



Support your local merchants

**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, APRIL 17, 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 Work Session – March 27, 2019

2) Regular Session – April 3, 2019

b) Set Next Meeting, Date and Time:

1) Wednesday, April 24, 2019 at 6:30 p.m. – Council Hears P&Z Matters

2) Wednesday, May 1, 2019 at 6:30 p.m. – Regular Session

3) Wednesday, May 8, 2019 at 5:30 p.m. – Special “Budget” Work Session

4) Wednesday, May 15, 2019 at 6:30 p.m. – Regular Session

c) Approval of an Agreement (3 years initially with an option for an additional 3 years) with Carrie A. Montavon, P.L.L.C., Attorney at Law for prosecutorial services.

5. Special Announcements and presentations.

5.1. National Telecommunicators’ Week (April 14th to the 20th) Proclamation

5.2. Camp Verde’s Arbor/Earth Day Celebration 2019 (April 13th) Proclamation.

5.3. 2019 Firewise efforts and New Fire Mitigation Protocol Arizona Public Service (APS) will follow going into Fire Season. [Presenter: APS NW Division Manager Mackenzie Rodgers]

5.4. A presentation by Verde Disconnect group. [Presenter: Diane Scantlebury]

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

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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))

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7. Business. Legal action can be taken.

7.1. Discussion, consideration and possible approval of contract with Paul Schlegel for Presiding Town Magistrate Services for the Town of Camp Verde, Arizona. [Staff Resource: Judge Paul Schlegel]

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7.2. Discussion, consideration and possible authorization for the Wastewater Division to purchase a 2000-gallon water truck to better utilize our larger vacuum/jetter truck by keeping it in the field instead of returning to the nearest fill hydrant or wastewater plant to refill every 1000 gallons. [Staff Resource: Jerry Tinagero]

65

7.3. Discussion, consideration and possible approval of updated “Town of Camp Verde Citizen Complaint Form” and new document, “Town of Camp Verde Complaint Form Instructions”. [Staff Resource: Russ Martin]

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7.4. Discussion, consideration/update and possible direction to staff relative to proposed legislation by the 54th State Legislature. [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.

10.1. Update on Verde Lakes road closures and long-term solutions.

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 WORK SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, MARCH 27, 2019 at 5:30 P.M.

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

1. Call to Order

Mayor German called the meeting to order at 5:30 p.m.

2. Roll Call

Mayor Charles German, Vice Mayor Dee Jenkins, Councilor Robin Whatley, Councilor Jessie Murdock, Councilor Joe Butner, Councilor Bill LeBeau and Councilor Buck Buchanan are present.

Also Present

Town Manager Russ Martin, Town Clerk Judy Morgan, Recording Secretary Jennifer Reed, and Finance Director Michael Showers.

3. Pledge of Allegiance

Mayor German led the Pledge

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

4.1. Discussion of Hours of Operation for Town Hall.

Town Manager Russ Martin stated the current hours of operation are Monday through Thursday 7am-6pm, and Friday's 7am-11am. Mr. Martin went through the history of the office hours and the reasons they have changed over time. They had considered closing the office on Fridays but also know it is convenient to be open on Friday's for contractors.

Councilor Whatley spoke on setting office hours as part of the Town Manager's responsibility when managing the staff. She asked Mr. Martin what he recommended. Mr. Martin said that after talking with staff, he recommends leaving the hours the way they are.

Mayor German stated that he has had opportunity to talk with staff and contractors are happy with the hours that are set now.

Councilor LeBeau stated that staff serves the public and should be available when the public needs the Town's services. His personal opinion is that it is a good compromise to have a half day on Friday.

Councilor Butner is concerned about the court's hours on Friday. He said people may need Orders of Protection on Friday's. The court's current hours of operation are Monday through Thursday 7am-5pm and 7am-11pm on Friday's. Councilor Butner feels the court should have conventional hours of Monday through Friday, 8am-5pm.

Councilor Whatley said that orders of protection could be needed any time 24/7. Mr. Martin added that if someone came in on a Friday they could be assisted through the Marshal's office. Mr. Martin explained a sign could go on the door redirecting them to the Marshal's Office.

Mayor German said that when circumstances (with hours of operation) change Mr. Martin could bring to Council his recommendation.

Mayor German clarified that signage will be added on the Court's door directing the public during off hours to the proper location for assistance.

4.2. Town Manager's Annual Goals, Review. [Staff Resource: Russ Martin]

Town Manager Russ Martin reviewed the goals that were created. He had not received any corrections or updates to the goals, from Council prior to the meeting.

1. Completion of Phase I of the Camp Verde Sports Complex as well as continued progress made on Water Company Purchase, Rodeo Grounds, Flooding Issues.

2. Complete transition of major events (CornFest, Ft. Verde Days, and Spring Heritage/Wine and Pecan Festival) to the Town Parks and Recreation Division responsibility by June 1.

Mr. Martin pointed out that Parks and Recreation has already accomplished this.

3. Complete standardizing HR Department with completion of revised policy by September 1 including operational changes to ensure proper checks and balances are in place for Independent HR services by separating the Town Manager's office from the HR office and development of the HR Specialist role to HR Director role.

Mr. Martin spoke this goal having timeframe and location challenges, as well as the budget process, which this goal is dependent on for realization. In order to change the current position of HR Specialist to H.R. Director it requires open recruitment.

He is looking at various locations that could be a good fit, with security as a key consideration. He is also working with Dave Russell to come up with a satisfactory location since, he is knowledgeable on what must be done to bring a space up to an acceptable working space. Councilors talked about other options to consider.

Mayor German suggested using the Public Works Conference room as an office and moving the conference room to the back side of the gym.

4. Modernize Town Services through presenting opportunities and projects that will increase transparency and citizen usability of services in person and digitally.

5. Develop final design and funding mechanism for sewer along Highway 260.

6. Continue to follow and implement Focus Future II and rollout stronger recruitment efforts through the marketing plan for business support and recruitment efforts.

7. Pursue your Town Manager Credentialing.

8. Financial Reports.

Financial Director Mike Showers reviewed the monthly financial reports he created, on Councilors' request. He said the detail report is easier to read and gives a clearer picture. Vice Mayor Jenkins would like to have a copy of the detailed report Mr.

Showers referred to rather than just the summary. Councilor Butner is happy with this report. He appreciates the report and it is exactly what he was looking for. Vice Mayor Jenkins stated this is a place to start. She didn't want him to put a lot of time into creating it. Mr. Martin stated they are looking for feedback. Mr. Showers will email the report out to all Council.

Mr. Martin requested of Council to start talking about next year's goals in July.

Mr. Martin doesn't expect to have an April review but expects to talk about goals at the quarterly review in July.

Mr. Martin stated these goals will be on next week's (April 3rd) consent agenda.

5. Adjournment

Mayor German adjourned the meeting at 6:24 p.m.

Attest:

Mayor Charles German

Town Clerk Judy Morgan, CMC

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 March 27, 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
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, APRIL 3, 2019 at 6:30 P.M.

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

1. Call to Order

Mayor German called the meeting to order at 6:32 p.m.

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

Also Present.

Town Clerk Judy Morgan was present.

3. Pledge of Allegiance

Mayor German led the Pledge of Allegiance.

Mayor German took a Point of Personal Privilege to let the public know that Council will not be taking public input on Item 5.5 Verde Connect project – presentation by Preserve the Middle Verde group. This is only a presentation and there will be an opportunity at a later time to hear from the public. Council is adhering to a strict presentation process.

A member of the audience asked why prayer is not done at the meeting. The Mayor responded the meetings are non-sectarian.

- 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) Joint Work Session – March 13, 2019
- 2) Regular Session – March 20, 2019

b) Set Next Meeting, Date and Time:

- 1) Tuesday, April 9, 2019 at 5:30 p.m. – Special (Budget) Work Session
- 2) Wednesday, April 10, 2019 at 5:30 p.m. – Special (Budget) Work Session
- 3) Wednesday, April 17, 2019 at 6:30 p.m. – Regular Session
- 4) Wednesday, April 24, 2019 at 6:30 p.m. – Council Hears P&Z Matters
- 5) Wednesday, May 1, 2019 at 6:30 p.m. – Regular Session

- c) Adoption of Ordinance 2019-A444, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending Town Code Section 2-1-3 Assumption of Office.** [Staff Resource: Judy Morgan]

- d) Approval of the Town Manager’s annual goals.** [Staff Resource: Russ Martin]

e) Hours of Operation Resolution 2019-1018, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operation, superseding Resolution 2018-995.

Vice Mayor Jenkins asked to make a modification to the wording on the 3/13/2019 minutes: 5.2 paragraph 4 – "... but recently had a situation that concerned her when a department head indicated by responding to VM Jenkins' request that that would be violating open meeting law. She asked the Town Clerk to clarify". There was no objection to this request.

Vice Mayor Jenkins made a motion to approve the consent agenda including 3/13/2019 Work Session Minutes, as amended. The motion was seconded by Councilor Buchanan and approved by a unanimous vote; Council members Buchanan, Butner, LeBeau, Whatley, Vice Mayor Jenkins and Mayor German voting in favor.

5. Special Announcements and presentations.

5.1. First Quarter 2019 Report (January – March) from the Planning and Zoning Commission. [Staff Resource: Carmen Howard]

No questions were received. Mayor German moved to approve the First Quarter 2019 Planning and Zoning Commission Report, as presented. Seconded by Vice Mayor Jenkins and approved unanimously; Council members Buchanan, Butner, LeBeau, Whatley, Vice Mayor Jenkins and Mayor German voting in favor.

5.2. First Quarter 2019 Report (January – March) from Board of Adjustments and Appeals. [Staff Resource: Carmen Howard]

No questions were received. Mayor German moved to approve the First Quarter 2019 Board of Adjustment and Appeals Report, as presented. Seconded by Councilor Whatley and approved unanimously; Council members Buchanan, Butner, LeBeau, Whatley, Vice Mayor Jenkins and Mayor German voting in favor.

5.3. Fair Housing Month Proclamation

Mayor read the proclamation and so proclaimed it.

5.4. Designation of April 21, 2019 as Power Talk 21[®] Day Proclamation.

Mayor read the proclamation and so proclaimed it.

5.5. Verde Connect project – presentation by Preserve the Middle Verde group - Eric Eberhard

Mr. Eberhard explained he had 4 sections of a written report and he would present the highlights, rather than reading it all. Written report is included with minutes.

Section I: Mr. Eberhard spoke on the number of followers the group has on Facebook; alternate routes in the area, and travel times from various locations around town, with Middle Verde being better than most. He stated a helicopter is currently needed for critical care needs in Town.

Section II: County estimates were done during construction of highway 260; how the 260 highway bypass of Main Street changed the economics of the downtown Camp Verde area, making Cottonwood more appealing for businesses.

Section III: Stated costs for Verde Connect solutions were not realistic and without consideration of sensitive artifacts/remains in the area.

