



**NOTICE OF A SPECIAL MEETING OF THE COMMON COUNCIL
OF THE TOWN OF CLARKDALE**

**Tuesday, August 25, 2015 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, August 25, 2015, 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 August 20, 2015 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 – July, 2015
 - Capital Improvements Report – July, 2015

Magistrate Court Report – July, 2015
Water and Wastewater Report – July, 2015
Clarkdale Fire District Report and Mutual Aid Responses Report – July, 2015

- B. **Improvement Agreement for Paloma Way** – Approval of an Improvement Agreement with Capital Telecom obligating Capital Telecom to develop the existing right-of-way to a private road standard

NEW BUSINESS

4. **VERDE VALLEY MILITARY SERVICE PARK PRESENTATION** – a presentation by Keith Vogler, Verde Valley Detachment, Marine Corps League to provide information on a military park that is being constructed in the Verde Valley to honor our veterans for their many sacrifices
5. **LIQUOR LICENSE APPLICATION** – Discussion and consideration of a recommendation to the Arizona Department of Liquor License, for a Series 7 Location Transfer for a Beer and Wine Bar application from Rebecca Backus, Clarkdale, LLC d/b/a Clarkdale Hotel at Town Park located at 921 Main St., Clarkdale, AZ.
6. **FINANCIAL ASSISTANCE PROGRAM** – Discussion & consideration regarding an Agreement between the Town of Clarkdale and Northern Arizona Council of Government for Water Utility Assistance.
7. **PROFESSIONAL SERVICES FOR THE DESIGN OF THE TOWN OF CLARKDALE MEMORIAL CLUBHOUSE ADA IMPROVEMENTS** – Discussion and consideration of the recommendation from the Selection Committee for Architecture Works Green as the architectural/engineering firm to provide professional services for the design of the Town of Clarkdale Memorial Clubhouse ADA Improvements Project for the Town of Clarkdale.
8. **AMENDMENT NO. 1 TO EXCHANGE AGREEMENT NO. 950132, AN AGREEMENT AMONG THE CITY OF COTTONWOOD, TOWN OF CLARKDALE, THE CITY OF SCOTTSDALE, THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT AND THE UNITED STATES FOR THE EXCHANGE OF CENTRAL ARIZONA PROJECT WATER** – Discussion and consideration on the amended Central Arizona Project Trust Fund Agreement between the Central Arizona Water Conservation District (CAWCD) and the Town of Clarkdale.
9. **THE 89A BOOSTER PUMP STATION AT THE 89A HASKEL SPRINGS WELL AND RESERVOIR PROJECT** – Discussion and consideration of the Booster Pump Station at the 89A Haskel Springs well and reservoir project and direction to the Public Works/Utilities Director to draft a contract with Felix Construction for the design and construction of the project.
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 - July 2015.xlsx
FEES COLLECTED

As of 8/3/2015

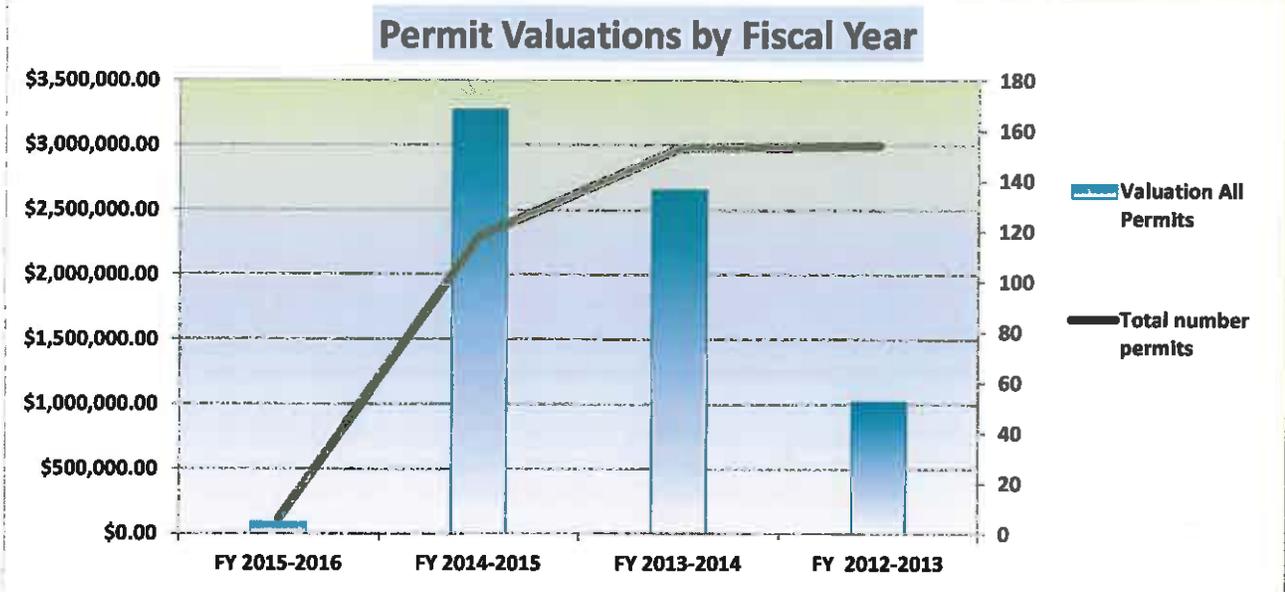
Type	Current Month Number	\$ Collected		
		Current Month	FY 2015-2016	FY 2014-2015
BUILDING PERMITS	6	\$ 718.40	\$ 718.40	\$ 54,849.85
Application Fees, DRB, Zoning etc.	3	\$ 1,010.00	\$ 1,010.00	\$ 2,700.00
Business Licenses	148	\$ 4,440.00	\$ 4,440.00	\$ 7,215.00
Home Occupation Licenses	0	\$ -		\$ -
Animal Permits	1	\$ 10.00	\$ 10.00	\$ 300.00
Legacy Brick Program	0	\$ -	\$ -	\$ -
Commemorative Tree Program	0	\$ -		\$ -
Commemorative Bench Program	0	\$ -	\$ -	\$ -
TOTAL	158	\$ 6,178.40	\$ 6,178.40	\$ 65,064.85



TOWN OF CLARKDALE
 Community Development Monthly Report
 CDD - July 2015.xlsx
 Valuations

As of 8/3/2015

Year	Valuation All Permits	Total Number Permits
FY 2015-2016	\$83,450.00	6
FY 2014-2015	\$3,271,773.67	118
FY 2013-2014	\$2,650,844.70	153
FY 2012-2013	\$1,013,578.00	154

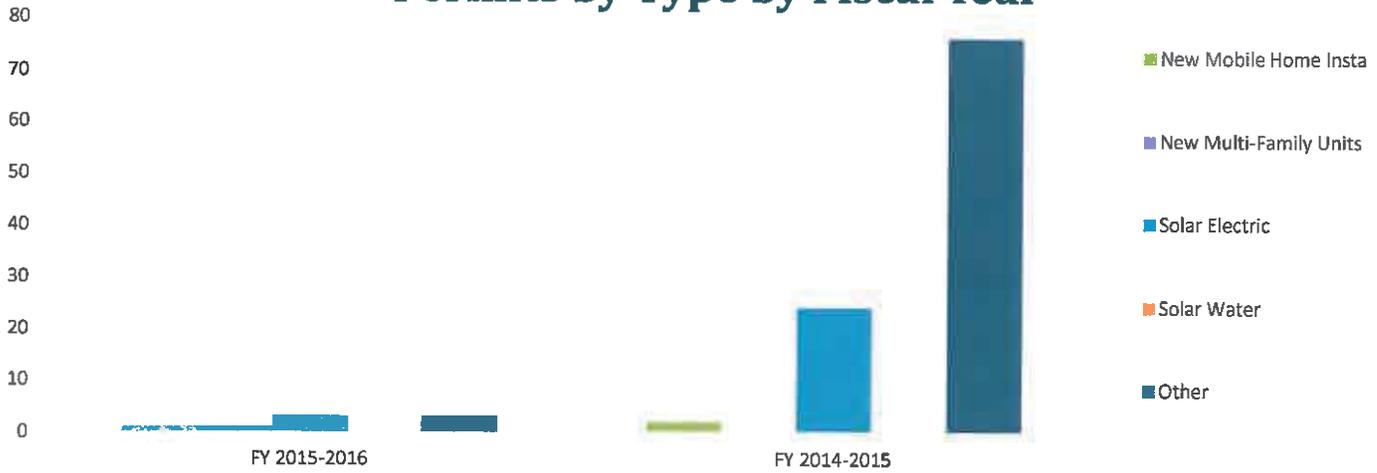


TOWN OF CLARKDALE
 Community Development Monthly Report
 CDD - July 2015.xlsx
Building Permits

As of 8/3/2015

Year	New Commercial Industrial	New Single Family Homes	New Mobile Home Installations	New Multi-Family Units	Solar Electric	Solar Water	Other
FY 2015-2016	0	0	0	0	3	0	3
FY 2014-2015	0	17	1	0	24	0	76
FY 2013-2014	0	6	2	0	42	0	103

Permits by Type by Fiscal Year



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

TOWN OF CLARKDALE
Community Development Monthly Report
CDD - July 2015.xlsx
Code Enforcement

As of 8/3/2015

Month	Weeds	Vehicles	Trash & Rubbish	Political Signs	Other	TOTAL
Jul-15	2	1	1	0	0	4
Aug-15						-
Sep-15				0	0	-
Oct-15				0	0	-
Nov-15				0	0	-
Dec-15				0	0	-
Jan-15				0	0	
Feb-15				0	0	
Mar-15				0	0	-
Apr-15				0	0	-
May-15				0	0	-
Jun-15				0	0	-

TOWN OF CLARKDALE
 Community Development Monthly Report
 CDD - July 2015.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	3	0	3	6
AUG	0	0	0	0	0	0	0	0
SEP	0	0	0	0	0	0	0	0
OCT	0	0	0	0	0	0	0	0
NOV	0	0	0	0	0	0	0	0
DEC	0	0	0	0	0	0	0	0
JAN	0	0	0	0	0	0	0	0
FEB	0	0	0	0	0	0	0	0
MAR	0	0	0	0	0	0	0	0
APR	0	0	0	0	0	0	0	0
MAY	0	0	0	0	0	0	0	0
JUN	0	0	0	0	0	0	0	0
TOTALS	0	0	0	0	3	0	3	6
Permit Valuations by Month	\$ Valuation							
JUL	\$ 83,450							
AUG								
SEP								
OCT								
NOV								
DEC								
JAN								
FEB								
MAR								
APR								
MAY								
JUN								
TOTALS	\$ 83,450							

Utilities Department Capital Improvements Projects – Update: August 1, 2015

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

9-01-14 – On August 26, 2014 Utilities staff submitted the WIFA application for a Technical Assistance Grant. The application is to fund an engineering study to identify disposal options and recharge possibilities for our reclaimed water (A+ effluent). The Technical Assistance Grants are available for amounts up to \$35,000 and normally have a 50% applicant match. Our application stressed the sustainability component of recharging our reclaimed water and we feel we qualify for a “green grant” with zero matching funds. At the WWTP Utilities staff is evaluating the intake air flow reduction made to the WWTP blowers and any possible electrical savings based on seasonal changes to the treatment process. More information is needed before making a final decision to install VFDs on the two blowers.

10-01-14 – The Town’s WIFA application for a Technical Assistance Grant will be evaluated and voted on by the WIFA Board during their meeting in the middle of October. The application is to fund an engineering study to identify disposal options and recharge possibilities for our reclaimed water (A+ effluent).

Utilities staff had adjusted and reduced the intake air flow for the WWTP blowers in May 2014 and there has been an average electrical savings of 23.4% from May 2014 to September 2014. This represents an average savings of \$1800.00 per month or \$21,600.00 per year. We are holding off on the decision to install VFDs on the two blowers in order to evaluate seasonal changes to the energy demand for this process. Actual comparative electrical usage data was only available from May to September 2013 and 2014.

11-01-14 – The Town’s WIFA application for a Technical Assistance Grant was not selected by the WIFA Board for grant funding during their quarterly meeting in the middle of October. The application was to fund an engineering study to identify disposal options and recharge possibilities for our reclaimed water (A+ effluent).

Based on Utilities staff adjustments to the intake air flow for the WWTP blowers there has been an average electrical savings of 23.4% from May 2014 to September 2014. This represents an average savings of \$1800.00 per month or \$21,600.00 per year. We have decided to close out the WIFA loan funding for the WWTP Project and hold off on installing VFDs on the two blowers. If the two VFDs are deemed necessary at a future date they will be purchased and installed out of the Utilities Sewer Equipment Budget.

