NOTICE OF A REGULAR MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE
TUESDAY, JUNE 27, 2023 AT 3:00 PM

In Person: Clark Memorial Clubhouse, 19 N. Ninth St., Clarkdale AZ
OR
Join Zoom Meeting
https://us02web.zoom.us/j/2235608173
Meeting ID: 223 560 8173

AMENDED: ITEM 4 ADDED

Town of Clarkdale Vision

The Town of Clarkdale connects our unique history, proximity to the Verde River, and small-town charm to a future with a vibrant economy.
We cultivate an environment where residents and businesses can thrive; providing services and jobs for our residents and capitalizing upon tourism.
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, June 27, 2023, at 3:00 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. SWEARING-IN OF NEW OFFICER

5. 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
- Cottonwood Area Transit Report
- Verde Valley Humane Society

6. 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. Resolution #1695 - Designating the Chief Fiscal Officer for 2024

Consider and act upon Resolution #1695 - Designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General.

B. Made in Clarkdale, LLC 2023/2024 Facility Use Agreement

Consider and act upon the 2023-2024 Reimbursement Agreement for the use of Town Facilities by Made in Clarkdale, LLC.

7. NEW BUSINESS

A. Resolution #1696 - Establishment of Juneteenth National Independence Day as an Officially Observed Holiday

Discuss, consider and act upon Resolution #1696 - Establishment of Juneteenth National Independence Day ("Juneteenth"), a Federal holiday, as an officially observed holiday of the Town of Clarkdale.

B. Resolution #1697 - Approving an Intergovernmental Agreement between the State of Arizona and the Town of Clarkdale for the replacment of the bridge over Bitter Creek Wash

Discuss, consider and act upon Resolution #1697 approving an Intergovernmental Agreement between the State of Arizona (Department of Transportation) and the Town of Clarkdale for the replacement of the bridge over Bitter Creek Wash.

C. Second Amendment to the Re-Statement of Development Agreement - Crossroads at Mingus

Consider and act upon the approval of the Second Amendment to Re-statement of the Crossroads at Mingus Development Agreement regarding Tract K Park.

D. Use of Contingency and Capital Project Funding in the Wastewater Fund

Discuss, consider and act upon the use of contingency and capital project funding in the Wastewater Fund for fiscal year ending June 30, 2023.

E. Adoption of the Tentative Budget for Fiscal Year Ending June 30, 2024

Discuss, consider and act upon the adoption of the tentative budget for fiscal year ending June 30, 2024.

8. DISCUSSION ITEMS ONLY - NO ACTION TAKEN

A. Bandstand/Gazebo

Discussion only regarding the status of the bandstand/gazebo.

9. FUTURE AGENDA ITEMS

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

10. ADJOURNMENT

Values

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

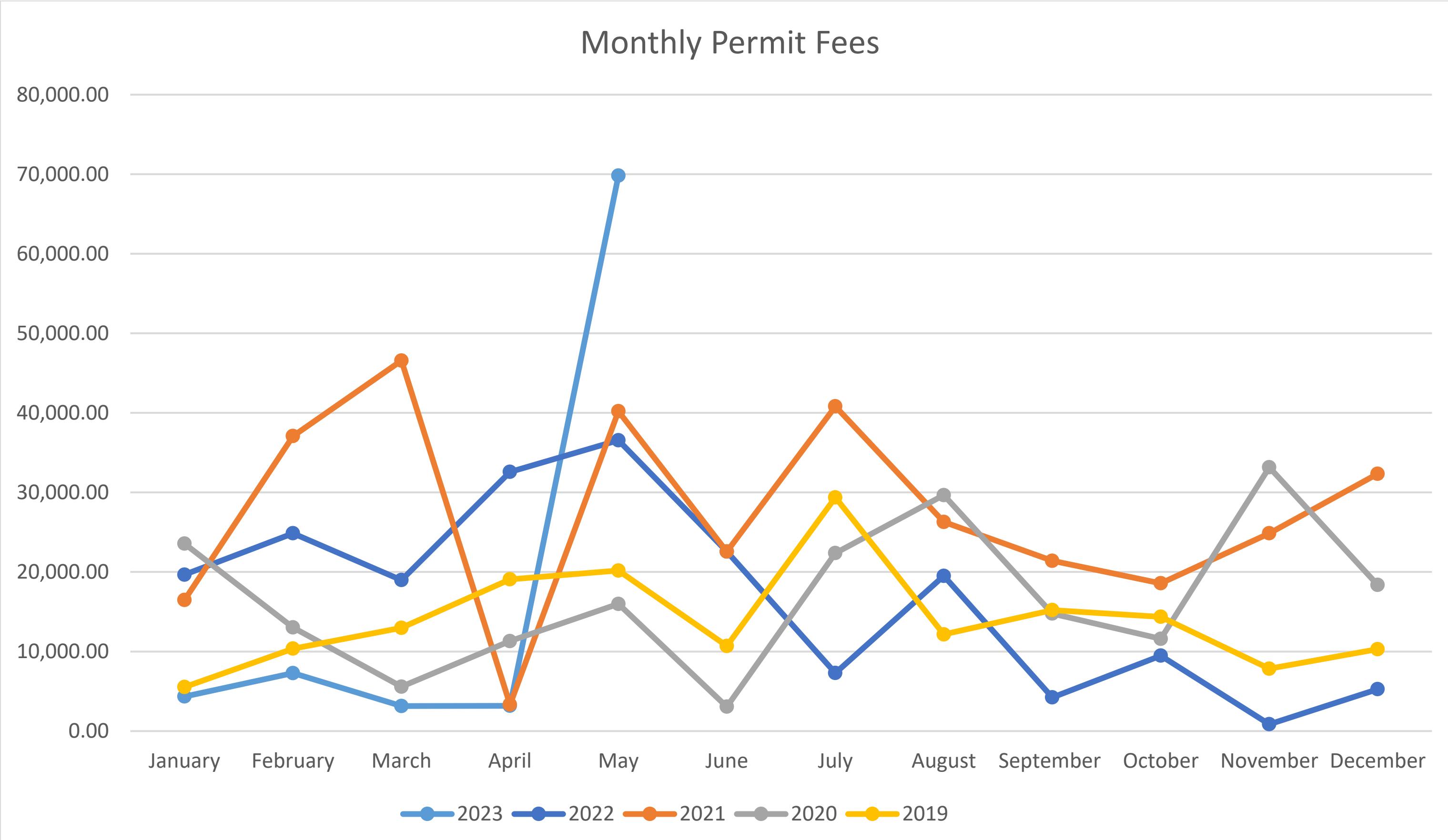
COPPER
Customer focused
Open, transparent and equitable
Preserving our history, charm, and environment
Planning for a sustainable future
Economic and social resiliency
Resourceful and innovative

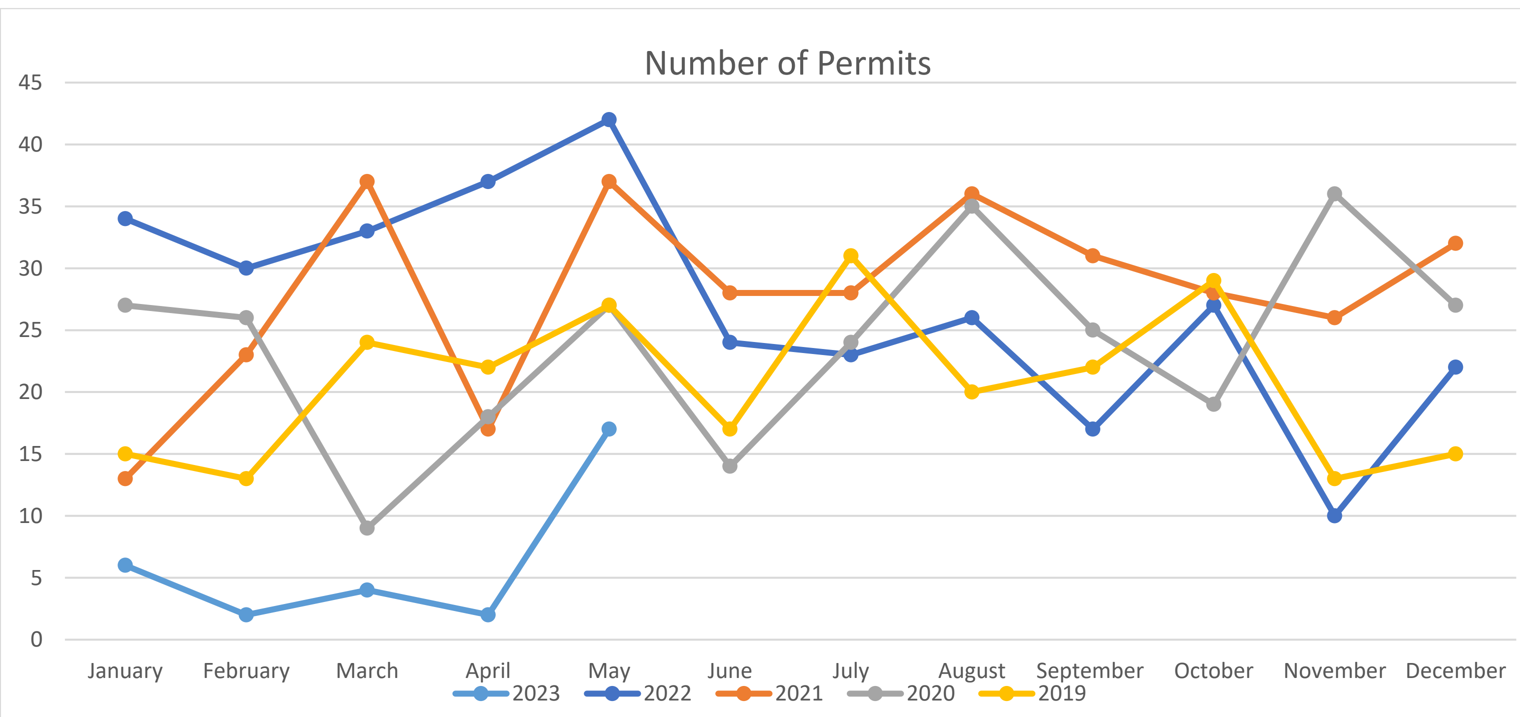
Mission

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.

Building Permit Report
May 2023





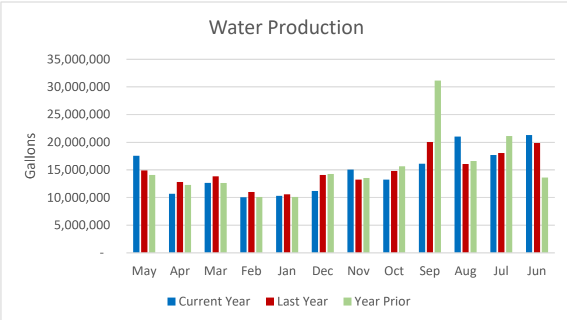
Clarkdale Magistrate Court

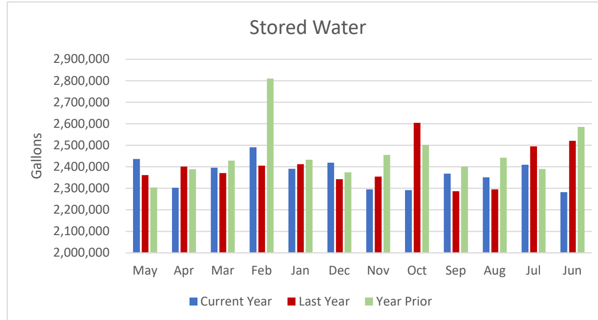
April/May 2022-2023 Comparative Stats

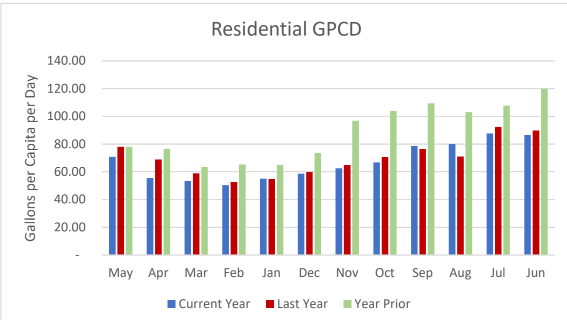
	April 2022	April 2023
Criminal Cases	4	2
Civil Traffic Cases	8	33
Total Cases	12	35
Revenue to Town	$3,911	$3,913

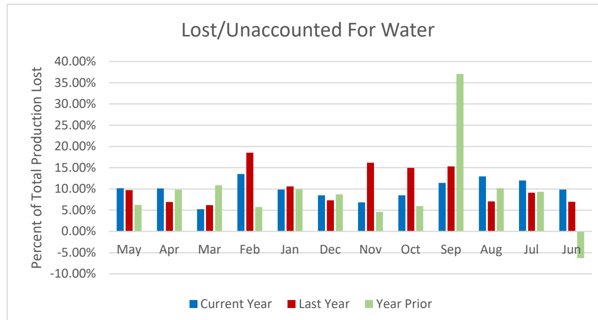
	May 2022	May 2023
Criminal Cases	6	4
Civil Traffic Cases	19	46
Total Cases	25	50
Revenue to Town	$3931	$3,873

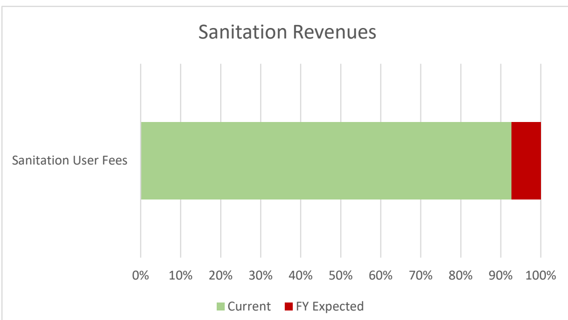
Public Works Monthly Report
May 2023

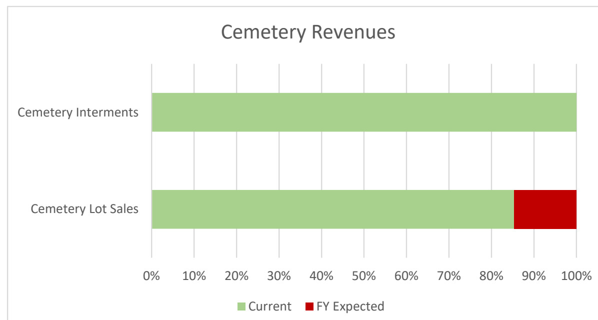


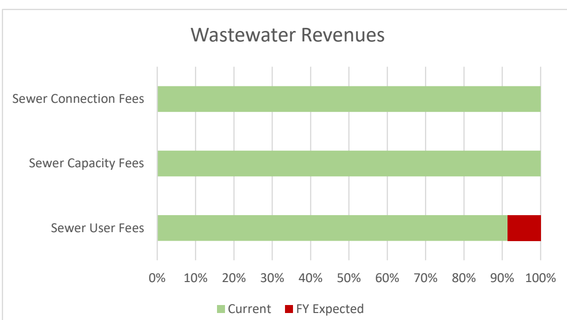


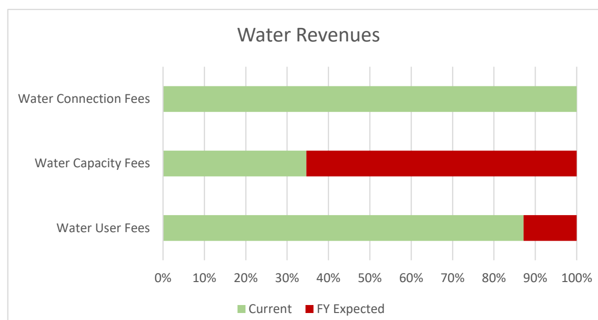












92% of FY completed as of 5/31/2023

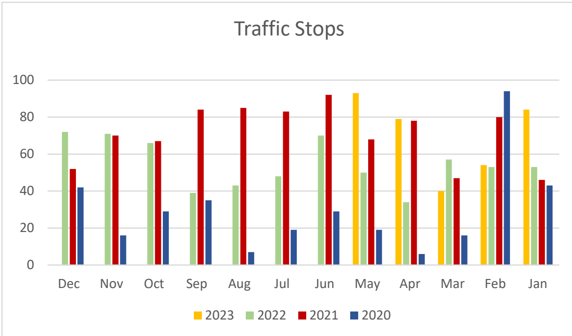
Water and Sewer Connections Expected Revenue met for FY 22/23.
Sewer Capacity Fee Revenue met for FY 22/23.
Cemetery Interments Revenue met for FY 22/23.

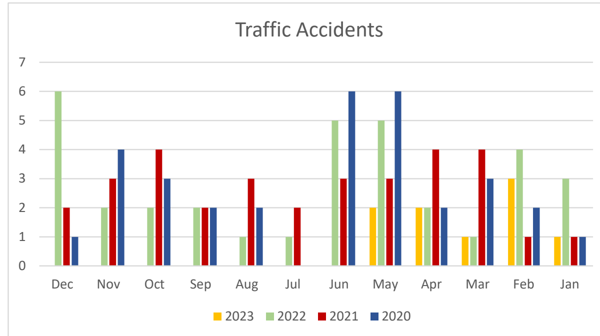
Taawaki Inn Water/Sewer Permits and Fees in process.
Yavapai College Water Capacity Fee discussion schedule for June 15.

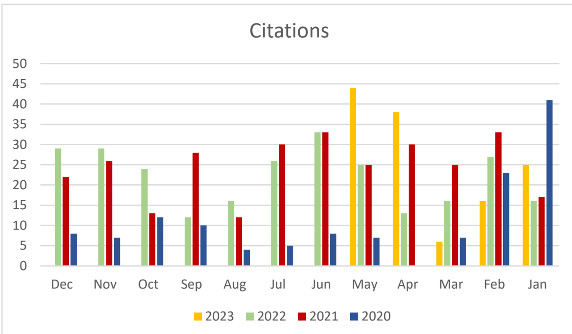
Rise in UT work orderes for May due to installation of cellular endpoints for meter upgrades.

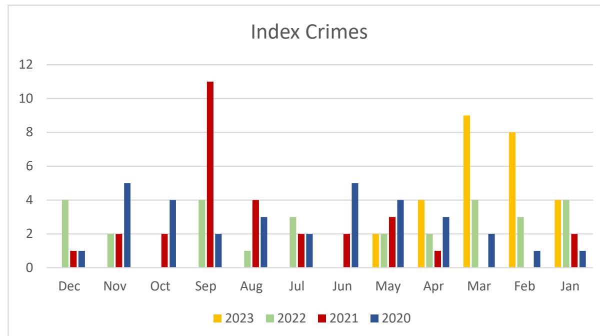
Police Department Monthly Report
May 2023

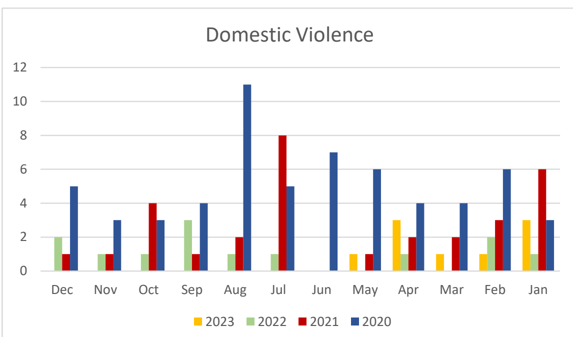
6/7/2023

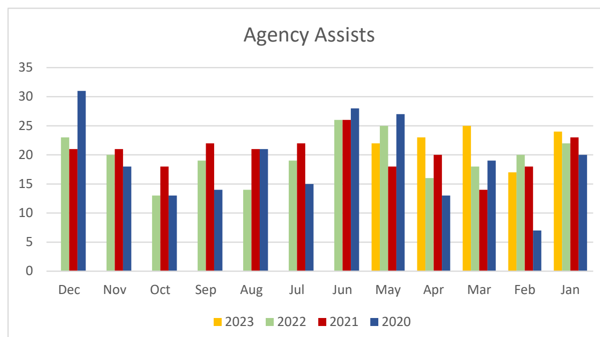


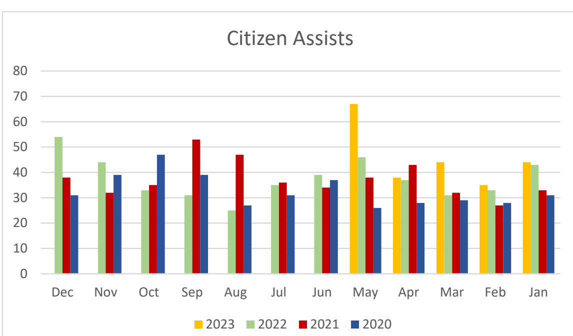












Comments:
There were two index crimes in May: one assault and one sex offense. Both offenders have been arrested following investigation. Officers increased the number of traffic stops and citations in May. Domestic violence calls remain low. In May we performed the third-highest lobby and records services since recordkeeping began, just behind last month (not graphed here). This increase is due to the increase in traffic stops and fingerprinting services.

Cottonwood Area Transit
Weekly Ridership Reports

Service for week ending 4/22/2023	Daily Average 1	4/16/2023 Sunday	4/17/2023 Monday	4/18/2023 Tuesday	4/19/2023 Wednesday	4/20/2023 Thursday	4/21/2023 Friday	4/22/2023 Saturday	Weekly Total
Weekdays									
ADA/Paratransit	46.8		33	59	54	42	46		234
Blue Line	11.6		16	10	11	7	14		58
Yellow Line	65		70	60	62	64	69		325
Red Line - Without Jerome	40.2		42	56	31	35	37		201
Red Line - Jerome	3.4		0	0	0	17	0		17
Green Line	89		94	69	105	81	96		445
CAT Connect	5.6	0	3	4	5	9	7	0	28
Shuttle 1	58.7	51	72	48	52	58	64	66	411
Shuttle 2	82.2	47	53	55	59	71	52	74	411
Shuttle 3	91.4	62	61	56	78	66	56	78	457
Shuttle 4	91.4	40	66	65	59	62	64	42	398
	Totals	200	510	482	516	512	505	260	2985

Cottonwood Area Transit
Weekly Ridership Reports

Service for week ending 4/29/2023	Daily Average [1]	Sunday 4/23/2023	Monday 4/24/2023	Tuesday 4/25/2023	Wednesday 4/26/2023	Thursday 4/27/2023	Friday 4/28/2023	Saturday 4/29/2023	Weekly Total
Weekdays									
ADA/Paratransit	44.6		36	58	37	48	44		223
Blue Line	16.2		16	14	15	22	14		81
Yellow Line	59.8		60	57	67	49	66		299
Red Line - Without Jerome	47.2		47	48	64	25	52		236
Red Line - Jerome	2.8		0	0	0	14	0		14
Green Line	95		110	77	92	106	90		475
CAT Connect	3.2	0	3	3	3	4	3	0	16
Shuttle 1	53.4	50	63	34	59	64	51	53	374
Shuttle 2	82.4	48	50	57	60	62	52	83	412
Shuttle 3	84.6	60	60	55	35	75	66	72	423
Shuttle 4	84.6	43	48	51	63	41	60	55	361
	Totals	201	493	454	495	510	498	263	2914

Cottonwood Area Transit
Weekly Ridership Reports

Service for week ending 5/6/2023	Daily Average [1]	4/30/2023 Sunday	5/1/2023 Monday	5/2/2023 Tuesday	5/3/2023 Wednesday	5/4/2023 Thursday	5/5/2023 Friday	5/6/2023 Saturday	Weekly Total
Weekdays									
ADA/Paratransit	46.4		28	58	51	56	39		232
Blue Line	15.8		13	13	15	19	19		79
Yellow Line	72		75	85	60	60	80		360
Red Line - Without Jerome	47.6		54	62	40	38	44		238
Red Line - Jerome	2.4		0	0	0	12	0		12
Green Line	109.6		114	100	123	81	130		548
CAT Connect	5.6	0	6	5	10	4	3	0	28
Shuttle 1	46.6	57	51	29	58	54	42	35	326
Shuttle 2	86	61	55	47	65	75	54	73	430
Shuttle 3	88	62	86	59	61	59	52	61	440
Shuttle 4	88.0	49	51	51	45	53	75	47	371
	Totals	229	533	509	528	511	538	216	3064

Cottonwood Area Transit
Weekly Ridership Reports

Service for week ending 5/13/2023	Daily Average 1	5/7/2023 Sunday	5/8/2023 Monday	5/9/2023 Tuesday	5/10/2023 Wednesday	5/11/2023 Thursday	5/12/2023 Friday	5/13/2023 Saturday	Weekly Total
Weekdays									
ADA/Paratransit	48.6		42	56	45	56	44		243
Blue Line	24.4		24	23	22	30	23		122
Yellow Line	68.4		82	57	76	58	69		342
Red Line - Without Jerome	44.2		60	33	48	30	50		221
Red Line - Jerome	2		0	0	0	10	0		10
Green Line	95.6		113	84	114	69	98		478
CAT Connect	3.6	0	2	4	4	4	4	0	18
Shuttle 1	50.1	50	49	46	53	59	43	51	351
Shuttle 2	94.4	95	65	43	59	68	75	67	472
Shuttle 3	88.8	64	56	50	69	73	65	67	444
Shuttle 4	88.8	57	52	62	36	71	41	48	367
	Totals	266	545	458	526	528	512	233	3068

Cottonwood Area Transit
Weekly Ridership Reports

Service for week ending 5/20/2023	Daily Average 1	Sunday 5/14/2023	Monday 5/15/2023	Tuesday 5/16/2023	Wednesday 5/17/2023	Thursday 5/18/2023	Friday 5/19/2023	Saturday 5/20/2023	Weekly Total
Weekdays									
ADA/Paratransit	40.6		39	46	37	37	44		203
Blue Line	23		27	27	21	25	15		115
Yellow Line	72.4		97	83	58	69	55		362
Red Line - Without Jerome	34.4		44	40	41	7	40		172
Red Line - Jerome	3.6		0	0	0	18	0		18
Green Line	96		114	89	88	106	83		480
CAT Connect	3.8	0	4	6	3	2	4	0	19
Shuttle 1	43.7	43	54	35	42	47	44	41	306
Shuttle 2	90.2	44	64	60	65	80	70	68	451
Shuttle 3	86.6	60	75	63	63	44	59	69	433
Shuttle 4	86.6	56	65	58	55	48	51	54	387
	Totals	203	583	507	473	483	465	232	2946

Cottonwood Area Transit
Weekly Ridership Reports

Service for week ending 5/27/2023	Daily Average 1	5/21/2023 Sunday	5/22/2023 Monday	5/23/2023 Tuesday	5/24/2023 Wednesday	5/25/2023 Thursday	5/26/2023 Friday	5/27/2023 Saturday	Weekly Total
Weekdays									
ADA/Paratransit	44.8		33	58	60	43	30		224
Blue Line	14.4		16	6	14	13	23		72
Yellow Line	67.4		57	72	75	56	77		337
Red Line - Without Jerome	39.2		45	44	40	27	40		196
Red Line - Jerome	2.4		0	0	0	12	0		12
Green Line	94		95	84	83	102	106		470
CAT Connect	3.8	0	4	2	7	3	3	0	19
Shuttle 1	56.9	52	65	50	65	61	51	54	398
Shuttle 2	88.8	63	60	49	68	77	60	67	444
Shuttle 3	81.8	48	74	58	46	54	53	76	409
Shuttle 4	81.8	48	51	62	56	53	63	53	386
	Totals	211	500	485	514	501	506	250	2967

Cottonwood Area Transit
Weekly Ridership Reports

Service for week ending 6/3/2023	Daily Average [1]	Sunday 5/28/2023	Monday 5/29/2023	Tuesday 5/30/2023	Wednesday 5/31/2023	Thursday 6/1/2023	Friday 6/2/2023	Saturday 6/3/2023	Weekly Total
Weekdays									
ADA/Paratransit	33.6		9	33	45	50	31		168
Blue Line	12.2		3	6	13	20	19		61
Yellow Line	68		35	72	67	93	73		340
Red Line - Without Jerome	37.6		26	45	38	35	44		188
Red Line - Jerome	2.6		0	0	0	13	0		13
Green Line	81.8		49	84	81	103	92		409
CAT Connect	4	0	3	4	6	3	4	0	20
Shuttle 1	52.4	64	43	45	38	56	61	60	367
Shuttle 2	85.4	58	44	66	54	69	57	79	427
Shuttle 3	86.2	63	66	65	44	67	57	69	431
Shuttle 4	86.2	26	55	54	57	61	55	54	362
	Totals	211	333	474	443	570	493	262	2786

Verde Valley Humane Society					
1520 W. Mingus Avenue					
Cottonwood, AZ. 86326					
928-634-7387					
					5/7/2023
Clarkdale FY 22-23 Monthly Intake Repor		April 2023			
Date	Type	Species	ID #	Disposition Type	Date
4/16/2023	Stray-ACO	Canine	D49960		
	Total Intake: 1				

Verde Valley Humane Society					
1520 W. Mingus Avenue					
Cottonwood, AZ. 86326					
928-634-7387					
					6/9/2023
Clarkdale FY 22-23 Monthly Intake Repor		May 2023			
Date	Type	Species	ID #	Disposition Type	Date
5/16/2023	Stray-Public Drop Off	Feline	C50036	Ring Worm	
	Total Intake: 1				

Staff Report

Item Number: 6.A.

