE.

ASU Arizona State University



Smithsonian Institution

The Arizona tour of Water|Ways is a traveling exhibition funded by the Smithsonian Institution, Arizona Humanities, and Arizona State University.



Verde Valley Water|Ways Events

August 20 - October 11, 2019, Tues - Thurs., 10am - 3pm

Visions of the Verde Juried Art Exhibit

Yavapai College Verde Art Gallery, 601 Black Hills Dr, Clarkdale, AZ

August 23, 2019, 5-7pm

Opening Reception, *Visions of the Verde Art Exhibit*

Yavapai College Verde Art Gallery, 601 Black Hills Dr, Clarkdale, AZ

August 24, 2019, 1-5pm

Opening of the Water|Ways Exhibit

Camp Verde Community Library, 130 Black Bridge Lp Rd, Camp Verde, AZ

August 24, 2019, 1-5pm

Water|Ways Story Walk at Rezzonico Park

Camp Verde Community Library, 130 Black Bridge Lp Rd, Camp Verde, AZ

August 24 - October 5, 2019

Water|Ways Exhibit

Camp Verde Community Library, 130 Black Bridge Lp Rd, Camp Verde, AZ

September 7, 2019, 9am - 1pm

Watershed Field Trip of the Savannah Area

Tour with Save Our Ancient Red Rocks, Sedona, AZ

September 12, 2019, 5-8pm

Water|Ways Thirsty Thursday Tap Takeover with Arizona Wilderness

The State Bar, 1048 N Main St, Cottonwood, AZ

September 14, 2019, 2pm

Viva la Verde Film Screening and Discussion Hosted by Yavapai-Apache Nation

Cliff Castle Conference Center, 555 W Middle Verde Rd, Camp Verde, AZ

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October 11, 2019, 5 - 7pm

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Town Council Agenda at 20 Page Packet

Learn more at VerdeRiver.org/WaterWays



Agenda Item Submission Form – Section I

Meeting Date: August 7, 2019

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Work Session

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Corey Rowley

Agenda Title (be exact): Arizona Law Enforcement Accreditation Program presentation by the Marshal's Office to provide overview of the process the Marshal's Office has begun to become an accredited police agency in Arizona.

List Attached Documents:

Estimated Presentation Time: 10 Minutes

Estimated Discussion Time: 10 Minutes

Reviews and comments Completed by:

- Town Manager: _____ Department Head: Corey Rowley
- Town Attorney Comments: _____
- Risk Management: _____
- Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments: _____

Background Information:

The Marshal's Office has begun the process of becoming accredited through the Arizona Law Enforcement Accreditation Program (ALEAP). The Arizona Association of Chiefs of Police (AACOP), is the accrediting agency in the State of Arizona. This voluntary process is designed to ensure that the Camp Verde Marshal's Office is following the best practices in the safe, efficient and effective delivery of law enforcement services and is a highly prized recognition of law enforcement excellence.

The Accreditation Process through the Arizona Law Enforcement Accreditation Program requires an intensive review of the department's policies and procedures to ensure they are in consistent with best practices in law enforcement and will allow the Marshal's Office to demonstrate both to our officers and the public that we are holding ourselves accountable to the highest possible standards. Accreditation results in greater accountability within the agency,

reduced risk and liability exposure, stronger defense against civil lawsuits, increased community advocacy, and more confidence in the agency's ability to operate efficiently and respond to community needs.

Accreditation is valid for a four-year period during which time the Marshal's Office must submit annual reports attesting to their continued compliance with those standards under which it was initially accredited.

Recommended Action (Motion):

Instructions to the Clerk:



Agenda Report form – Section I

Meeting Date: August 7, 2019

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation

Requesting Department: Library

Staff Resource/Contact Person: Kathy Hellman

Agenda Title (be exact): Approve Camp Verde Community Library’s Agreement for Library Support Services and Membership in the YLN

List Attached Documents: *Agreement for Library Support Services and Membership in the Yavapai Library Network Town of Camp Verde Community Library*

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews and comments Completed by:

- Town Manager: _____ n/a **Department Head:** Kathy D Hellman
- Town Attorney Comments:** reviewed and approved 6/03/2019
- Risk Management: _____ n/a **HR Specialist:** n/a
- Finance Department**
Fiscal Impact:
Budget Code: n/a **Amount Remaining:** _____
Comments:

Background Information:

This is an updated version of the agreement currently on file with the Clerk’s Office. The initial term of this Agreement shall commence on July 1, 2019, and shall continue through June 30, 2020. Thereafter, this Agreement shall automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms.

Recommended Action (Motion): Approve the agreement as presented.

Instructions to the Clerk: We need two original signed copies, one for Camp Verde Town Clerk’s Office and one for the Yavapai County Free Library District.

**AGREEMENT FOR LIBRARY SUPPORT SERVICES
AND MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK
TOWN OF CAMP VERDE COMMUNITY LIBRARY**

This Agreement for Library Support Services and Membership in the Yavapai Library Network (hereinafter referred to as this “Agreement”) is made and entered into July 1, 2019, by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter referred to as “DISTRICT”), and Town of Camp Verde Community Library, a(n) Arizona corporation/political subdivision of the State of Arizona (hereinafter referred to as “MEMBER LIBRARY”). DISTRICT and MEMBER LIBRARY may each be referred to individually as a “Party” or “party,” and collectively as the “Parties” or “parties.”

RECITALS

WHEREAS, DISTRICT is a special taxing subdivision of the State of Arizona established in 1987 for the purpose of providing library services to participating town and city libraries and unincorporated areas of Yavapai County, pursuant to A.R.S. §§ 48-3901 *et seq.*; and,

WHEREAS, DISTRICT is authorized to exercise the powers granted generally to municipal corporations by the constitution and laws of the State of Arizona, pursuant to A.R.S. § 48-3902; and,

WHEREAS, DISTRICT is a county free library district established and maintained pursuant to A.R.S. § 11-901; and,

WHEREAS, DISTRICT, various municipalities, boards, and other entities recognize the need to cooperate in the provision of library services and have since 1985 formed a consortium of public, school, academic, and special libraries known as the Yavapai Library Network (hereinafter referred to as “YLN”); and,

WHEREAS, YLN better serves the needs of libraries in Yavapai County through mutual cooperation, resource sharing, and the use of common technology standards for library products and services; and,

WHEREAS, MEMBER LIBRARY wishes to become a member of the YLN and participate in the YLN; and,

WHEREAS, MEMBER LIBRARY wishes to join together with DISTRICT and YLN to cooperate in the provision of library products and services in Yavapai County; and,

WHEREAS, MEMBER LIBRARY is classified as a(n):

- ✓ PUBLIC LIBRARY, which is a library, open to the general public, that does not charge Yavapai County residents to obtain a library card or checkout an item that is available for checkout in any library in the Yavapai Library Network;
- SCHOOL LIBRARY, which is a library that only serves K-12 students, faculty, and staff

that attend the school or are part of the school district where the library is located. A School Library is not open to the general public;

□ ACADEMIC LIBRARY, which is a library that supports a college or university, that may or may not be open to the general public, and serves the students, faculty, and staff of the college or university; or

□ SPECIAL LIBRARY, which is a library that gives the general public access to its collection, but does not allow items in its collection to leave the library premises; and,

WHEREAS, the Parties have determined that it is in their mutual interest to enter into an agreement whereby DISTRICT shall provide data services, support, and other library services to MEMBER LIBRARY, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to become legally bound, agree as follows:

- 1. Term of Agreement.** The initial term of this Agreement shall commence on July 1, 2019, and shall continue through June 30, 2020. Thereafter, this Agreement shall automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms.
- 2. Termination.**
 - 2.1. Termination for Convenience/Without Cause.** The Parties may terminate or cancel this Agreement at any time for any reason, with or without just cause, with ninety (90) days written notice to the other party specifying the termination date.
 - 2.2. Termination for Breach.** In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming a breach shall provide written notice to the Party for which a breach is alleged, with said notice setting forth the factual basis for the determination that a breach has occurred. If the alleged breach is not remedied within fifteen (15) days of receipt of the notice by the Party for which a breach is alleged, this Agreement may terminate, at the option of the Party alleging a breach.
 - 2.3. Residual Obligations.** Unless otherwise expressly agreed by the Parties, all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination or non-renewal is effective shall remain in full force and effect and binding on the respective Parties. MEMBER LIBRARY agrees to forfeit any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.
 - 2.4. Cancellation for Conflict of Interest.** This Agreement is subject to cancellation pursuant to

A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

3. DISTRICT Duties and Obligations for Library Support Services. DISTRICT hereby agrees to:

- 3.1.** Assign, within budgetary and resources limitations, technical, professional, and management staff to meet the normal service requirements of MEMBER LIBRARY and YLN. Examples of normal service requirements include cataloging, routine system maintenance, upgrades, backups, and recovery.
- 3.2.** Timely notify MEMBER LIBRARY of system changes and scheduled system outages.
- 3.3.** Work cooperatively with vendors, MEMBER LIBRARY, YLN, and others to ensure compliance with industry standards and to ensure the success of on-going system operations.
- 3.4.** Act as YLN's host, fiscal, and administrative agent to ensure continued delivery of library services to MEMBER LIBRARY and to facilitate the stability and operations of YLN.
- 3.5.** Provide dedicated hardware and software resources to be housed in a secure environment and incorporate sufficient bandwidth to allow MEMBER LIBRARY to readily access the resources of the YLN.
- 3.6.** Provide periodic operational status reports to inform MEMBER LIBRARY of the nature, type, and status of services being rendered by DISTRICT.
- 3.7.** Provide technical management services for YLN systems including, but not limited to, maintenance and systems administration that supports the operation of the Integrated Library System (ILS).
- 3.8.** Evaluate all equipment that interfaces directly with DISTRICT or YLN services to ensure compatibility.
- 3.9.** Apply enhancements to the ILS, with the advice and recommendations of the YLN Steering Committee, deems necessary.
- 3.10.** Allocate financial resources, as DISTRICT deems necessary, for the stability, growth, and enhancement of YLN.
- 3.11.** Gather statistics and other information, as required, for establishing annual billing amounts payable by MEMBER LIBRARY to ensure the continuity of YLN operations. Statistics gathered will be based on a full calendar year, if possible.
- 3.12.** Provide MEMBER LIBRARY an estimated annual cost of operation assessment with anticipated benefits for MEMBER LIBRARY no later than January 15 each year.
- 3.13.** Provide MEMBER LIBRARY an annualized invoice for MEMBER LIBRARY's

Membership Fee no later than March 15 each year in accordance with the methodology in the “MEMBERSHIP FEE” document attached hereto as Exhibit A.

3.14. Notify MEMBER LIBRARY of any determination by DISTRICT to withdraw from oversight of and/or participation in YLN no less than 1 year prior to the effective date of any such determination.

3.15. Additional duties and obligations if MEMBER LIBRARY is a School Library or Academic Library, as more fully described on the “REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY” document attached hereto as Exhibit B.

4. MEMBER LIBRARY Duties and Obligations for Library Support Services. MEMBER LIBRARY hereby agrees to:

4.1. Coordinate with DISTRICT prior to the acquisition of any hardware or software intended to interface with YLN designated systems to ensure proper functionality and compatibility for MEMBER LIBRARY.

4.2. And understands that DISTRICT reserves the right to decline to connect any hardware and/or software determined by DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of DISTRICT or YLN.

4.3. Designate an individual who can resolve computer problems and who is responsible for consulting with DISTRICT regarding matters relating to the operation of the automated system.

4.4. Purchase, operate, and maintain, at MEMBER LIBRARY’s sole expense, its circulation, cataloging, and public access stations and telecommunications equipment.

4.5. Provide, at MEMBER LIBRARY’s sole expense, Internet connectivity with sufficient bandwidth to meet MEMBER LIBRARY’s needs and any requirements established by DISTRICT or YLN.

4.6. Pay all fees and charges pursuant to this Agreement no later than 30 days following receipt of an invoice for said fees or charges.

4.7. Clearly check the appropriate box below indicating whether MEMBER LIBRARY is an Affiliate Library of DISTRICT pursuant to A.R.S. § 11-903(A) (hereinafter referred to as “Affiliate Library”):

MEMBER LIBRARY is an Affiliate Library.

MEMBER LIBRARY is NOT an Affiliate Library.

4.7.1. If MEMBER LIBRARY is an Affiliate Library, then MEMBER LIBRARY agrees

to the following additional duties and obligations as an Affiliate Library as follows:

- 4.7.1.1** Affiliate Library shall provide equal access to use an Affiliate Library’s facilities and services, including core services such as borrowing privileges and computer use, if available, free of charge, to all the residents of Yavapai County.
- 4.7.1.2** DISTRICT and Affiliate Library shall cooperate in planning and implementing resource sharing activities acceptable to DISTRICT and Affiliate Library. Shared resources shall be free to Yavapai County residents, except if there are inter-library loans or materials from a lending library that is not a member of the YLN. If the lending library is not a member of the YLN, then postage recovery costs for library materials sent to and from the library that is not a member of the YLN may be passed on to the user up to a total cost of \$6.00 per item or transaction.
- 4.7.1.3** DISTRICT acknowledges that the services to be performed by the Affiliate Library have a value to the residents of Yavapai County and that if Affiliate Library did not perform library services for its community, then DISTRICT may have to bear the costs of providing library services to residents benefitting from the Affiliate Library.
- 4.7.1.4** Affiliate Library may be eligible for a distribution of funds from DISTRICT according to the formula as set forth in “ANNUAL CONTRIBUTIONS TO AFFILIATE LIBRARY” attached hereto as Exhibit C.
 - 4.7.1.4.1** Affiliate Library agrees and acknowledges that DISTRICT, in its sole discretion, may or may not allocate funds for an annual contribution, and that if funds are allocated for an annual contribution, the amounts may fluctuate from year-to-year. The estimated allocated amount, if any, and conditions, if any, will be provided to Affiliate Library on or before March 15 of each year.
 - 4.7.1.4.2** Affiliate Library agrees and acknowledges that the combined contribution for funds for Fiscal Year (FY) 2019-20 for Affiliate Libraries, before the Contribution Formula is applied, is \$1,675,000, as evidenced on Exhibit C.
 - 4.7.1.4.3** Affiliate Library may receive an annual contribution so long as Affiliate Library is a member of the YLN.
 - 4.7.1.4.4** If Affiliate Library receives funds from DISTRICT, then Affiliate Library shall solely use funds received from

DISTRICT to directly support Affiliate Library, and Affiliate Library shall provide a certification on or before July 31 of each year that Affiliate Library has solely used funds from DISTRICT to directly support Affiliate Library. DISTRICT shall provide the certification form for Affiliate Library to use on or before May 31 of each year. DISTRICT may also request an annual accounting from Affiliate Library describing the manner and use of DISTRICT funds, and Affiliate Library shall provide the annual accounting to DISTRICT within thirty (30) days of receipt of such request.

4.7.1.4.5 Affiliate Library agrees and acknowledges that all unused funds Affiliate Library receives from DISTRICT in a fiscal year shall be forfeited to DISTRICT.

4.7.1.5 Affiliate Library agrees and acknowledges that contributions and funds that are declared for a specific purpose shall be used for their declared purpose.

4.7.1.6 Affiliate Library agrees and acknowledges that contributions and funds that are not used for their declared purpose are forfeited and shall be the property of DISTRICT.

4.7.1.7 All library materials purchased with DISTRICT funds for Affiliate Library are the property of the Affiliate Library.

4.7.1.8 Affiliate Library may wish to utilize technology support services from DISTRICT in accordance with the detailed description of “TECHNOLOGY SUPPORT SERVICES” attached hereto as Exhibit D. Affiliate Library shall check the appropriate box below whether it elects to utilize these services:

Affiliate Library will utilize technology support services as outlined in Exhibit D.

Affiliate Library will NOT utilize technology support services as outlined in Exhibit D.

5. Membership in YLN and Duties and Obligations for Membership in the YLN. Under the terms of this Agreement, DISTRICT and MEMBER LIBRARY are members of the YLN and as members of the YLN, MEMBER LIBRARY agrees to:

5.1. Adhere to all YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines.

5.2. Contribute bibliographic and holdings data into the ILS.

- 5.3.** Protect the security and access to the catalog and further agree to comply with YLN protocols with regard to cataloging as outlined in the YLN Cataloging Manual.
- 5.4.** Comply with the requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases.
- 5.5.** Comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of DISTRICT and YLN.
- 5.6.** Adhere to practices and procedures as outlined in the YLN Circulation Manual.
- 5.7.** Have access to the YLN catalog of shared items that shall be available for use.
- 5.8.** Allow members of the general public to use its premises to view and use materials available in the online catalog, except if MEMBER LIBRARY is a School Library or an Academic Library not open to the general public.
- 5.9.** Participate in sharing library materials with and between all YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.10.** Be a pick-up and a drop-off location for library materials to and from other YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.11.** At all times maintain the privacy and confidentiality of library users and patrons acting in compliance with all privacy laws, including A.R.S. § 41-151.22 and, if applicable, those specifically relevant to students as covered under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99. DISTRICT and MEMBER LIBRARY acknowledge that violations of user privacy may be subject to civil penalties and criminal prosecution.
- 5.12.** Form a YLN Steering Committee, which shall act as a general oversight and guidance body in accordance with YLN governing documents and as outlined on the “YLN STEERING COMMITTEE” document attached hereto as Exhibit E.
- 5.13.** Participate in the functions and activities of the YLN Steering Committee.
- 5.14.** Designate a representative to serve on the YLN Steering Committee.
- 5.15.** DISTRICT providing a secretary for taking minutes at YLN Steering Committee Meetings.
- 5.16.** The duties and obligations of the YLN Steering Committee as follows:
 - 5.16.1.** The YLN Steering Committee shall allocate funds collected from the Membership Fee as determined to be necessary for the stability, growth, and enhancement of YLN and MEMBER LIBRARY.

- 5.16.2.** The YLN Steering Committee shall determine the total annual amount of funds to be collected for the Membership Fee in accordance with Exhibit A. The total amount to be collected for FY 2019-20 is \$175,000.
- 5.16.3.** The YLN Steering Committee shall have as its ex officio member the DISTRICT or Yavapai County Information Technology Services (ITS) Library Network Manager.
- 5.16.4.** All decisions of the YLN Steering Committee shall be ratified by the DISTRICT Director to be effective.
- 5.16.5.** The YLN Steering Committee, through its policies and procedures, may place additional requirements on YLN membership and duties and obligations of membership.
- 5.17.** Form a YLN Executive Committee in accordance with YLN governing documents.
- 5.18.** DISTRICT providing a secretary for taking minutes at YLN Executive Committee Meetings.
- 5.19.** Establish a YLN Fund. MEMBER LIBRARY and DISTRICT shall pay a Membership Fee to DISTRICT with the amount to be determined annually as set forth in Attachment A. All monies collected will be deposited in the Yavapai County Library Network Fund (hereinafter referred to as “YLN Fund”) of which DISTRICT is the custodian. The YLN Steering Committee shall have sole discretion on how the YLN Fund is expended. The YLN Fund does not have to be fully expended each year and can roll-over.
- 5.20.** The purpose of the YLN Fund as follows:
- 5.20.1.** Ensure the continued stability and viability of the YLN.
 - 5.20.2.** Allow for service expansions.
 - 5.20.3.** Upgrade technology to ensure the provision of existing services.
- 5.21.** The YLN Fund being expended in the following areas:
- 5.21.1.** Technology purchases.
 - 5.21.2.** Library-related service expansions.
 - 5.21.3.** Special Projects.
 - 5.21.4.** Professional development and continuing education.
- 5.22.** Have the YLN Fund pay for a cataloging position at DISTRICT that is dedicated to the YLN

to lead technical services, monitor and maintain the bibliographic database, provide training on cataloging processes and standards to the members of the YLN, and attend YLN meetings as needed. The cataloging position shall report to the DISTRICT Director and require a Master's in Library Science or a related field and at least three (3) years of experience cataloging or training personnel in a library or library system, pursuant to a job description approved by DISTRICT and the YLN Steering Committee.