Section IV: Spoke on cost and benefit; different road standards dependent on type of road and area; storm-water drainage and damage to ditches; town maintenance of area and new road being burdensome with increased liability for the town; reduction of emergency response time due to increased traffic; Yavapai Apache Nation (YAN) not wanting their land bypassed and economic impact to their goals and plans for their landholdings; other options for Highway 179 and Cornville Road traffic.

Mayor German thanked Mr. Eberhard for providing his presentation in a written format for ease of reference. He would like Council to hear from the YAN Tribe regarding their thoughts on this issue. He wants an open discussion in the future.

Mr. Eberhard spoke on the YAN's goal making and moving toward it, but didn't feel Camp Verde Council does that.

Mayor German explained the 3 documents the Town Council follows: Focus Future, General Plan and Verde River Master Plan.

Break: 7:12 p.m.

Resumed: 7:17 p.m.

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

Charlotte Salsman spoke against the Town's acquisition of the Camp Verde Water Company and stated she would not vote for Council and would want the Town Manager fired if they moved forward with the purchase. She spoke on the cost to repair the water system (lines).

Mayor German responded that there was a vote in 1995 by the constituents of Camp Verde approving the purchase of utilities for the future of the Town.

7. Business. Legal action can be taken.

7.1. Discussion whether to resubmit for the ADOT's Adopt-a-Highway litter removal program or release the Town's mile-of-road commitment.

Mayor German spoke for Councilor Murdock regarding this commitment and her understanding they are all too busy to continue this program. She is fine with it going back in the system for another group to adopt. Councilor Butner agreed he is not opposed to letting it go back, and suggested they look at coming up with a plan to clean up Camp Verde. Mayor German spoke on each Council Member considering ways they can contribute in this effort, including their properties and neighborhoods.

Mayor German made a motion to not resubmit, returning their mile-of-road commitment back to ADOT for their Adopt a Highway litter removal program, seconded by Councilor Butner. It was approved unanimously; Council members Buchanan, Butner, LeBeau, Whatley, Vice Mayor Jenkins and Mayor German voting in favor.

7.2. Discussion, consideration/update and possible direction to staff relative to proposed legislation by the 54th State Legislature. [Staff Resource: Russ Martin]

Mayor German explained the Council gets the legislative updates from the League of Cities and Towns. Yavapai County Board of Supervisors selected Steve Pierce to replace David Stringer, who recently resigned from the Arizona House of Representative seat. There was no Council discussion or questions.

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

and turn in to the Clerk.)

None.

9. Council Informational Reports.

Councilor Butner attended a meeting with Mr. Eberhard and the YAN regarding the Verde Connect project, explaining they have a plan and are not in favor of bypassing with the Verde Connect. He suggested the two Councils (CV and YAN) need a joint work session together to discuss Economic Development, Water issues and Commercial Development on Highway 260. He participated in the Welcome Home Vietnam Veterans Motorcycle ride and spoke in support of this appreciation for Vietnam Veterans.

Councilor LeBeau attended the Vietnam Veterans Remembrance Day and felt it was nicely done. The Fort Verde State Parks Staff did a great job.

Councilor Whatley spoke on attending the Archaeology Center meeting and monies they are obtaining to open their doors as early as Fall 2021.

Mayor German attended the Jackpot Ranch event over the weekend.

10. Manager/Staff Report

Town Manager Martin was out sick; therefore, this item was skipped.

10.1. Update on Verde Lakes road closures and long-term solutions.

10.1 will be placed on a future agenda.

11. Adjournment

Mayor German adjourned the meeting at 7:35 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 April 3, 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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Agenda Item 4.c.



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: April 17, 2019

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

Requesting Department: Risk Management

Staff Resource/Contact Person: Carol Brown

Agenda Title (be exact):

Possible approval of an Agreement (3 years initially with an option for an additional 3 years) with Carrie A. Montavon (Kelly), P.L.L.C. Attorney at Law for prosecutorial services.

List Attached Documents: Agreement

Power Point Presentation: No

Estimated Presentation Time: 1 minute

Estimated Discussion Time: None - Consent Agenda

Finance Review: Budgeted Unbudgeted N/A – Account 01-160-20-712000
An amount of \$77,160 is tentatively budgeted in FY 19/20 for the proposed Agreement.

Purpose and Background Information:

Carrie A. Montavon has provided the Town with prosecutorial services for a number of years. Ms. Montavon offered to continue the Agreement for another 3 years, with an option to extend the Agreement for an additional three (3) years. The extension would be upon approval of both parties under the attached terms and conditions.

If you approve the new Agreement, staff would appropriate \$77,160 in Risk Management's FY19/20 Budget for Ms. Montavon's prosecutorial services. Additionally, staff will need to appropriate an expense for the duration of the Agreement (annually) to reflect the Social Security Administration's annual cost of living adjustment (increase or decrease) for the period preceding the Agreement's anniversary date, which shall be the effective date for any cost of living adjustment.

The Financial Operations Guide, rev. December 5, 2012, under Procurement, Exceptions, Item F-3 state "The provisions of the Town Code shall not apply to professional or technical services" [including, but not limited to, physicians, attorneys and engineers]. Therefore, a competitive bid process is unnecessary.

Attorney Review: The Town Attorney has reviewed/approved the proposed Agreement attached herein.

Please note:

1. Due to Ms. Kelly's time-management skills she has never invoiced the Town for any extraordinary cost (Reference: Agreement, Section II - Compensation) relative to cases that exceed 14 hours.
2. The Town has never received any complaints relative to the agreed upon prosecutorial services performed.

Recommendation (Suggested Motion):

Approve an Agreement (3 years initially with an option for an additional 3 years) with Carrie A. Montavon, P.L.L.C. Attorney at Law for prosecutorial services.

Instructions to Clerk: Obtain signatures and advise Risk Manager of the fully executed Agreement.

Town of Camp Verde

Consultant Agreement

For
Town Prosecution Services
Between the
Town of Camp Verde
Camp Verde, Arizona
And
Carrie A. Montavon P.L.L.C., Attorney at Law

This INDEPENDENT CONSULTANT AGREEMENT ("Agreement") is by and between Carrie A. Montavon, P.L.L.C., with a business address of P.O. Box 10461, Prescott, AZ, 86304, an Attorney at Law ("Consultant") and the Town of Camp Verde, a municipal corporation ("Town") and is awarded pursuant to Project #19-132.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent Consultant and not an employee of the Town for all purposes, including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code (and any other Arizona income tax laws), the State of Arizona workers' compensation laws and unemployment insurance laws and any of the Town's benefit plans for the Town's employees. Consultant agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform any work performed for the Town. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town. The Town will not be liable for any obligation incurred by the Consultant, including, but not limited to, unpaid minimum wages and/or overtime premiums. This Agreement shall not be construed to authorize the Consultant to act as an agent for the TOWN in any manner.

The parties further agree and acknowledge that the Town is engaging Consultant as an independent Consultant to provide services to the Town under the terms of this Agreement and that the Town shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

The Town shall not withhold from sums becoming payable to the Consultant under this Agreement any amounts for federal, state or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Town shall report all payments to Consultant on Internal Revenue Service Form 1099. The Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Town for any tax liability, interest, and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

In performance of services hereunder, Consultant shall determine his/her necessary hours of work. Consultant shall provide whatever employees, tools, equipment, vehicles, and supplies Consultant may determine to be necessary in performance of services hereunder.

Section I. Period of Service

The term of this Agreement shall commence the 1st day of July 2019 with the approval of the Town Council, and continue until the 30 day of June, 2022 unless terminated sooner by either party, pursuant to Section IV below. This agreement may be extended for three (3) additional years upon approval of both parties under the same terms and conditions.

Section II. Compensation

Consultant shall provide Prosecutorial Consultant Services. The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed.

The rates Consultant will be paid as consideration for performance of prosecutorial services on a monthly basis through a flat fee system. From July 1, 2019 through June 30, 2020 Consultant shall be paid Six thousand, four hundred, twenty nine dollars and ninety-five cents (\$6,429.95) per month (in a total amount of \$77,159.46 for the first year) in professional fees and costs. No further payment will be made for routine facsimile, telephone, postage, copy, or travel costs. Extraordinary costs shall be submitted for prior approval and reimbursement to Consultant through the Town Attorney if any one particular case requires over 14 hours of attorney/paralegal work. If approval of such work is granted, the Town will compensate Consultant at One-hundred dollars (\$100) an hour for attorney time and Fifty dollars (\$50) an hour for paralegal time for each hour billed in excess of 14 hours on that case.

Compensation in the second and subsequent years shall be adjusted annually based on the increase or decrease in the Social Security Administration's annual cost of living adjustment for the period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment.

Section III. Billing

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as outlined in Exhibit "A". The Town shall pay Consultant, monthly, based upon work performed, completion to date and submission of invoices pursuant to Section II. Invoices should be mailed to the following address:

Town of Camp Verde
Finance Department
395 S. Main Street
Camp Verde, AZ 86322

Section IV. Termination

The Town or the Consultant reserves the right to cancel the whole or part of this Agreement with or without cause and for any reason or no reason by giving 60 days written notice to the Consultant.

However, in the event that this Agreement is terminated the Town shall pay Consultant in full for all services already rendered pursuant to Section II, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

Section V. Successors and Assigns

Neither this Agreement, nor any obligation of Consultant hereunder, shall be assigned in whole or in part by Consultant without the prior written consent of the Town Manager.

Section VI. Waiver and Severability

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

Section VII. Whole Agreement

This Agreement, represent the parties' whole Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

Section VIII. Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Section IX. Insurance Requirements

The Consultant agrees to procure and maintain, at Consultant's sole expense, and to provide the following:

1. Certificate of Insurance for a Commercial General Liability Insurance Policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the consulting services as provided herein.
2. Certificate of Insurance for a Professional Liability Insurance Policy for Consultant (and its employees and agents, if any) for errors and omissions, and negligent acts related to the rendering of such professional services with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Coverage shall include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with or precede commencement of services by Consultant under this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.
3. Certificate of Insurance showing workers' compensation coverage. Coverage includes Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000. **Exception:** sign a waiver provided by the Town relative to being a sole proprietorship without any employees.
4. Consultant is not driving on behalf of the Town, only commuting to Town facilities therefore, the Commercial automobile liability insurance for any owned, hired or non-owned autos is waived.
5. The Consultant shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.
6. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
7. The Consultant's coverage shall provide at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.
8. Consultant shall furnish any original Certificates of Insurance (and corresponding endorsement) simultaneously with the execution of this Agreement evidencing the required coverage to be in force on the date of this Agreement and any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Agreement) to the Town of Camp Verde. The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met. Failure of Consultant to obtain Certificates or other insurance evidence from other Consultants shall not be deemed a waiver by the Town of Camp Verde. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

9. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.

Section X. Indemnity

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. 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 contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Consultant agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the Town of Camp Verde.

