



**NOTICE OF A SPECIAL MEETING OF THE COMMON COUNCIL
OF THE TOWN OF CLARKDALE
Tuesday, June 24, 2014 at 3:00 P.M.
Clark Memorial Clubhouse, Men's Lounge**

PURSUANT TO A.R.S. §38-431.02, NOTICE IS HEREBY GIVEN to the members of the Common Council of the Town of Clarkdale and to the general public that the Town of Clarkdale Common Council will hold a Special Meeting open to the public on **Tuesday, June 24, 2014, at 3:00 p.m.** in the **Clark Memorial Clubhouse, Men's Lounge, 19 N. Ninth Street, Clarkdale, Arizona.** Members of the Clarkdale Common Council will attend either in person or by telephone, video or internet conferencing. Pursuant to A.R.S. §38-431.03, the Council may vote to recess the meeting and move into Executive Session on any item, which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at www.clarkdale.az.gov and the Town Clerk's Office.

The undersigned hereby certifies that a copy of this notice was duly posted on the Community Development Building bulletin board, located at 890 Main Street, Clarkdale, Arizona on June 19, 2014 at 1:00 p.m.

Kathy Bainbridge
KATHY BAINBRIDGE
CLERK/FINANCE DIRECTOR

As a reminder, if you are carrying a cell phone, electronic pager, computer, two-way radio, or other sound device, we ask that you turn it off at this time to minimize disruption to this meeting.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR DISCUSSION AND POSSIBLE ACTION, UNLESS OTHERWISE NOTED.

1. **CALL TO ORDER**
2. **PUBLIC COMMENT** – The Town Council invites the public to provide comments at this time. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date. Persons interested in making a comment on a specific agenda item are asked to complete a brief form and submit it to the Town Clerk during the meeting. Each speaker is asked to limit their comments to five minutes.
3. **CONSENT AGENDA** - The consent agenda portion of the agenda is a means of expediting routine matters that must be acted on by the Council. All items are approved with one motion. Any items may be removed for discussion at the request of any Council Member.
 - A. **Reports** - Approval of written Reports from Town Departments and Other Agencies
 - Building Permit Report – May, 2014
 - Capital Improvements Report – May, 2014
 - Magistrate Court Report – May, 2014

Water and Wastewater Report – April, 2014
Police Department Report – May, 2014
NAIPTA Transit Report – May, 2014

- B. Proclamation for Independents Week** – Approval of a Proclamation designating June 29 – July 6, 2014 as Independents Week
- C. Facility Reimbursement Agreement for Use of Town Facilities by the Clarkdale-Jerome Lions Club** – Approval of the 2014-2015 Facility Reimbursement Agreement between the Town and the Clarkdale-Jerome Lions Club.
- D. Facility Reimbursement Agreement for Use of Town Facilities by the Clarkdale Historical Society and Museum** – Approval of the 2014-2015 Facility Reimbursement Agreement between the Town and the Clarkdale Historical Society and Museum.
- E. Facility Reimbursement Agreement for Use of Town Facilities by Made In Clarkdale, Inc.** – Approval of the 2014-2015 Facility Reimbursement Agreement between the Town and Made In Clarkdale, Inc.

NEW BUSINESS

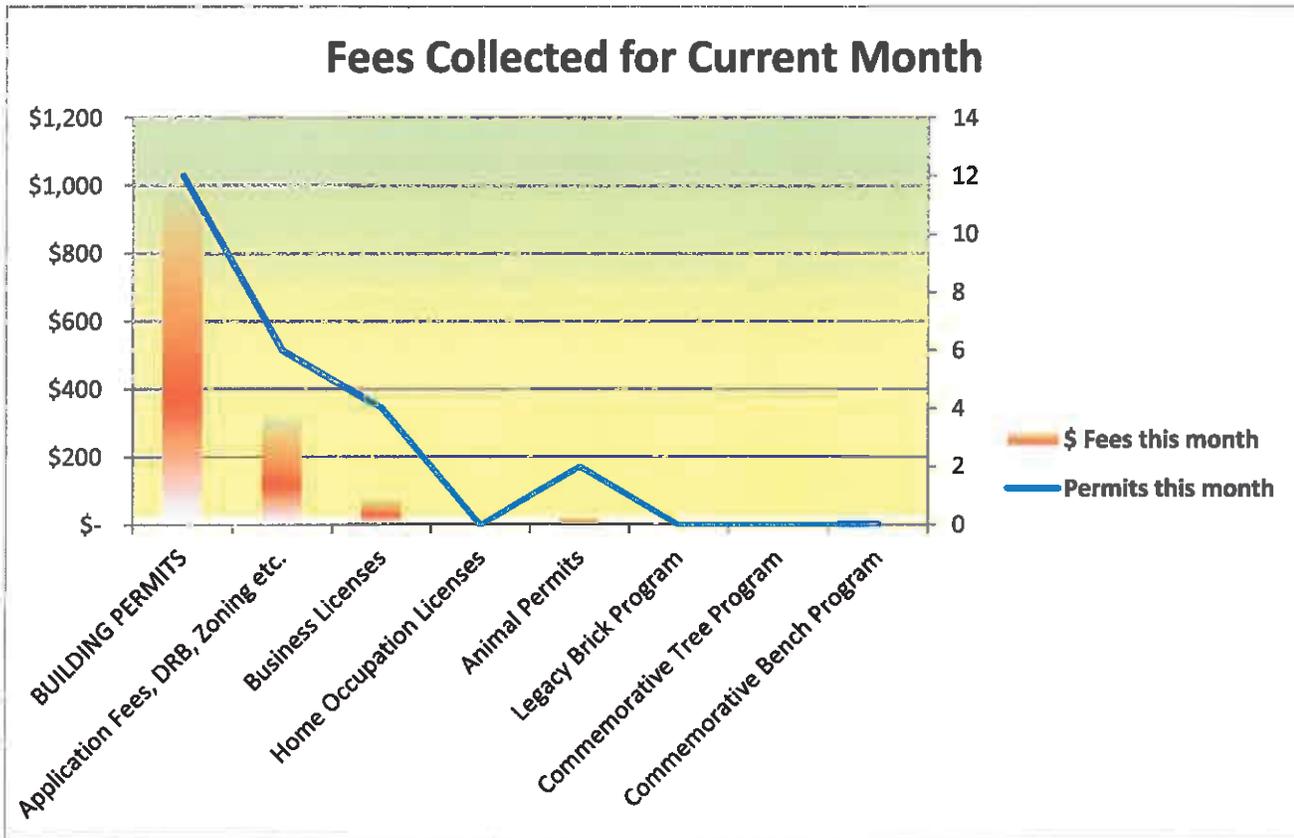
- 4. YAVAPAI COUNTY LIBRARY SUPPORT AGREEMENT** – Discussion and consideration of approving the Library Support Agreement between the Yavapai County Free Library District and the Town of Clarkdale for the Clark Memorial Library.
- 5. PUBLIC HEARING FOR CDBG PROJECTS**– Public Hearing to receive input regarding the use of FY14 federal Community Development Block Grant (CDBG) funds.
- 6. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA ABANDONING A PORTION OF FIFTH STREET AS SET FORTH IN THE PAZ AND COTA SUBDIVISION PLAT RECORDED IN BOOK 2, PAGE 128 OF THE OFFICIAL RECORDS OF YAVAPAI COUNTY** - Discussion and consideration of Resolution #1469, a resolution abandoning a portion of Fifth Street.
- 7. WORKSESSION REGARDING ORDINANCE #362 WHICH ADDS LANGUAGE TO CHAPTER 2 OF THE TOWN CODE ALLOWING FOR CHARGING OUTSIDE CONSULTANT'S FEES** - discussion regarding changes to Section 2-5-8 of the Town Code adopting language allowing for the charging of outside consultant's fees.
- 8. LOWER TAPCO OPENING** – A report regarding the opening of TAPCO RAP.
- 9. FISCAL YEAR 2014-2015 PRELIMINARY BUDGET APPROVAL** – Discussion and consideration of adoption of a Preliminary Budget for Fiscal Year 2014-2015.
- 10. FUTURE AGENDA ITEMS** - Listing of items to be placed on a future council agenda
- 11. ADJOURNMENT**

Persons with a disability may request reasonable accommodations by contacting the Town Hall at 639-2400 (TTY: 1-800-367-8939) at least 72 hours in advance of the meeting.

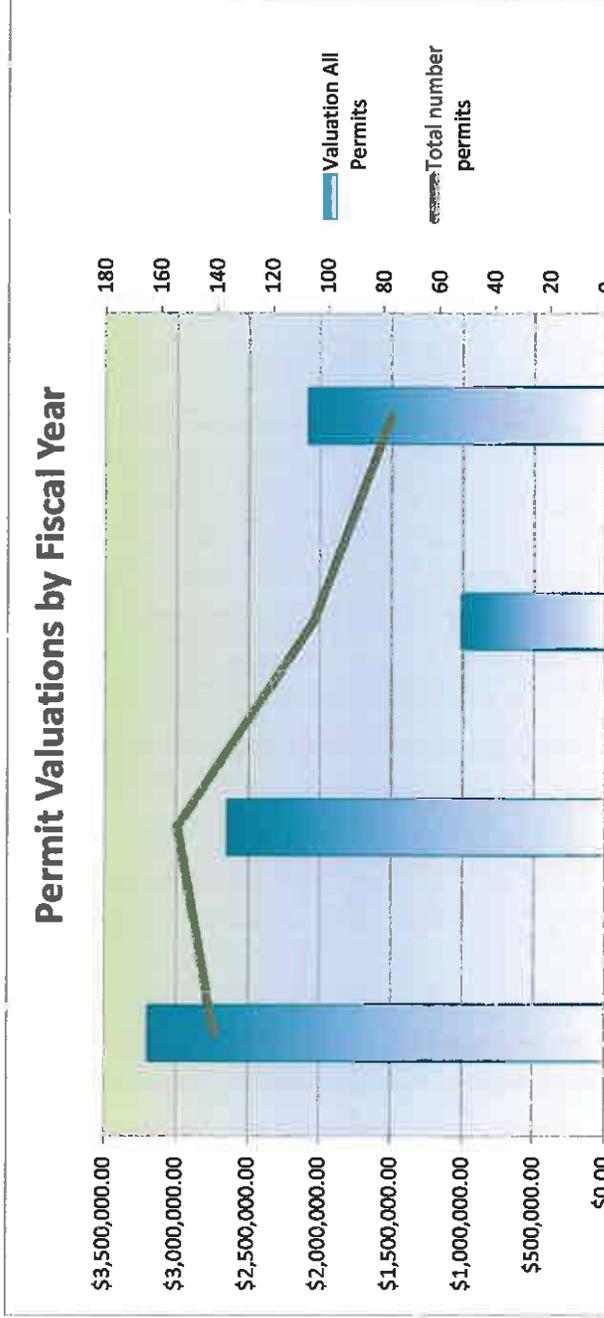
TOWN OF CLARKDALE
Community Development Monthly Report
CDD - May 2014.xlsx
Fees Collected

As of 6/2/2014

TYPE	Current Month Number	\$ Collected		
		CURRENT MONTH	FY 2013-2014	FY 2012-2013
BUILDING PERMITS	12	\$ 985.60	\$ 30,116.45	\$ 24,924.20
Application Fees, DRB, Zoning etc.	6	\$ 310.00	\$ 3,330.00	\$ 2,330.00
Business Licenses	4	\$ 75.00	\$ 6,500.00	\$ 6,125.00
Home Occupation Licenses	0	\$ -	\$ -	\$ 510.00
Animal Permits	2	\$ 20.00	\$ 480.00	\$ 385.00
Legacy Brick Program	0	\$ -	\$ -	\$ 4,915.00
Commemorative Tree Program	0	\$ -	\$ -	\$ -
Commemorative Bench Program	0	\$ -	\$ -	\$ -
TOTAL	24	\$ 1,390.60	\$ 40,426.45	\$ 39,189.20



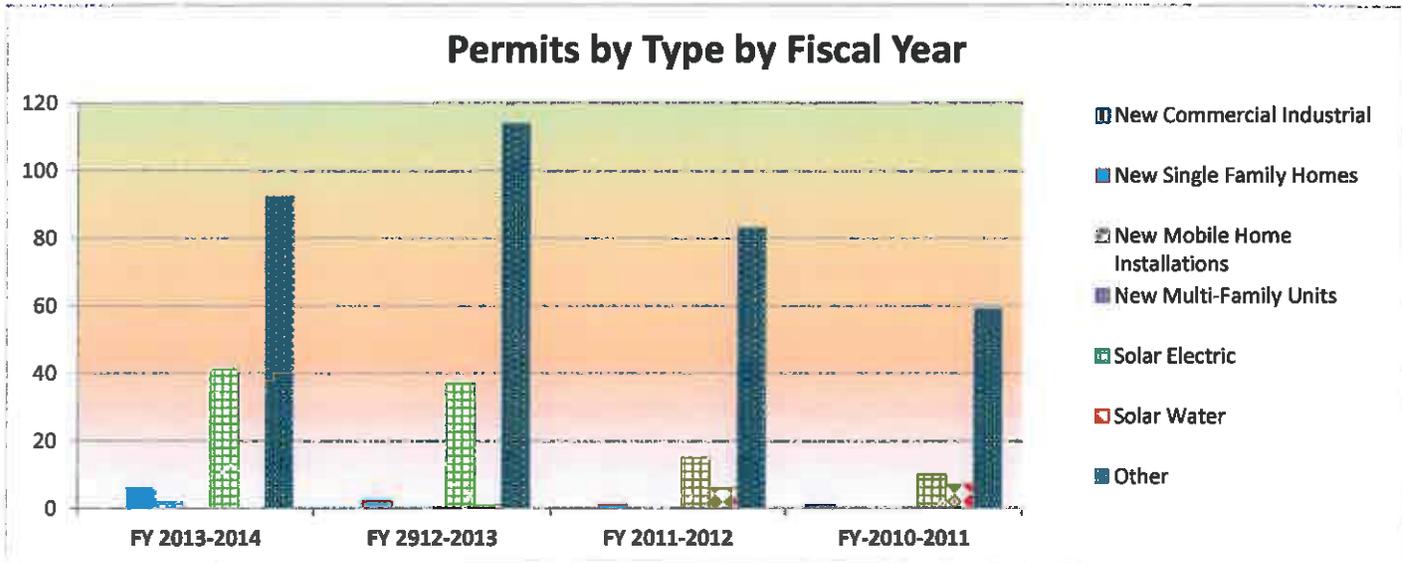
Year	Valuation All Permits	Total Number Permits
FY 2013-2014	\$3,199,464.07	141
FY 2012-2013	\$2,650,844.70	154
FY 2011-2012	\$1,013,578.00	105
FY 2010-2011	\$2,087,984.00	77



TOWN OF CLARKDALE
 Community Development Monthly Report
 CDD - May 2014.xlsx
Building Permits

As of 6/2/2014

Year	New Commercial Industrial	New Single Family Homes	New Mobile Home Installations	New Multi-Family Units	Solar Electric	Solar Water	Other
FY 2013-2014	0	6	2	0	41	0	92
FY 2012-2013	0	2	0	0	37	1	114
FY 2011-2012	0	1	0	0	15	6	83
FY-2010-2011	1	0	0	0	10	7	59



NOTE: "Other" category includes remodels, gas water line, walls, fences, accessory structures, roofing, electrical, plumbing, etc.

TOWN OF CLARKDALE
 Community Development Monthly Report
 CDD - May 2014.xlsx
 Code Enforcement

As of 6/2/2014

Month-2013	Weeds	Vehicles	Trash & Rubbish	Political Signs	Other	Total
JULY	2	0	0	0	0	2
AUG	3		2			5
SEPT	5	1	2			8
OCT	1	0	1	0	0	2
NOV	0	0	0	0	0	-
DEC	0	0	0	0	0	-
Jan-14	1		2			3
Feb-14	0	0	1	0	0	1
Mar-14	1	0	0	0	0	1
Apr-14	2	0	1	0	0	3
May-14	6	0	0	0	1	7
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TOWN OF CLARKDALE
 Community Development Monthly Report
 CDD - May 2014.xlsx
 FY Building Permit Data Entry

Building Permits by Month	New Commercial Industrial	New Single Family Homes	New Mobile Home Installations	New Multi-Family Units	Solar Electric	Solar Water	Other	Total
JUL	0	0	0	0	9	0	7	16
AUG	0	0	0	0	4	0	8	12
SEP	0	1	0	0	0	0	7	8
OCT	0	0	0	0	9	0	7	16
NOV	0	0	0	0	6	0	7	13
DEC	0	1	1	0	3	0	15	20
JAN	0	0	0	0	5	0	5	10
FEB	0	2	0	0	0	0	9	11
MAR	0	0	1	0	0	0	5	6
APR	0	2	0	0	2	0	13	17
MAY	0	0	0	0	3	0	9	12
JUN	0	0	0	0	0	0	0	0
TOTALS	0	6	2	0	41	0	92	141

Permit Valuations by Month	\$ Valuation
JUL	\$ 214,988
AUG	\$ 208,977
SEP	\$ 221,034
OCT	\$ 586,670
NOV	\$ 128,439
DEC	\$ 396,127
JAN	\$ 115,059
FEB	\$ 466,000
MAR	\$ 241,575
APR	\$ 522,621
MAY	\$ 97,975
JUN	
TOTALS	\$ 3,199,464

Utilities Department Capital Improvements Projects – Update: June 1, 2014

Priority	Issue	Action Steps	Due Date	Assigned To	Comments
1	Wastewater Treatment Plant	New Wastewater Treatment Facility		Utilities	

1-01-12 – WIFA approved the Clean Waters funding application for \$5,500,000.00 at their September 18, 2011 WIFA Board Meeting. The first draw on the WIFA loan will be submitted to WIFA in January 2012.

The new sewer rate increase went into effect with the January 2012 Utilities billing.

The new PTM sewer force main has been completed and construction by the PTM contractor has started on the two (2) sewer pump stations.

Felix Construction has started the demolition of the Desert Oasis WWTP and on 12/28/11 the removed tankage was transported to the staging area at the Fisher House. SEC continues to work on the WWTP design and with ADEQ for the permitting process for the new APP for this facility. We should have an updated cost projection for the new electrical service for the WWTP site by the end of January 2012. We changed the design scope to run the new service underground the entire way from the Verde Valley Christian Church site to the WWTP site. The new electric service had been designed to run overhead when crossing Tuzigoot Road.

2-01-12 – WIFA approved the Clean Waters funding application for \$5,500,000.00 at their September 18, 2011 WIFA Board Meeting. The first draw on the WIFA loan was submitted to WIFA on January 5, 2012.

The second draw on the WIFA loan will be submitted to WIFA on February 9, 2012.

SEC continues to work on the WWTP design and with ADEQ for the permitting process for the new APP for this facility. The updated cost projection for the new electrical service for the WWTP site is \$205,000.00. The preliminary cost estimate for this work was \$250,000.00 so the actual cost came in \$45,000.00 less than the preliminary cost estimate despite the change in the scope of work which runs the new service underground the entire way from the Verde Valley Christian Church site to the WWTP site. The previous scope called for the new electric service to run overhead when crossing Tuzigoot Road.

4-01-12 – The design for the overall WWTP is over 60% completed with certain areas, such as the effluent pump station and the site plan design work approximately 80-90% complete. Construction started on the APS electrical upgrade the last week of March 2012.

5-01-12 – The design for the overall WWTP is scheduled to be completed by June 12, 2012. Construction started on the stabilization lagoon by-pass on 5/14/12.

6-01-12 – The 100% design plans for the overall WWTP are scheduled to be completed by June 18, 2012, 90% plans will be distributed for review & comments by June 7, 2012. The stabilization lagoon has been dewatered and the by-pass system is sending treated effluent to the land disposal area.

- 7-01-12** – The 100% design plans for the overall WWTP are now scheduled to be completed by July 12, 2012, 90% plans have been distributed for review & comments. The stabilization lagoon has been dewatered and the by-pass system continues to send treated effluent to the land disposal area.
- 8-01-12** – The 100% design plans for the overall WWTP are completed and were used to determine pricing for GMP #3. The stabilization lagoon has been dewatered and the sludge has been removed from this lagoon.
- 9-01-12** –GMP #3 was approved by the Council at the August 14th Regular Council Meeting. The contractor is filling in the stabilization lagoon and creating the effluent holding pond. To this date the effluent & influent pump stations have been poured and the piping connections have been started.
- 11-01-12** – The contractor has installed the effluent & influent pump stations and the effluent has been out on-line allowing the contractor to return the Baker pumps we were using to by-pass treated effluent. This will save the Town about \$3,000/week in rental costs for the Baker pumps.
- 12-01-12** – The contractor has started erecting the biological treatment unit (BTU) tankage. The underground piping has been installed and concrete pads poured for the blower building & belt press. Electrical conduits have been extended from the new APS service to the BTU. Work has started on the new retaining wall along the wash by the headworks.
- 2-01-13** – The biological treatment unit (BTU) tankage are 95% complete with the welding and painting completed and tested. The underground piping on the site has all been installed and tested. APS is schedule to pull the new wires for the upgraded electrical service to the WWTP site in early February 2013. The new retaining wall along the wash by the headworks and the site security fencing has been completed. Permitting and operator training are scheduled to be completed during March 2013 so the new plant can be put on-line by the end of March 2013.
- 3-01-13** – The biological treatment unit (BTU) tankage is complete with the all welding and painting finished and tested. The underground piping on the site has all been installed and tested. APS pulled the new wires for the upgraded electrical service to the WWTP site in late February 2013. Permitting is scheduled to be completed during March 2013 and operator training will begin in early April 2013. The new plant is scheduled to be on-line by the April 5, 2013.
- 4-01-13** – The biological treatment unit (BTU) is scheduled for startup and operator training in early April 2013. The next milestone for this project is the sludge removal from the aerated lagoon.
- 5-01-13** – The biological treatment unit (BTU) was put on-line April 9, 2013 using 50,000 gallons of seed sludge from Sedona. The operators received training on the operation of the new facility in early April 2013. The contractor has scheduled the belt press start up by the middle of May 2013 and to start the sludge removal from the aerated lagoon by the end of May 2013.
- 6-01-13** – The contractor started the belt press up the middle of May 2013 and started the sludge removal from the aerated lagoon by the end of May 2013. Sit work on roads & driveways on-site at the WWTP. Sludge removal from the aerated lagoon is the last major phase of the WWTP project that needs to be completed prior to a facility dedication early this fall.
- 7-01-13** – The contractor has two major items left for the WWTP project. One item is the sludge removal from the aerated lagoon and preparing that lagoon for use as an effluent holding pond, the second item is site work on roads & driveways on-site at the WWTP.

