



**NOTICE OF A SPECIAL MEETING OF THE COMMON COUNCIL
OF THE TOWN OF CLARKDALE
Tuesday, May 24, 2016 at 3:00 P.M.
Clark Memorial Clubhouse, Men's Lounge**

PURSUANT TO A.R.S. §38-431.02, NOTICE IS HEREBY GIVEN to the members of the Common Council of the Town of Clarkdale and to the general public that the Town of Clarkdale Common Council will hold a Special Meeting open to the public on **Tuesday, May 24, 2016, at 3:00 p.m.** in the **Clark Memorial Clubhouse, Men's Lounge, 19 N. Ninth Street, Clarkdale, Arizona.** Members of the Clarkdale Common Council will attend either in person or by telephone, video or internet conferencing. Pursuant to A.R.S. §38-431.03, the Council may vote to recess the meeting and move into Executive Session on any item, which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda.

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

The undersigned hereby certifies that a copy of this notice was duly posted on the Community Development Building bulletin board, located at 890 Main Street, Clarkdale, Arizona on May 19, 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. 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.

NEW BUSINESS

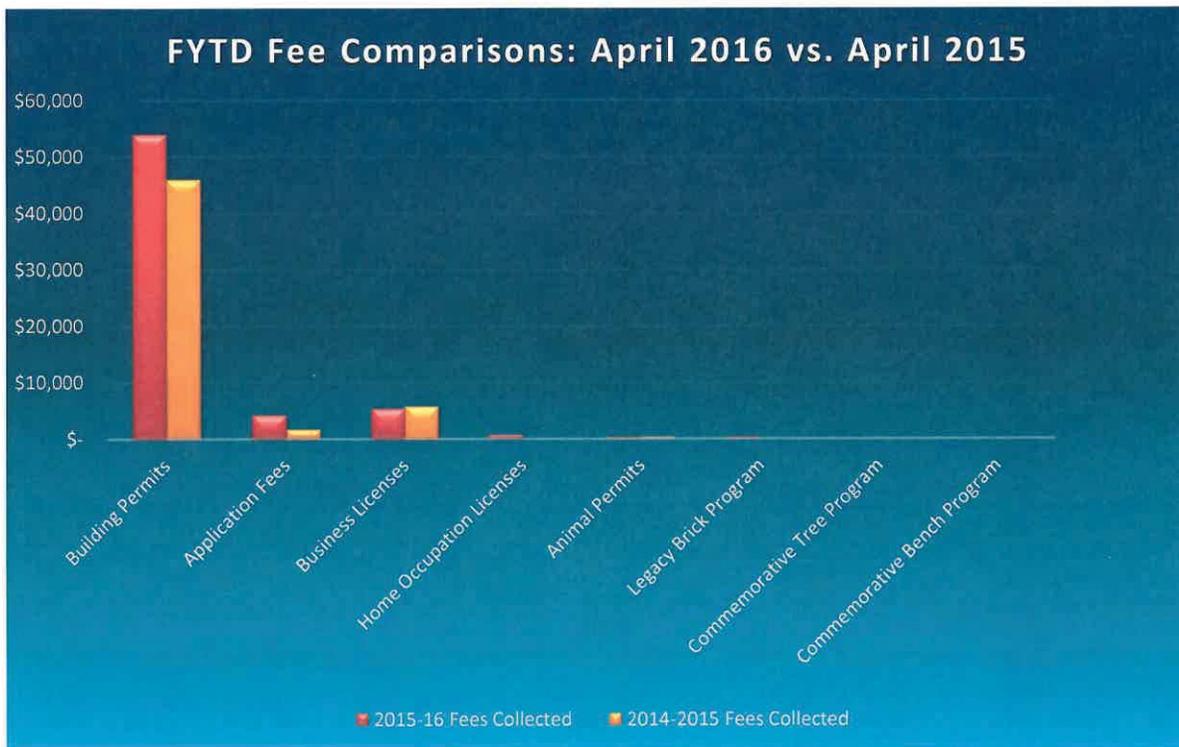
- 4. **FANN ENVIRONMENTAL FLOOD MITIGATION PROJECT PROPOSAL UNDER A JOB ORDER CONTRACT (JOC) FOR AN AMOUNT NOT TO EXCEED \$43,292.00** – Discussion and possible action regarding a proposal from FANN Environmental for a flood mitigation project on the Old Jerome Highway and Peaks View Drive intersection.
- 5. **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.
- 6. **FISCAL YEAR 2016-2017 PRELIMINARY BUDGET WORKSESSION** – A worksession with Council regarding the Preliminary Budget for FY 2016-2017.
- 7. **FUTURE AGENDA ITEMS** - Listing of items to be placed on a future council agenda
- 8. **ADJOURNMENT**

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

TOWN OF CLARKDALE
 Community Development Monthly Report
 Copy of CDD - April 2016.xlsx
FEES COLLECTED

As of 5/5/2016

Type	Current Month Number	\$ Collected		YOY Variance	
		Current Month	FY 2015-2016 As of April 2016		FY 2014-2015 As of April 2015
Building Permits	8	\$ 670.60	\$ 53,924.25	\$ 45,948.85	\$ 7,975.40
Application Fees	7	\$ 510.00	\$ 4,135.00	\$ 1,660.00	\$ 2,475.00
Business Licenses	4	\$ 60.00	\$ 5,315.00	\$ 5,685.00	\$ (370.00)
Home Occupation Licenses	0	\$ -	\$ 645.00	\$ -	\$ 645.00
Animal Permits	0	\$ -	\$ 275.00	\$ 300.00	\$ (25.00)
Legacy Brick Program	0	\$ -	\$ 300.00	\$ -	\$ 300.00
Commemorative Tree Program	0	\$ -			\$ -
Commemorative Bench Program	0	\$ -	\$ -	\$ -	\$ -
TOTAL	19	\$ 1,240.60	\$ 64,594.25	\$ 53,593.85	\$ 11,000.40

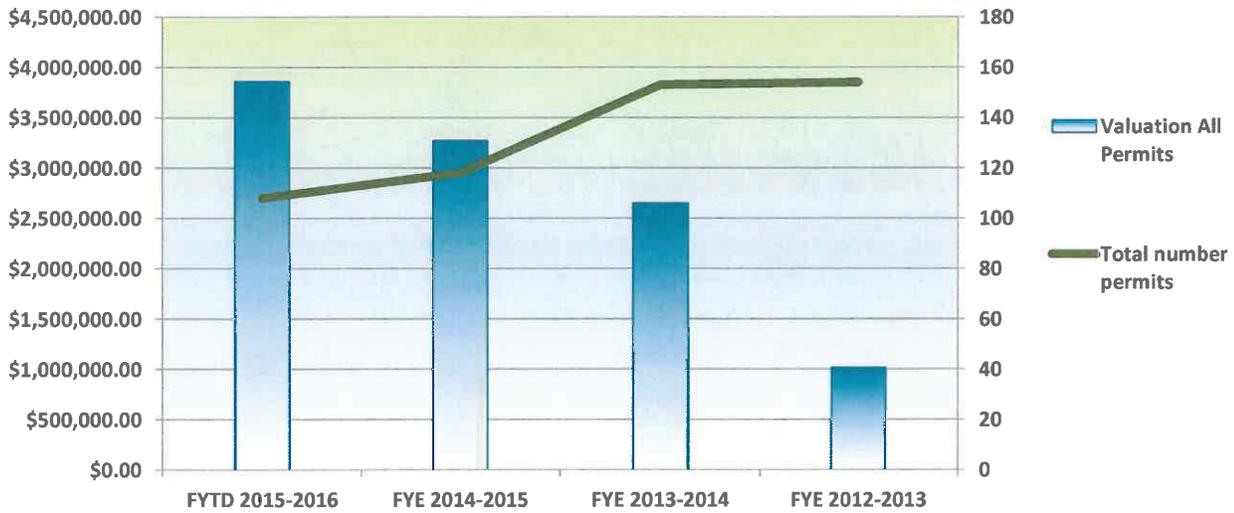


TOWN OF CLARKDALE
 Community Development Monthly Report
 Copy of CDD - April 2016.xlsx
Valuations

As of 5/5/2016

Year	Valuation All Permits	Total Number Permits
FYTD 2015-2016	\$3,859,835.00	108
FYE 2014-2015	\$3,271,773.67	118
FYE 2013-2014	\$2,650,844.70	153
FYE 2012-2013	\$1,013,578.00	154

YTD Permit Valuations 2015 - 2016: April 2016

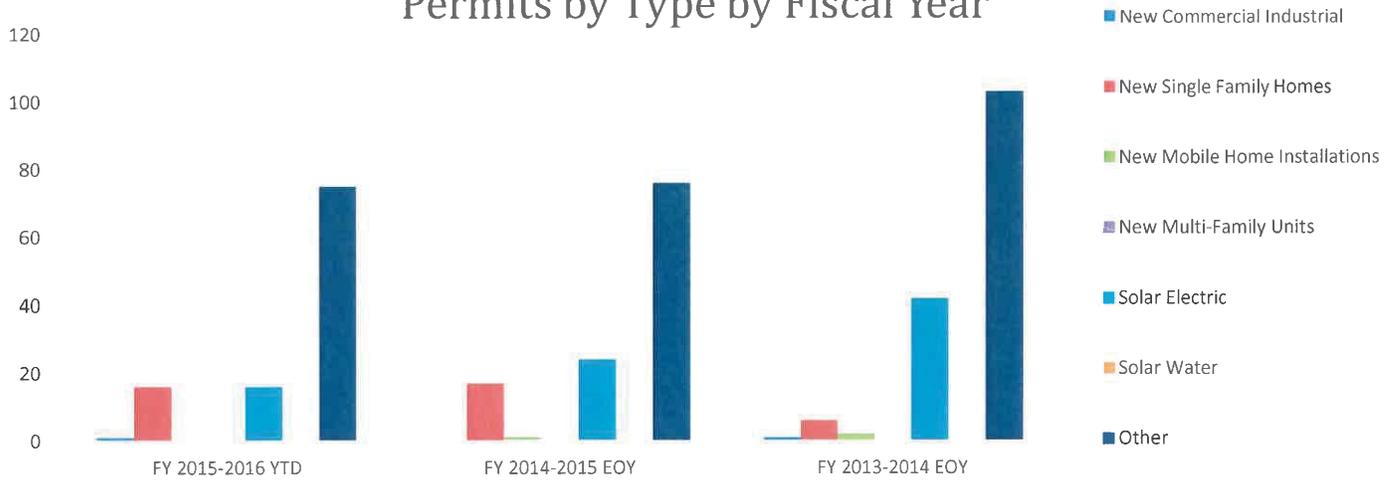


TOWN OF CLARKDALE
 Community Development Monthly Report
 Copy of CDD - April 2016.xlsx
Building Permits

