



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

**Tuesday, September 8, 2015 at 6:00 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 Regular Meeting open to the public on **Tuesday, September 8, 2015, at 6:00 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 September 3, 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. REPORTS

Current Events – A brief summary of current events. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary.

Mayor's Report
Vice-Mayor's Report
Councilmembers' Report
Town Manager's Report

Organizational Reports – Reports regarding regional organizations.

CAT/ VVTPO – Cottonwood Area Transit and the Verde Valley Transportation Planning Organization & other transportation affiliations.

NACOG - Northern Arizona Council of Governments.

NAMWUA - Northern Arizona Municipal Water Users Association.

VRBP – Verde River Basin Partnership.

VVLP – Verde Valley Land Preservation.

YC Advisory Board – A report from the Yavapai College Advisory Board representative.

4. **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. **Approval of Minutes of the Common Council** - Approval of the minutes of the Regular Meeting held August 11, 2015 and Special Meeting August 25, 2015.
 - B. **Claims** - List of specific expenditures made by the Town during the previous month. August, 2015 check log and PPE dated August 8, 2015 and August 22, 2015.
 - C. **Board and Commission Minutes** – Acknowledgement of receipt of minutes and draft minutes of the previous month’s Board and Commission Meetings.
Board of Adjustments Notice of Cancellation of meeting August 26, 2015
Design Review Board Notice of Cancellation of meeting August 5, 2015
Planning Commission minutes of the meeting held August 18, 2015
Parks and Recreation Committee minutes of the meeting held July 8, 2015; Notice of Cancellation of meeting August 12, 2015
 - D. **Patriotism Week Proclamation** – Approval of the Patriotism Week Proclamation designated by the Benevolent and Protective Order of Elks for September 7 – 13, 2015.
 - E. **Suicide Prevention Week Proclamation** – Approval of the Suicide Prevention Week Proclamation designated by the Mental Health Coalition of the Verde Valley for September 7 – 13, 2015.
 - F. **Wine Festival License** - Approval of a recommendation to the State Department of Liquor License and Control to approve a Wine Festival License for Maynard Keenan, Four Eight Wine Works for the Clarktoberfest event to be held on Saturday, October 3, 2015 from Noon – 10:00 p.m. on Main Street, Clarkdale, AZ.

NEW BUSINESS

5. **PRESENTATION BY DR. TIGHE, MINGUS UNION HIGH SCHOOL SUPERINTENDENT** – Presentation by Superintendent Dr. Tighe from Mingus Union High School.

6. **PROPOSAL FOR PROFESSIONAL SERVICES TO DESIGN THE CLARKDALE MEMORIAL CLUBHOUSE ADA IMPROVEMENTS** – Discussion and consideration of a proposal from Architecture Works Green, INC. for the design of the Clarkdale Memorial Clubhouse ADA Improvements.
7. **REPORT REGARDING THE 2015 LEAGUE OF ARIZONA CITIES AND TOWNS ANNUAL CONFERENCE** – Discussion regarding information gathered at the 2015 League of Arizona annual conference.
8. **FUTURE AGENDA ITEMS** - Listing of items to be placed on a future council agenda
9. **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.

**Minutes of a Regular Session of the Common Council of the Town of Clarkdale
Held on Tuesday, August 11, 2015**

A Regular Meeting of the Common Council of the Town of Clarkdale was held on Tuesday, August 11, 2015, at 6:00 P.M. in the Men's Lounge of the Clark Memorial Clubhouse, 19 N. Ninth Street, Clarkdale, Arizona.

CALL TO ORDER – Meeting was called to order at 6:00 P.M. by Mayor Von Gausig.

Town Council:

Mayor Doug Von Gausig
Vice Mayor Richard Dehnert
Councilmember Scott Buckley

Councilmember Bill Regner
Councilmember Curtiss Bohall

Town Staff:

Town Manager Gayle Mabery
Town Clerk/Finance Director Kathy Bainbridge
Human Resources/Community Services Director Janet Perry
Community Development/Economic Director Jodie Filardo
Utilities/Public Works Director Wayne Debrosky
Police Chief Randy Taylor

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.

Drake Meinke, Clarkdale resident and business owner – commended the Town for last week's Rural Policy Forum event.

REPORTS

Current Events – A brief summary of current events. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary.

Mayor Von Gausig's Report –

- July 15 – Attended Arizona Navigable Stream Adjudication Commission (ANSAC) discussion with Verde River Basin Partnership;
 - CRRT meeting
- July 17 – Gave Arizona Forward Presentation in Sedona about the Verde River @ Clarkdale and Geo-tourism
- July 23 – Participated in conference call for a briefing on the Clarkdale Water Model from Laurel Lacher

- CRRT meeting
- July 28 – Attended National Geographic Geotourism meeting
- July 29 – Met with John from Bisbee
- July 30 – Met with Senator Steve Pierce to talk about water
 - Participated in conference call regarding the United Verde Soil program – SAP/QAPP review
- August 4 – Attended Water Committee meeting with Paul Brierly (University of Arizona – water efficiency)
 - Attended National Night Out and participated in National Night Out’s Dunk Tank
- August 5 – Met with Cottonwood councilmember Randy Garrison
 - Attended Rural Policy Forum mixer at the Copper Art Museum
- August 6 – Attended Rural Policy Forum’s Welcome to Clarkdale; presented Verde River talk
 - Participated in a panel discussion at Rural Development Conference with Rene de Young from the Governor’s office, Chip Davis and Matt Lore about effective engagement of local governments
 - Attended Rural Policy Forum dinner at Blazin’ M Ranch

Vice-Mayor Dehnert’s Report –

- July 31 – Attended Clarkdale Block Party
- August 4 – Attended Board of Health meeting in Prescott which included the identification of West Nile Virus at Tavasci Marsh and the department stated they are aware of and monitoring the progress of the United Verde Soil’s program

Councilmember Bohall’s Report –

- July 18 – Attended ribbon cuttings at Yavapai-Apache Nation’s Marketplace in Camp Verde and Chateau Tumbleweed Winery
- July 22 - VVTPO
- August 6 – served on selection committee regarding clubhouse design upgrades
- Noted impressive display in window of downtown building by Downtown Business Alliance

Councilmember Regner’s Report –

- July 15 – Attended ANSAC conference
- July 18 – Attended the ribbon cuttings at Yavapai-Apache Nation’s Marketplace and Chateau Tumbleweed
- July 29 – Attended Yavapai College Verde Valley Board Advisory Committee meeting
- July 31 – Participated as a safety boater on Verde River float trip;
 - Attended Clarkdale Block Party
- August 4 – Attended National Night Out
- August 5 – Attended Yavapai College Verde Valley Board Advisory Committee meeting
- August 6 and 7 – Attended Rural Policy Forum meeting

Councilmember Buckley's Report –

- End of July – Participated in planning for Downtown Business Alliance Block Party
- July 31 – Participated in the execution of Block Party
- August 4 – Attended Downtown Business Alliance meeting for planning of Clarktoberfest

Town Manager Mabery's Report –**Reminders:**

- There will be ~~three~~ Concerts in the Park left this season, one this upcoming weekend, one August 29 and one September 5;
- The Clarkdale Downtown Business Alliance is conducting the Second Annual Poker Stroll in conjunction with the Thunder Valley Rally;
- October 3 - Clarktoberfest and Poker Run

There was a storm today and we lost a tree at the park.

Organizational Reports – Reports regarding regional organizations.

CAT/ VVTPO – Cottonwood Area Transit and the Verde Valley Transportation Planning Organization & other transportation affiliations. Councilmember Bohall:

- 12th Street is scheduled to be paved in September and October
- Next spring to start on re-construction of Mingus from Willard to 10th Street
- CATs has 4 new buses and ridership increases

NACOG - Northern Arizona Council of Governments. Vice Mayor Dehnert (represented by Councilmember Regner):

- No report

NAMWUA - Northern Arizona Municipal Water Users Association. Councilmember Buckley:

- No report

VRBP – Verde River Basin Partnership. Mayor Von Gausig:

- ANSAC meeting

VVLP – Verde Valley Land Preservation. Councilmember Regner:

- No report

YC Advisory Board – A report from the Yavapai College Advisory Board representative.
Councilmember Regner:

- July 15 – Presentation from Dean James Perey presented outline of Verde Valley Strategic Plan;
- Presentation by Dr. Craig Ralston, Dean of Arts and Humanities

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. Approval of Minutes of the Common Council** - Approval of the minutes of the Regular Meeting held July 14, 2015 and Special Meeting July 28, 2015.
- B. Claims** - List of specific expenditures made by the Town during the previous month. July, 2015 check log and PPE dated July 6, 11 and 25, 2015.
- C. Board and Commission Minutes** – Acknowledgement of receipt of minutes and draft minutes of the previous month’s Board and Commission Meetings.
Board of Adjustments minutes of the meeting held July 22, 2015
Design Review Board minutes of the meeting held July 1, 2015
Planning Commission Notice of Cancellation of meeting July 21, 2015
Library Advisory Board minutes of meeting held July 9, 2015
Municipal Property Corporation minutes of meeting held July 15, 2015
- E. Change Order No. 2 for the Intergovernmental Agreement (IGA) between the Town of Clarkdale and the Yavapai County Flood Control District** - Approval of the Change Order for IGA FY 15/16 in an amount not to exceed \$74,631.09 between the Town of Clarkdale and Yavapai County Flood Control District.
- F. Intergovernmental Agreement between the Town of Clarkdale and the Yavapai County Flood Control District** - Approval of the IGA for FY 15-16 in an amount not to exceed \$50,000.00 between the Town of Clarkdale and Yavapai County Flood Control District.
- G. Designated Funds** – Approval of designated funds for FY2015-2016.

Councilmember Bohall pulled item D.

Councilmember Regner moved to accept Consent Agenda items A – C and E – G as presented. Councilmember Buckley seconded the motion and the motion passed unanimously.

- D. Special Event Liquor License** - Approval of a recommendation to the State Department of Liquor License and Control to approve a Special Event Liquor License for the Clarkdale Historical Society and Museum fundraising event to be held on Saturday, September 19, 2015 from 4:00 p.m. to 7:00 p.m. at 900 1st North Street, Clarkdale, AZ.

Applicant withdrew application for Special Event Liquor License. No further action by council was required.

NEW BUSINESS

UNITED VERDE SOIL PROGRAM WORK PLAN COMMENTS – Discussion and possible action to approve the Town of Clarkdale’s official comments to be submitted to the Arizona Department of Environmental Quality on the Work Plan for the United Verde Soil Program.

In July, 2014, Freeport Minerals Corporation (Freeport) submitted an application with the Arizona Department of Environmental Quality’s (ADEQ) Voluntary Remediation Program to undertake the United Verde Soil Program (UVSP). According to Freeport, because the United Verde smelter operated in an era before emissions control equipment was commonly used, historical air emissions from the smelter may have deposited metal-bearing particles (lead, arsenic and copper) on nearby soil. Freeport began providing public information about the United Verde Soil Program in Clarkdale in April, 2015.

Freeport has identified an initial study area on lands located near the former smelter in Clarkdale, and proposes to conduct a soil testing program to investigate potential elevated metals concentrations in soil on properties in that area. Under the program, owners of eligible properties within the initial study area will be contacted and have the opportunity to have soil on their properties sampled and tested for smelter-related metals that are associated with the United Verde/Jerome ore body. If test results determine that metal concentrations for lead, arsenic or copper in the soil exceed Freeport’s established target cleanup levels, then Freeport will offer soil replacement and landscaping restoration to impacted property owners. There is no cost to property owners to participate in the program.

In accordance with requirements in their program application, Freeport recently submitted a Sampling and Analysis Plan and a Quality Assurance Project Plan (together ADEQ refers to these documents as the “Work Plan”) to provide details to ADEQ about the proposed soil sampling to be performed in Clarkdale. ADEQ has established a public comment period through August 17, 2015 so that parties wishing to submit written comments on the work plan can do so.

Full copies of the Sampling and Analysis Plan and the Quality Assurance Project Plan can be found under the United Verde Soil Program section of the Town of Clarkdale’s website, www.clarkdale.az.gov. Hard copies of the documents are also available at the Clark Memorial Library, 39 North 9th Street in Clarkdale.

The ADEQ has invited parties wishing to submit written comments regarding the Sampling and Analysis Plan for the United Verde Soil Program VRP site to do so to:

ADEQ
Attention: John Patricki
Voluntary Remediation Program
1110 W. Washington Street
Phoenix, AZ 85007

Or by email to:

jp10@azdeq.gov

Comments should include the reference “United Verde Soil Program-Work Plan” in the subject line. **Comments must be postmarked or received by ADEQ no later than 5 p.m. on August 17, 2015.**

The Town of Clarkdale has established an internal work team consisting of Mayor Von Gausig, Town Manager Mabery, Public Works/Utilities Director Wayne Debrosky, Town Clerk/Finance Director Kathy Bainbridge, Community & Economic Director Jodie Filardo and Senior Planner Beth Escobar to review documents and guide the Town’s efforts relating to the UVSP. The work team consulted with our Environmental Attorney (Chris Thomas, Squire Patton Boggs) and our Environmental Consultant (Gary Boettcher & Associates) in order to develop the recommended comments and questions relating to the UVSP Work Plan.

While our work team has recommended comments for submission on both the Sampling and Analysis Plan and the Quality Assurance Project Plan, we provide the following summary of the most substantive points below. Each of these particular items are focused primarily on the Sampling and Analysis Plan.

- A. Beginning in Section 1 – Introduction, and throughout both documents, the differences between the “Study Area” and the “Initial Study Area” should be articulated. The plans currently include maps that reference the “Study Area”, but should be labeled as the “Initial Study Area”, which serves as an acknowledgement that the area to be tested and potentially remediated is subject to expansion over the life of the soil testing program.
- B. Beginning in Section 1 – Introduction, and throughout both documents, the definition for “Planned For Development” (when describing which properties within the Study Area are eligible for inclusion in the UVSP) is too narrow. The Town would like the definition expanded to include any property zoned in a way that allows for future residential use.
- C. Section 1 – Introduction, notes that industrial properties are not eligible for the program. However, there are industrially zoned properties in Clarkdale that have been used primarily for residential and commercial purposes (not industrial purposes) that would be wholly excluded from the testing program should this definition stand. We suggest the following amended provision: *“Properties that are, and generally were, used industrially, are not eligible for the soil program as they represent different exposure scenarios and human health risk considerations.”*
- D. Section 1.2 – Target Constituent and Cleanup Levels, Table 1-1 raises question about the cleanup levels that were selected for this project. The residential cleanup levels shown in this table were developed through a site specific Human Health Risk Assessment (Damian, 2015). The non-residential cleanup levels for copper (Cu) and lead (Pb) were selected based on ADEQ’s pre-determined values, but the non-residential cleanup levels for arsenic (As) was selected to match the residential standard. It seems inconsistent to use three different methodologies to determine the cleanup levels for this project. Why were ADEQ’s pre-determined values only used for non-residential Cu and Pb, and not applied for non-residential As, and residential Cu, Pb, and As? What are ADEQ’s pre-determined values for residential cleanup?

- E. Section 1.4 – Adjustments to the Study Area, should contain a more explicit method for determining whether an expansion of the Study Area is warranted. The expansion should not exclusively rely on test results and patterns within the Initial Study Area, but should include some method for sampling outside the Initial Study Area as well.
- F. Section 2 – Community Involvement, Outreach and Solicitation, should be broadened to include additional methods of outreach, including: bi-lingual materials and interpretation; a project website; agreed upon schedule of project briefings with the Town of Clarkdale; neighborhood open houses; etc.
- G. Beginning in Section 3 – Sampling Approach, and at various other locations throughout the documents, decision points about testing and remediation are proposed to be made without any established “appeal” process for property owners. Where such decisions are made, the Town believes that property owners should have a definitive appeal process.
- H. Table 3-1 indicates that soil at the 3-6” depths will not be tested. We believe that soil at the 3”-6” depths could contain a predominance of the target constituent metals, and would like it included in the testing.
- I. A Project Verification and Split Sampling Section should be added on Page 10 as follows:
“Permission will be granted to the Town of Clarkdale, ADEQ and their authorized agents and contractors to enter upon properties being tested at reasonable times to verify that the work is being performed in accordance with the work plan, is approved pursuant to A.R.S. 49-177, or has been performed in accordance with the report submitted pursuant to A.R.S. 49-181. Town of Clarkdale and ADEQ’s review may include field inspection and reasonable sampling. Freeport must include language to this effect on any Property Owner Consent agreements, in order to secure such right of entry.”
- J. Section 3.5.1, Page 11: This entire section provides details on how sample locations will be developed in order to avoid testing areas that may have been impacted from lead from other sources (lead-based paints, lead-contaminated vehicle fluids, prior emissions from leaded gasoline). The protocols as designed result in a lack of testing for other important target constituents (arsenic and copper) in the use areas. In addition, the blanket provision to stay at least 5 feet from any building presumes that the building was impacted by lead based paint, when, in fact, many structures may have been built well after the date that lead based paint would have been used. Our comments relating to this issue focus on ensuring that sampling and remediating for arsenic and copper are not hindered by protocols that are designed to avoid lead impacted areas.

The full list of recommended comments and questions is attached in your Council packets as Exhibit A. Staff will be happy to address each item in Exhibit A individually at the Council meeting (if requested). To review the Sampling and Analysis Plan and a Quality Assurance Project Plan in their entirety, please follow the links on the United Verde Soil Program page of the Town of Clarkdale website.

Town Manager Mabery presented information on this agenda item and provided Council with an updated Exhibit ‘A’ which included suggestions and comments on behalf of Town staff and citizens. Additional suggestions were provided by Karen O’Regan, former Environmental Remediation Manager from the City of Phoenix (now a Clarkdale resident), and her husband, Phil Briggs, who reviewed the

plans and comments put together by the team. The updated exhibit includes these suggestions which have been highlighted.

An additional comment that was made that was not included in the updated Exhibit had to do with community involvement which will be referenced in the cover letter being sent to ADEQ: "I wanted to make an overall comment about community involvement. In a project like this, it is quite common and often mandatory to have a separate community involvement plan that is based upon interviews with key community officials and other stakeholders and reflects the diversity and concerns of the community. This helps to focus and drive the community involvement activities. In addition to specifying community involvement activities that will be undertaken the plan will often specify key decision points at which the community can comment and be involved. It could also specify the community appeals process that you have asked for and seems necessary in this situation. In a project of this magnitude, it is very odd to find an extremely brief description of community involvement activities stuck in the middle of a sampling plan. A separate detailed plan which is provided for but not mandatory, under the voluntary remediation program, could address in an upfront manner, community concerns that are bound to crop up later on, such as appeals."

Mayor Von Gausig commented that in reviewing the remarks made about the plans it was apparent how much staff time was spent putting in huge numbers of hours looking over these documents, ensuring that there would be nothing in the plan that would negatively effect Clarkdale or Clarkdale residents.

Discussion followed with regard to clarification of processes in the plan.

Councilmember Regner moved to approve the comments on the United Verde Soil Program as drafted in the amended Exhibit A, and direct staff to submit the comments to the Arizona Department of Environmental Quality. Vice Mayor Dehnert seconded the motion and the motion carried unanimously.

GENERAL FUND BUDGET ADJUSTMENTS – Discussion and consideration of adjusting various General Fund Department 2014-2015 adopted operating budgets to reflect year end expenditures.

The proposed budget balancing adjustments between General Fund departments will move budgeted funds from one department with remaining funds to offset those departments that were in need of additional budgeted funds at year end along with adjusting budgeted transfers.

General Fund				
<u>Account Number</u>	<u>Description</u>	<u>Current Budget</u>	<u>Reallocation</u>	<u>New Budget</u>
Contingency				
01-5-2000-9851	Transfer to CIP	\$ 0.00	+\$16,450.00	\$ 16,450.00
01-5-2000-9801	Transfer to CIP	\$ 51,500.00	-\$ 16,450.00	\$ 35,050.00
01-5-2000-9800	Transfer to Streets	\$ 87,650.00	-\$21,650.00	\$ 66,000.00
01-5-2000-8901	PS Equip & Deprec	\$ 27,825.00	-\$ 3,075.00	\$ 24,750.00
Administration				
01-5-2100-7022	Dues & Association	\$ 2,800.00	-\$ 700.00	\$ 2,100.00
01-5-2100-7021	Publication & Adv	\$ 1,600.00	-\$ 500.00	\$ 1,100.00

Human Resources

01-5-2102-7030	New Hire Expense	\$ 3,923.00	-\$ 700.00	\$ 3,223.00
01-5-2102-6030	Travel & Training	\$ 250.00	-\$ 200.00	\$ 50.00
01-5-2102-7021	Publication & Add	\$ 3,000.00	-\$ 600.00	\$ 2,400.00
01-5-2102-7023	Health Management	\$ 500.00	-\$ 500.00	\$ 0

Town Wide

01-5-2300-9004	Legal Municipal	\$ 40,000.00	-\$13,000.00	\$ 27,000.00
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Library

01-5-2400-9002	IT Contract	\$ 8,500.00	-\$ 3,100.00	\$ 5,400.00
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Parks & Recreation

01-5-2600-7300	P&R Programming	\$ 3,450.00	-\$ 3,000.00	\$ 450.00
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Verde River @ Clarkdale

01-5-2905-6000	Salaries	\$ 40,000.00	+\$ 1,600.00	\$ 41,600.00
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Public Works

01-5-3101-7503	Building Maintenance	\$ 7,000.00	+\$ 5,500.00	\$ 12,500.00
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Police Department

01-5-2900-6000	Salaries	\$419,905.60	+\$ 6,300.00	\$426,205.60
01-5-2900-6022	Health Insurance	\$ 90,394.14	+\$ 7,900.00	\$ 98,294.14
01-5-2900-6025	Life Insurance	\$ 5,000.00	+\$ 1,000.00	\$ 6,000.00

Total		\$793,297.74	-\$24,725.00	\$768,572.74
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Finance Director Bainbridge presented information on this agenda item and noted that the balanced trial balance was transmitted to the auditors earlier today.

Vice Mayor Dehnert moved for the approval of 2014-2015 General Fund Budget Adjustments as presented. Councilmember Bohall seconded the motion. The motion passed unanimously.

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, YAVAPAI COUNTY, ARIZONA, SETTING FORTH THE VALUATIONS OF PROPERTY IN THE TOWN OF CLARKDALE FOR THE YEAR 2015-2016 ALONG WITH ADOPTING THE TAX LEVY FOR SAID PROPERTY – Discussion and consideration of Ordinance #367, adopting the tax levy and setting the valuations of property in the Town of Clarkdale for fiscal year 2015-2016.

On July 28, 2015 the Council adopted the Property Tax Levy Resolution and the Fiscal Year 2015-2016 Budget. The Council now needs to adopt the property tax levy for the Town. The levy is placed on each one hundred dollars of assessed value of all property, both real and personal, within the corporate limits of the Town of Clarkdale, except property that the law exempts from taxation.

The tax levy for 2015-2016 is 1.7165 to raise \$490,000.00 for primary tax purposes. A valuation as quoted by the Yavapai County Assessor’s Office for primary taxes is \$28,546,654. The following is a history of tax rates and the revenues raised with each tax rate:

<u>FISCAL YEAR</u>	<u>TAX RATE</u>	<u>TAXES</u>
2006-2007	1.1281	\$327,383
2007-2008	.7100	\$246,169
2008-2009	.7100	\$288,949
2009-2010	.9121	\$403,892
2010-2011	.9121	\$412,724
2011-2012	1.0950	\$412,395
2012-2013	1.3333	\$412,391
2013-2014	1.6000	\$438,220
2014-2015	1.5739	\$442,083
2015-2016	1.7165	\$490,000

Finance Director Bainbridge presented final information on this agenda item and provided background. Public Hearing was held at last meeting as required.