Sludge removal from the aerated lagoon is the last major phase of the WWTP project that needs to be completed prior to a facility dedication early this fall. The monsoon seasonal rains have negatively impacted the sludge removal and sludge drying process.

9-01-13 – The contractor has removed the sludge from the aerated lagoon and by the end of September 2013 all sludge should be removed from the site and the contractor will then sample the lagoon as per Clean Closure requirements. They will also be preparing the aerated lagoon for use as an effluent holding pond by installing an effluent pipe from the new holding pond to the effluent pump station. The pipe connecting these two units should be installed by the second week of September. The last major item to be completed will then be the site work on roads & driveways and the on-site landscaping at the WWTP.

10-01-13 – The contractor has removed all the sludge from the aerated lagoon and has sampled the lagoon as per Clean Closure requirements. We are waiting for the results for that sampling. The aerated lagoon has been converted for use as an effluent holding pond by installing an effluent pipe from the new holding pond to the effluent pump station. The site work on roads & driveways and the on-site landscaping at the WWTP has been completed and the contractor is working on punch list items. The WWTP dedication will be held on 10/29/13 at 10:00am.

11-01-13 – The contractor has finished all the construction and dealt with all the punch list items except for an issue with a chemical pump not showing up on the SCADA system. This item will be addressed in November 2013. We are waiting for the results from the Clean Closure sampling before putting the new north effluent holding pond on-line. The WWTP dedication was held on 10/29/13 at 10:00am.

1-01-14 – The contractor has finished all the construction and dealt with the punch list items. We have received the results from the Clean Closure sampling and received approval to put the new north effluent holding pond on-line in December 2013. The new north effluent holding pond is scheduled to be put on-line January 2, 2014. We are waiting for the as-built plans for the new WWTP which we should receive in January 2014. After receiving those items we can close out this project with WIFA.

2-01-14 – The north effluent holding pond was put on-line in January 2014. We have received the as-built plans and are working with WIFA to close out this project. On February 6, 2014 I have scheduled an energy audit of the new WWTP with APS to determine options to lower the energy costs for operating the new system.

3-01-14 – On February 6, 2014 APS did an energy audit of the new WWTP to determine options to lower the energy costs for operating the new system. APS recommended that we install a variable frequency drive (VFD) on each blower to reduce energy costs. We received a quote from Grand Canyon Pump & Supply for two new VFDs for the system blowers at a cost of \$18,000 for the two VFDs.

The DanFloss VFDs are the same type of VFD that was installed on the Mountain Gate well. It is intended that we installed the VFDs in-house.

4-01-14 – We have received a quote from Grand Canyon Pump & Supply for two new VFDs for the wastewater treatment plant system blowers at a cost of \$18,000 for the two VFDs. This quote is for the purchase of the VFDs only and we intend to install the VFDs in-house with assistance from Grand Canyon Pump & Supply. Total cost including installation should be less than \$25,000 and will be funded from the WIFA loan

5-01-14 –Grand Canyon Pump & Supply is researching options to reduce electrical costs at the WWTP. They quoted two new VFDs for the wastewater treatment plant system blowers at a cost of \$18,000. This quote is for the purchase of the VFDs only and we intend to install the VFDs in-house with assistance from Grand Canyon Pump & Supply. Total cost including installation should be less than \$25,000 and will be funded from the WIFA loan. We are waiting for the blower manufacturer to confirm the amount of electrical savings that can be realized from installing VFDs on the blowers. Once we have confirmed the savings we will moved forward with the upgrades.

6-01-14 –Staff has made changes to the blower intake and discharge to reduce electrical usage by the blowers. We are waiting for a final proposal and confirmation from Grand Canyon Pump that switching to VFDs on the WWTP blowers will result in anticipated electrical savings.

Priority	Issue	Action Steps	Due Date	Assigned To	Comments
1	Reclaimed Water	Create Reclaimed Water Master Plan		Utilities	

2011 - No further progress on reclaimed water master plan.

2012 - No further progress on reclaimed water master plan.

2013 - As of 5/1/2013 no further progress on the reclaimed water master plan.

2014 – As of 1/1/14 no further progress on the reclaimed water master plan.

Priority	Issue	Action Steps	Due Date	Assigned To	Comments
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Utilities Department Capital Improvements Projects – Update: June 1, 2014

1	Water System Improvements	Arsenic Removal System Lower Clarkdale Water Line Replacement Project Mescal Well	Utilities	
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6-01-12 There are no new developments on the Mescal well project.

Fann Environmental projects:

- Fann has completed the design for the new pH control system at the arsenic removal facility switching from hydrochloric acid (HCL) to carbon dioxide (CO2) and the equipment has been ordered with a mid-June delivery date.
- The corrosion control study for the Town of Clarkdale water distribution system has been completed and sent to ADEQ for review and approval.
- The system design and cost projections for the Yavapai College Viticulture Program connection to the Haskell Springs well site is scheduled to be completed by mid-June.

7-01-12 There are no new developments on the Mescal well project.

Fann Environmental projects:

- Fann has completed the design for the new pH control system at the arsenic removal facility. The new equipment has been delivered and we will contact Fann Environmental to schedule installation of the new system.
- We have received the ADEQ Exemption Approval for the new corrosion control system for the water distribution system.
- The system design and cost projections for the Yavapai College Viticulture Program connection to the Haskell Springs well site is completed and has been sent to the College for review. We will be meeting with the College in July to discuss next steps for this project. Council approved the new Raw Water Conservation Rate at the 7/10/12 meeting.

8-01-12 There are no new developments on the Mescal well project.

We are in contact w/ WIFA to investigate funding for the Twin 5s Water Main Replacement Project.

Fann Environmental projects:

- Fann has completed the design for the new pH control system at the arsenic removal facility. The new equipment has been delivered and Fann Environmental has schedule installation of the new pH control system the week of 8/13/12.
- We have received the ADEQ Exemption Approval for the new corrosion control system for the water distribution system. We intend to have this system up and operational by the beginning of September 2012.
- The system design and cost projections for the Yavapai College Viticulture Program connection to the Haskell Springs well site are completed and have been sent to the College for review. We have requested a meeting with the College in August to discuss next steps and direction for this project. Council had approved the new Raw Water Conservation Rate at the 7/10/12 meeting.

9-01-12 On August 14th we submitted a funding application to WIFA for the Twin 5s Water Main Replacement Project. The engineers cost estimate is \$1,800,000 (includes a \$200,000 contingency) and WIFA has indicated that there is \$800,000 in forgivable principal available for this project. \$800,000 would need to be financed by the Town.

Fann Environmental projects:

- Fann has completed the installation of the new pH control system at the arsenic removal facility. We have received the ADEQ
- We have obtained the Exemption Approval for the new corrosion control system for the water distribution system. We intend to have this system up and operational by the beginning of September 2012.
- The Yavapai College Vitaculture raw water connection to Haskell Springs has been put on-hold until the College, Town, &

Cottonwood can meet to discuss the possibility of using Cottonwood's effluent as a water source for this project.

11-01-12 WIFA approved funding for the Twin 5s Water Main Replacement Project. The engineers cost estimate is \$1,800,000 (includes a \$200,000 contingency) and WIFA has indicated that there is \$800,000 in forgivable principal available for this project. \$800,000 would need to be financed by the Town. We now have 100% design plans and will be coordinating stake holder meetings with area residents before the end of the year.

12-01-12 WIFA approved funding for the Twin 5s Water Main Replacement Project and the closing for the loan is scheduled for 12/14/12. Meetings with stake holders will start in December 2012. It is necessary to secure easements from property owners along Old Jerome Highway, from 89A to Lanny Lane, for this project. We will request easements for both the utilities & road on that section of Old Jerome Highway. We have requested pricing for this project from Felix Construction & Fann Environmental, both of whom we have used in the past under the JOC procurement process.

2-01-13 WIFA approved funding for the Twin 5s Water Main Replacement Project and the project was awarded to Felix Construction under a JOC for an amount not to exceed \$1,585,885.00. Since it is necessary to secure easements from property owners along Old Jerome Highway, from 89A to Lanny Lane, for this project we will request easements for both the utilities & road on that section of Old Jerome Highway. This will allow the Town to redevelop that section of Old Jerome Highway to bring this roadway up to the standards for a public road. This section would then be classified as a residential collector road. This construction for this project is scheduled to start by the third week in February 2013.

3-01-13 WIFA approved funding for the Twin 5s Water Main Replacement Project and the project was awarded to Felix Construction under a JOC for an amount not to exceed \$1,585,885.00. This construction project started February 22, 2013.

4-01-13 This construction project started February 22, 2013 and the contractor has installed new main up to the pioneer cemetery along Minerich Road by the end of March 2013.

5-01-13 The Twin 5s construction project started February 22, 2013 and by May 1st the contractor has installed approximately 90 % of the new 12" C900 water main. We are preparing Change Order #1 for this project which expands the scope of the project to install a new water main and related infrastructure along Coyote Hill. Staff will request Council action on Change Order #1 at the first Council Meeting in May 2013.

Works continues on the replacement water main along Benatz Trail looping the water system from Broadway to Zuni. This work is being done in-house.

6-01-13 The Twin 5s construction project started February 22, 2013 and by May 31st the contractor had installed and tested all of the new 12” C900 water main. At the May 14, 2013 Town Council Meeting the Town Council approved Change Order #1 for this project which expands the scope of the project to also install a new water main and related infrastructure along Coyote Hill. The contractor has schedule to start work on Coyote Hill the second week of June 2013.

Works continues on the replacement water main along Benatz Trail looping the water system from Broadway to Zuni. This work is being done in-house. We have secured the final two utility easements that were necessary for this project and will schedule finishing installation of this water line ASAP with consideration of staff’s current workloads.

7-01-13 The Twin 5s construction project is currently on-hold awaiting the Approval To Operate (ATO) from the County. The contractor started work on Coyote Hill the second week of June 2013 and was finished with the bulk of construction on Coyote Hill by July 1, 2013. As soon as the contractor receives the ATO from the County he will schedule making the final tie-ins and service connections.

The replacement water main along Benatz Trail (looping the water system from Broadway to Zuni) is done except for the section from the Benatz Trail to Zuni. We have secured the final two utility easements for this section that were necessary for this project. This work is being done in-house and we will schedule finishing installation of this water line with consideration of staff’s current workloads.

9-01-13 The Twin 5s majority of the construction for this project is completed and we have received the Approval To Operate (ATO) from the County. ANE will switch from the Twin 5s to the new mains, install service connections, and finish punch list items in September 2013.

The replacement water main along Benatz Trail (looping the water system from Broadway to Zuni) is currently on-hold. The last section of this main left to install is from the Benatz Trail to Zuni. We have secured the final two utility easements necessary for this section and will schedule this work as soon as possible. This work is being done in-house and we will schedule finishing installation of this water line with consideration of staff’s current workloads.

10-01-13 The Twin 5s are completed and are in-service. ANE will be paving and taking care of punch list items the beginning of October 2013.

The replacement water main along Benatz Trail (looping the water system from Broadway to Zuni) is currently on-hold, but we hope to restart this project soon. The last section of this main left to install is from the Benatz Trail to Zuni. This work is being done in-house and we will schedule finishing installation of this water line with consideration of staff’s current workloads.

10-01-13 The Twin 5s are completed and are in-service. ANE took care of paving and punch list items during October 2013.

The replacement water main along Benatz Trail (looping the water system from Broadway to Zuni) is currently on-hold, but we hope to restart this project soon. The last section of this main left to install is from the Benatz Trail to Zuni. This work is being done in-house and we will schedule finishing installation of this water line with consideration of staff’s current workloads.

1-01-14 The Twin 5s are completed and are in-service. We are waiting for the engineers certification and as-built plans so that we can close out this project with WIFA.

The replacement water main along Benatz Trail (looping the water system from Broadway to Zuni) is currently on-hold. This work is being done in-house and we will schedule finishing installation of this water line with consideration of staff's current workloads.

2-01-14 The Twin 5s are completed and are in-service. We have received the engineer's certification of completion and as-built plans and we have closed out this project with WIFA. The replacement water main along Benatz Trail (looping the water system from Broadway to Zuni) is progressing slowly. This work is being done in-house and we will schedule finishing installation of this water line with consideration of staff's current workloads.

3-01-14 The Twin 5s Water Main Replacement Project has been closed out with WIFA.

Work continues replacing the old water main along Benatz Trail (looping the water system from Broadway to Zuni) and is progressing slowly. This work is being done in-house and we will schedule finishing installation of this water line with consideration of staff's current workloads.

4-01-14 Work continues replacing the old water main along Benatz Trail (looping the water system from Broadway to Zuni) with the Benatz Trail section completed, tested, and in-service. In April staff will start the installation of the loop from the Benatz Trail to Zuni to complete the project and loop the distribution system. This work is being done in-house and we will schedule finishing installation of this water line with consideration of staff's current workloads.

5-01-14 Work continues replacing the old water main along Benatz Trail (looping the water system from Broadway to Zuni) with the Benatz Trail section completed, tested, and in-service. In April staff will start the installation of the loop from the Benatz Trail to Zuni to complete the project and loop the distribution system. This work is being done in-house and we will schedule finishing installation of this water line with consideration of staff's current workloads. We are within forty (40') feet of making the final connection on Zuni and testing this section of water main.

6-01-14 The new water main along Benatz Trail and the loop from the Benatz Trail to Zuni have been completed, tested, and are in-service. In June staff will adjust the pressure regulating valves on Broadway and Centerville Road and allow the Centerville Road mains to feed water to Lower Town and adjacent areas. The Broadway and Main Street PRVs will be adjusted so that they will feed water into Lower Town and the adjacent areas in periods of high water demand.

**CLARKDALE MAGISTRATE COURT
MONTHLY STATISTICAL REPORT**

New Filings	JULY - DEC 2013	JAN 2014	FEB 2014	MARCH 2014	APRIL 2014	MAY 2014	JUNE 2014	FY -YTD
Criminal Traffic	8	0	0	4	0	0		12
Misdemeanors	82	5	3	20	8	7		125
DUI	6	0	0	1	0	0		7
Domestic Violence ¹	9	0	0	3	1	0		13
Civil Traffic	43	8	13	9	7	7		87
Local Ordinances	33	0	0	0	3	3		39
OOP/Injunctions ²	2	1	0	0	0	2		5
Total Filings	183	14	16	37	19	19	0	288
Initials/Arraignments	41	5	3	16	7	13		85
Reviews/Order Show Cause	17	1	6	2	9	2		37
Civil Traffic Hearings	1	0	0	1	0	1		3
Change of Plea	12	7	1	2	7	2		31
Juvenile Hearings ³	0	0	0	0	0	0		0
Warrants Issued ⁴	24	13	1	7	14	10		69
Bench Trials Held	1	0	0	0	0	0		1

Court Enhancement ⁵	\$ 528.54	\$ 75.38	\$ 109.40	\$ 107.30	\$ 69.11	\$ 171.12		\$ 1,060.85
JCEF to Town ⁶	\$ 126.00	\$ 7.00	\$ 49.00	\$ 29.69	\$ -	\$ 88.72		\$ 300.41
State Treasurer	\$ 9,484.08	\$ 1,387.26	\$ 4,907.77	\$ 3,374.91	\$ 1,135.19	\$ 2,926.93		\$ 23,216.14
Town General Fund	\$ 7,381.09	\$ 1,026.64	\$ 2,464.37	\$ 2,833.37	\$ 1,679.52	\$ 2,718.68		\$ 18,103.67
County/Jail	\$ 125.50	\$ 9.21	\$ -	\$ -	\$ 3.44	\$ 5.24		\$ 143.39
Deferred Prosecution Fees ⁷	\$ 970.00	\$ 150.00	\$ -	\$ 200.00	\$ 650.00	\$ 50.00		\$ 2,020.00
Court Appointed Attorney ⁸	\$ 125.00	\$ -	\$ 145.00	\$ -	\$ -	\$ 80.00		\$ 350.00
Citing Agency Revenue	\$ 125.00	\$ 36.89	\$ 33.95	\$ 28.36	\$ 13.76	\$ 20.97		\$ 258.93
Monies to FARE ⁹	\$ 644.77	\$ 52.76	\$ 617.44	\$ 717.87	\$ 129.90	\$ 742.96		\$ 2,905.70

¹ Those designated domestic violence (DV) per ARS 13-3601

² These include an Order of Protection (OOP) and Injunction Against Harassment (IAH).

³ Limited to traffic, liquor, graffiti, tobacco, curfew, truancy, or local ordinances (ARS 8-323.B)

⁴ Includes Failure to Appear (FTA) and Failure to Pay (FTP)

⁵ By Resolution #1419 (1/8/13) \$18.30 with surcharge 83% for court operational and technological upgrade

⁶ Primarily \$7 of the statutory \$20 time payment plan fee (ARS 12-116.B) to be used for court improvements

⁷ Administration costs (\$1 to \$500) determined by prosecutor and paid to the Town per Resolution #1419

⁸ \$25 minimum per Resolution #1419, and court can order more based on financial statement of defendant

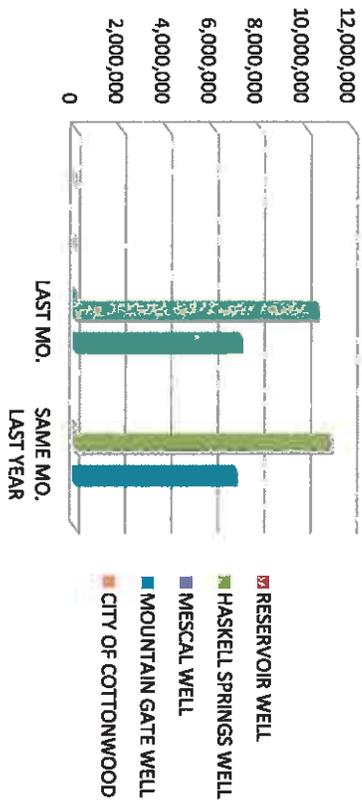
⁹ Statewide collections enforced with license holds and tax intercepts – Imposes 1.9% surcharge on the amount

April, 2014

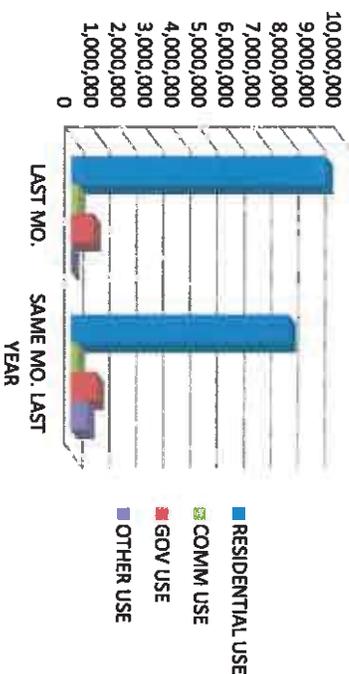
UTILITIES DEPARTMENT WATER/WASTEWATER MONTHLY REPORT

DATE ENDING: 4/30/14	ALL WATER USE IN GALLONS	YEARS BASED ON CALENDAR YEARS		DEPTH TO WATER LEVEL		DEPTH TO WATER LEVEL SAME MO. LAST YEAR	
Water System		YTD	LAST YEAR	STATIC	DYNAMIC	DYNAMIC	
RESERVOIR WELL	N/A						
HASKELL SPRINGS WELL	10,500,000	11,096,000	0		197.5	185.3	
MESCAL WELL							
MOUNTAIN GATE WELL	7,185,000	6,977,000					
CITY OF COTTONWOOD							
TOTAL PRODUCTION	17,685,000	18,073,000					
WATER USE	LAST MO.	SAME MO. LAST YEAR	YTD	LAST YEAR RESIDENTIAL GPCD*		YTD RESIDENTIAL GPCD**	TOTAL LAST YEAR WATER GPCD***
# RESIDENTIAL ACCTS	1,718	1,701		57		45.3	68
# COMM ACCTS	27	32					
# GOV ACCTS	24	18					
# OTHER ACCTS	8	23					
# INDUSTRIAL	5						
TOTAL ACCTS	1,782	1,774					
RESIDENTIAL USE	9,499,821	8,140,777	25,220,904	*95,661,265/1,709/365/2.7			
COMM USE	286,504	284,012	950,505	**25,220,904/1,718/120/2.7			
GOV USE	860,014	992,144	2,853,343	***19,310,883/1,778/365/2.7			
OTHER USE	60,012	636,378	680,657				
INDUSTRIAL USE	45,960		128,489				
TOTAL CLARKDALE USE	10,752,311	10,053,311	29,833,898				
Cottonwood Ranch	2,330,000	1,729,000	8,558,000				
TOTAL OTHER USE	2,330,000	1,729,000					
TOTAL USE	13,082,311	11,782,311	38,391,898				
COMMENTS: APR	Water Call Outs						
Water Main Repair: 0	2						
Water Service Repair: 3							
Wastewater System	ALL WASTEWATER TREATED IN GALLONS (INFLUENT)		YTD	LAST YTD			
# ACCTS	LAST MO.	SAME MO. LAST					
	1,034	1,023					
WASTEWATER TREATED	4,667,118	4,049,635	17,349,411	14,842,847			

PRODUCTION



WATER USE



**CLARKDALE POLICE DEPARTMENT
MONTHLY REPORT
May 2014**

(all data taken from Offense fields)

	CURRENT MONTH	PREVIOUS MONTH	% CHANGE	YEAR TO DATE	PREVIOUS YEAR TO DATE	% CHANGE
	May 2014	Apr 2014		Jan - May 2014	Jan - May 2013	