Section XI. Compliance with Federal and State Laws

The Consultant understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the Town that the Consultant and each of its SubConsultants ("SubConsultants") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of the Agreement and shall subject the Consultant to penalties up to and including terminations of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Consultant or SubConsultant's employee who works on this Agreement to ensure that the Consultant or any SubConsultant is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of the SubConsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither the Consultant nor any of the SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or SubConsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

This Agreement is subject to termination pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this the 17th day of April, 2019.

APPROVED AS TO FORM:



Bill Sims, Town Attorney

Town of Camp Verde:

By: _____
Charles German, Mayor

Consultant:

By: _____
Carrie A. Montavon, P.L.L.C.
Town Prosecutor

Date: _____

ATTEST:

The Mayor and Council approved this agreement for execution at the regular session of _____

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Consultant on by _____

Exhibit A Scope of Services

I

CONSULTANT shall provide those services set forth herein and under the following terms and conditions included herein.

II

The conduct and control of work under this Agreement lies solely with CONSULTANT, and the TOWN is interested only in final results to be achieved. The TOWN shall be permitted to retain other CONSULTANTS performing the same or similar tasks, and CONSULTANT shall be permitted to provide services to other parties, consistent with CONSULTANT'S obligation to complete the services undertaken pursuant to the terms of this Agreement and consistent with CONSULTANT'S ethical obligations.

III

If CONSULTANT is unable to handle prosecution of a case due to a conflict of interest or other good cause shown, the case shall be handled through the Town Attorney or a qualified, licensed attorney in good standing with the State Bar of Arizona, acting as the outside conflict prosecutor.

IV

CONSULTANT, at the Town Manager's request, shall provide status reports regarding cases) concerning the performance of services under this Agreement and meet with the Town staff to review the quarterly reports. Also, upon expiration or other termination of this Agreement, CONSULTANT shall provide a written report to the TOWN summarizing the results of the services performed hereunder and the state of the prosecutorial operations.

V

All reports and other work products produced by CONSULTANT, as a part of the services rendered under this Agreement shall be provided to and be the sole property of the TOWN. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the TOWN.

VI

The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government Consultants, to the extent applicable to this Agreement.

VII

CONSULTANT agrees to attend all Town Council meetings at the request of the Town Council or staff as related to the prosecution services for the TOWN and the terms and conditions of this Agreement.

VIII

CONSULTANT agrees to provide on-going training with the Town Marshal's office, and to coordinate necessary training with any other governmental entities, necessary for the continued cooperation and communication between TOWN prosecution services and law enforcement services, as deemed necessary by the TOWN, Town Attorney or CONSULTANT.

IX

All books, accounts, reports, files and other records relating to this Agreement shall be maintained and shall be maintained pursuant to Arizona Revised Statutes, Title 41 and shall be subject at a reasonable time to inspection and audit by the TOWN. Such records shall be produced by a place designated by the TOWN, upon reasonable notice to the CONSULTANT. When submitting records to the Clerk's archival relating to the Agreement, CONSULTANT agrees to prepare such records for archival pursuant to the TOWN OF CAMP VERDE PROCEDURES AND OPERATIONS GUIDE, RECORDS MANAGEMENT SECTION. The Town will provide archival boxes and forms to be completed prior

to submission of such records to the Clerk's Office for archival.



Proclamation

In recognition of

“National Public Safety Telecommunications Week”

Whereas, the Verde Valley Combined Communications Center (VVCC) (Camp Verde Marshal’s Office) plays a vital role in the protection of human life and property in our communities; and

Whereas, VVCC has been successfully serving the public safety communication needs of the communities of Camp Verde, Clarkdale, Jerome and the Yavapai Apache Nation; and

Whereas, while enduring long hours, abnormal schedules, and handling frequent life and death emergencies, VVCC Telecommunicators set high standards in performing their duties in a dedicated, diligent, and compassionate manner; and

Whereas, VVCC Telecommunicators provide a critical communication link between the residents and Law Enforcement; and

Whereas, these individuals efficiently coordinate emergency services to ensure the health and safety of our residents, visitors, and travelers in our communities, 24-hours a day, seven days a week; and

Whereas, our Public Safety Communications personnel serve the public daily in countless ways without due recognition by the beneficiaries of their services.

Now Therefore, I, Charles German, Mayor of the Town of Camp Verde, in the County of Yavapai, and State of Arizona, do hereby declare the week of April 14 - 20 as

“National Public Safety Telecommunications Week”

in the Town of Camp Verde and commends the devotion, contributions, and services of the VVCC Telecommunicators.

In witness whereof, I have hereunto set my hand and caused the Seal of the Town of Camp Verde to be affixed this 8th day of April, A.D., Two thousand and nineteen.

Attest:

Charles German, Mayor

Judy Morgan, CMC, Town Clerk

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*Town of Camp Verde
Proclamation*

*Declaring Saturday, April 13, 2019
as Camp Verde's Arbor/Earth Day Celebration 2019*

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees; and

WHEREAS, Arbor Day is now observed at various times of the year throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil due to wind and water, cut heating and cooling costs, moderate temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource that increase property values, enhance economic vitality, and create more livable communities; and

WHEREAS, trees, where properly planted, are a source of joy and community pride.

NOW, THEREFORE, The Mayor and Common Council of the Town of Camp Verde urge all citizens to care for our urban forest, to support our town's ongoing commitment to improving and managing our tree resources, and commits to planting one celebratory tree to commemorate the concurrent celebration of Arbor Day and Earth Day with Yavapai-Apache Nation. The Camp Verde Town Council hereby proclaims April 13, 2019 as Camp Verde's Arbor/Earth Day Celebration with the Yavapai-Apache Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Town of Camp Verde, Arizona, this 18th day of April 2018.

Charles German, Mayor

ATTEST:

Judy Morgan, Town Clerk

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Community Firewise and Fire Mitigation Communications

APS Operations and Maintenance Values

- Safety and Reliability is who we are and what we stand for
- We walk the talk:
 - Consistently top QUARTILE in reliability amongst other US utilities. Last Year our customers experienced less than 1 outage a year (SAIFI)
 - Consistently top DECILE in safety performance amongst other US utilities. (OSHA)



Being Firewise is a year round activity

- Vegetation Management program executed on cycle per ANSI and ISA Standards
- Defensible Space Around Poles (DSAP) Program on all equipment poles
- Detailed Line Inspections
- Annual Fire Mitigation Public Safety Patrols
- Full time Fire Mitigation Specialist on staff- retired hotshot works closely with the local fire authorities and forest service to ensure we follow all protocols and oversees our fire mitigation programs

DSAP

- Purpose of the program to proactively create defensible space around poles to prevent wildfire ignitions
 - Based on International Fire Code, Urban Wildland Interface Code and International Code Council recommendations
- Intent to clear all vegetation 10' in all directions from equipment poles only



Proactive DSAP program protected APS assets during extreme fire conditions .

Customer Programs

- Please Report!! **Public Safety concern-** 602-371-7171 or email publicsafety@aps.com
- **Right Tree Right Place Program**
 - Tree recommendations and care instructions for customers landscaping around powerlines
- **aps.com/wildfire-safety**
 - Create defensible space around your house- 30'
 - Thin trees within 125' eliminate branches that overhang roof
 - Clean roof and gutters
 - Complete annual maintenance and proper fueling on equipment
 - Remove "ladder fuels" lowest branch should be 6-10' above ground

see more



pruning near energized lines



Only specially-trained line clearing professionals should prune vegetation growing on or near overhead power lines.

Call us if you notice a tree too close to our power lines. We'll send a forestry representative to assess the situation within 10 business days. We prune or remove trees that are growing into high-voltage electrical distribution and transmission lines along streets, alleys or easements.

pruning near service wires

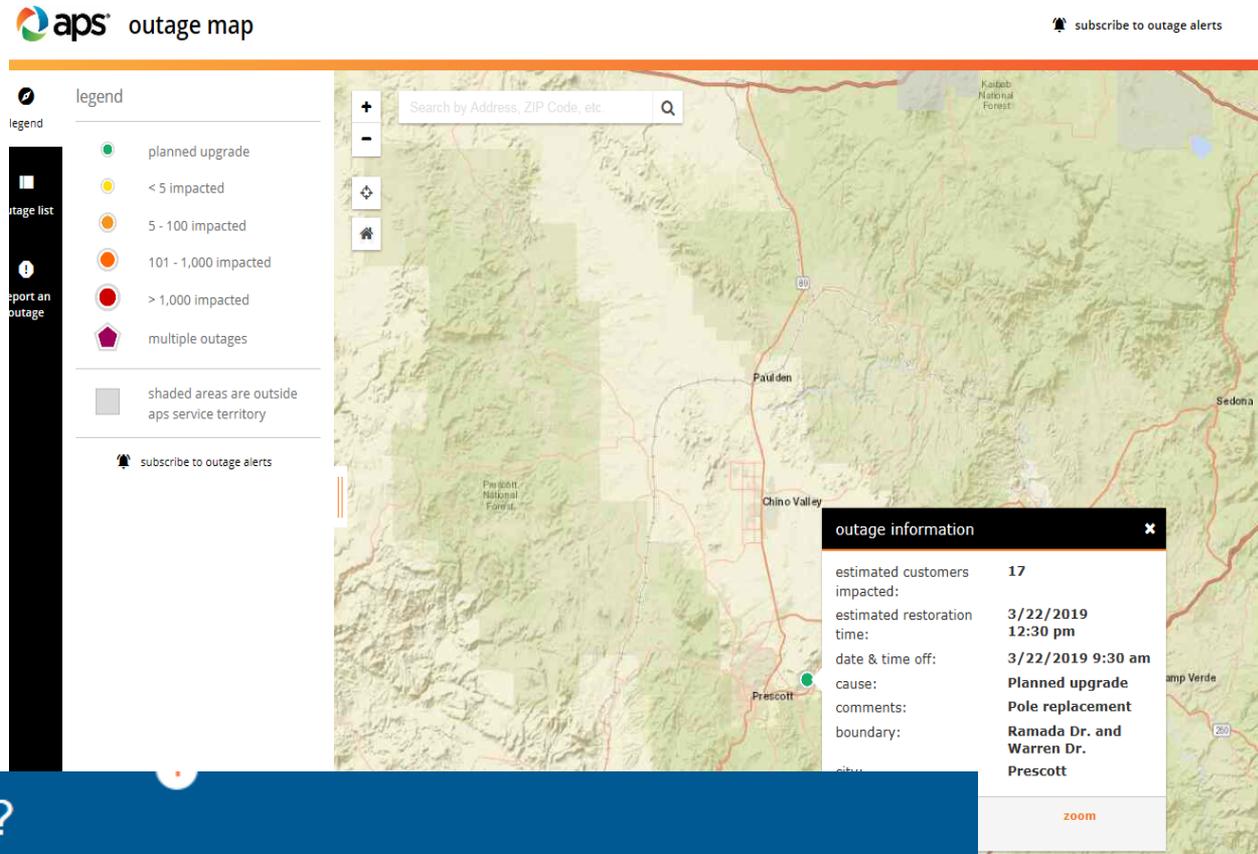
Pruning is your responsibility when tree branches become tangled in the service wire – the power line connecting to your house. We'll disconnect the power while your hired professional prunes the tree if you notify us 24 hours in advance.