12-01-14 – We submitted the necessary paperwork to close out the WIFA loan funding for the WWTP Project. The final amount borrowed was \$5,154,461.71, leaving \$345,348.21 of the original loan amount of \$5,500,000.00 unused. The loan can now be finalized and a new amortization schedule with recalculated payments

1-01-15 – The final costs for the WWTP Project came in at \$5,154,461.71.

2-01-15 – Staff is investigating ways to optimize process control and standard operating procedures (SOPs) for the WWTP. The Town of Clarkdale should close on the purchase of the property, at and around the land disposal area, from Clarkdale Metals Corporation sometime in February 2015.

Utilities Department Capital Improvements Projects – Update: August 1, 2015

3-01-15 – Staff continues to investigate ways to optimize process control and standard operating procedures (SOPs) for the WWTP. The Town of Clarkdale closed on the purchase of the property at and around the land disposal area from Clarkdale Metals Corporation.

5-01-15 – Staff is currently investigating ways to utilize the reclaimed water from the WWTP. The Town of Clarkdale is also discussing potential uses for the property at and around the land disposal area that was purchased from Clarkdale Metals Corporation.

6-01-15 – Staff is currently investigating the purchase of aeration/mixer systems for the two effluent lagoon to treat and prevent algal blooms associated with warm weather conditions. The purchase price for two blower system, one for each effluent pond, would be approximately \$20,000 and two floating solar systems would cost around \$75,000.

7-01-15 – The purchase of aeration/mixer systems for the two effluent lagoon has been put on-hold. Staff will investigate various funding options for these aeration systems.

8-01-15 – No new capital improvements are scheduled for the wastewater treatment system. Staff will continue efforts to reduce electrical costs, and investigate processes for aerating/mix the effluent holding ponds.

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

2015 – No further progress on the reclaimed water master plan.

Priority	Issue	Action Steps	Due Date	Assigned To	Comments
1	Water System Improvements	Arsenic Removal System Lower Clarkdale Water Line Replacement Project Mescal Well		Utilities	

9-01-14 Utilities staff has scheduled to flow or test fire hydrants in the Lower Town area early this fall to meet Fire Department requirements to flow tests the hydrants on a yearly basis, and to determine the effectiveness of looping that area of the distribution system and adjusting the PRVs.

August 28, 2014 I met with Fred Goldman P.E. to review the hydraulic model for the Town's water distribution system. We addressed over 36 questions about the current system components and pipe sizes in the water distribution system so that final adjustments could be made to the model. This water model will allow the Town to determine how water moves in our distribution system, how to connect the Mescal Well to our distribution system, and may help us determine where leaks or other water usage result in high unaccounted water

demand. This model will be an effective tool in managing our potable water resources and can be easily updated to reflect future changes in our distribution system.

We also discussed the Bitter Creek effluent disposal option and the application and AZPDES (Arizona Pollutant Discharge Elimination System) permitting process. Based on the information provided by Fred Goldman I am moving ahead with the application and permitting process with AZDEQ to obtain the necessary AZPDES Permit to discharge into Bitter Creek.

10-01-14 Utilities staff have scheduled to flow or test fire hydrants in the Lower Town area the beginning of November 2014 to meet Fire Department requirements to flow tests the hydrants on a yearly basis, and to determine the effectiveness of the capital project to loop that area of the distribution system. During the flow testing Utilities staff will evaluate the operation of and adjust the PRVs controlling that pressure zone. By looping the area of the distribution system and adjusting the settings on the PRVs we feel those changes should address pressure issues we had experienced in Upper Town during high fire flows or usage in Lower Town.

We are continuing discussions with Fred Goldman on the the Bitter Creek effluent disposal options and the AZPDES (Arizona Pollutant Discharge Elimination System) permitting process. Based on current information and a possible land acquisition by the Town we have directed Fred Goldman hold off on the application and permitting process with AZDEQ necessary to obtain an AZPDES Permit to discharge into Bitter Creek.

11-01-14 Utilities staff and the Fire Department have scheduled to flow or test fire hydrants in the Lower Town area the beginning of November 2014. With the recent purchase by the Town of Clarkdale of the effluent disposal site and related properties we have put on-hold further consideration of the Bitter Creek effluent disposal options and moving forward with the AZPDES (Arizona Pollutant Discharge Elimination System) permitting process with Fred Goldman.

12-01-14 Utilities staff and the Fire Department flow tested fire hydrants in the Lower Town area during November 2014. The purchase, by the Town of Clarkdale, of the effluent disposal site and related properties is progressing with the survey completed 11/22/ & 11/23/14. There has been no further consideration of the Bitter Creek effluent disposal options and moving forward with the AZPDES (Arizona Pollutant Discharge Elimination System) permitting process with Fred Goldman.

1-01-15 Utilities staff and the Fire Department flow tested fire hydrants in the Lower Town and found that flow into the new (2007) 12” water main installed on Ninth Street and Main Street was limited and insufficient to maintain flow volumes during high usage events such as fires and hydrant flushing in Lower Town. Further investigation showed that the new 12” main had never been connected to the existing 6” main on Ninth Street. This meant that the 12” main was only being fed by an old 4” steel main and could never recover during a high usage event. During high usage events, fires and flushing, businesses and the Town Hall Complex would lose water service. I have contracted with Felix Construction, under a job order contract (JOC), to do make the connection between the mains and replace sub-standard pipes and valves in that area. This work has been scheduled for January 19, 2015. We continue to fine tune the water distribution system hydraulic model with Fred Goldman.

2-01-15 Felix Construction completed the work on Ninth Street under a JOC process during the week of 1/19/15. They removed a failed section of 90+ year old steel piping and a 4” and 6” pipe manifold connection to an old hydrant. The hydrant was removed after discussions with Chief Moore and a new hydrant will be installed at another location down the street during the Upper Town Water Main

Replacement Project. New 8” and 12” C-900 PVC pipe was installed and the existing 6” main was connected to the 12” main installed as part of the Broadway Water Main Replacement Project. That 12” main is now feed from a 4” and a 6” connected improving flows, reducing water outages in Upper Town, and improving firefighting capabilities in Lower Town. The contractor will return as soon as blackout is available to pave the area of the excavation. We are scheduled to set up a work station and install the water hydraulic model by the third week of February 2015. Staff is preparing a Technical Assistant Grant application to submit to Water Infrastructure Finance Agency (WIFA) for design funding for the Upper Town Water Main Replacement Project. The maximum amount we can receive is \$35,000.00 and design costs for that project are projected to be between \$75,000 and \$100,000. This grant application is due to WIFA by the end of February 2015.

3-01-15 Felix Construction completed the work on Ninth Street under a JOC process in January 2015 and the street road opening was repaved in February 2015. The water hydraulic model was installed on the Town’s computer on February 24, 2015. On February 24, 2015 staff submitted a Technical Assistant Grant application to Water Infrastructure Finance Agency (WIFA) for design funding for the Upper Town Water Main Replacement Project. The maximum amount we can receive is \$35,000.00 and design costs for that project are projected to be between \$75,000 and \$100,000. Staff has started discussions with Fred Goldman a consulting engineer and David Gianetto from Felix on a design build project to install a booster pump system at the 89A Reservoir to pump potable water from that location to the Haskell Springs storage tanks. This would allow the Town to supplement the Haskell Springs well output during the warm weather high usage summer months. A telemetry system would be necessary to control booster pump operations based on storage tank levels.

5-01-15 On April 15, 2015 staff was notified that the Town of Clarkdale has received a Technical Assistant Grant from the Water Infrastructure Finance Agency (WIFA) for the design of the Upper Town Water Main Replacement Project. The amount that we will receive is \$35,000.00 and design costs for this project are projected to be between \$75,000 and \$100,000.

Staff has received a project scope from Fred Goldman consulting engineer, and a project estimate from David Gianetto with Felix Construction for the design build project to install a booster pump system at the 89A Reservoir which will pump potable water from that location to the Haskell Springs storage tanks. This project would allow the Town to supplement the Haskell Springs well output, with water from the 89A Reservoir, during the warm weather high usage summer months. A telemetry system would be used to control booster pump operations based on storage tank levels at the Haskell Springs Reservoir site. The Design/Build guaranteed maximum price for this project is \$200,000 without any contingency amount. Adding a contingency of 10%, to cover any additional work we may require, would bring the total project cost to \$220,000. We have received a preliminary determination from the Arizona Department of Water Resources (ADWR) that the “89A Booster Pump System Project appears to meet the requirements for the use of Central Arizona Project (CAP) Trust Funds” in the amount of \$186,000 to be used towards this project. A project proposal will need to be submitted to ADWR for final approval and the release of these funds.

6-01-15 The Town of Clarkdale has received a Technical Assistant Grant in the amount of \$35,000 from the Water Infrastructure Finance Agency (WIFA) for the design of the Upper Town Water Main Replacement Project. There is a matching component of \$35,000 to

receive these grant monies. Since the projected design costs for this project range from \$75,000 to \$100,000 this match will be met. Staff is preparing the necessary supporting documentation, forms, and related submissions for this grant.

Staff has not received a final determination from the Arizona Department of Water Resources (ADWR) that the "89A Booster Pump System Project will meet the requirements for the use of Central Arizona Project (CAP) Trust Funds" in the amount of \$186,000 for this project. This project is on-hold pending further discussions with the Town Manager and a final determination from ADWR.

7-01-15 The Town of Clarkdale has received a Technical Assistant Grant in the amount of \$35,000 from the Water Infrastructure Finance Agency (WIFA) for the design of the Upper Town Water Main Replacement Project. Staff anticipates completing the process of selecting an engineer, from our approved engineer list, for the design of this project in July 2015.

Staff is still waiting for a final determination from the Arizona Department of Water Resources (ADWR) that the "89A Booster Pump System Project will meet the requirements for the use of Central Arizona Project (CAP) Trust Funds" in the amount of \$186,000 for this project. All additional paperwork requested by ADWR has been submitted in June 2015. This project is still on-hold pending further discussions with the Town Manager and a final determination from ADWR.

8-01-15 The Town of Clarkdale will use a Technical Assistant Grant from the Water Infrastructure Finance Agency (WIFA) in the amount of \$35,000 for part of the design of the Upper Town Water Main Replacement Project. The balance of the design costs for this project will be paid out of water depreciation designated funds. On July 9, 2015 the Selection Committee reviewed three proposals from firms on our approved engineer list and directed the Staff to prepare a Staff Report recommending Southwestern Environmental Consultants (SEC) to provide professional services for the design of this project. Council approved the Selection Committee recommendation on 7/28/15 and directed Staff to enter into contract discussions with SEC. A Staff Report for Council consideration, discussion, and possible action on a Professional Services Agreement with SEC will be on the 8/25/15 Council Agenda.

Staff is still waiting for the Amended CAP Trust Fund Agreement for Council to review and to approve. Once the Amended CAP Trust Fund Agreement and related paperwork is received this item will be scheduled on a Council Agenda and a Staff Report will be prepared. The Arizona Department of Water Resources (ADWR) has given a preliminary determination that the "89A Booster Pump System Project will meet the requirements for the use of Central Arizona Project (CAP) Trust Funds" in the amount of \$186,000 for this project. All additional paperwork requested by ADWR had been submitted in June 2015.