Agenda Item: **Resolution #1695 - Designating the Chief Fiscal Officer for 2024**
Consider and act upon Resolution #1695 - Designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General.

Staff Contact: Julie Goucher, Finance Director

Meeting Date: June 27, 2023

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.

Background: A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer, the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the Governing Body's behalf.

Resolution #1695 meets the requirements of the Auditor General.

Budget Impact: No budget impact.

Recommendation: Staff recommends that the Council approve Resolution #1695, designating Julie Goucher as the Chief Fiscal Officer for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General.

RESOLUTION # 1695

A RESOLUTION OF THE TOWN OF CLARKDALE, ARIZONA, MAYOR AND COMMON COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the Governing Body's behalf; and

WHEREAS, the Town of Clarkdale Mayor and Council desire to designate Julie Goucher, as the Town's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF CLARKDALE, ARIZONA, MAYOR AND COUNCIL as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Julie Goucher is hereby designated as the Town's Chief Fiscal Officer for the purpose of submitting the fiscal year 2024 AELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the Town of Clarkdale, Arizona Mayor and Council, this 27th day of June 2023.

ATTEST:

____
Robyn Prud'homme-Bauer – Mayor

____
Charity Brooks, Town Clerk

Approved as to form:

____
Stephen Polk, Town Attorney

Staff Report

Item Number: 6.B.

Agenda Item: **Made in Clarkdale, LLC 2023/2024 Facility Use Agreement**
Consider and act upon the 2023-2024 Reimbursement Agreement for the use of Town Facilities by Made in Clarkdale, LLC.

Staff Contact: Joni Westcott, Parks Manager

Meeting Date: June 27, 2023

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 of availability of parks, recreation and cultural opportunities.

Background: Over the years, the Town has taken the opportunity to develop and uphold a mutually beneficial partnership with Made in Clarkdale, LLC. (MIC). Initially, the Town supported MIC's signature December art event by providing desired Clubhouse facilities and services at discounted fees by way of a single-event agreement. Beginning in 2013 and thereafter, the Council executed annual agreements to include this main event and others which may be desired by MIC throughout the year.

MIC continues to demonstrate their commitment to support local artists and proposes no changes to their events in their 2023-2024 Annual Facility Reimbursement Agreement with the Town of Clarkdale.

Facility	Days	Event
Clark Memorial Clubhouse Auditorium and Ladies' Lounge/Kitchen	Eighteen (18) days per year	Various exhibits, art shows, educational and children's workshops
Clark Memorial Clubhouse/Other	To be determined by the **TOWN**	Various recreational, educational and Special Events, (each event to be pre-scheduled prior to occurrence).

Staff proposes the existing reduced fees carry forward in the FY23-24 agreement renewal, with the continued belief this demonstrates a strong statement in support of the relationship with MIC.

Facility	Annual Facility Use Agreement Fee/Cost – 24 hrs.
Clubhouse Auditorium	$48.00
Clubhouse Men's Lounge	$22.00
Clubhouse Ladies' Lounge/Kitchen	$37.50

Budget Impact: Facility Rental Revenue: #01-4-4000-4004

Recommendation: Staff recommends that Council approve the 2023-2024 Facility Reimbursement Agreement for use of Town facilities by Made in Clarkdale, LLC. and authorize the Town Manager to execute the agreement.

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

Recitals

WHEREAS, Made In Clarkdale, L.L.C. provides various community events including art exhibits, a venue for sale of artwork 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 2023, by the Town of Clarkdale, Arizona, hereinafter referred to as "**TOWN**", and Made In Clarkdale, L.L.C., 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	Eighteen (18) days per year	Various exhibits, art shows, educational and children's workshops
Clark Memorial Clubhouse/Other	To be determined by the **TOWN**	Various recreational, educational and Special 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, 2023, to June 30, 2024.

If the facility used by **MIC** is defaced in any way because 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 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. Special arrangements may be made by **MIC** and considered by the **TOWN** on a case-by-case basis to accommodate rental company deliveries/pick-ups. If approved, special arrangements will be described in writing, listing delivery/pick-up expectations.

9. 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.

10. If the **TOWN** On-Call Public Works staff member is called out to assist **MIC** for a non-emergency, **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.

11. Maximum capacity of room/facility as determined by the International Building Code and posted in the facility may not be exceeded.

12. 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.

13. 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.

14. Nothing is to be put on **TOWN** facility floors without authorization from the **TOWN** (i.e.: sawdust, wax cleaners, plywood, and scaffolding).

15. 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.

16. 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.

17. Open flames are not allowed in any **TOWN** facility without prior expressed approval by the **TOWN** and the Clarkdale Fire Chief.

18. No uses of the premises are allowed that have not been approved in this Agreement or in other expressed writing by the **TOWN**.

19. 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**.

20. 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.

21. Trash will be removed from the premises daily and at the conclusion of any event.

22. Outside doors will be locked upon leaving the **TOWN** facility.

23. 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.

24. All lights will be turned off at days end and at the conclusion of any event.

25. All string, wire, tape and/or decorations will be removed from the **TOWN** facility at the conclusion of any event.

26. Driving of vehicles is prohibited within **TOWN** parks.

27. Staking in **TOWN** parks or on **TOWN** grounds is prohibited. Tents and similar structures in **TOWN** parks or **TOWN** grounds must be weighted down.

28. 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**.

29. **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.

30. Illegal activities are prohibited on **TOWN** premises.

V. CONSIDERATION

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

FACILITY	***FEE***
Clubhouse Auditorium	*$48.00 per day or any portion thereof; and/or*
Clubhouse Men's Lounge	*$22.00 per day or any portion thereof; and/or*
Clubhouse Ladies' Lounge/Kitchen	*$37.50 per day or any portion thereof; and/or*

Town Park Gazebo	*N/C*
Vendor/Informational/Educational Booth	*N/C*
Exterior Electricity	*$25.00 per day or any portion thereof; and/or*
An additional hourly rate, as specified in the Town fee schedule, may be charged for the presence of an Ambassador if staff deems necessary for the event.	
*Any appropriate **TOWN** Fees as stipulated in the **TOWN**'s most recent Fee Schedule Resolution.*	
Reimbursement Fees will be charged as appropriate for each approved Special Event.	

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

To the fullest extent permitted by law, **MIC** shall defend, indemnify, and hold harmless the Town, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, alleged to have resulted from the acts, errors, omissions, mistakes, or malfeasance of **MIC** relating to or arising out of the subject matter of this Agreement, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance **MIC** may be legally liable.

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 by the in 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. If 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: Susan Guthrie, Town Manager
P.O. Box 308
Clarkdale, AZ 86324

To **MIC**:

Made In Clarkdale, L.L.C.
ATTN: Marsha Foutz, L.L.C Member
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 13th day of June 2023.

TOWN OF CLARKDALE

____

Susan Guthrie, Town Manager
PO Box 308
Clarkdale, AZ 86324
(928) 639-2400

MADE IN CLARKDALE, L.L.C.

____

Marsha Foutz, L.L.C. Member
PO Box 161
Clarkdale, AZ 86324
(928) 274-8115

(Town of Clarkdale Seal)

ATTEST:

____

Charity Brooks, Town Clerk

Staff Report

Item Number: 7.A.

Agenda Item: **Resolution #1696 - Establishment of Juneteenth National Independence Day as an Officially Observed Holiday**
Discuss, consider and act upon Resolution #1696 - Establishment of Juneteenth National Independence Day ("Juneteenth"), a Federal holiday, as an officially observed holiday of the Town of Clarkdale.

Staff Contact: Randi Stephens, HR Manager

Meeting Date: June 27, 2023

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

- Goal Area 1 - Preserve and celebrate Clarkdale's unique, complex history.
- Goal Area 6 - Strategically invest in organizational development to enhance efficiency and service delivery and to attract and retain an exemplary workforce.

Background: Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. On June 19, 1865, Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas with word that the Civil War had ended and that those enslaved were now free, even though President Abraham Lincoln had issued the Emancipation Proclamation more than two years earlier. The celebration of June 19th was coined "Juneteenth" (a combination of June and Nineteenth), and what began as a celebration for former slaves and their descendants in Texas, has become a National Day of Pride with celebrations in communities throughout the country. Today, Juneteenth celebrates African American freedom, cultural contributions and achievement, while encouraging continuous self-development and respect for all cultures.

Budget Impact: No line item adjustments needed to implement this change in the holiday schedule.

Recommendation: Staff recommends that Council approve the establishment of Juneteenth, a Federal holiday, as an officially observed paid holiday of the Town of Clarkdale. Authorizing that Juneteenth be a closed Town holiday every June

19th for the Town of Clarkdale (similar to Thanksgiving or Christmas) beginning in calendar year 2024.

RESOLUTION # 1696

A RESOLUTION OF THE TOWN OF CLARKDALE, ARIZONA, MAYOR AND COMMON COUNCIL, DESIGNATING THE 19th OF JUNE AS JUNETEENTH NATIONAL INDEPDENCE DAY ("JUNETEENTH"), A FEDERAL HOLIDAY, AS AN OFFICIALLY OBSERVED HOLIDAY OF THE TOWN OF CLARKDALE.

RECITALS:

WHEREAS, June 19th be officially observed as a paid holiday by the Town of Clarkdale. Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. On June 19, 1865, Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas with word that the Civil War had ended and that those enslaved were now free, even though President Abraham Lincoln had issued the Emancipation Proclamation more than two years earlier. The celebration of June 19th was coined "Juneteenth" (a combination of June and Nineteenth), and what began as a celebration for former slaves and their descendants in Texas, has become a National Day of Pride with celebrations in communities throughout the country. Today, Juneteenth celebrates African American freedom, cultural contributions, and achievement, while encouraging continuous self-development and respect for all cultures.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF CLARKDALE, ARIZONA, MAYOR AND COUNCIL as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

PASSED AND ADOPTED by the Town of Clarkdale, Arizona Mayor and Council, this 27th day of June 2023.

ATTEST:

____
Robyn Prud'homme-Bauer – Mayor

____
Charity Brooks, Town Clerk

Staff Report

Item Number: 7.B.

Agenda Item: **Resolution #1697 - Approving an Intergovernmental Agreement between the State of Arizona and the Town of Clarkdale for the replacment of the bridge over Bitter Creek Wash**
Discuss, consider and act upon Resolution #1697 approving an Intergovernmental Agreement between the State of Arizona (Department of Transportation) and the Town of Clarkdale for the replacement of the bridge over Bitter Creek Wash.

Staff Contact: Susan Guthrie, Town Manager

Meeting Date: June 27, 2023

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

- Goal Area 5 - Plan for the maintenance and growth of quality infrastructure that is sustainable and resilient.

Background: In February 2022, the Town submitted a RAISE federal grant application to add an additional bridge over Bitter Creek Wash for vehicular traffic and retaining the historical bridge for pedestrian and bicycle traffic. Unfortunately, this grant was not funded but the work involved in preparing the grant led to continued progress on this project. Letters of support were gathered; the project was placed on both the NACOG TIP as well as the State's TIP and potential costs were estimated.

In 2023, the Town of Clarkdale, led by former Council Member Bill Regner, approached Senator Ken Bennett and Representative Selina Bliss asking that they sponsor bills seeking funding for the project. After extensive presentations to both Senate and House Committees and work by the elected delegation, $6,321,400 was included in the 2023/2024 Legislative Appropriations Bill for the Town of Clarkdale's bridge project.

This Interlocal Agreement will allow for the Department of Transportation to distribute to the Town of Clarkdale $6,321,400 to replace the current bridge over Bitter Creek wash with a bridge that is suitable for vehicular traffic, and to convert the current bridge for pedestrian and bicycle traffic.

Budget Impact: This funding is budgeted in the Town of Clarkdale 2023/2024 Fiscal Year

Budget in the amount of $6,321,400 in the grant account and is also listed in the Capital Improvement Plan.

Recommendation: Staff recommends that the Council authorize the Mayor to execute the Intergovernmental Agreement and Resolution 1697 accepting funding for the new Bitter Creek Bridge.

RESOLUTION #1697
AUTHORIZATION TO EXECUTE AGREEMENT
FOR ADOT INTERGOVERMENTAL AGREEMENT FOR BITTER CREEK BRIDGE

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CLARKDALE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF CLARKDALE FOR THE REPLACEMENT OF THE CURRENT BRIDGE OVER BITTER CREEK WASH.

WHEREAS, the Town of Clarkdale is desirous of replacing the current bridge over Bitter Creek Wash for vehicular travel and retaining the current historic bridge for pedestrian and bicycle travel; and

WHEREAS, the Town worked with Senator Ken Bennett and Representative Selina Bliss to file bills in the Arizona State Legislature to fund said project and also worked with NACOG and the Arizona Rural Transportation Advisory Council; and

WHEREAS, as part of the state budget adoption, the sum of $6,321,360 was appropriated from the state general fund in fiscal year 2023-2024 to the Department of Transportation to distribute to the Town of Clarkdale; and

WHEREAS, the activities within this agreement address the community's identified transportation and economic development needs, including the needs of businesses, the railroad and residents who have only one way to access the Bitter Creek area; and

WHEREAS, the current means of ingress and egress is a 105-year-old bridge that is considered functionally obsolete:

WHEREAS, The State is empowered by A.R.S. § 28-401 to enter into this Agreement, and

WHEREAS, The Local Agency is empowered by A.R.S. § 9-240 to enter into this Agreement,

WHEREAS, Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10 appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of $6,321,400.00 appropriated to the Local Agency to replace the current bridge over Bitter Creek Wash, (the "Project").

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Town Council of the Town of Clarkdale authorize entering into the Intergovernmental Agreement for the new bridge over Bitter Creek Wash and authorize the Mayor to sign the agreement.

Passed and adopted by the Town Council of the Town of Clarkdale on this 27th day of June 2023.

____

Robyn Prudhomme-Bauer, Mayor

ATTEST:

____

Charity Brooks, Town Clerk

APPROVED AS TO FORM:

____

Stephen Polk, Attorney

ADOT CAR No.: IGA 23-0009261-I
AG Contract No.: P0012023000924
Project Location/Name: Replace the Current Bridge Over Bitter Creek Wash
Type of Work: Bridge Replacement
TIP/STIP No.: NA
Budget Source: 2024 Legislative Appropriation Transportation Projects: General Fund (Laws 2023, 1st Regular Session, Chapter 135 Senate Bill 1722)
Appropriation No.: 2024 DT56120

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE 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" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 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. § 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. Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10 appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of $6,321,400.00 appropriated to the Local Agency to replace the current bridge over Bitter Creek Wash, (the "Project").

4. The foregoing Recitals 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. After this Agreement is executed, the State will issue a warrant to the Local Agency in the amount of $6,321,400.00 for the Project.

   b. The Local Agency will complete the Project in accordance with Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10.

   c. After Project completion, submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. 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. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

3. Cancellation. This Agreement may be cancelled at any time up to 30 days before the appropriated funds are issued, so long as the cancelling 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.

4. 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.

5. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

6. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

7. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to the Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

8. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

9. 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 in this Agreement by reference regarding “Non-Discrimination.”

10. 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.

11. 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.

12. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

13. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01 and 35-394.

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

15. 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 Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Clarkdale
Attn: Susan Guthrie
PO Box 308
Clarkdale, AZ 86324
928.639.2415
Susan.Guthrie@clarkdale.az.gov

For Project Completion:

Arizona Department of Transportation
Local Public Agency Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

Town of Clarkdale
Attn: Susan Guthrie
PO Box 308
Clarkdale, AZ 86324
928.639.2415
Susan.Guthrie@clarkdale.az.gov

For Financial Administration:

Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue
Phoenix, AZ 85007
fmscontroller@azdot.gov

Town of Clarkdale
Attn: Susan Guthrie
PO Box 308
Clarkdale, AZ 86324
928.639.2415
Susan.Guthrie@clarkdale.az.gov

16. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

17. 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.

18. Electronic Signatures. This Agreement may be singed in an electronic format using 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. § 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__________
Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By ____ Date_________________

STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012023000924 (ADOT IGA 23-0009261-I), an 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. § 28-401, 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

Staff Report

Item Number: 7.C.

Agenda Item: **Second Amendment to the Re-Statement of Development Agreement - Crossroads at Mingus**
Consider and act upon the approval of the Second Amendment to Re-statement of the Crossroads at Mingus Development Agreement regarding Tract K Park.

Staff Contact: Ruth Mayday, Community Development Director

Meeting Date: June 27, 2023

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

- Goal Area 3 - Enhance the quality and availability of parks, recreation and cultural opportunities.

Background: On April 26, 2022, Council approved an Amended Development Agreement (Amended DA), which modified language in the Re-Statement of the Development Agreement (Restated DA) approved by Town Council and dated Nov. 12, 2013, relative to the required park improvements for the Tract K Park (Park).

At that time, the Re-Stated DA was an agreement reached between the Town of Clarkdale and PTM Enterprises, successor developer to Verde Highlands LLC, and Land Design Group LLC, which set forth development requirements for the construction of sewer, water, and other improvements that would be built by the developer and upon acceptance by the Town, be turned over to the Town for perpetual maintenance.

Among those improvements are the construction of a developed park on Tract K; the terms of the Re-Stated DA required construction to be completed "Prior to issuance by the Town of the 129th residential building permit on the Property or prior to the sale by the Developer of the 129th lot; whichever first occurs. No building permits beyond the 128th lot shall be issued on the Property until park improvements for Tract K are accepted for dedication by the Town."

In April 2022, Staff asked Council to amend the existing agreement to allow for more time to complete the park improvements while still allowing for homes to be constructed. The amendment extended the completion date to April 12, 2023, allowing for an additional year to complete improvements and provided a date certain rather than staff and the developer counting lot sales.

As the amended completion date approached this year, progress on the construction of the Track K Park had still not been made. Staff reached out to the developer advising that permitting would not continue in accordance with prior agreements. Staff then entered into negotiations with the developer to once again amend the agreement to allow more time for the completion of the park. A summary of key provisions of the Second Amendment to the Re-Statement of Development Agreement – The Crossroads at Mingus include the following:

1). All improvements to the Park on Tract K (the"Tract K Park") shall be installed and completed by the Developer no later than June 1, 2024 (the "Outside Completion Date").

2). The Developer shall construct the Tract K Park improvements identified and described in Exhibit A attached to the First Amendment.

3). The Developer shall maintain the landscaping, irrigation system, and improvements on Tract K Park for a period of four (4) years from the date of acceptance by the Town of the dedication of Tract K Park. The Town shall maintain such landscaping, irrigation system, and improvements beyond the four (4) year period.

4). The Developer represents that the Tract K Park improvements can be constructed and completed for $521,901.80, and to this end, Developer has entered into a Guaranteed Maximum Price Construction Contract with TC Excavation, LLC, dated June 12, 2023 (the "GMP Contract"). The Developer shall deliver to the Town, a letter of credit naming the Town as the beneficiary, issued by JPMorgan Chase, N.A., in the amount of $626,282.16, which is 120% of the estimated, remaining cost of the Tract K Park construction. The Town shall not resume issuance of permits until such time that the signed letter of credit is received.

5). Developer shall pay to the Town its attorney's fees incurred in the negotiation of this Amendment, and related matters, in the amount of $2,900. Said payment shall be made within twenty (20) days from the date of execution of this Amendment by the parties.

Budget Impact: No budget impact.

Recommendation: Staff recommends the Council approve the Second Amendment to the Re-Statement of Development Agreement - The Crossroads at Mingus.

WHEN RECORDED, RETURN TO:

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

SECOND AMENDMENT TO RE-STATEMENT OF DEVELOPMENT AGREEMENT THE CROSSROADS AT MINGUS (FORMERLY VERDE HIGHLANDS, LLC AND CLIFFROSE)

THIS SECOND AMENDMENT TO RE-STATEMENT OF DEVELOPMENT AGREEMENT, THE CROSSROADS AT MINGUS (the "Amendment") is entered into pursuant to Arizona Revised Statutes § 9-500.05 as of the 20th day of June, 2023, by and between PTM ENTERPRISES, LLC, an Arizona limited liability company ("Developer") and the TOWN OF CLARKDALE, a municipal corporation of the State of Arizona (the "Town").

RECITALS

A. The Town and Developer entered into that RE-STATEMENT OF DEVELOPMENT AGREEMENT, THE CROSSROADS AT MINGUS, dated November 12, 2013, and caused it to be recorded in the Official Records of the Yavapai County Recorder at Misc. 2014-0000067, on January 2, 2014, as amended by that FIRST AMENDMENT TO RE-STATEMENT OF DEVELOPMENT AGREEMENT, THE CROSSROADS AT MINGUS, dated April 26, 2022, and recorded May 11, 2023, as Instrument No. 2023-0020259, Official Records of the Yavapai County Recorder (the "First Amendment") (as amended, the "Development Agreement").

B. The parties desire to amend the Development Agreement to address, among other things, the provisions regarding the timing and improvement for the Park to be created on Tract K of the Property, and the provision of financial assurance by Developer for the benefit of the Town.

C. Developer and the Town acknowledge that this Amendment advances the development of the Property by allowing for the continuing development of the Property without adversely affecting the obligations of Developer to improve, construct and dedicate such Park.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, it is agreed as follows:

AGREEMENT

1. This Amendment amends the Development Agreement as set forth below. Except as specifically amended hereby, the parties confirm that the Development Agreement remains

binding and enforceable in accordance with its terms. Capitalized terms not otherwise defined herein shall have the meanings provided in the Development Agreement.

2. Section 17.3 of the Development Agreement is hereby amended in its entirety to read as follows:

17.3 **Construction - Tract K Park**. All improvements to the Park on Tract K (the "Tract K Park") shall be installed and completed by the Developer no later than **June 1, 2024** (the "Outside Completion Date").

17.3.1 **Improvements – Tract K Park**. The Developer and the Town agree that the Developer shall construct the Tract K Park improvements identified and described in **Exhibit A** attached to the First Amendment, which plans were approved previously by the Town, and describe the required improvements to be constructed or installed by the Developer. Developer shall construct all improvements in accordance with applicable Town Code, in effect as of the date of the issuance of the applicable permits.

17.3.2 **Maintenance - Tract K Park**. The Developer shall maintain the landscaping, irrigation system, and improvements on Tract K Park for a period of four (4) years from the date of acceptance by the Town of the dedication of Tract K Park. The Town shall maintain such landscaping, irrigation system, and improvements beyond the four (4) year period.

17.3.4 **Financial Assurance - Construction**. The Developer represents that the Tract K Park improvements can be constructed and completed for $521,901.80, and to this end, Developer has entered into a Guaranteed Maximum Price Construction Contract with TC Excavation, LLC, dated June 12, 2023 (the "GMP Contract"). The Developer shall deliver to the Town, a letter of credit naming the Town as the beneficiary, issued by JPMorgan Chase, N.A., in the amount of **$626,282.16**, which is 120% of the estimated, remaining cost of the Tract K Park construction (the "Letter of Credit"), to be held by the Town until the completion of the Tract K Park construction, and the acceptance of the dedication thereof by the Town. In the event the Developer either (i) fails to complete the construction of the Tract K Park improvements by the Outside Completion Date, or (ii) abandons the construction work on the Tract K Park for thirty (30) consecutive days, and in either event, the Developer does not commence and thereafter pursue with diligence, the construction work (and the completion thereof) on the Tract K Park within fifteen (15) days following written notice from the Town, then the Town may proceed to collect the proceeds on the Letter of Credit, and use such proceeds to pay for the completion of the construction. The parties agree – and the Letter of Credit shall so state - that the sole requirement for the Town to collect the proceeds of the Letter of Credit is a written statement signed by the Town Manager that the Developer is in default and the Town is entitled to the proceeds. The Town may assume the GMP Contract, in its sole discretion. The Town shall account for the funds expended to complete the Tract K Park improvements and shall remit to the Developer any remaining or unused proceeds. In the event the funds are insufficient to complete construction of the Tract K Park improvements, Developer shall be liable for any additional costs of completion. In the event of default of Developer and written demand by the Town, Developer shall within ten (10) days dedicate Tract K Park to the Town.

17.3.5 **Permits**. The Town agrees to process and administer all permits (and applications thereof), in accordance with normal protocol, for all construction projects at the Property (whether related to the Tract K Park or any other portion or lot at the Property, regardless of the owner of the subject portion or lot). However, in the event the Town is entitled to collect the Letter of Credit as described in Section 17.3.4, above, then no permits will be processed for either the Developer or its affiliates, and the Developer and its affiliates shall be prohibited from selling any lots of the Property; this prohibition would apply to all lots owned by the Developer or its affiliates in the subdivision at the time of default, until the Tract K Park improvements are completed and the Tract K Park is dedicated to the Town.

17.3.6 **Financial Assurance – Maintenance**. Following the acceptance by the Town of the dedication of the Tract K Park, and as a condition to the acceptance of the dedication, the Developer will provide a letter of credit, in the amount estimated to be 120% of the amount required to maintain the landscaping, irrigation system, and improvements, on behalf the Town, for the remaining time of such obligation of the Developer, as imposed above. Each year, the face amount of the Letter of Credit shall be subject to adjustment to recognize the shorter remaining term of such maintenance obligation, and any change in the estimated cost for such responsibilities. The Town may negotiate and collect the proceeds of the letter of credit, and apply such proceeds to discharge the Developer's obligations, if the Developer fails to perform such maintenance obligations to a reasonable standard, and such failure continues thirty (30) days following notice from the Town to the Developer.

3. Section 17.4 of the Development Agreement is hereby deleted and rendered unenforceable.

4. Developer shall pay to Town its attorney's fees incurred in the negotiation of this Amendment, and related matters, in the amount of $2,900. Said payment shall be made within twenty (20) days from the date of execution of this Amendment by the parties.

5. Nothing in this Amendment shall be construed or interpreted as relieving, diminishing, or otherwise obviating the Developer of any responsibility, obligation, liability or duty it has or may hereafter have under any applicable federal, state, or local law, regulation, or ordinance pertaining to the environment, including, without limitation, those concerning hazardous substances, waste management, air and water quality, wildlife conservation, and land use.

6. The Developer shall at all times comply with all applicable environmental laws, regulations, and guidelines and shall obtain, maintain and comply with all necessary consents,

permits, and authorizations required by such laws and regulations in relation to the development, including those related to the prevention of pollution and the protection of the environment.

7. The Developer shall promptly notify the Parties of any alleged or actual violation of any environmental laws, regulations or guidelines, or any environmental claim or proceeding relating to the development or Developer's operations, and shall take all reasonable steps necessary to rectify such violation or to comply with the relevant environmental laws, regulations or guidelines.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above written.

TOWN:

TOWN OF CLARKDALE, an Arizona municipal corporation

By:_________________________________
Robyn Prud'homme-Bauer, Mayor

ATTEST:

____
Charity Brooks, Town Clerk

APPROVED AS TO FORM:

____
Stephen Polk, Town Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this _____ day of __________, 2023, by __________________, Mayor of the TOWN OF CLARKDALE, ARIZONA, an Arizona municipal corporation, for and on behalf thereof.

____
Notary Public

My Commission Expires:

____

DEVELOPER:

PTM Enterprises, LLC, an Arizona
limited liability company

By:
Printed Name: John M. Tobias
Its: Managing Member

STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this 20th day of June, 2023, by John M. Tobias, the Managing Member of PTM ENTERPRISES, limited liability company, for and on behalf thereof.

Lindsey Cabrera
Notary Public

My Commission Expires:
12-20-2026

LINDSEY CABRERA
Notary Public - Arizona
Yavapai County
Commission # 639788
My Comm. Expires Dec 20, 2026

LETTER OF CREDIT (LC) DRAFT LANGUAGE SUGGESTION

THIS LC DRAFT IS PROVIDED AS A SUGGESTION AT YOUR REQUEST AND THERE IS NO OBLIGATION ON OUR PART DESPITE OUR ASSISTANCE IN THE PREPARATION OF THIS LC DRAFT. THIS LC DRAFT IS NOT TO BE CONSTRUED AS EVIDENCE OF A COMMITMENT ON OUR PART TO ISSUE OR ADVISE ANY SUCH LC'S WITH THIS LC LANGUAGE IN THE FUTURE. IT IS THE APPLICANT/OBLIGOR'S DECISION WHETHER OR NOT TO ACCEPT THE SUGGESTED LC DRAFT LANGUAGE APPROVED AS ISSUED.

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER __________ DATED: June ___, 2023

AMOUNT: USD ___________

EXPIRATION DATE: June ___, 2024, AT OUR COUNTER AT THE REQUEST AND ON THE INSTRUCTIONS OF **PTM ENTERPRISES, LLC**, an Arizona limited liability company ("ACCOUNT PARTY"), WE HEREBY ESTABLISH IN FAVOR OF **THE TOWN OF CLARKDALE**, an Arizona municipality, ITS SUCCESSORS BY OPERATION OF LAW ("BENEFICIARY") THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. _______, IN THE AGGREGATE AMOUNT OF USD $______________ WHICH WE UNDERSTAND IS IN CONSIDERATION OF AN AMENDMENT TO A DEVELOPMENT AGREEMENT, BY AND BETWEEN THE ACCOUNT PARTY AND THE BENEFICIARY.