* Primarily Level of Effort Activities

Traffic						
Collision - Property Damage	5	1	400.0	19	13	46.2
Collision - Injury/Fatal	0	1	(100.0)	1	3	(66.7)
DUI Arrests *	1	0	100.0	3	2	50.0
Citations *	12	5	140.0	55	44	25.0
Written Warnings *	24	17	41.2	208	120	73.3
Traffic Stops *	38	25	52.0	279	217	28.6
Parking *	0	0	0.0	5	5	0.0
Total Traffic	80	49	63.3	570	404	41.1

Uniform Crime Reporting (UCR) Crimes						
Index Violent Crimes (Crimes Against Persons)						
Homicide	0	0	0.0	0	0	0.0
Sexual Assault	0	0	0.0	0	1	(100.0)
Robbery	0	0	0.0	0	0	0.0
Aggravated Assault	0	0	0.0	0	0	0.0
Total Violent Crimes	0	0	0.0	0	1	(100.0)
Index Property Crimes						
Burglary	1	0	100.0	7	11	(36.4)
Theft	2	2	0.0	7	25	(72.0)
Auto Theft	0	0	0.0	0	1	(100.0)
Arson	0	0	0.0	0	0	0.0
Total Property Crimes	3	2	50.0	14	37	(62.2)
Crime Rate						
Index Crimes	3	2	50.0	14	38	(63.2)
Index Crime Rate (per 100,000)	0.1229	0.0819	50.0	0.5736	1.5569	(63.2)
Town Population	4,097	4,097	0.0	4,097	4,097	0.0

Other Crimes						
Assault	0	1	(100.0)	7	0	700.0
Criminal Damage	6	5	20.0	19	16	18.8
Disorderly Conduct	3	4	(25.0)	17	10	70.0
Domestic Violence	5	3	66.7	15	3	400.0
Drug Offenses *	0	0	0.0	0	0	0.0
Neighbor Disputes	0	0	0.0	0	0	0.0
Trespass	1	1	0.0	6	4	50.0
Juvenile Disturbance	2	3	(33.3)	18	7	157.1
Harassment	1	2	(50.0)	7	6	16.7
Animal Offenses *	31	22	40.9	119	90	32.2
Other Town Ordinances *	11	5	120.0	28	26	7.7
All Other Offenses	28	27	3.7	127	141	(9.9)
Total Other Crimes	88	73	20.5	363	303	19.8

**CLARKDALE POLICE DEPARTMENT
MONTHLY REPORT
May 2014**

(all data taken from Offense fields)

	CURRENT MONTH	PREVIOUS MONTH	% CHANGE	YEAR TO DATE	PREVIOUS YEAR TO DATE	% CHANGE
	May 2014	Apr 2014		Jan - May 2014	Jan - May 2013	
Other Activities						
Alarms	5	6	(16.7)	26	15	73.3
Doors/Windows Open	0	0	0.0	1	0	100.0
Suspicious Persons/Vehicles	19	17	11.8	67	55	21.8
Weapon Offenses	0	0	0.0	2	1	100.0
Citizen Assists	28	39	(28.2)	114	132	(13.6)
Serve Papers	1	2	(50.0)	4	6	(33.3)
EMS/Rescue/Fire Calls (Clarkdale)	9	2	350.0	40	15	166.7
Assist Other LE Agencies	17	21	(19.0)	73	44	65.9
Assist From Other LE Agencies	7	11	(36.4)	56	45	24.4
Total Other Activities	86	98	(12.2)	383	313	22.4
Total All Categories Above	257	222	15.8	1,330	1,058	25.7
House Watch						
House Watch (Total Houses Per Month)	12	10	20.0	44	57	(22.8)
Arrests						
Adult	2	8	(75.0)	34	11	209.1
Juvenile	0	0	0.0	8	1	700.0
Total Arrests	2	8	(75.0)	42	12	250.0
Reserve Time	0	0	0.0	0	0	0.0
Volunteer Time	1	1	0.0	5	5	0.0

Traffic

During the month of May five traffic accidents were reported. A hit and run was reported in Mountain Gate where damage was caused to a parked vehicle by an unknown driver. A second hit and run was identified when damage was found to the stop sign at Main and 16th Streets. The remaining three accidents included an unsafe lane change on Hwy89A, failure to yield at Main and Broadway and a private property accident in the Bent River area. No injuries were reported as the result of the accidents. One arrest for DUI was made by a Clarkdale officer while assisting with a sobriety check point in Cottonwood.

Crime

During the month of May no violent crimes were reported. Property crimes reported, included one burglary and two thefts. The burglary involved the theft of glass art items from a local art studio. One theft involved unsecured property taken from the rear of a pickup and the other theft was reported as a theft of prescription medication.

Five reports of domestic violence were reported. One resulted in a suspect being charged with disorderly conduct, and in another case a subject was charged with criminal damage. Two cases of criminal damage to vehicle windows in the Foothills Terrace area were reported. There was also one reported incident of graffiti on town property on Black Hills.

Clarkdale officers made a total of two arrests during the month of May. The first arrest was the result of a DUI and the second involved domestic violence.

Please note that over the last year our method for capturing and reporting crime statistics has been an evolving process. We believe that eight months ago our agency came into compliance with the industrial standards for proper and acceptable statistical crime reporting. Subsequently current monthly and yearly comparisons may not be a proper representation of actual fluctuations in crime as much as they may represent the change in reporting procedures.

End of Report

Verde Lynx

Weekday - Commuter		Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
Passenger Totals - A Route		3,632	3,784	3,638	3,617	3,661	2,906	2,832	2,821	2,444	2,802	3,406	2,993	
Passenger Totals - B Route									258	682	814	912	850	
Avg Passengers per Day		182	172	165	172	159	145	135	140	156	172	196	175	0
Avg Passenger per Hour		16.51	15.64	13.78	14.35	13.26	12.11	11.24	9.50	8.56	9.44	10.74	9.56	#DIV/0!
Vehicle Revenue Hours		220	242	264	252	276	240	252	324	365	383	402	402	
Vehicle Revenue Miles		7,084	7,792	7,776	7,447	8,151	7,085	7,474	9,617	10,754	11,167	11,684	11,648	
Vehicle Service Hours		280	308	308	294	322	280	294	371	405	425	445	445	
Vehicle Service Miles		7,150	7,920	7,950	7,587	8,355	7,235	7,642	9,862	11,230	11,728	12,008	11,895	
Service Days (Weekdays)		20	22	22	21	23	20	21	22	20	21	22	22	20

Saturday/Holiday		Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
Passenger Totals		725	706	739	665	694	692	433	458	449	619	470	608	
Avg Passengers per Day		145	141.2	147.8	166.25	173.5	138.4	108.25	114.5	112.25	123.8	117.5	121.6	0
Avg Passenger per Hour		12.08	11.77	12.32	13.85	14.46	11.53	9.02	9.54	9.16	10.15	9.59	9.97	#DIV/0!
Vehicle Revenue Hours		60	60	60	48	48	60	48	48	49	61	49	61	
Vehicle Revenue Miles		1,777	1,775	1,774	1,427	1,420	1,776	1,432	1,432	1,426	1,764	1,435	1,781	
Vehicle Service Hours		65	70	70	56	56	70	56	56	53	66	53	66	
Vehicle Service Miles		1,800	1,800	1,825	1,460	1,468	1,829	1,475	1,481	1,485	1,954	1,476	1,867	
Service Days (Weekend)		5	5	5	4	4	5	4	4	4	5	4	5	5

Sunday		Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
Passenger Totals		606	476	462	626	501	452	546	395	401	517	417	380	
Avg Passengers per Day		121.2	119	115.5	125.2	125.25	113	109.2	98.75	100.25	103.4	104.25	95	0
Avg Passenger per Hour		13.47	13.22	12.83	13.91	13.92	12.56	12.13	10.97	11.14	11.49	11.58	10.56	#DIV/0!
Vehicle Revenue Hours		45	36	36	45	36	36	45	36	36	45	36	36	
Vehicle Revenue Miles		1,370	1,090	1,102	1,358	1,099	1,085	1,361	1,088	1,081	1,334	1,078	1,068	
Vehicle Service Hours		55	44	44	55	44	44	55	44	40	50	40	40	
Vehicle Service Miles		1,402	1,122	1,160	1,465	1,162	1,162	1,379	1,126	1,122	1,485	1,107	1,108	
Service Days (Weekend)		5	4	4	5	4	4	5	4	4	5	4	4	5

Weekday/Weekend Combined		Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
Total Riders		4,963	4,966	4,839	4,908	4,856	4,050	3,811	3,932	3,976	4,752	5,205	4,831	0
Avg Passengers per Day		165	160	156	164	157	140	127	131	142	153	174	156	0
Avg Passenger per Hour		16.27	14.69	13.44	14.23	13.49	12.05	11.05	9.64	8.84	9.72	10.69	9.68	#DIV/0!
Vehicle Revenue Hours		325	338	360	345	360	336	345	408	450	489	487	499	0
Vehicle Revenue Miles		10,231	10,657	10,652	10,232	10,670	9,946	10,267	12,137	13,261	14,265	14,197	14,497	0
Vehicle Service Hours		400	422	422	405	422	394	405	471	498	541	538	551	0
Vehicle Service Miles		10,352	10,842	10,935	10,512	10,985	10,226	10,496	12,459	13,837	15,167	14,591	14,870	0
Deadhead Miles		121	185	283	280	315	280	229	322	576	902	394	373	0
Service Days (Total)		30	31	31	30	31	29	30	30	28	31	30	31	30

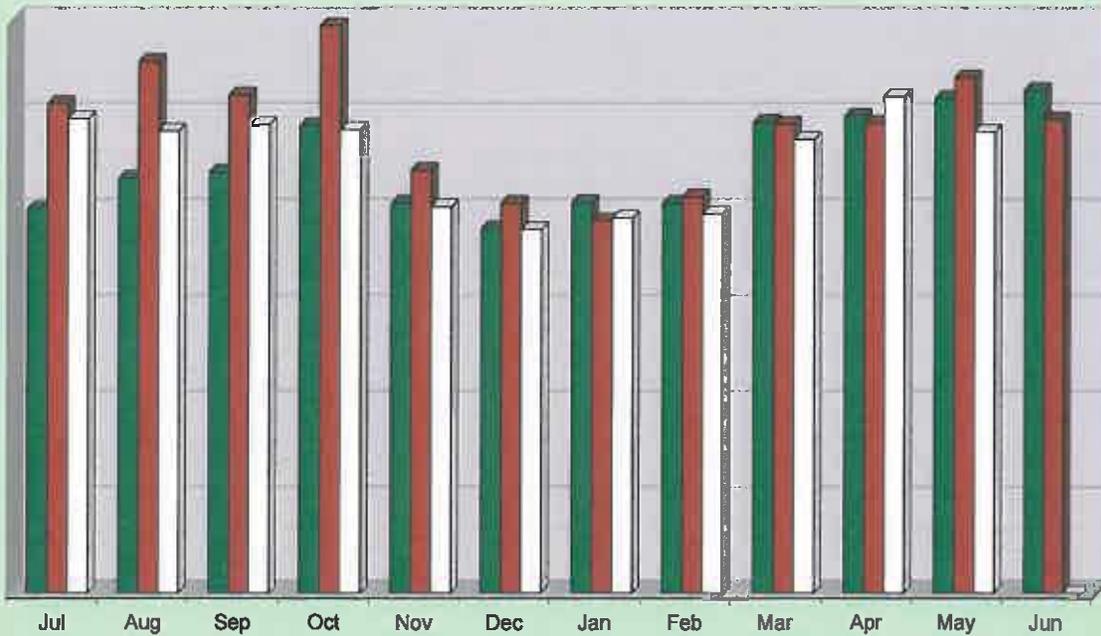
Monthly Passenger Totals - May



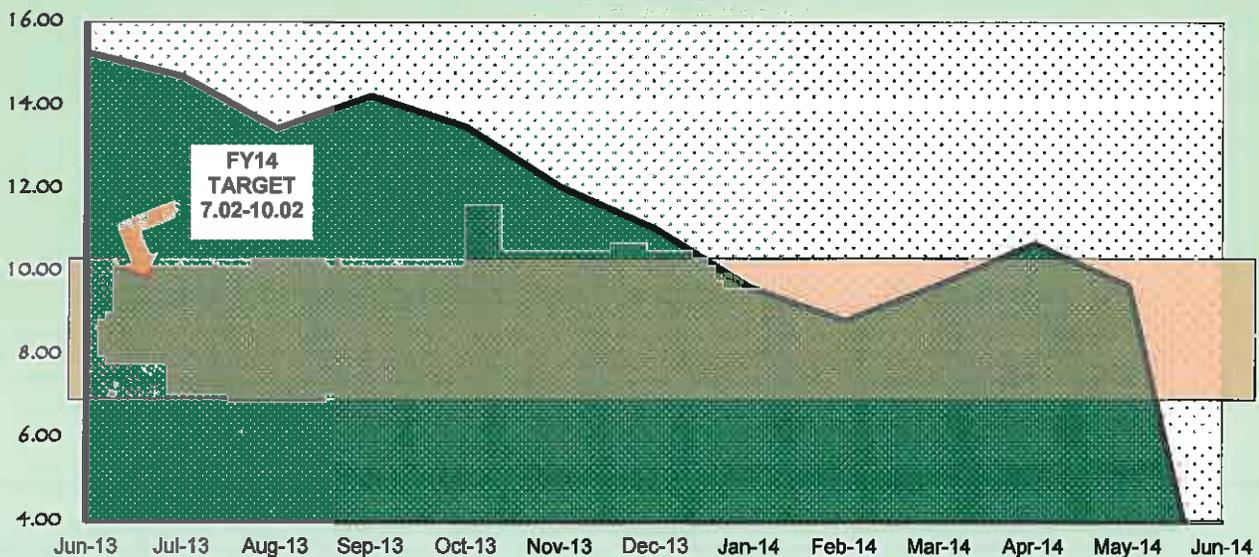
Ridership Comparison by Month
FY-12 to FY-14

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 12	4,027	4,350	4,414	4,900	4,090	3,826	4,092	4,000	4,934	4,894	5,196	5,268
FY 13	5,125	5,562	5,215	5,939	4,429	4,087	3,906	4,154	4,913	4,928	5,396	4,963
FY 14*	4,966	4,839	4,908	4,856	4,050	3,811	3,932	3,976	4,752	5,205	4,831	0

* Second bus for M-F service started January 2014



Monthly Ridership Per Hour

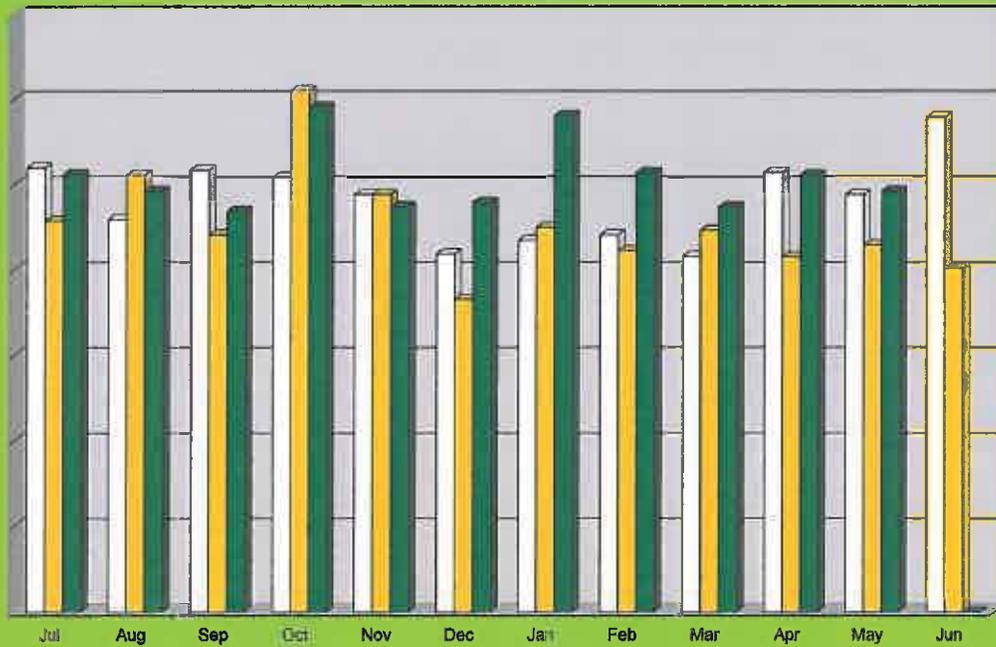


ADA Paratransit Ridership Trends - May

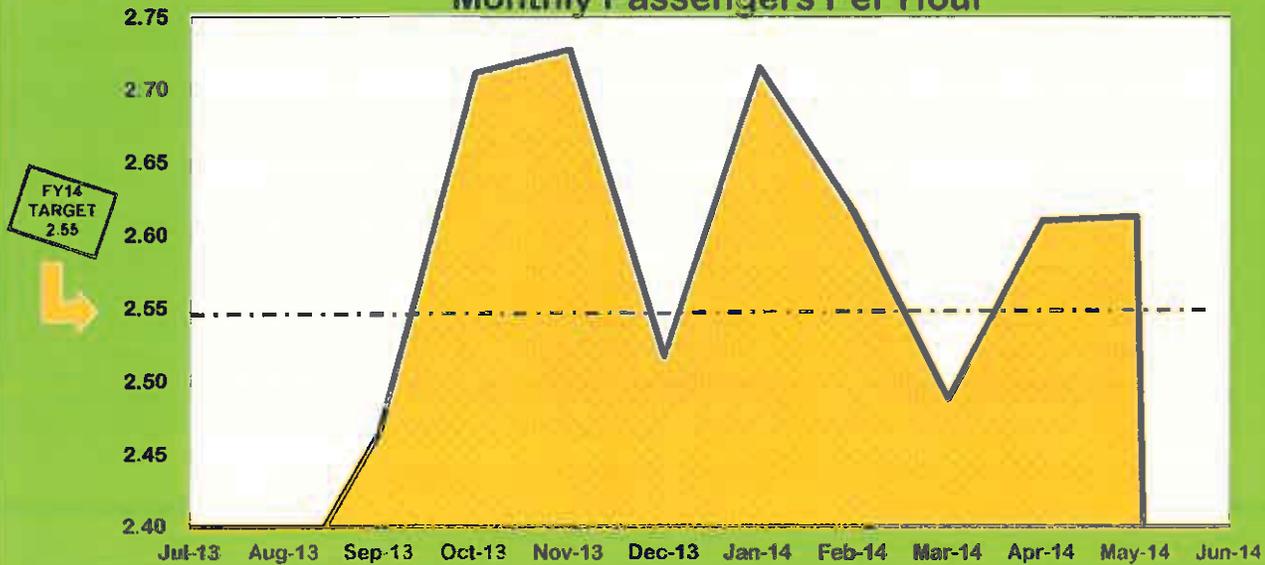


Ridership Comparison by Month
FY12 to FY14

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 12	1,040	919	1,035	1,019	977	838	870	883	832	1,029	977	1,157
FY 13	915	1,023	883	1,220	977	732	900	846	893	831	859	804
FY 14	1,024	985	899	1,182	940	850	1,102	1,028	945	1,023	985	0



Monthly Passengers Per Hour



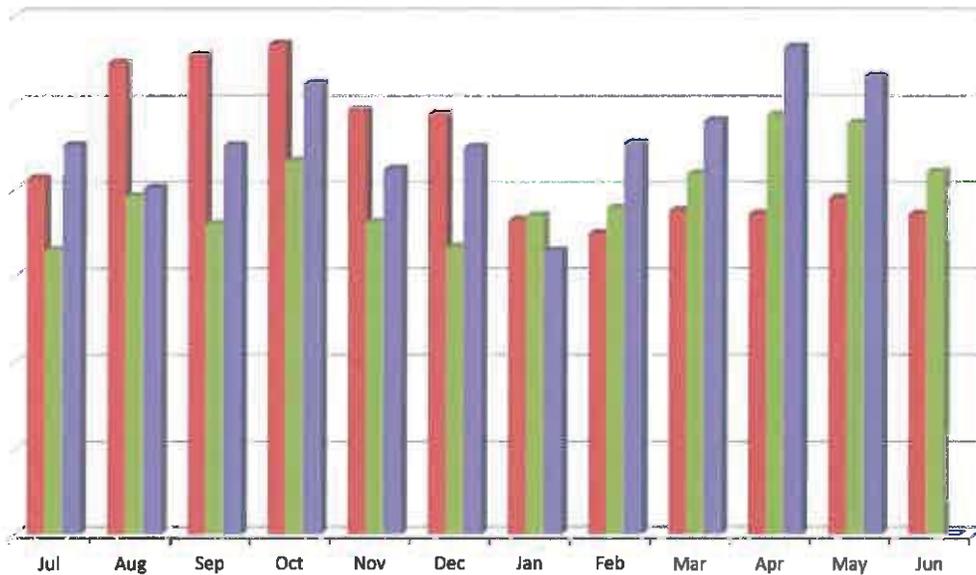
Fixed Route Monthly Passenger Total - May



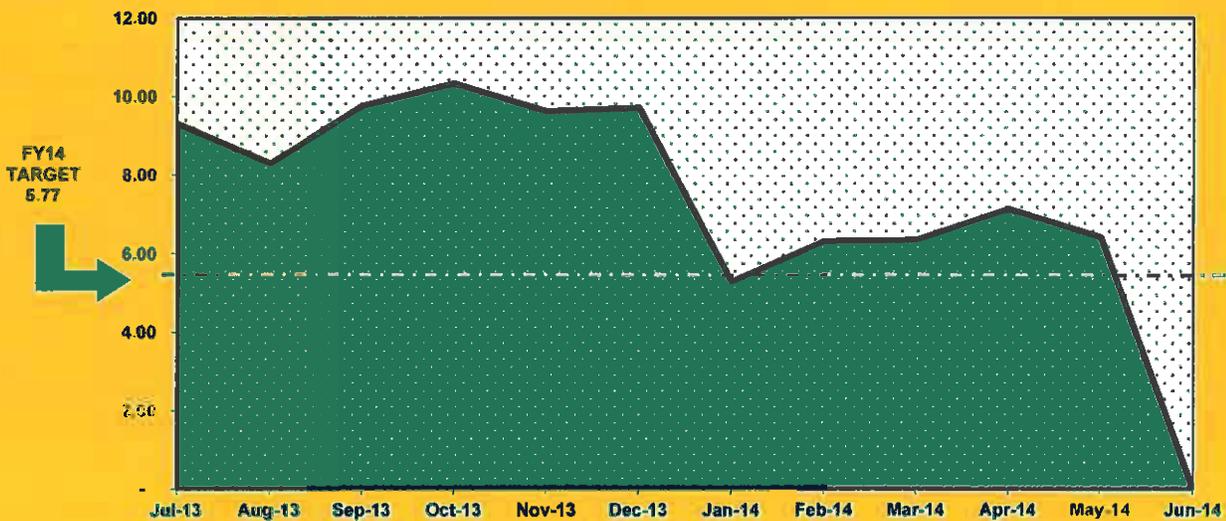
Ridership Comparison by Month
FY12 to FY14