5.23. Have the YLN Fund pay for additional positions dedicated to the YLN pursuant to job descriptions approved by DISTRICT and the YLN Steering Committee.

5.24. MEMBER LIBRARY forfeiting any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN or the YLN Fund if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.

5.25. The YLN Fund and all items purchased with the YLN Fund being transferred to another entity if the YLN's administrative and fiscal functions are transferred to such other entity.

5.26. The YLN Fund and all items purchased with the YLN Fund becoming the property of DISTRICT if the YLN dissolves. This is in consideration of DISTRICT's provision of services pursuant to this Agreement.

6. Insurance. The parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a party upon request.

7. Mutual Indemnification. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of actions taken in performance of this Agreement (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

8. Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

DISTRICT:
Yavapai County Free Library District
Attn: Corey Christians, Director
1971 Commerce Center Circle, Suite D
Prescott, AZ 86301

MEMBER LIBRARY:
Camp Verde Community Library
Attn: Kathy D Hellman, Library Director
130 Black Bridge Road
Camp Verde AZ 86322

The Parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

- 9. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 10. Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT or MEMBER LIBRARY. This Agreement is not intended to benefit any third party.
- 11. Assignment.** MEMBER LIBRARY is prohibited from assigning, transferring, conveying, or otherwise disposing of its obligations under this Agreement, in whole or in part, or its power to execute such agreement to any other person, company, or corporation without the prior written consent of DISTRICT, which may be withheld at the sole discretion of DISTRICT. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 12. Compliance with Law.** The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
- 13. Fingerprint and E-verify.** If required, and only to the extent required, the parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
- 14. Non-discrimination.** The parties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this Agreement by reference, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
- 15. Americans With Disabilities Act.** The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 16. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401

(together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

- 17. Workers’ Compensation.** For purposes of workers’ compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this Agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. The parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 18. Written Certification Pursuant to A.R.S. § 35-393.01.** The parties are not currently engaged in, and agree for the duration of this Agreement, to not engage in, a boycott of Israel.
- 19. Alternative Dispute Resolution.** In the event of any dispute under this Agreement, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 20. Waiver of Jury Trial/Waiver of Attorneys’ Fees.** The parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys’ fees, either pursuant to this Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.
- 21. Governing Law.** This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. The parties agree to bring any legal proceedings arising under this Agreement in a state or federal court of competent jurisdiction within Yavapai County, Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
- 22. Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the parties hereto, either party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If the Parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.

- 23. Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
- 24. Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
- 25. Waiver.** A party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
- 26. Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it
- 27. Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
- 28. Incorporated Documents and Order of Precedence.** All Exhibits identified herein and YLN governing documents, including, but not limited to, bylaws, bylaws, policies, rules, and guidelines, are incorporated in this Agreement by reference. In the event of conflicts or discrepancies among this Agreement and any amendments thereto, Exhibits, or YLN governing documents, interpretations will be based on the following priorities in the following order:
- 28.1.** Amendments and/or modifications to this Agreement;
 - 28.2.** This Agreement;
 - 28.3.** All Exhibits identified herein and incorporated by reference; and
 - 28.4.** YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines.

29. Entire Agreement. This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

30. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

31. Legal Agreement. This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

DISTRICT: Yavapai County Free Library District

_____ Date: _____
Randall W. Garrison, Chairman,
Board of Directors

This AGREEMENT has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to DISTRICT.

_____ Date: _____
Signature

Printed Name
Deputy Yavapai County Attorney

MEMBER LIBRARY: TOWN OF CAMP VERDE COMMUNITY LIBRARY

Signature

Printed Name and Title

Date: _____

This AGREEMENT has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to MEMBER LIBRARY.

Signature

Printed Name and Title/Law Firm Name

Date: _____

Exhibit A

MEMBERSHIP FEE

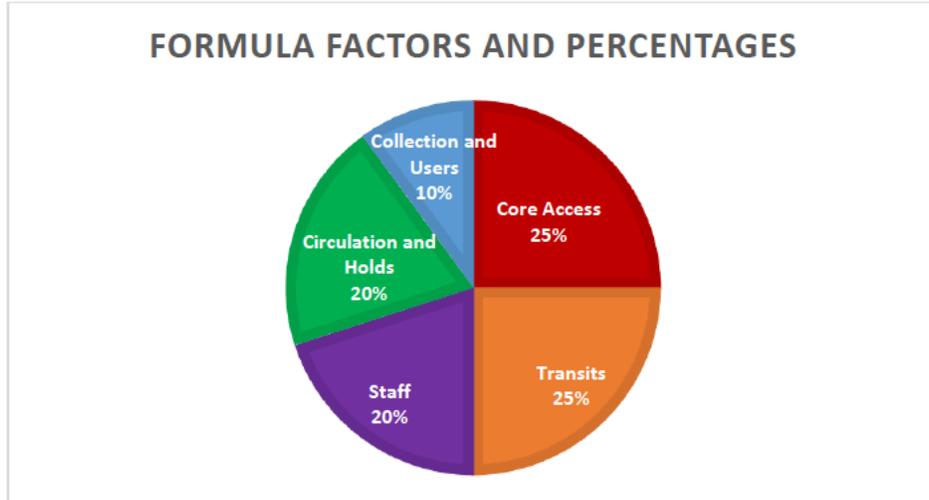
MEMBER LIBRARY shall be responsible for an annual Membership Fee in the YLN. A formula shall be applied annually to determine MEMBER LIBRARY’s Membership Fee. DISTRICT shall gather statistics for factors from MEMBER LIBRARY or the Integrated Library System (ILS) each calendar year. The percentages associated with each factor of the formula must always equal 100% and may be adjusted by the YLN Steering Committee by two-thirds vote of a quorum. The factors for the formula are as follows:

1. Core Access (25%). An amount divided evenly between all members of the YLN that represents access to YLN services.
2. Transits (i.e., Interlibrary Loans) (25%). The number of items received by MEMBER LIBRARY from other libraries in the YLN.
3. Staff (20%). Volunteers, interns, students, and paid staff that use the ILS. Staff that do not perform system functions shall not be included in the calculation. The calculation shall use the full-time equivalent (FTE) for each position. An example is as follows:

Position	Hours	FTE
Volunteers	10	0.25
Student Helper	10	0.25
Intern	5	0.125
Part-time Employee	15	0.375
Full-time Employee	40	1
Total	80	2

4. Circulation and Holds (20%). The number of physical and electronic items checked out and renewed. Electronic items that cannot have a circulation attributed to MEMBER LIBRARY or that cannot be checked out or renewed shall not be included in the calculation. Filled and Expired On-shelf Holds shall be included in the calculation. The total of the circulation and the holds shall be calculated for this portion for MEMBER LIBRARY.
5. Collection and Users (10%). The number of patron or user records in the system (whether active or inactive) as well as the number of item records in the system shall be combined to determine the value of Collection and Users.

The following chart visually represents each of these factors:



MEMBER LIBRARY shall be responsible for its portion of each factor which will be totaled to determine each MEMBER LIBRARY's Membership Fee.

The following is an example for membership fees from fiscal year 2017-2018 (July 1, 2017, through June 30, 2018). Amounts fluctuate from year-to-year based on the annual amount to be collected as determined by the YLN Steering Committee (e.g. \$175,000 in FY 2017-2018) and the performance of each MEMBER LIBRARY.

Member Name	FY17-18 Membership Fee Assessment								Total Assessment		\$175,000
	Access	Amount	FTE	Amount	Circ and Holds	Amount	Transits	Amount	Items and Patrons	Total	
	25%	\$43,750	20%	\$35,000	20%	\$35,000	25%	\$43,750	10%	\$17,500	\$175,000
Camp Verde Community Library	1	\$1,067.07	7	\$1,853.95	84685	\$1,195.99	10313	\$1,571.13	35981	\$501.09	\$6,189.24
Chino Valley Public Library	1	\$1,067.07	6	\$1,589.10	124422	\$1,757.18	18706	\$2,849.77	65039	\$905.77	\$8,168.89
Camp Verde Unified School District	1	\$1,067.07	1.5	\$397.28	27755	\$391.98	1135	\$172.91	31019	\$431.99	\$2,461.22
Chino Valley Unified School District	1	\$1,067.07	1	\$264.85	3558	\$50.25	346	\$52.71	20575	\$286.54	\$1,721.42
Cottonwood Public Library	1	\$1,067.07	10.6	\$2,807.42	254986	\$3,601.10	31275	\$4,764.59	129864	\$1,808.55	\$14,048.74
Embry-Riddle Aeronautical University	1	\$1,067.07	7	\$1,853.95	30174	\$426.14	2756	\$419.86	38455	\$535.54	\$4,302.57
Humboldt Unified School District	1	\$1,067.07	1	\$264.85	9780	\$138.12	67	\$10.21	45322	\$631.18	\$2,111.43
Jerome Public Library	1	\$1,067.07	1.78	\$471.43	6855	\$96.81	1341	\$204.29	15933	\$221.89	\$2,061.50
Mayer Unified School District	1	\$1,067.07	0	\$0.00	5178	\$73.13	373	\$56.82	10718	\$149.26	\$1,346.29
Mingus Union High School	1	\$1,067.07	1	\$264.85	1277	\$18.03	112	\$17.06	16748	\$233.24	\$1,600.26
The Orme School of Arizona	1	\$1,067.07	0.25	\$66.21	648	\$9.15	13	\$1.98	8890	\$123.81	\$1,268.22
Prescott College	1	\$1,067.07	3.75	\$993.19	7209	\$101.81	645	\$98.26	38758	\$539.76	\$2,800.10
Prescott Public Library	1	\$1,067.07	19	\$5,032.16	797981	\$11,269.69	68336	\$10,410.65	191514	\$2,667.12	\$30,446.69
Prescott Unified School District	6	\$6,402.44	5.875	\$1,556.00	77214	\$1,090.47	1464	\$223.03	94819	\$1,320.50	\$10,592.44
Prescott Valley Public Library	1	\$1,067.07	21.37	\$5,659.86	437614	\$6,180.32	51832	\$7,896.35	128244	\$1,785.99	\$22,589.58
Sedona Public Library	2	\$2,134.15	12.6	\$3,337.12	299030	\$4,223.13	47194	\$7,189.77	98712	\$1,374.71	\$18,258.88
Sharlot Hall Museum	1	\$1,067.07	2	\$529.70	0	\$0.00	0	\$0.00	6813	\$94.88	\$1,691.66
Tri-City College Prep High School	1	\$1,067.07	1	\$264.85	235	\$3.32	105	\$16.00	1312	\$18.27	\$1,369.51
Yavapai College	2	\$2,134.15	10.5	\$2,780.93	41675	\$588.57	3518	\$535.95	137427	\$1,913.88	\$7,953.47
Yavapai County Free Library District	15	\$16,006.10	18.925	\$5,012.30	267994	\$3,784.81	47646	\$7,258.63	140455	\$1,956.05	\$34,017.89
Total	41	\$43,750.00	132.15	\$35,000.00	2478270	\$35,000.00	287177	\$43,750.00	1256598	\$17,500	\$175,000.00

Exhibit B

REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY

1. DISTRICT agrees that it shall comply with the fingerprinting requirements of A.R.S. § 15-512, if those requirements are applicable to any activities performed by DISTRICT for a MEMBER LIBRARY that is a School Library or Academic Library.
2. DISTRICT shall be considered an extension of a School Library or Academic Library because DISTRICT will be providing library automation services on behalf of a School Library or Academic Library. Information shared between the parties shall be consistent with the Family Education Records Privacy Act of 1974 (“FERPA”), 20 U.S.C. §1232g and its implementing regulations at 34 C.F.R. part 99.

a. The following student information may be transferred to DISTRICT:

Last Name;
First Name;
Middle Name;
Student ID;
SAIS;
Interlibrary loan status;
Internet Permission;
Graduation Year;
Current School Grade;
Mailing Address;
Email;
Phone Number;
Homeroom Teacher;
Academic Level;
Homeroom room number;
Homeroom time;
School Code;
Date of Birth;
Enrollment Status; and
Academic Program.

b. FERPA describes circumstances under which MEMBER LIBRARY is authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent in 20 U.S.C. §1232g(b). Confidential information may be disclosed to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions as long as the information is released to no others and the information is destroyed when no longer needed.

c. The following terms further specify the manner in which MEMBER LIBRARY agrees to

share data with DISTRICT, subject to FERPA regulations:

- i. MEMBER LIBRARY is a state educational authority authorized to share information with contractors, consultants, volunteers, or other parties to whom an agency or institution has outsourced institutional services or functions, subject to FERPA, as authorized by 34 CFR Section 99.31(a)(1)(i)(B) *Et al.* DISTRICT is contractor authorized to receive information to perform an institutional service or function subject to FERPA, as authorized by 34 C.F.R. Section 99.31(a)(1)(i)(B). To perform this function, MEMBER LIBRARY needs to share student data with DISTRICT, some of which may allow the identification of individual students.
- ii. COMPLIANCE WITH FERPA. To affect the transfer of data subject to FERPA, DISTRICT agrees to:
 1. In all respects comply with the provisions of FERPA. For purposes of this agreement, “FERPA” includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation.
 2. Use the data shared under this Agreement for no purpose other than the contracted services pursuant to Section 99.31(a)(1)(i)(B) of Title 34 of the Code of Federal Regulations. DISTRICT further agrees not to share data received under this Agreement with any other entity without MEMBER LIBRARY approval. DISTRICT agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of DISTRICT for purposes of completing authorized audits of the parties.
 3. Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. DISTRICT agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work authorized under this Agreement.
 4. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from DISTRICT to any other institution or entity.

5. Not disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. DISTRICT specifically agrees to abide by all MEMBER LIBRARY policies and procedures regarding student records, and to require all employees, contractors, and agents of any kind to also abide by those same policies and procedures.
 6. Not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iv) of Title 34, Code of Federal Regulations.
 7. Destroy all data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes either party to maintain data beyond the time reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to MEMBER LIBRARY in compliance with 34 CFR Section 99.31(6)(iii)(C)(4). DISTRICT agrees to require all employees, contractors, or agents of any kind to comply with this provision.
- iii. DATA REQUESTS. MEMBER LIBRARY may decline to comply with a request if it determines that providing the data requested would not be in the best interest of current or former students. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in person or by post, electronic mail, or facsimile.
 - iv. AUTHORIZED REPRESENTATIVE. DISTRICT shall designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. MEMBER or its agents may upon request review the records required to be kept under this section.
 - v. RELATED PARTIES. DISTRICT represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees, or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. This Agreement takes effect only upon acceptance by authorized representatives of DISTRICT, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with MEMBER LIBRARY.

Exhibit C

ANNUAL CONTRIBUTION TO AFFILIATE LIBRARY

An Affiliate Library of DISTRICT is eligible to receive an annual contribution, if allocated, so long as MEMBER LIBRARY is a member of the YLN. The basis for determining an Affiliate Library's portion of the total allocated funds shall be based on the following factors:

1. Five percent (5%) of the total funds available will be a base amount and apportioned to each Affiliate Library based on the ratio of the total number of Affiliate Libraries.
2. Five percent (5%) of the total funds available will be based on the population of the incorporated municipality, and service area for Affiliate Library's branches in unincorporated areas, that governs the Affiliate Library divided by the combined population of the incorporated Municipalities. Official census data shall be used to determine the population for each incorporated area.
3. Fifty percent (50%) is based on total net assessed value (NAV) of the property of the incorporated municipality that is responsible for Affiliate Library divided by the total NAV of the incorporated municipalities. If an Affiliate Library has a library in unincorporated area, then DISTRICT, at DISTRICT's sole discretion, shall use the NAV that DISTRICT determines most closely matches the Affiliate Library's service area. NAV data shall be provided from publicly available data released from the assessor's office for the last full calendar year.
4. Twenty percent (20%) is based on total amount of the circulation, including first-time checkouts and renewals of physical and electronic items, and the number of items lent to Affiliate Library divided by the total number of the same for all Affiliate Libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the Affiliate Library divided by the total number of the same for all Affiliate Libraries.
6. Ten percent (10%) of contribution is based on total number of items held by the Affiliate Library divided by the total number of the same for all Affiliate Libraries.

An example of the application of the formula to the FY 2018-2019 total contribution is below:

FY 18-19 YCFLD Affiliates Contribution Formulation																							
Service Area	Affiliation		Demographics						Performance Measures						FY18-19 Contribution								
	Base Amount	5%	Population	5%	FY17 Assessed Valuation	50%	Circ.	Electron.	Intrali	Total Lending	20%	Active Patrons	10%	Items	10%	Total	100%						
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Amount	Amount	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent				
Camp Verde	1	11.11%	\$ 9,308.09	10873	6.09%	\$ 5,103.18	\$ 67,995,063	4.21%	\$ 35,274.91	72606	4413	7878	84897	4.14%	\$ 13,858.71	5409	5.68%	\$ 9,516.08	30572	5.19%	\$ 8,695.76	\$ 81,756.73	4.88%
Chino Valley	1	11.11%	\$ 9,308.09	15488	8.68%	\$ 7,269.21	\$ 76,175,661	4.72%	\$ 39,518.89	102489	8492	11967	122948	5.99%	\$ 20,070.21	7775	8.16%	\$ 13,678.59	57264	9.72%	\$ 16,287.92	\$ 106,132.91	6.33%
Clarkdale	1	11.11%	\$ 9,308.09	4097	2.30%	\$ 1,922.90	\$ 33,049,964	2.05%	\$ 17,145.87	7893	951	4174	13018	0.63%	\$ 2,125.08	780	0.82%	\$ 1,372.26	10040	1.70%	\$ 2,855.73	\$ 34,729.93	2.07%
Cottonwood	1	11.11%	\$ 9,308.09	28181	15.79%	\$ 13,226.59	\$ 91,121,033	5.64%	\$ 47,272.35	212252	15218	32066	259536	12.64%	\$ 42,367.03	15590	16.37%	\$ 27,427.56	114274	19.40%	\$ 32,503.59	\$ 172,105.21	10.27%
Dewey-Humboldt	1	11.11%	\$ 9,308.09	3894	2.18%	\$ 1,827.63	\$ 26,394,831	1.63%	\$ 13,693.28	12465	1245	2603	16313	0.79%	\$ 2,662.96	693	0.73%	\$ 1,219.20	7480	1.27%	\$ 2,127.58	\$ 30,838.73	1.84%
Jerome	1	11.11%	\$ 9,308.09	461	0.26%	\$ 216.37	\$ 9,929,485	0.37%	\$ 3,076.14	5430	118	2947	8495	0.41%	\$ 1,386.74	407	0.43%	\$ 715.04	15526	2.64%	\$ 4,416.15	\$ 19,119.51	1.14%
Prescott	1	11.11%	\$ 9,308.09	55008	30.82%	\$ 25,817.70	\$ 647,649,002	40.11%	\$ 335,991.47	674297	67111	64051	805459	39.24%	\$ 131,484.28	28205	29.62%	\$ 49,621.19	163309	27.72%	\$ 46,450.88	\$ 598,673.60	35.73%
Prescott Valley	1	11.11%	\$ 9,308.09	46878	26.26%	\$ 22,001.93	\$ 328,846,320	20.36%	\$ 170,600.99	362685	31649	35499	429833	20.94%	\$ 70,166.55	23840	25.03%	\$ 41,941.82	104404	17.72%	\$ 29,696.21	\$ 343,715.59	20.51%
Sedona	1	11.11%	\$ 9,308.09	13609	7.62%	\$ 6,387.31	\$ 337,622,978	20.91%	\$ 175,154.20	241720	19478	51037	312235	15.21%	\$ 50,969.69	12535	13.16%	\$ 22,052.88	86177	14.63%	\$ 24,511.80	\$ 288,383.97	17.21%
Total	9	100%	\$ 83,772.81	178489	100.00%	\$ 83,772.81	\$ 1,614,784,337	100.00%	\$ 837,728.09	1691837	148675	212222	2,052,734	100.00%	\$ 335,091.24	95234	100.00%	\$ 167,545.62	589046	100.00%	\$ 167,545.62	\$ 1,675,456.18	100.00%

Exhibit D

TECHNOLOGY SUPPORT SERVICES

The following services are provided in response to the need for the provision of technology support services to MEMBER LIBRARY. The provided services are limited to issues and maintenance for computing and networking equipment owned and operated by MEMBER LIBRARY with DISTRICT acting as support for MEMBER LIBRARY's equipment and procurement of such equipment in accordance with MEMBER LIBRARY's needs.