1. SUBJECT TO THE FURTHER PROVISIONS OF THIS LETTER OF CREDIT, ONE OR MORE DRAWINGS MAY BE MADE BY BENEFICIARY HEREUNDER BY PRESENTATION OF THE FOLLOWING TO US AT JPMORGAN CHASE BANK, N.A., 10410 HIGHLAND MANOR DRIVE, 3RD FLOOR, TAMPA, FLORIDA 33610-9128, ATTN: TRADE OPERATIONS - STANDBY LCS. EACH SUCH DRAWINGS SHALL BE MADE WITH THE PRESENTMENT OF THE FOLLOWING:

(A) A CERTIFICATE IN THE FORM ATTACHED AS EXHIBIT A HERETO SIGNED BY ONE WHO STATES THEREIN THAT S/HE IS A DULY AUTHORIZED REPRESENTATIVE OF BENEFICIARY, AND DATED THE DATE SUCH CERTIFICATE IS PRESENTED HEREUNDER, AND

(B) A DRAFT IN THE FORM ATTACHED AS EXHIBIT B HERETO
(I) DRAWN BY, AND PAYABLE TO BENEFICIARY
(II) BEARING THE NUMBER OF THIS LETTER OF CREDIT,
(III) DATED THE DATE OF THE CERTIFICATE REFERRED TO IN CLAUSE (A) ABOVE, PRESENTED WITH SUCH DRAFT AND
(IV) HAVING INSERTED THEREIN WHERE INDICATED A DOLLAR AMOUNT NOT IN EXCESS OF THE AGGREGATE MAXIMUM AMOUNT THEN DRAWABLE UNDER THIS LETTER OF CREDIT

2. THIS LETTER OF CREDIT SHALL EXPIRE ON JUNE ___, 2024.

3. THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED OR AMENDED IN ANY MANNER, UNLESS IN WRITING AND WITH BENEFICIARY'S PRIOR CONSENT. WE ACKNOWLEDGE THAT OUR OBLIGATIONS HEREUNDER TO THE BENEFICIARY ARE UNCONDITIONAL, EXCEPT AS SET FORTH HEREIN AND REPRESENT OUR INDEPENDENT OBLIGATIONS TO THE BENEFICIARY.

4. THIS LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE TERMS OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600. COMMUNICATIONS WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE ADDRESSED TO US AT OUR ADDRESS LISTED ABOVE, SPECIFICALLY REFERRING TO THE NUMBER OF THIS LETTER OF CREDIT.

5. WE AGREE TO PAY ON SIGHT DRAFTS DULY PRESENTED BY BENEFICIARY HEREUNDER BY PAYMENT TO BENEFICIARY DIRECTLY OR TO ANY ACCOUNT OF BENEFICIARY AT ANY BANK DESIGNATED BY BENEFICIARY NOTWITHSTANDING ANY CLAIMS BY THE ACCOUNT PARTY OR CUSTOMER, OF ILLEGALITY, UNENFORCEABILITY OR FRAUD IN CONNECTION WITH THE TRANSACTION WITH RESPECT TO WHICH THIS LETTER OF CREDIT WAS ISSUED. BENEFICIARY SHALL DESIGNATE SUCH ACCOUNT UPON PRESENTATION OF THE DRAFT. WE HEREBY UNDERTAKE TO HONOR ANY DRAFTS DRAWN UNDER AND PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT AND AGREE TO PAY THE AMOUNT OF ALL SUCH DRAFTS THAT ARE PRESENTED ON A BUSINESS DAY IN IMMEDIATELY AVAILABLE FUNDS PRIOR TO 5:00 P.M. ON THE THIRD (3RD) SUCCEEDING BUSINESS DAY. AS USED HEREIN, BUSINESS DAY MEANS ANY DAY ON WHICH COMMERCIAL BANKS ARE NOT AUTHORIZED OR REQUIRED TO CLOSE IN THE CITY AT WHICH PRESENTATION TO US IS MADE AND A DAY ON WHICH INTER-BANK PAYMENTS CAN BE EFFECTED ON FEDWIRE SYSTEM AND ALL REFERENCES HEREIN TO A PARTICULAR TIME OF DAY SHALL BE TO THE TIME OF DAY IN SUCH CITY. IF A DEMAND FOR PAYMENT MADE BY BENEFICIARY HEREUNDER ON OR BEFORE THE EXPIRATION DATE DOES NOT, IN ANY INSTANCE, CONFORM TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, WE SHALL SEND BENEFICIARY PROMPT NOTICE THAT ITS PURPORTED NEGOTIATION OF THIS LETTER OF CREDIT WAS NOT EFFECTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, STATING THE REASONS THEREFOR AND THAT WE ARE RETURNING THE DOCUMENTS TO BENEFICIARY

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS STANDBY LETTER OF CREDIT QUOTING
OUR REFERENCE ___________________________
JPMORGAN CHASE BANK, N.A.
ATTN: TRADE OPERATIONS - STANDBY LCS
10410 HIGHLAND MANOR DRIVE, FLOOR 03
TAMPA, FL 33610-9128

YOURS FAITHFULLY,
JPMORGAN CHASE BANK, N.A.
SIGNATURE, PRINTED NAME AND TITLE OF AUTHORIZED OFFICER

EXHIBIT A
TO IRREVOCABLE STANDBY LETTER OF CREDIT XXXXXX
CERTIFICATE

TO:
JPMORGAN CHASE BANK, N.A.
ATTN: TRADE OPERATIONS - STANDBY LCS
10410 HIGHLAND MANOR DRIVE, FLOOR 03
TAMPA, FL 33610-9128

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF BENEFICIARY, HEREBY CERTIFIES AS FOLLOWS WITH RESPECT TO THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT NO. XXXXXX, ("LETTER OF CREDIT"}, ISSUED BY JPMORGAN CHASE BANK, N.A. IN FAVOR OF THE TOWN OF CLARKDALE, AN ARIZONA MUNICIPALITY, ITS SUCCESSORS BY OPERATION OF LAW ("BENEFICIARY"):

1. PTM ENTERPRISES, LLC, an Arizona limited liability company ("CUSTOMER"), IS IN DEFAULT OF, OR HAS FAILED TO PAY OR PERFORM UNDER THE TERMS OF THE DEVELOPMENT AGREEMENT FOR THE HIGHLANDS, BY AND BETWEEN BENEFICIARY AND THE CUSTOMER, AND ANY AMENDMENTS OR SUPPLEMENTS THERETO AND ANY GUARANTEES, DOCUMENTS OR AGREEMENTS EXECUTED IN CONNECTION THEREWITH, AND/OR

2. THE LETTER OF CREDIT HAS NOT BEEN EXTENDED OR REPLACED OR, ACCOUNT PARTY HAS FAILED TO PROVIDE SUFFICIENT PROOF TO BENEFICIARY THAT THE LETTER OF CREDIT WAS EXTENDED OR REPLACED, WITHIN THIRTY (30) DAYS PRIOR TO ITS EXPIRATION DATE, WITH ANY EXTENSION OR REPLACEMENT IN A FORM AND IN SUBSTANCE AND FROM A BANK SATISFACTORY TO BENEFICIARY.

3. THE AMOUNT OF THE DRAFT PRESENTED WITH THIS CERTIFICATE DOES NOT EXCEED THE AGGREGATE MAXIMUM AMOUNT DRAWABLE UNDER THE LETTER OF CREDIT AS PROVIDED THEREIN.

N WITNESS WHEREOF, THIS CERTIFICATE HAS BEEN EXECUTED ON ___________ 20__

BY: ___________
AUTHORIZED REPRESENTATIVE FOR THE TOWN OF CLARKDALE, THE BENEFICIARY

EXHIBIT B
TO IRREVOCABLE STANDBY LETTER OF CREDIT

DATE: ________
PAY ON PRESENTMENT TO THE ORDER OF: THE TOWN OF CLARKDALE ("BENEFICIARY")
THE SUM OF ______ AND 00/100 UNITED STATES DOLLARS (USD __).
DRAWN ON:
JPMORGAN CHASE BANK, N.A.
ATTN: TRADE OPERATIONS - STANDBY LCS
10410 HIGHLAND MANOR DRIVE, FLOOR 03
TAMPA, FL 33610-9128

REFERENCE: IRREVOCABLE STANDBY LETTER OF CREDIT NO.XXXXXX

WE HEREBY AGREE AND HAVE VERIFIED THE BENEFICIARY IS ALSO IN AGREEMENT WITH THE ABOVE DRAFTED LETTER OF CREDIT FORMAT. WE REQUEST JPMORGAN CHASE BANK, N.A. TO ISSUE THE LETTER OF CREDIT AS ABOVE DRAFTED AND APPROVED AS ISSUED.

SIGNATURE: ____
(AUTHORIZED SIGNATURE)
PRINTED NAME: ____
(PRINT AUTHORIZED SIGNOR'S NAME)
TITLE: ____
DATE: ______________________________

CONSTRUCTION CONTRACT
(GUARANTEED MAXIMUM AMOUNT)

THIS CONSTRUCTION CONTRACT (as from time to time amended, this "Contract") is made as of June 12, 2023, by and between TC EXCAVATING, LLC, an Arizona limited liability company ("Contractor"), and PTM ENTERPRISES, LLC, an Arizona limited liability company ("Owner").

WITNESSETH:

Contractor and Owner, in consideration of the mutual covenants and agreements contained herein, hereby agree as follows:

1. **Scope of Work**. Owner engages Contractor to construct a park on Tract K of THE CROSSROADS AT MINGUS (the "Park"), together with related site improvements (collectively, the "Improvements" or "Project") on the Owner's site described on Exhibit A (the "Land"). Contractor will furnish all of the material and perform or cause to be performed all of the work necessary for the construction of the Improvements (the "Work") substantially in accordance with the construction documents described in Exhibit B attached hereto and incorporated herein (together with any Change Orders (as defined below) hereafter adopted, the "Plans and Specifications"). This Contract and the Plans and Specifications, together with all Change Orders (as defined in Section 6.2) and all amendments and other modifications to the foregoing documents and to this Contract hereafter adopted, are referred to herein collectively as the "Contract Documents." Owner and Contractor have each approved the Plans and Specifications by signing and/or initialing the Plans and Specifications and retaining a copy thereof. The "Architect" for the Project is Stephen Biasini, Registered Landscape Architect #14147. Owner agrees to furnish, in a timely manner, information required by the Contractor. The Contractor shall be entitled to rely on the accuracy of all information furnished by the Owner subject to the qualifications in this Contract.

2. **Time of Completion**. Time is of the essence of this Contract. The Contractor shall commence the Work within ten (10) days after receipt of a written notice to proceed from Owner. The parties agree that the notice to proceed has been provided. If Contractor is delayed in the progress of the Work by (a) any act or neglect of Owner, or by Owner's failure to take any action within the applicable time period specified in this Contract, or by changes ordered in the Work by Owner (collectively, "Owner Delay"), or (b) by acts of God, strikes, lockouts (not initiated by Contractor), unusual or unexpected site conditions, labor disputes (excluding labor disputes involving only Contractor's own forces and not those of any subcontractor), unusually adverse weather, fire or other casualty, delay in transportation, fuel, material or labor shortages, changes in governmental regulations or requirements occurring after the date of this Contract, the remediation or correction of unforeseeable Project site or other unforeseeable soils conditions (including, without limitation, dewatering, rock excavation, environmental conditions or archeological sites or ruins) but only to the extent of conditions not anticipated under the Contract Documents, or by any other causes beyond Contractor's control, but excluding any events that could reasonably have been avoided by efficient and competent project management or supervision by Contractor (collectively, "Force Majeure Events"), then the time allowed in this Contract to attain Substantial Completion of the Work (the "Contract Time") will be extended by a period equal to any actual delay in the progress of the Work that

Contractor can reasonably establish was caused by an Owner Delay or a Force Majeure Event (such delay is referred to in this Contract as "Excused Delay").

2.1 Substantial Completion. "Substantial Completion" (or any similar variant thereof) for a portion of the Work will be deemed to have occurred upon (i) the issuance of either a certificate of occupancy or a temporary certificate of occupancy or equivalent approval by the Town of Clarkdale allowing the use of the Work ("Certificate of Occupancy"), (ii) acceptance of such portion of the Work by Contractor's quality control representative, and (iii) the issuance by the Architect of a Certificate of Substantial Completion (AIA Document G704), subject only to the Punchlist Items (as defined below), for such portion of the Work. In general, upon Substantial Completion, all utilities will be installed and operational and the only remaining Work will be minor in nature and will not materially or unreasonably interfere with or preclude the use of the Project. Seven (7) business days prior to the anticipated date of Substantial Completion of a portion of the Work, Contractor will prepare and submit to Owner a list of items of the Work to be completed or corrected ("Punchlist Items"). Within three (3) business days after receipt of Contractor's list of Punchlist Items, Architect and Owner will make an inspection to determine whether any item of the Work not included on Contractor's list is incomplete or needs to be corrected, and if so, will deliver written notice thereof to Contractor and such items will be added to the Punchlist Items; provided that if Contractor disagrees with Owner's assessment, Contractor may submit the issue to the Architect for resolution and the Architect's decision will be determinative; provided, however, if either Owner or Contractor disagrees with the decision of the Architect, either Owner or Contractor may submit such matter to arbitration in the manner described in Section 9.31 within ten (10) days following the Architect's decision. Contractor shall proceed promptly to complete and correct any Punchlist Items as established in accordance with this Section 2.1. Contractor will use all reasonable efforts to complete any Punchlist Items identified pursuant to this Section within forty-five (45) days after Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the portion of the Work to which such warranties relate.

2.2 Final Completion. "Final Completion" of the Work will occur when all of the Work has achieved Substantial Completion and all of the Punchlist Items have been completed or corrected.

3. Contract Sum and Guaranteed Maximum Amount.

3.1 Contract Sum. Owner will pay Contractor for the performance of the Work, subject to the provisions of Section 3.2 below, **$521,901.80** (the "Contract Sum"). The payments for the Contract Sum are payable in amounts proportionate to the percentage of the Work that has been completed.

3.2 Guaranteed Maximum Amount. The maximum cost to Owner for the Contract Sum is guaranteed not to exceed the Guaranteed Maximum Amount. The "Guaranteed Maximum Amount" is **$521,901.80**, subject to authorized adjustments as provided in this Contract and the other Contract Documents. If the aggregate amount of the Contract Sum billed by Contractor exceeds the Guaranteed Maximum Amount, Contractor shall bear such excess. Whenever the term Guaranteed Maximum Amount is used in this Contract, it is intended to mean the amount stated as the Guaranteed Maximum Amount in this Section 3.2 as adjusted for the net amount of all increases and decreases allowed through adjustments authorized by the Contract Documents. If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a subcontractor or any other person for whom they are responsible, the Guaranteed Maximum Amount shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

3.3 **Cost Savings**. At Final Completion, if the sum of the actual Contract Sum is less than the Guaranteed Maximum Amount, then all of such savings will accrue to Owner. Such savings will be conditionally allocated to Owner as described above upon delivery of and payment of the final payment pursuant to Section 4.3 below. If any warranty costs are incurred by Contractor after allocation of such savings to Owner, which warranty costs are to be included in the Contract Sum pursuant to this Contract, then Owner will reimburse Contractor for such warranty costs up to a maximum aggregate amount equal to the savings previously conditionally allocated to Owner.

3.4 **Record of Costs**. Contractor will keep accurate and detailed records of all amounts paid or costs incurred by Contractor on account of the Contract Sum, except as to Work, if any, performed on a fixed price basis. Owner will have the right to inspect and audit such records from time to time, upon reasonable prior written notice to Contractor, at Owner's expense.

4. Payment of Contract Sum.

4.1 **Monthly Payments**. Contractor shall provide a Schedule of Values for use in billing. Applications for payment will be made by Contractor no more frequently than monthly, on or about the 20th day of the month for Work performed from the date of the last application through the date of such application. Applications for payment shall be submitted using AIA G702 and G703 forms, or substantially equivalent forms. Owner will make monthly payments under this Contract on an application for payment on or after the 30th day of the month following receipt of such application for payment from Contractor (including all supporting information and documents as required below in this Section 4.1). Payments hereunder shall be made as follows:

4.1.1 Until fifty percent (50%) of the Work is completed, Owner will make payments to Contractor equal to ninety percent (90%) of the value of the Work completed, based upon the value of labor, services and materials incorporated in the Work as reflected in the Schedule of Values (on a percentage complete basis), plus cost of materials suitably stored at the site up to the date of the related application for payment, less the aggregate amount of payments previously made by Owner to Contractor. Payments for the foregoing shall be released only upon delivery to and suitable storage of such materials at the Project site.

4.1.2 After fifty percent (50%) of the Work is completed, Owner will make payments to Contractor equal to one hundred percent (100%) of the value of the Work completed, based upon the value of labor, services and materials incorporated in the Work as reflected in the Schedule of Values (on a percentage complete basis), plus cost of materials stored at the site up to the last day of the preceding month, less the aggregate amount of payments previously made by Owner to Contractor and less the retainage withheld by Owner pursuant to Section 4.1.1.

4.1.3 Along with each application for payment to Owner or contemporaneously with payment, Contractor will deliver to Owner (a) conditional lien waivers from Contractor and all subcontractors for all Work for which payment is being requested in such application and (b) unconditional lien waivers from Contractor and all subcontractors for all Work which was paid for by Owner for the preceding application for payment. All such lien waivers shall be on forms required or sufficient under the laws of the state in which the Land is located. .

4.2 Punchlist Items. If Punchlist Items remain to be completed, Contractor and Owner will review such items and Contractor will complete such items in accordance with Section 2.1 above. Owner may retain one hundred fifty percent (150%) of the estimated cost of completing any Punchlist Item, provided that such Punchlist Items are listed separately and the estimated cost of completing each item is likewise listed separately. The cost of completing Punchlist Items will be reasonably estimated by Contractor subject to Owner's review and approval, which approval will not be unreasonably withheld or delayed. If Contractor and Owner do not agree on the cost, either of them may submit the issue to the Architect for resolution and the Architect's decision will be determinative; provided, however, if either Owner or Contractor disagrees with the decision of the Architect, either Owner or Contractor may submit such matter to arbitration in the manner described in Section 9.31 within ten (10) days following the Architect's decision. Owner will pay to Contractor the amount retained for each completed Punchlist Item upon monthly applications therefor in the manner provided in Section 4.1.

4.3 Final Payment. Full payment of the Contract Sum (including retentions not previously released) will be due and payable upon Final Completion of the Work. Contractor's application for such final payment will be accompanied by the following:

4.3.1 A copy of the final, unconditional Certificates of Occupancy (or equivalent) for all of the Improvements.

4.3.2 Contractor's written affidavit that Contractor will make from the final payment once received payment to all of its subcontractors on account of all payrolls, bills for materials and equipment and other indebtedness connected with the Work; provided that if for good cause Contractor has not paid a particular subcontractor, Owner may hold back one hundred fifty percent (150%) of the aggregate amount of the claim of such subcontractor pending resolution of the dispute with such subcontractor, but the remainder of the amount due Contractor shall be paid.

4.3.3 A conditional waiver and release upon final payment from Contractor for all Work for which payment is being requested in such application, which waiver and release will be in the form required or sufficient under the laws of the state in which the Land is located.

4.3.4 An unconditional waiver and release upon final payment from all subcontractors for all Work with respect to the Project, which waiver and release will be in the form required or sufficient under the laws of the state in which the Land is located; provided that if Contractor has obtained a conditional waiver and release from a particular subcontractor, Owner may issue and retain in Owner's offices a two-party check (made payable to Contractor and the applicable subcontractor) in an amount equal to the full payment to the applicable subcontractor, which check will be held in Owner's offices for execution by each of Contractor and the applicable subcontractor, and, upon presentation of a final, unconditional lien waiver by the applicable subcontractor, Owner will release such check to such subcontractor. In the event that, for good cause shown, Contractor has not paid a subcontractor, Contractor shall identify that subcontractor and, in lieu of a waiver and release of lien, provide Owner with a written explanation for non-payment, and in such event Owner shall not be deemed to have reason for withholding of any amount set forth in the applicable application for payment and for which a waiver and release of lien has been provided or is not required by the terms of this Contract.

4.3.5 All warranties, guaranties and record drawings required by the Contract Documents and any maintenance and operations manuals that are identified in the Contract Documents.

Final payment shall not preclude Contractor from claiming amounts subsequently incurred in respect of Warranty work, as provided herein, or amounts that Contractor has advised Owner in writing are being disputed at the time of final payment. Prior to making final payment, Owner shall have the right to examine Contractor's books and records regarding the Contract Sum and to conduct an audit thereof to determine Contractor's compliance with the terms of this Contract. After receipt of final payment, Contractor shall submit final unconditional lien waivers from Contractor and all other subcontractors and other parties claiming by, through or under Contractor with any lien rights against the Project for all Work with respect to the Project for which such final waivers were not previously delivered to Owner, all such final waivers to be in the form required or sufficient under the laws of the state in which the Land is located.

4.4 Disputed Payments. If Owner (based on the criteria for payment in this Contract) disputes the amounts requested by Contractor in any application for payment, Owner will notify Contractor in writing of such dispute, which notice shall describe the reasons for the dispute and the portion of the application for payment being disputed. If any application for payment is so disputed, Owner may withhold from payments due Contractor the amount in dispute as specified in such notice. When the reasons for withholding payment are removed, payment will be included for amounts previously withheld with the next scheduled payment due to Contractor thereafter. Owner may only withhold the disputed portion of any payment and must pay in accordance with this Contract any undisputed portion of each payment. Contractor will continue to perform the Work so long as the amount in dispute does not exceed $50,000, and Owner will continue to make all other payments that Contractor is entitled to under the terms of this Contract pending resolution of the dispute.

4.5 Liens. Provided that Owner makes timely payments as required under this Contract, Contractor shall indemnify, defend and hold harmless Owner and the Land from and against all mechanic's and materialmen's liens and stop notices, and all other liens and claims, legal or equitable, arising from Contractor's Work hereunder. If any such lien, stop notice or claim is filed by anyone claiming by, through or under Contractor, and provided that Owner has timely made all payments as required by this Contract, Contractor will, within thirty (30) days after the filing thereof, either remove and discharge the same by bond or otherwise or cause a title company to insure over such lien, stop notice or claim, or take such other action as may be acceptable to Owner to protect Owner from any loss or damage arising therefrom. If Contractor does not timely so remove, discharge or otherwise so provide Owner with protection against any such lien, stop notice or claim, Owner may pay, discharge or otherwise protect itself against the same, and Contractor shall pay to or reimburse Owner for all reasonable costs, damages, expenses and attorneys' fees that Owner may incur or pay in so dealing with any such lien, stop notice or claim.

4.6 Late Payment. If any payment to Contractor is due and is not paid by Owner on the due date, Owner will, upon written demand by Contractor (which written demand shall be given to Owner within a reasonable period of time following the due date of the delinquent payment), pay interest on the unpaid amount from and after its due date, to and including the date of payment, at the lesser of (i) two percent (2%) per annum over the prime rate of interest announced from time to time by JPMorgan Chase Bank, N.A. (or a similar institution if that bank ceases to exist or to publish such a prime rate) or (ii) the highest rate then allowed by law. The parties agree that such amounts represent a fair and reasonable estimate of the damages Contractor will incur by reason of such late payment.

5. Surety Bond. Owner agrees that no bonds are required in connection with the Work.

6. Changes in Work.

6.1 Procedure. Owner may order changes in the Work within the general scope of this Contract, consisting of additions, deletions or other revisions, with the Guaranteed Maximum Amount and Contract Time being adjusted accordingly. All such changes in the Work will be authorized by a Change Order (as defined in Section 6.2) and will be executed under the applicable conditions of the Contract Documents. If an Excused Delay occurs, or if for any other reason Contractor desires to make any changes under the Plans and Specifications, Contractor will submit a written request for an appropriate Change Order to Owner. Any such change request will include a detailed description of the facts and reasons for the Change Order, as well as Contractor's reasonable estimate of any impact of the requested changes on the Contract Time, Contract Sum and Guaranteed Maximum Amount.

6.2 Change Orders. A "Change Order" is a written order initiated by either Contractor or Owner issued after the execution of this Contract authorizing a change in the Work or an adjustment in the Guaranteed Maximum Amount or Contract Time. A Change Order must be signed by Contractor and Owner and, if a change in the Work is specified, the Architect. The Guaranteed Maximum Amount and Contract Time may be changed only by a Change Order except as otherwise expressly provided herein to the contrary, and in the event of the occurrence of an event which, pursuant to the terms of this Contract, requires an adjustment to the Guaranteed Maximum Amount or the Contract Time, each of Owner and Contractor shall be obligated to execute a Change Order reflecting such adjustment.

6.3 Cost of Changes. The cost or credit resulting from a change in the Work to be used in adjusting the Guaranteed Maximum Amount, if applicable, will be determined in one or more of the following ways:

6.3.1 By mutual acceptance of a lump sum properly itemized;

6.3.2 By unit prices stated in the Contract Documents or subsequently agreed upon by Owner and Contractor; or

6.3.3 By cost and a mutually acceptable fixed or percentage fee.

If none of the methods set forth above is agreed upon, Contractor, provided it receives a Change Order, will promptly proceed with the Work involved. The cost of such Work will then be determined on the basis of Contractor's reasonable expenditures and savings. The amount of credit to be allowed by Contractor to Owner for any deletion or change which results in a net decrease in cost will be based upon the amount of the actual net decrease in the Contract Sum. When both additions and credits are involved in any one change, any increase or decrease in the Contract Sum and Guaranteed Maximum Amount will be computed on the basis of the net increase or decrease, as applicable.

7. Correction of Work.

7.1 Defective Work During Construction. If during the period of construction of the Work is determined not to be in substantial conformance with the Plans and Specifications (any portion of the Work that is not in substantial conformance with the Plans and Specifications is called "Defective Work"), Contractor will commence to correct such Defective Work promptly after Contractor receives notice thereof and will diligently pursue to completion correction of the Defective Work. If Owner through inspection or otherwise becomes aware of any Defective Work, Owner will immediately give Contractor written notice of such Defective Work, which notice will state with specificity the nature of the alleged Defective Work and Owner's rationale for why it considers such Work to be Defective Work. If Owner and Contractor disagree on whether a portion of the Work is Defective Work, either Owner or Contractor may submit the dispute to the Architect for resolution, and the decision of the Architect will be determinative; provided, however, if either Owner or Contractor disagrees with the decision of the Architect, either Owner or Contractor may submit such matter to arbitration in the manner described in Section 9.31 within ten (10) days following the Architect's decision.

7.2 Cost of Correction. Contractor will use all reasonable efforts to cause Defective Work to be corrected and completed by (or at the expense of) any subcontractors who may be responsible therefor without additional cost to Contractor or Owner. If any costs of such correction or completion are incurred by Contractor and cannot be recovered from subcontractors despite the exercise of such reasonable efforts by Contractor, such costs will be included in the Contract Sum (subject to the Guaranteed Maximum Amount) and reimbursed to Contractor as such, regardless of whether the costs are incurred before or after Final Completion. Notwithstanding the foregoing, costs for correcting or completing Defective Work caused by the gross negligence or willful misconduct of Contractor will not be included in the Contract Sum.

7.3 Owner's Right To Correct Defective Work. If Contractor fails to promptly commence and thereafter diligently proceed to correct any Defective Work discovered during the period of construction, and if such failure continues for more than twenty (20) days after written notice from Owner, then Owner may, in its sole discretion, correct such Defective Work so that the Work substantially complies with the requirements of the Plans and Specifications. Contractor shall be responsible for all reasonable cost and expense incurred by Owner in implementing correction of Defective Work, and the Contract Sum shall be appropriately adjusted to reimburse Owner for such cost and expense.

7.4 Contractor's Warranty. Contractor warrants to Owner that materials and equipment furnished under the Contract Documents will be new when installed unless otherwise required or permitted by the Contract Documents and that the Work will be free from Defective Work. Contractor's warranty given under this Section 7.4 (the "Warranty") shall be for a period of twelve (12) months (the "Warranty Period") after Substantial Completion of the Project; provided, however, that in no event will any of the Work be deemed to have achieved Substantial Completion for purposes of this Section 7.4 until such time as the Architect has issued a Certificate of Substantial Completion for the Project. Contractor shall, promptly following receipt of written notice from Owner during the Warranty Period, repair or replace any such Defective Work. Owner will allow Contractor a reasonable period of time to complete such repair or replacement prior to pursuing any remedy that may be available to the Owner with respect to any failure by Contractor to repair or replace such Defective Work. The Warranty excludes any damage or defect caused by abuse, modification, improper or insufficient maintenance, improper operation, improper installation of additional improvements by Owner, or other causes not attributable to Contractor, and Owner is required to perform routine and appropriate regular maintenance during the Warranty Period. If a claim for the repair or replacement of any Defective Work under the Warranty is timely delivered to Contractor but is not resolved within the Warranty Period, Owner must commence any action based upon such claim not later than one hundred eighty (180) days after the end of the Warranty Period or such action is thereafter deemed waived by Owner.

