



**NOTICE OF A REGULAR MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE
TUESDAY, SEPTEMBER 10, 2024 AT 6:00 PM**

In Person: Clark Memorial Clubhouse, 19 N. Ninth St., Clarkdale AZ

OR

Join Zoom Meeting

<https://us02web.zoom.us/j/88206419646>

Meeting ID: 882 0641 9646

Unless otherwise stated, the public will have physical access to the meeting place 15 minutes prior to the meeting start time.

Town of Clarkdale Vision

The Town of Clarkdale capitalizes on our unique history, proximity to the Verde River, and small-town charm. We cultivate an environment where residents and businesses can thrive.

We sustainably enhance our infrastructure, support the arts and education, and develop recreational opportunities to create a bright future for our entire community.

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 Town Council will hold a Regular Meeting open to the public on Tuesday, September 10, 2024, at 6:00 PM in a hybrid meeting via Zoom Video Conference or in person at 19 N. Ninth Street, Clarkdale, Arizona, Clark Memorial Clubhouse, Men's Lounge. 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.

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

The Town Council invites the public to provide comments at this time. Members of the Town

Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01, 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 comments on a specific agenda item are asked to complete a brief form and submit it to the Clerk or liaison during the meeting. Each speaker is asked to limit their comments to five minutes.

4. REPORTS

A. Current Events – (submitted electronically)

A brief summary of current events. The Council will not propose, discuss, deliberate, or take legal action on any matter in the summary. Reports submitted electronically:

- Mayor's Report
- Vice-Mayor's Report
- Councilmembers' Reports

B. Organizational Reports – (submitted electronically)

Reports regarding regional organizations submitted electronically:

- VVTPO – Verde Valley Transportation Planning Organization
- NACOG - Northern Arizona Council of Governments
- NAMWUA - Northern Arizona Municipal Water Users Association
- TPAC – Transportation Policy Advisory Council
- VFLC – Verde Front Leadership Council
- Sustaining Flows Committee
- Yavapai Communities for Young Children
- Cottonwood Airport Noise Working Group

5. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the Town Council at a work session or during a New Business discussion. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

A. Approval of Minutes

Consider and act upon the draft minutes from the special meeting held on Aug. 26, 2024.

6. NEW BUSINESS

A. Intergovernmental Agreement with the State of Arizona for Design of Cement Plant Road Improvements

Discuss, consider and act upon a request from staff to approve an Intergovernmental Agreement (IGA) between the State of Arizona and the Town of Clarkdale to begin design of the Cement Plant Road Multi-Modal Improvement Project.

B. Community Development Boards and Commissions

Discussion only regarding improving efficiency on Community Development Boards and Commissions.

7. FUTURE AGENDA ITEMS

Town Council may propose items to be placed on a future agenda. This item is for discussion only.

8. ADJOURNMENT

Values

Values are the guiding principles that provide an organization with purpose and direction. The Town of Clarkdale's organizational values are:

COPPER

Customer focused

Open, transparent and equitable

Preserving our history, charm, and environment

Planning for a sustainable future

Economic and social resiliency

Resourceful and innovative

Mission

The Town of Clarkdale serves the community by providing amenities, infrastructure, services, and public safety to enhance quality of life. We are stewards of our history while we sustainably and resiliently plan for the future with an emphasis on community engagement and transparency.

Persons with a disability may request reasonable accommodations by contacting the Town Hall at (928) 639-2400 (TTY: 1-800-367-8939) at least 72 hours in advance of the meeting.



From the office of Mayor Prud'homme-Bauer

August Report

August traditionally was the month of summer vacations and a little relaxation – Clarkdale was a busy town in August!

Regularly Held Monthly Meetings

- Regular weekly one-on-one meetings with the Town Manager on Wednesdays.
- Agenda review meetings on Monday afternoon before a Town Council meeting.
- Host twice monthly Verde Valley Mayors/Managers Zoom meetings.