**CLARKDALE MAGISTRATE COURT
MONTHLY STATISTICAL REPORT - FY 2016**

New Filings	Prior YR Average	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	FY -YTD
Criminal Traffic	2.75	4						4
Misdemeanors	15.58	33						33
DUI	1.58	3						3
Domestic Violence ¹	2.33	2						2
Civil Traffic	23.75	26						26
Local Ordinances	1.5	7						7
OOP/Injunctions ²	1.33	0						0
Total Filings	45	66	0	0	0	0	0	66
Initials/Arraignments	21.33	13						13
Reviews/Order Show Cause	2.08	0						0
Civil Traffic Hearings	0.92	0						0
Pre-Trial Conferences	14.08	10						10
Deferral Pleas	2.92	1						1
Change of Plea	4.5	9						9
Juvenile Hearings ³	0	0						0
Warrants Issued ⁴	2.83	6						6
Bench Trials Held	0.08	0						0
Town General Fund	\$ 2,920.19	\$ 3,209.90						\$ 3,209.90
Court Enhancement ⁵	\$ 217.47	\$ 255.96						\$ 255.96
Deferred Prosecution Fees ⁷	\$ 127.23	\$ 281.70						\$ 281.70
Court Appointed Attorney ⁸	\$ 43.04	\$ -						\$ -
JCEF to Town ⁶	\$ 38.78	\$ 46.74						\$ 46.74
State Treasurer	\$ 2,926.21	\$ 4,036.45						\$ 4,036.45
Monies to FARE ⁹	\$ 316.07	\$ 421.29						\$ 421.29
County/Jail	\$ 24.29	\$ 24.16						\$ 24.16
Citing Agency Revenue	\$ 59.46	\$ 68.81						\$ 68.81
Monthly Totals	\$ 5,968.93	\$ 7,386.06	\$ -	\$ 7,386.06				
Grand Total								\$ 7,386.06

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 19% surcharge on the amount

These amounts included in Town General Fund Total This amount included in State Treasurer Total
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JULY, 2015

UTILITIES DEPARTMENT WATER/WASTEWATER MONTHLY REPORT

DATE ENDING: 7/31/15	ALL WATER USE IN GALLONS	YEARS BASED ON CALENDAR YEARS	DEPTH TO WATER LEVEL	DEPTH TO WATER LEVEL SAME MO. LAST YEAR	TOTAL LAST YEAR WATER GPCD***	% NON-REVENUE WATER	
Water System			STATIC	DYNAMIC	RESIDENTIAL GPCD*	RESIDENTIAL GPCD**	
WATER WELLS	LAST MO.	SAME MO. LAST YEAR	YTD				
RESERVOIR WELL	N/A		0				
HASKELL SPRINGS WELL	5,633,000	10,947,000	46,582,000			198.00	
MESCAL WELL							
MOUNTAIN GATE WELL	8,039,000	8,471,000	59,718,000				
CITY OF COTTONWOOD	3,341,000		7,609,000				
TOTAL PRODUCTION	17,013,000	19,318,000	113,909,000				
WATER USE	LAST MO.	SAME MO. LAST YEAR	YTD				
# RESIDENTIAL ACCTS	1,738	1,726			70	66	78
# COMM ACCTS	29	27					
# GOV ACCTS	25	25					
# OTHER ACCTS	8	16					
# INDUSTRIAL	4	5					
TOTAL ACCTS	1,804	1,799					4%
RESIDENTIAL USE	12,825,495	14,016,839	58,011,320		**102,523,480/1,709/365/2.3		
COMM USE	442,213	465,859	2,007,951		**58,011,320/1,804/212/2.3		
GOV USE	1,023,333	1,331,411	3,850,926		***118,080,647/1,801/365/2.3		
OTHER USE	51,047	54,455	278,423				
INDUSTRIAL USE	99,187	121,756	424,415				
TOTAL CLARKDALE USE	14,441,275	15,990,320	64,573,035				
Cottonwood Ranch	1,735,000	3,262,000	10,886,000				
TOTAL USE	16,176,275		75,459,035				
Non Revenue - Backwash	160,200	304,800	1,094,200				
Non Revenue - Flushing	9,250		113,500				
Fire Dept Usage			44,912				
TOTAL USE	16,345,725	19,557,120	76,711,647				
COMMENTS: JULY	Water Call Outs						
Water Main Repair:	3						
Water Service Repair:	4						
Wastewater System	ALL WASTEWATER TREATED IN GALLONS (INFLUENT)						
	LAST MO.	SAME MO. LAST	YTD	LAST YTD			
# ACCTS	1,051	1,046	30,251,293	31,096,601			
WASTEWATER TREATED	4,780,302	4,581,009					

CLARKDALE FIRE DISTRICT

Monthly Call Report

July 2015

Call Type	Call Volume By Month 2015												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Brush Fire	0	0	0	0	0	2	4						6
Commercial Fire	3	2	1	1	5	2	2						16
Special Duty	14	3	8	8	18	28	11						90
EMS - ALS	16	17	20	24	17	21	17						132
EMS - BLS	12	7	17	14	20	11	20						101
Hazardous Materials	0	1	1	0	0	0	0						2
Rescue	3	2	1	2	2	4	1						15
Residential Fire	0	0	0	0	2	2	3						7
Still	4	2	2	2	0	1	5						16
Other	0	0	0	0	0	0	0						0
Total Calls	52	34	50	51	64	71	63	0	0	0	0	0	385

Call Type	Call Volume By Month 2014												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Brush Fire	0	0	0	1	0	2	3	0	0	0	0	0	6
Commercial Fire	1	0	2	1	3	5	0	0	0	4	0	3	19
Special Duty	5	11	10	14	20	21	10	13	18	17	12	9	160
EMS - ALS	15	20	21	17	19	15	15	22	12	18	12	23	209
EMS - BLS	6	10	19	13	9	8	15	14	17	19	11	7	148
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	0
Rescue	3	1	3	3	6	4	3	1	3	2	0	2	31
Residential Fire	2	2	1	0	2	1	0	2	1	0	4	2	17
Still	4	2	4	1	1	2	2	2	2	2	5	2	29
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Calls	36	46	60	50	60	58	48	54	53	62	44	48	619

Definitions:

- EMS - BLS Emergency medical services, basic life support
- EMS - ALS Emergency medical services, advanced life support
- Rescue Vehicle accidents, rope rescue, confined space, etc.
- Still Vehicle fires, trash bin fires, activated alarms, etc.
- Special Duty Snake/Bee removals, public assist, smoke detector issues

CLARKDALE FIRE DISTRICT
Automatic Mutual Aid Report
July 2015

	Volume of Calls by Month, 2015												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Automatic Aid Given													
Cottonwood FD	4	3	1	4	13	2	3						30
Jerome FD	1	0	0	0	3	1	0						5
Verde Valley FD	0	0	0	0	0	0	4						4
Other	0	0	0	0	0	0	0						0
Automatic Aid Received													
Cottonwood FD	3	2	2	5	1	2	7						22
Jerome FD	0	0	0	0	0	1	0						1
Verde Valley FD	1	0	0	0	0	0	4						5
Other	0	0	0	0	0	0	0						0
Mutual Aid Given	0	0	2	0	1	2	3						8
Mutual Aid Received	1	0	1	0	0	0	2						4

	Volume of Calls by Month, 2014												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Automatic Aid Given													
Cottonwood FD	3	2	4	0	6	6	0	4	1	3	1	0	30
Jerome FD	2	0	1	2	5	3	4	0	3	0	0	1	21
Verde Valley FD	1	0	0	0	0	0	0	1	0	0	2	2	6
Other	0	0	0	0	0	0	0	0	0	0	0	1	1
Automatic Aid Received													
Cottonwood FD	2	2	1	5	1	2	1	0	1	4	1	6	26
Jerome FD	0	0	1	0	0	2	0	0	0	0	0	0	3
Verde Valley FD	0	0	0	1	1	0	0	0	1	0	1	3	7
Other	0	0	0	0	0	0	0	0	0	0	0	1	1
Mutual Aid Given	0	0	0	1	1	0	1	1	0	0	0	1	5
Mutual Aid Received	2	2	1	0	0	0	0	0	0	1	0	0	6

Automatic Aid is a formal agreement between area fire departments and occurs whenever certain predetermined conditions exist and are reported to the 911 dispatcher from the caller. Automatic Aid is a sharing of local resources.

Mutual Aid is reciprocal agreement between regional and state wide fire departments. Responses under a Mutual Aid agreement are usually provided only when an agency asks for assistance, such as when it's resources are depleted by an unusually large incident or a number of simultaneous small incidents. Specific resources may also be requested for certain situations, such as hazardous materials and rope rescue teams.

Clarkdale Fire District

Fire Hydrant Report

July 2015

Clarkdale Utilities Out-of-Service Hydrants

Hydrant #	Locations	Remarks	Marked out of Service*	Priority

* Hydrants marked "out-of-service" have been covered with a bag or out of service ring

Clarkdale Utilities Hydrant In-Service, Requiring Maintenance

Hydrant #	Locations	Remarks	Priority
432	1650 Edgewood Dr	Needs to be raised	

Private/Other Out-of-Service Hydrants

Hydrant #	Locations	Remarks	Owner
47	Russell Street at East end	Broken Stem	Yavapai / Apache
155	1623 Beecher St.	Crack in bonnet	Yavapai / Apache

Comments: The Nation plans to remove the Russel St hydrant and replace it with a flush valve. They are waiting for funding and plan to replace the cracked Beecher St hydrant at the same time.



Staff Report

Agenda Item: **Improvement Agreement for Paloma Way – Approval of an Improvement Agreement with Capital Telecom obligating Capital Telecom to develop the existing right-of-way to a private road standard**

Staff Contact: Beth Escobar, Senior Planner

Meeting Date: August 25, 2015

Background:

On May 12, 2015 the Clarkdale Town Council approved the conditional use permit for the Capital Telecom wireless facility at 1450 SR 89A, Assessor's Parcel Number 406-26-010Y.

Condition of approval #7 requires the applicant improve the Town right-of-way along the western boundary of the subject property.

Through discussions with Capital Telecom, staff and the applicant have developed an Improvement Agreement applicable to this requirement. This Improvement Agreement obligates the applicant to develop the existing right-of-way to a private road standard with a 4-inch compacted gravel surface over a 6-inch subbase. The eastern half of Paloma Way, which connects to SR 89A is a private easement with a gravel surface. The new improved roadway will match up with this easement. Per the preliminary construction drawings, the improvements will include installation of a culvert under the driveway connection to Old Jerome Highway to handle drainage.

Per the Improvement Agreement, the Town must approve the final construction drawings for this project. The applicant shall be required to obtain a 'work in the right-of-way' permit prior to commencing construction.

All improvements shall be completed within six months of completion of construction of the wireless facility.

Recommendation: Staff is recommending approval of the Improvement Agreement for Paloma Way.

WHEN RECORDED, RETURN TO:

Town of Clarkdale
Senior Planner
P.O. Box 308
39 North Ninth Street
Clarkdale, AZ 86324

IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 2015, by and between CAPITAL TELECOM ACQUISITION, LLC, a Delaware limited liability company ("**Developer**"), and the TOWN OF CLARKDALE, an Arizona municipal corporation ("**Town**") (collectively, the "**Parties**").

RECITALS

A. Developer leases certain real property located at 1450 SR89A, which is a portion of Yavapai County Assessor's Parcel Number 406-26-010Y (the "**Property**") situated in Yavapai County, Arizona. The Property is depicted on the "**Site Plan**" attached as Exhibit "A" and is made a part hereof.

B. On May 12, 2015, the Town approved Developer's application for a Conditional Use Permit (CUP 091011) to install and operate a wireless telecommunications facility at the Property (the "**CUP Approval**"). Condition #7 of the CUP Approval provides as follows: "The applicant shall improve the Town right-of-way along the western boundary of the subject property including engineering, design and installation of a finished road to connect Old Jerome Highway." The location of the portion of Old Jerome Highway to be improved is depicted on the Site Plan (the "**Roadway Extension**").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and agreements set forth herein and other good and valuable considerations, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Developer to Meet Construction Obligation.** The Parties hereby acknowledge the accuracy of the Recitals. Town represents and warrants that it owns the Roadway Extension area, which is a portion of Yavapai County Assessor's Parcel Number 800-19-004U. Developer agrees to cause the Roadway Extension to be designed, engineered, and constructed in accordance with plans and specifications which satisfy the Town's regulations attached as Exhibit "B" attached hereto (hereinafter, the "**Approved Plans**") and shall include installation of a pipe, culvert and driveway connection to Old Jerome Highway as shown on the preliminary construction plan dated 6/26/2015 and attached as Exhibit "C". The Town must approve final construction drawings for this roadway improvement.

Developer shall cause that any contractors hired by Seller or utilized by Seller, in accordance with this Agreement, will have provided evidence of insurance prior to such party entering the Roadway Extension area. The Town hereby grants to Developer and its agents or contractors rights of access to the Roadway Extension area to construct the Roadway Extension. Developer shall cause the Roadway Extension to be completed no later than six (6) months following the date Developer completes construction of, and the Town issues final approval of, Developer's wireless telecommunications facility at the Property, subject to events of force majeure.

2. **Acceptance of Roadway Extension.** Developer shall notify Town when Developer believes the Roadway Extension is complete, whereupon the Town shall promptly inspect the same to confirm that such work has been completed in accordance with the Approved Plans. Town shall promptly notify Developer if there are any deficiencies in the Roadway Extension, and in such event, shall promptly inspect any follow-up efforts by Developer to correct any deficiencies. Town shall not unreasonably withhold approval and acceptance of the Roadway Extension. Town shall promptly provide written notice to Developer when Town approves and accepts the Roadway Extension.