7.5 Limitation on Warranties. CONTRACTOR'S LIABILITY UNDER THE WARRANTY FOR DEFECTIVE WORK SHALL BE LIMITED TO CORRECTION OF THE DEFECTIVE WORK ON THE TERMS PROVIDED IN THIS ARTICLE 7. CONTRACTOR SHALL NOT BE REQUIRED TO CORRECT DEFECTIVE WORK UNDER THE WARRANTY EXCEPT TO THE EXTENT THAT NOTICE OF THE EXISTENCE OF THE DEFECTIVE WORK WAS DELIVERED TO CONTRACTOR WITHIN THE APPLICABLE WARRANTY PERIOD STATED IN SECTION 7.4. ENFORCEMENT OF THE WARRANTY AS PROVIDED IN THIS ARTICLE 7 IS OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST CONTRACTOR FOR ANY DEFECT IN THE WORK, AND OWNER (FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF THE PROJECT) HEREBY EXPRESSLY WAIVES ANY AND ALL OTHER WARRANTIES (EXPRESS, IMPLIED OR STATUTORY), INCLUDING ANY WARRANTY OF WORKMANSHIP, SUITABILITY FOR INTENDED USE OR HABITABILITY TO THE EXTENT THE SAME WOULD ALLOW GREATER RECOURSE AGAINST CONTRACTOR THAN PROVIDED IN THIS ARTICLE 7. THE LIMITATIONS IN THIS SECTION 7.5 ARE AN INTEGRAL PART OF THIS CONTRACT, AND OWNER ACKNOWLEDGES THAT CONTRACTOR WOULD NOT HAVE ENTERED INTO THIS CONTRACT OR AGREED TO PERFORM THE WORK FOR THE CONSIDERATION ALLOWED BY THIS CONTRACT HAD SUCH PROVISIONS NOT BEEN A PART OF THIS CONTRACT.

7.6 Contractor's Opportunity to Correct. In any circumstance in which Owner makes a claim seeking repair or replacement of defective or nonconforming Work (whether such claim is based on warranties provided in this Agreement or otherwise), Contractor will be given an opportunity to correct the defective or nonconforming Work before Owner pursues other remedies, including correcting the defective or nonconforming Work itself or with another contractor. If Contractor fails to commence and continue with diligence and promptness correction of any defective or nonconforming Work within a reasonable period of time after receipt of written notice from Owner, then Owner may, without prejudice to any other remedies Owner may have, correct such defective or nonconforming Work or engage another contractor to do so. In such case Owner will be entitled to recover from Contractor the reasonable cost of correcting such defective or nonconforming Work, including Owner's expenses and compensation for architectural, engineering and similar services made necessary by such defective or nonconforming Work.

7.7 Assignment of subcontractor Warranties. In addition to the Warranty, Contractor will obtain from the subcontractors and materialmen, in favor of Owner, all warranties and guaranties required by the Contract Documents. Upon Final Completion of the Work, Contractor will assign to Owner all assignable warranties and guaranties that relate to the Work. In the event any of the warranties and guaranties relating to the Work are not assignable to Owner, Contractor shall, for the life of such warranty, cooperate with Owner in enforcing same for the benefit of Owner. Notwithstanding such assignment, during the Warranty Period, Contractor will have the non-exclusive right to enforce such warranties and guaranties so long as Contractor is pursuing the repair or replacement of any Defective Work in accordance with the Warranty, and Owner will take such action as may reasonably be required (including reassigning the warranties and guaranties to Contractor for such purpose if required) in order to allow Contractor to do so.

8. **Insurance**.

8.1 **Policies Required.** The following insurance will be obtained and maintained:

8.1.1 **Contractor's Liability Insurance**. Contractor will purchase and maintain the following policies of liability insurance:

8.1.1.1 Commercial general liability (CGL) insurance.

8.1.1.2 Business auto liability insurance.

8.1.1.3 Workers' compensation and employers' liability insurance, written on the appropriate form for the state in which the Land is located and meeting all statutory coverage requirements.

These liability policies must provide coverage at least as broad as an ISO form policy prevalent at the time the applicable policy is issued and must be written on an occurrence basis. Without limiting the foregoing, the CGL policy will include coverages for (i) Premises/Operations; (ii) independent contractors; (iii) broad form contractual liability; (iv) broad form property damage; (v) personal injury liability; and (vi) completed operations. The CGL policy may not contain any endorsements or modifications limiting the scope of coverage for liability arising from explosion, collapse or underground property damage unless separate policies are obtained to restore such coverage. For CGL and automobile liability insurance, policy limits with respect to the Project, which may include coverage from an umbrella liability policy or policies, must be at least $1,000,000 for each occurrence and $1,000,000 general aggregate. Policy limits for employer's liability (including any umbrella coverage available) must be at least $1,000,000 aggregate. All liability policies will expressly provide that the insurance shall be primary to any other liability insurance carried (or insurance self-maintained) by Owner or any other additional insureds and that any other insurance carried by the additional insureds will be excess only and will not contribute. The CGL policy must name as additional insureds the Owner, its members, and their respective officers, directors, employees, agents and designees by the use of ISO Form CG 20 10 (11/85), or its equivalent. Such additional insured coverage must apply to all matters arising from or relating to the Work and must specifically include completed operations coverage. The workers compensation and employer's liability policies must provide for a waiver of subrogation in favor of Owner.

8.1.2 Property Insurance. Contractor will purchase and maintain a standard coverage "Special Perils" type builder's risk insurance policy covering the Work (including foundations, excavations and site work) for the full insurable value thereof (including any Change Orders) on a replacement cost basis. This insurance will include the interests of Owner and Contractor and, at Contractor's option, subcontractors, sub-subcontractors and suppliers in the Work; will insure against the perils normally insured against in such a policy; and will be deemed the primary insurance as to covered risks. Contractor will also maintain earthquake and flood coverage, and coverage (up to $25,000 per occurrence) for testing and electrical disturbances. The deductible amounts under such policy or policies shall not exceed (a) $50,000 for "Special Perils" coverage, or (b) a maximum of $100,000 for flood or earthquake coverage. Contractor shall exercise commercially reasonable efforts to recover deductible losses from the parties responsible for such losses, but any such deductible losses under the property insurance not so paid or recovered will be included in the Contract Sum and added to the Guaranteed Maximum Amount by an appropriate Change Order; provided, however, that deductible losses caused by Contractor, its agents or employees shall not be added to the Guaranteed Maximum Amount. All such property insurance will be maintained until the date of final acceptance of the Work by Owner, which acceptance will not be unreasonably withheld or delayed, or such other date as is mutually agreed upon (or such later date as Contractor determines it is reasonable and prudent) and Contractor will obtain any endorsements necessary to continue coverage in the event of early or partial occupancy of the Project or any portion thereof, until such date.

8.2 Insurance Certificates. Certificates of insurance evidencing the insurance coverages required by this Contract and reasonably acceptable to Owner will be filed with Owner (if so requested by Owner) prior to commencement of the Work or, in the case of a subcontractor, prior to commencement of its portion of the Work. These certificates will contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to Owner. Acceptance of Contractor's insurance certificates and/or endorsements does not relieve Contractor of any liabilities and/or responsibilities specified in this Contract. If requested, Owner shall be given complete copies of any insurance policies required by this Contract.

8.3 Adjustment of Loss. Contractor and Owner, acting together, will adjust and settle any loss with the insurers. Any insured loss is to be made payable to Owner, as trustee for the insureds as their interests may appear. Owner will deposit in a separate account any money so received and will distribute it in accordance with such agreement as the parties in interest may reach. If, after such loss, no other special agreement is made, replacement of damaged Work will be covered by an appropriate Change Order. Priority in distribution will be given so as to reimburse Contractor for Work for which payment was due but had not been made by Owner as of the date of loss.

8.4 Waivers of Subrogation. Notwithstanding any contrary language contained in this Contract, neither party, nor any person who holds a direct or indirect ownership interest in a party, nor the officers, directors, trustees, managers, members or employees of a party or any such owner, will be liable (by way of subrogation or otherwise) to the other party or to any insurance company insuring the other party for any loss or damage caused by any matter which such waiving party is insured against under the policies of property insurance required to be carried under this Article 8, or that is actually insured under any policy of property insurance benefiting such party, regardless of the cause of the loss or damage or the negligence or fault of any person. Owner's waiver will be effective as regards any subcontractor, sub-subcontractor, supplier or agent of Contractor (including any architects) to the extent that, and for such occurrences as, Contractor has agreed to waive subrogation in Contractor's agreement with such person and such person has likewise waived subrogation against Contractor and Owner. Each party will use commercially reasonable efforts to cause their policies of property insurance to permit the foregoing waiver; provided that the waiver will not in any event be construed or enforced to invalidate any such policies or the coverage thereunder. Nothing in this Section 8.4 precludes Contractor from recovering a loss as part of Contract Sum to the extent expressly provided by other applicable provisions of this Contract.

8.5 Owner's Optional Insurance. Owner, at its option, may purchase and maintain such property insurance as will insure Owner, to any extent not covered by the insurance required to be maintained by Contractor under Section 8.1, against loss of use of its property due to fire or other hazards, however caused, and will look only to such insurance (whether or not purchased) in respect to such loss. Owner hereby releases Contractor, any person who holds a direct or indirect ownership interest in Contractor and the officers, directors, trustees, managers, members or employees of Contractor and any such owner from claims for such loss of use damage to its business or property to any extent not covered by the insurance required to be maintained by Contractor under Section 8.1.

8.6 **Claims to Proceeds**. The waivers in this Article 8 do not preclude a party from asserting a claim for insurance proceeds to which such party is entitled.

8.7 **Insurance Carrier**. The insurance required to be maintained by Contractor under this Article 8 will be issued by insurance companies with a rating of A/VII or better in Best's Insurance Guide.

9. **Miscellaneous Provisions.**

9.1 **Supervision and Direction**. Contractor will supervise and direct the Work and is solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under this Contract. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

9.2 **Labor and Materials**. Unless otherwise specifically provided in this Contract, Contractor will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new unless otherwise specified.

9.3 **Discipline of Employees**. Contractor will, at all times, enforce strict discipline and good order among its employees, and will not employ on the Work any unfit person or anyone not skilled in the task assigned.

9.4 **Easements**. Owner will furnish all easements necessary for access to the site and performance of the Work, including easements for installation and maintenance of utilities.

9.5 **Taxes**. Contractor will pay all sales, consumer, use and other similar taxes required by law; provided, however, that Contractor shall be entitled to an increase in the Guaranteed Maximum Amount to the extent that an increase in the aggregate amount of such taxes payable by Contractor hereunder results from any change in laws creating such taxes enacted after the date hereof.

9.6 **Permits and Fees**. Unless otherwise provided in this Contract, Contractor will secure all building permits (except environmental permits) for the Project necessary for the proper execution and completion of the Work. Owner will pay for such permits and related building fees outside of the Contract Sum, and such amounts will not be included in the Contract Sum or the Guaranteed Maximum Amount.

9.7 **Notices**. Contractor shall not be liable to Owner for errors, inconsistencies or omissions in the Plans and Specifications, or for differences between field conditions and the Plans and Specifications (except to the extent Contractor proceeds to perform Work in accordance with the Plans and Specifications if Contractor knew, based on Contractor's review of the site and Contract Documents, that field conditions would not support or be consistent with the requirements or assumptions contained in the Plans and Specifications), or for compliance of the Plans and Specifications (or the Work if constructed as contemplated by the Plans and Specifications) with laws, rules and regulations.

9.8 Cash Allowance. Contractor will include in the Guaranteed Maximum Amount all allowances stated in the Contract Documents. These allowances, unless otherwise stated, are intended to cover the entire cost of the Work included in the allowance, including without limitation all related materials and equipment delivered and unloaded at the site and all applicable taxes, Contractor's handling costs on the site, labor and installation costs. If the actual cost of the allowance Work, when determined, is more than or less than the allowance, the Guaranteed Maximum Amount will be adjusted accordingly by Change Order as provided in Article 6.

9.9 Superintendent. Contractor will employ a competent superintendent who will be in attendance at the Project site at all reasonable times during the progress of the Work.

9.10 Responsibility of Contractor. As between Owner and Contractor, Contractor will be responsible to Owner for the acts and omissions of all of Contractor's employees and all subcontractors and employees, and all other persons performing any of the Work under a contract with or under Contractor; provided that this provision does not, and may not be construed to, create any obligation or responsibility for such persons under any laws or regulations, or to any person or in any other manner, other than to Owner.

9.11 Progress Schedule. Contractor will prepare and submit to Owner an estimated progress schedule for the Work ("Schedule"). The Schedule will indicate the dates for starting and completion of various stages of construction and will be revised as required by the conditions of the Work. The Schedule and the Contract Time shall be extended to the extent of any Excused Delay. Contractor may make other changes to the Schedule without Owner's approval so long as the Contract Time is not extended. Any changes to the Schedule that extend the Contract Time, other than changes relating to any Excused Delay, shall require the prior written approval of Owner. Contractor will provide reports to Owner, not less than monthly, detailing the actual progress of the Work and specifically identifying any material deviations from the Schedule.

9.12 Use of Project Site. Contractor will confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents and will not unreasonably encumber the Project site with any materials or equipment.

9.13 Cleaning Up. Contractor will keep the Project site free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor will remove all its waste materials and rubbish from and about the Project site as well as all of its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may, after thirty (30) days written notice to Contractor (provided Contractor has failed to commence such clean-up activities within such 30-day period), do so and charge the cost thereof to Contractor.

9.14 Indemnification. To the fullest extent permitted by law, but except to the extent indemnity and defense is actually provided by any insurance policy maintained hereunder or otherwise carried by Contractor, and subject to the waivers set forth in Sections 8.4 and 8.5, Contractor will indemnify, defend and hold harmless Owner, its partners, and their respective officers, directors, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees ("Claims"), arising out of or resulting from the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project), but only to the extent caused (or, with respect to Contractor's obligation to defend a Claim, alleged by the claimant to have been caused) by the negligent acts or omissions of Contractor, any subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be responsible under Section 9.10, and regardless whether any such Claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In Claims against any person or entity indemnified under this Section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be responsible under Section 9.10, the indemnification obligation under this Section shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Owner will notify Contractor of any Claim under this indemnity in such time as to avoid any material prejudice to Contractor and Contractor will have the right to defend all Claims with counsel reasonably acceptable to Owner. Contractor will not be liable under this Section 9.14 for settlements made without its approval, which will not be withheld unreasonably. Contractor's indemnity obligations under this Section will survive the termination of this Contract and completion of the Work.

9.15 Written Notice. Written notice will be deemed to have been duly served upon receipt if delivered in person or sent by overnight courier service, registered or certified mail or confirmed facsimile, to the notice addresses set forth below:

If to Contractor:	TC EXCAVATING, LLC PO Box 639 Clarkdale, AZ 86324 Attn: Mr. Thad Card Phone: (928) 300-7502
If to Owner:	PTM Enterprises, LLC. 190 Crystal Sky Drive, Sedona, Arizona 86351 Attention: John and Colleen Tobias Phone: (818) 335-5800

or at such other address(es) as the parties may hereafter designate by written notice to the other.

9.16 Claims for Injury or Damage. Should either party to this Contract suffer injury or damage to persons or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, claim will be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage.

9.17 Termination of Contract by Owner.

9.17.1 Termination for Cause. If (a) Contractor refuses or fails (except in the event of a labor or material shortage) to supply enough properly skilled workmen or proper materials to complete the Work as and when required by the Schedule; (b) Contractor fails without reasonable justification to make payment to subcontractors or for materials or labor; (c) Contractor persistently disregards or violates laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; (d) Contractor fails to meet any of the milestone dates for completion of portions of the Work (including achieving Substantial Completion of the Work) within ninety (90) days after the date for completion thereof; (e) a voluntary or involuntary petition is filed by or against Contractor under any law having for its purpose the adjudication of Contractor a bankrupt, or a receiver is appointed for the property of Contractor by reason of the insolvency of Contractor, or any department of the state or federal government, or any officer thereof, duly authorized, takes possession of the business or property of Contractor by reason of the insolvency of Contractor, or if Contractor makes an assignment for the benefit of its creditors; or (f) Contractor otherwise materially violates any provision of this Contract and such material violation has not been cured within thirty (30) days written notice to Contractor and its surety, if any, then Owner, without prejudice to any right or remedy, may terminate the employment of Contractor and finish the Work in accordance with the Contract Documents by whatever reasonable method Owner may deem expedient. If Owner terminates the Work as provided in this Section, Contractor will not be entitled to receive further payment until the Work is finished. If (i) Owner's actual and reasonable costs of completing the Work in accordance with the Plans and Specifications, including compensation for additional professional services ("Completion Costs"), exceed (ii) the unpaid balance of the Guaranteed Maximum Amount at the time of Contractor's termination (any such excess amount being the "Additional Cost of Completion"), then Contractor will pay the Additional Cost of Completion to Owner within thirty (30) days after receiving an invoice and reasonable supporting documentation therefor from Owner. If, however, the Completion Costs are less than the unpaid balance of the Guaranteed Maximum Amount at the time of Contractor's termination (any such savings under the Guaranteed Maximum Amount being the "Completion Savings"), then Owner will pay Contractor for any unpaid amount of the Contract Sum properly performed by Contractor prior to termination, but in no event will such payment amount be more than such Completion Savings. Owner will have ninety (90) days after completion of the Work to provide Contractor with Owner's calculation of the Additional Cost of Completion (if any). If such calculation is not supplied within such period, the Additional Cost of Completion will be conclusively deemed to be zero dollars. Likewise, Contractor will have ninety (90) days after completion of the Work to provide Owner with Contractor's calculation of the Completion Savings (if any), and if such calculation is not supplied within such period, the Completion Savings will be conclusively deemed to be zero dollars. Owner and Contractor will reasonably cooperate with each other to determine whether either owes any amounts to the other under this Section. The obligations contained in this Section will survive the termination of this Contract.

9.17.2 Assignment upon Termination. If Owner terminates this Contract pursuant to Section 9.17, Owner shall also have the right and option to receive an assignment of, as of the date of termination, all agreements, commitments, subcontracts, supply agreements and other obligations entered into, undertaken or incurred by Contractor in good faith in connection with the Work, with Owner to receive the full benefit of all amounts as have been previously paid by Contractor thereunder. Contractor shall cause all such documents to contain the binding agreement of the other party thereto to any such assignment. Prior to any such assignment, nothing contained in the Contract Documents shall create any contractual relationship between Owner and any subcontractor or sub-subcontractor.

9.18 Termination of Contract by Contractor. If (a) Owner fails to pay Contractor any payment when due; (b) a voluntary or involuntary petition is filed by or against Owner under any law having for its purpose the adjudication of Owner a bankrupt, or a receiver is appointed for the property of Owner by reason of the insolvency of Owner, or any department of the state or federal government, or any officer thereof, duly authorized, takes possession of the business or property of Owner by reason of the insolvency of Owner, or Owner makes an assignment for the benefit of its creditors; or (c) Owner materially breaches any of its other obligations under this Contract, then Contractor, if the same remains uncured after notice to Owner of seven (7) days in the case of nonpayment or thirty (30) days in the case of other circumstances, may (subject in all respects to the provisions of Section 4.4) cease all or any portion of the Work and Owner will be responsible for all increased costs arising out of such delay, which delay will be an Owner Delay. Further, in any such event, and irrespective of whether or not Contractor ceases all or any portion of the Work, Contractor, after fifteen (15) days additional notice to Owner and failure of Owner to remove the default or cure such breach within such additional 15-day period, may (subject in all respects to the provisions of Section 4.4) terminate this Contract, remove any materials, equipment and tools from the site, and recover from Owner payment for all Work executed and any loss sustained and Contractor's reasonable profit and such other damages as Contractor may sustain by reason thereof. In the event that any default by Owner (other than relating to the payment of money) is not susceptible of being cured within said time periods, the time within which Owner may cure the same before termination by Contractor will be extended for such time as may be reasonably necessary to complete the same with all due diligence, but only if Owner provides Contractor evidence satisfactory to Contractor that the default can be cured within such extended time and in such manner so as to not cause prejudice to Contractor.

9.19 Owner's Right to Stop the Work. If Contractor is in violation of any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction that immediately jeopardizes the health and safety of the personnel of either Owner or Contractor, or otherwise is guilty of a material violation of a provision of this Contract, then Owner may, without prejudice to any other right or remedy, immediately order Contractor to stop the applicable portion of the Work until the cause for such order has been eliminated. This right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity. This right will be in addition to, and not in restriction of, Owner's rights under Article 7 above.

9.20 Compliance with Law; Safety. Contractor shall, and shall cause all subcontractors, materialmen, and other persons involved with the Project for whose acts Contractor may be responsible or liable under Section 9.10 to, at all times comply with (i) all applicable federal, state, and local government laws, ordinances, statutes, standards, rules, regulations, and guidelines, including but not limited to those relating to public safety, work hours, work conditions, safety and health (including, without limitation, OSHA regulations), and environment, and (ii) Contractor's safety programs provided to Owner from time to time; provided, however, that nothing in this Section 9.20 makes Contractor liable for compliance with laws, orders, rules or regulations if Contractor is otherwise excused from such compliance by Section 9.7.

9.21 Inspection. Owner and its representatives will at all reasonable times have access to the Work whenever it is in preparation or progress, and Contractor will permit and facilitate reasonable inspection of the Work by Owner, its agents and public authorities concerned with such Work.

9.22 Authorized Representatives. Contractor designates Thad Card as the representative of Contractor, who is authorized to execute Change Orders and to give notices and direction to Owner. Owner designates John Tobias as the representative of Owner, who is authorized to execute Change Orders and to give notices and direction to Contractor.

9.23 Entire Agreement. This Contract, along with the other Contract Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior statements, agreements or representations, whether oral or written which are deemed fully merged and integrated herein. This Contract may not be modified except by written agreement of the parties.

9.24 No Third-Party Beneficiaries. No person or entity, whether or not mentioned or referred to in the Contract Documents, other than Contractor and Owner and their permitted successors and assigns, shall be or be considered to be a third-party beneficiary of or entitled to assert any rights under the Contract Documents. Notwithstanding the foregoing, any person or entity entitled to indemnification from either Owner or Contractor under the express terms of this Contract may enforce such obligation as an intended beneficiary thereof to the fullest extent provided by applicable law.

9.25 Severability. If any provision of this Contract, or any application of any such provision to any party or circumstances, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Contract or the application of such provision to such person or circumstances, other than the application as to which such provision is determined to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

9.26 Water Intrusion and Mold Prevention Program. As a part of Contractor's performance of the Work, Contractor shall be obligated to devise and implement a commercially reasonable water intrusion and mold prevention program for the construction of the Improvements. A copy of the final program shall be delivered to Owner for review prior to commencement of construction. Contractor shall require each of Contractor's subcontractors and consultants to participate in such program as appropriate to their scope of work.

9.27 Claims for Consequential Damages. Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, without limitation:

(a) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(b) damages incurred by Contractor for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 9.17 or 9.18. Nothing contained in this Section 9.27 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with this Contract.

9.28 Safety Program. Contractor shall develop, and deliver to Owner prior to the commencement of construction, a written safety program which shall be actively implemented. Contractor shall require each of its subcontractors and consultants to participate in said program.

9.29 Use of Plans and Specifications. Contractor, subcontractors and suppliers are authorized to use and reproduce the Plans and Specifications and other documents prepared by the Architect and the Architect's consultants for use in execution of the Work. Contractor may retain one record set of the Plans and Specifications following completion of the Work. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

9.30 Hazardous Materials. Owner represents and warrants to Contractor that, Owner has no knowledge of the existence on the Project site of any so-called "hazardous substances" as defined by federal, state or local laws (including "Superfund" laws). Owner agrees to indemnify, defend and hold harmless Contractor and all subcontractors, as well as the respective employees of Contractor and its subcontractors for liability related to the presence at the Project site of any hazardous substances not brought thereon by Contractor or any party for whom Contractor would be responsible under Section 9.10, and Owner will be responsible for any testing, removal or remediation of any such hazardous substances as may be necessary for Contractor to perform the Work. Any delays resulting from such hazardous substances will be Owner Delays. Contractor agrees to indemnify, defend and hold harmless Owner for liability related to the release by Contractor or any party for whom Contractor is responsible under Section 9.10 at the Project site of any hazardous substances in violation of applicable laws, codes and ordinances relating to hazardous substances, provided that such hazardous substances were brought onto the Project site by Contractor or by any party for whom Contractor is responsible under Section 9.10. The indemnity by Contractor set forth in this Section 9.30 shall not apply to any hazardous materials existing at the site as of the date hereof except to the extent that the active negligence or intentional misconduct of Contractor or a party for whom Contractor is responsible under Section 9.10 is the sole cause of the release of such hazardous materials.

9.31 Dispute Resolution. In the event of a dispute following a decision by the Architect as provided elsewhere herein, the disputing party will deliver notice of such dispute, together with the proposed solution to the other party as soon as reasonably possible. The parties will then attempt in good faith to agree upon a solution. If the parties fail to agree within fifteen (15) days, then either party shall be entitled to give notice to the other electing to have the dispute resolved by an architect as provided in this Section 9.31. Upon delivery and receipt of such notice, the parties will within seven (7) days thereafter mutually appoint an architect who will determine a resolution (the "Deciding Architect"). The Deciding Architect must have at least five (5) years of full-time commercial architectural experience with projects comparable to the Property. The Deciding Architect may not have any material financial or business interest in common with either of the parties. If Owner and Contractor are not able to agree upon a Deciding Architect within such seven (7) days, each party will within five (5) days thereafter separately select an architect meeting the criteria set forth above, which two architects will, within seven (7) days of their selection, mutually appoint a third architect meeting the criteria set forth above to be the Deciding Architect. Within seven (7) days of the appointment (by either method) of the Deciding Architect, Owner and Contractor will submit to the Deciding Architect their respective proposals for a fair resolution and any related information. Within twenty-one (21) days of such appointment of the Deciding Architect, the Deciding Architect will review each party's submittal (and such other information as the Deciding Architect deems necessary) and will select, in total and without modification, the submittal presented by either Owner or Contractor as the resolution of such dispute. Subject to the previous sentence, if the Deciding Architect timely receives one party's submittal, but not both, the Deciding Architect shall make written demand for the submission by the non-responding party of such non-responding party's proposal, and if the non-responding party has not made its submission within seven (7) additional days thereafter, the Deciding Architect must designate the submitted proposal as the resolution of such dispute. Any determination made by the Deciding Architect in violation of the provisions of this Section 9.31 shall be beyond the scope of authority of the Deciding Architect and shall be null and void. If the resolution of the dispute is made by a Deciding Architect, Owner and Contractor will each pay, directly to the Deciding Architect, one-half (1/2) of all fees, costs and expenses of the Deciding Architect. Owner and Contractor will each separately pay all costs, fees and expenses of their respective additional architect (if any) used to determine the Deciding Architect. Notwithstanding the foregoing, the dispute resolution provisions contained in this Section 9.31 shall only apply (i) in the event a dispute arises between the parties hereto, and (ii) the applicable terms of this Agreement explicitly state that this Section 9.31 shall apply in the event of such dispute.

10. **Captions/Headings**. Titles of articles are used in this Contract solely for the convenience of those examining it and are not to be used in its construction or interpretation.

11. **Successors**. This Contract is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

12. **Law Governing**. This Contract will be interpreted and construed in accordance with the laws of the state in which the Land is located.

13. **Attorneys' Fees**. If any arbitration, litigation or other dispute resolution proceeding is commenced for the interpretation, enforcement, termination, cancellation or rescission hereof, or for damages for the breach hereof, then, in addition to any or all other relief awarded in such proceeding, the prevailing party therein shall be entitled to an award against the other party for an amount equal to reasonable attorneys' fees and other costs incurred in connection with such proceeding.

14. **Assignment**. Owner may, upon written notice but without Contractor's prior consent, assign all of Owner's right and interest in and under this Contract (in whole but not in part) to (a) a subsidiary, affiliate or parent company; or (b) any entity which succeeds to all or substantially all of Owner's assets whether by merger, sale or otherwise. Owner may not otherwise assign or transfer all or any portion of Owner's rights or interest in or under this Contract without the prior written consent of Contractor, which consent will not be unreasonably withheld. No assignment shall release Owner from any of its obligations hereunder. Because of the personal nature of the services to be provided by Contractor under this Contract, Contractor may not assign or transfer all or any portion of its rights or interest in or under this Contract without the prior written consent of Owner, which consent may be withheld by Owner in Owner's sole discretion.

15. **Town of Clarkdale**. Notwithstanding any provision herein to the contrary, Contractor acknowledges and agrees that upon notice form the Town of Clarkdale, that Owner has defaulted in its obligations under the Re-Statement of Development Agreement – The Crossroads at Mingus, as amended, then Contractor will recognize the Town of Clarkdale as the assignee of Owner for all purposes under this Contract.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor hereto have caused their duly authorized representatives to execute this Contract as of the day and year first above written.