Councilmember Regner moved to approve Ordinance #367, an Ordinance of the Mayor and Common Council of the Town of Clarkdale, Yavapai County, Arizona, setting forth the valuations of property in the Town of Clarkdale for the year 2015-2016 along with adopting the tax levy for said property. Vice Mayor Dehnert seconded the motion. The motion passed unanimously.

FUTURE AGENDA ITEMS - Listing of items to be placed on a future council agenda.

ADJOURNMENT – Without objection, Mayor Von Gausig adjourned the meeting at 6:50 P.M.

APPROVED:

ATTESTED/SUBMITTED:

Doug Von Gausig, Mayor

Kathy Bainbridge, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Clarkdale, Arizona held on the 11th day of August, 2015. I further certify that meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2015.

SEAL

Kathy Bainbridge, Town Clerk

**Minutes of a Special Session of the Common Council of the Town of Clarkdale
Held on Tuesday, August 25, 2015**

A Special Meeting of the Common Council of the Town of Clarkdale was held on Tuesday, August 25, 2015 at 3:00 P.M. in the Men's Lounge of the Clark Memorial Clubhouse, 19 N. Ninth Street, Clarkdale, Arizona.

CALL TO ORDER – Meeting was called to order at 3:01 P.M. by Mayor Von Gausig.

Town Council:

Mayor Doug Von Gausig

Vice Mayor Richard Dehnert

Councilmember Scott Buckley

Councilmember Bill Regner - absent

Councilmember Curtiss Bohall

Town Staff:

Town Manager Gayle Mabery

Community Services/Human Resources Director Janet Perry

Community Development/Economic Director Jodie Filardo

Acting Town Manager and Utilities/Public Works Director Wayne Debrosky

Utilities Supervisor Ellen Yates

Police Chief Randy Taylor

Deputy Clerk Mary Ellen Dunn

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.

There was no public comment.

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.

Councilmember Bohall moved to accept Consent Agenda items A & B as presented. Vice Mayor Dehnert seconded the motion. The motion passed unanimously.

NEW BUSINESS

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.

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.

This is a presentation and no council action is required.

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.

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.

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.

Applicant, Rebecca Backus, was present to give information and answer questions from council.

Councilmember Buckley moved to 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. Vice Mayor Dehnert seconded the motion which passed unanimously.

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

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.

Utilities Supervisor Ellen Yates presented information on this agenda item. Yates clarified that this would be the first time the program would be funded by the Town of Clarkdale.

Councilmember Bohall moved to approve the Agreement between the Town of Clarkdale and Northern Arizona Council of Governments for Clarkdale Municipal Water Utility Assistance Program. Vice Mayor Dehnert seconded the motion and the motion carried unanimously.

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.

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 higher 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.

Utilities/Public Works Director Wayne Debrosky presented this item to Council. Debrosky explained the selection process and noted that the firm that was chosen would not interfere with ongoing activities taking place in the facility and they should also submit plans and examples of similar designs they have created for other jobs. Construction must start by March of 2016 and be complete by November 21, 2016. Selection committee felt that Architecture Works Green, Inc. presented a more compatible and realistic plan.

Vice Mayor Dehnert asked why the cost was so high and if they didn't expend all of the funds would they be available to use for something else. Debrosky stated that it was conceivable they would come in under budget and it is possible that they could use excess funds for other qualifying projects but would require approval from the Department of Housing to make any amendments. Because there are a lot of structural issues with the building, the allocated funds may be used on this project in their entirety. He went on to explain the various unexpected issues that might arise during the project.

Councilmember Bohall moved for the 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. Vice Mayor Dehnert seconded the motion and the motion passed unanimously.

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.

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 (ADWR), 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.

Utilities/Public Works Director Wayne Debrosky presented background on this agenda item. Debrosky noted that the approval of this amendment would only free up funds for future projects and was not designated for any specific project at this time.

Councilmember Bohall moved 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. Vice Mayor Dehnert seconded the motion.

Discussion followed. Town Manager Mabery noted that the money from the Scottsdale sale has been held in trust since approximately 1997. The Town of Clarkdale's portion of the trust is \$186,000. By loosening the parameters of how these funds could be spent, Vice Mayor Dehnert asked what the benefit to the Town would be and Mabery stated that \$6500 of the total is restricted for purchase of surface water rights and that is the total of what has been loosened up by this agreement.

The motion passed unanimously.

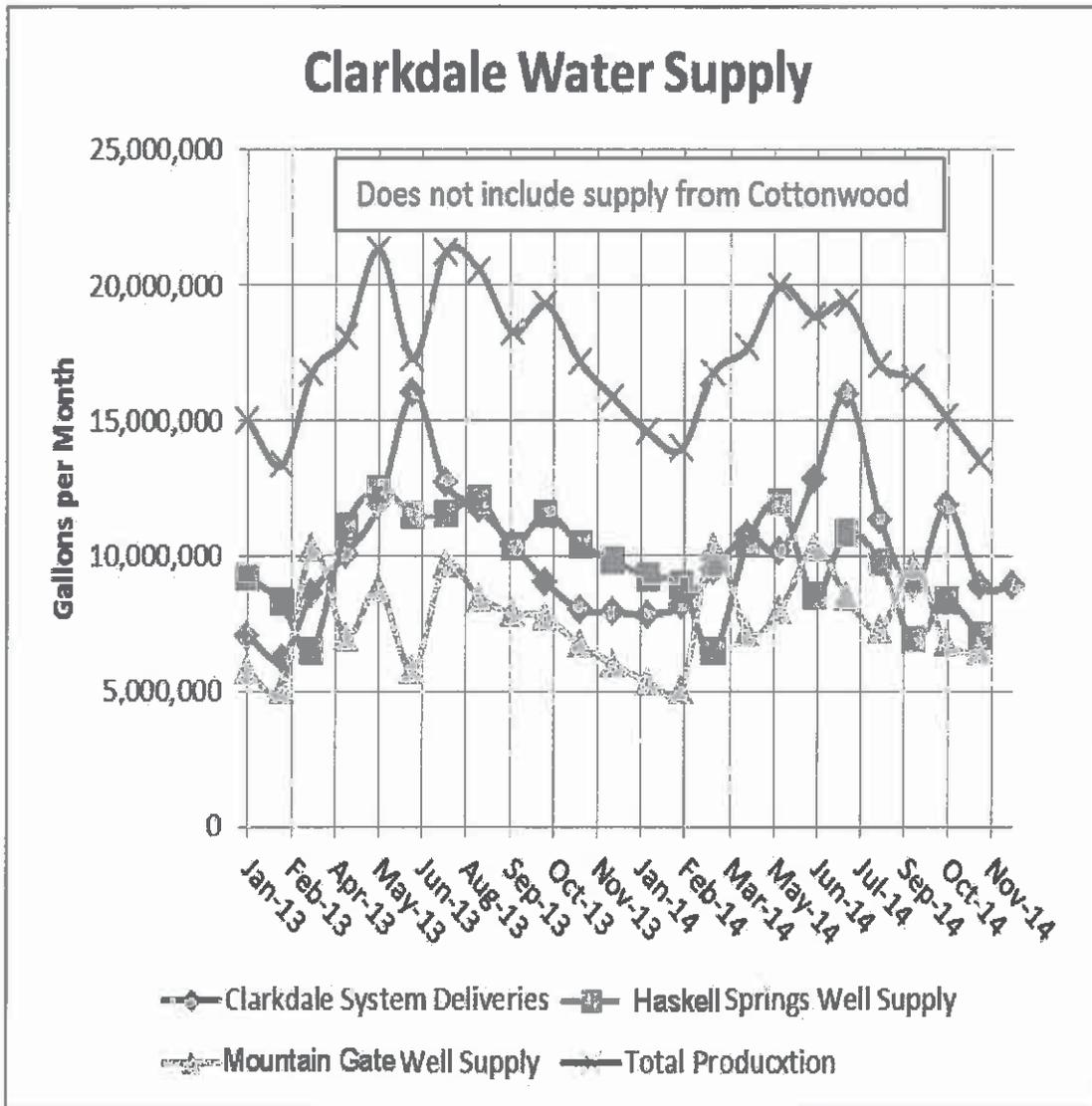
THE 89A BOOSTER PUMP STATION AT THE 89A HASKELL SPRINGS WELL AND RESERVOIR PROJECT – Discussion and consideration of the Booster Pump Station at the 89A Haskell Springs well and reservoir project and direction to the Public Works/Utilities Director to draft a contract with Felix Construction for the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

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.

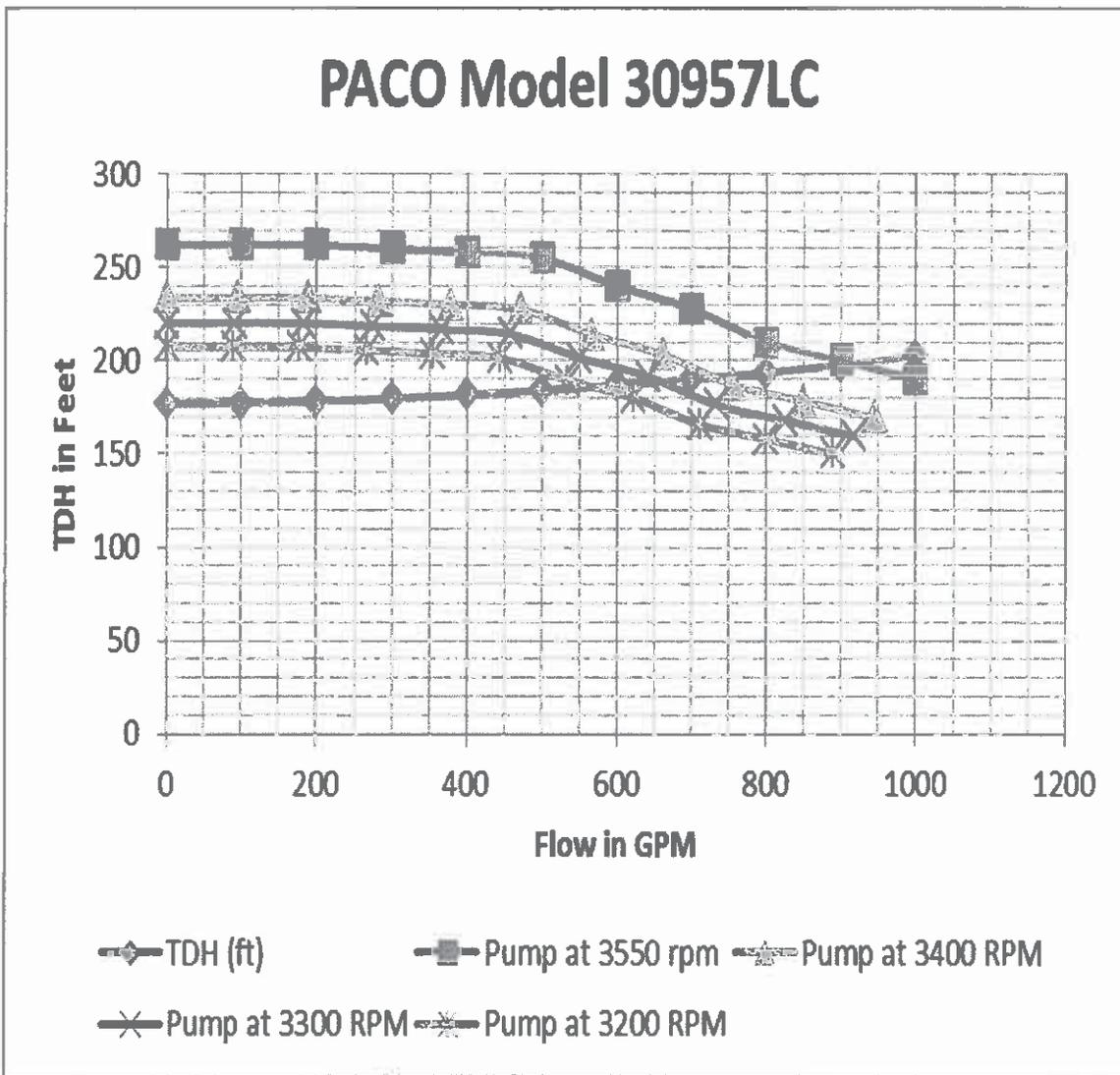
The normal Haskell Springs Well production rate is 360 gallons per minute (gpm) while the Mountain Gate Well can produce more than 660 gpm. In June 2014, due to high usage and dropping dynamic well levels, the production from the Haskell Springs well had dropped off from 360 gpm to 250 gpm with a maximum 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.

Utilities/Public Works Director Wayne Debrosky presented information on this agenda item. This item would use the trust funds of \$186,000 with some additional water development funds to finish design on and build the 89A booster pump system project.

Debrosky clarified the cost and what the \$231,264.30 would entail and stated that booster pump system would extend the life of the Haskell Springs Well. He stated that improvements would be included in the price including costs for security, modifications to bring current site up to code, controls would be moved, new chlorination site with all safety features (eye wash station), etc.

Councilmember Buckley moved to 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. Councilmember Bohall seconded the motion. The motion passed unanimously.

FUTURE AGENDA ITEMS - Listing of items to be placed on a future council agenda.

- Request for Yavapai-Apache Nation's Chairman Beauty or his representative to make presentation on Federal Water Settlement for the Verde Valley.

ADJOURNMENT – Without objection Mayor Von Gausig adjourned the meeting at 4:04 P.M.

APPROVED:

ATTESTED/SUBMITTED:

Doug Von Gausig, Acting Mayor

Kathy Bainbridge, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Clarkdale, Arizona held on the 25th day of August, 2015. I further certify that meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2015.

SEAL

Kathy Bainbridge, Town Clerk

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/11/2015			072764		
C-CHECK	VOID CHECK	V	8/11/2015			072765		
C-CHECK	VOID CHECK	V	8/11/2015			072775		
C-CHECK	VOID CHECK	V	8/11/2015			072792		
C-CHECK	VOID CHECK	V	8/11/2015			072793		
C-CHECK	VOID CHECK	V	8/11/2015			072794		
C-CHECK	VOID CHECK	V	8/12/2015			072803		
C-CHECK	VOID CHECK	V	3/18/2015			072813		
C-CHECK	VOID CHECK	V	8/18/2015			072819		
C-CHECK	VOID CHECK	V	3/18/2015			072820		
C-CHECK	VOID CHECK	V	8/26/2015			072887		

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	11	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BRNK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			11	0.00	0.00	0.00
BANK: *		TOTALS:	11	0.00	0.00	0.00

9/01/2015 8:08 AM
 VENDOR SET: 01 Town of Clarkdale
 BANK: POOL POOLED CASH
 DATE RANGE: 8/01/2015 THRU 8/31/2015

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0001	ARIZONA STATE RETIREMENT SYSTE							
I-ACRPPE 03082015	ACR STATE RETIREMENT	D	8/12/2015	11.23		000000		
I-LTDPPE 08082015	STATE RETIREMENT	D	8/12/2015	126.14		000000		
I-SR PPE 08082015	STATE RETIREMENT	D	8/12/2015	11,929.88		000000		
I-SRBPPE 08082015	STATE RETIREMENT BUY BACK	D	8/12/2015	349.89		000000		12,417.14
0001	ARIZONA STATE RETIREMENT SYSTE							
I-LTDPPE 08222015	STATE RETIREMENT	D	8/26/2015	126.86		000000		
I-SR PPE 08222015	STATE RETIREMENT	D	8/26/2015	11,993.60		000000		
I-SRBPPE 08222015	STATE RETIREMENT BUY BACK	D	8/26/2015	349.89		000000		12,470.35
0069	CITY OF COTTONWOOD							
I-655	CITY OF COTTONWOOD	D	8/25/2015	40,112.71		000000		40,112.71
0074	INTERNAL REVENUE SERVICE							
I-T1 PPE 08082015	FEDERAL TAXES	D	8/12/2015	5,736.71		000000		
I-T3 PPE 08082015	FICA WITHHOLDING	D	8/12/2015	8,784.32		000000		
I-T4 PPE 08082015	MEDICARE WITHHOLDING	D	8/12/2015	2,054.42		000000		16,575.45
0074	INTERNAL REVENUE SERVICE							
I-T1 PPE 08222015	FEDERAL TAXES	D	8/26/2015	5,524.61		000000		
I-T3 PPE 08222015	FICA WITHHOLDING	D	8/26/2015	8,719.55		000000		
I-T4 PPE 08222015	MEDICARE WITHHOLDING	D	8/26/2015	2,039.30		000000		16,283.47
0010	ARIZONA PUBLIC SERVICE							
I-072415-6287	ARIZONA PUBLIC SERVICE	R	8/05/2015	389.54		072736		389.54
0010	ARIZONA PUBLIC SERVICE							
I-72715-5283	ARIZONA PUBLIC SERVICE	R	8/05/2015	7,329.26		072737		7,329.26
0385	ARIZONA SECRETARY OF STATE							
I-1054742	ARIZONA SECRETARY OF STATE	R	8/05/2015	43.00		072738		43.00
0020	BEYOND EXPRESS II							
I-073115	BEYOND EXPRESS II	R	8/05/2015	206.70		072739		206.70
0015	BOYLE, PECHARICH, CLINE, WHITT							
I-35593	BOYLE, PECHARICH, CLINE, WHITT	R	8/05/2015	4,725.96		072740		4,725.96
0056	BUG-ME-NOT PEST CONTROL							
I-072115B	BUG-ME-NOT PEST CONTROL	R	8/05/2015	66.00		072741		66.00
0016	COPY SYSTEM, INC.							
I-IN94970	COPY SYSTEM, INC.	R	8/05/2015	36.87		072742		36.87

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0803	FIREFIGHTERS AND POLICE OFFICE							
I-7312015	FIREFIGHTERS AND POLICE OFFICE	R	8/05/2015	400.00		072743		400.00
0025	LEGEND TECHNICAL SVC OF AZ, IN							
I-1510701	LEGEND TECHNICAL SVC OF AZ, IN	R	8/05/2015	515.50		072744		
I-1510702	LEGEND TECHNICAL SVC OF AZ, IN	R	8/05/2015	655.50		072744		
I-1510709	LEGEND TECHNICAL SVC OF AZ, IN	R	8/05/2015	64.00		072744		
I-1510947	LEGEND TECHNICAL SVC OF AZ, IN	R	8/05/2015	160.00		072744		1,395.00
0149	OLSEN'S GRAIN, INC.							
I-10774	OLSEN'S GRAIN, INC.	R	8/05/2015	5.37		072715		5.37
0029	PETTY CASH							
I-NNO-CASH	PETTY CASH	R	8/05/2015	300.00		072746		300.00
0581	SOUTHWESTERN ENVIRONMENTAL CON							
I-72015	SOUTHWESTERN ENVIRONMENTAL CON	R	8/05/2015	762.50		072747		762.50
0253	TYLER TECHNOLOGIES							
I-025-129591	TYLER TECHNOLOGIES	R	8/05/2015	731.05		072748		731.05
0727	VERDE VALLEY SENIOR CENTER							
I-5545	VERDE VALLEY SENIOR CENTER	R	8/05/2015	933.95		072749		933.95
0875	YVONNE SCHULTZ							
I-285183	YVONNE SCHULTZ	R	8/05/2015	25.00		072750		25.00
0018	ARIZONA DEPARTMENT OF REVENUE							
I-JUL 15 TPT	ARIZONA DEPARTMENT OF REVENUE	R	8/05/2015	11,852.33		072751		11,852.33
0433	JOHN DEERE CREDIT							
I-1590934	JOHN DEERE CREDIT	R	8/04/2015	675.69		072752		675.69
1	JAMES DUNLAP							
I-DUNLAP 8-1-15	FAC DEP REF	R	8/05/2015	50.00		072753		50.00
0034	1ST CLASS HOSTING LLC							
I-21962	1ST CLASS HOSTING LLC	R	8/11/2015	5.00		072754		5.00
0319	AMFLO COMPANY							
I-122743	AMFLO COMPANY	R	8/11/2015	300.00		072755		300.00
0340	ARIZONA JOLLY JUMPS							
I-080315	ARIZONA JOLLY JUMPS	R	8/11/2015	140.00		072756		140.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0012	ARIZONA MUNICIPAL RISK RETENTI							
I-AM0370013 DENIELS	ARIZONA MUNICIPAL RISK RETENTI	R	8/11/2015	1,000.00		072757		1,000.00
0010	ARIZONA PUBLIC SERVICE							
I-73115-0286	ARIZONA PUBLIC SERVICE	R	8/11/2015	4,685.28		072756		4,685.28
0019	ARIZONA STATE TREASURER							
I-JUL 15 ST & VIC	ARIZONA STATE TREASURER	R	8/11/2015	4,036.45		072759		4,036.45
0020	BEYOND EXPRESS II							
I-080715	BEYOND EXPRESS II	R	3/11/2015	206.70		072760		206.70
0058	CENTURY LINK							
I-72515-249M	CENTURY LINK	R	8/11/2015	1,191.91		072761		1,191.91
0045	CLARKDALE MAGISTRATE COURT							
I-JUL 15 JCEF	CLARKDALE MAGISTRATE COURT	R	8/11/2015	46.74		072762		46.74
0192	COTTONWOOD AUTO PARTS, INC.							
C-046373	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	28.64CR		072763		
I-045707	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	53.93		072763		
I-045709	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	28.11		072763		
I-045745	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	4.09		072763		
I-046237	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	68.77		072763		
I-046289	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	58.27		072763		
I-046380	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	26.23		072763		
I-046451	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	5.30		072763		
I-046621	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	19.66		072763		
I-048169	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	17.19		072763		
I-048194	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	164.83		072763		
I-048420	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	39.73		072763		
I-048703	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	12.73		072763		
I-048704	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	2.72		072763		
I-048789	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	3.79		072763		
I-048844	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	52.23		072763		
I-048914	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	12.25		072763		
I-048915	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	43.30		072763		
I-048940	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	14.49		072763		
I-049026	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	21.31		072763		
I-049106	COTTONWOOD AUTO PARTS, INC.	R	8/11/2015	5.22		072763		
I-049238	COTTONWOOD AUTO PARTS, INC.	R	9/11/2015	28.53		072763		653.94
0181	FOUR-D, LLC.							
I-511	FOUR-D, LLC.	R	9/11/2015	4,250.00		072766		
I-512	FOUR-D, LLC.	R	8/11/2015	274.06		072766		4,524.06