As of 5/5/2016

Year	New Commercial Industrial	New Single Family Homes	New Mobile Home Installations	New Multi-Family Units	Solar Electric	Solar Water	Other	Total
FY 2015-2016 YTD	1	16	0	0	16	0	75	108
FY 2014-2015 EOY	0	17	1	0	24	0	76	118
FY 2013-2014 EOY	1	6	2	0	42	0	103	154

Permits by Type by Fiscal Year



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

TOWN OF CLARKDALE
Community Development Monthly Report
Copy of CDD - April 2016.xlsx
Code Enforcement

As of 5/5/2016

Month	Weeds	Vehicles	Trash & Rubbish	Political Signs	Other	TOTAL
Jul-15	2	1	1	0	0	4
Aug-15	1	0	1	0	0	2
Sep-15	3	0	1	0	0	4
Oct-15	0	0	1	0	0	1
Nov-15	0	0	1	0	0	1
Dec-15	1	0	1	0	0	2
Jan-16	1	2	1	0	0	4
Feb-16	0	1	5	0	0	6
Mar-16	1	1	1	0	1	4
Apr-16	4	1	3	0	4	12
May-16				0	0	-
Jun-16				0	0	-

TOWN OF CLARKDALE
 Community Development Monthly Report
 Copy of CDD - April 2016.xlsx
 FY Building Permit Data Entry

As of 5/5/2016

Building Permits by Month	New Commercial Industrial	New Single Family Homes	New Mobile Home Installations	New Multi-Family Units	Solar Electric	Solar Water	Other	Total
JUL	0	0	0	0	3	0	3	6
AUG	0	1	0	0	3	0	9	13
SEP	0	12	0	0	0	0	8	20
OCT	1	1	0	0	2	0	14	18
NOV	0	0	0	0	1	0	11	12
DEC	0	1	0	0	2	0	8	11
JAN	0	0	0	0	1	0	5	6
FEB	0	1	0	0	1	0	5	7
MAR	0	0	0	0	2	0	5	7
APR	0	0	0	0	1	0	7	8
MAY	0	0	0	0	0	0	0	0
JUN	0	0	0	0	0	0	0	0
TOTALS	1	16	0	0	16	0	75	108
Permit Valuations by Month	\$ Valuation							
JUL	\$ 83,450							
AUG	\$ 423,017							
SEP	\$ 1,480,714							
OCT	\$ 1,029,896							
NOV	\$ 99,386							
DEC	\$ 306,000							
JAN	\$ 54,572							
FEB	\$ 283,500							
MAR	\$ 32,700							
APR	\$ 66,600							
MAY								
JUN								
TOTALS	\$ 3,859,835							

Utilities Department Capital Improvements Projects – Update: May 1, 2016

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

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

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

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

9-01-15 – No new capital improvements are scheduled for the wastewater treatment system. Staff will continue efforts to reduce electrical costs, and investigate processes for aerating/mix the effluent holding ponds.

10-01-15 – No new capital improvements are scheduled for the wastewater treatment system.

11-01-15 – No new capital improvements are scheduled for the wastewater treatment system.

12-01-15 – No new capital improvements are scheduled for the wastewater treatment system.

1-01-16 – No new capital improvements are scheduled for the wastewater treatment system.

3-01-16 – No new capital improvements are scheduled for the wastewater treatment system.

4-01-16 – No new capital improvements are scheduled for the wastewater treatment system.

5-01-16 – No new capital improvements are scheduled for the wastewater treatment system.

Utilities Department Capital Improvements Projects – Update: May 1, 2016

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

2016 – No further progress on the reclaimed water master plan. Staff recommends that the Town’s Reclaimed Water Master Plan be a discussion item during the Town’s 2016 Strategic Planning.

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

6-01-15 The Town of Clarkdale has received a Technical Assistant Grant in the amount of \$35,000 from the Water Infrastructure Finance Agency (WIFA) for the design of the Upper Town Water Main Replacement Project. There is a matching component of \$35,000 to receive these grant monies. Since the projected design costs for this project range from \$75,000 to \$100,000 this match will be met. Staff is preparing the necessary supporting documentation, forms, and related submissions for this grant.

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

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

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

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

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

9-01-15 The Town of Clarkdale is using a Technical Assistant Grant from the Water Infrastructure Finance Agency (WIFA), in the amount of \$35,000, for part of the design of the Upper Town Water Main Replacement Project. The balance of the design costs for this project will be paid out of water depreciation designated funds. Southwestern Environmental Consultants (SEC) was approved by the Town Council at the 7/28/15 Town Council Meeting to provide professional services for the design of this project. Staff has entered into contract discussions with SEC for an agreement to provide those design services. A Staff Report for Council consideration, discussion, and possible action on a Professional Services Agreement with SEC will be on a future Council Agenda.

The Amended CAP Trust Fund Agreement has been approved by the Town Council and signed by the Mayor. At the 8/25/15 Council Meeting the Town Council approved the 89A Booster Pump System Project and directed the PW/Utilities Director to negotiate an agreement with Felix Construction to design/build the project for a cost \$210,240.37 with a \$21,024.03 contingency fund. Total amount

is \$231,264.30. The Arizona Department of Water Resources (ADWR) has given a determination that the "89A Booster Pump System Project will meet the requirements for the use of Central Arizona Project (CAP) Trust Funds" in the amount of \$186,000 for this project.

10-01-15 Staff continues contract discussions with SEC for an agreement to provide the design services for the Upper Town Water Main Replacement Project. A Staff Report for Council consideration, discussion, and possible action on a Professional Services Agreement with SEC will be on a future Council Agenda.

The PW/Utilities Director is negotiating an agreement with Felix Construction for the design /build the project for a cost \$210,240.37 with a \$21, 024.03 contingency fund. Total amount is \$231,264.30. The Arizona Department of Water Resources (ADWR) has indicated via e-mail that it will release the Central Arizona Project (CAP) Trust Funds” in the amount of \$186,000 for the 89A Booster Pump System Project.

11-01-15 Discussions with SEC for an agreement to provide the design services for the Upper Town Water Main Replacement Project

Continue with staff requesting a review of Section 1.3.2 of our standard agreement for professional services by the Town Attorney. After that review and comment by the Town Attorney a Staff Report for Council consideration, discussion, and possible action on a Professional Services Agreement with SEC will be on a future Council Agenda.

The PW/Utilities Director has negotiated an agreement with Felix Construction for the design /build the project for a cost \$210,240.37 with a \$21, 024.03 contingency fund. Total amount is \$231,264.30. Staff is preparing a formal request and associated paperwork for the release the Central Arizona Project (CAP) Trust Funds” in the amount of \$186,000 for use with the 89A Booster Pump System Project.

12-01-15 The agreement between the Town and SEC to provide the design services for the Upper Town Water Main Replacement Project has been signed by the Town and SEC and is currently before the Town’s Attorney for signature and final approval.

The Town has entered into an agreement with Felix Construction for the design /build of the 89A Booster Pump System for a cost \$210,240.37 with a \$21, 024.03 contingency fund. Total amount is \$231,264.30. The project design is in the final stages and once design work is completed the project will be submitted to AZDEQ for approval.

The Town has received approval of our request for the release the Central Arizona Project (CAP) Trust Funds” in the amount of \$186,000 for use with the 89A Booster Pump System Project. The money is available as a draw against project expenses up to the total amount of \$186,000.

1-01-16 The Town has entered into an agreement with SEC to provide the design services for the Upper Town Water Main Replacement Project. SEC plans to start the design work in January 2016.

The Town has entered into an agreement with Felix Construction for the design /build of the 89A Booster Pump System for a cost \$210,240.37 with a \$21, 024.03 contingency fund. Total amount is \$231,264.30. The project design is in the final stages and once design work is completed the project will be submitted to AZDEQ for approval. The project schedule calls for submittals to AZDEQ for approval by the end of January 2016 and construction to be finished in March 2016.

The Town has received approval of our request for the release the Central Arizona Project (CAP) Trust Funds” in the amount of \$186,000 for use with the 89A Booster Pump System Project. The money is available as a draw against project expenses up to the total amount of \$186,000.

3-01-16 SEC continues work on the design of the Upper Town Water Main Replacement Project. In February 2016 SEC worked with Utilities staff to mark out the existing water and sewer infrastructure in the project area. The Blue Stake mark-outs should be done in March 2016.

The Town contracted with Felix Construction for the design /build of the 89A Booster Pump System for a cost \$210,240.37 with a \$21,024.03 contingency fund. Total amount is \$231,264.30. The project design has been submitted to AZDEQ for review and approval. The project schedule called for submittals to AZDEQ for approval by the end of January 2016 and construction to be finished in March 2016. Due to comments and requests for additional information by AZDEQ Felix Construction and Fred Goldman are in the process of revising the project schedule. It is the intention of the Town and Felix Construction to complete construction and put this new booster pump system on-line before the high usage/warmer weather months.

4-01-16 SEC, Inc. is at the 36% design plans for the Upper Town Water Main Replacement Project. Public Notice for the Construction Manager At Risk (CMAR) RFQ was advertised in the Verde Independent on April 1, 2016. The CMAR RFQ was also advertised in The Blue Book and Plan1 plan rooms. A pre-submittal meeting for the RFQ is scheduled for April 13, 2016 with the RFQ submittals due on April 20, 2106 at 3:00pm. This CMAR procurement process is qualification based.

Felix Construction has completed the design of the 89A Booster Pump System with the project design submitted to, and approved for construction, by AZDEQ. The project schedule originally called for submittals to AZDEQ for approval by the end of January 2016 and construction to be finished in March 2016. The regulatory design and submittal process has delayed that original schedule. It is now the intention of the Town and Felix Construction to complete construction and put this new booster pump system on-line, by the end of May 2016, before the high usage/warmer weather months. The Town has been using draws on the Central Arizona Project (CAP) Trust Funds for the current project expenses for the 89A Booster Pump System Project. The money that is available as a draw against project expenses up to the total amount of \$186,000.

