



**NOTICE OF A REGULAR MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE
TUESDAY, JANUARY 23, 2024 AT 3:00 PM**

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

OR

Join Zoom Meeting

<https://us02web.zoom.us/j/83315993753>

Meeting ID: 833 1599 3753

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

Town of Clarkdale Vision

The Town of Clarkdale 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, January 23, 2024, 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. REPORTS

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

- Building Permit Report
- Magistrate Court Report
- Public Works Report
- Police Department Report
- Verde Valley Humane Society

A. Finance Report

List of specific budget to actual revenue and expenditures for all departments and a monthly finance report.

5. MEMORANDUM TO COUNCIL

A. Special Event Liquor License Recommendation - Clarkdale Car Show

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. Approval of Minutes of the Common Council

Consider and act upon the draft minutes from the regular meeting held on Jan. 9, 2024.

B. Proclamation - Declaring January as Anti-Human Trafficking Month

Consider and act upon the Proclamation declaring January as Anti-Human Trafficking Month.

7. NEW BUSINESS

A. PUBLIC HEARING - Updating the Town Fee Schedule - Water and Wastewater Rates

Town Council will hold a public hearing to receive public input regarding an increase in water and wastewater rates.

B. Resolution #1708 - Updating the Town Fee Schedule - Water and Wastewater Rates

Discuss, consider and act upon Resolution #1708, updating the Town Fee

Schedule by setting water and wastewater rates.

C. Personnel Policy Amendment

Discuss, consider and act upon changes being proposed to the Town's Paid Time Off (PTO) Policy, Holiday Pay Policy and Workplace Conduct Discipline Policy.

D. Remodel of the Clarkdale Police Department

Discuss, consider and act upon the proposed remodeling of the Police Department building for the total amount of \$89,688.62.

E. Cooperative Agreement for Broadway Pavement Overlay and Necessary Roadway Improvements

Discuss, consider and act upon proposals received from Tiffany Construction in the amounts of \$191,034.12 and \$1,586,493 for the Broadway Overlay Phase I Improvements and the Broadway Overlay Phase II project.

- 8. POSSIBLE VOTE TO ENTER EXECUTIVE SESSION - The Council may vote to discuss the following matters in executive session pursuant to A.R.S. § 38-431.03 (A)(3) discussion or consultation for legal advice with the attorney or attorneys of the public body and/or A.R.S § 38-431.03 (A)(4) discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are subject to negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.**

A. Development Agreement

- 9. RESUMPTION OF REGULAR MEETING - Immediately following the executive session, the Council will resume public session.**

A. Development Agreement

10. FUTURE AGENDA ITEMS

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

11. 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

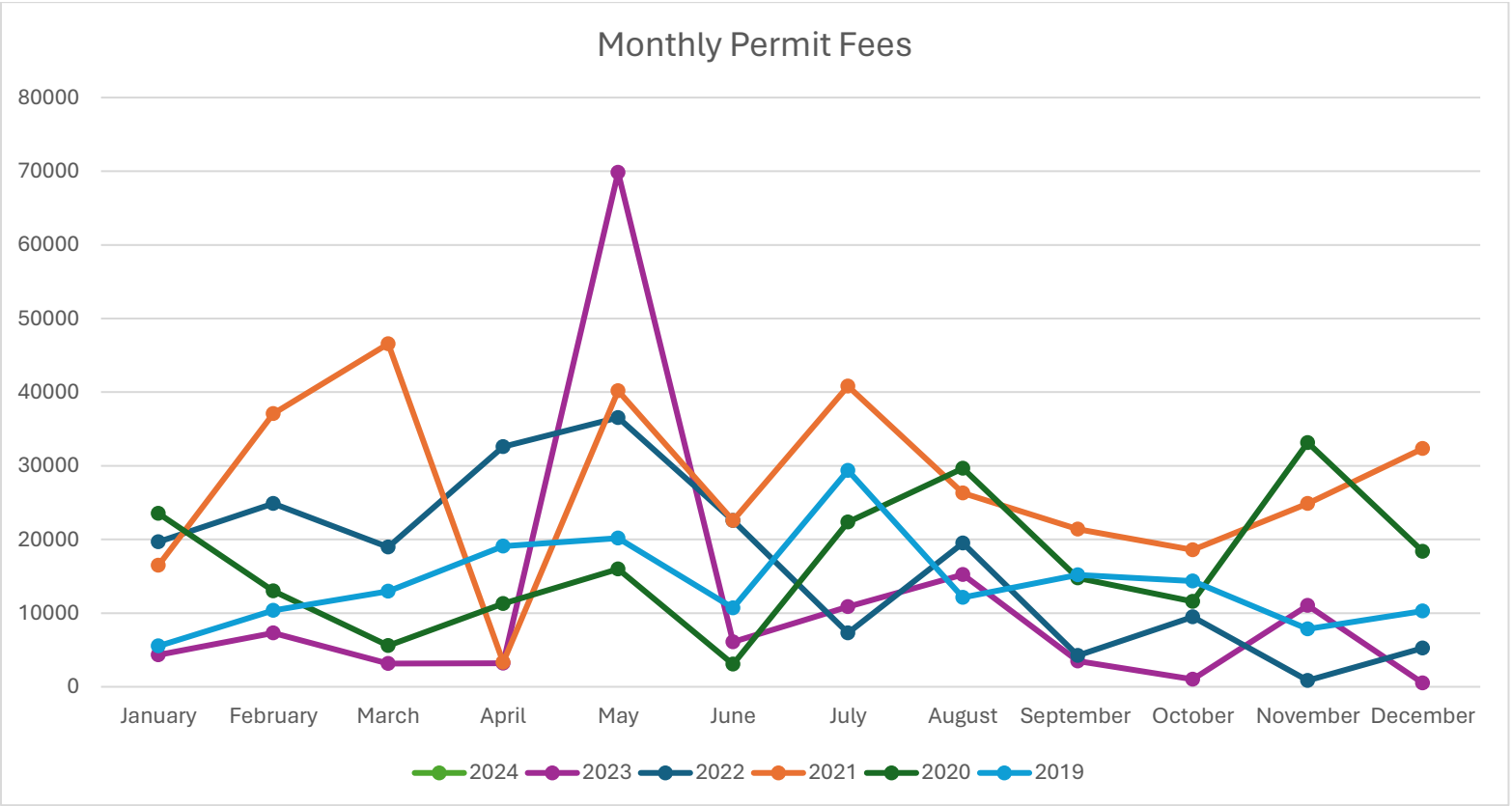
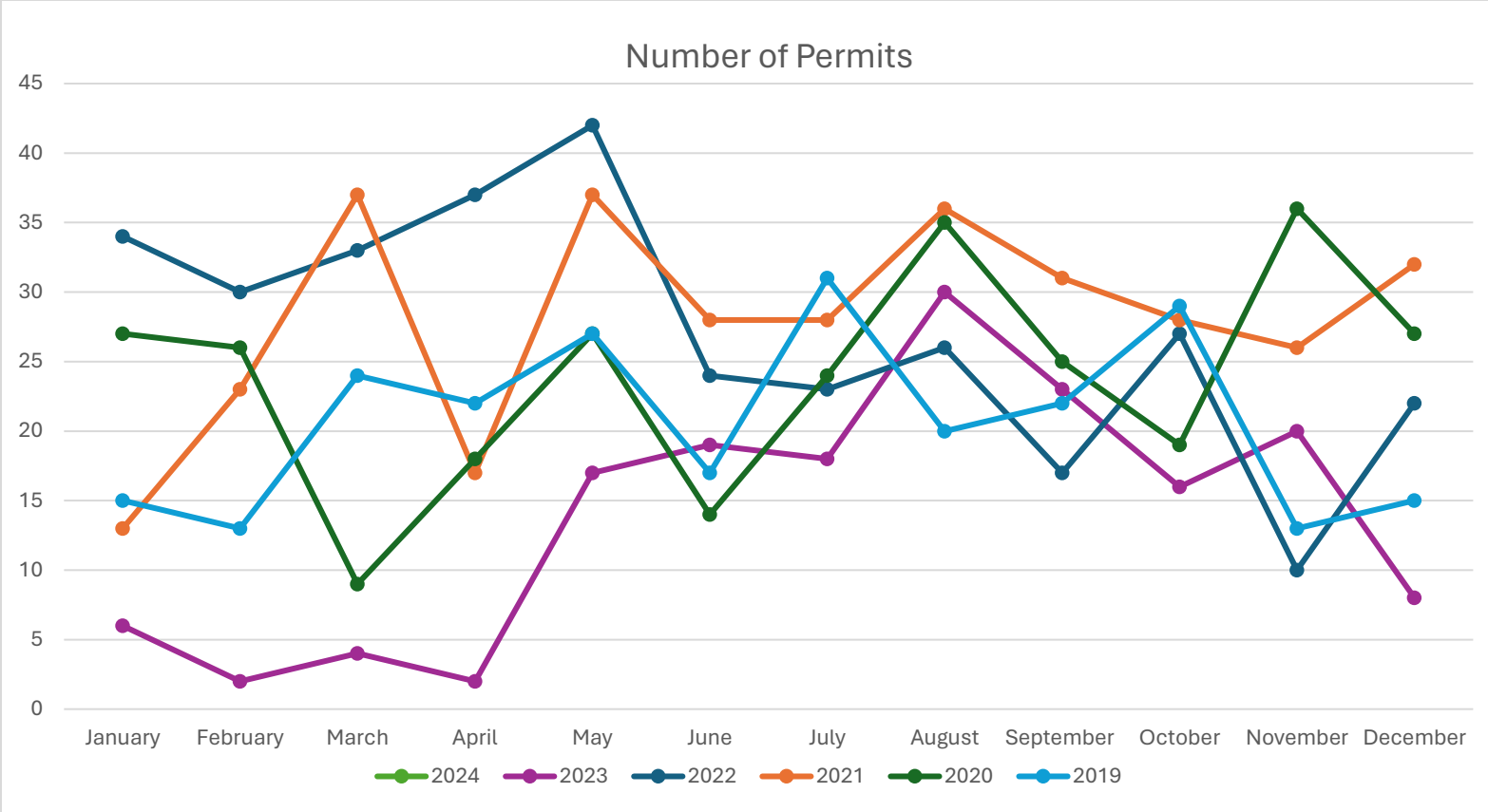
Economic and social resiliency
Resourceful and innovative

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.

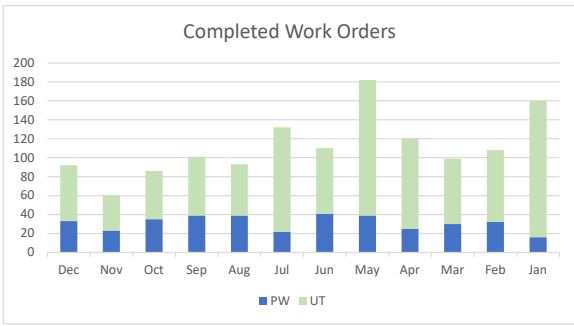
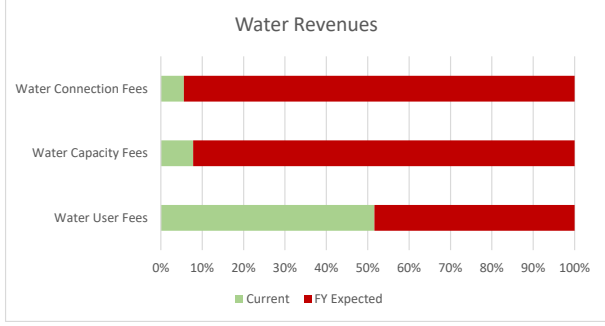
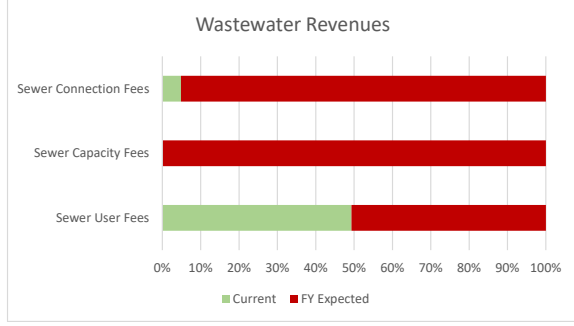
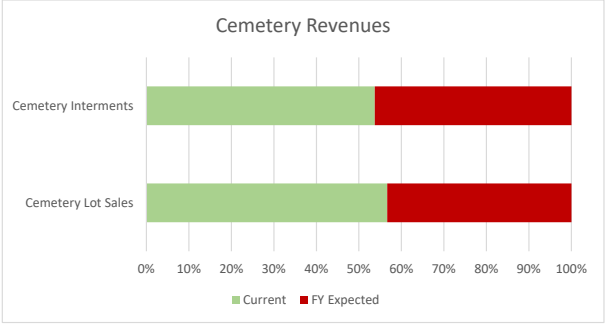
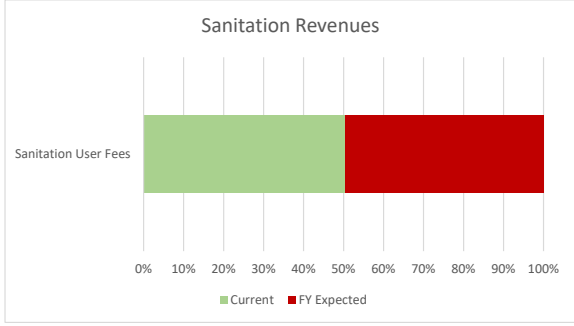
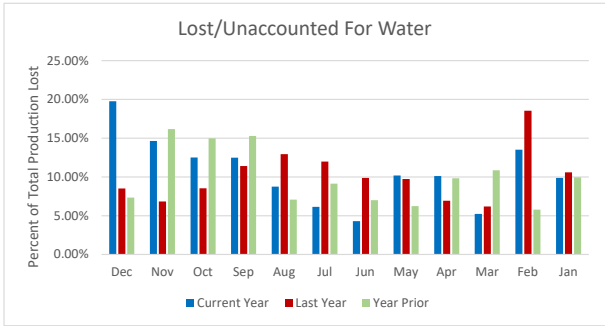
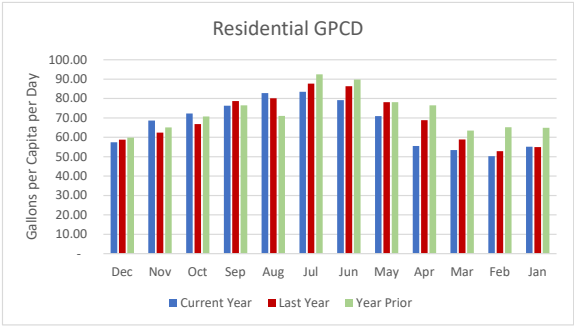
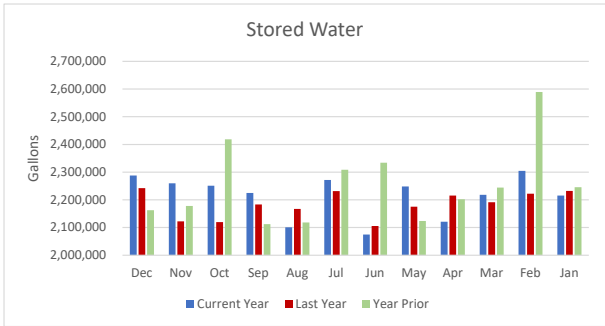
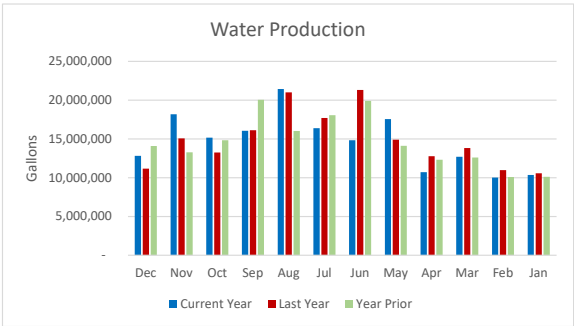
Persons with a disability may request reasonable accommodations by contacting the Town Hall at (928) 639-2400 (TTY: 1-800-367-8939) at least 72 hours in advance of the meeting.