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 12	4,127	5,461	5,558	5,679	4,927	4,871	3,649	3,489	3,754	3,713	3,899	3,711
FY 13	3,302	3,924	3,603	4,335	3,624	3,338	3,699	3,787	4,179	4,861	4,772	4,204
FY 14*	4,509	4,016	4,510	5,225	4,233	4,487	3,294	4,537	4,793	5,646	5,313	0

* cut blue route service in January 2014 and now have Green and Yellow routes



Monthly Passengers per Hour



CAT Fixed Route

Weekday - Fixed Route	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	YTD
Passenger Totals	4,509	4,016	4,510	5,225	4,233	4,487	3,294	4,537	4,793	5,646	5,313	-	50,563
Avg Passengers per Day	204.95	182.55	214.76	227.17	211.65	213.67	149.73	226.85	228.24	256.64	231.00	-	
Avg Passenger per Hour	9.32	8.30	9.76	10.33	9.62	9.71	5.28	6.30	6.34	7.13	6.42	#DIV/0!	
Vehicle Revenue Hours	484	484	462	506	440	462	524	720	756	792	828	-	6,558
Vehicle Revenue Miles	8,821	8,365	8,007	8,907	7,639	7,877	10,468	11,120	11,768	11,972	12,204	-	107,148
Vehicle Service Hours	528	528	504	552	480	504	687	780	819	858	897	-	7,137
Vehicle Service Miles	9,598	8,662	8,132	9,446	7,820	8,523	10,573	11,847	12,350	12,729	12,699	-	112,379
Deadhead Miles	777	297	125	539	181	646	105	727	582	757	495	-	5,231
Service Days (Weekdays)	22	22	21	23	20	21	22	20	21	22	23	20	257

April	
Total Trips	Daily Trips
Red Route	1,184
Blue Route	330
Green Route	2,131
Yellow Route	1,668

5,313, strong match with

	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	TOTALS
Verde Lynx by Month													
Passenger Totals	4,966	4,839	4,908	4,856	4,050	3,811	3,932	3,976	4,752	5,205	4,831	0	50,126
Avg Passengers per Day	160	156	164	157	140	127	131	142	153	174	156	0	
Avg Passengers per Hour	14.91	13.29	14.39	13.64	12.24	11.05	9.64	8.84	9.72	10.69	9.68	#DIV/0!	4,403
Vehicle Revenue Hours	333	364	341	356	331	345	408	450	489	487	499		129,657
Vehicle Revenue Miles	10,657	10,652	10,232	10,670	9,946	10,267	12,137	12,137	14,265	14,197	14,497		5,069
Vehicle Service Hours	422	422	405	422	394	405	471	498	541	538	551		133,542
Vehicle Service Miles	10,842	10,935	10,512	10,985	10,226	10,496	12,459	12,459	15,167	14,591	14,870		
Service Days (Total)	31	31	30	31	29	30	30	28	31	30	31	30	

	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	TOTALS
CAT Fixed Route by Month													
Passenger Totals	4,509	4,016	4,510	5,225	4,233	4,487	3,294	4,537	4,793	5,646	5,313	0.00	50,563
Avg Passengers per Day	204.95	182.55	214.76	227.17	211.65	213.67	149.73	226.85	228.24	256.64	231.00	0.00	
Avg Passengers per Hour	9.32	8.30	9.76	10.33	9.62	9.71	5.28	6.30	6.34	7.13	6.42	#DIV/0!	6,558
Vehicle Revenue Hours	484	484	462	506	440	462	624	720	756	792	828		107,148
Vehicle Revenue Miles	8,821	8,365	8007	8907	7639	7877	10468	11120	11768	11972	12204		7,137
Vehicle Service Hours	528	528	504	552	480	504	687	780	819	858	897		112,379
Vehicle Service Miles	9,598	8,662	8,132	9,446	7,820	8,523	10,573	11,847	12,350	12,729	12,699		
Service Days (Weekdays)	22	22	21	23	20	21	22	20	21	22	23	20	

	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	TOTALS
CAT Paratransit by Month													
Passenger Totals	1024	985	939	1182	949	959	1162	1028	948	1023	985	0	11,184
Avg Passengers per Day	47	45	47	51	47	46	53	51	45	47	45	0	
Avg Passengers per Hour	2.37	2.35	2.46	2.71	2.73	2.52	2.71	2.62	2.49	2.61	2.61	#DIV/0!	4,368
Vehicle Revenue Hours	432	419	381	436	348	381	428	393	381	392	377		50,925
Vehicle Revenue Miles	4,184	4,134	7,818	8,525	3,549	3,727	4,185	3,887	3,531	3,706	3,679		4,805
Vehicle Service Hours	481	461	419	483	385	427	471	426	407	430	415		60,563
Vehicle Service Miles	4,689	9,567	8,209	8,923	3,934	4,172	4,624	4,281	3,925	4,140	4,099		
Service Days	22	22	20	23	20	21	22	20	21	22	22	20	

	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	TOTALS
Schedule Totals													
Passengers	10,499	9,840	10,357	11,263	9,232	9,257	8,388	9,541	10,493	11,874	11,129	0	111,873
Revenue Hours	1338	1325	1248	1364	1182	1248	1523	1611	1678	1722	1756	0	15,995
Revenue Miles	23,847	23,434	26,337	28,417	21,414	22,100	27,112	27,466	30,466	30,269	30,753	0	291,615
Service Hours	1,431	1,411	1,328	1,457	1,259	1,336	1,629	1,704	1,767	1,826	1,863	0	17,011
Service Miles	25,129	29,164	26,853	29,354	21,980	23,191	27,656	28,587	31,442	31,460	31,668	0	306,484



Staff Report

Agenda Item: Proclamation for Independents Week – Approval of a Proclamation designating June 29 – July 6, 2014 as Independents Week

Sponsored by: Meg Williams, Northern Arizona Director, Local First Arizona

Staff Contact: Beth Escobar

Meeting Date: June 24, 2014

Presented to: Town Council

Background:

Local First Arizona is celebrating the twelfth anniversary of National Independents Week. During this week, consumers are encouraged to support locally owned businesses. Businesses and governments across Arizona are joining together to support this event.

The event in the Verde Valley will be recognized with a Local First Arizona Mixer at Caduceus Cellars in Jerome on July 1, 2015 from 6:00 to 8:00 p.m.

Recommendation: Approval of a Proclamation designating June 29 – July 6, 2014 as Independents Week.

Proclamation
Independents Week 2014

WHEREAS, locally-owned, independent businesses generate hundreds of jobs for Clarkdale residents each year and provide unique services and products that give Clarkdale its distinct character and sense of place; and

WHEREAS, up to four times more money stays and circulates in the local economy when consumers spend their money at local, independent businesses instead of national chains; and

WHEREAS, Clarkdale's local independent businesses help preserve the uniqueness of the community and give us a sense of place; and

WHEREAS, Clarkdale's core of independently-owned businesses give back to this community in goods, services, time and talent; and

WHEREAS, the health of Clarkdale's economy depends on our support of businesses owned by our friends and neighbors; and

WHEREAS, Clarkdale's independent business owners and employees enrich community members' shopping experiences with their knowledge & passion;

WHEREAS, Local First Arizona, a non-profit organization, has nearly a dozen member businesses in the Town of Clarkdale who are celebrating many years of raising awareness about the importance of patronizing local businesses to foster strong community ties and preserve our unique character for generations to come; and

WHEREAS, individuals will be celebrating Independents Week in communities across Arizona and the nation by taking the pledge to support local and independent businesses;

NOW, THEREFORE, I, Doug Von Gausig, Mayor of the Town of Clarkdale, do hereby proclaim the week of June 29 – July 6, 2014, as: "Independents Week" and salute our community members and locally owned independent businesses who are integral to the unique flavor of Clarkdale and honor their efforts to make Clarkdale the place we want to live and work.

Dated the 24th of June,

Doug Von Gausig, Mayor



Staff Report

Agenda Item: **Facility Reimbursement Agreement for Use of Town Facilities by the Clarkdale-Jerome Lions Club** – Approval of the 2014-2015 Facility Reimbursement Agreement between the Town and the Clarkdale-Jerome Lions Club.

Staff Contact: Dawn Norman, Community Services Supervisor

Meeting Date: June 24, 2014

Background: The Clarkdale-Jerome Lions Club (hereinafter referred to as “Club”) has supported Clarkdale Parks and Recreation activities for many years. The Club provides volunteer support at Concerts in the Park, Santa Comes to Clarkdale, Caroling in the Park and, when offered, New Year’s Eve Celebration. In addition, the Club has made generous donations to the Concerts in the Park (annually), Clarkdale Pool and the Clarkdale Police Department. In 2011, the Lions Club organized and hosted a car show fundraiser to benefit the Clarkdale Pool and now holds this event annually to benefit other local organizations/non-profits.

The Clarkdale-Jerome Lions Club has contracted with the Town since 1997 for the use of Town facilities at the minimal rates imposed for other, similar local non-profit organizations. The Club uses the facilities for their monthly business meetings, annual Officers’ Training, Car, Truck and Bike Show, and food/refreshment sales table.

In addition to the minimal rates paid through this agreement, the Clarkdale-Jerome Lions Club is provided a vendor booth at no charge at the following events: Concerts in the Park (7-8 times each concert season), Old-Fashioned 4th of July, and Halloween on Main. At these events they have available for purchase baked goods, water, soda, and at the Halloween event, hot chocolate and cider. The Clarkdale-Jerome Lions Club’s annual Car, Truck and Bike Show is held in the Town Hall complex. They are provided the use of the Town Hall Parking Lot, Centennial Plaza and electricity at no charge.

To maintain consistency with other Town contracts, this Facility Reimbursement Agreement renewal draft has been updated with language that has been incorporated into the Town’s Facility Reimbursement Agreement form. Areas of note:

- ‘VIII. Alcohol Liability Insurance’ (Page 5) is added to clarify the requirements of Alcohol Liability Insurance; and
- In ‘Liability Insurance’ (Page 5) a clarification is added to reference ‘VIII. Alcohol Liability Insurance’ for Alcohol Liability Insurance requirements.

Recommendation: To approve the 2014-2015 Facility Use Agreement between the Town and the Clarkdale-Jerome Lions Club as presented by staff.

**REIMBURSEMENT AGREEMENT FOR USE OF
TOWN OF CLARKDALE FACILITIES
BY THE CLARKDALE-JEROME LIONS CLUB**

Recitals

WHEREAS, the Clarkdale-Jerome Lions Club provides programs that benefit the citizens of the Town of Clarkdale such as eye glasses for the underprivileged, food and toys to families for Christmas, and provides volunteers for various Town of Clarkdale sponsored activities.

Agreement

THIS AGREEMENT made and entered into as of the 1st day of July, 2014, by the Town of Clarkdale, Arizona, hereinafter referred to as "TOWN", and the Clarkdale-Jerome Lions Club, hereinafter referred to as "CLUB".

For and in consideration of the mutual covenants hereinafter set forth, and a nominal fee for reimbursement of the TOWN's costs, the TOWN hereby allows CLUB to use the following TOWN owned property for recreational or educational uses under the following terms:

Facility	Days	Event
Ladies' Lounge	1 st Thursday of each month	Monthly Business Meetings
Clarkdale Town Park	1 day per year	4 th of July Sales Table (Town Event)
Clarkdale Town Park	1 day per year	Halloween Sales Table (Town Event)
Clarkdale Town Park	10 days per year	Concerts in the Park/Sales Table (Town Event)
Men's Lounge/Auditorium	1 day per year	Officers' Training
Town Hall Parking Lot & Centennial Plaza	1 day per year	Car, Truck & Bike Show

The parties intend and agree that by this agreement the TOWN does not waive the limitation of liability provided to owners who allow use of property for public recreational or educational purposes, pursuant to A.R.S. 33-1551.

I. TERM

The term of this agreement shall be from July 1, 2014 to June 30, 2015.

In the event that the facility used by the CLUB is defaced in any way as a result of the use by the CLUB, the TOWN has the right to immediately void this agreement.

II. SCHEDULING OF FACILITIES

The CLUB shall provide notice to the TOWN before it shall organize and conduct events/meetings, including, but not limited to, disclosing information regarding the nature, dates, purpose, location and details of the event. Preference will be given to scheduling events that are Town of Clarkdale sponsored activities and events where the TOWN will be reimbursed for expenses. The TOWN will notify the CLUB in writing if an event is rejected and those items which specifically lead to the rejection. The TOWN's acceptance of said event shall not be unreasonably withheld.

The **CLUB** shall execute and submit all required **TOWN** facility use documents at least thirty (30) days prior to each event date.

If the **CLUB** has not vacated the premises by the ending time(s) scheduled for a specific event, additional reimbursement costs will be due. Said costs will be determined by the **TOWN** at an amount to cover additional staff time, or loss of other revenues, caused by the **CLUB**. The **TOWN** reserves the right to have a member or members of **TOWN** staff on the premises during any period the facility is in use by the **CLUB**.

III. USE

The **CLUB** shall occupy and use the premises for the purpose(s) and specific date(s) and time(s) scheduled with the **TOWN**, and for no other purposes unless scheduled and arranged under separate agreement between the parties.

IV. RULES FOR USE

The **CLUB** covenants that no nuisance will be maintained upon the **TOWN** premises herein used. The **CLUB** will use and occupy the **TOWN** premises in a careful, safe and proper manner, in accordance with any and all rules. Any violation of this agreement shall constitute an automatic breach of covenant and shall subject this agreement to immediate cancellation.

1. The person who signs the agreement is the responsible party. This person must be a member of the **CLUB** board. This responsibility includes informing everyone involved of the rules of the agreement.
2. No smoking is allowed in any building or public facility owned by the **TOWN**.
3. No alcohol is allowed in any building or public facility owned by the **TOWN** except those functions which have applied for and received specific prior approval by the **TOWN** for use of alcohol.
4. At an approved alcohol event, the Event with Alcohol Deposit as stipulated in the **TOWN**'s current Fee Resolution is applicable.
5. At an approved alcohol event, Event Security will be required with a minimum of at least one (1) present, the number of which shall be determined by the Clarkdale Police Department. Event Security is defined as a certified police officer or a certifiable individual as determined and approved by the Clarkdale Police Chief. If Event Security is required, the **CLUB** shall reimburse the **TOWN** the cost for said Officer's time and administrative costs at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.
6. The **TOWN** reserves the right to require Event Security presence with certain non-alcohol events. This requirement will be determined on a case by case basis by the **TOWN**. Event Security is defined as a certified police officer or a certifiable individual as determined and approved by the Clarkdale Police Chief. If Event Security is required, the **CLUB** shall reimburse the **TOWN** the cost for said Officer's time and administrative costs at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.

7. The **TOWN** reserves the right to require Event Support Staff presence at any event. This requirement will be determined on a case by case basis by the **TOWN**. Event Support Staff is defined as any on-site facility support. If Event Support Staff is required, the **CLUB** shall reimburse the **TOWN** the cost for said Event Support Staff at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.
8. If a member of **TOWN** staff is required to assist the **CLUB** with setup or takedown functions of any event the **CLUB** shall reimburse the **TOWN** the actual cost for said employee's time and administrative costs at the hourly rates and fees set forth in the current **TOWN** Fee Schedule.
9. Maximum capacity of room/facility as determined by the International Building Code and posted in the facility may not be exceeded.
10. No dragging or rolling of any item(s) across **TOWN** facility floors unless the floors have been adequately protected. It is at the **TOWN**'s discretion as to what meets "adequate" protection and prior to any work commencing a **TOWN** representative must first inspect and approve prior to any item(s) being dragged or rolled across **TOWN** facility floors.
11. Any event preparations requiring protection of **TOWN** facility surfaces is required to be inspected and approved by a **TOWN** representative prior to any work commencing.
12. Nothing is to be put on **TOWN** facility floors without authorization from the **TOWN** (i.e.: sawdust, wax cleaners, plywood, and scaffolding).
13. Any and all decorations, displays or props to be constructed, including, but not limited to, taping, texturing and/or painting, will have all work performed outside of **TOWN** facilities. Any such work requested to be performed inside a **TOWN** facility require protection of floors and walls beforehand and such protection shall be inspected and approved by a **TOWN** representative prior to commencing. Method of proposed protection for walls and floors is to be provided to the **TOWN** representative prior to installation.
14. There will be no stapling, nailing, tacking or gluing on the floors, walls, ceilings, moldings, doors and/or furniture, etc. of **TOWN** facility for any purpose at any time.
15. Open flames are not allowed in any **TOWN** facility without prior expressed approval by the **TOWN** and the Clarkdale Fire Chief.
16. No uses of the premises are allowed that have not been approved in this Agreement or in other expressed writing by the **TOWN**.
17. Spills will immediately be cleaned by the **CLUB** and reported to the **TOWN**. Any mopping of the facility will be performed by the **TOWN**.
18. In the event of damage to or on the floor or walls of **TOWN** facility, said damage is to be reported immediately to the **TOWN** for any resulting action to be directed accordingly.
19. Trash will be removed from the premises immediately following any event.

20. Outside doors will be locked upon leaving the **TOWN** facility.
21. Heating/Cooling will be returned to the temperature they were set at prior to any event.
22. All lights will be turned off after any event.
23. All string, wire, tape and/or decorations will be removed from the **TOWN** facility at the conclusion of any event.
24. Driving of vehicles is prohibited within **TOWN** parks.
25. Staking in **TOWN** parks or on **TOWN** grounds is prohibited. Tents and similar structures in **TOWN** parks or **TOWN** grounds must be weighted down.
26. The **TOWN** may require additional restroom facilities on site for larger events. Should this be a requirement, arrangements for providing such facility(s) including additional costs associated will be the responsibility of the **CLUB**.
27. **TOWN** keys cannot be duplicated by the **CLUB**. Following the conclusion of an event, if the key(s) to the **TOWN** facility is not returned, the **CLUB** hereby agrees to reimburse the **TOWN** for all costs associated with the re-keying of the **TOWN** facility.
28. Illegal activities are prohibited on **TOWN** premises.

V. CONSIDERATION

The **CLUB** will pay:

- A utility/administrative charge of Twenty-four Dollars (\$24.00) per day or any portion thereof, for use of the Auditorium; and/or
- A utility/administrative charge of Eleven Dollars (\$11.00) per day or any portion thereof, for use of the Men's Lounge; and/or
- A utility/administrative charge of Ten Dollars (\$10.00) per day or any portion thereof, for use of the Kitchen; and/or
- A utility/administrative charge of Eight Dollars Seventy-five Cents (\$8.75) per day or any portion thereof, for use of the Ladies' Lounge; and/or
- Any appropriate Facility Reimbursement Fees as stipulated in the **TOWN's** most recent Fee Schedule Resolution.

Payment to the **TOWN** is required fourteen (14) days prior to the event date. These charges are agreed upon by the parties to be reasonable reimbursement to the **TOWN** for utility and customary charges incurred by reason of the **CLUB's** use of the **TOWN's** facilities for the **CLUB's** educational and recreational uses.

The **CLUB** will be responsible for cleaning the provided **TOWN** facility after each event. If at any time the **TOWN** must clean the premises after the **CLUB** has utilized the **TOWN** facility, the **CLUB** hereby agrees to reimburse the **TOWN** for all costs associated with cleaning the **TOWN** facility.

If the **TOWN** premises are damaged during the **CLUB**'s occupancy, **CLUB** hereby agrees to reimburse the **TOWN** for all costs associated with the repair of said damage. The **TOWN** will inspect the premises before and after rental to ascertain whether any damage has occurred during the **CLUB**'s occupancy.

VI. INDEMNITY

The **CLUB** agrees that **TOWN** shall not at any time during the term of this agreement be responsible or in any way accountable, for any loss, injury, death or damage to persons or property from any cause or causes whatsoever which at any time may be by **CLUB**, or any other person while occupying and/or using **TOWN** property, and the **CLUB** agrees to hold the **TOWN** harmless for any and all claims, liabilities, losses, damages, costs and expenses whatsoever arising out of any such loss, injury, death or damage.

The **CLUB** indemnifies, defends and holds harmless the **TOWN** and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the **TOWN** and/or any of its officials, employees or agents as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, damage caused by, arising out of, related to, or associated with this agreement.

VII. LIABILITY INSURANCE

The **CLUB** shall provide to the **TOWN** a Certificate of Insurance evidencing a blanket insurance policy, to be renewed annually, in the aggregate amount of one million dollars (\$1,000,000.00), in which the **TOWN** is an Additional Insured. A separate Additional Insured endorsement evidencing the policy amendment is required to accompany the Certificate of Insurance. An additional Liquor Liability policy provided by the **CLUB** will be required prior to events at which authorization for serving alcohol has been requested for and approved as outlined in Section VIII. LIQUOR LIABILITY INSURANCE of this Agreement.

VIII. LIQUOR LIABILITY INSURANCE

Prior to the sale, storage, use, donation, or giving away of alcoholic beverages on or from the subject premises by **CLUB** or any other person, **CLUB**, at its own expense, shall obtain a policy or policies of insurance and in a form acceptable to **TOWN** saving harmless and protecting **TOWN** and the premises against any and all damages, claims, liens, judgments, expenses and costs arising under any present or future law, statute, or ordinance of the State of Arizona or other governmental authority having jurisdiction on the premises, by reason of any such storage, sale, use or disposition of alcoholic beverages on or from the premises. Such policy or policies of insurance shall be in the amount at least one million dollars (\$1,000,000) per occurrence in which the **TOWN** is named as an Additional Insured.