1. Technology Support Services. The following services are provided by DISTRICT in response to the basic maintenance and support needs of MEMBER LIBRARY:
 - a. Maintenance and Monitoring. DISTRICT shall be responsible for monitoring and managing MEMBER LIBRARY's servers as follows:
 - i. Backup – includes maintaining and monitoring backups based upon the procedures and schedule already in place by DISTRICT.
 - ii. Hardware errors – specifically servers procured with the assistance of DISTRICT shall include monitoring and remote support.
 - iii. Event log filtering – includes monitoring vendor application issues that might arise and working with the vendor to the best of DISTRICT's ability.
 - iv. Antivirus – includes routine monitoring of MEMBER LIBRARY's servers for possible infections.
 - v. Routine maintenance of the servers shall include file system space monitoring, file system defragmentation and the application of critical updates.
 - vi. DISTRICT shall be responsible for monitoring and managing MEMBER LIBRARY's workstations.
 - vii. Antivirus – includes routine monitoring of MEMBER LIBRARY's work stations for possible infections.
 - viii. Software updates – Includes providing updates for software installed by DISTRICT. Only software deemed necessary by DISTRICT can be installed on the workstations
 - b. Ordering and setup of new equipment as follows:
 - i. MEMBER LIBRARY shall obtain written verification from DISTRICT that any hardware or software purchased by MEMBER LIBRARY is compatible with DISTRICT hardware and software prior to acquisition.
 - ii. Operating System installation as needed – this includes installing any and all licensed software DISTRICT deems necessary for the provision of services to library users and staff.
 - iii. Securing the device with antivirus software.
 - iv. Working with software vendors on implementation of new products.

1. DISTRICT shall not be held responsible for defects in any vendor's software.
 2. If desired by MEMBER LIBRARY, DISTRICT shall provide a project plan with expected milestones based upon the availability of DISTRICT resources.
 3. DISTRICT shall not be held responsible for delays created by MEMBER LIBRARY's hardware and software vendors.
- v. Work with MEMBER LIBRARY staff on migrating to any new equipment.
 - vi. Provide status reports as requested.
- c. Provide Disaster/Recovery services as needed on servers as follows:
- i. Restoring files that were deleted.
 - ii. Restoring the server to the last full backup.
 - iii. Reloading software and recovering all data available.
 - iv. DISTRICT is not responsible for data lost due to the failures of MEMBER LIBRARY's backup media.
- d. MEMBER LIBRARY shall be responsible for all costs, including, but not limited to, the following:
- i. All hardware costs.
 - ii. All antivirus software costs.
 - iii. Purchasing any and all software licenses.
 - iv. All warranty costs that exceed a manufacturers' warranty.
- e. Domain Name Service as follows:
- i. DISTRICT shall allow MEMBER LIBRARY to use a subdomain name of yavapailibrary.org.
 - ii. MEMBER LIBRARY may use its own domain name hosted on the DNS server of MEMBER LIBRARY's choice.
- f. Web Site Hosting and Support as follows:
- i. If desired by MEMBER LIBRARY, DISTRICT shall maintain the web site and act as a hosting site for MEMBER LIBRARY, including basic design services based on web pages already in production that were developed by DISTRICT.
 - ii. Future changes to the website shall happen at the discretion of DISTRICT.
 - iii. Changes to the website shall be coordinated with DISTRICT and MEMBER LIBRARY designee.
 - iv. MEMBER LIBRARY designee has all necessary authority to request changes to the website.
 - v. MEMBER Library website shall not exceed 2 GB of disk storage.
 - vi. DISTRICT shall resolve any support issues related to MEMBER

LIBRARY's website.

- g. Network maintenance and monitoring as follows:
 - i. DISTRICT shall maintain and monitor any and all network equipment that is installed by DISTRICT, including firewalls, routers, modems, or switches that are used to connect MEMBER LIBRARY to the Internet and DISTRICT network.
 - ii. DISTRICT shall maintain and monitor any and all filtering and authentication equipment attached to MEMBER LIBRARY's network that is installed by DISTRICT.
2. Requests for Services NOT Covered Under This Agreement. This Agreement does not cover the following requests:
 - a. Assistance with application usage when unsupported or nonstandard hardware or software is involved—Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
 - b. Hardware procurement – DISTRICT is not responsible for procuring workstations, peripherals, and other technology-related hardware. If possible, DISTRICT may assist MEMBER LIBRARY with procurement depending on the procurement policies of Yavapai County. The cost of all hardware is the responsibility of MEMBER LIBRARY.
3. Service Request Process. MEMBER LIBRARY shall create a help desk ticket through help@yln.info or MEMBER LIBRARY may call DISTRICT help desk to communicate its needs with DISTRICT. MEMBER LIBRARY shall include a description of the request and specify its impact on business. DISTRICT shall assess the situation and respond within two (2) hours during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, excluding Yavapai County holidays. DISTRICT shall do its best to respond to each situation in a timely fashion; however, it is not possible to guarantee a resolution to any individual problem in a given time period.
4. Cost of Services as follows:
 - a. The level of service shall be decided on an annual basis. MEMBER LIBRARY must decide what tier of service it would like DISTRICT to provide. If MEMBER LIBRARY does not adjust the tier of service in writing prior to March 1, then the tier from the previous year shall be used.
 - b. DISTRICT offers four tiers of service and support hours as follows:
 - i. Tier One (12 hrs.) (remote support only): \$600
 - ii. Tier Two (25 hrs.): \$1,250
 - iii. Tier Three (50 hrs.): \$2,500

iv. Tier Four (100 hrs.): \$5,000

- c. Unused hours shall roll over to the next year.
- d. Travel time shall count as support hours.
- e. If desired, MEMBER LIBRARY may choose to upgrade to the next tier within a fiscal year after all support hours have been used under the current tier.
- f. Additional hours may be purchased for \$75 per hour.

5. Billing of Services

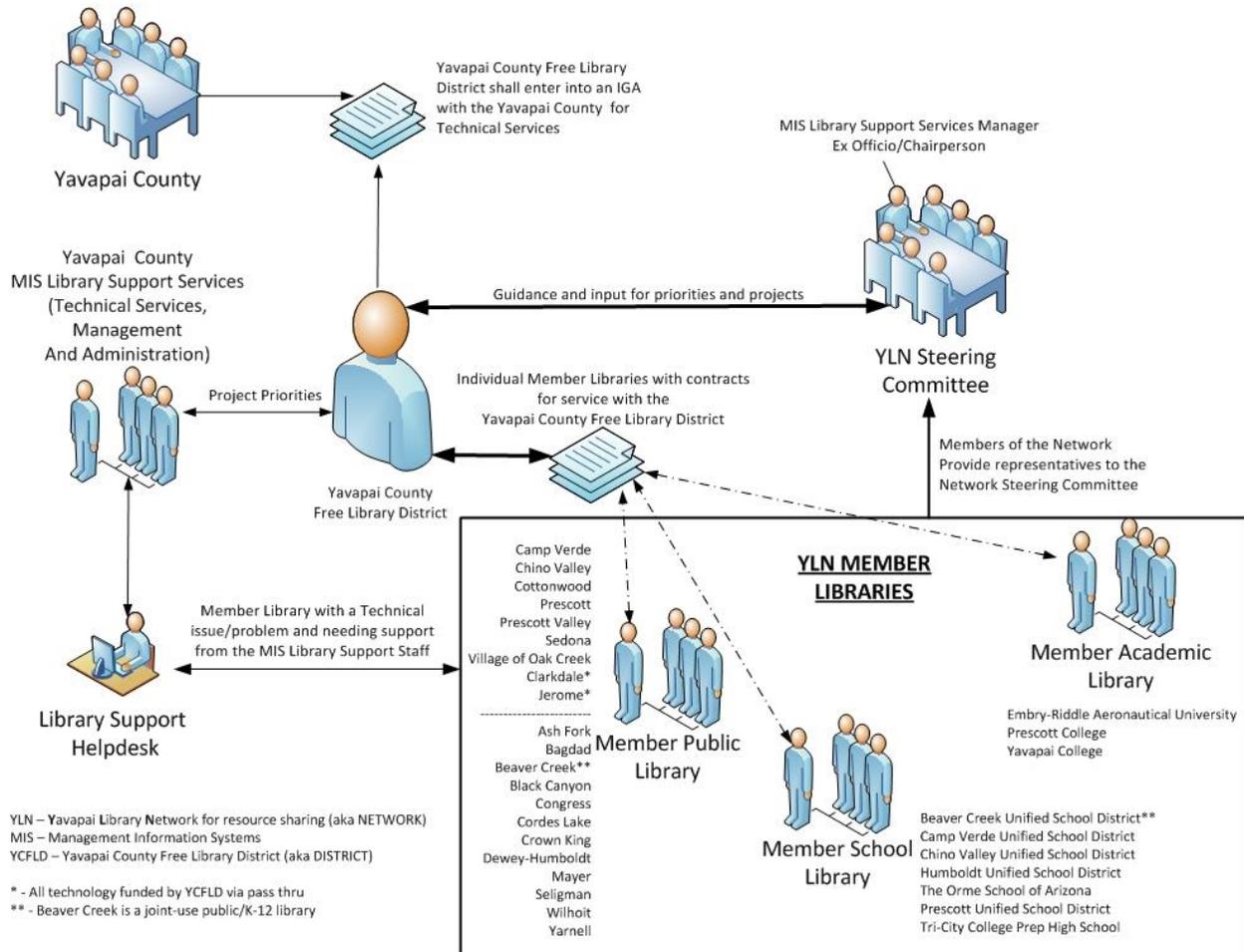
- a. Billing for services shall be invoiced on July 30. Quarterly statements may be sent with remaining balances.
- b. There shall be no funding available for services not provided herein.

Exhibit E

YLN STEERING COMMITTEE

The YLN Steering Committee is a body that serves the needs of MEMBER LIBRARY. It is composed of representatives of all members of the YLN, including, but not limited to, DISTRICT, MEMBER LIBRARY, and other members of the YLN, including Public Libraries, Public and Private Schools, and Colleges and Universities. MEMBER LIBRARY has a single representative seat on the YLN Steering Committee. MEMBER LIBRARY's representative is selected by MEMBER LIBRARY to represent its interests and needs for library services.

The YLN Steering Committee is advisory in nature and helps the DISTRICT Director establish priorities and the direction of the YLN. All decisions of the YLN Steering Committee must be ratified by the DISTRICT Director who has sole authority over recommended spending.





Agenda Item Submission Form – Section I

Meeting Date: August 7, 2019

- Consent Agenda
- Decision Agenda
- Executive Session Requested
- Presentation Only
- Action/Presentation
- Work Session

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Corey Rowley

Agenda Title (be exact): Proposed restructuring of the Marshal's Office organizational chart.

- List Attached Documents:**
1. Org chart proposed future patrol
 2. Org chart Dispatch records divisions proposed
 3. Org chart Patrol Eff 02-17-19
 4. Org chart Dispatch records divisions Current

Estimated Presentation Time: 15 Minutes

Estimated Discussion Time: 10 Minutes

Reviews and comments Completed by:

- Town Manager: _____
- Department Head: Corey Rowley
- Town Attorney Comments: _____
- Risk Management: _____
- Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments: _____

Background Information:

The Marshal's Office has begun the process of becoming accredited through the Arizona Law Enforcement Accreditation Program (ALEAP). As part of that process and in anticipation of future growth of the town and Marshal's Office, CVMO is restructuring the command structure of the Marshal's Office to enhance supervision of sections within the Office and define the span of control of supervisors.

The proposed org chart (provided) shows the future staffing structure, however; not all positions will be immediately filled, but are shown as part of the future, long range planning. The short term plan is to promote and fill the patrol lieutenant position, but the administrative lieutenant position will not be filled until staffing allows. The proposed org chart also shows deputy positions that will not be filled until the future when those positions are authorized.

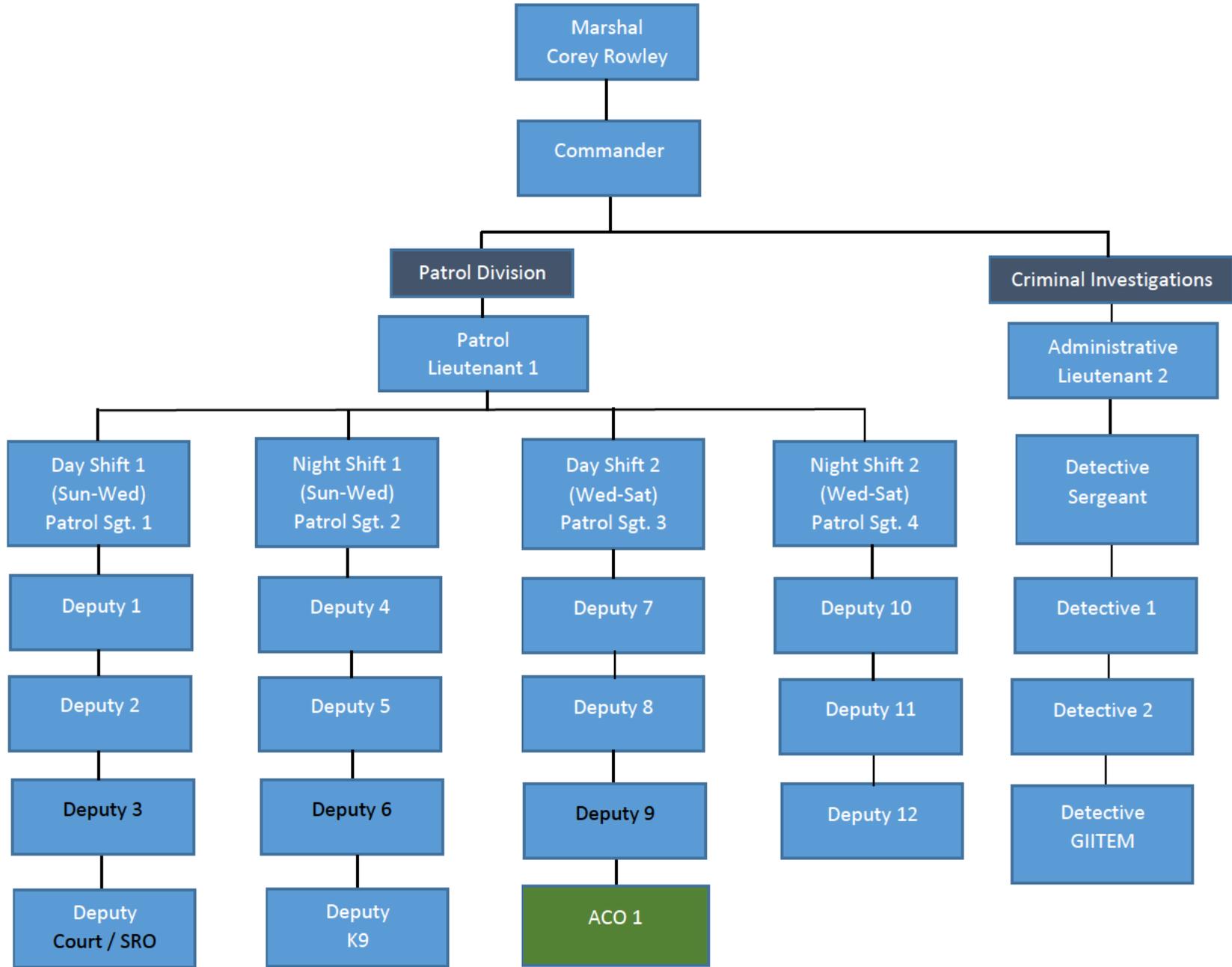
Recommended Action (Motion):

Move to authorized the changes to the Marshal's Office organizational chart as proposed.