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0877	GREGORY BRENT WILLIAMS							
I-CIP-8-15	GREGORY BRENT WILLIAMS	R	8/11/2015	150.00		072767		150.00
0024	HD SUPPLY ELECTRICAL							
I-SE39016014.001	HD SUPPLY ELECTRICAL	R	8/11/2015	19.88		072768		19.88
0178	HD WATERWORKS, LTD.							
I-E245336	HD WATERWORKS, LTD.	R	8/11/2015	914.84		072769		
I-E257567	HD WATERWORKS, LTD.	R	8/11/2015	216.31		072769		1,131.15
0093	HILL BROTHERS CHEMICAL CO.							
I-1409136	HILL BROTHERS CHEMICAL CO.	R	8/11/2015	1,146.52		072770		1,146.52
0712	JUSTIFACTS CREDENTIAL VERIFICA							
I-233710	JUSTIFACTS CREDENTIAL VERIFICA	R	8/11/2015	126.20		072771		126.20
0103	KATHY BAINBRIDGE							
I-OPC SUP	KATHY BAINBRIDGE	R	8/11/2015	63.43		072772		63.43
0718	KENZ & LESLIE OF ARIZONA INC							
I-2204610	KENZ & LESLIE OF ARIZONA INC	R	8/11/2015	48.79		072773		48.79
0108	KONICA MINOLTA, INC.							
I-235326367	KONICA MINOLTA, INC.	R	8/11/2015	27.44		072774		
I-235326434	KONICA MINOLTA, INC.	R	8/11/2015	98.61		072774		
I-235374378	KONICA MINOLTA, INC.	R	8/11/2015	141.16		072774		
I-235412655	KONICA MINOLTA, INC.	R	8/11/2015	234.28		072774		
I-235412742	KONICA MINOLTA, INC.	R	8/11/2015	234.23		072774		735.77
0025	LEGEND TECHNICAL SVC OF AZ, IN							
I-1511126	LEGEND TECHNICAL SVC OF AZ, IN	R	8/11/2015	10.00		072776		
I-1511199	LEGEND TECHNICAL SVC OF AZ, IN	R	8/11/2015	360.00		072776		
I-1511246	LEGEND TECHNICAL SVC OF AZ, IN	R	8/11/2015	149.00		072776		519.00
0812	MARGARET G FEGA							
I-2015-703A	MARGARET G FEGA	R	8/11/2015	270.00		072777		
I-2015-703B	MARGARET G FEGA	R	8/11/2015	135.00		072777		405.00
0741	NRCD ED CENTER							
I-80615-NRCD	NRCD ED CENTER	R	8/11/2015	4,450.00		072773		4,450.00
0590	OCEAN BLUE CAR WASH							
I-JUL 15 PD CAR WASH	OCEAN BLUE CAR WASH	R	8/11/2015	102.00		072779		102.00

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0161	I-JUL 2015 TRASH PATRIOT DISPOSAL, INC. PATRIOT DISPOSAL, INC.	R	8/11/2015	16,961.85		072780		16,961.85
0320	I-1-216067 REESE & SONS TIRE REESE & SONS TIRE	R	8/11/2015	55.00		072781		55.00
0061	I-815 SEDONA RECYCLES, INC. SEDONA RECYCLES, INC.	R	8/11/2015	300.00		072782		300.00
1	I-S X SW REFUND SOUTH BY SOUTHWEST ADVENTURES SOUTH BY SOUTHWEST ADVENTURES:	R	8/11/2015	40.00		072783		40.00
0581	I-APR/MAY-15 SOUTHWESTERN ENVIRONMENTAL CON SOUTHWESTERN ENVIRONMENTAL CON	R	8/11/2015	5,910.00		072784		5,910.00
0334	I-3272718181 I-3272718182 STAPLES ADVANTAGE, INC STAPLES ADVANTAGE, INC STAPLES ADVANTAGE, INC	R R	8/11/2015 8/11/2015	128.42 80.52		072785 072785		208.94
0609	I-SI1407100 TASER INTERNATIONAL TASER INTERNATIONAL	R	8/11/2015	711.34		072786		711.34
0839	I-562027 TOMMY SHORT TOMMY SHORT	R	8/11/2015	120.00		072787		120.00
0876	I-6159 TRUE COLORS INTL TRUE COLORS INTL	R	8/11/2015	299.37		072788		299.37
1	I-V142NCOMP URSULA CRAWFORD CEM REF	R	8/11/2015	845.00		072789		845.00
0031	I-82160 THE VERDE INDEPENDENT THE VERDE INDEPENDENT	R	8/11/2015	1,689.00		072790		1,689.00
0002	C-274850 I-273896 I-273897 I-273898 I-273900 I-274012 I-274028 I-274039 I-274046 I-274059 I-274085 I-274237 I-274324 VERDE VALLEY HARDWARE VERDE VALLEY HARDWARE	R R R R R R R R R R R R R R	8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015 8/11/2015	2.19CR 38.32 76.70 22.54 1.63 21.86 32.79 6.00 6.55 78.71 42.00 39.33 6.19		072791 072791 072791 072791 072791 072791 072791 072791 072791 072791 072791 072791 072791 072791		

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I-274431	VERDE VALLEY HARDWARE	R	8/11/2015	26.77		072791		
I-274477	VERDE VALLEY HARDWARE	R	8/11/2015	33.85		072791		
I-274659	VERDE VALLEY HARDWARE	R	8/11/2015	19.66		072791		
I-274695	VERDE VALLEY HARDWARE	R	8/11/2015	10.92		072791		
I-274754	VERDE VALLEY HARDWARE	R	8/11/2015	278.01		072791		
I-274763	VERDE VALLEY HARDWARE	R	8/11/2015	14.20		072791		
I-274786	VERDE VALLEY HARDWARE	R	8/11/2015	33.96		072791		
I-274811	VERDE VALLEY HARDWARE	R	8/11/2015	18.87		072791		
I-274874	VERDE VALLEY HARDWARE	R	8/11/2015	17.30		072791		
I-274983	VERDE VALLEY HARDWARE	R	8/11/2015	42.61		072791		
I-275005	VERDE VALLEY HARDWARE	R	8/11/2015	20.73		072791		
I-275046	VERDE VALLEY HARDWARE	R	8/11/2015	37.16		072791		
I-275166	VERDE VALLEY HARDWARE	R	8/11/2015	3.89		072791		
I-275219	VERDE VALLEY HARDWARE	R	8/11/2015	15.29		072791		945.65
0032	VERDE VALLEY HUMANE SOCIETY							
I-TC-08-2015	VERDE VALLEY HUMANE SOCIETY	R	8/11/2015	668.75		072795		668.75
0033	VERIZON WIRELESS							
I-9749531338	VERIZON WIRELESS	R	8/11/2015	476.47		072796		476.47
0158	YAVAPAI COUNTY FINANCE DEPARTM							
I-JUL 15 JAIL	YAVAPAI COUNTY FINANCE DEPARTM	R	8/11/2015	24.16		072797		24.16
0804	YAVAPAI COURIER SERVICE							
I-2362	YAVAPAI COURIER SERVICE	R	8/11/2015	120.00		072798		120.00
0006	AMERICAN FAMILY LIFE ASSURANCE							
I-APRPPE 08082015	AFLAC	R	8/11/2015	104.86		072799		
I-APSPPE 08082015	AFLAC POST TAX	R	8/11/2015	36.37		072799		141.23
0075	ARIZONA DEPARTMENT OF REVENUE-							
I-T2 PPE 08082015	13-052014X	R	8/11/2015	1,963.74		072800		1,963.74
0072	ARIZONA PUBLIC EMPLOYERS HEALT							
I-2HSPPPE 08082015	HEALTH INSURANCE	R	8/11/2015	562.10		072801		
I-HSAPPE 08082015	HEALTH SAVINGS ACCOUNT	R	8/11/2015	2,958.91		072301		3,521.01
0009	ARIZONA PUBLIC SAFETY RETIREME							
I-PACPPE 08082015	SYSTEM 105	R	8/11/2015	636.08		072302		
I-PSRPPE 08082015	SYSTEM 105	R	8/11/2015	5,742.91		072302		6,378.99
0017	ICMA RETIREMENT TRUST 457							
I-ICMPPE 08082015	301912	R	8/11/2015	1,199.38		072803		1,199.38

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0655	TIAA CREF FINANCIAL SERVICES I-TIAPPE 08082015 PLAN # 403695	R	8/11/2015	575.00		072304		575.00
0052	HANSON AGGREGATES INC. I-1051268 HANSON AGGREGATES INC.	R	8/18/2015	56.86		072005		56.86
0093	HILL BROTHERS CHEMICAL CO. I-4409662 HILL BROTHERS CHEMICAL CO.	R	8/18/2015	940.69		072806		940.69
0072	ARIZONA PUBLIC EMPLOYERS HEALTH							
	I-2ECPPE 08082015 HEALTH INSURANCE	R	8/12/2015	374.76		072307		
	I-2EFPPE 08082015 HEALTH INSURANCE	R	8/12/2015	570.91		072807		
	I-2ESPPE 08082015 HEALTH INSURANCE	R	9/12/2015	451.84		072307		
	I-CEFPPE 08082015 HEALTH INSURANCE	R	8/12/2015	1,675.38		072807		
	I-CEOPPE 08082015 HEALTH INSURANCE	R	8/12/2015	2,002.14		072807		
	I-CESPPE 08082015 HEALTH INSURANCE	R	8/12/2015	1,326.46		072807		
	I-HECPPE 08082015 HEALTH INSURANCE	R	8/12/2015	1,650.44		072807		
	I-HEFPPE 08082015 HEALTH INSURANCE	R	8/12/2015	3,501.29		072807		
	I-HEOPPE 08082015 HEALTH INSURANCE	R	8/12/2015	2,255.49		072807		
	I-HESPPE 08082015 HEALTH INSURANCE	R	9/12/2015	2,485.35		072807		
	I-OEOPPE 08082015 HEALTH INSURANCE	R	8/12/2015	333.69		072807		
	I-VECPPE 08082015 VISION INSURANCE	R	8/12/2015	16.08		072807		
	I-VEFPPE 08082015 VISION INSURANCE	R	8/12/2015	97.24		072807		
	I-VEOPPE 08082015 VISION INSURANCE	R	8/12/2015	49.70		072807		
	I-VESPPE 08082015 VISION INSURANCE	R	8/12/2015	52.57		072807		
	I-VLCPPE 08082015 LIFE INSURANCE	R	8/12/2015	0.32		072807		
	I-VLEPPE 08082015 LIFE INSURANCE	R	8/12/2015	54.20		072807		
	I-VLSPPE 08082015 LIFE INSURANCE	R	8/12/2015	4.60		072807		16,902.46
0525	A BETTER CONNECTION I-8112015 A BETTER CONNECTION	R	8/18/2015	304.00		072809		304.00
0002	AGM SALES & SERVICES LLC I-25135 AGM SALES & SERVICES LLC	R	8/13/2015	1,199.85		072810		1,199.85
0020	BEYOND EXPRESS II I-081415 BEYOND EXPRESS II	R	8/18/2015	206.70		072811		206.70
0031	BIG O TIRES I-33273 BIG O TIRES	R	8/18/2015	691.62		072812		691.62
0422	BILL REGNER I-2015LEAGUE CONF BILL REGNER	R	8/18/2015	76.00		072813		76.00

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0559	BRIAN H BURNETT I-CIP-9-5-15 BURNETT BRIAN H BURNETT	R	8/18/2015	599.00		072814		599.00
0523	CABLE ONE I-72515-LIB CABLE ONE	R	8/18/2015	40.00		072815		40.00
0058	CENTURY LINK I-1317732812 CENTURY LINK	R	8/18/2015	69.76		072816		69.76
0068	CHASE CREDIT CARD SERVICES							
	C-0141160 CHASE: TRACTOR SUPPLY	R	8/18/2015	24.05CR		072817		
	I-0139800 CHASE: TRACTOR SUPPLY	R	8/18/2015	34.95		072817		
	I-0140896 CHASE: TRACTOR SUPPLY	R	8/18/2015	34.97		072817		
	I-0202 CHASE: LITTLE CAESARS	R	8/18/2015	90.76		072817		
	I-0255796 CHASE: TRACTOR SUPPLY	R	8/18/2015	26.21		072817		
	I-02592G CHASE: WALMART	R	8/18/2015	14.52		072817		
	I-0439760752 CHASE: GRANTSUSA	R	8/18/2015	96.00		072817		
	I-05408G CHASE: OLSENS GRAIN	R	8/18/2015	25.00		072817		
	I-05632G CHASE: DOLLAR TREE	R	8/18/2015	12.03		072817		
	I-06128G CHASE: TRACTOR SUPPLY	R	8/18/2015	69.93		072817		
	I-08727G CHASE: PET SENSE	R	8/18/2015	50.00		072817		
	I-09879G CHASE: DOLLAR TREE	R	8/18/2015	66.70		072817		
	I-10373152 CHASE: NEWEGG	R	8/18/2015	897.25		072817		
	I-16619-0 CHASE: LEXINGTON HOTEL	R	8/18/2015	152.13		072817		
	I-19558 CHASE: ACTION GRAPHICS	R	8/18/2015	155.24		072817		
	I-31637477 CHASE: STARTMEETING	R	8/18/2015	17.24		072817		
	I-323868 CHASE: OFFICE MAX	R	8/18/2015	6.00		072817		
	I-3573582 CHASE: HOME DEPOT	R	8/18/2015	109.28		072817		
	I-6023782 CHASE: HOME DEPOT	R	8/18/2015	19.96		072817		
	I-672681095 CHASE: ORIENTAL TRADING	R	8/18/2015	25.74		072817		
	I-7032492 CHASE: HOME DEPOT	R	8/18/2015	87.38		072817		
	I-71615 CHASE: TIERRANET	R	8/18/2015	63.90		072817		
	I-852066 CHASE: OFFICE MAX	R	8/18/2015	21.76		072817		
	I-88576187 CHASE: CARSON SALES	R	8/18/2015	1,559.88		072817		
	I-9023266 CHASE: HOME DEPOT	R	8/18/2015	50.59		072817		
	I-9023340 CHASE: HOME DEPOT	R	8/18/2015	238.85		072817		
	I-GDN7CTV7HGB CHASE: LEAGUE OF AZ	R	8/13/2015	140.00		072817		
	I-GITTEM TRAINING CHASE: AQUARIUS	R	8/18/2015	39.19		072817		4,084.47
0045	CLARKDALE MAGISTRATE COURT I-73115 CLARKDALE MAGISTRATE COURT	R	8/18/2015	53.21		072821		53.21
0190	DEARBORN NATIONAL LIFE INSURAN I-9-11-15 LIFE INS DEARBORN NATIONAL LIFE INSURAN	R	8/18/2015	1,365.25		072822		1,365.25

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0151 I-2015LEAGUECONF	DOUG VON GAUSIG DOUG VON GAUSIG	R	8/18/2015	204.47		072823		204.47
0227 I-003864570	GALLS GALLS	R	8/18/2015	19.76		072824		19.76
0197 I-2015LEAGUECONF	GAYLE MABERY GAYLE MABERY	R	8/18/2015	64.00		072825		64.00
0070 I-601723319	HILLYARD HILLYARD	R	8/18/2015	223.05		072826		223.05
0341 I-P0482815	HIRE RIGHT SOLUTIONS, INC HIRE RIGHT SOLUTIONS, INC	R	8/18/2015	120.60		072827		120.60
0439 I-2015LEAGUECONF	JANET PERRY JANET PERRY	R	8/18/2015	64.00		072828		64.00
0493 I-3418	K. P. VENTURES DRILLING & PUMP K. P. VENTURES DRILLING & PUMP	R	8/18/2015	1,807.86		072829		1,807.86
0658 I-81315	KATHY CWIOK KATHY CWIOK	R	8/18/2015	5.02		072830		5.02
0718 I-2204663	KENZ & LESLIE OF ARIZONA INC KENZ & LESLIE OF ARIZONA INC	R	8/18/2015	35.34		072831		35.34
0841 I-10018 I-10023	LAWS LAWS LAWS	R R	8/18/2015 8/18/2015	1,828.83 73.00		072832 072832		1,901.83
0593 I-13074411	MOTOROLA SOLUTIONS INC MOTOROLA SOLUTIONS INC	R	8/18/2015	312.30		072833		312.30
0706 I-1518	MULCAIRE & SON CONTRACTING LLC MULCAIRE & SON CONTRACTING LLC	R	8/18/2015	2,373.62		072834		2,373.62
0053 I-344790	NACKARD PEPSI COLA NACKARD PEPSI COLA	R	8/18/2015	104.00		072835		104.00
0049 I-13424 I-13432	NICE JONS, INC NICE JONS, INC NICE JONS, INC	R R	8/18/2015 8/18/2015	71.50 407.00		072836 072836		478.50

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0789 I-2013-470	NICK OF TIME PRODUCTIONS NICK OF TIME PRODUCTIONS	R	8/18/2015	129.00		072837		129.00
0873 I-7603	PORTABLE AIR PORTABLE AIR	R	8/13/2015	2,333.86		072838		2,333.88
0708 I-80915-POSTAGE	PURCHASE POWER PURCHASE POWER	R	8/18/2015	1,008.50		072839		1,008.50
0199 I-2015LEAGUECONF	RICHARD DEHNERT RICHARD DEHNERT	R	8/19/2015	76.00		072840		76.00
0623 I-1363650-IN	SC FUELS SC FUELS	R	9/18/2015	546.10		072841		546.10
0815 I-2015LEAGUECONF	SCOTT BUCKLEY SCOTT BUCKLEY	R	8/18/2015	204.47		072842		204.47
0475 I-16451558	SHAMROCK FOODS SHAMROCK FOODS	R	8/18/2015	253.92		072843		253.92
0334 I-3273766577 I-3273766578	STAPLES ADVANTAGE, INC STAPLES ADVANTAGE, INC STAPLES ADVANTAGE, INC	R R	8/18/2015 8/18/2015	24.30 108.49		072844 072844		132.79
0154 I-327334	THE UPS STORE THE UPS STORE	R	8/18/2015	8.63		072845		8.63
0067 I-81415-UNS	UNISOURCE ENERGY SERVICES UNISOURCE ENERGY SERVICES	R	8/18/2015	201.14		072846		201.14
0031 I-110657	THE VERDE INDEPENDENT THE VERDE INDEPENDENT	R	8/18/2015	198.64		072847		198.64
0033 I-9750062502	VERIZON WIRELESS VERIZON WIRELESS	R	8/18/2015	720.88		072848		720.88
0043 I-001250715560	WASTE MANAGEMENT WASTE MANAGEMENT	R	8/18/2015	380.48		072849		380.48
0182 I-81415	WAYNE DEBROSKY WAYNE DEBROSKY	R	8/18/2015	12.00		072850		12.00

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1 I-000201508191944	DEMBER, BARBARA US REFUND	R	8/19/2015	12.71		072851		12.71
1 I-000201508191942	PARIS, JAMES L US REFUND	R	8/19/2015	22.77		072852		22.77
1 I-000201503191943	PATTERSON, PAUL US REFUND	R	8/19/2015	6.32		072853		6.32
1 I-000201503191946	MOTTA, SHONIA US REFUND	R	8/19/2015	51.49		072854		51.49
1 I-000201508191945	RIEDEL, DWAYNE US REFUND	R	8/19/2015	7.16		072855		7.16
1 I-WALKSLER 81815	AARON WALKSLER FD REFUND	R	8/25/2015	50.00		072856		50.00
0072 I-HSA - DNORIAN	ARIZONA PUBLIC EMPLOYERS HEALT ARIZONA PUBLIC EMPLOYERS HEALT	R	8/25/2015	415.74		072857		415.71
0010 I-81415-0285	ARIZONA PUBLIC SERVICE ARIZONA PUBLIC SERVICE	R	8/25/2015	1,523.03		072858		1,523.03
0020 I-082115	BEYOND EXPRESS II BEYOND EXPRESS II	R	8/25/2015	372.06		072859		372.06
0523 I-73115-TH	CABLE ONE CABLE ONE	R	8/25/2015	50.00		072860		50.00
0058 I-81315-815B	CENTURY LINK CENTURY LINK	R	8/25/2015	225.95		072861		225.95
0045 I-81915CC-COURT	CLARKDALE MAGISTRATE COURT CLARKDALE MAGISTRATE COURT	R	8/25/2015	195.00		072862		195.00
0039 I-81915	CLARKDALE MUNICIPAL WATER UTIL CLARKDALE MUNICIPAL WATER UTIL	R	8/25/2015	3,250.75		072863		3,250.75
0227 I-3875957	GALLS GALLS	R	8/25/2015	19.77		072864		19.77
0290 I-9523041	HACH COMPANY HACH COMPANY	R	9/25/2015	149.66		072865		149.66

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0070 I-601703944	HILLYARD HILLYARD	R	8/25/2015	116.54		072866		116.54
0811 I-191035A-IN	KELLER ELECTRICAL INDUSTRIES I KELLER ELECTRICAL INDUSTRIES I	R	8/25/2015	2,140.00		072867		2,140.00
0108 I-235374619	KONICA MINOLTA, INC. KONICA MINOLTA, INC.	R	8/25/2015	124.25		072868		124.25
0733 I-91315GIITEM	MIKE BRUNDRIDGE MIKE BRUNDRIDGE	R	8/25/2015	188.00		072869		188.00
0670 I-3492-396651	O'REILLY AUTOMOTIVE STORES INC O'REILLY AUTOMOTIVE STORES INC	R	8/25/2015	38.43		072870		38.43
0646 I-53436528	PRAXAIR DISTRIBUTION INC PRAXAIR DISTRIBUTION INC	R	8/25/2015	1,518.31		072871		1,518.31
0079 I-030886113	SAFEGUARD SAFEGUARD	R	8/25/2015	112.25		072872		112.25
0623 I-1363677-IN	SC FUELS SC FUELS	R	8/25/2015	725.02		072873		725.02
0574 I-81415	SHAW LAW FIRM PLLC SHAW LAW FIRM PLLC	R	8/25/2015	2,782.50		072874		2,782.50
0873 I-9735766	SQUIRE PATTON BOGGS (US) LLP SQUIRE PATTON BOGGS (US) LLP	R	8/25/2015	846.40		072875		846.40
0334 I-3274917349	STAPLES AD'ANTAGE, INC STAPLES ADVANTAGE, INC	R	8/25/2015	46.35		072876		46.35
0342 I-31215	UNITED UNIFORMS UNITED UNIFORMS	R	8/25/2015	375.33		072877		375.33
0042 I-81915	US POSTMASTER US POSTMASTER	R	8/25/2015	750.00		072878		750.00
0030 I-721446	USA BLUEBOOK USA BLUEBOOK	R	8/25/2015	230.66		072879		230.66
0006 I-APRPPE 08222015 I-APSPPE 08222015	AMERICAN FAMILY LIFE ASSURANCE AFLAC AFLAC POST TAX	R R	8/25/2015 8/25/2015	104.36 36.37		072880 072880		141.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0075	ARIZONA DEPARTMENT OF REVENUE- I-T2 PPE 03222015 13-052014X	R	3/25/2015	1,961.96		072881		1,961.96
0072	ARIZONA PUBLIC EMPLOYERS HEALT I-2HSPPE 08222015 HEALTH INSURANCE	R	8/25/2015	502.10		072882		
	I-HSAPPE 08222015 HEALTH SAVINGS ACCOUNT	R	8/25/2015	3,003.19		072882		3,565.29
0009	ARIZONA PUBLIC SAFETY RETIREME I-PACPPE 03222015 SYSTEM 105	R	8/25/2015	641.73		072883		
	I-PSRPPE 03222015 SYSTEM 105	R	8/25/2015	5,124.64		072883		5,766.37
0017	ICMA RETIREMENT TRUST 157 I-ICMPPE 08222015 301912	R	8/25/2015	1,199.38		072884		1,199.38
0655	TIAA CREF FINANCIAL SERVICES I-TIAPPE 08222015 PLAN # 403695	R	3/25/2015	575.00		072885		575.00
0072	ARIZONA PUBLIC EMPLOYERS HEALT I-2ECPPE 08222015 HEALTH INSURANCE	R	8/26/2015	374.76		072886		
	I-2EFPPE 08222015 HEALTH INSURANCE	R	8/26/2015	570.91		072886		
	I-2ESPPE 08222015 HEALTH INSURANCE	R	8/26/2015	451.84		072886		
	I-CEFPPE 08222015 HEALTH INSURANCE	R	8/26/2015	1,675.38		072886		
	I-CEOPPE 08222015 HEALTH INSURANCE	R	8/26/2015	2,002.14		072886		
	I-CESPPE 08222015 HEALTH INSURANCE	R	8/26/2015	1,326.46		072886		
	I-HECPPE 08222015 HEALTH INSURANCE	R	8/26/2015	1,650.44		072886		
	I-HEFPPE 08222015 HEALTH INSURANCE	R	8/26/2015	3,771.66		072886		
	I-HEOPPE 08222015 HEALTH INSURANCE	R	8/26/2015	2,255.49		072886		
	I-HESPPE 08222015 HEALTH INSURANCE	R	8/26/2015	2,405.35		072886		
	I-OEOPPE 08222015 HEALTH INSURANCE	R	8/26/2015	333.69		072886		
	I-VECPPE 08222015 VISION INSURANCE	R	8/26/2015	16.03		072886		
	I-VEFPPE 08222015 VISION INSURANCE	R	8/26/2015	102.72		072886		
	I-VEOPPE 08222015 VISION INSURANCE	R	8/26/2015	49.70		072886		
	I-VESPPE 08222015 VISION INSURANCE	R	8/26/2015	52.57		072886		
	I-VLCPPE 08222015 LIFE INSURANCE	R	8/26/2015	0.32		072886		
	I-VLEPPE 08222015 LIFE INSURANCE	R	8/26/2015	54.20		072886		
	I-VLSPPE 08222015 LIFE INSURANCE	R	8/26/2015	4.60		072886		17,176.31