IX. ATTORNEY'S FEES

In any suit which may be brought by either party to enforce this Agreement, or any part hereof, or to recover damages for the breach hereof, the Court, sitting without a jury, shall award a reasonable amount as and for attorney's fees to the prevailing party.

X. NON WAIVER OF STATUTORY LIMITATION OF LIABILITY

The parties recognize and agree that the **TOWN** does not waive the limitation of liability provided to the **TOWN** for allowing recreational or educational uses of **TOWN** property, pursuant to A.R.S. Section 33-1551. The parties further recognize and agree that the fees charged

by the **TOWN** are nominal and intended to offset the **TOWN's** cost in making the subject property available for use by the public.

XI. APPLICABLE LAW

The laws of the State of Arizona shall govern the construction, performance and enforcement of this Agreement. Venue for any action arising out of the provisions of this Agreement shall be Yavapai County, Arizona.

XII. MEDIATION

If a dispute arises out of or relates to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of experienced mediators maintained by Arizona Municipal Risk Retention Pool.

XIII. OTHER PROVISIONS

The **TOWN** reserves the right to close any event if the health and/or safety of the public is endangered.

The **TOWN** reserves the right to limit the number of participants allowed onto the site if the size of the crowd poses a threat to: 1) the public health and safety; 2) safety of the facility; or 3) safety to the surrounding community.

The **CLUB** shall comply with Yavapai County Health Codes for the serving of food.

The **TOWN** reserves the right to limit activities using water pursuant to Town Code Chapter 19, Article 19-11 Drought and Water Shortage Preparedness Plan.

XIV. SEVERABILITY

Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XV. CANCELLATION OF AGREEMENT

This Agreement may be cancelled by either the **TOWN** or **CLUB** on thirty (30) days written notice. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS §38-511.

XVI. NOTICE

All notices, demands or other writing to this Agreement to be sent or provided to either party shall be deemed to have been properly served when made in writing and deposited in the U.S. Mail, registered or certified, and addressed as follows:

To **TOWN**:
Town of Clarkdale
Attention: Gayle Mabery, Town Manager
P.O. Box 308
Clarkdale, AZ 86324

To CLUB:

Clarkdale-Jerome Lions Club
Dave Andrews, President
PO Box 834
Clarkdale, AZ 86324

XVII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and it may be amended or modified only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 2014.

TOWN OF CLARKDALE

CLARKDALE-JEROME LIONS CLUB

Doug Von Gausig, Mayor
PO Box 308
Clarkdale, AZ 86324
(928) 639-2400

Dave Andrews, President
PO Box 834
Clarkdale, AZ 86324
(928) 634-8207

(Town of Clarkdale Seal)

ATTEST:

Kathy Bainbridge, Town Clerk



Staff Report

Agenda Item: Facility Reimbursement Agreement for Use of Town Facilities by the Clarkdale Historical Society and Museum – Approval of the 2014-2015 Facility Reimbursement Agreement between the Town and the Clarkdale Historical Society and Museum.

Staff Contact: Dawn Norman, Community Services Supervisor

Meeting Date: June 24, 2014

Background: In November of 2011 the Town executed the first Facility Reimbursement Agreement with the Clarkdale Historical Society and Museum (CHSM). This agreement includes the same regulations and minimal fees historically allowed for uses of Town facilities by local non-profit organizations (i.e. Clarkdale Lion's Club, and Made in Clarkdale) in order to promote partnerships that provide benefit to the Clarkdale community at large. The fees imposed in these agreements are minimal in comparison with our standard user fees with the intention being to cover utility expenses and a minimum of administrative staff time.

The Clarkdale Historical Society and Museum uses the facilities for various community functions and events throughout the year, including: Historic Building and Home Tour (annually), Living Legacy (annually), history presentations and most recently added, tours of the Clark Memorial Clubhouse (monthly).

It should be noted that the proposed Facility Reimbursement Agreement is specific to the use of Town facilities outside of the normal operations of the Museum. The Town of Clarkdale also has a separate Lease Agreement with the CHSM for use of the 2-story Town-owned facility at 900 First North Street where the CHSM is currently located.

The Town of Clarkdale has had the opportunity to form mutually beneficial partnerships with several non-profits in Clarkdale over the years. We've traditionally used Facility Reimbursement Agreements as a significant tool in those partnerships because they allow the flexibility to weigh the costs to operate and maintain our municipal facilities along with recognizing the many benefits to the community brought by the efforts of the non-profit entity.

In trying to maintain consistency, the Facility Reimbursement Agreement renewal draft has been updated with language that has been incorporated into the Town's Facility Reimbursement Agreement form. Areas of note:

- 'VIII. Alcohol Liability Insurance' (Page 5) is added to clarify the requirements of Alcohol Liability Insurance; and
- In 'Liability Insurance' (Page 5) a clarification is added to reference 'VIII. Alcohol Liability Insurance' for Alcohol Liability Insurance requirements.

Recommendation: To approve the 2014-2015 Facility Use Agreement between the Town and the Clarkdale Heritage Society and Museum as presented by staff.

**Reimbursement Agreement for Use of Town Facilities
by the Clarkdale Historical Society and Museum**

Recitals

WHEREAS, the Clarkdale Historical Society and Museum provides public service by preserving the history and heritage of the Town of Clarkdale; and

WHEREAS, the existence of the Clarkdale Historical Society and Museum benefits the citizens of Clarkdale and visitors by having the Town's history and heritage promoted and displayed.

Agreement

THIS AGREEMENT is made and entered into as of the 1st day of July, 2014 by and between the Town of Clarkdale, Arizona, hereinafter referred to as "TOWN", and the Clarkdale Historical Society and Museum, hereinafter referred to as "SOCIETY".

For and in consideration of the mutual covenants hereinafter set forth, and a nominal fee for reimbursement of the TOWN's costs, the TOWN hereby allows SOCIETY to use the following TOWN owned property for recreational or educational uses for the following events:

Facility	Days	Use
Men's Lounge and Reading Room	3 days per year	Historic Building Tour event; Additional time for setup/takedown.
Clark Memorial Clubhouse Auditorium, Kitchen and Ladies' Lounge	15 days per year	Heritage Dance events; Additional time for setup/takedown.
Men's Lounge and Reading Room	3 days per year	Living Legacy event; Additional time for setup/takedown.
Clark Memorial Clubhouse	To be determined by the TOWN	Various Building Tours and/or Museum events (each event to be pre-scheduled prior to occurrence).
Clarkdale Town Park	To be determined by the TOWN	Various Recreational or Educational events (each event to be pre-scheduled prior to occurrence).

The parties intend and agree that by this agreement the TOWN does not waive the limitation of liability provided to owners who allow use of property for public recreational or educational purposes, pursuant to A.R.S. 33-1551.

I. TERM

The term of this agreement shall be from July 1, 2014 to June 30, 2015.

In the event that the facility used by the SOCIETY is defaced in any way as a result of the use by the SOCIETY, the TOWN has the right to immediately void this agreement.

II. SCHEDULING OF FACILITIES

The SOCIETY shall provide notice to the TOWN before it shall organize and conduct events/meetings,

including, but not limited to disclosing information regarding the nature, dates, purpose, location and details of the event. Preference will be given to scheduling events that are Town of Clarkdale sponsored activities and events where the **TOWN** will be reimbursed for expenses. The **TOWN** will notify the **SOCIETY** in writing if an event is rejected and those items which specifically lead to the rejection. The **TOWN's** acceptance of said event shall not be unreasonably withheld.

The **SOCIETY** shall execute and submit all required **TOWN** facility use documents at least thirty (30) days prior to each event date.

If the **SOCIETY** has not vacated the premises by the ending time(s) scheduled for a specific event, additional reimbursement costs will be due. Said costs will be determined by the **TOWN** at an amount to cover additional staff time, or loss of other revenues, caused by the **SOCIETY**. The **TOWN** reserves the right to have a member or members of **TOWN** staff on the premises during any period the facility is in use by the **SOCIETY**.

III. USE

The **SOCIETY** shall occupy and use the premises for the purpose(s) and specific dates and times scheduled with the **TOWN**, and for no other purposes unless scheduled and arranged for under separate agreement between the parties.

IV. RULES FOR USE

The **SOCIETY** covenants that no nuisance will be maintained upon the premises herein used. The **SOCIETY** will use and occupy the premises in a careful, safe and proper manner, in accordance with any and all rules. Any violation of this agreement shall constitute an automatic breach of covenant and shall subject this agreement to immediate cancellation.

1. The person who signs the agreement is the responsible party. This person must be a member of the **SOCIETY** board. This responsibility includes informing everyone involved of the rules of the agreement.
2. No smoking is allowed in any building or public facility owned by the **TOWN**.
3. No alcohol is allowed in any building or public facility owned by the **TOWN** except those functions which have applied for and received specific prior approval by the **TOWN** for use of alcohol.
4. At an approved alcohol event, the Event with Alcohol Deposit as stipulated in the **TOWN's** current Fee Resolution is applicable.
5. At an approved alcohol event, Event Security will be required with a minimum of at least one (1) present, the number of which shall be determined by the Clarkdale Police Department. Event Security is defined as a certified police officer or a certifiable individual as determined and approved by the Clarkdale Police Chief. If Event Security is required, the **SOCIETY** shall reimburse the **TOWN** the cost for said Officer's time and administrative costs at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.
6. The **TOWN** reserves the right to require Event Security presence with certain non-alcohol events. This requirement will be determined on a case by case basis by the **TOWN**. Event Security is

defined as a certified police officer or a certifiable individual as determined and approved by the Clarkdale Police Chief. If Event Security is required, the **SOCIETY** shall reimburse the **TOWN** the cost for said Officer's time and administrative costs at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.

7. The **TOWN** reserves the right to require Event Support Staff presence at any event. This requirement will be determined on a case by case basis by the **TOWN**. Event Support Staff is defined as any on-site facility support. If Event Support Staff is required, the **SOCIETY** shall reimburse the **TOWN** the cost for said Event Support Staff at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.
8. If a member of **TOWN** staff is required to assist the **SOCIETY** with setup or takedown functions of any event the **SOCIETY** shall reimburse the **TOWN** the actual cost for said employee's time and administrative costs at the hourly rates and fees set forth in the current **TOWN** Fee Schedule.
9. Maximum capacity of room/facility as determined by the International Building Code and posted in the facility may not be exceeded.
10. No dragging or rolling of any item(s) across **TOWN** facility floors unless the floors have been adequately protected. It is at the **TOWN**'s discretion as to what meets "adequate" protection and prior to any work commencing a **TOWN** representative must first inspect and approve prior to any item(s) being dragged or rolled across **TOWN** facility floors.
11. Any event preparations requiring protection of **TOWN** facility surfaces is required to be inspected and approved by a **TOWN** representative prior to any work commencing.
12. Nothing is to be put on **TOWN** facility floors without authorization from the **TOWN** (i.e.: sawdust, wax cleaners, plywood, and scaffolding).
13. Any and all decorations, displays or props to be constructed, including, but not limited to, taping, texturing and/or painting, will have all work performed outside of **TOWN** facilities. Any such work requested to be performed inside a **TOWN** facility require protection of floors and walls beforehand and such protection shall be inspected and approved by a **TOWN** representative prior to commencing. Method of proposed protection for walls and floors is to be provided to the **TOWN** representative prior to installation.
14. There will be no stapling, nailing, tacking or gluing on the floors, walls, ceilings, moldings, doors and/or furniture, etc. of **TOWN** facility for any purpose at any time.
15. Open flames are not allowed in any **TOWN** facility without prior expressed approval by the **TOWN** and the Clarkdale Fire Chief.
16. No uses of the premises are allowed that have not been approved in this Agreement or in other expressed writing by the **TOWN**.
17. Spills will immediately be cleaned by the **SOCIETY** and reported to the **TOWN**. Any mopping of the facility will be performed by the **TOWN**.

18. In the event of damage to or on the floor or walls of **TOWN** facility, said damage is to be reported immediately to the **TOWN** for any resulting action to be directed accordingly.
19. Trash will be removed from the premises immediately following any event.
20. Outside doors will be locked upon leaving the **TOWN** facility.
21. Heating/Cooling will be returned to the temperature they were set at prior to any event.
22. All lights will be turned off after any event.
23. All string, wire, tape and/or decorations will be removed from the **TOWN** facility at the conclusion of any event.
24. Driving of vehicles is prohibited within **TOWN** parks.
25. Staking in **TOWN** parks or on **TOWN** grounds is prohibited. Tents and similar structures in **TOWN** parks or **TOWN** grounds must be weighted down.
26. The **TOWN** may require additional restroom facilities on site for larger events. Should this be a requirement, arrangements for providing such facility(s) including additional costs associated will be the responsibility of the **SOCIETY**.
27. **TOWN** keys cannot be duplicated by the **SOCIETY**. Following the conclusion of an event, if the key(s) to the **TOWN** facility is not returned, the **SOCIETY** hereby agrees to reimburse the **TOWN** for all costs associated with the re-keying of the **TOWN** facility.
28. Illegal activities are prohibited on **TOWN** premises.

V. CONSIDERATION

The **SOCIETY** will pay:

- A utility/administrative charge of Twenty-four Dollars (\$24.00) per day or any portion thereof, for use of the Auditorium; and/or
- A utility/administrative charge of Eleven Dollars (\$11.00) per day or any portion thereof, for use of the Men's Lounge; and/or
- A utility/administrative charge of Ten Dollars (\$10.00) per day or any portion thereof for use of the Kitchen; and/or
- A utility/administrative charge of Eight Dollars Seventy-five Cents (\$8.75) per day or any portion thereof, for use of the Ladies' Lounge; and/or
- Any appropriate Facility Reimbursement Fees as stipulated in the **TOWN**'s most recent Fee Schedule Resolution.

Payment to the **TOWN** is required fourteen (14) days prior to the event date. These charges are agreed upon by the parties to be reasonable reimbursement to the **TOWN** for utility and customary charges incurred by reason of the **SOCIETY**'s use of the **TOWN**'s facilities for the **SOCIETY**'s educational and recreational uses.

The **SOCIETY** will be responsible for cleaning the provided **TOWN** facility after each event. If at any time the **TOWN** must clean the premises after the **SOCIETY** has utilized the **TOWN** facility, the **SOCIETY** hereby agrees to reimburse the **TOWN** for all costs associated with cleaning the **TOWN** facility.

If the **TOWN** premises are damaged during the **SOCIETY**'s occupancy, **SOCIETY** hereby agrees to reimburse the **TOWN** for all costs associated with the repair of said damage. The **TOWN** will inspect the premises before and after rental to ascertain whether any damage has occurred during the **SOCIETY**'s occupancy.

VI. INDEMNITY

The **SOCIETY** agrees that the **TOWN** shall not at any time during the term of this agreement be responsible or in any way accountable, for any loss, injury, death or damage to persons or property from any cause or causes whatsoever which at any time may be by **SOCIETY**, or any other person while in or on the demised premises, and the **SOCIETY** agrees to hold the **TOWN** harmless for any and all claims, liabilities, losses, damages, costs and expenses whatsoever arising out of any such loss, injury, death or damage.

The **SOCIETY** indemnifies, defends and holds harmless the **TOWN** and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the **TOWN** and/or any of its officials, employees or agents as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, damage caused by, arising out of, related to, or associated with this agreement.

VII. LIABILITY INSURANCE

The **SOCIETY** shall provide to the **TOWN** a Certificate of Insurance evidencing a blanket insurance policy, to be renewed annually, in the aggregate amount of one million dollars (\$1,000,000.00), in which the **TOWN** is an Additional Insured. A separate Additional Insured endorsement evidencing the policy amendment is required to accompany the Certificate of Insurance. An additional Liquor Liability policy provided by the **SOCIETY** will be required prior to events at which authorization for serving alcohol has been requested for and approved as outlined in Section VIII. LIQUOR LIABILITY INSURANCE of this Agreement.

VIII. LIQUOR LIABILITY INSURANCE

Prior to the sale, storage, use, donation, or giving away of alcoholic beverages on or from the subject premises by **SOCIETY** or any other person, **SOCIETY**, at its own expense, shall obtain a policy or policies of insurance and in a form acceptable to **TOWN** saving harmless and protecting **TOWN** and the premises against any and all damages, claims, liens, judgments, expenses and costs arising under any present or future law, statute, or ordinance of the State of Arizona or other governmental authority having jurisdiction on the premises, by reason of any such storage, sale, use or disposition of alcoholic beverages on or from the premises. Such policy or policies of insurance shall be in the amount at least one million dollars (\$1,000,000) per occurrence in which the **TOWN** is named as an Additional Insured.

IX. ATTORNEY'S FEES

In any suit which may be brought by either party to enforce this Agreement or any part hereof, or to recover damages for the breach hereof, the Court, sitting without a jury, shall award a reasonable amount as and for attorney's fees to the prevailing party.

X. NON WAIVER OF STATUTORY LIMITATION OF LIABILITY

The parties recognize and agree that the TOWN does not waive the limitation of liability provided to the TOWN for allowing recreational or educational uses of TOWN property, pursuant to A.R.S. Section 33-1551. The parties further recognize and agree that the fees charged by the TOWN are nominal and intended to offset the TOWN's cost in making the subject property available for use by the public.

XI. APPLICABLE LAW

The laws of the State of Arizona shall govern the construction, performance and enforcement of this Agreement. Venue for any action arising out of the provisions of this Agreement shall be Yavapai County, Arizona.

XII. MEDIATION

If a dispute arises out of or relates to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of experienced mediators maintained by the Arizona Municipal Risk Retention Pool.

XIII. OTHER PROVISIONS

The TOWN reserves the right to close any event if the health and/or safety of the public is endangered.

The TOWN reserves the right to limit the number of participants allowed onto the site if the size of the crowd poses a threat to: 1) the public health and safety; 2) safety of the facility; 3) safety to the surrounding community.

The SOCIETY shall comply with Yavapai County Health Codes for the serving of food.

The TOWN reserves the right to limit activities using water pursuant to Town Code Chapter 19, Article 19-11 Drought and Water Shortage Preparedness Plan.

XIV. SEVERABILITY

Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XV. CANCELLATION

This Agreement may be cancelled by the TOWN or SOCIETY if either is provided with thirty (30) days written notice by the other party. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS §38-511.

XVI. NOTICE

All notices, demands or other writing to this Agreement to be sent or provided to either party shall be deemed to have been properly served when made in writing and deposited in the U.S. Mail, registered or certified, and addressed as follows:

To **TOWN:**

Town of Clarkdale
Attention: Gayle Mabery, Town Manager
P.O. Box 308
Clarkdale, AZ 86324

To **SOCIETY:**

Clarkdale Historical Society & Museum
Drake Meinke, President
PO Box 806
Clarkdale, AZ 86324

XVII. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may be amended or modified only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____
2014.

TOWN OF CLARKDALE

**CLARKDALE HISTORICAL SOCIETY
AND MUSEUM**

Doug Von Gausig, Mayor
PO Box 308
Clarkdale, AZ 86324
(928) 639-2400

Drake Meinke, President/Chairperson
PO Box 806
Clarkdale, AZ 86324
(928) 639-1198

(Town of Clarkdale Seal)

ATTEST:

Kathy Bainbridge, Town Clerk



Staff Report

Agenda Item: **Facility Reimbursement Agreement for Use of Town Facilities by Made In Clarkdale, Inc. – Approval of the 2014-2015 Facility Reimbursement Agreement between the Town and Made In Clarkdale, Inc.**

Staff Contact: Dawn Norman, Community Services Supervisor

Meeting Date: June 24, 2014

Background: This year will mark the 28th year of the Made in Clarkdale Art Exhibit event. As presented to Council by Made In Clarkdale, Inc. (MIC) at the October 22, 2013 Special meeting, MIC's structure, goals and presence in the community has evolved and continues to expand.

This agreement includes the same regulations and minimal fees historically allowed for uses of Town facilities by local non-profit organizations (i.e. Clarkdale Lion's Club, and the Clarkdale Historical Society and Museum) in order to promote partnerships that provide benefit to the Clarkdale community at large. The fees imposed in these agreements are minimal in comparison with our standard user fees with the intention being to cover utility expenses and a minimum of administrative staff time while, in turn, allowing for marked financial support to the organization renting the facility.

The Town of Clarkdale has had the opportunity to form mutually beneficial partnerships with several non-profits in Clarkdale over the years. We've traditionally used Facility Reimbursement Agreements as a significant tool in those partnerships because they allow the flexibility to weigh the costs to operate and maintain our municipal facilities along with recognizing the many benefits to the community brought by the efforts of the non-profit entity.

To maintain consistency with other Town contracts, this Facility Reimbursement Agreement renewal draft has been updated with language that is consistent with the other annual Facility Reimbursement Agreements. Areas of note:

- In 'Liability Insurance' (Page 5) the language was revised to reflect an annual Certificate of Insurance be issued to the Town rather than acquiring a Certificate of Insurance for each individual event/rental.

Recommendation: To approve the 2014-2015 Facility Reimbursement Agreement between the Town and Made In Clarkdale, Inc. as presented by staff.

**REIMBURSEMENT AGREEMENT FOR USE OF
TOWN OF CLARKDALE FACILITIES
BY MADE IN CLARKDALE**

Recitals

WHEREAS, Made In Clarkdale, Inc. provides various community events including art exhibits, a venue for sale of art work by local artists and craftsmen, education, and children’s art workshops which benefit the citizens of the Town of Clarkdale.

Agreement

THIS AGREEMENT made and entered into as of the 1st day of July, 2014, by and between the Town of Clarkdale, Arizona, hereinafter referred to as “**TOWN**”, and Made In Clarkdale, Inc., hereinafter referred to as “**MIC**”.