Instructions to the Clerk:

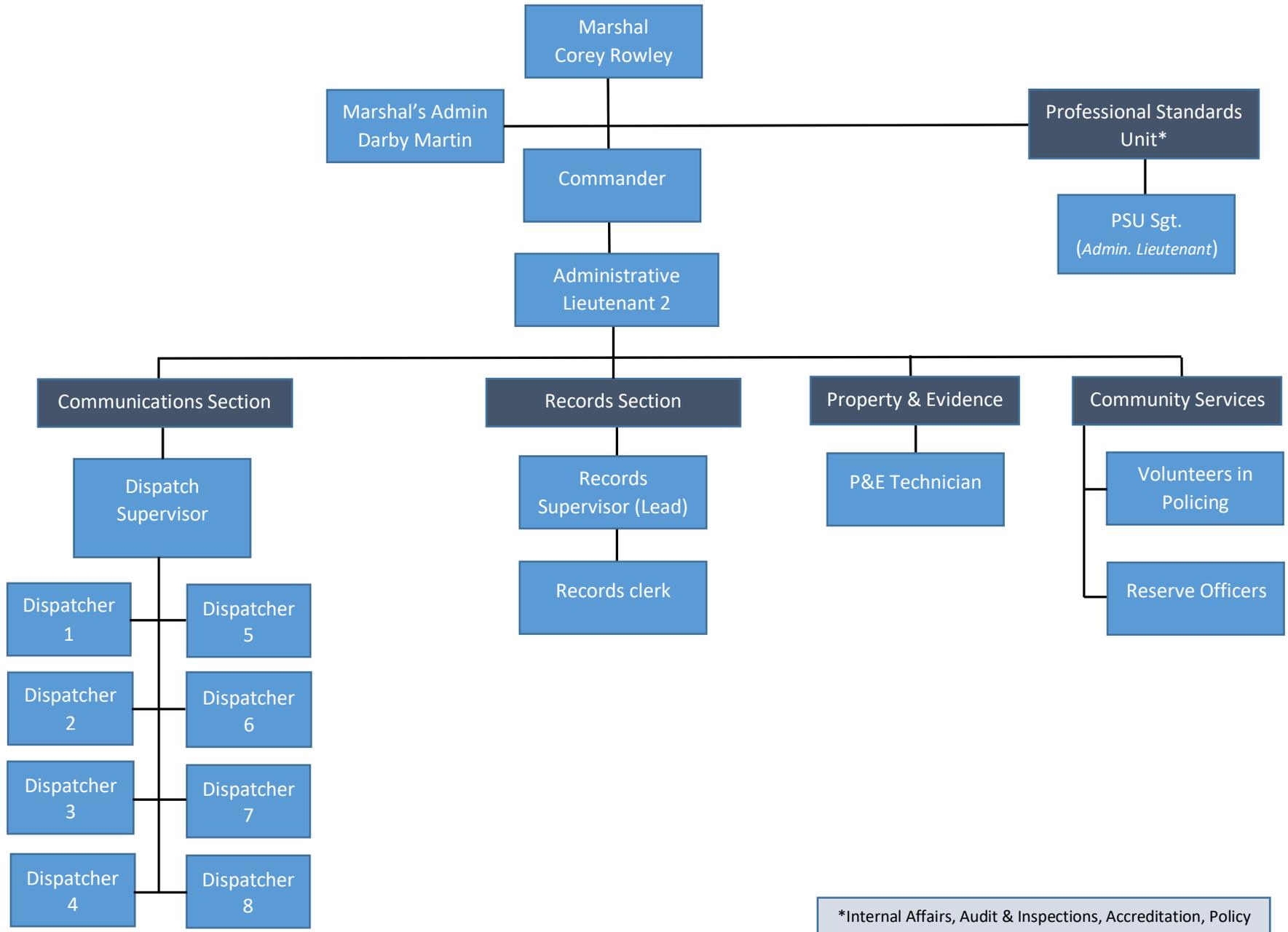
Attachment 1 - proposed future patrol

Camp Verde Marshal's Office – Patrol Division & Criminal Investigations Division



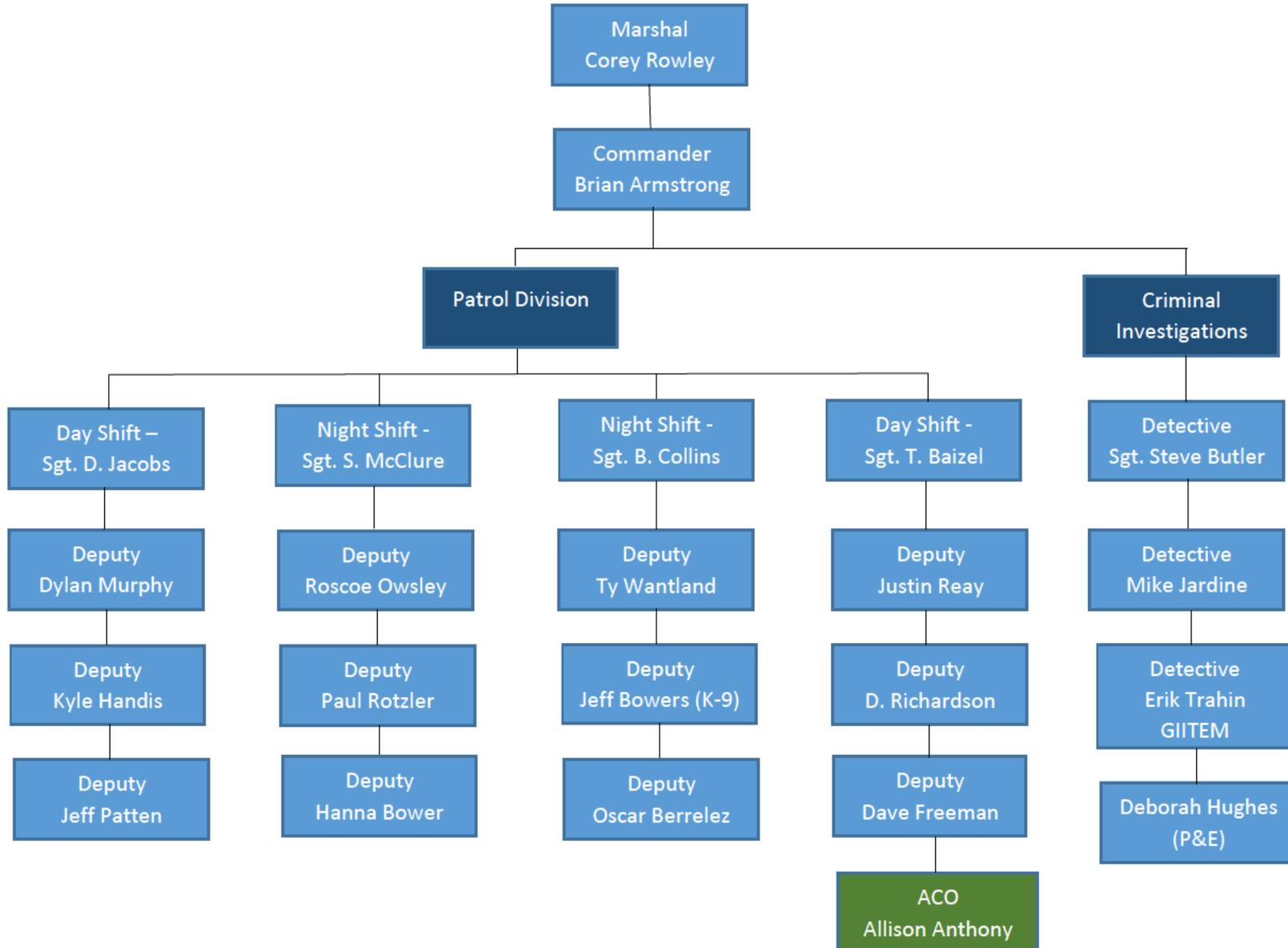
Attachment 2 - Dispatch records divisions proposed

Camp Verde Marshal's Office – Communications, Records, and Admin Divisions

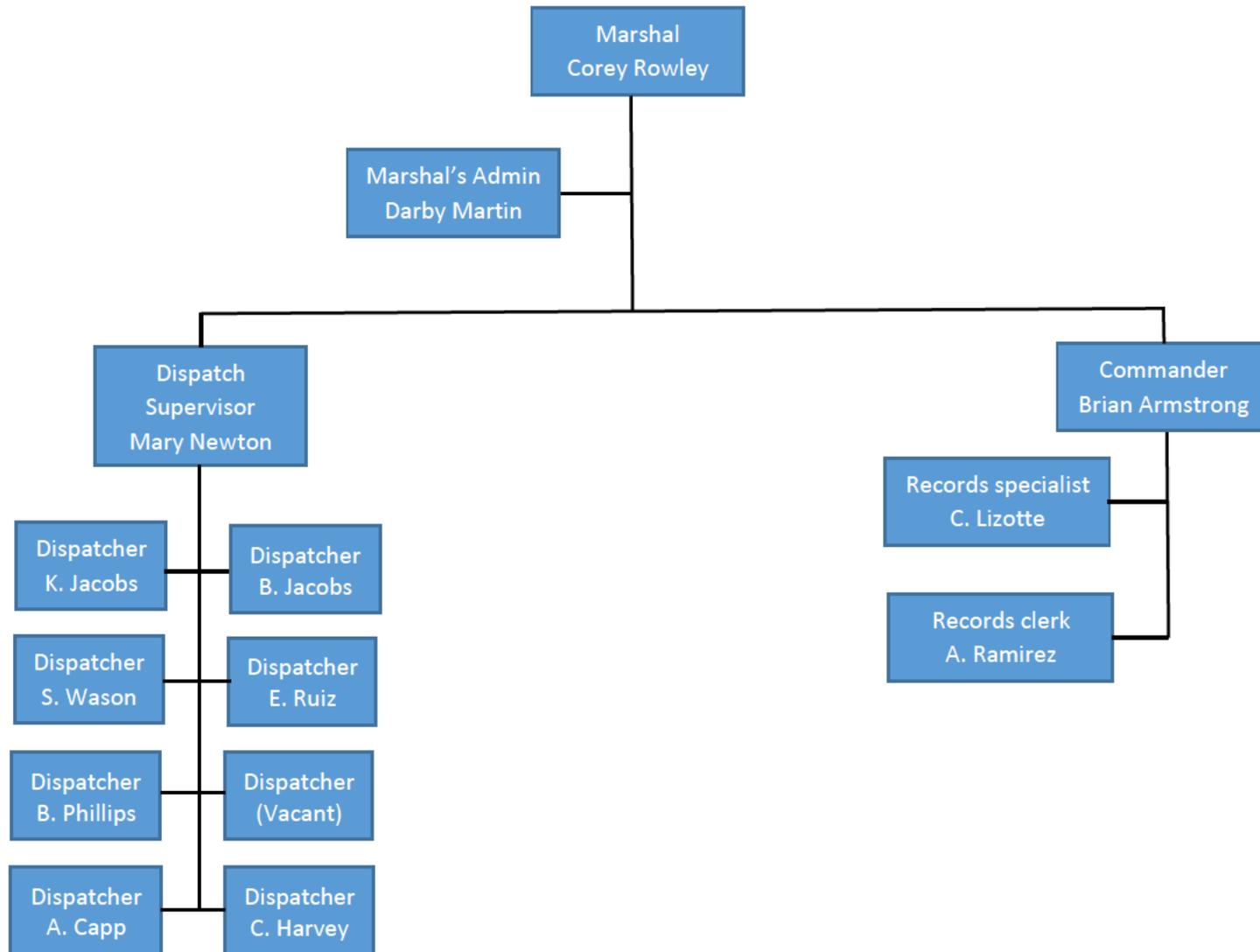


*Internal Affairs, Audit & Inspections, Accreditation, Policy

Camp Verde Marshal's Office – Patrol Division & Criminal Investigations Division



Attachment 4 - Dispatch Records Divisions Current
Camp Verde Marshal's Office – Communications, Records, and Admin Divisions





Agenda Item Submission Form – Section I

Meeting Date: August 7, 2019

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Special Session

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Discussion and consideration of possible rejection of all bids for the Camp Verde Sports Complex Phase 1B (Bid No.19-133)

List Attached Documents: N/A

Estimated Presentation Time: 5 Minutes

Estimated Discussion Time: 15 Minutes

Reviews Completed by:

X Department Head: Ron Long **Town Attorney Comments:** N/A

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: None

Budget Code: 04-800-20-804000 **Amount Remaining:** Approximately \$3,100,000

Comments: None

Background Information: Phase The Plans and Specifications for the Sports Complex Phase 1B were posted on the Public Purchase website for bidders on March 20, 2019 (Bid No.19-133). On May 29, 2019 we received 3 bids; all of which were over our remaining fund balance of approximately \$3.1 Million. The following bids are for the Base Bid Only.

Kinney Construction LLC - \$3,460,946.65, Doege Development - \$3,524,942, Tierra Verde Builders - \$3,617,500

Recommended Action (Motion): Staff recommends that Council reject all bids for the Sports Complex Phase 1B and direct Staff to revise the plans and specifications and rebid Phase 1B.

Instructions to the Clerk: None

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Agenda Item 7.4.



Town of Camp Verde

Meeting Date: August 7, 2019

- Consent Agenda* *Decision Agenda* *Executive Session Requested*
 Presentation Only *Action/Presentation*

Requesting Department: *Administration/Human Resources*

Staff Resource/Contact Person: *Russ Martin*

Agenda Title (be exact): *Discussion, consideration and possible approval of a new job description for a Human Resources Director.*

List Attached Documents:

1. *Proposed (revised) HR Director job description*

Estimated Presentation Time: *5 minutes*

Estimated Discussion Time: *10 minutes*

Reviews Completed by:

- Department Head:** *Russ Martin (comments included in report)*
 Town Attorney Comments: *N/A*
 Finance Department: *N/A*

Background Information: The request to consider alternate language and inclusion of different minimum requirements has resulted in a revised job description for your consideration. The only two changes staff did not make were related to Risk Management and who was to be the supervisor of this position.

First, the concept of combining Risk Management with Human Resources is not new as previous council members have suggested this could be possible. The suggestion is also common enough to assume it could work in the future of this organization and I believe it might too. However, at this time a current Risk Manager completely encompasses the responsibilities of Risk Management as one person. Ironically, the analysis provided demonstrates that once a municipality can, these positions are separated because they are ultimately two separate distinct issues requiring separate skill sets and education. An organization is better served with these responsibilities separated into two areas, as we have seen with liability expenses down and our workers compensation at an incredibly low level.

I understand the desire for efficiencies, as it was the current Risk Manager was the Town Manager's Assistant prior, yet the assistant position was not replaced as I wanted to see focus of these resources put

in these areas as a priority. For example when I got here the EMOD (workers' compensation rating, 1.0 is average) was about 1.2 with frequent claims and lack of attention to follow-up and job recovery; now we are at 0.73. This means effectively we are spending almost half of what we could be spending on workers compensation premiums, compared to time when we did not have this focus. This is honestly going to be hard to maintain because it is so low, but it demonstrates the power of the investment in this separate position, not to mention the other general liabilities we are limiting or have eliminated during the past few years.

The efficiencies and effectiveness of limiting HR investment historically to a part time position to transition a couple of years ago to full-time has had its challenges as well and thus the desire and significant resources being placed in this year's budget for the HR Director position. IT for example required a 300K investment in one year to catch up because we were not able to keep funding this appropriately for a while, meaning all investment decisions, or lack of, have consequences that have to be managed.

At this time, it is not recommended to make this transition. Further evaluation of the two other neighboring communities would also show that these communities not only have additional staff in the HR department, i.e. workers compensation/HR specialist but they also have other support staff in positions such as contract/procurement specialists and in-house attorneys who support the Risk Management load in similar size/complexity communities.

Transitions in staff are inevitable, in every area, and I will continue to evaluate whether individuals in these positions are capable and next steps in ensuring efficiencies and taxpayer impacts as these transitions occur.

Recommended Action (Motion): Move to approve the revised HR Director position job description.

Job Description



HUMAN RESOURCES DIRECTOR

Salary Range: 88
FLSA Status: Exempt

Department:	Human Resources	Revised Date:	August 2019
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GENERAL PURPOSE: Under general supervision by the Town Manager, this position is point-of-contact for the Town's Human Resources, responsible for efficient and effective personnel management. This position performs a variety of complex administrative and management functions in the planning, development, coordination, implementation, tracking and enforcement of the Town's personnel policies and programs. Functions involve recruitment, selection, orientation, performance evaluation and management, employee relations, discipline, training, classification, compensation, benefits administration and budget monitoring. This position understands public trust and models the highest standards of personal and professional integrity expected of those working in public service while ensuring compliance with state and Federal regulations, and Town policies and goals. [May also serve as Town's Risk Manager in their absence.](#)

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- [Researches, analyzes, develops and administers the Town's Classification and Compensation Plan, prepares job descriptions, evaluations and position classifications. Assists in the administration of the Town's annual performance management and review process, and makes recommendations for merit increase programs](#)
- [Participates in employee disciplinary process to ensure legal and/or appropriate measures, proper documentation and satisfactory resolution, provides counseling for managers and employees as needed, provides guidance in the out-processing of employees, conducts exit interviews and consults with the Town Attorney and other advisors as needed](#)
- Facilitates implementation of and compliance with goals, objectives, policies and priorities of the Town and the Human Resources Department
- Responsible for planning, developing, coordinating, implementing and tracking the Town's personnel policies and programs
- Establishes and maintains effective working relationships with Town employees, elected officials, the media, business professionals and the public
- Prepares and monitors the Human Resources budget and administers related expenditures
- Maintains central files and resources pertinent to human resource topics and issues
- Plans, coordinates and implements recruitment, placement and onboarding of new employees and volunteers and is responsible for creating, maintaining, updating, retaining and disposing of paper and electronic personnel files, records and documents according to State regulations or as required
- ~~[Coordinates information and creation of or updates to job descriptions as well as employee performance management and evaluation processes and policies](#)~~

Job Description

- ~~• Participates in employee disciplinary processes to ensure legal and/or appropriate measures, proper documentation and satisfactory resolution and consults with the Town Attorney and other advisors when necessary~~
- Participates in development and administration of processes and policies for compensation, benefits, FMLA, disability programs, ADA and retirement
- Prepares, creates and presents informational speeches, trainings and presentations to various audiences including staff, Council, and Boards and Commissions
- Performs other related duties as assigned or required

MANAGERIAL RESPONSIBILITIES:

Directly supervises staff.

MINIMUM QUALIFICATIONS:

Education and Experience: ~~Any combination of education and/or experience providing the knowledge, skills and abilities necessary for satisfactory job performance will be considered. Preferred applicants will possess an Associate's Degree in Human Resources, personnel, psychology, business or public administration, or related field, and 5 years progressively responsible HR management experience. A Bachelor's Degree in Public Administration, Human Resources, Business Management or closely related field AND five (5) years of relevant experience in Public Administration, Human Resources, Business Administration or closely related experience. Or combination of education and experience equaling a minimum of eight (8) years with minimum of four (4) years in a supervisory role.~~

Required Licenses or Certifications:

- Must possess or obtain upon employment a State of Arizona Driver's license.

Required Knowledge of:

- Town policies and procedures
- Modern office practices, procedures and equipment
- Principles, practices and techniques of Human Resource management
- Processes forms, documents and legal applications involved with human resource management, utilization and enforcement including accounting and financial management sufficient to apply and maintain efficient processes overseeing daily finances and budgeting of Human Resources
- Federal and state codes and regulations governing Human Resources

Required Skill in:

- Analyzing issues, evaluating alternatives, and making logical recommendations based on findings while applying Human Resource principles and practices
- Using initiative and independent judgment within established procedural guidelines
- Use of computer and various software programs with ability to use multiple technologies as daily working tools

Required Ability to:

- Maintain confidentiality as required by various laws and regulations while establishing and maintaining a professional image through courteous, helpful and cooperative working relationships with employees, officials, and representatives of the Town as well as from other local, state and Federal agencies

Job Description

- Read, research, analyze and interpret various information and complex documents including statutes, ordinances, forms, laws, regulations and various communications
- Assess and prioritize multiple tasks, projects and demands and needs while developing and promoting effective solutions
- Communicate effectively in resolving complaints and mediating conflict, at times amid stressful or confrontational situations
- Ability to set goals, organize and prioritize, and to work independently, at times under time constraints
- Communicating clearly and concisely, both verbally and in writing

Physical Demands / Work Environment:

- Work is performed in a standard office environment with occasional lifting and travel
- Abnormal and extended working hours may be required

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Agenda Item 7.5.



Town of Camp Verde

Meeting Date: August 7, 2019

- Consent Agenda* *Decision Agenda* *Executive Session Requested*
 Presentation Only *Action/Presentation*

Requesting Department: Human Resources

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration and possible approval amendments to the Town's Salary Plan.

List Attached Documents:

1. *Previous Salary Plan 2018*
2. *Revised Salary Plan 2019 with amendments highlighted*

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

- Department Head: Russ Martin*
 Town Attorney Comments: N/A
 Finance Department: N/A

Background Information: This is the updated salary plan for consideration; it only makes changes to the highlighted jobs per the salary survey as directed for change according to Council. These include jobs evaluated for individuals beyond the current pay scales as well as all CVMO positions. In addition, adjustments were made to those positions that are at or below minimum wage today and will be necessary to have them at or above minimum wage of \$12 starting in January.

Again 75% of the difference between the 2018 wage and the 2019 results was used to determine new minimums for the changed salary plan. This means that if the average of the study said to increase \$1.00 to be at average the actual change to the wage from 2018 would be only \$0.75 as this was restricted by budget available and then was applied to all the changes (highlighted), not to the rest (non-highlighted). Additionally, for clarification the HR Director range was determined to be at 95% of the total average salary not 100% as that is in keeping with where most of the current wage averages are in the organization, some are slightly above many are below that percentage to average for that position in the salary survey.

Once approved a clean range sheet will be completed adjusting those that are leaping other class ranges in these adjustments. These were left in their prior location to show you where they were for tracking changes.

Recommended Action (Motion): Move to approve the revisions to the Town's Salary Plan.