5-01-16 SEC, Inc. is at the 47% design plans for the Upper Town Water Main Replacement Project. Public Notice for the Construction Manager At Risk (CMAR) RFQ was advertised in the Verde Independent on April 1, 2016. This CMAR procurement process is qualification based. The CMAR RFQ submittals were due on April 20, 2106 at 3:00pm and we received seven (7) submittals. The Selection Committee reviewed and scored the submittals and identified the three firms with the highest scores for further consideration. For the three firms identified for further consideration staff checked references, conducted past performance surveys, and checked the Registrar of Contractors for claims against any of the firms. Interviews with each of these firm have been scheduled for early May 2016.

Felix Construction is schedule to start construction by the beginning of May 2016, and have this new booster pump system on-line, by the end of May 2016. The Town is using draws on the Central Arizona Project (CAP) Trust Funds to pay for the 89A Booster Pump System Project. The money that is available as a draw against project expenses up to the total amount of \$186,000.

UTILITIES DEPARTMENT WATER/WASTEWATER MONTHLY REPORT

Water System

YEARS BASED ON CALENDAR YEARS

WATER WELLS	PRODUCTION GALLONS	SAME MO. LAST YEAR	YTD PRODUCTION	STORED WATER *	DEPTH TO WATER LEVEL		DEPTH TO WATER LEVEL SAME MO. LAST YEAR
					STATIC	DYNAMIC	
89A STORAGE TANK	N/A		0	550,000			183
HASKELL SPRINGS WELL	7,107,000	8,220,000	29,422,000	1,200,000			194
MESCAL WELL							
MOUNTAIN GATE WELL	8,925,000	9,504,000	31,762,000	750,000			
CITY OF COTTONWOOD							
TOTAL PRODUCTION	16,032,000	17,724,000	61,184,000	2,500,000	<i>Note: *Stored Water reported to calculate non-revenue water</i>		

WATER USE	# ACCOUNTS	SAME MO. LAST YEAR	YTD	LAST YEAR RESIDENTIAL GPCD*	YTD RESIDENTIAL GPCD**	TOTAL LAST YEAR WATER GPCD***	% NON-REVENUE WATER	NON-REVENUE GALS
# RESIDENTIAL ACCTS	1,455	1,736		71	61	77	33%	
# MULTI-UNITS	297							
# COMM ACCTS	31	29						
# GOV ACCTS	25	25						
# OTHER ACCTS	5	8						
# INDUSTRIAL	8	4						
TOTAL ACCTS	1,821	1,802						
<p>YTD Calculations *103,595,517/1,729/365/2.3 **29,622,957/1,752/121/2.3 ***115,349,511/1,796/365/2.3</p>								

RESIDENTIAL USE	6,370,094	9,809,531	23,421,545					
MULTI USE	1,705,892		6,201,412					
COMM USE	309,793	354,858	1,250,269					
GOV USE	432,164	630,493	1,077,081					
OTHER USE	41,371	37,572	144,883					
INDUSTRIAL USE	31,104	94,597	91,208					
TOTAL CLARKDALE USE	8,890,418	10,927,051	32,186,398					
COTTONWOOD RANCH	0	1,574,000	1,437,000					

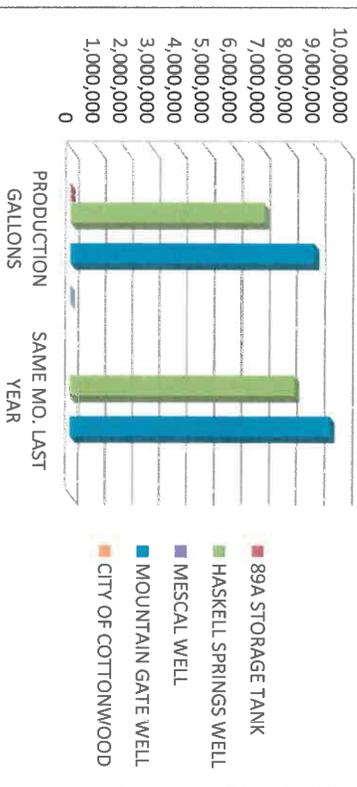
TOTAL USE	8,890,418	12,501,051	33,623,398					
Non Revenue - Backwash	186,400	197,300	855,700					
Non Revenue - flushing	12,000	57,500	16,300					
Fire Dept Usage	300		700					
TOTAL USE	9,089,118	12,755,851	34,496,098					

Note: Tiffany Construction testing water lines and flushing - water use not reported

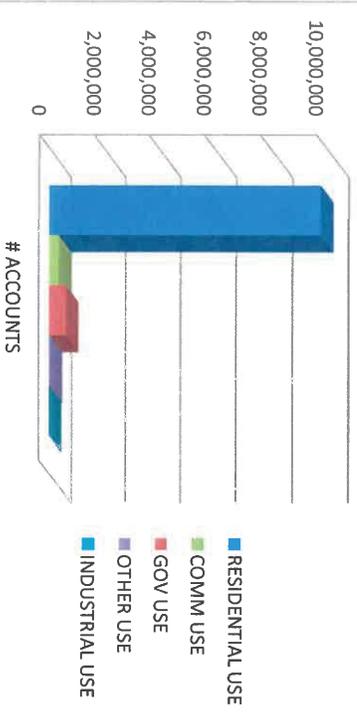
COMMENTS: APR Water Call Outs
 Water Main Repair: 3
 Water Service Repair: 5

Wastewater	LAST MO.	SAME MO. LAST YEAR	YTD	LAST YTD	
# ACCOUNTS	1,048	1,034			
WASTEWATER (INFLUENT)	4,376,411	4,112,363	17,477,537	16,339,311	Note: Influent is the wastewater coming into the plant before treatment Effluent is the wastewater after treatment
WASTEWATER (EFFLUENT)	3,343,993	3,625,863	14,878,587	14,051,162	

PRODUCTION



WATER USE



CLARKDALE FIRE DISTRICT

Monthly Call Report

April 2016

Call Type	Call Volume By Month 2016												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Brush Fire	0	0	0	0									0
Commercial Fire	4	1	3	1									9
EMS - ALS	24	24	24	27									99
EMS - BLS	13	12	11	12									48
Hazardous Materials	0	0	0	0									0
Rescue	1	0	1	0									2
Residential Fire	1	1	0	0									2
Special Duty	9	9	8	7									33
Still	4	5	3	2									14
Other	0	0	0	0									0
Total Calls	56	52	50	49	0	207							

Call Type	Call Volume By Month 2015												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Brush Fire	0	0	0	0	0	2	4	1	1	0	0	0	8
Commercial Fire	3	2	1	1	5	2	2	0	0	1	1	0	18
EMS - ALS	16	17	20	24	17	21	17	15	11	17	16	26	217
EMS - BLS	12	7	17	14	20	11	20	11	12	14	19	8	165
Hazardous Materials	0	1	1	0	0	0	0	0	0	0	0	1	3
Rescue	3	2	1	2	2	4	1	3	4	3	1	3	29
Residential Fire	0	0	0	0	2	2	3	1	1	0	2	3	14
Special Duty	14	3	8	8	18	28	11	18	12	27	14	8	169
Still	4	2	2	2	0	1	5	5	3	0	2	3	29
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Calls	52	34	50	51	64	71	63	54	44	62	55	52	652

Definitions:

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

CLARKDALE FIRE DISTRICT
Automatic Mutual Aid Report
April 2016

	Volume of Calls by Month, 2016												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Automatic Aid Given													
Cottonwood FD	4	5	3	3									15
Jerome FD	1	0	0	0									1
Verde Valley FD	0	0	0	0									0
Other	0	0	0	0									0
Automatic Aid Received													
Cottonwood FD	4	3	1	2									10
Jerome FD	0	0	1	0									1
Verde Valley FD	1	1	1	1									4
Other	0	0	0	0									0
Mutual Aid Given	0	0	1	0									1
Mutual Aid Received	0	0	1	0									1

	Volume of Calls by Month, 2015												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Automatic Aid Given													
Cottonwood FD	4	3	1	4	13	2	3	6	1	2	3	3	45
Jerome FD	1	0	0	0	3	1	0	2	2	1	0	1	11
Verde Valley FD	0	0	0	0	0	0	4	2	0	0	0	0	6
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Automatic Aid Received													
Cottonwood FD	3	2	2	5	1	2	7	6	2	2	1	8	41
Jerome FD	0	0	0	0	0	1	0	0	1	0	0	1	3
Verde Valley FD	1	0	0	0	0	0	4	0	0	0	1	2	8
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Mutual Aid Given	0	0	2	0	1	2	3	2	1	0	2	0	13
Mutual Aid Received	1	0	1	0	0	0	2	0	0	0	1	0	5

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

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

Clarkdale Fire District

Fire Hydrant Report

April 2016

Clarkdale Utilities Out-of-Service Hydrants

Hydrant #	Locations	Remarks	Marked out of Service*	Priority
no # yet	Clark Memorial Auditorium	Not in service yet but OK for emergencies	no	

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

Clarkdale Utilities Hydrant In-Service, Requiring Maintenance

Hydrant #	Locations	Remarks	Priority

Private/Other Out-of-Service Hydrants

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

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

	CURRENT MONTH	PREVIOUS MONTH	% CHANGE	YEAR TO DATE	PREVIOUS YEAR TO DATE	% CHANGE
* Primarily Level of Effort Activities	Apr 2016	Mar 2016		Jan-Apr 2016	Jan-Apr 2015	
Traffic						
Collision - Property Damage	5	1	80%	8	10	-25%
Collision - Injury/Fatal	0	1	-100%	2	3	-50%
DUI Arrests *	2	0	200%	8	7	13%
Citations *	27	62	-130%	229	155	32%
Written Warnings *	27	31	-15%	147	116	21%
Traffic Stops *	45	90	-100%	365	256	30%
Parking *	1	0	100%	1	3	-200%
Total Traffic	107	185	-73%	760	550	28%

Uniform Crime Reporting (UCR) Crimes						
Index Violent Crimes (Crimes Against Persons)						
Homicide	0	0	0%	0	0	0%
Sexual Assault	0	1	-100%	3	4	-33%
Robbery	0	0	0%	0	0	0%
Aggravated Assault	2	0	200%	3	1	67%
Total Violent Crimes	2	1	50%	6	5	17%
Property Crimes						
Burglary	2	3	-50%	14	3	79%
Theft	2	3	-50%	15	6	60%
Auto Theft	0	0	0%	0	1	-100%
Arson	0	0	0%	0	0	0%
Total Property Crimes	4	6	-50%	29	10	66%
Crime Rate						
Index Crimes	6	7	-17%	35	15	57%
Index Crime Rate (per 100,000)	0.2458	0.2868	-17%	1.4340	0.6146	57%
Town Population	4,097	4,097	0%	4,097	4,097	0%