High Fire Risk Protocols

- Annual Public Safety Fire Mitigation Patrol of over 2,870 miles of overhead lines- 1,236 miles in the NW
- Increased operations protocols during outages
- Increased use of technology to improve restoration times
 - Over 400 MFI's installed throughout the lines

APS Outage Maps and Notifications

- Sign up for emergency alerts through Nixle
- Download the APS App, or aps.com for easy access to the outage maps, sign up for text alerts specific to your area, and restoration times
- Report an Outage 24/7 at 855-688-2437



The screenshot shows the APS Outage Map interface. On the left is a legend with categories: planned upgrade (green dot), < 5 impacted (yellow dot), 5 - 100 impacted (orange dot), 101 - 1,000 impacted (red dot), > 1,000 impacted (dark red dot), and multiple outages (purple pentagon). Below the legend are options for 'shaded areas are outside aps service territory' and 'subscribe to outage alerts'. The main map shows a topographic view of the Prescott area with various colored markers indicating outage locations. A search bar at the top allows for location-based queries. An 'outage information' popup window is open, displaying details for a specific outage:

outage information	
estimated customers impacted:	17
estimated restoration time:	3/22/2019 12:30 pm
date & time off:	3/22/2019 9:30 am
cause:	Planned upgrade
comments:	Pole replacement
boundary:	Ramada Dr. and Warren Dr. Prescott

did you know?



You can view information about outages throughout our service area, including outage causes & estimated restoration times on our interactive outage map. You can also get the same convenient outage options in the palm of your hand with our free mobile app, now available at



What to do during an outage

- Don't try to repair electrical problems on your own. Avoid downed power lines
- Use flashlights, or keep candles away from curtains and never leave them unattended
- Keep refrigerators and freezers closed- food will keep up to 8 hours in a fridge and 24 in a freezer if you don't open the door
- Turn off and unplug unnecessary electrical equipment to prevent the system from overloading when power returns

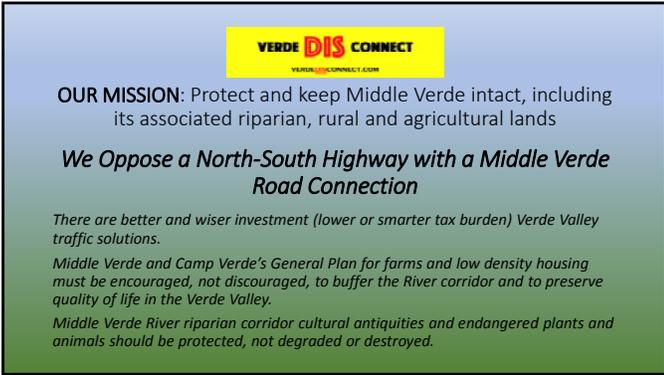
Questions?

THANK YOU!!

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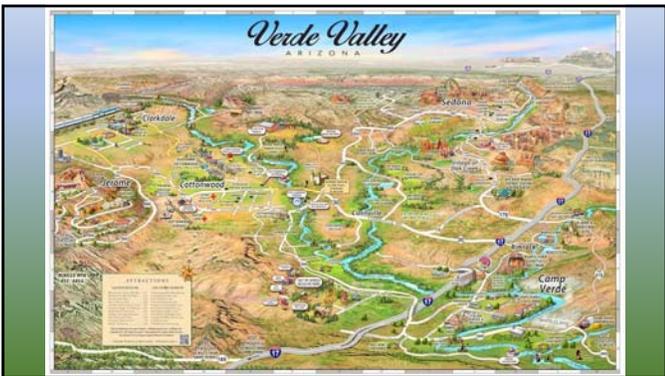
Agenda Item 5.4.

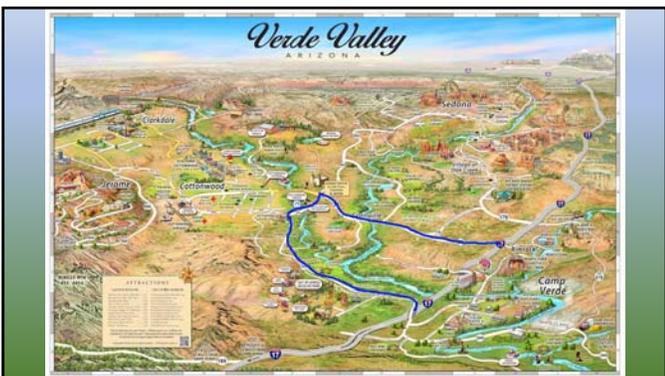


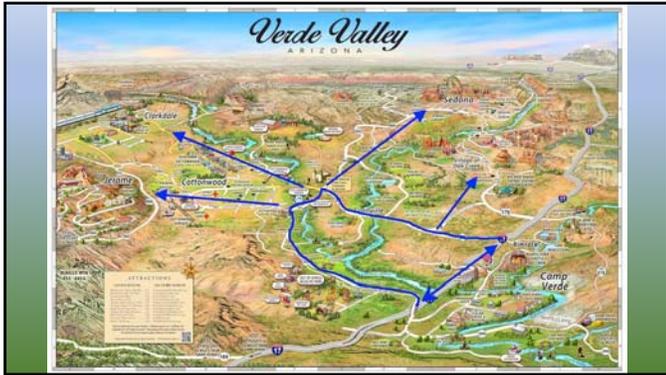


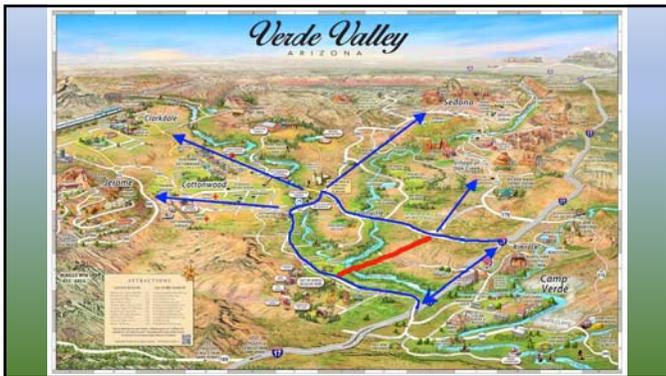


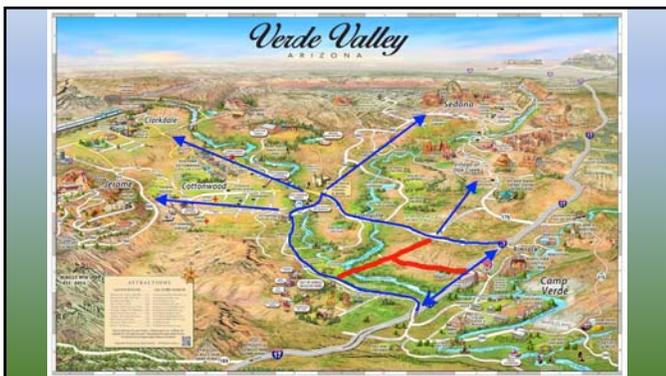
Consider Our Communities and our Traffic

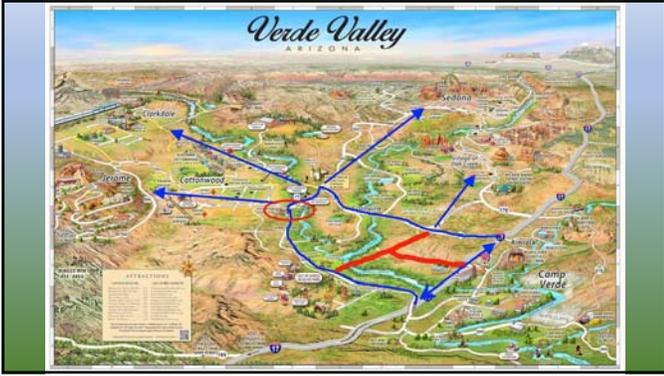


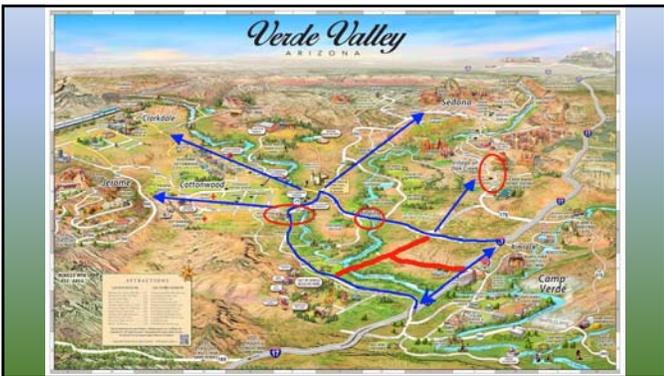


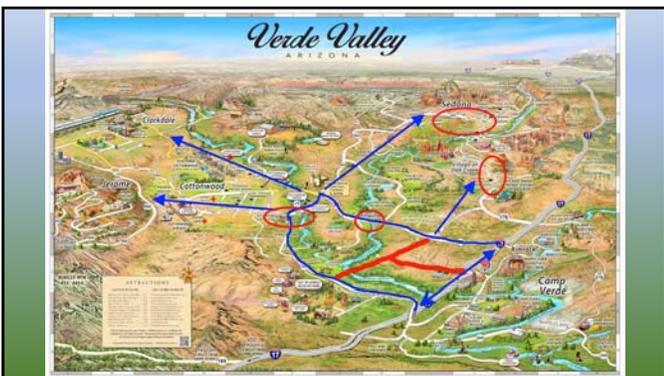


















Town of Camp Verde General Plan (2016)

Goal: Promote tourist related destinations and uses...

Goal: Maintain the rural, residential and agricultural character of the area

- AG District... principally for raising crops, fruits, grains, livestock, and similar farm products. This land use designation will build on Camp Verde's past and present as a farming and ranching community.
- Encourage farmer's markets, community gardens, agricultural areas and roadside stands for the sale of locally grown produce and agricultural products.
- Maintain low density rural development where it exists.
- Encourage the protection of agricultural lands and rural landscapes to maintain the character of Camp Verde.
- Protect the rural character and cultural resources, preserve open space, enhance agricultural opportunities and reduce the loss of prime agricultural lands and important open space areas.

