



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

**Tuesday, June 14, 2016 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, June 14, 2016, 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 June 9, 2016 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 Strategic Planning meeting held on April 29, 2016, Regular Meeting held May 10, 2016 and Special Meeting May 24, 2016.
 - B. **Claims** - List of specific expenditures made by the Town during the previous month. May, 2016 check log and PPE dated May 30, 2016, May 14, 2016 and May 24, 2016.
 - 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 May 25, 2016
Design Review Board minutes of the meeting held May 4, 2016
Planning Commission minutes of the meeting held May 17, 2016
 - 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 Made in Clarkdale’s event to be held on Friday, June 24, 2016 and Friday, July 29, 2016 from 6:00 p.m. – 9:00 p.m. at 1000-900 Main Street, Clarkdale, AZ.
 - E. **Resolution Making Appointments to the Municipal Property Corporation** – Approval of Resolution # **1518**, amending Resolution # **1498**, making appointments to the Municipal Property Corporation.

NEW BUSINESS

5. **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CLARKDALE AND THE VERDE VALLEY FIRE DISTRICT FOR FIRE CODE ENFORCEMENT** – Discussion and possible action regarding the execution of an Intergovernmental Agreement (IGA) with the Verde Valley Fire District for Fire Code Enforcement.
6. **LEASE AGREEMENT FOR CLARKDALE FIRE STATION** – Discussion and possible action regarding the execution of a Lease Agreement between Town of Clarkdale and the Verde Valley Fire District for the Clarkdale Fire Station located at 895 1st South Street in Clarkdale, AZ.

7. **CLARKDALE HISTORICAL SOCIETY AND MUSEUM MASTER LOAN AGREEMENT WORKSESSION** – A worksession with the Clarkdale Historical Society and Museum to discuss their Master Loan Agreement with the Town.
8. **SR 89A FOCUS AREA MASTER PLAN** - Discussion/possible action regarding the SR 89A Focus Area Master Plan.
9. **REVISED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CLARKDALE AND THE STATE OF ARIZONA** – Discussion and possible action regarding the Revised Intergovernmental Agreement (IGA) – Safe Routes to Schools (SRTS) between the Town of Clarkdale and the State of Arizona.
10. **FUTURE AGENDA ITEMS** - Listing of items to be placed on a future council agenda
11. **ADJOURNMENT**

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

**Minutes of a Special Session of the Common Council of the Town of Clarkdale
Held on Friday, April 29, 2016**

A Special Meeting of the Common Council of the Town of Clarkdale was held on Friday, April 29, 2016 at 9:00 a.m. at the Clarkdale Town Hall Community Conference, 39 N. Ninth Street, Clarkdale, Arizona.

CALL TO ORDER – Meeting was called to order at 9:00 a.m. by Mayor Von Gausig.

Town Council:

Mayor Doug Von Gausig
Vice Mayor Richard Dehnert

Councilmember Scott Buckley
Councilmember Curtiss Bohall
Councilmember Bill Regner

Town Staff:

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

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.

2016 STRATEGIC PLANNING –

The Town Council met with the Town Manager and Department Heads in their annual Strategic Planning Session. Mayor Von Gausig stated that a good direction had been created and now we needed to build on the foundation created by asking “What do we want to do”, “How to get it done” and “How do we pay for it”.

Town Manager Mabery reviewed the seven focus areas from 2015 Strategic Planning, which included:

- 1) Economic Development
- 2) Financial Resiliency
- 3) Capital Improvements Planning
- 4) Workforce/Human Capital
- 5) Enhanced Partnerships
- 6) Technology Upgrades
- 7) Community Engagement

Three of these focus areas were selected as the priority Focus Areas for the years of 2015-2017:

- Economic Development
- Financial Resiliency
- Capital Improvements Planning.

The Council also identified 26 objectives and categorized them in priority order :

Highest Priority Objectives
Enhance Revenues
Actively Support Clarkdale Downtown Business Alliance
Reward Staff
Streets Capital Improvements Plan
Increase Staff Compensation
Agricultural Zoning Review
Upgrade Clark Memorial Clubhouse & Move Towards Enterprise Fund
<i>Monitoring and Adaptation of the Commercial River Runner Outfitter Permitting Program (proposed addition)</i>
Important Priority Objectives
USSSA Ball field Improvement Project
Geo-Tourism/National Geographic Project
Employee of the Year/Quarter
Maintain Level of IT Infrastructure and Equipment
Increase Amount of Annual Dedicated Streets Maintenance Fund
Verde Valley Broadband/Gigabit Project
Refinance 2006 Water Bonds
Enhance Police Department Community Engagement
<i>Verde River @ Clarkdale Master Plan (proposed addition)</i>
Priority Objectives
Develop PSPRS Unfunded Liability Policy
Verde Front/String of Pearls
Court Technology Efficiency
Council Tablets
Public Engagement on Community Services/Library/Events Priorities
Reduce Amount of Non-Revenue Water
Retrofit 89A Reservoir to Support Haskell Springs Wells
Police Department Policy/Procedure Manual
Internship Program

Town Manager Mabery updated the council on the progress of each objective and the Council worked towards selecting the top five priorities for the next three years.

**Clarkdale Town Council
2016 Strategic Planning
Priority Focus Areas (2016-2018)**

2016 Strategic Planning
Priority Focus Areas (2016-2018)
Economic Development
Human Resources/Sustainable Workforce
Capital Improvements Planning and Projects
Highest Priority Goals (2016-2018)
Attract and Support Business in Clarkdale
Bitter Creek Industrial Area Development & Infrastructure Plan
Build & Maintain a Sustainable Workforce
Transportation Infrastructure Planning
Important Priority Goals (2016-2018)
Prioritize Community Services Operations, Programs and Events to Align with Existing Level of Resources
Develop Public Safety Personnel Retirement System (PSPRS) Unfunded Liability Policy
Operate Clark Memorial Clubhouse and River Access Points as Enterprise Funds
Priority Goals (2016-2018)
Reduce Amount of Non-Revenue Water in Clarkdale Municipal Water Utility
Finalize and Adopt an Amended Police Department Policy/Procedure Manual
Design and Construct Upper Clarkdale Water Line Replacement Project

ADJOURNMENT – without objection, the Mayor adjourned the meeting at 1:30 P.M.

APPROVED:

ATTESTED/SUBMITTED:

Doug Von Gausig, Mayor

Kathy Bainbridge, Town Clerk

**Minutes of a Regular Session of the Common Council of the Town of Clarkdale
Held on Tuesday, May 10, 2016**

A Regular Meeting of the Common Council of the Town of Clarkdale was held on Tuesday, May 10, 2016, 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
Community Development/Economic Director Jodie Filardo
Senior Planner Beth Escobar
Utilities/Public Works Director Wayne Debrosky
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.

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 –

- 04/16/16 – Attended bank robbery reenactment
- 04/20/16 – Attended Volunteer Appreciation Ceremony and dinner
- 04/16 – Attended Nursery Rhymes Human Trafficking screening of video and forum at MUHS
- 05/02/16 - Met with Congressman Gosar for Clarkdale-Jerome students artwork award
- 05/07/16 – Attended Verde Valley Wine Festival
- Attended Mayors and Managers meeting

Vice-Mayor Dehnert's Report –

- 04/16/16 – Participated in Bank robbery reenactment
- 04/20/16 – Attended Volunteer Appreciation Ceremony and dinner
- 04/23/16 – Attended fundraiser for Habitat for Humanity at Town Clubhouse
- 04/28/16 – Attended NACOG Regional Council Meeting in Prescott Valley
- 04/29/16 – Attended Clarkdale's Strategic Planning meeting
- 05/02/16 - Met with Congressman Gosar
- 05/07/16 – Attended Verde Valley Wine Festival

Councilmember Bohall's Report –

- 04/16/16 – Attended Historic Home Tour
- 04/20/16 – Attended Volunteer Appreciation Ceremony and Dinner
- 04/29/16 – Attended Strategic Planning meeting
- 05/04/16 – Attended Open House at AZ One
- 05/07/16 – Attended Verde Valley Wine Festival

Councilmember Regner's Report –

- 04/16/16 – Participated in bank robbery reenactment and several rehearsals prior to event
- 04/20/16 – Attended Volunteer Appreciation Ceremony and Dinner
 - Chaired VVBAC for Yavapai College
- 04/29/16 – Attended Strategic Planning meeting
- 05/07/16 – Attended Verde Valley Wine Festival

Councilmember Buckley's Report –

- 04/15/16 – Attended NAMWUA meeting
- 04/28/16 – Attended CMAR selection committee meeting for upper Clarkdale Water Main Line project
- 04/29/16 – Attended Strategic Planning meeting
- 05/07/16 – Attended Verde Valley Wine Festival

Town Manager Mabery's Report –

Reminders:

- 05/13 – 05/14/16 - AZ We Dance event and sponsoring first pre-season concert in the park featuring the band "Maivish"
- 05/27/16 – First Downtown Block Party of the Season sponsored by Downtown Business Alliance (two additional in June and July)
- 06/04/16 – Sentimental Journey kicks off Concerts in the Park season from 7 – 9 p.m.
- 06/09 – 12/16 - Jerome Film and Music Festival – featuring 24 feature films, 84 shorts and 17 music videos

- Town Business Offices will be closed May 30th for Memorial Day; emergency services available
- Legislature adjourned this weekend and are still awaiting outcome of a number of bills that have been forwarded to the Governor for signature, i.e., short-term rental bill. Governor vetoed a community facilities district bill (bill the League lobbied against). Complete update from League will be presented in a couple of weeks.
- Verde Valley Fire District and Clarkdale Fire District have voted to consolidate and will be effective July 1st. There will be three seats up for elections. Board candidate packets will be available mid-June to be returned by the end of August.
- Other election news: Town of Clarkdale currently has three council positions up for election – two 4-year council positions and one 4-year mayor position. The Mayor and Vice Mayor have both turned in their exemption statements and are carrying petitions. Packets are due back June 1st at 5 p.m.; also on the ballot - Proposition 434 (Permanent Base Adjustment). No arguments for or against have been submitted at this time.

Organizational Reports – Reports regarding regional organizations.

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

- VVTPO – no report
- CAT – no report

NACOG - Northern Arizona Council of Governments. Vice Mayor Dehnert –

04/28/16 in Prescott Valley –

- Chris Fetzer reported that he and senior management are planning to provide greater outreach to member communities;
- NACOG staff has completed drafting of policies and procedures and personnel rules and regulations; senior management will begin development of strategic plan;
- Headstart program will participate in a Yavapai College Cohort Program expected to launch in August;
 - underwent surprise Child and Adult Food Program audit which went extremely well;
- Economic Development – approved POWER grant application to help study impact of anticipated shutdown of Navajo generating station several years from now;
- CDBG Grant Applications were approved;
- Area Agency on Aging – state legislature has made no increase in funding while currently 265 persons are on the wait list for services;
- TPAC – legislature was expected to make a one time appropriation of \$96 million to the HURF but a transfer out of that fund is also expected resulting in a net difference of -\$8 million.

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

04/15/16 in Prescott Valley –

- Group voted not to provide a sponsorship of the Water Use Conference in Flagstaff;

- Consideration of letter of support of HR 4615 which eliminates 1099 for rebates exceeding \$600

VRBP – Verde River Basin Partnership. Mayor Von Gausig –

- No report

VVLP – Verde Valley Land Preservation. Councilmember Regner –

- No report

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

- Responses to questionnaire were solicited and surveys will be compiled and reviewed at next meeting;
- Public comment item will be added to future meetings' agenda;
- Discussion of planning an Upper Verde Town Hall to gain public support in support of mission.

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 April 12, 2016 and Special Meeting April 26, 2016.
- B. Claims** - List of specific expenditures made by the Town during the previous month. April, 2016 check log and PPE dated April 2, 2016 and April 16, 2016.
- 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 April 27, 2016
Design Review Board minutes of the meeting held April 6, 2016
Planning Commission minutes of the meeting held April 19, 2016
Community Services Commission Notice of Cancellation of meeting April 13, 2016
- E. 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 Made in Clarkdale's event to be held on Friday, May 27, 2016 from 6:00 p.m. – 9:00 p.m. at 1000-900 Main Street, Clarkdale, AZ.
- F. Employment Contact renewal between the Town of Clarkdale and Ronald Ramsey**
– Approval of renewing the Employment Contract for the Town Magistrate.

Mayor Von Gausig pulled item D.

Vice Mayor Dehnert moved to accept Consent Agenda items A, B, C, E, and F as presented. Councilmember Regner seconded the motion and the motion passed unanimously.

- D. Acceptance of Resignation of Community Services Commissioner** – Discussion and consideration of the Resignation of Community Services Commissioner, Shannon Westcott.

Shannon Westcott has submitted a letter of resignation from her position on the Clarkdale Community Services Commission, effective April 7, 2016, which will create a vacancy and term expiring September 30, 2017.

A copy of Ms. Westcott's resignation email was provided.

Councilmember Regner moved to accept resignation of Community Services Commission Chair Shannon Westcott. Councilmember Buckley seconded the motion and it passed unanimously.

NEW BUSINESS

PUBLIC HEARING: A Subdivision Abandonment request for the portion of the Paz & Cota subdivision east of the railroad right-of-way and west of Broadway Road in Clarkdale. This request includes 22.13 acres encompassing blocks 26 through 40 of the Paz & Cota plat recorded in 1917. The request is to revert this acreage to one parcel and abandon all dedicated right-of-way included in the plat. Zoning will remain R2 – Single Family and Limited Multiple Family Residential. Assessor's Parcel Numbers 406-21-026, 027, 027A, 028, 029, 030, 030A, 031, 032, 032A, 033, 033A, 034, 035, 036, 036A.

Applicant is requesting an abandonment of a portion of the Paz & Cota Subdivision plat per Section 12-1-10 of the Subdivision Regulations. Applicant represents the owners of all of the lots to the east of the railroad right-of-way.

An abandonment of a subdivision is permitted per the Town of Clarkdale Zoning Code:

'If no lots in a subdivision ... have been sold within (13) months from the date of recordation and if all of the improvements have not been made within thirteen (13) months of recordation, the Council may ...determine whether the approval and recording of such final map shall be revoked.'

Subdivision:

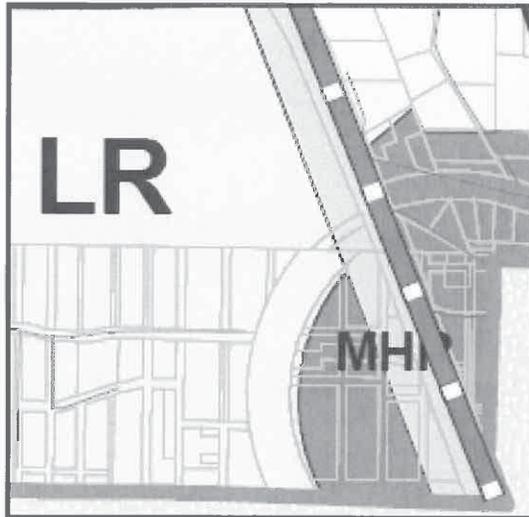
The Paz & Cota Subdivision was platted in 1917. It was platted with 40 blocks, each having several lots per block.

As with many older subdivisions, the Town of Clarkdale inherited the dedication on the plat which includes the road system. The roadway system has not been improved to Town standards. There is no Town water or wastewater infrastructure in the area.

Clarkdale Palisades Unit 1 subdivision. Approximately 230 feet of Verde Street is a non-dedicated portion of the access into the Paz & Cota subdivision.

Compliance with Subdivision Regulations

Per Section 12-1-10.B, the request for abandonment of a subdivision shall be reviewed based on the following:



1. **Correlation with the General Plan**

The General Plan has this portion of the subdivision as Medium High Residential (MHR) with a maximum of 11 units per acre. Abandonment of the 22+ acre portion of this subdivision would revert the zoning of the property to R2 – Single Family and Limited Multiple Family Residential. This zoning district allows 2, 3 and 4 family dwelling units, excluding mobile homes with a minimum of 4,000 square feet per dwelling unit which calculates to 10 units per acre.

2. **Correlation with proposed development in adjacent areas.**

Although the western portion of the Paz & Cota subdivision was platted with big blocks with multiple lots, the area has developed with single family homes on lots of an acre or more in size.

3. **Effect of such action on nearby existing development.**

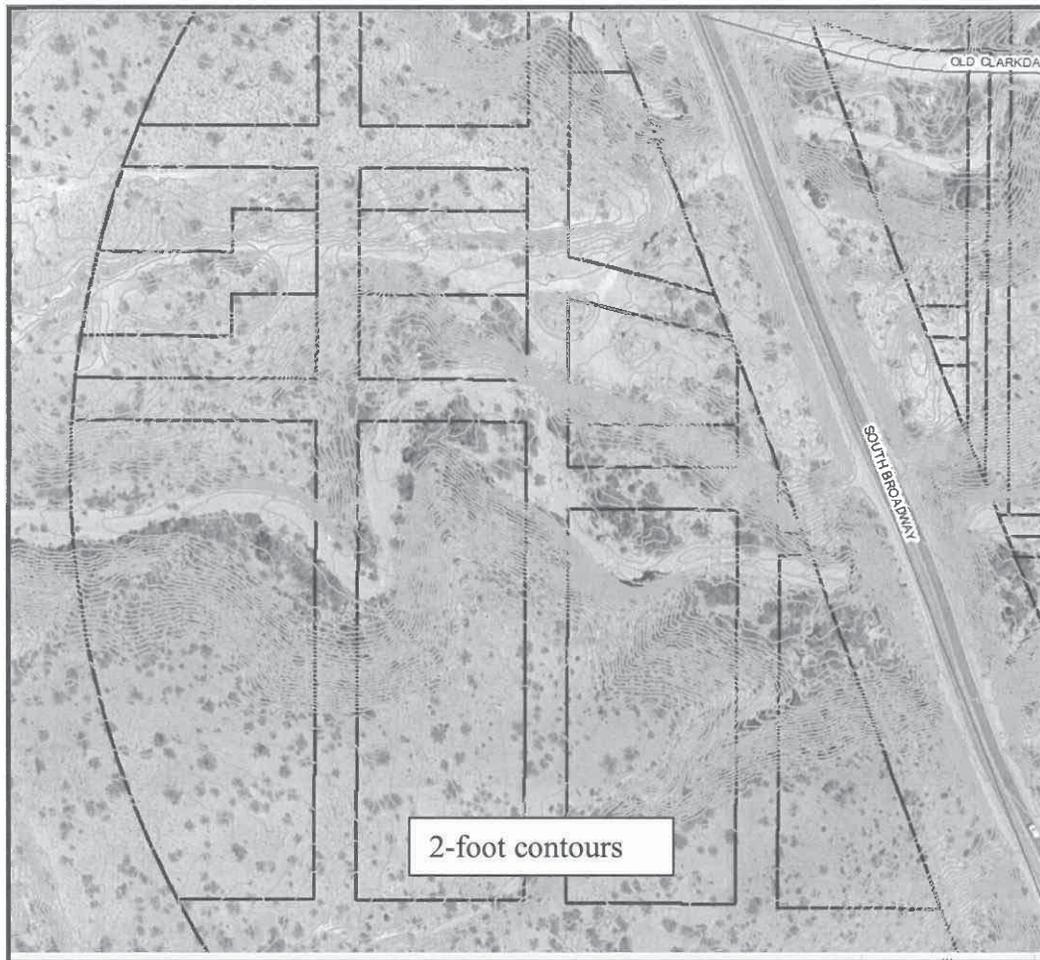
The applicant has informed staff that there are no immediate plans to develop the property. Any new subdivision or development of the property would be required to complete a public hearing process. The abandonment of the subdivision should have no immediate impact on the adjacent residential properties. Future development of the 22+ acre property would trigger the requirement for improvement and dedication of the sections of Palisades Drive and Verde Street on the adjacent parcel in addition to the development of a secondary access for the entire subdivision.

4. **Access to all remaining parcels**

Abandonment of this portion of the subdivision would not affect access to any other developments.

Future Development

The applicant has no specific plans to develop the subject property at this time. With the R2 zoning, the property could be developed as a multi-family project. The zoning would allow approximately 200 multi-family units. However, a challenge to any future development is the existing topography.



A significant drainage feature, the north fork of Mescal Wash, traverses the southern portion of the property. There is also a drainage feature across the northeast corner of the property. A detailed engineering study of these drainage features would be required before any future development was permitted. These two major drainage features that traverse the property from west to east leave only the high plateau areas readily available for construction. The existing topography also makes it difficult to access this property from Broadway. In staff's opinion, only about one-third, or seven acres of the property, is really developable.

Public Participation

Notices were sent to 32 property owners within 1,000 feet of the subject property. The property was posted and a notice was published in the Verde Independent.

As of the date of this report, staff has not been contacted by any public regarding this application.

Review

The application was distributed to the Clarkdale Public Works and Police Departments and the Clarkdale Fire District. No comments or concerns from these reviewing agencies have been submitted.

Planning Commission

The Planning Commission held a public hearing on this application on March 15, 2016. Three people spoke at this hearing:

- Nancy Furtal, Cornville: Asked what would be the process for future development on this parcel. Senior Planner Escobar responded any future development would need to go through a public hearing process and re-subdivision would require public hearings at the Planning Commission and Town Council. Ms. Furtal asked if the parcel was split 5 times what would be required. Senior Planner Escobar explained this would be a minor subdivision and still require public hearings by the Planning Commission and Town Council.
- Fran Harris, Clarkdale: Asked about the railroad right-of-way. Senior Planner Escobar explained this would remain as platted.
- Jon Hutchinson, Clarkdale: Asked what the process for dealing with the railroad right-of-way would be for future development. Senior Planner Escobar explained the future developer would need to negotiate an easement across this right-of-way to access the subject property. There is also the possibility the subject property could be accessed from Broadway Road.

After consideration, the Planning Commission voted unanimously to recommend approval of the abandonment request.

Senior Planner Beth Escobar gave a brief summary of the agenda item and noted that Mike Mongini was in attendance as a representative for the applicant.

Mayor Von Gausig opened the discussion to public comment. There was no public comment

This is a Public Hearing only, no action required.

A SUBDIVISION ABANDONMENT REQUEST FOR THE PORTION OF THE PAZ & COTA SUBDIVISION EAST OF THE RAILROAD RIGHT-OF-WAY AND WEST OF BROADWAY ROAD IN CLARKDALE. Discussion and possible action regarding a subdivision abandonment request for the portion of the Paz & Cota subdivision east of the railroad right-of-way and west of Broadway road in Clarkdale which includes 22.13 acres encompassing blocks 26 through 40 of the Paz & Cota plat recorded in 1917. The request is to revert this acreage to one parcel and abandon all dedicated right-of-way included in the plat. Zoning will remain R2 – Single Family and Limited Multiple Family Residential. Assessor's Parcel Numbers 406-21-026, 027, 027A, 028, 029, 030, 030A, 031, 032, 032A, 033, 033A, 034, 035, 036, 036A.

Discussion followed regarding historical aspects of this site and Escobar clarified status of streets and rights of way. She agreed that by voting to abandon this portion, the Council would be agreeing to abandon any rights or responsibilities to the section.

Councilmember Buckley moved to approve a subdivision abandonment request for the portion of the Paz and Cota subdivision east of the railroad right of way west of Broadway Road in Clarkdale. Vice Mayor Dehnert seconded the motion and 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 6:45 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 10th day of May, 2016. I further certify that meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2016.

SEAL

Kathy Bainbridge, Town Clerk

**Minutes of a Special Session of the Common Council of the Town of Clarkdale
Held on Tuesday, May 24, 2016**

A Special Meeting of the Common Council of the Town of Clarkdale was held on Tuesday, April 26, 2016 at 3:00 P.M. in the Clarkdale Administration Building, Community Room, 39 N. Ninth Street, Clarkdale, Arizona.

CALL TO ORDER – Meeting was called to order at 3:00 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

Community Services/Human Resources Director Janet Perry

Community Development/Economic Director Jodie Filardo

Utilities/Public Works Director Wayne Debrosky

Public Works Superintendent Art Durazo

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.

Verde Valley Fire District, Fire Chief Nazih Hazime: Requested nominee for Verde Valley Fire District Board of Directors Advisory Board.

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 – April, 2016
 - Capital Improvements Report – April, 2016
 - Water and Wastewater Report – April, 2016
 - Clarkdale Fire District Report and Mutual Aid Responses Report – April, 2016
 - Police Department Report – April, 2016
 - NAIPTA Transit Report – April, 2016

- B. **Clarkdale-Jerome Lions Club Facilities Use Agreement** – Approval of the 2016-2017

Reimbursement Agreement for the use of Town Facilities by the Clarkdale-Jerome Lions Club.

- C. Clarkdale Historical Society and Museum Facility Use Agreement** – Approval of a 2016-2017 Facility Use Agreement between the Town and the Clarkdale Historical Society and Museum.
- D. Made in Clarkdale Facilities Use Agreement** – Approval of a 2016-2017 Facility Use Agreement between the Town and Made In Clarkdale.
- E. Memorandum of Understanding between Live Performance Musicians and the Town of Clarkdale** – Approval of a Memorandum of Understanding document to use with Live Performance Musicians who would perform at Town events.

Councilmember Bohall moved to accept Consent Agenda items A – E as presented. Vice Mayor Dehnert seconded the motion and the motion passed unanimously.

NEW BUSINESS

FANN ENVIRONMENTAL FLOOD MITIGATION PROJECT PROPOSAL UNDER A JOB ORDER CONTRACT (JOC) FOR AN AMOUNT NOT TO EXCEED \$43,292.00 – Discussion and possible action regarding a proposal from FANN Environmental for a flood mitigation project on the Old Jerome Highway and Peaks View Drive intersection.

Storm water runoff from Old Jerome Highway has deposited sediment over the years in the CMP culvert pipe crossing under Peaks View Drive. This has caused the CMP culvert pipe to be completely plugged up and causes water to accumulate on the north (upstream) side of the drainage ditch that runs parallel to Old Jerome. During heavier rainfall events, the accumulated water runs over the Peaks View gravel road surface which greatly impacts driver safety. Storm water running over the gravel roadway ruts the surface of the road, creates potholes and causes loose gravel to spill out on the paved road surface of Old Jerome Highway causing other maintenance issues.

The proposal submitted by FANN Environmental for the removal of the existing plugged culvert pipe and the construction of a new concrete valley gutter, concrete spandrels and paved approach and the replacement of a section of chip seal with asphalt pavement at the intersection of Peaks View Drive to Old Jerome Highway under a Job Order Contract (JOC) in an amount not to exceed \$43,292.00.

This project will be funded by Yavapai County flood mitigation funds from the Inter-Governmental Agreement (IGA) that the Town currently has with Yavapai County. The IGA has a current balance in the amount of \$45,000.00. The remaining balance of \$1,708 will be used to offset staff time spent on this County flood mitigation project.

Public Works Director Art Durazo presented information to the Council on this agenda item. He discussed the rain events that trigger drainage issues and need for the project.

Councilmember Regner moved to approve the proposal submitted by FANN Environmental for the flood mitigation project on the Old Jerome Highway and Peaks View Drive intersection under

a Job Order Contract (JOC) in an amount not to exceed \$43,292.00, and direct the Public Works/Utilities Director to issue a Notice to Proceed to FANN Environmental for this project. Vice Mayor Dehnert seconded the motion. The motion passed unanimously.

CONSTRUCTION MANAGER AT RISK (CMAR) SELECTION FOR WATER MAIN REPLACEMENT PROJECT – Discussion and possible action selecting a contractor for the Upper Town Water Main Replacement Project utilizing a CMAR process.

The Town of Clarkdale advertised for Request for Qualifications (RFQ) for a Construction Manager at Risk (CMAR) contractor for the Town's Upper Town Water Main Replacement Project (UTWMP) on April 1, 2016. On April 13, 2016 a pre-submittal meeting was held with interested contractors with the submittal deadline for the Statement of Qualifications (SOQs) due on April 20, 2016 by 3:00pm. We received a total of seven (7) Statements of Qualifications (SOQs) in response to the RFQ.

On April 28, 2016 the Selection Committee reviewed all seven submittals and the three highest ranking firms were selected for further consideration. Those 3 firms were:

- Kinney Construction Services
- Arizona Northern Equipment
- Tiffany Construction Company

Staff then reviewed each of the three firms with the Arizona Registrar of Contractors (ROC), checked references, and completed past performance surveys for jobs listed in the submitted SOQs.

On May 16, 2016 the Selection Committee interviewed the three firms. Based on the previous rankings, firm interviews, past performance surveys, references, and ROC information the Selection Committee ranked the firms in the following order, and recommends that staff be given the authority to begin negotiations with Arizona Northern Equipment:

1. Arizona Northern Equipment
2. Tiffany Construction Company
3. Kinney Construction Services

If the Town Council approves the Selection Committee's recommendation for Arizona Northern Equipment to provide CMAR services for the UTWMP staff would begin negotiations with Arizona Northern Equipment to develop a cost to work with Southwestern Environmental Consultants, Inc. (SEC...the project engineer) to provide value engineering services for this project. Staff will, previous to the start of construction, negotiate a guaranteed maximum price (GMP) with Arizona Northern Equipment to provide construction services for the UTWMP. Staff is required to bring the GMP back to Council for Council approval prior to the start of construction. If the Town is unsuccessful in negotiating a contract with the best qualified firm, the Town may then negotiate with the second or third most qualified firm until a contract is executed.

Utilities/Public Works Director Wayne Debrosky brought information forward to the council for this agenda item. Discussion followed regarding the selection process and the criteria used. Debrosky stated that the CMAR process saved a little money but it was also noted that the process is still in the early stages. Councilmember Buckley discussed the positive aspects of the process and the selected company.

Councilmember Buckley moved to approve the selection of Arizona Northern Equipment as the CMAR contractor for the Upper Town Water Main Replacement Project. In addition, the Town Council directs staff to enter into negotiations with Arizona Northern Equipment to provide design phase services with SEC, Inc. for the UTWMP. Vice Mayor Dehnert seconded the motion and the motion carried unanimously.

FISCAL YEAR 2016-2017 PRELIMINARY BUDGET WORKSESSION – A worksession with Council regarding the Preliminary Budget for FY 2016-2017.

At the March 22nd and April 26th council meetings, presentations of the 2016-2017 Fiscal Year Preliminary Budget were reviewed for the major operational funds of the General Fund, HURF (Streets) Fund, Sanitation Fund, Wastewater Fund, Water Fund, Cemetery Fund, and Capital Improvement Fund.

This session will be an overall review of the operational budgets for all funds along with the non-operational funds of the Development Reimbursement Fund, Grant Fund and Donation Fund in order to get direction from Council regarding the Official Preliminary Budget which is scheduled for action on June 28, 2016.

Town Clerk/Finance Director Kathy Bainbridge presented information on this agenda item.

2016-2017 Preliminary Operational Budgets:

<u>Fund</u>	<u>Expense Budget</u>	<u>Revenue Budget</u>	<u>Contingencies/Transfers</u>
▪ General Fund	\$ 3,429,180.10	\$ 3,429,180.10	
▪ HURF - Streets	\$ 440,252.49	\$ 440,252.49	
▪ Capital Projects Fund	\$ 651,500.00	\$ 651,500.00	
▪ Wastewater Fund	\$ 424,761.13	\$ 690,941.42	\$ 266,180.29
▪ Water Fund	\$ 848,374.40	\$ 1,381,300.00	\$ 532,925.60
▪ Sanitation Fund	\$ 288,760.05	\$ 293,000.00	\$ 4,239.95
▪ Cemetery Fund	\$ 59,600.00	\$ 59,600.00	

This is a worksession only and no action by Council is required.