3. **Notices.** Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by overnight courier, or by U.S. registered or certified mail, return receipt requested, postage prepaid, or by facsimile to the facsimile numbers set out below or to such other facsimile numbers as are specified by written notice given in accordance herewith (provided that a copy of such notice or other communication is also delivered by means of one of the other methods of delivery permitted hereunder within one business day following such facsimile transmission) to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

Developer: Capital Telecom Acquisition, LLC
Thomas Waniewski
Principal
1500 Mt. Kemble Rd., Suite 203
Morristown, NJ 07960
O 973-425-0606

Town: Town of Clarkdale
Beth Escobar, AICP
Senior Planner
Town of Clarkdale
(928) 639-2500 FAX: (928) 639- 2519

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery if delivered by hand, or by overnight courier or by facsimile (provided such facsimile transmission is successfully received no later than 5:00 P.M. local time on a

business day; and if not received by such hour on a business day, then such facsimile notice shall be deemed effectively given or received on the next following business day; and provided further that a copy of such notice shall also be sent by means of one of the other methods permitted hereunder, or otherwise on the third (3rd) business day following the postmark date of such notice or other communication. Copies of all notices or other communications shall be sent as a courtesy only to the other persons noted above, and such copies shall be courtesy only and shall not affect the validity of notice.

4. **Indemnification. To the fullest extent permitted by law,** Developer shall defend, indemnify, and hold harmless the Town, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of or alleged to have resulted from of its failure to comply with its obligations under this Agreement. Developer's indemnity obligations shall not extend to the failure of the Town to comply with its obligations under this Agreement.
5. **Successors and Assigns.** This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the Parties hereto and their respective successors and assigns, to the same extent as if specified throughout this Agreement by the Developer, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Developer may be legally liable.
6. **Non-Discrimination.** Developer warrants it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities.
7. **Legal Arizona Workers Act Compliance.** If applicable, Developer is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Contractor further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
9. **Time of the Essence.** Time is of the essence of this Agreement.
10. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the day, month and year first above written.

DEVELOPER:

CAPITAL TELECOM ACQUISITION, LLC,
a Delaware limited liability company

By: _____

Its: _____

TOWN:

TOWN OF CLARKDALE, an Arizona
municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM

Boyle, Pecharich, Cline,
Whittington & Stallings, P.L.L.C.
TOWN ATTORNEY

STATE OF ARIZONA)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2015, by _____, the _____ of the TOWN OF CLARKDALE, an Arizona
municipal corporation, on behalf of the corporation.

(Seal and Expiration Date)

Notary Public

STATE OF _____)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____ of CAPITAL TELECOM ACQUISITION, LLC, a Delaware limited liability company, on behalf of the company.

(Seal and Expiration Date)

Notary Public

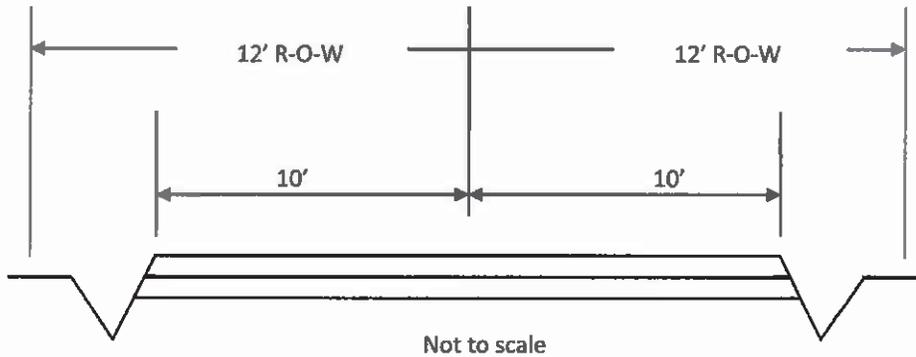
EXHIBIT "B"
TO IMPROVEMENT AGREEMENT
(Subdivision Regulations)

SUBDIVISION REGULATIONS

ZONING CODE

CHAPTER 12

Exhibit F- Private Street



Easement Width	24 feet unless the street is designated on the general plan as requiring additional width
Improved Roadway	20 feet minimum between ditches
Surface	4 inches compacted ABC
Subgrade	6 inches. Town Engineer may amend the requirement for new subgrade if the grading report substantiates that adequate subgrade currently exists
Curb/gutter	No
Shoulders	None
Ditches	Yes - 1.5:1 Maximum slope, minimum depth to be determined by grading plan and approved by the Town Engineer
Maximum ADT	N/A
Sidewalk	None
Crown	2% Minimum (not indicated on example)
Grade	12% Maximum
Utility Easement	8 feet minimum on at least one side unless 8 feet on both sides is required by utility companies



Staff Report

Agenda Item: **VERDE VALLEY MILITARY SERVICE PARK PRESENTATION** – a presentation by Keith Vogler, Verde Valley Detachment, Marine Corps League to provide information on a military park that is being constructed in the Verde Valley to honor our veterans for their many sacrifices.

Meeting Date: August 25, 2015

Sponsored By: Council Member Curt Bohall

Prepared By: Kathy Bainbridge, Clerk-Finance Director

Background: Keith Vogler, Verde Valley Detachment, Marine Corps League will be present for a presentation regarding the Verde Valley Military Service Park. The purpose of this presentation is to provide information on a military park that is being constructed in the Verde Valley to honor our veterans for their many sacrifices.

Recommendation: A presentation only



Staff Report

Agenda Item: **LIQUOR LICENSE APPLICATION** – Discussion and consideration of a recommendation to the Arizona Department of Liquor License, for a Series 7 Location Transfer for a Beer and Wine Bar application from Rebecca Backus, Clarkdale, LLC, d/b/a Clarkdale Hotel at Town Park located at 921 Main St., Clarkdale, AZ.

Staff Contact: Kathy Bainbridge, Town Clerk-Finance Director

Meeting Date: August 25, 2015

Background:

Applicant: Rebecca Backus, Clarkdale LLC d/b/a/ Clarkdale Hotel at Town Park
Address: 921 Main St., Clarkdale, AZ
Type of License: Location Transfer for a Beer and Wine Bar Application - Series 7

Beer and Wine Bar Application Kit - Series 7: The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery. Internet sale of liquor is not permitted in the state of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer.

The application from Rebecca Backus is requesting a Location Transfer for a new Series 7 beer and wine bar liquor license in Clarkdale. The bar is located at 921 Main St., Clarkdale, AZ.

A.R.S. 4-203.F

If a person other than those persons originally licensed acquires control over a license or licensee, the person shall file notice of the acquisition with the Director within 15 business days after such acquisition of control and a list of officers, directors or other persons on a form

prescribed by the Director.....On receipt of a notice of an acquisition of control or pre-investigation, the Director shall forward the notice within 15 days to the local governing body of the city or town. The Local Governing Body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. If the Director does not receive any protests, the Director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability and qualification of the person acquiring control.

To determine whether public convenience requires and the best interest of the community would be substantially served by issuing or transferring a license to a particular licensed or unlicensed location, the State Liquor Board and/or local governing authorities may apply criteria (as listed in the Arizona Administrative Code) as documented on the attached Town of Clarkdale Liquor License Application Review Form which has been completed by the Clerk's Department, Community Development Department, Police Department, Utility Department, Public Works Department and the Clarkdale Fire District.

Recommendation: Staff recommends that the Town Council approve a recommendation to the State Department of Liquor License and Control to approve the Series 7 Liquor License for Rebecca Backus, Clarkdale LLC, d/b/a the Clarkdale Hotel at Town Park located at 921 Main St., Clarkdale, AZ.

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 07137000

1. Type of License(s): Series 7

2. Total fees attached:

Department Use Only
\$ 288.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- Owner/Agent's Name: Ms. BACKUS Rebecca Peggy (Last, First, Middle)
Corp./Partnership/L.L.C.: CLARKDALE, LLC (Exactly as it appears on Articles of Inc. or Articles of Org.)
Business Name: CLARKDALE HOTEL AT TOWN PARK (Exactly as it appears on the exterior of premises)
Principal Street Location: 921 Main St. Clarkdale YAVAPAI 86324 (City, County, Zip)
Business Phone: pending Daytime Phone: 928-300-7531 Email: clarkdalehotelattownpark@gmail.com
Is the business located within the incorporated limits of the above city or town? YES NO
Mailing Address: PO Box 869 Clarkdale AZ 86324 (City, State, Zip)
Price paid for license only bar, beer and wine, or liquor store: Type 7 \$ 18,500.00 Type \$

DEPARTMENT USE ONLY

Fees: Application 200.00 Interim Permit Site Inspection 88.00 Finger Prints \$ 288.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: SG Date: 7/14/15 Lic. # 07137000

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____
 Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.

L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: CLARKDALE, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 7/18/2014 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No.: L194040100 Date authorized to do business in AZ: 8/28/2014

5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Backus	Rebecca	Peggy	Member	841 Lanny Lane Clarkdale, AZ	86324
Backus	Craig	Dee	Member	841 Lanny Lane Clarkdale, AZ	86324
Filardo	Jodie	Sullivan	Manager	PO Box 869 Clarkdale, AZ	86324
Filardo	Albert	Mariano	Manager	PO Box 869 Clarkdale, AZ	86324

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Backus	Rebecca	Peggy	24.5%	841 Lanny Lane Clarkdale, AZ	86324
Backus	Craig	Dee	24.5%	841 Lanny Lane Clarkdale, AZ	86324
Filardo	Jodie	Sullivan	25.5%	PO Box 869 Clarkdale, AZ	86324
Filardo	Albert	Mariano	25.5%	PO Box 869 Clarkdale, AZ	86324

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: Tennant Jeannie Elizabeth Entity: Individual Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: RIOT IN OLD TOWN, LLC
(Exactly as it appears on license)
3. Current Business Name: RIOT IN OLD TOWN
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 777N Main St
City, State, Zip Cottonwood, AZ 86326
5. License Type: Beer & Wine Nbr 7 License Number: 07137000
6. If more than one license to be transferred: License Type: n/a License Number: n/a
7. Current Mailing Address: Street 4970 E. Catalina Ct
(Other than business) City, State, Zip Cottonville, AZ 86325
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, Jeannie Elizabeth Tennant, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

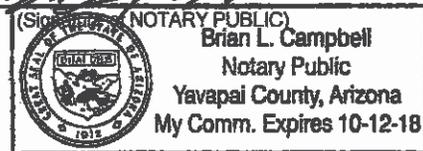
I, Jeannie Elizabeth Tennant, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

[Signature]
(Signature of CURRENT LICENSEE)

State of ARIZONA County of YAVAPAI
The foregoing instrument was acknowledged before me this
14th JUNE 2015
Day Month Year

My commission expires on: 10-12-18

[Signature]



STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 07137000

Issue Date: 10/28/2014

Expiration Date: 8/31/2016

Issued To:

JEANNIE ELIZABETH TENNANT, Agent
RIOT IN OLD TOWN LLC, Owner

Location:

RIOT IN OLD TOWN
777 N MAIN ST
COTTONWOOD, AZ 86326

Beer & Wine Bar

Mailing Address:

JEANNIE ELIZABETH TENNANT
RIOT IN OLD TOWN LLC
RIOT IN OLD TOWN
777 N MAIN ST
COTTONWOOD, AZ 86326



POST THIS LICENSE IN A CONSPICUOUS PLACE

BILL OF SALE

THIS BILL OF SALE is executed on this day of 06/04/2015, by Riot in Old Town, LLC, (hereinafter "Seller") residing at 777 N Main Street Clarkdale, Az 86326 for the benefit of Clarkdale, LLC (hereinafter "Buyer"), residing at PO Box 869 Clarkdale, Az 86324.

Seller hereby transfers to Buyer, all rights of Seller in the following property:

Series 7 Liquor License #07137000, located in Yavapai County, Arizona.

For and in consideration of \$18,500.00, which has been acknowledged to have been received by Seller.

The form of payment used will be a check from Clarkdale, LLC.