CONTRACTOR:

TC EXCAVATING, LLC, an Arizona limited liability company

By Thad D Card
Name: Thad D Card
Title: President

OWNER:

PTM ENTERPRISES, LLC, an Arizona limited liability company

By
Name: John Tobias
Title: Managing Member

9545143v3/20950-0002

EXHIBIT A

PROJECT SITE DESCRIPTION

Tract K of THE CROSSROADS AT MINGUS, a subdivision plat recorded in Book 63 of Maps, Pages 80-1 through 80-11, inclusive, Official Records of Yavapai County, Arizona.

EXHIBIT B

DESCRIPTION OF PLANS AND SPECIFICATIONS

Structural Drawings, sealed and dated 2-22-2023, and

Site Plan drawings sealed and dated 9-13 2022 (to include all civil drawings sealed by SEC. Engineering)

EXHIBIT C

COST OF THE WORK

The term "Cost of the Work" shall mean costs appropriate for construction of multi-family apartment communities and attributable to the Contractor's performance of the Work, as such Work is defined by the Contract Documents for the Project, and paid for by Contractor. Such costs shall include, but not be limited to, the items set forth below to the extent paid by Contractor:

(1) Wages and salary of field personnel who are in the direct employ of Contractor in the performance of the Work.

(2) Cost of temporary buildings, roadways and other construction at the Project and cost, including transportation, storage and maintenance, of all material, supplies, equipment and temporary facilities which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of Contractor.

(3) Rental charges for all construction machinery and equipment and the cost for installation, repairs, replacements, dismantling, removal, transportation and delivery thereof. Rental charges for equipment owned by Contractor shall be the prevailing market rates. Rental charges of construction equipment shall begin when such equipment is required to be at the construction site to maintain the construction sequence for the Project and shall end when such equipment is no longer required to be at the construction site to maintain the construction sequence for the Project.

(4) Amounts paid, payable or incurred by Contractor to contractors, subcontractors or vendors for work performed and for materials, services, tools, machinery, equipment and supplies purchased for the Work, together with the cost of transportation, unloading and installation.

(5) Cost of all utilities for the Work, such as water, electricity, power and natural gas, including the cost of connections, crossing or protecting any public utility, installation and removal of temporary lines, connections, tap fees, etc., and construction required to supply specified utilities to the Project.

(6) Cost of compaction testing, concrete testing, bituminous testing and other testing as required by the Contract Documents for specific categories of the Work or as appropriate.

(7) Sales, use or similar or other taxes related to the Work and for which Contractor is liable imposed by any governmental authority, except United States and state taxes on the net income of Contractor.

(8) Royalties, patent fees, damages for infringements of patents and costs of defending suits therefor, and deposits lost, but only to the extent provided in the Contract.

(9) Losses and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the Work, and including settlements made with the written consent and approval of Owner, which will not be withheld unreasonably, except to the extent inclusion of such amounts is not permitted pursuant to the terms of the Contract.

(10) Costs incurred due to an emergency affecting the safety of persons and property, and costs of safety equipment.

(11) Costs of warranty work, except to the extent inclusion of such amounts is not permitted pursuant to the terms of the Contract.

(12) Subject to the provisions of Section 9.6 of this Contract, costs for building permits, plan check fees, sewer and water availability charges and other utility connection fees.

(13) Costs for blueprint and construction document reproduction for each Project.

(14) Costs for final cleaning in preparation for occupancy.

(15) Cost of premiums for all bonds and insurance which Contractor is required by the Contract Documents to purchase and maintain.

(16) Cost of Contractor's field supervisory personnel assigned to the Project, wherever employed in connection with the Work.

(17) The cost of Contractor's field office and site telephones, telegrams, postage, progress photographs and prints, field office supplies, field office equipment, field computers, field furnishings, computer time, first aid supplies and related miscellaneous costs incurred in connection with the Work.

(18) Cost of job site security, including temporary fencing, storage lockups and security personnel services.

(19) Cost to provide, maintain, remove and dump general construction trash containers and other debris.

(20) Cost of providing, maintaining and removing temporary toilets for construction personnel.

(21) Cost of providing and maintaining safety and first aid supplies for general emergency purposes.

(22) Cost to provide and maintain general ice and drinking water for construction personnel.

(23) Cost to provide general traffic control, ingress and egress and dust control measures for construction activities.

(24) Cost to provide, maintain and remove temporary construction related signage.

(25) Reasonable travel and subsistence expenses of Contractor's personnel incurred while traveling in discharge of duties connected to the Work, and mileage reimbursement to the extent allowed to Contractor's personnel in connection with the Work.

(26) For any wages, salary or other compensation of Contractor's personnel allowed as Cost of the Work, all related welfare and fringe benefits, including vacation and sick time, holidays, health, life and hospitalization insurance, bonuses, personal company vehicles or vehicle allowances, pensions, unemployment and Worker's Compensation and Social Security.

(27) Costs of electric, water and other utilities consumed in the performance of the Work, as well as costs of connecting service, installing and operating temporary utility facilities and related connection, meter and installation fees.

(28) Expenditures for estimating, payroll, accounting, project management, quality assurance and other project services furnished by Contractor's central office or provided at the Project site (and not included in Items 1 or 16 of this Exhibit C), determined based upon the salary and burden rates and time expended by the personnel involved, but in no event may the expenditures described in this Section (28) exceed $55,000.00 in the aggregate.

Staff Report

Item Number: 7.D.

Agenda Item: **Use of Contingency and Capital Project Funding in the Wastewater Fund**
Discuss, consider and act upon the use of contingency and capital project funding in the Wastewater Fund for fiscal year ending June 30, 2023.

Staff Contact: Julie Goucher, Finance Director

Meeting Date: June 27, 2023

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

- Goal Area 5 - Plan for the maintenance and growth of quality infrastructure that is sustainable and resilient.

Background: As of June 19, 2023, the operating budget of the Wastewater Fund is at 94.5% spent, with approximately $35K remaining. With the addition of debt and capital, the budget is 68% spent, with approximately $442K remaining.

Contingency in the Wastewater Fund was budgeted at $75K. From an operating perspective, the contingency funds will be utilized this year to cover expenditures resulting from unanticipated repairs and maintenance. Some examples of the unexpected costs were a $4K turbidity meter purchase resulting from an equipment failure, $12.4K for Third North sewer repairs, $13K for rebuilt mixers and replaced pumps, and $7K for a new camera and power snake.

The capital budget for the Wastewater department included $736K of capital projects, $250K of which was for the Black Hills sewer extension. This project has been deferred due to other priorities. When the sewer line failure occurred at First South this year, a new project was set up for tracking purposes. This project was presented for completion in the FY2024 budget. The Town has spent approximately $30K on the First South project in FY2023.

Budget Impact: There is no budget impact, as the changes discussed do not increase the overall budget.

Recommendation: Staff recommends that Council approve the use of contingency and capital project funding in the Wastewater Fund for the fiscal year ending June 30, 2023.

Staff Report

Item Number: 7.E.

Agenda Item: **Adoption of the Tentative Budget for Fiscal Year Ending June 30, 2024**
Discuss, consider and act upon the adoption of the tentative budget for fiscal year ending June 30, 2024.

Staff Contact: Julie Goucher, Finance Director

Meeting Date: June 27, 2023

Strategic Goal: Not applicable.

Background: Since January, the Town staff has been in the process of preparing the proposed budget for the fiscal year ending June 30, 2024. As part of that process, the Council has held two work sessions, open to the public, to provide input to staff on key considerations:

- April 26 – Council work session to discuss draft budget and provide recommendations.
- May 9 – Council work session to review revised budget and discuss financial impacts.

The proposed budget was presented formally to the Council and the public on June 13, 2023. Additional discussion on the proposed budget will be held at the following meetings:

- June 27 – Tentative Budget adoption, setting an upper limit.
- July 25 – Public Hearing for Budget and Property Tax Levy.
- July 25 – Final Budget adoption.
- Aug. 8 – Adoption of Property Tax Levy.

The budget as proposed includes the recommended five-year Capital Improvement Program (CIP), ongoing operations and maintenance budget needs and supplemental requests to enhance service delivery and improve Town operations.

The attached State budget forms represent the information that was presented at the Budget Workshop, including the draft CIP and all supplemental requests. The Tentative Budget includes various contingency reserves to ensure the budget contains sufficient expenditure authority to fund any unforeseen or emergency purchases as well as unanticipated grant awards. The Tentative Budget also conforms to the Council's Financial Policies regarding Budget Stabilization Reserves.

Once approved, the official state forms will serve as the adopted Tentative Budget for Fiscal Year 2023-2024. Adoption of the Tentative Budget establishes the maximum expenditure limitation for the following fiscal year. The Final Budget may be adopted at a lesser amount, but it cannot exceed the Tentative Budget's total. Once adopted, the required forms shall be published twice in a local newspaper as well as on the Town's website in accordance with state statute. Council will be asked to adopt the Final Budget on July 25, 2023, in a Special Meeting following a required public hearing.

Budget Impact: No budget impact.

Recommendation: Staff recommends that the Council adopt the Town of Clarkdale's Tentative Budget for the Fiscal Year Ending June 30, 2024 in the amount of $35,724,945, of which $13,927,898 is grant funding.

Town of Clarkdale, AZ
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2024

DRAFT

Fiscal year		Sch		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2023	Adopted/adjusted budgeted expenditures/expenses*	E	1	5,393,534	10,035,175	0	1,408,152	0	4,966,316	0	21,803,177
2023	Actual expenditures/expenses**	E	2	4,648,287	187,324	0	675,931	0	2,936,913	0	8,448,455
2024	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	3,736,914	856,713	0	2,189,465	0	3,718,065	0	10,501,157
2024	Primary property tax levy	B	4	639,000							639,000
2024	Secondary property tax levy	B	5								0
2024	Estimated revenues other than property taxes	C	6	5,629,568	16,153,667	0	61,000	0	4,116,084	0	25,960,319
2024	Other financing sources	D	7	1,000,000	130,127	0	2,591,999	0	5,403,500	0	9,125,626
2024	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2024	Interfund transfers in	D	9	296,700	12,153	0	2,989,374	0	1,500,324	0	4,798,551
2024	Interfund Transfers (out)	D	10	1,759,781	157,120	0	2,456,746	0	424,904	0	4,798,551
2024	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement								716,631		716,631
	Maintained for future capital projects						2,189,465				2,189,465
	Maintained for future financial stability			3,736,914	856,713				3,001,434		7,595,061
	Maintained for future retirement contributions										0
											0
2024	Total financial resources available		12	5,805,487	16,138,827	0	3,185,627	0	10,595,004	0	35,724,945
2024	Budgeted expenditures/expenses	E	13	5,805,487	16,138,827	0	3,185,627	0	10,595,004	0	35,724,945

	Expenditure limitation comparison	2023	2024
1	Budgeted expenditures/expenses	$ 21,803,177	$ 35,724,945
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	21,803,177	35,724,945
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 21,803,177	$ 35,724,945
6	EEC expenditure limitation	$ 40,975,601	$ 46,234,009

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

Town of Clarkdale, AZ
Tax levy and tax rate information
Fiscal year 2024

		2023	2024
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 658,768	$ 692,936
2.	Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3.	Property tax levy amounts		
	A. Primary property taxes	$ 620,127	$ 639,000
	Property tax judgment		
	B. Secondary property taxes		
	Property tax judgment		
	C. Total property tax levy amounts	$ 620,127	$ 639,000
4.	Property taxes collected*		
	A. Primary property taxes		
	(1) **Current** year's levy	$ 601,116	
	(2) Prior years' levies	22,938	
	(3) Total primary property taxes	$ 624,054	
	B. Secondary property taxes		
	(1) **Current** year's levy	$	
	(2) Prior years' levies		
	(3) Total secondary property taxes	$	
	C. Total property taxes collected	$ 624,054	
5.	Property tax rates		
	A. City/Town tax rate		
	(1) Primary property tax rate	1.4765	1.4150
	Property tax judgment		
	(2) Secondary property tax rate		
	Property tax judgment		
	(3) Total city/town tax rate	1.4765	1.4150
	B. Special assessment district tax rates		

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating zero special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Clarkdale, AZ
Revenues other than property taxes
Fiscal Year 2024

DRAFT

Source of revenues		Estimated revenues 2023		Actual revenues* 2023		Estimated revenues 2024
General Fund						
Local taxes						
Local Sales Tax	$	2,550,000	$	2,825,000	$	2,700,000
Franchise Fees		98,000		100,000		100,000
Licenses and permits						
Building Permits		280,000		100,000		125,000
Remediation and Grading Permits		7,500		7,000		5,000
General Planning and Zoning Permits		3,000		1,500		3,000
Other Licenses & Permits		9,550		9,400		9,600
Intergovernmental						
State Shared - Sales Tax		633,229		650,000		697,749
State Shared - Income Tax		853,870		880,000		1,242,950
State Shared - County Vehicle License Tax		366,728		350,000		397,929
Charges for services						
Verde River Outfitter Fees		30,000		40,000		35,000
Facility Rentals		14,000		15,000		16,000
Animal Control		2,000		1,800		1,800
Other Charges for Service		13,700		25,000		18,500
Fines and forfeits						
Court Fines		50,000		50,000		50,000
Forfeiture, Auctions and Impounds		2,500		2,500		2,500
Interest on investments						
Interest Income		3,515		283,100		140,000
In-lieu property taxes						
Contributions						
Voluntary contributions						
Verde River Day Use Contribution		9,000		9,000		9,000
Miscellaneous						
Reimbursements		54,163		49,200		52,700
Miscellaneous		4,285		3,835		16,085
Lease Proceeds						6,755
Total General Fund	**$**	**4,985,040**	**$**	**5,402,335**	**$**	**5,629,568**

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Clarkdale, AZ
Revenues other than property taxes
Fiscal Year 2024

DRAFT

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
Special revenue funds			
Highway User Revenue Funds (HURF)	$	$	$
HURF via State	461,988	461,988	480,930
Interest	1,000	53,279	26,000
HB 2748 HURF Allocation			664,780
	$ 462,988	**$ 515,267**	**$ 1,171,710**
Grant Funds	$	$	$
CDBG	406,016	12,500	393,516
Miscellaneous Grants	1,975,114	62,571	564,398
American Rescue Plan Act	733,254	733,253	
GIITEM Grant	84,251	84,251	95,843
Grant Contingency	5,000,000		10,000,000
Heritage & LWCS Grants-Selna Mongini Park			1,500,000
CDS Federal Grant-Mescal Well			1,056,000
SMART Fund			807,500
	$ 8,198,635	**$ 892,575**	**$ 14,417,257**
Court Special Revenue Funds	$	$	$
Court Enhancement	5,000	5,500	5,500
Court-Officer Safety	600	1,000	
	$ 5,600	**$ 6,500**	**$ 5,500**
	$	$	$
Other Special Revenue Funds			
Developer Reimbursement	540,000		412,000
Smart & Safe AZ	15,000	25,000	
Donations	1,172,550	30,206	110,800
Opioid Funds		10,000	30,000
Perpetual Care Fund		7,500	6,400
	$ 1,727,550	**$ 72,706**	**$ 559,200**
Total special revenue funds	**$ 10,394,773**	**$ 1,487,048**	**$ 16,153,667**
Debt service funds			
N/A	$	$	$
Total debt service funds	$	$	$
Capital projects funds			
Streets (Unrestricted) Funds	$	$	$
UVSP Agreement	50,000	40,000	50,000
Interest	1,000	22,536	11,000
	$ **51,000**	$ **62,536**	**$ 61,000**
Total capital projects funds	$ **51,000**	$ **62,536**	**$ 61,000**

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Clarkdale, AZ
Revenues other than property taxes
Fiscal Year 2024

DRAFT

Source of revenues		Estimated revenues 2023		Actual revenues* 2023		Estimated revenues 2024
Permanent funds						
N/A	$		$		$	
Total permanent funds	$		$		$	
Enterprise funds						
Water	$		$		$	
Water Fee Revenue		2,087,778		2,033,192		2,195,428
Interest		1,324		83,000		41,000
Miscellaneous		9,145		12,402		10,177
	$	**2,098,247**	$	**2,128,594**	**$**	**2,246,605**
Wastewater	$		$		$	
Wastewater Fee Revenue		995,669		991,301		1,341,512
Lease Revenue		19,500		25,420		
Interest		3,875		52,197		26,000
Miscellaneous		900		6,000		6,000
	$	**1,019,944**	$	**1,074,918**	**$**	**1,373,512**
Sanitation	$		$		$	
Sanitation Fee Revenue		451,000		452,882		462,392
Interest		50		603		300
Miscellaneous		1,000				
	$	**452,050**	$	**453,485**	**$**	**462,692**
Cemetery	$		$		$	
Cemetery Fee Revenue		30,000		32,420		30,000
Interest		125		6,671		3,275
Perpetual Care		5,525				
	$	**35,650**	$	**39,091**	**$**	**33,275**
Total enterprise funds	$	**3,605,891**	$	**3,696,088**	**$**	**4,116,084**
Internal service funds						
	$		$		$	
Total internal service funds	$		$		$	
Total all funds	$	**19,036,704**	$	**10,648,007**	**$**	**25,960,319**

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Clarkdale, AZ
Other financing sources/(uses) and interfund transfers
Fiscal year 2024

DRAFT

Fund	Other financing 2024 Sources	Other financing 2024 (Uses)	Interfund transfers 2024 In	Interfund transfers 2024 (Out)
General Fund				
HURF Fund	$	$	$ 48,093	$
Wastewater Fund			68,441	
Sanitation Fund			33,528	
Water Fund			83,825	
Cemetery Fund			4,110	
Smart & Safe			50,427	
Court Officer Safety			8,276	
Streets (Unrestricted) Fund				360,713
Capital Improvements Fund				1,386,915
CDBG Fund				12,153
General Fund	1,000,000			
Total General Fund	$ **1,000,000**	**$**	**$ 296,700**	**$ 1,759,781**
Special revenue funds				
HURF Fund	$	$	$	$ 48,093
CDBG Fund			12,153	
Smart & Safe	50,427			50,427
Court Officer Safety	8,276			8,276
Donations	27,500			
Perpetual Care Fund	43,924			50,324
Total special revenue funds	$ **130,127**	**$**	**$ 12,153**	**$ 157,120**
Debt service funds				
	$	$	$	$
Total debt service funds	$	$	$	$
Capital projects funds				
Streets (Unrestricted) Fund	$ 183,647	$	$ 595,713	$
Capital Improvements Fund	1,401,606		2,393,661	1,450,000
ARPA (CIP)	1,006,746			1,006,746
Total capital projects funds	$ **2,591,999**	**$**	**$ 2,989,374**	**$ 2,456,746**
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Wastewater Fund	$	$	$ 1,450,000	$ 68,441
Sanitation Fund	200,000			268,528
Water Fund	5,027,500			83,825
Cemetery Fund	176,000		50,324	4,110
Total enterprise funds	$ **5,403,500**	**$**	**$ 1,500,324**	**$ 424,904**
Internal service funds				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
Total all funds	$ **9,125,626**	**$**	**$ 4,798,551**	**$ 4,798,551**

Town of Clarkdale, AZ
Expenditures/expenses by fund
Fiscal year 2024

DRAFT

Fund/Department	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
General Fund				
Administration	$ 217,020	$	$ 193,713	$ 216,636
Town Clerk	155,735		144,856	165,092
Human Resources	144,063		132,821	165,666
Finance	293,262		299,373	312,866
Community Development	679,993		586,713	675,765
Parks & Recreation	201,180		191,472	280,198
Court	185,542		163,129	199,634
Police	1,660,041		1,624,035	1,716,139
Verde River RAPs	53,213		42,302	68,240
Public Works	513,540		501,426	574,747
Town Wide	627,181		528,416	657,885
CIP	237,764		237,764	
Contingency	425,000		2,267	772,619
Total General Fund	$ **5,393,534**	$	$ **4,648,287**	$ **5,805,487**
Special revenue funds				
Highway User Revenue Fund (HURF	$ 30,000	$	$ 5,000	$ 1,123,617
Dev Reimbursement Contingency	540,000			
Donations Fund	1,208,890		18,169	550,300
CDBG	406,016		12,500	405,669
Grants O&M and CIP	2,708,368		62,571	11,347,798
Grants Contingency	5,000,000			2,580,100
Court Enhancement	35,000		2,500	5,500
Court-Officer Safety	7,650			
GIITEM Grant	84,251		68,309	95,843
Smart & Safe AZ	15,000			
Opioid Fund			8,775	30,000
Perpetual Care			9,500	
Total special revenue funds	$ **10,035,175**	$	$ **187,324**	$ **16,138,827**
Debt service funds				
	$	$	$	$
Total debt service funds	$	$	$	$
Capital projects funds				
Capital Construction	$ 1,019,605	$	$ 200,000	$ 2,345,267
ARPA (CIP)			176,680	
Streets (Unrestricted)	388,547		299,251	840,360
Total capital projects funds	$ **1,408,152**	$	$ **675,931**	$ **3,185,627**
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Water O&M	$ 916,604	$	$ 796,390	$ 2,087,465
Water CIP & Debt Svc	1,852,709		729,242	4,421,183
Water Contingency	185,000			681,632
Wastewater O&M	572,574		697,779	731,018
Wastewater CIP & Debt Svc	734,245		290,584	1,120,448
Wastewater Contingency	75,000			903,605
Sanitation O&M	369,841		372,802	342,084
Sanitation Contingency	55,000			52,080
Cemetery O&M	47,343		50,116	42,487
Cemetery CIP	100,000			193,500
Cemetery Contingency				19,502
Perpetual Care Contingency	58,000			
Total enterprise funds	$ **4,966,316**	**$**	**$** **2,936,913**	**$** **10,595,004**
Internal service funds				
	$	$	$	$
Total internal service funds	$	$	$	$
Total all funds	$ **21,803,177**	**$**	**$** **8,448,455**	**$** **35,724,945**

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Clarkdale, AZ
Full-time employees and personnel compensation
Fiscal year 2024

DRAFT

Fund	Full-time equivalent (FTE) 2024	Employee salaries and hourly costs 2024	Retirement costs 2024	Healthcare costs 2024	Other benefit costs 2024	Total estimated personnel compensation 2024
General Fund	33.85	$ 2,499,673	$ 408,071	$ 495,089	$ 252,692	$ 3,655,525
Special revenue funds						
Grant Fund-GIITEM	0.75	$ 56,245	$ 15,540	$ 16,895	$ 7,163	$ 95,843
Total special revenue funds	**0.75**	**$ 56,245**	**$ 15,540**	**$ 16,895**	**$ 7,163**	**$ 95,843**
Debt service funds						
		$	$	$	$	$
Total debt service funds		$	$	$	$	$
Capital projects funds						
	2.68	$ 159,609	$ 19,693	$ 36,461	$ 20,617	$ 236,380
Total capital projects funds	**2.68**	**$ 159,609**	**$ 19,693**	**$ 36,461**	**$ 20,617**	**$ 236,380**
Permanent funds						
		$	$	$	$	$
Total permanent funds		$	$	$	$	$
Enterprise funds						
Water Fund	4.93	$ 301,986	$ 37,202	$ 74,137	$ 36,023	$ 449,348
Wastewater Fund	3.18	181,832	22,424	38,705	21,915	264,876
Sanitation Fund	0.74	40,527	4,981	7,493	3,358	56,359
Cemetery Fund	0.30	17,386	2,146	5,681	1,336	26,549
Total enterprise funds	**8.40**	**$ 501,204**	**$ 61,772**	**$ 118,523**	**$ 59,274**	**$ 740,773**
Internal service funds						
		$	$	$	$	$
Total internal service fund		$	$	$	$	$
Total all funds	**45.68**	**$ 3,216,731**	**$ 505,076**	**$ 666,968**	**$ 339,746**	**$ 4,728,521**

01 -GENERAL FU

REVENUES	BUDGET
LOCAL REVENUE	
01-4-4000-4001 FRANCHISE ROYALTIES	100,000
01-4-4000-4002 BUSINESS & HOME OCC LICENSES	8,500
01-4-4000-4003 BUILDING PERMITS	125,000
01-4-4000-4004 FACILITIES RENTALS	16,000
01-4-4000-4005 COURT FINES	50,000
01-4-4000-4006 LOCAL SALES TAX (EXCLUDING CO)	2,700,000
01-4-4000-4007 ANIMAL CONTROL	1,800
01-4-4000-4008 PROPERTY TAX	639,000
01-4-4000-4009 FORFEITURES, AUCTION, REPOSS	2,500
01-4-4000-4010 REIMB FOR COURT APPOINTED ATTY	1,000
01-4-4000-4012 RESTITUTION TOC AS VICTIM	1,500
01-4-4000-4013 POLICE RECORD COPIES	400
01-4-4000-4018 INSURANCE REIMBURSEMENTS	50,000
01-4-4000-4019 GENERAL P&Z	3,000
01-4-4000-4030 PD POST STORAGE IMPOUND	1,000
01-4-4000-4033 LIQUOR LICENSE FEES	400
01-4-4000-4034 SPECIAL EVENT PERMIT-TOWN	600
01-4-4000-4035 REIMBURSE PW STAFF TIME	200
01-4-4000-4036 VERDE RIVER RAP OUTFITTER FEES	35,000
01-4-4000-4037 VERDE RIVER RAP DAY USE FEES	9,000
01-4-4000-4038 RIVER SPECIAL EVENT PERMIT	100
01-4-4000-4041 SOIL REMEDIATION PERMITS	5,000
01-4-4000-4043 SCHOOL RESOURCE OFFICER REVENU	10,000
01-4-4000-4044 CONTGNT CONTRACT INSPECTOR	2,000
01-4-4000-4047 ENGINEERING INSPECTION FEES	2,000
01-4-4000-4051 CONCERT AMBASSADOR REVENUE	300
01-4-4000-4200 LEASE PROCEEDS	6,755
01-4-4000-4240 V RIVER MEMBERSHIP FEE REVENUE	700
01-4-4000-4350 SMART & SAFE FUNDS	12,000
01-4-4000-4500 MISCELLANEOUS INCOME	350
01-4-4000-4503 FINGER PRINTING REVENUE	1,500
01-4-4000-4504 PD VEHICLE USAGE RATE REV	500
01-4-4000-4505 RECORDS REQ, COPIES & FAXES	100
01-4-4000-4507 CC SURCHARGE REVENUE	3,700
01-4-4000-4700 INTEREST INCOME - LGIP 92147	140,000
01-4-4000-4902 NSF FEES COLLECTED	35
01-4-4000-6007 ADMIN FEE TRANS IN FR HURF	48,093
01-4-4000-6011 ADMIN FEE TRAN IN FROM SEWER	68,441
01-4-4000-6012 ADMIN FEE TRAN IN FROM SANITAT	33,528
01-4-4000-6013 ADMIN FEE TRAN IN FROM WATER	83,825
01-4-4000-6019 ADMIN FEE TRAN IN FROM CEMETER	4,110
01-4-4000-6030 TRANSFERS IN FROM OTHER FUNDS	58,703
01-4-4000-6050 OFS-FUND BALANCE APPROPRIATION	1,000,000
TOTAL LOCAL REVENUE	5,226,640

01 -GENERAL FU

REVENUES	BUDGET
COUNTY REVENUE	
STATE REVENUE	
01-4-4200-4030 STATE SALES TAX	697,749
01-4-4200-4031 STATE REV SHARE (INCOME TAX)	1,242,950
01-4-4200-4035 STATE VEHICLE LIC TAX	397,929
TOTAL STATE REVENUE	2,338,628
FIXED ASSET CONTRIBUTION	
TOTAL REVENUE	7,565,268

01 -GENERAL FU

EXPENDITURES	BUDGET
CAPITAL IMPROVEMENT PLAN	
CONTINGENCY & TRANSFERS	
01-5-2000-9250 DF ECO DEV/MARKET & SEED MONEY	5,000
01-5-2000-9400 CONTINGENCY	767,619
01-5-2000-9801 TRANS OUT DES FUNDS STREETS	360,713
01-5-2000-9851 TRANSFER OUT TO CIP	1,386,915
01-5-2000-9852 TRANSFER TO GRANTS FUND	12,153
TOTAL CONTINGENCY & TRANSFERS	2,532,400
ADMINISTRATION	
01-5-2100-6000 SALARIES-ADMINISTRATION	154,850
01-5-2100-6020 SOCIAL SECURITY	12,612
01-5-2100-6022 HEALTH INSURANCE	11,390
01-5-2100-6023 WORKERS COMP INSURANCE	424
01-5-2100-6024 STATE RETIREMENT	20,260
01-5-2100-6030 TRAVEL & EDUCATION	3,600
01-5-2100-6035 TRANS & COMM ALLOWANCE	10,000
01-5-2100-7015 BUSINESS MEETINGS & MEALS	500
01-5-2100-7020 OFFICE SUPPLIES	500
01-5-2100-7022 DUES & ASSOCIATIONS	1,800
01-5-2100-7050 TELEPHONE	400
01-5-2100-8000 EQUIPMENT PURCHASE	300
TOTAL ADMINISTRATION	216,636
TOWN CLERK	
01-5-2101-6000 SALARIES-TOWN CLERK	81,354
01-5-2101-6001 SALARIES TOWN COUNCIL	14,400
01-5-2101-6020 SOCIAL SECURITY	7,325
01-5-2101-6022 HEALTH INSURANCE	15,902
01-5-2101-6023 WORKERS COMP INSURANCE	246
01-5-2101-6024 STATE RETIREMENT	9,998
01-5-2101-6026 HSA EMPLOYER PORTION	2,724
01-5-2101-6030 TRAVEL & EDUCATION	2,930
01-5-2101-6031 COUNCIL TRAVEL & EDUCATION	10,000
01-5-2101-7002 GASOLINE	300
01-5-2101-7004 SOFTWARE AND RENEWALS	7,100
01-5-2101-7015 BUSINESS MEETINGS & MEALS	2,000
01-5-2101-7020 OFFICE SUPPLIES	700
01-5-2101-7021 PUBLICATIONS & ADVERTISING	1,800
01-5-2101-7022 DUES & ASSOCIATIONS	500
01-5-2101-7050 TELEPHONE	325
01-5-2101-7055 TOWN CODE MAINTENANCE	2,500
01-5-2101-7300 RECORDS MANAGEMENT	4,988
TOTAL TOWN CLERK	165,092