** T O T A L S **

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	141	186,322.56	0.00	186,322.56
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	97,859.12	0.00	97,859.12
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

9/01/2015 8:08 AM
 VENDOR SET: 01 Town of Clarkdale
 BANK: POOL POOLED CASH
 DATE RANGE: 8/01/2015 THRU 8/31/2015

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: POOL TOTALS:	146	284,181.68	0.00	284,181.68
BANK: POOL TOTALS:	146	284,181.68	0.00	284,181.68
REPORT TOTALS:	157	284,181.68	0.00	284,181.68

8/10/2015 3:03 PM
 DEPT: ALL
 PAYROLL NO#: 01
 PAY PERIOD BEGINNING: 7/26/2015
 PAY PERIOD ENDING: 8/08/2015

PAYROLL CALCULATION

PRELIMINARY

*** GRAND TOTALS ***

EARNINGS			BENF/REIMB		DEDUCTIONS				TAXES			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	566.00	19,474.29			2EC	2EC	5.77	368.99	FED W/H	61,136.41	5,736.71	
HOURL	2,381.25	43,188.45			2EF	2EF	15.32	555.59	ST WH AZ	61,136.41	1,963.74	
OT	99.00	2,922.95			2ES	2ES	9.65	442.19	FICA	70,841.19	4,392.16	4392.16
OC	770.50	770.50			2HS	2HS	245.00	317.10	MEDI	70,841.19	1,027.21	1027.21
FTO	0.00	60.00			ACR	ACR		11.23				
VEE	149.00	2,741.13			APR	APR	104.86					
VDH	46.50	1,803.97			APS	APS	36.37					
SICK	56.00	1,551.90			CEF	CEF	352.80	1322.58				
CE	36.75	0.00			CEO	CEO		2002.14				
CT	44.00	1,034.40			CES	CES	230.68	1095.78				
					HEC	HEC	84.00	1566.44				
					HEF	HEF	280.72	3220.57				
					HEO	HEO		2255.49				
					HES	HES	161.30	2324.05				
					HSA	HSA	1000.71	1958.20				
					ICM	ICMA	1041.69	157.69				
					LTD	STLTD	63.07	63.07				
					OEO	OEO		333.69				
					PAC	PSACR		636.08				
					PSR	PSR	1773.26	3969.65				
					SR	STRET	5964.94	5964.94				
					SRB	STRBB	349.89					
					TIA	TIAA	575.00					
					VEC	VEC	16.08					
					VEF	VEF	97.24					
					VEO	VEO	49.70					
					VES	VES	52.57					
					VLC	VLC	0.32					
					VLE	VLE	54.20					
					VLS	VLS	4.60					
TOTALS:	4,149.00	73,547.59		0.00			12569.74	28565.47			13,119.82	5419.37

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
	73,547.59	62,662.74	2,922.95	7,131.40	830.50	0.00	12,569.74	13,119.82	47,858.03
TOTALS	73,547.59	62,662.74	2,922.95	7,131.40	830.50	0.00	12,569.74	13,119.82	47,858.03

REGULAR INPUT: 50 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 50

8/24/2015 1:15 PM
 DEPT: ALL
 PAYROLL NO#: 01
 PAY PERIOD BEGINNING: 8/09/2015
 PAY PERIOD ENDING: 8/22/2015

PAYROLL CALCULATION

PAGE: 27

PRELIMINARY

CALC. CT.: 2

*** GRAND TOTALS ***

EARNINGS			BENF/REIMB		DEDUCTIONS				TAXES			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	608.00	22,486.13			2EC	2EC	5.77	368.99	FED W/H	60,773.13	5,524.61	
HOURL	2,429.00	43,890.26			2EF	2EF	15.32	555.59	ST WH AZ	60,773.13	1,961.96	
OT	42.50	1,167.17			2ES	2ES	9.65	442.19	FICA	70,318.86	4,359.78	4359.78
OC	772.00	772.00			2HS	2HS	245.00	317.10	MEDI	70,318.86	1,019.65	1019.65
FTO	0.00	30.00			APR	APR	104.86					
VEE	161.35	3,197.97			APS	APS	36.37					
VDH	30.00	1,010.40			CEF	CEF	352.80	1322.58				
SICK	24.50	443.48			CEO	CEO		2002.14				
CE	12.00	0.00			CES	CES	230.68	1095.78				
CT	3.15	63.57			HEC	HEC	84.00	1566.44				
					HEF	HEF	302.40	3469.26				
					HEO	HEO		2255.49				
					HES	HES	161.30	2324.05				
					HSA	HSA	1009.27	1993.92				
					ICM	ICMA	1041.69	157.69				
					LTD	STLTD	63.43	63.43				
					OEO	OEO		333.69				
					PAC	PSACR		641.73				
					PSR	PSR	1582.35	3542.29				
					SR	STRET	5996.80	5996.80				
					SRB	STRBB	349.89					
					TIA	TIAA		575.00				
					VEC	VEC		16.08				
					VEF	VEF		102.72				
					VEO	VEO		49.70				
					VES	VES		52.57				
					VLC	VLC		0.32				
					VLE	VLE		54.20				
					VLS	VLS		4.60				
TOTALS:	4,082.50	73,060.98		0.00			12446.77	28449.16			12,866.00	5379.43

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
	73,060.98	66,376.39	1,167.17	4,715.42	802.00	0.00	12,446.77	12,866.00	47,748.21
TOTALS	73,060.98	66,376.39	1,167.17	4,715.42	802.00	0.00	12,446.77	12,866.00	47,748.21

REGULAR INPUT: 54 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 54

----- FUND TOTALS -----		
01	GENERAL FUND	239,234.04
03	HURF (STREETS)	17,428.65
04	DEVELOPMENT REIMBURSEMENT	7,518.90
05	IMPACT FEES	58.92
11	SEWER FUND	21,817.11
12	TRASH FUND	20,835.73
13	WATER FUND	104,690.70
19	CEMETERY	3,489.55
24	CAPITAL IMPROVEMENT	3,811.42
25	CDBG GRANT	38.12
29	POLICE GRANTS	6,596.45
34	SCHOOL OFFICERS FUND	3,487.13
80	DONATION FUND	1,783.53
----- GRAND TOTAL: -----		430,790.25

BOARD OF ADJUSTMENT
AUGUST 26, 2015

NOTICE OF A REGULAR MEETING OF THE BOARD OF ADJUSTMENT OF THE TOWN OF CLARKDALE Pursuant to Resolution No. 215 of the Town of Clarkdale, and Section 38-431.02, Arizona Revised Statutes, NOTICE IS HEREBY GIVEN that the Board of Adjustment of the Town of Clarkdale meeting scheduled for Wednesday, AUGUST 26, 2015, at 6:00 p.m. in The Men's Lounge of the Clark Memorial Clubhouse, 19 N. Ninth Street, Clarkdale, AZ, is CANCELLED DUE TO LACK OF AN AGENDA ITEM.

The undersigned hereby certifies that a copy of this notice was duly posted on the Town Hall bulletin board, located at 890 Main Street, Clarkdale, Arizona on the 17th day of August, 2015 at 8:30 a.m.

Dated this 17th day of AUGUST, 2015

TOWN OF CLARKDALE

By:

Vicki McReynolds

Vicki McReynolds
Administrative Assistant II

DESIGN REVIEW BOARD
AUGUST 5, 2015

NOTICE OF A REGULAR MEETING OF THE DESIGN REVIEW BOARD OF THE TOWN OF CLARKDALE Pursuant to Resolution No. 215 of the Town of Clarkdale, and Section 38-431.02, Arizona Revised Statutes, NOTICE IS HEREBY GIVEN that the Design Review Board of the Town of Clarkdale meeting scheduled for **Wednesday, AUGUST 5, 2015 at 6:30 p.m., in the Men's Lounge of the Clark Memorial Clubhouse, 19 N. Ninth Street, Clarkdale, AZ, is CANCELLED DUE TO LACK OF AN AGENDA ITEM.**

The undersigned hereby certifies that a copy of this notice was duly posted on the Town Hall bulletin board, located at 890 Main Street, Clarkdale, Arizona on the 27th day of July, 2015 at 1:00 p.m.

Dated this 27th day of JULY, 2015

TOWN OF CLARKDALE

By:

Vicki McReynolds

Vicki McReynolds
Administrative Assistant II

MINUTES OF A REGULAR MEETING OF THE PLANNING COMMISSION OF THE TOWN OF CLARKDALE HELD ON TUESDAY, AUGUST 18, 2015, IN THE MEN'S LOUNGE OF THE CLARK MEMORIAL CLUBHOUSE, 19 N. NINTH STREET, CLARKDALE, AZ.

A Regular Meeting of the Planning Commission of the Town of Clarkdale was held on Tuesday, August 18, 2015, at 4:00 p.m., in the Men's Lounge of the Clark Memorial Clubhouse, 19 N. Ninth Street, Clarkdale, AZ.

Planning Commission:

Vice Chairperson	Ida-Meri deBlanc	Present
Commissioners	Jorge Olguin	Present
	John Erickson	Present
	Craig Backus	Present

Staff:

Community Development Director Jodie Filardo

Others in Attendance: Joseph Rongo, Jamie Rongo, Gary Clouston, Steve Biasini, Krishan Ginige, Charlie Toy, Drake Meinke, Stephanie Haggart, Mike Knox, Novie Trump, Joanne Lindsey, Phil Terbell, Roy Valdivia, Robert Haggart

1. **AGENDA ITEM: CALL TO ORDER:** Vice Chair de Blanc called the meeting to order at 4:00 p.m.
2. **AGENDA ITEM: ROLL CALL:** Director Filardo called the roll.
3. **AGENDA ITEM: PUBLIC COMMENT:** The public is invited to provide comments at this time on items that are not on this agenda. Action taken as a result of public comment will be limited to directing staff to study the matter, or scheduling the matter for further consideration and decision on a later agenda, as required by the Arizona Open Meeting Law. Each speaker is asked to limit his or her comments to FIVE MINUTES.

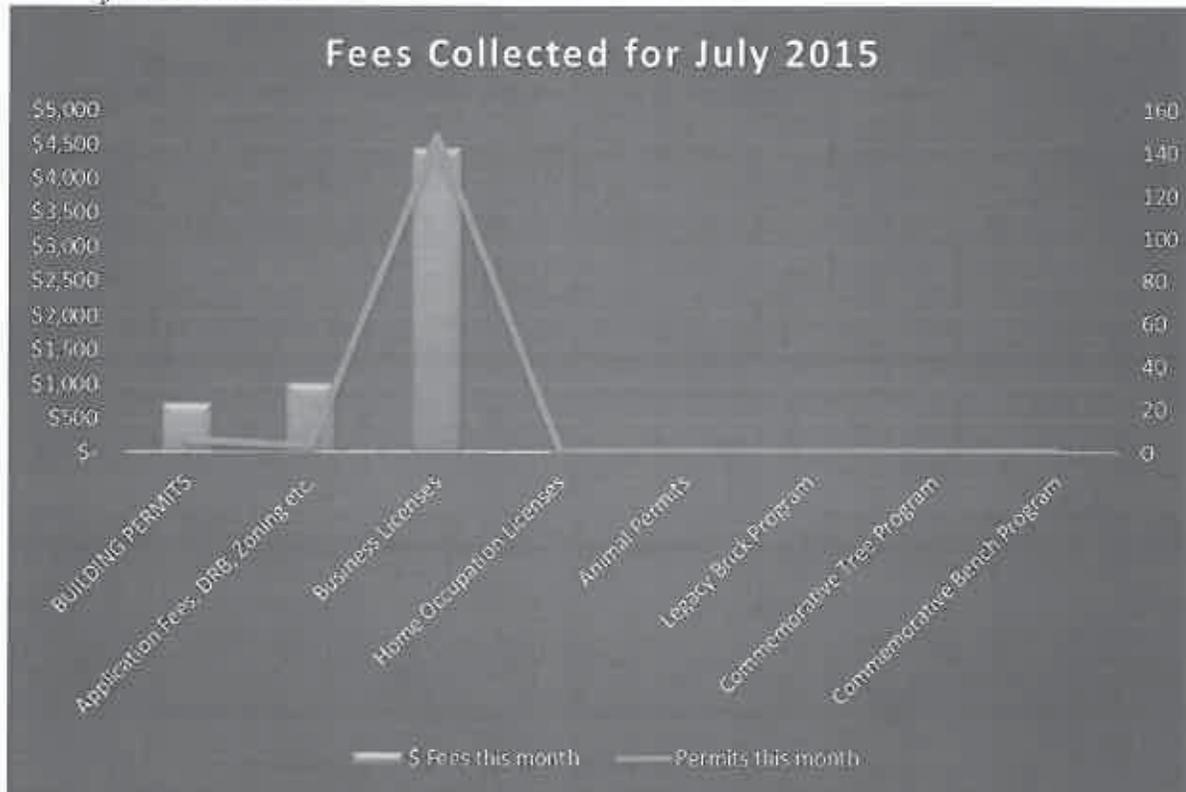
There was no public comment.

4. **AGENDA ITEM: MINUTES:** Consideration of the **Regular Meeting Minutes of June 16, 2015**. The Vice Chair entertained a motion to accept the minutes. Commissioner Erickson motioned to approve the Regular Meeting Minutes of June 16, 2015. Commissioner Olguin seconded the motion. The motion passed unanimously.
5. **AGENDA ITEM: REPORTS:**
 - a. **Chairperson and Members Report** – Commissioner Erickson noted the striped parking spaces and the cleanup of parking spaces around the Clarkdale Historical Society and Museum in keeping with the Planning Commission's review of parking in upper Clarkdale. Further, he noted the cleanup and the new displays in the windows of the building at Ninth

and Main and thanked the Clarkdale Downtown Business Alliance for their beautification of the corner.

b. Director's Report

1. July 2015 Statistics.



2. Permits Issued – Includes permits from June/July – 17 total.

- Equipment shelter and electrical service at 1450 SR 89A
- Fence at 1175 Valley View Road
- Photovoltaic solar electric at 450 E. Raven Hill Road
- Bath remodel at 2181 Liough Drive
- Gas line repair at 501 Lincoln Drive
- Accessory structure at 1000 Calle Rosas
- Re-roof at 1080 Old Jerome Highway
- Remodel (Clarkdale Hotel at Town Park) at 921 Main Street
- Accessory building at 2140 Windy Street
 - Greenhouse & two storage building additions at Mountain Road
 - Fence permit at 1880 Moonlight Drive
 - Photovoltaic solar permit at 75 Copper Street



Repair of gas line at 500 Todd Circle
Photovoltaic solar electric at 811 Cassandra Court
Electrical panel upgrade at 811 Cassandra Court
Photovoltaic solar electric at 2627 Haskell Springs Road
Accessory structure at 581 Sky Drive

3. **Dog Days of Summer** - June 20th. Despite the extraordinarily hot weather, about 26 dogs and their people turned out for the event and fun was had by all.
4. **Verde Valley Open Air Cinema in Town Park** - Casablanca on the lawn of Town Park on June 20th. With the best turnout for the series, approximately 200 folks enjoyed Casablanca outside under a balmy night sky for the finale of this year's Verde Valley Open Air Cinema, brought to Clarkdale via an "art tank" grant from Arizona Commission on the Arts.
5. **Check out the windows.** With thanks to Robyn Prud'homme-Bauer, Cindy Emmett, Janice Benatz, and David Baird, the windows at Maury Herman's building were cleaned for the first time in MANY years. Armed with razor blades, ladders, window washing gear from Paul Grasso, plus vinegar and water, the clean windows breathed life back into the building. Then the Clarkdale Downtown Business Alliance with expert help from Barbara Schlenoff, a former buyer from Bloomingdale's who now lives in the Verde Valley, the windows were dressed to impress while showcasing all sorts of things to see, do, and buy here in Clarkdale. Before the job was even complete, folks were seen taking a video of the new windows, and many slowed down and even stopped to check out what was happening. It's amazing what the Clarkdale Downtown Business Alliance can do!



6. August 5th- 7th – Arizona Rural Policy Forum.

During the week of August 5th, Clarkdale turned out to host 200 economic developers at the Clark Memorial Clubhouse for this year's Forum. Created by the Arizona Rural Development Council led by Kimber Lanning, the event brings folks from all over rural Arizona together to discuss an array of topics from sustainability to value chain mapping to funding and beyond. Kicked off by a Verde Canyon Railroad train ride, the participants then transitioned to the Welcome Reception hosted at the Arizona Copper Art

Museum with help from the Town, Made in Clarkdale, and the Clarkdale Downtown Business Alliance who served as Clarkdale Ambassadors. About 100 folks attended an evening of copper, music by the Buzzard Brothers featuring Chris Livas, and scrumptious food from Main Street Cafe & Pizzeria, Su Casa, Violette's Fine Pastries, local plums from Bent River Ranch, plus cheeses supplied by Drake Meinke. In addition, Four Eight Wineworks poured their red and white wines and THAT beer. Décor was created, donated and installed by Juliana Brutsche of the Verde Valley Arts Council. A 50/50 raffle added more fun to the evening and was won by a visitor from Sierra Vista with the other proceeds repaying Made In Clarkdale for pulling an event liquor license and insurance. A great time was had by all.

The Forum itself started when Mayor Von Gausig welcomed everyone to the Forum, and lectured on the economics of the Verde River. About 48 experts participated in lectures and round-table discussions throughout the two-day event. In addition to the Mayor participating, Councilor Regner and several Town staff members were able to attend various



lectures. Food for the event was provided by local restaurants in keeping with Local First Arizona's principles; Su Casa, Nate's Cowboy Cafe, and Crema all provided meals. In addition, Thursday's evening event was a night at the Blazin' M which provided fun for all.

Staff heard many compliments from attendees about the welcome they'd received from Clarkdale, the beauty of Clarkdale and the Clubhouse, and folks often shared they'd never been here before but planned to return soon. Thus far, everything seemed to be a big success.

7. **United Verde Soil Project.** On August 11th, Council approved an array of recommended updates to both the Sampling Analysis Plan and the Quality Assurance Project Plan currently open for public comment by the Arizona Department of Environmental Quality. A core team of staff members continues to participate in the review of all related documents to maximize options and support for residents and the Town alike.

6. NEW BUSINESS:

- a. **PUBLIC HEARING:** Regarding a Conditional Use Permit Application for a medical treatment facility at the Sedona Wellness-School of Ayurveda Massage (formerly known as the ASIS Massage School) to allow for certified professionals to provide massage, health and wellness advice within the existing facility. Assessor's Parcel

Number 400-07-026F. Address 414¹ Peace Garden Path (formally 701 South Broadway). The property is approximately 5.37 acres and zoned R2-Single family & Limited Multi Family Residential.

- **Staff Report:**

Background:

Mr. Joseph Rongo has managed the ASIS Massage School located on the subject property since its construction in 2000. The school operates under a conditional use permit (CUP) granted in 1999. The school has recently undergone a name change to Sedona Wellness-School of Ayurveda Massage.

The school continues to operate within the parameters of the granted CUP. Students at the facility provide massage services to outside clients as part of their training curriculum.

Mr. Rongo is requesting a second conditional use permit to allow teachers, alumni and professional therapists to provide massage and wellness services to clients at the facility.

Zoning and Vicinity

The subject property is zoned R2 – Single Family and Limited Multiple Family Residential. Per Section 3-4.C4 of the Zoning Code, hospitals are a conditional use in this zoning district. It is staff's determination that the proposed health and wellness treatments meets the broadest definition of a hospital as a facility where sick or injured people are given medical treatment.

The property is accessed off of Broadway Street, an arterial road as designated in the 2012 Clarkdale General Plan.

Property to the north of the subject parcel is zoned R2 (Single Family and Limited Multiple Family Residential). Property across Broadway is zoned R1 (Single Family Residential).

The subject property is designated as 'Neighborhood Commercial' in the 2012 Clarkdale General Plan. Neighborhood Commercial is defined as commercial retail and services providing surrounding neighborhoods and residents of Clarkdale with their basic day-to-day needs.

The property already contains an approximately 3,500 square-foot building. No additional construction is proposed related to this CUP request.

Application

The request is to allow medical professionals to provide health and wellness services to customers at the existing massage facility.

Internal Agency Review

¹ Applicant Joseph Rongo noted that the address of parcel 400-07-026F was incorrectly stated in the Staff Report. The correct address is 414 Peace Garden Path and these Minutes have been updated to reflect the correct address.

The application was sent to the Public Works Department, Police Department and Yavapai County Health Department for review.

No objections were filed regarding this application.

Outside Agency Review

Yavapai County Health Department responded they had no concerns with this application.

The Clarkdale Fire District will treat this as a business occupancy. There are no additional requirements for this type of occupancy.

Public participation

The applicant sent a letter regarding the proposed expansion of services to all property owners within 1,000 feet.

Public Notices were sent to 34 property owners and the property was posted on July 31st. A public notice was published in the Verde Independent on August 2, 2015.

Analysis

Town Regulations

Per Section 5-5 of the Town Zoning Code, the Planning Commission shall make findings on a conditional use permit application based on the following six elements:

1. **Applicable Regulations:** Those conditions necessary to assure compatibility of the development of the land in question will be consistent with the purpose of the Zoning Ordinance, Town of Clarkdale General Plan, other statute, and any ordinance or policies that may be applicable.

Staff Analysis – The proposed use is allowed in the Commercial District with a conditional use permit. The existing facility has operated at this location for over ten years without any issues.

2. **Bulk Regulations:** The site is adequate in size and topography to accommodate proposed use, population density, building height, lot coverage, setbacks, spaces, landscaping, fences and parking. That these elements are compatible with the general character of development in the vicinity of the proposed conditional use and are adequate to properly relate the proposed use with the existing land uses in the vicinity.

Staff Analysis – There will be no changes to the previously approved site or building related to this CUP request.

3. **Performance:** That the location, design and operation characteristics of the proposed use are such that it will have minimal adverse impact on the livability, public health, safety, welfare,

or convenience of persons residing or working in the vicinity, to adjacent property, to the neighborhood or to the public welfare in general in that the facility, once completed should not interfere with the day-to-day operations of the existing businesses.