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

ADJOURNMENT – Without objection Mayor Von Gausig adjourned the meeting at 4:25 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 24th day of May, 2016. I further certify that meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2016.

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					
	C-CHECK	V	5/04/2016			074142		
	C-CHECK	V	5/04/2016			074170		
	C-CHECK	V	5/04/2016			074171		
0031	THE VERDE INDEPENDENT							
	C-CHECK	VOIDED	THE VERDE INDEPENDENT			074201		243.49CR
	C-CHECK	V	5/11/2016			074210		
	C-CHECK	V	5/18/2016			074210		
	C-CHECK	V	5/18/2016			074223		
	C-CHECK	V	5/18/2016			074241		
	C-CHECK	V	5/18/2016			074242		
	C-CHECK	V	5/18/2016			074243		

* * 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:	9 VOID DEBITS	0.00		
	VOID CREDITS	243.49CR		
		243.49CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			9	243.49CR	0.00	0.00
BANK: *	TOTALS:		9	243.49CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0001	ARIZONA STATE RETIREMENT SYSTE							
I-ACRPPE 04/30/16	ACR STATE RETIREMENT	D	5/04/2016	16.64		000000		
I-LTDPPE 04/30/16	STATE RETIREMENT	D	5/04/2016	128.28		000000		
I-SR PPE 04/30/16	STATE RETIREMENT	D	5/04/2016	12,130.34		000000		
I-SRBPPE 04/30/16	STATE RETIREMENT BUY BACK	D	5/04/2016	349.89		000000		12,625.15
0001	ARIZONA STATE RETIREMENT SYSTE							
I-ACRPPE 05142016	ACR STATE RETIREMENT	D	5/18/2016	19.76		000000		
I-LTDPPE 05142016	STATE RETIREMENT	D	5/18/2016	125.42		000000		
I-SR PPE 05142016	STATE RETIREMENT	D	5/18/2016	11,858.44		000000		
I-SRBPPE 05142016	STATE RETIREMENT BUY BACK	D	5/18/2016	349.89		000000		12,353.51
0001	ARIZONA STATE RETIREMENT SYSTE							
I-LTDPD FIT052416	STATE RETIREMENT	D	5/24/2016	0.44		000000		
I-SR PD FIT052416	STATE RETIREMENT	D	5/24/2016	41.68		000000		42.12
0074	INTERNAL REVENUE SERVICE							
I-T1 PPE 04/30/16	FEDERAL TAXES	D	5/04/2016	5,574.26		000000		
I-T3 PPE 04/30/16	FICA WITHHOLDING	D	5/04/2016	8,820.06		000000		
I-T4 PPE 04/30/16	MEDICARE WITHHOLDING	D	5/04/2016	2,062.86		000000		16,457.18
0074	INTERNAL REVENUE SERVICE							
I-T1 PPE 05142016	FEDERAL TAXES	D	5/18/2016	5,548.67		000000		
I-T3 PPE 05142016	FICA WITHHOLDING	D	5/18/2016	8,747.32		000000		
I-T4 PPE 05142016	MEDICARE WITHHOLDING	D	5/18/2016	2,045.74		000000		16,341.73
0074	INTERNAL REVENUE SERVICE							
I-T1 PD FIT052416	FEDERAL TAXES	D	5/24/2016	17.21		000000		
I-T3 PD FIT052416	FICA WITHHOLDING	D	5/24/2016	220.22		000000		
I-T4 PD FIT052416	MEDICARE WITHHOLDING	D	5/24/2016	51.50		000000		288.93
0006	AMERICAN FAMILY LIFE ASSURANCE							
I-APRPPE 04/30/16	AFLAC	R	5/04/2016	101.07		074135		
I-APSPPE 04/30/16	AFLAC POST TAX	R	5/04/2016	36.37		074135		137.44
0075	ARIZONA DEPARTMENT OF REVENUE-13-052014X							
I-T2 PPE 04/30/16		R	5/04/2016	1,929.14		074136		1,929.14
0072	ARIZONA PUBLIC EMPLOYERS HEALT							
I-2HSPPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	562.10		074137		
I-HSAPPE 04/30/16	HEALTH SAVINGS ACCOUNT	R	5/04/2016	2,861.27		074137		3,423.37
0009	ARIZONA PUBLIC SAFETY RETIREME							
I-PSRPPE 04/30/16	SYSTEM 105	R	5/04/2016	6,313.39		074138		6,313.39

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0017	ICMA RETIREMENT TRUST 457							
I-ICMPPE 04/30/16	301912	R	5/04/2016	1,199.38		074139		1,199.38
0895	NATIONWIDE TRUST CO. FBO NRS							
I-NRSPPE 04/30/16	ASRS SSDP 457 PLAN	R	5/04/2016	125.00		074140		125.00
0072	ARIZONA PUBLIC EMPLOYERS HEALT							
I-2ECPPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	374.76		074141		
I-2EFPPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	570.91		074141		
I-2ESFPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	451.84		074141		
I-CEFPPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	1,675.38		074141		
I-CEOPPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	1,334.76		074141		
I-CESFPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	1,989.69		074141		
I-HECPPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	1,650.44		074141		
I-HEFPPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	3,771.66		074141		
I-HEOPPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	2,255.49		074141		
I-HESFPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	2,982.42		074141		
I-OEOPPE 04/30/16	HEALTH INSURANCE	R	5/04/2016	333.69		074141		
I-VECPPE 04/30/16	VISION INSURANCE	R	5/04/2016	16.08		074141		
I-VEFPPE 04/30/16	VISION INSURANCE	R	5/04/2016	77.04		074141		
I-VEOPPE 04/30/16	VISION INSURANCE	R	5/04/2016	49.70		074141		
I-VESFPE 04/30/16	VISION INSURANCE	R	5/04/2016	60.08		074141		
I-VLCPPE 04/30/16	LIFE INSURANCE	R	5/04/2016	0.32		074141		
I-VLEPPE 04/30/16	LIFE INSURANCE	R	5/04/2016	54.20		074141		
I-VLSPPE 04/30/16	LIFE INSURANCE	R	5/04/2016	4.60		074141		17,653.06
0071	ALLEGRA PRINT & IMAGING OF COT							
I-17008	ALLEGRA PRINT & IMAGING OF COT	R	5/04/2016	54.68		074143		54.68
0407	ARCHITECTURE WORKS GREEN, INC							
I-APR 16 ADA IMPROV	ARCHITECTURE WORKS GREEN, INC	R	5/04/2016	407.15		074144		407.15
0010	ARIZONA PUBLIC SERVICE							
I-42216-4284	ARIZONA PUBLIC SERVICE	R	5/04/2016	39.47		074145		39.47
0010	ARIZONA PUBLIC SERVICE							
I-42216-5284	ARIZONA PUBLIC SERVICE	R	5/04/2016	251.52		074146		251.52
0010	ARIZONA PUBLIC SERVICE							
I-42216-7282	ARIZONA PUBLIC SERVICE	R	5/04/2016	4,700.42		074147		4,700.42
0010	ARIZONA PUBLIC SERVICE							
I-42516-6287	ARIZONA PUBLIC SERVICE	R	5/04/2016	376.46		074148		376.46

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0010	ARIZONA PUBLIC SERVICE							
I-42616-5283	ARIZONA PUBLIC SERVICE	R	5/04/2016	7,606.07		074149		7,606.07
0020	BEYOND EXPRESS II							
I-042916	BEYOND EXPRESS II	R	5/04/2016	206.70		074150		206.70
0015	BOYLE, PECHARICH, CLINE, WHITT							
I-38385	BOYLE, PECHARICH, CLINE, WHITT	R	5/04/2016	3,452.31		074151		3,452.31
0056	BUG-ME-NOT PEST CONTROL							
I-042614A	BUG-ME-NOT PEST CONTROL	R	5/04/2016	87.00		074152		87.00
0294	CROP PRODUCTION SERVICES							
I-29391536	CROP PRODUCTION SERVICES	R	5/04/2016	128.19		074153		128.19
0052	HANSON AGGREGATES INC.							
I-1059843	HANSON AGGREGATES INC.	R	5/04/2016	84.97		074154		84.97
0178	HD WATERWORKS, LTD.							
I-F251940	HD WATERWORKS, LTD.	R	5/04/2016	233.70		074155		233.70
0093	HILL BROTHERS CHEMICAL CO.							
I-4418738	HILL BROTHERS CHEMICAL CO.	R	5/04/2016	877.49		074156		877.49
0070	HILLYARD							
I-602049479	HILLYARD	R	5/04/2016	219.92		074157		219.92
0879	JONES FORD VERDE VALLEY							
I-100792	JONES FORD VERDE VALLEY	R	5/04/2016	76.60		074158		
I-100804	JONES FORD VERDE VALLEY	R	5/04/2016	763.97		074158		840.57
0153	JPS PAINT CENTER							
I-00189827	JPS PAINT CENTER	R	5/04/2016	33.11		074159		33.11
0176	LARRY GREEN CHEVROLET, INC.							
I-5030276	LARRY GREEN CHEVROLET, INC.	R	5/04/2016	18.14		074160		18.14
0025	LEGEND TECHNICAL SVC OF AZ, IN							
I-1605524	LEGEND TECHNICAL SVC OF AZ, IN	R	5/04/2016	64.00		074161		
I-1605529	LEGEND TECHNICAL SVC OF AZ, IN	R	5/04/2016	388.00		074161		
I-1605530	LEGEND TECHNICAL SVC OF AZ, IN	R	5/04/2016	45.00		074161		
I-1605539	LEGEND TECHNICAL SVC OF AZ, IN	R	5/04/2016	361.00		074161		858.00

VENDOR SET: 01 Town of Clarkdale
 BANK: POOL POOLED CASH
 DATE RANGE: 5/01/2016 THRU 5/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0464	MAIN STREET CAFE							
I-STRAT PLAN	MAIN STREET CAFE	R	5/04/2016	98.42		074162		98.42
0049	NICE JONS, INC							
I-15495	NICE JONS, INC	R	5/04/2016	148.50		074163		148.50
0823	OCCUPATIONAL HEALTH CENTERS OF							
I-158443235	OCCUPATIONAL HEALTH CENTERS OF	R	5/04/2016	147.50		074164		147.50
0646	PRAXAIR DISTRIBUTION INC							
I-54915758	PRAXAIR DISTRIBUTION INC	R	5/04/2016	1,581.49		074165		
I-55109232	PRAXAIR DISTRIBUTION INC	R	5/04/2016	770.20		074165		
I-55109285	PRAXAIR DISTRIBUTION INC	R	5/04/2016	120.92		074165		2,472.61
0884	PREFERRED PUMP							
I-392213	PREFERRED PUMP	R	5/04/2016	98.10		074166		98.10
0913	RECREATIONAL ELECTRICAL LLC							
I-2384	RECREATIONAL ELECTRICAL LLC	R	5/04/2016	593.01		074167		
I-2385	RECREATIONAL ELECTRICAL LLC	R	5/04/2016	1,026.90		074167		1,619.91
0581	SOUTHWESTERN ENVIRONMENTAL CON							
I-41516-89A TURN	SOUTHWESTERN ENVIRONMENTAL CON	R	5/04/2016	1,001.75		074168		1,001.75
0002	VERDE VALLEY HARDWARE							
I-285554	VERDE VALLEY HARDWARE	R	5/04/2016	102.67		074169		
I-285600	VERDE VALLEY HARDWARE	R	5/04/2016	56.85		074169		
I-285608	VERDE VALLEY HARDWARE	R	5/04/2016	53.78		074169		
I-285655	VERDE VALLEY HARDWARE	R	5/04/2016	15.07		074169		
I-285738	VERDE VALLEY HARDWARE	R	5/04/2016	9.35		074169		
I-285740	VERDE VALLEY HARDWARE	R	5/04/2016	42.10		074169		
I-285770	VERDE VALLEY HARDWARE	R	5/04/2016	28.00		074169		
I-285771	VERDE VALLEY HARDWARE	R	5/04/2016	14.20		074169		
I-285971	VERDE VALLEY HARDWARE	R	5/04/2016	17.46		074169		
I-286064	VERDE VALLEY HARDWARE	R	5/04/2016	20.20		074169		
I-286117	VERDE VALLEY HARDWARE	R	5/04/2016	26.53		074169		
I-286163	VERDE VALLEY HARDWARE	R	5/04/2016	24.05		074169		
I-286255	VERDE VALLEY HARDWARE	R	5/04/2016	9.82		074169		
I-286294	VERDE VALLEY HARDWARE	R	5/04/2016	4.13		074169		
I-286336	VERDE VALLEY HARDWARE	R	5/04/2016	108.18		074169		
I-286339	VERDE VALLEY HARDWARE	R	5/04/2016	8.73		074169		
I-286493	VERDE VALLEY HARDWARE	R	5/04/2016	18.23		074169		
I-286494	VERDE VALLEY HARDWARE	R	5/04/2016	26.76		074169		
I-286605	VERDE VALLEY HARDWARE	R	5/04/2016	4.36		074169		
I-286637	VERDE VALLEY HARDWARE	R	5/04/2016	24.04		074169		
I-286672	VERDE VALLEY HARDWARE	R	5/04/2016	25.73		074169		
I-286792	VERDE VALLEY HARDWARE	R	5/04/2016	24.05		074169		664.29

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0032	VERDE VALLEY HUMANE SOCIETY							
I-TC-05/2016	VERDE VALLEY HUMANE SOCIETY	R	5/04/2016	668.75		074172		668.75
0242	VERDE VALLEY RENTALS, INC.							
I-44013	VERDE VALLEY RENTALS, INC.	R	5/04/2016	97.32		074173		97.32
0033	VERIZON WIRELESS							
I-9764299495	VERIZON WIRELESS	R	5/04/2016	484.92		074174		484.92
0018	ARIZONA DEPARTMENT OF REVENUE							
I-APR 16 TPT	ARIZONA DEPARTMENT OF REVENUE	R	5/04/2016	8,395.44		074176		8,395.44
0054	#1 FOOD STORE							
I-APR 16 #1	#1 FOOD STORE	R	5/11/2016	2,165.89		074177		2,165.89
0016	ARIZONA OFFICE TECHNOLOGIES							
I-IN190641	ARIZONA OFFICE TECHNOLOGIES	R	5/11/2016	43.56		074178		43.56
0010	ARIZONA PUBLIC SERVICE							
I-50216-11LOC	ARIZONA PUBLIC SERVICE	R	5/11/2016	2,473.11		074179		2,473.11
0020	BEYOND EXPRESS II							
I-050616	BEYOND EXPRESS II	R	5/11/2016	206.70		074180		206.70
0793	BLACK KNIGHT LOCK AND KEY							
I-42615-KEYS	BLACK KNIGHT LOCK AND KEY	R	5/11/2016	25.00		074181		
I-42716KEYS	BLACK KNIGHT LOCK AND KEY	R	5/11/2016	25.00		074181		50.00
0015	BOYLE, PECHARICH, CLINE, WHITT							
I-38546	BOYLE, PECHARICH, CLINE, WHITT	R	5/11/2016	6,568.21		074182		6,568.21
0601	CAMP VERDE WATER SYSTEM							
I-2016-066	CAMP VERDE WATER SYSTEM	R	5/11/2016	357.00		074183		357.00
0058	CENTURY LINK							
I-42516-249M	CENTURY LINK	R	5/11/2016	1,150.05		074184		1,150.05
0069	CITY OF COTTONWOOD							
I-1156	CITY OF COTTONWOOD	R	5/11/2016	1,000.00		074185		1,000.00
0192	COTTONWOOD AUTO PARTS, INC.							
I-078274	COTTONWOOD AUTO PARTS, INC.	R	5/11/2016	16.59		074186		
I-079358	COTTONWOOD AUTO PARTS, INC.	R	5/11/2016	7.33		074186		
I-079731	COTTONWOOD AUTO PARTS, INC.	R	5/11/2016	53.46		074186		
I-079735	COTTONWOOD AUTO PARTS, INC.	R	5/11/2016	11.38		074186		
I-079770	COTTONWOOD AUTO PARTS, INC.	R	5/11/2016	8.22		074186		
I-079826	COTTONWOOD AUTO PARTS, INC.	R	5/11/2016	14.75		074186		
I-079887	COTTONWOOD AUTO PARTS, INC.	R	5/11/2016	7.63		074186		119.36

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0820	DIGITAL ALLY INC							
I-1084911	DIGITAL ALLY INC	R	5/11/2016	1,835.22		074187		1,835.22
0181	FOUR-D, LLC.							
I-562	FOUR-D, LLC.	R	5/11/2016	5,142.50		074188		5,142.50
0093	HILL BROTHERS CHEMICAL CO.							
I-4419341	HILL BROTHERS CHEMICAL CO.	R	5/11/2016	1,250.42		074189		1,250.42
0879	JONES FORD VERDE VALLEY							
C-100821	JONES FORD VERDE VALLEY	R	5/11/2016	663.72CR		074190		
I-100841	JONES FORD VERDE VALLEY	R	5/11/2016	946.53		074190		282.81
0108	KONICA MINOLTA, INC.							
I-239510413	KONICA MINOLTA, INC.	R	5/11/2016	141.45		074191		
I-239548872	KONICA MINOLTA, INC.	R	5/11/2016	30.67		074191		
I-239549022	KONICA MINOLTA, INC.	R	5/11/2016	30.67		074191		
I-239579960	KONICA MINOLTA, INC.	R	5/11/2016	30.67		074191		233.46
0534	LC DISTRIBUTION LLC							
I-127079	LC DISTRIBUTION LLC	R	5/11/2016	14.09		074192		14.09
1	MADE IN CLARKDALE							
I-MIC 5-1T05-8-16	FD REFUND	R	5/11/2016	300.00		074193		300.00
0049	NICE JONS, INC							
I-15555	NICE JONS, INC	R	5/11/2016	71.50		074194		
I-15559	NICE JONS, INC	R	5/11/2016	82.50		074194		154.00
1	OAK CREEK RANCH SCHOOL							
I-OCRS-42716	FDREF	R	5/11/2016	360.00		074195		360.00
0161	PATRIOT DISPOSAL, INC.							
I-APR 16 TRASH	PATRIOT DISPOSAL, INC.	R	5/11/2016	17,302.39		074196		17,302.39
0061	SEDONA RECYCLES, INC.							
I-516	SEDONA RECYCLES, INC.	R	5/11/2016	300.00		074197		300.00
0611	SHI INTERNATIONAL CORP							
I-B04915036	SHI INTERNATIONAL CORP	R	5/11/2016	742.31		074198		742.31
0334	STAPLES ADVANTAGE, INC							
I-3300236496	STAPLES ADVANTAGE, INC	R	5/11/2016	38.10		074199		
I-3300236497	STAPLES ADVANTAGE, INC	R	5/11/2016	10.95		074199		
I-3301252569	STAPLES ADVANTAGE, INC	R	5/11/2016	68.09		074199		117.14

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0253	TYLER TECHNOLOGIES							
I-025-154150	TYLER TECHNOLOGIES	R	5/11/2016	284.31		074200		284.31
0031	THE VERDE INDEPENDENT							
I-61605511	THE VERDE INDEPENDENT	V	5/11/2016	243.49		074201		243.49
0031	THE VERDE INDEPENDENT							
M-CHECK	THE VERDE INDEPENDENT	VOIDED	5/11/2016			074201		243.49CR
0031	THE VERDE INDEPENDENT							
I-APR 16	THE VERDE INDEPENDENT	R	5/11/2016	725.44		074202		725.44
0006	AMERICAN FAMILY LIFE ASSURANCE							
I-APRPPE 05142016	AFLAC	R	5/18/2016	101.07		074203		
I-APSPPE 05142016	AFLAC POST TAX	R	5/18/2016	58.81		074203		159.88
0075	ARIZONA DEPARTMENT OF REVENUE-							
I-T2 PPE 05142016	13-052014X	R	5/18/2016	1,927.55		074204		1,927.55
0072	ARIZONA PUBLIC EMPLOYERS HEALT							
I-2HSPPE 05142016	HEALTH INSURANCE	R	5/18/2016	562.10		074205		
I-HSAPPE 05142016	HEALTH SAVINGS ACCOUNT	R	5/18/2016	2,861.27		074205		3,423.37
0009	ARIZONA PUBLIC SAFETY RETIREME							
I-PSRPPE 05142016	SYSTEM 105	R	5/18/2016	6,521.00		074206		6,521.00
0017	ICMA RETIREMENT TRUST 457							
I-ICMPPE 05142016	301912	R	5/18/2016	1,199.38		074207		1,199.38
0895	NATIONWIDE TRUST CO. FBO NRS							
I-NRSPPE 05142016	ASRS SSDP 457 PLAN	R	5/18/2016	125.00		074208		125.00
0072	ARIZONA PUBLIC EMPLOYERS HEALT							
I-2ECPPE 05142016	HEALTH INSURANCE	R	5/18/2016	749.52		074209		
I-2ESPPE 05142016	HEALTH INSURANCE	R	5/18/2016	451.84		074209		
I-CEFPPE 05142016	HEALTH INSURANCE	R	5/18/2016	1,675.38		074209		
I-CEOPPE 05142016	HEALTH INSURANCE	R	5/18/2016	1,334.76		074209		
I-CESPPE 05142016	HEALTH INSURANCE	R	5/18/2016	1,989.69		074209		
I-HECPPE 05142016	HEALTH INSURANCE	R	5/18/2016	1,650.44		074209		
I-HEFPPE 05142016	HEALTH INSURANCE	R	5/18/2016	3,771.66		074209		
I-HEOPPE 05142016	HEALTH INSURANCE	R	5/18/2016	2,255.49		074209		
I-HESPPE 05142016	HEALTH INSURANCE	R	5/18/2016	2,982.42		074209		
I-OEOPPE 05142016	HEALTH INSURANCE	R	5/18/2016	333.69		074209		
I-VECPPE 05142016	VISION INSURANCE	R	5/18/2016	24.12		074209		
I-VEFPPE 05142016	VISION INSURANCE	R	5/18/2016	64.20		074209		
I-VEOPPE 05142016	VISION INSURANCE	R	5/18/2016	49.70		074209		
I-VESPPE 05142016	VISION INSURANCE	R	5/18/2016	60.08		074209		
I-VLCPPE 05142016	LIFE INSURANCE	R	5/18/2016	0.32		074209		

VENDOR SET: 01 Town of Clarkdale

BANK: POOL POOLED CASH

DATE RANGE: 5/01/2016 THRU 5/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-VLEPPE 05142016	LIFE INSURANCE	R	5/18/2016	54.20		074209		
I-VLSPPE 05142016	LIFE INSURANCE	R	5/18/2016	4.60		074209		17,452.11
0034	1ST CLASS HOSTING LLC							
I-26391	1ST CLASS HOSTING LLC	R	5/18/2016	5.00		074211		5.00
0677	BACKUS BUILDING COMPANIES INC							
I-691	BACKUS BUILDING COMPANIES INC	R	5/18/2016	2,260.00		074212		2,260.00
0063	BAKER & TAYLOR							
I-4011577790	BAKER & TAYLOR	R	5/18/2016	30.21		074213		
I-4011588447	BAKER & TAYLOR	R	5/18/2016	17.52		074213		47.73
0020	BEYOND EXPRESS II							
I-051316	BEYOND EXPRESS II	R	5/18/2016	248.04		074214		248.04
0523	CABLE ONE							
I-50816-LIB	CABLE ONE	R	5/18/2016	40.00		074215		40.00
0058	CENTURY LINK							
I-1374657312	CENTURY LINK	R	5/18/2016	43.98		074216		43.98
0906	ELM USA INC							
I-3865	ELM USA INC	R	5/18/2016	6.00		074217		6.00
0013	GOVERNMENT FINANCE OFFICERS AS							
I-0123001-050216	GOVERNMENT FINANCE OFFICERS AS	R	5/18/2016	160.00		074218		160.00
0052	HANSON AGGREGATES INC.							
I-1060412	HANSON AGGREGATES INC.	R	5/18/2016	266.31		074219		266.31
0901	HIRE RIGHT LLC							
I-P0561857	HIRE RIGHT LLC	R	5/18/2016	94.95		074220		94.95
0712	JUSTIFACTS CREDENTIAL VERIFICA							
I-245560	JUSTIFACTS CREDENTIAL VERIFICA	R	5/18/2016	344.80		074221		344.80
0108	KONICA MINOLTA, INC.							
C-238802001	KONICA MINOLTA, INC.	R	5/18/2016	30.66CR		074222		
I-238718687	KONICA MINOLTA, INC.	R	5/18/2016	63.44		074222		
I-239133009	KONICA MINOLTA, INC.	R	5/18/2016	63.44		074222		
I-239510796	KONICA MINOLTA, INC.	R	5/18/2016	125.16		074222		
I-239580396	KONICA MINOLTA, INC.	R	5/18/2016	63.44		074222		284.82

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0025	LEGEND TECHNICAL SVC OF AZ, IN I-1606524	R	5/18/2016	288.00		074224		288.00
0696	NEXTCARE ARIZONA LLC I-7038182-SCHULTZ	R	5/18/2016	126.00		074225		126.00
0049	NICE JONS, INC I-15685	R	5/18/2016	319.00		074226		319.00
0590	OCEAN BLUE CAR WASH I-APR 2016 CAR WASH	R	5/18/2016	120.00		074227		120.00
0709	ORLANDO GONZALEZ I-504206	R	5/18/2016	175.00		074228		175.00
0624	PLATEAU ENGINEERING INC I-5364	R	5/18/2016	846.78		074229		846.78
0646	PRAXAIR DISTRIBUTION INC I-55182115	R	5/18/2016	2,058.13		074230		2,058.13
0143	SENTIMENTAL JOURNEY I-CIP-6-4-16	R	5/18/2016	500.00		074231		500.00
0684	SPELLMAN TECHNOLOGIES INC I-32288	R	5/18/2016	6,327.00		074232		6,327.00
0067	UNISOURCE ENERGY SERVICES I-51316-7 LOC	R	5/18/2016	297.42		074233		297.42
0030	USA BLUEBOOK I-940833	R	5/18/2016	53.90		074234		53.90
0026	VERDE VALLEY OUTDOOR POWER EQU I-400421	R	5/18/2016	43.82		074235		43.82
0033	VERIZON WIRELESS I-9764825818	R	5/18/2016	693.56		074236		693.56
0043	WASTE MANAGEMENT I-0012923-1556-9	R	5/18/2016	550.98		074237		550.98
0182	WAYNE DEBROSKY I-51616-TRAVEL	R	5/18/2016	476.99		074238		476.99

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0203	WINZER CORPORATION							
I-5588075	WINZER CORPORATION	R	5/18/2016	199.90		074239		199.90
0068	CHASE CREDIT CARD SERVICES							
C-88644409CM	CHASE: ASU CONFERENCES	R	5/18/2016	350.00CR		074240		
I-0057	CHASE: ACE PARKING LOT	R	5/18/2016	12.00		074240		
I-04242	CHASE: AZ TOWN HALL (PAYPAL)	R	5/18/2016	15.00		074240		
I-050283	CHASE: FOOD CITY	R	5/18/2016	17.05		074240		
I-06010A033602002	CHASE: HOME DEPOT	R	5/18/2016	4.33		074240		
I-1042000314	CHASE: WALMART	R	5/18/2016	82.74		074240		
I-11886563	CHASE: 4IMPRINT	R	5/18/2016	1,029.99		074240		
I-1Z0594W30359695461	CHASE: UPS STORE	R	5/18/2016	99.48		074240		
I-201200007	CHASE: DOLLAR GENERAL	R	5/18/2016	11.76		074240		
I-209557458	CHASE: GLOBAL INDUSTRIES	R	5/18/2016	79.28		074240		
I-244523	CHASE: BEST WESTERN	R	5/18/2016	290.79		074240		
I-251100013	CHASE: DOLLAR GENERAL	R	5/18/2016	5.47		074240		
I-251200009	CHASE: DOLLAR GENERAL	R	5/18/2016	1.64		074240		
I-298784330	CHASE: NATIONAL CODE COUNCIL	R	5/18/2016	199.00		074240		
I-392213	CHASE: PREFERRED PUMP	R	5/18/2016	98.10		074240		
I-41516-GLOCK	CHASE: GLOCK INC	R	5/18/2016	208.03		074240		
I-42816CTS	CHASE: CTS	R	5/18/2016	27.23		074240		
I-4593262	CHASE: HOME DEPOT	R	5/18/2016	77.07		074240		
I-5707453	CHASE: AMAZON.COM	R	5/18/2016	159.57		074240		
I-610500733030	CHASE: WALMART	R	5/18/2016	11.27		074240		
I-623C1009	CHASE: NATES COWBOY CAFE	R	5/18/2016	86.53		074240		
I-6GJ244676E008323D	CHASE: ARIZONA ASSOC OF COUNT	R	5/18/2016	75.00		074240		
I-7879440	CHASE: AMAZON	R	5/18/2016	50.55		074240		
I-81001161810	CHASE: SAFEWAY	R	5/18/2016	18.52		074240		
I-JZNGRCQ9X3 LODG	CHASE: SPRINGHILL SUITES	R	5/18/2016	641.64		074240		
I-LGN97YQGWW2	CHASE: LEAGUE OF AZ	R	5/18/2016	25.00		074240		2,977.04
1	KURTZ, RALPH							
I-000201605181995	US REFUND	R	5/18/2016	27.18		074244		27.18
1	NEWGATE HOMES LLC							
I-000201605181996	US REFUND	R	5/18/2016	23.04		074245		23.04
1	NEWGATE HOMES LLC							
I-000201605181997	US REFUND	R	5/18/2016	22.04		074246		22.04
1	NEWGATE HOMES LLC							
I-000201605181998	US REFUND	R	5/18/2016	22.93		074247		22.93

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1 I-000201605181999	NEWGATE HOMES LLC US REFUND	R	5/18/2016	61.44		074248		61.44
1 I-000201605182000	NEWGATE HOMES LLC US REFUND	R	5/18/2016	61.79		074249		61.79
1 I-000201605181993	PATTON, MALIA US REFUND	R	5/18/2016	18.46		074250		18.46
1 I-000201605181994	SULLIVAN, KEVIN US REFUND	R	5/18/2016	6.90		074251		6.90
1 I-000201605181992	XRDS ENTERPRISES LLC US REFUND	R	5/18/2016	27.72		074252		27.72
1 I-000201605182001	HAMMAN, RANDALL US REFUND	R	5/18/2016	61.79		074253		61.79
0483 I-LA2016000122	ARIZONA DEPARTMENT OF TRANSPOR ARIZONA DEPARTMENT OF TRANSPOR	R	5/25/2016	57,544.00		074254		57,544.00
0010 I-51616-0285	ARIZONA PUBLIC SERVICE ARIZONA PUBLIC SERVICE	R	5/25/2016	1,518.42		074255		1,518.42
0162 I-ESD-2015-0436	ARIZONA SUPREME COURT ARIZONA SUPREME COURT	R	5/25/2016	250.00		074256		250.00
0702 I-42701	ASPHALT PAVING AND SUPPLY INC ASPHALT PAVING AND SUPPLY INC	R	5/25/2016	779.00		074257		779.00
0063 I-4011601155	BAKER & TAYLOR BAKER & TAYLOR	R	5/25/2016	35.03		074258		35.03
0020 I-052016	BEYOND EXPRESS II BEYOND EXPRESS II	R	5/25/2016	330.72		074259		330.72
0081 I-68031	BIG O TIRES BIG O TIRES	R	5/25/2016	220.19		074260		220.19
0015 I-38725	BOYLE, PECHARICH, CLINE, WHITT BOYLE, PECHARICH, CLINE, WHITT	R	5/25/2016	391.60		074261		391.60
0523 I-51616	CABLE ONE CABLE ONE	R	5/25/2016	50.00		074262		50.00