For and in consideration of the mutual covenants hereinafter set forth, and a nominal fee for reimbursement of the **TOWN**’s costs, the **TOWN** hereby allows **MIC** to use the following **TOWN** owned property for recreational or educational uses under the following terms:

Facility	Days	Event
Clark Memorial Clubhouse Auditorium and Kitchen	Twenty (20) days per year	Various Exhibits, Art Shows, Educational and Children’s Workshops
Clark Memorial Clubhouse	To be determined by the TOWN	Various Exhibits, Art Shows, Educational and Children’s Workshops (each event to be scheduled prior to occurrence.)
Clarkdale Town Park	To be determined by the TOWN	Various Exhibits, Art Shows, Educational and Children’s Workshops (each event to be scheduled prior to occurrence.)

The parties intend and agree that by this agreement the **TOWN** does not waive the limitation of liability provided to owners who allow use of property for public recreational or educational purposes, pursuant to A.R.S. 33-1551.

I. TERM

The term of this agreement shall be from July 1, 2014 to June 30, 2015.

In the event that the facility used by **MIC** is defaced in any way as a result of the use by **MIC**, the **TOWN** has the right to immediately void this agreement.

II. SCHEDULING OF FACILITIES

MIC shall provide notice to the **TOWN** before it shall organize and conduct events/meetings, including, but not limited to, disclosing information regarding the nature, dates, purpose, location and details of the event. Preference will be given to scheduling events that are Town of Clarkdale sponsored activities and events where the **TOWN** will be reimbursed for expenses. The **TOWN** will notify **MIC** in writing if an event is rejected and those items which specifically lead to the rejection. The **TOWN**’s acceptance of said event shall not be unreasonably withheld.

MIC shall execute and submit all required **TOWN** facility use documents and Cleaning, Damage and Key Deposit at least thirty (30) days prior to each event date.

If **MIC** has not vacated the premises by the ending time(s) scheduled for a specific event, additional reimbursement costs will be due. Said costs will be determined by the **TOWN** at an amount to cover additional staff time, or loss of other revenues, caused by **MIC**. The **TOWN** reserves the right to have a member or members of **TOWN** staff on the premises during any period the facility is in use by **MIC**.

III. USE

MIC shall occupy and use the premises for the purpose(s) and specific date(s) and time(s) scheduled with the **TOWN**, and for no other purposes unless scheduled and arranged for under separate agreement between the parties.

IV. RULES FOR USE

MIC covenants that no nuisance will be maintained upon the premises herein used. **MIC** will use and occupy the premises in a careful, safe and proper manner, in accordance with any and all rules. Any violation of this agreement shall constitute an automatic breach of covenant and shall subject this agreement to immediate cancellation.

1. The person who signs the agreement is the responsible party. This person must be a member of **MIC** board. This responsibility includes informing everyone involved of the rules of the agreement.
2. No smoking is allowed in any building or public facility owned by the **TOWN**.
3. No alcohol is allowed in any building or public facility owned by the **TOWN** except those functions which have applied for and received specific prior approval by the **TOWN** for use of alcohol.
4. At an approved alcohol event, the Event with Alcohol Deposit as stipulated in the **TOWN**'s current Fee Resolution is applicable.
5. At an approved alcohol event, Event Security will be required with a minimum of at least one (1) Security personnel present, the number of which shall be determined by the Clarkdale Police Department. Event Security is defined as a certified police officer or a certifiable individual as determined and approved by the Clarkdale Police Chief. If Event Security is required, **MIC** shall reimburse the **TOWN** the cost for said Officer's time and administrative costs at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.
6. The **TOWN** reserves the right to require Event Security presence with certain non-alcohol events. This requirement will be determined on a case by case basis by the **TOWN**. Event Security is defined as a certified police officer or a certifiable individual as determined and approved by the Clarkdale Police Chief. If Event Security is required, **MIC** shall reimburse the **TOWN** the cost for said Officer's time and administrative costs at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.

7. The **TOWN** reserves the right to require Event Support Staff presence at any event. This requirement will be determined on a case by case basis by the **TOWN**. Event Support Staff is defined as any on-site facility support. If Event Support Staff is required, **MIC** shall reimburse the **TOWN** the cost for said Event Support Staff at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.
8. If a member of **TOWN** staff is required to assist **MIC** with setup or takedown functions of any event **MIC** shall reimburse the **TOWN** the actual cost for said employee's time and administrative costs at the hourly rates and fees set forth in the current **TOWN** Fee Schedule.
9. Maximum capacity of room/facility as determined by the International Building Code and posted in the facility may not be exceeded.
10. No dragging or rolling of any item(s) across **TOWN** facility floors unless the floors have been adequately protected. It is at the **TOWN**'s discretion as to what meets "adequate" protection and prior to any work commencing a **TOWN** representative must first inspect and approve prior to any item(s) being dragged or rolled across **TOWN** facility floors.
11. Any event preparations requiring protection of **TOWN** facility surfaces is required to be inspected and approved by a **TOWN** representative prior to any work commencing.
12. Nothing is to be put on **TOWN** facility floors without authorization from the **TOWN** (i.e.: sawdust, wax cleaners, plywood, and scaffolding).
13. Any and all decorations, displays or props to be constructed, including, but not limited to, taping, texturing and/or painting, will have all work performed outside of **TOWN** facilities. Any such work requested to be performed inside a **TOWN** facility require protection of floors and walls beforehand and such protection shall be inspected and approved by a **TOWN** representative prior to commencing. Method of proposed protection for walls and floors is to be provided to the **TOWN** representative prior to installation.
14. There will be no stapling, nailing, tacking or gluing on the floors, walls, ceilings, moldings, doors and/or furniture, etc. of **TOWN** facility for any purpose at any time.
15. Open flames are not allowed in any **TOWN** facility without prior expressed approval by the **TOWN** and the Clarkdale Fire Chief.
16. No uses of the premises are allowed that have not been approved in this Agreement or in other expressed writing by the **TOWN**.
17. Spills will immediately be cleaned by **MIC** and reported to the **TOWN**. Any required additional cleaning of spills in the facility will be performed by the **TOWN**.
18. In the event of damage to or on the floor or walls of **TOWN** facility, said damage is to be reported immediately to the **TOWN** for any resulting action to be directed accordingly.
19. Trash will be removed from the premises daily and at the conclusion of any event.
20. Outside doors will be locked upon leaving the **TOWN** facility.

21. Heating/Cooling will be returned to the temperature they were set at prior to any event at days end and at the conclusion of any event.
22. All lights will be turned off at days end and at the conclusion of any event.
23. All string, wire, tape and/or decorations will be removed from the **TOWN** facility at the conclusion of any event.
24. Driving of vehicles is prohibited within **TOWN** parks.
25. Staking in **TOWN** parks or on **TOWN** grounds is prohibited. Tents and similar structures in **TOWN** parks or **TOWN** grounds must be weighted down.
26. The **TOWN** may require additional restroom facilities on site for larger events. Should this be a requirement, arrangements for providing such facility(s) including additional costs associated will be the responsibility of **MIC**.
27. **TOWN** keys cannot be duplicated by **MIC**. Following the conclusion of an event, if the key(s) to the **TOWN** facility is not returned, **MIC** hereby agrees to reimburse the **TOWN** for all costs associated with the re-keying of the **TOWN** facility.
28. Illegal activities are prohibited on **TOWN** premises.

V. CONSIDERATION

MIC will pay:

- A utility/administrative charge of Twenty-four Dollars (\$24.00) per day or any portion thereof, for use of the Auditorium; and/or
- A utility/administrative charge of Eleven Dollars (\$11.00) per day or any portion thereof, for use of the Men's Lounge; and/or
- A utility/administrative charge of Ten Dollars (\$10.00) per day or any portion thereof, for use of the Kitchen; and/or
- A utility/administrative charge of Eight Dollars Seventy-five Cents (\$8.75) per day or any portion thereof, for use of the Ladies' Lounge; and/or
- Other than stated above, any appropriate Facility Reimbursement Fees as stipulated in the **TOWN**'s most recent Fee Schedule Resolution.

Total fees for any event will be estimated by the **TOWN** based on information provided by **MIC** in a Facilities Use rental document. Payment to the **TOWN** is required thirty (30) days prior to the event date. These charges are agreed upon by the parties to be reasonable reimbursement to the **TOWN** for utility and customary charges incurred by reason of **MIC**'s use of the **TOWN**'s facilities for **MIC**'s educational and recreational uses.

MIC will be responsible for cleaning the provided **TOWN** facility after each event. If at any time the **TOWN** must clean the premises after **MIC** has utilized the **TOWN** facility, **MIC** hereby agrees to reimburse the **TOWN** for all costs associated with cleaning the **TOWN** facility.

If the **TOWN** premises are damaged during **MIC**'s occupancy, **MIC** hereby agrees to reimburse the **TOWN** for all costs associated with the repair of said damage. The **TOWN** and **MIC** will together inspect the premises before and after rental to ascertain whether any damage has occurred during **MIC**'s occupancy.

VI. INDEMNITY

MIC agrees that **TOWN** shall not at any time during the term of this agreement be responsible or in any way accountable, for any loss, injury, death or damage to persons or property from any cause or causes whatsoever which at any time may be by **MIC**, or any other person while occupying and/or using **TOWN** property, and **MIC** agrees to hold the **TOWN** harmless for any and all claims, liabilities, losses, damages, costs and expenses whatsoever arising out of any such loss, injury, death or damage.

MIC indemnifies, defends and holds harmless the **TOWN** and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the **TOWN** and/or any of its officials, employees or agents as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, damage caused by, arising out of, related to, or associated with this agreement.

VII. LIABILITY INSURANCE

The **MIC** shall provide to the **TOWN** a Certificate of Insurance evidencing a blanket insurance policy, to be renewed annually, in the aggregate amount of one million dollars (\$1,000,000.00), in which the **TOWN** is an Additional Insured. A separate Additional Insured endorsement evidencing the policy amendment is required to accompany the Certificate of Insurance. An additional Liquor Liability policy provided by the **MIC** will be required prior to events at which authorization for serving alcohol has been requested for and approved as outlined in Section VIII. LIQUOR LIABILITY INSURANCE of this Agreement.

VIII. LIQUOR LIABILITY INSURANCE

Prior to the sale, storage, use, donation, or giving away of alcoholic beverages on or from the subject premises by **MIC** or any other person, **MIC**, at its own expense, shall obtain a policy or policies of insurance and in a form acceptable to **TOWN** saving harmless and protecting **TOWN** and the premises against any and all damages, claims, liens, judgments, expenses and costs arising under any present or future law, statute, or ordinance of the State of Arizona or other governmental authority having jurisdiction on the premises, by reason of any such storage, sale, use or disposition of alcoholic beverages on or from the premises. Such policy or policies of insurance shall be in the amount at least one million dollars (\$1,000,000) per occurrence in which the **TOWN** is named as an Additional Insured.

IX. ATTORNEY'S FEES

In any suit which may be brought by either party to enforce this Agreement, or any part hereof, or to recover damages for the breach hereof, the Court, sitting without a jury, shall award a reasonable amount as and for attorney's fees to the prevailing party.

X. NON WAIVER OF STATUTORY LIMITATION OF LIABILITY

The parties recognize and agree that the **TOWN** does not waive the limitation of liability provided to the **TOWN** for allowing recreational or educational uses of **TOWN** property, pursuant to A.R.S. Section 33-1551. The parties further recognize and agree that the fees charged by the **TOWN** are nominal and intended to offset the **TOWN**'s cost in making the subject property available for use by the public.

XI. APPLICABLE LAW

The laws of the State of Arizona shall govern the construction, performance and enforcement of this Agreement. Venue for any action arising out of the provisions of this Agreement shall be Yavapai County, Arizona.

XII. MEDIATION

If a dispute arises out of or relates to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of experienced mediators maintained by Arizona Municipal Risk Retention Pool.

XIII. OTHER PROVISIONS

The TOWN reserves the right to close any event if the health and/or safety of the public is endangered.

The TOWN reserves the right to limit the number of participants allowed onto the site if the size of the crowd poses a threat to: 1) the public health and safety; 2) safety of the facility; or 3) safety to the surrounding community.

MIC shall comply with Yavapai County Health Codes for the serving of food.

The TOWN reserves the right to limit activities using water pursuant to Town Code Chapter 19, Article 19-11 Drought and Water Shortage Preparedness Plan.

XIV. SEVERABILITY

Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XV. CANCELLATION OF AGREEMENT

This Agreement may be cancelled by either the TOWN or MIC if either is provided with thirty (30) days written notice by the other party. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS §38-511.

XVI. NOTICE

All notices, demands or other writing to this Agreement to be sent or provided to either party shall be deemed to have been properly served when made in writing and deposited in the U.S. Mail, registered or certified, and addressed as follows:

To TOWN: Town of Clarkdale
Attention: Gayle Mabery, Town Manager
P.O. Box 308
Clarkdale, AZ 86324

To Made in Clarkdale: Made in Clarkdale
Attn: Gregory Jiede, Chairperson
PO Box 161
Clarkdale, AZ 86324

XVII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and it may be amended or modified only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 2014.

TOWN OF CLARKDALE

MADE IN CLARKDALE

Doug Von Gausig, Mayor
PO Box 308
Clarkdale, AZ 86324
(928) 639-2400

Gregory Jiede, Chairperson
PO Box 161
Clarkdale, AZ 86324
(630) 926-6489

(Town of Clarkdale Seal)

ATTEST:

Kathy Bainbridge, Town Clerk



Staff Report

Agenda Item: **YAVAPAI COUNTY LIBRARY SUPPORT AGREEMENT** – Discussion and consideration of approving the Library Support Agreement between the Yavapai County Free Library District and the Town of Clarkdale for the Clark Memorial Library.

Staff Contact: Dawn Norman, Community Services Supervisor

Meeting Date: June 24, 2014

Background: Historically the Town of Clarkdale has maintained an annual Library Service Agreement with the Yavapai County Free Library District (YCFLD or District) for services and monetary funding. As presented to Council on March 25, 2014, the YCFLD has transitioned to re-classify both the Clark Memorial Library and Jerome Public Library from the ‘small rural unincorporated community libraries’ to the ‘incorporated city/town public libraries’. This re-classification has resulted in a new agreement outlining different terms which impacts both the operational and funding responsibilities placed upon the Town; while this agreement is new to both Clarkdale and Jerome, it is the same agreement contracted with all other incorporated city/town libraries.

Since the presentation made in March, staff was able to determine the financial benefit and advantages of having the library IT services and maintenance handled ‘in-house’ by our contracted IT provider. As a result, YCFLD has agreed to assign ownership of all the IT equipment and software licenses to the Town. The equipment that will be retained by the Town includes:

1. Two staff computers and barcode scanners – including the hardware and software
2. Two receipt printers
3. Two label printers for cataloging
4. Ten public computers – including the hardware and software
 - a. Six desktop PCs
 - b. Four laptops
5. One desktop PC designated for patron catalog access
6. One Early Literacy Station PC – children’s section
7. Color printer
8. Multi-function printer
9. Wi-Fi equipment
10. Server and DSL Router/Modem
11. The required filtering software to comply with ARS §34-502(B) (1) and (2) and as defined under ARS §34-501 Children’s Internet Protection Act (CIPA)
12. The equipment required for the filtering system: Bluesocket and Barracuda

The following fees and services will no longer fall under District funding or support, and also result in additional costs to the Town:

- YLN membership fees

- IT/Computer service and support
- Internet service
- Equipment/Hardware/Software Maintenance Fees
- Computer and equipment parts
- Computer and equipment replacements
- PC warranties
- Battery back-ups/replacements
- Misc. Office/Shelving Supplies

With maintaining YLN membership, Clarkdale's library will continue receiving membership benefits which include: online catalog system/software, online databases for e.g. Overdrive for eBooks and Audio books, the circulation system/software used by all of the YLN libraries, professional assistance and consultation services, continuing education opportunities and trainings for staff and volunteers, and coordination of county-wide library services.

The estimated additional cost associated with this new agreement would be \$5,474.47 for the FY14-15. However, this figure does not include IT/computer services, PC warranties, computer and equipment parts and replacement, and battery back-up replacements. Consideration of these potential expenses have been included in the Town's FY14-15 Preliminary Budget.

Note: none of the changes being presented affect the annual contribution the Town receives from Yavapai County for library operations; this is separate funding which will continue. However, beginning July 1, 2014 this funding amount also will be calculated each year with the same formula used to determine the distribution amounts for all incorporated city/town public libraries. (For your information Clarkdale received: in FY 13-14 \$37,752.02; in FY 12-13 that amount was \$30,613.)

Recommendation: Staff recommends that the Council approve the Library Support Agreement between the Yavapai County Free Library District and the Town of Clarkdale for the Clark Memorial Library for FY14-15.

LIBRARY SUPPORT AGREEMENT

Yavapai Library Network

THIS AGREEMENT is made and entered into this _____, 20__, by and between Yavapai County Free Library District (hereinafter the "DISTRICT") and _____, (hereinafter the "MEMBER LIBRARY").

RECITALS

WHEREAS, the DISTRICT was established in 1987 pursuant to ARS § 48-3901 for the purpose of supporting and facilitating the provision of library services within the boundaries of Yavapai County; and

WHEREAS, the DISTRICT is a political taxing subdivision of the State of Arizona and has all the powers, privileges and immunities granted generally to municipal corporations by the constitution and laws of this state; and

WHEREAS, the District has an agreement with the Department of Library, Archives and Public Records of the State of Arizona, hereinafter referred to as the "State Library," to provide library services within Yavapai County and the State of Arizona; and

WHEREAS, the District and various municipalities, boards and other entities recognize the need to cooperate in the provision of library services to the residents of the Yavapai County; and

WHEREAS, these same parties have historically formed a partnership known as the Yavapai Library Network (YLN) which was established in 1985 to better serve the needs of the residents for library services in Yavapai County through the use of technology having common standards; and

WHEREAS, these same parties acknowledge the value derived in the provision of services from economies of scale that are created by mutual cooperation and resource sharing bind themselves together with the DISTRICT to form a consortium of public, school, academic, and special Libraries (hereinafter the "NETWORK"); and

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

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Responsibilities of the District.** The DISTRICT hereby agrees to
 - a. Act as host and fiscal agent to ensure continued delivery of library services to the MEMBER LIBRARY and to facilitate the stability and operation of the NETWORK.
 - b. Assign, within budgetary and resources limitations, technical and management staff as deemed sufficient to meet the normal service requirements of the NETWORK and the MEMBER LIBRARY. Examples of such services include routine system maintenance, upgrades, backups and recovery.
 - c. Timely notify all MEMBER LIBRARIES of system changes and scheduled system outages.
 - d. Work cooperatively with vendors, MEMBER LIBRARIES and other involved parties to ensure compliance with industry standards and to ensure the success of on-going system operations.
 - e. Provide dedicated hardware and software resources to be housed in a secure environment and incorporating sufficient network bandwidth to allow MEMBER LIBRARIES to readily access the resources of the NETWORK.
 - f. Provide periodic operational status reports as required to fully inform MEMBER LIBRARIES of the nature, type and status of services being rendered by the DISTRICT.
 - g. Provide individual data, not covered under normal operation of the NETWORK, to any MEMBER LIBRARIES, subject to additional charges as set forth in Attachment A.
 - h. Provide for all operational costs of the NETWORK.
 - i. Gather statistics and other information as required for establishing fiscal-year based billing amounts payable by MEMBER LIBRARIES to ensure the continuity of the NETWORK. Statistics will be based on a complete calendar year.
 - j. Provide MEMBER LIBRARIES an estimated annual cost of operation assessment with anticipated benefits for the MEMBER LIBRARY no later than January 15 of each year during the initial term of this Agreement or renewals thereof.
 - k. Provide to each MEMBER LIBRARY, no later than March 15 of each year during the initial term of this agreement or renewals thereof an annualized invoice for services to be rendered to reflect allocation of costs as shown in the Formula for Shared Costs (Attachment A - Model for Annual Assessment).
 - l. Provide technical management services for NETWORK systems including maintenance and systems administration that support the operation of the ILS (Integrated Library System).
 - m. With the advice and recommendations of the NETWORK STEERING Committee apply enhancements to the ILS as deemed necessary.
 - n. Notify the MEMBER LIBRARIES of any decision by the DISTRICT to withdraw from oversight of and/or participation in the NETWORK no less than 1 year prior to the effective date of any such decision.
 - o. Except as expressly specified in this agreement, the DISTRICT shall save, hold harmless and indemnify the MEMBER LIBRARY and its officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the DISTRICT or the DISTRICT's officials, employees and agents.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

- 2. Responsibilities of the MEMBER LIBRARY.** The MEMBER LIBRARY hereby agrees to
- a. Adhere to all duly established rules and guidelines governing the functioning of the NETWORK STEERING Committee.
 - b. Comply with Executive Order #99-4 (dated January 29, 1998) concerning non-discrimination in employment.
 - c. Protect the security and access to the catalog and further agrees to comply with the Yavapai Library Network protocols with regard to cataloging as outlined in the YLN Cataloging Manual; to requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases; and comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of the DISTRICT and the NETWORK.
 - d. To adhere to Intra-library loan document delivery procedures as outlined in the YLN Circulation Manual.
 - e. Maintain the privacy and confidentiality of Library users and comply with all privacy laws including those specifically applicable to students as covered under by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) . Violations of user privacy may be subject to civil penalties and criminal prosecution.
 - f. Contribute bibliographic and holdings data into the ILS.
 - g. Provide access to its catalog of shared items that will be available for use by the MEMBER LIBRARIES.
 - h. Participate in the functions and activities of the NETWORK STEERING Committee which shall act as a general oversight and guidance body.
 - i. Allocate financial resources as determined to be necessary for the stability, growth and enhancement of the Network and its MEMBER LIBRARIES pursuant to the provisions of (Attachment A - Model for Annual Assessment)
 - j. Pay promptly any/all fees and charges as established herein no later than 30 days following receipt of an invoice for said fees or charges.
 - k. Work cooperatively with staff assigned by the DISTRICT, pursuant to this Agreement, and collaborate prior to the acquisition by the MEMBER LIBRARY of any/all hardware or software intended to interface with the NETWORK systems. This is to ensure proper functionality and compatibility for the MEMBER LIBRARY. The DISTRICT shall reserve the right to decline to connect any hardware and/or software determined by the DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of the NETWORK.
 - l. Designate an individual who can maintain computer problems resolution and who is responsible for consulting with the YLN support staff in regard to matters relating to the operation of the automated system. This person shall be referred to as the TECHNICAL CONTACT.
 - m. Purchase, operate and maintain at its sole expense its own circulation, cataloging, and public access stations as well as telecommunications equipment. All equipment that interfaces directly with the NETWORK services shall be evaluated by NETWORK staff to ensure compatibility.
 - n. Provide its own Internet connection with sufficient bandwidth to meet its own needs and any requirements as established by the DISTRICT or the NETWORK pursuant to this Agreement.
 - o. Except as expressly specified in this agreement, the MEMBER LIBRARY shall save, hold harmless and indemnify the DISTRICT and the DISTRICT officials, employees and agents

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the MEMBER LIBRARY or the MEMBER LIBRARY's officials, employees and agents.