Staff Analysis – Per the applicant’s letter of intent, a large increase of customers as a result of the new services being offered is not anticipated. Student enrollment in the massage school has dropped off, and the applicant hopes the new services being offered would help counter this decrease. Estimated occupancy during hours of operation is 8-26 people, including staff and customers. The maximum number reflects occupancy when school is in session. Hours of operation are 8:30 a.m. to 7:00 p.m., seven days a week. On-site parking is adequate to accommodate the maximum occupancy.

4. **Traffic Impacts:** The provisions for ingress and egress, public streets and traffic circulation are adequate, or can be upgraded through street improvements as a condition of approval.

Staff Analysis – No increase in traffic to the site is anticipated.

5. **Landscaping:** Landscaping, and/or fencing of the proposed development, assures that the site development will be compatible with adjoining area and with the intent of Town policies.

Staff Analysis – Landscaping is already in place.

6. **Nuisance:** That the proposed use will not create a hazard to persons and property from possible explosion, contamination, fire or flood. That the use will not create a nuisance arising from, but not limited to noise, smoke, odors, dust, vibrations, signage or illumination.

Staff Analysis – The proposed expansion of existing services does not create a hazard or nuisance.

Summary: In staff’s opinion, and with the recommended conditions, the application is in compliance with the required findings for a Conditional Use Permit.

Future Expansion

Any expansion of the services proposed under this CUP request would require an additional hearing process. Any expansion proposing additional construction on the site would require design and site plan review in addition to CUP approval.

Recommendation:

Staff has determined the Conditional Use Permit application to be complete and in compliance with the requirements of Section 5-6 of the Town of Clarkdale Zoning Code.

If the Planning Commission chooses to recommend approval of the Conditional Use Permit application, staff offers the following conditions:

1. Services provided shall be limited to those described in the Letter of Intent dated 7/14/15.
2. No additional construction shall be associated with this Conditional Use Permit.

End of Staff Report

• **Questions to Staff:**

Commissioner Erickson indicated he had toured the property and felt there were no problems with ingress or egress relative to the property. Commissioner Backus inquired as to what happens if the new business is more successful than expected and resulted in more people on the property. Director Filardo indicated the Commission could stipulate a limit to the total number of people on the property if that is a concern. Applicant Joseph Rongo indicated he would need to make building modifications in order to accommodate more people than the numbers presented with this CUP, and would therefore be pulling a building permit.

- **Open Public Hearing:** Vice Chair deBlanc opened the Public Hearing. There were no members of the public who spoke on this item.
- **Close Public Hearing:** Vice Chair deBlanc closed the Public Hearing.

- b. **CONSIDERATION AND POSSIBLE ACTION:** Discussion/possible action regarding a Conditional Use Permit Application for a medical treatment facility at the Sedona Wellness-School of Ayurveda Massage (formerly known as the ASIS Massage School) to allow for certified professionals to provide massage, health and wellness advice within the existing facility. Assessor's Parcel Number 400-07-026F. Address 501 Peace Garden Path (formally 701 South Broadway). The property is approximately 5.37 acres and zoned R2-Single family & Limited Multi Family Residential.

ACTION: Commissioner Olguin motioned to recommend approval of the conditional use permit application for the Sedona Wellness-School of Ayurveda Massage based on staff's opinion of the compliance of the application with the elements of Applicable Regulations, Bulk Regulations, Performance, Traffic Impacts, Landscaping, and Nuisance and including the following conditions:

1. Services provided shall be limited to those described in the Letter of Intent dated 7/14/15 and
2. No additional construction shall be associated with this Conditional Use Permit.

Commissioner Backus seconded the motion. The motion passed unanimously.

NEW BUSINESS continued:

- c. **PUBLIC HEARING:** Regarding a Conditional Use Permit Application for a RV Park with a maximum of 70 spaces and supporting infrastructure, including a pool, locker rooms, office, shop and the placement of a mobile home to house the applicant on site. Assessor's parcel number is 400-07-005. Address: 551 S. Broadway. The subject property is approximately 9.75 acres and is zoned commercial.

• **Staff Report:**

Background:

Applicant Gary Clouston is requesting a conditional use permit for a recreational vehicle (RV) park at 551 S. Broadway Street. This property has been previously developed for the Verde Valley Christian Church. Water, wastewater and electrical infrastructure is in place with grading of a portion of the site and installation of utility infrastructure. The applicant is proposing to limit development to this previously disturbed area.

Zoning and Vicinity

The subject property is zoned Commercial (C). Per Section 3-11.C.3 of the Zoning Code, campsites and recreational vehicle parks are listed as a conditional use.

The property is accessed off of Broadway Street, an arterial road as designated in the 2012 Clarkdale General Plan.

The property to the north of the subject parcel is zoned Commercial. Property to the south is zoned R2 (Single Family and Limited Multiple Family Residential). Property across Broadway is zoned R1 (Single Family Residential).

The subject property is designated as 'Neighborhood Commercial' in the 2012 Clarkdale General Plan. Neighborhood Commercial is defined as commercial retail and services providing surrounding neighborhoods and residents of Clarkdale with their basic day-to-day needs.

Application

Mr. Clouston is proposing a RV park with a maximum of 70 rental spaces. The proposed park will use only the area already disturbed on the site. Rental spaces will be flexible to accommodate longer vehicles and shorter vehicles.

A 20-foot wide travel aisle will provide access throughout the RV Park. Additional parking for cars is incorporated into the shoulders of these travel aisles.

Four buildings are proposed to be constructed on the site: a combination laundry/6 bathrooms with showers, an office, a recreation room and a maintenance shop. A pool is also proposed. Buildings will have a southwest design.

Each individual RV slot will have a connection to Town water and wastewater.

The existing chain link fence will be removed.

A stucco wall is proposed for the entrance along Broadway.

Mr. Clouston is requesting to place a manufactured home at the northeast corner of the developed area as a residence for him and his family.

Internal Agency Review

The application was sent to the Public Works Department and Police Department for review.

Outside Agency Review

Review and permitting for any food market or food service and the semi-public pool will be required through the Yavapai County Health Department.

As a result of comments from the Fire District, the applicant will be installing a fire hydrant at the north end of the back row of RV slots. There is an existing fire hydrant in the right-of-way directly in front of the subject property. The second hydrant was requested to allow for the evacuation of the site in case of a wildland fire in the undeveloped area between the site and the Verde River.

Public Participation

The applicant held a neighborhood meeting on July 10, 2015. Six property owners attended this meeting. Concerns were expressed regarding the visible impact to residents whose homes are located at a higher elevation than the project and about water use for the park. The neighbors also wanted to know about length of stay restrictions and whether tents would be allowed.

Public notices were sent to 23 property owners within 1,000 feet. The property was posted on July 31, 2015 and the notice appeared in the paper on August 2, 2015.

Design Review and Site Plan Review

Per Section 11-1 of the Zoning Code, design review and site plan review is required for all new commercial development. This hearing will be scheduled if the application receives approval of the conditional use permit.

Analysis

Town Regulations

Per Section 5-5 of the Town Zoning Code, the Planning Commission shall make findings on a conditional use permit application based on the following six elements:

7. **Applicable Regulations:** Those conditions necessary to assure compatibility of the development of the land in question will be consistent with the purpose of the Zoning Ordinance, Town of Clarkdale General Plan, other statute, and any ordinance or policies that may be applicable.

Staff Analysis – The proposed use is allowed in the Commercial District with a conditional use permit.

Advancing tourism opportunities is an identified goal of the 2013 Sustainable Community and Economic Development Plan.

8. **Bulk Regulations:** The site is adequate in size and topography to accommodate proposed use, population density, building height, lot coverage, setbacks, spaces, landscaping, fences and parking. That these elements are compatible with the general character of development in the vicinity of the proposed conditional use and are adequate to properly relate the proposed use with the existing land uses in the vicinity.

Staff Analysis – The 9.75-acre site is adequate to accommodate the proposed use. The proposed development will leave approximately 4 acres on the property untouched. The proposed site design of the project complies with setback requirements for the Commercial District.

9. **Performance:** That the location, design and operation characteristics of the proposed use are such that it will have minimal adverse impact on the livability, public health, safety, welfare, or convenience of persons residing or working in the vicinity, to adjacent property, to the neighborhood or to the public welfare in general in that the facility, once completed should not interfere with the day-to-day operations of the existing businesses.

Staff Analysis – The project does not present a health or safety issue to the surrounding neighborhood.

10. **Traffic Impacts:** The provisions for ingress and egress, public streets and traffic circulation are adequate, or can be upgraded through street improvements as a condition of approval.

Staff Analysis – The applicant’s engineer has provided an analysis of the traffic impact of this project. Per this investigation, the sight distances from both directions of travel are clear enough that a right-turn lane or a center turn lane are not warranted by the estimated traffic generated by the development.

The applicant’s engineer is recommending that exiting from the park for RVs be limited to a right turn only. The site distance for a left hand turn is adequate based on the existed posted speed limit of 45 mph. However, calculating the site distance requirements based on an estimated speed of 55 mph, the site distance is determined to be not adequate. This restriction will be enforced through signage and also included in the rental agreement. Cars would be permitted to turn left when exiting the park.

11. **Landscaping:** Landscaping, and/or fencing of the proposed development, assures that the site development will be compatible with adjoining area and with the intent of Town policies.

Staff Analysis – A draft landscaping plan has been included with the application. Because of the concerns of neighbors who are looking down on the project, the landscape plan includes a large number of evergreen trees along the property boundary facing Broadway and along the eastern edge of the development which is closest to existing residences. Arizona Cypress and Ash trees are proposed to place at each RV slot to provide a screening and shade.

Staff would note any principal permitted use in the commercial district, such as the previously proposed church or a large retail store or motel, would have the same visible impact. In this case neighbors would be looking down on the roof and associated HVAC and electrical equipment.

If the conditional use permit is granted, the landscape plan, along with the building design and sign package, will be reviewed by the Design Review Board (DRB) in a public meeting. The Texas Sage listed on the preliminary landscape plan is not on the Clarkdale Plant List and will need to be replaced prior to DRB review.

Staff is suggesting a condition of approval requiring the applicant to incorporate a rainwater harvesting/gray water system on-site to provide water for the landscaping.

- 12. Nuisance:** That the proposed use will not create a hazard to persons and property from possible explosion, contamination, fire or flood. That the use will not create a nuisance arising from, but not limited to noise, smoke, odors, dust, vibrations, signage or illumination.

Staff Analysis – In staff’s opinion, the proposed development does not create a hazard. As stated in the Letter of Intent, Mr. Clouston and his family plan to live on the site and will provide 24-hour monitoring of the activity and safety of the site.

Lighting on the site will be minimal. All lighting will be fully shielded and comply with Chapter Eight of the Zoning Code. A lighting plan, including cut sheets of proposed lighting, will be required during the design review.

Summary: In staff’s opinion, and with the recommended conditions, the application is in compliance with the required findings for a Conditional Use Permit.

Recommendation:

Staff has determined the Conditional Use Permit application to be complete and in compliance with the requirements of Section 4-18 of the Town of Clarkdale Zoning Code.

Staff is requesting the Planning Commission conduct the public hearing regarding this application and either direct staff and/or the applicant to provide specific additional information or make a recommendation to Town Council for approval, approval with conditions, or denial of the application.

If the Planning Commission chooses to recommend approval of the Conditional Use Permit application, staff offers the following conditions:

1. A building permit shall be issued prior to construction of the buildings included in the proposal.
2. Prior to issuance of a building permit, applicant will record deeds and restrictions for this project which include prohibition against tents and camping, additions of canopies or shade structures to RV units, limiting length of stay and restricting noise after 10:00 p.m.
3. Prior to issuance of a certificate of occupancy, signage restricting RV exiting out of the park to right-turn only shall be installed.
4. All lighting shall be fully shielded and meet the requirements of Section Eight of the Zoning Code.
5. The applicant shall incorporate a rainwater harvesting plan and a greywater use plan into the final landscape plan.
6. The 4-inch fire hydrant shall be installed as shown on the site plan dated 7-31-15 prior to the issuance of a certificate of occupancy.

End of Staff Report

• **Presentation by applicant**

Additional project clarifications were presented by Steve Biasini on behalf of the applicant as follows:

- There will be no additional ground disturbance on the property beyond the borders of the area previously disturbed.
 - Significant screening and enhancements to the landscaping were added to the project to address feedback heard from those present at the public meeting held by the applicant.
 - Texas sage will be removed from the plant list prior to the presentation to the Design Review Board should the conditional use permit be approved.
 - Quiet time is currently planned to be from 10 PM to 8 AM daily.
 - Traffic concerns were addressed through the traffic analysis provided by the project's engineer.
 - All lighting will be either bollards or ground-directed building lighting. All lighting will be shielded.
 - Swimming pools are a fairly standard amenity at RV parks.
 - Owners will be living onsite and will be managing the property.
- **Questions to Staff:** Commissioner Erickson wondered whether the main entrance will continue to be where the gate is currently located and also whether there will be any empty space created on the side of the gate. He also wondered what the timeline would be for

starting the project. Mr. Biasini indicated no additional ground disturbance would occur so there would not be any additional open space on the side of the gate. Mr. Clouston, the applicant, indicated the project would start as soon as they can.

Commissioner Olguin inquired about how the RVs will be forced to make a right-hand turn. Director Filardo responded that applicant had indicated signage would be installed. Mr. Biasini indicated they could install a pork chop to force the right-hand turn, but that would also prevent cars from turning left. Commissioner Olguin then suggested perhaps two different exit lanes could be created: one for use by cars only to allow left turns out of the park and the other allowing right turns for use by RVs and cars alike.

Vice Chair deBlanc voiced concerns over traffic volumes experienced due to train traffic and a thought that perhaps all traffic should be required to turn right when leaving the park. Mr. Biasini raised a concern about a forced right-hand turn causing RV drivers to choose to make challenging U-turns to be able to head back into Cottonwood. Commissioner Backus asked where the RV drivers might be able to turn around and indicated this may cause other problems. Mr. Krishan Ginige, project engineer for the applicant indicated speed of travel for existing traffic versus site distance is the issue and there is insufficient distance to permit safe left-hand turns for RVs. Director Filardo cautioned the Commission to remember the project engineer is making these recommendations based on proven standards.

Vice Chair deBlanc inquired about noise impacts. Mr. Biasini indicated that no generators will be permitted at that 10 PM as the beginning of quiet time in the park is standard throughout the RV community.

- **Open Public Hearing:** Vice Chair deBlanc opened the Public Hearing. Twelve members of the public spoke on the subject and one email was read to the audience at the request of Donna Whitmore, Clarkdale resident who could not attend the meeting. Summaries of the comments, observations and recommendations are included below and are not presented as verbatim comments.
 1. **Jamie Rongo**, 501 Peace Garden Path, Clarkdale.
 - a. Her home is this project's closest neighbor and her bedroom and bathroom and on the side of her home closest to the project.
 - b. Her home actually looks up to the property.
 - c. She seeks protection from RV visitors having views into her bedroom and bathroom.
 - d. She seeks protection for the ravine on the northeast corner of the project as this is a wildlife corridor. Further, she doesn't want RV visitors trespassing across her property in attempts to get down to the Verde River.
 - e. As she values dark skies available to her now, she wants the darkness maintained and wants consideration of the fact that downward facing lights from the project may actually shine down onto her home.
 - f. She is happy with the "no generators" rules.
 - g. She prefers that quiet time start at 9 PM.

- h. She noted this is a 24/7 business as opposed to the church which may have been expected to yield a reduced neighborhood impact having people and traffic on Wednesday nights and all day on Sundays only.
2. **Charlie Toy**, Palisades resident, Clarkdale.
 - a. He is concerned about the impact of additional traffic from this project impacting his ability to leave the Palisades subdivision. He is also concerned there is only one ingress/egress point for this project.
 - b. He considers this project to be an eyesore.
 - c. He would prefer a church view, not an RV park view.
3. **Drake Meinke**, Clarkdale. Mr. Meinke offered the following comments:
 - a. He would prefer not to look at a mobile or manufactured home as it might not be good to look at. He wondered whether the façade could be upgraded and shingles could be installed on the roof.
 - b. He suggested left-hand turns from the project could be restricted only during certain times of the day.
4. **Stephanie Haggart**, Palisades resident, Clarkdale.
 - a. Mrs. Haggart questioned what laws applied for RV parks and wondered if Clarkdale has regulations on spacing for RV parking.
 - b. She was also concerned about the demand for water by the project.
 - c. She asked whether other Town of Clarkdale departments approved the project. Director Filardo mentioned that the department in charge of the Town's water resource reviewed the project and did not file any objections. Further, the project will be supported by the Town's water utility, not by well water.
5. **Mike Knox**, 725 Palisades, Clarkdale.
 - a. Mr. Knox is concerned about the possibility of additional noise at night.
 - b. He is worried about the degradation of his view. He bought his property for the view of Tuzigoot and doesn't want that impacted.
 - c. He prefers a church on that property to the proposed RV park.
 - d. He wasn't contacted about the project and wants to be able to voice his opinion. Director Filardo interjected that he would have an additional opportunity to do so should the project move forward.
6. **Novie Trump**, Peace Garden Path, Clarkdale.
 - a. Ms. Trump voiced deep concerns regarding the artist's rendering of the park project indicating it was "too loosely presented".
 - b. She wants to see the landscaping plan.
 - c. She treasures darkness in the neighborhood and is concerned about this project's impact.
 - d. She wants wildlife around the property to be protected.
 - e. She doesn't want RV visitors to trespass across her property in attempts to reach the river.
7. **Joanne Lindsay**, Palisades resident, Clarkdale.

- a. Ms. Lindsey did not want to pay for infrastructure on the project property. Director Filardo indicated the infrastructure on property is the obligation of the applicant.
- b. In addition, Ms. Lindsey noted concerns regarding depreciation of her property value.

8. Phil Terbell, Clarkdale.

- a. Mr. Terbell spoke in favor of the project as there are few available overnight parking spaces for RVs in the Verde Valley.
- b. He believes the project will benefit Clarkdale's economy.
- c. He supports the well-designed plan.
- d. He believes the impact of the project on the surrounding neighbors will be more moderate than other permitted commercial uses such as a dollar store.
- e. He indicated that pools usually have a closing time in RV parks and so noise from the pool area should be minimal.
- f. He suggested the "direct" route to 89A should be signed so that rigs leaving the project will be able to get out to 89A without driving through Cottonwood's Old Town area which is difficult in a big rig.

9. Joseph Rongo, 505 Peace Garden Path, Clarkdale.

- a. He mentioned having feet in both camps.
- b. The area is beautiful and he wants to guarantee it will stay that way.
- c. He suggested that the owner's home on the property not be permitted to be a mobile home, but perhaps be required to be a stick-built home instead. Vice Chair deBlanc requested we define mobile, modular, trailers and RVs so everyone can understand the differences.

10. Donna Whitmore, Clarkdale. Donna Whitmore's email was read into the record by Director Filardo as follows:

"I will not be able to attend the P&Z meetings today re this application and would appreciate it if you or someone on staff could read the following into the record on my behalf.

I have seen the plans for the Rain Spirit RV Resort and find it to be an attractive addition to the Town that should see a lot of traffic. My only concern is the pool. While I understand the Town has no restriction on pools, it most certainly has put heavy, but warranted, restrictions on outdoor water use. I am in full agreement with water use restrictions and conservation of water; allowing a pool in this facility is contradictory to those restrictions and the hope of keeping everyone 'on board' with water conservation.

Should folks staying at the resort desire to swim or participate in other water activities, the Verde River is available to them a short distance away. Use of the River facilities is varied and also provides revenue to the Town.

In reading about water evaporation, I found the following: in general, a pool kept at 82F where night air drops to 70F will lose 1/2 to 1" of water per week; pool water kept at higher temperatures evaporates faster. The amount of evaporation GREATLY accelerates with wind, and Northern Arizona has a lot of wind. A 5 mph wind results in roughly 3xs the 1/2 to 1" rate of evaporation. There is also a lot of water splashed from a

pool, which adds to the water loss. If the Resort pool will be heated in winter months, the evaporation rate will remain high throughout the winter.

Other variables that impact the rate of evaporation are the surface area of a pool; the outdoor temperature; and relative humidity. Since the pool dimensions are not available on the site plan, I compared the size of the pool to the shop, which measures 48' x 28'; the pool looks to be about twice that size, at least in length.

In keeping with Clarkdale's philosophy regarding the outdoor use of water, and since there is no restriction by the Town on pools, I would ask the owners to do the right thing, join the rest of the citizens in our water conservation efforts and forego a pool in the facility.

Thank you. Donna Whitmore, Clarkdale”

11. **Gary Clouston**, Applicant and presently a resident of California.

- a. He has always lived on large acreage, and doesn't intend to let people go down to the river.
- b. He wants to keep the property as “country” as possible.
- c. He is “for the land”, and pointed out the parcel is already zoned commercial. If a store were to be built on the property, the hours may not be restricted.
- d. He likes dark skies, and lives as the local people around this property also wish to live.

12. **Roy Valdivia**, Palisades subdivision, Clarkdale

- a. He questioned the impact of 70 units versus a church on the Town's water supply.
- b. He was also concerned about the length of stay of each visitor to the property.

13. **Robert Haggart**, Palisades subdivision, Clarkdale

- a. Mr. Haggart noted there are differences on impact between this project and a church such as land values, water use, aesthetics, existing terrain, and views. One is in “stark contrast” to the other.
- b. He does not believe this project is a positive project.
- c. He also cited environmental impacts and the installation of a pool as “absurd”.
- d. Mr. Haggart questioned how oversight of generator would be handled and many of them are now inboard generators.
- e. Traffic also concerned him for the impacts the project poses on residents of the Palisades. Also there is not too much room from the project entrance to that of the massage school.

- **Close Public Hearing:** Vice Chair deBlanc closed the Public Hearing.

1. **CONSIDERATION AND POSSIBLE ACTION:** Discussion/possible action regarding a Conditional Use Permit Application for a RV Park with a maximum of 70 spaces and supporting infrastructure, including a pool, locker rooms, office, shop and the placement of a mobile home to house the applicant on site. Assessor's parcel number is 400-07-005. Address: 551 S. Broadway. The subject property is approximately 9.75 acres and is zoned commercial.

- Commissioner Olguin asked the applicant what approach was planned for managing the fragile ravine. Mr. Biasini indicated their intent was that nobody gets to go into the ravine. The applicant will explore a variety of options including a fence on the east and northeast sides of the property. Commissioner Olguin wanted to protect the ravine environment as a stipulation of approval.
- Commissioner Backus inquired about the size of the pool and whether it was about 20' x 40'. Mr. Biasini indicated the applicant is flexible on the size of the pool for as long as it is large enough to accommodate park visitors.
- Commissioner Backus also expressed concern about the look of the modular home and the vegetation. In addition, the size of the trees to be planted was called into question by Vice Chair deBlanc. Director Filardo indicated these items will be discussed during the Design Review Board session should the CUP move forward.
- Vice Chair deBlanc also questioned the lighting plan. Mr. Biasini indicated there will be footpath lighting and building lighting directed downward and fully shielded.
- Vice Chair deBlanc was interested in further restricting the quiet time. Commissioner Backus suggested a possible time difference during the summer months. Mr. Biasini contemplated an approach to different hours during the weekday versus the weekend. Commissioner Erickson as a former ranger at Rocky Mountain National Park with over 200 sites indicated there quiet hours began at 10 PM and there were no problems with that time at that location.
- Commissioner Backus recommended the use of low water use plants. Director Filardo shared that the project will adhere to the approved Clarkdale Plant List. Commissioner Backus suggested a reduced pool size such as 15' x 20'. Further, he recommended a non-reflective, non-white roofing material for the permanent structures to improve the view for the homeowners on the neighboring hillsides.