VENDOR SET: 01 Town of Clarkdale
 BANK: POOL POOLED CASH
 DATE RANGE: 5/01/2016 THRU 5/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0039	CLARKDALE MUNICIPAL WATER UTIL							
I-51816	CLARKDALE MUNICIPAL WATER UTIL	R	5/25/2016	2,138.27		074263		2,138.27
0190	DEARBORN NATIONAL LIFE INSURAN							
I-51016	DEARBORN NATIONAL LIFE INSURAN	R	5/25/2016	1,094.97		074264		1,094.97
0615	FANN ENVIRONMENTAL LLC							
I-CH ORDER 1	FANN ENVIRONMENTAL LLC	R	5/25/2016	5,891.59		074265		5,891.59
0052	HANSON AGGREGATES INC.							
I-1060669	HANSON AGGREGATES INC.	R	5/25/2016	77.92		074266		77.92
0093	HILL BROTHERS CHEMICAL CO.							
I-4419799	HILL BROTHERS CHEMICAL CO.	R	5/25/2016	1,042.02		074267		
I-4419804	HILL BROTHERS CHEMICAL CO.	R	5/25/2016	1,503.02		074267		2,545.04
0070	HILLYARD							
I-602076224	HILLYARD	R	5/25/2016	156.62		074268		156.62
0718	KENZ & LESLIE OF ARIZONA INC							
I-2205808	KENZ & LESLIE OF ARIZONA INC	R	5/25/2016	105.08		074269		105.08
0108	KONICA MINOLTA, INC.							
I-239723655	KONICA MINOLTA, INC.	R	5/25/2016	39.21		074270		39.21
0025	LEGEND TECHNICAL SVC OF AZ, IN							
I-1606968	LEGEND TECHNICAL SVC OF AZ, IN	R	5/25/2016	149.00		074271		
I-1607139	LEGEND TECHNICAL SVC OF AZ, IN	R	5/25/2016	64.00		074271		213.00
0917	LOCAL FIRST ARIZONA							
I-301	LOCAL FIRST ARIZONA	R	5/25/2016	100.00		074272		100.00
0633	LYON ENGINEERING & SURVEYING I							
I-14	LYON ENGINEERING & SURVEYING I	R	5/25/2016	45,980.00		074273		45,980.00
1	MARY RANGEL							
I-RANGEL 52116	FD REFUND	R	5/25/2016	50.00		074274		50.00
0916	MATTHEW KLINE							
I-51916-TRAVEL	MATTHEW KLINE	R	5/25/2016	79.51		074275		79.51
0835	NASRO							
I-18839AZ	NASRO	R	5/25/2016	495.00		074276		495.00

VENDOR SET: 01 Town of Clarkdale
 BANK: POOL POOLED CASH
 DATE RANGE: 5/01/2016 THRU 5/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0049	NICE JONS, INC I-15759 NICE JONS, INC	R	5/25/2016	148.50		074277		148.50
0149	OLSEN'S GRAIN, INC. I-11353 OLSEN'S GRAIN, INC.	R	5/25/2016	16.64		074278		16.64
0260	PITNEY BOWES GLOBAL FINANCIAL I-31001700480 PITNEY BOWES GLOBAL FINANCIAL	R	5/25/2016	165.66		074279		165.66
0918	RANDALL FRICKE I-52416-FRICKE REIMB RANDALL FRICKE	R	5/25/2016	193.95		074280		193.95
0095	RDO EQUIPMENT CO I-P65743 RDO EQUIPMENT CO	R	5/25/2016	408.10		074281		408.10
0307	SIGNS928 I-4096 SIGNS928	R	5/25/2016	27.34		074282		27.34
1	SOUTHWEST GENERAL DEVELOPMENT I-SW GEN DEV REFUND SOUTHWEST GENERAL DEVELOPMENT:	R	5/25/2016	1,294.00		074283		1,294.00
0299	SOUTHWEST WASTE SERVICES, INC I-44072 SOUTHWEST WASTE SERVICES, INC	R	5/25/2016	221.90		074284		221.90
0334	STAPLES ADVANTAGE, INC I-3302524691 STAPLES ADVANTAGE, INC I-3302524693 STAPLES ADVANTAGE, INC	R	5/25/2016	42.66		074285		144.98
0154	THE UPS STORE I-888333 THE UPS STORE	R	5/25/2016	10.08		074286		10.08
0213	TROPHIES UNLIMITED I-1374 TROPHIES UNLIMITED	R	5/25/2016	60.02		074287		60.02
0342	UNITED UNIFORMS I-8103 UNITED UNIFORMS	R	5/25/2016	163.96		074288		163.96
0042	US POSTMASTER I-51816POSTAGE US POSTMASTER	R	5/25/2016	750.00		074289		750.00
0164	VERDE VALLEY OCCUPATIONAL MEDI I-1323 VERDE VALLEY OCCUPATIONAL MEDI	R	5/25/2016	304.00		074290		304.00

VENDOR SET: 01 Town of Clarkdale
 BANK: POOL POOLED CASH
 DATE RANGE: 5/01/2016 THRU 5/31/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0157	WALMART							
C-003454	WALMART	R	5/25/2016	5.47CR		074291		
I-611000496788	WALMART	R	5/25/2016	168.05		074291		
I-611700528251	WALMART	R	5/25/2016	64.34		074291		
I-613100282417	WALMART	R	5/25/2016	155.12		074291		382.04
0854	YAVAPAI COUNTY FREE LIBRARY DI							
I-20	YAVAPAI COUNTY FREE LIBRARY DI	R	5/25/2016	37.68		074292		37.68
0353	YAVAPAI COUNTY SUPERIOR COURT							
I-30163	YAVAPAI COUNTY SUPERIOR COURT	R	5/25/2016	89.87		074293		89.87
0075	ARIZONA DEPARTMENT OF REVENUE-							
I-T2 PD FIT052416	13-052014X	R	5/25/2016	49.28		074303		49.28

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	150	286,125.52	0.00	285,882.03
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	58,108.62	0.00	58,108.62
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS 0.00		
		VOID CREDITS 243.49CR	0.00	
		243.49CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: POOL TOTALS:	157	343,990.65	0.00	343,990.65
BANK: POOL TOTALS:	157	343,990.65	0.00	343,990.65
REPORT TOTALS:	166	343,747.16	0.00	343,990.65

DEPT: ALL

PAYROLL NO#: 01

PRELIMINARY

CALC. CT.: 5

PAY PERIOD BEGINNING: 4/17/2016

PAY PERIOD ENDING: 4/30/2016

*** GRAND TOTALS ***

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----				-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	774.00	25,967.17			2EC	2EC	5.77	368.99	FED W/H	61,598.34	5,574.26	
HOURL	2,257.50	39,270.68			2EF	2EF	15.32	555.59	ST WH AZ	61,598.34	1,929.14	
OT	102.00	2,696.78			2ES	2ES	9.65	442.19	FICA	71,129.50	4,410.03	4410.03
OC	496.00	496.00			2HS	2HS	245.00	317.10	MEDI	71,129.50	1,031.43	1031.43
VEE	206.75	3,870.25			ACR	ACR		16.64				
VDH	8.00	353.04			APR	APR	101.07					
VFSLA	14.00	423.78			APS	APS	36.37					
SICK	36.00	694.56			CEF	CEF	352.80	1322.58				
CE	4.88	0.00			CEO	CEO		1334.76				
					CES	CES	346.02	1643.67				
					HEC	HEC	84.00	1566.44				
					HEF	HEF	302.40	3469.26				
					HEO	HEO		2255.49				
					HES	HES	193.56	2788.86				
					HSA	HSA	784.27	2077.00				
					ICM	ICMA	1041.69	157.69				
					LTD	STLTD	64.14	64.14				
					NRS	NRS	125.00					
					OEO	OEO		333.69				
					PSR	PSR	1949.41	4363.98				
					SR	STRET	6065.17	6065.17				
					SRB	STRBB	349.89					
					VEC	VEC	16.08					
					VEF	VEF	77.04					
					VEO	VEO	49.70					
					VES	VES	60.08					
					VLC	VLC	0.32					
					VLE	VLE	54.20					
					VLS	VLS	4.60					
TOTALS:	3,899.13	73,772.26		0.00			12333.55	29143.24			12,944.86	5441.46

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
	73,772.26	65,237.85	2,696.78	5,341.63	496.00	0.00	12,333.55	12,944.86	48,493.85
TOTALS	73,772.26	65,237.85	2,696.78	5,341.63	496.00	0.00	12,333.55	12,944.86	48,493.85

REGULAR INPUT: 49 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 49

PT: ALL
 ROLL NO#: 01
 PERIOD BEGINNING: 5/01/2016
 PERIOD ENDING: 5/14/2016

P R E L I M I N A R Y

CALC. CT.: 2

*** G R A N D T O T A L S ***

EARNINGS			BENF/REIMB		DEDUCTIONS			TAXES				
IC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
	745.00	25,135.20			2EC	2EC	11.54	737.98	FED W/H	61,083.23	5,548.67	
IR	2,326.25	40,577.40			2ES	2ES	9.65	442.19	ST WH AZ	61,083.23	1,927.55	
	100.00	2,787.16			2HS	2HS	245.00	317.10	FICA	70,542.54	4,373.66	4373.66
	508.00	508.00			ACR	ACR		19.76	MEDI	70,542.54	1,022.87	1022.87
*	10.50	295.00			APR	APR	101.07					
	61.25	1,108.97			APS	APS	58.81					
	42.00	1,389.03			CEF	CEF	352.80	1322.58				
LA	13.00	351.52			CEO	CEO		1334.76				
K	52.00	945.95			CES	CES	346.02	1643.67				
	1.88	0.00			HEC	HEC	84.00	1566.44				
	4.00	72.72			HEF	HEF	302.40	3469.26				
					HEO	HEO		2255.49				
					HES	HES	193.56	2788.86				
					HSA	HSA	784.27	2077.00				
					ICM	ICMA	1041.69	157.69				
					LTD	STLTD	62.71	62.71				
					NRS	NRS	125.00					
					OEO	OEO		333.69				
					PSR	PSR	2013.51	4507.49				
					SR	STRET	5929.22	5929.22				
					SRB	STRBB	349.89					
					VEC	VEC	24.12					
					VEF	VEF	64.20					
					VEO	VEO	49.70					
					VES	VES	60.08					
					VLC	VLC	0.32					
					VLE	VLE	54.20					
					VLS	VLS	4.60					
ALS:	3,863.88	73,170.95		0.00			12268.36	28965.89			12,872.75	5396.53

DEPARTMENT RECAP

PT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
	73,170.95	65,712.60	2,787.16	3,868.19	803.00	0.00	12,268.36	12,872.75	48,029.84
ALS	73,170.95	65,712.60	2,787.16	3,868.19	803.00	0.00	12,268.36	12,872.75	48,029.84

REGULAR INPUT: 49 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 49

T: ALL
 ROLL NO#: 01
 PERIOD BEGINNING: 5/24/2016
 PERIOD ENDING: 5/24/2016

P R E L I M I N A R Y

CALC. CT.: 1

*** G R A N D T O T A L S ***

-----EARNINGS-----			-----BENF/REIMB-----		-----DEDUCTIONS-----			-----TAXES-----				
IC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
IC	0.00	1,776.07			LTD	STLTD	0.22	0.22	FED W/H	1,755.23	17.21	
					SR	STRET	20.84	20.84	ST WH AZ	1,755.23	49.28	
									FICA	1,776.07	110.11	110.11
									MEDI	1,776.07	25.75	25.75
TOTALS:	0.00	1,776.07		0.00			21.06	21.06			202.35	135.86

-----DEPARTMENT RECAP-----									
PT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
	1,776.07	0.00	0.00	0.00	1,776.07	0.00	21.06	202.35	1,552.66
TOTALS	1,776.07	0.00	0.00	0.00	1,776.07	0.00	21.06	202.35	1,552.66

REGULAR INPUT: 9 MANUAL INPUT: 0 CHECK STUB COUNT: 9 DIRECT DEPOSIT STUB COUNT: 0

```

===== FUND TOTALS =====
01  GENERAL FUND                236,265.38
03  HURF (STREETS)              83,331.93
04  DEVELOPMENT REIMBURSEMENT    5,748.06
11  SEWER FUND                   27,139.61
12  TRASH FUND                   22,293.29
13  WATER FUND                   55,774.90
16  GRANTS FUND                  47,366.46
19  CEMETERY                     2,645.92
24  CAPITAL IMPROVEMENT          1,144.99
25  CDBG GRANT                    407.15
29  POLICE GRANTS                 6,660.34
34  SCHOOL OFFICERS FUND         3,431.90
80  DONATION FUND                 500.00
-----
      GRAND TOTAL:                492,709.93
-----

```

BOARD OF ADJUSTMENT

May 25, 2016

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 MAY 25, 2016 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 May at 8:30 a.m.

Dated this 17th day of May, 2016

TOWN OF CLARKDALE

By:

Stephanie Vocca
Stephanie Vocca

Community Development Technician

*Design Review Board
May 4, 2016*

MINUTES OF A REGULAR MEETING OF THE DESIGN REVIEW BOARD OF THE TOWN OF CLARKDALE HELD ON WEDNESDAY, MAY 4, 2016, AT 6:30 P.M. IN THE MEN’S LOUNGE OF THE CLARK MEMORIAL CLUBHOUSE, 19 N. NINTH STREET, CLARKDALE, AZ.

A **Regular Meeting** of the Design Review Board of the Town of Clarkdale was held on Wednesday, May 4, 2016, at 6:30 p.m. in the Men’s Lounge of the Clark Memorial Clubhouse, 19 N. Ninth Street, Clarkdale, AZ.

BOARD MEMBERS:

Chairperson	Laura Jones	Present
Vice Chairperson	Robyn Prud’homme-Bauer	Present
Board Members	Kerrie Snyder	Present
	Mike Garvey	Present
	Aaron Midkiff	Excused

STAFF:

Community Development Director	Jodie Filardo
GIS/Planner II	Guss Espolt
Community Development Technician	Stephanie Vocca

Others in Attendance: Erina Koch – Olsen’s Grain
Lorrie Lawrence – Sedona Wellness Owner
Mr. Meinke – Arizona Copper Art Museum
James – Olsen’s Grain
Nate Wagner – Nate’s Cowboy Café

- AGENDA ITEM: CALL TO ORDER:** The Chairperson called the meeting to order at 6:30 p.m.
- AGENDA ITEM: ROLL CALL:** The GIS/Planner II called roll.
- 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 comments to **FIVE minutes.**

No public comment.

- AGENDA ITEM: MINUTES:** Consideration of the **Regular Meeting Minutes of April 6, 2016.** Chair Prud’homme-Bauer motioned to approve the Regular Meeting Minutes of April 6, 2016. Board Member Garvey seconded the motion. The motion passed unanimously.

- AGENDA ITEM: REPORTS:**

*Design Review Board
May 4, 2016*

Chairperson and Member Report: Vice Chairperson Prud'homme-Bauer stated that the Verde Valley Wine Festival is happening on Saturday, rain or shine. She also gave information about an indoor event, Mingus Mountain Art Show in the Auditorium this weekend. She stated that there will be wonderful pieces from seven high schools throughout Arizona. The GIS/Planner II shared that 1,800 people showed interest on the Verde Valley Wine Festival Facebook page. There will be 17 wineries, 4 breweries, 2 distilleries and 10 restaurants as well as other vendors. There will be twelve artists from Clarkdale. Larry Green is bringing 3 Corvettes that will be parked at entrance for people to look at and speak with sales people.

Staff Report Updates: The GIS/Planner II introduced the new Community Development Technician, Stephanie Vocca and let the board know that she will be taking the minutes at meetings. The GIS/Planner II asked for the Board's opinion on whether or not packets need to be printed out or if the Board only views the electronic packet. Board Member Snyder stated that she relies on the hard copy. The GIS/Planner II also asked if it is okay to print the packet in black and white and have the electronic version be in color. Vice Chairperson Prud'homme-Bauer stated that was okay with the board. Chairperson Jones stated that was fine and she asked if the Town is considering getting tablets for the Boards and Commissions. The Community Development Director stated there has been discussion and it has been put on a priority list but the cost of managing tablets is high and there are costs to running the programs on the tablets. She also stated that we do have more sales tax coming in but at this point, we aren't going to be funding tablets. Chairperson Jones stated that she was just curious and the information was good to know. The GIS/Planner II thanked the board members for their time volunteering and handed out gifts that were given at the Volunteer Appreciation event. All board members thanked the Community Development Staff. The GIS/Planner II also thanked Board Member Snyder for her service as this was her last Design Review Board Meeting. The GIS/Planner II presented Board Member Snyder with an Exceptional Service Award. Board Member Snyder stated that this would be her last meeting because she is moving out of Clarkdale. She did notify the Board and staff that she attended a Council Meeting and asked them to consider residents as well as business owners for Boards and Commissions.

6. OLD BUSINESS:

- a. **CONSIDERATION AND POSSIBLE ACTION DRB #091228:** Discussion/possible action regarding an application for design review of a proposed monument sign for a new business, Sedona Wellness, located at 414 Peace Garden Path, parcel number 400-07-026F.

STAFF REPORT

Background

This application with a different sign proposal was previously presented on April 6, 2016 to the Design Review Board. The Sedona Wellness Institute monument sign was tabled due to excessive text and lack of legibility. Mrs. Lorrie Lawrence has worked with staff to create an update to the monument sign. The staff report reflects the changes related to the updated sign proposal.

**Design Review Board
May 4, 2016**

Mrs. Lorrie Lawrence has submitted an application to the Design Review Board for a monument sign on a new business located at 414 Peace Garden Path, parcel number 400-07-026F.

1. The proposed sign will be 4' H x 8' W and mounted so it totals no more than 10' in height.
2. Sign materials will be a digitally printed graphic applied over an 8' foot wide x 4' foot high x 1/8" inch thick Alupalite board.
3. The fonts consist of Effervescent, InaiMathi and Walkaway Black font. The logo and text will be set in a green and yellow gradient background. (See attached exhibit.)
4. The sign will be attached to 4" x 4" wood posts and set in 36" x 24" concrete footings behind the planter and existing beam. (See attached exhibit.)
5. The 4" x 4" wood posts will be left natural to blend in with the desert landscape, and a sealant will be added to control weathering.
6. No lighting is proposed with this application.

Staff Analysis

MONUMENT SIGN

Zoning Code Chapter 7, Section 7-8 Permitted Signs. Freestanding Monument Signs:

1. ***Permitted in commercial and multi-family zoning districts and for residential subdivisions.*** Application complies
2. ***Minimum setback from property line equals 1 foot for each foot of height of the sign for signs 6 feet or less in height; for signs in excess of 6 feet in height the setback shall be greater than or equal to the height of the sign.*** Application complies
3. ***Low-water use, drought-tolerant plants from the Town of Clarkdale Plant List, Section 9-9 of the Zoning Code, or landscape rocks may be placed around the sign base to minimize the visual impact of a monument sign and create a visually attractive appearance.*** Applicant's planter has existing desert plants. Application complies
4. ***One monument sign is allowed for each road intersection providing access to the property.*** Application complies
5. ***See Section 7-9 of this Code for maximum signage square footage.*** Application complies
6. ***Base of sign must be in proportion to sign size area.*** Application complies

7. *Maximum height of sign and base shall not exceed 10 feet above existing grade at time of construction.* Application complies

Pertinent Design Guidelines as reviewed by DRB on 02/06/2013

1. *No more than three different fonts should be used in the text for the sign.* The proposed sign has (3) three fonts and does not exceed the suggested font count.
2. *Sign should have no more than 50 percent opacity. Dark background colors are preferred.* The proposed sign complies with the new criteria, featuring text in a green and yellow gradient background.
3. *Signs should be non-reflective.* The proposed sign has no reflectivity.
4. *Signs should be readable from the closest major road.* Application complies.

Staff Recommendations

Staff recommends the signage as presented be approved with the following stipulations:

1. All signage shall be installed as reviewed and approved by the Design Review Board.
2. Installation of the sign shall be inspected and approved by the Town's Building Official.
3. All activities on the approved sign must be in compliance with the CUP #091097.
4. Applicant is required to obtain a building permit from the Community Development Department prior to installation of the sign.
5. All contractors shall have a current business license with the Town of Clarkdale.

Possible Motions

I move to approve application DRB-091228 with the stipulations proposed by staff.

I move to approve application DRB-091228 with the stipulations proposed by staff with the following changes/additions:

I move to postpone action on DRB-091228 until a specific date and direct staff and/or the applicant to provide the following:

I move to deny the application for DRB-091228 based on the following specific reasons:

END OF STAFF REPORT

Questions to Staff/Applicant

Chairperson Jones asked Ms. Lawrence if she had anything she would like to share with the Board. Ms. Lawrence did not have anything additional to share with the board at the time. Board Member Snyder stated that she was very pleased with the sign and it was not as busy. Chairperson Jones agreed with Board Member Snyder. Vice Chairperson Prud'homme-Bauer stated that she liked the fact that the sign was lowered so it didn't look as out of place. She also stated that it was more much legible but if the background were a lighter color, it may be easier to read. Ms. Lawrence asked if she were to adjust the background color would she need to come back to the Board. Vice Chairperson Prud'homme-Bauer stated that it was only a suggestion and that she just wanted to make sure that people will be able to read the business name. Ms. Lawrence stated that she felt like the change was more in tune with the natural environment and that if she could go back, she would do it differently. She also stated that they are relying on people seeing the sign because they are a new business. She thanked the board for their suggestions.

Public Comment: None

BOARD ACTION: Board Member Snyder moved to approve the sign for Sedona Wellness. Board Member Garvey seconded the motion. The motion passed unanimously.

7. NEW BUSINESS:

- a. **CONSIDERTION AND POSSIBLE ACTION DRB #091242:** Discussion/possible action regarding an application for design review of a proposed wall sign and off-premise sign, located at Olsen's Grain, 1171 State Route 89A, Parcel # 406-26-314D.

STAFF REPORT

Background:

Mrs. Erina Koch has submitted an application for design review for one wall sign and one off-premise sign. The property's located on 1171 State Route 89A and is further identified as Assessor's Parcel Number 406-26-314D. The property is zoned Commercial.

The following topics are presented from the application.

Signs:

Two signs are proposed

The proposed wall sign will be a 3' x 9', 27 square foot sign placed on the top South facing-side of the hay storage barn facing Lisa Street. The proposed off-premise sign will be a 2' x 6' 12 square foot sign placed on the easement owned by Dollar General through which Olsen's has been granted public access. The proposed sign is to be placed near the 6'4" screen wall on the drainage ditch railing.

Colors:

Colors will consist of a burgundy circle outlined with blue and white background; "Olsen's" letters will be blue letters with a burgundy shadow. Additional text will be burgundy.

Materials:

Sign material will be routed from 3mm dibond. Graphics will be digitally printed on 3M premium IJ 170 with gloss laminate. The sign will be mounted with four pipe brackets, and 1/4" thick Carriage bolts on the back of the off-premise sign.

Purpose and Applicability of Design Review

Zoning Code Chapter 11, Section 11-1 Purpose and Applicability of Design Review.

A. This ordinance shall apply to new buildings and redevelopment as defined in this ordinance or the Town of Clarkdale Zoning Ordinance, except single family dwellings and accessory uses, and shall also apply to all public buildings and facilities. Structures (other than buildings), signs, landscaping, parking areas, public facilities and enclosures will be reviewed by the Design Review Board if a part of new building development or building redevelopment.

Pertinent Design Guidelines as reviewed by DRB on 02/06/2013

2. ***No more than three different fonts should be used in the text for the sign.*** The proposed sign has (2) fonts and does not exceed the suggested font counts.
2. ***Sign should have no more than 50 percent opacity. Dark background colors are preferred.*** The proposed sign complies with the new criteria.
3. ***Signs should be non-reflective.*** The proposed sign has no reflectivity.
4. ***Signs should be readable from the closest major road.*** The readability of the sign complies with the new criteria.



Zoning Code Chapter 7, Section 7-8 Permitted Signs. P. Wall Signs:

1. **Maximum number equals one per approved wall area. An approved wall area, per Definitions, Chapter Two of the Town of Clarkdale Zoning Code is a wall facing a public street or containing the primary public access.** The proposed wall sign will be visible from Lisa Street and complies with the sign count.
2. **Maximum height equals top of wall to which affixed.** Application complies.
3. **Maximum projection from wall surface equals 18 inches, with a minimum clearance of 9 vertical feet if located over a public right-of-way.** The sign does not project from wall. Application complies.
4. **See section 7-9 of this Code for maximum sign square footage.** The 39 square feet of additional signage is proposed for this existing business. Minus the existing signage there is a remainder of 214.19 square feet of signage available for this property.

Calculation of remaining allowed signage space:

177 total considered linear feet x 1.5 square feet allowed per linear foot = 265.5 total permitted signage in square feet

214.19 square feet of signage available – 39 square feet of requested signage per this application = 175.19 square feet remaining for additional signage

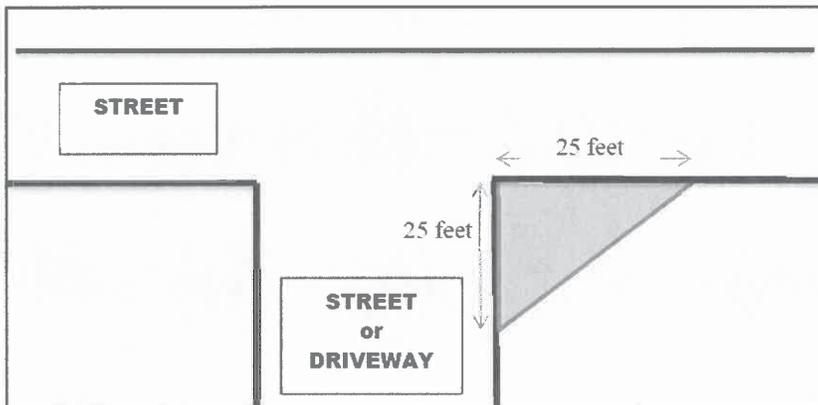
Zoning Code Chapter 7, Section 7-8 Permitted Signs. D. Off-Premise Commercial Signs:

1. **Maximum number equals one per street frontage per parcel on which the sign is placed. Proof provided to the Town of permission from the parcel owner is required prior to installation of any off-premise sign.**
2. **Maximum size of sign advertising a single use equals 32 square feet.** The proposed off-premise sign is 12 square feet. Application complies.
3. **Maximum size of sign advertising multiple uses equals 50 square feet.** No multiple uses are proposed. Application complies.
4. **Minimum separation between off-premise signs equals 600 feet, includes signs on same or different parcels.** The distance between the two signs is 327 feet. Application complies.
5. **Minimum separation between off-premise and on-site signage equals 200 feet.** The distance between the two signs is 327 feet. Application complies.
6. **Minimum setback equals the required setback of the zoning district if the parcel is developed or 10 feet if undeveloped.** Application complies.

7. *Limited to Central Business, Commercial or Industrial zoning districts.* Application complies.
8. *Fifty percent of the signage allocated to off-premise advertising shall be deducted from the allowable on-site signage of the advertising parcel.* Application complies.
9. *Maximum height of sign and base shall not exceed 10 feet above existing grade at time of construction.* Application complies.

Zoning Code Chapter 7, Section 7-10 Visibility Sight Lines: To preserve visibility at intersections sight, an unobstructed view shall be maintained within these triangular areas:

1. *At the intersection of two streets, or where a driveway or alley intersects a street, a triangle defined by measuring 25 feet in length along the curb or edge of improved roadway from their point of intersection, the Town may require more than 25 feet in high volume, high speed traffic areas.* The proposed sign will be within the applicant's shared easement with Dollar General. The proposed sign is below the 6'4" screen wall. Application complies.



No signs, except traffic signs, shall exceed a height of 30 inches above the grade of the lower roadway within the triangle area. Sign projection, or overhang, across this area shall be permitted only when the bottom of the sign is a minimum of 9 feet above grade of the higher roadway. A stop sign will be placed at the exit. Application complies.

Zoning Code Chapter 7, Section 7-8 Permitted Signs. S. 89A Overlay District:

1. *Signage shall be minimal and shall consist of either wall signs or monument signs. Wall sign shall not exceed eight feet in height and monument signs shall be no greater than four feet in height.* Application complies.

Staff Detailed Recommendations:

*Design Review Board
May 4, 2016*

Staff has determined the Application complies with all code requirements and recommends approval of **DRB-091242 Olsen's Grain** with the following stipulations of approval:

1. All signage shall be installed as reviewed and approved by the Design Review Board.
2. Installation of the sign shall be inspected and approved by the Town's Building Official.
3. All contractors shall have a current business license with the Town of Clarkdale.

Possible Motions

I move to approve application DRB-091242 with the stipulations proposed by staff.

I move to approve application DRB-091242 with the stipulations proposed by staff with the following changes/additions:

I move to postpone action on DRB-091242 until a specific date and direct staff and/or the applicant to provide the following:

I move to deny the application for DRB-091242 based on the following specific reasons:

END OF STAFF REPORT

Questions to Staff / Applicant:

Chairperson Jones asked Mrs. Koch if she had anything to share with the board and Mrs. Koch did not. Vice Chairperson Prud'homme-Bauer stated that the sign is consistent with the other signage at Olsen's Grain and she liked the idea of adding access to the business. Board Member Garvey asked why a business must have a building permit for a sign and the Community Development Director informed him that we send our Building Inspector out on every sign installation. Chairperson Jones stated that this was the first staff report she noticed the language regarding contractors having a business license. The Community Development Director stated that we have the business pull a permit and go through an inspection to ensure everything is done correctly. Chairperson Jones asked if there were any other questions.

Public Comment: None

BOARD ACTION: Board Member Snyder moved to approve the signs for Olsen's Grain with the following three stipulations recommended by staff plus an additional stipulation from the Board:

1. All signage shall be installed as reviewed and approved by the Design Review Board.
2. Installation of the sign shall be inspected and approved by the Town's Building Official.

3. All contractors shall have a current business license with the Town of Clarkdale.
4. Before the approved off-premise sign is installed, the applicant must have a letter from Dollar General permitting public access.

Vice Chairperson Prud'homme-Bauer seconded the motion to approve. The motion passed unanimously.

- b. **CONSIDERATION AND POSSIBLE ACTION DRB #091243:** Discussion/possible action regarding an application for design review of a proposed a wall sign for Nate's Cowboy Café, located at 1481 State Route 89A Parcel #406-26-344A.

STAFF REPORT

Background:

Mr. Nate Wagner has submitted an application to Design Review for two wall signs and new monument inserts for Nate's Cowboy Cafe, a business located at 1481 State Route 89A and further identified as Assessor's Parcel Number 406-26-344A. The property is zoned Commercial.

The following topics are presented from the application.

Signs:

The two proposed wall signs will be located as follows: one on the wall above the patio entrance 12' x 16' facing Paloma Way, and one on the outer patio wall 3' x 14' facing State Route Highway 89A. Two 4' x 8' monument inserts will replace the inserts on the existing monument facing State Route Highway 89A.

Colors:

Colored text consisting of "reJuice" will be black lettering on a grass image below text and the letter "i" will have an image of an orange for the dotting of the "i". Text for "Coffee &" will be white in an orange background. Text for "Smoothie" will be white in a green background. Text for "Patio Bar" will be white in an orange background. Text for "Cowboy Café" will be white with a brown background. Text for "Nate's" and "Salads – Burgers – Steaks – Pies – Cocktails" will be black on a brown background.