In witness, the parties execute on this Bill of Sale on 06/04/2015,

Signature of Buyer

Rebecca Ryan

Date

6/4/2015

Signature of Seller

[Handwritten Signature]

Date

6/4/15

State of ARIZONA County YAVAPAI

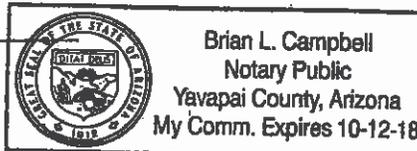
The Foregoing instrument was acknowledged before me this

13th day of JULY, 2015
Month Year

My Commission expires on: 10-12-18

[Handwritten Signature]

Signature of Notary



SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name RIOT IN OLD TOWN
 (Exactly as it appears on license) Address 777 N. MAIN ST Cottonwood, AZ 86032
2. New Business: Name Clarkdale Hotel at Town Park
 (Physical Street Location) Address 921 Main St. CLARKDALE, AZ. 86032
3. License Type: SERIES 7 License Number: 07137000
4. If more than one license to be transferred: License Type: N/A License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? 3/1/2016

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 2400 ft. Name of school CLARKDALE Jerome Elementary School
 Address 1615 Main St. CLARKDALE, AZ 86032
 City, State, Zip
2. Distance to nearest church: 410 ft. Name of church St. Thomas Episcopal Church
 Address 889 S. 1st Street CLARKDALE, AZ 86032
 City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name _____
 Address _____
 City, State, Zip

4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
 (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
 Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Beer + Wine BAR in Hotel Lobby
in a CASUAL Atmosphere.

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO

9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

- Entrances/Exits
- Liquor storage areas
- Patio: Contiguous
- Service windows
- Drive-in windows
- Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? 3/1/2016
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

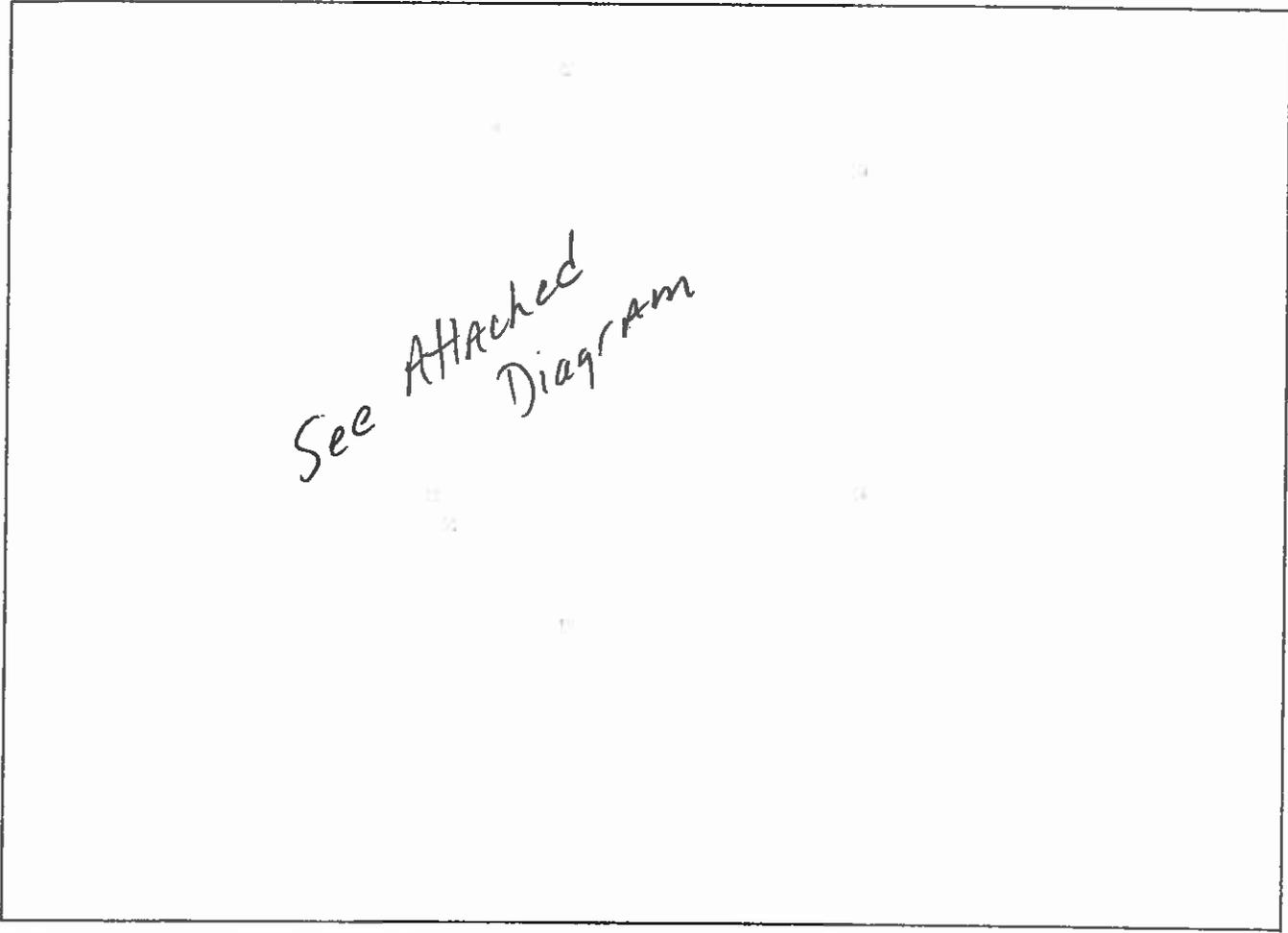
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

RPB
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

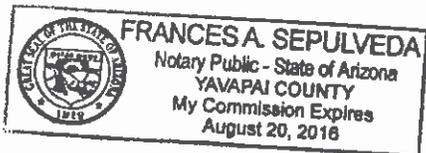
I, Rebecca Peggy Backus, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X *Rebecca Backus*
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 9 of July, 2015
Day Month Year

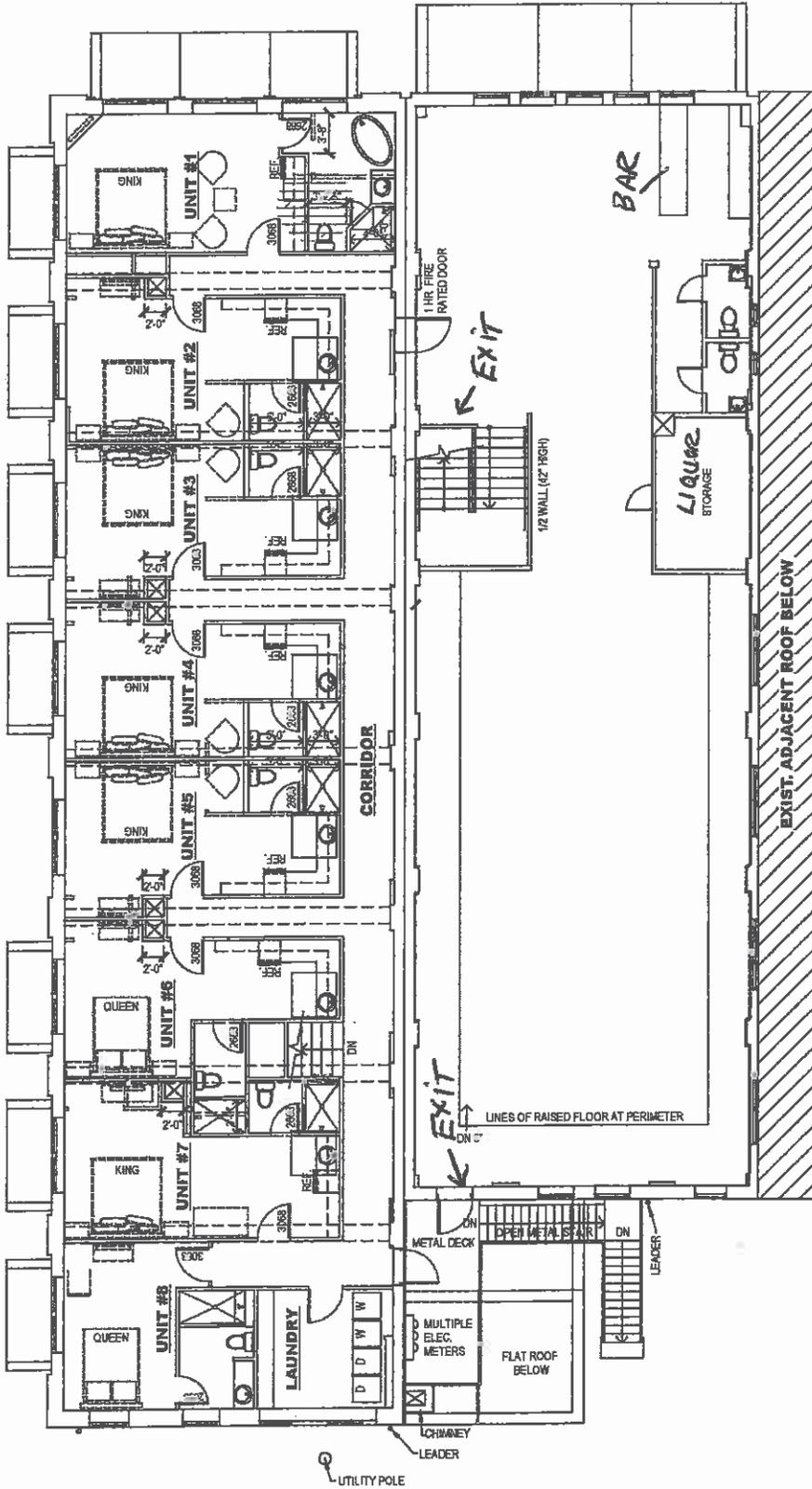
Frances A. Sepulveda
signature of NOTARY PUBLIC



My commission expires on: 20 August 2016
Day Month Year

2ND FLOOR
6,600 SF

MAIN STREET



4) Residential and commercial population of the community and its likelihood of increasing or decreasing or remaining static.

* Current population of 4,097 with a conservative growth rate emphasis of 2.5 percent annually.

5) Residential and commercial population density within one mile of the proposed premises.

* Unknown

6) Evidence concerning the nature of the proposed business, its potential market, and its likely customers & zoning.

* Property is zoned Central Business (Commercial). Lounge/bar is a permitted use.

7) Effect on vehicular traffic within one mile of the proposed premises.

* Police - no negative effects on traffic; Utility - based on current uses there should be no negative effects on traffic; PW - no negative impact noted; Fire - no expectations of negative impact on vehicular traffic

8) Compatibility of the proposed business with other activity within one mile of the proposed premises.

* Located in the Arts & Entertainment District

9) Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises.

* CDD - Commercial uses in this area have been in existence for over 100 years; Police - no anticipated negative effects

	Clerk	CDD	PD	Utility	PW	FD
		X				
	Clerk	CDD	PD	Utility	PW	FD
		X				
	Clerk	CDD	PD	Utility	PW	FD
		X				
	Clerk	CDD	PD	Utility	PW	FD
		X	X			



Staff Report

Agenda Item: **FINANCIAL ASSISTANCE PROGRAM** – Discussion & consideration regarding an Agreement between the Town of Clarkdale and Northern Arizona Council of Government for Water Utility Assistance.

Meeting Date: August 25, 2015

Sponsored By: Council Member Curt Bohall

Prepared By: Ellen Yates, Administrative Supervisor, Utilities Department

Background: In every community across the country there is a portion of the population struggling to pay their bills. Clarkdale is not immune to this situation. The Utilities Department staff work with Clarkdale residents in this situation daily. Clarkdale has a large portion of residents on fixed incomes from retirement and Social Security, and as utility rates increase, it becomes more difficult for them to pay bills. Staff has been tracking the financial assistance our customers have been receiving from Catholic Charities, St. Vincent DePaul, the Salvation Army, and other local charities and churches. All of these programs have a limited amount of funds to distribute and are overburdened. We would like to help by setting aside \$2,300.00 for a financial assistance program and contract with a third-party administrator to manage the program. The cost for administering these funds initially was \$500.00 but has since been negotiated down to \$300.00. Also by having a third party administrator there will be no additional work added to staff.

Initially, when we started this endeavor Catholic Charities was the administrator of this type of program. They have since changed courses and NACOG is now the administrator. A third party administrator will ensure that all those that are eligible will receive these funds. NACOG is the administrator of federal funds through the Low Income Home Energy Assistance Program (LIHEAP) which has eligibility guidelines that our residents will have to qualify under to receive our funds. Many of our residents have received funds through LIHEAP that were previously managed and administered through Catholic Charities. Under this program a family can only receive help once every 366 days and funds from this program are only available May through October. If someone needs help outside of this time frame they have to go elsewhere.

Attys. Robert Pecharich and Gene Neil have studied the Agreement and have reviewed Cottonwood's position that they do a similar contract, and justify the public expense based on public benefit of assisting those in need because it avoids water shut offs, resulting them to be living on the streets, lose their jobs and the resulting drain on other public resources to then assist them. Since this is a small expense, even though this is a gray area, it seems practical not to incur more legal expense in review. They have requested the Agreement to approve as to form.