Population comes with and follows roads



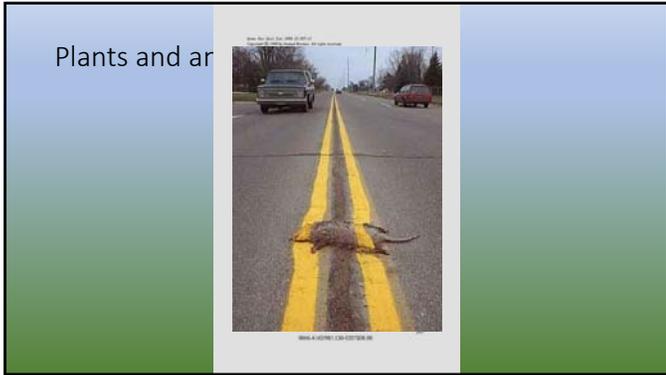




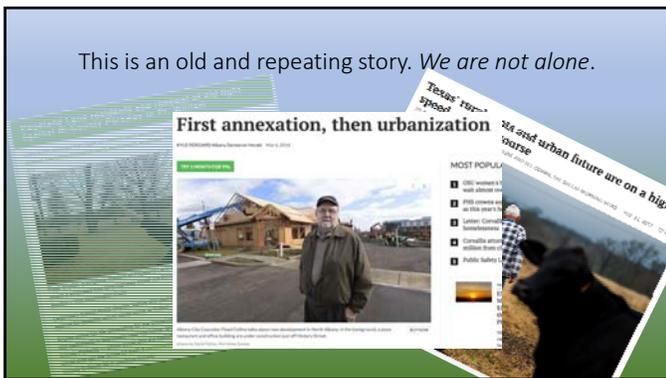
Be











But there is hope.

Essential Smart Growth Fixes for Rural Planning, Zoning, and Development Codes

EPA

VERDE DIS CONNECT
VERDEDISCONNECT.COM

OUR MISSION: Protect and keep Middle Verde intact, including its associated riparian, rural and agricultural lands

We Oppose a North-South Highway with a Middle Verde Road Connection

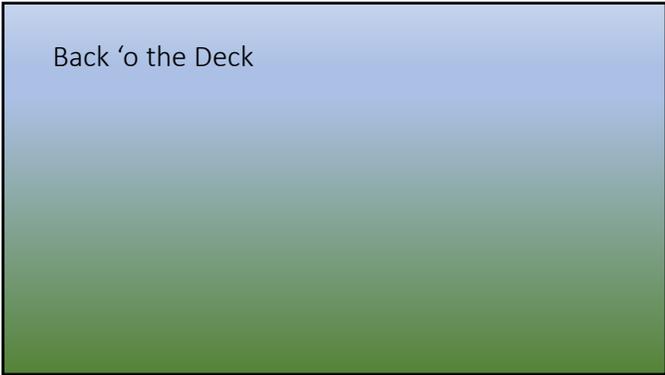
There are better and wiser investment (lower or smarter tax burden) Verde Valley traffic solutions.

Middle Verde and Camp Verde's General Plan for farms and low density housing must be encouraged, not discouraged, to buffer the River corridor and to preserve quality of life in the Verde Valley.

Middle Verde River riparian corridor cultural antiquities and endangered plants and animals should be protected, not degraded or destroyed.

VERDE DIS CONNECT
VERDEDISCONNECT.COM

Thank you!



County Commissioners Randy Garrison and Thomas Thurman

Randy Garrison

- (928) 639-8110
- web.bos.district1@vavapai.us

Thomas Thurman

- (928) 771-3393
- web.bos.district2@vavapai.us

Verde Valley Master Transportation Plan

Key Takeaways

Long-term transportation planning is essential to the region's economic and social well-being. This plan provides a framework for the region's transportation system, including the regional transportation system, and identifies the key transportation issues that the region faces. The plan also identifies the key transportation issues that the region faces and provides a framework for the region's transportation system.

Table 2. Recommended Long-Term Investment Priorities

Project Location/Question	Investment
L1 Regional Transportation System	Investment in safety and security
L2 Regional Transportation System	Investment in safety and security
L3 Regional Transportation System	Investment in safety and security
L4 Regional Transportation System	Investment in safety and security
L5 Regional Transportation System	Investment in safety and security
L6 Regional Transportation System	Investment in safety and security

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Agenda Item 7.1.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into the date below signed by and between Common Council of the Town of Camp Verde, Arizona, hereinafter referred to as "The Council", and Paul Schlegel, hereinafter referred to as "Mr. Schlegel", witnesseth:

WHEREAS, the Council desires to contract with Mr. Schlegel as The Town Magistrate of Camp Verde, Arizona, and provide for conditions of Mr. Schlegel's service hereunder; and,

WHEREAS, Mr. Schlegel desires to be under contract with the Town of Camp Verde as Town Magistrate of Camp Verde, Arizona, under the terms and conditions outlined herein,

NOW THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows

I.

The Council hereby appoints Mr. Schlegel as the Town's Presiding Magistrate to perform the functions and duties specified in Section 5-2-1 of the code of the Town of Camp Verde, Arizona, and such other reasonable functions and duties as the Council may direct.

II

This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:

1. Term. This Agreement shall be effective from the 1st day of July 2019 through the 30th day of June, 20_____.

2. Compensation. Mr. Schlegel shall be paid the sum of _____ in twenty-six (26) bi-weekly installments and is based on a ____ hour per week which is inclusive of any on-call time, meetings, travel and education that is necessary throughout the year. The expected typical work week will consist of ____-hours per week for the term of this Agreement. Mr. Schlegel shall be an independent contractor and shall not be an employee of the Town of Camp Verde. As a result, Mr. Schlegel shall be responsible for all payroll withholdings as required by law and shall be entitled to no employee benefits. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Mr. Schlegel to resign at any time from the position of Magistrate. In the event

Mr. Schlegel voluntarily resigns as Magistrate with the Town of Camp Verde before expiration of the term of this Agreement, Mr. Schlegel shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing.

3. Duties. Mr. Schlegel shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Mr. Schlegel shall assist in the preparation of the budget for the municipal court and shall report to the Town Council regarding the state of the municipal court upon request. Mr. Schlegel shall perform the duties of Presiding Town Court Magistrate pursuant to all laws, ordinances and rules of the State of Arizona, Town of Camp Verde and Arizona Supreme Court. The budget shall include an amount for judge *pro tem* services, and Mr. Schlegel shall limit his time off during each fiscal year so that the judge *pro tern* budget is not exceeded. He shall devote such time as necessary to cause the Town Court to function in a proper manner and may use assistant magistrates within the constraints of the approved budget of the Town Court.

4. Conditions of Service.

(a) Mr. Schlegel shall preside as Presiding Magistrate over the Town of Camp Verde Municipal Court System and other assistant magistrates of the Camp Verde Municipal Court whether full time or part time.

(b) Mr. Schlegel shall at all times ensure that his conduct as Magistrate of the Town Court of the Town of Camp Verde does not violate the Code of Judicial Conduct, Rule 81 of the Rules of the Arizona Supreme Court, dated September 1, 2009, and any other Rule or law governing the conduct of magistrates during the terms of this Agreement.

(c) The Town shall also bear full cost of any fidelity or other bonds required of Mr. Schlegel under any federal, state or local law or ordinance.

(d) Mr. Schlegel shall make available to the citizens/customers, a Customer Service Survey evaluation in the lobby of the Camp Verde Court at all times.

5. Training and Support. The Town will pay all necessary dues, membership fees, and publication/subscription fees for legal materials and other required supporting materials, subject to proper budgetary authority. Mr. Schlegel shall be allowed to attend at Town expense the annual Judge' Conference subject to proper budgetary approval and Town Council approval for any additional conferences, training sessions, or seminars that are related to the functioning of the Town Court, criminal law, or criminal procedure. The Town shall provide suitable municipal court facilities and staff.

6. Termination. The parties hereto agree that this appointment may be terminated for cause, or by mutual agreement, during the term hereof. Should the Town of Camp Verde determine that cause for termination may exist, it shall provide not less than ten (10) days written notice to Mr. Schlegel setting forth the specific cause and a time and place for a hearing. At any hearing so established, Mr. Schlegel may be represented by independent legal counsel, have the benefit of full disclosure as to said cause, may call witnesses on his own behalf, and shall have the right of cross examination of any witnesses called on behalf of the Town of Camp Verde.

IN WITNESS WHEREOF, the Town of Camp Verde, Arizona, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and Mr. Schlegel has signed and executed this agreement, both in duplicate, the day and year first above written.

Dated this _____ day of _____ 2019.

APPROVED:

APPROVED AS TO FORM:

Charles German, Mayor

Bill Sims, Town Attorney

ATTEST:

ACCEPTED:

Judy Morgan, CMC, Town Clerk

Paul Schlegel

DATED this ___ e;;?O. _____ day
of

APPROVED:

Charles German, Mayor

ATTEST:



Virginia Jones, Town Clerk

2017

APPROVED AS TO FORM:



Bill Sims, Town Attorney

ACCEPTED:


Paul Schlegel

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This Agreement is based on the Arizona Constitution’s requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:

1. Term. This Agreement shall be effective from the 1st day of July 2017 through the 30th day of June, 2019.

2. Compensation. Mr. Schlegel shall be paid the sum of \$74,474 in twenty-six (26) bi-weekly installments and is based on a 28 hour per week which is inclusive of any on-call time, meetings, travel and education that is necessary throughout the year. The expected typical work week will consist of 28-hours per week for the term of this Agreement. Mr. Schlegel shall be an independent contractor and shall not be an employee of the Town of Camp Verde. As a result, Mr. Schlegel shall be responsible for all payroll withholdings as required by law and shall be entitled to no employee benefits. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Mr. Schlegel to resign at any time from the position of Magistrate. In the event Mr. Schlegel voluntarily resigns as Magistrate with the Town of Camp Verde before expiration of the term of this Agreement, Mr. Schlegel shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing.

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(c) The Town shall also bear full cost of any fidelity or other bonds required of Mr. Schlegel under any federal, state or local law or ordinance.

(d) Mr. Schlegel shall make available to the citizens/customers, a Customer Service Survey evaluation in the lobby of the Camp Verde Court at all times.

5. Training and Support. The Town will pay all necessary dues, membership fees, and publication/subscription fees for legal materials and other required supporting materials, subject to proper budgetary authority. Mr. Schlegel shall be allowed to attend at Town expense the annual Judge' Conference subject to proper budgetary approval and Town Council approval for any additional conferences, training sessions, or seminars that are related to the functioning of the Town Court, criminal law, or criminal procedure. The Town shall provide suitable municipal court facilities and staff.

6. Termination. The parties hereto agree that this appointment may be terminated for cause, or by mutual agreement, during the term hereof. Should the Town of Camp Verde determine that cause for termination may exist, it shall provide not less than ten (10) days written notice to Mr. Schlegel setting forth the specific cause and a time and place for a hearing. At any hearing so established, Mr. Schlegel may be represented by independent legal counsel, have the benefit of full disclosure as to said cause, may call witnesses on his own behalf, and shall have the right of cross examination of any witnesses called on behalf of the Town of Camp Verde.

IN WITNESS WHEREOF, the Town of Camp Verde, Arizona, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and Mr. Schlegel has signed and executed this agreement, both in duplicate, the day and year first above written.

DATED this 22 day of June 2017

APPROVED:

APPROVED AS TO FORM:



Charles German, Mayor



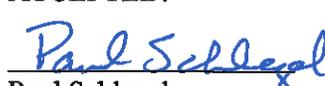
Bill Sims, Town Attorney

ATTEST:

ACCEPTED:



Virginia Jones, Town Clerk



Paul Schlegel

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Agenda Item 7.2.