3. **Annual Assessment.** In consideration of the DISTRICT's provision of services pursuant to Section 1 of this Agreement, the MEMBER LIBRARY shall pay an annual assessment to the DISTRICT with the amount to be determined annually as set forth in (Attachment A - Model for Annual Assessment).
4. **NETWORK STEERING Committee.** The MEMBER LIBRARY shall designate a representative to serve on the committee. The composition and function of the NETWORK STEERING Committee is described in greater detail in (Attachment C – Network Steering Committee).
5. **Additional Responsibilities of certain MEMBER LIBRARY.** A MEMBER LIBRARY that is a Public Library associated with an incorporated municipality shall in addition to the assumptions of responsibilities as in section 2 hereby agree to the following additional conditions:
 - a. Provide equal access to use the library facilities and services to all the residents of the County and provide core services free of charge to the same. These free core services shall include: borrowing privileges and computer use if available.
 - b. The Public Library and the District shall cooperate in planning and implementing resource sharing activities acceptable to the District and the Public Library. Shared resources shall be free of cost to the residents except in the case of inter-library loans where the lender is outside of the NETWORK. In that case postage recovery costs for library materials sent to any and from any library may be passed on to the Library user limited to a total cost of \$6.00 per item or transaction.
 - c. All library materials purchased with DISTRICT funds for the Public Library are the property of the Public Library.
 - d. All DISTRICT funds, including contributions, that are declared for a specific purpose are to be used solely for that purpose. An annual written accounting shall be made to the DISTRICT by the MEMBER LIBRARY describing the manner and use of DISTRICT funds by the end of the fiscal year. Funds unused within the given fiscal year shall be forfeit to the DISTRICT.
6. **Annual Contribution Eligibility for Certain Public Libraries.** A MEMBER LIBRARY that is a public Library associated with an incorporated municipality may be eligible to participate in the distribution of funds and services from the portion of jurisdiction's tax levy according to the formula as set forth in (Attachment B - Model for Annual Contribution to Public Libraries).
7. **Term of Agreement.** The initial term of this Agreement shall commence on _____ 20__, and shall terminate on June 30, 2014. Thereafter, it shall be automatically renewed for successive one-year terms unless terminated or non-renewed as provided herein.

LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

8. Termination/Non-Renewal

- a. **Early Termination.** This Agreement may be terminated at any time by mutual agreement of the parties.
- b. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming breach shall provide written notice to the Breaching Party, said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the Breaching Party's receipt of notice, this Agreement shall terminate, at the option of the Party alleging breach.
- c. **Non-Renewal.** Except as otherwise expressly provided herein, written Notice of Intent not to renew this Agreement shall be provided by the non-renewing Party to the other Party no later thirty (30) days before the specified termination date.
- d. **Residual Obligations.** Unless otherwise expressly agreed by the Parties all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination or non-renewal is effective shall remain in full force and effect and binding on the respective Parties, except where covered under A.R.S. Section 38-511.

9. Miscellaneous Provisions

- a. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no modifications to the terms and conditions of the lease shall be binding upon the Parties unless evidenced by a written agreement approved and executed by the MEMBER LIBRARY and the DISTRICT.
- b. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
- c. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
- d. **Notices.** Notices to be sent pursuant to this Agreement shall be sent certified mail, postage prepaid to the following addresses:

District:

Yavapai County Free Library District
1971 Commerce Center Circle, Suite D
Prescott, AZ 86301

Member Library:

or to such other addresses as the parties may officially designate in writing.

- e. **Assignment.** Neither Party shall assign or otherwise convey any right or obligation as set forth in this Agreement or any interest thereof without the express written consent of the other Party.
- f. **Conflict of Interest.** This Agreement is subject to cancellation in accordance with ARS §38-511, the pertinent provisions of which are incorporated herein.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

- g. Governing Law.** Any disputes regarding this agreement shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions.

The parties shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein and agree to provide all cooperation reasonably necessary for such compliance.

- h. Scrutinized Business Operations.** Pursuant to A.R.S. §35-391.06 and 35-393.06, the Parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purposes of this paragraph the term “scrutinized business operation” shall have the meanings set forth in A.R.S. §35-391 or and 35-393, as applicable. If either Party determines that the other Party submitted a false certification, the Party may impose remedies as provided by law including cancellation or termination of this Agreement.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the date first above written.

APPROVALS

County: Yavapai County Free Library District

By _____ Date _____
Chairman, Board of Directors

ATTEST:

Clerk, Board of Supervisors Date

APPROVED AS TO FORM:

Deputy County Attorney Date

Member Library: _____

By _____ Date _____
Title _____

ATTEST:

Clerk Date

APPROVED AS TO FORM:

Counsel for Member Library Date

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Attachment A

Model for Annual Assessment

The annual assessment calculation is in five parts: **Annual Capital Assessment, Annual Project Assessment, Total Annual Assessment, Overall NETWORK Assessment Proportions, and Individual Library Assessment Ratios.** Each part is reflected in tables A-1 thru A-5. An example scenario is illustrated in tables A-6 thru A-9.

The first part is calculating the base amount that will be assessed to the MEMBER LIBRARIES that constitute the NETWORK for future technological needs. This value shall be hereafter the base annual assessment.

This amount is calculated based upon the anticipated financial needs of the NETWORK for some future technology pursuant to the annual technology plan as provided by the COUNTY as part of the annual assessment and benefit statement to be provided to the MEMBER LIBRARY each January 15.

This annual assessment shall in effect act as a sinking fund to ensure the stability and future viability of the NETWORK.

Therefore, the base annual contribution amount shall be based upon the following formula:

Table A-1- Capital Assessment

Calculations for Capital Assessment	Formula
Total estimated future costs (Capital expenses such as an ILS upgrade)	Amount
Number of years in the future between this year and the year of the anticipated expense	Years
Annual Capital Assessment Amount	Capital = Amount / Years

The NETWORK STEERING COMMITTEE may elect to implement special projects planned for the subsequent year(s) in the future or form a contract to implement a special service over several years through the DISTRICT. All estimated expenses associated with these projects, as approved by the NETWORK STEERING COMMITTEE, shall be assessed in the year the expense is incurred as part of the annual assessment. These costs shall be treated as planned and budgeted for the upcoming fiscal year with the understanding that the NETWORK shall reimburse the DISTRICT for all costs during that year as they are deemed above and beyond the operation of the NETWORK and shall be apportioned by adding these estimated and approved costs to the Annual Capital Assessment.

Table A-2- Projects Annual Assessment

Calculations for Project Assessment	Formula
Total estimated Project costs	Amount
Number of years in the future between this year and the year of the anticipated expense or the number of years the project is anticipated to continue	Years
Annual Project Assessment Amount	Project = Amount / Years

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

The Total Annual Assessment is determined by combining Annual Capital Assessment and the Annual Project Assessment.

Table A-3 Total Annual Assessment

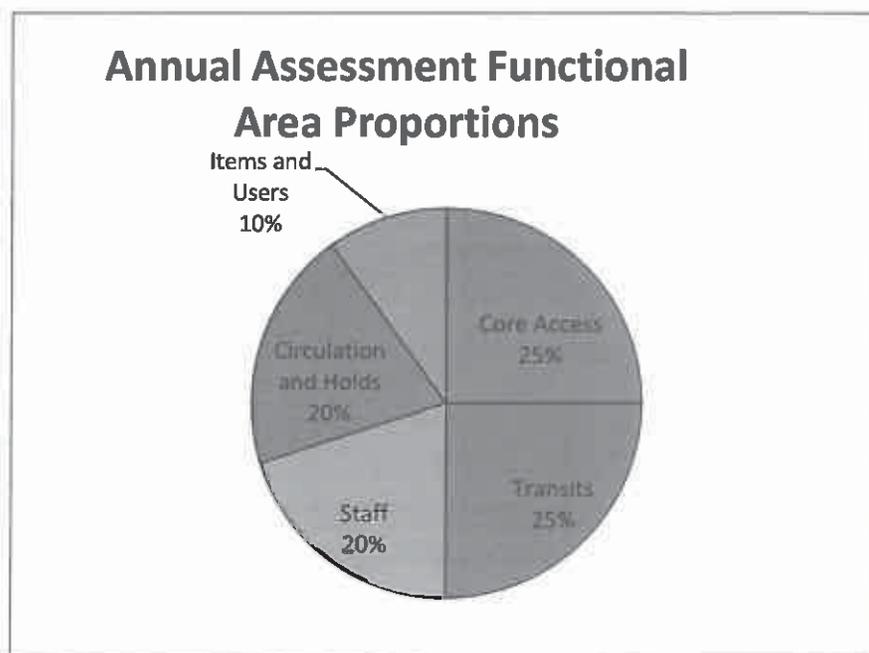
Calculations for Total Annual Assessment	Formula
Annual Capital Assessment	Base
Annual Project Assessment	Projects
Total Annual Assessment	Total Annual = Base + Projects

The Annual Assessment then is allocated to the individual MEMBER LIBRARIES according to a combination of proportions (weights) and ratios that reflect the size and activity of the MEMBER LIBRARY relative to the other members of the NETWORK. The purpose of this allocation method is to best possible allocating costs in an equitable manner based upon library performance and access.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Table A-4- FUNCTIONAL AREA PROPORTIONS

Calculations for Annual Assessment Amount	Proportions																		
Core Access – basic access to the ILS (Integrated Library System)	25%																		
Transits (intra-library loans) between MEMBER LIBRARIES	25%																		
<p>Staff - The number of staff includes: paid staff, volunteers, and students using the ILS (Integrated Library System) to perform staff functions such as check in, check out, user registration, etc. Staff not performing system functions such as custodians will not be considered in the equation. In this hypothetical example, volunteers, student workers, and employees of Library A combine to equal 2 FTE.</p> <table style="margin-left: 40px;"> <thead> <tr> <th><u>Position</u></th> <th><u>Hours</u></th> <th><u>FTE</u></th> </tr> </thead> <tbody> <tr> <td>Volunteers</td> <td>10</td> <td>0.25</td> </tr> <tr> <td>Student Helper</td> <td>10</td> <td>0.25</td> </tr> <tr> <td>Part-time employee</td> <td>20</td> <td>0.50</td> </tr> <tr> <td>Full-time Employee</td> <td>40</td> <td>1.0</td> </tr> <tr> <td>Total</td> <td>80</td> <td>2.0</td> </tr> </tbody> </table>	<u>Position</u>	<u>Hours</u>	<u>FTE</u>	Volunteers	10	0.25	Student Helper	10	0.25	Part-time employee	20	0.50	Full-time Employee	40	1.0	Total	80	2.0	20%
<u>Position</u>	<u>Hours</u>	<u>FTE</u>																	
Volunteers	10	0.25																	
Student Helper	10	0.25																	
Part-time employee	20	0.50																	
Full-time Employee	40	1.0																	
Total	80	2.0																	
Circulation/Holds – items checked out and renewed (circulated) items and filled holds (library user or staff requested reservations) placed on library items.	20%																		
Collection/Users - the number of items in the collection held and the number of active users of the MEMBER LIBRARY	10%																		
Total of all proportions.	100%																		



**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Each MEMBER LIBRARY then is assessed based upon their **relative ratio** of each of these areas.

Table A-5- INDIVIDUAL LIBRARY AREA SPECIFIC RATIOS

Calculations for Annual Assessment Amount	Ratio
Core Access	CoreRatio = 1 / Total Number of Libraries
Transits	TransitsRatio = Member Transits / Total Transits
Staff	StaffRatio = Member Staff / Total Staff
Circulation/Holds -- items checked out and renewed (circulated) items and filled holds (library user or staff requested reservations) placed on library items.	CircHoldRatio = (Member Circulation + Member Holds) / (Total Circulation + Total Holds)
Collection/Users - the number of items in the collection held and the number of active users of the MEMBER LIBRARY	CollectionUserRatio = (Member Collection + Member Users) / (Total Collection + Total Users)

The annual assessment amount that will be distributed among the MEMBER LIBRARIES shall be assessed based upon this formula yearly and MEMBER LIBRARIES notified pursuant to this Agreement, Section 1 and subsection k.

This formula is subject to change based upon the dynamic nature of emerging technologies and their impact on the libraries. For example the shifts from tangible to intangible assets, such as going from physical books to electronic books (eBooks).

This formula is also subject to change based upon requests for additional resources and services from recommendations of the Network Steering Committee. These additional resources and services may impact the need for additional funds in the current year and in the future.

Changes to this formula will be communicated during the annual renewal period through written notification from the DISTRICT to the MEMBER LIBRARY.

The annual assessment for each MEMBER LIBRARY would be decided according to the following formula:

$$\begin{aligned}
 & \text{INDIVIDUAL MEMBER LIBRARY ASSESSMENT} \\
 & = \text{Sum of the } (\text{TOTAL ANNUAL ASSESSMENT} \\
 & \times \text{FUNCTIONAL AREA PROPORTION}) \\
 & \times \text{INDIVIDUAL LIBRARY AREA SPECIFIC RATIO}
 \end{aligned}$$

Example: using the formula as given above with fictional values the result is as follows.

Step 1) Calculate the Annual Capital Assessment

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Table A-6- Example Annual Capital Assessment

ILS Upgrade in FY15-16	\$ 600,000
Number of years	4
Net annual assessment	\$ 150,000

Step 2) Calculate the Annual Project Assessment

Table A-7- Example Approved Project with a Multi-Year Annual Project Assessment

Ebook subscription until FY15-16	\$ 100,000
Number of years	4
Net annual assessment	\$ 25,000

Step 3) Calculate the Total Annual Assessment

Table A-8- Example Total Annual Assessment

Net Annual Assessment	\$ 150,000
Projects	\$25,000
Total annual assessment	\$ 175,000

Step 4) Calculate the individual library assessment.

Table A-9- Example Library Assessment for their portion of the \$175,000

Example Library Assessment						
Functional Area	Overall Proportion of Annual Assessment	Overall Annual Assessment	NETWORK Functional Area Totals	LIBRARY Functional Area Inputs	LIBRARY Ratio	LIBRARY Assessment
Core Access	25%	\$ 43,750.00	40	1	2.500%	\$ 1,093.75
Transits	25%	\$ 43,750.00	236,701	1707	0.721%	\$ 315.51
Staff	20%	\$ 35,000.00	144.185	10	6.936%	\$ 2,427.44
Circulation and Holds	20%	\$ 35,000.00	2,580,605	17235	0.668%	\$ 233.75
Items and Users	10%	\$ 17,500.00	1,306,893	46805	3.581%	\$ 626.74
Total	100%	\$175,000.00				\$ 4,697.19
LIBRARY % of Total						2.684%

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Attachment B

Model for Annual Contribution to Public Libraries

The Municipality for the given Public Library and the DISTRICT acknowledge that the services to be performed by the Public Library have a value to the residents of Yavapai County. The DISTRICT while under no obligation may provide a monetary contribution to the Public Library pursuant to A.R.S. 11-904. The amount of the contribution that the DISTRICT may provide to assist in the operation of the Public Library is as follows:

The annual contribution calculation is in two parts. The first part is calculating the amount that will be available to the Public Libraries. This amount is calculated as being the total taxes collected less the costs of operating the DISTRICT and the operation of the NETWORK.

Therefore, the general annual contribution total amount shall be based upon the following formula:

Calculations for Funds Available	
Total Tax Revenue Collected	Taxes
Operating Costs of the DISTRICT	District
Operating Costs of the NETWORK	Network
Total Funds Available	Taxes - (District + Network)

The formula for distribution shall be as presented in the following matrix that is applied to the funds available.

1. Five percent (5%) of the total funds available will be the base amount and apportioned to the Public Library based on the ratio of the number of Public Libraries associated with incorporated municipalities participating.
2. Five percent (5%) of the total funds available and apportioned based on the population of the incorporated municipality that is responsible for the Public Library divided by the total population of the County.
3. Fifty percent (50%) is based on total net assessed value of the property of the incorporated municipality that is responsible for the Public Library divided by the total net assessed value of the County.
4. Twenty percent (20%) is based on total amount of the circulation including renewals and intra-library loans received by the Public Library divided by the total number of the same for all of the libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the Public Library divided by the total number of the same for all of the libraries.
6. Ten percent (10%) of contribution is based on total number of items held by the Public Library divided by the total number of the same for all of the libraries.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

The MEMBER LIBRARY may choose to have the DISTRICT withhold a portion of the contribution for special projects that will be funded by the DISTRICT through reimbursement. Monies not expended by the MEMBER LIBRARY at the end of the April shall be forfeit back to the DISTRICT. The DISTRICT shall withhold from the contribution the annual assessment as defined in Attachment – A.

The annual contribution shall be distributed one-half in November and the balance in May less any withholding. The DISTRICT will provide a statement with the estimated contribution amount to the MEMBER LIBRARY no later than February of each year.

This formula is subject to change based upon the changing natures of emerging technologies and their impact on the libraries, shifts in population and changes in local governance.

Changes to this formula will be communicated during the annual renewal period through written notification from the DISTRICT to the MEMBER LIBRARY.

Therefore the contribution matrix is as follows:

Contribution Ratios	Weight	Member Library Ratio	Resultant
Basic Amount of Contribution	5%	1 / Total Number of Public Libraries Participating	Weight * Ratio * Funds Available
Population	5%	Member Population / Total Population of County	Weight * Ratio * Funds Available
Assessed Value	50%	Member Total Assessed Value / Total Assessed Value of County	Weight * Ratio * Funds Available
Circulation + Intra-Library Loans	20%	Member Circulation/Total Circulation	Weight * Ratio * Funds Available
Active Number of users	10%	Member users / Total users	Weight * Ratio * Funds Available
Items In MEMBER LIBRARY Collection	10%	Member Items / Total Items	Weight * Ratio * Funds Available
TOTAL	100%		Sum is the Member Annual Contribution

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Example: using the formula as given above with fictional values the result is as follows.

Calculations for Funds Available	
Total Tax Revenue Collected	\$ 2,500,000
Operating Costs of the DISTRICT	\$ 1,000,000
Operating Costs of the NETWORK	\$ 300,000
Total Funds Available	\$ 1,200,000

Number of Public Libraries: 5	Total	Member Library
Population	211,000	36,250
Assessed value	\$ 200,000,000	\$ 25,000,000
Circulation	2,500,000	500,000
Users	150,000	25,000
Items	1,250,000	100,500

The resulting contribution for the Public Library would then be as follows:

Contribution Ratios	Weight	Member Library Ratio*	Resultant
Basic Amount of Contribution	5%	(1 / 5) = 20%	\$ 12,000
Population	5%	(36,250 / 211,000) = 17%	\$ 10,308
Assessed Value	50%	(25,000,000 / 200,000,000) = 13%	\$ 75,000
Circulation = (loans + Inter-Library Loans)	20%	(500,000 / 2,500,000) = 20%	\$ 48,000
Active Number of Users	10%	(25,000 / 150,000) = 17%	\$ 20,000
Items In MEMBER LIBRARY Collection	10%	(100,500 / 1,250,000) = 8%	\$ 9,648
TOTAL	100%		\$ 174,956

* Percentages are rounded for simplicity in this example.

LIBRARY SUPPORT AGREEMENT MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

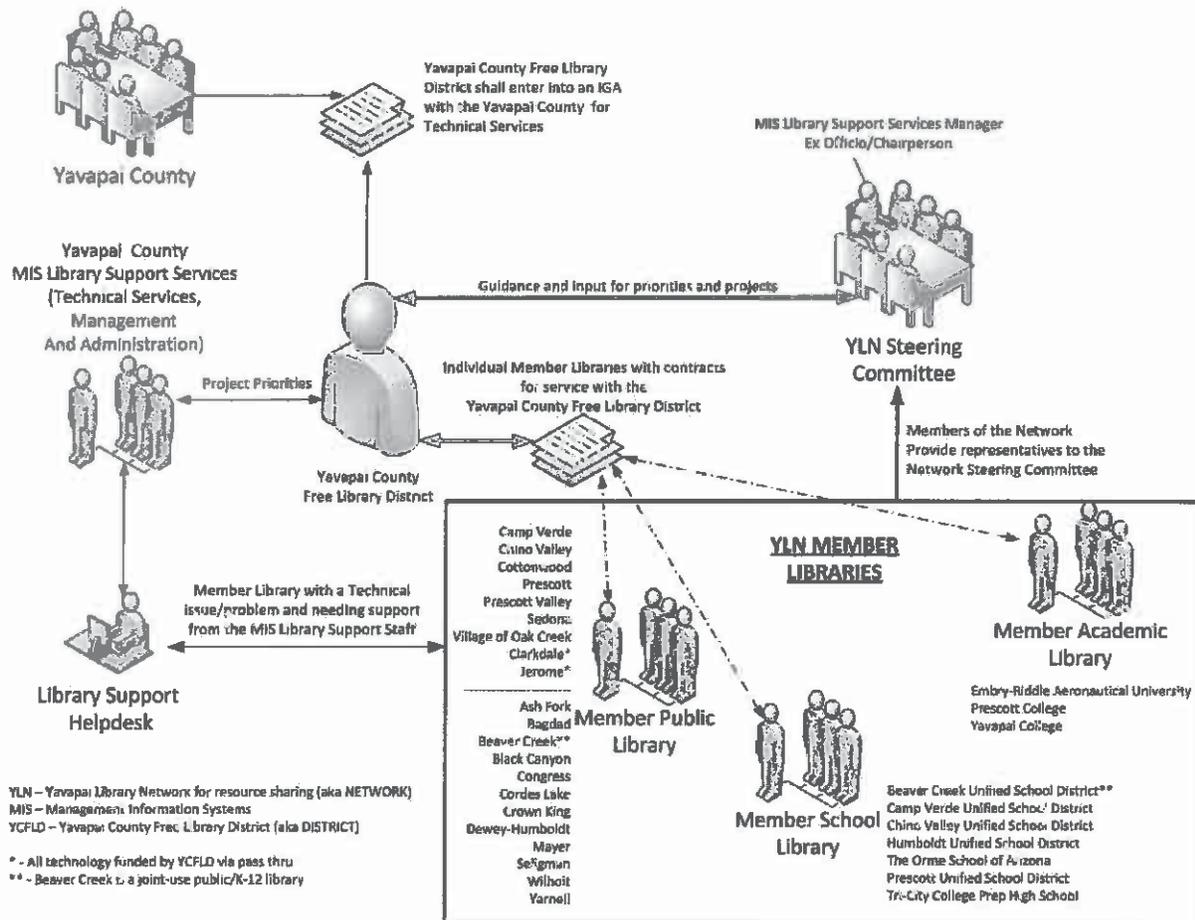
Attachment C

NETWORK STEERING COMMITTEE

The NETWORK STEERING Committee is a body that serves the needs of all the MEMBER LIBRARIES. It is composed of representatives of the Library District, Public Libraries, Public and Private Schools, Colleges and Universities. Each MEMBER LIBRARY (signatory on this agreement) has a single representative seat on the committee. This representative is selected by the MEMBER LIBRARY to represent their interests and needs for library services.