Recommendation: That the Council approve the Agreement between the Town of Clarkdale and Northern Arizona Council of Governments for Clarkdale Municipal Water Utility Assistance Program.

AGREEMENT BETWEEN THE TOWN OF CLARKDALE AND
NORTHERN ARIZONA COUNCIL OF GOVERNMENTS
FOR
CLARKDALE MUNICIPAL WATER- UTILITY ASSISTANCE PROGRAM

This is an Agreement by and between the Town of Clarkdale, a municipal corporation of the State of Arizona, hereinafter referred to as "TOWN" and Northern Arizona Council of Governments, an Arizona nonprofit corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN owns and operates the Clarkdale Municipal Water System and would like to provide a water utility assistance program for qualified customers of the system; and

WHEREAS, the CONTRACTOR has experience in administering similar programs on behalf of the State of Arizona, and has expressed interest in administering a water utility assistance program for the TOWN.

NOW THEREFORE IN CONSIDERATION of the covenants, terms, conditions and compensation set forth herein, the parties hereto agree as follows:

Section 1. Purpose of the Agreement

The TOWN hereby contracts with the CONTRACTOR to provide the administration the Clarkdale Municipal Water – Utility Assistance Program, herein after "PROGRAM".

Section 2. Scope of Services

- A. The Town will, upon this Agreement becoming effective, annually provide the CONTRACTOR with a Two Thousand Dollar Utility Assistance Fund.
- B. The CONTRACTOR will accept applications from customers of the Clarkdale Municipal Water System for utility assistance in paying their water bill.
- C. The CONTRACTOR will receive applications and determine eligibility based on the Clarkdale Municipal Water – Utility Assistance Program LIHEAP Eligibility Worksheet, attached hereto as Exhibit "A".
- D. The CONTRACTOR will provide qualified applicants with a Letter of Guarantee, using a mutually agreed upon form, that the applicant can use to pay their water bill.
- E. The CONTRACTOR will issue a check to the Town for each of the month representing the value of each Letter of Guarantee issued for that month. The CONTRACTOR will provide a monthly financial report included with the check, on a form mutually agreed upon.

Section 3. Term

The Agreement shall become effective July 1, 2015, and shall remain in effect until June 30, 2016 (the "Initial Term"), unless sooner terminated as provided for herein. This Agreement shall also be considered automatically renewed for Fiscal Years 2017 and 2018 on the same terms and conditions as apply to the Initial Term if the Town Council appropriates sufficient funds for the program in either or both of those years.

Section 4. Termination

This Agreement may be terminated by either party without cause upon thirty (30) days written notice. Upon termination the CONTRACTOR shall be compensated only for the prorated services already provided. In any event the CONTRACTOR shall not be compensated for more than the total amount set forth in Section 5 of this Agreement.

Upon termination the CONTRACTOR will return all funds in the Utility Assistance Fund that are not committed or expended.

If, a dispute arises between the parties as to the services provided under this Agreement, or any other terms, the TOWN representative and the CONTRACTOR representative shall meet and attempt to resolve the dispute prior to either party terminating the Agreement.

Section 5. Compensation

The TOWN will pay the CONTRACTOR a total of Three Hundred Dollars (\$300) for the administration of this program, to be paid upon execution of this Agreement.

Section 6. Reporting

- A. The CONTRACTOR will submit a monthly financial report, on a mutually agreed upon form, as set forth in Section 2E of this Agreement.
- B. The CONTRACTOR at the close of the Agreement will submit a close out report providing a complete accounting of funds expended in the program along with a statistical evaluation of the of applicants served and applicants that were not served by the program.

Section 7. Indemnification

The CONTRACTOR does hereby covenant and agree to indemnify and hold harmless the TOWN, the Mayor and Town Council, appointed boards and commissions, officers and employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney's fees or liability of any kind, and does hereby agree to, and does assume all risk in the performance of this Agreement and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of the performance of this Agreement.

Section 8. Insurance

During the term of this Agreement the CONTRACTOR shall maintain in effect, at minimum, the following insurance coverage:

- 1. General Liability, in the amount of \$1,000,000.00.
- 2. Automobile Liability in the amount of \$500,000.00.
- 3. Workers Compensation, as required by Arizona law.

Such policy or policies shall be issued by insurance companies authorized to do business in the State of Arizona and having agents upon whom service of process may be made in the State of Arizona. CONTRACTOR shall specifically protect the TOWN as an additional insured under all of the policies.

The TOWN shall be provided thirty (30) days prior written notice of any cancellation of any insurance policies.

Section 9. Notice

Whenever either party desires to give notice unto the other, such notice shall be in writing, sent by United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall be changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For the Town of Clarkdale,

Gayle Mabery, Town Manager Town of Clarkdale
39 N Ninth Street
Clarkdale, AZ 86324

For Northern Arizona Council of Governments

Patricia A. Sprengeler
Community Services Program Manager
119 East Aspen Avenue
Flagstaff, AZ 86001

Section 10. Arizona Law

This Agreement shall be governed by the laws of the State of Arizona and any legal action concerning the provisions hereof shall be brought in Yavapai County, Arizona.

Section 11. Entire Agreement and Modification

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

Section 12. Conflict of Interest

This Agreement may be cancelled for a conflict of interest pursuant to the terms of A.R.S. 38-511.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates under each signature.

Town of Clarkdale

Northern Arizona Council of Governments

Doug Von Gausig, Mayor

Chris Fetzer, Executive Director
Name, Title

Dated this ___ day of _____, 2015

Dated this ___ day of _____, 2015

ATTEST:

Kathy Bainbridge, Town Clerk

Dated this ___ day of _____, 2015

Robert Pecharich, Town Attorney

Dated this ___ day of _____, 2015

CLARKDALE MUNICIPAL WATER – UTILITY ASSISTANCE PROGRAM

LIHEAP ELIGIBILITY WORKSHEET EFFECTIVE JULY 1, 2015

APPLICANT NAME: _____ DATE: _____

1. WATER USE ELIGIBILITY

To be eligible for the Clarkdale Municipal Water Utility Assistance Program applicants cannot exceed the following water use limits during the billing period.

Between May 1 and September 30	75 gallons/person/day
Between October 1 and April 30	60 gallons/person/day

To Calculate:

Gallons used in billing period	# of days in billing period	# of persons in household	gallons/person/day
-----------------------------------	--------------------------------	------------------------------	--------------------

2. INCOME ELIGIBILITY

<u>% of Poverty</u> Points	
0-74%	5 points
75-100%	4 points
101-125%	3 points
126-150%	1 point

Gross Income, Past 30 Days \$ _____

Income Points: _____ (a)

3. ENERGY BURDEN

To Calculate:

- a) Use one month's bill for both electric and gas
- b) If client does not have electric bill, call utility company for actual cost
- c) If client pays a gas bill, but does not have proof of the most recent bill, use \$30
- d) If home is total electric, use only one month electric bill. If electric bill provided includes more than one month of service use the higher of the months in determining burden.

Electric \$ _____ + Gas \$ _____ + Fees _____ = \$ _____ Average
Monthly Utility Cost

\$ _____ / \$ _____ = _____
Monthly Utility Cost Monthly Gross Income % Energy Burden

5% and less	0 points
6 – 10%	3 points
11-15%	4 points
16-20%	5 points
21% +	6 points

Energy Burden Points: _____ (b)

4. ENERGY NEED

Elderly 1 point Disabled
1 point Working Poor 1 point
Under 6 Child 1 point
(Only 1 point per category allowed)

Elderly Points: _____(c) Disabled
Points: _____(d) Working Poor: _____
_____(e) Child Points: _____
_____(f)

5. PAYMENT MATRIX

Total all Points: _____
(a+b+c+d+e+f)

<u>Total Points</u>	<u>Annual Assistance</u>
1-2	\$50
3-6	\$100
7-11	\$150
12-15	\$200

Annual Allowable Assistance: \$ _____
(Represents total allowable assistance available to client in a 365 day period)

CASE MANAGER _____

DATE _____



Staff Report

Agenda Item: **PROFESSIONAL SERVICES FOR THE DESIGN OF THE TOWN OF CLARKDALE MEMORIAL CLUBHOUSE ADA IMPROVEMENTS** – Discussion and consideration of the recommendation from the Selection Committee for Architecture Works Green as the architectural/engineering firm to provide professional services for the design of the Town of Clarkdale Memorial Clubhouse ADA Improvements Project for the Town of Clarkdale.

Meeting Date: August 25, 2015

Prepared By: Wayne Debrosky, Public Works/Utilities Director

Background: On July 8, 2014 Town Council Approved Resolution #1471 allowing staff to move forward with the submission for FY14 Federal Community Development Block Grant (CDBG) funds and to submit the Letter of Intent with Resolution #1453 to the Arizona Department of Housing for project review and funding. The total amount of funding that was approved for this project was \$266,693.00. After payment of \$5,000.00, to Northern Arizona Council of Governments (NACOG) for project administration, the total balance that is left for design and construction is \$261,693.00.

On July 12th and 17th, 2015 the Town of Clarkdale (Town), by printed legal notices, solicited SEALED Statement of Qualifications (SOQs) for Architectural/Engineering (A/E) Services from qualified firms to design, prepare/develop engineering plans, and prepare construction bid documents for the Memorial Clubhouse ADA Improvements Project (Project). The A/E will be required to prepare and complete project plans, plan documents and specifications. This is a federally funded project through a Community Development Block Grant (CDBG) and will be administered by the Arizona Department of Housing (ADOH).

Project Description: The Town of Clarkdale plans to make ADA improvements to the Memorial Clubhouse located at 19 N Ninth Street, Clarkdale, AZ 86324. This facility is owned and maintained by the Town of Clarkdale. Improvements include: 1) ADA modifications to the existing men's and women's restrooms, including sinks, toilets, urinals, partitions, grab bars, dispensers, mirrors, flooring and wall tile, and relocating or replacing existing doors and door frames; 2) Construction of one women's restroom, including two (2) toilets, two (2) sinks, partitions, dispensers, flooring, plumbing and electrical work; 3) Installation of a double entry door with push button operator; and; 4) Installation of one (1) ADA compliant entry ramp. No land acquisition or easements will

be necessary. The project will benefit approximately 763 disabled residents of the Town, all (100%) of whom are considered low to moderate income.

The Town conducted a pre-proposal meeting on July 22, 2015 at 2:00 pm. The meeting was held in the Ladies Lounge, and included a tour of the Clarkdale Memorial Clubhouse Complex.

All SOQs delivered to the office of the Town of Clarkdale, 15 N. Ninth St., Clarkdale, AZ 86324 or mailed to the office of the Town of Clarkdale, P.O. Box 308, Clarkdale, Arizona, 86324, on or before 11:00 am (Arizona Time) on August 3, 2015 were reviewed for completeness and forwarded to the Selection Committee for review and ranking. The Selection Committee consisted of:

- Wayne Debrosky, Public Works/Utilities Director
- Art Durazo, Public Works Superintendent
- Ellen Yates, Administrative Supervisor
- Curt Bohall, Town Council
- Dennis Inman, Citizen Representative

Two (2) complete SOQ packets from the following A/E were forwarded to the Selection Committee for review:

- Architecture Works Green, Inc.
- M3 Engineering & Technology Corp.

Following the evaluation criteria, outlined in the RFQ Packet dated May 2015, the Selection Committee ranked Architecture Works Green, Inc. the highest of the two SOQ submissions. The Selection Committee also directed the Public Works/Utilities Director to prepare a Staff Report for Town Council to approve the recommendation for Architecture Works Green, Inc. to provide professional services for the design of the Town of Clarkdale Memorial Clubhouse ADA Improvements. The Committee also recommended that Town Council direct staff to enter into contract discussions with Architecture Works Green, Inc. to provide those services. Any contract or agreement for professional services would be brought before Town Council at a later date for review, discussion, and action.

Oral interviews were not part of the selection process.

Recommendation: Approval of the recommendation of the Selection Committee for Architecture Works Green, Inc. to provide Professional Architectural/Engineering Services for the design of the Town of Clarkdale Memorial Clubhouse ADA Improvements, and authorize staff to enter into contract discussions with Architecture Works Green, Inc. to provide those services.



Staff Report

Agenda Item: **AMENDMENT NO. 1 TO EXCHANGE AGREEMENT NO. 950132, AN AGREEMENT AMONG THE CITY OF COTTONWOOD, TOWN OF CLARKDALE, THE CITY OF SCOTTSDALE, THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT AND THE UNITED STATES FOR THE EXCHANGE OF CENTRAL ARIZONA PROJECT WATER** – Discussion and consideration on the amended Central Arizona Project Trust Fund Agreement between the Central Arizona Water Conservation District (CAWCD) and the Town of Clarkdale.