ACTION: Commissioner Olguin motioned to recommend approval of the conditional use permit application for the Rain Spirit RV Park based on staff's opinion of the compliance of the application with the elements of Applicable Regulations, Bulk Regulations, Performance, Traffic Impacts, Landscaping, and Nuisance and including the following conditions:

1. A building permit shall be issued prior to construction of the buildings included in the proposal.
2. Prior to issuance of a building permit, applicant will record deeds and restrictions for this project which include prohibition against tents and camping, additions of canopies or shade structures to RV units, limiting length of stay and restricting noise after 10:00 p.m.

3. Prior to issuance of a certificate of occupancy, signage restricting RV exiting out of the park to right-turn only shall be installed.
4. All lighting shall be fully shielded and meet the requirements of Section Eight of the Zoning Code.
5. The applicant shall incorporate a rainwater harvesting plan and a greywater use plan into the final landscape plan.
6. The 4-inch fire hydrant shall be installed as shown on the site plan dated 7-31-15 prior to the issuance of a certificate of occupancy, and with the following additional stipulations:
 7. The applicant shall protect the facility of the ravine.
 8. The pool size shall be limited to 15' x 30'.

Commissioner Backus seconded the motion. The motion passed unanimously.

7. FUTURE AGENDA ITEMS:

- a. Focus area plan community meeting

8. ADJOURNMENT: Vice Chairperson deBlanc entertained a motion for adjournment. Commissioner Backus motioned to adjourn the meeting. Commissioner Erickson seconded the motion. The motion passed unanimously. The meeting adjourned at 6:50 p.m.

APPROVED BY:

SUBMITTED BY:

Ida de Blanc
Vice -Chairperson

Jodie Filardo
Director Community Development

**MINUTES OF A REGULAR MEETING
OF THE PARKS AND RECREATION COMMISSION
OF THE TOWN OF CLARKDALE**

A Regular Meeting of the Parks and Recreation Commission of the Town of Clarkdale was held on Wednesday, July 8, 2015, at 5:30 p.m., in the Men's Lounge of the Clark Memorial Clubhouse, 19 N. Ninth Street, Clarkdale, Arizona.

Chairperson: Shannon Westcott
Vice Chairperson: Barbara Van Wye (Absent)
Commissioners: Peter Curé
Trish Gomez
Lynda Zanolli (Absent)

Town Staff:
Community Services Supervisor: Dawn Norman

AGENDA ITEM: CALL TO ORDER – Chairperson Shannon Westcott called the meeting to order at 5:31 p.m. It was noted that a quorum was present.

AGENDA ITEM: PUBLIC COMMENT - There was no public comment.

AGENDA ITEM: INFORMATIONAL REPORTS

CHAIRPERSON'S REPORT – A report from the Chairperson on current events.
There was no information to report.

STAFF REPORT – A report from the Community Services Supervisor on current events.

Community Services Supervisor Dawn Norman reported the following:

- **Special Event – Lower TAPCO RAP** - Community Services is currently working with South by Southwest Adventures on a Special Event Permit. The permit is for an overnight kayak encampment for a college leadership group from the New Life Community Church based in the Phoenix area. The group of approximately 20 participants will camp at TAPCO for one night and will then kayak the stretch from TAPCO to TuziRAP the following day. South by Southwest expressed their excitement to be able to offer this to organizations and anticipates several more to be held this season. With this type of Special Event Permit, the Town will collect the \$50 application fee along with \$5/participant for the encampment. In addition, the Town will also collect \$5/participant on the kayaking portion under the River Runner permit held by South by Southwest.
- **WiFi in the Town Park** – Based on a suggestion made by the Library Advisory Board, Wi-Fi is currently being installed in the Town Park. This is an extension of library services being made available to the community. This service will also assist staff members with future programming as well as allow for circulation operations to be done at the park, including check-outs and issuing new patron cards.

- July 31st at 7pm the Clarkdale Downtown Business Alliance is hosting a block party which will include live music and beer tastings.
- Verde River @ Clarkdale Memberships – a total of 11 have been sold and issued.
- Resignation of Vice Chairperson Barbara Van Wye – Staff received a letter of resignation from Vice Chair Van Wye. Council is scheduled to consider and accept the resignation at the Council Meeting scheduled for tomorrow. Vice Chair Van Wye expressed to staff that it was important that the Commission know that the decision was not based on her experience serving on the Commission. Staff read Vice Chair Van Wye's letter of resignation to the Commission.

AGENDA ITEM: MINUTES - Discussion and consideration of the minutes of the Regular Meeting held on May 13, 2015.

Commissioner Curé motioned to approve the Regular Meeting minutes for May 13, 2015, as written. Commissioner Gomez seconded the motion. The motion passed unanimously.

NEW BUSINESS:

AGENDA ITEM: ELECTION OF VICE CHAIRPERSON – Discussion and consideration of electing Vice Chairperson of the Parks & Recreation Commission.

Chairperson Westcott motioned to elect Commissioner Curé as Vice Chairperson. Commissioner Gomez seconded the motion. Commissioner Curé accepted the nomination and the motion passed unanimously.

AGENDA ITEM: FY14-15 PARKS & RECREATION BUDGET – An update and discussion on the FY14-15 Parks & Recreation Budget.

Community Services Supervisor Dawn Norman stated that at the May 13, 2015 meeting the Parks and Recreation Commission approved the use of funds from the Parks and Recreation general donation account to apply towards the purchase of outdoor cinema equipment. This amount was to be added to the Parks and Recreation Programming budget of \$7,950 along with funds from the Library budget and Library donation funds. She continued that due to budget constraints, staff was not able to purchase the equipment as planned. The Parks and Recreation Programming budget line item of \$7,950 was reallocated to other department's line items in order for the budget to balance in fiscal year 14-15.

Staff intends to purchase the equipment in this fiscal year. Staff is currently requesting updated price quotes from vendors as the originals have expired. In addition, the Parks and Recreation Programming line item has been reduced and staff anticipates this amount to be approximately \$6,500. She explained that the FY15-16 budget has not yet been adopted by Council. She continued that because of working with a lesser amount than anticipated in addition to not knowing if there will be an increase in the new cost proposals staff will be presenting to the Library Advisory Board to consider contributing additional donation funds in the amount of \$4,000 to the equipment.

There was an open discussion on the Parks and Recreation budget.

AGENDA ITEM: MOVIES IN THE PARK – An update and discussion on the Movies in the Park Program.

As presented in the previous agenda item, staff continued to explain that due to the delay in purchasing the equipment this will now push back the anticipated start date for the Movies in Park program. Community Services Supervisor Norman stated that as things progress the Commission will be kept updated.

Chairperson Westcott requested additional information as to the planning of the program due to her absence at the last meeting when staff presented the program to the Commission.

Community Services Supervisor Dawn Norman explained that movie showings would be offered throughout the town, including the Town Park, Selna Ball Field, Centerville Park, Caballero Park and possibly Lower TAPCO. In order to offset the cost of movie licenses, staff will create partnerships with local businesses to sponsor movie showings, similar to how Concerts in the Park is structured. In addition, the equipment can be utilized for other types of programming, for example gaming, astronomy, lectures/workshops relating to wildlife at the river access points and showings of sport events, just to name a few. There was open discussion. The Commission expressed their excitement in being able to offer a program of this kind to the community.

AGENDA ITEM: 2015 CONCERTS IN THE PARK – An update and discussion on the 2015 Concerts in the Park.

Community Services Supervisor Dawn Norman stated that this year’s season is off to a great start. The Ambassadors are doing a great job overseeing the concert operations and in bringing in the 50/50 raffle revenue. Staff reviewed the current financial standings of the Concert in the Parks donation account with the Commission:

	Balance Forward	\$ 8,493.77
Donation - Clarkdale Foundation	\$ (500.00)	\$ 8,993.77
Donation - Clarkdale-Jerome Lions Club	\$ (500.00)	\$ 9,493.77
2015 - 50/50 RAFFLE PROCEEDS	\$ (1,187.75)	\$ 10,681.52
2015 - AMABASSADOR EXPENSES	\$ 234.00	\$ 10,447.52
Sentimental Journey	\$ 500.00	\$ 9,947.52
Jonathan Levingston & JWhite	\$ 350.00	\$ 9,597.52
Gerald Prunty - Missouri Opry Duo	\$ 500.00	\$ 9,097.52

Staff is still recruiting for volunteers to assist with the concerts and will email the list of concert dates still in need of volunteers to the Commissioners to consider.

Community Services Supervisor Norman informed the Commission that she was contacted by the Verde Valley Visionaries who would like to sponsor the August 1st concert featuring Aces N Eights. The Verde Valley Visionaries is a networking group of local businesses working together to promote our community. In addition to sponsoring the concert, the group will be providing around 8 volunteers to help with selling raffle tickets as well as

donating a 3 day/2night Vegas vacation and 2 sets of 2 Diamondbacks Tickets to be raffled off with the 50/50. They are hoping to boost the raffle sales that night to add to the concert fund.

AGENDA ITEM: CLARKDALE’S OLD-FASHIONED 4TH OF JULY – An update and discussion on the 2015 Old-Fashioned 4th of July event.

Community Services Supervisor Norman congratulated the Commission on another successful and safe 4th of July event. She wanted to express a huge kudos and thanks to all the volunteers that contributed to the event. She informed there was a total of 62 volunteers recruited by Community Services to operate the event. She continued that this number did not represent the volunteers provided by the Fire and Police for the pancake breakfast, Verde Valley Ambulance, Clarkdale-Jerome School to operate the games or the Cottonwood Community Band. She also commended the Vineyard Congregation for their huge support of the event and stated that they provide a large number of volunteers in order to make this event happen.

Community Services Supervisor Norman reviewed and discussed the following with the Commission:

- 2015 statistics:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Volunteers	*62	48	50
Pancake Breakfasts Served/Sold	711	615	800 (proceeds to the Prescott Hot Shots)
Kids’ Parade Entries	55/187	62	65

Community Services Supervisor Norman stated that one of the judges reported that there were many participants seen in the parade who did not register as they were not at registration to be judged. She continued that in previous years, only the number of registrants/entries have been reported, not the number of participants. She explained that one registration/entries could include a total of 5 participants. This year she also compiled the number of participants and will continue this practice.

Vendors	11	13	6
Cost/Expenditures	\$730	\$675	\$970

- Addition of VV Astronomers
- Spirit of Clarkdale Awards – next year the awards will be issued earlier
- Debrief meeting is scheduled for next week. This allows for all departments to review the operations of the event and discuss the consideration to implement changes.

Report from Chairperson Westcott on the Parade operations:

The operations at the school were smooth with a couple of challenges:

- One entrant that was a large family felt they had the right to be the first in line for the parade and were instructing children to go behind them which was

upsetting some of the children. Staff made note to contact the family prior to next year's parade to alleviate any upsetting circumstances for all parties involved.

- There was a chicken entered into the parade which caused question as to if it fell in the approved category. After review of the current rules, it was determined that chickens were allowed, provided it was secured and under control by the owner.

Commissioner Gomez informed that everything went smoothly at the end of the parade. She stated that four volunteers at the end worked well as they were able to distribute the certificates and collect the parade numbers successfully.

Community Service Supervisor Norman informed that next year's parade will mark the 40th anniversary of the Kids' Parade.

Report from Commissioner Gomez on the Information/Communication/Volunteer check-in table operations: She expressed that she really enjoyed working at the table. She felt it was very important to assign volunteers at that table that will be ambassadors for the town. She was surprised at the number of people that inquired about services or information about the town.

AGENDA ITEM: COMMUNITY SERVICES COMMISSION – A discussion on the formation of a Community Services Commission.

Community Services Supervisor Dawn Norman shared with the Commission that in 2009, Council's Strategic Planning agenda focused primarily on preparing Clarkdale to meet serious and continuing economic challenges. Among the numerous ideas and strategies discussed during that session was a community outreach concept which included combining Parks & Recreation and Library services, along with an increased focus on volunteer services. A Community Services Department was formed to facilitate this vision.

Since 2009, the Community Services Department has worked on presenting the department as such, steering from being identified as Parks and Recreation or Library since the department includes both operations.

At that time, one of the items for future consideration, was to eliminate the Parks & Recreation Commission and Library Advisory Board and form a Community Services Commission. This Commission would be an advisory board to the Council relating to community services.

This is the beginning discussion on the formation and future of the new Commission and how it relates to the current Parks & Recreation Commission and Library Advisory Board. She continued that staff is currently working with the Clerk's office on the formation of the new Commission and that the details still need to be determined, including the application and appointment process as well as meeting dates and times, etc. Staff's initial hope would be to have everything in place for the upcoming Board and Commission application and review process so that the new appointments to the Community Services Commission would take place at the same time as the current terms expire. Staff will continue to update the progress with both the Library Advisory Board and the Parks and Recreation Commission.

There was open discussion on the new Community Services Commission. The consensus of the Parks and Recreation Commission was that this new direction made sense for the town and its resources. They expressed that combining the two Boards/Commissions would be more efficient for the Community Services Department.

AGENDA ITEM: BIG SPRINGS NATURAL AREA TRAIL SYSTEM – Discussion and consideration of naming the trail system at the Big Springs Natural Area.

Staff reviewed the history on the process of naming the trail system with the Commission:

On January 14, 2015, the Commission reviewed several names submitted for the trail system located at the Big Springs Natural Area. At that time, the Commission made a recommendation to Council to designate and name the trail loop as the Trail of Life, ensuring that an acknowledgement be given to the 6th Grade Class at Clarkdale-Jerome Elementary School for the name.

On February 10, 2015, the recommendation was brought forward to Council to consider and approve the name 'Trail of Life'. The Council was very supportive of requesting the CJES 6th Grade Class to submit ideas for the name. There was concern with "Trail of Life" and how the name would be perceived without explanation. The thought was because the name submissions were made prior to receiving the history on the site that maybe if the class had that information along with the area name, the name submissions would be more in line with the area name. After discussion, it was decided to ask the class to re-submit 3 name choices to be considered by the Parks & Recreation Commission and Council.

The request was sent to the 6th Grade Class at Clarkdale-Jerome School. Mrs. Bustya's 6th Grade Class submitted the following name suggestions:

- Cow Springs
- Blooming Flower Trail
- Verde Blue Trail
- Crystal Spring Trail
- Whispering Snake Trail
- Hobo Spring Trail
- Schoolhouse River Trail
- The Little Spring Walk
- The Historical River Trail
- Tuzigoot's Retreat
- Mesquite's Shadow

Mrs. Scott's class was not able to participate due to projects her class was already committed to.

There was open discussion on the name submissions. The Commission narrowed the list down to three names: Verde Blue Trail, Crystal Spring Trail, and Tuzigoot's Retreat. There was open discussion on each. The Commission agreed that Tuzigoot's Retreat may be confusing and

could be perceived by the public that it is part of the Tuzigoot National Monument. The Commission continued to deliberate and concluded to Crystal Spring Trail.

Commissioner Gomez motioned to designate and name the trail loop as the Crystal Spring Trail. Vice Chair Curé seconded the motion. The motion passed unanimously.

AGENDA ITEM: FUTURE AGENDA ITEMS – Listing of items to appear on future agendas.

Verde River Poker Run

AGENDA ITEM: ADJOURNMENT - With no further business before the Commission and with no objection, the meeting adjourned at 6:28 p.m.

APPROVED:

Shannon Westcott, Chairperson

SUBMITTED BY:

Dawn Norman, Community Services Supervisor

**NOTICE OF A REGULAR MEETING
OF THE PARKS AND RECREATION COMMISSION
OF THE TOWN OF CLARKDALE**

In accordance with Resolution #215 of the Town of Clarkdale, and Section 38-431.02, Arizona Revised Statutes,

NOTICE IS HEREBY GIVEN that the Parks and Recreation Commission of the Town of Clarkdale will hold a Regular Meeting on Wednesday, August 12, 2015, at 5:30 p.m., in the Men's Lounge of the Clark Memorial Clubhouse, 19 N. Ninth Street, Clarkdale, Arizona.

MEETING CANCELLED

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 the 5th day of August, 2015, at 5:30 p.m.

Dated this 5th day of August, 2015.

By:



Dawn Norman
Community Services Supervisor



Staff Report

Agenda Item: **Patriotism Week Proclamation** – Approval of the Patriotism Week Proclamation designated by the Benevolent and Protective Order of Elks for September 7 – 13, 2015.

Staff Contact: Kathy Bainbridge, Town Clerk-Finance Director

Meeting Date: September 8, 2015

Background: The Benevolent and Protective Order of Elks has designated the week of September 7-13, 2015 as “Patriotism Week” and requested that the Town of Clarkdale issue a Proclamation to that effect.

Recommendation: Approval of the Patriotism Week Proclamation designated by the Benevolent and Protective Order of Elks for September 7 – 13, 2015.

**PATRIOTISM
WEEK
PROCLAMATION**



WHEREAS: The Benevolent and Protective Order of Elks, through its Constitution, is a Patriotic Order, and

WHEREAS: The Order promotes the ideals that the citizens of this nation live in freedom, won through the great sacrifices and many tribulations which have provided the foundation for a free, prosperous and independent life, and

WHEREAS: We realize that each generation must work to maintain this freedom, otherwise, through carelessness or indifference, the rights and liberties enjoyed may vanish, and

WHEREAS: It is fitting and proper to recognize this freedom and to honor the nation, which provides it, now

THEREFORE: I, _____, Mayor of this City/Town of _____, do hereby proclaim September 7-13, 2015, as **NATIONAL PATRIOTISM WEEK**, during this event, urge all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship with appropriate celebrations and observances.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City/Town of _____ to be affixed this ____ day of September 2015.



ATTEST: _____

Jerome Elks Lodge # 1361

Benevolent and Protective Orders of Elks

PO Box 488

Clarkdale, AZ 86324

August 12, 2015

**Mayor Doug Von Gausig
City of Clarkdale
PO Box 308
Clarkdale, AZ 86324**

Re: Elks National Patriotism Week Proclamation

Dear Mayor Von Gausig,

The Benevolent and Protective Order of Elks has designated the week of September 7-13, 2015 as "Patriotism Week", and we are requesting the City of Clarkdale issue a Proclamation to that effect.

We have provided a copy of a suggested Proclamation "Patriotism Week" for your convenience.

Please give me a call at 928-634-5611 for a date and time of the Town Council Meeting in which the proclamation will be presented.

Sincerely,



Sari McQuality, DDGER



Staff Report

- Agenda Item:** **Suicide Prevention Week Proclamation** – Approval of the Suicide Prevention Week Proclamation designated by the Mental Health Coalition of the Verde Valley for September 7 – 13, 2015.
- Staff Contact:** Kathy Bainbridge, Town Clerk-Finance Director
- Meeting Date:** September 8, 2015
- Background:** The Mental Health Coalition of the Verde Valley has designated the week of September 7 – 13, 2015 as “Suicide Prevention Week” and requested that the Town of Clarkdale issue a Proclamation to that effect.
- Recommendation:** Approval of the Suicide Prevention Week Proclamation designated by the Mental Health Coalition of the Verde Valley for September 7 – 13, 2015.

Proclamation

Suicide Prevention Week September 7 – 13, 2015

WHEREAS, in the United States, one person dies by suicide every 12.8 minutes, with 41,149 deaths by suicide in our country during 2013;

WHEREAS, in our country, suicide is the 2nd leading cause of death for 15-24 year olds, and is the 10th leading cause of death for people of all ages;

WHEREAS, each person's death by suicide intimately affects at least six other people, with over 200,000 newly bereaved each year;

WHEREAS, in 2013, 1040 Arizonans died by suicide and several thousand friends and family members were changed forever by losing those people;

WHEREAS, many of those people who died may never have received effective behavioral health services for many reasons including the difficulty of accessing services by healthcare providers trained in best practices to reduce suicide risk, the stigma of using behavioral health treatment and the stigma associated with losing a loved one to suicide;

WHEREAS, the Mental Health Coalition of the Verde Valley is comprised of representatives of behavioral health organizations, law enforcement agencies, faith communities, and citizen advocates who are all dedicated to reducing the frequency of suicide attempts and deaths, and the pain for those affected by suicide deaths, through providing resources, education and support.

***THEREFORE BE IT RESOLVED** that, I, Doug Von Gausig, Mayor of Clarkdale, Arizona on behalf of the Clarkdale Town Council, do hereby designated September 7 – 13, 2015 to be "Suicide Prevention Week" in the Verde Valley and urge everyone to learn how they can help because suicide prevention is everyone's business.*

ATTEST

Doug Von Gausig, Mayor

Kathy Bainbridge, Clerk



Staff Report

Agenda Item: **Wine Festival License** - Approval of a recommendation to the State Department of Liquor License and Control to approve a Wine Festival License for Maynard Keenan, the Four Eight Wine Works for the Clarktoberfest event to be held on Saturday, October 3, 2015 from Noon – 10:00 p.m. on Main Street, Clarkdale, AZ.

Staff Contact: Kathy Bainbridge, Town Clerk-Finance Director

Meeting Date: September 8, 2015

Background: Made In Clarkdale was approved for a Special Event Liquor License for an event to be held on Saturday, October 3, 2015 from Noon – 9:00 p.m. between 900 – 1100 Main Street, Clarkdale, AZ. Maynard Keenan, Four Eight Wineworks has requested a Wine Festival/Fair License for October 3, 2015, from Noon – 10:00 p.m. on Main Street, Clarkdale, AZ. The Wine Festival/Fair License is a license which allows a licensed farm winery to serve products produced at the farm winery at a festival, sanctioned county or state fair or within the premises of a licensed special event. Liquor produced under the provisions of the farm winery license may be served for consumption on the fair/festival premises or “to-go” in the original, sealed container. The application requires approval of the governing body of the Town where the festival/fair will take place. The Arizona Department of Liquor License Control may issue up to fifty (50) wine festival licenses for each calendar year for each licensed domestic farm winery up to a cumulative total of one hundred fifty (150) days per winery per calendar year.

Recommendation: Staff recommends that the Town Council approve a recommendation to the State Department of Liquor License and Control to approve the Wine Festival/Fair License for October 3, 2015 from Noon to 10:00 p.m. between 900-1100 Main Street, Clarkdale, AZ for Maynard Keenan, Four Eight Wineworks.



15 AUG 24 11:11 AM

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

FOR DLLC USE ONLY

License #:

Date:

Approved by:

FAIR/FESTIVAL LICENSE APPLICATION

A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery
A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

SECTION 1 Application type:

Wine Fair Wine Festival Craft Distillery Fair Craft Distillery Festival

1. Applicant's Name: Maynard J. Keenan Contact Phone #: 928-649-9293

2. Business name: Four Eight Wineworks Liquor license #: 13133038
Farm Winery or Craft Distillery

3. Email: sales@caduceus.org

4. Mailing address: 80 Box 905 Jerome AZ 86331
Street Address City State Zip Code

5. Location of fair/festival: Main Street Clarkdale AZ 86304
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

Table with 4 columns: Date, Day of Week, Start Time AM/PM, End Time AM/PM. Row 1: 10/03/2015, Saturday, 12:00 pm, 10: pm

Please attach an additional sheet if necessary

SECTION 3 Site Owner Information:

1. Site owner name: Robyn Bauer (Made in Clarkdale) Daytime Contact Phone #: 928-300-1964
First Last
2. Site owner mailing address: PO Box 161 Clarkdale AZ 86324
Street address City State Zip Code
3. Email Address: Alicora bath@gmail.com
-

SECTION 4 To complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3? Yes No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1? Yes No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 4
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 6
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 7 # of Police Officers on Site Fencing Yes No
- 6 # of Security Personnel on Site Barriers Yes No
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02) Yes No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302) Yes No

SECTION 5 Licensed premises diagram. The licensed premises for your fair/festival is the area you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license identified in Section 1, line #2 of this application. Use this page to draw a diagram of your special event licensed premise. Please include dimensions of the premises, serving areas, fencing, barricades, or other control measures and security positions.