Other Meetings, Events, Emails and Phone Calls:

- Two meetings with the Public Art Working Group – Selma-Mongini Park.
- Virtual meeting of the League of Arizona Cities and Towns Executive Committee.
- Attended National Night Out in Clarkdale – great community event!
- Helped assemble gift bags for the Rural Policy Forum.
- Clarkdale hosted the Local First Rural Policy Forum for 3 days – 350 people from around rural AZ came to visit Clarkdale. Many compliments about our town! The Town staff did a super job putting together this event and appreciation to Drake Meinke, owner of the Copper Arts Museum, for hosting the opening night welcome event.
- Attended a private reception with Governor Hobbs at the Southwest Wine Center.
- Attended Wags and Wine at Yavapai College – a fundraiser for the Verde Valley Humane Society.
- Attended the Verde Front Leadership Council meeting hosted by Clarkdale.
- Lunch with Clarkdale resident Janet Regner.
- Attended the Ribbon Cutting event at Yavapai College for the Center of Learning Innovation. It is a great asset to our community – take a moment to go to the center in Bldg. M – it is impressive.
- Attended the Clarkdale-Jerome School Barbeque and dedication of the Vincent Randall ball-court.
- Attended the Boards and Commissions information meeting.
- Attended the ASU Summer Policy Retreat in PHX with Asst. Parks and Recreation Manager and PIO Chell Smart and Councilmember Marney Babbitt-Pierce. The retreat focused on water and housing.
- Attended the Yavapai County Digital Equity and BEAD grant update.
- Coffee with Cottonwood Mayor-elect Ann Shaw.
- Attended artists reception for Art in the Clark show at Clark Memorial Library.
- Participated in the Clarkdale-Jerome School strategic planning meeting.
- Met with Elaine Rothrock, Manzanita Outreach, on a new site for their food sharing events.
- Clarkdale Town Council, Town Manager, Town Clerk, and Grants Manager attended the AZ League of Cities and Towns Conference (LACT) held in Phoenix. Attended several sessions on broadband, emergency preparedness, strategies for dealing with heat, and land use issues. Also had meetings with APS, a business meeting for LACT, annual meeting of GAMA (Greater AZ Mayors Assoc.), and networking with other mayors and councilmembers throughout AZ.



From the office of Vice Mayor Hunseder

August Report

- 08/06/24 – National Night Out – Clarkdale Park – *GREAT event! Thank you, Clarkdale PD!*
- 08/07/24 – 2024 Rural Policy Forum kickoff event at the Copper Art Museum.
- 08/08/24 – 2024 Rural Policy Forum hosted by Clarkdale – *I was very proud of Clarkdale, and all the hard work of our staff to organize and facilitate such an impressive event. Congratulations team!*
- 08/08/24 – Attended Wine and Wags event at Yavapai College.
- 08/09/24 – 2024 Rural Policy Forum hosted by Clarkdale – Day Two.
- 08/12/24 – One-on-one meeting with Town Manager Guthrie.
- 08/13/24 – Yavapai College – Verde Valley Campus Center for Learning and Innovation Ribbon Cutting.
- 08/13/24 – Town of Clarkdale Council Meeting.
- 08/14/24 – Town of Clarkdale Board and Commissions Open House.
- 08/16/24 – Hotel Feasibility Study kickoff meeting.
- 08/22/24 - Attended NACOG Executive Committee Meeting.
- 08/22/24 - Attended NACOG General Council Meeting.
- 08/22/24 - Attended NACOG Needs Assessment Meeting.
- 08/23/24 – One-on-one meeting with Town Manager Guthrie.
- 08/27-29/24 – Attended League of Cities/Towns Conference in Phoenix including the following sessions:
- City Budgets and Bond Funding 101: Financial Strategies for Effective Governance.
 - Downtown Real Estate: How to Activate Commercial Vacancies.
 - The State of Transportation: Proposition 479 and its Implications for Arizona.
 - Lies, and Statistics: Pollsters Discussing the 2024 Election.
 - Reading the Tea Leaves: Pundits Discuss Current Policy and Politics.
 - Building Safe Artificial Intelligence for Your City or Town.

Another great LACT conference! I really enjoyed spending time with my colleagues and networking with so many great people from across the state!