Instructions to the Clerk: None

Attachment 1

Town of Camp Verde Salary Plan - Effective 7-2018						
Range	Title		Minimum	Midpoint	Maximum	Status
99	Town Manager	Annual	\$117,608.00	\$144,070.00	\$170,532.00	Exempt
		Bi-Weekly	\$4,523.20	\$5,540.80	\$6,559.20	
		Hourly	\$56.54	\$69.26	\$81.99	
97	Town Marshal	Annual	\$84,502.00	\$103,515.00	\$ 122,528.00	Exempt
		Bi-Weekly	\$3,250.40	\$3,981.60	\$4,712.80	
		Hourly	\$40.63	\$49.77	\$58.91	
95	Finance Director	Annual	\$78,778.00	\$96,502.00	\$114,227.00	Exempt
		Bi-Weekly	\$3,029.60	\$3,712.00	\$4,393.60	
		Hourly	\$37.87	\$46.40	\$54.92	
94	Community Dev. Dir	Annual	\$73,637.00	\$90,205.00	\$ 106,773.00	Exempt
		Bi-Weekly	\$2,832.00	\$3,469.60	\$4,106.40	
		Hourly	\$35.40	\$43.37	\$51.33	
92	Public Works Director Town Engineer	Annual	\$71,690.00	\$87,820.00	\$103,951.00	Exempt
		Bi-Weekly	\$2,757.60	\$3,377.60	\$3,998.40	
		Hourly	\$34.47	\$42.22	\$49.98	
90	Eco. Dev. Director	Annual	\$70,150.00	\$85,934.00	\$101,717.00	Exempt
		Bi-Weekly	\$2,698.40	\$3,304.80	\$3,912.00	
		Hourly	\$33.73	\$41.31	\$48.90	
88	HR Director	Annual	\$67,647.00	\$82,862.00	\$98,089.00	Exempt
		Bi-Weekly	\$2,601.60	\$3,187.20	\$3,772.80	
		Hourly	\$32.52	\$39.84	\$47.16	
86	Commander	Annual	\$67,307.00	\$82,451.00	\$97,595.00	Exempt
		Bi-Weekly	\$2,588.80	\$3,171.20	\$3,753.60	
		Hourly	\$32.36	\$39.64	\$46.92	
84	P & R Director	Annual	\$66,651.00	\$81,647.00	\$96,644.00	Exempt
		Bi-Weekly	\$2,563.20	\$3,140.00	\$3,716.80	
		Hourly	\$32.04	\$39.25	\$46.46	
82	Town Clerk	Annual	\$62,649.00	\$76,745.00	\$90,841.00	Exempt
		Bi-Weekly	\$2,409.60	\$2,952.00	\$3,493.60	
		Hourly	\$30.12	\$36.90	\$43.67	
80	Deputy Public Wks Dir	Annual	\$61,839.00	\$77,988.00	\$94,096.00	Exempt
		Bi-Weekly	\$2,376.42	\$2,998.77	\$3,619.06	
		Hourly	\$29.73	\$37.48	\$45.24	
78	Libray Director	Annual	\$55,677.00	\$68,205.00	\$80,732.00	Exempt
		Bi-Weekly	\$2,141.60	\$2,623.20	\$3,104.80	
		Hourly	\$26.77	\$32.79	\$38.81	
76	Risk Manager	Annual	\$55,459.00	\$67,937.00	\$80,415.00	Exempt
		Bi-Weekly	\$2,132.80	\$2,612.80	\$3,092.80	
		Hourly	\$26.66	\$32.66	\$38.66	

73	Police Sergeant	Annual	\$54,555.00	\$66,830.00	\$79,105.00	Non-Exempt
		Bi-Weekly	\$2,098.40	\$2,570.40	\$3,042.40	
		Hourly	\$26.23	\$32.13	\$38.03	
71	Chief Building Official	Annual	\$52,556.00	\$64,381.00	\$76,206.00	Exempt
		Bi-Weekly	\$2,021.60	\$2,476.00	\$2,931.20	
		Hourly	\$25.27	\$30.95	\$36.64	
69	Street Supervisor	Annual	\$45,372.00	\$55,581.00	\$65,790.00	N-Exempt
		Bi-Weekly	\$1,744.80	\$2,137.60	\$2,530.40	
		Hourly	\$21.81	\$26.72	\$31.63	
68	Planner	Annual	\$45,278.00	\$55,466.00	\$65,654.00	N-Exempt
		Bi-Weekly	\$1,741.60	\$2,133.60	\$2,524.80	
		Hourly	\$21.77	\$26.67	\$31.56	
67	Police Officer 1	Annual	\$43,492.00	\$53,278.00	\$63,064.00	N-Exempt
		Bi-Weekly	\$1,672.80	\$2,048.80	\$2,425.60	
		Hourly	\$20.91	\$25.61	\$30.32	
66	CAD Draftsman	Annual	\$43,012.00	\$52,690.00	\$62,368.00	N-Exempt
		Bi-Weekly	\$1,654.40	\$2,026.40	\$2,398.40	
		Hourly	\$20.68	\$25.33	\$29.98	
65	Wwater Div. Manager	Annual	\$42,263.00	\$51,772.00	\$61,281.00	N-Exempt
		Bi-Weekly	\$1,625.30	\$1,991.20	\$2,356.80	
		Hourly	\$20.32	\$24.89	\$29.46	
64	P & R Div. Manager	Annual	\$41,063.00	\$50,303.00	\$59,542.00	N-Exempt
		Bi-Weekly	\$1,579.20	\$1,934.40	\$2,290.40	
		Hourly	\$19.74	\$24.18	\$28.63	
63	Dispatch Supervisor	Annual	\$40,304.00	\$49,372.00	\$58,440.00	N-Exempt
		Bi-Weekly	\$1,550.40	\$1,899.20	\$2,248.00	
		Hourly	\$19.38	\$23.74	\$28.10	
62	Senior Accountant	Annual	\$39,731.00	\$48,671.00	\$57,610.00	N-Exempt
		Bi-Weekly	\$1,528.00	\$1,872.00	\$2,216.00	
		Hourly	\$19.10	\$23.40	\$27.70	
61	Court Supervisor	Annual	\$39,390.00	\$48,252.00	\$57,115.00	N-Exempt
		Bi-Weekly	\$1,515.20	\$1,856.00	\$2,196.80	
		Hourly	\$18.94	\$23.20	\$27.46	
60	Building Inspector	Annual	\$37,921.00	\$46,454.00	\$54,986.00	N-Exempt
		Bi-Weekly	\$1,458.40	\$1,786.40	\$2,115.20	
		Hourly	\$18.23	\$22.33	\$26.44	
59	HR Specialist	Annual	\$37,447.00	\$45,873.00	\$54,298.00	N-Exempt
		Bi-Weekly	\$1,440.00	\$1,764.00	\$2,088.00	
		Hourly	\$18.00	\$22.05	\$26.10	

58	Plans Examiner	Annual	\$37,331.00	\$45,731.00	\$54,130.00	N-Exempt
		Bi-Weekly	\$1,436.00	\$1,759.20	\$2,081.60	
		Hourly	\$17.95	\$21.99	\$26.02	
57	Deputy Town Clerk	Annual	\$37,139.00	\$45,495.00	\$53,852.00	N-Exempt
		Bi-Weekly	\$1,428.80	\$1,749.60	\$2,071.20	
		Hourly	\$17.86	\$21.87	\$25.89	
56	Public Works Analyst	Annual	\$36,894.00	\$45,195.00	\$53,496.00	N-Exempt
		Bi-Weekly	\$1,419.20	\$1,738.40	\$2,057.60	
		Hourly	\$17.74	\$21.73	\$25.72	
55	Eco. Dev. Specialist	Annual	\$36,675.00	\$44,927.00	\$53,179.00	N-Exempt
		Bi-Weekly	\$1,410.40	\$1,728.00	\$2,045.60	
		Hourly	\$17.63	\$21.60	\$25.57	
54	Sr. WW Operator	Annual	\$36,435.00	\$44,633.00	\$52,831.00	N-Exempt
		Bi-Weekly	\$1,401.60	\$1,716.80	\$2,032.00	
		Hourly	\$17.52	\$21.46	\$25.40	
53	St. Maint. Foreman	Annual	\$36,200.00	\$44,345.00	\$52,490.00	N-Exempt
		Bi-Weekly	\$1,392.00	\$1,705.60	\$2,019.20	
		Hourly	\$17.40	\$21.32	\$25.24	
51	Recreation Supervisor	Annual	\$35,705.00	\$43,739.00	\$51,773.00	N-Exempt
		Bi-Weekly	\$1,373.60	\$1,682.40	\$1,964.80	
		Hourly	\$17.17	\$21.03	\$24.89	
49	Maintenance Foreman	Annual	\$35,237.00	\$43,166.00	\$51,094.00	N-Exempt
		Bi-Weekly	\$1,355.20	\$1,660.00	\$1,964.80	
		Hourly	\$16.94	\$20.75	\$24.56	
48	Civilian Investigator	Annual	\$35,129.00	\$43,033.00	\$50,937.00	N-Exempt
		Bi-Weekly	\$1,351.20	\$1,655.20	\$1,959.20	
		Hourly	\$16.89	\$20.69	\$24.49	
47	Assistant Planner	Annual	\$34,836.00	\$42,674.00	\$50,512.00	N-Exempt
		Bi-Weekly	\$1,340.00	\$1,641.60	\$1,942.40	
		Hourly	\$16.75	\$20.52	\$24.28	
46	Admin. Asst. To Mgr	Annual	\$34,280.00	\$41,994.00	\$49,707.00	N-Exempt
		Bi-Weekly	\$1,318.40	\$1,615.20	\$1,912.00	
		Hourly	\$16.48	\$20.19	\$23.90	
45	Accountant	Annual	\$33,822.00	\$41,432.00	\$49,042.00	N-Exempt
		Bi-Weekly	\$1,300.80	\$1,593.60	\$1,886.40	
		Hourly	\$16.26	\$19.92	\$23.58	
43	Code Enforcmt. Officer	Annual	\$33,426.00	\$40,947.00	\$48,468.00	N-Exempt
		Bi-Weekly	\$1,285.60	\$1,575.20	\$1,864.00	
		Hourly	\$16.07	\$19.69	\$23.30	

41	Lead Maint. Worker	Annual	\$32,621.00	\$39,960.00	\$47,300.00	N-Exempt
		Bi-Weekly	\$1,254.40	\$1,536.80	\$1,819.20	
		Hourly	\$15.68	\$19.21	\$22.74	
39	WW Operator	Hourly	\$32,471.00	\$39,777.00	\$47,083.00	N-Exempt
		Annual	\$1,248.80	\$1,529.60	\$1,811.20	
		Bi-Weekly	\$15.61	\$19.12	\$22.64	
38	Childrens Librarian	Hourly	\$31,598.00	\$38,708.00	\$45,818.00	N-Exempt
		Annual	\$1,215.20	\$1,448.80	\$1,762.40	
		Bi-Weekly	\$15.19	\$18.61	\$22.03	
37	Sr. Equip. Operator	Annual	\$31,310.00	\$38,355.00	\$45,400.00	N-Exempt
		Bi-Weekly	\$1,204.00	\$1,475.20	\$1,746.40	
		Hourly	\$15.05	\$18.44	\$21.83	
36	Dispatcher	Annual	\$30,837.00	\$37,775.00	\$44,714.00	N-Exempt
		Bi-Weekly	\$1,186.40	\$1,452.80	\$1,720.00	
		Hourly	\$14.83	\$18.16	\$21.50	
35	Permit Technician	Annual	\$30,801.00	\$37,731.00	\$44,661.00	N-Exempt
		Bi-Weekly	\$1,184.80	\$1,451.20	\$1,717.60	
		Hourly	\$14.81	\$18.14	\$21.47	
34	Parks & Rec Coordinator	Hourly	\$30,793.00	\$37,721.00	\$44,650.00	N-Exempt
		Annual	\$1,184.00	\$1,451.20	\$1,717.60	
		Bi-Weekly	\$14.80	\$18.14	\$21.47	
33	Prop & Evid. Custodian	Hourly	\$30,428.00	\$37,274.00	\$44,120.00	N-Exempt
		Annual	\$1,170.40	\$1,433.60	\$1,696.80	
		Bi-Weekly	\$14.63	\$17.92	\$21.21	
31	Admin. Assistant	Hourly	\$29,655.00	\$36,327.00	\$43,000.00	N-Exempt
		Annual	\$1,140.80	\$1,396.80	\$1,653.60	
		Bi-Weekly	\$14.26	\$17.46	\$20.67	
30	Equip. Operator	Annual	\$29,193.00	\$35,761.00	\$42,329.00	N-Exempt
		Bi-Weekly	\$1,123.20	\$1,375.20	\$1,628.00	
		Hourly	\$14.04	\$17.19	\$20.35	
29	Finance Clerk	Annual	\$29,186.00	\$35,753.00	\$42,320.00	N-Exempt
		Bi-Weekly	\$1,122.40	\$1,375.20	\$1,628.00	
		Hourly	\$14.03	\$17.19	\$20.35	
28	Court Clerk	Annual	\$29,137.00	\$35,693.00	\$42,248.00	N-Exempt
		Bi-Weekly	\$1,120.80	\$1,364.80	\$1,624.80	
		Hourly	\$14.01	\$17.06	\$20.31	
27	Records Specialist	Hourly	\$28,691.00	\$35,147.00	\$41,602.00	N-Exempt
		Annual	\$1,103.20	\$1,352.00	\$1,600.00	
		Bi-Weekly	\$13.79	\$16.90	\$20.00	

26	Animal Control Officer	Hourly	\$28,381.00	\$34,766.00	\$41,152.00	N-Exempt
		Annual	\$1,091.20	\$1,336.80	\$1,582.40	
		Bi-Weekly	\$13.64	\$16.71	\$19.78	
25	Library Specialist	Hourly	\$28,200.00	\$34,546.00	\$40,891.00	N-Exempt
		Annual	\$1,084.80	\$1,328.80	\$1,572.80	
		Bi-Weekly	\$13.56	\$16.61	\$19.66	
24	Maintenance Worker	Annual	\$26,862.00	\$32,905.00	\$38,949.00	N-Exempt
		Bi-Weekly	\$1,032.80	\$1,265.60	\$1,480.80	
		Hourly	\$12.91	\$15.82	\$18.51	
23	Records Clerk	Annual	\$25,730.00	\$31,519.00	\$37,308.00	N-Exempt
		Bi-Weekly	\$989.60	\$1,212.00	\$1,435.20	
		Hourly	\$12.37	\$15.15	\$17.94	
22	Sr. Library Clerk	Annual	\$24,874.00	\$30,471.00	\$36,068.00	N-Exempt
		Bi-Weekly	\$956.80	\$1,172.00	\$1,387.20	
		Hourly	\$11.96	\$14.65	\$17.34	
21	Laborer	Annual	\$23,835.00	\$29,198.00	\$34,561.00	N-Exempt
		Bi-Weekly	\$916.80	\$1,123.20	\$1,329.60	
		Hourly	\$11.46	\$14.04	\$16.62	
20	Library Clerk	Annual	\$23,486.00	\$28,770.00	\$34,055.00	N-Exempt
		Bi-Weekly	\$903.20	\$1,106.40	\$1,309.60	
		Hourly	\$11.29	\$13.83	\$16.37	
19	Receptionist	Annual	\$23,483.00	\$28,766.00	\$34,050.00	N-Exempt
		Bi-Weekly	\$903.20	\$1,106.40	\$1,309.60	
		Hourly	\$11.29	\$13.83	\$16.37	
17	Janitor	Annual	\$22,354.00	\$27,384.00	\$32,413.00	N-Exempt
		Bi-Weekly	\$860.00	\$1,053.60	\$1,246.40	
		Hourly	\$10.75	\$13.17	\$15.58	
15	Parks & Rec Leader	Annual	\$21,965.00	\$26,907.00	\$31,849.00	N-Exempt
		Bi-Weekly	\$844.80	\$1,035.20	\$1,224.80	
		Hourly	\$10.56	\$12.94	\$15.31	
14	VC Ambassador	Annual	\$21,840.00	\$26,787.00	\$32,542.00	N-Exempt
		Bi-Weekly	\$840.00	\$1,034.40	\$1,220.80	
		Hourly	\$10.50	\$12.88	\$15.26	

Attachment 2

Town of Camp Verde Salary Plan - Effective 8-2019						
Range	Title		Minimum	Midpoint	Maximum	Status
99	Town Manager	Annual	\$117,608.00	\$144,070.00	\$170,532.00	Exempt
		Bi-Weekly	\$4,523.20	\$5,540.80	\$6,559.20	
		Hourly	\$56.54	\$69.26	\$81.99	
97	Town Marshal	Annual	\$84,502.00	\$103,515.00	\$ 122,528.00	Exempt
		Bi-Weekly	\$3,250.40	\$3,981.60	\$4,712.80	
		Hourly	\$40.63	\$49.77	\$58.91	
95	Finance Director	Annual	\$78,778.00	\$96,502.00	\$114,227.00	Exempt
		Bi-Weekly	\$3,029.60	\$3,712.00	\$4,393.60	
		Hourly	\$37.87	\$46.40	\$54.92	
94	Community Dev. Dir	Annual	\$73,637.00	\$90,205.00	\$ 106,773.00	Exempt
		Bi-Weekly	\$2,832.00	\$3,469.60	\$4,106.40	
		Hourly	\$35.40	\$43.37	\$51.33	
96	Public Works Director	Annual	\$79,505.00	\$97,394.00	\$115,282.00	Exempt
		Bi-Weekly	\$3,057.88	\$3,745.92	\$4,433.92	
		Hourly	\$38.22	\$46.82	\$55.42	
90	Eco. Dev. Director	Annual	\$70,150.00	\$85,934.00	\$101,717.00	Exempt
		Bi-Weekly	\$2,698.40	\$3,304.80	\$3,912.00	
		Hourly	\$33.73	\$41.31	\$48.90	
88	HR Director	Annual	\$69,482.00	\$85,115.00	\$100,749.00	Exempt
		Bi-Weekly	\$2,672.38	\$3,273.65	\$3,874.96	
		Hourly	\$33.40	\$40.92	\$48.44	
91	Commander	Annual	\$71,565.00	\$87,667.00	\$103,769.00	Exempt
		Bi-Weekly	\$2,752.50	\$3,371.81	\$3,991.12	
		Hourly	\$34.41	\$42.15	\$49.89	
84	P & R Director	Annual	\$66,651.00	\$81,647.00	\$96,644.00	Exempt
		Bi-Weekly	\$2,563.20	\$3,140.00	\$3,716.80	
		Hourly	\$32.04	\$39.25	\$46.46	
82	Town Clerk	Annual	\$62,649.00	\$76,745.00	\$90,841.00	Exempt
		Bi-Weekly	\$2,409.60	\$2,952.00	\$3,493.60	
		Hourly	\$30.12	\$36.90	\$43.67	
80	Deputy Public Wks Dir	Annual	\$61,839.00	\$77,988.00	\$94,096.00	Exempt
		Bi-Weekly	\$2,376.42	\$2,998.77	\$3,619.06	
		Hourly	\$29.73	\$37.48	\$45.24	
78	Library Director	Annual	\$55,677.00	\$68,205.00	\$80,732.00	Exempt
		Bi-Weekly	\$2,141.60	\$2,623.20	\$3,104.80	
		Hourly	\$26.77	\$32.79	\$38.81	
76	Risk Manager	Annual	\$55,459.00	\$67,937.00	\$80,415.00	Exempt
		Bi-Weekly	\$2,132.80	\$2,612.80	\$3,092.80	
		Hourly	\$26.66	\$32.66	\$38.66	