Building Permit Report
2023



Clarkdale Magistrate Court
December 2022-2023 Comparative Stats

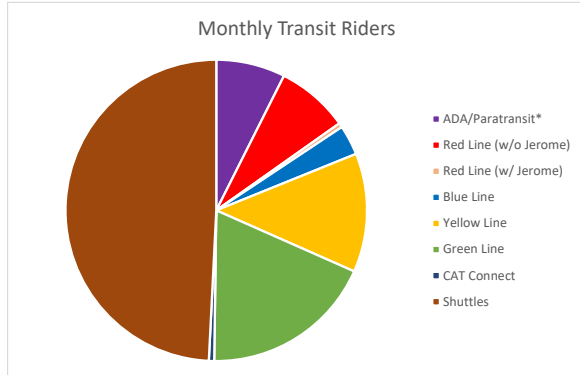
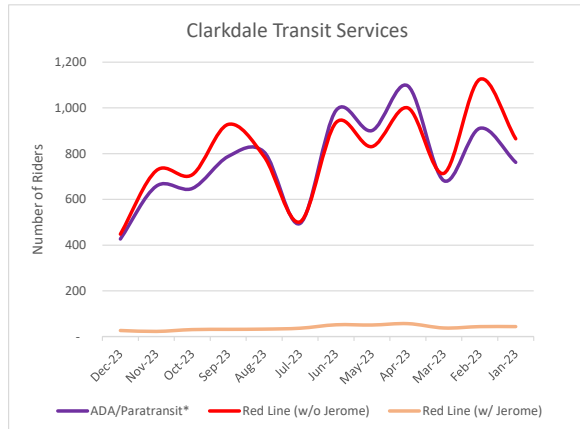
	December 2022	December 2023
Criminal Cases	4	6
Civil Traffic Cases	31	31
Total Cases	35	37
Revenue to Town	\$3,976	\$2,656



50% of FY completed as of 12/31/2023

Note: Water loss higher than normal due to tank cleaning. (55k)

December-23



RED ROUTE Monday – Friday 6:45 AM – 6:31 PM												
Bus Stop												
COTTONWOOD TO CLARKDALE												
1 Depart – Cottonwood Library	6:45	7:30	8:15	9:00	9:45	10:30	11:15	12:00	12:45	1:30	2:15	3:00
2 Cottonwood St. & 6th St.	6:47	7:32	8:17	9:02	9:47	10:32	11:17	12:02	12:47	1:32	2:17	3:02
3 E. Cottonwood St. / S. Willard St. (Spectrum Healthcare)	6:48	7:33	8:18	9:03	9:48	10:33	11:18	12:03	12:48	1:33	2:18	3:03
4 Black Hills Dr. / Gale Ave.	6:53	7:38	8:23	9:08	9:53	10:38	11:23	12:08	12:53	1:38	2:23	3:08
5 Yavapai College (Front Only)	6:55	7:40	8:25	9:10	9:55	10:40	11:25	12:10	12:55	1:40	2:25	3:10
6 Pine Shadows Dr. / SR 89A (Pine Shadows)	7:00	7:45	8:30	9:15	10:00	10:45	11:30	12:15	1:00	1:45	2:30	3:15
10 Main St. / Clarkdale – Jerome School	7:07	7:52	8:37	9:22	10:07	10:52	11:37	12:22	1:07	1:52	2:37	3:22
11 Main St. / S. 9th St. (Clarkdale Post Office)	7:09	7:54	8:39	9:24	10:09	10:54	11:39	12:24	1:09	1:54	2:39	3:24
CLARKDALE TO COTTONWOOD												
12 S. Broadway / Bent River Ranch Rd.	7:11	7:56	8:41	9:26	10:11	10:56	11:41	12:26	1:11	1:56	2:41	3:26
13 N. Main St. / Old Town	7:13	7:58	8:43	9:28	10:13	10:58	11:43	12:28	1:13	1:58	2:43	3:28
1 Arrive – Cottonwood Library	7:16	8:01	8:46	9:31	10:16	11:01	11:46	12:31	1:16	2:01	2:46	3:31

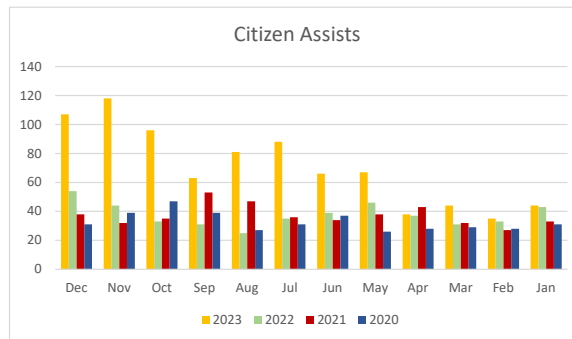
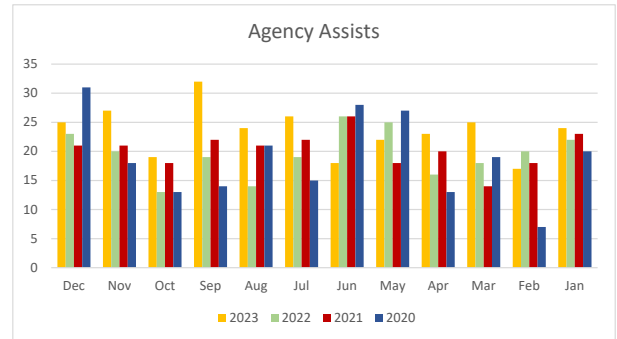
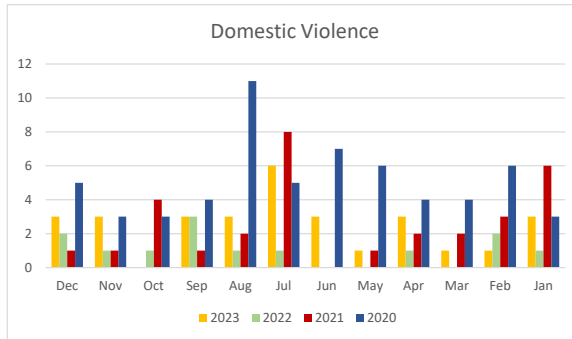
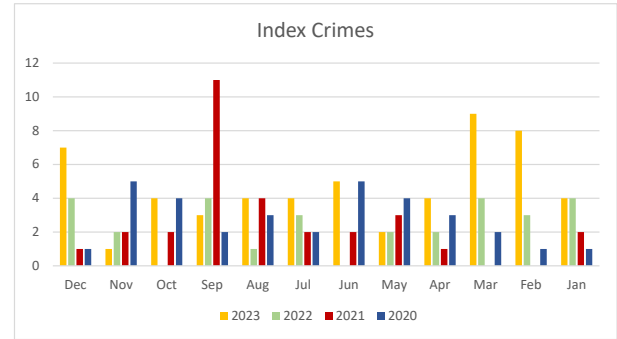
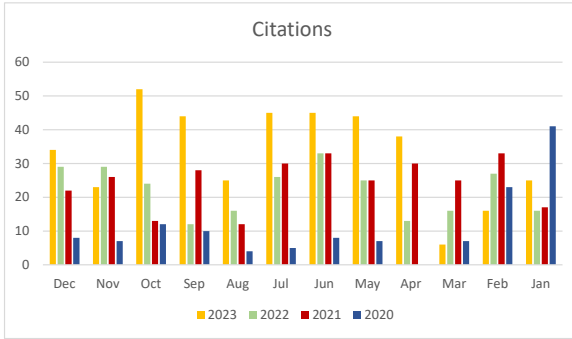
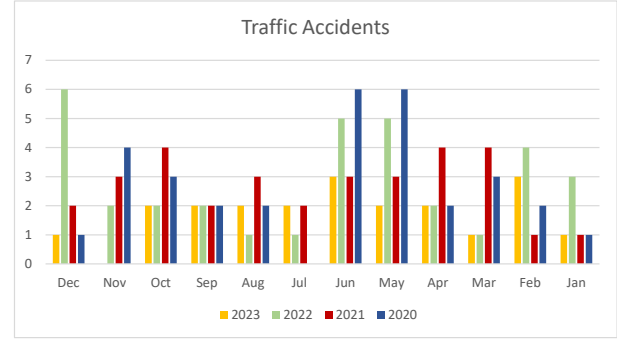
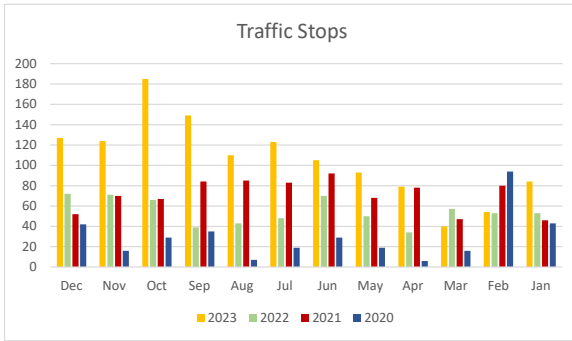
*On Thursday only, these trips continue to Jerome. See Jerome schedule for correct times.

JEROME Thursdays Only 8:15 AM – 6:54 PM				
Bus Stop				
COTTONWOOD TO CLARKDALE				
1	Depart – Cottonwood Library	8:15	11:15	6:00
2	Cottonwood St. & 6th St.	8:17	11:17	6:02
3	E. Cottonwood St. / S. Willard St. (Spectrum Healthcare)	8:18	11:18	6:03
4	Black Hills Dr./Gale Ave	8:23	11:23	6:08
5	Yavapai College (Front Only)	8:25	11:25	6:10
6	Lisa St/SR 89A (Pine Shadows)	8:30	11:30	6:15
JEROME				
7	Jerome/Scenic Lookout Hampshire Ave./Douglas Rd	8:42	11:42	6:27
8	Jerome/Fire Station (Back Parking Lot)	8:46	11:46	6:31
9	Jerome/Central Steps	8:48	11:48	6:33
CLARKDALE TO COTTONWOOD				
10	Main St/Clarkdale Jerome School	9:00	12:00	6:45
11	Main St/ S. 9th St (Clarkdale Post Office)	9:02	12:02	6:47
12	S. Broadway/Bent River Ranch Rd	9:04	12:04	6:49
13	N. Main St./City HR/Finance Bldg.	9:06	12:06	6:51
1	Arrive – Cottonwood Library	9:09	12:09	6:54

8/21/2022 All routes reinstated.
10/1/2022 Jerome route started.

*ADA/Paratransit numbers are for all services, regardless of origin or destination.

Missing data for the following date ranges:
02/12/2023-02/18/2023
06/05/2023-06/10/2023
06/25/2023-07/01/2023
08/05/2023-08/12/2023
09/03/2023-09/09/2023
10/22/2023-11/11/2023
11/19/2023-11/25/2023
12/03/2023-12/09/2023

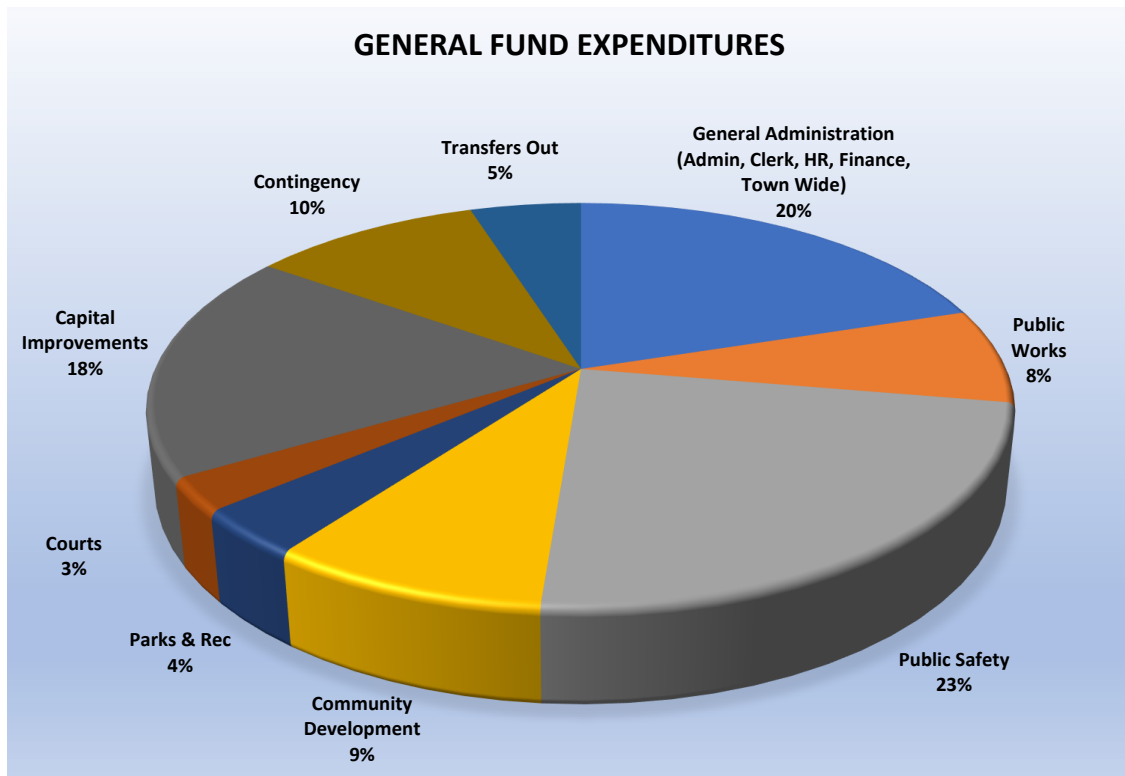
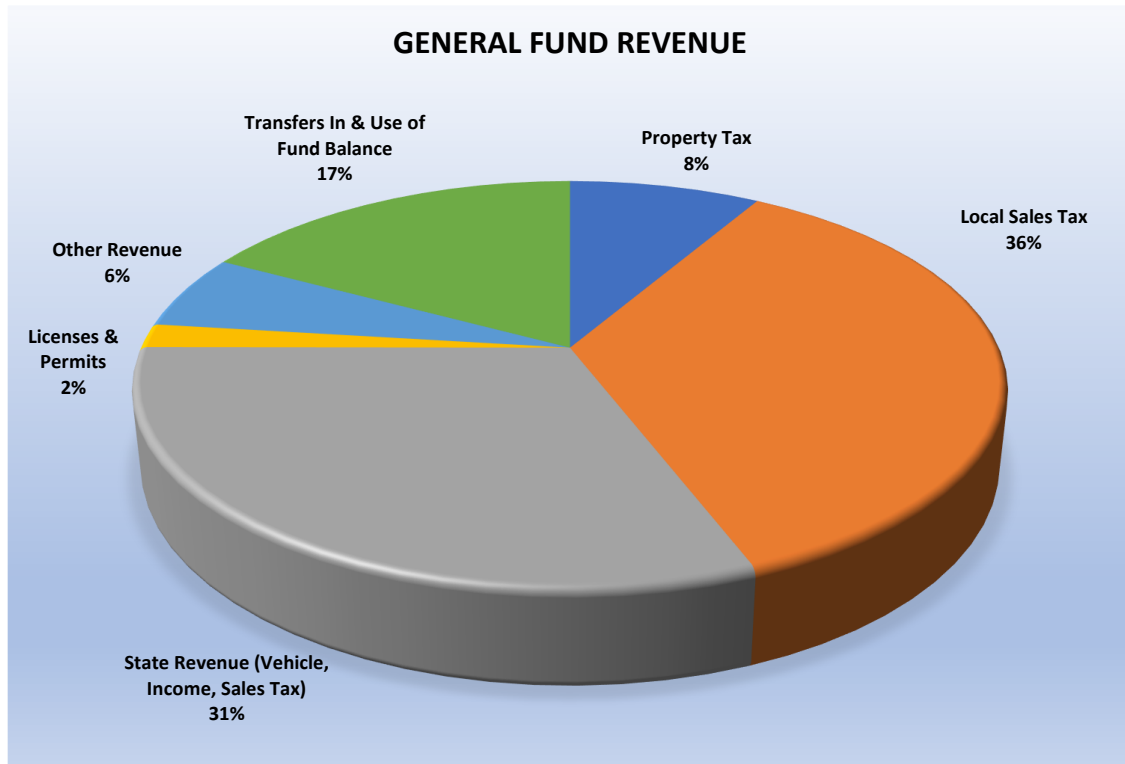


Comments:
 There were seven index crimes in December: two assaults and five thefts. The offender of one assault was arrested. Officers are attempting to locate the suspect in the other assault so he can be charged. Of the five theft cases, four are still under investigation. In these, low-value items were taken from unsecured premises. The offender in the remaining theft case was cited and released after the stolen items were recovered. There was only one traffic accident in Clarkdale in December and it occurred on private property.

Verde Valley Humane Society					
1520 W. Mingus Avenue					
Cottonwood, AZ. 86326					
928-634-7387					
					01/03/2024
Clarkdale FY Monthly Intake Reports - December 2023					
Date	Type	Species	ID #	Disposition Type	Date
12/2/23	STRAY - ACO	CANINE	D050525-1223	ADOPTION	12/22/2023
12/2/2023	Stray-Public Drop Off	CANINE	D50522-1223	ADOPTION	12/21/2023
12/5/2023	Stray-Public Drop Off	FELINE	C50334-1223	DOA	
	Total: 3				

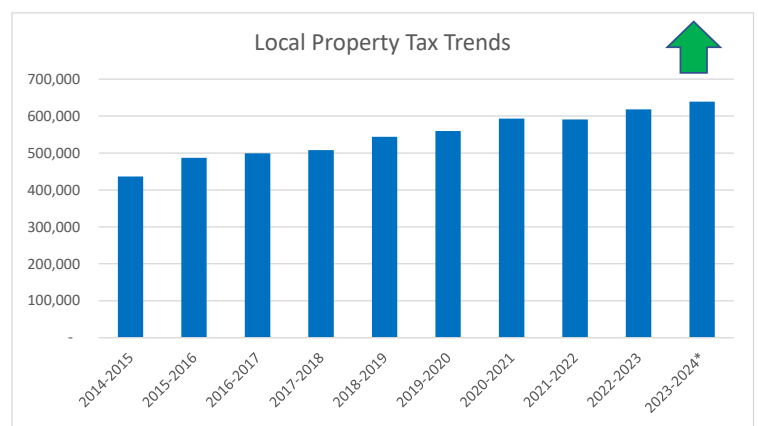
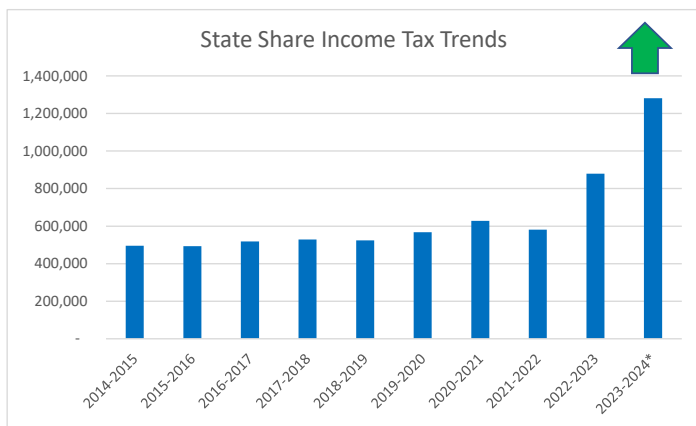
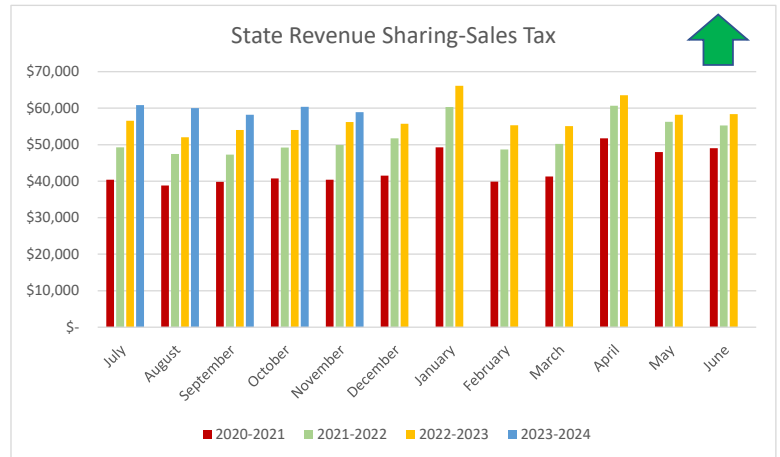
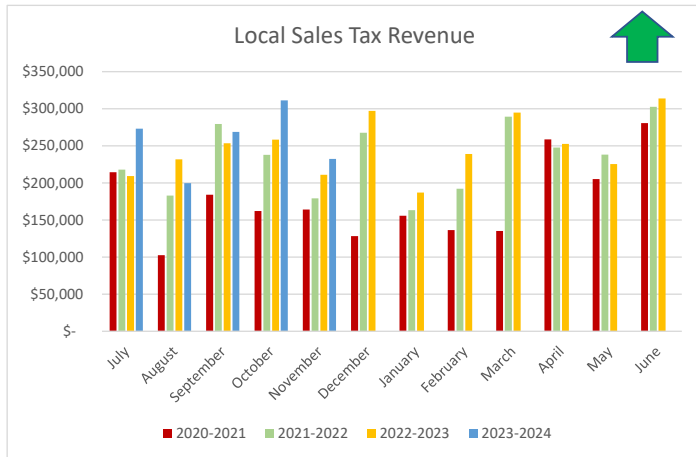
Finance Department Monthly Report

FY2023-2024 Budgeted Revenue and Expenditures by Category

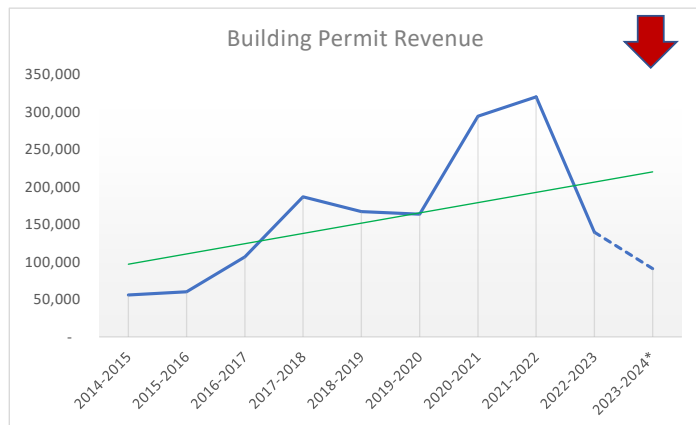


Finance Department Monthly Report December 2023

1/11/2024



*Projected

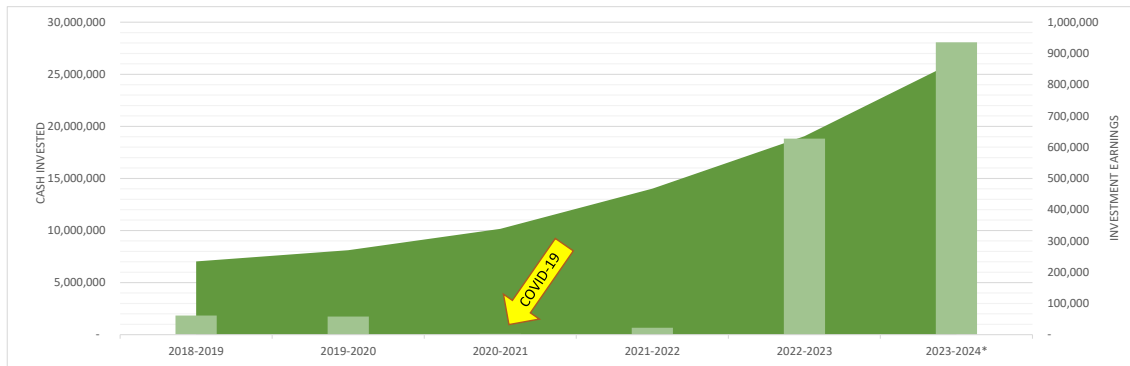


*Straightline projection yields revenues of \$129,930, projection shown above is 70%.