Meeting Date: August 25, 2015

Prepared By: Wayne Debrosky, Public Works/Utilities Director

Background: Cottonwood Water Works, Inc. (CWW) received an allocation of 1,789 acre-feet per annum of Central Arizona Project (CAP) municipal and industrial (M&I) water from the United States Secretary of the Interior in 1983. CWW was unable to utilize that allocation following the issuance of a United States Fish & Wildlife Study (USFWS) completed in 1989 due to loss of habitat for fish, amphibians, garter snakes, and other aquatic animals; loss of riparian resources along the Verde River; and the recommendation that no water withdrawals be made from the relevant reaches of the Verde River.

On August 24, 1998 the Parties entered into Exchange Agreement No. 950132, which allowed for the exchange of CWW's CAP M&I allocation in the amount of 1,789 acre-feet per annum, for monies put in escrow by the City of Scottsdale in the form of an irrevocable trust fund for the benefit of CWW.

On August 2, 2005, CWW entered into an Asset Purchase Agreement whereby its assets were transferred, seventy-four percent (74%) to the City of Cottonwood and twenty-six (26%) to the Town of Clarkdale. As part of that Asset Purchase Agreement CWW's funds and rights under Exchange Agreement No. 950132 were transferred to the City of Cottonwood and the Town of Clarkdale. On January 23, 2006 funds held pursuant to the CWW Trust Fund Agreement were transferred to the City of Cottonwood (76%) and the Town of Clarkdale (26%).

These funds were held in escrow for the purposes of defraying the expenses associated with designing, constructing, acquiring and/or developing an alternative water supply, or acquiring surface water rights in the Verde Valley to replace the CAP allocation which was assigned to the City of Scottsdale under the Exchange Agreement No. 950132.

The Arizona Department of Water Resources (ADRW), which must be consulted prior to the amendment of the Exchange Agreement, has provided a letter consenting to this Amendment of the Exchange Agreement. ADWR also states that, upon execution of this

Amendment, ADWR will consider the requirement to acquire surface water rights by the City of Cottonwood and the Town of Clarkdale to have been met for the purposes of reviewing future proposed general plans and individual projects pursuant to the trust fund agreements.

In order to receive monies currently held in escrow, from the Amended Trust Fund Agreement, the Town of Clarkdale needs to have an ADWR determination that a proposed project meets the requirements to acquire surface water rights, or develop an alternative water supply, as outlined the Amended Trust Fund Agreement.

Recommendation: For Town Council to approve and execute --Amendment No. 1 to Exchange Agreement No. 950132, the Central Arizona Project Trust Fund Agreement between the Central Arizona Water Conservation District (CAWCD) and the Town of Clarkdale.

AGREEMENT AMONG THE CITY OF COTTONWOOD, TOWN OF CLARKDALE,
THE CITY OF SCOTTSDALE,
THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT AND
THE UNITED STATES FOR THE
EXCHANGE OF CENTRAL ARIZONA PROJECT WATER

AMENDMENT NO. 1 TO EXCHANGE AGREEMENT NO. 950132

THIS AGREEMENT is made and entered into this ____ day of _____, 2015,
by and among the City of Cottonwood, an Arizona municipal corporation ("Cottonwood"), the
Town of Clarkdale, an Arizona municipal corporation ("Clarkdale"), the City of Scottsdale, an
Arizona municipal corporation ("Scottsdale"), the Central Arizona Water Conservation District
("CAWCD") and the United States of America, acting through the Secretary of the Interior
("United States") (collectively known as the "Parties").

RECITALS

A. After Cottonwood and Clarkdale's predecessor, Cottonwood Water Works, Inc. ("CWW"), received an allocation of 1,789 acre-feet per annum of Central Arizona Project ("CAP") municipal and industrial ("M&I") water from the United States Secretary of the Interior in 1983, CWW determined that it was unable to utilize this allocation following the issuance of a United States Fish & Wildlife Service ("USFWS") study completed in 1989 that (1) concluded that CWW's proposed use of the CAP M&I water in an exchange for Verde River water, the only surface water source available to Cottonwood and Clarkdale for its CAP water exchange, would result in loss of habitat for fish, amphibians, garter snakes, and other aquatic animals, (2) concluded that the riparian resources of the reaches of the Verde River that would be affected by the proposed diversions are considered unique and irreplaceable and no loss of existing habitat value would be acceptable, and (3) recommended that no water withdrawals be made from the relevant reaches of the Verde River.

B. Therefore, on August 24, 1998, the Parties entered into Exchange Agreement No. 950132, an agreement for the exchange of CWW's CAP M&I allocation in the amount of 1,789 acre-feet per annum, entitled, "Agreement among Cottonwood Water Works, Inc., the City of Scottsdale, the Central Arizona Water Conservation District and the United States for the Exchange of Central Arizona Project Water" (the "Exchange Agreement").

C. As a part of the process for execution of the Exchange Agreement, the USFWS issued a March 30, 1998 biological opinion (the "Opinion") that was requested by the United States Bureau of Reclamation ("Reclamation") which included an assumption that CWW would "attempt to acquire surface agricultural water rights in the Verde Valley for retirement from irrigation use" and would use those surface water rights to "offset pumping from existing shallow wells operated by" Cottonwood Water Works, Inc.

D. In addition, the Opinion included an analysis of the impacts of a similar transfer of CAP M&I allocation from Camp Verde Water System, Inc. ("Camp Verde") to the City of Scottsdale. In analyzing those impacts, the Opinion included an assumption that Camp Verde Water System Inc. would "reduce its water withdrawals from shallow wells ... from 353 af/year to 176.5 af/year, unless [Camp Verde] holds valid surface water rights."

E. In exchange for receiving CWW's allocation of 1,789 acre-feet per annum of CAP M&I water, Scottsdale deposited monies into escrow that were then deposited into an irrevocable trust fund for the benefit of CWW, established pursuant to the Water Trust Fund Agreement by and between CWW and Northern Trust Bank of Arizona, N.A., dated June 8, 1998 ("CWW Trust Fund Agreement").

F. On August 2, 2005, CWW entered into an Asset Purchase Agreement whereby its assets were transferred, seventy-four percent (74%) to Cottonwood and twenty-six percent (26%)

to Clarkdale. As part of the transaction contemplated by the Asset Purchase Agreement, CWW entered into an "Assignment of Interests under Water Trust Fund Agreement" ("Assignment") pursuant to which CWW assigned all of its privileges, rights, title, interests, duties, benefits, and obligations under the Exchange Agreement and the CWW Trust Fund Agreement, among other agreements, to Cottonwood and Clarkdale.

G. As a part of the transaction contemplated in the Assignment, Cottonwood and Clarkdale instructed Northern Trust Bank of Arizona, N.A. to apportion the funds held pursuant to the CWW Trust Fund Agreement. Cottonwood was apportioned seventy-four percent (74%) of those monies, which were to be held pursuant to the Cottonwood Water Trust Fund Agreement, dated January 23, 2006 ("Cottonwood Trust Fund Agreement"). Clarkdale was apportioned twenty-six (26%) of those monies, which were to be held pursuant to the Clarkdale Water Trust Fund Agreement, dated January 23, 2006, ("Clarkdale Trust Fund Agreement"). These two trust fund agreements replaced the CWW Trust Fund Agreement. The Exchange Agreement was not updated as part of the Assignment.

H. Most of the monies deposited with the Northern Trust Bank of Arizona as noted in the Exchange Agreement were to be used for the purposes of "defraying the expenses associated with designing, constructing, acquiring and/or developing *an alternative water supply* to replace the CAP allocation which is being assigned to Scottsdale under this Agreement" (emphasis added) and would be released to CAWCD after twenty-five years from the date those funds were deposited pursuant to the CWW Trust Fund Agreement ("Initial Deposit") into the Water Trust Fund if not expended or committed for those purposes. Paragraph 4 of the Cottonwood Trust Fund Agreement also provides that \$18,500 of those monies were to be reserved for the purposes of "acquiring surface water rights in the Verde Valley." This \$18,500

would be released to CAWCD if not spent or committed for those purposes within a specified time period. Paragraph 4 of the Clarkdale Trust Fund Agreement also provides that \$6,500 of those monies were to be reserved for the purposes of "acquiring surface water rights in the Verde Valley." This \$6,500 would be released to CAWCD if not spent for those purposes within a specified time period.

I. In the years since the Initial Deposit, CWW, Cottonwood, and Clarkdale have been unsuccessful in acquiring surface water rights in the Verde Valley and have not sought release of the \$25,000. Cottonwood has, however, expended other monies in the Cottonwood Water Trust Fund for the purposes of developing alternative water supplies. Additionally, in that same period, Camp Verde has expended all of the monies in its own Water Trust Fund, with the exception of funds reserved for the acquisition of surface water rights, as well as significant monies from other sources, to design, construct, acquire and/or develop an alternative water supply to replace its CAP M&I allocation. In so doing, Camp Verde has reduced its water withdrawals from shallow wells from 353 acre-feet per annum to under 10 acre-feet per annum. This reduction of withdrawals from Camp Verde's shallow wells has significantly exceeded the assumption in the Opinion and has lessened the impact of groundwater pumping on the flows of the Verde River as noted in USFWS's response to Reclamation's request for Reinitiation of Consultation on the Opinion. Based on USFWS's review of the Opinion, USFWS has concluded in its December 9, 2014 memo that the intent of reducing the effects of pumping from shallow wells adjacent to the Verde River has been met, and has agreed to remove Reasonable and Prudent Measure 5 and Term and Condition 5 from the Opinion, as amended April 28, 1998.

J. The Parties have agreed that Cottonwood's efforts to develop alternative water supplies and Camp Verde's near-elimination of water withdrawals from shallow wells within the

Verde River watershed have exceeded the assumptions in the Opinion, and, taken together, are sufficient to offset the requirement that Cottonwood and Clarkdale acquire agricultural surface water rights as a condition of receiving funds reserved in their trust fund agreements for such purposes. Accordingly, the Parties seek to amend the Exchange Agreement to eliminate the restriction on Cottonwood and Clarkdale's right to seek reimbursement of the \$25,000 set aside for acquisition of surface water rights.

K. The Arizona Department of Water Resources ("Department"), which must be consulted prior to the amendment of the Exchange Agreement, has provided a letter, attached as Exhibit A to this Amendment No. 1 to Exchange Agreement, consenting to this Amendment of the Exchange Agreement. The Department's letter also states that, upon execution of this Amendment, the Department will consider the requirement to acquire surface water rights to have been met for purposes of reviewing future proposed general plans and individual projects pursuant to the trust fund agreements.

NOW, THEREFORE, in consideration of the premises and of the promises and agreements hereinafter set forth, the Parties hereto agree as follows:

AGREEMENT

1. Amendment of Paragraph 4.3. Paragraph 4.3 of the Exchange Agreement is hereby amended to read as follows:

"4.3 Any monies held in trust pursuant to the Water Trust Fund Agreement which are in excess of the amount required to satisfy the purposes set forth in Paragraph 4.2 hereof shall be released to CAWCD pursuant to the terms of the Water Trust Fund Agreement to be applied towards CAWCD's repayment obligation under the CAP Master Repayment Contract. Further, any monies held in trust pursuant to the Water Trust Fund Agreement which, at the end of twenty-five years from the date of initial deposit of funds into the Water Trust Fund from the Escrow ("Initial Deposit") are not Committed Monies or have not been expended by Cottonwood, shall be released to CAWCD pursuant to the terms of the Water Trust Fund Agreement to be applied towards CAWCD's repayment obligation under the CAP Master Repayment Contract."

2. Other Provisions Unaffected. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement herein on the day and year first above-written.

CITY OF COTTONWOOD, an
Arizona municipal corporation

By: _____
[Name]
[Title]

Attest: _____

Date: _____

Title: _____

TOWN OF CLARKDALE, an
Arizona town

By: _____
[Name]
[Title]

Attest: _____

Date: _____

Title: _____

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: _____
Jim Lane
Mayor

Attest: _____

Date: _____

Date: _____

Signatures continued on next page.

THE UNITED STATES OF AMERICA

By: _____
Regional Director
Lower Colorado
Bureau of Reclamation

Date: _____

Approved as to legal sufficiency:

Attest: _____
Senior Attorney,
Office of the Solicitor

Date: _____

CENTRAL ARIZONA WATER
CONSERVATION DISTRICT

By: David P. Atkins
President

Date: May 7, 2015

Attest: Frank F. [Signature]
Secretary

Date: May 7, 2015



Staff Report

Agenda Item: **THE 89A BOOSTER PUMP STATION AT THE 89A HASKEL SPRINGS WELL AND RESERVOIR PROJECT –**
Discussion and consideration of the Booster Pump Station at the 89A Haskel Springs well and reservoir project and direction to the Public Works/Utilities Director to draft a contract with Felix Construction for the design and construction of the project.