Town of Camp Verde Salary Plan - Effective 8-2019

Range	Title		Minimum	Midpoint	Maximum	Status
79	Police Sergeant	Annual	\$58,279.00	\$71,392.00	\$84,505.00	N-Exempt
		Bi-Weekly	\$2,241.50	\$2,745.85	\$3,250.19	
		Hourly	\$28.02	\$34.32	\$40.63	
71	Chief Building Official	Annual	\$52,556.00	\$64,381.00	\$76,206.00	Exempt
		Bi-Weekly	\$2,021.60	\$2,476.00	\$2,931.20	
		Hourly	\$25.27	\$30.95	\$36.64	
69	Street Supervisor	Annual	\$45,372.00	\$55,581.00	\$65,790.00	N-Exempt
		Bi-Weekly	\$1,744.80	\$2,137.60	\$2,530.40	
		Hourly	\$21.81	\$26.72	\$31.63	
68	Planner Police Officer 1	Annual	\$45,278.00	\$55,466.00	\$65,654.00	N-Exempt
		Bi-Weekly	\$1,741.60	\$2,133.60	\$2,524.80	
		Hourly	\$21.77	\$26.67	\$31.56	
66	CAD Draftsman	Annual	\$43,012.00	\$52,690.00	\$62,368.00	N-Exempt
		Bi-Weekly	\$1,654.40	\$2,026.40	\$2,398.40	
		Hourly	\$20.68	\$25.33	\$29.98	
70	Wwater Div. Manager	Annual	\$47,707.00	\$58,441.08	\$69,175.15	N-Exempt
		Bi-Weekly	\$1,834.88	\$2,247.73	\$2,660.58	
		Hourly	\$22.94	\$28.10	\$33.26	
64	P & R Div. Manager	Annual	\$41,063.00	\$50,303.00	\$59,542.00	N-Exempt
		Bi-Weekly	\$1,579.20	\$1,934.40	\$2,290.40	
		Hourly	\$19.74	\$24.18	\$28.63	
67	Dispatch Supervisor	Annual	\$43,988.00	\$53,885.00	\$63,783.00	N-Exempt
		Bi-Weekly	\$1,691.85	\$2,072.50	\$2,453.19	
		Hourly	\$21.15	\$25.91	\$30.66	
62	Senior Accountant	Annual	\$39,731.00	\$48,671.00	\$57,610.00	N-Exempt
		Bi-Weekly	\$1,528.00	\$1,872.00	\$2,216.00	
		Hourly	\$19.10	\$23.40	\$27.70	
61	Court Supervisor	Annual	\$39,390.00	\$48,252.00	\$57,115.00	N-Exempt
		Bi-Weekly	\$1,515.20	\$1,856.00	\$2,196.80	
		Hourly	\$18.94	\$23.20	\$27.46	
60	Building Inspector Deputy Town Clerk	Annual	\$37,921.00	\$46,454.00	\$54,986.00	N-Exempt
		Bi-Weekly	\$1,458.40	\$1,786.40	\$2,115.20	
		Hourly	\$18.23	\$22.33	\$26.44	
59	HR Specialist	Annual	\$37,447.00	\$45,873.00	\$54,298.00	N-Exempt
		Bi-Weekly	\$1,440.00	\$1,764.00	\$2,088.00	
		Hourly	\$18.00	\$22.05	\$26.10	
58	Plans Examiner	Annual	\$37,331.00	\$45,731.00	\$54,130.00	N-Exempt
		Bi-Weekly	\$1,436.00	\$1,759.20	\$2,081.60	
		Hourly	\$17.95	\$21.99	\$26.02	

Town of Camp Verde Salary Plan - Effective 8-2019

Range	Title		Minimum	Midpoint	Maximum	Status
56	Public Works Analyst	Annual	\$36,894.00	\$45,195.00	\$53,496.00	N-Exempt
		Bi-Weekly	\$1,419.20	\$1,738.40	\$2,057.60	
		Hourly	\$17.74	\$21.73	\$25.72	
55	Eco. Dev. Specialist	Annual	\$36,675.00	\$44,927.00	\$53,179.00	N-Exempt
		Bi-Weekly	\$1,410.40	\$1,728.00	\$2,045.60	
		Hourly	\$17.63	\$21.60	\$25.57	
54	Sr. WW Operator	Annual	\$36,435.00	\$44,633.00	\$52,831.00	N-Exempt
		Bi-Weekly	\$1,401.60	\$1,716.80	\$2,032.00	
		Hourly	\$17.52	\$21.46	\$25.40	
53	St. Maint. Foreman	Annual	\$36,200.00	\$44,345.00	\$52,490.00	N-Exempt
		Bi-Weekly	\$1,392.00	\$1,705.60	\$2,019.20	
		Hourly	\$17.40	\$21.32	\$25.24	
51	Recreation Supervisor	Annual	\$35,705.00	\$43,739.00	\$51,773.00	N-Exempt
		Bi-Weekly	\$1,373.60	\$1,682.40	\$1,964.80	
		Hourly	\$17.17	\$21.03	\$24.89	
49	Maintanence Foreman	Annual	\$35,237.00	\$43,166.00	\$51,094.00	N-Exempt
		Bi-Weekly	\$1,355.20	\$1,660.00	\$1,964.80	
		Hourly	\$16.94	\$20.75	\$24.56	
48	Civilian Investigator	Annual	\$35,129.00	\$43,033.00	\$50,937.00	N-Exempt
		Bi-Weekly	\$1,351.20	\$1,655.20	\$1,959.20	
		Hourly	\$16.89	\$20.69	\$24.49	
47	Assistant Planner	Annual	\$34,836.00	\$42,674.00	\$50,512.00	N-Exempt
	Dispatcher	Bi-Weekly	\$1,339.85	\$1,641.60	\$1,942.40	
		Hourly	\$16.75	\$20.52	\$24.28	
46	Admin. Asst. To Mgr	Annual	\$34,280.00	\$41,994.00	\$49,707.00	N-Exempt
		Bi-Weekly	\$1,318.40	\$1,615.20	\$1,912.00	
		Hourly	\$16.48	\$20.19	\$23.90	
45	Accountant	Annual	\$33,822.00	\$41,432.00	\$49,042.00	N-Exempt
		Bi-Weekly	\$1,300.80	\$1,593.60	\$1,886.40	
		Hourly	\$16.26	\$19.92	\$23.58	
43	Code Enforcmt. Officer	Annual	\$33,426.00	\$40,947.00	\$48,468.00	N-Exempt
		Bi-Weekly	\$1,285.60	\$1,575.20	\$1,864.00	
		Hourly	\$16.07	\$19.69	\$23.30	
41	Lead Maint. Worker	Annual	\$32,621.00	\$39,960.00	\$47,300.00	N-Exempt
		Bi-Weekly	\$1,254.40	\$1,536.80	\$1,819.20	
		Hourly	\$15.68	\$19.21	\$22.74	
39	WW Operator	Hourly	\$32,471.00	\$39,777.00	\$47,083.00	N-Exempt
		Annual	\$1,248.80	\$1,529.60	\$1,811.20	
		Bi-Weekly	\$15.61	\$19.12	\$22.64	

Town of Camp Verde Salary Plan - Effective 8-2019

Range	Title		Minimum	Midpoint	Maximum	Status
38	Childrens Librarian	Hourly	\$31,598.00	\$38,708.00	\$45,818.00	N-Exempt
		Annual	\$1,215.20	\$1,448.80	\$1,762.40	
		Bi-Weekly	\$15.19	\$18.61	\$22.03	
37	Sr. Equip. Operator	Annual	\$31,310.00	\$38,355.00	\$45,400.00	N-Exempt
		Bi-Weekly	\$1,204.00	\$1,475.20	\$1,746.40	
		Hourly	\$15.05	\$18.44	\$21.83	
35	Permit Technician	Annual	\$30,801.00	\$37,731.00	\$44,661.00	N-Exempt
		Bi-Weekly	\$1,184.80	\$1,451.20	\$1,717.60	
		Hourly	\$14.81	\$18.14	\$21.47	
34	Parks & Rec Coordinator	Hourly	\$30,793.00	\$37,721.00	\$44,650.00	N-Exempt
		Annual	\$1,184.00	\$1,451.20	\$1,717.60	
		Bi-Weekly	\$14.80	\$18.14	\$21.47	
44	Prop & Evid. Custodian	Hourly	\$33,528.00	\$41,072.00	\$48,616.00	N-Exempt
		Annual	\$1,289.54	\$1,579.69	\$1,869.85	
		Bi-Weekly	\$16.12	\$19.75	\$23.37	
31	Admin. Assistant	Hourly	\$29,655.00	\$36,327.00	\$43,000.00	N-Exempt
		Annual	\$1,140.80	\$1,396.80	\$1,653.60	
		Bi-Weekly	\$14.26	\$17.46	\$20.67	
30	Equip. Operator	Annual	\$29,193.00	\$35,761.00	\$42,329.00	N-Exempt
		Bi-Weekly	\$1,123.20	\$1,375.20	\$1,628.00	
		Hourly	\$14.04	\$17.19	\$20.35	
29	Finance Clerk	Annual	\$29,186.00	\$35,753.00	\$42,320.00	N-Exempt
		Bi-Weekly	\$1,122.40	\$1,375.20	\$1,628.00	
		Hourly	\$14.03	\$17.19	\$20.35	
28	Court Clerk	Annual	\$29,137.00	\$35,693.00	\$42,248.00	N-Exempt
		Bi-Weekly	\$1,120.80	\$1,364.80	\$1,624.80	
		Hourly	\$14.01	\$17.06	\$20.31	
36	Records Specialist	Hourly	\$31,112.00	\$38,112.00	\$45,112.00	N-Exempt
		Annual	\$1,196.62	\$1,465.85	\$1,735.08	
		Bi-Weekly	\$14.96	\$18.32	\$21.69	
32	Animal Control Officer	Hourly	\$29,785.00	\$36,487.00	\$43,188.00	N-Exempt
		Annual	\$1,145.58	\$1,403.35	\$1,661.08	
		Bi-Weekly	\$14.32	\$17.54	\$20.76	
26	Library Specialist	Hourly	\$28,200.00	\$34,546.00	\$40,891.00	N-Exempt
		Annual	\$1,084.80	\$1,328.80	\$1,572.80	
		Bi-Weekly	\$13.56	\$16.61	\$19.66	
24	Maintenance Worker	Annual	\$26,862.00	\$32,905.00	\$38,949.00	N-Exempt
		Bi-Weekly	\$1,032.80	\$1,265.60	\$1,480.80	
		Hourly	\$12.91	\$15.82	\$18.51	

Town of Camp Verde Salary Plan - Effective 8-2019

Range	Title		Minimum	Midpoint	Maximum	Status
25	Records Clerk	Annual	\$27,132.00	\$33,237.00	\$39,341.00	N-Exempt
		Bi-Weekly	\$1,043.54	\$1,278.35	\$1,513.12	
		Hourly	\$13.04	\$15.98	\$18.91	
22	Sr. Library Clerk	Minimum Wage+ .50				N-Exempt
	Parks & Rec Leader					
21	Laborer	Minimum Wage				N-Exempt
	Janitor					
	VC Ambassador					
	Library Clerk					
	Receptionist					



July 10, 2019

Dear Mayor,

Correspondence of July 9, 2019 sent from League staff on my behalf, announced Jenn Daniels, Mayor of Gilbert and a member of the League's Executive Committee, will serve as chairwoman of the Resolutions Committee at the League Annual Conference.

The chairs of five League Policy Committees will present the Resolutions discussed in their respective committees to the Resolutions Committee at the Annual Conference. League Staff will present the staff resolution.

Included in this packet you will find:

- Resolutions Committee Calendar
- Resolutions Committee Procedures
- Policy Committee Reports and Resolutions
- Proposed League Staff Resolution

As the first order of business at the conference, the Resolutions Committee will meet on **Tuesday, August 20, 2019 at 1:30 p.m.** Lunch will be available starting at **12:30 p.m.** The actions of the full Resolutions Committee will be formally adopted at the League's Annual Business Meeting on **Thursday August 22, 2019 at 4:00 p.m.**

If you have not accepted your appointment or designated a council representative to serve your city/town on the 2019 Resolutions Committee, please make that appointment [here](#).

We look forward to having all member cities and towns participate on the Resolutions Committee. If you have any questions or comments regarding the Resolutions Committee, your appointment or the resolutions submittal process, please do not hesitate to contact the League office.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian Price", with a long horizontal line extending to the right.

Mayor Christian Price, Maricopa
League President

Enclosures

cc (via email): Managers, Clerks without Managers, Intergovs

2019 Resolutions Committee Calendar

- April:** Mayor Daniels appointed as 2019 Resolutions Committee chair
- April-June:** Policy Committees meet
- July 9:** League sends email requesting mayors or council designees register to represent their city/town on Resolutions Committee
- July 10:** League sends out resolutions packet to membership
- August 20:** Resolutions Committee Meeting at the League Annual Conference in Tucson
- August 22:** Resolutions ratified at the Annual Business Meeting

League of Arizona Cities and Towns Resolutions Committee Procedures

1. Resolutions Committee Appointment

The President shall appoint the Chairman at least two (2) months prior to the Annual Conference and appoint members of the Resolutions Committee. Only one elected official from each city or town shall be appointed to the Committee and shall cast the vote of such city or town. Municipal staff are ineligible to serve on the committee.

2. Duties

The Resolutions Committee shall adopt statements of policy amending the annual Municipal Policy Statement, special resolutions and such other resolutions of courtesy, commendation or appreciation as the Committee deems appropriate.

3. Submission of Resolutions

- A. Except as otherwise provided, all proposed resolutions submitted by a city or town, including resolutions of courtesy, commendation or appreciation, must be considered by the Policy Committees by submitting the resolution to the Chairman of the Committee or to the League office. The resolutions process allows cities and towns to submit policy ideas to the League at any time during the year without the requirement of a co-sponsoring city or town. If approved by a policy committee, League staff will draft the resolution for presentation to the full Resolutions Committee. Sponsoring cities and towns, or other interested stakeholders may be consulted to provide more information on the idea and may be invited to speak to the issue at one of the policy committee meetings. Submissions received after July 6 may not be processed in time for the Annual Conference.
- B. Except in the case of emergency as determined by the Chair of the Resolutions Committee, no resolutions submitted by a city or town after the deadline specified in subsection A of this section or that have not been vetted by the Policy Committees may be considered.
- C. League staff may submit resolutions for consideration by the full Resolutions Committee if there are issues that have not been addressed through the policy committee process.

4. Resolutions Committee Process

- A. The President shall assign submissions to the relevant Policy Committee. The Policy Committees will review submissions and develop pertinent resolutions for consideration by the Resolutions Committee. Except for the provisions of subsection 3, only resolutions advanced by the Policy Committees shall be discussed at the Annual Conference Resolutions Committee.
- B. Resolutions shall be amended according to the process established by the Chairman of the Committee.
- C. The completed resolutions will go to the full Resolutions Committee at the Annual Conference for consideration. The chairs of each policy committee will be responsible

for presenting the resolutions and their committee activities to the full Resolutions Committee. Notice shall be given to each member at least four weeks in advance of the meeting.

5. Final Report

After the Resolutions Committee meeting, the Chairman of the Committee or a designee shall report to the entire league membership at the Annual Business Meeting those resolutions adopted by the Committee. Resolutions adopted by the Committee shall be formally adopted by the membership at the Annual Business Meeting and become the basis for the annual Municipal Policy Statement.

Policy Committee Reports

The following policy committee reports and resolutions are arranged in alphabetical order. The recommended resolutions are categorized by their respective committee initials and numbered according to the order in which they were approved.

Budget, Finance and Economic Development – BFED

General Administration, Human Resources and Elections – GAHRE

Neighborhoods, Sustainability and Quality of Life – NSQL

Public Safety, Military Affairs and the Courts – PSMAC

Transportation, Infrastructure and Public Works – TIPW

Number	Resolution	Sponsor	Notes
BFED 1	Further study and explore legislation to address the property tax code regarding “salvage” property valuations and establish a revolving fund available to cities and towns to fund blight abatement efforts.	Superior	
GAHRE 1	Allow governing bodies the ability to address security measures for emergency situations as part of an executive session during a council meeting.	Avondale	
GAHRE 2	Allow governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper.	Buckeye	
TIPW 1	Support federal legislation enacting the Nogales Wastewater Fairness Act that will apportion the costs for the operation and maintenance of the Nogales International Wastewater Treatment Plant and the International Outfall Interceptor based on the average daily volume of wastewater originating from Nogales, Arizona and Nogales, Sonora.	Nogales	
NSQL 1	Amend statute to allow local regulation of investor-owned short-term home rentals.	Sedona	
NSQL 2	Support legislation for Arizona to ratify the Equal Rights Amendment.	Quartzsite	
League Staff 1	Support appropriations for the Heritage Fund.	League	

These are the only items that will be voted on. The other submissions that did not move forward as resolutions will be explained at the Resolutions Committee.

Chair’s Report of the Budget, Finance and Economic Development Policy Committee

Mayor Daryl Seymore, Show Low

Resolutions Committee Meeting, League Annual Conference

On **May 31, 2019**, the Budget, Finance and Economic Development committee (BFED) convened to discuss one policy issue submitted by the town of Superior. Below is a summary of the issue considered:

1. Blight remediation. **Superior (Policy Issue 1)**

Below is a summary of the committee discussion and recommendations:

Todd Pryor, Superior town manager, submitted **Policy Issue 1** regarding commercial property blight remediation. Mr. Pryor explained the issue of dilapidated commercial structures in Superior and other Copper Corridor communities has been an ongoing issue for several years and there is lack of resources to fully-address the problems. Property speculators have bought many parcels in the downtown area of Superior and have left the buildings vacant and in disrepair. He also highlighted that property tax laws have incentivized these property speculators to leave the buildings vacant rather than keep them up to code and in use. The town lacks standing on the State Equalization Board to appeal the “salvage” tax rates that are set for these properties, which has resulted in loss of revenue to the town that already lacks resources to abate blighted and deteriorated properties. Mr. Pryor shared examples of how other states have addressed similar issues.

After discussion and questions, Councilmember Joyce Clark (Glendale) moved to further study and explore legislation that will 1) address the property tax code regarding “salvage” property valuation and 2) establish a revolving fund available to cities and towns to fund abatement efforts in their communities. The motion passed unanimously.

Policy Issue	Disposition by Committee
1 Blight remediation	Resolution BFED 1

Daryl Seymore
Mayor of Show Low
Chair, Budget, Finance and Economic Development

BFED 1

League of Arizona Cities & Towns Resolution

Further study and explore legislation to address the property tax code regarding “salvage” property valuations and establish a revolving fund available to cities and towns to fund blight abatement efforts.

A. Purpose and Effect of Resolution

Communities throughout the state have been working to revitalize blighted and vacant properties in their downtown areas to spur economic growth following the Great Recession or after a major industry has left. Some communities, particularly in the Copper Corridor region, have had difficulty abating blighted properties because many of them were purchased by speculators that allow the buildings to fall into disrepair, become a health and safety hazard for the public and surrounding property owners, and degrade the commercial building stock of the community. Attempts to work with property owners to abate the issues have not been successful for a few common reasons: 1) tax laws allowing property speculators to receive a low tax rate, or “salvage rate,” for distressed properties; and 2) small cities and towns do not have resources available, like larger cities, to manage professional code enforcement and pursue legal remedies to hold property owners accountable. For these reasons, speculators have no incentive to repair, sell, or improve the property to become productive again, leaving these communities with few resources to bring their housing and commercial stock back into productivity.

B. Relevance to Municipal Policy

Any changes to state law would benefit communities throughout the state who are addressing similar issues.

C. Fiscal Impact to Cities and Towns

No anticipated fiscal impact to cities and towns, however, any legislative remedies may ease the costs associated with blight abatement and incentivize owners to improve their property to become productive again and improve the unequal property tax collections.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state to further study this issue.