Comments
→Local Sales Tax receipts for November 2023 exceeded collections from November 2022.
→State Revenue Sharing in 2023 continues to exceed 2022 receipts.
→Cumulative Building Permit revenues through December 31 total \$64,965. August receipts make up approximately \$35K of this amount and are primarily a result of Crossroads "catch up" permit issuances. The Town budgeted \$125K for FY2024. Projections are shown at 70% of straightline to smooth out the August revenues.
→Interest earnings continue to exceed expectations with FYTD earnings totaling \$668,510. \$6.3million of funding was received and invested for the Bitter Creek Bridge project in July.
→The Annual Financial Statements, Single Audit, and Annual Expenditure Limitation Report have been received and presented to Town Council.
→Finance has distributed the FY2025 budget files to all Departments in preparation for budget meetings with the Town Manager in February.

Finance Department Monthly Report Investment Earnings

Fund	FY2023-2024													Fiscal Year-to-Date
	Budgeted (Annual)	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	
General Fund	\$ 140,000	\$ 41,234	\$ 51,098	\$ 49,833	\$ 51,819	\$ 52,378	\$ 54,015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,377
Grants Fund (Bitter Creek Bridge)	\$ -	\$ 23,313	\$ 27,882	\$ 27,133	\$ 28,266	\$ 27,194	\$ 28,449	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,236
Streets Fund	\$ 11,000	\$ 3,251	\$ 3,365	\$ 3,291	\$ 3,432	\$ 3,342	\$ 3,479	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,159
HURF Fund	\$ 26,000	\$ 8,988	\$ 9,495	\$ 9,449	\$ 10,008	\$ 9,911	\$ 10,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,353
Wastewater Fund	\$ 26,000	\$ 7,531	\$ 7,793	\$ 7,622	\$ 7,949	\$ 7,741	\$ 8,058	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,694
Cemetery Fund	\$ 3,275	\$ 962	\$ 996	\$ 974	\$ 1,016	\$ 989	\$ 943	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,881
Sanitation Fund	\$ -	\$ -	\$ 135	\$ 132	\$ 137	\$ 134	\$ 139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 676
Water Fund	\$ 41,000	\$ 11,943	\$ 12,359	\$ 12,087	\$ 12,606	\$ 12,275	\$ 12,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,048
	\$ 247,275	\$ 97,224	\$ 113,122	\$ 110,518	\$ 115,234	\$ 113,964	\$ 118,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 668,423
Percent of Year Passed		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
Percent Collected vs. Budgeted		39%	85%	130%	176%	222%	270%	270%	270%	270%	270%	270%	270%	



*Projected-Straight-line projection yields investment income of \$1,337,020 the amount shown above is estimated at 70% of that. Future market conditions are difficult to predict, but it is projected that we will continue to be in a rising environment for the near term.

Town funds are currently held in the State of Arizona Local Government Investment Pool, LGIP. The funds are invested in US Government Backed Securities with the following historical investment performance as of December 31, 2023:

1 Month	QTD	3 Months	YTD	1 Year	3 Years	5 Years
5.35%	5.33%	5.33%	5.28%	4.97%	2.16%	1.83%

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND

FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
LOCAL REVENUE	5,226,640.00	402,167.08	2,140,413.94	40.95	3,086,226.06
STATE REVENUE	<u>2,338,628.00</u>	<u>199,124.63</u>	<u>1,145,236.92</u>	<u>48.97</u>	<u>1,193,391.08</u>
TOTAL REVENUES	7,565,268.00	601,291.71	3,285,650.86	43.43	4,279,617.14
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
CONTINGENCY & TRANSFERS	2,532,400.00	0.00	67,153.28	2.65	2,465,246.72
ADMINISTRATION	216,636.00	22,377.56	104,667.05	48.31	111,968.95
TOWN CLERK	165,092.00	10,635.63	74,567.11	45.17	90,524.89
HUMAN RESOURCES	165,666.00	13,907.32	112,097.97	67.67	53,568.03
FINANCE	312,866.00	24,045.44	146,039.98	46.68	166,826.02
TOWN WIDE	657,885.00	74,530.28	296,544.20	45.08	361,340.80
COMMUNITY DEVELOPMENT	675,765.00	39,295.62	228,039.86	33.75	447,725.14
PARKS & RECREATION	280,198.00	20,554.66	111,632.84	39.84	168,565.16
COURT	199,634.00	55,035.04	76,647.22	38.39	122,986.78
POLICE	1,716,139.00	149,485.36	825,720.18	48.11	890,418.82
VERDE RIVER RAPS	68,240.00	1,996.22	24,148.71	35.39	44,091.29
PUBLIC WORKS	<u>574,747.00</u>	<u>39,776.10</u>	<u>236,262.46</u>	<u>41.11</u>	<u>338,484.54</u>
TOTAL EXPENDITURES	7,565,268.00	451,639.23	2,303,520.86	30.45	5,261,747.14
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	149,652.48	982,130.00	(	982,130.00)

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>LOCAL REVENUE</u>					
01-4-4000-4001 FRANCHISE ROYALTIES	100,000.00	0.00	31,796.49	31.80	68,203.51
01-4-4000-4002 BUSINESS & HOME OCC LICENSES	8,500.00	240.00	7,625.00	89.71	875.00
01-4-4000-4003 BUILDING PERMITS	125,000.00	15,947.80	64,965.22	51.97	60,034.78
01-4-4000-4004 FACILITIES RENTALS	16,000.00	968.00	6,661.13	41.63	9,338.87
01-4-4000-4005 COURT FINES	50,000.00	3,672.17	20,301.78	40.60	29,698.22
01-4-4000-4006 LOCAL SALES TAX (EXCLUDING CO)	2,700,000.00	231,822.52	1,199,117.61	44.41	1,500,882.39
01-4-4000-4007 ANIMAL CONTROL	1,800.00	380.00	550.00	30.56	1,250.00
01-4-4000-4008 PROPERTY TAX	639,000.00	66,393.81	336,431.07	52.65	302,568.93
01-4-4000-4009 FORFEITURES, AUCTION, REPOSS	2,500.00	0.00	0.00	0.00	2,500.00
01-4-4000-4010 REIMB FOR COURT APPOINTED ATTY	1,000.00	0.00	0.00	0.00	1,000.00
01-4-4000-4012 RESTITUTION TOC AS VICTIM	1,500.00	100.00	640.00	42.67	860.00
01-4-4000-4013 POLICE RECORD COPIES	400.00	15.00	245.00	61.25	155.00
01-4-4000-4018 INSURANCE REIMBURSEMENTS	50,000.00	0.00	30,408.00	60.82	19,592.00
01-4-4000-4019 GENERAL P&Z	3,000.00	0.00	475.00	15.83	2,525.00
01-4-4000-4030 PD POST STORAGE IMPOUND	1,000.00	0.00	0.00	0.00	1,000.00
01-4-4000-4033 LIQUOR LICENSE FEES	400.00	0.00	225.00	56.25	175.00
01-4-4000-4034 SPECIAL EVENT PERMIT-TOWN	600.00	0.00	50.00	8.33	550.00
01-4-4000-4035 REIMBURSE PW STAFF TIME	200.00	0.00	252.00	126.00 (	52.00)
01-4-4000-4036 VERDE RIVER RAP OUTFITTER FEES	35,000.00	280.00	36,073.50	103.07 (	1,073.50)
01-4-4000-4037 VERDE RIVER RAP DAY USE FEES	9,000.00	118.32	4,607.88	51.20	4,392.12
01-4-4000-4038 RIVER SPECIAL EVENT PERMIT	100.00	0.00	0.00	0.00	100.00
01-4-4000-4041 SOIL REMEDIATION PERMITS	5,000.00	0.00	2,834.00	56.68	2,166.00
01-4-4000-4043 SCHOOL RESOURCE OFFICER REVENU	10,000.00	10,000.00	10,000.00	100.00	0.00
01-4-4000-4044 CONTGNT CONTRACT INSPECTOR	2,000.00	0.00	0.00	0.00	2,000.00
01-4-4000-4047 ENGINEERING INSPECTION FEES	2,000.00	0.00	0.00	0.00	2,000.00
01-4-4000-4051 CONCERT AMBASSADOR REVENUE	300.00	0.00	290.25	96.75	9.75
01-4-4000-4060 PD OFFICER SAFETY EQUIPMENT	0.00	70.71	372.18	0.00 (	372.18)
01-4-4000-4200 LEASE PROCEEDS	6,755.00	0.00	0.00	0.00	6,755.00
01-4-4000-4240 V RIVER MEMBERSHIP FEE REVENUE	700.00	90.00	490.00	70.00	210.00
01-4-4000-4350 SMART & SAFE FUNDS	12,000.00	13,222.73	13,222.73	110.19 (	1,222.73)
01-4-4000-4500 MISCELLANEOUS INCOME	350.00	4,021.28	4,271.28	1,220.37 (	3,921.28)
01-4-4000-4503 FINGER PRINTING REVENUE	1,500.00	540.00	2,790.00	186.00 (	1,290.00)
01-4-4000-4504 PD VEHICLE USAGE RATE REV	500.00	48.50	5,596.00	1,119.20 (	5,096.00)
01-4-4000-4505 RECORDS REQ, COPIES & FAXES	100.00	0.00	0.00	0.00	100.00
01-4-4000-4507 CC SURCHARGE REVENUE	3,700.00	221.65	1,425.85	38.54	2,274.15
01-4-4000-4700 INTEREST INCOME - LGIP 92147	140,000.00	54,014.59	300,376.76	214.55 (	160,376.76)
01-4-4000-4902 NSF FEES COLLECTED	35.00	0.00	0.00	0.00	35.00
01-4-4000-6007 ADMIN FEE TRANS IN FR HURF	48,093.00	0.00	0.00	0.00	48,093.00
01-4-4000-6011 ADMIN FEE TRAN IN FROM SEWER	68,441.00	0.00	0.00	0.00	68,441.00
01-4-4000-6012 ADMIN FEE TRAN IN FROM SANITAT	33,528.00	0.00	0.00	0.00	33,528.00
01-4-4000-6013 ADMIN FEE TRAN IN FROM WATER	83,825.00	0.00	0.00	0.00	83,825.00
01-4-4000-6019 ADMIN FEE TRAN IN FROM CEMETER	4,110.00	0.00	0.00	0.00	4,110.00
01-4-4000-6030 TRANSFERS IN FROM OTHER FUNDS	58,703.00	0.00	58,320.21	99.35	382.79
01-4-4000-6050 OFS-FUND BALANCE APPROPRIATION	<u>1,000,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000,000.00</u>
TOTAL LOCAL REVENUE	5,226,640.00	402,167.08	2,140,413.94	40.95	3,086,226.06

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COUNTY REVENUE					
STATE REVENUE					
01-4-4200-4030 STATE SALES TAX	697,749.00	61,803.39	334,537.40	47.95	363,211.60
01-4-4200-4031 STATE REV SHARE (INCOME TAX)	1,242,950.00	106,791.59	640,749.54	51.55	602,200.46
01-4-4200-4035 STATE VEHICLE LIC TAX	<u>397,929.00</u>	<u>30,529.65</u>	<u>169,949.98</u>	<u>42.71</u>	<u>227,979.02</u>
TOTAL STATE REVENUE	2,338,628.00	199,124.63	1,145,236.92	48.97	1,193,391.08
FIXED ASSET CONTRIBUTION					
DONATIONS REVENUE					
PARKS & REC DONATIONS					
POLICE DONATIONS					
TOTAL REVENUE	7,565,268.00	601,291.71	3,285,650.86	43.43	4,279,617.14
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TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CAPITAL IMPROVEMENT PLAN</u>					
<u>CONTINGENCY & TRANSFERS</u>					
01-5-2000-9250 DF ECO DEV/MARKET & SEED MONEY	5,000.00	0.00	0.00	0.00	5,000.00
01-5-2000-9400 CONTINGENCY	767,619.00	0.00	55,000.00	7.17	712,619.00
01-5-2000-9801 TRANS OUT DES FUNDS STREETS	360,713.00	0.00	0.00	0.00	360,713.00
01-5-2000-9851 TRANSFER OUT TO CIP	1,386,915.00	0.00	0.00	0.00	1,386,915.00
01-5-2000-9852 TRANSFER TO GRANTS FUND	<u>12,153.00</u>	<u>0.00</u>	<u>12,153.28</u>	<u>100.00</u>	<u>(0.28)</u>
TOTAL CONTINGENCY & TRANSFERS	2,532,400.00	0.00	67,153.28	2.65	2,465,246.72
<u>ADMINISTRATION</u>					
01-5-2100-6000 SALARIES-ADMINISTRATION	154,850.00	12,257.68	71,622.98	46.25	83,227.02
01-5-2100-6020 SOCIAL SECURITY	12,612.00	848.48	5,681.66	45.05	6,930.34
01-5-2100-6022 HEALTH INSURANCE	11,390.00	949.20	5,690.00	49.96	5,700.00
01-5-2100-6023 WORKERS COMP INSURANCE	424.00	116.76	227.63	53.69	196.37
01-5-2100-6024 STATE RETIREMENT	20,260.00	1,506.46	8,802.36	43.45	11,457.64
01-5-2100-6030 TRAVEL & EDUCATION	3,600.00	997.50	1,344.56	37.35	2,255.44
01-5-2100-6035 TRANS & COMM ALLOWANCE	10,000.00	5,384.62	9,230.82	92.31	769.18
01-5-2100-7015 BUSINESS MEETINGS & MEALS	500.00	0.00	0.00	0.00	500.00
01-5-2100-7020 OFFICE SUPPLIES	500.00	0.00	270.19	54.04	229.81
01-5-2100-7022 DUES & ASSOCIATIONS	1,800.00	267.00	1,542.62	85.70	257.38
01-5-2100-7050 TELEPHONE	400.00	49.86	254.23	63.56	145.77
01-5-2100-8000 EQUIPMENT PURCHASE	<u>300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300.00</u>
TOTAL ADMINISTRATION	216,636.00	22,377.56	104,667.05	48.31	111,968.95
<u>TOWN CLERK</u>					
01-5-2101-6000 SALARIES-TOWN CLERK	81,354.00	6,258.00	37,548.00	46.15	43,806.00
01-5-2101-6001 SALARIES TOWN COUNCIL	14,400.00	1,200.00	7,200.00	50.00	7,200.00
01-5-2101-6020 SOCIAL SECURITY	7,325.00	541.74	3,258.14	44.48	4,066.86
01-5-2101-6022 HEALTH INSURANCE	15,902.00	1,325.20	7,946.00	49.97	7,956.00
01-5-2101-6023 WORKERS COMP INSURANCE	246.00	61.09	131.63	53.51	114.37
01-5-2101-6024 STATE RETIREMENT	9,998.00	772.18	4,633.08	46.34	5,364.92
01-5-2101-6026 HSA EMPLOYER PORTION	2,724.00	227.00	1,362.00	50.00	1,362.00
01-5-2101-6030 TRAVEL & EDUCATION	2,930.00	0.00	1,369.62	46.74	1,560.38
01-5-2101-6031 COUNCIL TRAVEL & EDUCATION	10,000.00	0.00	4,714.49	47.14	5,285.51
01-5-2101-7002 GASOLINE	300.00	0.00	0.00	0.00	300.00
01-5-2101-7004 SOFTWARE AND RENEWALS	7,100.00	0.00	0.00	0.00	7,100.00
01-5-2101-7015 BUSINESS MEETINGS & MEALS	2,000.00	0.00	383.10	19.16	1,616.90
01-5-2101-7020 OFFICE SUPPLIES	700.00	183.45	652.92	93.27	47.08
01-5-2101-7021 PUBLICATIONS & ADVERTISING	1,800.00	0.00	1,093.16	60.73	706.84
01-5-2101-7022 DUES & ASSOCIATIONS	500.00	0.00	0.00	0.00	500.00
01-5-2101-7050 TELEPHONE	325.00	20.00	105.34	32.41	219.66
01-5-2101-7055 TOWN CODE MAINTENANCE	2,500.00	0.00	1,319.50	52.78	1,180.50
01-5-2101-7300 RECORDS MANAGEMENT	<u>4,988.00</u>	<u>46.97</u>	<u>2,850.13</u>	<u>57.14</u>	<u>2,137.87</u>
TOTAL TOWN CLERK	165,092.00	10,635.63	74,567.11	45.17	90,524.89