EXPENDITURES	BUDGET
HUMAN RESOURCES	
01-5-2102-6000 SALARIES- HUMAN RESOURCES	97,535
01-5-2102-6020 SOCIAL SECURITY	7,461
01-5-2102-6022 HEALTH INSURANCE	10,905
01-5-2102-6023 WORKERS COMP INSURANCE	251
01-5-2102-6024 STATE RETIREMENT	11,987
01-5-2102-6026 HSA EMPLOYER PORTION	4,502
01-5-2102-6030 TRAVEL & EDUCATION	2,500
01-5-2102-6032 EMPLOYEE RETENTION	4,000
01-5-2102-7020 OFFICE SUPPLIES	300
01-5-2102-7021 PUBLICATIONS & ADVERTISING	1,000
01-5-2102-7022 DUES & ASSOCIATIONS	800
01-5-2102-7023 HEALTH MANAGEMENT	500
01-5-2102-7024 EMPLOYEE TRAINING	15,000
01-5-2102-7030 NEW HIRE EXPENSE	3,000
01-5-2102-7050 TELEPHONE	425
01-5-2102-8000 EQUIPMENT PURCHASE	500
01-5-2102-9009 UNEMPLOYMENT	5,000
TOTAL HUMAN RESOURCES	165,666
FINANCE	
01-5-2103-6000 SALARIES FINANCE	219,045
01-5-2103-6020 SOCIAL SECURITY	16,757
01-5-2103-6022 HEALTH INSURANCE	30,516
01-5-2103-6023 WORKERS COMP INSURANCE	563
01-5-2103-6024 STATE RETIREMENT	26,921
01-5-2103-6026 HSA EMPLOYER PORTION	8,663
01-5-2103-6030 TRAVEL & EDUCATION	4,985
01-5-2103-7020 OFFICE SUPPLIES	1,200
01-5-2103-7021 PUBLICATIONS & ADVERTISING	1,000
01-5-2103-7022 DUES & ASSOCIATIONS	616
01-5-2103-7023 TRANSPARENCY POSTINGS	1,000
01-5-2103-7024 PHOENIX BUSINESS INT	275
01-5-2103-7025 POSTAGE	750
01-5-2103-7050 TELEPHONE	575
TOTAL FINANCE	312,866
TOWN WIDE	
01-5-2300-6000 SALARIES - TOWN WIDE	125,262
01-5-2300-6020 SOCIAL SECURITY	9,583
01-5-2300-6022 HEALTH INSURANCE	20,114
01-5-2300-6023 WORKERS COMP INSURANCE	235
01-5-2300-6024 STATE RETIREMENT	11,339
01-5-2300-6045 CELL PHONE STIPEND	1,800
01-5-2300-7001 EQUIPMENT REPAIR & MAINTANCE	10,000
01-5-2300-7002 INCODE MAINTANCE	22,400
01-5-2300-7004 SOFTWARE AND RENEWALS	41,000
01-5-2300-7005 IT HARDWARE SERVICE CONTRACTS	5,000
01-5-2300-7007 ARC GIS LICENSE & SOFTWARE	3,400

EXPENDITURES	BUDGET
01-5-2300-7008 PLOTTER MAINT A&E REPROGRAPH	1,800
01-5-2300-7015 BUSINESS MEETINGS & MEALS	1,500
01-5-2300-7020 OFFICE SUPPLIES	1,100
01-5-2300-7022 DUES AND ASSOCIATION FEES	13,000
01-5-2300-7025 POSTAGE	1,025
01-5-2300-7910 BANK CHARGES/CREDIT CARD FEES	8,000
01-5-2300-8001 ITC EQUIPMENT	30,000
01-5-2300-9002 IT CONTRACT SERVICES	105,000
01-5-2300-9003 MFFC PAYMENT	12,500
01-5-2300-9004 LEGAL MUNICIPAL	75,000
01-5-2300-9007 AUDIT COSTS	29,750
01-5-2300-9008 LIABILITY & PROPERTY INSURANCE	77,829
01-5-2300-9010 EMERGENCY MANAGEMENT SUPPLIES	2,000
01-5-2300-9015 TOWN WEB SITE	8,448
01-5-2300-9018 INSURANCE CLAIMS	800
01-5-2300-9250 TOURISM/MARKETING	40,000
TOTAL TOWN WIDE	657,885
COMMUNITY DEVELOPMENT	
01-5-2500-6000 SALARIES- PLANNING & ZONING	382,570
01-5-2500-6020 SOCIAL SECURITY	29,267
01-5-2500-6022 HEALTH INSURANCE	69,765
01-5-2500-6023 WORKERS COMP INSURANCE	3,476
01-5-2500-6024 STATE RETIREMENT	46,994
01-5-2500-6026 HSA EMPLOYER PORTION	12,093
01-5-2500-6030 TRAVEL & EDUCATION	3,500
01-5-2500-6031 COMM & BOARD TRAVEL & ED	2,000
01-5-2500-7001 EQUIPMENT REPAIRS & MAINT	2,000
01-5-2500-7002 GASOLINE	1,500
01-5-2500-7012 SOFTWARE MAINTENANCE	11,000
01-5-2500-7015 BUSINESS MEETINGS & MEALS	500
01-5-2500-7020 OFFICE SUPPLIES	2,000
01-5-2500-7021 PUBLICATIONS & ADVERSTISING	1,500
01-5-2500-7022 DUES & ASSOCIATIONS	2,000
01-5-2500-7025 POSTAGE	600
01-5-2500-7026 PRINTING FEE	1,500
01-5-2500-7050 TELEPHONE	2,500
01-5-2500-8000 EQUIPMENT PURCHASE	1,000
01-5-2500-9005 CONTRACT SERVICES	100,000
TOTAL COMMUNITY DEVELOPMENT	675,765
PARKS & RECREATION	
01-5-2602-6000 SALARIES - PARKS & RECREATION	174,167
01-5-2602-6002 AMBASSADOR SALARIES	4,918
01-5-2602-6020 SOCIAL SECURITY	13,698
01-5-2602-6022 HEALTH INSURANCE	48,187
01-5-2602-6023 WORKERS COMP INSURANCE	643
01-5-2602-6024 STATE RETIREMENT	21,175
01-5-2602-6026 HSA EMPLOYER PORTION	3,480
01-5-2602-6030 TRAVEL & EDUCATION	2,200

01 -GENERAL FU

EXPENDITURES	BUDGET
01-5-2602-6033 VOLUNTEER APPRECIATION EXP	1,000
01-5-2602-7020 OFFICE SUPPLIES	300
01-5-2602-7022 DUES AND ASSOCIATIONS	380
01-5-2602-7050 TELEPHONE	700
01-5-2602-7300 PROGRAMMING	2,500
01-5-2602-7700 FOURTH OF JULY	1,000
01-5-2602-7800 HALLOWEEN	1,000
01-5-2602-7801 CHRISTMAS	1,000
01-5-2602-7900 PARK LEASES & MAINTENANCE	850
01-5-2602-8000 EQUIPMENT PURCHASE	3,000
TOTAL PARKS & RECREATION	280,198
COURT	
01-5-2800-6000 SALARIES- COURT	28,000
01-5-2800-6020 SOCIAL SECURITY	2,142
01-5-2800-6023 WORKERS COMP INSURANCE	72
01-5-2800-8020 PUBLIC DEFENDER/DEFENSE ATTY	14,000
01-5-2800-8030 PROSECUTING ATTORNEY	30,000
01-5-2800-9005 CONTRACT SERVICES	105,420
01-5-2800-9400 CONTINGENCY	20,000
TOTAL COURT	199,634
POLICE	
01-5-2900-6000 SALARIES- POLICE	894,208
01-5-2900-6001 OVERTIME- POLICE	43,440
01-5-2900-6020 SOCIAL SECURITY	72,832
01-5-2900-6021 PSPRS RETIREMENT	217,749
01-5-2900-6022 HEALTH INSURANCE	167,441
01-5-2900-6023 WORKERS COMP INSURANCE	44,681
01-5-2900-6024 STATE RETIREMENT	12,248
01-5-2900-6026 HSA EMPLOYER PORTION	27,465
01-5-2900-6030 TRAVEL & EDUCATION	6,500
01-5-2900-6040 UNIFORM ALLOWANCE	14,400
01-5-2900-7001 EQUIPMENT REPAIRS & MAINT	12,000
01-5-2900-7002 GASOLINE & CAR WASHES	20,000
01-5-2900-7009 AMMUNITION & RANGE	2,000
01-5-2900-7015 BUSINESS MEETINGS & MEALS	3,500
01-5-2900-7020 OFFICE SUPPLIES	3,839
01-5-2900-7021 PUBLICATIONS & ADVERTISING	500
01-5-2900-7022 DUES & ASSOCIATIONS	1,000
01-5-2900-7023 COMMUNITY PROGRAMS	2,000
01-5-2900-7025 POSTAGE	250
01-5-2900-7050 TELEPHONE	14,480
01-5-2900-7500 POLICE SUPPLIES	4,200
01-5-2900-7501 TOWING	200
01-5-2900-7502 ANIMAL CONTROL	125
01-5-2900-7504 SILENT WITNESS	100
01-5-2900-7505 ANIMAL SHELTER	9,500
01-5-2900-7550 BUILDING & EMPLOYEE SAFETY	500
01-5-2900-8000 EQUIPMENT PURCHASE	20,000

EXPENDITURES	BUDGET
01-5-2900-8003 RECORDS SOFTWARE SUPPORT	11,822
01-5-2900-8005 CLOUD STORAGE/CAMERA SUPPORT	12,859
01-5-2900-9007 DISPATCHING CONTRACT	94,500
01-5-2900-9010 EMERGENCY MANAGEMENT	1,800
TOTAL POLICE	1,716,139
VERDE RIVER RAPS	
01-5-2905-6000 SALARIES-VERDE RIVER RAPS	46,483
01-5-2905-6020 SOCIAL SECURITY	3,602
01-5-2905-6023 WORKERS COMP INSURANCE	1,297
01-5-2905-6024 STATE RETIREMENT	558
01-5-2905-6030 UNIFORM ALLOWANCE	300
01-5-2905-7001 EQUIPMENT REPAIR & MAINTENANC	2,000
01-5-2905-7002 GASOLINE	2,600
01-5-2905-7050 TELEPHONE	600
01-5-2905-7060 RAP RESTROOMS	9,600
01-5-2905-7500 SUPPLIES	1,200
TOTAL VERDE RIVER RAPS	68,240
PUBLIC WORKS	
01-5-3101-6000 SALARIES- PUBLIC WORKS	233,441
01-5-3101-6020 SOCIAL SECURITY	17,954
01-5-3101-6022 HEALTH INSURANCE	51,588
01-5-3101-6023 WORKERS COMP INSURANCE	8,868
01-5-3101-6024 STATE RETIREMENT	28,842
01-5-3101-6026 HSA EMPLOYER PORTION	10,354
01-5-3101-6030 TRAVEL & EDUCATION	3,000
01-5-3101-6040 UNIFORMS	2,000
01-5-3101-7001 EQUIPMENT REPAIRS & MAINTANCE	10,000
01-5-3101-7002 GASOLINE	5,000
01-5-3101-7004 PARK EQUIPT REPAIRS & MAINT	8,000
01-5-3101-7006 LANDSCAPING	750
01-5-3101-7008 EQUIPMENT RENTAL	1,000
01-5-3101-7012 SOFTWARE MAINTENANCE	2,000
01-5-3101-7015 BUSINESS MEETINGS & MEALS	200
01-5-3101-7020 OFFICE SUPPLIES	425
01-5-3101-7021 PUBLICATIONS & ADVERTISING	100
01-5-3101-7022 DUES & ASSOCIATIONS	725
01-5-3101-7050 TELEPHONE	2,750
01-5-3101-7060 HEATING	7,000
01-5-3101-7061 WATER USE	37,000
01-5-3101-7062 ELECTRICAL	59,000
01-5-3101-7500 BUILDING SUPPLIES	3,750
01-5-3101-7501 PEST CONTROL	2,900
01-5-3101-7503 BUILDING MAINTENANCE	7,500
01-5-3101-7504 CLEANING SUPPLIES	750
01-5-3101-7505 B&G TOOLS	2,100
01-5-3101-7550 EMPLOYEE SAFETY	750
01-5-3101-9010 PROFESSIONAL SERVICES	10,000
01-5-3101-9012 TRANSIT CONTRACT	57,000
TOTAL PUBLIC WORKS	574,747

EXPENDITURES	BUDGET
HERITAGE CONSERVANCY	
TOTAL EXPENDITURES	7,565,268

BUDGET LISTING

AS OF: JULY 31ST, 2023

03 -HURF (STRE

REVENUES	BUDGET
LOCAL REVENUE	
03-4-4000-4030 HB 2748 HURF ALLOCATION	664,780
03-4-4000-4700 INTEREST LGIP 92148	26,000
TOTAL LOCAL REVENUE	690,780
STATE REVENUE	
03-4-4200-4032 HIGHWAY USER (HURF)	480,930
TOTAL STATE REVENUE	480,930
STREET DONATIONS	
TOTAL REVENUE	1,171,710

BUDGET LISTING

AS OF: JULY 31ST, 2023

03 -HURF (STRE

EXPENDITURES	BUDGET
HURF (STREETS)	
03-5-0100-6003 REIMBURSEMENT TO GF	48,093
03-5-0100-8006 STREET SIGNS & STRIPING	5,000
03-5-0100-9400 CONTINGENCY	123,837
TOTAL HURF (STREETS)	176,930
HURF CIP	
03-5-0800-8000 CAPITAL IMPROVEMENT PLAN	994,780
TOTAL HURF CIP	994,780
OFU-FUND BALANCE APPROP.	
TOTAL EXPENDITURES	1,171,710

BUDGET LISTING

AS OF: JULY 31ST, 2023

06 -STREET FUN

REVENUES	BUDGET
LOCAL REVENUE	
06-4-4000-4600 UVSP AGREEMENT REVENUE	50,000
06-4-4000-4709 LGIP INTEREST 93924	11,000
06-4-4000-4802 TRANS IN FR SANITATION FD	235,000
06-4-4000-4992 DES FD GEN STREET PROJECTS	360,713
06-4-4000-6050 FUND BALANCE APPROPRIATION	183,647
TOTAL LOCAL REVENUE	840,360
STATE REVENUE	
TOTAL REVENUE	840,360

06 -STREET FUN

EXPENDITURES	BUDGET
STREETS UNRESTRICTED	
06-5-0100-6000 SALARIES O & M	159,609
06-5-0100-6020 SOCIAL SECURITY	12,257
06-5-0100-6022 HEALTH INSURANCE	32,349
06-5-0100-6023 WORKERS COMPENSATION	8,360
06-5-0100-6024 STATE RETIREMENT	19,693
06-5-0100-6026 HSA EMPLOYER PORTION	4,112
06-5-0100-6030 TRAVEL & EDUCATION	3,000
06-5-0100-6040 UNIFORM ALLOWANCE	1,000
06-5-0100-7001 EQUIPMENT REPAIRS & MAINT	5,000
06-5-0100-7002 GASOLINE	3,500
06-5-0100-7004 SOFTWARE PROGRAMS/MAINT	3,750
06-5-0100-7015 BUSINESS MEETINGS & MEALS	100
06-5-0100-7020 OFFICE SUPPLIES	275
06-5-0100-7021 PUBLICATIONS & ADVERTISING	100
06-5-0100-7022 DUES & ASSOCIATIONS	150
06-5-0100-7050 TELEPHONE	1,500
06-5-0100-7062 ELECTRICAL	24,000
06-5-0100-7063 SIDEWALKS	14,000
06-5-0100-7500 STREET SUPPLIES	12,500
06-5-0100-7505 TOOLS	1,100
06-5-0100-7550 EMPLOYEE SAFETY EQUIPMENT	500
06-5-0100-9008 LIABILITY & PROPERTY INSURANCE	19,671
06-5-0100-9010 PROFESSIONAL SERVICES	10,000
06-5-0100-9400 CONTINGENCY	46,098
06-5-0100-9803 BENT RIVER MAINT/ DES FDS	4,486
TOTAL STREETS UNRESTRICTED	387,110
CAPITAL IMPROVEMENT PLAN	
06-5-0800-8000 CAPITAL IMPROVEMENT PLAN	453,250
TOTAL CAPITAL IMPROVEMENT PLAN	453,250
OTHER FINANCING USES	
MISC	
TOTAL EXPENDITURES	840,360
** REVENUE OVER(UNDER) EXPENDITURES **	0

BUDGET LISTING
AS OF: JULY 31ST, 2023

11 -WASTEWATER

REVENUES	BUDGET
WASTEWATER P & E IMPROVMT	
11-4-0703-9803 CAPITAL TRANSFER IN	650,000
TOTAL WASTEWATER P & E IMPROVMT	650,000
WASTERWATER REVENUE	
11-4-4000-4014 SEWER USE FEES	963,376
11-4-4000-4116 SEWER LINE REPLACEMENT REVENUE	36,338
11-4-4000-4120 SEWER CAPACITY FEES	288,198
11-4-4000-4125 SEWER CONNECTION FEES	41,000
11-4-4000-4201 EFFLUENT/ RECLAIMED WATER SALE	6,000
11-4-4000-4507 CC SURCHARGE REVENUE	600
11-4-4000-4700 INTEREST INCOME-MISC. WW	7,000
11-4-4000-4705 LGIP WASTEWATER 93947	19,000
11-4-4000-4800 TRANSFERS IN	800,000
11-4-4000-4900 SEWER LATE FEES	12,000
TOTAL WASTERWATER REVENUE	2,173,512
TOTAL REVENUE	2,823,512

11 -WASTEWATER

EXPENDITURES	BUDGET
WASTE WATER O & M	
11-5-0700-6000 SALARIES-WASTEWATER O&M	181,832
11-5-0700-6003 REIMBURSEMENT FEE TO GF	68,441
11-5-0700-6020 SOCIAL SECURITY	13,959
11-5-0700-6022 HEALTH INSURANCE	31,018
11-5-0700-6023 WORKERS COMPENSATION	7,956
11-5-0700-6024 STATE RETIREMENT	22,424
11-5-0700-6026 HSA EMPLOYER PORTION	7,687
11-5-0700-6030 TRAVEL & EDUCATION	2,500
11-5-0700-6031 CERTIFICATIONS	2,700
11-5-0700-6040 UNIFORM ALLOWANCE	1,000
11-5-0700-7000 LIFT STATION O&M	7,000
11-5-0700-7001 EQUIPMENT REPAIRS & MAINT	4,000
11-5-0700-7002 GASOLINE	3,500
11-5-0700-7003 CHEMICALS	36,000
11-5-0700-7004 RECLAIM WATER	2,500
11-5-0700-7005 LINE REPAIRS/REPLACEMENT	10,000
11-5-0700-7010 PLANT IMPROVEMENTS	30,600
11-5-0700-7011 SEWER TAPS (CONNECTION)	500
11-5-0700-7013 SOFTWARE MAINTENANCE/RENEWAL	2,000
11-5-0700-7014 UNIFORM CLEANING SERVICES	1,000
11-5-0700-7015 BUSINESS MEETINGS & MEALS	100
11-5-0700-7020 OFFICE SUPPLIES	500
11-5-0700-7022 DUES & ASSOCIATIONS	1,500
11-5-0700-7025 POSTAGE	100
11-5-0700-7050 TELEPHONE	1,750
11-5-0700-7061 WATER	2,800
11-5-0700-7062 ELECTRICAL	75,000
11-5-0700-7505 TOOLS	4,000
11-5-0700-7550 EMPLOYEE SAFETY	750
11-5-0700-7600 BAD DEBTS	1,350
11-5-0700-7910 BANKING/CREDIT CARD EXPENSE	7,000
11-5-0700-7911 INCODE MAINTENANCE	1,400
11-5-0700-7920 FISHER HOUSE MAINTENANCE	2,000
11-5-0700-7950 BILL PRINTING&PMT PORTAL (L&R)	5,000
11-5-0700-8000 EQUIPMENT PURCHASE	26,000
11-5-0700-9008 LIABILITY & PROPERTY INSURANCE	26,342
11-5-0700-9009 CONTRACTED OPERATORS	115,000
11-5-0700-9010 PROFESSIONAL SERVICES	38,500
11-5-0700-9012 REGULATORY FEES ADEQ	6,750
11-5-0700-9015 CHEMICAL TESTING	27,000
11-5-0700-9018 SLUDGE REMOVAL	20,000
11-5-0700-9025 WW CONTINGENCY	903,605
TOTAL WASTE WATER O & M	1,703,064

EXPENDITURES	BUDGET
WASTEWATER LINE REPLACEMT	
WASTEWATER CAP FEE DEV P	
WASTEWATER P & E IMPROVMT	
11-5-0703-9050 WIFA LOAN PRINCIPAL	215,448
TOTAL WASTEWATER P & E IMPROVMT	215,448
WASTEWATER LIFT STATION R	
CAPITAL IMPROVEMENT PLAN	
11-5-0800-8023 CAPITAL IMPROVEMENT PLAN FY23	905,000
TOTAL CAPITAL IMPROVEMENT PLAN	905,000
OTHER FINANCING USES	
TOTAL EXPENDITURES	2,823,512
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** REVENUE OVER(UNDER) EXPENDITURES **	(0)
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BUDGET LISTING

AS OF: JULY 31ST, 2023

12 -SANITATION

REVENUES	BUDGET
SANITATION REVENUE	
12-4-4000-4013 TRASH USER FEES	456,642
12-4-4000-4507 CC SURCHARGE REVENUE	750
12-4-4000-4700 LGIP SANITATION SERVICE #94022	300
12-4-4000-4900 TRASH LATE FEES	5,000
12-4-4000-6050 FUND BALANCE APPROPRIATION	200,000
TOTAL SANITATION REVENUE	662,692
TOTAL REVENUE	662,692

BUDGET LISTING

AS OF: JULY 31ST, 2023

12 -SANITATION

EXPENDITURES	BUDGET
SANITATION O & M	
12-5-0700-6000 SALARIES- SANITATION O&M	40,527
12-5-0700-6003 REIMBURSEMENT TO GF	33,528
12-5-0700-6020 SOCIAL SECURITY	3,101
12-5-0700-6022 HEALTH INSURANCE	6,797
12-5-0700-6023 WORKERS COMPENSATION	257
12-5-0700-6024 STATE RETIREMENT	4,981
12-5-0700-6026 HSA EMPLOYER PORTION	696
12-5-0700-7008 EQUIPMENT RENTAL	1,200
12-5-0700-7013 SOFTWARE MAINTENANCE/RENEWAL	1,950
12-5-0700-7020 OFFICE SUPPLIES	1,900
12-5-0700-7022 DUES AND ASSOCIATIONS	125
12-5-0700-7025 POSTAGE	25
12-5-0700-7050 TELEPHONE	200
12-5-0700-7600 BAD DEBT	1,900
12-5-0700-7910 BANKING/CREDIT CARD EXPENSE	10,000
12-5-0700-7911 INCODE MAINTENANCE	1,925
12-5-0700-7950 BILL PRINTING&PMT PORTAL (L&R)	6,000
12-5-0700-9002 COMM HAZ WASTE CLEAN UP	5,500
12-5-0700-9004 NEIGHBORHOOD CLEAN-UP	4,000
12-5-0700-9005 CONTRACT SERVICES	251,000
12-5-0700-9015 TRANSFER TO STREET FUND (NR)	235,000
12-5-0700-9400 CONTINGENCY	52,080
TOTAL SANITATION O & M	662,692
CAPITAL IMPROVEMENT PLAN	
OFU-FUND BALANCE APPROP.	
TOTAL EXPENDITURES	662,692

BUDGET LISTING
AS OF: JULY 31ST, 2023

13 -WATER FUND

REVENUES	BUDGET
WATER O & M	
WATER CAPITAL IMPROVEMEN	
WATER GENERAL REVENUE	
13-4-4000-4009 SYSTEM REPLACEMENT SURCHARGE	52,614
13-4-4000-4010 WATER BASE/USAGE FEE	1,768,183
13-4-4000-4102 ESTABLISHMENT FEES	14,000
13-4-4000-4120 WATER CAPACITY FEES	192,729
13-4-4000-4201 CONNECTION FEE - TYPE A	39,850
13-4-4000-4507 CREDIT CARD SURCHARGE REVENUE	1,000
13-4-4000-4709 LGIP INT WATER UTILITY 93927	41,000
13-4-4000-4900 WATER LATE FEES	18,500
13-4-4000-4901 NSF FEES	750
13-4-4000-6050 FUND BALANCE APPROPRIATION	5,027,500
TOTAL WATER GENERAL REVENUE	7,156,126
WATER COUNTY REVENUE	
13-4-4100-4025 TPT ACCOUNTING CREDIT	500
TOTAL WATER COUNTY REVENUE	500
ADUITORS GRANT REVENUE	
WATER	
13-4-4003-4570 WATER RESOURCE DEVELOPMENT FEE	94,350
13-4-4003-4571 WATER CONSERVATION	5,901
13-4-4003-4572 ADJUDICATION & SETTLEMENTS	9,677
13-4-4003-4580 REGIONAL WATER PROJECTS	7,552
TOTAL WATER	117,479
TOTAL REVENUE	7,274,105

13 -WATER FUND

EXPENDITURES		BUDGET
WATER O & M		
13-5-0700-6000	WATER O & M SALARIES	301,986
13-5-0700-6003	REIMBURSEMENT FEES TO GF	83,825
13-5-0700-6020	SOCIAL SERCURITY	23,156
13-5-0700-6022	HEALTH INSURANCE	61,400
13-5-0700-6023	WORKERS COMPENSATION	12,867
13-5-0700-6024	STATE RETIREMENT	37,202
13-5-0700-6026	HSA EMPLOYER PORTION	12,737
13-5-0700-6030	TRAVEL & EDUCATION	2,500
13-5-0700-6031	CERTIFICATIONS	2,700
13-5-0700-6040	UNIFORMS/BOOTS	1,000
13-5-0700-7001	EQUIPMENT REPAIRS & MAINT.	4,000
13-5-0700-7002	GASOLINE	3,500
13-5-0700-7005	LINE REPAIRS	21,000
13-5-0700-7006	WELLS O&M	18,000
13-5-0700-7007	STORAGE O&M	7,000
13-5-0700-7012	BOOSTER STATION O&M	1,000
13-5-0700-7013	SOFTWARE MAINTENANCE/RENEWAL	5,750
13-5-0700-7014	UNIFORM CLEANING SERVICES	1,000
13-5-0700-7015	BUSINESS MEETINGS & MEALS	300
13-5-0700-7020	OFFICE SUPPLIES & EXPENSE	400
13-5-0700-7021	PUBLICATIONS & ADVERTISING	100
13-5-0700-7022	DUES & ASSOCIATIONS	1,025
13-5-0700-7025	POSTAGE	300
13-5-0700-7049	ANSWERING SERVICE	2,175
13-5-0700-7050	TELEPHONE	4,000
13-5-0700-7062	ELECTRICAL	64,000
13-5-0700-7065	HYDRANTS & VALVES	35,000
13-5-0700-7070	WATER CONSERVATION	5,100
13-5-0700-7080	REGIONAL WATER PROJECT EXP	43,000
13-5-0700-7101	CUSTOMER SUPPORT PROGRAM	1,000
13-5-0700-7200	CONNECTION FEES (TYPE A)	38,000
13-5-0700-7500	WATER TESTING	4,815
13-5-0700-7502	TOOLS	5,500
13-5-0700-7505	CHEMICALS	85,000
13-5-0700-7550	EMPLOYEE SAFTEY	750
13-5-0700-7600	BAD DEBTS	2,160
13-5-0700-7910	BANKING/CREDIT CARD EXPENSE	11,500
13-5-0700-7911	INCODE MAINTENANCE	2,500
13-5-0700-7920	FISHER HOUSE MAINTENANCE	2,000
13-5-0700-7950	BILL PRINTING&PMT PORTAL (L&R)	8,000
13-5-0700-8001	EQUIPMENT PURCHASE	14,000
13-5-0700-8002	METER REPAIRS/REPLACEMENT	50,000
13-5-0700-9005	INCODE BADGER METER MAINT	3,000
13-5-0700-9008	LIABLITY & PROPERTY INSURANCE	17,293
13-5-0700-9010	PROFESSIONAL SERVICES	35,000
13-5-0700-9015	ARSENIC O & M	4,000
13-5-0700-9020	ADEQ FEES	5,750