E. Contact Information:

Sponsoring City or Town: Superior

Name: Todd Pryor, town manager

Phone: (520) 689-5752

Email: manager@superioraz.gov

League Staff: Tom Savage

Chair's Report of the General Administration, Human Resources and Elections Committee

Mayor Anna Tovar, Tolleson

Resolutions Committee Meeting, League Annual Conference

On **May 31, 2019 and June 28, 2019**, the General Administration, Human Resources and Elections Committee (GAHRE) convened to discuss four policy issues submitted by Avondale, Buckeye, Bullhead City and Payson. Below is a summary of the issues considered by GAHRE:

1. Modify the ARS dealing with write-in candidates to include the requirement that a write-in candidate is only allowed in a municipal general (or run-off) election if there are less than two candidates on the ballot for each council seat to be filled and then only up to a maximum of two candidates on the ballot for each council seat to be filled. **Payson (Policy Issue 1)**
2. Resolve concerns with the Department of Economic Security's (DES) Business Enterprise Program regarding vending machines in city and county buildings. **Bullhead City (Policy Issue 2)**
3. Allow governing bodies the ability to address security measures for emergency situations as part of an executive session during a council meeting. **Avondale (Policy Issue 3)**
4. Allow governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper. **Buckeye (Policy Issue 4)**

Below is a summary of the committee discussion and recommendations:

The town of Payson submitted **Policy Issue 1** that would prohibit write-in candidates in a municipal general (or run-off) election if there are already two candidates on the ballot for each council seat to be filled and then only up to a maximum of two candidates on the ballot for each council seat to be filled.

The town of Payson explained that in the last municipal primary election for town council there were seven candidates for three council seats. Two of the candidates were elected outright in the primary and the next two candidates with the highest vote totals were slated to go to the general election for a run-off. After the canvass of the votes, an additional citizen decided to run as a write-in candidate in the general election against the two candidates who had participated in the primary election. The write-in candidate ended up winning the election with a plurality, but not a majority, of the votes cast. This was caused by there being more than two candidates for one position in the run-off election.

The committee agreed with the town that the insertion of a write-in candidate into a situation where two candidates from the primary election were already on the ballot created a situation where a winning candidate could be seated on the council without receiving a majority of the votes cast at the election, and that was a cause for concern. However, it was pointed out that a bill related to write-in candidates (based on a court decision in Kingman) was passed by the legislature

this year to ensure that in state statute the process for write-in candidates to be placed on the ballot in city and town elections be the same as the process for state elections. HB2134 was signed by the governor and will become effective on August 27 of this year. The committee unanimously decided, based on concerns about conflating this issue with HB2134, to give the League staff direction to communicate about this specific issue with members of the Legislature and Governor's Office to solicit feedback and pursue this item in a future legislative session.

The city of Bullhead City proposed **Policy Issue 2** to allow cities and towns to end their contracts with the Department of Economic Security (DES) and the Business Enterprise Program related to vending machine facilities in city and town buildings. The city felt that the original intent of the program was to allow visually impaired individuals an opportunity for employment through the servicing of these vending machines in public buildings. However, program reports show that since 2010 no person employed under the program had a visual disability. Furthermore, cities and towns pay the cost for housing, electricity and water for the machines and receive no reimbursement. In many instances, there has been no monitoring of the machines and food has been allowed to spoil with no one to contact to take care of the problem.

The committee discussed working with DES to address the issues. The committee felt that before cities and towns attempt to receive statutory authority to get out of a state program that League staff should work with that agency to make improvements. The committee voted unanimously to authorize League staff to work with DES to seek the following from them:

- DES should cover the cost associated with vending machines (water, housing, electricity etc.)
- Allow some oversight and authority by local health departments to insure food is regularly changed out to preserve the quality of the product and protect the consumer.
- A reliable customer support line should be made available to swiftly resolve any issues with the machine itself or the product within the machine.
- Allow an audit of the program to occur and reevaluate who this program is truly benefiting.
- If DES has failed to cooperate and work with cities and towns to make the changes listed after year one, cities and towns should reserve the right to begin the process of ending their agreement with DES through legislative action.

The city of Avondale proposed **Policy Issue 3** to allow cities and towns to change statute related to executive sessions. Recently, the city manager wanted to conduct a review of procedures utilized in the event of an active shooter incident during an executive session of the city council meeting. Furthermore, the manager wanted to discuss with the council the findings of a security audit and discuss steps to be implemented to further secure public buildings. However, it was determined that state statutes related to executive session did not allow for this type of discussion to occur. The manager and the council both felt that because of the sensitive nature of these documents warranted the ability for the council to discuss them in an executive session setting.

After thorough discussion by the committee concerning the pressing need for these types of audits to be conducted and documents to be produced, they voted unanimously to give statutory authority

to cities and towns to address security measures for emergency situations as part of an executive session during a council meeting.

The city of Buckeye proposed **Policy Issue 4** to allow governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper. Current statute requires that when public notices are statutorily required to be published in a newspaper, the publication must “take place in a newspaper printed and published within the territorial limits thereof. If no such newspaper is printed and published within the limits thereof, publication may be made in a newspaper printed and published in the county in which the district, city or town is located.”

The city explained to the committee a situation where they’re forced to use a newspaper with significantly less circulation and with a substantially higher publishing fee to publish their public notices. The committee was also made aware that this situation is not unique to Buckeye. The committee discussion centered on the idea that the reason for publication of notices was to increase transparency of government for citizens. They believed that it seems counterintuitive to pay more money for less coverage. The committee voted unanimously to seek a change to state statute allowing governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper.

The table below summarizes the GAHRE Committee’s actions:

Policy Issue	Disposition by Committee
1 Write-In-Candidates	Educate Legislators and Governor’s Office
2 BEP Program Changes	Work with DES to make changes
3 Emergency Measures in Executive Committee	Resolution GAHRE 1
4 Newspaper Publishing Requirements	Resolution GAHRE 2

Anna Tovar
 Mayor of Tolleson
 Chair, General Administration, Human Resources and Elections Committee

GAHRE 1

League of Arizona Cities & Towns Resolution

Allow governing bodies the ability to address security measures for emergency situations as part of an executive session during a council meeting.

A. Purpose and Effect of Resolution

State statute allows city and town councils to convene in executive session for “discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law. Because documents related to public building security and other emergency situations are not required to be maintained as confidential by state or federal law, these documents cannot be reviewed by council in an executive session. This resolution proposes to amend statute to allow these documents to be reviewed in an executive session.

B. Relevance to Municipal Policy

City and town elected officials are faced with the reality of security issues, such as “active shooter” situations as part of their governance duties. Because of the sensitive nature of these plans and policies, the council should be allowed to keep documents related to security response measures confidential so that they can be reviewed by the council in executive session.

C. Fiscal Impact to Cities and Towns

No fiscal impact to cities and towns.

D. Fiscal Impact to the State

No fiscal impact to the state.

E. Contact Information

Sponsoring City or Town: Avondale

Name: Jessica Blazina, Government Relations Director

Phone: 623-333-1612 Email: jblazina@avondaleaz.gov

League Staff: Tom Belshe

GAHRE 2

League of Arizona Cities & Towns Resolution

Allow governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper.

A. Purpose and Effect of Resolution

State statute requires certain public notices to be published in a newspaper and the publication must “take place in a newspaper printed and published within the territorial limits thereof. If no newspaper is printed and published within the limits thereof, publication may be made in a newspaper printed and published in the county in which the district, city or town is located” (Arizona Rev. Statutes § 39-204(C)). There are situations in the state where a city or town is forced to use a newspaper with significantly less circulation and with a substantially higher fees to publish public notices. Cities and towns should be allowed to have their public notices reach more citizens and do so at the most reasonable price available.

B. Relevance to Municipal Policy

Statutorily required publication of notices in a newspaper is meant to create transparency in government. By requiring publication of these notices in papers with very limited circulation, an important public policy purpose is thwarted.

C. Fiscal Impact to Cities and Towns

Publication cost savings could be significant for affected cities and towns.

D. Fiscal Impact to the State

No fiscal impact to the state.

E. Contact Information

Sponsoring City or Town: Buckeye
Name: George Diaz, Government Relations Manager
Phone: 623-349-6996 Email: gdiaz@buckeyeaz.gov
League Staff: Tom Belshe

Chair's Report of the Neighborhoods, Sustainability, and Quality of Life Policy Committee

Mayor Sandy Moriarty, Chair

Resolutions Committee Meeting, League Annual Conference

The Neighborhoods, Sustainability, and Quality of Life Policy Committee (NSQL) convened on **April 25, May 30, and June 27, 2019** to discuss three policy issues submitted by committee members for consideration. Below is a summary of the policy issues considered by NSQL:

1. Advocate for local regulation of investor-owned short-term rentals (STR's). – **Sedona (Policy Issue 1)**
2. Advocate for an open space preservation/scientific and cultural facilities special district. – **Gilbert (Policy Issue 2)**
3. Advocate for Arizona to ratify the Equal Rights Amendment to the US Constitution. – **Quartzsite (Policy Issue 3)**

Below is a summary of the committee discussion and the recommendations:

The city of Sedona submitted **Policy Issue 1** in response to resident complaints and negative impacts that short-term rentals have had on Sedona and other northern Arizona communities that were not addressed this year in HB2672 vacation rentals; short-term rentals; regulation, which came from a League resolution adopted last year. The negative impacts described include public safety hazards (e.g. fires, decks collapsing), a loss of tranquility in residential areas due to increased traffic, as well as a marked reduction in available housing and in the economic benefits derived from hotels and other revenue and job generating businesses in tourism dependent communities.

At the first meeting, League staff reviewed the legislative history of HB2672 and HB2728 short-term rentals; regulation, sponsored by Representative Isela Blanc, which was modeled on a resolution approved by the Greater Arizona Mayors Association but did not receive a hearing during session. HB2728 would have defined short-term rentals as transient lodging and allow local governments to regulate them as such. The committee also discussed political challenges of getting any changes to the original "Airbnb" bill (SB1350) due to the incredible growth in the availability and popularity of short-term rentals, the narrow focus of some legislators on an individual's property rights rather than the rights of neighbors, and the governor's support for the "sharing economy". The committee voted to move Policy Issue 1 forward for consideration at the annual conference but agreed to meet again for further discussion on the issue. League staff also requested that Sedona provide a list of regulations which apply to hotels which should be applied to short-term rentals.

At the May 30 meeting the committee reviewed the governor's signing letter and discussed what implications the passage and approval of HB2672 had on Policy Issue 1. The committee agreed that the letter indicated that additional changes to the short-term rental statutes will need to be simple, direct and easy to justify. The committee once again reviewed the issues that communities are having with short-term rentals, as well as the list of regulations that apply to hotels but not

short-term rentals. The committee then discussed different approaches to address the problems described such as regulating “investor-owned” short-term rentals differently than homes that are used as someone’s primary or secondary residence at some point during the year. The committee agreed to continue looking at different approaches that would help Sedona and other communities.

At the final meeting of the committee on June 27 Sedona provided a presentation that included maps of their community and other communities and the proliferation of STR’s. The committee discussed the prospects of passing additional STR legislation a year immediately following the passage of HB2672 addressing nuisance properties as well as the governor’s signing letter indicating his reticence in signing additional legislation that might pose an impediment to his “sharing economy.” A two-part League approach was put forward: 1) explore legislative opportunities allowing municipalities to regulate investor-owned STR’s differently than owner-occupied STR’s; and 2) gather data on the abundance of STR’s within Arizona cities and towns and present that data to the governor and Legislature so they have a better sense of the challenges in our communities.

The town of Gilbert submitted **Policy Issue 2**, which had been discussed by the committee the previous year and was held for further study. The proposal calls for changing statute to allow special districts that can fund the construction, maintenance, and operation of facilities for regional attractions such as the Superstition Mountains, as well as scientific and cultural facilities. The proposal is modeled on a special district in Denver that funds scientific and cultural facilities, as well as open space preservation.

At the first meeting staff from the town of Gilbert and the League shared the ideas and information that had been gathered since the previous year’s discussion. Staff recommended that the district be funded through a secondary property tax rather than a sales tax (Denver district is funded by sales tax), that the district boundaries be drawn by the group that plans to circulate petitions for the initiative or based on an economic impact study rather than being coterminous with each participating city’s boundaries, and that the district be allowed to fund both initial construction and ongoing operational costs. The committee was asked to identify regional attractions that could benefit from development through a district like the one being proposed. The committee agreed that the policy need further refinement and voted to continue developing the policy.

At the second meeting staff from the town of Gilbert provided additional information about how Denver’s Science and Cultural Facilities District is structured. Councilmembers Korte and Whitehead from Scottsdale shared information about a project in one of Scottsdale’s preserves that did not move forward but which might have benefited from such a district. The committee continued to discuss what the best governance and finance structure would be for the special district and agreed to continue refining the proposal before moving it forward.

At the June 27 meeting the town of Gilbert provided an updated document that narrowed the scope of the Preservation, Acquisition, Restoration, and Conservation (PARC) District and asked for feedback on the proposal over the interim. Feedback will then be utilized in any future legislative efforts toward legislation authorizing the formation of said district.

The town of Quartzsite submitted **Policy Issue 3** for consideration at the June 27 meeting. At the meeting Councilmember Lynda Goldberg (Quartzsite) presented the request that the League of

Arizona Cities and Towns support legislative efforts for Arizona to ratify the Equal Rights Amendment.

By way of background Congress passed the ERA in 1972 prohibiting discrimination based upon sex with a deadline of 1979 for 38 states to ratify the amendment. By 1979 35 states had ratified the ERA. Short of the 38 states required, Congress extended the deadline for ratification to 1982 but none of the remaining states acted prior to the deadline. Since 1972 five states have attempted to rescind their votes to ratify the ERA but legal questions remain whether a state can rescind ratification. In the event Arizona were to pass the ERA there would be no effect on the proposed constitutional amendment unless the Congress elected to again extend the deadline for ratification.

During the June 27 meeting the committee discussed the proposal and approved a motion, by a vote of 4-2, that the League support legislative efforts for Arizona to ratify the ERA.

The table below summarizes the NSQL Committee's actions:

Policy Issue	Disposition by Committee
1 Short Term Rental Regulation	Resolution NSQL 1
2 Special District for Scientific & Cultural Facilities	Held for further study
3 Equal Rights Amendment	Resolution NSQL 2

Sandy Moriarty
Mayor of Sedona
Chair, Neighborhoods, Sustainability, and Quality of Life Policy Committee

NSQL 1

League of Arizona Cities & Towns Resolution

Amend statute to allow local regulation of investor-owned short-term home rentals.

A. Purpose and Effect of Resolution

Since the enactment of SB1350 in 2016, short-term rentals and vacation rentals have been operating in much the same manner as traditional lodging establishments (e.g. hotels, motels, bed and breakfasts), but without any of the same regulatory accountability. Short-term rentals and vacation rentals are indistinguishable in Arizona statutes from residential rental dwelling units of thirty (30) or more days. Accordingly, short-term rentals and vacation rentals are afforded the same exemptions (e.g. business license) as residential rental dwelling units even though the short-term rentals and vacation rentals are being operated like hotels.

Short-term and vacation rentals are having a substantial impact on the housing availability and affordability in parts of the state, particularly small communities. Sedona, a city of approximately 10,500 residents, has seen a significant portion of their available housing stock used as short-term rentals. Particularly, hedge fund investors have taken to buying many properties throughout the southwest United States for the sole purposes of renting those properties. Apart from limiting housing stock and affordability, these actions also impact the makeup of neighborhoods and the community. NSQL 1 proposes to 1) have League staff investigate opportunities for legislation in the 2020 Legislative session permitting cities and towns to address the proliferation of investor-owned short-term rentals; and 2) gather data on the abundance of short-term rentals throughout Arizona and seek opportunities to present that data to the Governor's Office and Legislature.

B. Relevance to Municipal Policy

Protecting the residential character of neighborhoods is a municipal responsibility and residents frequently communicate with our mayors and council members asking that they address these issues.

C. Fiscal Impact to Cities and Towns

There may be an administrative cost associated with regulating short-term rentals locally.

D. Fiscal Impact to the State

There may be an administrative cost to the state if regulation is pursued at the state-level.

E. Contact Information

Sponsor City/Town: Sedona

Name: Mayor Sandy Moriarty

Phone: (928) 204-7127

Email: smoriarty@sedonaaz.gov

League Staff: Nick Ponder

NSQL 2

League of Arizona Cities & Towns Resolution

Support legislation for Arizona to ratify the Equal Rights Amendment.

A. Purpose and Effect of Resolution

In 1921, one year after the ratification of the 19th Amendment to the U.S. Constitution guaranteeing women the right to vote, the National Woman's Party announced their intent to pursue an additional amendment to the constitution affording women the equal rights with men. While the movement received some attention at the time it did not ultimately receive the requisite votes in Congress until 1972.

Passing in 1972 the Equal Rights Amendment (ERA) to the U.S. Constitution contained the following language:

SECTION 1. Equality of rights under the law shall not be denied or abridged by the United States or by any State on account of sex.

SEC. 2. The Congress shall have the power to enforce, by appropriate legislation, the provisions of this article.

SEC. 3. This amendment shall take effect two years after the date of ratification.

Following its passage 35 states ratified the proposal prior to the 1979 deadline, three states short of the ¾ requirement - 38 states - for ratification. By the 1979 deadline five states (NE, TN, ID, KY, and SD) made efforts to rescind their ratification of the ERA, despite legal arguments that states cannot rescind their ratification. In 1979 Congress extended the deadline to 1982; however, the amendment failed to obtain any additional state's ratification. In recent years the ERA movement has been discussed in the 15 states who have not, at any point, ratified the ERA. In 2017 Nevada ratified the ERA followed by Illinois in 2018. In Arizona, at least eight cities and towns have adopted resolutions in 2019 encouraging the state to ratify the ERA and a resolution was introduced in the state legislature, SCR1006, proposing that Arizona ratify the ERA. If the Arizona legislature ratified the ERA there would be no effect unless Congress extended the prior deadline of 1982 for ratification and litigation retained the ratification of the five states who attempted to rescind their initial approval.

NSQL 2 proposes the League support legislative efforts for Arizona to ratify the Equal Rights Amendment to the U.S. Constitution.

B. Relevance to Municipal Policy

Ensuring equality for residents regardless of their gender.

C. Fiscal Impact to Cities and Towns

No fiscal impact to cities and towns.

D. Fiscal Impact to the State

No fiscal impact to the state.

E. Contact Information

Sponsoring City/Town: Quartzsite

Name: Councilmember Lynda Goldberg

Phone: (928) 927-4333

Email: Lynda.goldberg@quartzsiteaz.org

League Staff: Nick Ponder

Chair's Report of the Public Safety, Military Affairs, and the Courts Policy Committee

Mayor Jerry Weiers, Chair

Resolutions Committee Meeting, League Annual Conference

On **May 15, 2019**, the Public Safety, Military Affairs, and the Courts Policy Committee (PSMAC) convened to discuss one policy issue submitted for consideration.

1. Support legislation that would allow law enforcement agencies that have an officer, whom the agency has invested in by getting them through basic training, hired away within the officer's first three years to seek reimbursement from the hiring agency for the cost of getting the officer certified and ready for duty. **Kingman (Policy Issue 1)**

Below is a summary of the policy issue considered by PSMAC:

The city of Kingman submitted **Policy Issue 1**, which would allow a law enforcement agency to bill another law enforcement agency if the second agency hires an officer away from the original agency within the officer's first three years of service after the original agency paid to put the officer through basic training. The issue was raised during session by Kingman's Chief of Police Robert Devries who worked with a legislator to have a bill drafted that is a mirror of a law in Oregon. That legislation was not introduced to allow the League to hear the proposal in a policy committee during the interim before staking out a position. Under the proposal, if an officer is hired away in their first year of service, the hiring agency would pay 100% of the costs the original agency paid for tuition, equipment and salary to get the officer through basic and field training. The reimbursement would be reduced to 66% in the second year, 33% in the third year, and no longer apply in the fourth year and beyond.