From the office of Council Member O'Neill

August Report

- 8-6 Participated in National Night Out.
- 8-6 thru 8-9 Participated in Rural Policy Forum.
- 8-13 One-on-one with Town Manager; Council meeting.
- 8-14 Attended Boards and Commissions Open House.
- 8-15 Attended Highlands presentation.
- 8-16 Attended NAMWUA Tech meeting via zoom.
- 8-26 One-on-one with Town Manager; Council meeting; Executive session.
- 8-27 thru 8-30 Participated on League of Arizona Cities and Towns Conference.



From the office of Council Member Babbitt-Pierce

August Report

August 3 - Conversation with Clarkdale residents.

August 6 - National Night Out.

August 7 - Rural Policy Forum.

August 8 - TPAC Meeting.

August 12 - Meeting with Town Manager Guthrie.

August 13 - Town Council Meeting.

August 15 – 16 - Morrison Institute.

August 22 - YCYC Meeting; Conversation with Clarkdale residents.

August 26 - Town Council Meeting.

August 27 -30 - Arizona League of Cities and Towns Annual Conference.



From the office of Council Member Jones

August 2024

- 8/1 Met with VVAIR Group Regarding Cottonwood Airport noise; Attended Selna-Mongini Park Art Working Group.
- 8/7 - 8/8 Attended Rural Policy Forum.
- 8/12 Spoke with Parker Northrup and Meghan Fitzgerald from Embry Riddle Aeronautical University regarding Cottonwood Airport noise; Met with Town Manager Guthrie.
- 8/13 Attended Selna-Mongini Park Art Working Group; Met with VVAIR Group Regarding Cottonwood Airport noise; Attended Town Council Meeting.
- 8/14 Attended Boards and Commission Open House.
- 8/15 Attended Highlands Development Public Meeting.
- 8/19 Met with VVAIR and Ann Shaw, Cottonwood Mayor Elect, regarding Cottonwood Airport noise; Spoke with Cottonwood City Council Member Lisa Duvernay regarding Cottonwood Airport noise.
- 8/21 Met with VVAIR regarding Cottonwood Airport noise.
- 8/23 Met with Town Manager Guthrie.
- 8/26 Attended Town Council Meeting and Executive Session Meeting.
- 8/27 – 8/29 Arizona League of Cities and Towns Annual Conference:
- 8/27 - Pre-Conference Session with Center for Future of Arizona: Advancing the Arizona We Want-Centering Arizonans' Voices in the Election Season.
 - 8/28 - Concurrent Sessions: Building and Maintaining Effective Mayor, Council and Manager Relationships; The Future of Water; Shaping Arizona's Future – Legislative Update and Housing Reform Insights.
 - 8/29 - Concurrent Sessions: Lies, Damn Lies, and Statistics – Pollsters Discussing the 2024 Election; Reading the Tea Leaves – Pundits Discuss Current Policy and Politics; Powering the Future – Balancing Energy, Sustainability and Economic Growth.



Staff Report

Item Number: 5.A.

<u>Agenda Item:</u>	Approval of Minutes Consider and act upon the draft minutes from the special meeting held on Aug. 26, 2024.
<u>Staff Contact:</u>	Charity Brooks, Town Clerk
<u>Meeting Date:</u>	September 10, 2024
<u>Strategic Goal:</u>	Not applicable.
<u>Background:</u>	Review of the draft minutes from the special meeting held on Aug. 26, 2024.
<u>Budget Impact:</u>	No budget impact.
<u>Recommendation:</u>	Staff recommends approval of the draft minutes from the special meeting held on Aug. 26, 2024.



**SUMMARIZED MINUTES OF A SPECIAL MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE**

MONDAY, AUGUST 26, 2024 AT 3:00 PM

(To listen to the full audio of the meeting, please visit www.clarkdale.az.gov – agendas & minutes)

Members Present: Mayor Robyn Prud'homme-Bauer, Vice Mayor Debbie Hunseder, and Council Members Lisa O'Neill, Marney Babbitt-Pierce and Laura Jones

Other Municipal Officials Present: Susan Guthrie, Town Manager; Charity Brooks, Town Clerk; Lou Andersen, Public Works Director; Virginia Smith, Public Works Assistant Director; Stephen Polk, Town Attorney

Zoom: Two members of the public were present.

Audience: Approximately seven members of the public were present.