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>HUMAN RESOURCES</u>					
01-5-2102-6000 SALARIES- HUMAN RESOURCES	97,535.00	7,329.60	42,830.01	43.91	54,704.99
01-5-2102-6020 SOCIAL SECURITY	7,461.00	542.25	3,221.64	43.18	4,239.36
01-5-2102-6022 HEALTH INSURANCE	10,905.00	1,915.87	7,828.75	71.79	3,076.25
01-5-2102-6023 WORKERS COMP INSURANCE	251.00	56.14	117.28	46.73	133.72
01-5-2102-6024 STATE RETIREMENT	11,987.00	900.80	3,951.23	32.96	8,035.77
01-5-2102-6026 HSA EMPLOYER PORTION	4,502.00	312.16	1,771.82	39.36	2,730.18
01-5-2102-6030 TRAVEL & EDUCATION	2,500.00	0.00	261.78	10.47	2,238.22
01-5-2102-6032 EMPLOYEE RETENTION	4,000.00	2,469.63	3,762.38	94.06	237.62
01-5-2102-7020 OFFICE SUPPLIES	300.00	0.00	185.30	61.77	114.70
01-5-2102-7021 PUBLICATIONS & ADVERTISING	1,000.00	50.00	1,157.70	115.77 (	157.70)
01-5-2102-7022 DUES & ASSOCIATIONS	800.00	0.00	309.00	38.63	491.00
01-5-2102-7023 HEALTH MANAGEMENT	500.00	0.00	91.67	18.33	408.33
01-5-2102-7024 EMPLOYEE TRAINING	15,000.00	220.90	1,310.90	8.74	13,689.10
01-5-2102-7030 NEW HIRE EXPENSE	3,000.00	91.67	1,594.34	53.14	1,405.66
01-5-2102-7050 TELEPHONE	425.00	18.30	93.12	21.91	331.88
01-5-2102-8000 EQUIPMENT PURCHASE	500.00	0.00	0.00	0.00	500.00
01-5-2102-9009 UNEMPLOYMENT	5,000.00	0.00	0.00	0.00	5,000.00
01-5-2102-9010 PROFESSIONAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>43,611.05</u>	<u>0.00</u> (	<u>43,611.05)</u>
TOTAL HUMAN RESOURCES	165,666.00	13,907.32	112,097.97	67.67	53,568.03

FINANCE

01-5-2103-6000 SALARIES FINANCE	219,045.00	17,016.19	101,994.82	46.56	117,050.18
01-5-2103-6020 SOCIAL SECURITY	16,757.00	1,297.93	7,784.09	46.45	8,972.91
01-5-2103-6022 HEALTH INSURANCE	30,516.00	2,542.93	15,244.25	49.95	15,271.75
01-5-2103-6023 WORKERS COMP INSURANCE	563.00	133.69	284.04	50.45	278.96
01-5-2103-6024 STATE RETIREMENT	26,921.00	2,094.35	12,763.31	47.41	14,157.69
01-5-2103-6026 HSA EMPLOYER PORTION	8,663.00	721.84	4,331.18	50.00	4,331.82
01-5-2103-6030 TRAVEL & EDUCATION	4,985.00	0.00	144.06	2.89	4,840.94
01-5-2103-7020 OFFICE SUPPLIES	1,200.00	205.01	760.11	63.34	439.89
01-5-2103-7021 PUBLICATIONS & ADVERTISING	1,000.00	0.00	1,000.00	100.00	0.00
01-5-2103-7022 DUES & ASSOCIATIONS	616.00	0.00	160.00	25.97	456.00
01-5-2103-7023 TRANSPARENCY POSTINGS	1,000.00	0.00	1,000.00	100.00	0.00
01-5-2103-7024 PHOENIX BUSINESS INT	275.00	0.00	275.00	100.00	0.00
01-5-2103-7025 POSTAGE	750.00	0.00	292.28	38.97	457.72
01-5-2103-7050 TELEPHONE	575.00	33.50	167.65	29.16	407.35
01-5-2103-7999 MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>(160.81)</u>	<u>0.00</u>	<u>160.81</u>
TOTAL FINANCE	312,866.00	24,045.44	146,039.98	46.68	166,826.02

TOWN WIDE

01-5-2300-6000 SALARIES - TOWN WIDE	125,262.00	5,816.30	27,198.86	21.71	98,063.14
01-5-2300-6020 SOCIAL SECURITY	9,583.00	434.50	2,070.27	21.60	7,512.73
01-5-2300-6022 HEALTH INSURANCE	20,114.00	1,583.20	1,583.20	7.87	18,530.80
01-5-2300-6023 WORKERS COMP INSURANCE	235.00	22.20	22.20	9.45	212.80
01-5-2300-6024 STATE RETIREMENT	11,339.00	714.82	1,054.36	9.30	10,284.64
01-5-2300-6026 HSA EMPLOYER PORTION	0.00	290.00	290.00	0.00 (	290.00)
01-5-2300-6045 CELL PHONE STIPEND	1,800.00	175.00	943.75	52.43	856.25
01-5-2300-7001 EQUIPMENT REPAIR & MAINTANCE	10,000.00	75.92	662.73	6.63	9,337.27
01-5-2300-7002 INCODE MAINTANCE	22,400.00	0.00	17,582.26	78.49	4,817.74

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-2300-7004 SOFTWARE AND RENEWALS	41,000.00	295.33	30,001.66	73.17	10,998.34
01-5-2300-7005 IT HARDWARE SERVICE CONTRACTS	5,000.00	0.00	465.00	9.30	4,535.00
01-5-2300-7007 ARC GIS LICENSE & SOFTWARE	3,400.00	0.00	3,661.31	107.69 (	261.31)
01-5-2300-7008 PLOTTER MAINT A&E REPROGRAPH	1,800.00	0.00	0.00	0.00	1,800.00
01-5-2300-7015 BUSINESS MEETINGS & MEALS	1,500.00	188.42	515.55	34.37	984.45
01-5-2300-7020 OFFICE SUPPLIES	1,100.00	135.57	554.45	50.40	545.55
01-5-2300-7022 DUES AND ASSOCIATION FEES	13,000.00	0.00	10,191.69	78.40	2,808.31
01-5-2300-7025 POSTAGE	1,025.00	150.00	882.51	86.10	142.49
01-5-2300-7910 BANK CHARGES/CREDIT CARD FEES	8,000.00	59.11	366.78	4.58	7,633.22
01-5-2300-8001 ITC EQUIPMENT	30,000.00	5,284.22	14,032.98	46.78	15,967.02
01-5-2300-9002 IT CONTRACT SERVICES	105,000.00	7,897.50	35,538.75	33.85	69,461.25
01-5-2300-9003 MFFC PAYMENT	12,500.00	0.00	12,297.55	98.38	202.45
01-5-2300-9004 LEGAL MUNICIPAL	75,000.00	0.00	23,497.31	31.33	51,502.69
01-5-2300-9007 AUDIT COSTS	29,750.00	29,750.00	29,750.00	100.00	0.00
01-5-2300-9008 LIABILITY & PROPERTY INSURANCE	77,829.00	20,427.48	63,596.82	81.71	14,232.18
01-5-2300-9010 EMERGENCY MANAGEMENT SUPPLIES	2,000.00	0.00	0.00	0.00	2,000.00
01-5-2300-9015 TOWN WEB SITE	8,448.00	0.00	5,283.04	62.54	3,164.96
01-5-2300-9018 INSURANCE CLAIMS	800.00	400.00	400.00	50.00	400.00
01-5-2300-9250 TOURISM/MARKETING	<u>40,000.00</u>	<u>830.71</u>	<u>14,101.17</u>	<u>35.25</u>	<u>25,898.83</u>
TOTAL TOWN WIDE	657,885.00	74,530.28	296,544.20	45.08	361,340.80

LIBRARY

COMMUNITY DEVELOPMENT

01-5-2500-6000 SALARIES- PLANNING & ZONING	382,570.00	23,776.34	142,658.04	37.29	239,911.96
01-5-2500-6020 SOCIAL SECURITY	29,267.00	1,770.26	10,645.88	36.38	18,621.12
01-5-2500-6022 HEALTH INSURANCE	69,765.00	4,286.98	25,583.57	36.67	44,181.43
01-5-2500-6023 WORKERS COMP INSURANCE	3,476.00	443.92	954.97	27.47	2,521.03
01-5-2500-6024 STATE RETIREMENT	46,994.00	2,922.10	17,532.60	37.31	29,461.40
01-5-2500-6026 HSA EMPLOYER PORTION	12,093.00	744.00	4,411.52	36.48	7,681.48
01-5-2500-6030 TRAVEL & EDUCATION	3,500.00	0.00	2,543.38	72.67	956.62
01-5-2500-6031 COMM & BOARD TRAVEL & ED	2,000.00	0.00	0.00	0.00	2,000.00
01-5-2500-7001 EQUIPMENT REPAIRS & MAINT	2,000.00	323.40	1,762.14	88.11	237.86
01-5-2500-7002 GASOLINE	1,500.00	152.79	625.34	41.69	874.66
01-5-2500-7012 SOFTWARE MAINTENANCE	11,000.00	0.00	7,260.00	66.00	3,740.00
01-5-2500-7015 BUSINESS MEETINGS & MEALS	500.00	0.00	0.00	0.00	500.00
01-5-2500-7020 OFFICE SUPPLIES	2,000.00	661.28	1,448.11	72.41	551.89
01-5-2500-7021 PUBLICATIONS & ADVERSTISING	1,500.00	44.34	44.34	2.96	1,455.66
01-5-2500-7022 DUES & ASSOCIATIONS	2,000.00	0.00	0.00	0.00	2,000.00
01-5-2500-7025 POSTAGE	600.00	0.48	161.86	26.98	438.14
01-5-2500-7026 PRINTING FEE	1,500.00	0.00	0.00	0.00	1,500.00
01-5-2500-7050 TELEPHONE	2,500.00	202.73	1,018.61	40.74	1,481.39
01-5-2500-8000 EQUIPMENT PURCHASE	1,000.00	0.00	0.00	0.00	1,000.00
01-5-2500-9005 CONTRACT SERVICES	<u>100,000.00</u>	<u>3,967.00</u>	<u>11,389.50</u>	<u>11.39</u>	<u>88,610.50</u>
TOTAL COMMUNITY DEVELOPMENT	675,765.00	39,295.62	228,039.86	33.75	447,725.14

CODE DEPT

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>P&R</u>					
<u>P&R - POOL</u>					
<u>PARKS & RECREATION</u>					
01-5-2602-6000 SALARIES - PARKS & RECREATION	174,167.00	13,333.61	72,229.28	41.47	101,937.72
01-5-2602-6002 AMBASSADOR SALARIES	4,918.00	0.00	1,232.60	25.06	3,685.40
01-5-2602-6020 SOCIAL SECURITY	13,698.00	984.25	5,519.54	40.29	8,178.46
01-5-2602-6022 HEALTH INSURANCE	48,187.00	3,582.60	15,817.60	32.83	32,369.40
01-5-2602-6023 WORKERS COMP INSURANCE	643.00	106.79	203.03	31.58	439.97
01-5-2602-6024 STATE RETIREMENT	21,175.00	1,614.90	8,801.94	41.57	12,373.06
01-5-2602-6026 HSA EMPLOYER PORTION	3,480.00	580.00	3,480.00	100.00	0.00
01-5-2602-6030 TRAVEL & EDUCATION	2,200.00	0.00	1,067.70	48.53	1,132.30
01-5-2602-6033 VOLUNTEER APPRECIATION EXP	1,000.00	0.00	0.00	0.00	1,000.00
01-5-2602-7020 OFFICE SUPPLIES	300.00	0.00	209.03	69.68	90.97
01-5-2602-7022 DUES AND ASSOCIATIONS	380.00	0.00	100.00	26.32	280.00
01-5-2602-7050 TELEPHONE	700.00	35.20	179.87	25.70	520.13
01-5-2602-7300 PROGRAMMING	2,500.00	317.31	681.34	27.25	1,818.66
01-5-2602-7700 FOURTH OF JULY	1,000.00	0.00	450.00	45.00	550.00
01-5-2602-7800 HALLOWEEN	1,000.00	0.00	832.85	83.29	167.15
01-5-2602-7801 CHRISTMAS	1,000.00	0.00	0.00	0.00	1,000.00
01-5-2602-7900 PARK LEASES & MAINTENANCE	850.00	0.00	828.06	97.42	21.94
01-5-2602-8000 EQUIPMENT PURCHASE	<u>3,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>
TOTAL PARKS & RECREATION	280,198.00	20,554.66	111,632.84	39.84	168,565.16
<u>CLUBHOUSE</u>					
<u>COURT</u>					
01-5-2800-6000 SALARIES- COURT	28,000.00	2,153.84	12,923.04	46.15	15,076.96
01-5-2800-6020 SOCIAL SECURITY	2,142.00	164.76	988.56	46.15	1,153.44
01-5-2800-6023 WORKERS COMP INSURANCE	72.00	16.44	35.62	49.47	36.38
01-5-2800-8020 PUBLIC DEFENDER/DEFENSE ATTY	14,000.00	0.00	0.00	0.00	14,000.00
01-5-2800-8030 PROSECUTING ATTORNEY	30,000.00	2,500.00	12,500.00	41.67	17,500.00
01-5-2800-9005 CONTRACT SERVICES	105,420.00	50,200.00	50,200.00	47.62	55,220.00
01-5-2800-9400 CONTINGENCY	<u>20,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>
TOTAL COURT	199,634.00	55,035.04	76,647.22	38.39	122,986.78
<u>POLICE</u>					
01-5-2900-6000 SALARIES- POLICE	894,208.00	75,291.88	435,260.49	48.68	458,947.51
01-5-2900-6001 OVERTIME- POLICE	43,440.00	4,204.04	27,213.61	62.65	16,226.39
01-5-2900-6020 SOCIAL SECURITY	72,832.00	5,929.99	34,599.07	47.51	38,232.93
01-5-2900-6021 PSPRS RETIREMENT	217,749.00	15,948.86	86,837.78	39.88	130,911.22
01-5-2900-6022 HEALTH INSURANCE	167,441.00	16,576.98	85,799.22	51.24	81,641.78
01-5-2900-6023 WORKERS COMP INSURANCE	44,681.00	11,200.00	23,206.19	51.94	21,474.81
01-5-2900-6024 STATE RETIREMENT	12,248.00	878.05	6,156.87	50.27	6,091.13
01-5-2900-6026 HSA EMPLOYER PORTION	27,465.00	2,669.67	13,842.81	50.40	13,622.19
01-5-2900-6030 TRAVEL & EDUCATION	6,500.00	0.00	840.29	12.93-	7,340.29
01-5-2900-6040 UNIFORM ALLOWANCE	14,400.00	1,132.12	2,316.77	16.09	12,083.23
01-5-2900-7001 EQUIPMENT REPAIRS & MAINT	12,000.00	295.27	6,140.28	51.17	5,859.72

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-2900-7002 GASOLINE & CAR WASHES	20,000.00	2,421.66	13,873.30	69.37	6,126.70
01-5-2900-7009 AMMUNITION & RANGE	2,000.00	1,999.97	1,999.97	100.00	0.03
01-5-2900-7015 BUSINESS MEETINGS & MEALS	3,500.00	42.92	513.33	14.67	2,986.67
01-5-2900-7020 OFFICE SUPPLIES	3,839.00	142.45	1,419.78	36.98	2,419.22
01-5-2900-7021 PUBLICATIONS & ADVERTISING	500.00	0.00	0.00	0.00	500.00
01-5-2900-7022 DUES & ASSOCIATIONS	1,000.00	385.00	1,053.00	105.30 (	53.00)
01-5-2900-7023 COMMUNITY PROGRAMS	2,000.00	171.25	681.06	34.05	1,318.94
01-5-2900-7025 POSTAGE	250.00	26.40	118.09	47.24	131.91
01-5-2900-7050 TELEPHONE	14,480.00	1,241.66	4,998.89	34.52	9,481.11
01-5-2900-7500 POLICE SUPPLIES	4,200.00	1,058.55	2,268.57	54.01	1,931.43
01-5-2900-7501 TOWING	200.00	0.00	262.15	131.08 (	62.15)
01-5-2900-7502 ANIMAL CONTROL	125.00	0.00	906.02	724.82 (	781.02)
01-5-2900-7504 SILENT WITNESS	100.00	0.00	0.00	0.00	100.00
01-5-2900-7505 ANIMAL SHELTER	9,500.00	0.00	3,958.35	41.67	5,541.65
01-5-2900-7550 BUILDING & EMPLOYEE SAFETY	500.00	0.00	0.00	0.00	500.00
01-5-2900-8000 EQUIPMENT PURCHASE	20,000.00	0.00	13,699.82	68.50	6,300.18
01-5-2900-8003 RECORDS SOFTWARE SUPPORT	11,822.00	0.00	0.00	0.00	11,822.00
01-5-2900-8005 CLOUD STORAGE/CAMERA SUPPORT	12,859.00	0.00	10,461.21	81.35	2,397.79
01-5-2900-9007 DISPATCHING CONTRACT	94,500.00	7,868.64	47,211.84	49.96	47,288.16
01-5-2900-9010 EMERGENCY MANAGEMENT	<u>1,800.00</u>	<u>0.00</u>	<u>1,762.00</u>	<u>97.89</u> (	<u>38.00</u>)
TOTAL POLICE	1,716,139.00	149,485.36	825,720.18	48.11	890,418.82

POLICE- SRO
VERDE RIVER RAPS

01-5-2905-6000 SALARIES-VERDE RIVER RAPS	46,483.00	1,433.63	15,021.45	32.32	31,461.55
01-5-2905-6020 SOCIAL SECURITY	3,602.00	109.67	1,149.15	31.90	2,452.85
01-5-2905-6023 WORKERS COMP INSURANCE	1,297.00	244.42	643.11	49.58	653.89
01-5-2905-6024 STATE RETIREMENT	558.00	0.00	224.19	40.18	333.81
01-5-2905-6030 UNIFORM ALLOWANCE	300.00	0.00	151.30	50.43	148.70
01-5-2905-7001 EQUIPMENT REPAIR & MAINTENANC	2,000.00	0.00	680.65	34.03	1,319.35
01-5-2905-7002 GASOLINE	2,600.00	167.67	1,982.79	76.26	617.21
01-5-2905-7050 TELEPHONE	600.00	40.83	203.99	34.00	396.01
01-5-2905-7060 RAP RESTROOMS	9,600.00	0.00	2,882.00	30.02	6,718.00
01-5-2905-7500 SUPPLIES	<u>1,200.00</u>	<u>0.00</u>	<u>1,210.08</u>	<u>100.84</u> (	<u>10.08</u>)
TOTAL VERDE RIVER RAPS	68,240.00	1,996.22	24,148.71	35.39	44,091.29