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: April 17, 2019

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

Requesting Department: Public Works – Wastewater Division

Staff Resource/Contact Person: Jerry Tinajero, Wastewater Division Manager

Agenda Title (be exact): Discussion, consideration and possible authorization for the Wastewater Division to purchase a 2000 gallon water truck to better utilize our larger vacuum/jetter truck by keeping it in the field instead of returning to the nearest fill hydrant or wastewater plant to refill every 1000 gallons.

List Attached Documents: Quote for selected truck, other competitive quotes

Estimated Presentation Time: 10 min

Estimated Discussion Time: 10 min

Reviews Completed by:

- Department Head: Troy Odell Town Attorney Comments:
- Finance Department

Fiscal Impact:

Budget Code: TBD **Amount Remaining:** _____

Comments: This will also allow us to return the meter we use for taking water from the Camp Verde Water System and save us the monthly bill for the meter and water.

Background Information: We have been demonstrating the need for a water truck for this purpose for approximately the last several years. The use of the water truck to haul water to the larger vacuum/jetter truck will save us approximately 60 miles a day on the larger truck and 4-6 man hours a day as well as keeping the vacuum/jetter truck on station running that many more hours a day. We have also indirectly promised the Camp Verde Arena Association that we would see what we could do about lending them a water truck for events. This truck could also be utilized for that purpose.

Recommended Action (Motion): To authorize the purchase of the preferred 2000 gallon 2014 International Durastar 4300 water truck for the purchase price of \$49,900 + applicable tax, license and fees.

2014 INTERNATI...

\$49,900

Est.
Payment

CLASS 6 (GVW 19501 - 26000) In
Fontana, CA 92335 - 322 Miles
Away
[Get Directions](#)



Details from Seller

Order an Inspection from WeGoLook

Condition: Used

Year: 2014

Make: [INTERNATIONAL](#)

Model: [DURASTAR 4300](#)

Class: [CLASS 6 \(GVW 19501 - 26000\)](#)

Category: [Water Tank, Water Truck](#)

Cab Type: [STANDARD CAB](#)

Location: Fontana, CA

Horse Power: 200 - 300

Max Horse Power: 215

Max Torque: 560-860

Fuel Type: [Diesel](#)

Suspension: Spring

Wheelbase: 152

Brake Type: Air

Stock Number: 990309

VIN: 3HAMMAAL4EL015515

Engine Manufacture: International

Engine Size: [7.6L](#)

Transmission Make: Allison

Transmission Speed: [6](#)

Recommended
[Signature]
 Higher Miles
 Newer
 Eng

Transmission Type: [Automatic](#)

Color: WHITE

Fuel Tank Size: 70

Upfit Body Type: [Water Trucks](#)

Mileage: 154,250

Options: Cruise Control, AM/FM Radio, Air Seat, CD Player, Power Steering, Trip Odometer, Air Brakes, PTO Prep, Steel Wheels, Under CDL, Turbo, Single Axle, EPA Compliant, CARB Compliant

Description & Comments

2014 INTERNATIONAL DURASTAR 4300, NEW 2000 GALLON WATER TANK W/ 6 SPRAYERS!!! MFDT 215HP, AUTO TRANS, 70 GAL ALUM FUEL TANK, A/C, CRUISE, AM/FM/CD RADIO!!! SUPER CLEAN and RUNS GREAT!!! COMPLETELY SERVICED and INSPECTED!!!

Message from Rush Truck Centers - Fontana Medium Duty Trucks

Call us at 866-897-8804 for all your commercial needs.



[Rush Truck Centers - Fontana Medium Duty Trucks](#)
[1-866-897-8804](tel:1-866-897-8804)
[15463 Valley Blvd](#)
[Fontana, CA92335](#)

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See 5,636



\$32,900
152,147 miles



\$18,500
210,722 miles



IMAGE COMING SOON

2014 INTERNATIONAL DURASTAR
 Rush Truck Centers - Boise
 Located in Boise, ID



IMAGE COMING SOON

2013 INTERNATIONAL DURASTAR
 Rush Truck Centers - Boise
 Located in Boise, ID



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2007 PETERBILT ...

\$52,488

Est.
Payment

CLASS 6 (GVW 19501 - 26000) In
Houston, TX 77029 - 1,022 Miles
Away
[- Get Directions](#)



Details from Seller

Order an Inspection from WeGoLook

Condition:	Used
Year:	2007
Make:	PETERBILT
Model:	335
Class:	CLASS 6 (GVW 19501 - 26000)
Category:	Water Truck
Cab Type:	STANDARD CAB
Location:	Houston, TX
Horse Power:	250
Max Horse Power:	210-300
Max Torque:	520-860
Fuel Type:	Diesel
Rear Axles:	DRW
Wheelbase:	190
Brake Type:	Air
Stock Number:	928829
VIN:	2NPLHD6X57M663989
Drivetrain:	4X2
Engine Manufacture:	Caterpillar
Engine Size:	7.2L
Weight:	19501-26000

older

Transmission Make: Eaton Fuller

Front Tire Size: 16

Rear Tire Size: 23

Color: N0006EA WHITE

Fuel Tank Size: 50

Mileage: 30,092

Description & Comments

2007 Peterbilt 335, 2007 Peterbilt 335, Cat, C7, 250HP, Eaton Fuller 10 Speed Transmission, Day Cab, Heil, Water Tank, Stock # 928829 2007 Peterbilt 335, Cat-C7 250HP, Eaton Fuller 10 Speed Transmission, AC, Air brakes, non CDL 26k gvwr. 2000 Gallon Valew Steel Water Tank, 5 Independent Spray Heads, Water Cannon, Joy stick control in cab, NEW Berkley pump, hose reel. Complete system has been refurbished. Truck is ready to roll. Great for construction or landscaping.



[Rush Truck Centers - Houston Medium Duty Trucks](#)

[1-888-992-1503](tel:1-888-992-1503)

[10100 North Loop East](#)

[Houston, TX 77029](#)

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2018 FREIGHTLI...

\$87,985

Est. Payment

CLASS 7 (GVW 26001 - 33001) In Fontana, CA 92335 - 322 Miles Away
[- Get Directions](#)



Details from Seller

[Order an Inspection from WeGoLook](#)

Condition:	New
Year:	2018
Make:	FREIGHTLINER
Model:	BUSINESS CLASS M2 106
Class:	CLASS 7 (GVW 26001 - 33001)
Category:	Water Truck
Location:	Fontana, CA

Description & Comments

2018 FREIGHTLINER BUSINESS CLASS M2 106, Cab Type: Regular CabChassis Class: Class 6
Chassis 19,501-26,000 lbsEngine Model: ISBTransmission: AutomaticFAWR: 8000RAWR:
19000Rear-End Ratio: 6.14Wheelbase: 154CA or CT: 88

Message from Custom Truck One Source- Fontana

DISCLAIMER: Price quoted is Ex Works and does not include any freight or delivery charges. Specifications are believed to be correct but may contain errors and/or omissions. Pictures are representative and may not be identical. Description and Images © Custom Truck One Source

*New
Too Expensive*



[Custom Truck One Source- Fontana](#)
[1-877-476-0119](#)
[14670 Randall Ave](#)
[Fontana, CA92335](#)

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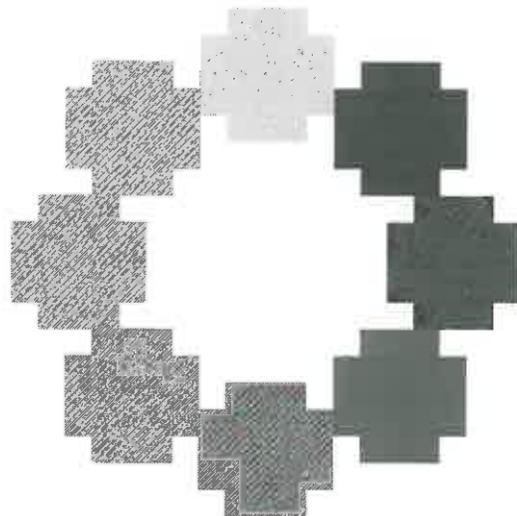
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Agenda Item 7.3.



Town of Camp Verde

Meeting Date: April 17, 2019

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin, as well as Councilors Buck Buchanan and Dee Jenkins

Agenda Title (be exact): Discussion, consideration and possible approval of updated Town of Camp Verde Citizen Complaint Form and new document Town of Camp Verde Complaint Form Instructions.

List Attached Documents:

- Current Citizen Form
- Proposed Form
- Proposed Procedure

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

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

Background Information:

FROM PREVIOUS AGENDA ITEM: (*This has been reworked with the revisions Councilor Butner requested.*) The current form did not provide for filing a complaint against an elected or appointed official. At the request of Town Attorney Bill Sims, Carol Brown (Risk Manager), Buck Buchanan and Dee Jenkins (Council Members) were tasked with the project to update the existing form and development a new document detailing the procedure for processing the complaint. The Town of Camp Verde Complaint Form has been reviewed by the town attorney. The instruction procedure also addresses communication to council that was requested by members of council.

Recommended Action (Motion):

Move to approve Town of Camp Verde Citizen Complaint Form as revised and new document Town of Camp Verde Complaint Form Instructions.



Complaint # _____
Received by: _____
Date: _____
Forwarded to: _____
Review Deadline: _____
(10 working days)

**TOWN OF CAMP VERDE
CITIZEN COMPLAINT PROCEDURE**
473 S. Main Street, Suite 102 – Camp Verde, AZ 86322
928-567-6631

The Town of Camp Verde has initiated a policy for receiving citizen complaints to ensure a fair review of concerns of the public about policy, procedures, ordinances, codes, personnel, and/or similar issues.

Have you attempted to resolve your complaint with the appropriate department? Yes No

When to File a Formal Complaint

If, after notifying a Department Head that you have a valid concern and you have not received a satisfactory response, you may proceed to the next step by filing a Formal Complaint.

How to File a Complaint:

Complete the written complaint form following the instructions listed below. Complaint Forms are on file in the Clerk's Office at 473 S. Main, Ste. 102 or you can download a blank copy online at www.cvaz.org.

You must sign and date a written complaint form and mail or hand-deliver it to the Clerk's Office. (Under no circumstances, will phone calls, emails, faxes or other forms of telecommunication be accepted). The Complaint must state specific dates, facts, and other pertinent information. You may attach any relevant documents supporting your claim. If you plan to include comments or statements by other witnesses, you must submit their signed and dated statements with your complaint. Your complaint cannot be amended and the Clerk's Office cannot receive additional information related to your complaint once it has been submitted.