Fonts:

"Nate's" font will be Papyrus. "Salads – Burgers – Steaks – Pies – Cocktails" font will be Tahoma Bold. "reJuice!, Coffee, Smoothies, Juice" font will be Strawberry Muffins.

Materials and Attachment:

Sign material will be 18 oz. industrial vinyl with UV rated ink used on commercial billboards. Average life span of material is 5 to 7 years. Wall sign method of attachment will be 2" x 1/4" lag bolts through brass grommets every 24" and will be attached directly to the building.

Staff Analysis

Pertinent Design Guidelines as reviewed by DRB on 02/06/2013

1. ***No more than three different fonts should be used in the text for the sign.*** The proposed monument sign has (4) fonts and exceeds the suggested font counts. The monument has two logos on it and the applicant is aware of the font counts.
2. ***Sign should have no more than 50 percent opacity. Dark background colors are preferred.*** The proposed sign complies with the new criteria, featuring logo colors and graphics.
3. ***Signs should be non-reflective.*** The proposed sign has no reflectivity.
4. ***Signs should be readable from the closest major road.*** The readability of the sign complies with the new criteria.

Zoning Code Chapter 7, Section 7-8 Permitted Signs. P. Wall Signs:

1. ***Maximum number equals one per approved wall area. An approved wall area, per Definitions, Chapter Two of the Town of Clarkdale Zoning Code is a wall facing a public street or containing the primary public access.*** The proposed wall sign will be visible from Paloma Way. Application complies.
2. ***Maximum height equals top of wall to which affixed.*** Application complies.
3. ***Maximum projection from wall surface equals 18 inches, with a minimum clearance of 9 vertical feet if located over a public right-of-way.*** The proposed sign does not project from the wall. Application complies.

Zoning Code Chapter 7, Section 7-9 Maximum Sign Square Footage for Commercial Uses: The property's linear street frontage is 500' including the newly opened Paloma Way and street frontage on 89A. The size of the proposed signs per this application = 58 square feet.

Calculation of remaining allowed signage space:

500 total considered linear feet x 1.5 square feet allowed per linear foot = 750 total square feet of signage permitted.

*Design Review Board
May 4, 2016*

750 permitted signage in square feet – 168 square feet of existing signage = 582 square feet.

582 square feet – 58 square feet of requested signage per this application = 524 square feet remaining for additional signage. Application complies.

Zoning Code Chapter 8 Outdoor Lighting Code Section 8-7 N Lighting Requirements: Proposed monument sign lighting complies with this code.

N. Lighting used for all externally illuminated signs shall conform to all restrictions of this ordinance, shall be fully shielded, and shall be turned off at 10:00 p.m. or at the close of business whichever is later.

Staff Detailed Recommendations:

Staff has determined the Application complies with all code requirements and recommends approval of **DRB-091243 Nate's Cowboy Café signs** with the following stipulations of approval:

1. All signage shall be installed as reviewed and approved by the Design Review Board.
2. Installation of the sign shall be inspected and approved by the Town's Building Official.
3. All contractors shall have a current business license with the Town of Clarkdale.

Possible Motions

I move to approve application DRB-091243 with the stipulations proposed by staff.

I move to approve application DRB-091243 with the stipulations proposed by staff with the following changes/additions:

I move to postpone action on DRB-091243 until a specific date and direct staff and/or the applicant to provide the following:

I move to deny the application for DRB-091243 based on the following specific reasons:

END OF STAFF REPORT

Questions to Staff / Applicant:

Chairperson Jones thanked Mr. Wagner for coming and asked if there was anything he would like to share. Mr. Wagner stated that the materials for the signs are the same as the existing signs and they have held up well. Board Member Snyder asked if re-Juice is a brand concept and Mr. Wagner stated that it is completely separate from Nate's Cowboy Café with different hours. Vice Chairperson Prud'homme-

*Design Review Board
May 4, 2016*

Bauer stated that she was unsure if the Nate’s Cowboy Café sign needed to list the food items that the restaurant has. Mr. Wagner agreed that the wording could be removed. Chairperson Jones stated that there should be some type of delineation between the two signs so people are aware there are two separate businesses. She also thought the sign above the arches was a very smart idea. Vice Chairperson Prud’homme-Bauer stated that she agreed with the suggestion. The GIS/Planner II asked Mr. Wagner how early re-Juice would be opening and he stated that they would be opening at 7 a.m.

Public Comment: None

BOARD ACTION: Vice Chairperson Prud’homme-Bauer moved to approve the application with the following three stipulations recommended by staff plus an additional stipulation from the Board::

1. All signage shall be installed as reviewed and approved by the Design Review Board.
2. Installation of the sign shall be inspected and approved by the Town’s Building Official.
3. All contractors shall have a current business license with the Town of Clarkdale.
4. The wording under Nate’s Cowboy Café (Salads, Burgers, Steaks, Pies, & Cocktails) is to be removed and replaced with a thick black line to delineate the two signs (Nate’s Cowboy Café & re-Juice).

Board Member Garvey seconded the motion to approve. The motion passed unanimously.

- c. **CONSIDERATION AND POSSIBLE ACTION DRB #091244:** Discussion/possible action regarding an application for design review of signs, lighting and paver area for Arizona Copper Art Museum located at 849 Main Street, Parcel # 400-06-032B.

STAFF REPORT

Background:

Mr. Drake Meinke has submitted an application for design review for signs, lighting and a paver area. Property is located at 849 Main Street and is further identified as Assessor’s Parcel Number 400-06-032B. The property is zoned Industrial (I).

The following topics are presented from the application.

Tree Lighting:

Lighting on (6) six trees will have Christmas tree style LED 110V warm white colored lights spiraled up the trunks. The branches will have purplish colored lights spiraled up the branches and clustered around the tops. The strands will be green.

Tribute Lighting:

Lighting on the tribute to the Arizona State flag will be red, orange, blue and yellow LED rope lights. Lighting will be attached to cables using thin gauge wire.

Monument Lighting:

The two small columns will have warm white rope lights placed in the top sections to give the same lighting effect as the two tall columns.

Signs:

The proposed (4) railing signs will be hung on the railing of the steps at Main Street.

Color:

Colored text will be made of 4" steel letters and painted black.

Font:

Font will be Saltino, matching the font currently being used at the museum.

Materials and Attachment:

Sign material will be ¼" plywood with double sided copper panels attached each side. Letters will be attached with non-removable screws. The (4) Railing signs will be 1' tall x 5'2" wide. The signs will slide into a welded channel on each side of the stairs.

Handrail:

The proposed iron handrail will be on the North side stairs facing Main Street. The handrail will match the existing handrail at the entrance to the museum. Applicant is installing the handrail for additional safety. Applicant found that visitors to the museum often use the steps leading to Main Street.

Cable, attachment and supports:

The proposed cable attachments and supports for the lighting tribute to the Arizona State flag will have 1/16" to 1/8" thick steel cables connected to the top of existing columns. Cables will be bolted into the concrete walls using large eye-bolts. Turnbuckles will be used for tensioning the cables located near the column's tops. The clearance from the parking lot surface to the cables will be a minimum of 14' and higher in drivable areas. Semi-trucks can drive in the parking lot including delivery trucks. The rope lights are clear in color and will be similar to the cables during day-time.

Centennial Logo Marker:

The moving of the existing Arizona Centennial Marker from the parking space to the front of the monument sign will add two parking spaces to the museum. The logo is approximately 87 square feet in area.

Pavers:

The proposed 4” x 8” pavers are old town blend. Pavers match the existing pavers in parking lot. The 42’ x 13’ paver area is located at the southwest edge of the museum property.

Purpose and Applicability of Design Review

Zoning Code Chapter 11, Section 11-1 Purpose and Applicability of Design Review.

A. This ordinance shall apply to new buildings and redevelopment as defined in this ordinance or the Town of Clarkdale Zoning Ordinance, except single family dwellings and accessory uses, and shall also apply to all public buildings and facilities. Structures (other than buildings), signs, landscaping, parking areas, public facilities and enclosures will be reviewed by the Design Review Board if a part of new building development or building redevelopment.

Staff Analysis

Zoning Code Chapter 11, Section 11-4 Review Criteria for Design Review Approval.

‘The Design Review Board shall review applications for design approval of new construction, alterations, additions, or renovations to existing buildings or structures...’

Zoning Code Chapter 8, Section 8-3 Definitions.

A. *As used in this Ordinance, unless the context clearly indicates otherwise, certain words and phrases shall mean the following: 4. Class 3 Lighting: means any outdoor lighting used for decorative effects, including but not limited to architectural illuminations, flag monument lighting and illumination of trees, bushes, etc.* The proposed illumination per this application will be of trees, small columns on the existing monument sign and the tribute to the Arizona state flag. Application complies.

Zoning Code Chapter 8, Section 8-7 Lighting Requirements.

R. *Shielding/Use Code: A = allowed, unshielded, Class 3 lighting All lamp types below 2050 lumens. (Note #2: Lights shall be shielded whenever feasible to minimize light spilled into the night sky or adjacent properties. Unshielded light (all types) are limited to a minimum of 5,500 lumens per net acre (see Section 8-7J. Residential parcels and development projects containing one net acre or less are allowed 5,500 lumens of unshielded light (all Classes).* The tree lumens will have 10 white strands = 880 lumens + 12 purple strands = 264 lumens per a 22 strand for a total of 1,144 lumens. The lumens for the tribute to the Arizona state flag will have 12 strands = 1,200 lumens. Per this application, a total of 2,344 lumens are proposed. Applicant is allowed 4,565 lumens per the .83 acre. 2,221 lumens remain for additional lighting. Application complies.

Zoning Code Chapter 11, Section 11-4, Review Criteria for Design Review Approval.

The following sections from the Code are those that pertain to this application.

*Design Review Board
May 4, 2016*

1. **MATERIAL, TEXTURE AND COLOR:** *The materials, textures and colors of the façade of a building shall be visually compatible with the predominant materials, textures and colors used in the buildings and structures to which they are related.*

During the March 4, 2015 Design Review, the applicant received approval for a fabric canopy of three 4' wide sections; the first section had a length of 14', and the last section had a length of 20'. The three sections had 3' air gaps between each piece of fabric. Fabric was made of a copper sheen ultralight and stretchable. The fabric canopy was supported on cables mounted to the existing monument sign pillars and extended to the rooftop of the Copper Art Museum. With this application the applicant is proposing to modify the cable installation as a tribute to the Arizona state flag

2. **ACCESSORY FEATURES:** *Garages, carports, sheds, enclosures, walkways, stairways, and landings shall be visually compatible with buildings and structures to which they are related.* Matching pavers of the same color and style as existing parking lot will be used in the proposed paver area. The pavers are an improved hardscape to the museum. The handrail will match the existing handrail at the entrance to the museum. Application complies.
3. **LIGHTING:** *Any on-site illumination shall be architecturally compatible to the overall project and not create a negative or visually detrimental effect on the building or neighboring properties.* The decorative lighting will not be bright and will not pose a visually detrimental effect. Application complies.

Signs:

Zoning Code Chapter 7, Section 7-2 General Provisions.

G. All commercial signs, other than temporary signs, must receive approval from the Design Review Board prior to placement. Presently we do not regulate on-premise signs on railings. The Code is silent on this subject. The applicant's sign request is in compliance with the total amount of signage permitted for this parcel.

Calculation of remaining allowed signage space:

404.92 total considered linear feet x 1.5 square feet allowed per linear foot = 607.38
total square feet of signage permitted.
607.38 permitted signage in square feet – 364.93 square feet of existing signage =
312.93 square feet.

312.93 square feet - 20 square feet of requested signage per this application =
292.93 square feet of remaining for additional signage. Application complies.

Centennial Logo Marker:

The move of the Centennial Marker logo qualifies as an information sign authorized by a state agency. Therefore the logo is exempt from the Town's Sign Code.

Pertinent Design Guidelines as reviewed by DRB on 02/06/2013

1. *No more than three different fonts should be used in the text for the sign.* The proposed signs have (1) font and do not exceed the suggested font counts.
2. *Sign should have no more than 50 percent opacity. Dark background colors are preferred.* The proposed signs comply with the new criteria, featuring a satin copper panel.
3. *Signs should be non-reflective.* The proposed signs have no reflectivity.
4. *Signs should be readable from the closest major road.* The readability of the signs complies with the new criteria.

Zoning Code Chapter 8 Outdoor Lighting Code Section 8-7 Lighting Requirements:

N. Lighting used for all externally illuminated signs shall conform to all restrictions of this Ordinance, shall be fully shielded, and shall be turned off at 10:00 p.m. or at the close of business whichever is later. The applicant agrees to comply with this ordinance.

Staff Detailed Recommendations:

Staff has determined the Application complies with all code requirements and recommends approval of **DRB-091244 AZ Copper Art Museum** with the following stipulations of approval:

1. All signage shall be installed as reviewed and approved by the Design Review Board.
2. Installation of the handrail shall be inspected and approved by the Town's Building Official.
3. All lighting and hardscape as installed shall comply with Town Code.

Possible Motions:

I move to approve application DRB-091244 with the stipulations proposed by staff.

I move to approve application DRB-091244 with the stipulations proposed by staff with the following changes/additions:

I move to postpone action on DRB-091244 until a specific date and direct staff and/or the applicant to provide the following:

I move to deny the application for DRB-091244 based on the following specific reasons:

END OF STAFF REPORT

Questions to Staff / Applicant:

*Design Review Board
May 4, 2016*

Chairperson Jones asked Mr. Meinke if he had anything he wanted to add. Mr. Meinke stated that he did not have anything to add and thanked the Board. Chair Jones chose to address each topic within the application one at a time.

First, the proposed lights in the trees were considered. Vice Chairperson Prud'homme-Bauer stated she was not against the lights but she wanted to make sure maintenance on the lights would be continued. Board Member Snyder stated she liked the lights but wanted to know why they were being put up. Mr. Meinke stated the museum needs to stay in step with all Arizona museums and it is about image. He said it's what people expect to see and many Arizona Museums have lit trees. Chairperson Jones asked if they are they going to be on at a time anyone would see them and she understood having them on at the holidays. She also stated it seems like a big effort if you will only see them a few times per year. The GIS/Planner II stated that Mr. Meinke will comply with Town Lighting Code. The Community Development Director shared some outside lighting was previously put up to make a bolder statement for a previous night event. Board Member Snyder asked whether or not they are going to be on every night. Mr. Meinke stated only if there is an event as people from other communities are not used to how dark Clarkdale is. Chairperson Prud'homme-Bauer stated she didn't think it was a bad thing if they were on every night. The GIS/Planner II stated the way the code is written, Mr. Meinke can have the lights on until 10 p.m. and that based on research of lumens, the lights would be well under the maximum amount.

Next, the installation of lights as a tribute to the Arizona flag was considered. Chairperson Jones asked if the cable wires they had approved at a previous meeting for a cloth banner were still up. Mr. Meinke stated that it was too windy to put material up and he had to add extra cables. Vice Chairperson Prud'homme-Bauer stated she was having some issues with the parking lot tribute lighting and she didn't see a need for it. She stated she liked the lighting for the trees but didn't really understand the lighting for the tribute. Mr. Meinke stated that he went with the state logo and wanted the museum to have an identity and he thought it was a proper tribute. Chairperson Jones agreed with Vice Chairperson Prud'homme-Bauer and stated that it felt a little over the top. Vice Chairperson Prud'homme-Bauer stated that she understood what Mr. Meinke was trying to do but she didn't think it enhanced the property in any way. Chairperson Jones agreed saying it felt out of character. Board Member Snyder asked if this was being proposed instead of the flags and if they are going to be on every night. Mr. Meinke stated that they would only be on when they are busy, during winter, and for special events. Vice Chairperson Prud'homme-Bauer stated she understood the lighting issue and Chairperson Jones stated that if lighting is an issue, maybe there is another way to address it.

The next topic considered were proposed signs on the hand rails leading down from the Museum to Main Street. Regarding these signs, Chairperson Jones asked if we have code that speaks to rail signs. The Community Development Director stated we do not. Chairperson Jones asked if the hand rails would still be functional. Vice Chairperson Prud'homme-Bauer stated she liked the fact that a center rail was being added and the rail sign would be a good way for people driving up Broadway to see the museum. Chairperson Jones stated she liked those concepts as well but we don't have any authority over rail signs. Vice Chairperson Prud'homme-Bauer asked if this is something that needs to be added to the code and the GIS/Planner II stated that as far as making a code change it could always be done but if we look at the town as a whole, there are not many rails in town. Vice Chairperson Prud'homme-Bauer stated it should

*Design Review Board
May 4, 2016*

remain the same and we will address rail signs as they come up. It was discussed that adding a center rail would be great for safety purposes.

The next topic considered was the Centennial Logo. Vice Chairperson Prud'homme-Bauer stated moving the Centennial Logo Marker would make it more visible and it was great because it created extra parking spaces. Board Member Snyder agreed. Vice Chairperson Prud'homme-Bauer stated she liked all the proposed changes except the parking lot tribute lighting. Board Member Garvey suggested letting Mr. Meinke try it and if it didn't work, he could take it down.

Lighting the two outer pillars of the monument sign was the next topic discussed. Chairperson Jones suggested lighting the image that is between the two pillars.

Overall closing comments were as follows. Chairperson Jones stated that she was trying to come up with ideas to help with lighting. Mr. Meinke asked if he could keep the wires up and put the proposed wiring up but not the lighting so that he could hang lanterns on the wires for special events. Vice Chairperson Prud'homme-Bauer stated that since the wires were already there they could stay. Community Development Director stated that given Mr. Meinke is contemplating doing lanterns on the wires that have already been approved the Board may want to modify his application to do lanterns so he doesn't have to come back. Board Member Snyder agreed that special event lighting could be on a temporary basis.

Public Comment: None

BOARD ACTION: Board Member Snyder moved to approve the application with the following three stipulations recommended by staff plus an additional stipulation from the Board :

1. All signage shall be installed as reviewed and approved by the Design Review Board.
2. Installation of the handrail shall be inspected and approved by the Town's Building Official.
3. All lighting and hardscape as installed shall comply with Town Code.
4. The parking lot tribute lighting will not be approved. The cable wiring in the application will be approved for use of special event lighting on a temporary basis.

Board Member Garvey seconded the motion to approve. The motion passed unanimously.

8. FUTURE AGENDA ITEMS:

Chairperson Jones thanked Board Member Snyder for her time on Design Review Board and stated that maybe it was a possible to get a special stipulation from Council for her to come back. Board Member Snyder agreed that it should be considered.

GIS/Planner II stated that there would be one application for the next meeting from John Tobias of PTM for an off-premise sign on 89A. He also stressed that the remaining Board Members attend all meetings now through September because they are going to be one member short. The Board discussed and agreed

that they will be able to make all meetings through September. They decided they do not need to fill the spot until then.

9. ADJOURNMENT: Board Member Snyder motioned to adjourn the meeting. Board Member Garvey seconded the motion. The motion passed unanimously. The meeting adjourned at 7:44 p.m.

APPROVED BY:

Chairperson

Chairperson Laura Jones

SUBMITTED BY:

GIS/Planner II Espolt

GIS/Planner II

MINUTES OF A REGULAR MEETING OF THE PLANNING COMMISSION OF THE TOWN OF CLARKDALE HELD ON TUESDAY, MAY 17, 2016 IN THE ADMINISTRATIVE CONFERENCE ROOM, 39 N. NINTH STREET, CLARKDALE, AZ.

A Regular Meeting of the Planning Commission of the Town of Clarkdale was held on Tuesday, May 17, 2016 at 4:00 p.m., in the Administrative Conference Room, 39 N. Ninth Street, Clarkdale, AZ.

Planning Commission:

Chair	Ida-Meri deBlanc	Present
Vice Chair	John Erickson	Present
Commissioners	Jorge Olguin	Present
	Craig Backus	Present
	Deborah Hunseder	Present

Staff:

Community Development Director	Jodie Filardo
Senior Planner	Beth Escobar

Others in Attendance: Julie Koehler, Ann with Sedona Wellness

1. **CALL TO ORDER:** Chair de Blanc called the meeting to order at 4:01 p.m.
2. **ROLL CALL:** Director Filardo called the roll.
3. **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 comments to **FIVE MINUTES**.

There was no public comment.

4. **MINUTES:**
 - a. Consideration of the **Regular Meeting Minutes of April 19, 2016.**

Commissioner Olguin moved to approve the Regular Meeting Minutes of March 15, 2016. Commissioner Hunseder seconded the motion. The motion passed unanimously.

5. **REPORTS:**

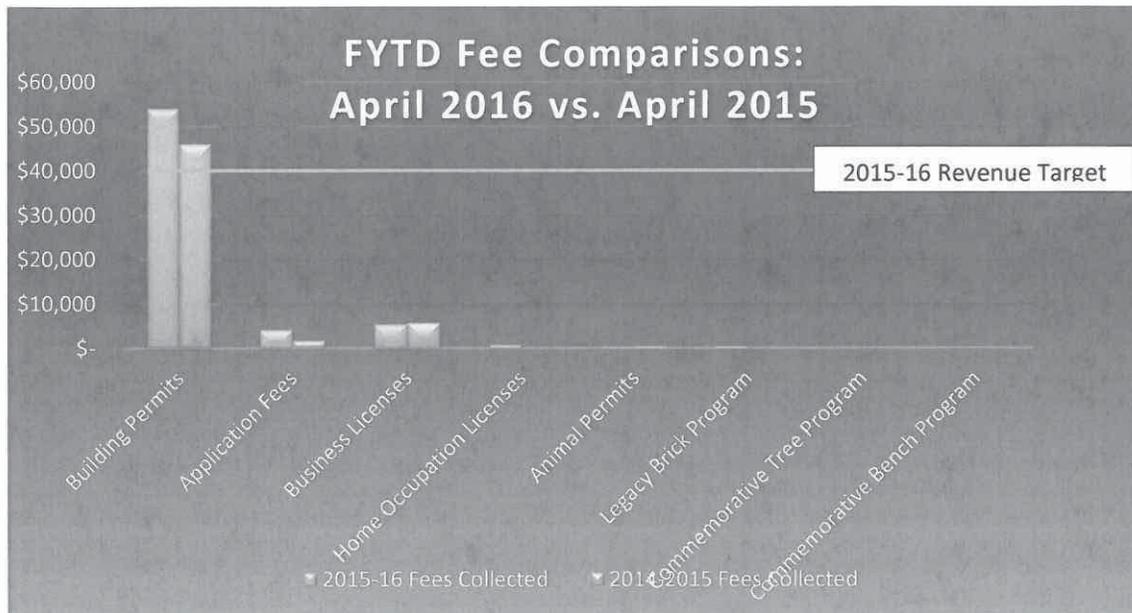
Chairperson Report – Chair de Blanc reported the taping for the CountyWide program presented by Yavapai Broadcasting regarding the SR 89A Focus Area Plan went very well.

Commissioner Erickson expressed his thanks to the Public Works crew for the cleanup of weeds along Main Street.

Commissioner Hunseder stated the Verde Valley Wine Festival on May 7 was a great event.

Director Filardo presented her report:

- **Statistics as of April, 2016 – 83% of fiscal year complete**



- **Recent Permits Issued - 8 total**

12 KW photovoltaic solar electric at 2000 Lone Star Trail

Re-roof at 1415 Main Street

Remodel of interior at 1341 SR 89a

Electrical upgrade at 581 Lincoln Drive

Accessory structure at 1100 First South Street

Fence at 2216 Austin Way

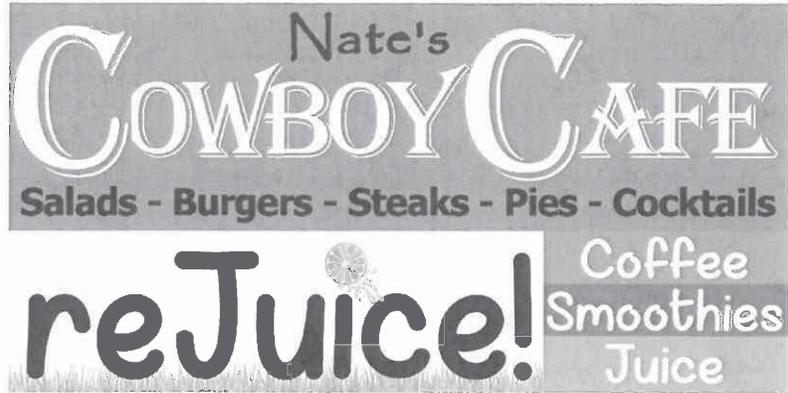
Grading at 12 East Tuzigoot Road

Electrical upgrade at 1401 Third South Street

- **Design Review Board Updates** – The following applications were considered and passed with a couple slight modifications at the May 4th meeting of the Design Review Board.

1. DRB-091242 Olsen's Grain. Discussion/possible action regarding an application for a proposed wall sign and off-premise sign, located at 1171 State Route 89A, Parcel # 406-26-314D.

2. **DRB-091243 Nates Cowboy Café.** Discussion/possible action regarding an application for a proposed a wall sign and revised monument sign inserts for Nate's Cowboy Café, located at 1481 State Route 89A, Parcel #406-26-344A.



3. **DRB-091244 Arizona Copper Art Museum.** Discussion/possible action regarding an application for signs, lighting and a paver area, located at 849 Main Street, Parcel # 400-06-032B.



4. **DRB-091228 Sedona Wellness Institute** Discussion / possible action regarding an application for a proposed monument sign, for a new business located at 414 Peace Garden Path, parcel number 400-07-026F.

- **Clarkdale Events** – The Verde Valley Wine Fest was held on May 7th in Town Park featuring local wines, craft brews and foods to delight even the most demanding palate. Sponsored by Four Eight Wineworks and Made In Clarkdale, this festival drew makers from all over Arizona with wines made from Arizona grapes only. In addition, there was live music performed throughout the event.



Despite dire weather predictions, all 800 tickets sold out and the weather held. In addition, this event featured our first-ever water station and the new, PBA-free, Made in USA tangerine Town of Clarkdale water bottles. We filled over 600 of them during the four-hour event, and the crowd loved using refillable bottles as opposed to creating loads of trash from plastic water



bottles. The next festival is planned for May 6, 2017 so mark your calendars.

- **Arts in Clarkdale** - Staff has been meeting with Elizabeth Gerstner, a Clarkdale resident, artist and teacher who is proposing an art project in the center of the Clarkdale Parkway Roundabout. Elizabeth is on the board of Made in Clarkdale, and is working with the Clarkdale Historical Society and the Jerome Historical Society to develop an art piece that resonates with the history of the two communities. She will be presenting the concept to a joint meeting of the Design Review Board and Community Services Commission prior to beginning widespread community outreach. Once the plan is finalized, it will be presented to Town Council for consideration.
- **Stars are amongst us.** May 10th is the day Planning Commission Chair Ida de Blanc and Senior Planner Escobar presented the draft SR 89A Focus Area Plan on Yavapai Broadcasting's show County-Wide.
- **Clarkdale in the news.** Two social media outlets featured Clarkdale during the week of May 7th: LocalFirst AZ and TripAdvisor.
 - Local First featured 5 Reasons to Visit Clarkdale This May: Verde Valley Wine Festival, Clarkdale Kayak Company, Arizona Copper Art Museum, Verde Canyon Railroad, and Violette's Bakery Café.
Link: <http://localfirstaz.com/news/2016/04/27/clarkdaletop5/>
 - On TripAdvisor, Clarkdale hits its 2,000th review of Things to Do. Go Clarkdale!!!
- Aaron's Blood, the film shot entirely in Clarkdale, Cottonwood, and Sedona is making its world premiere at the International Vampire Film and Arts Festival on May 26-29, 2016 in Sighisoara, Transylvania. In case you're going to be in the area, Jodie has the details.
- **Circle Garden in bloom.** Thanks to John and Isabel Erickson, the cactus garden at the corner of Ninth and Main Streets is having another banner blooming season. Here's a sample of the blossoms.



6. **OLD BUSINESS:**

a. **DISCUSSION/POSSIBLE ACTION** regarding the SR 89A Focus Area Master Plan Update

Staff gave the following report:

Background:

The first SR 89A Focus Area stakeholder's meeting was held on November 6, 2014. These meetings continued through April of 2015. During these meetings information was obtained regarding challenges to development and the types of businesses the property owners and stakeholders would like to see in this area.

This information was presented to the community in formal meetings on September 1 and November 16, 2015 and then in a series of meet and greet meetings at local businesses in March of 2016.

Staff has compiled the comments, input and feedback received during all of these meeting into a draft plan for the SR 89A Focus Area.

The draft plan is in a PowerPoint presentation format. This format will facilitate emailing and electronic posting of the plan. There are no plans to widely distribute printed copies of the report.

Plan Elements:

The plan is divided into three sections:

1. Introduction and Background including:
 - a. A map of the corridor
 - b. A description of the corridor
 - c. General Plan designation
 - d. A description of the plan development process

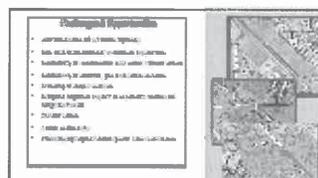
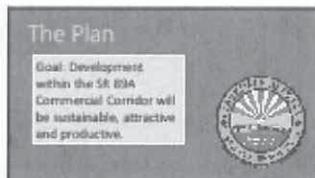
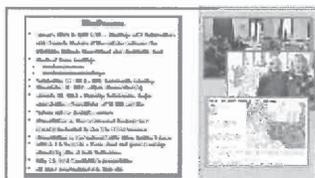
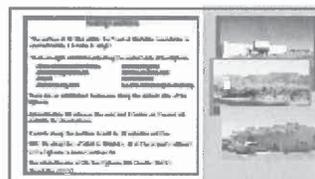
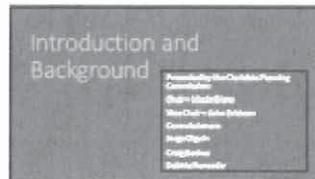
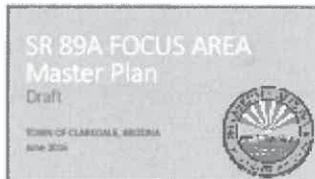
2. The Plan including:
 - a. An outline of challenges and opportunities
 - b. A list of desired businesses as expressed by the stakeholders and community
 - c. A detail of the Clarkdale Parkway Roundabout with major recommended plan components
 - d. Design standards

3. Implementation Objectives including:
 - a. Timeline for objectives and department responsible for leading the implementation

Staff will be asking for Council input on the implementation timeline.

Senior Planner Escobar presented the plan in PowerPoint:

5/18/2016



5/18/2016

Introduction

- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan



Discussion

- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan



Recommendations

- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan



Design Objectives

- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan



Implementation Objectives

- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan
- Review of the 2011-2015 Comprehensive Plan



Implementation Objectives



Objective 1	Objective 2	Objective 3	Objective 4	Objective 5
...

Summary:

In staff's opinion the plan provides a foundational description of the SR 89A corridor as it exists today and a vision for future development.

Recommendation: Staff is asking for direction from the Planning Commission regarding the draft plan and whether it is ready to move forward to Town Council for review and adoption.