13 -WATER FUND

EXPENDITURES	BUDGET
13-5-0700-9760 CONTINGENCY	681,632
TOTAL WATER O & M	1,727,923
WATER CAPITAL IMPROVEMEN	
13-5-0703-8570 WATER RESOURCE DEVELPMENT PROJ	1,000,000
13-5-0703-9004 ADJUDICATION WATER RIGHTS	100,000
13-5-0703-9050 TWIN 5 WIFA LOAN DEBT SERVICE	46,851
13-5-0703-9060 UPPER TOWN WIFA DEBT SERVICE	454,332
TOTAL WATER CAPITAL IMPROVEMEN	1,601,183
CAPITAL IMPROVEMENT PLAN	
13-5-0800-8023 CAPITAL IMPROVEMENT PLAN FY23	3,920,000
TOTAL CAPITAL IMPROVEMENT PLAN	3,920,000
WATER CAPACITY	
13-5-1300-7999 WATER CAPACITY FEE	25,000
TOTAL WATER CAPACITY	25,000
OTHER FINANCING USES	
TOTAL EXPENDITURES	7,274,105
** REVENUE OVER(UNDER) EXPENDITURES **	(0)

BUDGET LISTING

AS OF: JULY 31ST, 2023

15 -ARPA FUNDS

REVENUES	BUDGET
GENERAL	
LOCAL REVENUE	
15-4-4000-6050 FUND BALANCE APPROPRIATION	1,006,746
TOTAL LOCAL REVENUE	1,006,746
TOTAL REVENUE	1,006,746

BUDGET LISTING

AS OF: JULY 31ST, 2023

15 -ARPA FUNDS

EXPENDITURES	BUDGET
GENERAL	
ARPA	
15-5-0045-9850 TRANSFERS OUT	1,006,746
TOTAL ARPA	1,006,746
CONTINGENCY	
ADMINISTRATION	
TOTAL EXPENDITURES	1,006,746

BUDGET LISTING
AS OF: JULY 31ST, 2023

16 -GRANTS FUN

REVENUES	BUDGET
MISC GRANTS	
16-4-0000-4500 MISC GRANT REV	10,000,000
TOTAL MISC GRANTS	10,000,000
YAVAPAI COUNTY FLOOD CON	
16-4-0004-4500 YAVAPAI COUNTY FLOOD CONTROL	50,000
TOTAL YAVAPAI COUNTY FLOOD CON	50,000
SAFE ROUTES TO SCHOOL	
RICO	
16-4-0007-4500 RICO REVENUE	30,000
TOTAL RICO	30,000
VEST	
16-4-0008-4001 POLICE BULLET PROOF VEST	5,000
TOTAL VEST	5,000
EECDBG	
GOER-POLICE CAR	
GOHS-DUI TASK FORCE	
BROADWAY AND MAIN	
AZ DOHS RADIO GRANT	
16-4-0023-4500 AZDOHS PORTABLE RADIO GRANT	10,000
TOTAL AZ DOHS RADIO GRANT	10,000
FRIENDS OF THE VERDE RIVE	
16-4-0027-4500 FRIENDS OF THE VERDE GRANT	5,000
TOTAL FRIENDS OF THE VERDE RIVE	5,000
STEP ENFORCEMENT/GOHS	
RURAL BUSI DEV GRANT	
COURT SECURITY GRANT	
PICKLEBALL GRANT	
BROADWAY/BITTERCREEK EXT	

16 -GRANTS FUN

REVENUES	BUDGET
ART IN PUBLIC PLACES	
PD ANTENNA GRANT	
PEDESTRIAN & BIKE SAFETY	
MAIN/BROAD OVERLAY DESIGN	
MAIN/BROAD OVERLAY CONST	
AZ AG PD SAFETY EQUIP GRA	
HERITAGE GRANT	
16-4-0043-4500 HERITAGE GRANT-SIGNAGE	50,000
TOTAL HERITAGE GRANT	50,000
AZ COMM FOUNDATION	
AMERICAN RESCUE PLAN ACT	
RAIN-DESIGN	
16-4-0046-4500 SELNA MOGNINI FEDERAL & STATE	1,500,000
TOTAL RAIN-DESIGN	1,500,000
STATE PARKS	
HURF EXCHANGE	
FED APPROPRIATION USDA	
16-4-0050-4500 FEDERAL APPROPRIATION/USDA	1,451,610
TOTAL FED APPROPRIATION USDA	1,451,610
RAISE GRANT	
16-4-0051-4500 SMART FUND GRANT	807,500
TOTAL RAISE GRANT	807,500
SOLAR TABLES GRANT	
16-4-0055-4500 SOLAR TABLES GRANT	18,788
TOTAL SOLAR TABLES GRANT	18,788
E TICKET GRANT	
TOTAL REVENUE	13,927,898

16 -GRANTS FUN

EXPENDITURES	BUDGET
MISC GRANTS	
16-5-0000-7999 MISC GRANT EXP	2,580,100
TOTAL MISC GRANTS	2,580,100
YAVAPAI COUNTY FLOOD CON	
16-5-0004-7000 GRANT OR PROJECT EXPENSE	50,000
TOTAL YAVAPAI COUNTY FLOOD CON	50,000
SAFE ROUTES TO SCHOOL	
RICO	
16-5-0007-7999 RICO- MISC EXPENSE	30,000
TOTAL RICO	30,000
VEST	
16-5-0008-7001 POLICE BULLET PROOF VEST	5,000
TOTAL VEST	5,000
EECDBG	
GOER-POLICE CAR	
GOHS-DUI TASK FORCE	
BROADWAY AND MAIN	
CLARKDALE PARKWAY	
AZ DOHS RADIO GRANT	
16-5-0023-7000 AZDOHS RADIO GRANT EXPENSES	10,000
TOTAL AZ DOHS RADIO GRANT	10,000
FRIENDS OF THE VERDE RIVE	
16-5-0027-7000 FRIENDS OF THE VERDE GRANT EXP	5,000
TOTAL FRIENDS OF THE VERDE RIVE	5,000
STEP ENFORCEMENT/GOHS	
RURAL BUSI DEV GRANT	

16 -GRANTS FUN

EXPENDITURES	BUDGET
COURT SECURITY GRANT	
PICKLEBALL GRANT	
BROADWAY/BITTERCREEK EXT	
ART IN PUBLIC PLACES	
PD ANTENNA GRANT	
PEDESTRIAN & BIKE SAFETY	
MAIN/BROAD OVERLAY DESIGN	
MAIN/BROAD OVERLAY CONST	
AZ AG PD SAFETY EQUIP GRA	
HERITAGE GRANT	
16-5-0043-7001 HERITAGE GRANT-SIGNAGE	50,000
TOTAL HERITAGE GRANT	50,000
AZ COMM FOUNDATION	
16-5-0044-7000 SELNA-MONGINI	1,500,000
TOTAL AZ COMM FOUNDATION	1,500,000
AMERICAN RESCUE PLAN ACT	
RAIN-DESIGN	
STATE PARKS	
HURF EXCHANGE	
FED APPROPRIATION USDA	
16-5-0050-7000 FEDERAL APPROPRIATION GRANT	1,451,610
TOTAL FED APPROPRIATION USDA	1,451,610
SOLAR TABLES GRANT	
16-5-0055-8000 SOLAR TABLES GRANT	18,788
TOTAL SOLAR TABLES GRANT	18,788

BUDGET LISTING
AS OF: JULY 31ST, 2023

16 -GRANTS FUN

EXPENDITURES	BUDGET
CAPITAL IMPROVEMENTS	
16-5-0800-8000 CAPITAL IMPROVEMENT PLAN	8,227,400
TOTAL CAPITAL IMPROVEMENTS	8,227,400
E TICKET GRANT	
TRANSFERS OUT	
TOTAL EXPENDITURES	13,927,898

BUDGET LISTING

AS OF: JULY 31ST, 2023

18 -COURT FUND

REVENUES	BUDGET
COURT FD PD SAFETY	
18-4-4000-6050 FUND BALANCE APPROPRIATION	8,276
TOTAL COURT FD PD SAFETY	8,276
TOTAL REVENUE	8,276

BUDGET LISTING

AS OF: JULY 31ST, 2023

18 -COURT FUND

EXPENDITURES	BUDGET
COURT FD PD SAFETY	
18-5-0000-9850 TRANSFERS OUT	8,276
TOTAL COURT FD PD SAFETY	8,276
TOTAL EXPENDITURES	8,276

BUDGET LISTING

AS OF: JULY 31ST, 2023

19 -CEMETERY

REVENUES	BUDGET
CEMETERY REVENUE	
19-4-4000-4015 CEMETERY LOT SALES	15,000
19-4-4000-4016 INTERMENTS	12,000
19-4-4000-4026 GRAVE LINER SALES	3,000
19-4-4000-4100 TRANSFER FROM PERPETUAL CARE	25,324
19-4-4000-4500 INTEREST HELEN LYNN BEQUEST	3,000
19-4-4000-4700 LGIP INTEREST 93946	275
19-4-4000-4850 TRANSFERS IN	25,000
19-4-4000-6050 FUND BALANCE APPROPRIATION	176,000
TOTAL CEMETERY REVENUE	259,599
TOTAL REVENUE	259,599

BUDGET LISTING

AS OF: JULY 31ST, 2023

19 -CEMETERY

EXPENDITURES	BUDGET
CEMETERY O & M	
19-5-0700-6000 SALARIES - CEMETERY O&M	17,386
19-5-0700-6003 REIMBURSEMENT TO GF	4,110
19-5-0700-6020 SOCIAL SECURITY	1,336
19-5-0700-6022 HEALTH INSURANCE	5,681
19-5-0700-6024 STATE RETIREMENT	2,146
19-5-0700-6040 UNIFORM ALLOWANCE	75
19-5-0700-6100 CONTRACT CANCELLED-BUY BACK	1,500
19-5-0700-7001 EQUIPMENT REPAIRS & MAINT	1,500
19-5-0700-7002 GASOLINE	325
19-5-0700-7008 EQUIPMENT RENTAL	1,320
19-5-0700-7013 SOFTWARE PURCH & MAINT	1,675
19-5-0700-7062 ELECTRICAL SERVICES	850
19-5-0700-7500 CEMETERY SUPPLIES	750
19-5-0700-7502 TOOLS	750
19-5-0700-7506 GRAVE LINERS	4,100
19-5-0700-7550 EMPLOYEE SAFETY	100
19-5-0700-9008 LIABILITY & PROPERTY INSURANCE	2,993
TOTAL CEMETERY O & M	46,597
CEMETERY DEPRECIATION	
CAPITAL IMPROVEMENT PLAN	
19-5-0800-8023 CAPITAL IMPROVEMENT PLAN FY23	193,500
TOTAL CAPITAL IMPROVEMENT PLAN	193,500
CEMETERY CONTINGENCY	
19-5-2000-9400 CONTINGENCY	19,502
TOTAL CEMETERY CONTINGENCY	19,502
TOTAL EXPENDITURES	259,599

BUDGET LISTING

AS OF: JULY 31ST, 2023

20 -PERPETUAL

REVENUES	BUDGET
PERPETUAL CARE REVENUE	
20-4-4000-4018 PERPETUAL CARE PAYMENTS	6,400
20-4-4000-6050 FUND BALANCE APPROPRIATION	43,924
TOTAL PERPETUAL CARE REVENUE	50,324
TOTAL REVENUE	50,324

BUDGET LISTING

AS OF: JULY 31ST, 2023

20 -PERPETUAL

EXPENDITURES	BUDGET
PERPETUAL CARE	
20-5-0700-9014 TRANSFER TO CEMETERY FUND	50,324
TOTAL PERPETUAL CARE	50,324
TOTAL EXPENDITURES	50,324

BUDGET LISTING
AS OF: JULY 31ST, 2023

24 -CAPITAL IM

REVENUES	BUDGET
CAPITAL IMPROVEMENT REV	
24-4-4000-4801 CAPITAL TRANSFER FROM GF	1,386,915
24-4-4000-4802 CAPITAL TRANSFER IN FROM ARPA	1,006,746
24-4-4000-6050 FUND BALANCE APPROPRIATION	1,401,606
TOTAL CAPITAL IMPROVEMENT REV	3,795,267
TOTAL REVENUE	3,795,267

24 -CAPITAL IM

EXPENDITURES	BUDGET
CAPITAL IMPROVEMENTS	
24-5-2100-9801 CIP DESIGNATED FUNDS TRF	800,000
24-5-2100-9850 TRANSFERS OUT	650,000
TOTAL CAPITAL IMPROVEMENTS	1,450,000
CAPITAL IMPROVEMENT PLAN	
CAPITAL IMPROVEMENT PLAN	
24-5-0800-8023 CAPITAL IMPROVEMENT PLAN FY23	2,345,267
TOTAL CAPITAL IMPROVEMENT PLAN	2,345,267
OFU-FUND BALANCE APPROP.	
TOTAL EXPENDITURES	3,795,267

BUDGET LISTING

AS OF: JULY 31ST, 2023

25 -CDBG GRANT

REVENUES	BUDGET
CDBG REV	
25-4-4000-4500 CDBG GRANT REVENUE	393,516
25-4-4000-4800 TRANSFERS IN	12,153
TOTAL CDBG REV	405,669
TOTAL REVENUE	405,669

BUDGET LISTING
AS OF: JULY 31ST, 2023

25 -CDBG GRANT

EXPENDITURES	BUDGET
CDBG	
25-5-0000-7999 CDBG MISCELLANEOUS	54,653
TOTAL CDBG	54,653
CAPITAL	
25-5-0800-8000 CAPITAL IMPROVEMENT PLAN	351,016
TOTAL CAPITAL	351,016
CDBG ADMIN	
TOTAL EXPENDITURES	405,669

BUDGET LISTING

AS OF: JULY 31ST, 2023

28 -COURT REST

REVENUES	BUDGET
GENERAL	
28-4-0000-4500 COURT ENHANCEMENT REVENUE	5,000
TOTAL GENERAL	5,000
FTG REV	
JCEF REV	
28-4-0003-4500 COURT JCEF REVENUE	500
TOTAL JCEF REV	500
FUND BALANCE	
TOTAL REVENUE	5,500

BUDGET LISTING

AS OF: JULY 31ST, 2023

28 -COURT REST

EXPENDITURES	BUDGET
GENERAL	
28-5-0000-7999 COURT ENHANCEMENT MISC	5,500
TOTAL GENERAL	5,500
FARE FUND	
CAPITAL IMPROVEMENT PLAN	
OTHER FINANCING USES	
MISC EXP	
TOTAL EXPENDITURES	5,500

BUDGET LISTING

AS OF: JULY 31ST, 2023

29 -POLICE GRA

REVENUES	BUDGET
GITEM REVENUE	
29-4-4000-4500 GIITEM TASK FORCE REVENUE	95,843
TOTAL GITEM REVENUE	95,843
TOTAL REVENUE	95,843

BUDGET LISTING
AS OF: JULY 31ST, 2023

29 -POLICE GRA

EXPENDITURES	BUDGET
GITEM FUND	
29-5-0000-6000 GIITEM TASK FORCE WAGES	56,245
29-5-0000-6020 GIITEM SOCIAL SECURITY	4,303
29-5-0000-6021 GIITEM PSPRS EMP PORTION	15,540
29-5-0000-6022 GIITEM HEALTH INSURANCE	14,852
29-5-0000-6023 GIITEM WORKERS COMPENSATION	2,860
29-5-0000-6026 GIITEM HSA EMPLOYER PORTION	2,043
TOTAL GITEM FUND	95,843
TOTAL EXPENDITURES	95,843

BUDGET LISTING

AS OF: JULY 31ST, 2023

30 -POLICE SMA

REVENUES	BUDGET
GENERAL	
FUND BALANCE APPROP.	
30-4-4000-6050 FUND BALANCE APPROPRIATION	50,427
TOTAL FUND BALANCE APPROP.	50,427
TOTAL REVENUE	50,427

30 -POLICE SMA

EXPENDITURES	BUDGET
GENERAL	
TRANSFERS OUT	
30-5-2000-9850 TRANSFERS OUT	50,427
TOTAL TRANSFERS OUT	50,427
TOTAL EXPENDITURES	50,427

BUDGET LISTING
AS OF: JULY 31ST, 2023

31 -OPIOID FUN

REVENUES	BUDGET
MISC.	
31-4-4000-4500 OPIOID FUND REVENUE	30,000
TOTAL MISC.	30,000
TOTAL REVENUE	30,000

BUDGET LISTING

AS OF: JULY 31ST, 2023

31 -OPIOID FUN

EXPENDITURES	BUDGET
GENERAL	
31-5-0000-7999 OPIOID FUND EXPENDITURES	30,000
TOTAL GENERAL	30,000
TOTAL EXPENDITURES	30,000
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BUDGET LISTING

AS OF: JULY 31ST, 2023

80 -DONATION F

REVENUES	BUDGET
STREETS	
YAVAPAI APACHE TRIBE	
80-4-2100-4001 GENERAL - YAN	20,000
80-4-2100-4002 YAVAPAI APACHE TRIBE	412,000
TOTAL YAVAPAI APACHE TRIBE	432,000
TOWN WIDE	
80-4-2300-4004 TOWN WIDE GENERAL DONATION	50,000
80-4-2300-4005 VERDE RIVER @ CLARKDALE DON	10,000
TOTAL TOWN WIDE	60,000
LIBRARY	
COMM DEV	
80-4-2500-4001 CENTENNIAL PLAZA DONATIONS	300
TOTAL COMM DEV	300
PARK & RECREATION	
80-4-2600-4001 GENERAL - PARKS & RECREATION	5,000
80-4-2600-4002 CONCERTS	10,000
80-4-2600-4003 HALLOWEEN	4,500
80-4-2600-4010 FOURTH OF JULY	2,500
TOTAL PARK & RECREATION	22,000
POLICE	
80-4-2900-4001 GENERAL - POLICE	5,000
80-4-2900-4006 POLICE NATIONAL NIGHT OUT	3,500
TOTAL POLICE	8,500
FUND BALANCE APPROPRIATIO	
80-4-4000-6050 FUND BALANCE APPROPRIATION	27,500
TOTAL FUND BALANCE APPROPRIATIO	27,500
HERITAGE CONSERV	
TOTAL REVENUE	550,300

80 -DONATION F

EXPENDITURES	BUDGET
CAPITAL IMPROVEMENT PLAN	
80-5-0800-8023 CAPITAL IMPROVEMENT PLAN FY23	412,000
TOTAL CAPITAL IMPROVEMENT PLAN	412,000
STREETS	
YAVAPAI APACHE TRIBE	
80-5-2100-8801 GENERAL - YAN	20,000
80-5-2100-9256 VERDE RIVER @ CLARKDALE	10,000
TOTAL YAVAPAI APACHE TRIBE	30,000
TOWN WIDE	
80-5-2300-8004 TOWN WIDE GEN DON EXPENSES	50,000
TOTAL TOWN WIDE	50,000
LIBRARY	
COMM DEV	
80-5-2500-8001 CENTENNIAL PLAZA DON BRICK EXP	300
TOTAL COMM DEV	300
PARK & RECREATION	
80-5-2600-8001 GENERAL - PARKS & RECREATION	5,000
80-5-2600-8002 CONCERTS	10,000
80-5-2600-8003 HALLOWEEN	4,500
80-5-2600-8005 POOL FUNDRAISING EXPENSES	27,500
80-5-2600-8010 FOURTH OF JULY	2,500
TOTAL PARK & RECREATION	49,500
POLICE	
80-5-2900-8001 GENERAL - POLICE	5,000
80-5-2900-8006 POLICE NATIONAL NIGHT OUT	3,500
TOTAL POLICE	8,500
HERITAGE CONSERV	
TOTAL EXPENDITURES	550,300

TOWN OF CLARKDALE ANNUAL BUDGET

BUDGETING THROUGH THE LENS OF THE STRATEGIC PLAN

FISCAL YEAR ENDING JUNE 30, 2024

Clarkdale Town Council

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

Clarkdale Town Manager

Susan Guthrie

THE BUDGET PROCESS

Departments Prepare Budgets: Start from Zero and Identify Strategic Planning Goal Area

Supplemental Requests Submitted for Any New Initiatives

Capital Projects Identified

Revenue Projections & Funding Strategies Established

Contingency & Fund Balance Levels Reviewed

Presentation to Town Council for Review and/or Modification

Public Input Received

Final Town Council Review and Adoption

Budget vs. Actual Performance Monitored Monthly

OPPORTUNITIES FOR PARTICIPATION

- April 26 - Work session to review details of a draft budget
- May 9 - Work session to review updated budget
- June 13 - Draft budget update to Council before tentative budget
- June 27 – Notice of public hearing and Council adoption of tentative budget adoption (sets upper spending limits)
- July 25 - Public hearing for budget and property tax levy, and final budget adoption
- August 8 - Ordinance to adopt tax levy and set property valuations

VISION

The Town of Clarkdale connects our unique history, proximity to the Verde River, and small-town charm to a future with a vibrant economy.

We cultivate an environment where residents and businesses can thrive; providing services and jobs for our residents and capitalizing upon tourism.

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

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.

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

GOALS

The Town of Clarkdale has selected the following goals for Fiscal Years 2022-2023 and 2023-2024, based upon the SWOT analysis, vision, mission and input from stakeholders and staff.

Goal Area 1

Preserve and celebrate Clarkdale's unique, complex history.

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.

GOALS

Goal Area 4

Strengthen and diversify our economy through cultivating a business-friendly climate for business attraction and strategically capitalizing upon tourism.

Goal Area 5

Plan for the maintenance and growth of quality infrastructure that is sustainable and resilient.

Goal Area 6

Strategically invest in organizational development to enhance efficiency and service delivery and to attract and retain an exemplary workforce.

CHANGES SINCE THE LAST WORK SESSION

- **Increase to the total Town Wide Department budget by $40,000 for Tourism Marketing.**
- **Increase to the total Court Department budget by $20,000 for a contingency.**
- **The General Fund Contingency line changes to $767,619, for a net zero impact on the overall General Fund budget.**

FY2024 BUDGET ASSUMPTIONS & HIGHLIGHTS

Revenues:

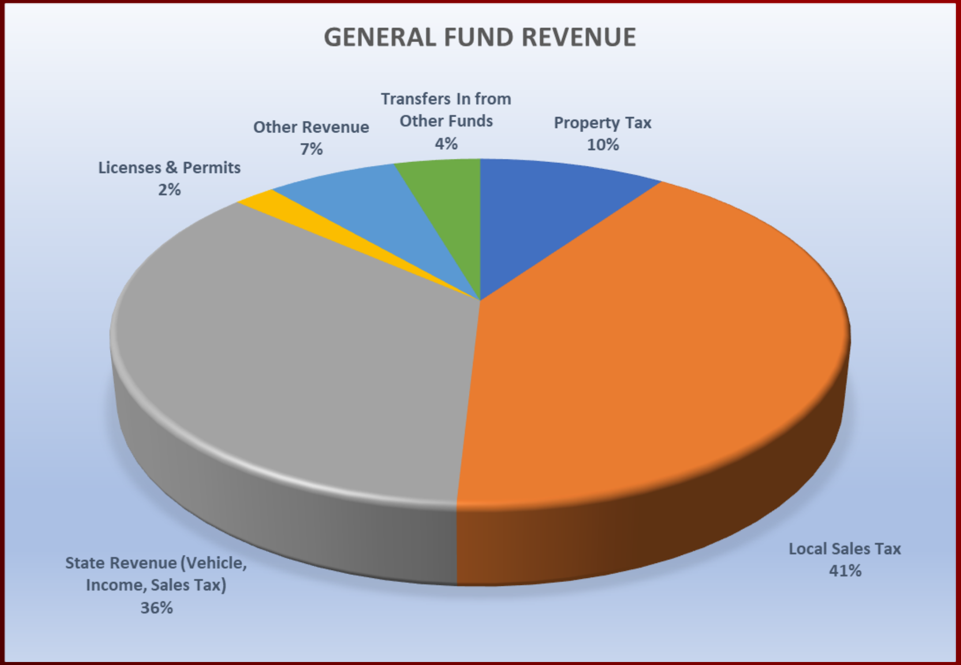
- Slight decrease in property tax rate ($1.4765 in FY2023, $1.415 proposed for FY2024).
- State Shared Income Tax increase for FY2024 and FY2025 only, $207K in FY2024- used for capital projects (one-time expenditures).
- Water & Wastewater Funds revenue increase due to new developments.
- Building permit revenue estimated at $125K (vs. $280K in FY2023 budget).
- Interest income budgeted at 50% of current year projected revenue.
- Rental tax revenue placed in contingency pending legislative action ($125K).

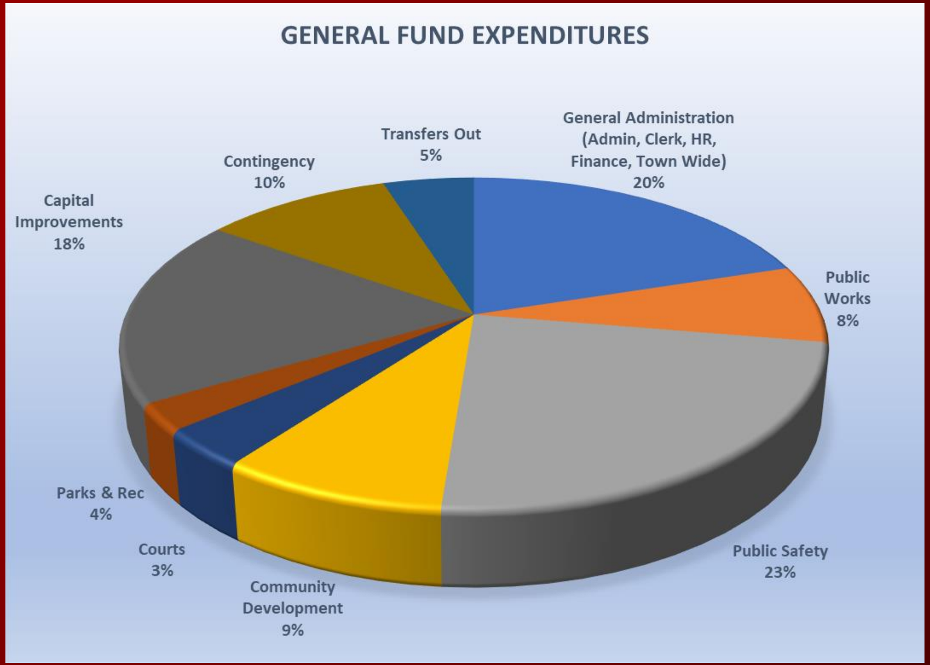
Expenditures:

- Pension Contributions:
  - ASRS: 12.27% (up from 12.17% in FY2023).
  - PSPRS: Tiers 1-3 Range: 22.52%-26.28% (down from 25.19%-28.68% in FY2023).
- Health and dental increase of 5% and 3% respectively.
- Property & Liability Insurance increase of 5%.
- 5% COLA for Town employees.
- $1.4 million transfer budgeted in the General Fund for capital improvements ($1 million from fund balance).
- $19.2 million budgeted in Town Wide capital improvements ($6.6 million from existing fund balance, $9.7 million from grants).

GENERAL FUND BUDGET

- General Fund revenues provide for Police, Parks, Public Works, Administration, Community Development, Capital Improvements, etc.
- Property Taxes represent 10% of the total General Fund revenue (less than half of the Police Department budget).
- 87% of General Fund revenue is derived from State and Local Taxes.