PUBLIC WORKS

01-5-3101-6000 SALARIES- PUBLIC WORKS	233,441.00	17,876.17	107,539.75	46.07	125,901.25
01-5-3101-6001 OVERTIME- PUBLIC WORKS	0.00	132.21	132.21	0.00 (	132.21)
01-5-3101-6020 SOCIAL SECURITY	17,954.00	1,343.24	8,001.92	44.57	9,952.08
01-5-3101-6022 HEALTH INSURANCE	51,588.00	3,780.26	22,907.91	44.41	28,680.09
01-5-3101-6023 WORKERS COMP INSURANCE	8,868.00	2,052.45	4,428.03	49.93	4,439.97
01-5-3101-6024 STATE RETIREMENT	28,842.00	2,202.16	12,043.72	41.76	16,798.28
01-5-3101-6026 HSA EMPLOYER PORTION	10,354.00	853.68	5,171.86	49.95	5,182.14
01-5-3101-6030 TRAVEL & EDUCATION	3,000.00	0.00	0.00	0.00	3,000.00
01-5-3101-6040 UNIFORMS	2,000.00	0.00	0.00	0.00	2,000.00
01-5-3101-7001 EQUIPMENT REPAIRS & MAINTANCE	10,000.00	582.99	6,286.23	62.86	3,713.77
01-5-3101-7002 GASOLINE	5,000.00	763.99	3,827.43	76.55	1,172.57
01-5-3101-7004 PARK EQUIPT REPAIRS & MAINT	8,000.00	405.94	3,201.80	40.02	4,798.20

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-3101-7006 LANDSCAPING	750.00	45.64	45.64	6.09	704.36
01-5-3101-7008 EQUIPMENT RENTAL	1,000.00	0.00	49.27	4.93	950.73
01-5-3101-7012 SOFTWARE MAINTENANCE	2,000.00	0.00	1,870.00	93.50	130.00
01-5-3101-7015 BUSINESS MEETINGS & MEALS	200.00	0.00	83.34	41.67	116.66
01-5-3101-7020 OFFICE SUPPLIES	425.00	25.06	146.08	34.37	278.92
01-5-3101-7021 PUBLICATIONS & ADVERTISING	100.00	0.00	0.00	0.00	100.00
01-5-3101-7022 DUES & ASSOCIATIONS	725.00	0.00	0.00	0.00	725.00
01-5-3101-7050 TELEPHONE	2,750.00	271.83	1,365.01	49.64	1,384.99
01-5-3101-7060 HEATING	7,000.00	665.75	1,378.97	19.70	5,621.03
01-5-3101-7061 WATER USE	37,000.00	3,731.99	18,543.14	50.12	18,456.86
01-5-3101-7062 ELECTRICAL	59,000.00	2,617.93	27,694.92	46.94	31,305.08
01-5-3101-7500 BUILDING SUPPLIES	3,750.00	1,420.46	2,755.12	73.47	994.88
01-5-3101-7501 PEST CONTROL	2,900.00	56.00	1,105.84	38.13	1,794.16
01-5-3101-7503 BUILDING MAINTENANCE	7,500.00	293.91	2,861.33	38.15	4,638.67
01-5-3101-7504 CLEANING SUPPLIES	750.00	495.90	807.36	107.65 (	57.36)
01-5-3101-7505 B&G TOOLS	2,100.00	74.34	1,053.79	50.18	1,046.21
01-5-3101-7550 EMPLOYEE SAFETY	750.00	84.20	529.54	70.61	220.46
01-5-3101-9010 PROFESSIONAL SERVICES	10,000.00	0.00	2,432.25	24.32	7,567.75
01-5-3101-9012 TRANSIT CONTRACT	<u>57,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>57,000.00</u>
TOTAL PUBLIC WORKS	574,747.00	39,776.10	236,262.46	41.11	338,484.54
<u>DONATIONS</u>					
<u>PARKS & REC DONATION EXP</u>					
<u>POLICE DONATION EXPENSE</u>					
<u>HERITAGE CONSERVANCY</u>					
TOTAL EXPENDITURES	7,565,268.00	451,639.23	2,303,520.86	30.45	5,261,747.14
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	149,652.48	982,130.00	(	982,130.00)

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

03 -HURF (STREETS)

FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
LOCAL REVENUE	690,780.00	10,501.29	257,786.69	37.32	432,993.31
STATE REVENUE	<u>480,930.00</u>	<u>36,945.34</u>	<u>185,858.52</u>	<u>38.65</u>	<u>295,071.48</u>
TOTAL REVENUES	1,171,710.00	47,446.63	443,645.21	37.86	728,064.79
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
HURF (STREETS)	176,930.00	0.00	602.58	0.34	176,327.42
HURF CIP	<u>994,780.00</u>	<u>5,700.00</u>	<u>22,700.00</u>	<u>2.28</u>	<u>972,080.00</u>
TOTAL EXPENDITURES	1,171,710.00	5,700.00	23,302.58	1.99	1,148,407.42
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	41,746.63	420,342.63	(	420,342.63)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2023

03 -HURF (STREETS)

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>LOCAL REVENUE</u>					
03-4-4000-4030 HB 2748 HURF ALLOCATION	664,780.00	0.00	199,434.00	30.00	465,346.00
03-4-4000-4700 INTEREST LGIP 92148	<u>26,000.00</u>	<u>10,501.29</u>	<u>58,352.69</u>	<u>224.43</u> (	<u>32,352.69)</u>
TOTAL LOCAL REVENUE	690,780.00	10,501.29	257,786.69	37.32	432,993.31
<u>STATE REVENUE</u>					
03-4-4200-4032 HIGHWAY USER (HURF)	<u>480,930.00</u>	<u>36,945.34</u>	<u>185,858.52</u>	<u>38.65</u>	<u>295,071.48</u>
TOTAL STATE REVENUE	480,930.00	36,945.34	185,858.52	38.65	295,071.48
<u>STREET DONATIONS</u>					

TOTAL REVENUE	1,171,710.00	47,446.63	443,645.21	37.86	728,064.79
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

03 -HURF (STREETS)

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>HURF (STREETS)</u>					
03-5-0100-6003 REIMBURSEMENT TO GF	48,093.00	0.00	0.00	0.00	48,093.00
03-5-0100-8006 STREET SIGNS & STRIPING	5,000.00	0.00	602.58	12.05	4,397.42
03-5-0100-9400 CONTINGENCY	<u>123,837.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>123,837.00</u>
TOTAL HURF (STREETS)	176,930.00	0.00	602.58	0.34	176,327.42
 <u>HURF CIP</u>					
03-5-0800-8000 CAPITAL IMPROVEMENT PLAN	<u>994,780.00</u>	<u>5,700.00</u>	<u>22,700.00</u>	<u>2.28</u>	<u>972,080.00</u>
TOTAL HURF CIP	994,780.00	5,700.00	22,700.00	2.28	972,080.00
 <u>CLARKDALE R&M</u>					
 <u>COTTONWOOD R&M</u>					
 <u>FIRE DISTRICT</u>					
 <u>OFU-FUND BALANCE APPROP.</u>					
TOTAL EXPENDITURES	1,171,710.00	5,700.00	23,302.58	1.99	1,148,407.42
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	41,746.63	420,342.63	(	420,342.63)

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

06 -STREET FUND UNRESTRICTED
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
LOCAL REVENUE	<u>840,360.00</u>	<u>21,373.73</u>	<u>38,304.25</u>	<u>4.56</u>	<u>802,055.75</u>
TOTAL REVENUES	840,360.00	21,373.73	38,304.25	4.56	802,055.75
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
STREETS UNRESTRICTED	387,110.00	33,189.31	166,980.08	43.14	220,129.92
CAPITAL IMPROVEMENT PLAN	<u>453,250.00</u>	<u>159,445.76</u>	<u>220,883.53</u>	<u>48.73</u>	<u>232,366.47</u>
TOTAL EXPENDITURES	840,360.00	192,635.07	387,863.61	46.15	452,496.39
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	(171,261.34)	(349,559.36)		349,559.36

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

06 -STREET FUND UNRESTRICTED

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>LOCAL REVENUE</u>					
06-4-4000-4500 MISC REVENUE	0.00	17,895.00	18,145.00	0.00 (	18,145.00)
06-4-4000-4600 UVSP AGREEMENT REVENUE	50,000.00	0.00	0.00	0.00	50,000.00
06-4-4000-4709 LGIP INTEREST 93924	11,000.00	3,478.73	20,159.25	183.27 (	9,159.25)
06-4-4000-4802 TRANS IN FR SANITATION FD	235,000.00	0.00	0.00	0.00	235,000.00
06-4-4000-4992 DES FD GEN STREET PROJECTS	360,713.00	0.00	0.00	0.00	360,713.00
06-4-4000-6050 FUND BALANCE APPROPRIATION	<u>183,647.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>183,647.00</u>
TOTAL LOCAL REVENUE	840,360.00	21,373.73	38,304.25	4.56	802,055.75
<u>STATE REVENUE</u>					
TOTAL REVENUE	840,360.00	21,373.73	38,304.25	4.56	802,055.75
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

06 -STREET FUND UNRESTRICTED

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>STREETS UNRESTRICTED</u>					
06-5-0100-6000 SALARIES O & M	159,609.00	13,315.60	75,115.13	47.06	84,493.87
06-5-0100-6001 OVERTIME- STREETS	0.00	2.17	2.17	0.00 (	2.17)
06-5-0100-6020 SOCIAL SECURITY	12,257.00	1,005.65	5,692.78	46.45	6,564.22
06-5-0100-6022 HEALTH INSURANCE	32,349.00	1,756.46	10,668.18	32.98	21,680.82
06-5-0100-6023 WORKERS COMPENSATION	8,360.00	2,004.56	4,313.63	51.60	4,046.37
06-5-0100-6024 STATE RETIREMENT	19,693.00	1,559.62	9,360.20	47.53	10,332.80
06-5-0100-6026 HSA EMPLOYER PORTION	4,112.00	336.83	2,045.25	49.74	2,066.75
06-5-0100-6030 TRAVEL & EDUCATION	3,000.00	0.00	853.86	28.46	2,146.14
06-5-0100-6040 UNIFORM ALLOWANCE	1,000.00	0.00	0.00	0.00	1,000.00
06-5-0100-7001 EQUIPMENT REPAIRS & MAINT	5,000.00	466.18	4,265.72	85.31	734.28
06-5-0100-7002 GASOLINE	3,500.00	378.37	2,997.57	85.64	502.43
06-5-0100-7004 SOFTWARE PROGRAMS/MAINT	3,750.00	0.00	1,870.00	49.87	1,880.00
06-5-0100-7015 BUSINESS MEETINGS & MEALS	100.00	0.00	83.34	83.34	16.66
06-5-0100-7020 OFFICE SUPPLIES	275.00	12.11	133.14	48.41	141.86
06-5-0100-7021 PUBLICATIONS & ADVERTISING	100.00	0.00	0.00	0.00	100.00
06-5-0100-7022 DUES & ASSOCIATIONS	150.00	0.00	0.00	0.00	150.00
06-5-0100-7050 TELEPHONE	1,500.00	163.16	816.15	54.41	683.85
06-5-0100-7062 ELECTRICAL	24,000.00	2,026.63	12,351.55	51.46	11,648.45
06-5-0100-7063 SIDEWALKS	36,000.00	0.00	11,348.94	31.52	24,651.06
06-5-0100-7500 STREET SUPPLIES	12,500.00	4,914.80	5,576.39	44.61	6,923.61
06-5-0100-7505 TOOLS	1,100.00	0.00	595.94	54.18	504.06
06-5-0100-7550 EMPLOYEE SAFETY EQUIPMENT	500.00	84.20	429.04	85.81	70.96
06-5-0100-9008 LIABILITY & PROPERTY INSURANCE	19,671.00	5,162.97	15,882.85	80.74	3,788.15
06-5-0100-9010 PROFESSIONAL SERVICES	10,000.00	0.00	2,578.25	25.78	7,421.75
06-5-0100-9400 CONTINGENCY	24,098.00	0.00	0.00	0.00	24,098.00
06-5-0100-9803 BENT RIVER MAINT/ DES FDS	<u>4,486.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,486.00</u>
TOTAL STREETS UNRESTRICTED	387,110.00	33,189.31	166,980.08	43.14	220,129.92
<u>CAPITAL IMPROVEMENT PLAN</u>					
06-5-0800-8000 CAPITAL IMPROVEMENT PLAN	<u>453,250.00</u>	<u>159,445.76</u>	<u>220,883.53</u>	<u>48.73</u>	<u>232,366.47</u>
TOTAL CAPITAL IMPROVEMENT PLAN	453,250.00	159,445.76	220,883.53	48.73	232,366.47
<u>OTHER FINANCING USES</u>					
<u>MISC</u>					
TOTAL EXPENDITURES	840,360.00	192,635.07	387,863.61	46.15	452,496.39
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	171,261.34) (	349,559.36)		349,559.36

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

11 -WASTEWATER FUND

FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
WASTEWATER P & E IMPROVMT	650,000.00	0.00	0.00	0.00	650,000.00
WASTERWATER REVENUE	<u>2,173,512.00</u>	<u>92,402.21</u>	<u>552,497.56</u>	<u>25.42</u>	<u>1,621,014.44</u>
TOTAL REVENUES	2,823,512.00	92,402.21	552,497.56	19.57	2,271,014.44
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
WASTE WATER O & M	1,703,064.00	65,993.59	310,717.70	18.24	1,392,346.30
WASTEWATER P & E IMPROVMT	215,448.00	0.00	190,962.88	88.64	24,485.12
CAPITAL IMPROVEMENT PLAN	<u>905,000.00</u>	<u>0.00</u>	<u>33,050.54</u>	<u>3.65</u>	<u>871,949.46</u>
TOTAL EXPENDITURES	2,823,512.00	65,993.59	534,731.12	18.94	2,288,780.88
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	26,408.62	17,766.44	(	17,766.44)

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

11 -WASTEWATER FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>WASTEWATER P & E IMPROVMT</u>					
11-4-0703-9803 CAPITAL TRANSFER IN	<u>650,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>650,000.00</u>
TOTAL WASTEWATER P & E IMPROVMT	650,000.00	0.00	0.00	0.00	650,000.00
 <u>WASTERWATER REVENUE</u>					
11-4-4000-4014 SEWER USE FEES	963,376.00	78,892.24	475,101.96	49.32	488,274.04
11-4-4000-4116 SEWER LINE REPLACEMENT REVENUE	36,338.00	2,967.50	17,816.15	49.03	18,521.85
11-4-4000-4120 SEWER CAPACITY FEES	288,198.00	0.00	0.00	0.00	288,198.00
11-4-4000-4125 SEWER CONNECTION FEES	41,000.00	0.00	2,000.00	4.88	39,000.00
11-4-4000-4201 EFFLUENT/ RECLAIMED WATER SALE	6,000.00	1,486.00	3,561.81	59.36	2,438.19
11-4-4000-4203 SBA TOWER LEASE REVENUE	0.00	392.06	2,317.31	0.00 (	2,317.31)
11-4-4000-4500 MISCELLANEOUS REVENUE	0.00	0.00	63.85	0.00 (	63.85)
11-4-4000-4507 CC SURCHARGE REVENUE	600.00	0.00	0.00	0.00	600.00
11-4-4000-4700 INTEREST INCOME-MISC. WW	7,000.00	0.00	0.00	0.00	7,000.00
11-4-4000-4705 LGIP WASTEWATER 93947	19,000.00	5,882.80	34,090.85	179.43 (	15,090.85)
11-4-4000-4709 LGIP WW BOND RESERVE 93925	0.00	2,174.78	12,602.83	0.00 (	12,602.83)
11-4-4000-4800 TRANSFERS IN	800,000.00	0.00	0.00	0.00	800,000.00
11-4-4000-4900 SEWER LATE FEES	<u>12,000.00</u>	<u>606.83</u>	<u>4,942.80</u>	<u>41.19</u>	<u>7,057.20</u>
TOTAL WASTERWATER REVENUE	2,173,512.00	92,402.21	552,497.56	25.42	1,621,014.44
TOTAL REVENUE	2,823,512.00	92,402.21	552,497.56	19.57	2,271,014.44
	=====	=====	=====	=====	=====