The MIS Library Network Manager and the County MIS Director **are** ex-officio officers of the board.

This body is advisory in nature and helps the Library District Director in establishing priorities and the direction of the NETWORK. All decisions of the Committee must be ratified by the Library District Director who has sole authority over spending.



Clarkdale Verde River Ambassador Startup Cost Estimate.

✓ Shirts:	12 shirts @ 30.00 each	= \$360.00
Screening:	Set up	= \$10.00
	Screen Cost	= \$10.00
	Screen Per Shirt \$3.50 x 12	= \$42.00
	Name Tags \$10.00 x 6	= \$60.00
Vehicles:	Two 4x4 Pickups provided by PANT	= \$00.00
Maintenance:	Initial set up and maintenance Estimate 2 vehicles.	= \$2,500.00
Fuel:	2,490 hours at 1 gal. an hour	= \$8,939.00 (Based on ???)
	Magnetic Signs	= \$200.00
	Vehicle insurance \$500.00/Vehicle	= \$1,000.00 ✓
Ambassador radios:	Three radios provided by Utilities	= \$00.00
	Programming Fee	= \$150.00
	Vehicle radios 2 @ \$380 ea.	= \$760.00 ✓
Oleoresin Capsicum:	Three cans to be shared	= \$60.00
Phone	Three Motorola phones	= \$00.00
	Monthly fee	= \$23.00 (850.00 Annual)
Fanny packs:	Six packs at 25.00 each.	= \$150.00
Water Containers:	5 Gal. containers \$20.00 each.	= \$40.00
	Home Depot	
	Vehicle rack for container	= \$100.00 ✓
	1 rack per vehicle	
	Additional equipment costs (Snake Sticks First Aide Kit)	= \$1,000.00
	TOTAL:	= \$17,131
Wages:	Six Ambassadors	
	20 hours per week	
	\$11.00 per hour	= \$1,320/week

At the current rate of pay and the current number of hours anticipated the annual compensation will be \$68,640.00. I anticipate this number will be somewhat less based on season and potential drawback of hours worked per day.

(Consider putting up \$200.00 per ambassador as a one-time equipment purchase fee.)



Staff Report

Agenda Item: PUBLIC HEARING FOR CDBG PROJECTS– Public Hearing to receive input regarding the use of FY14 federal Community Development Block Grant (CDBG) funds.

Staff Contact: Wayne Debrosky, Public Works & Utilities Director

Meeting Date: June 24, 2013

Background: The Town of Clarkdale is scheduled to receive approximately \$266,693.00 in FY14 federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing Regional Account. CDBG funds must be used to benefit low to moderate income persons and areas, alleviate slum and blight, or address health and safety hazards. A public hearing is required to gather citizen input on the use of the CDBG funds.

The Town of Clarkdale staff recommendations for the use of the CDBG funding are:

- Installation of ADA bathrooms in the Clubhouse Complex.
- Updating ADA structures in the Town Hall Complex
- Removal of architectural barriers in Town Hall Complex buildings.

These projects have a high priority and the Town does not have to satisfy low income requirements to qualify.

Recommendations: No Council action required. This agenda item is to receive input from the public regarding the use of FY14 federal Community Development Block Grant (CDBG) funds.



Staff Report

Agenda Item: **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA ABANDONING A PORTION OF FIFTH STREET AS SET FORTH IN THE PAZ AND COTA SUBDIVISION PLAT RECORDED IN BOOK 2, PAGE 128 OF THE OFFICIAL RECORDS OF YAVAPAI COUNTY** - Discussion and consideration of Resolution #1469, a resolution abandoning a portion of Fifth Street.

Staff Contact: Beth Escobar

Meeting Date: June 24, 2014

Presented to: Town Council

Background:

Mr. Bill Fries, owner of Assessor's Parcel Number (APN) 406-21-013B, has submitted a request for abandonment of a portion of the right-of way known as Fifth Street in the Paz and Cota Subdivision.

The Paz and Cota subdivision plat was recorded December 28, 1917. This project is located west of Broadway Street between Clarkdale and Cottonwood. The area is accessed from Palisades Drive off of Broadway. There are twelve existing houses within the subdivision. Paz and Cota was originally platted as forty blocks. The blocks range in size from 1.5 to 2 acres and were platted to be broken into lots approximately 30 feet by 60 feet. However, the actual sales and construction in the area have occurred in the blocks. The first home in this area was constructed in 1982.

Verde Street and Copper Street, both which run approximately west to east, serve as the primary street access for the existing homes.

The Paz and Cota subdivision plat dedicates the street system designated on the map for 'the use and benefit of the general public.'

Even though the plat was dedicated prior to the incorporation of the Town, these streets are considered public right-of-way because of the original dedication. The street system within this subdivision has never been improved, therefore the streets have never been adopted into the Clarkdale street system.

Section 9-240(B)(3)(e) of Arizona State Statutes provides Council the power to abandon public right-of-way,



Staff Report

Section 28-7208 of Arizona Revised Statutes provides for the abandonment of a roadway and vesting of title in the adjacent owners 'subject to the giving of consideration to the owner of the abutting property to the governing body in an amount deemed by the governing body to be commensurate with the value of the abandoned roadway'.

Council has previously approved the abandonment of other public right-of-way in the Paz and Cota subdivision, including the abandonment of a portion of Fourth Street, directly west of the property involved in this application. Compensation for the value of the property being abandoned was not required for these previous actions. The portion of right-of-way proposed to be abandoned is approximately 0.58 acres. It would be difficult to assign a compensation amount to this property since it has no value except to the abutting property owners.

There are no recorded easements noted in the section of Fifth Street being requested to be abandoned. The property owner directly to the east, APN406-21-018 is in support of the abandonment. Upon abandonment, half of the right-of-way would be absorbed into each adjacent parcel.

The applicant has provided legal descriptions in preparation for the right-of-way being abandoned and absorbed into the adjacent parcels.

Recommendation: Approval of Resolution #1469, a Resolution of the Mayor and Council of the Town of Clarkdale, Arizona abandoning a portion of Fifth Street as set forth in the Paz and Cota Subdivision Plat as recorded in Book 2, Page 128 of the Official Records of Yavapai County.

Attachment:

1. Paz and Cota Plat
2. Draft Resolution

RESOLUTION NO. 1469

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA ABANDONING A PORTION OF FIFTH STREET AS SET FORTH IN THE PAZ AND COTA SUBDIVISION PLAT RECORDED IN BOOK 2, PAGE 128 OF THE OFFICIAL RECORDS OF YAVAPAI COUNTY.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, AZ:

SECTION 1: That the following right of way as appears of record on the plat of the Paz and Cota Subdivision, recorded in Book 2, Page 128, official records of Yavapai County, are deemed abandoned by the Town of Clarkdale as not necessary to the public's health, safety and welfare:

That portion of Fifth Street located south of Copper Street and as further described in Exhibit A and B.

SECTION 2: Pursuant to A.R.S §28-7205(3) title to the roadways abandoned above shall vest in the owners of record of the land abutting the vacated roadways, each abated owner taking to the center of the roadway.

SECTION 3: The Town Council has reviewed and considered the property being abandoned, including the degree of fragmentation and its lack of marketability, and determined the property has no value.

PASSED AND ADOPTED by the Mayor and Council of the Town of Clarkdale, Arizona this 24th day of June, 2014.

Mayor Doug Von Gausig

ATTEST

Kathy Bainbridge, Town Clerk

APPROVED AS TO FORM:

Town Attorney

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
 That we, Manuel Paz, and Susana Gota, being the owners of LONG VIEW TOWNSITE, situate in the South half of the Northwest quarter of Section twenty eight, Township sixteen, North, Range three, East, 6th and 8th Ranges, Maricopa, Yavapai County, Arizona, by following streets to the use of the general public: FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTEENTH, NINTH, TENTH, and ELEVENTH, also, OAK, COPPER, VERDE, DALE, BOUNDARY and VALLEY streets, together with all the alleys, ways, and parks, which now or hereafter may be made, all to be for the use and benefit of the general public.

Manuel Paz
 Susana M. Gota.

State of Arizona
 County of Yavapai
 This instrument was acknowledged before me by Manuel Paz and Susana Gota this 12th day of June, 1917.

C. H. Rutherford,
 Notary Public.

My Commission expires March 15, 1920.

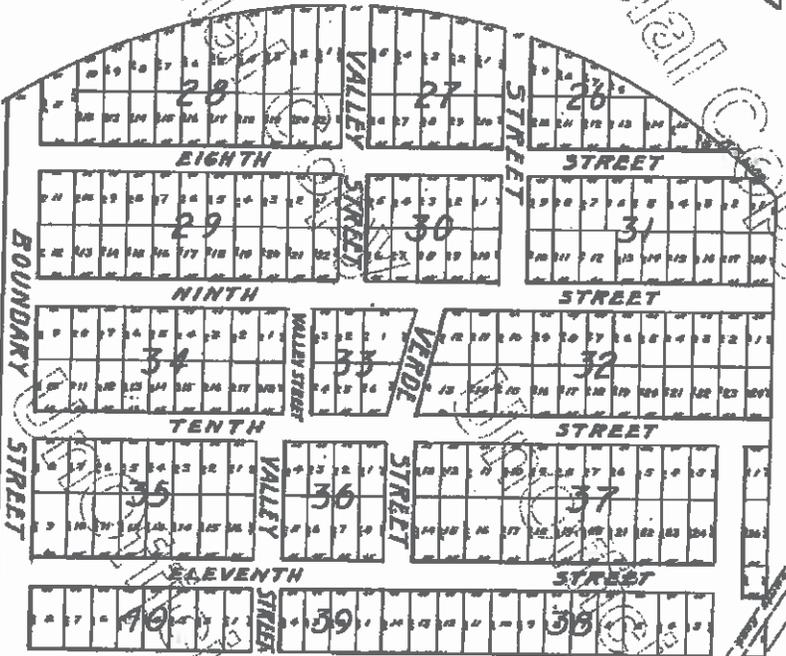
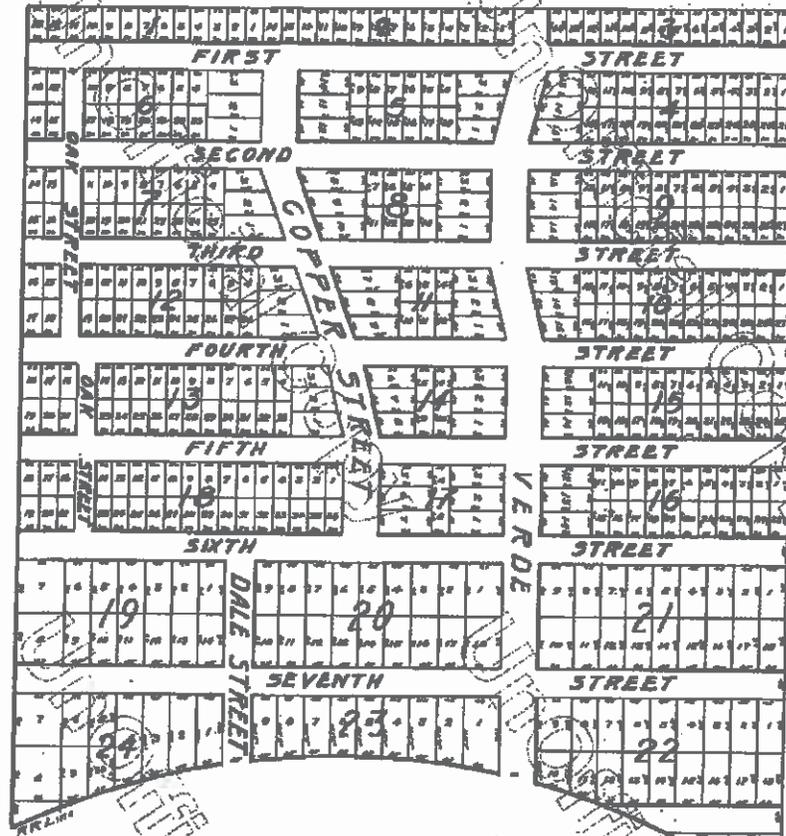
8524.

Filed and recorded at request of C. H. Rutherford December 26th, A.D. 1917, at 8:30 o'clock, P.M., in Book 8 of Maps and Plans, Page 43, Maricopa, Yavapai County, Arizona.

E. A. M. Swain,
 County Recorder.

SEAL

Notary
 Public
 Susana Gota



PAZ & GOTA SUBDIVISION

SE 1/2 28-28 T. 16 N. R. 3 E. 6 S. 1/2 RM.

LONG VIEW TOWNSITE

Scale (Enlarged) 1/4" = 10'



Staff Report

Agenda Item: **WORKSESSION REGARDING ORDINANCE #362 WHICH ADDS LANGUAGE TO CHAPTER 2 OF THE TOWN CODE ALLOWING FOR CHARGING OUTSIDE CONSULTANT'S FEES** - discussion regarding changes to Section 2-5-8 of the Town Code adopting language allowing for the charging of outside consultant's fees.

Staff Contact: Beth Escobar

Meeting Date: May 27, 2014

Presented to: Town Council

Background:

Community Development staff have been asked to explore options for ensuring recovery of outside consultant fees, including legal expenses, related to development.

Current Situation

Section 12-1-18 of the Subdivision Regulations contains the following:

‘In the event staff, the Commission or the Council find it necessary to use the professional services of any person, either in their regular employ or retained outside of their regular employ, in connection with their examination, approval, inspection or acceptance of any subdivision; said services shall be paid for by the subdivider. The Council may approve a fee schedule incorporating standard professional costs and in such case a subdivider may only have to pay for excessive costs and the standard fee.’

The ability to charge fees back to the developer appears to terminate with the acceptance of the subdivision and approval of the final plat.

For subdivisions developed in the recent past, the following standard development agreement language has been used:

‘If legal action by any party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys’ fees and court costs.’

This language does not assign responsibility to pay for fees incurred to the developer if a negotiated agreement is reached without legal action being taken.



Staff Report

The Town has exposure therefore in cases where a final plat is approved and disagreements arise regarding the interpretation of either the plat, the development agreement, the subdivision agreement or any related documents. If a negotiated agreement is reached in any dispute, the Town is left with the responsibility of paying fees for legal and other services.

In addition, the Town has no formal mechanism to protect from having to pay for outside consultant's fees in the cases of non-subdivision development.

Procedures in other municipalities:

Similar to Clarkdale, the Town of Camp Verde does not have an attorney on staff and they are billed by the hour for all legal services. Per Mike Jenkins, the Community Development Director for Camp Verde, they had a legal issue in 2013 with a development. The issue occurred post construction. A settlement was negotiated, so the issue never went to court. Camp Verde incurred and paid over \$40 thousand in legal fees to settle this issue, and will not be receiving any compensation to off-set this expenses.

The Town of Jerome also does not have an attorney on staff. They do not have any fee mechanism in place to collect attorney fees for issues occurring post development.

The City of Sedona, which has attorneys and engineers on staff, has a separate line item on their fee schedule:

‘City Consultant Fees: 100 percent of the City’s cost associated with outside consultant review fees’

Per discussion with one of Sedona’s attorneys, no one has ever challenged the City over these fees.

State Regulations

Other than Section 9-499.15 of Arizona Revised Statutes which allows a municipality to set fees, staff has been unable to find any specific citation providing the ability to bill developers for expenses, specifically post development.

Proposed Changes:

Rather than adopting a fee into the fee schedule, staff is proposing a multi-layered approach to address this issue.



Staff Report

The first recommendation is proposed revisions to Section 2 of the Town Code. These revisions would add a requirement for any developer entering into a contract with the Town, such as a development agreement or subdivision agreement, to place \$5,000 in a deposit account for use for any future outside consultant fees. The new language would require the deposit amount to be replenished if exhausted, and returned to the developer at termination of the contract.

The second recommendation is to add standardized language to both subdivision and development agreements:

In the event the necessity arises requiring interpretation of this agreement, the recorded plat or any associated documents, the Developer shall be responsible for the payment of any related fees for outside consultant services, including legal fees. Per Section 2-5-8 of the Town Code, a \$5,000 deposit towards any future outside consultant services shall be required to be made to the Town upon recording of this Agreement.

The third recommendation is a stipulation be included in every design review and site plan review approval for new development requiring either a development agreement or contract including the above language.

By adopting the new ordinance language, and establishing these new procedures, the Town is protected from incurring additional costs and the developer has been made aware of their responsibilities regarding reimbursement of outside consultant's fees.

Recommendation: Staff is requesting input from Town Council regarding this draft ordinance and proposed procedural changes.

Attachment:

1. Draft Ordinance changes

**ORDINANCE NO. 362
COSTS ASSOCIATED WITH CONTRACTS**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CLARKDALE ADDING LANGUAGE TO CHAPTER 2: MAYOR AND COUNCIL; ARTICLE 2-5; SECTION 2-5-7: ORDINANCES, RESOLUTIONS AND CONTRACTS ESTABLISHING A PROCESS FOR RECOVERING COSTS INCURRED FOR THE IMPLEMENTATION, INTERPRETATION OR ENFORCEMENT OF ORDINANCES, RESOLUTIONS AND CONTRACTS; REPEALING CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA AS FOLLOWS:

Section 1: Town Code Chapter 2; Section 2; Article 2-5-8 Add the following language:

Section 2-5-8 *strike the existing language and replace with:* Payment of Ordinance, Resolution, Contract and Annexation Costs

Section 2-5-8.D. In the event any property owner or other applicant requests an action by the Town requiring a contract, including development agreements, said applicant shall be responsible for the payment of any fees for outside consultant services incurred with the processing, implementation, interpretation, enforcement or revision of the document.

Section 2-5-7.E. A deposit of \$5,000.00 as initial payment towards any future outside consultant's fees shall be paid by the applicant upon initiation of the request for a contract. The deposit shall be replenished in a like amount each time the previous deposit is consumed by expenses incurred by the Town for any action related to the contract. Any amount of the deposit remaining after finalization of the contract shall be returned to the property owner or applicant.

Section 2: All Ordinances and part of Ordinances in conflict with the provisions of this Ordinance or any part of this document adopted herein by reference are hereby repealed.

Section 3: Any portion of the Town Code or Town Zoning Code repealed by this Ordinance does not affect rights and duties that matured or penalties that were incurred, and proceedings that were begun before the effective date of the repeal.

Section 4: If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of this document adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Clarkdale, Arizona this ____ day of _____ 2014.

ATTEST:

Mayor Doug Von Gausig

Kathy Bainbridge, Town Clerk

APPROVED AS TO FORM:

Town Attorney

DRAFT



Staff Report

Agenda Item: **LOWER TAPCO OPENING** – A verbal update regarding the opening of Tapco River Access Point

Staff Contact: Gayle Mabery, Town Manager

Meeting Date: June 24, 2014

Background: On June 18, 2014, the Town of Clarkdale celebrated the opening of the Tapco River Access Point (RAP) with a Ribbon Cutting Ceremony. A verbal update regarding this opening is presented to the Town Council.

Recommendation: This is a verbal update and no Council action is required.



Staff Report

Agenda Item: **FISCAL YEAR 2014-2015 PRELIMINARY BUDGET –**
Discussion and consideration of the adoption of a Preliminary
Budget for Fiscal Year 2014-2015.

Staff Contact: Kathy Bainbridge, Town Clerk/Finance Director

Meeting Date: June 24, 2014

Background: At the April 22nd, May 13th and June 10th 2014 Council Meetings, presentations of the 2014-2015 Fiscal Year Preliminary Budget were reviewed for the Major Operational Funds of the General Fund, HURF (Streets) Fund, Wastewater Fund, Sanitation Fund, Water Fund, Cemetery Fund, and Capital Improvement Fund. There were also budget presentations for the additional Non-Operational Funds of the Wastewater Plant & Equipment Improvements, Water Capital Improvements, Development Reimbursement Fund, Impact Fees, Wastewater Development Projects, Grant Fund and Donation Fund.

The preliminary budget must be fully itemized in conformance with forms supplied by the Arizona Auditor General's Office and entered as a public record in the council meeting minutes when it is adopted.

As part of the required State budget adoption process, the Town will publish the preliminary budget in the local newspaper and have the budget available for public viewing before the final budget hearing and approval on July 22nd. After the preliminary budget is approved, adjustments may still be made prior to when the Final Budget is adopted, but only if those adjustments reduce revenues and/or expenditures. In light of that, the adoption of the Preliminary Budget sets the expenditure limitation for the Town of Clarkdale for FY 2014-15.

The Preliminary Budget on the State Auditor General forms will be provided at the Council meeting.

Recommendation: Staff recommends that the Council adopt the Preliminary Budget for Fiscal Year 2014-2015 as presented.