Other Crimes						
Assault	4	2	50%	11	7	36%
Criminal Damage	3	5	-67%	26	21	19%
Disorderly Conduct	3	6	-100%	22	21	5%
Domestic Violence	3	9	-200%	31	13	58%
Drug Offenses *	2	1	50%	5	16	-220%
Neighbor Disputes	0	1	-100%	2	2	0%
Trespass	2	3	-50%	13	5	62%
Juvenile Disturbance	11	8	27%	30	11	63%
Harassment	3	3	0%	12	9	25%
Animal Offenses *	23	14	39%	92	102	-11%
Other Town Ordinances *	0	3	-300%	7	7	0%

All Other Offenses	26	26	0%	99	112	-13%
Total Other Crimes	80	81	-1%	350	326	7%

	CURRENT MONTH	PREVIOUS MONTH	% CHANGE	YEAR TO DATE	PREVIOUS YEAR TO DATE	% CHANGE
	Mar 16	Feb 2016		Jan-Apr 2016	Jan-Apr 2015	
Other Activities						
Alarms	5	5	0%	15	26	-73%
Doors/Windows Open	1	2	-100%	5	8	-60%
Suspicious Persons/Vehicles	28	34	-21%	150	78	48%
Weapon Offenses	0	0	0%	1	1	0%
Citizen Assists	69	76	-10%	331	92	72%
Serve Papers	2	3	-50%	8	4	50%
EMS/Rescue/Fire Calls (Clarkdale)	2	3	-50%	8	2	75%
Assist Other LE Agencies	43	31	28%	173	117	32%
Suicide	0	0	-100%	1	0	100%
Total Other Activities	150	154	-3%	692	328	53%

Total All Categories Above	343	421	19%	1,837	1,219	34%
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House Watch						
House Watch (Total Houses Per Month)	3	2	33%	9	3	67%

Arrests						
Adult	5	8	-60%	34	46	-35%
Juvenile	3	0	0%	4	2	50%
Total Arrests	8	8	0%	38	48	-26%

Reserve Time	124	102	18%	546	559	-2%
Ambassador Time	256	114	55%	913	618	32%
Volunteer Time	0	12	-1200%	21	50	-138%

Traffic

Even though traffic accidents went up dramatically this month, they are still down 25% from last year. The number of citations written went down due to computer issues experienced state-wide. Officers did not know when the state system would be available to run driving records and/or criminal histories. For officer safety reasons it was decided to stop and ticket only the most egregious traffic violations.

Crime

Crimes involving juvenile offenders went up. Cases involving juvenile offenders are often time consuming due to the finesse required from officers when interviewing juvenile suspects and the adults involved. Both aggravated assaults committed in April involved juvenile suspects attempting to harm family members. Domestic violence involving adult on adult went down, but is up 58% from last year.

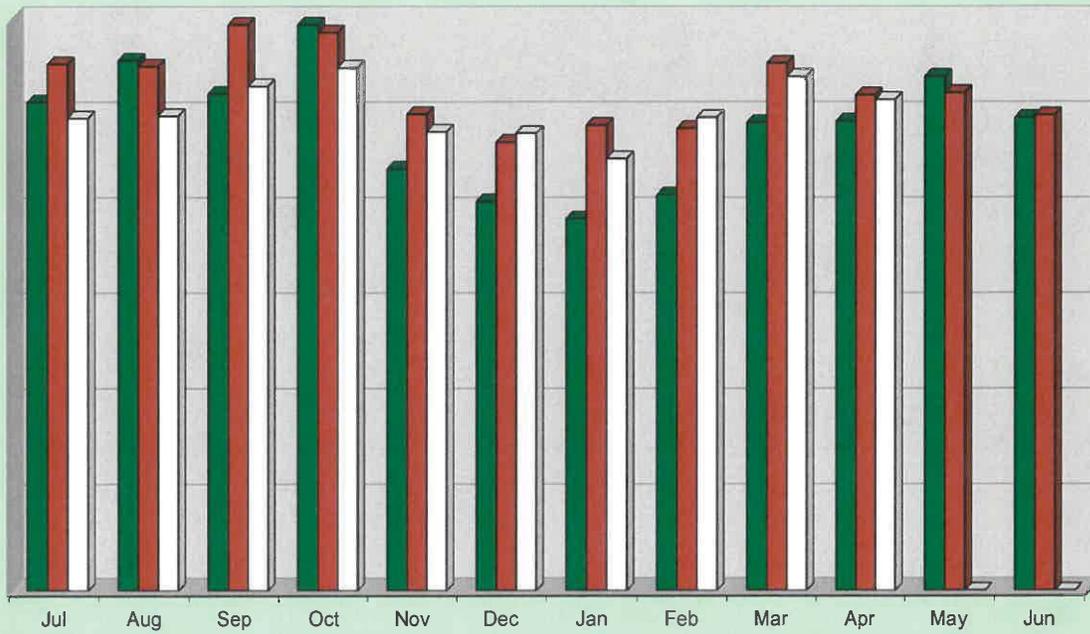
Monthly Passenger Totals - April



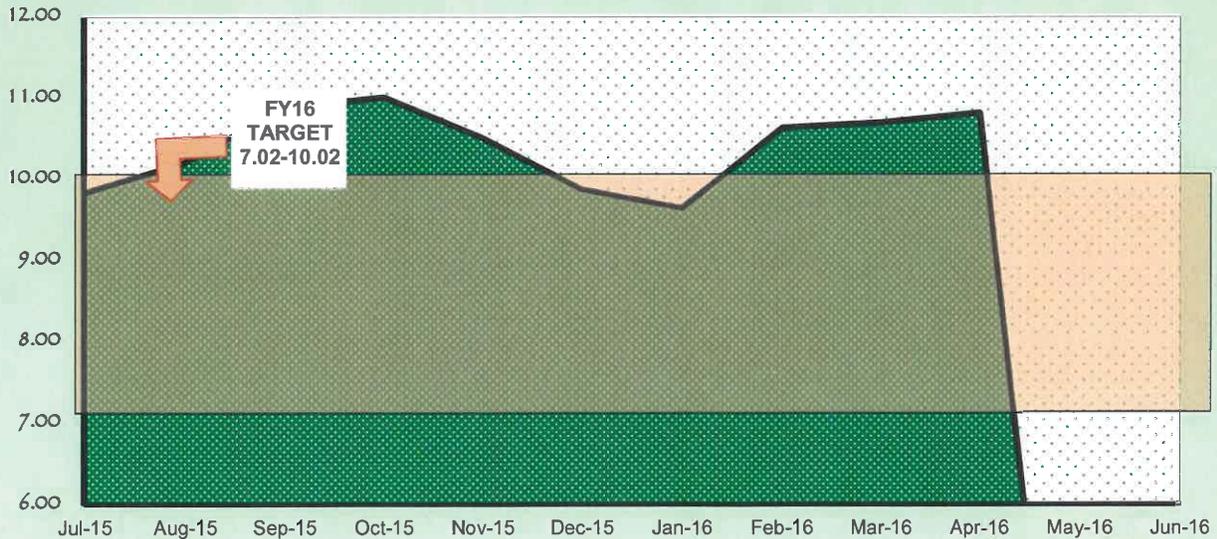
Ridership Comparison by Month
FY-14 to FY-16

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 14*	5,125	5,562	5,215	5,939	4,429	4,087	3,906	4,154	4,913	4,926	5,396	4,963
FY 15	5,525	5,500	5,938	5,856	5,001	4,708	4,887	4,851	5,533	5,201	5,224	4,990
FY 16	4,959	4,983	5,293	5,486	4,817	4,803	4,537	4,969	5,395	5,153	0	0

* Second bus for M-F service started January 2014



Monthly Ridership Per Hour



Verde Lynx

Weekday - Commuter		Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Passenger Totals - A Route		3,012	2,861	3,227	3,275	2,738	2,828	2,488	2,874	3,244	2,969		
Passenger Totals - B Route		942	917	1,008	1,083	1,006	1,009	867	1,028	1,144	1,129		
Avg Passengers per Day		171.91	179.90	192.50	198.09	187.20	174.41	167.75	185.81	190.78	195.14	0.00	0.00
Avg Passengers per Hour		7.17	7.47	8.03	8.15	7.50	7.03	9.19	10.19	10.45	10.70	#DIV/0!	#DIV/0!
Vehicle Revenue Hours		420	383	402	402	365	402	365	383	420	383		
Vehicle Revenue Miles		12,082	11,048	11,609	11,593	10,535	11,641	10,576	11,115	12,177	11,116		
Vehicle Service Hours		465	425	445	445	405	445	405	425	465	425		
Vehicle Service Miles		12,487	11,075	11,837	11,849	10,811	11,940	11,170	11,395	12,485	11,242		
Service Days (Weekdays)		23	21	22	22	20	22	20	21	23	21	22	21

Saturday/Holiday

Passenger Totals		538	666	553	649	536	535	655	577	588	661		
Avg Passengers per Day		134.5	133.2	138.25	129.8	134	133.75	131	144.25	147	132.2	0	0
Avg Passengers per Hour		11.21	11.10	11.52	10.82	11.17	11.15	10.92	12.02	12.25	13.77	#DIV/0!	#DIV/0!
Vehicle Revenue Hours		48	60	48	60	48	48	60	48	48	48		
Vehicle Revenue Miles		1,403	1,758	1,412	1,759	1,411	1,412	1,760	1,406	1,410	1,765		
Vehicle Service Hours		56	70	56	70	56	56	70	56	56	56		
Vehicle Service Miles		1,637	1,796	1,475	1,800	1,476	1,498	1,801	1,495	1,470	1,800		
Service Days (Weekend)		4	5	4	5	4	4	5	4	4	5	5	4

Sunday

Passenger Totals		467	539	505	479	537	431	527	490	419	394		
Avg Passengers per Day		116.75	107.8	126.25	119.75	107.4	107.75	105.4	122.5	104.75	98.5	0	0
Avg Passengers per Hour		12.97	11.98	14.03	13.31	11.93	11.97	11.71	13.61	11.64	8.76	#DIV/0!	#DIV/0!
Vehicle Revenue Hours		36	45	36	36	45	36	45	36	36	45		
Vehicle Revenue Miles		1057	1323	1064	1058	1320	1056	1318	1062	1059	1058		
Vehicle Service Hours		40	50	40	40	50	40	50	40	40	50		
Vehicle Service Miles		1269	1387	1117	1269	1385	1148	1379	1145	1149	1148		
Service Days (Weekend)		4	5	4	4	5	4	5	4	4	4	4	5