11 -WASTEWATER FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>WASTE WATER O & M</u>					
11-5-0700-6000 SALARIES-WASTEWATER O&M	181,832.00	14,147.20	79,764.72	43.87	102,067.28
11-5-0700-6001 OVERTIME	0.00	4.74	494.97	0.00 (	494.97)
11-5-0700-6003 REIMBURSEMENT FEE TO GF	68,441.00	0.00	0.00	0.00	68,441.00
11-5-0700-6020 SOCIAL SECURITY	13,959.00	1,075.74	6,091.36	43.64	7,867.64
11-5-0700-6022 HEALTH INSURANCE	31,018.00	1,687.73	11,164.83	35.99	19,853.17
11-5-0700-6023 WORKERS COMPENSATION	7,956.00	1,212.22	2,443.07	30.71	5,512.93
11-5-0700-6024 STATE RETIREMENT	22,424.00	1,695.19	9,060.39	40.40	13,363.61
11-5-0700-6026 HSA EMPLOYER PORTION	7,687.00	487.21	3,262.52	42.44	4,424.48
11-5-0700-6030 TRAVEL & EDUCATION	2,500.00	0.00	348.52	13.94	2,151.48
11-5-0700-6031 CERTIFICATIONS	2,700.00	0.00	436.82	16.18	2,263.18
11-5-0700-6040 UNIFORM ALLOWANCE	1,000.00	0.00	0.00	0.00	1,000.00
11-5-0700-7000 LIFT STATION O&M	7,000.00	27.00	2,927.00	41.81	4,073.00
11-5-0700-7001 EQUIPMENT REPAIRS & MAINT	4,000.00	135.08	2,541.12	63.53	1,458.88
11-5-0700-7002 GASOLINE	3,500.00	538.84	2,928.54	83.67	571.46
11-5-0700-7003 CHEMICALS	36,000.00	6,182.86	16,385.25	45.51	19,614.75
11-5-0700-7004 RECLAIM WATER	2,500.00	2,380.63	2,380.63	95.23	119.37
11-5-0700-7005 LINE REPAIRS/REPLACEMENT	10,000.00	0.00	1,003.98	10.04	8,996.02
11-5-0700-7010 PLANT IMPROVEMENTS	30,600.00	954.42	8,286.79	27.08	22,313.21
11-5-0700-7011 SEWER TAPS (CONNECTION)	500.00	0.00	0.00	0.00	500.00
11-5-0700-7013 SOFTWARE MAINTENANCE/RENEWAL	2,000.00	0.00	1,870.00	93.50	130.00
11-5-0700-7014 UNIFORM CLEANING SERVICES	1,000.00	0.00	0.00	0.00	1,000.00
11-5-0700-7015 BUSINESS MEETINGS & MEALS	100.00	0.00	83.34	83.34	16.66
11-5-0700-7020 OFFICE SUPPLIES	500.00	25.99	285.44	57.09	214.56
11-5-0700-7022 DUES & ASSOCIATIONS	1,500.00	0.00	0.00	0.00	1,500.00
11-5-0700-7025 POSTAGE	100.00	0.00	13.86	13.86	86.14
11-5-0700-7050 TELEPHONE	1,750.00	127.08	660.63	37.75	1,089.37
11-5-0700-7061 WATER	2,800.00	235.90	1,161.52	41.48	1,638.48
11-5-0700-7062 ELECTRICAL	75,000.00	7,064.31	43,412.68	57.88	31,587.32
11-5-0700-7505 TOOLS	4,000.00	169.27	1,841.46	46.04	2,158.54
11-5-0700-7550 EMPLOYEE SAFETY	750.00	84.20	327.07	43.61	422.93
11-5-0700-7600 BAD DEBTS	1,350.00	0.00	0.00	0.00	1,350.00
11-5-0700-7910 BANKING/CREDIT CARD EXPENSE	7,000.00	614.20	3,443.88	49.20	3,556.12
11-5-0700-7911 INCODE MAINTENANCE	1,400.00	0.00	1,428.36	102.03 (	28.36)
11-5-0700-7920 FISHER HOUSE MAINTENANCE	2,000.00	9.00	197.40	9.87	1,802.60
11-5-0700-7950 BILL PRINTING&PMT PORTAL (L&R)	5,000.00	434.46	2,167.78	43.36	2,832.22
11-5-0700-8000 EQUIPMENT PURCHASE	26,000.00	0.00	14.27	0.05	25,985.73
11-5-0700-8900 GAIN/LOSS ON ASSET DISPOSAL	0.00 (	602.00) (	602.00)	0.00	602.00
11-5-0700-9008 LIABILITY & PROPERTY INSURANCE	26,342.00	6,909.16	21,254.65	80.69	5,087.35
11-5-0700-9009 CONTRACTED OPERATORS	115,000.00	9,940.00	49,700.00	43.22	65,300.00
11-5-0700-9010 PROFESSIONAL SERVICES	38,500.00	1,724.37	6,801.60	17.67	31,698.40
11-5-0700-9012 REGULATORY FEES ADEQ	6,750.00	3,568.00	3,568.00	52.86	3,182.00
11-5-0700-9015 CHEMICAL TESTING	27,000.00	1,664.00	9,729.00	36.03	17,271.00
11-5-0700-9018 SLUDGE REMOVAL	20,000.00	3,496.79	13,838.25	69.19	6,161.75
11-5-0700-9025 WW CONTINGENCY	<u>903,605.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>903,605.00</u>
TOTAL WASTE WATER O & M	1,703,064.00	65,993.59	310,717.70	18.24	1,392,346.30

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

11 -WASTEWATER FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>WASTEWATER LINE REPLACEMT</u>	_____	_____	_____	_____	_____
<u>WASTEWATER CAP FEE DEV P</u>	_____	_____	_____	_____	_____
<u>WASTEWATER P & E IMPROVMT</u>					
11-5-0703-9050 WIFA LOAN PRINCIPAL	<u>215,448.00</u>	<u>0.00</u>	<u>190,962.88</u>	<u>88.64</u>	<u>24,485.12</u>
TOTAL WASTEWATER P & E IMPROVMT	215,448.00	0.00	190,962.88	88.64	24,485.12
<u>WASTEWATER LIFT STATION R</u>	_____	_____	_____	_____	_____
<u>CAPITAL IMPROVEMENT PLAN</u>					
11-5-0800-8000 CAPITAL IMPROVEMENT PLAN	<u>905,000.00</u>	<u>0.00</u>	<u>33,050.54</u>	<u>3.65</u>	<u>871,949.46</u>
TOTAL CAPITAL IMPROVEMENT PLAN	905,000.00	0.00	33,050.54	3.65	871,949.46
<u>OTHER FINANCING USES</u>	_____	_____	_____	_____	_____
TOTAL EXPENDITURES	2,823,512.00	65,993.59	534,731.12	18.94	2,288,780.88
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	26,408.62	17,766.44	(	17,766.44)

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

12 -SANITATION FUND
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
SANITATION REVENUE	<u>662,692.00</u>	<u>39,157.28</u>	<u>233,922.33</u>	<u>35.30</u>	<u>428,769.67</u>
TOTAL REVENUES	662,692.00 =====	39,157.28 =====	233,922.33 =====	35.30 =====	428,769.67 =====
 <u>EXPENDITURE SUMMARY</u>					
SANITATION O & M	<u>662,692.00</u>	<u>27,169.49</u>	<u>143,248.26</u>	<u>21.62</u>	<u>519,443.74</u>
TOTAL EXPENDITURES	662,692.00 =====	27,169.49 =====	143,248.26 =====	21.62 =====	519,443.74 =====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	11,987.79	90,674.07	(	90,674.07)

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

12 -SANITATION FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SANITATION REVENUE</u>					
12-4-4000-4013 TRASH USER FEES	456,642.00	38,647.65	230,437.79	50.46	226,204.21
12-4-4000-4507 CC SURCHARGE REVENUE	750.00	0.00	55.86	7.45	694.14
12-4-4000-4700 LGIP SANITATION SERVICE #94022	300.00	139.12	806.19	268.73 (	506.19)
12-4-4000-4900 TRASH LATE FEES	5,000.00	370.51	2,622.49	52.45	2,377.51
12-4-4000-6050 FUND BALANCE APPROPRIATION	<u>200,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>200,000.00</u>
TOTAL SANITATION REVENUE	662,692.00	39,157.28	233,922.33	35.30	428,769.67
TOTAL REVENUE	662,692.00	39,157.28	233,922.33	35.30	428,769.67
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

12 -SANITATION FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SANITATION INACTIVE</u>					
<u>SANITATION</u>					
<u>SANITATION O & M</u>					
12-5-0700-6000 SALARIES- SANITATION O&M	40,527.00	2,819.53	15,930.69	39.31	24,596.31
12-5-0700-6001 OVERTIME- SANITATION	0.00	3.63	3.63	0.00 (	3.63)
12-5-0700-6003 REIMBURSEMENT TO GF	33,528.00	0.00	0.00	0.00	33,528.00
12-5-0700-6020 SOCIAL SECURITY	3,101.00	215.77	1,218.22	39.28	1,882.78
12-5-0700-6022 HEALTH INSURANCE	6,797.00	362.28	2,177.60	32.04	4,619.40
12-5-0700-6023 WORKERS COMPENSATION	257.00	67.50	119.50	46.50	137.50
12-5-0700-6024 STATE RETIREMENT	4,981.00	324.92	1,935.01	38.85	3,045.99
12-5-0700-6026 HSA EMPLOYER PORTION	696.00	57.60	347.60	49.94	348.40
12-5-0700-7008 EQUIPMENT RENTAL	1,200.00	250.00	1,000.00	83.33	200.00
12-5-0700-7013 SOFTWARE MAINTENANCE/RENEWAL	1,950.00	0.00	1,870.00	95.90	80.00
12-5-0700-7020 OFFICE SUPPLIES	1,900.00	0.00	1,454.37	76.55	445.63
12-5-0700-7022 DUES AND ASSOCIATIONS	125.00	0.00	0.00	0.00	125.00
12-5-0700-7025 POSTAGE	25.00	0.00	3.46	13.84	21.54
12-5-0700-7050 TELEPHONE	200.00	19.15	99.23	49.62	100.77
12-5-0700-7600 BAD DEBT	1,900.00	0.00	0.00	0.00	1,900.00
12-5-0700-7910 BANKING/CREDIT CARD EXPENSE	10,000.00	859.87	4,821.45	48.21	5,178.55
12-5-0700-7911 INCODE MAINTENANCE	1,925.00	0.00	1,999.71	103.88 (	74.71)
12-5-0700-7950 BILL PRINTING&PMT PORTAL (L&R)	6,000.00	608.24	3,034.89	50.58	2,965.11
12-5-0700-9002 COMM HAZ WASTE CLEAN UP	5,500.00	0.00	0.00	0.00	5,500.00
12-5-0700-9004 NEIGHBORHOOD CLEAN-UP	4,000.00	0.00	124.90	3.12	3,875.10
12-5-0700-9005 CONTRACT SERVICES	251,000.00	21,581.00	107,108.00	42.67	143,892.00
12-5-0700-9015 TRANSFER TO STREET FUND (NR)	235,000.00	0.00	0.00	0.00	235,000.00
12-5-0700-9400 CONTINGENCY	<u>52,080.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>52,080.00</u>
TOTAL SANITATION O & M	662,692.00	27,169.49	143,248.26	21.62	519,443.74
<u>CAPITAL IMPROVEMENT PLAN</u>					
<u>OFU-FUND BALANCE APPROP.</u>					
TOTAL EXPENDITURES	662,692.00	27,169.49	143,248.26	21.62	519,443.74
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	11,987.79	90,674.07	(	90,674.07)

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

13 -WATER FUND

FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
WATER GENERAL REVENUE	7,156,126.00	136,692.00	1,044,272.02	14.59	6,111,853.98
WATER COUNTY REVENUE	500.00	93.01	466.47	93.29	33.53
WATER	<u>117,479.00</u>	<u>9,780.86</u>	<u>58,725.39</u>	<u>49.99</u>	<u>58,753.61</u>
TOTAL REVENUES	7,274,105.00	146,565.87	1,103,463.88	15.17	6,170,641.12
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
WATER O & M	1,727,922.45	76,209.32	387,300.82	22.41	1,340,621.63
WATER CAPITAL IMPROVEMEN	1,601,182.55	0.00	460,961.19	28.79	1,140,221.36
CAPITAL IMPROVEMENT PLAN	3,920,000.00	309,482.91	441,443.85	11.26	3,478,556.15
WATER CAPACITY	<u>25,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,000.00</u>
TOTAL EXPENDITURES	7,274,105.00	385,692.23	1,289,705.86	17.73	5,984,399.14
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	(239,126.36)	(186,241.98)		186,241.98

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

13 -WATER FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>WATER O & M</u>					
<u>WATER CAPITAL IMPROVEMEN</u>					
<u>WATER GENERAL REVENUE</u>					
13-4-4000-4009 SYSTEM REPLACEMENT SURCHARGE	52,614.00	4,391.87	26,330.82	50.05	26,283.18
13-4-4000-4010 WATER BASE/USAGE FEE	1,768,183.00	117,498.76	912,936.59	51.63	855,246.41
13-4-4000-4102 ESTABLISHMENT FEES	14,000.00	900.00	5,550.00	39.64	8,450.00
13-4-4000-4120 WATER CAPACITY FEES	192,729.00	0.00	15,094.00	7.83	177,635.00
13-4-4000-4201 CONNECTION FEE - TYPE A	39,850.00	0.00	2,225.00	5.58	37,625.00
13-4-4000-4507 CREDIT CARD SURCHARGE REVENUE	1,000.00	0.00	0.00	0.00	1,000.00
13-4-4000-4709 LGIP INT WATER UTILITY 93927	41,000.00	12,777.87	74,047.79	180.60 (	33,047.79)
13-4-4000-4900 WATER LATE FEES	18,500.00	1,018.50	7,397.92	39.99	11,102.08
13-4-4000-4901 NSF FEES	750.00	105.00	525.00	70.00	225.00
13-4-4000-4999 MISC. REVENUE	0.00	0.00	164.90	0.00 (	164.90)
13-4-4000-6050 FUND BALANCE APPROPRIATION	<u>5,027,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,027,500.00</u>
TOTAL WATER GENERAL REVENUE	7,156,126.00	136,692.00	1,044,272.02	14.59	6,111,853.98
<u>WATER COUNTY REVENUE</u>					
13-4-4100-4025 TPT ACCOUNTING CREDIT	<u>500.00</u>	<u>93.01</u>	<u>466.47</u>	<u>93.29</u>	<u>33.53</u>
TOTAL WATER COUNTY REVENUE	500.00	93.01	466.47	93.29	33.53
<u>ADUITORS GRANT REVENUE</u>					
<u>WATER</u>					
13-4-4003-4570 WATER RESOURCE DEVELOPMENT FEE	94,350.00	7,856.11	47,167.61	49.99	47,182.39
13-4-4003-4571 WATER CONSERVATION	5,900.50	491.01	2,948.73	49.97	2,951.77
13-4-4003-4572 ADJUDICATION & SETTLEMENTS	9,676.50	805.25	4,834.68	49.96	4,841.82
13-4-4003-4580 REGIONAL WATER PROJECTS	<u>7,552.00</u>	<u>628.49</u>	<u>3,774.37</u>	<u>49.98</u>	<u>3,777.63</u>
TOTAL WATER	117,479.00	9,780.86	58,725.39	49.99	58,753.61
TOTAL REVENUE	7,274,105.00	146,565.87	1,103,463.88	15.17	6,170,641.12
	=====	=====	=====	=====	=====

13 -WATER FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>WATER O & M</u>					
13-5-0700-6000 WATER O & M SALARIES	301,986.00	24,360.15	128,438.97	42.53	173,547.03
13-5-0700-6001 OVERTIME	0.00	6,904.47	18,476.52	0.00 (	18,476.52)
13-5-0700-6003 REIMBURSEMENT FEES TO GF	83,825.00	0.00	0.00	0.00	83,825.00
13-5-0700-6020 SOCIAL SECURITY	23,156.00	2,370.73	11,175.71	48.26	11,980.29
13-5-0700-6022 HEALTH INSURANCE	61,400.00	4,554.70	21,306.11	34.70	40,093.89
13-5-0700-6023 WORKERS COMPENSATION	12,867.00	2,029.24	3,789.04	29.45	9,077.96
13-5-0700-6024 STATE RETIREMENT	37,202.00	3,710.14	18,579.85	49.94	18,622.15
13-5-0700-6026 HSA EMPLOYER PORTION	12,737.00	1,156.01	5,608.44	44.03	7,128.56
13-5-0700-6030 TRAVEL & EDUCATION	2,500.00	0.00	343.52	13.74	2,156.48
13-5-0700-6031 CERTIFICATIONS	2,700.00	0.00	371.82	13.77	2,328.18
13-5-0700-6040 UNIFORMS/BOOTS	1,000.00	0.00	0.00	0.00	1,000.00
13-5-0700-7001 EQUIPMENT REPAIRS & MAINT.	4,000.00	135.09	2,161.93	54.05	1,838.07
13-5-0700-7002 GASOLINE	3,500.00	749.88	4,027.32	115.07 (	527.32)
13-5-0700-7005 LINE REPAIRS	21,000.00	0.00	8,682.87	41.35	12,317.13
13-5-0700-7006 WELLS O&M	18,000.00	3,444.66	4,680.84	26.00	13,319.16
13-5-0700-7007 STORAGE O&M	7,000.00	102.97	294.86	4.21	6,705.14
13-5-0700-7012 BOOSTER STATION O&M	1,000.00	0.00	129.00	12.90	871.00
13-5-0700-7013 SOFTWARE MAINTENANCE/RENEWAL	5,750.00	0.00	1,870.00	32.52	3,880.00
13-5-0700-7014 UNIFORM CLEANING SERVICES	1,000.00	0.00	0.00	0.00	1,000.00
13-5-0700-7015 BUSINESS MEETINGS & MEALS	300.00	18.17	151.27	50.42	148.73
13-5-0700-7020 OFFICE SUPPLIES & EXPENSE	400.00	19.74	455.94	113.99 (	55.94)
13-5-0700-7021 PUBLICATIONS & ADVERTISING	100.00	56.60	56.60	56.60	43.40
13-5-0700-7022 DUES & ASSOCIATIONS	1,025.00	0.00	75.00	7.32	950.00
13-5-0700-7025 POSTAGE	300.00	0.00	171.03	57.01	128.97
13-5-0700-7049 ANSWERING SERVICE	2,175.00	292.21	1,255.51	57.72	919.49
13-5-0700-7050 TELEPHONE	4,000.00	417.93	2,044.18	51.10	1,955.82
13-5-0700-7062 ELECTRICAL	64,000.00	5,338.98	39,482.03	61.69	24,517.97
13-5-0700-7065 HYDRANTS & VALVES	35,000.00	0.00	2,876.22	8.22	32,123.78
13-5-0700-7070 WATER CONSERVATION	5,100.00	0.00	4,600.00	90.20	500.00
13-5-0700-7080 REGIONAL WATER PROJECT EXP	43,000.00	0.00	1,968.45	4.58	41,031.55
13-5-0700-7101 CUSTOMER SUPPORT PROGRAM	1,000.00	0.00	0.00	0.00	1,000.00
13-5-0700-7200 CONNECTION FEES (TYPE A)	38,000.00	0.00	5,090.97	13.40	32,909.03
13-5-0700-7500 WATER TESTING	4,815.00	85.00	5,681.72	118.00 (	866.72)
13-5-0700-7502 TOOLS	5,500.00	328.24	2,571.05	46.75	2,928.95
13-5-0700-7505 CHEMICALS	85,000.00	9,176.96	35,602.33	41.89	49,397.67
13-5-0700-7550 EMPLOYEE SAFETY	750.00	84.20	307.43	40.99	442.57
13-5-0700-7600 BAD DEBTS	2,160.00	0.00	0.00	0.00	2,160.00
13-5-0700-7910 BANKING/CREDIT CARD EXPENSE	11,500.00	982.71	5,510.23	47.92	5,989.77
13-5-0700-7911 INCODE MAINTENANCE	2,500.00	0.00	2,285.38	91.42	214.62
13-5-0700-7920 FISHER HOUSE MAINTENANCE	2,000.00	9.00	332.44	16.62	1,667.56
13-5-0700-7950 BILL PRINTING&PMT PORTAL (L&R)	8,000.00	695.13	3,468.45	43.36	4,531.55
13-5-0700-8001 EQUIPMENT PURCHASE	14,000.00	0.00	0.00	0.00	14,000.00
13-5-0700-8002 METER REPAIRS/REPLACEMENT	50,000.00	0.00	3,950.92	7.90	46,049.08
13-5-0700-9005 INCODE BADGER METER MAINT	3,000.00	1,506.47	4,808.78	160.29 (	1,808.78)
13-5-0700-9008 LIABILITY & PROPERTY INSURANCE	17,292.80	4,538.83	13,962.80	80.74	3,330.00
13-5-0700-9010 PROFESSIONAL SERVICES	35,000.00	2,764.67	12,130.40	34.66	22,869.60
13-5-0700-9015 ARSENIC O & M	4,000.00	376.44	2,805.93	70.15	1,194.07