N ↑

see attached

SECTION 6 This section to be completed only by the applicant named in section #1

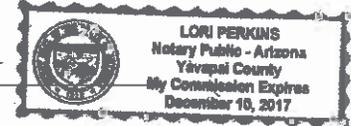
I, Magnard Keenan declare that I am the APPLICANT filing this application as listed in
(Print Full Name)
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

[Signature] Owner 928-649-9293
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 19 August 2015
Day Month Year

State Arizona County of Yavapai

My Commission Expires on: 12/10/17 [Signature]
Date Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

SECTION 7 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone #

FOR DEPARTMENT OF LIQUOR USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

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

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

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

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

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



Staff Report

- Agenda Item: **PRESENTATION BY DR. TIGHE, MINGUS UNION HIGH SCHOOL SUPERINTENDENT** – Presentation by Superintendent Dr. Tighe from Mingus Union High School.
- Staff Contact: Richard Dehnert, Vice Mayor
- Meeting Date: September 8, 2015
- Background: Dr. Tighe, Mingus Union High School Superintendent will make a presentation to Council.
- Recommendation: Presentation only, no action required.



Staff Report

Agenda Item: **PROPOSAL FOR PROFESSIONAL SERVICES TO DESIGN THE CLARKDALE MEMORIAL CLUBHOUSE ADA IMPROVEMENTS** – Discussion and consideration of a proposal from Architecture Works Green, INC. for the design of the Clarkdale Memorial Clubhouse ADA Improvements.

Meeting Date: September 8, 2015

Prepared By: Wayne Debrosky, Public Works/Utilities Director

Background: 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.

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). Following the evaluation criteria, outlined in the RFQ Packet dated May 2015, the Selection Committee ranked Architecture Works Green, Inc. the highest rated firm of the two SOQ submissions.

At the August 25, 2015 Town Council Meeting the Council unanimously approved the recommendation of the Town's Selection Committee for Architecture Works Green Inc. to design the Clarkdale Memorial Clubhouse ADA Improvements. Council also directed staff to enter into contract discussions with Architecture Works Green, Inc. to provide those services. The contract or agreement for professional services included in this Agenda Item is being brought before Town Council for review, discussion, and possible action.

The Agreement for Architectural/Engineering Services outlines the following services included in the base amount:

- Design Phase (includes schematic & design development phases)
- Construction Document Phase
- Bidding & Negotiating Phase
- Construction Phase

The design professional is required to provide a project cost estimate and estimate services required during the construction phase in order to price the services included in the base contract amount. The original project estimate and services required during the construction phase may change during the bidding and negotiating phase due to the bid amounts provided by the bidders. Any additional architectural services not covered in the base contract amount will, if needed, be covered under the contingency fund.

Recommendation: For Town Council to approve the proposal for Professional Engineering Services for the Clarkdale Memorial Clubhouse ADA Improvements Project between Architecture Works Green Inc. and the Town of Clarkdale in the base contract amount of \$35,500.00 with a \$2,500.00 contingency fund. The total contract amount not to exceed \$38,000.00. For Town Council to direct the Public Works/Utilities Director to issue a Notice To Proceed to Architecture Works Green, Inc. for the Clarkdale Memorial Clubhouse ADA Improvements Project.

TOWN OF CLARKDALE
PUBLIC WORKS DEPARTMENT
AGREEMENT FOR ARCHITECTURAL/ENGINEERING SERVICES

PROJECT NAME: Clarkdale Memorial Clubhouse ADA Improvements 2015

PROJECT NO: _____

AGREEMENT

THIS Agreement is entered into as of this 8th day of September, 2015, by and between the Town of Clarkdale, Arizona, a municipal corporation, hereinafter referred to as the "Town" and Architecture Works Green, Inc., the Consultant, hereinafter referred to as the "A/E."

FOR THE PURPOSE of providing professional architectural or engineering services for the Town of Clarkdale on the Memorial Clubhouse ADA Improvements Project hereinafter referred to as the "Project," the Town and A/E do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the A/E. In consideration of the mutual promises contained in this Agreement, the Town engages the A/E to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The A/E shall perform and carry out in a satisfactory and proper manner, as determined by the Town, the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work for this Project is set forth in **Exhibit A**. At a minimum, construction documents shall conform to the following standards: (i) all plans (of the same type) shall be drawn at the same scale; (ii) correct information shall be shown the least number of times; (iii) all plans shall have the same orientation; (iv) consistent terminology shall be used between the plans and specifications; (v) vague notes (such as "see architectural" or "see structural") shall be avoided and cross-references shall be specific; (vi) match line locations shall be consistent in all descriptions; and (vii) references to "by others" shall be avoided and specific responsibilities shall be set forth. Construction documents shall satisfy all applicable standards of the industry for complete documents. A/E shall take measures necessary to comply with this requirement prior to final submittal to the Town. Incomplete submittals and documents shall be completed by the A/E at its cost.

1.3 Responsibility of the A/E.

1.3.1 A/E hereby agrees that the specifications and Contract Documents prepared by A/E will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In

addition, and not as a limitation on the foregoing, such specifications and contract documents and all other documents prepared by A/E shall be prepared in accordance with professional architectural or engineering standards, as applicable. Any review or approval of said specifications and Contract Documents does not diminish these requirements.

- 1.3.2 The Town's construction budget for this Project is \$ 261,000 (less A/E fees) A/E shall tour the Project site to become familiar with the existing conditions, including utilities, prior to commencing the Services and notify the Town of any constraints associated with the Project site. During design, A/E shall maintain cost controls to deliver the Project within the construction budget. A/E shall complete the Schematic, Design Development, and Construction Documents, such that construction cost of the Project designed by A/E will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase is in compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears that the construction cost may exceed the construction budget, A/E shall immediately notify the Town. If the construction budget is exceeded, A/E shall "value-engineer" the Project at no additional cost to Town. As used herein, "cost of construction" shall mean the total cost or estimated cost to the Town of all elements of the Project designed or specified by A/E, but does not include the compensation of the A/E and the A/E's Sub-A/E or sub-consultants.
- 1.3.3 If the Town retains a Construction Manager (CM) for the Project, A/E shall cooperate with the CM during the design phase in the performance of constructability reviews and value engineering studies. A/E shall incorporate the CM's comments into the construction documents at no additional cost to the Town; provided however, that if A/E believes such comments should not be incorporated, A/E shall notify the CM of the reason the comments were not incorporated. Nothing in this paragraph shall authorize the CM to design the Project and A/E shall remain solely responsible for the design of the Project.
- 1.3.4 A/E shall perform the Services under this Agreement with the assistance of Computer-Aided Design Drafting (CADD) Technology. A/E shall deliver to the Town, on request, the tape and/or the electronic format (disc) and the name of the supplier of the software/hardware necessary to use the design file. In order to document exactly what CADD information was given to the Town, A/E and Town shall each sign a "hard" copy of reproducible documents that depict this information at that time. The Town agrees to release A/E from all liability, damages, and/or for claims that arise due to any changes made to this information subsequent to it being given to Town.
- 1.3.5 A/E shall procure and maintain during the course of this Agreement insurance coverage required in Section 4 of this Agreement.
- 1.3.6 A/E shall designate Reynold P. Radoccia, President/ Architect
1550 Abbey Road South, Clarkdale, AZ 86324 tel (928) 634-3349
email: rennie@architectureworks.net ■
as the Town's Project Manager and all communications shall be directed to this individual. Key A/E Personnel are set forth in Exhibit B. "Key Personnel" includes the A/E employee who will place his license number and signature on key documents and those employees who have significant responsibilities

regarding the Services and Project. Prior to changing such designation A/E shall first obtain the Town's approval.

1.3.7 A/E's subcontracts are set forth in **Exhibit B** attached hereto and made a part hereof. Any changes (i.e., addition, removal or replacement) to the list of Subcontractors on **Exhibit B**, shall require the Town's written approval prior to making any changes.

1.3.8 A/E shall obtain its own legal, insurance and financial advice regarding A/E's legal, insurance and financial obligations under this Agreement.

1.3.9 A/E shall provide the required reports on the progress of the Services and the design budget to the Town or, if a separate Construction Manager (CM) is retained by the Town, then such reports shall be provided to the CM. A/E shall coordinate its activities with the Town's representative and the CM, if any.

1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the A/E by placing at their disposal all available information concerning the Project site, including but not limited to, all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval from governmental authorities or other individuals. The Town agrees to obtain its own legal, insurance and financial advice the Town may require for the Project.

1.4.2 The Town shall provide A/E with the budget for the Project in order that preparation of the Contract Documents will be consistent with such budget.

1.4.3 The Town shall provide A/E with any of the Town's technical requirements, which shall be incorporated into the specifications and Contract Documents.

1.4.4 The Town designates Wayne Debrosky, Public Works/Utilities Director as its Project Representative. All communications to Town shall be through its Project Representative or Construction Manager (CM), if a CM is retained.

2. **CONTRACT TIME AND CONTRACT AMOUNT**

2.1 **Contract Time.** The contract timeframe and any applicable schedule of services are set forth in **Exhibit C**.

2.2 **Contract Sum.** All compensation for complete and satisfactory completion of services rendered by A/E, including its Sub-A/E(s), shall be set forth in **Exhibit D** and shall not exceed \$ 35,500.00 plus the contingency of \$2,500.00

2.3 **Method of Payment.** Method of payment shall be set forth in **Exhibit D**. If payment is to be made monthly, A/E shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES

- 3.1 **Change Orders.** The Town may, at any time, by written change order (see Exhibit E), make changes in the Scope of Work. If A/E believes a change in the Scope of Work has been ordered, A/E shall submit a request for a change order in writing within ten (10) days from the date of receipt by A/E of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by A/E will be allowed by Town except as provided herein; nor shall A/E provide any services or furnish any materials not covered by this Agreement unless the Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

- 4.1 **General.** A/E agrees to comply with all Town ordinances, state and federal laws and regulations. Without limiting any obligations or liabilities of A/E, A/E shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at the Town's option.
- 4.2 **No Representation of Coverage Adequacy.** By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect A/E. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve A/E from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 4.3 **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 4.4 **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- 4.5 **Primary Insurance.** A/E's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of the Town as an Additional Insured.
- 4.6 **Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past

completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

- 4.7 Waiver.** All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of A/E. A/E shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.8 Policy Deductibles and or Self Insured Retentions.** The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. A/E shall be solely responsible for any such deductible or self-insured retention amount. The Town, at its option, may require A/E to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.9 Use of Subcontractors.** If any Services under this Agreement are subcontracted in any way, A/E shall execute written agreement with Sub-A/E containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and A/E. A/E shall be responsible for executing the agreement with Sub-A/E and obtaining Certificates of Insurance verifying the insurance requirements.
- 4.10 Evidence of Insurance.** Prior to commencing any Services under this Agreement, A/E shall furnish Town with Certificate(s) of Insurance or formal endorsements as required by this Agreement, issued by A/E's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Clerk. If any of the above cited policies expire during the life of this Agreement, it shall be A/E's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- 4.10.1** The Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:
- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
 - b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
 - c. Excess Liability - Follow Form to underlying insurance.
- 4.10.2** All policies, except Workers' Compensation and Professional Liability, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by A/E under this Agreement.

- 4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

- 4.11.1 **Commercial General Liability:** A/E shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent A/E's, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 4.11.2 **Professional Liability:** A/E shall maintain Professional Liability insurance covering errors and Omissions arising out of the Services performed by A/E, or anyone employed by A/E, or anyone for whose acts, mistakes, errors and omissions A/E is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and A/E shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- 4.11.3 **Vehicle Liability:** A/E shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on A/E's owned, hired, and non-owned vehicles assigned to or used in the performance of the A/E's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 4.11.4 **Workers' Compensation Insurance:** A/E shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of A/E's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability

Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

To the fullest extent permitted by law, the A/E, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the A/E, its agents, employees or any tier of A/E's Subcontractors related to the Services in the performance of this Agreement. A/E's duty to defend, hold harmless and indemnify the Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by A/E's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the A/E, any tier of A/E's Sub-A/E or any other person for whose acts, errors, mistakes, omissions, Services the A/E may be legally liable including the Town. Such indemnity does not extend to the Town's negligence.

5.1 If any claim, action or proceeding is brought against the Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, A/E, at its sole costs and expense, shall pay, resist or defend such claim or action on behalf of the Town by attorney of A/E, or if covered by insurance, A/E's insurer, all of which must be approved by the Town, which approval shall not be unreasonably withheld or delayed. The Town shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, the Town may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the Town, which approval shall not be unreasonably withheld or delayed. If A/E neglects or refuses to defend the Town as provided by this Agreement, any recovery or judgment against the Town for a claim covered under this Agreement shall conclusively establish A/E's liability to the Town in connection with such recovery or judgment, and if the Town desires to settle such dispute, the Town shall be entitled to settle such dispute in good faith and A/E shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

- 6.1 Termination.** The Town may, by written notice to the A/E, terminate this Agreement in whole or in part with seven (7) days notice, either for the Town's convenience or because of the failure of the A/E to fulfill his contract obligations. Upon receipt of such notice, the A/E shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the A/E in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the A/E in the event of substantial failure by the Town to fulfill its obligations.
- 6.2 Payment to A/E Upon Termination.** If the Agreement is terminated, the Town shall pay the A/E for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the A/E for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Sub-A/E or supplier shall be notified by the A/E of the A/E's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Records Maintenance, Retention and Audit

1. Pursuant to A.R.S. §35-214, A/E and its Sub-A/Es or subcontractors shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the contract and other related project(s), and shall make such materials available at any reasonable time and place during the term of the Agreement related project(s) and for five (5) years from the date of final payment to the A/E or from the date the Town sends notification that the Agreement has been completed to the satisfaction of the Town. Documents shall be retained for auditing, inspection and copying upon ADOH's, FHWA's or the Town's request, or any other authorized representative of the Federal Government.
2. Pursuant to A.R.S. §35-215, A/E and its Sub-A/Es or subcontractors with intent to defraud, deceive, improperly influence, obstruct or impair an audit being conducted or about to be conducted in relation to any Agreement or subcontract with the Town is guilty of a class 5 felony.
3. In case of an audit and A/E has failed to retain records in accordance with the applicable contract provision, it shall be presumed that the documents would not have supported A/E's position. Therefore, failure to retain such records shall result in A/E being required to pay the Town for liquidated damages of up to 25% of the contract budget. A/E may also be disqualified from submitting future RFQs as the Town deems appropriate.
4. Upon completion and final closeout of the Agreement, the physical/paper or electronic contract files and any supporting materials shall be maintained in

accordance with The Town's Records Retention/Destruction policy and schedules or Arizona State Record Retention Center Records Retention/Destruction Policy and Schedules.

- 7.3 Ownership of Document and Other Data.** Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the A/E; however, any reuse without written verification or adaptation by A/E for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated herein will entitle A/E to further compensation as agreed upon between the parties.
- 7.4 Litigation.** Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.
- 7.5 Independent A/E.** A/E shall be an independent A/E and not an agent of the Town and shall direct and supervise the services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the A/E.
- 7.6 Exclusive Use of Services - Confidentiality.** The services agreed to be provided by A/E within this Agreement are for the exclusive use of the Town and A/E shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.
- 7.7 Sole Agreement.** There are no understandings or agreements except as herein expressly stated.
- 7.8 Caption.** Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.
- 7.9 Time is of the Essence.** The timely completion of the Project is of critical importance to the economic circumstances of the Town.
- 7.10 Notices.** Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

Public Works/Utilities Director
Town of Clarkdale
P.O. Box 308
Clarkdale, Arizona 85324

A/E:

Reynold P. Radoccia, Principal
Architecture Works Green, Inc.
1550 Abbey Road South
Clarkdale, AZ 86324

The address may be changed from time to time by either party by serving notices as provided above.

7.11 Controlling Law. This Agreement shall be governed by the laws of the State of Arizona.

7.12 Dispute Resolution. The Town's dispute escalation levels shall be utilized to resolve any disputes during the course of this Agreement. It is the Town's intent to resolve disputes at the lowest level possible. If agreement cannot be reached at that level, then the matter is escalated to the next higher level of management.

The decision of the mediator is final. Failure to agree at any level constitutes escalation to the next level.

Failure by A/E to utilize the Town's escalation process shall constitute a waiver of any claims for additional compensation or any other relief by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. The Town may order A/E, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate for the convenience of the Town.

8.2 Adjustment to Contract Amount. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the A/E, or (2) for which a change order is executed.

9. INTERESTS AND BENEFITS

9.1 Conflict of Interest of A/E. The A/E covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The A/E further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

- 9.3 Non-Solicitation.** A/E agrees that it has not employed or retained any company or person, other than a bona fide employee working for A/E, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this clause, the Town may terminate this Agreement without liability, or, in its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingency fee.
- 9.4 Term of Agreement dictates length of time to cancel Notice Regarding A.R.S. §38-511.** Under Section 38-511, Arizona Revised Statutes (A.R.S.), as amended, the Town may cancel any Agreement it is a party to within three (3) years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. In the event the Town elects to exercise its rights under A.R.S. §38-511, as amended, the Town agrees to immediately give notice thereof to the A/E.
- 9.5 Compliance requirements for A. R. S. §41-4401 FEDERAL IMMIGRATION AND NATIONALITY ACT**

The Agreement Section 9.5 should be revised to reflect the detailed E-Verify requirements including sanctions for noncompliance. Therefore, this Section should have the following language or contain similar language as noted below:

- 1. General:** The A/E understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, the A/E hereby warrants to the Town that the A/E and each of its Sub-A/E or subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter (Immigration Warranty)). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the A/E to penalties up to and including termination of this Agreement at the sole discretion of the Town.

The provisions of this Section must be included in any Agreement the A/E enters into with any and all of its Sub-A/E or subcontractors who provide services under this Agreement or any subcontract. Services are defined as furnishing labor, time or effort in the State of Arizona by the A/E or its Sub-A/E or subcontractors.

- 2. Compliance Verification:** The Town retains the legal right to inspect the papers of any A/E or its Sub-A/E or subcontractor's employee who works on this Agreement to ensure that the A/E or its Sub-A/E or subcontractor is complying with the immigration Warranty. The A/E agrees to assist the Town in regard to any such inspections. The Town may, at its sole discretion, conduct random verification of the employment records of the A/E and any of Sub-A/E or subcontractors to ensure compliance with the Immigration Warranty. The A/E agrees to assist the Town in regard to any random verification(s) performed.

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

3. **Sanctions for Noncompliance:** For purposes of this paragraph, noncompliance refers to either the A/E or its Sub-A/E or subcontractors' failure to follow the immigration laws or to the A/E's failure to provide records when requested. At a minimum, the Town will reduce the A/E's compensation by \$10,000 for the initial instance of noncompliance by the A/E or its Sub-A/E or subcontractors. If the same A/E or Sub-A/E or subcontractor is in noncompliance within two years from the initial noncompliance, the A/E's compensation will be reduced by a minimum of \$50,000 for each instance of noncompliance. The third instance by the same A/E or Sub-A/E or subcontractors within a two-year period may result, in addition to the minimum \$50,000 reduction in compensation, in removal of the offending A/E or Sub-A/E or subcontractors, suspension of work in whole or in part or, in the case of a third violation by the A/E, termination of the Agreement for default.

In addition, the Town may debar the A/E or Sub-A/E or subcontractor who is in noncompliance three times within a two-year period for up to one year. For purposes of considering debarment: (1) noncompliance by a Sub-A/E or subcontractor does not count as a violation by the A/E, and (2) the Town will count instances of noncompliance on other Town contracts.

The sanctions described herein are the minimum sanctions; in case of major violations the Town reserves the right to impose any sanctions up to and including termination and debarment, regardless of the number of instances of noncompliance.

Any delay resulting from noncompliance verification or a sanction under this subsection is a non-excusable delay. The A/E is not entitled to any compensation or extension of time for any delays or additional costs resulting from compliance verification or a sanction under this Section.

Examples of minimum sanctions under this paragraph are presented in the following table:

Offenses by:			Minimum Reduction in Compensation
A/E	Sub-A/E A	Sub-A/E B	
First			\$10,000
	First		\$10,000
Second	Second		\$50,000
		First	\$10,000
Third	Third		\$50,000 *

* May, in addition, result in removal and debarment of the Sub-A/E.

9.6 Legal Arizona Workers Act Compliance.

- a. A/E hereby warrants that it will, at all times during the term of this contract, comply with all federal immigration laws applicable to A/E'S employment of its employees, and with the E-Verify requirements of A.R.S. §23-214 (A) (together the "State and Federal Immigration Laws"). A/E shall further ensure that each Sub-A/E who performs any work for A/E under this contract likewise complies with the State and Federal Immigration Laws.
- b. A/E agrees and warrants that the Town shall have the right at any time to inspect the books and records of A/E and any Sub-A/E in order to verify such party's compliance with the State and Federal Immigration Laws. A/E agrees that any act by the A/E or Sub-A/E that results in the impediment or denial of access of the books and records of A/E or Sub-A/E shall be a material breach of the contract on the part of the A/E.
- c. Nothing herein shall make A/E or Sub-A/E an agent or employee of the Town. Nothing herein shall act to establish privity of contract between the Town and any Sub-A/E. Any breach of A/E'S or any Subcontractors warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting A/E to penalties up to and including suspension or termination of this contract. If the breach is by a Sub-A/E, and the subcontract is suspended or terminated as a result, A/E shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Sub-A/E (subject to Town approval) as soon as possible so as not to delay project completion and at no additional expense to the Town. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of A/E.
- d. A/E shall advise each Sub-A/E of Town's rights and the Subcontractors obligations under this Article by including a provision in its contract with each Sub-A/E the following provision:

Sub-A/E hereby warrants that it will, at all times during the term of this contract, comply with all federal immigration laws applicable to Subcontractor's employees and with the E-Verify requirements of A.R.S. §23-214(A). Sub-A/E further agrees that the Town may inspect the Subcontractor's books and records to ensure that Sub-A/E's are in compliance with these requirements. Any breach of this paragraph by Sub-A/E will be deemed to be a material breach of this contract subjecting Sub-A/E to penalties up to and including suspension or termination of this contract.

9.7 Scrutinized Business Operation.

Pursuant to A. R. S. §35-391.06 and §35-393.06, each party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A. R. S. §35-391 and/or §35-393, as applicable. If any party determines that another party submitted a false certification, that party may impose remedies as provided by law including termination of this Agreement.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. ASSIGNABILITY

A/E shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto; provided, however, that claims for money due or to become due to the A/E from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Town.