Weekday/Weekend Combined

Total Riders		4,959	4,983	5,293	5,486	4,817	4,803	4,537	4,969	5,395	5,153	0	0
Avg Passengers per Day		160	161	176	177	166	160	151	171	174	172	0	0
Avg Passengers per Hour		9.84	10.21	10.89	11.02	10.52	9.88	9.65	10.64	10.70	10.83	#DIV/0!	#DIV/0!
Vehicle Revenue Hours		504	488	486	498	458	486	470	467	504	476	0	0
Vehicle Revenue Miles		14,542	14,129	14,085	14,410	13,266	14,109	13,654	13,583	14,646	13,939	0	0
Vehicle Service Hours		561	545	541	555	511	541	525	521	561	531	0	0
Vehicle Service Miles		15,393	14,258	14,429	14,918	13,672	14,586	14,350	14,035	15,104	14,190	0	0
Deadhead Miles		851	129	344	508	406	477	696	452	458	251	0	0
Service Days (Total)		31	31	30	31	29	30	30	29	31	30	31	30

Verde Lynx by Month	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	TOTALS
Passenger Totals	4,959	4,983	5,293	5,486	4,817	4,803	4,537	4,969	5,395	5,153	0.00	0.00	50,395
Avg Passengers per Day	159.97	160.74	176.43	176.97	166.10	160.10	151.23	171.34	174.03	171.77	0.00	0.00	140,363
Avg Passenger per Hour	9.67	10.21	10.89	11.02	10.52	9.88	9.65	10.64	10.70	10.96	#DIV/0!	#DIV/0!	4,840
Vehicle Revenue Hours	513	488	486	498	458	486	470	467	504	470			140,363
Vehicle Revenue Miles	14,542	14,129	14,085	14,410	13,266	14,109	13,654	13,583	14,646	13,939			5,386
Vehicle Service Hours	571	545	541	555	501	541	525	521	561	525			144,935
Vehicle Service Miles	15,393	14,258	14,429	14,918	13,672	14,586	14,350	14,035	15,104	14,190			363
Service Days (Total)	31	31	30	31	29	30	30	29	31	30	31	30	

CAT Fixed Route by Month

Passenger Totals	6,986	6,908	7,045	7,196	5,905	6,137	5,735	6,605	6,989	6,129	0.00	0.00	65,635
Avg Passengers per Day	303.74	328.95	320.23	327.09	295.25	278.95	286.75	314.52	303.87	291.86	0.00	0.00	119,140
Avg Passenger per Hour	8.44	9.14	8.90	9.09	8.20	8.12	7.97	8.74	8.44	8.11	#DIV/0!	#DIV/0!	7,704
Vehicle Revenue Hours	828	756	792	792	720	756	720	756	828	756			8,349
Vehicle Revenue Miles	12,904	11,789	12,033	12,165	11,049	12,181	11,094	11,600	12,701	11,624			124,484
Vehicle Service Hours	897	819	858	858	780	820	780	820	897	820			258
Vehicle Service Miles	13,816	11,961	13,241	13,319	11,422	12,302	11,316	12,050	13,187	11,870			
Service Days (Weekdays)	23	21	22	22	20	22	20	21	23	21	21	22	

CAT Paratransit by Month

Passenger Totals	1,475	1,212	1,381	1,457	1,198	1,169	1,235	1,265	1,510	1,363	0.00	0.00	13,265
Avg Passengers per Day	64.13	57.71	62.77	66.23	59.90	53.14	61.75	60.24	65.65	64.90	0.00	0.00	5,577
Avg Passenger per Hour	2.51	2.44	2.49	2.49	2.43	2.24	2.26	2.32	2.35	2.25	#DIV/0!	#DIV/0!	66,172
Vehicle Revenue Hours	588	496	555	585	492	523	546	545	642	605			6,321
Vehicle Revenue Miles	6,664	5,764	6,976	7,723	6,357	5,856	5,825	5,859	7,930	7,218			75,284
Vehicle Service Hours	674	585	633	663	548	644	574	619	711	670			258
Vehicle Service Miles	7,611	6,502	7,856	8,912	7,368	6,505	6,569	6,751	9,053	8,157			
Service Days	23	21	22	22	20	22	20	21	23	21	21	22	

Selected Totals

Passengers	13,420	13,103	13,719	14,139	11,920	12,109	11,507	12,839	13,894	12,645	0	0	129,295
Revenue Hours	1929	1740	1833	1875	1670	1765	1736	1768	1974	1831	0	0	18,121
Revenue Miles	34,110	31,682	33,094	34,298	30,672	32,146	30,573	31,042	35,277	32,781	0	0	325,675
Service Hours	2,142	1,949	2,032	2,076	1,829	2,005	1,879	1,960	2,169	2,015	0	0	20,056
Service Miles	36,820	32,721	35,526	37,149	32,462	33,393	32,235	32,836	37,344	34,217	0	0	344,703

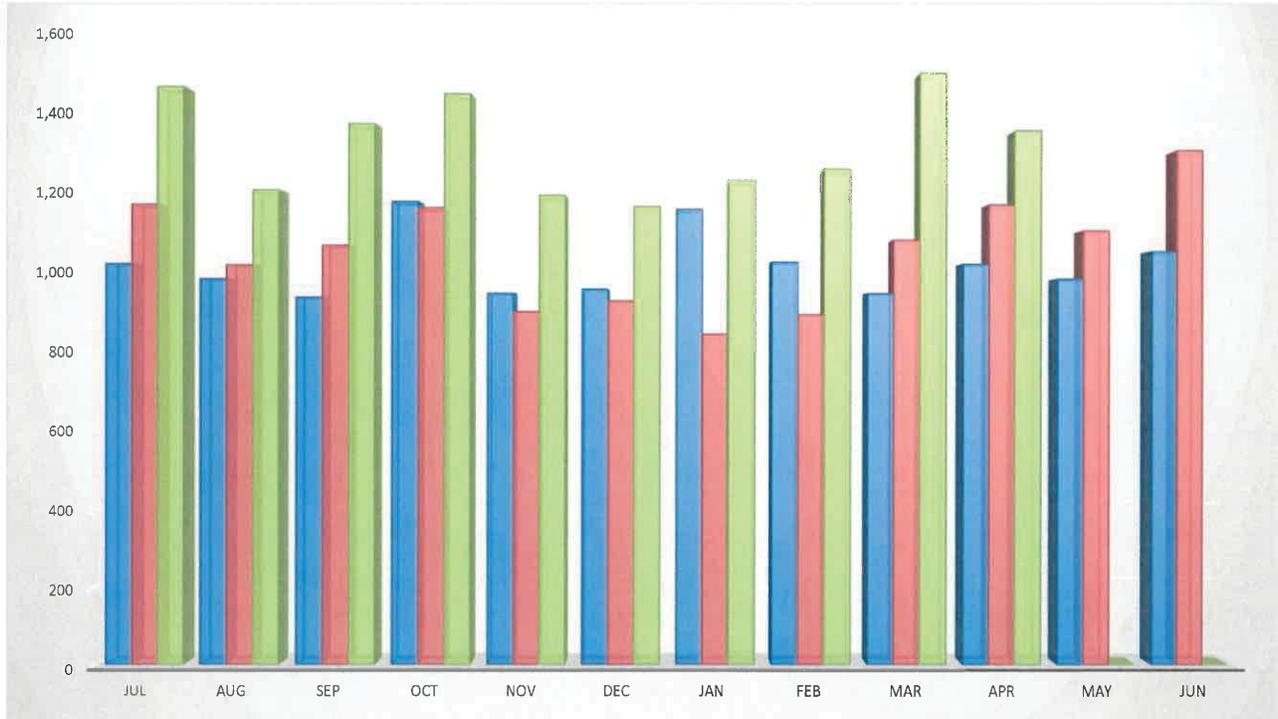
ADA Paratransit Ridership Trends - April



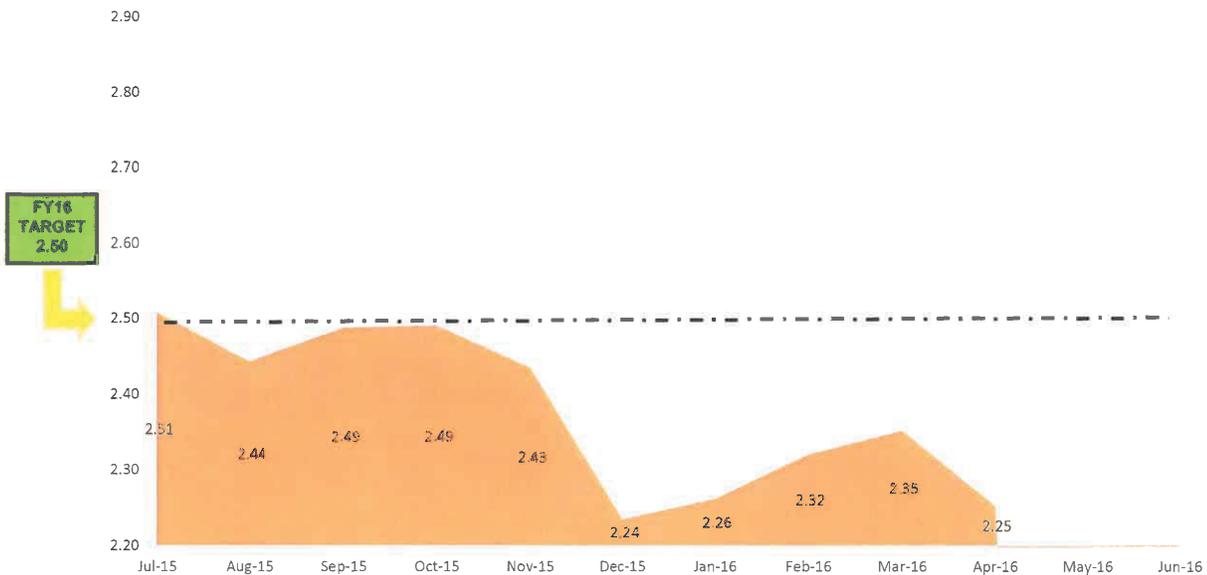
Ridership Comparison by Month

FY14 to FY16

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 14	1,024	985	939	1,182	949	959	1,162	1,028	948	1,023	985	1,055
FY 15	1,175	1,021	1,071	1,166	902	929	844	894	1,084	1,174	1,108	1,312
FY 16	1,475	1,212	1,381	1,457	1,198	1,169	1,235	1,265	1,510	1,363	0	0