TYPE OF COMPLAINT

- Personnel Name of Employee: _____
- Non-Personnel Department: _____
- Zoning Location: _____ Parcel#: _____
- Other Be Specific: _____

What to expect:

1. Upon receipt of your written complaint, the Clerk's Office will date stamp the complaint, assign a complaint Number (i.e. C-09-01) and forward by e-mail to the appropriate department head, and to the Town Manager. You will receive a receipt noting the complaint number, date received, and person who received the written complaint.
2. The Department Head has ten (10) working days after receipt of the complaint from the Clerk's Officer to respond in writing. This written response will be mailed to you and a copy will be filed in the Clerk's Office. A copy of the response will be submitted by the Clerk's Office to the Town Manager. All original complaints and responses will be on file in the Clerk's Office. If the complaint is concerning land use activity and it is found to be justified, the Community Development Department will begin the compliance process as outlined in Section 102 of the Planning & Zoning Ordinance.
3. If the response is not satisfactory to you, you have ten (10) working days from the date of the written response to request that the Manager to review the matter. The request must be filed, in writing, with the Clerk's Office, and must reference the original complaint number. Note: phone calls, emails, faxes or other forms of communication will not be considered. The Manager will review the matter within ten (10) working days, and notify you of his determination with regard to your complaint. The Manager may concur with the response of the Department Head or recommend additional action.

Name: _____

Mailing Address: _____

Physical Address: _____

Telephone #: _____

State the details of your complaint or information: Use the reverse side if necessary. If you have any relevant documents, please attach photo copies only. DO NOT ATTACH ORIGINAL DOCUMENTS.

The information presented in this complaint form is true, correct and complete to the best of my knowledge, Furthermore, I acknowledge that I have read and understand the procedures. Note: a complaint is a public record and by law we must provide the name of the complainant.

X _____
Signature

X _____
Date

For Office Use Only

- Copy to Manager _____
Date _____
- Sent to Department head for review _____ Review Deadline _____
Date _____ Date (10 working days)
- Action Taken _____
Date _____
- Manager Review (if applicable) _____ Review Deadline _____
Date (if applicable) _____ Date (if applicable)

RELEVANT DEPARTMENT

- | | | | |
|--|---|---|---------------------------------------|
| <input type="checkbox"/> Administration | <input type="checkbox"/> Building | <input type="checkbox"/> Clerk's Office | <input type="checkbox"/> Public Works |
| <input type="checkbox"/> Parks & Recreation | <input type="checkbox"/> Maintenance | <input type="checkbox"/> Library | |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Marshal's Office | <input type="checkbox"/> Magistrate Court | |
| <input type="checkbox"/> Commission: _____ | | | |



FOR OFFICE USE ONLY

Complaint # _____
Received By _____
Date _____
Forwarded To _____
Notified Council _____
Review Deadline _____
(10 working days)

DRAFT

TOWN OF CAMP VERDE
CITIZEN COMPLAINT FORM

473 S. Main Street, Suite 102 – Camp Verde, AZ 86322
928-554-0023

The Town of Camp Verde has initiated a policy for receiving citizen complaints to ensure a fair review of concerns of the public regarding policy, procedures, ordinances, codes, personnel, and/or similar issues.

The following two types of complaints are addressed below:

- 1. Issues related to specific department(s) or employee(s):
- 2. Complaints against Elected Officials

SECTION ONE: COMPLAINTS RELATED TO SPECIFIC DEPARTMENT(S) OR EMPLOYEE(S):

STEP #1: When to File a Formal Complaint: Prior to filing a Complaint in writing, please notify the Department Head of the issue. The Department Head shall ~~provide~~ supply a ~~response~~ response to your Complaint. If you ~~are not satisfied~~ do not receive a reasonable ~~with the~~ response, you may proceed to the next step by filing a Formal Written Complaint. Additionally, please check the appropriate box below affirming or denying if you have attempted to resolve the Complaint with the appropriate department.

Have you attempted to resolve your Complaint with the appropriate Department Head? Yes No

STEP #2: How to File a Formal Complaint:

Complete the written Complaint form following the instructions listed below. Complaint Forms are on file in the Clerk's Office at 473 S. Main, Ste. 102 or you can download a blank copy online at <http://www.campverde.az.gov/government/town-clerk/forms/>.

The Complaint must state specific dates, facts, and other pertinent information. Attach any relevant documents supporting the claim. Witness statements attached to the Complaint must be signed and dated by the witness. Electronic signatures are not accepted. The Complaint cannot be amended and the Clerk's Office cannot accept/receive additional information related to the Complaint once it has been submitted.

Sign and date the written Complaint form and mail or hand-deliver to the Clerk's Office. Electronic signatures, p(Phone calls, emails, faxes or other forms of telecommunication cannot be accepted).

TYPE OF COMPLAINT

Personnel: Complaints against town employees/volunteers are limited to their job performance or qualifications and shall be directed to the human resources (hr) department for evaluation.

NOTE: Town elected officials are not considered 'town personnel' and complaints concerning town elected officials ~~are~~ governed by Section Two below.

- Personnel Name of Employee: _____
- Non-Personnel Department: _____
- Zoning Location: _____ Parcel#: _____
- Other Be Specific: _____

What to expect:

1. **RECEIVING COMPLAINT:** Upon receipt of ~~your w~~Written Complaint, the Town Clerk or Designee shall~~will~~:
 - a. Date stamp the Complaint, assign a Complaint Number (e.g. C-09-01) and forward the Complaint by e-mail to the appropriate Department Head and to the Town Manager. The Complainant shall receive~~You will receive~~ a receipt noting the Complaint number, date received, and Department Head designated to~~person~~ file a Response to the~~who received the written C~~omplaint.
 - b. Town Council shall~~will~~ be notified of the Complaint via e-mail with the Complaint #, general description of the Complaint, name of the Complainant ~~name~~ and responsible Department Head within 24 hours of the time of filing.
2. **TOWN RESPONSE: FINAL RESPONSE:** ~~The Department Head will have an additional 30 days to provide a complete response if necessary to resolve the complaint~~ The Department Head shall file a written Response within ten (10) working days after the Complaint has been filed. Failure of the Department Head to provide a written Response within the ten (10) days, or request in writing up to a maximum of~~n additional~~ 30 days within which to respond, shall be deemed an admission of the allegations in the Complaint. ~~The~~ written Response shall~~will~~ be e-mailed and~~or~~ mailed by the Clerk to the Complainant ~~you~~ and a copy shall~~will~~ be filed in the Clerk's Office. A copy of the Response shall~~will~~ be immediately forwarded~~submitted~~ by the Clerk ~~or Designee~~ to the Town Manager. All original Complaints and Responses shall ~~will~~ remain~~be~~ on file in the Clerk's Office. Upon final response~~resolution~~, the Town Council shall~~will~~ be notified by e-mail that the Complaint is closed.
3. **CITIZEN REPLY: SPONSE REVIEW:** In the event the Response is not satisfactory to the Complainant~~you, the Complainant may~~ file a written Reply with the Clerk referencing the Complaint number within~~have~~ ten (10) working days from the date of the final written Response to request that the Department Head or Designee review the matter ~~The request must be filed, in writing, with the Clerk or Designee, and must reference the original complaint number. A copy of the Reply shall be immediately forwarded by the Clerk to the Town Manager. Upon receipt of the aforementioned Complaint, Response, and Reply, the Town Manager shall file a written Manager's Response with the Clerk within ten (10) days delivering a copy by email and mail to the Complainant and e-mail to the Department Head. In the event the Town Manager requires an additional 30 days within which to file the Manager's Response, a written request shall be made to the Town Council setting forth the reasons for the delay with a copy provided to the Complainant.~~ In the event the Town Manager's Response does not resolve the Complaint, the matter may be referred to the Town Council, or the Town Attorney or an independent reviewing authority such as a city or town attorney from another jurisdiction or an attorney from the office of the County Attorney. ~~-~~
Note: Please do not make contact via phone calls, emails, faxes or other forms of communication All original Complaints, Responses and Replies shall remain on file in the Clerk's Office. Upon final resolution, the Town Council shall be notified by e-mail that the Complaint is closed.
4. **FOLLOW UP INITIAL RESPONSE:** ~~The Department Head or Designee will review the complaint within ten (10) working days, and notify you of the initial determination in regard to your complaint.~~

SECTION TWO: COMPLAINTS AGAINST A TOWN ELECTED OFFICIAL(S):

Complete the written complaint form following the instructions listed below. Complaint Forms are on file in the Clerk's Office at 473 S. Main, Ste. 102 or you can download a blank copy online at <http://www.campverde.az.gov/government/town-clerk/forms/>.

The Complaint must state specific dates, facts, and other pertinent information. Attach any relevant documents supporting the claim. Witness statements attached to the Complaint must be signed and dated by the witness. Electronic signatures are not accepted. The Complaint cannot be amended and the Clerk's Office cannot accept additional information related to the Complaint once it has been submitted.

Sign and date the written Complaint form and mail or hand-deliver to the Clerk's Office. Electronic signatures, phone calls, emails, faxes or other forms of telecommunication cannot be accepted.

The Complaint must state specific dates, facts, and other pertinent information. You may attach any relevant documents supporting your claim. If you plan to include comments or statements by other witnesses, you must submit their signed and dated statements with your complaint. Your complaint cannot be amended and the Clerk or Designee cannot receive additional information related to your complaint once it has been submitted.

You must sign and date a written complaint form and mail or hand deliver it to the Clerk or Designee. ~~(Phone calls, emails, faxes or other forms of telecommunication will not be accepted).~~

5. What to expect:

~~RECEIVING COMPLAINT:~~ Upon receipt of your written complaint, the Clerk or Designee will:

~~Date stamp the complaint, assign a complaint Number (i.e. C-09-01) and forward by e-mail to the to the Town Manager. You will receive a receipt from the Town Clerk noting the complaint number, date received, and the person(s) who will receive the written complaint pursuant to Section 2 below.~~

1. RECEIVING COMPLAINT: Upon receipt of a written Complaint, the Town Clerk shall:

a. Date stamp the Complaint, assign a Complaint Number (e.g. C-09-01) and forward the Complaint by e-mail to the Town Manager. The Complainant shall receive a receipt noting the Complaint number, date received, and the person(s) who will receive the written Complaint pursuant to Section 2 below.

b. Town Council shall be notified of the Complaint via e-mail with the Complaint #, general description of the Complaint, name of the Complainant and the Elected Official against whom the Complaint was filed within 24 hours of the time of filing.

1.2. REVIEW OF COMPLAINT: ~~The Elected Official who is the subject of the complaint will be advised of the fact of the submission of the complaint following receipt by the Town Clerk. In the event~~ Unless the Complaint is notis ~~against either or both of both~~ the Mayor and Vice-Mayor, a copy of the Complaint shall will ~~be forwarded to the Mayor, Vice Mayor, Town Manager, and Town Attorney and either the Mayor or Vice-Mayor, whichever elected official is not the subject of the Complaint.~~ - If the Complaint involves either or both both of the Mayor and the Vice-Mayor, the Complaint will only be forwarded to the Town Manager and the Town Attorney, and to either the Mayor or Vice Mayor, depending on who is not the subject of the complaint. ~~The persons receiving a copy of the Complaint will forward a copy of the Complaint to the Elected Official who is the subject of the Complaint and will meet to decide: (i) to act directly on the Complaint pursuant to Section 15.10.B of the Town of Camp Verde Council Code of Conduct or (ii) to refer the Complaint to an independent reviewing authority such as a city or town attorney from another jurisdiction or any attorney from the office of the County Attorney.~~

2.3. COMPLAINT BRIEFING: The Town Manager ~~shall will~~ orally brief all Council members concerning: (i) the fact that a complaint has been filed, (ii) the person against whom the complaint has been filed and (iii) the general nature of the Complaint and the anticipated procedure for handling the Complaint within 10 days from the filing date.