GENERAL FUND BUDGET

GENERAL FUND OPERATING BUDGET

	FY2022 Actual	FY2023 Budget	FY2024 Budget Recommendation	$ Change	% Change
Revenue					
Local Revenue	4,449,841	4,143,077	5,226,640	1,083,563	26.2%
State Revenue	1,568,534	1,853,827	2,338,628	484,801	26.2%
Total Revenue	**6,018,375**	**5,996,904**	**7,565,268**	**1,568,364**	**26.2%**
				-	
Expenditures				-	
Administration	249,109	217,020	216,636	(384)	-0.2%
Town Clerk	137,142	155,735	165,092	9,357	6.0%
Human Resources	144,859	144,063	165,666	21,603	15.0%
Finance	222,308	293,262	312,866	19,604	6.7%
Town Wide	540,341	627,181	657,885	30,704	4.9%
Community Development	387,028	679,993	675,765	(4,228)	-0.6%
Parks & Recreation	147,180	201,180	280,198	79,018	39.3%
Court	203,800	185,542	199,634	14,092	7.6%
Police	1,361,967	1,660,041	1,716,139	56,098	3.4%
Verde River RAPS	45,072	53,213	68,240	15,027	28.2%
Public Works	470,630	513,540	574,747	61,207	11.9%
Contingency & Transfers	770,957	1,028,370	2,532,400	1,504,030	146.3%
Capital Improvement Plan*	342,284	237,764	-	(237,764)	-100.0%
Total Expenditures	**5,022,677**	**5,996,904**	**7,565,268**	**1,568,364**	**26.2%**

*Funds for Capital shown in Transfers Out to CIP and Streets in FY2024 ($1,747,628)

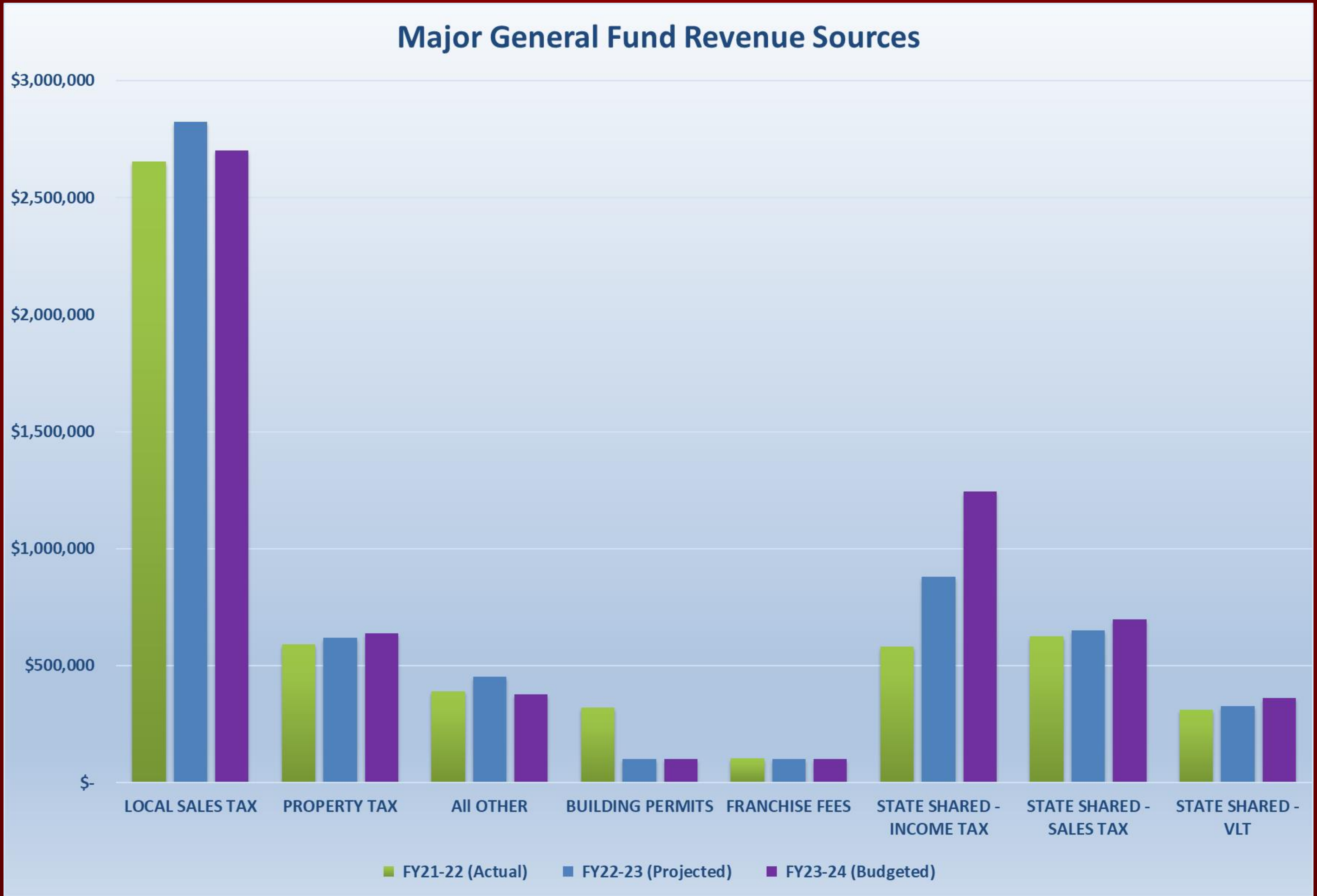
- Increase in Local Revenue primarily due to $1 million fund balance contribution for capital projects.
- Increase in State Revenue primarily due to State Shared Income Tax (18% instead of 15% for next two fiscal years).
- Increase in Human Resources due to personnel adjustments, addition of unemployment and employee retention.
- Town Wide budget decrease primarily due to elimination of PSPRS contribution (we are continuing to fund 100% of actuarially determined contribution) as well as moving line items to other Department operations.
- Increase in Parks & Recreation budget primarily due to personnel adjustments and addition of one staff member.
- Police budget does not currently include an additional full-time officer. This is held in contingency and may be moved by the tentative budget presentation.** Increase in Verde River RAPS due to personnel adjustments.
- Public Works increase due to personnel adjustments, electricity increases for auditorium A/C and vehicle charging station as well as engineering services addition.
- Contingency & Transfers increased primarily due to capital project transfers and increased contingency for additional risk exposure in FY2024.

PROPERTY TAX REVENUE

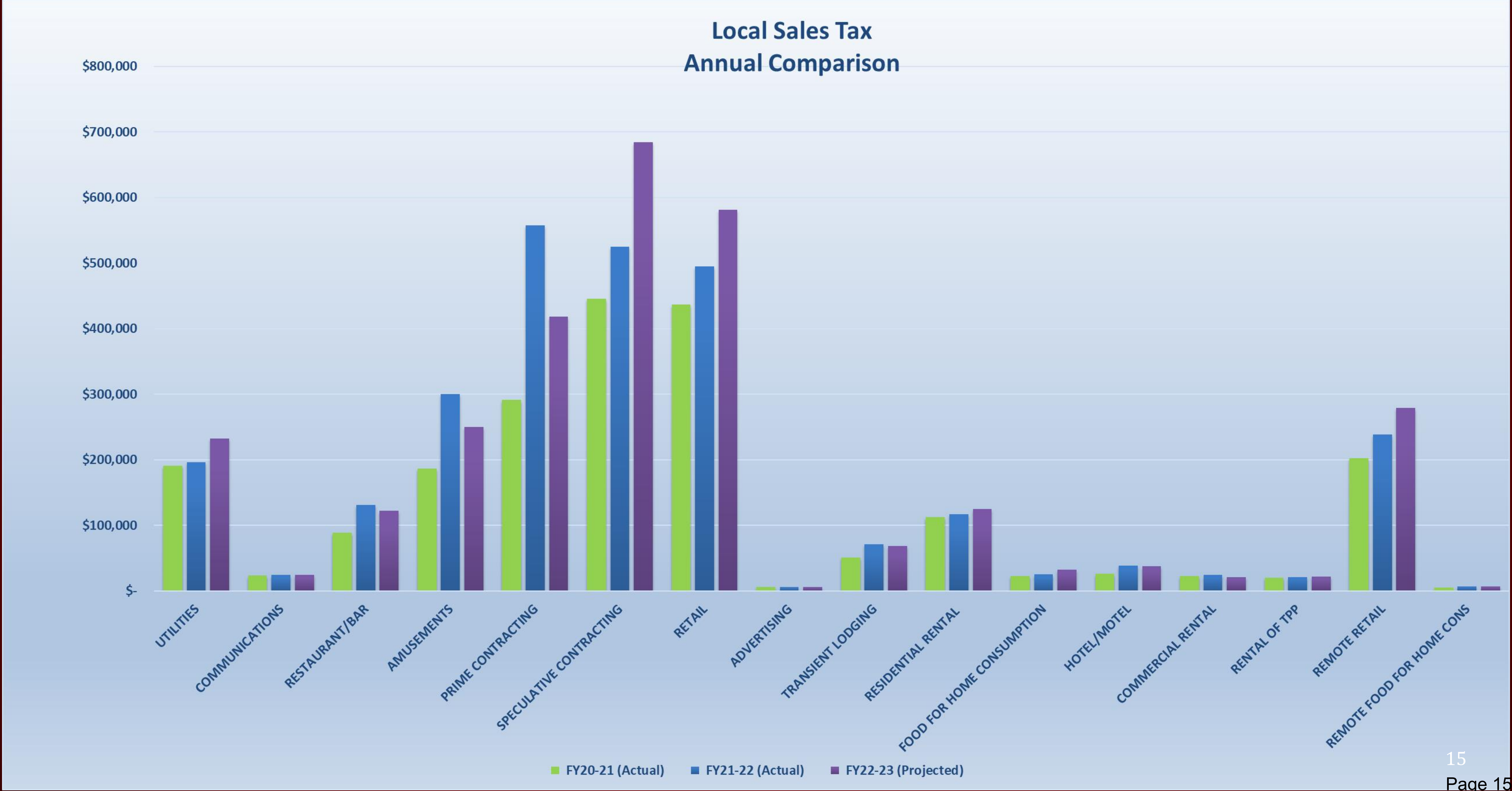
CALCULATING THE PRIMARY PROPERTY TAX LEVY AND RATE		
FY2024 Net Assessed Value (NAV) of Town	$	45,160,072
Reduced by Value of New Construction		1,368,580
Revised FY2024 NAV	$	43,791,492
FY2023 Property Tax Levy	$	620,127
Revised FY2024 NAV/100		437,915
Max Tax Rate that May be Imposed without a Truth in Taxation Hearing [Levy/(NAV/100)]	$	1.4161
FY2023 Property Tax Levy	$	620,127
Value of Growth ($1.4161*[$1,368,580/100)]		19,380
Max Primary Property Tax Levy that May be Imposed without a Truth in Taxation Hearing	$	639,507
Proposed FY2024 Property Tax Levy	$	639,000
FY2024 Net Assessed Value (NAV)/100		451,601
Proposed Property Tax Rate [Levy/(NAV/100)]	$	1.4150

- Represents 10% of the overall General Fund budget.
- Prior year property tax levy was $620,127, a property tax rate of $1.4765.
- Value of new construction was $1,368,580, equating to $19,380 of allowable increase to levy without a Truth in Taxation Hearing.
- Proposed FY2024 property tax levy is $639,000, a property tax rate of $1.415. An owner of a home valued at $300,000 would pay $4,245/year, or [($300,000/100)*1.415].

REVENUE SOURCES:
TRENDS IN STATE & LOCAL TAX REVENUE

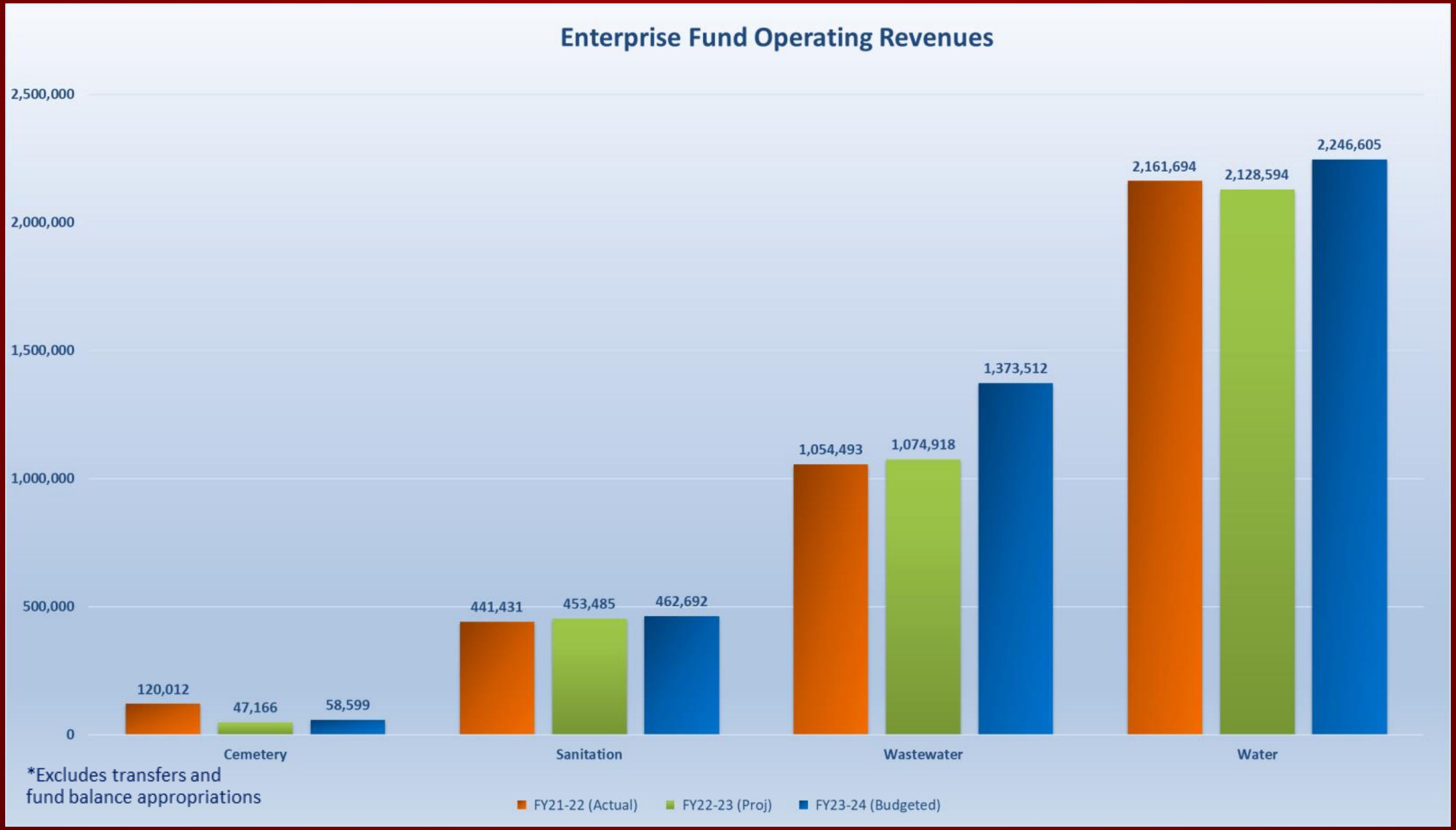


REVENUE SOURCES: GENERAL FUND
LOCAL SALES TAX

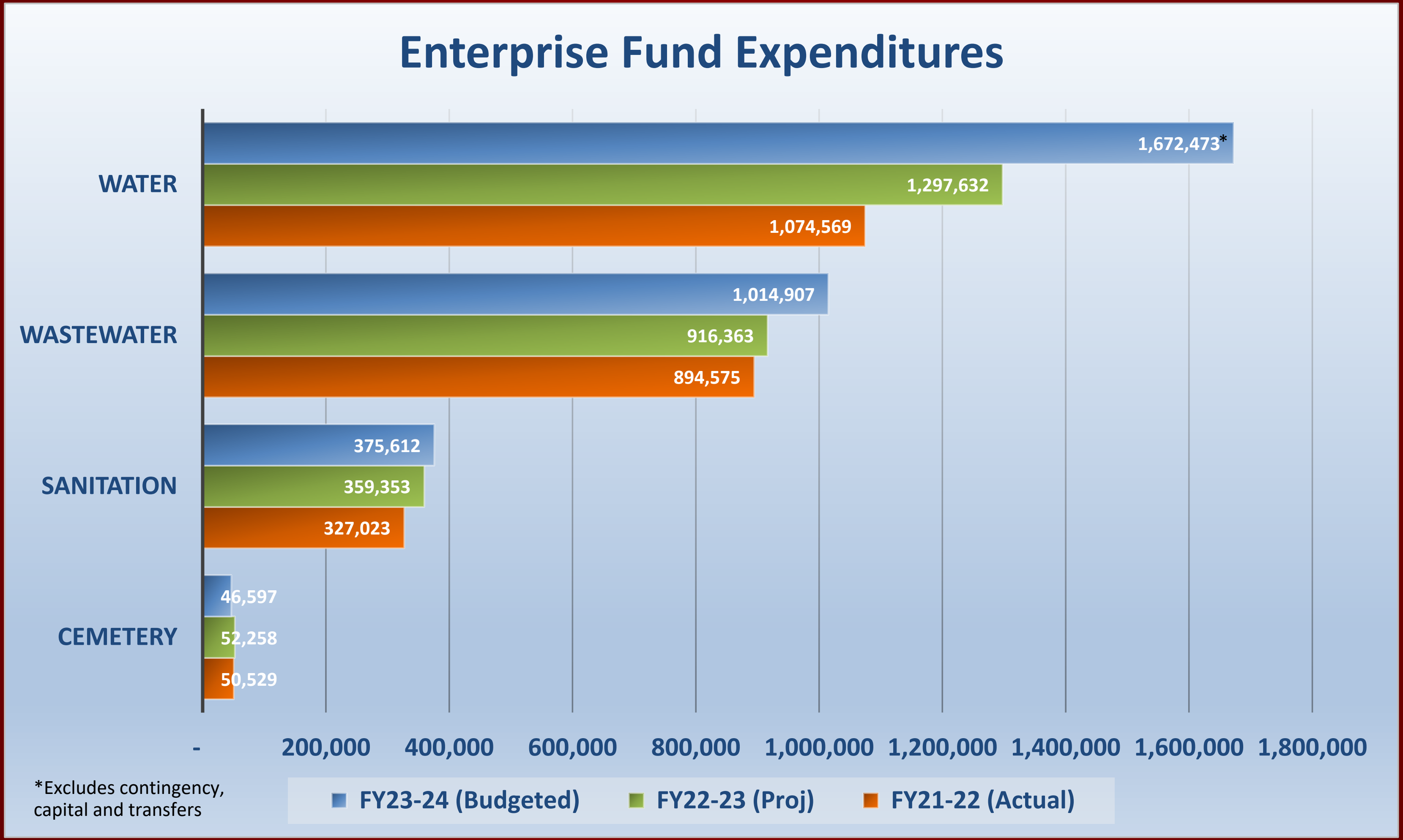


REVENUE SOURCES: ENTERPRISE FUNDS

- Water, Wastewater, Sanitation & Cemetery operations are funded primarily through user fees.



OPERATING EXPENDITURES: ENTERPRISE FUNDS



*Increase in Water Fund over prior year was primarily due to position vacancies.

FY2024 PROPOSED BUDGET: ALL FUNDS

Town Fund	FY2024 Proposed Budget*
Court Enhancement	5,500
Court Officer Safety	8,276
Opioid Fund	30,000
Cemetery Perpetual Care	50,324
Smart & Safe Arizona	50,427
Police Grants-Gang & Immigration Intelligence Team Enforcemnt Mission (GIITEM)	95,843
Cemetery	259,599
Community Development Block Grant (CDBG)	405,669
Donations	550,300
Sanitation	662,692
Streets	840,360
ARPA	1,006,746
Highway User Revenue Fund (HURF)	1,171,710
Wastewater	2,823,512
CIP Fund 24	3,795,267
Water	7,274,105
General Fund	7,565,268
Grants	13,927,898
Total	**40,523,496**

*Totals include internal transfers (State Report Grand Total is $35,724,945, which excludes transfers of $4,798,551)

FY2024 CAPITAL IMPROVEMENT PLAN

	24	06	13	11	03	19	16	25	80	FY2023-2024
Project Description	CIP	Streets	Water	Wastewater	HURF	Cemetery	Grants	CDBG	Donation	CIP Total
Administrative Building Rehab and Improvements	$ 35,000									**$ 35,000**
Community Broadband Initiative	$ 225,000									**$ 225,000**
PD Building Rehab and Improvements	$ 106,075									**$ 106,075**
Clark Building North Soffit Rebuild	$ 45,000									**$ 45,000**
Public Works Building Windows & Roof	$ 200,000									**$ 200,000**
Auditorium Floor Refinishing	$ 35,000									**$ 35,000**
Historic Building Assessment	$ 30,000									**$ 30,000**
Emergency Operations Center Generator							$ 100,000			**$ 100,000**
Clarkdale Clubhouse Window replacement							$ 436,000			**$ 436,000**
Historic Preservation Ordinance	$ 20,000									**$ 20,000**
Selna-Mongini Park Improvements	$ 996,858						$ 1,500,000		$ 52,000	**$ 2,548,858**
Town Park Gazebo Improvements	$ 223,919									**$ 223,919**
Park Playground Safety Replacement Program	$ 25,000									**$ 25,000**
Trails Planning and Development	$ 72,000									**$ 72,000**
Caballero Park	$ 61,665						$ 18,788	$ 351,016		**$ 431,469**
Centennial Plaza Irrigation	$ 15,000									**$ 15,000**
Broadway Overlay - Phase 2					$ 984,780					**$ 984,780**
Pavement Management		$ 10,000			$ 10,000					**$ 20,000**
Bitter Creek Bridge							$ 7,128,900		$ 10,000	**$ 7,138,900**
Clarkdale Parkway Sidewalk									$ 50,000	**$ 50,000**
Centerville Road Extension	$ 125,000								$ 300,000	**$ 425,000**
Brush Hog Attachment for Skid Steer		$ 10,000								**$ 10,000**
Alleyway Improvements		$ 35,000								**$ 35,000**
Twelfth & Main Low Water Crossing		$ 7,000								**$ 7,000**
Broadway Overlay - Phase I Repairs		$ 125,000								**$ 125,000**
Old Jerome/Minerich Retaining Wall		$ 10,000								**$ 10,000**
Cemetery System Wide Upgrade						$ 193,500				**$ 193,500**

FY2024 CAPITAL IMPROVEMENT PLAN

	24	06	13	11	03	19	16	25	80	FY2023-2024
Project Description	CIP	Streets	Water	Wastewater	HURF	Cemetery	Grants	CDBG	Donation	CIP Total
Enterprise Operations Vehicle Replacement			$ 60,000							$ 60,000
Public Works/General Govt Vehicle Replacement	$ 129,750	$ 256,250								$ 386,000
Treatment - SCADA Upgrades				$ 50,000						$ 50,000
Reclaim Feasibility Study				$ 45,000						$ 45,000
First South Sewer Main				$ 500,000						$ 500,000
3rd North Sewer Realignment				$ 50,000						$ 50,000
Sludge Drying Beds				$ 110,000						$ 110,000
VRIC Property Rehab				$ 150,000						$ 150,000
Distribution - Mid Zone PRV			$ 375,000							$ 375,000
Treatment - Mescal Well			$ 1,660,000							$ 1,660,000
Distribution - 89A Water and Sewer Improvements			$ 60,000							$ 60,000
Distribution - EPA Lead and Copper Rule Compliance			$ 300,000							$ 300,000
Infrastructure - Water Line Research			$ 10,000							$ 10,000
Distribution - Panorama Booster Station Rehab			$ 330,000							$ 330,000
Production - Well 3 Reactivation			$ 15,000							$ 15,000
Rate Study and IIP (Infrastructure Plan)			$ 150,000							$ 150,000
Production: 89A Reservoir Rehab			$ 225,000							$ 225,000
Haskell Springs Tank Coating			$ 200,000							$ 200,000
Treatment: ATP Backwash Tank & Lift Station			$ 285,000							$ 285,000
ATP Vessel Maintenance, Diagnostics, & Repair			$ 250,000							$ 250,000
Cellular Meter Program							$ 562,500			$ 562,500
Total Capital Improvement Plan	**$2,345,267**	**$453,250**	**$3,920,000**	**$ 905,000**	**$994,780**	**$ 193,500**	**$9,746,188**	**$351,016**	**$ 412,000**	**$ 19,321,001**

REVENUE SOURCES:
IDENTIFYING FUNDING TO REACH OUR GOALS

- Grant opportunities are sought to fund capital projects and supplement operating budgets

REVENUE SOURCES: GRANT FUNDING

Grant Application/Project	Amount	Approved
AZ State Parks Heritage Fund Grant for Selna-Mongini Park	$500,000	👍
National Parks Service Land and Water Conservation Fund Grant for Selna-Mongini Park	$1,000,000	👍
AZ DOT SMART Grant for Bitter Creek Bridge Design	$807,500	👍
ARPA Funding (Revenue Replacement Used for Capital Projects)	$1,466,507	👍
Legislative Funding for Bitter Creek Bridge Construction	$6,321,400	👍

REVENUE SOURCES: GRANT FUNDING

Grant Application/Project	Amount	Approved
CDBG Patio Park Neighborhood Revitalization Plan & Caballero Park Renovation	$406,016	👍
Office of Tourism VAI Lower Tapco Parking Lot Renovation	$66,568	👍
HURF Exchange Funds: Broadway Overlay Phase 2 Design	$664,780	👍
Water Conservation Grant Fund	$562,500	Applied, Pending
Bulletproof Vest Partnership PD Equip	$3,275	Applied, Pending

REVENUE SOURCES: GRANT FUNDING

Grant Application/Project	Amount	Approved
Opioid Litigation Funding	Est. $10-$30K/year	Approx. $9K Approved, Future Funds Pending
T Mobile Grant for Caballero Park Solar Tables	$18,788	Applied, Declined
AZ Congressionally Directed Spending Grants: Mescal Well Design, Misc. PD	$1,451,610	Applied, Pending
WIFA and/or USDA-RD Grants for Mescal Well or Other Water Source	20-50% of Project Cost	To be Applied for with Loan Application

Grants and awards approved total $11,241,771. If all approvals are received, the total (excluding WIFA/USDA) would be $13,277,544!

EXPENDITURES:
OPERATING & CAPITAL FUNDS NEEDED TO REACH OUR GOALS

Goal Area 1

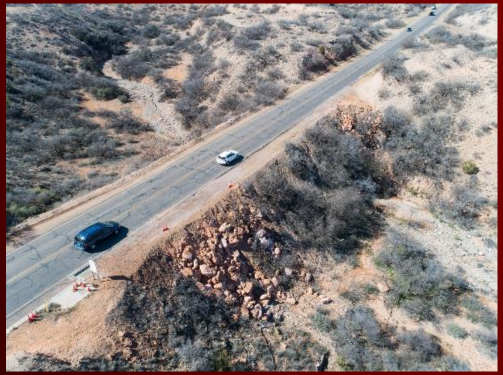
Preserve and celebrate Clarkdale's unique, complex history.

- Facilities Rental Management
- Facilities Maintenance
- Planning/Historic Preservation Staff
- Code Compliance
- Addition of Grant Administrator
- Historic Preservation Ordinance
- Historic Building Assessment & Renovations
- Town Park Gazebo
- Improvements to Town Historic Facilities (auditorium floor, public works windows/roof)

EXPENDITURES: OPERATING & CAPITAL FUNDS NEEDED TO REACH OUR GOALS

Goal Area 2

Enhance the quality of life for residents, businesses and visitors to Clarkdale.



- Police Protection (contingent addition of 1 officer in FY2024)
- Opioid Education Program for Schools
- Streets and Parks Care & Maintenance (Public Works)
  - -Addition of Copper Penny Park
- Recreation Programming/Events
- Transit Services
- Planning & Community Development
- Trails Planning & Development
- Centerville Road Extension
- Clarkdale Parkway Sidewalk
- Pavement Management

EXPENDITURES:
OPERATING & CAPITAL FUNDS NEEDED TO REACH OUR GOALS

Goal Area 3

Enhance the quality and availability of parks, recreation and cultural opportunities.

- Parks & Recreation Programming & Holiday Events (additional staff member in FY2024 budget)
- Verde River RAPS (staffing, maintenance and management)
- Facilities for Museum and Library
- Selna-Mongini Park Improvements
- Park Playground Safety Replacement Program
- Caballero Park Renovation
- Trails Master Plan

EXPENDITURES: OPERATING & CAPITAL FUNDS NEEDED TO REACH OUR GOALS

Goal Area 4

Strengthen and diversify our economy through cultivating a business-friendly climate for business attraction and strategically capitalizing upon tourism.

- Tourism Marketing
- Economic Development & Planning
- 89A Water/Sewer Infrastructure Expansion
- Broadband Grants
- Bitter Creek Industrial Area Planning and Bridge
- PRV for Hotel Project

EXPENDITURES: OPERATING & CAPITAL FUNDS NEEDED TO REACH OUR GOALS

Goal Area 5

Plan for the maintenance and growth of quality infrastructure that is sustainable and resilient.

- Engineering Funding
- Building & Grounds Maintenance
- Street & Sidewalk Repair
- Bitter Creek Bridge
- Arsenic Plant Backwash Tank, Lift Station, and Reservoir Improvement
- Well 3 Reactivation
- Mescal Well Design/Assessment
- Broadway Overlay Phase 2
- Centerville Road
- Emergency Line Breaks
- Design of Third North Sewer Lines
- Infrastructure Improvement Plan

EXPENDITURES:
OPERATING & CAPITAL FUNDS NEEDED TO REACH OUR GOALS

Goal Area 6

Strategically invest in organizational development to enhance efficiency and service delivery and to attract and retain an exemplary workforce.

- Personnel (Salary Benchmarking)
- Succession Planning
- Continuing Education, Certifications & Training
- Employee Retention
- Personal Protective Equipment
- IT Maintenance & Upgrades
- Technology Enhancements
- Vehicle Replacement Program
- Equipment Replacement: Dump Truck & Backhoe

NEXT ACTIONS SCHEDULED:

JULY 25 – PUBLIC HEARING AND FINAL BUDGET ADOPTION

AUGUST 8 –ORDINANCE TO ADOPT TAX LEVY & SET PROPERTY VALUATIONS

Thank you!