- 1. CALL TO ORDER** - *Mayor Prud'homme-Bauer called the meeting to order at 3 p.m.*
- 2. ROLL CALL** – *All members present. Council Member Babbitt-Pierce arrived at 3:02 p.m.*
- 3. PUBLIC COMMENT**
No public comment.
- 4. REPORTS**

Departmental Reports (submitted with Council packet) –
Summary of written reports from Town Departments and other agencies:

- Building Permit Report
- Magistrate Court Report
- Water and Wastewater Report
- Police Department Report
- Verde Valley Humane Society
- Finance Report

5. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the Town Council at a work session or during a New Business discussion. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

A. Approval of Minutes of the Common Council

Consider and act upon the draft minutes from the regular meeting held on Aug. 13, 2024.

B. Ratification of Grant Application to Arizona Community Foundation

Consider and act upon the request to ratify the grant application to Arizona Community Foundation for \$10,000 for Educational Interpretive Signage for Selna-Mongini STEAM Park.

C. Grant Award from The Nature Conservancy

Consider and act upon a request to accept a grant award from The Nature Conservancy (TNC) in the amount of \$64,000.

Action: Approve consent agenda item A thru C as presented:

Motion: Vice Mayor Hunseder

Second: Council Member Jones

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

6. NEW BUSINESS

A. Town Recycling Services

Discussion only regarding Town recycling and sanitation services.

7. POSSIBLE VOTE TO ENTER EXECUTIVE SESSION - The Council may vote to discuss the following matters in executive session pursuant to A.R.S. § 38-431.03 (A)(3) discussion or consultation for legal advice with the attorney or attorneys of the public body.

A. Third North Sewer Main Relocation

Action: Motion to enter into executive session pursuant to A.R.S. § 38-431.03 (A)(3) discussion or consultation for legal advice with the attorney or attorneys of the public body:

Motion: Council Member Babbitt-Pierce

Second: Vice Mayor Hunseder

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye

Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

8. RESUMPTION OF REGULAR MEETING - *Immediately following the executive session, the Council resumed public session at 4:50 p.m.*

A. Third North Sewer Main Relocation
No action taken.

9. FUTURE AGENDA ITEMS

Town Council did not propose items to be placed on a future agenda.

10. ADJOURNMENT

Action: Motion to Adjourn:

Motion: Vice Mayor Hunseder

Second: Council Member Babbitt-Pierce

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

Mayor Prud'homme-Bauer adjourned the meeting without objection at 4:52 p.m.

APPROVED:

ATTESTED/SUBMITTED:

Robyn Prud'homme-Bauer, Mayor

Charity Brooks, Town Clerk

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the Town Council of the Town of Clarkdale, Arizona held on the 26th day of August 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Date approved by Town Council: Sept. 10, 2024

Charity Brooks, Town Clerk



Staff Report

Item Number: 6.A.

Agenda Item: **Intergovernmental Agreement with the State of Arizona for Design of Cement Plant Road Improvements**

Discuss, consider and act upon a request from staff to approve an Intergovernmental Agreement (IGA) between the State of Arizona and the Town of Clarkdale to begin design of the Cement Plant Road Multi-Modal Improvement Project.

Staff Contact: Susan Guthrie, Town Manager

Meeting Date: September 10, 2024

Strategic Goal: This agenda item supports the following Clarkdale Strategic Goal Area:

- Goal Area 2 - Enhance the quality of life for residents, businesses, and visitors to Clarkdale.
- Goal Area 3 - Enhance the quality and availability of parks, recreation and cultural opportunities.
- Goal Area 5 - Plan for the maintenance and growth of quality infrastructure that is sustainable and resilient.

Background: In 2021, the Arizona legislature voted to establish the SMART Fund to assist communities with developing grant applications and providing funding for completing project design that would be competitive in the Federal grant process. This grant is for funds to be used for design purposes for the Cement Plant Road Multi-Modal Improvement Project, to tie into other ongoing projects like Clarkdale Parkway and the Connect Clarkdale Master Trails Plan.

Once design is underway, the Town will apply for Federal Grants like RAISE or Safe Streets for America (SS4A) to complete the construction phase of the project.

This project will provide for all pre-construction activities up to and including design and engineering as well as pre-development activities and ADOT Administrative costs.