During the discussion, some committee members indicated support for the measure based on feedback they had received from their city/town manager or chief of police. However, other committee members raised several concerns based on feedback/information they had received and indicated that they would not be able to support moving the proposal moving forward because of these concerns. The concerns included how the proposal would impact efforts to hire "the best" regardless of how many years of service the officer had with their original agency, the reaction that the police associations might have to the legislation, the impediment to an officer's personal and professional mobility that would be created under the proposal, and how the proposal could create tensions among cities or between cities and the counties and DPS. Mayor Weiers also discussed his experience at the state legislature and explained that during his tenure the state was losing officers to local government agencies because at that time the local agencies paid better. Other committee members also recommended using incentives to recruit and retain officers, as well as the possibility of requiring individual officers, through employment agreements, to commit to a certain number of years of service or be required to reimburse the agency that invested in their certification.

The committee voted to not move the proposal forward but authorized League staff to seek input from the police associations, the counties and DPS on what approaches might work and to collect

data on the problem to further assess how widespread the problem is and what agencies have been most affected.

Policy Issue	Disposition by Committee
1 Reimbursement for Public Safety Poaching	Held for further study

Jerry Weiers,
Mayor of Glendale
Chair, Public Safety, Military Affairs, and the Courts Policy Committee

Chair’s Report of the Transportation, Infrastructure and Public Works Policy Committee

Mayor Bob Rivera, Thatcher

Resolutions Committee Meeting, League Annual Conference

On **May 31, 2019**, the Transportation, Infrastructure and Public Works committee (TIPW) convened to discuss one policy issue submitted by Nogales. Below is a summary of the issue considered:

1. Nogales International Wastewater Issue. **Nogales (Policy Issue 1)**

Below is a summary of the committee discussion and recommendations:

John Kissinger, assistant city manager, Nogales, explained **Policy Issue 1** regarding cost sharing for the International Outfall Interceptor used to convey raw sewage from Nogales, Sonora to the Nogales International Wastewater Treatment Plant (NIWWTP) in Rio Rico, north of Nogales, Arizona. He explained the ongoing dispute with the federal government, specifically the United States International Boundary Water Commission (IBWC), that is requiring the city to pay approximately 23% of the operating costs for the of the plant and the IOI that is not commensurate with the cost to treat the city’s sewage flow into the system. Approximately 92% of the treated sewage flow originates in Mexico; IBWC bills a fixed charge that does not include the increased treatment costs to treat the sewage from Mexico, nor does it consider the average daily volume of sewage that originates from Nogales, Arizona. He also explained that repairs are necessary for the IOI, which has been breached on several occasions leading to raw sewage flowing into the Santa Cruz River. The city contends the costs to repair and maintain the system should be allocated based on usage.

The city is working with Arizona’s congressional delegation to propose legislation to address this issue and is requesting support from the League of the bill in Congress.

After discussion and questions, Councilmember Susan Clancy (Cave Creek) moved to approve the policy issue as a resolution to be considered at the annual conference. The motion was approved unanimously.

The table below summarizes the BFED Committee’s actions:

Policy Issue	Disposition by Committee
1 Nogales International Wastewater Issue	Resolution TIPW 1

Bob Rivera
Mayor of Thatcher
Chair, Transportation, Infrastructure and Public Works

TIPW 1

League of Arizona Cities & Towns Resolution

Support federal legislation enacting the Nogales Wastewater Fairness Act that will apportion the costs for the operation and maintenance of the Nogales International Wastewater Treatment Plant and the International Outfall Interceptor based on the average daily volume of wastewater originating from Nogales, Arizona and Nogales, Sonora.

A. Purpose and Effect of Resolution

A 1944 international treaty with Mexico established the International Outfall Interceptor (IOI) and the Nogales International Wastewater Treatment Plant (NIWTP) to convey and treat sewage from Nogales, Sonora, Mexico and Nogales, AZ, through the 9-mile IOI to the NIWTP in Rio Rico, AZ. Approximately 12-15 million gallons daily (mgd) of sewage is conveyed by the IOI, of which Nogales, Arizona contributes on average 8% or 1.7 mgd; the remaining 92% of sewage originates in Mexico. The introduction of metals, industrial waste, contaminants and flood water in Mexico has resulted in abnormal deterioration and breaches of the IOI and the flow of raw sewage and contaminants through Nogales, Arizona and into local rivers, watersheds, and the Santa Cruz River as far down as Tucson. The increasing number and severity of breaches of the IOI is serious and alarming, and the estimated cost to repair is \$30M to \$48M.

The United States International Boundary and Water Commission, charged with overseeing binational water, wastewater and flood control issues, manages the NIWTP and bills the cities of Nogales, AZ and Nogales, Sonora for the operations and maintenance of the NIWTP and IOI. Nogales, AZ is billed a fixed percentage of 23% of total operations and maintenance costs, which is not commensurate with the city's use of the infrastructure, and requires the taxpayers of Nogales, AZ to pay to maintain the capacity and O&M for the infrastructure that is used by Nogales, Sonora. Legislation introduced by Senators Martha McSally and Kyrsten Sinema, *S. 1783 Nogales Wastewater Fairness Act*, will require the operations and maintenance costs billed to Nogales, AZ for the NIWTP and IOI be based on the average daily volume of wastewater originating from the city, rather than a fixed rate.

B. Relevance to Municipal Policy

Without legislation addressing the allocation of O&M costs, Nogales, AZ will continue to pay for and maintain capacity city residents are not using, on behalf of Nogales, Sonora.

C. Fiscal Impact to Cities and Towns

If the Nogales Wastewater Fairness Act is enacted, Nogales, AZ would only be required to pay for the O&M on the treatment plant and IOI that is commensurate with the cost to treat the city's sewage flow into the system, resulting in reduced costs for the city.

D. Fiscal Impact to the State

There is no fiscal impact to the state General Fund.

E. Contact Information

Sponsoring City or Town: Nogales

Name: John Kissinger, assistant city manager

Phone: 520-287-6571

Email: jkissinger@nogalesaz.gov

League Staff: Tom Savage

League of Arizona Cities & Towns Resolution

Support appropriations for the Heritage Fund.

A. Purpose and Effect of Resolution

The Arizona State Parks (ASP) Heritage Fund was created by voter initiative in 1990, passing with an almost two-to-one vote. A portion of Lottery proceeds went to projects around Arizona. Unfortunately, state budget cuts during the recession eliminated the Fund and the appropriations. During the 2019 legislative session Senate Bill 1241 passed, restoring the Fund in statute, but without any appropriation. This Resolution seeks direct appropriations made to the Fund.

B. Relevance to Municipal Policy

The combined total of Arizona State Parks Heritage Fund grants and matching funds between 1991 and 2008 totaled \$86,707,396. Grants included Local, Regional, and State Parks Grants; Historic Preservation Grants; and Trails Grants, all administered by Arizona State Parks & Trails. Arizona's local, regional, and state parks and recreation facilities are economic development generators that encourage the spending of tourist dollars and the attraction of businesses, thereby improving quality of life, strengthening community cohesion, and increasing property values. Historic preservation initiatives in our rural and urban areas promote economic development by creating jobs, revitalizing historic areas, increasing property values, and promoting heritage tourism. The ASP Heritage Fund enabled important projects in every county and legislative district in Arizona. Fifty-six percent of all grants went to communities outside of the Phoenix, Tucson, and Flagstaff metropolitan areas.

C. Fiscal Impact to Cities and Towns

There is expected to be a positive gain to municipalities. (See B.)

D. Fiscal Impact to the State

Initially the state would have to invest with an appropriation. However, the return on that investment will more than pay for itself. Nationally, historic preservation programs and incentives have quantifiably proven the catalytic nature of historic preservation investment - an average of \$26.43 in private reinvestment for every dollar spent on historic preservation projects and \$3 of tax revenue created for every \$1 of tax credit awarded.

Arizona state and local parks and trails bring tourist dollars, private investment and tax revenue to their respective areas and the state.

In 2007, the last full year the ASP Heritage Fund existed, the Fund created 224 jobs, \$3,341,954 in tax revenue, and had a \$26,099,170 economic impact.

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Agenda Item Submission Form – Section I

Meeting Date: August 7, 2019

- Consent Agenda* *Decision Agenda* *Executive Session Requested*
 Presentation Only *Action/Presentation*

Requesting Department: Town Manager

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration, and possible direction to the Manager to prepare and submit the 2019 Election Ballot for three (3) members from candidates around the state to serve on the Board of Trustees for the Arizona Municipal Risk Retention Pool.

List Attached Documents: AMRRP Nomination Packet

Estimated Presentation Time: 3 minutes

Estimated Discussion Time: 3-5 Minutes

Reviews Completed by:

- Department Head:** Russ Martin **Town Attorney Comments:** N/A
 Finance Department N/A

Background Information: As terms expire and/or members leave, the Arizona Municipal Risk Retention Pool holds an election to select members to serve on the Board of Trustees. The three nominees receiving the highest number of votes will serve a four-year term.

Recommended Action (Motion): Direct the Town Manager to complete the ballot form with the 3 candidates as determined by Council and to submit the form to the Arizona Municipal Risk Retention Pool no later than the deadline of August 16th, 2019.

Instructions to the Clerk: N/A

COMPLETE

Page 1

Q1 Member Candidate Information

Name: **Jim Ferguson**
Title: **Town Manager**
City or Town of: **Town of Quartzsite**

Q2 Why are you interested in serving on the Board and what would you like to accomplish as a Trustee?

In my observations over the past twenty years, I have been extremely impressed with the performance of the Arizona Municipal Risk Retention Pool. The proactive approach to minimizing the Risk of Liability for its members has saved millions of dollars. I would like to serve on the Board to ensure that the Pool continues with that approach while keeping up with changing trends.

Q3 What are your qualifications for serving on the Board?

As a City and Town Manager in Arizona I have had the opportunity to participate with the Pool and review its progress through the annual reports. I have attended numerous annual meetings and kept up with the changes to the programs and 'Policies'. I have also had experience with a similar program in Utah where I served as President of the Utah Local Government Trust Board. The Trust served over 200 Cities and Towns as well as over 300 Districts. I have over 40 years experience in Local Government at the Executive level and have served on numerous Boards that deal with Insurance of all types as well as other Boards related to virtually every area of municipal services. I believe this experience provides me with a background that supports the AMMRP goals.

Q4 If you previously served AMRRP on the Board or a Committee, please describe your service.

I have not had the opportunity to serve on either at this time.

COMPLETE

Page 1

Q1 Member Candidate Information

Name: **Krista Toschlog, SPHR, SHRM-SCP**
T t e: **Human Resources Administrator**
C ty or Town of: **Kingman**

Q2 Why are you interested in serving on the Board and what would you like to accomplish as a Trustee?

As a human resource/r sk management profess ona , serv ng on the AMRRP Board as a Trustee wou d afford me the opportun ty to share my exper ence and contr bute to the ongo ng efforts of the Poo to our members. My des re to serve as a Trustee w th AMRRP s rooted n my comm tment to mprove the f sca we be ng and stab ty through m n m z ng osses for the C t es and Towns that we represent. If e ected, I w work w th Southwest R sk, the Board and our members to accomp sh ex st ng strateg c goa s and deve op new ones. As a new Trustee, I wou d be very nterested n serv ng and contr but ng to comm ttees. Thank you for your cons derat on.

Q3 What are your qualifications for serving on the Board?

My work exper ence s progress ve n the HR/R sk Management area, hav ng served n the pub c sector s nce 2005. I have exper ence w th OSHA comp ance, tra n ng n oss contro , work comp and P&C c a ms, and have contr buted to the preparat on of the C ty of K ngman s commerc a nsurance renewa . Add tona y, I have he d pos tions n account ng / f nance and am we rved n th s area. As a member, I have attended meet ngs, nc ud ng the Retreat and Board Meet ng and Annua Member s Meet ng.

I have prev ous board exper ence n eadersh p ro es, serv ng as the Pres dent, SHRM Foundat on D rector, and var ous cha rs of our oca SHRM chapter. As Cert f cat on Cha r, I ed mu t p e tve-week SHRM cert f cat on study groups for our members to prepare for the r cert f cat on exam. I rece ved recogn t on from my peers as the Ar zona State SHRM Vo unteer of the Year n 2017. I ho d a Bache or of Sc ence, Bus ness-Human Resources Management degree, and obta ned my cert f cat ons both as SPHR and SHRM-SCP. I have rece ved cert f cat on through ADOSH, w th the OSHA 30-Hour Construct on card and attended eadersh p conferences through SHRM – Vo unteer Leadersh p n Wash ngton, DC (2 years), and the Un vers ty of Ar zona s Southwest Leadersh p Academy. I have served as cha rperson of our Safety Comm ttee, and other nterna comm ttees nc ud ng our Traff c Safety Comm ttee and Hea th & We ness Comm ttee.

Q4 If you previously served AMRRP on the Board or a Committee, please describe your service. **Respondent skipped this question**

COMPLETE

Page 1

Q1 Member Candidate Information

Name: **Scott Barber**
Title: **HR Director**
City or Town of: **Town of Florence**

Q2 Why are you interested in serving on the Board and what would you like to accomplish as a Trustee?

Desire to serve the interests of my community and the other AMRRP members as an active and engaged Board member. Want to help the Pool continue to be responsive to the needs of our members and relevant in today's competitive and changing environment.

Q3 What are your qualifications for serving on the Board?

Extensive municipal HR and risk management experience; prior Board service.

Q4 If you previously served AMRRP on the Board or a Committee, please describe your service.

Prior Board service; Board President 2013-16

COMPLETE

Page 1

Q1 Member Candidate Information

Name: **Starla Anderson**
Title: **Finance Deputy Director**
City or Town of: **Marana**

Q2 Why are you interested in serving on the Board and what would you like to accomplish as a Trustee?

I am interested in helping to ensure the Arizona cities and towns participating in the risk retention pools are receiving the most affordable and appropriate services for the coverage and risk management needs. I would also like to have an ear and a voice for the Town of Marana.

Q3 What are your qualifications for serving on the Board?

I have worked in Municipal Government for the past 14 years in the area of Finance. My 5 years of service with the Town of Marana as the Finance Deputy Director has allowed direct experience with claims management and insurance requirements. I have also obtained the following degrees: Bachelor of Science in Business Administration and a Master of Business Administration.

Q4 If you previously served AMRRP on the Board or a Committee, please describe your service. **Respondent skipped this question**

COMPLETE

Page 1

Q1 Member Candidate Information

Name: **Doug Sandstrom**
Title: **Finance Director**
City or Town of: **Goodyear**

Q2 Why are you interested in serving on the Board and what would you like to accomplish as a Trustee?

I am interested in serving on the board to increase my role as a champion of the AMRRP. I have served various roles in five different municipalities across the state over the last 21 years and have always appreciated what the Pool offers to its members. I would like to ensure that the pool continues to be financially stable while also adapting and changing to the needs and desires of its very diverse membership base.

Q3 What are your qualifications for serving on the Board?

I have worked with the AMRRP over the last 21 years while employed with the cities of Gila Bend, Surprise, Show Low, Casa Grande and Goodyear. The diversity of the organizations I have served is reflective of the membership of the AMRRP and I have experienced first hand the varied needs of small rural communities as well as fast growing metropolitan communities. I have experience working directly with the Pool on both the worker's comp and liability issues.

I have served as an assistant city manager, finance director, administrative services director and various budget and financial analyst roles throughout my career. I have a Master's of Public Administration from the University of Wisconsin - Milwaukee.

Q4 If you previously served AMRRP on the Board or a Committee, please describe your service.

I am currently a member of the AMRRP Finance Committee.

COMPLETE

Page 1

Q1 Member Candidate Information

Name: **Bruce Gardner**
Title: **Assistant Town Manager**
City or Town of: **Queen Creek**

Q2 Why are you interested in serving on the Board and what would you like to accomplish as a Trustee?

I have strived to control the Town's worker's compensation costs, facilitate the Town's safety committee, and successfully manage loss for the Town's property and casualty risks. Any success that the Town has received could not have been achieved without the assistance of AMRRP. As a result of AMRRP's assistance, the Town has enjoyed minimal financial impacts in a three of these areas for several years. Additionally, I have participated a number of times on behalf of the Arizona League of Cities and Towns to maximize human resource programs. As a result, I would like to serve on the AMRRP Board as a Trustee to give back to the organization for which the Town has participated in many years, and to learn from my colleagues. If selected, I would like to continue the great momentum that the current Board has developed in relation to financial stability, customer service, and responsiveness to the needs of the participating organizations.

Q3 What are your qualifications for serving on the Board?

I have worked for the Town of Queen Creek since 2007, originally hired as the Town's Human Resources Director. In June 2015, I was promoted to Assistant Town Manager where I still manage the Human Resources, Information Technology, and Risk Management Divisions and am assigned a leadership role over Economic Development, Development Services, and Public Works. I am a Senior Certified Professional by the International Public Management Association for Human Resources (IPMA-HR) and have served IPMA-HR in several capacities, including most recently as an IPMA-HR Board member. I also currently serve on the Town's Employee Benefit Trust Board. Each of these positions and opportunities have uniquely qualified me to serve on the AMRRP Board. I also possess a Bachelor's in Business Management and a Master's in Public Administration from Arizona State University.

Q4 If you previously served AMRRP on the Board or a Committee, please describe your service.

I have yet to serve on the Board.

COMPLETE

Page 1

Q1 Member Candidate Information

Name: **Daniel J. Brown**
Title: **Chief of Police**
City or Town of: **Winslow**

Q2 Why are you interested in serving on the Board and what would you like to accomplish as a Trustee?

I am interested in bringing an added public safety perspective to AMRRP. As an employee of a rural, northeastern Arizona city, I believe I can assist with an objective, fair, and professional viewpoint of issues in rural Arizona.

Q3 What are your qualifications for serving on the Board?

I currently serve as the Chief of Police for Winslow PD (2 years), and was the previous Chief of Police for St. Johns PD (3 years). I have over 20 years of LE experience, and am pursuing a Ph.D. in Criminal Justice Leadership. I hold a Master of Public Administration from NAU, and a BS in Education, also from NAU. I currently serve as the 2nd Vice President for the Arizona Association of Chiefs of Police, and am the Vice Chairman for the newly formed Arizona Law Enforcement Accreditation Program. I am a past president of the Northeast Arizona Police Association, representing police chiefs and sheriffs in Apache and Navajo counties. I am a graduate of the FBI National Academy, Session 267. I also have a desire to be a change agent in my profession.

Q4 If you previously served AMRRP on the Board or a Committee, please describe your service.

N/A

COMPLETE

Page 1

Q1 Member Candidate Information

Name: Terry Hinton
Title: Town Manager
City or Town of: Town of Eagar

Q2 Why are you interested in serving on the Board and what would you like to accomplish as a Trustee?

I would like to continue the successful operation of the pool. Through good management the pool has been very successful and I would like to continue on that success story.

Q3 What are your qualifications for serving on the Board?

I have been in Town management for a most 30 years where I have served as the finance director. I have been very successful in budgeting and financial operations. I would like to put my experience to good use maintaining the success and direction of the pool.

Q4 If you previously served AMRRP on the Board or a Committee, please describe your service.

I have served on the finance committee and a brief period on the AMRRP Board.