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

13 -WATER FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
13-5-0700-9020 ADEQ FEES	5,750.00	0.00	5,718.96	99.46	31.04
13-5-0700-9760 CONTINGENCY	<u>681,631.65</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>681,631.65</u>
TOTAL WATER O & M	1,727,922.45	76,209.32	387,300.82	22.41	1,340,621.63
<u>WATER CAPITAL IMPROVEMEN</u>					
13-5-0703-8570 WATER RESOURCE DEVELOPMENT PROJ	1,000,000.00	0.00	0.00	0.00	1,000,000.00
13-5-0703-9004 ADJUDICATION WATER RIGHTS	100,000.00	0.00	6,615.00	6.62	93,385.00
13-5-0703-9050 TWIN 5 WIFA LOAN DEBT SERVICE	46,850.72	0.00	41,991.80	89.63	4,858.92
13-5-0703-9060 UPPER TOWN WIFA DEBT SERVICE	<u>454,331.83</u>	<u>0.00</u>	<u>412,354.39</u>	<u>90.76</u>	<u>41,977.44</u>
TOTAL WATER CAPITAL IMPROVEMEN	1,601,182.55	0.00	460,961.19	28.79	1,140,221.36
<u>CAPITAL IMPROVEMENT PLAN</u>					
13-5-0800-8000 CAPITAL IMPROVEMENT PLAN	<u>3,920,000.00</u>	<u>309,482.91</u>	<u>441,443.85</u>	<u>11.26</u>	<u>3,478,556.15</u>
TOTAL CAPITAL IMPROVEMENT PLAN	3,920,000.00	309,482.91	441,443.85	11.26	3,478,556.15
<u>WATER CAPACITY</u>					
13-5-1300-7999 WATER CAPACITY FEE	<u>25,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,000.00</u>
TOTAL WATER CAPACITY	25,000.00	0.00	0.00	0.00	25,000.00
<u>OTHER FINANCING USES</u>					
TOTAL EXPENDITURES	7,274,105.00	385,692.23	1,289,705.86	17.73	5,984,399.14
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(239,126.36)	(186,241.98)		186,241.98

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

15 -ARPA FUNDS

FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
LOCAL REVENUE	<u>1,006,746.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,006,746.00</u>
TOTAL REVENUES	1,006,746.00	0.00	0.00	0.00	1,006,746.00
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
ARPA	<u>1,006,746.00</u>	<u>0.00</u>	<u>1,006,746.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	1,006,746.00	0.00	1,006,746.00	100.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	(1,006,746.00)		1,006,746.00

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

15 -ARPA FUNDS

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL</u>					
<u>LOCAL REVENUE</u>					
15-4-4000-6050 FUND BALANCE APPROPRIATION	<u>1,006,746.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,006,746.00</u>
TOTAL LOCAL REVENUE	1,006,746.00	0.00	0.00	0.00	1,006,746.00
TOTAL REVENUE	1,006,746.00	0.00	0.00	0.00	1,006,746.00
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

15 -ARPA FUNDS

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL</u>					
<u>ARPA</u>					
15-5-0045-9850 TRANSFERS OUT	<u>1,006,746.00</u>	<u>0.00</u>	<u>1,006,746.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL ARPA	1,006,746.00	0.00	1,006,746.00	100.00	0.00
<u>CONTINGENCY</u>					
<u>ADMINISTRATION</u>					
TOTAL EXPENDITURES	1,006,746.00	0.00	1,006,746.00	100.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	(1,006,746.00)		1,006,746.00

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

16 -GRANTS FUND
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
MISC GRANTS	10,000,000.00	4,953.60	6,390,482.80	63.90	3,609,517.20
YAVAPAI COUNTY FLOOD CON	50,000.00	0.00	0.00	0.00	50,000.00
RICO	30,000.00	0.00	631.09	2.10	29,368.91
VEST	5,000.00	0.00	0.00	0.00	5,000.00
AZ DOHS RADIO GRANT	10,000.00	0.00	0.00	0.00	10,000.00
FRIENDS OF THE VERDE RIVE	5,000.00	0.00	0.00	0.00	5,000.00
HERITAGE GRANT	50,000.00	0.00	0.00	0.00	50,000.00
RAIN-DESIGN	1,500,000.00	0.00	0.00	0.00	1,500,000.00
FED APPROPRIATION USDA	1,451,610.00	0.00	0.00	0.00	1,451,610.00
RAISE GRANT	807,500.00	0.00	0.00	0.00	807,500.00
SOLAR TABLES GRANT	18,788.00	0.00	0.00	0.00	18,788.00
OTHER SOURCES	<u>0.00</u>	<u>28,448.59</u>	<u>162,236.33</u>	<u>0.00</u>	<u>(162,236.33)</u>
TOTAL REVENUES	13,927,898.00	33,402.19	6,553,350.22	47.05	7,374,547.78
	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

MISC GRANTS	2,580,100.00	0.00	0.00	0.00	2,580,100.00
YAVAPAI COUNTY FLOOD CON	50,000.00	0.00	0.00	0.00	50,000.00
RICO	30,000.00	0.00	631.09	2.10	29,368.91
VEST	5,000.00	0.00	1,095.18	21.90	3,904.82
AZ DOHS RADIO GRANT	10,000.00	0.00	0.00	0.00	10,000.00
FRIENDS OF THE VERDE RIVE	5,000.00	0.00	0.00	0.00	5,000.00
HERITAGE GRANT	50,000.00	0.00	0.00	0.00	50,000.00
AZ COMM FOUNDATION	1,500,000.00	0.00	0.00	0.00	1,500,000.00
FED APPROPRIATION USDA	1,451,610.00	0.00	0.00	0.00	1,451,610.00
OPIOID FUNDS	0.00	0.00	(149.99)	0.00	149.99
SOLAR TABLES GRANT	18,788.00	0.00	0.00	0.00	18,788.00
CAPITAL IMPROVEMENTS	<u>8,227,400.00</u>	<u>4,332.50</u>	<u>7,782.50</u>	<u>0.09</u>	<u>8,219,617.50</u>
TOTAL EXPENDITURES	13,927,898.00	4,332.50	9,358.78	0.07	13,918,539.22
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	29,069.69	6,543,991.44		(6,543,991.44)

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

16 -GRANTS FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MISC GRANTS</u>					
16-4-0000-4500 MISC GRANT REV	<u>10,000,000.00</u>	<u>4,953.60</u>	<u>6,390,482.80</u>	<u>63.90</u>	<u>3,609,517.20</u>
TOTAL MISC GRANTS	10,000,000.00	4,953.60	6,390,482.80	63.90	3,609,517.20
<u>LIBRARY SGIA GRANT</u>					
<u>LIBRARY AHRAB GRANT</u>					
<u>RURAL TOURISM GRANT</u>					
<u>YAVAPAI COUNTY FLOOD CON</u>					
16-4-0004-4500 YAVAPAI COUNTY FLOOD CONTROL	<u>50,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,000.00</u>
TOTAL YAVAPAI COUNTY FLOOD CON	50,000.00	0.00	0.00	0.00	50,000.00
<u>SAFE ROUTES TO SCHOOL</u>					
<u>TEA GRANT</u>					
<u>RICO</u>					
16-4-0007-4500 RICO REVENUE	<u>30,000.00</u>	<u>0.00</u>	<u>631.09</u>	<u>2.10</u>	<u>29,368.91</u>
TOTAL RICO	30,000.00	0.00	631.09	2.10	29,368.91
<u>VEST</u>					
16-4-0008-4001 POLICE BULLET PROOF VEST	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>
TOTAL VEST	5,000.00	0.00	0.00	0.00	5,000.00
<u>FEMA</u>					
<u>PARA</u>					
<u>LIBRARY LSTA</u>					
<u>CSP</u>					
<u>BROADWAY BUS STOP</u>					
<u>EECDBG</u>					
<u>HELEN LYNN (CEMETERY)</u>					
<u>GOER-POLICE CAR</u>					
<u>GOHS-DUI TASK FORCE</u>					
<u>LSTA</u>					

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

16 -GRANTS FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ARRA</u>					
<u>LIBRARY MISC</u>					
<u>BROADWAY AND MAIN</u>					
<u>CLARKDALE PARKWAY</u>					
<u>AZ DOHS RADIO GRANT</u>					
16-4-0023-4500 AZDOHS PORTABLE RADIO GRANT	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL AZ DOHS RADIO GRANT	10,000.00	0.00	0.00	0.00	10,000.00
<u>VERDE RIVER @ CLARKDALE</u>					
<u>AMERICAN RIVERS</u>					
<u>V V OPEN AIR CINEMA</u>					
<u>FRIENDS OF THE VERDE RIVE</u>					
16-4-0027-4500 FRIENDS OF THE VERDE GRANT	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL FRIENDS OF THE VERDE RIVE	5,000.00	0.00	0.00	0.00	5,000.00
<u>STEP ENFORCEMENT/GOHS</u>					
<u>RURAL BUSI DEV GRANT</u>					
<u>SUSTAINABLE CLARKDALE GR</u>					
<u>HSIP STREET SIGN GRANT</u>					
<u>COURT SECURITY GRANT</u>					
<u>PICKLEBALL GRANT</u>					
<u>BROADWAY/BITTERCREEK EXT</u>					
<u>ART IN PUBLIC PLACES</u>					
<u>PD ANTENNA GRANT</u>					
<u>PEDESTRIAN & BIKE SAFETY</u>					
<u>MAIN/BROAD OVERLAY DESIGN</u>					
<u>MAIN/BROAD OVERLAY CONST</u>					
<u>AZ AG PD SAFETY EQUIP GRA</u>					

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

16 -GRANTS FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>HERITAGE GRANT</u>					
16-4-0043-4500 HERITAGE GRANT-SIGNAGE	<u>50,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,000.00</u>
TOTAL HERITAGE GRANT	50,000.00	0.00	0.00	0.00	50,000.00
<u>AZ COMM FOUNDATION</u>					
<u>AMERICAN RESCUE PLAN ACT</u>					
<u>RAIN-DESIGN</u>					
16-4-0046-4500 SELNA MOGNINI FEDERAL & STATE	<u>1,500,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500,000.00</u>
TOTAL RAIN-DESIGN	1,500,000.00	0.00	0.00	0.00	1,500,000.00
<u>STATE PARKS</u>					
<u>HURF EXCHANGE</u>					
<u>FED APPROPRIATION USDA</u>					
16-4-0050-4500 FEDERAL APPROPRIATION/USDA	<u>1,451,610.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,451,610.00</u>
TOTAL FED APPROPRIATION USDA	1,451,610.00	0.00	0.00	0.00	1,451,610.00
<u>RAISE GRANT</u>					
16-4-0051-4500 SMART FUND GRANT	<u>807,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>807,500.00</u>
TOTAL RAISE GRANT	807,500.00	0.00	0.00	0.00	807,500.00
<u>OPIOID FUNDS</u>					
<u>SOLAR TABLES GRANT</u>					
16-4-0055-4500 SOLAR TABLES GRANT	<u>18,788.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18,788.00</u>
TOTAL SOLAR TABLES GRANT	18,788.00	0.00	0.00	0.00	18,788.00
<u>E TICKET GRANT</u>					
<u>OTHER SOURCES</u>					
16-4-4000-4700 INTEREST INC-BITTER CRK BRIDGE	<u>0.00</u>	<u>28,448.59</u>	<u>162,236.33</u>	<u>0.00</u>	<u>(162,236.33)</u>
TOTAL OTHER SOURCES	0.00	28,448.59	162,236.33	0.00	(162,236.33)
TOTAL REVENUE	13,927,898.00	33,402.19	6,553,350.22	47.05	7,374,547.78
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TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

16 -GRANTS FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MISC GRANTS</u>					
16-5-0000-7999 MISC GRANT EXP	<u>2,580,100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,580,100.00</u>
TOTAL MISC GRANTS	2,580,100.00	0.00	0.00	0.00	2,580,100.00
<u>LIBRARY SGIA GRANT</u>					
<u>LIBRARY AHRAB GRANT</u>					
<u>RURAL TOURISM GRANT</u>					
<u>YAVAPAI COUNTY FLOOD CON</u>					
16-5-0004-7000 GRANT OR PROJECT EXPENSE	<u>50,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,000.00</u>
TOTAL YAVAPAI COUNTY FLOOD CON	50,000.00	0.00	0.00	0.00	50,000.00
<u>SAFE ROUTES TO SCHOOL</u>					
<u>TEA GRANT</u>					
<u>RICO</u>					
16-5-0007-7999 RICO- MISC EXPENSE	<u>30,000.00</u>	<u>0.00</u>	<u>631.09</u>	<u>2.10</u>	<u>29,368.91</u>
TOTAL RICO	30,000.00	0.00	631.09	2.10	29,368.91
<u>VEST</u>					
16-5-0008-7001 POLICE BULLET PROOF VEST	<u>5,000.00</u>	<u>0.00</u>	<u>1,095.18</u>	<u>21.90</u>	<u>3,904.82</u>
TOTAL VEST	5,000.00	0.00	1,095.18	21.90	3,904.82
<u>FEMA</u>					
<u>PARA</u>					
<u>LIBRARY LSTA</u>					
<u>CSP</u>					
<u>BROADWAY BUS STOP</u>					
<u>EECDBG</u>					
<u>HELEN LYNN (CEMETERY)</u>					
<u>GOER-POLICE CAR</u>					
<u>GOHS-DUI TASK FORCE</u>					
<u>LSTA</u>					

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

16 -GRANTS FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ARRA</u>					
<u>LIBRARY MISC</u>					
<u>BROADWAY AND MAIN</u>					
<u>CLARKDALE PARKWAY</u>					
<u>AZ DOHS RADIO GRANT</u>					
16-5-0023-7000 AZDOHS RADIO GRANT EXPENSES	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL AZ DOHS RADIO GRANT	10,000.00	0.00	0.00	0.00	10,000.00
<u>VERDE RIVER @ CLARKDALE</u>					
<u>AMERICAN RIVERS</u>					
<u>V V OPEN AIR CINEMA</u>					
<u>FRIENDS OF THE VERDE RIVE</u>					
16-5-0027-7000 FRIENDS OF THE VERDE GRANT EXP	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL FRIENDS OF THE VERDE RIVE	5,000.00	0.00	0.00	0.00	5,000.00
<u>STEP ENFORCEMENT/GOHS</u>					
<u>RURAL BUSI DEV GRANT</u>					
<u>SUSTAINABLE CLARKDALE GR</u>					
<u>HSIP STREET SIGN GRANT</u>					
<u>COURT SECURITY GRANT</u>					
<u>PICKLEBALL GRANT</u>					
<u>BROADWAY/BITTERCREEK EXT</u>					
<u>ART IN PUBLIC PLACES</u>					
<u>PD ANTENNA GRANT</u>					
<u>PEDESTRIAN & BIKE SAFETY</u>					
<u>MAIN/BROAD OVERLAY DESIGN</u>					
<u>MAIN/BROAD OVERLAY CONST</u>					
<u>AZ AG PD SAFETY EQUIP GRA</u>					

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

16 -GRANTS FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>HERITAGE GRANT</u>					
16-5-0043-7001 HERITAGE GRANT-SIGNAGE	<u>50,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,000.00</u>
TOTAL HERITAGE GRANT	50,000.00	0.00	0.00	0.00	50,000.00
<u>AZ COMM FOUNDATION</u>					
16-5-0044-7000 SELNA-MONGINI	<u>1,500,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500,000.00</u>
TOTAL AZ COMM FOUNDATION	1,500,000.00	0.00	0.00	0.00	1,500,000.00
<u>AMERICAN RESCUE PLAN ACT</u>					
<u>RAIN-DESIGN</u>					
<u>STATE PARKS</u>					
<u>HURF EXCHANGE</u>					
<u>FED APPROPRIATION USDA</u>					
16-5-0050-7000 FEDERAL APPROPRIATION GRANT	<u>1,451,610.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,451,610.00</u>
TOTAL FED APPROPRIATION USDA	1,451,610.00	0.00	0.00	0.00	1,451,610.00
<u>OPIOID FUNDS</u>					
16-5-0052-7000 OPIOID FUNDS	<u>0.00</u>	<u>0.00</u>	<u>(149.99)</u>	<u>0.00</u>	<u>149.99</u>
TOTAL OPIOID FUNDS	0.00	0.00	(149.99)	0.00	149.99
<u>SOLAR TABLES GRANT</u>					
16-5-0055-8000 SOLAR TABLES GRANT	<u>18,788.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18,788.00</u>
TOTAL SOLAR TABLES GRANT	18,788.00	0.00	0.00	0.00	18,788.00
<u>CAPITAL IMPROVEMENTS</u>					
16-5-0800-8000 CAPITAL IMPROVEMENT PLAN	<u>8,227,400.00</u>	<u>4,332.50</u>	<u>7,782.50</u>	<u>0.09</u>	<u>8,219,617.50</u>
TOTAL CAPITAL IMPROVEMENTS	8,227,400.00	4,332.50	7,782.50	0.09	8,219,617.50
<u>E TICKET GRANT</u>					
<u>TRANSFERS OUT</u>					
TOTAL EXPENDITURES	13,927,898.00	4,332.50	9,358.78	0.07	13,918,539.22
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	29,069.69	6,543,991.44		(6,543,991.44)

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

18 -COURT FUND POLICE SAFETY
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
COURT FD PD SAFETY	<u>8,276.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,276.00</u>
TOTAL REVENUES	8,276.00	0.00	0.00	0.00	8,276.00
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
COURT FD PD SAFETY	<u>8,276.00</u>	<u>0.00</u>	<u>7,670.10</u>	<u>92.68</u>	<u>605.90</u>
TOTAL EXPENDITURES	8,276.00	0.00	7,670.10	92.68	605.90
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	(7,670.10)		7,670.10

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

18 -COURT FUND POLICE SAFETY

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>COURT FD PD SAFETY</u>					
18-4-4000-6050 FUND BALANCE APPROPRIATION	<u>8,276.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,276.00</u>
TOTAL COURT FD PD SAFETY	8,276.00	0.00	0.00	0.00	8,276.00
TOTAL REVENUE	8,276.00	0.00	0.00	0.00	8,276.00
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

18 -COURT FUND POLICE SAFETY

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>COURT FD PD SAFETY</u>					
18-5-0000-9850 TRANSFERS OUT	<u>8,276.00</u>	<u>0.00</u>	<u>7,670.10</u>	<u>92.68</u>	<u>605.90</u>
TOTAL COURT FD PD SAFETY	8,276.00	0.00	7,670.10	92.68	605.90
TOTAL EXPENDITURES	8,276.00	0.00	7,670.10	92.68	605.90
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	(7,670.10)		7,670.10

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

19 -CEMETERY

FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
CEMETERY REVENUE	<u>259,599.00</u>	<u>4,504.71</u>	<u>21,794.66</u>	<u>8.40</u>	<u>237,804.34</u>
TOTAL REVENUES	259,599.00	4,504.71	21,794.66	8.40	237,804.34
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
CEMETERY O & M	46,597.00	5,602.46	24,071.04	51.66	22,525.96
CAPITAL IMPROVEMENT PLAN	193,500.00	0.00	0.00	0.00	193,500.00
CEMETERY CONTINGENCY	<u>19,502.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,502.00</u>
TOTAL EXPENDITURES	259,599.00	5,602.46	24,071.04	9.27	235,527.96
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	1,097.75) (	2,276.38)		2,276.38