This project provides significant safety and connectivity improvements to Cement Plant Road and Main Street leading to Clarkdale Jerome School. The project will add multi-modal trails and pathways, sidewalks, bike lanes, a turn

lane, curbs and gutters. Pedestrians and bicyclists, including school children and our Yavapai-Apache neighbors will directly benefit. Additionally, completion of this project will tie into our Master Trails Plan to add multi-modal forms of transportation around Town.

Budget Impact:

The grant award is \$280,000, and will cover the scoping/design costs of \$250,000 for the project as well as the \$30,000 ADOT Administrative Fee. Any costs beyond the request must be paid for by the Town. This is a reimbursement grant for design and other engineering services expenditures that meet federal standards for projects eligible for a federal grant. For the purposes of the AZ SMART Fund, design and other engineering services include preliminary engineering through final design related to a road, bridge, rail or transit infrastructure construction project that the Applicant intends to submit for a federal grant *in a future year*. If awarded this grant, the Town will apply for a Federal Grant, like RAISE or Safe Streets for America (SS4A) in FY 25, to complete the construction phase of the project.

Recommendation:

Staff recommends that the Council approve the Intergovernmental Agreement (IGA) between the State of Arizona and the Town of Clarkdale to begin design of the Cement Plant Road Multi-Modal Improvement Project and authorize the Town Manager to execute all documents related to this project.

ADOT CAR No.: IGA 24-0009757-I
AG Contract No.: P0012024001614
Project Location/Name: Cement Plant Rd
& Upper Main St; Clarkdale
Type of Work: Shared Use Path
Federal-aid No.: NA
ADOT Project No.: T0610 01D/03D
TIP/STIP No.: SMRT24-008D
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: AZ SMART

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF CLARKDALE

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF CLARKDALE acting by and through its MAYOR and TOWN COUNCIL (the "Town" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. §§ 28-339 and 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. §§ 28-339 and 9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), created multiple new federal grant programs for surface transportation purposes to be administered by the US Department of Transportation. IIJA is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline.
4. The Arizona State Match Advantage for Rural Transportation funds (AZ SMART Funds) was established by the Arizona State Legislature in Laws 2022, Chapter 322 House Bill 2872 which became effective on September 24, 2022 to assist eligible cities, towns, counties and ADOT in applying for and winning Federal Grants for surface transportation projects.
5. The work proposed under this Agreement consists of an eight foot wide shared use path on the north east side of Cement Plant Road from Hawk Hollow Way south to the roundabout

at Clarkdale Parkway and State Route 89A (SR89A), and an eight foot wide SUP on the south side of Upper Main Street from the intersection of Cement Plant Road and Upper Main Street to Clarkdale-Jerome School, (the "Project"). The Local Agency has received funding through AZ SMART Fund for the design of the Project. The Project cost, shown in Exhibit A, is estimated at \$280,000, which includes AZ SMART Funds. The State will administer the design. The Local Agency intends to administer construction of the Project and has applied for grants as a direct recipient.

6. The interest of the State in this Project is for the use and benefit of the Local Agency pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project.
7. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. To perform their responsibilities consistent with this Agreement; any change or modification to the Local Agency's Project will only occur with the mutual written consent of both Parties.
 - b. To adhere to A.R.S. § 28-339.
 - c. The Local Agency was awarded Design and Other Engineering Services (DOES) funds from the AZ SMART Funds on April 19, 2024. The federal grant application for construction of the Project must be submitted by the Local Agency prior to the passage of a new long-term highway program authorization that succeeds the IIJA, which is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline. Federal grant awards will require the execution of a federal grant agreement.
 - d. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project design amount is less than the initial estimate, the difference between the final Project design amount and the initial estimate will be de-obligated or otherwise released from the Project. Any remaining AZ SMART Funds will be returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if funds for the Project are available, be the Local Agency's designated agent for the Project.