Commission Discussion:

- The Commission stressed the importance of getting a handle on the weed control along SR 89A. The area was originally hydroseeded with a wildflower mix, but these plants have been overgrown by more aggressive species. Issues involved in weed control in the right-of-way include erosion control and existing drainage patterns, infrastructure protection, consistency in regulations all along the corridor.
- The Commission suggested staff meet with owners of existing businesses along the corridor first to develop solution plan before meeting with ADOT regarding weed control.
- The Commission suggested an additional slide for the plan to show the advantages of developing in Clarkdale.
- The Commission asked what the outreach plan would accomplish. Director Filardo explained the Town is not in a position to offer incentives to developers. The outreach would be tailored to businesses that fit the profile of Clarkdale. Work could also be done to create an economic development web page. The Commission offered to assist with the development of this outreach plan.
- The Commission suggested a change to the title of 'Design Standards' to clarify the importance of the elements listed and reflect the flexibility of these standards.
- The Commission suggested staff contact ADOT to get input on the plan. Senior Planner Escobar explained that an early draft had been sent to ADOT and they were supportive of the backage road concept. A final copy will be forwarded to ADOT after Council approval.

Public Input

Julie Koehler, resident of Mountain Gate, requested clarification of the term 'backage road'. Staff explained these were secondary roads along the rear of commercial property providing access to local residents into the commercial area.

Commission Action:

Commissioner Hunseder moved to move the draft plan forward to Town Council for review and approval. Commissioner Backus seconded the motion. The motion passed unanimously.

7. FUTURE AGENDA ITEMS

- a. Senior Planner Escobar stated there are two projects staff intends to bring forward to the Commission in June:
 - i. Begin discussion of the Bitter Creek Industrial Area Focus Area Plan
 - ii. Resuscitation of the Agricultural Uses Ordinance

8. ADJOURNMENT

- a. Commissioner Erickson moved to adjourn the meeting. Commissioner Hunseder seconded the motion. The meeting was adjourned at 5:04 p.m.

APPROVED BY:

SUBMITTED BY:

Ida de Blanc
Chairperson

Beth Escobar
Senior Planner

DRAFT



Staff Report

- Agenda Item:** **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 Made in Clarkdale's event to be held on Friday, June 24, 2016 and Friday, July 29, 2016 from 6:00 p.m. – 9:00 p.m. at 1000-900 Main Street, Clarkdale, AZ.
- Staff Contact:** Randy Taylor, Chief of Police
- Meeting Date:** June 14, 2016
- Background:** Made In Clarkdale has requested a Special Event Liquor License for an event to be held on Friday, June 24, 2016 and Friday, July 29, 2016 from 6:00 p.m. – 9:00 p.m. at 1000-900 Main Street, Clarkdale, AZ.
- Recommendation:** Staff recommends that the Town Council approve a recommendation to the State Department of Liquor License and Control to approve a Special Event Liquor License for Made in Clarkdale's event to be held on Friday, June 24, 2016 and Friday, July 29, 2016 from 6:00 p.m. – 9:00 p.m. at 1000-900 Main Street, Clarkdale, AZ.



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

FOR DLIC USE ONLY	
Event Date(s):	
Event time start/end:	
CSR:	
License:	

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Made In Clarkdale

SECTION 2 Non-Profit/IRS Tax Exempt Number: 46-0870363

SECTION 3 The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
- Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

Name of Business	License Number	Phone (include Area Code)
------------------	----------------	---------------------------

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(If **not** using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: On Main Street between 10th and 9th Streets

Address of Location: 1000-900 Main Street, Clarkdale, Yavapai, AZ 86324

Street	City	COUNTY	State	Zip
--------	------	--------	-------	-----

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Prud'homme-Bauer Robyn Cheryl 07/27/1954

Last	First	Middle	Date of Birth
------	-------	--------	---------------

2. Applicant's mailing address: POB 1138, Clarkdale, AZ 86324

Street	City	State	Zip
--------	------	-------	-----

3. Applicant's home/cell phone: (928) 300-1964 Applicant's business phone: (928) 300-1964

4. Applicant's email address: rcpbauer@gmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 2
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Made In Clarkdale Percentage: 100%

Address POB 161, Clarkdale AZ 86324
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 S. 126 Number of Police 3 Number of Security Personnel Fencing Barriers

Explanation: Barriers will be used to block the street and stancions with rope will mark the area for beer and food. Tickets for beer tasting will be sold at a single table where IDs will be checked and a wrist band placed on attendees.

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>June 24, 2016</u>	<u>Friday</u>	<u>6 pm</u>	<u>9 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

N↑

see attached



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Robyn Prud'homme-Bauer

(Print Full Name)

_____ declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

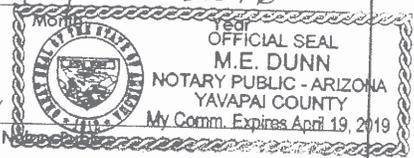
x Robyn Prud'homme-Bauer Treasurer 5/18/16 928-300-1964
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 18th May 2016
Day

State Arizona County of Yavapai

My Commission Expires on: 4-19-2019
Date

M.E. Dunn
Signature of Notary Public



SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Robyn Prud'homme-Bauer

(Print Full Name)

_____ declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

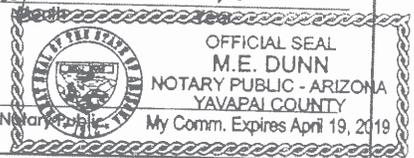
x Robyn Prud'homme-Bauer Treasurer 5/18/16 928-300-1964
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 18th May 2016
Day

State Arizona County of Yavapai

My Commission Expires on: 4-19-19
Date

M.E. Dunn
Signature of Notary Public



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 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 LICENSES AND CONTROL 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.



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	
Event Date(s):	
Event time start/end:	
CSR:	
License:	

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Made In Clarkdale

SECTION 2 Non-Profit/IRS Tax Exempt Number: 46-0870363

SECTION 3 The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
- Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

Name of Business	License Number	Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(If **not** using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: On Main Street between 10th and 9th Streets

Address of Location: 1000-900 Main Street, Clarkdale, Yavapai, AZ 86324

Street	City	COUNTY	State	Zip
--------	------	--------	-------	-----

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Prud'homme-Bauer Robyn Cheryl 07/27/1954

Last	First	Middle	Date of Birth
------	-------	--------	---------------

2. Applicant's mailing address: POB 1138, Clarkdale, AZ 86324

Street	City	State	Zip
--------	------	-------	-----

3. Applicant's home/cell phone: (928) 300-1964 Applicant's business phone: (928) 300-1964

4. Applicant's email address: rcpbauer@gmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 2
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Made In Clarkdale Percentage: 100%

Address POB 161, Clarkdale AZ 86324
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

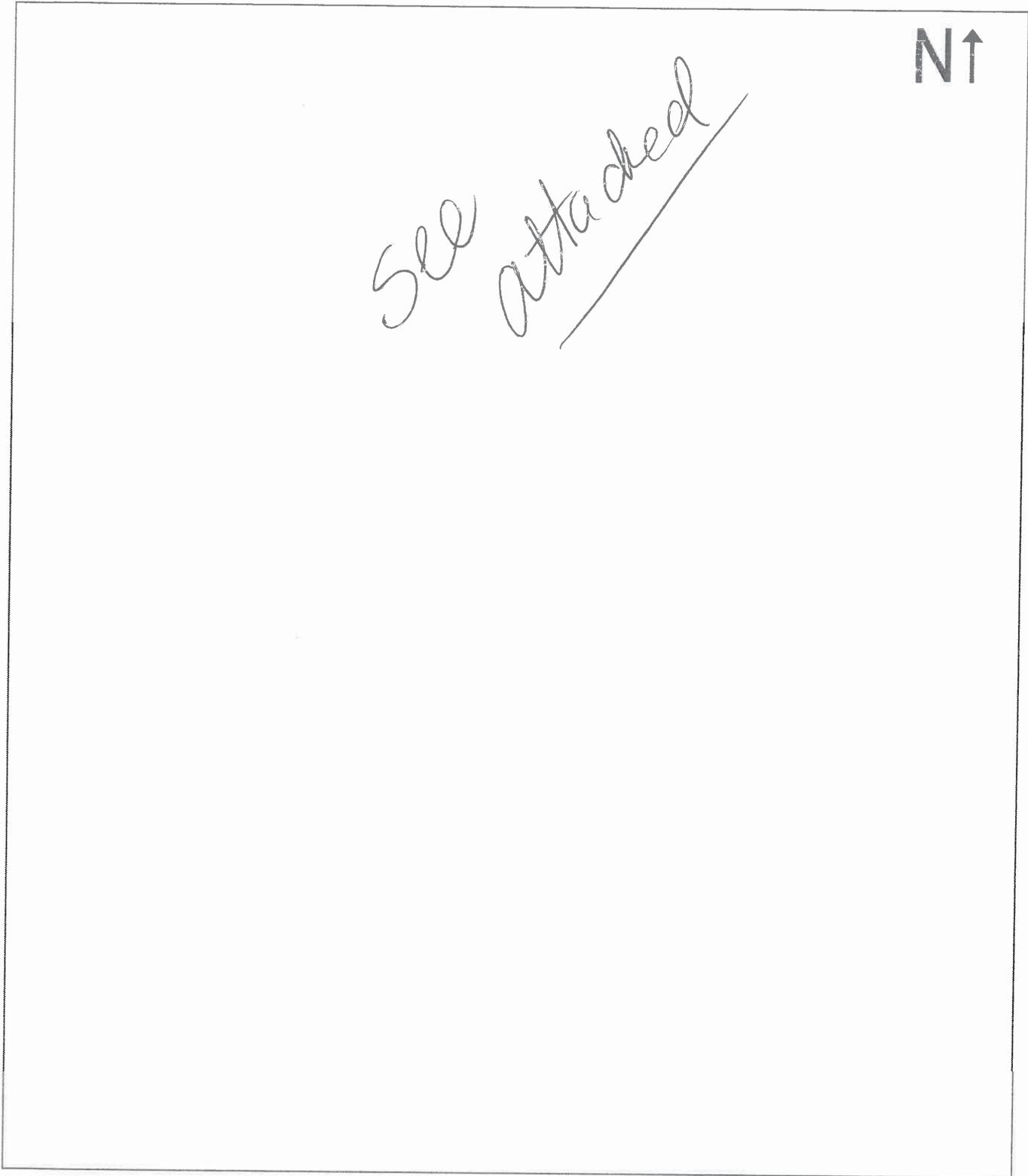
2 81726 Number of Police 3 Number of Security Personnel Fencing Barriers

Explanation: Barriers will be used to block the street and stancions with rope will mark the area for beer and food. Tickets for beer tasting will be sold at a single table where IDs will be checked and a wrist band placed on attendees.

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>July 29, 2016</u>	<u>Friday</u>	<u>6 pm</u>	<u>9 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



See attached

N ↑



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Robyn Prud'homme-Bauer

(Print Full Name)

declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

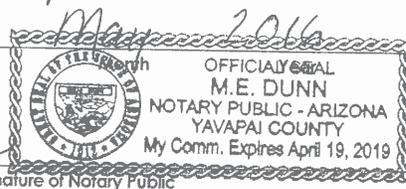
x Robyn Prud'homme-Bauer Treasurer 5/18/16 928-300-1964
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 18th

Day

State Arizona County of Yavapai

My Commission Expires on: 4-19-2019
Date



SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Robyn Prud'homme-Bauer

(Print Full Name)

declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

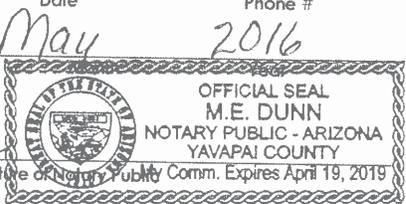
x Robyn Prud'homme-Bauer Treasurer 5/18/16 928-300-1964
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 18th

Day

State Arizona County of Yavapai

My Commission Expires on: 4-19-2019
Date



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 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 LICENSES AND CONTROL 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: **Resolution Making Appointments to the Municipal Property Corporation** – Approval of Resolution 1518, amending Resolution #1498, making appointments to the Municipal Property Corporation.

Staff Contact: Mary Ellen Dunn, Deputy Town Clerk

Meeting Date: June 14, 2016

Background: The Municipal Property Corporation has one vacancy and one expiring term on the Board.

Kerrie Snyder has been on the Municipal Property Corporation Board of Directors for several years. Her term expires July 31, 2016. Ms. Snyder resigned from the Board due to a move out of Clarkdale, creating a vacancy.

Ruth Wicks has submitted an application to fill this position. Ms. Wicks would be appointed as of July 1, 2016 through July 31, 2016 to fill the vacancy left by Ms. Snyder and be appointed to the new term of August 1, 2016 through July 31, 2019.

Jerry Wiley has also been on the Board several years. His term expires July 31, 2017. Mr. Wiley is also moving out of Clarkdale toward the end of July and will not be able to complete his position on the Board after July 31, 2016.

Ellie Bauer has submitted an application to fill this position. Ms. Bauer's appointment would be to fill the vacancy left by Mr. Wiley and would be from August 1, 2016 through July 31, 2017.

The Municipal Property Corporation is an "affiliate of the governmental unit". The charge of the MPC is to finance the cost of acquisition, construction and equipping of certain facilities by the Town of Clarkdale. The MPC Board normally meets once a year to instruct the Town Attorney to file its annual report to the corporation commission. If and when the Town is obtaining financing through the MPC additional Board meetings would be required.

Recommendation: To approve Resolution #1518 amending Resolution #1498, appointing Ruth Wicks and Ellie Bauer to the Municipal Property Corporation with terms expiring July 31, 2019 and July 31, 2017 respectively.

RESOLUTION #1518

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA, AMENDING RESOLUTION #1498 TO MAKE APPOINTMENTS TO THE MUNICIPAL PROPERTY CORPORATION BOARD OF DIRECTORS.

WHEREAS, the Mayor and Common Council have previously approved by resolution the formation of the Municipal Property Corporation; and

WHEREAS, there is currently one vacancy and one expiring term on the Board; and

WHEREAS, the bylaws of the Municipal Property Corporation states that each director shall hold office until the term expires and a successor shall be appointed; and

WHEREAS, the following people are currently seated as members of the Municipal Property Corporation Board of Directors with terms ending as follows:

Name	Term Ends
Jerry Wiley	July 31, 2017
Janice Benatz	July 31, 2018
VACANT	July 31, 2016

BE IT RESOLVED THAT the following persons are hereby appointed to fill the vacancies on the Municipal Property Corporation Board of Directors, with terms as follows:

Name	Term
Ruth Wicks	July 1, 2016 to July 31, 2019
Ellie Bauer	August 1, 2016 to July 31, 2017

PASSED AND ADOPTED this 14th day of June, 2016 by the Mayor and Common Council of the Town of Clarkdale, Arizona.

APPROVED

ATTEST

Doug Von Gausig, Mayor

Kathy Bainbridge, Town Clerk/Finance Director

Town of Clarkdale
Board and Commission Application

Before you begin....

Thank you for your interest in serving on a Clarkdale board or commission. Terms for boards and commissions are two years, beginning on October 1st and ending on September 30th. Appointments are occasionally made before terms end due to a vacancy. Applicants are asked to participate in an informal interview process by an interview committee consisting of a staff member, a Councilmember and a member of the board or commission for which you are applying. This committee makes a recommendation to the Town Council. This process helps us to get to know you better and assists the Town Council in matching applicants to board/commission openings. The Town Council encourages all citizens to be involved in their government, however occasionally there are more applicants than there are positions to fill. Should you not be appointed, we encourage you to consider the many other volunteer opportunities with the Town.

This application is a public record, and as such may be disclosed to the public under Arizona's Public Records Laws. The applicant's name may also appear on the Town's website. Please call the Town Clerk at 639-2400 if you have any questions or concerns about the disclosure of specific information.

Choice of Board or Commission

Please type or print clearly in ink. If you need more space, please attach additional pages as needed. A description of each board and commission is attached at the back of this application. Please indicate which board(s) or commission(s) you are interested in and number them in order of preference, with number one being your first choice.

Board of Adjustment
 Design Review Board
 Planning Commission

Community Services Commission
 Municipal Property Corporation
 Public Safety Personnel Retirement Board

Contact Information

Name: Ellie Bauer Date: 1 June 2016
Physical Address: [redacted] Clarkdale
Mailing Address: [redacted] Clarkdale 86324
Home Telephone: [redacted] Email Address: [redacted]
Current Employer: self
Work Address: [redacted] Work Phone #: [redacted]
May we contact you at work? Yes No

Required Information

1. Are you now or have you ever been employed by the Town of Clarkdale? Yes No
2. Are any of your relatives, either by blood or marriage, employed by the Town of Clarkdale? Yes No

3. Except for minor traffic violations, have you ever been convicted of any violation of federal, state, local or military law or statute? Yes No If the answer to 1, 2 or 3 is 'yes', please explain below or on an attached sheet of paper.

4. Why are you interested in serving on this (these) board(s) or commission(s)? I am interested in this process of financing the cost of "acquiring, constructing and equipping certain facilities and ~~infrastructure~~ infrastructure" by the Town of Clarkdale. My previous participation in our government may be of use. I have been a council member and a planning commissioner.

5. Please describe your qualifications for serving on this (these) board(s) or commission(s).

Co-founder Clarkdale P of C, made in Clarkdale and co-owner Alvera Marble. Working in finances was part of my responsibilities.

Earl and I took time out to be Peace Corps volunteers in Nepal followed by work in Cameroon. In Clarkdale, bought Alvera Marble and at retirement gave the business to our children.

Optional Information

6. Please list your education background.

BFA - MFA

7. Please list professional memberships, registrations, licenses, etc. that you feel may be applicable to the board(s) or commission(s) for which you are applying.

AZ Planning Ass'n. - 2003 Distinguished Leadership Award - Elected Official

8. What previous volunteer or community service projects or activities have you participated in (does not have to be in Clarkdale)?

Opening CARBOOSE as an info center, - Clarkdale

starting a library in Cameroon,

In Nepal - introducing carrots to the food chain of our community!

Additional Information

9. Is there any other information you would like to provide which might help the Council make its decision on the appointment to the (these) board(s) and/or commission(s)?

Signature

By signing below, I understand and agree that:

1. Any material misrepresentation or deliberate omission of a fact in my application may be justification for refusal of application, or if appointed, removal from the board/commission.
2. The Town of Clarkdale has my permission to verify all data given in this application, related papers or oral interviews. I authorize such verification and the giving and receiving of any information requested by the Town of Clarkdale and I release from liability any person giving or receiving any such information. I understand that falsification of data so given or other derogatory information discovered may prevent my being appointed, or if appointed, may subject me to removal for the board and/or commission.

The Town Council selects the best matched applicants the board and commission appointments based upon qualifications, regardless of race, color, creed, sex, national origin, age, handicap or other protected groups under state, federal or local equal opportunity laws.

Applicant Signature: _____

D. H. Bann

Date: _____

1 June 2016

Where to send your application

Mail your application to:

Town Clerk, Town of Clarkdale, Post Office Box 308,
Clarkdale, Arizona 86324

or

Fax your application to:

(928) 639-2459

or

Deliver your application to:

Town Hall, 39 N. Ninth Street, Clarkdale, AZ 86324

If you need an additional copy of this application, you can download it from the Town's website at <http://www.clarkdale.az.gov>. A copy of the "Public Service Handbook", which is a handbook for Clarkdale board and commission members, is also available on the website.

Town of Clarkdale Board and Commission Application

Before you begin....

Thank you for your interest in serving on a Clarkdale board or commission. Terms for boards and commissions are two years, beginning on October 1st and ending on September 30th. Appointments are occasionally made before terms end due to a vacancy. Applicants are asked to participate in an informal interview process by an interview committee consisting of a staff member, a Councilmember and a member of the board or commission for which you are applying. This committee makes a recommendation to the Town Council. This process helps us to get to know you better and assists the Town Council in matching applicants to board/commission openings. The Town Council encourages all citizens to be involved in their government, however occasionally there are more applicants than there are positions to fill. Should you not be appointed, we encourage you to consider the many other volunteer opportunities with the Town.

This application is a public record, and as such may be disclosed to the public under Arizona's Public Records Laws. The applicant's name may also appear on the Town's website. Please call the Town Clerk at 639-2400 if you have any questions or concerns about the disclosure of specific information.

Choice of Board or Commission

Please type or print clearly in ink. If you need more space, please attach additional pages as needed. A description of each board and commission is attached at the back of this application. Please indicate which board(s) or commission(s) you are interested in and number them in order of preference, with number one being your first choice.

- Design Review Board
 Parks and Recreation Commission
 Municipal Property Corporation
 Public Safety Personnel Retirement Board

- Board of Adjustment
 Library Advisory Board
 Planning Commission
 Other: _____

Contact Information

Name: Ruth Marie Wicks Date: 5.31.2016

Physical Address: 112 Main Street

Mailing Address: PO Box 223 Clarkdale, AZ 86234

Home Telephone: 928 634 6507 Email Address: rwicks55324@gmail.com

Current Employer: n/a

Work Address: n/a Work Phone #: cell 928 300 9270

May we contact you at work? Yes No

Required Information

1. Are you now or have you ever been employed by the Town of Clarkdale? Yes No
2. Are any of your relatives, either by blood or marriage, employed by the Town of Clarkdale? Yes No

3. Except for minor traffic violations, have you ever been convicted of any violation of federal, state, local or military law or statute? Yes No If the answer to 1, 2 or 3 is 'yes', please explain below or on an attached sheet of paper.

4. Why are you interested in serving on this (these) board(s) or commission(s)?

Yes, I would be glad to help our community out and serve on the Municipal Property Corporation.

5. Please describe your qualifications for serving on this (these) board(s) or commission(s).

Certainly, keenly interested in seeing to the welfare of our community. I have a understanding of the budget process, the importance of maintaining and securing infrastructure that will be needed in the future and will be open and honest with the staff and the committee.

Optional Information

6. Please list your education background.

Bachelor of Social Studies, Loretto Height, Denver, CO 1966
Masters of Education, Emphasis in Guidance and Counseling, Colorado State University 1971
Post Graduate Work at Arizona State University, Northern Arizona University and University of Arizona.

7. Please list professional memberships, registrations, licenses, etc. that you feel may be applicable to the board(s) or commission(s) for which you are applying.

Unaware that I have any of these credentials.

8. What previous volunteer or community service projects or activities have you participated in (does not have to be in Clarkdale)?

Worked twice on the towns 10 year plan. Once in the '80's and again several years ago.
Helped with the flags over the past few years.

Helped create and maintain Mingus Connection, Mingus Union High School's Foundation since 1991.

Additional Information

9. Is there any other information you would like to provide which might help the Council make its decision on the appointment to the (these) board(s) and/or commission(s)?

None

Signature

By signing below, I understand and agree that:

1. Any material misrepresentation or deliberate omission of a fact in my application may be justification for refusal of application, or if appointed, removal from the board/commission.
2. The Town of Clarkdale has my permission to verify all data given in this application, related papers or oral interviews. I authorize such verification and the giving and receiving of any information requested by the Town of Clarkdale and I release from liability any person giving or receiving any such information. I understand that falsification of data so given or other derogatory information discovered may prevent my being appointed, or if appointed, may subject me to removal for the board and/or commission.

The Town Council selects the best matched applicants the board and commission appointments based upon qualifications, regardless of race, color, creed, sex, national origin, age, handicap or other protected groups under state, federal or local equal opportunity laws.

Applicant Signature: Ruth Marie Wicks Date: 5.31.2016

Where to send your application

Mail your application to: Town Clerk, Town of Clarkdale, Post Office Box 308,
Clarkdale, Arizona 86324

or

Fax your application to: (928) 639-2409

or

Deliver your application to: Town Hall, 39 N. Ninth Street, Clarkdale, AZ 86324

If you need an additional copy of this application, you can download it from the Town's website at <http://www.clarkdale.az.gov>. A copy of the "Public Service Handbook", which is a handbook for Clarkdale board and commission members, is also available on the website.



Staff Report

Agenda Item: **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CLARKDALE AND THE VERDE VALLEY FIRE DISTRICT FOR FIRE CODE ENFORCEMENT –**
Discussion and possible action regarding the execution of an Intergovernmental Agreement (IGA) with the Verde Valley Fire District for Fire Code Enforcement.

Meeting Date: 6/14/2016

Prepared By: Gayle Mabery, Town Manager

Background: Upon formation of the Clarkdale Fire District in 2007, the Town of Clarkdale executed an Intergovernmental Agreement with the District to provide Fire Code Enforcement, including reviewing and approving all building plans concerning fire protection requirements, and compliance with the 2012 International Fire Code and any amendments or appendices thereto, within the geographic boundaries of the Town's incorporated limits.

With the impending July 1, 2016 consolidation of the Clarkdale Fire District with the Verde Valley Fire District, it is necessary to execute a new Fire Code Enforcement agreement with the Verde Valley Fire District.

The terms and conditions of our original agreement with the Clarkdale Fire District remain the same, with the exception of updated language in Section 2. Term and Termination, which now allows for annual automatic extension of the agreement, and reads as follows:

Section 2. Term and Termination

This Agreement's initial term shall begin on July 1, 2016 and terminate on June 30, 2017. In the event written notice is not given by either party to this agreement to the other at least sixty (60) days prior to the termination date as hereinabove provided, this agreement shall automatically be extended on the same terms and conditions herein provided, all for an additional period of one year. Said agreement shall continue thereafter for additional one-year periods unless either party hereto gives at least sixty (60) days written notice in advance of the then applicable expiration date, to the other party that the party does not wish to extend this agreement for an additional one-year term.

Either party hereto may terminate this Agreement pursuant to the provisions of A.R.S. §38-511, in the event of a conflict of interest as described therein.

Either party may terminate this IGA at any time upon sixty (60) days written notice to the other party.

Recommendation: Staff recommends that the Council approve the Intergovernmental Agreement between the Town of Clarkdale and the Verde Valley Fire District for Fire Code Enforcement, with a July 1, 2016 effective date.

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE TOWN OF CLARKDALE AND THE VERDE VALLEY FIRE DISTRICT FOR FIRE CODE ENFORCEMENT

THIS AGREEMENT is effective the 1st day of July, 2016 (“Effective Date”), by and between the **Town of Clarkdale**, an Arizona municipality (hereinafter referred to as “Clarkdale” or “Town”) and the **Verde Valley Fire District**, a political subdivision of the State of Arizona (hereinafter referred to as “District”).

Recitals

WHEREAS, the Town and District are authorized, pursuant to A.R.S. §11-952 to enter into this Agreement for the purpose of carrying out their mutual responsibilities and powers; and,

WHEREAS, the Town desires to have the District provide a qualified person for the purpose of reviewing and approving all building plans concerning fire protection requirements, and compliance with the 2012 International Fire Code and any amendments or appendices thereto (“Code”), within the geographic boundaries of the Town’s incorporated limits; and

WHEREAS, the District desires to provide such a qualified person.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

Covenants

Section 1 - Services.

The Town hereby contracts with the District, for the District to provide a qualified person to review and approve all plans in connections with the installation of fire protection equipment, the approval of building plans to determine compliance with the Code, to perform inspections to determine compliance with the Code, and to provide public educational assistance when appropriate to secure compliance with the Code.

Section 2. – Term and Termination.

This Agreement’s initial term shall begin on July 1, 2016 and terminate on June 30, 2017. In the event written notice is not given by either party to this agreement to the

other at least sixty (60) days prior to the termination date as hereinabove provided, this agreement shall automatically be extended on the same terms and conditions herein provided, all for an additional period of one year. Said agreement shall continue thereafter for additional one-year periods unless either party hereto gives at least sixty (60) days written notice in advance of the then applicable expiration date, to the other party that the party does not wish to extend this agreement for an additional one-year term.

Either party hereto may terminate this Agreement pursuant to the provisions of A.R.S. §38-511, in the event of a conflict of interest as described therein.

Either party may terminate this IGA at any time upon sixty (60) days written notice to the other party.

Section 3. – Collection of Fees.

The Town shall establish, from time to time, a separate fee for fire code compliance review, and collect same as part of the building permit fees of the Town. The Town will collect such fees in the ordinary course of issuing building permits. The Town shall remit that fee for fire code compliance review to the District on a regular basis, which shall be at least quarterly. The District shall notify the Town in writing, at least ninety (90) in advance of each calendar year, of the estimated fee for performance of the fire code compliance review, so that the Town can institute said fee, and collect same as provided herein. The District shall provide the services provided for in this Agreement to the Town, in consideration of payment of said fire code compliance review fees by the Town to the District.

Section 4. - Appeals.

An appeal of the District's Fire Code decisions, may be taken by the person aggrieved, to the Town of Clarkdale Board of Adjustment, in writing, on forms to be provided by the Town. A decision of the Town's Board of Adjustment shall be final.

Section 5. - Mediation.

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

Section 6. – Indemnification.

The District hereby agrees to hold harmless from and indemnify the Town, or any of its departments, agencies, officers or employees for that portion of all costs, damages and liability incurred as a result of the negligent act or omission of an employee or agent of the District, or in the case of activity in which the law applies a gross negligent standard, any cost, damage or liability incurred as a result of the gross negligence of the employee or agent of the District.

Section 7. – Entire Agreement.

This Agreement contains the entire agreement between the parties hereto, and no terms or provision hereof may be changed, waived, discharged or terminated unless the same be in writing executed by both parties hereto.

Section 8. - Applicable Law.

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

Section 9. – Attorneys' Fees.

In the event suit is brought or an attorney is retained by either party to enforce the terms of this Agreement or to collect any monies due hereunder or to collect money damages for breach hereof, the prevailing party will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

Section 10. – Headings.

The paragraph headings contained herein are inserted only for convenience of reference and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

Section 11. Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not, in any way, be affected or impaired thereby.

Section 12. Time is of the Essence.

Time is of the essence in this Agreement.

Section 13. - Notices.

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

To the Town: Town of Clarkdale
 Attention: Town Manager
 P.O. Box 308
 Clarkdale, AZ 86324

To the District: Verde Valley Fire District
 Attention: Fire Chief
 2700 E. Goddard Road
 Cottonwood, AZ 86326

The address to which any notice, demand, or any other writing may be given or sent to any party as above provided may be changed by written notice given to such party as above provided.

IN WITNESS WHEREOF, the parties enter into this Agreement on the date set forth above.

Verde Valley Fire District

Town of Clarkdale

Ken Bishop, Chairman

Doug Von Gausig, Mayor

Date

Date

Undersigned counsel, who have determined that the Agreement is in proper form and within the powers and authority granted under the laws of this State, have reviewed the foregoing Agreement.

By: _____ Date _____
Robert S. Pecharich, on behalf of
Boyle, Pecharich, Cline, Whittington & Stallings, PLLC
Town Attorneys

By: _____ Date _____
Verde Valley Fire District Attorney



Staff Report

Agenda Item: **LEASE AGREEMENT FOR CLARKDALE FIRE STATION**
– Discussion and possible action regarding the execution of a Lease Agreement between Town of Clarkdale and the Verde Valley Fire District for the Clarkdale Fire Station located at 895 1st South Street in Clarkdale, AZ.

Meeting Date: 6/14/2016

Prepared By: Gayle Mabery, Town Manager

Background: Upon formation of the Clarkdale Fire District in 2007, the Town of Clarkdale executed a Lease Agreement with the District to allow the District to Lease the Clarkdale Fire Station, located at 895 1st South Street, from the Town of Clarkdale for continued use as a Fire Station.

With the impending July 1, 2016 consolidation of the Clarkdale Fire District with the Verde Valley Fire District, it is necessary to execute a new Lease Agreement with the Verde Valley Fire District.

The terms and conditions of our original Lease Agreement with the Clarkdale Fire District remain the same, with the exception of some updated language, including in Section 2 a new 5-year lease term that begins July 1, 2016. Additionally, Section 4 now incorporates the original lease by reference to its recorded book and page, as the original lease satisfied the legal requirements relating to rent of the facility.