Monthly Passengers Per Hour



CAT Fixed Route

Weekday - Fixed Route	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	YTD
Passenger Totals	6,986	6,908	7,045	7,196	5,905	6,137	5,735	6,605	6,989	6,129	-	-	65,635
Avg Passengers per Day	303.74	328.95	320.23	327.09	295.25	292.24	286.75	314.52	303.87	291.86	-	-	
Avg Passenger per Hour	8.44	9.14	8.90	9.09	8.20	8.12	7.97	8.74	8.44	8.11	#DIV/0!	#DIV/0!	
Vehicle Revenue Hours	828	756	792	792	720	756	720	756	828	756			7,704
Vehicle Revenue Miles	12,904	11,789	12,033	12,165	11,049	12,181	11,094	11,600	12,701	11,624			119,140
Vehicle Service Hours	897	819	858	858	780	820	780	820	897	820			8,349
Vehicle Service Miles	13,816	11,961	13,241	13,319	11,422	12,302	11,316	12,050	13,187	11,870			124,484
Deadhead Miles	912	172	1,208	1,154	373	121	222	450	486	246			5,344
Service Days (Weekdays)	23	21	22	22	20	21	20	21	23	21	23	21	258

April	
Total Trips	Daily Trips
Red Route	1,085
Blue Route	301
Green Route	2,313
Yellow Route	2,430

check 6,129 should match total

17.70%
4.91%
37.74%
39.65%

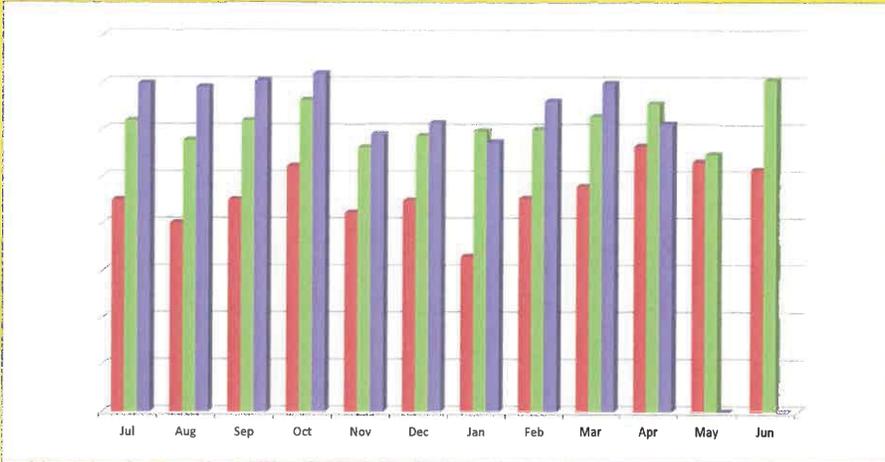
Fixed Route Monthly Passenger Totals - April



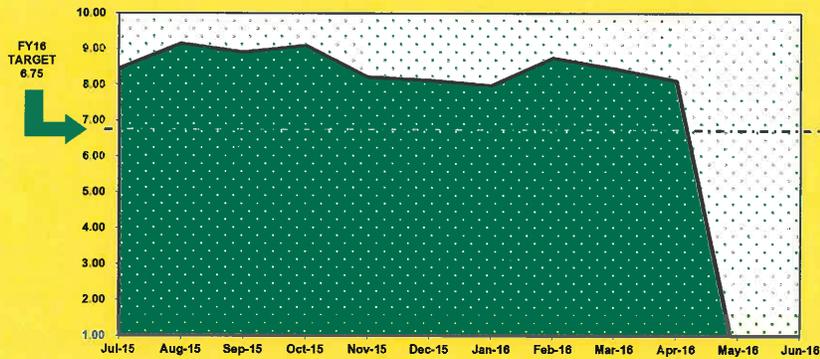
Ridership Comparison by Month
FY14 to FY16

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 14*	4,509	4,016	4,510	5,225	4,233	4,487	3,294	4,537	4,793	5,646	5,313	5,142
FY 15	6,192	5,775	6,193	6,631	5,822	5,804	5,970	5,999	6,276	6,546	6,476	7,052
FY 16	6,986	6,908	7,045	7,198	5,905	6,137	5,735	6,805	6,989	6,129	0	0

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



Monthly Passengers per Hour



Ridership Comparison by Route
Fiscal Year 2016

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Red	1,176	1,352	1,594	1,464	1,146	1,205	1,065	1,204	1,350	1,065	0	0
Blue	391	435	425	484	328	340	327	387	309	301	0	0
Green	3,085	2,890	2,775	2,776	2,306	2,239	2,281	2,644	2,776	2,313	0	0
Yellow	2,334	2,231	2,253	2,472	2,125	2,353	2,032	2,370	2,554	2,430	0	0





Staff Report

Agenda Item: **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.

Staff Contact: Dawn Norman, Community Services Supervisor

Meeting Date: May 24, 2016

Background: The Clarkdale-Jerome Lions Club has supported Clarkdale Parks and Recreation activities and the community at large in a variety of ways for many years. The Club has provided volunteer support at Concerts in the Park, Santa Comes to Clarkdale, Caroling in the Park and many other events. In addition, the Club donates generously to the Concerts in the Park and the Clarkdale Police Department. In 2011, the Club organized and hosted a car show fundraiser to benefit the Clarkdale Pool and now holds this event annually to benefit other local organizations/non-profits. In order to support these good efforts, beginning in 1997 and each year since, the Town has contracted with the Club for use of Town facilities at reduced rates. In addition to the minimal rates paid through these agreements, this contract has been used to also provide the Club at no charge a vendor booth at our many events where they offer baked goods and drinks for sale.

Last year, during the draft of the annual agreements, the Town had implemented the Clubhouse Ambassador program. Staff anticipated that all renters, including annual agreement holders, would have a Clubhouse Ambassador and included new language and revisions to the agreement to reflect this. After execution of the agreements, recognizing that the annual agreement holders are ambassadors of our community, Town Staff waived the Clubhouse Ambassador requirement for annual agreement holders with the understanding that it was on a trial basis and that the Town had the authority to require a Clubhouse Ambassador if needed. This worked well for both parties and Staff is proposing this same arrangement for FY16-17. Minor revisions have been made to Section IV. RULES FOR USE to reflect this:

7. The **TOWN** reserves the right to require Clubhouse Ambassador Staff presence at any event. This requirement will be determined on a case by case basis by the **TOWN**. Clubhouse Ambassador Staff is defined as any on-site facility support. If a Clubhouse Ambassador is required **CLUB** shall reimburse the **TOWN** the cost for said Clubhouse Ambassador Staff at the hourly rate and fees set forth in this Agreement.
27. **TOWN** keys cannot be duplicated by **CLUB**. Following the conclusion of an event, if the key(s) to the **TOWN** facility is not returned, **CLUB** hereby agrees to reimburse the **TOWN** for all costs associated with the re-keying of the **TOWN** facility.

Over the years the Town has had the opportunity to form mutually beneficial partnerships with several non-profits in Clarkdale. We've traditionally used Facility Reimbursement Agreements as a significant tool in those partnerships because they allow the flexibility to weigh the costs to operate and maintain our municipal facilities along with recognizing the many benefits to the community brought by the efforts of the non-profit entity. Staff is proposing the same reduced fees that were approved for the FY15-16 Reimbursement Agreement and believes the reduced fees presented continue to afford a strong statement in support of the relationship with Clarkdale-Jerome Lions Club

and the community benefits provided by that organization.

The Clarkdale-Jerome Lions Club has been apprised of all revisions put forth in this renewal contract.

Recommendation: To approve as presented the 2016-2017 Facility Reimbursement Agreement for use of Town facilities by the Clarkdale-Jerome Lions Club.

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

Recitals

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

Agreement

THIS AGREEMENT made and entered into as of the 1st day of July, 2016, by the Town of Clarkdale, Arizona, hereinafter referred to as “**TOWN**”, and the Clarkdale-Jerome Lions Club, hereinafter referred to as “**CLUB**”.

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

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

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

I. TERM

The term of this agreement shall be from July 1, 2016 to June 30, 2017.

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

II. SCHEDULING OF FACILITIES

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

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

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

III. USE

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

IV. RULES FOR USE

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

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

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

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

V. CONSIDERATION

CLUB will reimburse the TOWN a utility/administrative charge for use of:

<i>FACILITY</i>	<i>FEE</i>
<i>Clubhouse Auditorium</i>	<i>\$48.00 per day or any portion thereof; and/or</i>
<i>Clubhouse Men's Lounge</i>	<i>\$22.00 per day or any portion thereof; and/or</i>
<i>Clubhouse Ladies' Lounge/Kitchen</i>	<i>\$37.50 per day or any portion thereof; and/or</i>
<i>Exterior Electricity</i>	<i>\$25.00 per day or any portion thereof; and/or</i>
<i>\$13.00 per hour for presence of Clubhouse Ambassador required during events; and/or</i>	
<i>Any appropriate Facility Reimbursement Fees as stipulated in the TOWN's most recent Fee Schedule Resolution.</i>	

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

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

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

VI. INDEMNITY

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

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

VII. LIABILITY INSURANCE

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

VIII. LIQUOR LIABILITY INSURANCE

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

IX. ATTORNEY'S FEES

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

X. NON WAIVER OF STATUTORY LIMITATION OF LIABILITY

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

XI. APPLICABLE LAW

The laws of the State of Arizona shall govern the construction, performance and enforcement of

this Agreement. Venue for any action arising out of the provisions of this Agreement shall be Yavapai County, Arizona.

XII. MEDIATION

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

XIII. OTHER PROVISIONS

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

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

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

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

XIV. SEVERABILITY

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

XV. CANCELLATION OF AGREEMENT

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

XVI. NOTICE

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

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

To **CLUB**: Clarkdale-Jerome Lions Club
ATTN: David M. Andrews, President
PO Box 834
Clarkdale, AZ 86324

XVII. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 2016.

TOWN OF CLARKDALE

CLARKDALE-JEROME LIONS CLUB

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

David M. Andrews, President
PO Box 834
Clarkdale, AZ 86324
(630) 634-8207

(Town of Clarkdale Seal)

ATTEST:

Kathy Bainbridge, Town Clerk



Staff Report

Agenda Item: **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.**

Staff Contact: Dawn Norman, Community Services Supervisor

Meeting Date: May 24, 2016

Background: In consideration of the wide-ranging and beneficial work done by the Clarkdale Historical Society and Museum (CHSM), in 2011 the Town began executing an annual Facility Reimbursement Agreement to allow discounted use rates. It should be noted that the Town also has a separate Lease Agreement with the CHSM that was first approved in August, 2011 for use of the 2-story Town-owned facility at 900 First North Street where the CHSM is currently located. This agreement establishes that the Town will provide the building at no charge (and sets forth a value for the rent of \$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.