- b. If Project Development Administration (“PDA”) costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to enable continuing PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
 - c. Advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum AZ SMART Funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. On behalf of the Local Agency prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by the Federal Highway Administration (“FHWA”) to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
3. The Local Agency will:
- a. Designate the State as the Local Agency’s authorized agent for the Project.
 - b. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
 - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
 - d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by AZ SMART Funds. Should costs be deemed ineligible or exceed the maximum AZ SMART Funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - e. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

- f. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- g. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- h. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- i. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior right location for those utilities with prior rights.
- j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- k. Submit an application to an appropriate federal discretionary grant program for the construction phase of the Project in accordance with section (II.1.c.) of this Agreement. Should the Local Agency no longer choose to pursue a federal grant for the construction phase of the Project, the Local Agency will be responsible for repaying all AZ SMART Fund expenditures for the Project. Payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- l. Provide quarterly reports to ADOT regarding the status of the Project, federal grant application preparation and submission, federal grant agreement execution, and other Project or federal grant information as requested by ADOT.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Liability. ADOT assumes no liability or financial responsibility for AZ SMART Fund Projects or the information submitted by the Applicant. The Applicant is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project(s) and for any claims due to delays, change orders or any other circumstances.

8. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
10. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
11. Records. The Applicant is required to retain all records related to AZ SMART Funds for a period of five years after the date of the final payment of AZ SMART Funds from ADOT.
12. Audit. All AZ SMART Fund Projects are subject to audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of AZ SMART Funding.
13. Title VI. The Applicant acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Clarkdale
Attn: Susan Guthrie
P.O. Box 308
Town of Clarkdale, AZ 86324
928.639.2400
Susan.guthrie@clarkdale.az.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Town of Clarkdale
Attn: Susan Guthrie
P.O. Box 308
Town of Clarkdale, AZ 86324
928.639.2400
Susan.guthrie@clarkdale.az.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Town of Clarkdale
Attn: Susan Guthrie
P.O. Box 308
Town of Clarkdale, AZ 86324
928.639.2400
Susan.guthrie@clarkdale.az.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TOWN OF CLARKDALE

By _____ Date _____
ROBYN PRUD'HOMME-BAUER
MAYOR

ATTEST:

By _____ Date _____
CHARITY BROOKS
Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Clarkdale, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

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

By _____ Date _____
STEPHEN POLK
Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK
Multimodal Planning Division Director

This Agreement between public agencies, the State of Arizona and the Town of Clarkdale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A
Cost Estimate

T0610 01D/03D

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:

AZ SMART Funds @ 100%	\$30,000
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Scoping/Design:

AZ SMART Funds @ 100%	\$250,000
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Estimated TOTAL Project Cost	\$280,000
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Staff Report

Item Number: 6.B.

<u>Agenda Item:</u>	Community Development Boards and Commissions Discussion only regarding improving efficiency on Community Development Boards and Commissions.
<u>Staff Contact:</u>	Ruth Mayday, Community Development Director
<u>Meeting Date:</u>	September 10, 2024
<u>Strategic Goal:</u>	This agenda item supports the following Clarkdale Strategic Goal Area: • Goal Area 1 - Preserve and celebrate Clarkdale's unique, complex history. • Goal Area 4 - Strengthen and diversify our economy through cultivating a business-friendly climate for business attraction and strategically capitalizing upon tourism.
<u>Background:</u>	The Community Development Department (CDD) currently oversees four (4) boards: 1. Planning Commission 2. Design Review Board 3. Historic Preservation Commission 4. Board of Adjustment During those times when the Town is in the process of updating its General Plan, the General Plan Commission is created to advise staff regarding the revising of language, adding elements, and considering the impact of such changes on the long-range development of the Town. Of the four (4) boards, only the Board of Adjustment (BOA) is statutorily required in A.R.S. 9-462.06, <u>Board of adjustment</u>. It mandates the creation of a separate board of at least five (5) but no more than seven (7) members, or a hearing officer. The legislative body of the jurisdiction may also serve as the BOA. This board sits in a quasi-judicial function; its decisions are legally binding and can only be appealed to Superior Court. The purpose of the BOA is to hear appeals of decisions of the zoning administrator and may exercise other powers granted to it through the enabling ordinance for the Board.

However, it is limited in what it can consider and how it can make decisions. The BOA can hear variances from the zoning regulations only if special circumstances such as size, shape, topography or other issues inherent in the land will deprive the landowner of privileges enjoyed by other properties in the same zoning district and does not constitute a grant of special privileges and cannot be self-imposed by the property owner. The BOA cannot rezone property, nor can it rewrite zoning code requirements. Meetings are held when there is an appeal of a decision made by the zoning administrator, and has met only two (2) times in the past five (5) years.