3.4. FINAL RESPONSE: The persons conducting the investigation into the Complaint must file the R-esponse notify th to the Come-plainteomplaining party no later than 30 days from the date of filing. In the event additional time to file the Response is required, the Complainant and Town Council shall be provided with following the date stamp of the complaint by the Town Clerk and must provide monthly updates informing the Complainant and Town Council of the reason(s) for the delayed Response to the complaining party. ~~-Upon filing the final R-esponse, #resolution, or resolution of the Complaint, the Town Council shall will~~ be notified by e-mail. In the event a final resolution is not reached, the Town Council shall also be notified by e-mail. the complaint is closed.

Name: _____

Mailing Address: _____

Physical Address: _____

Telephone #: _____

State the details of your Ceomplaint or information. Use the reverse side if necessary. If you have any relevant documents, please attach photo copies only. **DO NOT ATTACH ORIGINAL DOCUMENTS.**

The information presented in this complaint form is true, correct and complete to the best of my knowledge. Furthermore, I acknowledge that I have read and understand the procedures. **A complaint is a public record and by law we must provide the name of the complainant.**

X _____
Signature

X _____
Date

For Office Use Only

- Copy to Manager _____ Date _____ Council Notified _____ Date _____
- Sent to Department head for review _____ Date _____ Review Deadline _____ Date (10 working days)
- Action Taken _____ Date _____
- Manager Review (if applicable) _____ Date (if applicable) _____ Review Deadline _____ Date (if applicable)

RELEVANT DEPARTMENT

- Administration Building Clerk's Office Public Works
- Parks & Recreation Maintenance Library
- Community Development Marshal's Office Magistrate Court
- Commission: _____

Town of Camp Verde Complaint Form Instructions

The purpose of this procedure is to provide a written document for processing, monitoring and filing of a Formal Written Complaint.

COMPLAINTS RELATED TO SPECIFIC DEPARTMENT(S) OR EMPLOYEE(S)

1. Upon receipt of a Formal Written Complaint, the Town Clerk or designee will date stamp the complaint, assign the complaint number (next sequential number), forward copy by e-mail to the appropriate Department head and forward the original complaint form to the Town Manager.
2. The Town Clerk or designee will provide the complainant a receipt noting the complaint number, date received and person who received the written complaint.
3. Within 3 working days, The Town Clerk or designee will notify Town Council by e-mail the complaint number, general description of the complaint, complainant name and responsible department.
4. The appropriate Department Head will review, investigate and forward a written response to the complainant within 10 working days. If the complaint is not resolved within 10 working days, the Department Head will have an additional 30 days to resolve the complaint. Should the complaint after the additional 30 days be unresolved, written updates/responses will be provided to the complainant every 30 days until the matter is closed or resolved. Copies of response(s) to complainant should also be e-mailed to the Town Clerk or designee to meet the criteria in item 5.
5. All documents including original complaint, Town written responses, Complainant written responses or other documents submitted to or generated during the investigation will be filed in a binder in the Town Clerk's office.
6. Upon final response or resolution, the Town Clerk or designee will notify Town Council the complaint is closed.

COMPLAINTS AGAINST A TOWN ELECTED OFFICIAL(S)

1. Upon receipt of a Formal Written Complaint, the Town Clerk or designee will date stamp the complaint, assign the complaint number (next sequential number), and forward the original complaint form to the Town Manager.
2. The Town Clerk or designee will provide the complainant a receipt noting the complaint number, date received and person who received the written complaint.
3. Within 1 working day, the Town Manager will notify the Elected Official who is the subject of the complaint that a Formal Complaint has been received.
4. Within 2 working days, the Town Manager will forward a copy of the complaint to the Mayor, Vice-Mayor and Town Attorney unless the complaint is against either or both of the Mayor or Vice-

Town of Camp Verde Complaint Form Instructions

Mayor. Then the Town Manager will forward a copy of the complaint to the Town Attorney and to either the Mayor or Vice-Mayor, depending on who is not the subject of the complaint.

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5. The persons receiving a copy of the complaint will meet and decide to act directly to the complaint pursuant to Section 15.10.B of the Town of Camp Verde Council Code of Conduct or refer the complaint to an independent reviewing authority such as an attorney.
6. Within 3 working days, the Town Manager will orally brief all Council members on the fact that a complaint has been filed, the person against who the complaint has been filed and the general nature of the complaint.
7. The persons conducting the investigation must notify the complaining party no later than 30 days following the date stamp of the complaint by the Town Clerk and provide written updates to the complainant every 30 days until the matter is closed or resolved and provide progress reports to Town Council as appropriate. Copies of the response(s) to the complainant should also be e-mailed to the Town Clerk or designee to meet the criteria in item 8.
8. All documents including original complaint, Town written responses, Complainant written responses or other documents submitted to or generated during the investigation will be filed in a binder in the Town Clerk's office.
9. Upon final response or resolution, the Town Manager will report the findings to Town Council.

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Issue 13 – April 5, 2019

Legislative Update

Today is the 82nd day of session and this week the Appropriations Committees in both chambers held one of their final meetings to act on assigned bills. These committees will reconvene when the FY20 budget package is introduced. However, budget negotiations have not progressed and there are still ongoing discussions on key items, such as tax conformity, where the governor and legislative leadership have not reached an agreement.

April 23 is the 100th day of session, but with no agreement on the budget it is likely the session will extend far beyond this date. Some are speculating the session may extend to late May or early June while a budget deal is negotiated. Both chambers still have several measures left to act on and will likely move these at a moderate pace while budget discussions are still occurring. Both chambers combined have about 349 bills remaining in the process. House Rules has 107 measures to dispose of while Senate Rules has 61. The last day for conference committees to meet is April 19, and to date one bill has been referred to conference. Of the bills that are ready for a floor debate or vote, the Senate has 104 bills while the House has 76.

The House on Wednesday welcomed its newest representative, former Senate President Steve Pierce, who was appointed by the Yavapai County Board of Supervisors to replace outgoing Representative David Stringer who resigned amid an ongoing ethics investigation. Pierce was sworn into office by Vice Chief Justice Robert Brutinel to fill the vacancy left by Stringer, restoring the one vote needed by the Republicans to pass legislation in the House. Floor action had been suspended until the vacancy was filled and resumed immediately after the appointment.

Highway Safety Fee

The House Appropriations Committee approved SB1001 highway safety fee; repeal; VLT, sponsored by Michelle Ugenti-Rita (R-Scottsdale). The League testified in opposition, noting that repealing the fee will remove a dedicated funding source for the state's highway patrol and likely lead to continued Highway User Revenue Fund sweeps in future budgets that will reduce funding for street and road maintenance for cities, towns and counties.

The bill passed 6-5, with Representatives Andrade, Chávez, Espinoza, Fernandez, and Udall voting no. Please reach out to and thank these legislators for their no vote.

Over-the-Top Communication

The House Appropriations Committee approved a strike everything amendment to SB1019 S/E: TPT; over the top, with the amendment sponsored by Regina Cobb (R-Kingman). The League testified in support, indicating that *People Choice TV Corporation Inc v. City of Tucson (2002)* prohibited cities and towns from taxing live broadcast television, that we had not been taxing these transactions since that time, and we were supportive of clarifying the issue in statute.

Over the past three sessions this issue has been unnecessarily bundled in to the Digital Goods conversation and the industry consequently has been unable to have their desired clarity reflected in state statute.

The bill passed unanimously 11-0 and in the coming weeks will move to Rules, Committee of the Whole, and 3rd read for a full vote of the House.

2020 Census Outreach

A strike everything amendment to SB1424 S/E: 2020 census; appropriation; outreach was approved by the House Appropriations Committee on Thursday. The amendment was sponsored by Regina Cobb (R-Kingman) and appropriates \$5 million to the Department of Administration to contract with a vendor who will conduct a communication and outreach effort on the 2020 Census. This census will be imperative to potentially securing Arizona a 10th congressional seat as well as additional federal funds.

The bill passed 10-1 with John Fillmore (R-Apache Junction) as the lone dissenting vote.

Landlord-Tenant Issues

HB 2115 landlord tenant; state preemption, sponsored by Rep. Gail Griffin (R-Hereford), passed out of Senate COW this week and now awaits a final vote that could come at any time next week. The bill is a broad preemption of city and town authority to enact or enforce any regulations related to landlord-tenant issues.

The state Landlord-Tenant Act, which would become the only source of rights for tenants in most communities throughout the state, provide basic protections from eviction that is only enforceable through the courts. There is no state agency to assist tenants with problems with their landlords.

As such, when tenants have serious, continuous, and wide-ranging problems with landlords, the level of government that has been responsive has been at the local level. Local landlord-tenant codes have been developed in consultation with residents, landlords, and city staff and the resulting regulations have been widely accepted as reasonable, protective to both tenants and landlords, and not an impediment to housing development.

During the COW debate, it was suggested by Senator David Farnsworth (R-Mesa) that if tenants have problems they need addressed, it would be better for them to lobby at the state Capitol for the changes than ask their local elected council for help. However, a simple review of landlord-tenant legislation over the years demonstrates a clear imbalance of power when it comes to lobbying the state legislature on landlord-tenant issues. The proponents of the bill, who represent landlords, regularly lobby for laws that benefit landlords over tenants (see [HB 2358](#), which is likely to pass this year and that allow landlords to evict tenants even if they received partial payment for rent through the tenant's housing assistance). You can see from media reports that tenants are often at the mercy of unconscientious landlords and feel trapped and helpless (see this article by the [Arizona Republic](#)).

The League has continuously argued that cities and towns have responsibly addressed landlord-tenant issues for decades and helped create and sustain a healthy rental market. The state Landlord-Tenant Act provides general guidance regarding what landlords should provide to tenants, but local codes provide more specific details of what should be provided. For example, the state Act requires landlords to provide reasonable heating and cooling but does not specify what is reasonable. City codes add

those definitions which provide clarity and create a level playing field for landlords and tenants.

HB2115 is a sudden, drastic, and broad preemption that does not solve any existing problem. It will instead leave cities and towns unable to respond to bad landlords or litigious tenants in the future. Instead of solving a problem it will create new ones and establish a permanent barrier for tenants seeking relief. Please continue to voice your concerns with legislators about this bill. Your efforts are noticed and do make a difference.

Legislative Bill Monitoring

All bills being actively monitored by the League [can be found here](#).