Last year, during the draft of the annual agreements, the Town had implemented the Clubhouse Ambassador program. Staff anticipated that all renters, including annual agreement holders, would have a Clubhouse Ambassador and included new language and revisions to the agreement to reflect this. After execution of the agreements, recognizing that the annual agreement holders are ambassadors of our community, Town Staff waived the Clubhouse Ambassador requirement for annual agreement holders with the understanding that it was on a trial basis and that the Town had the authority to require a Clubhouse Ambassador if needed. This worked well for both parties and Staff is proposing this same arrangement for FY16-17. Minor revisions have been made to Section IV. RULES FOR USE to reflect this:

7. The **TOWN** reserves the right to require Clubhouse Ambassador Staff presence at any event. This requirement will be determined on a case by case basis by the **TOWN**. Clubhouse Ambassador Staff is defined as any on-site facility support. If a Clubhouse Ambassador is required **CHSM** shall reimburse the **TOWN** the cost for said Clubhouse Ambassador Staff at the hourly rate and fees set forth in this Agreement.
27. **TOWN** keys cannot be duplicated by **CHSM**. Following the conclusion of an event, if the key(s) to the **TOWN** facility is not returned, **CHSM** hereby agrees to reimburse the **TOWN** for all costs associated with the re-keying of the **TOWN** facility.

Over the years the Town has had the opportunity to form mutually beneficial partnerships with several non-profits in Clarkdale. We've traditionally used Facility Reimbursement Agreements as a significant tool in those partnerships because they allow the flexibility to weigh the costs to operate

and maintain our municipal facilities along with recognizing the many benefits to the community brought by the efforts of the non-profit entity. Staff is proposing the same reduced fees that were approved for the FY15-16 Reimbursement Agreement and believes the reduced fees presented continue to afford a strong statement in support of the relationship with the Clarkdale Historical Society and Museum and the community benefits provided by that organization.

In the past year, Public Works Staff has discovered minor damage to a couple of items stored in the Reading Room. Staff is unable to determine when the damage was incurred due to the room being open during public meetings. In an effort to preserve the historic artifacts and items in the Reading Room, as well as to release CHSM from any future liability or responsibility for damage, it was determined to make this room unavailable to CHSM. Staff has removed the Reading Room from the proposed agreement.

The Clarkdale Historical Society and Museum has been apprised of all revisions put forth in this renewal contract.

Recommendation: To approve as presented the 2016-2017 Facility Use Agreement for use of Town facilities by the Clarkdale Historical Society and Museum.

**REIMBURSEMENT AGREEMENT FOR USE OF
TOWN OF CLARKDALE FACILITIES
BY THE CLARKDALE HISTORICAL SOCIETY AND MUSEUM**

Recitals

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

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

Agreement

THIS AGREEMENT made and entered into as of the 1st day of July, 2016, by the Town of Clarkdale, Arizona, hereinafter referred to as “**TOWN**”, and the Clarkdale Historical Society and Museum, hereinafter referred to as “**SOCIETY**”.

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

Facility	Days	Event
Men’s Lounge	3 days per year	Historic Annual Home/Building Tour event; additional time for setup/takedown.
Clark Memorial Clubhouse Auditorium and Ladies’ Lounge/Kitchen	15 days per year	Heritage Dance events; additional time for setup/takedown.
Men’s Lounge	3 days per year	Living Legacy event; additional time for setup/takedown.
Clark Memorial Clubhouse	To be determined by the TOWN	Various Building Tours and/or Museum events (each event to be pre-scheduled prior to occurrence).
Clarkdale Town Park	To be determined by the TOWN	Various recreational or educational events (each event to be pre-scheduled prior to occurrence).

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

I. TERM

The term of this agreement shall be from July 1, 2016 to June 30, 2017.

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

II. SCHEDULING OF FACILITIES

SOCIETY shall provide notice to the **TOWN** before it shall organize and conduct

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

The **SOCIETY** shall execute and submit all required **TOWN** facility use documents and any required Cleaning, Damage, Key or other deposit at least thirty (30) days prior to each event date.

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

III. USE

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

IV. RULES FOR USE

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

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2. No smoking is allowed in any building or public facility owned by the **TOWN**.
3. No alcohol is allowed in any building or public facility owned by the **TOWN** except those functions which have applied for and received specific prior approval by the **TOWN** for use of alcohol.
4. At an approved alcohol event, the Event with Alcohol Deposit as stipulated in the **TOWN**'s current Fee Resolution is applicable.
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Total fees for any event will be estimated by the **TOWN** based on information provided by the **SOCIETY** in a Facilities Use rental document. Payment to the **TOWN** is required thirty (30) days prior to the event date. These charges are agreed upon by the parties to be reasonable reimbursement to the **TOWN** for utility and customary charges incurred by reason of the

SOCIETY's use of the **TOWN's** facilities for the **SOCIETY's** educational and recreational uses.

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

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

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

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

VIII. LIQUOR LIABILITY INSURANCE

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

IX. ATTORNEY'S FEES

In any suit which may be brought by either party to enforce this Agreement, or any part hereof, or to recover damages for the breach hereof, the Court, sitting without a jury, shall award a reasonable

amount as and for attorney's fees to the prevailing party.

X. NON WAIVER OF STATUTORY LIMITATION OF LIABILITY

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

XI. APPLICABLE LAW

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

XII. MEDIATION

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

XIII. OTHER PROVISIONS

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

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

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

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

XIV. SEVERABILITY

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

XV. CANCELLATION OF AGREEMENT

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

XVI. NOTICE

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

To **TOWN:**

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

To **SOCIETY:**

Clarkdale Historical Society & Museum
ATTN: Cindy Emmett
PO Box 806
Clarkdale, AZ 86324

XVII. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 2016.

TOWN OF CLARKDALE

**CLARKDALE HISTORICAL SOCIETY
AND MUSEUM**

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

Cindy Emmett, President/Chairperson
PO Box 806
Clarkdale, AZ 86324
(630) 926-6489

(Town of Clarkdale Seal)

ATTEST:

Kathy Bainbridge, Town Clerk



Staff Report

Agenda Item: **Made In Clarkdale Facilities Use Agreement** – Approval of the 2016-2017 Reimbursement Agreement for the use of Town Facilities by Made In Clarkdale, Inc.

Staff Contact: Dawn Norman, Community Services Supervisor

Meeting Date: May 24, 2016

Background: Initially, the Town supported the Made in Clarkdale, Inc. (MIC) signature December event through providing desired Clubhouse facilities and services at discounted fees by way of a single-event agreement. Beginning in 2013 and following thereafter, Council executed an annual agreement to include this and possibly additional events which may be desired by MIC.

Last year, during the draft of the annual agreements, the Town had implemented the Clubhouse Ambassador program. Staff anticipated that all renters, including annual agreement holders, would have a Clubhouse Ambassador and included new language and revisions to the agreement to reflect this. After execution of the agreements, recognizing that the annual agreement holders are ambassadors of our community, Town Staff waived the Clubhouse Ambassador requirement for annual agreement holders with the understanding that it was on a trial basis and that the Town had the authority to require a Clubhouse Ambassador if needed. This worked well for both parties and Staff is proposing this same arrangement for FY16-17. Minor revisions have been made to Section IV. RULES FOR USE to reflect this:

7. The **TOWN** reserves the right to require Clubhouse Ambassador Staff presence at any event. This requirement will be determined on a case by case basis by the **TOWN**. Clubhouse Ambassador Staff is defined as any on-site facility support. If a Clubhouse Ambassador is required **MIC** shall reimburse the **TOWN** the cost for said Clubhouse Ambassador Staff at the hourly rate and fees set forth in this Agreement.

27. **TOWN** keys cannot be duplicated by **MIC**. Following the conclusion of an event, if the key(s) to the **TOWN** facility is not returned, **MIC** hereby agrees to reimburse the **TOWN** for all costs associated with the re-keying of the **TOWN** facility.

Over the years the Town has had the opportunity to form mutually beneficial partnerships with several non-profits in Clarkdale. We've traditionally used Facility Reimbursement Agreements as a significant tool in those partnerships because they allow the flexibility to weigh the costs to operate and maintain our municipal facilities along with recognizing the many benefits to the community brought by the efforts of the non-profit entity. Staff is proposing the same reduced fees that were approved for the FY15-16 Reimbursement Agreement and believes the reduced fees presented continue to afford a strong statement in support of the relationship with Made In Clarkdale, Inc. and the community benefits provided by that organization.

Made In Clarkdale, Inc. has been apprised of all revisions put forth in this renewal contract.

Recommendation: To approve as presented the 2016-2017 Facility Reimbursement Agreement for use of Town facilities by Made In Clarkdale, Inc.

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

Recitals

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

Agreement

THIS AGREEMENT made and entered into as of the 1st day of July, 2016, by the Town of Clarkdale, Arizona, hereinafter referred to as “**TOWN**”, and Made in Clarkdale, Inc., hereinafter referred to as “**MIC**”.

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

Facility	Days	Event
Clark Memorial Clubhouse Auditorium and Ladies’ Lounge/Kitchen	Twenty (20) days per year	Various exhibits, art shows, educational and children’s workshops
Clark Memorial Clubhouse	To be determined by the TOWN	Various exhibits, art shows, educational and children’s workshops (each event to be scheduled prior to occurrence).
Clarkdale Town Park	To be determined by the TOWN	Various exhibits, art shows, educational and children’s workshops (each event to be scheduled prior to occurrence).

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

I. TERM

The term of this agreement shall be from July 1, 2016 to June 30, 2017.

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

II. SCHEDULING OF FACILITIES

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

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

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

III. USE

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

IV. RULES FOR USE

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

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

Clubhouse Ambassador Staff is defined as any on-site facility support. If a Clubhouse Ambassador is required **MIC** shall reimburse the **TOWN** the cost for said Clubhouse Ambassador Staff at the hourly rate and fees set forth in this Agreement.