Meeting Date: August 25, 2015

Staff Contact: Wayne Debrosky, Public Works/Utilities Director

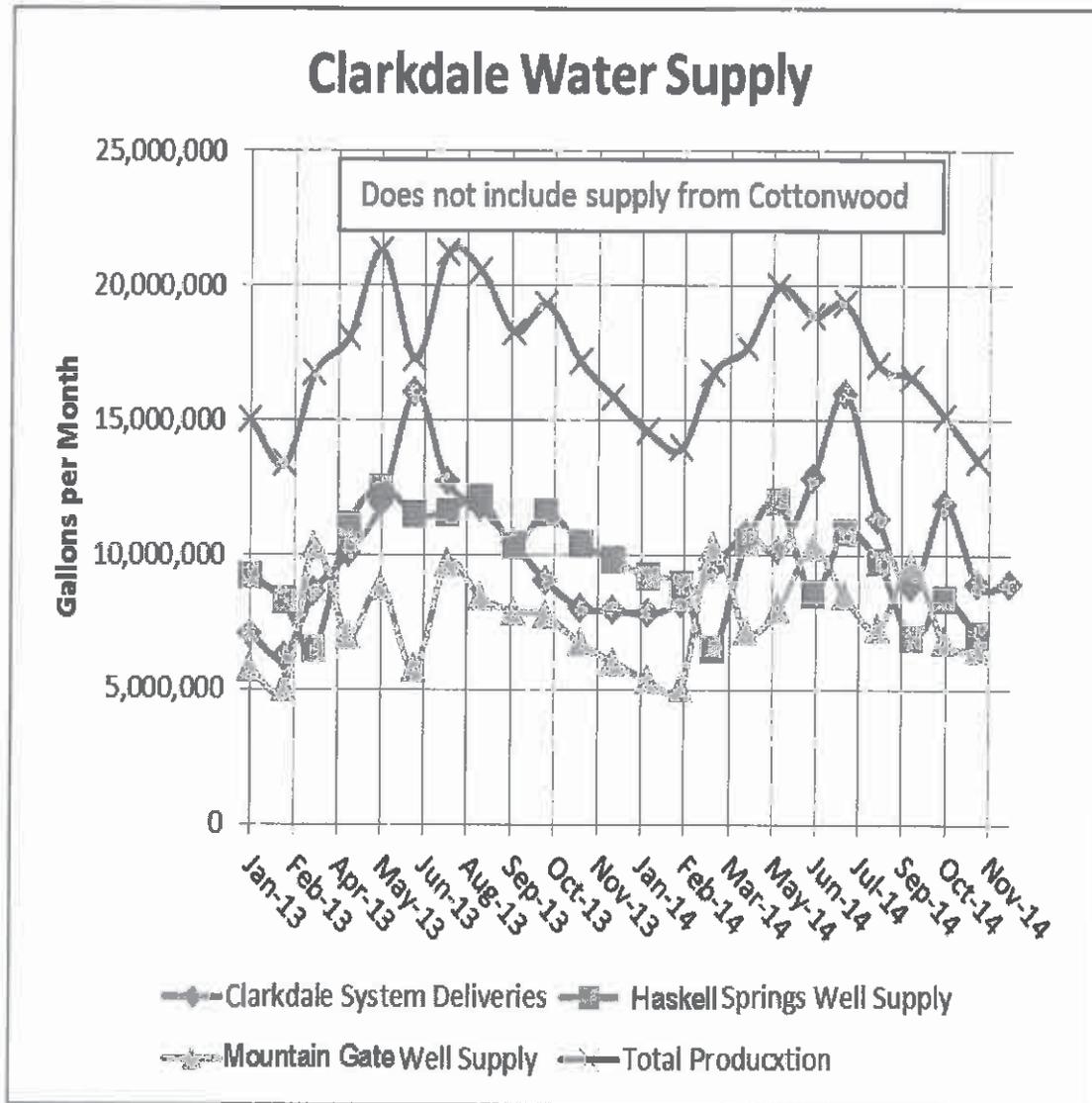
Background: The Haskell Springs Well and Reservoir System has historically been stressed yearly during the summer months when the user demand has increased and well production has decreased. The Haskell Springs Well, in recent years, has been impacted by lowering ground water levels that are likely due to the continuing drought conditions in the Verde Valley. During the summer, that well's static level has been lowered to point that the Town of Clarkdale has had to curtail pumping and supplement the Haskell Springs Well production with potable water supplied from the inter-municipal connection with the City of Cottonwood. During June 2013 the City of Cottonwood supplied 2.8 million gallons to the Town of Clarkdale through the inter-municipal connection, and by June 2014 this amount had increased by 25% to 3.5 million gallons.

The normal Haskell Springs Well production rate is 360 gallons per minute (gpm) while the Mountain Gate Well can produce more than 660 gpm. In June 2014, due to high usage and dropping dynamic well levels, the production from the Haskell Springs well had dropped off from 360 gpm to 250 gpm with a maximum production capability of 360,000 gallons per day. This means that the Haskell Springs Well would need to run 24 hours per day or 1440 minutes per day in order to produce 360,000 gallons with no time off in order to rest the well and allow recovery. This represents a drop of over 30% in production from the Haskell Springs Well. Demand during this same time for the area served by the Haskell Springs Well averaged over 400,000 gallons per day. This necessitated supplementing production from the Haskell Springs Well with water from the City of Cottonwood via the inter-municipal connection to meet daily usage demands and allow the Haskell Springs well some time to recover.

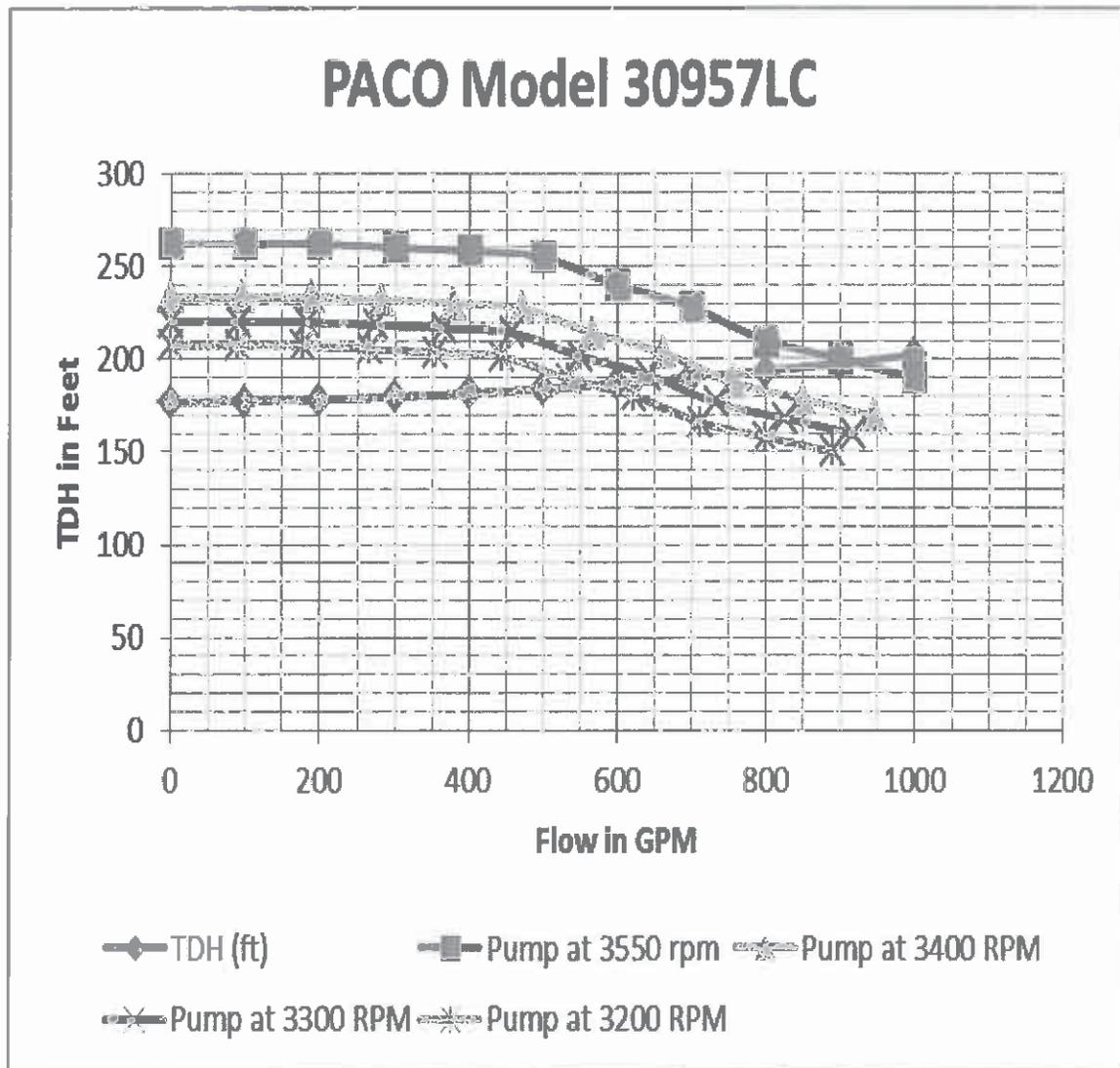
Instead of receiving water from Cottonwood the Town of Clarkdale could use the excess capacity from the Mountain Gate Well, if there was a way to convey water from the 89A Reservoir to the Haskell Springs Reservoir. The Haskell Springs Reservoir site is approximately 150 feet higher in elevation than the 89A Reservoir site. In order to transfer water from the 89A Reservoir to the Haskell Springs Reservoir we would need to install a booster pump system at the 89A Reservoir Site that could pump water to the Haskell Springs Reservoir. This would allow the town to independently manage Haskell

Springs Well shortfalls without purchasing water from the City of Cottonwood. Also, with this excess pumping capability, the Mountain Gate Well would serve as a backup to the Haskell Springs Well. Currently the only backup to the Haskell Springs Well is the inter-municipal connection with the City of Cottonwood.

The following graph shows the water demand and the supply sources (except flow from Cottonwood). The chart reveals that, although the Mountain Gate Well has a higher capacity than the Haskell Springs Well (660 gpm v. 300 gpm), most of the water that is supplied to the distribution system comes from the Haskell Springs Well. This is because there are two separate service areas: one served from the Haskell Springs Reservoirs and one served from the 89A Reservoirs.



The following curve shows a 50 horse power (hp) pump driven by a variable frequency controller could supply from 600 to 800 gpm:



Over an 8 hour night time pumping period, the pump could supply 300,000 to 384,000 gallons into the Haskell Springs storage tanks, which is three times the average daily supply from Cottonwood during June, 2014. Mountain Gate supplied 10,000,000 gallons during June, 2014. At 550 gpm pumping (and treatment capacity) the pumps operated about 10 hours/day. Supplying the required 3,000,000 gallons per month amounts to

115,000 gallons/day or another three hours/day of operation. If a booster pump is installed, the Clarkdale system would be independent and each well system would back up the other well system and excess water could be moved from the Mountain Gate system to the water short Haskell Springs system.

A memorandum dated March 30, 2015, from Fred Goldman P.E. the design engineer, was used as a basis for the further development of this project. The Town has engaged with Mr. Goldman and Felix Construction in a design-build process, a state approved procurement method, to design and construct this project. The attached cost proposal from Felix Construction shows a guaranteed maximum price (GMP) for this project of \$210,240.37, and when adding a ten percent (10%) Owner's Contingency of 21,024.03 it brings the total project cost to \$231,264.30. The Town intends to use Central Arizona Project (CAP) Trust Fund Monies in the amount of \$186,000.00 to fund a majority of project costs. The amount of \$45,264.30 that is in excess of the \$186,000.00 available from the CAP Trust Fund Monies would be funded, by Council action, from designated funds for Water Resource Development Projects.

Recommendation: Staff recommends that Council approve this project for the amount of \$210,240.37, plus a ten percent (10%) owner contingency of \$21,024.03, for a total amount of \$231,264.30 and direct the Public Works/Utilities Director to draft a contract with Felix Construction for the design and construction of the 89A to Haskell Springs Water Booster System Project.