The Verde Valley Fire District Board has communicated their support for the construction of a new Fire Station in Clarkdale, but with a yet to be determined completion date for that project. Once a new Fire Station is constructed, the Town anticipates that the District will no longer require use of the Clarkdale Fire Station, and the building's availability will revert back to the Town.

Recommendation: Staff recommends that the Council approve the Lease Agreement for the Clarkdale Fire Station between the Town of Clarkdale and the Verde Valley Fire District, with a July 1, 2016 effective date.

LEASE AGREEMENT

CLARKDALE FIRE STATION

THIS LEASE AGREEMENT is made and entered this 1st day of July, 2016, by and between the **Town of Clarkdale**, an Arizona municipality (hereinafter referred to as "Clarkdale" or "Town") and the **Verde Valley Fire District**, a political subdivision of the State of Arizona (hereinafter referred to as "District").

Recitals

1. Town currently owns the property at 895 1st South Street, Clarkdale, Arizona, legally described as set forth herein, and generally described as "Fire Station". The District desires to enter into an agreement whereby the Town leases said property to the District, so that the District may use such property for the operation of a fire station.
2. The parties hereto are authorized to enter into this Agreement pursuant to A.R.S. 11-952.

THEREFORE, it is agreed as follows:

Covenants

Section 1 - Description of Property.

The Town agrees to lease and the District to hire from the Town, the property located at 895 1st South Street, Clarkdale, Arizona, as legally described in Exhibit A. As used in this Lease, the term "Fire Station" refers to the real property described above, and to any improvements located on that property and the parking area, as more specifically set forth in Exhibit B.

Section 2. - Term of Lease.

The "Occupancy Date" shall be July 1, 2016. The initial term of the lease shall be for five (5) years, commencing from the Occupancy Date.

Section 3. - Option to Renew Lease.

This Agreement shall automatically renew for successive additional five (5) year periods, provided the District gives written notice to Town at least (6) months prior to the expiration of the original term of this Agreement or subsequent term of Agreement. The option to renew this Agreement shall be on the same terms and conditions as set forth herein.

Section 4. - Rent.

The consideration to the Town for this Lease was negotiated and paid in full under a Lease Agreement between the Town and the Clarkdale Fire District that was executed on July 1, 2007 and terminated on June 30, 2016. Said original lease was recorded on September 25, 2007 in the Official Records at the Yavapai County Recorder's Office, Book 4542, Page 269.

In addition to the consideration paid in full and referenced above, the District shall use the Fire Station for fire protection services to the citizens of the Town, and shall at the sole expense of the District, maintain the Fire Station in good repair and condition at all times.

Section 5. - Uses.

The District agrees that the Fire Station shall be used only as a fire station. Should the District desire to put the Fire Station to a use not permitted by this paragraph, the District may do so only with the express written consent of the Town. The District may erect on the Fire Station such signs as are necessary for use as a fire station. Notwithstanding the foregoing, all signs erected by the District must follow the Town's established procedures for approval of such signs and must be reviewed and approved by the Town's Design Review Board. At such time as the Fire Station shall not be used as permitted herein, this Agreement and any renewal thereof shall automatically be terminated, and possession returned to the Town, in a good and repaired condition.

In addition, the District shall have the right to use the Driveways as shown on Exhibit B attached hereto, for access to the rear of the Fire Station. District understands and agrees that said driveways are not part of this Lease, and that Town shall continue to have right of access over said Driveways for access to the Town Yard.

Section 6. - Improvements.

The District may improve or remodel the Fire Station, at the District's own expense, for the purpose of a fire station, provided that the plans and specifications of the improvements or remodel are first submitted to the Town in advance, and further provided that the Town approves those plans, in writing, in advance of any work performed.

Section 7. - Encumbrances.

The Town's fee interest in the Fire Station shall remain unsubordinated to any debt incurred by the District for construction and improvements on the property, or otherwise. District shall not permit a lien, mortgage, or encumbrance whatsoever to attach to the Fire Station.

Section 8. - Subletting and Assignments.

The District may not sublet or assign Fire Station in question, in whole or part, without the Town's consent.

Section 9. - Waste, Nuisance, Abandonment.

During the term of this Agreement, the District shall comply with the applicable laws affecting Fire Station. The District shall not commit any waste on Fire Station or any nuisance. The District shall not vacate or abandon Fire Station at any time during the term of the Agreement, unless that abandonment be pursuant to termination of this Agreement as provided below.

Section 10. - Notices.

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

To the Town: Town of Clarkdale
 Attention: Town Manager
 P.O. Box 308
 Clarkdale, AZ 86324

To the District: Verde Valley Fire District
 Attention: Fire Chief
 2700 E. Goddard Road
 Cottonwood, AZ 86326

The address to which any notice, demand, or any other writing may be given or sent to any party as above provided may be changed by written notice given to such party as above provided.

Section 11. – Building Maintenance

The District shall have the obligation to maintain the structural components of the building, including the common areas, heating, ventilation, cooling, plumbing, sewage, the essential utilities, and associated improvements, as well as, day-to-day maintenance of Fire Station. Therefore, the District agrees to accept Fire Station in an "as is" condition. District and Town may cause an inspection to be held from time to time.

Section 12. - Utilities.

In addition to the consideration herein agreed to be paid, District shall pay before delinquency all charges or utilities used by District, including water, gas, telephone, sewage, waste disposal, and electricity. District agrees not to prevent any of said charges of any kind to accumulate or become a lien against said Fire Station. Any money or security deposits of District to procure such utility services shall be and remain the money or property of District.

Section 13. - Non-Liability of Town; Indemnification of Town.

The District shall indemnify and hold harmless Town, its agents and employees, from and against any and all claims arising from: (a) District's use of Fire Station, (b) the conduct of the District's business or anything else done or permitted by District to be done in or about Fire Station or elsewhere in the property, (c) any breach or default on the performance of District's obligations under this Agreement, or arising from any negligence of the District, of District's agents, contractors or employees, (d) the structural, building or utility imperfections existing at the time of this Agreement. The liability to District to indemnify Town, its agents and employees, shall not extend to any matter against which Town shall be effectively protected by insurance, provided that if any liability shall exceed the amount of effective and collectable insurance, the liability of District shall apply to the excess. Whether the insurance is "effective" depends in part, but not by way of limitation, on the absence of any defense to coverage made by the insurer.

Section 14. - Insurance.

A. *General Liability Insurance.* During the entire term of this Agreement, or any extensions thereof, District shall cause to be written and maintain a policy or policies of public general liability insurance. The policy or policies shall insure District against claims and demands made by any person or persons for any injuries received in connection with the operation and applicable maintenance of the lease of Fire Station, and any improvements, and for any other risk insured against by such policies. Such policy or policies shall be written with limits of not less than two million dollars (\$2,000,000.00) combined single limit for damages incurred or claim for bodily injury, death, or otherwise, plus one hundred thousand dollars (\$100,000.00) for damages to property. All such policies shall name District and Town, as their respective interests may appear, as insured persons. District shall properly deliver a copy of the policy or policies to Lessor as soon as they are written.

B. *Casualty Insurance.* During the time of this Agreement or extension thereto, Town shall keep insured the Fire Station, together with improvements against all loss or damage by fire and windstorm, and "extended coverage" at the Town's option and expense. The amount of the insurance shall be for the full insurable value.

C. *Premiums.* District shall pay the premiums for the general liability insurance policy required by this section, and shall deliver to Town evidence of such payment before the time of any premium becomes delinquent and send proof of payment to the Town.

Section 15. - Town's Right of Entry.

Town shall at all times during the term of this Agreement retain the right to enter Fire Station and make inspections thereof at reasonable times.

Section 16. - Compliance with Statutes and Regulations.

The District will at all times comply with all local, state and federal regulations, statutes and ordinances, including but not limited to, compliance with all applicable building codes and zoning codes with respect to improvements undertaken.

Section 17. - Mediation.

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

Section 18. - Termination

If either party fails to perform its respective obligations herein, the non-defaulting party shall give written notice of the default to the defaulting party. If the default is not cured within thirty (30) days of receipt of the notice of default, the non-defaulting party may terminate this Agreement upon written notice of termination delivered to the defaulting party.

Section 19. - Disposition of Improvements on Termination of Lease.

On termination of this Agreement, for any cause, the District may remove from Fire Station, any personalty which the District caused to be deposited on Fire Station, provided that such personalty has not been attached to Fire Station in a manner that will cause damage to the structure upon removal. However, all improvements left on Fire Station after termination of this Agreement, at the option of the Town, shall remain and shall be transferred in fee to the Town. District shall leave Fire Station in a good and clean condition and shall repair any damage to Fire Station, reasonable wear and tear excepted.

Section 20. - Attorneys' Fees and Costs; Waiver of Jury.

In any civil action to enforce the terms of this Agreement, the parties agree to be responsible for its own attorneys' fees and costs. In addition, the parties agree to waive their rights to a jury trial.

Section 21. - Entire Agreement.

This Agreement contains the entire agreement between the parties hereto, and no terms or provision hereof may be changed, waived, discharged or terminated unless the same be in writing executed by both parties hereto.

Section 22. - Applicable Law.

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

Section 23. - Headings.

The paragraph headings contained herein are inserted only for convenience of reference and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

Section 24. - Benefit.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, but shall not be assigned by District.

Section 25. - Relationship of Parties.

This Agreement is not intended to create, nor shall it be interpreted as giving rights to, the relationship of principle and agent or that of joint venturers with respect to Fire Station between Town and District.

26. Time is of the Essence.

Time is of the essence in this Agreement.

27. Authority; Cancellation of Lease.

This Agreement will not be effective until it has been approved and duly ratified by the parties' respective governing bodies and recorded, as required by law. In addition, either party may cancel this Agreement pursuant to A.R.S. §38-511, in event of

a conflict of interest, as described therein. The Town shall cause this Agreement to be recorded in the office of the Yavapai County Recorder.

Lessor: **Verde Valley Fire District**

Lessee: **Town of Clarkdale**

By _____
Print _____
Its Board Chairman

By _____
Print Doug Von Gausig
Its Mayor

Approved as to form:

Robert S. Pecharich, Esq.
On behalf of Boyle, Pecharich,
Cline, Whittington & Stalling
PLLC
Town Attorney

Attest:

Attest:

, Board Clerk

Kathy Bainbridge, Town Clerk

EXHIBIT A

Legal Description of Fire Station

A Tract of land in Townsite of Clarkdale, Yavapai County, Arizona, described as follows:

BEGINNING at a point that lies South 8°36' East, 50.0 feet from the Southwest corner of Lot 5, of Block 43, of the original Townsite of Clarkdale, as the same is of record in Book 5 of Plats at Page 83, Records of Yavapai County, Prescott, Arizona; thence North 81°24' East, 150.0 feet, thence South 8°36' East, 363 feet; thence South 71°12' West, 152.4 feet; thence North 8°36' West, 390 feet, more or less, to the POINT OF BEGINNING.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

EXHIBIT B

Property and Parking Areas, Including Driveways



Staff Report

Agenda Item: **CLARKDALE HISTORICAL SOCIETY AND MUSEUM MASTER LOAN AGREEMENT WORKSESSION** – A worksession with the Clarkdale Historical Society and Museum to discuss their Master Loan Agreement with the Town.

Staff Contact: Janet Perry, HR/Community Services Director

Meeting Date: June 14, 2016

Background: In coordination with the dissolution of the Clarkdale Heritage Conservancy Board, in 2011, the Town first executed the following agreements with the (then) recently formed Clarkdale Historical Society and Museum (CHSM):

1. Lease Agreement – allowing the Town-owned facility at 900 First North Street to be used by CHSM as a museum. The Town has since provided the building at no charge (basing 2011 rent values at \$13,188 - \$52,752 per year) to the CHSM in consideration for the following:
 - The CHSM will occupy the premises as a primary advocate and representative for Clarkdale’s history and heritage, and in doing so shall:
 - Conduct regular events centered on the history and heritage of Clarkdale;
 - Have open to the public a museum depicting the history and heritage of Clarkdale;
 - Adhere to the terms of any Lease and/or Loan Agreements with Clarkdale; and
 - Adhere to other responsibilities as agreed upon by both parties;
2. Facility Use Agreement – providing reduced fees for rental use by the CHSM of Town facilities;
3. Master Loan Agreement – to allow amenable keeping of certain Town antiques, historic photographs, documents and artifacts to the CHSM’s supervision, ongoing storage, preservation and promotion.

Regarding #3 above (a full copy follows this cover), both parties have performed their responsibilities set forth in the original contract. At this time, the CHSM is expressing concerns with the ongoing feasibility of the Master Loan Agreement and is seeking a renewed conversation with Council regarding historic Town personal property in their keeping.

Recommendation: This is a worksession only and no action is required by Council.

MASTER MUSEUM LOAN AGREEMENT

THIS MUSEUM LOAN AGREEMENT ("Agreement") is entered into by the Town of Clarkdale, Arizona (hereinafter the "Town"), and the Clarkdale Historical Society and Museum, an Arizona nonprofit corporation (hereinafter referred to as the "Museum").

Recitals

1. The Town owns certain antiques, historical photographs, documents and artifacts, which the Museum would like to borrow for display at the Museum, from time to time.

2. The Town desires to cooperate with the Museum, as the exhibition of the antiques, historical artifacts and documents owned by the Town would be for the benefit of the general public.

THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

SECTION 1. OBLIGATIONS AND RIGHTS OF THE MUSEUM.

1. All requests for the loaning of Town owned property to the Museum must be in writing at least thirty (30) days before the date needed. Requests made with less lead time may be granted if time permits.

2. Requests will be evaluated and approved or denied by the Town Council or their designee.

3. Requests for loan must be consistent with advancement of the public interest, for public education and recreation, and must be for exhibition to the general public.

4. This Master Museum Loan Agreement will be administered by the Office of the Town Clerk and will be retained as a part of the item's history. This is a Master Museum Loan Agreement. Therefore, the parties may agree to future loans of Town property without the necessity of a new contract, if the Museum submits a completed form for the Loan of Town Owned Property for Public Benefit in a format provided by the Town, and if the Town approves said request, said form shall specifically identify the Town property requested to be loaned.

5. The Museum agrees to pay the cost of packing, collecting and transporting any items loaned from the Town to the Museum. Transport arrangements must be approved by the Town in advance. At such time as the loan of the item is terminated, the Museum shall arrange for the cost of packing, collecting and transporting the loaned item back to the Town, and must be approved by the Town in advance.

6. The Museum will continuously display the loaned item in an appropriate museum setting.

7. The Museum will reasonably maintain the loaned items so that they will continue to affect favorably on the Town, on the Museum and on display.

8. The Museum will insure the loaned items at the expense of the Museum and not less than One Hundred Thousand (\$100,000) Dollars. The Museum shall furnish the Town with Certificates of Insurance or other evidence that the policies providing the required coverage, are in full force and effect. Insurance evidenced by the Certificate of Insurance shall not expire, be cancelled, or be materially changed without three (3) days prior written notice to the Town. The Town shall be included as an additional named insured on said policy of insurance and provided a copy of said policy in effect at all times.

9. The Museum will be responsible for the safety of the loaned items and will exercise care in the handling of the loaned items.

10. The Museum agrees to display the loaned items in a secured manner at the location of the Museum at 900 First North Street, Clarkdale, Arizona.

11. Any damage or loss to a loaned item, regardless of who is responsible, shall be immediately reported by the Museum to the Town.

12. The Museum staff handling the loaned item shall have archival handling training, and be trained in the appropriate security measures, and use safe display practices.

13. The loaned item shall be displayed in an environmentally controlled manner, appropriate for the condition of value of the loaned items.

14. The Museum shall maintain the loaned items in the condition received from the Town. Loaned items will not be repaired, restored, cleaned or altered in any way without the permission of the Town.

15. Loaned items may not be loaned to a third party by the Museum.

16. The Museum will provide the archive data base accession number inventory list on an annual basis.

17. All loaned items will be returned by the Museum to the Town in a timely manner upon thirty (30) days written request by the Town. In the event that the Museum disincorporates or ceases to function as a Museum, the Museum shall return the loaned items to the Town prior to disincorporation or cessation of activity.

18. All items loaned to the Museum by the Town on display by the Museum shall have signage or identification that the item is on loan from the Town of Clarkdale, prominently displayed with the item.

SECTION 2. TOWN RIGHTS AND OBLIGATIONS.

1. The Town will timely review all requests by the Museum for loan of items owned by the Town.

2. The Town shall remain the owner of all items loaned by the Town.

3. The Town shall have the right to inspect the display or loaned items at the Museum, from time to time.

4. The Town agrees to cooperate with the Museum to effect the purposes of this Agreement.

5. The Town will provide information to the Museum regarding the loaned items, their history, and other information as may be available.

SECTION 3. TERM.

The term of this Agreement shall be for a period commencing on the 9th day of August, 2011 and terminating on the 9th day of August, 2013. This Agreement shall be extended for additional two year increments thereafter, unless either party gives written notice to the other party within ninety (90) days prior to the expiration of the then term of the Agreement, of its intent to not renew the term of this Agreement.

SECTION 4. TERMINATION FOR BREACH.

Either party may terminate this Agreement for breach upon seven (7) days written notice to the other party.

SECTION 5. CORPORATE STATUS AND AUTHORITY OF THE MUSEUM.

The Museum represents and warrants that it is a nonprofit corporation fully organized, validly existing and in good standing under the laws of the State of Arizona, and that the execution, delivery and performance of this Agreement has been duly authorized by the Board of Directors of the Museum.

TOWN OF CLARKDALE

By: Richard Dehnert
Name: Richard Dehnert
Its: Vice Mayor

CLARKDALE HISTORICAL SOCIETY
MUSEUM, an Arizona nonprofit corporation

By: Drake Meinke
Name: Drake Meinke
Its: CHAIR

**TOWN OF CLARKDALE
LOAN OF TOWN OWNED PROPERTY
FOR PUBLIC BENEFIT**

Loan # _____

Date Request Received(30 days before needed)	
Date Approved	
Date Loan Completed (Item Transferred)	
Person Who Completed Loan	
Length of Loan	
Date Returned	

Borrower _____

Contact Name/Title _____

Address _____

Phone _____ Email _____

Purpose _____

Exhibit Location _____

Transport _____

Loan includes the following items:

Object ID	Object name	Description/Condition

(Photographs of items are attached.)



Staff Report

Agenda Item: SR 89A FOCUS AREA MASTER PLAN - Discussion/possible action regarding the SR 89A Focus Area Master Plan.

Staff Contact: Beth Escobar, Senior Planner

Meeting Date: June 14, 2016

Background:

In 2013 the Town Council adopted the Sustainable Community and Economic Development Plan. One of the goals identified in the plan is business retention, expansion and attraction. The first short-term strategy for this goal is to create area-specific plans and infrastructure development plans for the following areas:

- SR 89A Corridor
- Broadway Corridor
- Bitter Creek Industrial Area
- Arts & Entertainment District

Each of these areas is identified as having the potential to contribute to the economic prosperity of the town. In addition, each of these areas has adjacent residential property that could benefit from and would be impacted by increased commercial development.

The Planning Commission began working on this project in August 2014 and decided to begin with the SR 89A Corridor Focus Area. Zoning in this area is commercial with existing industrial zoning for the Mold in Graphics property.

The first SR 89A Focus Area property owner/stakeholder's meeting was held on November 6, 2014. These meetings continued through April, 2015 during which information was obtained regarding challenges to development and the types of businesses the property owners and stakeholders would like to see in this area.

Following is a summary of the points raised during these meetings:

- Development of property in this area will be challenging due to minimal depth of some properties and limited access off the state highway.
- Area could support the development of smaller commercial ventures, such as professional and medical offices and boutique shops. Apartment complexes would also be appropriate for some of the locations.
- Construction of the new firehouse will provide an anchor for the area.
- Cement Plant Road needs to be widened and improved to accommodate multiple types of traffic including heavy trucks, bicycles and pedestrians.



Staff Report

- Accommodation of truck traffic from the cement plant needs to be addressed in planning for development.
- Development of park and ride locations and extensive pedestrian connections are important.
- Deception Wash, which transects a large portion of this area from east to west, presents challenges for construction and an opportunity for preservation of open space and possible pedestrian connections.
- The possibility exists to create a public/private partnership to design and build commercial grade arterials from Broadway through Luke Lane and then along Cement Plant Road to the SR 89A Roundabout.

Public Outreach

Information garnered during the property owner/stakeholder meetings was presented to the community in formal meetings on September 1 and November 16, 2015 and then in a series of meet and greet meetings at local businesses in March, 2016.

Two informational articles were published in the Small Talk newsletter.

A presentation about the draft plan was made to the Verde Valley Realtor Association. Chair de Blanc and Senior Planner Escobar appeared on Yavapai Broadcasting's CountyWide show.

All comments, input and feedback received during these meeting has been compiled into the draft plan for the SR 89A Focus Area.

The Plan

The plan provides a foundational description of the SR 89A corridor as it exists today and a vision for future development. Adoption of this plan does not impact existing zoning or property rights.

The draft plan is in a PowerPoint presentation format. This format will facilitate emailing and electronic posting of the plan. There are no plans to widely distribute printed copies of the document.

Plan Elements:

The plan is divided into three sections:

1. **Introduction and Background** including:
 - a. A map of the corridor
 - b. A description of the corridor
 - c. General Plan designation
 - d. A description of the plan development process



Staff Report

2. The Plan including:
 - a. An outline of challenges and opportunities
 - b. A list of desired businesses as expressed by the stakeholders and community
 - c. A detail of the Clarkdale Parkway Roundabout with major recommended plan components
 - d. Design standards

3. Implementation Objectives including:
 - a. Timeline for objectives and department responsible for leading the implementation
 - b. A Clarkdale promotional slide with economic statistics

The Planning Commission will be working with staff on the outreach development and crafting of a weed control solution for the weeds located between private property boundaries and SR 89A.

Staff is looking for direction from Council on the implementation strategies impacting other departments.

The Process

Having completed one focus area, staff and the Planning Commission now have a process to follow for the three remaining areas:

1. The Planning Commission will explore existing conditions, land use parameters, topography and potential transportation connections and discuss best land uses and possible desired businesses for the area.
2. Next, they will meet with property owners/stakeholders to identify development opportunities and challenges.
3. Staff will draft a plan based on input from this meeting.
4. The draft plan will be presented to the community through a variety of outlets.
5. Adjustments based on public input will be made to the draft plan. This will be presented to the Commission for further review and discussion.
6. The final draft will be presented to Town Council for adoption.

Recommendation: Approval of the SR 89A Focus Area Master Plan as recommended by the Planning Commission.

Attachment:

1. PowerPoint print out

SR 89A FOCUS AREA Master Plan Draft

TOWN OF CLARKDALE, ARIZONA
June 2016



Introduction and Background

Presented by the Clarkdale Planning
Commission:

Chair – Ida de Blanc

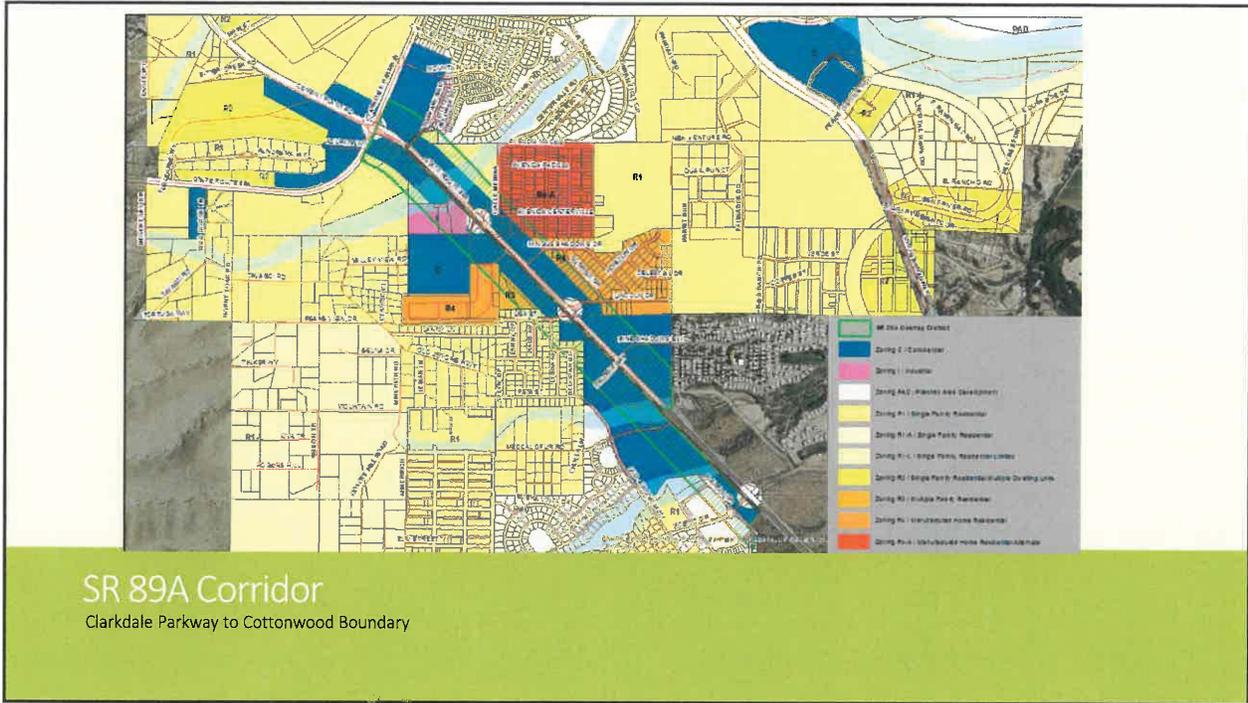
Vice Chair – John Erickson

Commissioners:

Jorge Olguin

Craig Backus

Debbie Hunseder



Introduction

In 2013 the Town Council adopted the Sustainable Community and Economic Development Plan. One of the goals identified in the plan is business retention, expansion and attraction. The first short-term strategy for this goal is to create area-specific plans and infrastructure development plans for the following areas:

**SR 89A Corridor
Broadway Corridor
Bitter Creek Industrial Area
Arts & Entertainment District**

Each of these areas is identified as having the potential to contribute to the economic prosperity of the Town.

The highway corridor has adjacent residential property that could benefit and would be impacted by increased commercial development.

The Planning Commission began working on this project in August 2014 and decided to begin with the SR 89A Corridor Focus Area.

Zoning in this area is primarily commercial with industrial zoning for the Mold in Graphics property.

Clarkdale's
*Sustainable
Community &
Economic
Development
Plan*
July 2013

Accepted by Town Council June 25, 2013

Existing Conditions

The portion of SR 89A within the Town of Clarkdale boundaries is approximately 1.6 miles in length.

There are eight establishments along the western side of the highway:

- | | |
|-------------------------------|-----------------------------------|
| #1 Food Store and Gas Station | Mold in Graphics |
| Clarkdale Baptist Church | Chateau Tumbleweed |
| Olsen's | Dollar General |
| Nate's Cowboy Café | La Zima Auto Sales (new business) |

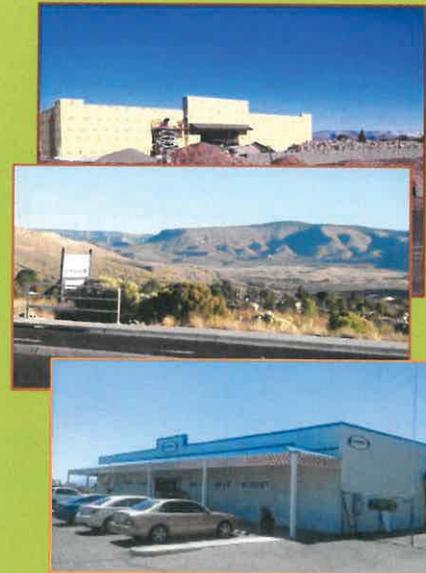
There are no established businesses along the eastern side of the highway.

Approximately 60 acres on the west and 40 acres on the east are available for development.

Property along the corridor is held by 22 separate entities.

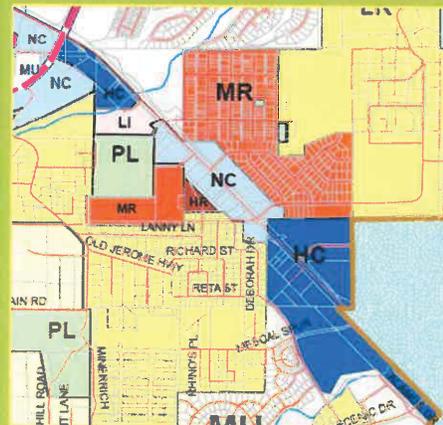
With the exception of Mold in Graphics, all of the property adjacent to the highway is zoned commercial.

The portion of SR 89A through Clarkdale provides access to Jerome, Prescott, Cottonwood and Sedona.



General Plan

- Designated as a planning **sub-area** recognizing unique concerns and issues exist
- Increasing interest in commercial development along this corridor is anticipated in the near future
- Central portion of corridor is designated as **Neighborhood Commercial** 'intended for commercial retail and service needs that provide the surrounding neighborhoods and residents of Clarkdale with their basic day-to-day needs.'
- Properties on outer ends of corridor are designated as **Highway Commercial** 'intended for a wider range of community-wide and regional commercial uses.'
- The **Clarkdale Parkway Gateway**, the western end of the SR 89A Focus Area, is designated as a Growth Area in Chapter 9 of the 2012 General plan.
- **Sustainability Element:** 'Clarkdale seeks to maintain and enhance the livability, health and vitality of the Verde Valley and the natural systems to which it is a part, now and in the long-term future.'
- **Environmental Planning:** Goal 7.1 – To ensure Clarkdale maintains a sustainable environment that preserves its open space, natural assets and a healthy environment for its residents and visitors to enjoy.
- **Economic Development:** Goal 12.1 – To attract and retain enterprises that provide high-value, high wage jobs; to diversify and grow the local economy; to increase the local tax base; and to anticipate our economic future in order to strengthen our economy and help fund vital public services.



2012 Clarkdale General Plan
Land Use Map

The Process

- January 2015 to April 2015 – Meetings with Stakeholders and Property Owners of the corridor between the Clarkdale Parkway Roundabout and Centerville Road
- Goals of these meetings:
 - Identify preferred uses
 - Identify obstacles and challenges
- September 15, 2015 – First Community Meeting
- November 13, 2015 – Open House Meeting
- January 19, 2016 – Planning Commission began examination of remainder of SR 89A corridor
- Survey sent to property owners
- Presentation to the Cottonwood Development Committee hosted by the City of Cottonwood
- Presentation to the Sedona/Verde Valley Realtor’s Assoc.
- March 4 & 5th 2016 – Three meet and greet meetings presenting plan at local businesses.
- May 10, 2016 CountyWide presentation
- All input incorporated into final plan



Clarkdale expands study on 89A focus area

Clarkdale – The Cottonwood Sustainable Community and Economic Development Plan has another step eastward.

Tuesday, the Clarkdale Planning Commission invited stakeholders and property owners along the highway, franchise to submit comments about how they want to see the highway develop.

Earlier, the commission looked at the intersection of the Clarkdale Parkway, Centerville Road and the Highway Interceptor and the Planning Commission completed site numbers from the Clarkdale Parkway to the Centerville Roundabout.