11. FEDERAL DEBARMENT AND SUSPENSION

1. By signature on this Agreement, the A/E certifies its compliance, and the compliance of its Sub-A/E or subcontractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - b) Does not have a proposed debarment pending;
 - c) Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and
 - d) Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years as specified by 49 CFR paragraph 29.305(a).
2. Where the A/E or Sub-A/E or subcontractors is unable to certify to the statement in 1(a) above, the A/E or its Sub-A/E or subcontractors shall be declared ineligible to enter into Agreement or participate in the Project.
3. Where the A/E or Sub-A/E is unable to certify to any of the statements as listed in Sections 1 (b), (c) or (d) above, the A/E or Sub-A/E shall submit a written explanation to the Town. The certification or explanation shall be considered in connection with the Town's determination whether to enter into Agreement.
4. The A/E shall provide immediate written notice to the Town if at any time the A/E or any of its Sub-A/E or subcontractors, present or future, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

12. ANTI-LOBBYING AND DISCLOSURE

The A/E certifies, by signing and submitting the RFQ, to the best of his/her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any state or federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. The A/E also agrees, by submitting its RFQ that it shall require that the language of this certification be included in subcontracts with all Sub-A/E's and lower-tier Sub-A/E's which exceed \$100,000 and that all such Sub-A/E and lower-tier Sub-A/E shall certify and disclose accordingly.
5. The Town shall keep the firm's certification on file as part of their original RFQ. The A/E shall keep individual certifications from all Sub-A/E's and lower-tier Sub-A/E's on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.
6. Disclosure forms for the A/E and its Sub-A/E's and lower-tier Sub-A/E's shall be submitted to Town Public Works/Utilities Director at the date the RFQs are due, when said shall file revised disclosure forms at the end of each calendar year quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. The Disclosure forms shall be submitted by Town Public Works/Utilities Director to the FHWA for further processing.

13. NONDISCRIMINATION

- a. A/E is required to comply with Executive Order 75-5, "Non-discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Agreement.
- b. The A/E is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405 (b) are made applicable by reference and are hereinafter considered a part of this Agreement.
- c. The A/E is required to comply with the provisions of Executive Order 11246,

entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41-CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Agreement.

- d. The A/E shall post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to insure and maintain a working environment free of harassment, intimidation and coercion."

14. AFFIRMATIVE ACTION - For Federal Contracts

The A/E shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this Agreement:

1. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
2. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
5. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

15. ENVIRONMENTAL PROTECTION

(This provision applies if the contract exceeds \$100,000. It also applies to Federal-Aid Contracts only)

The A/E is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. E.P.A. Assistant Administrator for Enforcement (EN-329).

16. PERFORMANCE EVALUATIONS

The A/E's performance shall be evaluated periodically in accordance with the schedule set forth in this Agreement.

17. SIGNATURE PAGE

WITNESS WHEREOF, the Town and the A/E have executed this Agreement as of the date first written.

TOWN OF CLARKDALE

By: _____
Meyor

Print Name: _____

Date: _____

ATTEST:

Town Clerk

Print Name: _____

Date: _____

APPROVED AS TO FORM:

Town Attorney

Print Name: _____

Date: _____

ARCHITECTURAL/ENGINEERING FIRM

By: Reynold P. Radoccia

Print Name: Reynold P. Radoccia, Principal

Date: September 1, 2015

**TOWN OF CLARKDALE
PUBLIC WORKS DEPARTMENT
AGREEMENT FOR ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT EXHIBITS**

- Exhibit A SCOPE OF WORK**
- Exhibit B A/E KEY PERSONNEL AND SUBCONTRACTORS**
- Exhibit C SCHEDULE OF WORK**
- Exhibit D COMPENSATION TYPE AND PAYMENT SCHEDULE**
- Exhibit D Attachment 1 COMPENSATION**
- Exhibit E CHANGE ORDER**
- Exhibit F SOQ PROPOSAL CERTIFICATION FORM**
- Exhibit G CONSULTANT FIRM INFORMATION PAGE**

EXHIBIT A

**SCOPE OF WORK
CLARKDALE MEMORIAL BUILDING ADA IMPROVEMENTS**

BASIC ARCHITECTURAL SERVICES:

The Architect's Basic Services shall be performed in Four (4) Phases as noted below:

Design Phase (includes schematic & design development phases).....35% of the Total Fee

- Kick-Off Meeting with the Town Staff to review the project program strategies, schedule, procedures, funding and any other project requirements.
- Research into Federal, State and Local Codes and Ordinances including the latest ADA Codes (verify ANSI A117.1-2009 ADA Code and the Existing Building Code-2012 are the codes that the Town of Clarkdale has adopted). Verify with the Fire District the requirements for fire sprinklers or a fire alarm system.
- Assist the Town in securing an Asbestos and Lead Paint Survey (if one has not been done). It will be the Town's responsibility to have any abatement completed before construction begins. The Architect shall review the survey findings and advise the Town, if required. The cost of a survey and any abatement shall be paid for by the Town and is not part of the Architect's fee or services.
- As-Built Survey and Drawings of the existing Auditorium Exterior Entry and Interior Entry and surrounding area, the Auditorium, Ladies Lounge and Men's Lounge (areas affected by this project's scope of work only).
- Photograph these existing conditions.
- Conduct one (1) set of interviews with the Town Staff and other related personnel to prepare the Project Program. Document the interviews and have the Town approve these minutes before proceeding with the Project Program.
- Research product materials for likeness with similar historical character.
- Prepare the Project Program for review and approval by the Town.
- Prepare Preliminary Design Drawings including any design alternatives for review and approval by the Town.
- Prepare Design Drawings including Project Data, Floor Plans, Exterior Elevations, Interior Elevations, the Auditorium ADA Entry including the new ADA Exterior Ramp and ADA Entry Doors. The Design Drawings shall indicate the new improvements in each area, mechanical, plumbing, electrical changes and building materials. Includes 1 initial site visit for the Mechanical and Electrical Engineer.
- Prepare a Project Cost Estimate to meet the Project Budget.
- Present the Design Drawings to the Design Review Board or the Town Council *if required*.
- Upon approval from the Town the Architect shall proceed with the Construction Document Phase.

Construction Document Phase45% of the Total Fee

- Prepare Construction Documents and Specifications for the Auditorium, Ladies Lounge and Men's Lounge ADA Improvements, the Auditorium ADA Entry Ramp and ADA Entry Doors. The construction documents will include all the required architecture, mechanical/plumbing engineering, electrical engineering and structural engineering (if required shall be an additional service).
- Meet with the Town Staff and review the Construction Documents at 75% complete for comments, revisions and approval.
- Update the Project Cost Estimate to insure the Project Budget is met.
- Upon approval from the Town the Architect shall proceed with the Bid Negotiating Phase.

Bidding and Negotiating Phase05% of the Total Fee

- Submit the Construction Documents to the Town of Clarkdale Building Department for Building Permits.
- Assist the Town of Clarkdale in publicly bidding the project.
- Attend a Pre-Bid Meeting.
- Respond to the Contractor questions.
- Prepare addendums if required.
- Assist the Town in selecting the lowest, most qualified bidder.
- Review the Construction Contract.
- Secure the Building Permit.
- Issue the Notice to Proceed to the Contractor.

Construction Phase15% of the Total Fee

- Attend a Pre-Construction Meeting.
- Respond to informal Contractor and Owner questions.
- Respond to RFI's.
- Prepare ASIs, PRs & CORs.
- Review any Change Orders.
- Attend regular Construction Meetings and review Meeting Minutes (maximum of 12 site visits/meetings).
- Prepare Field Reports with photographic documentation (maximum of 12 reports).
- Prepare 1 (one) Punch List for Substantial Completion and issue a Substantial Completion Form.
- Prepare 1 (one) Punch List for Final Completion and issue a Final Completion Form.

Note: Architect anticipates a construction time frame of 4 months from the Notice to Proceed to Substantial Completion.

PROJECT CONTINGENCY:

The Town and the Architect have agreed on the following contingency items:

1. The discovery and redesign for unforeseen or hidden items discovered within the existing building.
2. Due to the public construction bid requirement by the Town the Architect may have additional time in the Bidding Phase of this project. This may also include additional value engineering and estimating.

ADDITIONAL ARCHITECTURAL SERVICES:

These are services that are in addition to the Architect's Basic Services and Contingency stated above and maybe required by the project parameters and or the Town.

- Construction Site Visits/Meetings beyond those specifies in Basic Services.
- Preparation of Field Reports beyond those specified in Basic Services.
- More than one (1) Punch list for Substantial Completion and one (1) Punch list for Final Completion.
- As-Built surveys and drawings of the Clarkdale Memorial Clubhouse other than those specified in Basic Services.
- Structural Engineering (if required).
- Interior Design and Color Selections.
- Landscape Design.
- Environmental or Historical Surveys or testing that may be required.

- Providing additional or extended services during construction made necessary by a) defective work by the Contractor; b) prolongation of the construction contract by more than 30 days provided the prolongation is no fault of the Architect; c) default of the construction contract due to insolvency or delinquency.
- Making revisions to the contract documents due to changes initiated by the Owner.
- Providing services in evaluating substitutions proposed by the Contractor once under construction, including drawing revisions.
- Providing services of the A/E team other than provided in Basic Services.

PROJECT BUDGET:

- The Architect understands that this project has a total budget of \$261,000.00 for architecture/engineering fees and construction.

Note: The scope of work for this Project does not include any improvements to the following:

1. *Auditorium and Stage other than the new exterior entry & interior entry and new toilets.*
2. *Ladies Lounge and Kitchen, other than the new toilet.*
3. *Reading Room.*
4. *Men's Lounge, other than the new toilets.*

END EXHIBIT A

EXHIBIT B

A/E KEY PERSONNEL AND SUBCONTRACTORS

A/E KEY PERSONNEL:

ARCHITECT:

Architecture Works Green, Inc.
1550 Abbey Road South
Clarkdale, AZ 86324
Tel (928) 634-3349 Fax (928) 634-3131
email: info@architectureworks.net
Reynold P. Radoccia A.I.A. LEED AP BD+C - Principal/ Architect
Jason Federbush, R.A. - Architect 2
Nadia Begin - Intern Architect
Pam Morris - Clerical

MECHANICAL/ PLUMBING ENGINEERING:

Case Engineering, Inc.
2605 N. Crescent Drive
Flagstaff, AZ 86001
phone: (928) 214-0483
email: CEI@npgcable.com
Richard D. Case, P.E. - Mechanical and Plumbing Engineer

ELECTRICAL ENGINEERING:

Tuley Engineering Professionals
809 W. Maryland Avenue
Phoenix, AZ 85013
(602) 997-4499
email: don@tuleyeng.com
Donald A. Tuley, P.E. - Electrical Engineer

STRUCTURAL ENGINEERING (if required):

Hubbard Merrell Engineering
1623 N. First Street, Suite 201
Flagstaff, AZ 86004
phone: (928) 526-6174
email: dave@hubbardmerrell.com
David S. Merrell, P.E., M.L.S.E. - Structural Engineer

EXHIBIT C

SCHEDULE OF WORK

Promptly after the execution of this Agreement, the A/E shall prepare and submit for approval to the Town a Schedule of Work showing the order in which A/E proposes to carry out A/E's work. The schedule shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. A/E shall update the Schedule of Work on a monthly basis and deliver three (3) copies to the Town along with the monthly billing.

1. A/E contract services shall start on Wednesday, September 16, 2015 (or earlier if approved by the Town).
2. A/E shall complete all work and services required under the Design Services within 30 calendar days after receipt of a written authorization from the Town to proceed.
3. A/E shall complete all work and services required under Construction Document within 45 calendar days after receipt of a written authorization from the Town to proceed. Excluded from this duration is the time associated with the construction document back-check stage.
4. A/E shall proceed with all work and services required under the Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by the Town.

The durations stated above exclude the review periods required by the Town and all other regulatory agencies.

All time frames to complete the tasks set forth in this Exhibit are of the essence. If delays in schedules are imposed by the Town's inability to comply with requested meeting schedules, A/E shall maintain the right to request an adjustment in the Scope of Work schedule if deemed necessary to meet the time frames set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the Town.

EXHIBIT D

COMPENSATION TYPE AND PAYMENT SCHEDULE

See Exhibit D Attachment 1 for
Compensation and Payment Schedule.

A. Compensation

1. The Compensation Type for this contract is Lump Sum.
2. The consideration of payment to A/E, as provided herein, shall be in full compensation for all of A/E's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
3. Such amount shall be based upon the Schedule attached hereto. [ATTACH A/E's FEES AND PAYMENT SCHEDULE]

B. Method of Payment

1. Invoices shall be on a form accepted by the Town or in standard AIA billing format and shall be submitted in duplicate to the Town's authorized representative.
2. Upon receipt and approval of A/E's invoices, the Town agrees to make payments within thirty (30) days of receipt of accurate, complete and substantiated (i.e., with supporting documentation) invoice as follows:

Phase

Percentage of Fee

C. Reimbursable Costs

A/E will be reimbursed for expenses up to a maximum amount of \$_____. The items allowable for reimbursement are as follows:

1. Transportation Cost
Mileage associated with Project, but not to/from Project site (commute mileage) at _____ cents per mile. Any out-of-state travel must receive the written prior approval from the Town.
2. Administrative Costs, such as:
 - a. Printing Costs - as required by the contract
 - b. Cost of long distance telephone
 - c. Postage, UPS, Federal Express, etc.
 - d. Faxes at \$_____ per page
 - e. Other costs as necessary with written approval from Town

All reimbursable costs must be submitted monthly.

EXHIBIT D, ATTACHMENT 1

**COMPENSATION
CLARKDALE MEMORIAL BUILDING ADA IMPROVEMENTS**

Architect's Fee for Basic Services:

The Architect's fee for Basic Services shall be charged as a Lump Sum of **Thirty Five Thousand Five Hundred Dollars (\$35,500)** including Reimbursable Expenses.

Design Phase (includes schematic & design development phases).....35% of the Total Fee

- Eleven Thousand Three Hundred and Seventy Five Dollars (\$11,375)

Construction Document Phase45% of the Total Fee

- Fourteen Thousand Six Hundred and Seventy Five Dollars (\$14,625)

Bidding and Negotiating Phase05% of the Total Fee

- One Thousand Six Hundred and Twenty Five Dollars (\$1,750)

Construction Phase15% of the Total Fee

- Four Thousand Eight Hundred and Seventy Five Dollars (\$4,875)

Total Architectural Fee.....100% of the Total Fee

- Thirty Two Thousand Five Hundred Dollars (\$32,500)

Total Reimbursable Expenses....."Not to Exceed"

- Three Thousand Dollars (\$3,000)

Contingency Fee:

The Town and the Architect have agreed on a **Two Thousand Five Hundred Dollar (\$2,500) contingency fee** for the following items:

1. The discovery and redesign for unforeseen or hidden items discovered within the existing building.
2. Due to the public bid requirement for the construction by the Town the Architect may have additional time in the Bidding Phase of this project. This may also include additional value engineering and estimating.
3. The Town has agreed to pay the Architect for any additional time spent performing these services.

Architect's Fee for Additional Services:

Architect's Additional Services to be billed at our Standard Hourly Rates as described below and are fees beyond Basic Services and the Contingency stated above.

- Principal Architect\$140/ hour
- Architect 2\$120/ hour
- Architect 2 Drafting\$90/ hour
- Intermediate Intern Architect....\$80/ hour

- Interior Design/Color Selection\$125/ hour
- Landscape Design.....\$100/hour
- Clerical.....\$50/hour
- ConsultantsConsultants' hourly rates

Payment Schedule:

Architect shall bill the Owner on a monthly basis, based on the amount of work completed to date. **Payment is due within thirty (30) days of receipt of the invoice.** Balances that are not received within thirty (30) days shall be charged interest in the amount of 1.50% compounded monthly.

Reimbursable Expenses:

These are expenses that are paid in addition to the Architectural Fee and shall be billed monthly. Reimbursable Expenses shall not exceed \$3000.00

- | | |
|--|---------------|
| 1. Photocopies and Laser Prints.... 8 1/2" x 11..... | \$0.15 each |
| 2. Sticky Backs 8 1/2" x 11..... | \$3.00 each |
| 3. Plot Copies 24" x 36"..... | \$3.00 each |
| 4. Plot CAD Drawings Bond 24" x 36"..... | \$6.50 each |
| 5. Plot CAD Drawings Bond 11" x 17"..... | \$3.50 each |
| 6. Color Plots 8 1/2" x 11"..... | \$1.00 each |
| 7. Color Plots 11" x 17"..... | \$3.50 each |
| 8. Color Plots 24" x 36"..... | \$7.50 each |
| 9. Digital Photos & Processing | \$0.35 each |
| 10. Document Binding & Covers | \$25.00 each |
| 11. CD's or Thumb Drives | \$15.00 each |
| 12. A.I.A. Contract Documents..... | \$25.00 each |
| 13. Mileage (beyond the Verde Valley)..... | 0.60 per mile |
| 14. Postage/Freight | cost + 10% |
| 15. Permit Fees..... | cost + 10% |
| 16. Misc. Reimbursable Expenses | cost + 10% |

Note: The Architect shall provide digital files of all design and construction documents to the Town and Contractor and shall not print multiple hard copies of these drawings for review, bidding or construction purposes (2 sets of Design Documents, 2 sets of Bid Documents and 2 sets of Construction Documents/Specifications). If that is a requirement of the Town, those printing costs will be in addition to the "not to exceed" price quoted above. Included in the Reimbursable Expenses are project production printing, final design, construction documents, specifications and 2 sets for building department submittals. Also Site Inspections by the MP & E & Structural Engineers, if required, shall be in addition to the not to exceed price above.

Insurance: (also see contract paragraph 4.11 Required Insurance)

1. During the required term and at all times that Architect performs services for Town, the Architect shall maintain in full force and effect, at Architect's expense, insurance coverage to include:
- (a) Workers' Compensation coverage, as required by law.
 - (b) Employer's Liability coverage, with policy limits of \$500,000.
 - (c) Professional Liability (errors and omissions) insurance of \$1,000,000 per claim per policy year, \$2,000,000 aggregate per policy year.
 - (d) General Liability with personal injury limits of at least \$2,000,000 and Automobile coverage (owned, non-owned, and hired), with a combined single limit of \$1,000,000.
 - (e) The Town of Clarkdale at 890 Main Street, Clarkdale AZ 86324 shall be listed as an additional insured and certificate holder.

END EXHIBIT D, ATTACHMENT 1

EXHIBIT E

CHANGE ORDER NO.: _____

Distribution:

TOWN

A/E

CM (If any)

OTHER

PROJECT: Clarkdale Memorial Clubhouse
 ADA Improvements 2015
OWNER: Town of Clarkdale
A/E: _____

DATE: _____

AGREEMENT DATED: _____

CHANGES: The Agreement is changed as follows due to:

Select the type of Change Order:

I. FUNDING CHANGE:

Original Contract Amount \$ _____
Net change by previously authorized Change Orders \$ _____
Compensation prior to this Change Order \$ _____
Compensation increase by this Change Order \$ _____
New/Adjusted Contract Amount including this Change Order \$ _____

II. TIME EXTENSIONS:

Original number of days to complete the contract _____ days
Time extension requested _____ days
Total cumulative days to complete the contract _____ days

ACCEPTANCE STATUS: Not valid until signed by both Town and A/E.

A/E
Name: _____
Date: _____

Town of Clarkdale
Name: _____
Date: _____

EXHIBIT F

SOQ PROPOSAL CERTIFICATION FORM

Firm Name: Architecture Works Green, Inc.

Please read the twelve (12) statements below. The statements are to ensure Firms are aware and in agreement with Federal and State guidelines related to the award of this contract. Firms must submit the specific Certification form attached to each SOQ advertised, as revisions to the form may occur from time to time. Failure to sign and submit the Certification Form specified in this SOQ with the SOQ proposal will result in the SOQ proposal being rejected. Submission of the SOQ by the Firm certifies that to the best of its knowledge:

1. The Firm and its sub-contractors have not engaged in collusion with respect to the contract under consideration.
2. The Firm, its principals and sub-consultants have not been suspended or debarred from doing business with any government entity.
3. The Firm's signature on any SOQ proposal or contract constitutes an authorization to the Town of Clarkdale to ascertain the eligibility of the firm, its principals and sub-consultants to enter into contract with the Town of Clarkdale and with any other governmental agency.
4. The Firm's Project Team members are employed by the Firm on the date of submittal.
5. All information and statements written in the proposal are true and accurate and that the Town of Clarkdale reserves the right to investigate, as deemed appropriate, to verify information contained in proposals.
6. Key members of the Project Team, including sub-consultants, are currently licensed to provide the required services as requested in the SOQ package.
7. Work, equating at least 51% of the contract value, shall be completed by the Firm unless otherwise specified in the SOQ or contract.
8. No Federally appropriated funds have been paid or shall be paid, by or on behalf of the Firm for the purpose of lobbying.
9. The Firm understands that it is required to have a compliant accounting system, in accordance with generally accepted accounting principles (GAAP), Federal Acquisition Regulation (FAR) Part 31, applicable Cost Accounting Standards (CAS).
10. If a project is funded with Federal Aid funds, the Firm affirmatively ensures that in any subcontract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals/bids in response to this invitation and shall not be discriminated against on the grounds of race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.
11. The Firm will utilize all Project Team members and sub-consultants, if applicable, submitted in the SOQ, and will not add other Project Team members or sub-consultant sub-consultants, unless the Firm has received prior written approval from the Town of Clarkdale.
12. If selected, the Firm is committed to satisfactorily carry out the Firm's commitments as detailed in the contract and its SOQ proposal.

I hereby certify that I have read and agree to adhere to the twelve (12) statements above and/or that the statements are true to the best of my knowledge as a condition of award of this contract (must be signed by a principal of the firm).

Print Name: Reynold P. Radoccia

Date: 8-3-15

Signature: 

Individual's Title: Principal/ Architect

EXHIBIT G

CONSULTANT FIRM INFORMATION PAGE

CONTRACT NO.: _____
CONTACT PERSON: Reynold P. Radoccia, A.I.A. LEED-AP B D + C
E-MAIL ADDRESS: rennie@architectureworks.net
CONSULTANT FIRM: Architecture Works Green, Inc.
ADDRESS: 1550 Abbey Road South

CITY, STATE ZIP: Clarkdale, AZ 86324
TELEPHONE: (928) 634-3349
FAX NUMBER: (928) 634-3131
AFFIRMATIVE ACTION FILED WITH ADOT _____

SUB-consultant(S)	TYPE OF WORK	AZ CERTIFICATION/ LICENSES
Richard D. Case P.E.	Mechanical/ Plumbing Engr.	PE 26904
Donald A. Tuley, P.E.	Electrical Engineer	PE 32861
David S. Merrell, P.E., M.L.S.E.	Structural Engineer	SE 44773
Reynold P. Radoccia AIA LEED-AP BD +C	Architect	Arch 14372
Jason D. Federbush RA	Architect	Arch 37127



Staff Report

Agenda Item: **REPORT REGARDING THE 2015 LEAGUE OF ARIZONA CITIES AND TOWNS ANNUAL CONFERENCE** – Discussion regarding information gathered at the 2015 League of Arizona annual conference.

Sponsored By: Mayor Doug Von Gausig

Staff Contact: Gayle Mabery, Town Manager

Meeting Date: September 8, 2015

Background: Mayor Von Gausig, Vice Mayor Dehnert and Councilmembers Regner and Buckley attended the 2015 League of Arizona Cities and Towns Annual Conference. Town Manager Mabery and Community Services/Human Resources Director Janet Perry also attended the conference which was funded by taking advantage of cancellations from two communities which could not get the conference fees refunded. This is an informational discussion with the Council relating to the information they received and the sessions they attended during the conference.

Recommendation: This is discussion only, no action is required.