The single legal requirement for the Planning Commission (PC) is that if one is established by the legislative body, it must consist of no fewer than five (5) members. The local governing body is tasked with the creation, organization, number of members, terms of office, and appointment and removal of commissioners if they desire to establish a commission. Almost all municipalities have seated planning commissions. The purpose of the PC is to oversee the creation and implementation of the General Plan, conducting public hearings for Zone changes, Planned Area Developments, General Plan amendments, Plats, and amendments to the text of zoning code. The commission then forwards applications pertaining to these actions to the Town Council with recommendations for approval, approval with amendments, or denial of the application. The PC can also send an item back to staff for additional work. There are no experience or education requirements to serve on the PC, however, analytical skills are beneficial. The PC meets on an ongoing, as needed basis.

The Design Review Board (DRB) was created by the Town Council upon the adoption of Ordinance #310 in May 2008. The purpose of this board is to review the exterior design of proposed new commercial, industrial, and multifamily buildings to ensure that they are compatible with the existing built environment, and preserve and protect the integrity and character of Clarkdale. Single-family homes are specifically excepted. The DRB is limited to design only and cannot make decisions regarding the appropriateness of a project to a specific location, change zoning classifications, or General Plan designations. This board has five (5) members; the enabling ordinance does not specify design or architectural experience to be appointed to the DRB. Meetings are held on an as-needed basis.

Title 9-462.01 (10) allows for the establishment of "districts of historical significance." It does not address the need for a commission or board other than to designate structures or sites of historic significance, which can also be determined by a department or person. The Historic Preservation Commission (HPC) was created for that and other purposes by the Town Council in 2020. In addition to the responsibilities established in the enabling legislation, the proposed Historic Preservation Ordinance (HPO) assigns Design Review responsibilities to the HPC rather than the DRB. The requirements for membership on an HPC as set forth in the Certified Local Government (CLG) program through the State Historic Preservation Office (SHPO) and the Secretary of Interior list a number of educational or professional qualifications

– a degree in history, architecture, historic architecture, planning, design, and anthropology, or hands-on experience in these fields. Currently, the HPC has a landscape architect, anthropologist, and historic design experience, in addition to a member with knowledge of local history. The purpose of these requirements is to ensure that the Commission is staffed by commissioners with specific expertise in historic design rather than architecture and design in general. Meetings are on an as-needed basis.

Meetings of the boards and commissions have been inconsistently scheduled, as there are generally no applications for DRB or PC every month. The HPC, given its recent establishment, has been meeting much more frequently as it moves through the tasks assigned to it in the ordinance.

The second regular session of the 56th Arizona Legislature was rife with bills intended to streamline processes that affect approval of residential housing. While most did not survive, enough attention was given to the housing crisis that the expectation is that most of the bills that did not make it to the Governor's desk will likely be reintroduced when the 57th Arizona Legislature is called to order.

In advance of the next legislative session, it would benefit the Town to consider streamlining processes and approvals for development. Currently, a subdivision requires approval of a preliminary plat by the Planning Commission and Town Council, then technical review, then final approval by the Town Council. Notification of public hearings alone adds 90 days to the process. For Planned Area Developments (PADs), a minimum of 45 additional days must be added to the timeline to account for at least one (1) hearing before the DRB.

Multifamily, commercial, and industrial development projects are all subject to DRB as well, regardless of zoning status.

To streamline processes, staff suggests combining DRB with the PC. Both Sedona and Cottonwood have combined the responsibilities of the two (2) bodies under their PCs and have found it to be far more efficient. This will reduce the public hearing notification time and eliminate a meeting from the process, which will accelerate the approval timeline. It also eliminates a meeting that the public would need to attend, as both planning and design matters are considered at one (1) time rather than at two (2) separate meetings. The combined DRB/PC would consider projects outside the Historic Preservation District as design projects within the District would be reviewed by the HPC.

Budget Impact:

This change would reduce the number of mailings and publications required for public hearings.

Recommendation:

Staff recommends that the Council provide direction to streamline the approval process and improve efficiency.