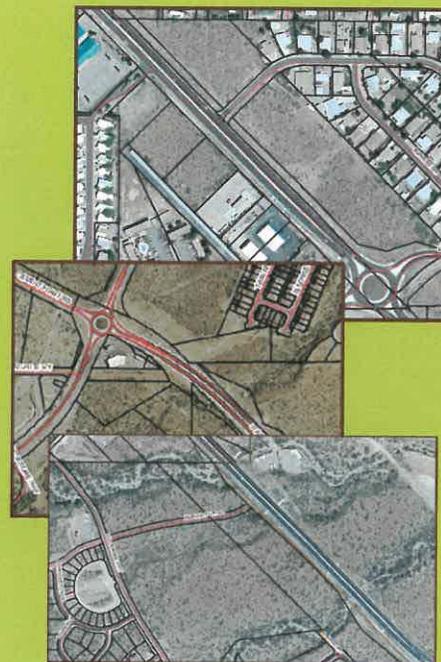
The Plan

Goal: Development within the SR 89A Commercial Corridor will be sustainable, attractive and productive.



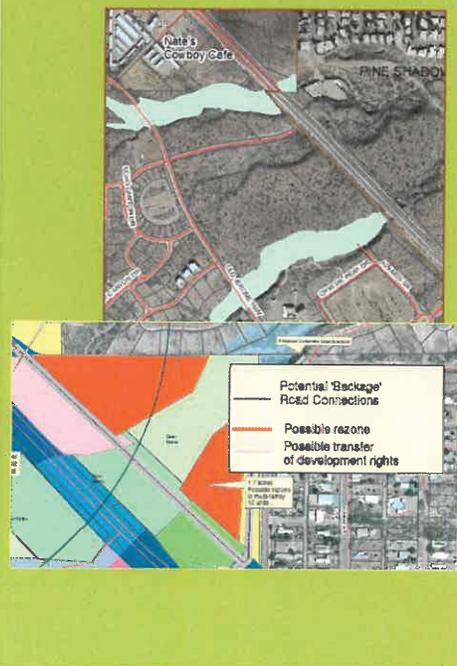
Challenges & Opportunities

- Limited access off of State Highway
- Size and dimensions of individual properties
- Availability of wastewater and water infrastructure
- Availability of electric, gas and cable services
- Crossing of major washes
- Mitigate negative impact to adjacent residential neighborhoods
- Protect views
- Foster walkability
- Visibility/signage of existing and new businesses



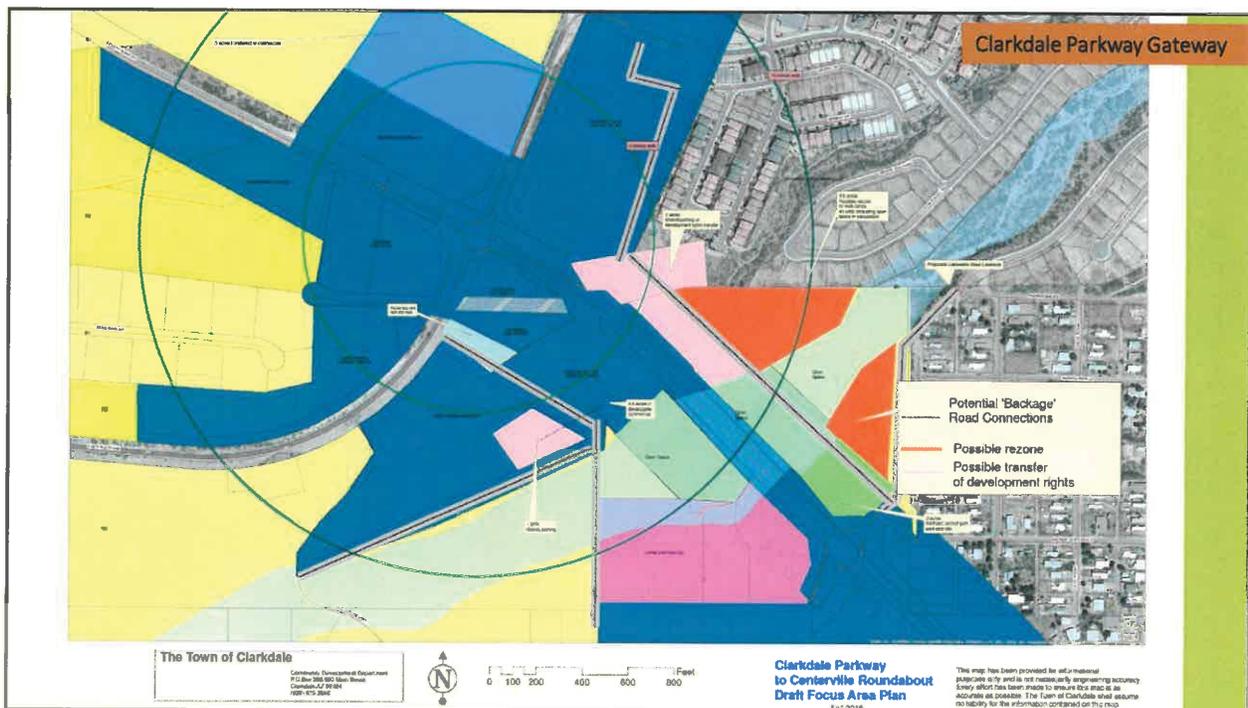
Land Use

- Preserve Open Space
 - *Preserve existing washes as open space (supported by the 89A Commercial Overlay District)*
 - *Adopt a transfer of development rights ordinance to encourage the best use of property.*
- Protect views – the 89A Commercial Overlay District requires a viewshed analysis for all development within the corridor.
- Create an appealing storefront view from the highway through orientation of the building and parking – create hubs or nodes focused on roundabouts



Circulation

- Construct "backage" road connections behind properties where possible
 - Extension of Alamos Drive
 - Acquisition of front half of Paloma Way
 - Development of additional access from Mountain Gate Drive
- Encourage pedestrian connections
 - Between businesses
 - From adjacent neighborhoods
 - On new and existing roadways and trails
- Encourage multi-modal travel
 - Bicycle stands and rental facilities
 - Red Wine Line
- Encourage shared driveways and access across developments



Desired Businesses

- Neighborhood Services
- Provide high-quality jobs with commensurate salaries
- Businesses with limited impact on adjacent residential properties
- Grocery Store
- Medical/Professional Offices
- Day Care/Senior Care Facilities
- Entertainment options – movie theaters, arcades, outdoor sports facility
- Bookstore
- Coffee shop
- Complementary services supporting existing businesses



Grand Opening of Chateau Tumbleweed
1151 SR 89A

Design Expectations

- Retain small town feel of Clarkdale
- Provide goods and services to local residents
- Shield parking from highway (requirement of the overlay district)
- Develop sustainable and environmentally-friendly buildings
- Retain open spaces and natural areas, preserve existing washes
- Orient buildings to preserve viewsheds
- Establish a relationship to existing structures with new construction
- Include outdoor, shaded public spaces
- Encourage multi-modal access between properties
- Reflect and enhance existing businesses in the historic downtown Clarkdale area
- Minimize lighting, including light spill from interior spaces
- Use non-reflective materials and matte finishes
- Vary roof lines and building masses
- Incorporate electric charging stations



Sustainable Development

Guiding document adopted by Clarkdale Town Council in 2013

- Use Landscape Design Standards, Chapter Nine of the Town of Clarkdale Zoning Code, incorporating xeriscape concepts and use of low-water native or adaptive plants.
- Integrate EPA Water Sense guidelines for landscaping and irrigation system design.
- Encourage use of on-site rainwater collection.
- Shield all exterior lighting fully per Chapter Eight of the Town of Clarkdale Zoning Code.
- Incorporate energy conservation into design and construction

CLARKDALE SUSTAINABILITY VALUES

Siting – Take advantage of the natural resources and consider the impact of building placement.

Water Management – Recognize that water is an extremely limited resource; efficient and effective management of that resource is critical.

Infrastructure – Design project infrastructure to have minimal impact on the environment.

Green building – Incorporate current technologies to support sustainable design.

Design Principles – Plan projects to fit into existing infrastructure and have minimal impact.

Construction: Incorporate best practices for energy efficiency and environmental quality

Maintenance & Restoration – Minimize environmental impact

Landscape Standards – Develop a landscape plan that conserves resources



Implementation Objectives



Designing for Pedestrians





STATS

Population: 4,245
Regional Population: approx. 70,000

Labor Force: 1,657

Educational Attainment: Post-secondary: 64.13 %

Household Median Income: \$42,026

Median Home Price: \$205,000 or \$94/sq. ft.

Discover Clarkdale – a place that makes sense

- ✓ Available vacant commercial and industrial property
- ✓ No development impact fees
- ✓ Top industries by jobs: manufacturing, transportation & warehousing, education, and information
- ✓ Rail accessible
- ✓ Award-winning K-12 schools plus Yavapai College, the Southwest Wine Center, and Small Business Development Center
- ✓ Small business friendly – 59% have 1-4 employees
- ✓ Business promotion by Clarkdale Downtown Business Alliance
- ✓ Member of [Verde Valley Regional Economic Organization](#)
- ✓ [Sedona Verde Valley Tourism Council](#) partner
- ✓ LocalFirst Arizona Member

Community & Economic Development Department
Director Jodie Filardo



890 Main Street
(928) 639-2500
www.clarkdale.az.gov
[Media Kit](#)

We love to solve problems and meet challenges in new and unique ways.
(Town of Clarkdale Guiding Principles)








Staff Report

Agenda Item: **REVISED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CLARKDALE AND THE
STATE OF ARIZONA** – Discussion and possible action
regarding the Revised Intergovernmental Agreement (IGA) – Safe
Routes to Schools (SRTS) between the Town of Clarkdale and the
State of Arizona.

Meeting Date: 6/14/2016

Prepared By: Wayne Debrosky, Public Works & Utilities Director

Background: The Safe Routes to Schools Program (SRTS) was established in August 2005 as part of the SAFETEA-LU, Section 1404 of this legislation provides funding for State Departments of Transportation to create and administer SRTS programs. The State and the Town have identified programs within the Town as eligible for this funding. The purpose of this agreement between the State and the Town is to allow the State to acquire Federal funds for the implementation of various educational safety programs.

The original IGA dated April 11, 2011 was setup to spend up to \$336,000.00 total for eligible project costs. The original cost breakdown was; \$50,000 for Scoping and Design, \$286,000 for construction.

This revised 2016 IGA is setup to cover actual eligible project cost and design over runs costs that total \$506,000.00. The breakdown is \$20,000 for ADOT Project Management and Design Review (PMDR) cost (payable by the Town – Local Match); \$128,000 for Scoping and Design (Federally Funded) and \$358,000 for Construction (Federally Funded).

No local match was programed under the original IGA, but the \$20,000 PMDR proposed in the revised 2016 IGA represents a local match. However, due to Scoping and Design delays this project was extended from the original project completion in the summer of 2013 to the summer of 2018. This extension caused Scoping and Design cost over runs as well as the addition of the ADOT PMDR fees.

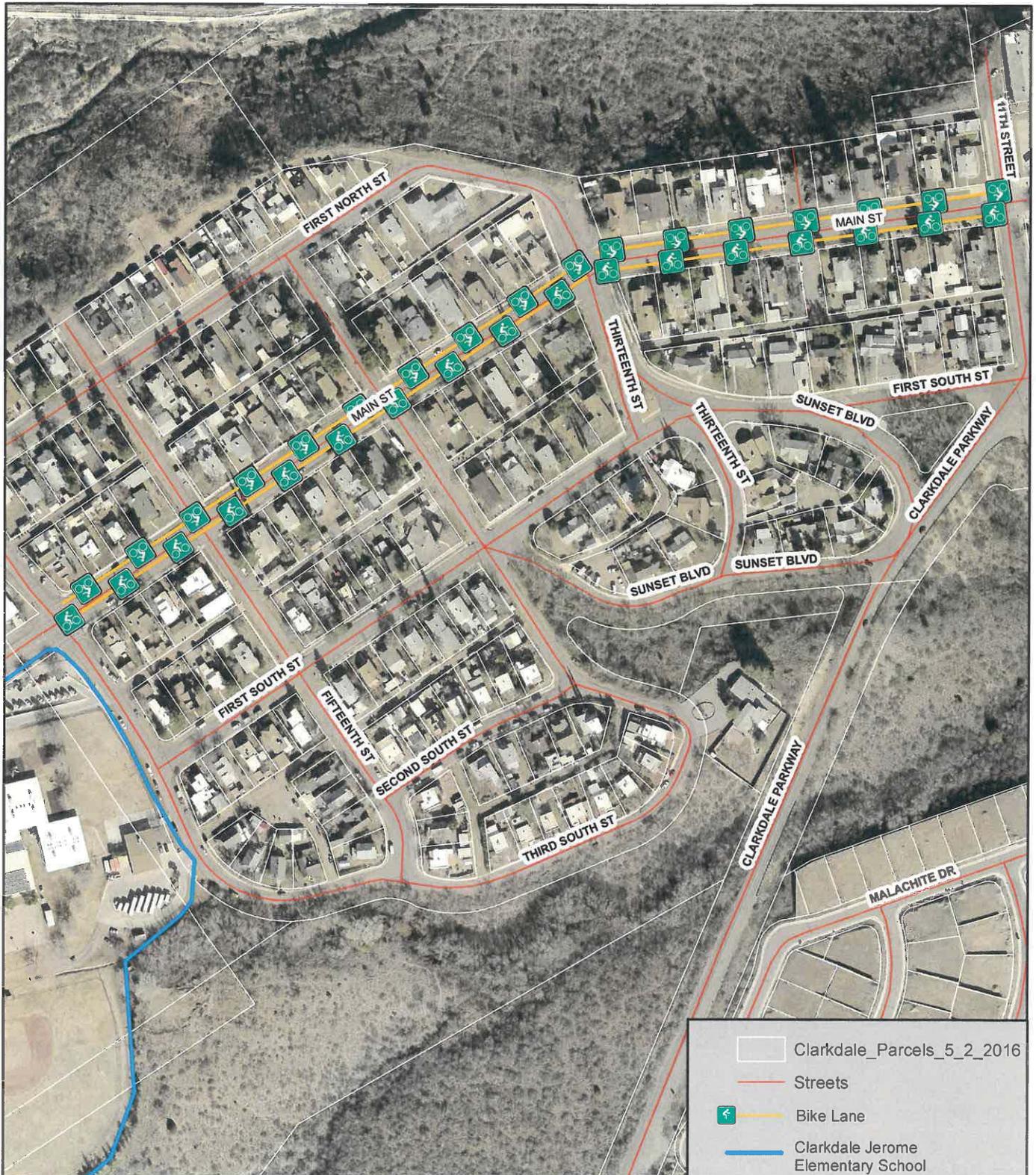
Recommendation: To approve the Revised 2016 Intergovernmental Agreement for the Safe Routes to Schools Project between the Town of Clarkdale and State of Arizona.



The Town of Clarkdale

Public Works
P.O. Box 308/890 Main Street,
Clarkdale, AZ 86324
(928) 639-2551

Clarkdale SRTS Bike Lanes



May 31, 2016

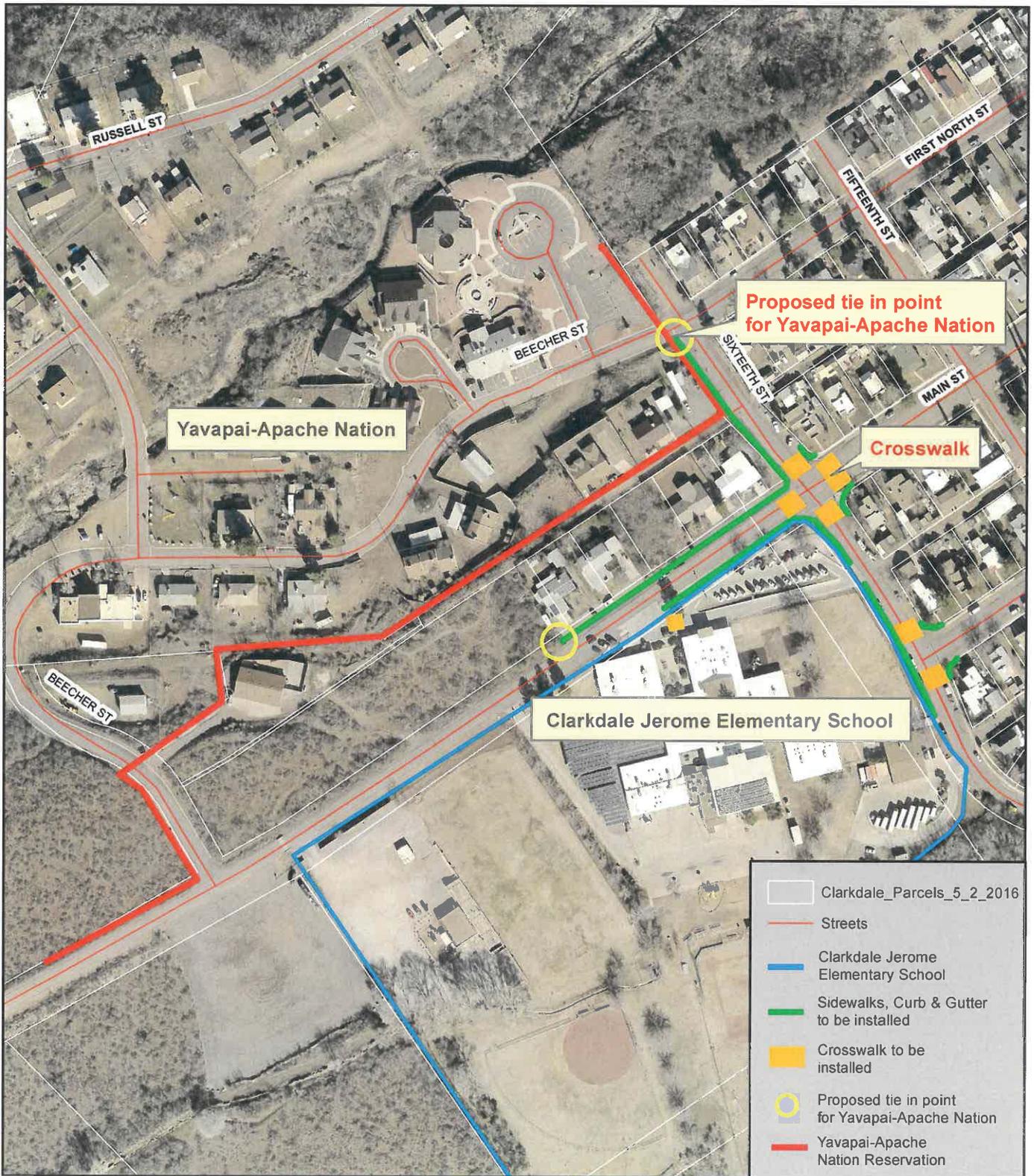
Clarkdale SRTS Bike Lanes





The Town of Clarkdale
 Public Works
 P.O. Box 308/890 Main Street,
 Clarkdale, AZ 86324
 (928) 639-2551

Clarkdale SRTS Sidewalk/Crossing Improvement Project



Proposed tie in point for Yavapai-Apache Nation

Yavapai-Apache Nation

Crosswalk

Clarkdale Jerome Elementary School

- Clarkdale_Parcels_5_2_2016
- Streets
- Clarkdale Jerome Elementary School
- Sidewalks, Curb & Gutter to be installed
- Crosswalk to be installed
- Proposed tie in point for Yavapai-Apache Nation
- Yavapai-Apache Nation Reservation

May 31, 2016



ADOT File No.: IGA/ JPA 10-115-I
Amendment No. Two: 16-0005804- I
AG Contract No.: P0012011000719
Project Name: Safe Routes to Schools
Project Location: 16th Street - Main Street
Federal-aid No.: 999-A(258)
ADOT Project No.: PSRTS11 01D 01C
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: 79410

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF CLARKDALE

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two"), entered into this date _____, 2016, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CLARKDALE, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The Town and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 10-115-I, was executed on April 11, 2011, (the "Original Agreement") and Amendment One was executed on June 7, 2013, (the "Amendment No. One"), A.G. Contract No. P0012011000719;

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Amendment No. Two and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the Town; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the Parties desire to amend and restate the Original Agreement in its entirety, as follows:

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. The Safe Routes to School (SRTS) Program was established in August 2005 as part of SAFETEA-LU, Section 1404 of this legislation provides funding for State Departments of Transportation to create and administer SRTS programs. The State and Town have identified the project within the Town as eligible for this funding.
4. The work proposed under this Agreement hereinafter referred to as the "Project", consists of the design and construction of approximately 1,800 linear feet of new sidewalk on the west side of 16th Street and on the south side of Main Street, with approximately 3,800 feet of bicycle lanes on both sides of Main Street. The Town will provide the design and the State will advertise, bid and award the construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Town for the Project, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.
6. The Parties shall perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.
7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

PSRTS11 01D (ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid):

PMDR costs*	\$ 20,000.00
-------------	--------------

PSRTS11 01D (scoping/design):

Federal-aid funds @ 100% (capped) (Town administered)	\$ 128,000.00
--	---------------

PSRTS11 01C (construction):

Federal-aid funds @ 100% (capped) (State administered)	\$ 358,000.00
---	---------------

Total Estimated Town Funds	\$ 20,000.00
Total Federal Funds	<u>\$ 486,000.00</u>

TOTAL Estimated Project Cost	\$ 506,000.00
-------------------------------------	----------------------

* (Included in the Town Estimated Funds)

** (Includes 15% CE (this percentage is subjected to change, any change will require concurrence from the Town) and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the Town, if such project is approved by FHWA and project funds are available.

b. Upon execution of this Agreement, prior to performing or authorizing **any** work, invoice the Town for the initial PMDR costs, currently estimated at **\$20,000.00**. Invoice the Town in increments of \$5,000.00 to cover projected PMDR costs if, during the development of the design, additional funding from the Town is required. Once the costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual PMDR and design costs.

c. Submit all documentation required to FHWA pertaining to the Project with the recommendation that funding be approved for scoping/design and request the maximum federal funds programmed for the scoping/design phase of this Project. Upon authorization, notify the Town that they may proceed to advertise for and enter into contract(s) with the consultant(s) for the design of the Project.

d. Within 30 days of receipt of approved invoices, reimburse the Town the remaining amount for eligible costs incurred for the scoping/design of the Project with federal funds not to exceed the federal capped amount of **\$128,000.00**; the State has reimbursed the City \$51,104.00 for incurred design costs. Any costs incurred prior to the date of authorization for federal funding of the design by FHWA are not eligible for reimbursement, including the design review fee. Once the Project is complete and costs are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

e. Upon notification from the Town of the completion of design submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the Town will be responsible for any overage.

f. Upon FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract(s) with a firm(s) for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain Town concurrence prior to awarding the contract.

g. Be granted, without cost requirements, the right to enter Town right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the Town.

h. Notify the Town that the Project has been completed and is considered acceptable, coordinating with the Town as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

i. Not be obligated to maintain said Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

j. Continuously evaluate the Town's program based on the regular submittal of evaluation data as required and identified in the project application. Should either of these not be met, State SRTS Project Coordinator maintains the right to discontinue the award.

2. The Town will:

a. Upon execution of this Agreement, designate the State as the authorized agent for the Town, if such project is approved by FHWA and project funds are available.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, and within 30 days of receipt of an invoice from the State pay the initial PMDR costs, currently estimated at **\$20,000.00**. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within 30 days of receipt. Be responsible for any difference between the estimated and actual PMDR and design costs of the Project.

c. Upon execution of this Agreement the Town shall continue work under the existing contract(s) and complete the design of the Project. Under direct supervision of a registered professional, continue to administer contract(s) for the Project design and make all payments to the consultant(s). Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs.

d. Provide to the State design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including design plans and documents required by FHWA to qualify projects for and to receive federal funds. Incorporate State design review comments as appropriate.

e. Comply with the following timelines:

- 1) Notify the State of the total, final contract amount within 30 days of execution of this agreement. Any federal funds authorized scoping/design in excess of the final contract amount will be de-obligated or otherwise released from the Project.
- 2) Invoice the State for the remaining reimbursement of eligible, incurred Project costs at least once every 90 days throughout the design phase of the Project, or within 30 days of payment to a contractor or consultant. Provide all necessary backup documentation with said invoice. Costs incurred prior to the date of federal funds authorization are not eligible for reimbursement. Total invoiced costs may not exceed **\$128,000.00**, the amount of federal funds programmed for the Project.

3.) Notify the State in writing within 60 days of completion of design of the Project.

4.) Federal funding is subject to deobligation and removal from the Project unless the deadlines in this subsection and Section III. Miscellaneous Provisions are met, or sufficient

justification regarding the delay and the expected construction start date are provided to the State and FHWA in writing.

f. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to the State.

g. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs, payment for these costs shall be made within 30 days of receipt of an invoice from the State.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the Town, if applicable.

i. Not permit or allow any encroachments upon or private use of the area within the construction limits, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

j. Grant the State, its agents and/or contractors, without cost, the right to enter Town rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

k. Submit the following progress reports and project evaluation forms as required by the Federal Safe Routes to School Program and State Program:

- i.) Before ADOT can issue the Contractor a Notice to Proceed (NTP) with construction, baseline data must have been collected and submitted to the Safe Routes To School (SRTS) Program Coordinator to document the number of students arriving to, and departing from, the school by travel mode. The data collection will need to occur during the school year, but before project construction begins, and will use the "Student Travel Tally Sheet" (available at www.saferoutesinfo.org under 'Data Central') as the survey instrument, following its explicit instructions.
- ii.) At project completion (before the final reimbursement request is submitted) complete and submit the Project Close-Out Evaluation Form.
- iii.) Twice annually, attached to a corresponding quarterly reimbursement request, submit a report, no more than one page in length, of the program's progress as identified in the Project application to the State SRTS Program Coordinator.

l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be Responsible for the cost of any requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Town. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

m. Upon notification by the State of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing. Provide proper, on-going maintenance of the Project through the duration of the expected useful life of the materials as constructed in place.

n. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect for two (2) school years from the date of execution, to also include final reimbursement and submittal of final status reports, provided however, that this Agreement, except any provision herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a contract, upon 30 days written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the Town will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the Town terminate this Agreement, the State shall in no way be obligated to maintain said Project.

2. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the Town, complying with federally required administration of the Project and the fulfillment of any other responsibilities of the State as specifically set forth herein. Any damages arising from carrying out, in any respect, the terms of this agreement or any modification shall be solely the liability of the Town and therefore, the Town hereby agrees to save and hold harmless, defend and indemnify from loss, the State, any of its departments, agencies, officers, agents or employees, from any and all liability, costs, fees and/or damages incurred by any of the above arising or resulting from this agreement, and from any other liability, damage to any person or property whatsoever, which is caused by or arises from any activity, condition, directives, instructions or event arising out of the performance or non-performance of any provision of this agreement by the State, and any of its departments, agencies, officers, agents, and employees and independent contractors; the Town and any of its agents, officers, or employees. This indemnity specifically includes fees, expert fees, and other costs of defense.

The State shall ensure that the Town is an indemnitee in all contracts between the State and any of its contractors, designees and contract administrators, which pertain to the Project (the "State's Contracts").

When the Project is completed and turned over to the Town:

- a. The State will no longer be responsible for any claims, suits, legal matters or liabilities of any kind that relate to the Project in any way.
- b. The State will assign all of its rights in and to the State's Contracts to the Town. The State agrees that at the turnover of the Project to the Town, the Town will be able to proceed legally against any contractors or subcontractors that the Town determines are responsible for any damages to person or property which arise or result from the Project.
- c. The Town will be solely responsible for such liabilities and the State will be excluded and indemnified from such matters.

3. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The Town acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the Town agrees to pay the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The Town acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax
JPABranch@azdot.gov

Town of Clarkdale
Attn: Art Durazo
890 Main Street
Clarkdale, AZ 86324
(928) 639-2560
Art.durazo@clarkdale.az.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-8534
jdavidson@azdot.gov

Town of Clarkdale
Attn: Art Durazo
890 Main Street
Clarkdale, AZ 86324
(928) 639-2560
Art.durazo@clarkdale.az.gov

For Financial Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax
JPABranch@azdot.gov

Town of Clarkdale
Attn: Kathy Bainbridge
PO Box 308
Clarkdale, AZ 86324
(928) 639-2400
Kathy.bainbridge@clarkdale.az.gov

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

TOWN OF CLARKDALE

STATE OF ARIZONA
Department of Transportation

By _____
DOUG VON GAUSIG
Mayor

By _____
STEVE BOSCHEN, P.E.
IDO Director

ATTEST:

By _____
KATHY BAINBRIDGE
Clerk

DRAFT

ATTORNEY APPROVAL FORM FOR THE TOWN OF CLARKDALE

I have reviewed the above referenced Amendment No. Two to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CLARKDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

DATED this _____ day of _____, 2016.

Town Attorney

DRAFT



Arizona Department of Transportation
Intermodal Transportation Division
205 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

John S. Halikowski
Director

April 13, 2011

Floyd Roehrich Jr.
State Engineer

Town of Clarkdale
Attn: Wayne Debrosky
P.O. Box 308
Clarkdale, Arizona 86324

RE: ADOT File No.: IGA/JPA 10-115I
AG Contract No.: P0012011000719
Project: Safe Routes to Schools
Section: 16th Street - Main Street
TRACS No.: PSRTS11C
TIP/STIP Item No.:
Budget Source Item No.: 79410

Dear Ms. Debrosky:

Enclosed please find one fully Executed Original Agreement between Arizona Department of Transportation and **Town of Clarkdale** for the above-mentioned Project.

Should you have any questions, please do not hesitate to contact me at (602) 712-7785.

Sincerely,

Cindy Childers

Cindy Childers
Joint Project Administration
205 S. 17th Avenue MD 637E
Phoenix, AZ 85007

cc: Project Manager

ADOT File No.: IGA/JPA 10-115I
AG Contract No.: P0012011000719
Project: Safe Routes to Schools
Section: 16th Street - Main Street
TRACS No.: PSRTS11C
TIP/STIP Item No.:
Budget Source Item No.: 79410

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CLARKDALE

THIS AGREEMENT is entered into this date April 11, 2011, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CLARKDALE, acting by and through its BOARD OF SUPERVISORS and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the Town.

3. The Safe Routes to Schools Program (SRTS) was established in August 2005 as part of SAFETEA-LU, Section 1404 of this legislation provides funding (for the first time) for State Departments of Transportation to create and administer SRTS programs. This is a one-school-year non-infrastructure project in which the recipient has eighteen (18) to twenty-four (24) months to expend the funds, unless otherwise specified. The State and the Town have identified programs within the Town as eligible for this funding.

4. The Town as a recipient of this SRTS grant must comply with Arizona State Procurement Code for the purchase of materials and/or services.

5. The purpose of this Agreement between the State and the Town is to allow the State to acquire Federal funds for the implementation of various educational safety programs, hereinafter referred to as the 'Project'. The Project will consist of 1762 linear feet of new sidewalks on the west side of 16th Street and on the south side of Main Street.. There will also be approximately 3800 feet of bicycle lanes on both sides of Main Street. Installation of high visibility crosswalks at the two intersections and installation of updated school zone pedestrian bicycle signage will also be done. The Project has been submitted to the State and Federal Highway Administration (FHWA) for their approval.

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Submit all documentation required to the FHWA containing the above-mentioned Project with the recommendation that funding be approved for implementation and funding, on behalf of the Town. If such Project is approved by the FHWA and the funds are available the State with the aid and consent of the FHWA in accordance with SAFETEA-LU funding, authorizes the Town to proceed with the work covered in the application and will request the maximum Federal funds available.

b. Not be obligated to incur any expenditure on behalf of the Town. Should costs exceed the maximum Federal funds available or unforeseen conditions or circumstances increase the cost of said work required by a change in the Project, it is understood and agreed that the Town will be responsible for any overage.

c. No more than monthly and within thirty (30) days of receipt and approval of an invoice from the Town, the State will reimburse the Town with Federal funds up to **\$336,000.00** of eligible Project costs.

d. Not be obligated for any possible maintenance that may arise from the implementation of the Project.