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

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

V. CONSIDERATION

MIC will reimburse the Town a utility/administrative charge for use of:

<i>FACILITY</i>	<i>FEE</i>
<i>Clubhouse Auditorium</i>	<i>\$48.00 per day or any portion thereof; and/or</i>
<i>Clubhouse Men's Lounge</i>	<i>\$22.00 per day or any portion thereof; and/or</i>
<i>Clubhouse Ladies' Lounge/Kitchen</i>	<i>\$37.50 per day or any portion thereof; and/or</i>
<i>Exterior Electricity</i>	<i>\$25.00 per day or any portion thereof; and/or</i>
<i>\$13.00 per hour for presence of Clubhouse Ambassador required during events; and/or</i>	
<i>Any appropriate Facility Reimbursement Fees as stipulated in the TOWN's most recent Fee Schedule Resolution.</i>	

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

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

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

VI. INDEMNITY

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

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

VII. LIABILITY INSURANCE

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

VIII. LIQUOR LIABILITY INSURANCE

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

IX. ATTORNEY'S FEES

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

X. NON WAIVER OF STATUTORY LIMITATION OF LIABILITY

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

XI. APPLICABLE LAW

The laws of the State of Arizona shall govern the construction, performance and enforcement of

this Agreement. Venue for any action arising out of the provisions of this Agreement shall be Yavapai County, Arizona.

XII. MEDIATION

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

XIII. OTHER PROVISIONS

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

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

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

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

XIV. SEVERABILITY

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

XV. CANCELLATION OF AGREEMENT

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

XVI. NOTICE

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

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

To **MIC**:
Made in Clarkdale
ATTN: Gregory Jiede, Chairperson
PO Box 161
Clarkdale, AZ 86324

XVII. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 2016.

TOWN OF CLARKDALE

MADE IN CLARKDALE

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

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

(Town of Clarkdale Seal)

ATTEST:

Kathy Bainbridge, Town Clerk



Staff Report

Agenda Item: **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.

Staff Contact: Dawn Norman, Community Services Supervisor
Janet Perry, HR/Community Services Director

Meeting Date: May 24, 2016

Background: The Town has been hosting Concerts in the Park since 2001. With the formalization of our Parks & Recreation duties in 2006 (including placement of a Parks and Recreation Supervisor position), each year since, this event has continued to not only improve in its functional operation but also its overall popularity. It is notable that this Town event has been voted the “Best Free Annual Local Event in the Verde Valley” eight out of the last ten years.

Also over these past ten years, the 50/50 Raffle donation profits have carried over (currently providing a comfortable financial cushion), and staff’s ability to engage a broader range of music artists has grown. As a result, we are now able to attract, consider and pay for higher-levels of talent. The operational relationship between the Town and artist has carried on over the years in good faith between the parties, without the security and clarity provided through a written understanding.

Staff has developed a Memorandum of Understanding (MOU) suitable to address the mutual need to formalize the relationship created via these events. We are pleased the resulting document strikes a measured, fair and consistent posture – for both the Town and artist. This MOU was first presented to the Community Services Commission at their May 11th meeting and the attached final draft is recommended to Council for approval.

Recommendation: Approval of the Memorandum of Understanding document as presented by staff for use with live performing artists at Town events.

**TOWN OF CLARKDALE
MEMORANDUM OF UNDERSTANDING
FOR LIVE PERFORMANCE BY MUSICIANS**



This Memorandum of Understanding (MOU) is dated this ____ day of _____, _____ between the Town of Clarkdale (“Town”) and _____ (“Artist”).

WHEREAS; the Town desires a live musical performance by Artist; and

WEHEREAS; the Town owns public space to provide as a venue for the performance; and

WHEREAS; the Artist possesses the talent to provide a performance as represented to the Town; and

WHEREAS; both parties mutually agree to specific terms as set forth herein;

1. NOW, THEREFORE, it is the understanding of the parties that:

2. The Artist agrees:

a. To appear as promoted in genre content and with _____ (number of) band members;

a. To perform live musically at a community event scheduled _____ (day of week),

_____ (Event Date)

from _____ a.m./p.m. (Start Time) to _____ a.m./p.m. (End Time);

at _____

_____ (location/address);

b. To provide any travel-related expenses necessary to participate in the event;

c. To provide musical, sound and amplification equipment necessary for the performance;

d. To arrive far enough in advance of event Start Time and stay long enough following event End Time to handle setup and takedown of equipment;

e. To conduct a sound systems check prior to event Start Time;

f. To assist in promoting a 50/50 Raffle during breaks which funds these events;

g. To having the right to display, promote and sell merchandise during the performance, including having a tip jar available, without any payment of same to the Town;

h. To provide a completed Form W-9 to staff point-of-contact upon execution of this MOU;

i. To provide a point-of-contact for the Band to the Town:

▪ _____ (name) to be available at

▪ _____ (mobile phone including area code), and

▪ _____ (email)

▪ _____ (mail).

3. The Town agrees:
 - a. To provide at the Town Manager's discretion a staff point-of-contact for event planning and coordination purposes which, at the time of signing, is Dawn Norman, Community Services Supervisor. Contact during work hours (M-Th 8:00a-5:30p & F 8:00a-noon) is 928-639-2495 and dawn.norman@clarkdale.az.gov;
 - b. To provide additional Event Date point-of-contact information to the Artist at least three (3) days prior to Event Date;
 - c. To provide on-site Ambassador/Staff Member support presence (as Event Date point-of-contact) on Event Date at least one (1) hour prior to event Start Time;
 - d. To provide reasonably convenient street parking to the Artist and access to the venue;
 - e. To provide overhead lighting during the performance;
 - f. To provide electricity for the performance.

4. Both parties agree:
 - a. Unless agreed otherwise (and set forth in Special Conditions below), payment for the performance to the Artist will be \$ _____ (Final Total) payable by the Town as follows:
 - \$ _____ (Deposit) paid by Town check to Artist upon receipt of Form W-9 and executed MOU.
 - \$ _____ full balance of the Final Total by Town check to Artist at the conclusion of the performance.
 - b. Should any delay, interruption or cancellation of the performance occur on the Event Date as a consequence of weather conditions, the event stands as confirmed and the full Final Total is due and payable immediately to the Artist, and an option to reschedule the performance may be considered by both parties.
 - c. Should cancellation of the performance occur prior to Event Date as a consequence of weather conditions, payment of balance due by the Town to the Artist is surrendered, and an option to reschedule the performance may be considered by both parties.
 - d. Should any delay, interruption or cancellation of the performance occur as a consequence of negligence or misconduct by the Artist, any balance due by the Town to the Artist is surrendered.
 - e. Force Majeure. In the event the performance cannot reasonably be put on due to unpredictable occurrences such as an act of nature (aside from weather conditions), public safety concern (as determined by the Town), or illness/disability of the Artist, and such decision is communicated by one party to the other party prior to the Event Date, the Deposit is non-refundable, but no other portion of the Final Total is due, and an option to reschedule the performance may be considered by both parties.
 - f. No further damages may be sought for failure to perform because of force majeure.
 - g. The Artist including any band members will follow all reasonable instructions by the Town relating to the performance.
 - h. The Artist will have control of the artistic content of the performance and the people comprising the band. The Artist may substitute a competent replacement for any member of the band who is unable to perform on the Event Date.
 - i. Should any dispute arise as a result of this MOU, following reasonable attempts to reach resolution each party is liable for its own costs to further pursue or defend. Such matters and related issues shall be resolved in courts of Arizona and in accordance with Arizona law.

5. Special Conditions:

Signing hereunder represents a confirmation of performance booking. The below signed representative of the Artist warrants s/he has authority to enforceably sign this MOU in the Artist's entirety and bind Artist as stated herein.

On _____(date)

By _____(signature of Artist)

_____(printed name)

TOWN OF CLARKDALE

On _____(date)

By: _____ (Dawn Norman, Community Services Supervisor
OR designee)



STAFF REPORT

Agenda Item:

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.

Staff Contact:

Art Durazo, Public Works Superintendent

Meeting Date:

May 24, 2016

Background:

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 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.

Recommendation:

Staff recommends that Council 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.

CLARKDALE FLOOD CONTROL JOC



Fann Environmental, LLC

6708 Corsair Ave, Ste A
 Prescott, AZ 86334

Contact: Jay Willes
 Phone: 928 778-5335
 Fax: 928 778-5870

Quote To: Town of Clarkdale
 Atten: Art Durazo
 Phone: 928-639-2560
 Fax:
 Email: Art.Durazo@clarkdale.az.gov

Job Name: Clarkdale Flood Control JOC
 Date of Plans: N/A
 Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1.00	LS	8,000.00	8,000.00
2	Rechannel Ditch	1.00	LS	1,850.00	1,850.00
3	Remove Exist Culvert, Grade/Prep for AC & Concrete	1.00	LS	2,748.00	2,748.00
4	Concrete Spandrel, Valley Gutter & Curb	690.00	SF	21.00	14,490.00
5	All Related AC Pavement R&R	190.00	SY	83.00	15,770.00
6	Bond	1.00	LS	434.00	434.00
GRAND TOTAL					\$43,292.00

NOTES:

ALTERNATES:

- 1) MAG 501-1 "U" Type Headwall on 36" Pipe without Trash Racks or Handrail if required add: \$3,900
- 2) Cleaning of Existing Culverts if required will be T&M @ \$180 per/hr for Vac Truck & Labor.

INCLUDES:

Sales Tax, Bond
 All Labor Equipment & Materials to complete above Bid Items
 Traffic control barricades
 Removal of existing culvert crossing Peaks View Drive
 All items outlined in email from Art Durazo dated 5/4/16 7:34 AM

EXCLUDES:

Survey, Engineering, Fees & Permits
 Work notification to home owners
 Landscape R&R
 Street Signs
 Unforceen conditions and/or cost related to unknown utilities
 Flaggers

Notes:

- 1) Traffic control barracades will be provided by Fann Environmental and if required any flaggers for traffic control will be by Town of Clarkdale forces.
- 2) Construction Water to be provided by Town of Clarkdale at not cost.



Staff Report

Agenda Item: **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.

Meeting Date: May 24, 2016

Prepared By: Wayne Debrosky, Public Works/Utilities Director

Background: 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 (UTWMRP) 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 UTWMRP 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.

Recommendation: Based on the recommendation of the CMAR Selection Committee, staff recommends that the Council approves 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.



Staff Report

Agenda Item: **FISCAL YEAR 2016-2017 PRELIMINARY BUDGET WORKSESSION**– A worksession with the Council regarding the preliminary Budget for FY 2016-2017.

Staff Contact: Kathy Bainbridge, Clerk/Finance Director

Meeting Date: May 24, 2016

Background: 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.

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