

**MINUTES OF THE SPECIAL COUNCIL MEETING
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY**

**Monday, July 2, 2012
5:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Special Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Monday, July 2, 2012.

Present: Mayor Chris Marley; Vice-Mayor Carl Tenney; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch

Absent: Councilmember Lon Turner

Staff Present: Interim Town Manager Robert Smith; General Services Director Cecilia Watts; Town Attorney Tom Kack; Magistrate John Walker; Town Engineer/Public Works Director Ron Gritman; Utilities Supervisor Chris Bartels; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order at 5:05 p.m.

- 2)** Council may vote to hold an executive session pursuant to A.R.S. § 38-431.03(A)(1) and (A)(4) for discussion or consideration of employment, appointment, or salary for the position of Town Magistrate, and for discussion or consultation with its attorneys in order to consider its position and instruct its attorneys regarding the Town's position regarding the negotiation of a contract for the same. (Magistrate Evaluation Committee)

Council did not hold an executive session.

- 3)** Consideration and possible action to approve Employment Agreement for Presiding Magistrate with John Walker, as amended, for a three-year term effective July 1, 2012 and ending June 30, 2015, in the amount of \$85,500 for each of the first two years of this Agreement, with a possible increase for the third year of this Agreement. (Magistrate Evaluation Committee)

Mayor Marley reported that at the meeting on June 26, 2012, Council voted on a version of the subject agreement that came from the town attorney's office, not the version referred to Council by the Magistrate Evaluation Committee ("MEC").

Town Attorney Tom Kack reported that he had revised the MEC's version as follows:

- Section 2(B)(2) and (3) Termination: He removed language under good cause termination related to the Town's determination to no longer provide municipal court services, as he was trying to leave some flexibility under a subsequent provision that allowed the Town to give notice of its intent to terminate the agreement if it found it

could no longer support the Court due to financial constraints.

- Section 4 Essential Duties: He added language that made hearing officer duties an option if there were no conflicts, instead of making it mandatory, per his understanding of the MEC's intent.

Magistrate John Walker stated that:

- He questioned language that implied that the Town could elect to not fund the Court for any reason, not just financial constraints, as outsourcing the Court for other than financial reasons opened the Town to legal risk.
- He recommended striking a reference to the Town as a "former" jurisdiction, as once the Town had established a Court, it was required to keep providing it in some way by keeping it in Town, or contracting with the Justice of the Peace or other entity.
- He was willing to act as a hearing officer with or without additional compensation, but he disagreed with it being a contractual requirement.

Council discussion and comments:

- It was important that the Town have the flexibility to contract out the Court if the Town could no longer support it, but language that allowed the Town to not fund the Court for any reason might invalidate the agreement.
- The agreement needed to reference the "Justice of the Peace Court," not just "Justice of the Peace."
- One preferred to appoint a separate hearing officer altogether and strike it from the agreement, while some others preferred language proposed by Judge Walker or the MEC that reserved the option to ask him to act as hearing officer with no adjustment to his salary.

Council concluded that they would vote on the MEC's version with one change to remove the word "former" before jurisdiction.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to approve Employment Agreement for Presiding Magistrate John Walker with the following changes: Section 2(B)(3) shall read as follows: "In the event that the Town notifies the Presiding Magistrate of its intent to terminate this Agreement due to financial constraints and that can no longer provide a Municipal Court in the Town of Chino Valley, the date of termination of this Agreement shall be the date that the jurisdiction of the Chino Valley Municipal Court is actually transferred to the appropriate Justice of the Peace Court in Yavapai County or other court which has the constitutional and statutory authority to exercise jurisdiction over matters arising within the jurisdiction of Chino Valley. The Town shall provide six (6) months prior notice to the Presiding Magistrate of the Town's intent to terminate this Agreement on the above ground, and the Town may not terminate this Agreement on this ground prior to June 30, 2014." Section 4: scrub and replace the last paragraph with the Judge's wording: "While not an essential duty of his appointment, the Presiding Magistrate may serve as a Hearing Officer under the provision of Town Ordinance 10-741."

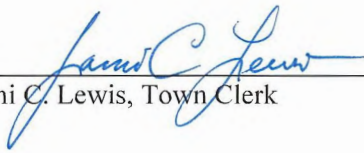
Vote: 6 - 0 PASSED - Unanimously

4) **ADJOURNMENT**

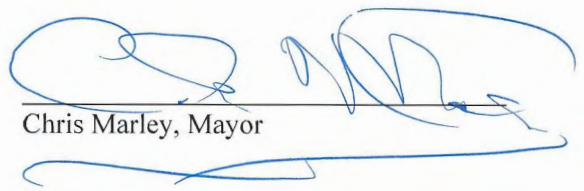
MOVED by Councilmember Darryl Croft, seconded by Councilmember Linda Hatch to adjourn at 5:47 p.m.

Vote: 6 - 0 PASSED - Unanimously

ATTEST:



Jami C. Lewis, Town Clerk

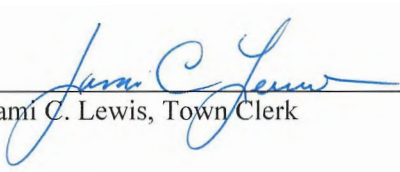


Chris Marley, Mayor

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 2nd day of July, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of September, 2012.



Jami C. Lewis, Town Clerk