2. The Town will:

a. Upon concurrence and authorization of FHWA and State, proceed with the development and implementation plans for the Project in a format covered in the application. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid. Hereby also certifies that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction

b. Be responsible for all costs, should costs exceed the maximum Federal funds available, it is understood and agreed that the Town will be responsible for any overage.

c. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the Town. Such changes require the prior approval of the State.

d. Within thirty (30) days of paying for goods and services under this Agreement and no more than monthly invoice the State for incurred eligible Project costs up to **\$336,000.00**.

e. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by Federal funding or not.

f. Assume responsibility for any possible maintenance that may arise from the implementation of the Project.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual by the Town, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the Project contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The Town, in regard to the Town's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the Town and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the Town and that to the extent permitted by law, the Town hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the Town, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

4. The total funding of the Federal funds under this Agreement shall not exceed the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the amount Federal funded, or for any other reason, should any of these Federal funds not be expended, the amount of the funds provided under this Agreement shall be proportionately reduced.

5. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The Town warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 amendments and with Arizona Revised Statutes § 41.725.

7. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

10. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007
 (602) 712-7124
 (602) 712-3132 Fax

Town of Clarkdale
 Attn: Wayne Debrosky
 P.O. Box 308
 Clarkdale, Arizona 86234
 (928) 639-2525
 (928) 639-2529 Fax

For Town Financial Matters:

Attn: Kathy Bainbridge
 Clerk/Finance Director
 P.O. Box 308
 Clarkdale, Arizona 86234
 (928) 639-2445
 (928) 639-XXXX Fax

12. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

13. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

14. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The Town warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Town may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Town or subcontractor is complying with the warranty under paragraph (a).

15. Pursuant to Arizona Revised Statutes § 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 Arizona Revised Statutes § 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 terminating this Agreement.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

TOWN OF CLARKDALE

By 

DOUG VON GAUSIG
Mayor

STATE OF ARIZONA
Department of Transportation

By 

SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By 

Lathya Baumbridge
Town Clerk

ATTORNEY APPROVAL FORM FOR THE TOWN OF CLARKDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CLARKDALE, an Agreement between public agencies which has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954, and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 14th day of MARCH, 2011.

Robert S. Pecharich

Town Attorney



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012011000719 (**IGA/JPA 10-115-I**), an Agreement between public agencies, i.e., The State of Arizona and The Town of Clarkdale, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 11, 2011

TOM HORNE
Attorney General

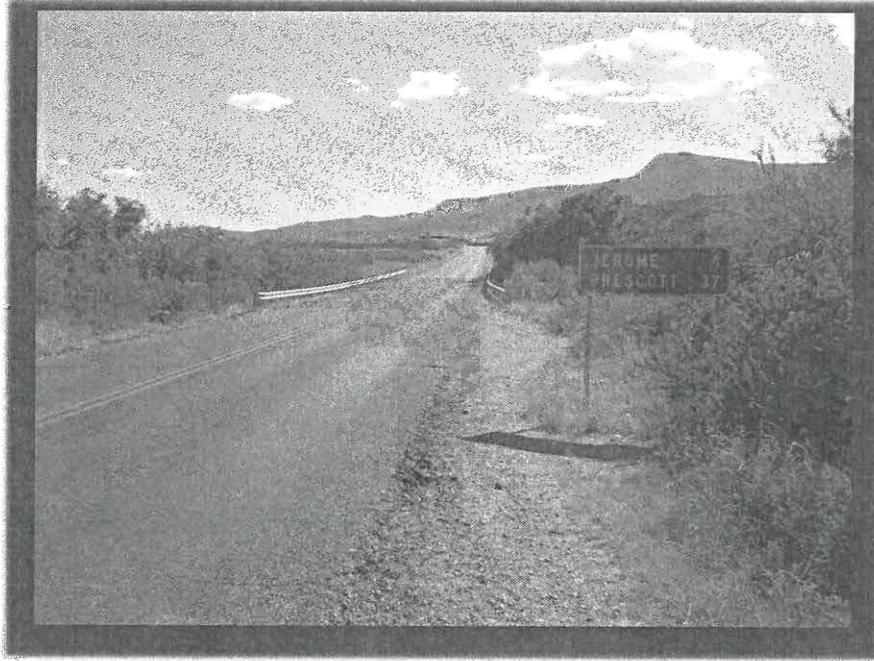
A handwritten signature in black ink, appearing to read "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ln:#1706249
Attachment

FINAL PROJECT ASSESSMENT

Clarkdale Parkway Pedestrian/Bicycle Pathway
Transportation Enhancement Project



Federal ID Number- TEA-CLD-0(201)T
TRACS Number- YV CLD SL696 01C

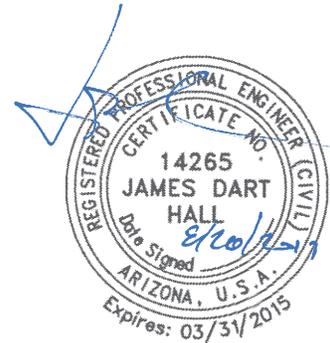
Located on Clarkdale Parkway from SR89A to First South Street

Prepared for:

Town of Clarkdale, Arizona

Prepared By:

Plateau Engineering, Inc.
323 N. San Francisco St. Ste. 201
Flagstaff, AZ 86001



July, 2013

TABLE OF CONTENTS

INTRODUCTION	2
BACKGROUND DATA	3
PROJECT SCOPE	4
PROJECT DEVELOPMENT CONSIDERATIONS	6
OTHER REQUIREMENTS	9
ESTIMATED COST	9
DETAILED COST ESTIMATE	10
PROJECT VICINITY MAP	11
PROJECT LOCATION MAP	12
PROJECT SCHEDULE	13
15% PLAN SHEETS	APPENDIX A

INTRODUCTION

The Clarkdale Parkway Pedestrian/Bicycle Pathway Enhancement Project is proposed within the Town of Clarkdale to enhance pedestrian and bicycle safety, and access along the Clarkdale Parkway, a Rural Collector roadway which connects the downtown portion of Clarkdale to Arizona State Route 89A. Pedestrian and bicycle improvements are proposed to be constructed within two Parkway segments of an overall project length of 3,000 feet, commencing at State Route 89A, and terminating at 1st South Street.

The first improved segment begins approximately 150 feet north of the center of the roundabout intersection of Clarkdale Parkway with SR 89A and Cement Plant Road. Roadway widening is proposed on both shoulders to allow for a dedicated bicycle lane each way between SR89A and the roundabout intersection with Mountain Gate Drive. In addition, a paved pedestrian pathway adjoining the westerly Parkway edge is proposed to be constructed from SR 89A, through the Mountain Gate Drive roundabout and terminating 140 feet north of roundabout improvements. At this point, a high-visibility crosswalk will be constructed across the Parkway, to connect to an existing sidewalk which provides access to the Mountain Gate subdivision.

The second improved segment commences approximately 1,275 feet further north, at the intersection of Sunset Drive and the Parkway. It terminates at 1st South Street, which is also the project end point. Pedestrian and bicycle improvements are proposed along the westerly limits of the roadway. The parkway crosses a narrow, high embankment fill with insufficient cross-section for improvements as it nears 1st South Street. The pedestrian and bicycle route is therefore proposed to detour via two Rural Local roadways: from the Parkway right of way northwest along South 12th Street to 1st South Street; and thence east along 1st South Street back to the Parkway, and the end of the project.

This project will be bid and administered by the Arizona Department of Transportation (ADOT). Construction of this work expected to take place in fall of 2014.

The estimated construction cost of the project, including administration and contingency is \$398,599. Of that amount, Federal Transportation Enhancement monies will fund 94.3% (\$375,879) of the project. The remaining 5.7% (\$22,720) will be furnished by the Town of Clarkdale.

This project is a stand-alone Transportation Enhancement project and is not a part of another project.

BACKGROUND DATA

The Clarkdale Parkway connects the Town of Clarkdale's downtown area to State Route 89A. This roadway was originally a part of the State highway system, as a portion of the Prescott-Flagstaff Highway ("Old" U.S. 89A) as Project S-366-706. The roadway was abandoned by the State and possession reverted to the Town of Clarkdale in January of 1977. While survey records exist for the roadway, no records or construction or maintenance appear to be available.

The roadway alignment is centrally located within a 100 foot right of way throughout the project limits. Existing roadway improvements typically consist of two opposing 12-foot wide travel lanes, with narrow (2'±) shoulders, separated by a double yellow pavement stripe. This roadway section passes over several embankment fills ranging up to 30 feet in height, and up to 1.4:1 (horizontal to vertical) in steepness. These fills are protected by guardrail and are located within the northerly one-third of the project.

In 2005- 2006, the developers of the Mountain Gate subdivision constructed a roundabout intersection at the approximate midpoint of the project, to provide access to their development through newly-constructed Mountain Gate Drive. In 2008-2009, the State of Arizona constructed a roundabout intersection with State Route 89A and Cement Plant Road at the southerly limits of the project.

Limited traffic counts taken in May of 2012 by the Town of Clarkdale suggest an Average Annual Daily traffic of approximately 2,600 vehicles per day. There are no traffic signals within the project limits. The roadway is currently posted for a 25 mile per hour speed limit.

The proposed Clarkdale Parkway Pedestrian/Bicycle Pathway Enhancement Project addresses a significant need for pedestrian and bicycle safety. The Parkway is a major route for vehicles as well as bicyclists and pedestrians. In its current state, there are no formal accommodations for vehicles or pedestrians, although there is a rock-delineated unimproved dirt path along the west right of way line for a portion of the project length.

This route provides access to the Mountain Gate subdivision and historic downtown Clarkdale. A pathway separated from the travelled way, together with bicycle improvements will better ensure the safety of citizens walking or biking on this stretch of road. Currently for much of the distance users have transit along the roadway edge with only minimal shoulder improvements. Some of the roadway is contained by guardrail which does not allow pedestrians or bicyclists to get out of the way of traffic.

As originally envisioned, pedestrian and bicycle improvements were to extend continuously between SR 89A and 1st South Street. It has been necessary to reduce the project scope due to budgetary issues. In particular, the cost of constructing the required widening of the Parkway roadway prism - spanning two deep roadway fills noted above and located between Stations 21+00 and 27+00 – exceeds the available funding. The project as currently proposed allows for

the construction of a significant amount of the originally proposed improvements, while providing logical starting and stopping points for improvement construction.

Prior to the June, 2009 submission of the Round 17 Transportation Enhancement Grant Application, the Clarkdale Parkway Pedestrian and Bicycle Enhancement Project was discussed with and supported by: the City of Cottonwood, Yavapai County, Clarkdale Chamber of Commerce, Yavapai Apache Nation, Clarkdale Police, Clarkdale Fire District, Clarkdale Jerome Elementary School, local businesses, the Mountain Gate Homeowners Association, and numerous citizens. A public meeting was held with residents to review the proposed project.

PROJECT SCOPE

Preliminary design for the Clarkdale Safe Routes to Schools Project has been completed to a 15% stage, and incorporates the features addressed below. Preliminary plans are included as a part of this document. All roadway and pedestrian improvements will be constructed to *Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction*, latest edition. All traffic control devices will conform to *Manual on Uniform Traffic Control Devices (2009 ed, rev 2)* with the Arizona Supplement. All bicycle lane design, signing and marking will conform to the *AASHTO Guide for the Development of Bicycle Facilities, 4th ed. 2012*.

Costs are primarily (94.3%) funded through the Federal Transportation Enhancement program. The Town of Clarkdale will provide 5.7% in matching funds. This is a consultant-design project for the Town of Clarkdale. ADOT will bid and administer construction of the work.

Please refer to Figure 2, as well as the 15% plans.

The begin project location is established by the current limits of existing improvements at the roundabout intersection with SR89 and Cement Plant Road. New pedestrian and bicycle lane improvements commence where existing roundabout curb, gutter and sidewalk improvements end.

On the westerly roadway edge, a six foot wide asphalt-surfaced pedestrian pathway will connect to the roundabout sidewalk termination at Station 2+58 and proceed north. The structural section of the pathway will be 2" of asphaltic concrete over 4" of aggregate base material. The free asphalt edges of the new pathway will be thickened per Maricopa Association of Government (MAG) Standard Detail 201. As the roadway grade is in excess of 7.0%, ADA compliance requires that the pathway be closely tied to the roadway. A 2-foot wide blended transition area separates the roadway edge from the pedestrian pathway. The blended transition area is not proposed to be landscaped.

At 10+52, the pathway begins to merges with the back of curb at the Mountain Gate roundabout area. The width of the pathway transitions to 13.6 feet in order to maintain a six-

foot clearance around existing light poles. Beyond the roundabout, the pathway width reverts to six feet for roughly 140 feet to Station 14+40. This point corresponds to the terminus of the current sidewalk located on the east side of the roadway entering Mountain Gate. It is also distant enough from the roundabout to safely place a high-visibility pedestrian crosswalk, which will tie the new Pathway to the Mountain Gate subdivision.

Ten solar-powered street lights, spaced out at 112' in accordance with a preliminary photometric calculation, will be placed along the new pedestrian pathway, as indicated on the plans. The exact spacing and configuration of the lights will be determined in the final design phase.

Four foot wide bicycle lane improvement will also connect the State Route 89A (Station 2+58 left; Station 3+34 right) roundabout with the roundabout at Mountain Gate Drive (Station 10+52, left and right). The existing pavement edge will be sawcut back a minimum of 1.0', or as necessary to remove the damaged portion of the shoulder, and to make a clean transition from existing to new pavement. Approximately 4.0 feet of new pavement, per the Town of Clarkdale established roadway structural section of 3" asphaltic concrete over 6" of aggregate base, will be placed on both sides of the roadway. The free pavement edge will be thickened per MAG 201.

No bicycle or pathway improvements are anticipated between the Mountain Gate Drive roundabout as noted above, and Sunset Boulevard. Pedestrian and bicycle traffic will proceed between these two intersections much as currently exists. Bicycles will share the roadway northbound and southbound, while pedestrians will need to either use the roadway edge, or an existing dirt path located within the western right of way, and available of a portion of the way. The existence of this "gap" area is discussed under "Project Development Considerations."

Improvements recommence at the Clarkdale Parkway intersection with Sunset Drive and the Parkway. Beginning at Station 28+00 on the left (west) side, a new 6 foot wide concrete sidewalk will be constructed to match the current large-radius pavement return connecting Sunset Boulevard through the Clarkdale Parkway to South 12th Street. An existing grated inlet near Sunset Drive will be removed and relocated to match the new curb alignment.

The new sidewalk, curb and gutter will connect to the existing sidewalk improvements on south side of South 12th street. In addition, ribbon curb and sidewalk improvements will be placed on the north side of South 12th Street, commencing at a high-visibility crosswalk crossing of South 12th, and proceeding west. These curb and sidewalk improvement will circumvent what is locally known as the "Dragon's Lair", a deep triangular pit filled with dense vegetation that has been created as a result of the convergence of three roadway embankments. Improvements will continue through a curb return and the south edge of 1st South Street, and terminate near the intersection of 1st South Street and the Clarkdale Parkway. A high-visibility crosswalk will cross 1st South Street along the west line of the Parkway, and terminate at the northwest corner of the intersection of the Parkway and 1 South Street. This is the end of construction, and the Project.

First South Street and South 12th Street will be striped and marked for shared use (auto and bicycle) use. First South Street is currently signed as one way west bound. This will enable a southbound bicycle route to circumvent the Dragon's Lair. It is anticipated that northbound bicycle traffic will continue to use the northbound travelled way of the Clarkdale Parkway.

PROJECT DEVELOPMENT CONSIDERATIONS

ENVIRONMENTAL REQUIREMENTS

A Consultant-prepared Environmental Analysis (EA) will be prepared for this project. A Group 2 Categorical Exclusion (CE) Checklist is anticipated to provide the appropriate level of analysis to proceed with project development.

The following topics will be evaluated as part of this project's Environmental Analysis:

- Cultural Resources Evaluation- will begin with site record searches via AZSITE and the ADOT Portal to document any previously conducted surveys and recorded historic properties in/or near the project boundary.
- Biological Review- including consultation with Arizona Game and Fish Department (AzGFD) and U.S. Fish and Wildlife Service (USFWS) to address the presence/absence of threatened, endangered, sensitive species, and species of concern as well as invasive weed species within the project boundary.
- Wetland and Riparian Areas- will be assessed in the field and addressed within their respective sections of the CE checklist.
- Floodplain review- will be assessed in the field and addressed within their respective sections of the CE checklist
- Section 401/404 review- will be assessed in the field and addressed within their respective sections of the CE checklist
- Hazardous materials assessment- will include completion of a Preliminary Initial Site Assessment (PISA). A certified environmental inspector will conduct a site visit and obtain an environmental regulatory records review report for the project area.
- Section 4(f)6(f) resources
- Socioeconomic impact
- Noise and air quality impacts

Appropriate public and agency scoping will be performed in accordance with ADOT Environmental Planning Group's Scoping Guidance.

CONSTRUCTION CONTRACT METHOD

This project will be designed and contracted for construction using the design-bid-build method with the lowest responsive bid being awarded the contract. As this is a Federal Transportation Enhancement Project, Davis-Bacon wage requirements will apply.

GEOTECHNICAL AND DRAINAGE REQUIREMENTS

This project site was reviewed by Plateau Engineering, together with geotechnical (Peter Rupal, P.E. of Acura Engineering) and structural (David Merrell P.E., S.E. of Hubbard-Merrell Engineering) engineers with regard to feasibility of placing structures on existing roadway fills. It was determined that structures founded on existing fills would not be prudent, and that any walkway or earth-retaining structures would need to be founded upon undisturbed natural ground. As a part of this Initial Assessment, use of walkway and earth retaining structures have been eliminated from consideration. See "Other Development Considerations", below.

No further geotechnical investigation will be performed for this project. The City of Clarkdale has established criteria for new asphalt pathway and roadway widening paving sections which will be used of the work.

This project maintains existing drainage patterns, and has only minor drainage implications. One existing catch basin at Sunset Boulevard will be relocated to match the proposed new curb line. Approximately 35 feet of existing culvert draining this basin will be removed and replaced.

More than one acre of land will be disturbed. A Storm Water Pollution Prevention Plan will be required. Appropriate SWPPP and erosion control measures to be taken shall be depicted on the final plans.

CRITICAL OUTSIDE AGENCY INVOLVEMENT

ADOT and the Town of Clarkdale will be the primary agencies reviewing project documents throughout various stages of project development.

RIGHT OF WAY REQUIREMENTS

The current right-of-way for Clarkdale Parkway is owned by Town of Clarkdale. The entire project will take place within Town right-of-way. No new right-of-way acquisition, or temporary construction easements will be required for this project.

UTILITY RELOCATION REQUIREMENTS

There are no anticipated utility relocations for this project. However, some adjustments will need to be made to bring existing utilities to proposed grades. In particular, the electric junction boxes next to light poles in the roundabout will remain in the same horizontal position but will need to be adjusted to the new (proposed) grade during construction of the walkway.

TRAFFIC REQUIREMENTS

Traffic and pedestrians will be affected during construction of this project. A traffic/pedestrian control plan conforming to the Manual on Uniform Traffic Control Devices (MUTCD) and ADOT construction traffic control supplemental requirements shall be developed by the contractor and submitted to the project team for review prior to construction.

CIVIL RIGHTS COMPLIANCE

The project is federally funded through the Federal Transportation Enhancement Project funds. All contracts and subcontracts must comply with 49 CFR Part 26, and should include current Federal special provisions with regard to Equal Employment Opportunity, DBE participation, and certification.

SEASONAL CONSIDERATIONS

As a part of this Assessment, field survey work has been done by Plateau Engineering in order to obtain the topography, utility locations, right-of-way boundary and other existing conditions within the project area. Spring, summer, and fall are ideal for the construction season because weather is typically warm enough to allow placement of all materials including asphalt, concrete, or hydroseed. There are ambient temperature requirements for placing these materials. Winter weather may drop below the allowable ambient temperatures.

DESIGN CRITERIA

Design shall proceed in accordance with the *Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction*, latest edition. All traffic control devices will conform to *Manual on Uniform Traffic Control Devices (2009 ed, rev 2)* with the Arizona Supplement. All bicycle lane design, signing and marking will conform to the *AASHTO Guide for the Development of Bicycle Facilities, 4th ed. 2012*.

No design expectations are anticipated relative to the above criteria.

OTHER DEVELOPMENT CONSIDERATIONS

The Round 17 Transportation Enhancement Grant application submitted in 2009, anticipated that bikeway and pedestrian improvements would extend the full length of Clarkdale Parkway from State Route 89A to 1st South Street. The project as scoped in this Project Assessment falls short of the originally planned length.

This appears to be primarily due to the costs associated with the widening of a relatively narrow roadway prism to include bicycle and pedestrian improvements through several significant steep-sided roadway fill areas located between the Mountain Gate development and the northerly project terminus. The grant application appears to assume that much of this widening might be facilitated through the use of a “boardwalk” type structure and short retaining walls founded at the top of the various roadway fills. Regrettably, these assumptions fail to address the extent of widening required; the lack of significant bearing capacity available near the top of an existing uncontrolled fill, and the lack of resistance to sliding provided by the adjacent fill slope. In assessing this project, it was determined that the roadway prism would need to be widened through the use of a “sliver fill” on the westerly side of the various existing

embankments. This sliver fill would extend at a slope of 1.5 horizontal to 1 vertical to natural ground. A retaining wall would be required at the base of the fill in some areas in order to keep the fill from encroaching outside of the right of way (alternatively, additional right of way could be obtained. The cost of this fill, walls, plus associated pipe extensions and appurtenances, placed the estimated cost of the project (including Construction Administration and contingency) in excess of \$630,000. This estimated amount exceeds the original grant (and Town) funded construction budget of \$398,599, rendering the project impractical.

After examining several options, the Town of Clarkdale, in consultation with ADOT elected to proceed with the project as set forth in this Assessment. The proposed work includes complete improvements at the southerly and northerly ends of the Project, with a major unimproved section through the intervening embankment fill portions. The proposed work also satisfies the requirement that full improvements be made between defined end points of connection to existing facilities.

OTHER REQUIREMENTS

The funding sources for this Transportation Enhancement Project are from the Town of Clarkdale (5.7%) and from Federal Transportation Enhancement Project funds (94.3%).

To enable the construction to take place during the same time as the safe routes to school project for best pricing, the most desirable construction start date would be on or around June 2, 2014. A bid advertisement date of February 1, 2014 provides a four-month allowance for bid and award.

The project will be designed by a consultant firm selected by the Town of Clarkdale. The Arizona Department of Transportation will provide bid and construction administration services

ESTIMATED COST

The total estimated cost for the Clarkdale Parkway Pedestrian/Bicycle Enhancement project is \$494,782.50. The estimated total construction cost (including administration) for the Clarkdale Parkway Pedestrian/Bicycle Pathway Enhancement project is \$398,599.00. Federal Transportation Enhancement Projects funds available for this project are \$375,878.86. The remaining \$22,720.14 will be funded by the Town of Clarkdale.

Preliminary scoping costs available for this project are \$41,984.00. Design costs available are \$54,200 (\$51,110.60 from Federal funds, \$3,089.40 from the Town of Clarkdale). Construction costs available are \$398,599 (\$375,879 from Federal funds, \$22,720 from the Town of Clarkdale).

There are no anticipated right-of-way or temporary construction easement acquisitions and/or costs for this project.

DETAILED COST ESTIMATE

PLATEAU ENGINEERING, INC	Project	Clarkdale Pathway	
323 N San Francisco St. Ste. 201	Job No.	1162	
Flagstaff, Arizona 86001	Estimated/Date	NR	2/21/2013
(928) 556-0311	Checked/Date	JDH	2/21/2013

ENGINEERING ESTIMATE

Clarkdale Pathway-15% Preliminary (B-With solar lights) Bike lane and sidewalk from 89A to Mountain Gate Dr. and Sidewalk from First Street to 12th Street and from 12th Street to Sunset Blvd. NO drainage improvements but with Solar lights.
Civil Items Only

Note: Estimate represents a professional opinion only.
Estimate may or may not reflect the true cost of the work.
Estimate does not include any additional amenities

Item No.	Description	Approx. Quantity	Unit	Unit Price	Extension
Scoping (Project Assess.)					
1	Scoping and project Assessment	1.00	LS	\$27,870.50	\$27,870.50
2	Environmental Assessment	1.00	LS	\$14,113.00	\$14,113.00
Design					
1	Design	1.00	LS	\$54,200.00	\$54,200.00
Construction Costs					
1	SWPP	1.00	LS	\$18,000.00	\$18,000.00
2	Borrow	423.00	CY	\$30.00	\$12,690.00
3	Clearing and Grubbing	1.00	LS	\$5,000.00	\$5,000.00
4	Sawcut existing street	2,148.00	LF	\$1.32	\$2,835.36
5	Remove existing asphalt and base	837.33	SY	\$6.50	\$5,442.67
6	Asphalt sidewalk (2"AC on 4" ABC) with MAG thickened edge	1,042.22	SY	\$33.60	\$35,018.67
7	New Asphalt strip (widen road for bike lane) (3"AC on 6" ABC) with MAG thickened edge	837.33	SY	\$37.80	\$31,651.20
8	New concrete sidewalk (4" concrete on native)	3,622.00	SF	\$4.65	\$16,842.30
9	New curb and gutter type MAG 220 Type A	244.00	LF	\$20.00	\$4,880.00
10	New ribbon curb and gutter MAG 220 Type B	373.00	LF	\$12.82	\$4,781.86
11	New ADA ramps	5.00	EA	\$1,250.00	\$6,250.00
12	New Catch basin	1.00	EA	\$4,300.00	\$4,300.00
13	Hydroseeding	0.75	AC	\$1,800.00	\$1,350.00
14	Solar Lights	10.00	EA	\$8,000.00	\$80,000.00
15	Adjust electric box	2.00	EA	\$320.00	\$640.00
16	New double yellow striping	2,000.00	LF	\$0.45	\$900.00
17	New bike lane striping	1,500.00	LF	\$0.35	\$525.00
18	New bike lane makings	6.00	EA	\$130.00	\$780.00
19	New signage	8.00	EA	\$300.00	\$2,400.00
20	New crosswalks	3.00	EA	\$250.00	\$750.00
Mobilization & Administration Costs					
1	Mobilization	1.00	LS	\$35,000.00	\$35,000.00
2	Traffic Control	1.00	LS	\$20,000.00	\$20,000.00
3	Survey and Layout	1.00	LS	\$15,000.00	\$15,000.00
4	Miscellaneous work	1.00	LS	\$16,413.75	\$16,413.75
Construction Subtotal:					\$321,450.80
Below Line Costs					
1	Construction Engineering	18.00%			\$57,861.14
2	Contingency	5%			\$16,072.54
3	Post Design Services	1%			\$3,214.51
Project Construction Total:					\$398,599.00
Total Project Costs=					\$494,782.50

*Assume one construction mobilization

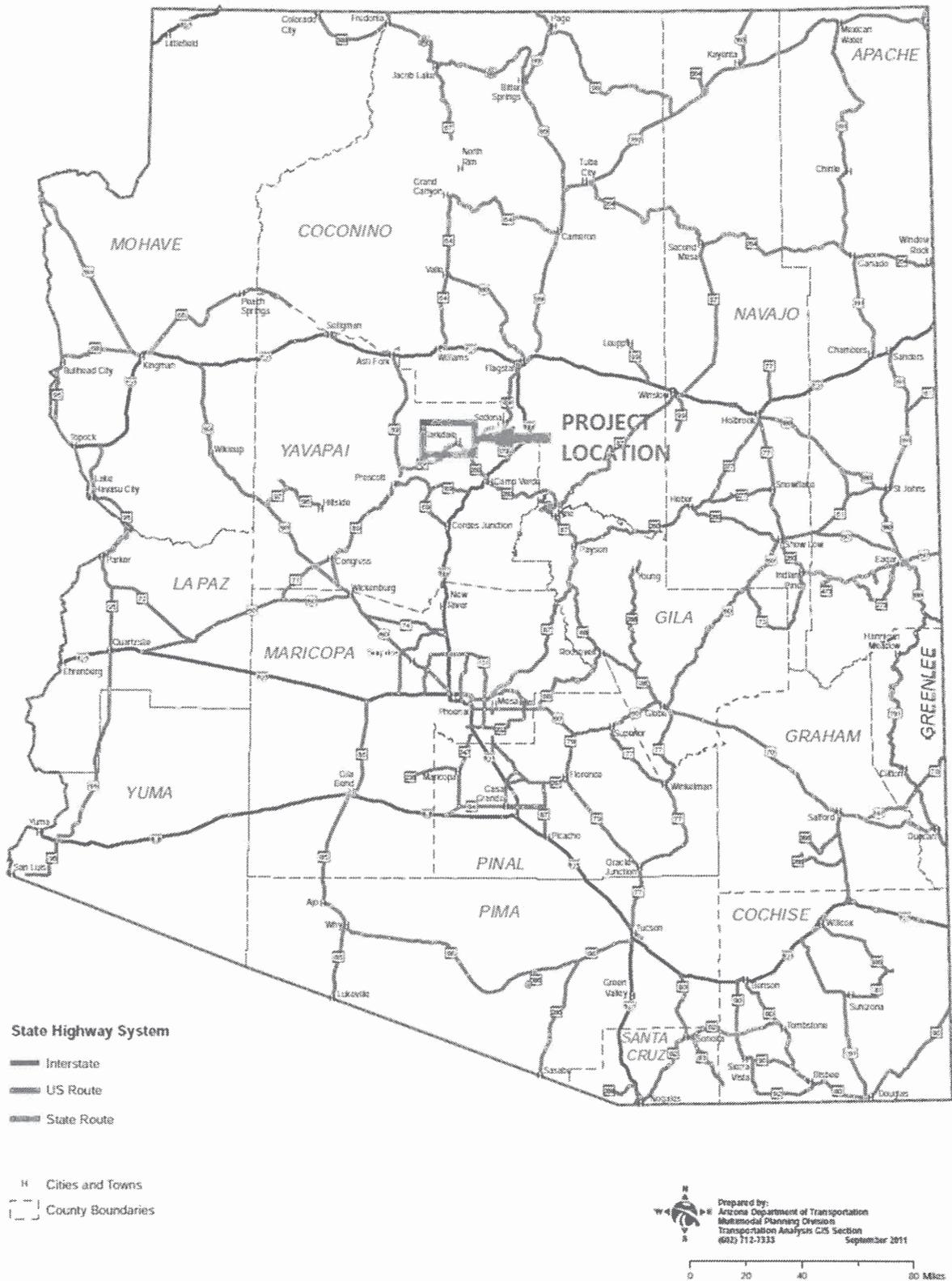


Figure 01- Project Vicinity Map



Figure 02
Project Location Map

Project Activity	Schedule Dates
• Approved Scoping Document	• July 19, 2013
• Environmental Clearance	• February 14, 2014
• 60% Design Submittal	• March 14, 2014
• 95% Design Submittal	• May 2, 2014
• Final Plans and Specifications	• May 23, 2014
• Bid Advertisement	• June 2, 2014
• Construction Start	• September 1, 2014

**Figure 03
Schedule**