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

19 -CEMETERY

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CEMETERY REVENUE</u>					
19-4-4000-4015 CEMETERY LOT SALES	15,000.00	1,500.00	8,500.00	56.67	6,500.00
19-4-4000-4016 INTERMENTS	12,000.00	1,750.00	6,450.00	53.75	5,550.00
19-4-4000-4026 GRAVE LINER SALES	3,000.00	225.00	877.50	29.25	2,122.50
19-4-4000-4100 TRANSFER FROM PERPETUAL CARE	25,324.00	0.00	0.00	0.00	25,324.00
19-4-4000-4500 INTEREST HELEN LYNN BEQUEST	3,000.00	943.21	4,620.71	154.02 (	1,620.71)
19-4-4000-4700 LGIP INTEREST 93946	275.00	86.50	1,346.45	489.62 (	1,071.45)
19-4-4000-4850 TRANSFERS IN	25,000.00	0.00	0.00	0.00	25,000.00
19-4-4000-6050 FUND BALANCE APPROPRIATION	<u>176,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>176,000.00</u>
TOTAL CEMETERY REVENUE	259,599.00	4,504.71	21,794.66	8.40	237,804.34
TOTAL REVENUE	259,599.00	4,504.71	21,794.66	8.40	237,804.34
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

19 -CEMETERY

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CEMETERY O & M</u>					
19-5-0700-6000 SALARIES - CEMETERY O&M	17,386.00	1,572.17	9,603.89	55.24	7,782.11
19-5-0700-6003 REIMBURSEMENT TO GF	4,110.00	0.00	0.00	0.00	4,110.00
19-5-0700-6020 SOCIAL SECURITY	1,336.00	113.32	706.50	52.88	629.50
19-5-0700-6022 HEALTH INSURANCE	5,681.00	522.57	3,131.96	55.13	2,549.04
19-5-0700-6023 WORKERS COMPENSATION	0.00	110.85	237.93	0.00 (	237.93)
19-5-0700-6024 STATE RETIREMENT	2,146.00	193.22	1,180.30	55.00	965.70
19-5-0700-6040 UNIFORM ALLOWANCE	75.00	0.00	0.00	0.00	75.00
19-5-0700-6100 CONTRACT CANCELLED-BUY BACK	1,500.00	0.00	1,050.00	70.00	450.00
19-5-0700-7001 EQUIPMENT REPAIRS & MAINT	1,500.00	0.00	67.11	4.47	1,432.89
19-5-0700-7002 GASOLINE	325.00	40.56	375.36	115.50 (	50.36)
19-5-0700-7008 EQUIPMENT RENTAL	1,320.00	110.00	660.00	50.00	660.00
19-5-0700-7013 SOFTWARE PURCH & MAINT	1,675.00	0.00	1,749.17	104.43 (	74.17)
19-5-0700-7062 ELECTRICAL SERVICES	850.00	45.21	356.82	41.98	493.18
19-5-0700-7500 CEMETERY SUPPLIES	750.00	0.00	388.64	51.82	361.36
19-5-0700-7502 TOOLS	750.00	0.00	37.73	5.03	712.27
19-5-0700-7506 GRAVE LINERS	4,100.00	2,109.00	2,109.00	51.44	1,991.00
19-5-0700-7550 EMPLOYEE SAFETY	100.00	0.00	0.00	0.00	100.00
19-5-0700-9008 LIABILITY & PROPERTY INSURANCE	<u>2,993.00</u>	<u>785.56</u>	<u>2,416.63</u>	<u>80.74</u>	<u>576.37</u>
TOTAL CEMETERY O & M	46,597.00	5,602.46	24,071.04	51.66	22,525.96
<u>CEMETERY DEPRECIATION</u>					
<u>CAPITAL IMPROVEMENT PLAN</u>					
19-5-0800-8000 CAPITAL IMPROVEMENT PLAN	<u>193,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>193,500.00</u>
TOTAL CAPITAL IMPROVEMENT PLAN	193,500.00	0.00	0.00	0.00	193,500.00
<u>CEMETERY CONTINGENCY</u>					
19-5-2000-9400 CONTINGENCY	<u>19,502.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,502.00</u>
TOTAL CEMETERY CONTINGENCY	19,502.00	0.00	0.00	0.00	19,502.00
TOTAL EXPENDITURES	259,599.00	5,602.46	24,071.04	9.27	235,527.96
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (	1,097.75) (	2,276.38)		2,276.38

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

20 -PERPETUAL CARE
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
PERPETUAL CARE REVENUE	<u>50,324.00</u>	<u>875.00</u>	<u>5,155.00</u>	<u>10.24</u>	<u>45,169.00</u>
TOTAL REVENUES	50,324.00	875.00	5,155.00	10.24	45,169.00
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
PERPETUAL CARE	<u>50,324.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,324.00</u>
TOTAL EXPENDITURES	50,324.00	0.00	0.00	0.00	50,324.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	875.00	5,155.00	(	5,155.00)

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

20 -PERPETUAL CARE

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERPETUAL CARE REVENUE</u>					
20-4-4000-4018 PERPETUAL CARE PAYMENTS	6,400.00	875.00	5,155.00	80.55	1,245.00
20-4-4000-6050 FUND BALANCE APPROPRIATION	<u>43,924.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>43,924.00</u>
TOTAL PERPETUAL CARE REVENUE	50,324.00	875.00	5,155.00	10.24	45,169.00
TOTAL REVENUE	50,324.00	875.00	5,155.00	10.24	45,169.00
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

20 -PERPETUAL CARE

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERPETUAL CARE</u>					
20-5-0700-9014 TRANSFER TO CEMETERY FUND	<u>50,324.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,324.00</u>
TOTAL PERPETUAL CARE	50,324.00	0.00	0.00	0.00	50,324.00
TOTAL EXPENDITURES	50,324.00	0.00	0.00	0.00	50,324.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	875.00	5,155.00	(	5,155.00)

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

24 -CAPITAL IMPROVEMENT
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
CAPITAL IMPROVEMENT REV	<u>3,795,267.00</u>	<u>0.00</u>	<u>1,006,746.00</u>	<u>26.53</u>	<u>2,788,521.00</u>
TOTAL REVENUES	3,795,267.00 =====	0.00 =====	1,006,746.00 =====	26.53 =====	2,788,521.00 =====
 <u>EXPENDITURE SUMMARY</u>					
CAPITAL IMPROVEMENTS	1,450,000.00	0.00	0.00	0.00	1,450,000.00
CAPITAL IMPROVEMENT PLAN	<u>2,345,267.00</u>	<u>874.87</u>	<u>274,910.14</u>	<u>11.72</u>	<u>2,070,356.86</u>
TOTAL EXPENDITURES	3,795,267.00 =====	874.87 =====	274,910.14 =====	7.24 =====	3,520,356.86 =====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (	874.87)	731,835.86	(	731,835.86)

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

24 -CAPITAL IMPROVEMENT

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CAPITAL IMPROVEMENT REV</u>					
24-4-4000-4801 CAPITAL TRANSFER FROM GF	1,386,915.00	0.00	0.00	0.00	1,386,915.00
24-4-4000-4802 CAPITAL TRANSFER IN FROM ARPA	1,006,746.00	0.00	1,006,746.00	100.00	0.00
24-4-4000-6050 FUND BALANCE APPROPRIATION	<u>1,401,606.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,401,606.00</u>
TOTAL CAPITAL IMPROVEMENT REV	3,795,267.00	0.00	1,006,746.00	26.53	2,788,521.00
TOTAL REVENUE	3,795,267.00	0.00	1,006,746.00	26.53	2,788,521.00
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

24 -CAPITAL IMPROVEMENT

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CAPITAL IMPROVEMENTS</u>					
24-5-2100-9801 CIP DESIGNATED FUNDS TRF	800,000.00	0.00	0.00	0.00	800,000.00
24-5-2100-9850 TRANSFERS OUT	<u>650,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>650,000.00</u>
TOTAL CAPITAL IMPROVEMENTS	1,450,000.00	0.00	0.00	0.00	1,450,000.00
<u>CAPITAL IMPROVEMENT PLAN</u>					
<u>CAPITAL IMPROVEMENT PLAN</u>					
24-5-0800-8000 CAPITAL IMPROVEMENT PLAN	<u>2,345,267.00</u>	<u>874.87</u>	<u>274,910.14</u>	<u>11.72</u>	<u>2,070,356.86</u>
TOTAL CAPITAL IMPROVEMENT PLAN	2,345,267.00	874.87	274,910.14	11.72	2,070,356.86
<u>OFU-FUND BALANCE APPROP.</u>					
TOTAL EXPENDITURES	3,795,267.00	874.87	274,910.14	7.24	3,520,356.86
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	874.87)	731,835.86	(	731,835.86)

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

25 -CDBG GRANT

FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
CDBG REV	<u>405,669.00</u>	<u>0.00</u>	<u>12,153.28</u>	<u>3.00</u>	<u>393,515.72</u>
TOTAL REVENUES	405,669.00	0.00	12,153.28	3.00	393,515.72
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
CDBG	54,653.00	0.00	0.00	0.00	54,653.00
CAPITAL	<u>351,016.00</u>	<u>298,058.09</u>	<u>298,058.09</u>	<u>84.91</u>	<u>52,957.91</u>
TOTAL EXPENDITURES	405,669.00	298,058.09	298,058.09	73.47	107,610.91
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	(298,058.09)	(285,904.81)		285,904.81

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

25 -CDBG GRANT

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CDBG REV</u>					
25-4-4000-4500 CDBG GRANT REVENUE	393,516.00	0.00	0.00	0.00	393,516.00
25-4-4000-4800 TRANSFERS IN	<u>12,153.00</u>	<u>0.00</u>	<u>12,153.28</u>	<u>100.00</u>	(<u>0.28</u>)
TOTAL CDBG REV	405,669.00	0.00	12,153.28	3.00	393,515.72
TOTAL REVENUE	405,669.00	0.00	12,153.28	3.00	393,515.72
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

25 -CDBG GRANT

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CDBG</u>					
25-5-0000-7999 CDBG MISCELLANEOUS	<u>54,653.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>54,653.00</u>
TOTAL CDBG	54,653.00	0.00	0.00	0.00	54,653.00
<u>CAPITAL</u>					
25-5-0800-8000 CAPITAL IMPROVEMENT PLAN	<u>351,016.00</u>	<u>298,058.09</u>	<u>298,058.09</u>	<u>84.91</u>	<u>52,957.91</u>
TOTAL CAPITAL	351,016.00	298,058.09	298,058.09	84.91	52,957.91
<u>CDBG ADMIN</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL EXPENDITURES	405,669.00	298,058.09	298,058.09	73.47	107,610.91
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	(298,058.09)	(285,904.81)		285,904.81

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

28 -COURT RESTRICTED
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
GENERAL	5,000.00	441.36	2,692.89	53.86	2,307.11
FTG REV	0.00	0.00	129.25	0.00 (	129.25)
JCEF REV	<u>500.00</u>	<u>77.00</u>	<u>234.03</u>	<u>46.81</u>	<u>265.97</u>
TOTAL REVENUES	5,500.00	518.36	3,056.17	55.57	2,443.83
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
GENERAL	<u>5,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,500.00</u>
TOTAL EXPENDITURES	5,500.00	0.00	0.00	0.00	5,500.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	518.36	3,056.17	(	3,056.17)

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

28 -COURT RESTRICTED

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL</u>					
28-4-0000-4500 COURT ENHANCEMENT REVENUE	<u>5,000.00</u>	<u>441.36</u>	<u>2,692.89</u>	<u>53.86</u>	<u>2,307.11</u>
TOTAL GENERAL	5,000.00	441.36	2,692.89	53.86	2,307.11
 <u>FTG REV</u>					
28-4-0002-4500 COURT FTG REVENUE	<u>0.00</u>	<u>0.00</u>	<u>129.25</u>	<u>0.00</u>	<u>(129.25)</u>
TOTAL FTG REV	0.00	0.00	129.25	0.00	(129.25)
 <u>JCEF REV</u>					
28-4-0003-4500 COURT JCEF REVENUE	<u>500.00</u>	<u>77.00</u>	<u>234.03</u>	<u>46.81</u>	<u>265.97</u>
TOTAL JCEF REV	500.00	77.00	234.03	46.81	265.97
 <u>FUND BALANCE</u>					
TOTAL REVENUE	5,500.00	518.36	3,056.17	55.57	2,443.83
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

28 -COURT RESTRICTED

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL</u>					
28-5-0000-7999 COURT ENHANCEMENT MISC	<u>5,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,500.00</u>
TOTAL GENERAL	5,500.00	0.00	0.00	0.00	5,500.00
<u>FARE FUND</u>					
<u>CAPITAL IMPROVEMENT PLAN</u>					
<u>OTHER FINANCING USES</u>					
<u>MISC EXP</u>					
TOTAL EXPENDITURES	5,500.00	0.00	0.00	0.00	5,500.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	518.36	3,056.17	(	3,056.17)

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

29 -POLICE GRANTS
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
GIITEM REVENUE	<u>95,843.00</u>	<u>4,298.72</u>	<u>23,453.17</u>	<u>24.47</u>	<u>72,389.83</u>
TOTAL REVENUES	95,843.00 =====	4,298.72 =====	23,453.17 =====	24.47 =====	72,389.83 =====
<u>EXPENDITURE SUMMARY</u>					
GIITEM FUND	<u>95,843.00</u>	<u>0.00</u>	<u>23,453.17</u>	<u>24.47</u>	<u>72,389.83</u>
TOTAL EXPENDITURES	95,843.00 =====	0.00 =====	23,453.17 =====	24.47 =====	72,389.83 =====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	4,298.72	0.00		0.00

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

29 -POLICE GRANTS

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GIITEM REVENUE</u>					
29-4-4000-4500 GIITEM TASK FORCE REVENUE	<u>95,843.00</u>	<u>4,298.72</u>	<u>23,453.17</u>	<u>24.47</u>	<u>72,389.83</u>
TOTAL GIITEM REVENUE	95,843.00	4,298.72	23,453.17	24.47	72,389.83
TOTAL REVENUE	95,843.00	4,298.72	23,453.17	24.47	72,389.83
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

29 -POLICE GRANTS

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GIITEM FUND					
29-5-0000-6000 GIITEM TASK FORCE WAGES	56,245.00	0.00	12,819.51	22.79	43,425.49
29-5-0000-6020 GIITEM SOCIAL SECURITY	4,303.00	0.00	980.73	22.79	3,322.27
29-5-0000-6021 GIITEM PSPRS EMP PORTION	15,540.00	0.00	3,393.65	21.84	12,146.35
29-5-0000-6022 GIITEM HEALTH INSURANCE	14,852.00	0.00	4,950.46	33.33	9,901.54
29-5-0000-6023 GIITEM WORKERS COMPENSATION	2,860.00	0.00	627.82	21.95	2,232.18
29-5-0000-6026 GIITEM HSA EMPLOYER PORTION	<u>2,043.00</u>	<u>0.00</u>	<u>681.00</u>	<u>33.33</u>	<u>1,362.00</u>
TOTAL GIITEM FUND	95,843.00	0.00	23,453.17	24.47	72,389.83
TOTAL EXPENDITURES	95,843.00	0.00	23,453.17	24.47	72,389.83
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	4,298.72	0.00		0.00

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

30 -POLICE SMART & SAFE AZ
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
FUND BALANCE APPROP.	<u>50,427.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,427.00</u>
TOTAL REVENUES	50,427.00	0.00	0.00	0.00	50,427.00
	=====	=====	=====	=====	=====
 <u>EXPENDITURE SUMMARY</u>					
TRANSFERS OUT	<u>50,427.00</u>	<u>0.00</u>	<u>50,650.11</u>	<u>100.44</u>	(<u>223.11</u>)
TOTAL EXPENDITURES	50,427.00	0.00	50,650.11	100.44	(223.11)
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	(50,650.11)		50,650.11

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

30 -POLICE SMART & SAFE AZ

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL					
FUND BALANCE APPROP.					
30-4-4000-6050 FUND BALANCE APPROPRIATION	<u>50,427.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,427.00</u>
TOTAL FUND BALANCE APPROP.	50,427.00	0.00	0.00	0.00	50,427.00
TOTAL REVENUE	50,427.00	0.00	0.00	0.00	50,427.00
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

30 -POLICE SMART & SAFE AZ

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL</u>					
<u>TRANSFERS OUT</u>					
30-5-2000-9850 TRANSFERS OUT	<u>50,427.00</u>	<u>0.00</u>	<u>50,650.11</u>	<u>100.44</u> (	<u>223.11)</u>
TOTAL TRANSFERS OUT	50,427.00	0.00	50,650.11	100.44 (	223.11)
TOTAL EXPENDITURES	50,427.00	0.00	50,650.11	100.44 (	223.11)
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00 (	50,650.11)		50,650.11

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

31 -OPIOID FUND
FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
MISC.	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>
TOTAL REVENUES	30,000.00	0.00	0.00	0.00	30,000.00
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
GENERAL	<u>30,000.00</u>	<u>0.00</u>	<u>7,165.57</u>	<u>23.89</u>	<u>22,834.43</u>
TOTAL EXPENDITURES	30,000.00	0.00	7,165.57	23.89	22,834.43
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	(7,165.57)		7,165.57

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

31 -OPIOID FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
MISC.					
31-4-4000-4500 OPIOID FUND REVENUE	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>
TOTAL MISC.	30,000.00	0.00	0.00	0.00	30,000.00
TOTAL REVENUE	30,000.00	0.00	0.00	0.00	30,000.00
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

31 -OPIOID FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL</u>					
31-5-0000-7999 OPIOID FUND EXPENDITURES	<u>30,000.00</u>	<u>0.00</u>	<u>7,165.57</u>	<u>23.89</u>	<u>22,834.43</u>
TOTAL GENERAL	30,000.00	0.00	7,165.57	23.89	22,834.43
TOTAL EXPENDITURES	30,000.00	0.00	7,165.57	23.89	22,834.43
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00 (	7,165.57)		7,165.57

*** END OF REPORT ***

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

80 -DONATION FUND

FINANCIAL SUMMARY

50.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
YAVAPAI APACHE TRIBE	20,000.00	0.00	0.00	0.00	20,000.00
TOWN WIDE	472,000.00	0.00	599.00	0.13	471,401.00
COMM DEV	300.00	0.00	100.00	33.33	200.00
PARK & RECREATION	22,000.00	2,054.48	12,345.23	56.11	9,654.77
POLICE	8,500.00	290.00	5,165.20	60.77	3,334.80
FUND BALANCE APPROPRIATIO	<u>27,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>27,500.00</u>
TOTAL REVENUES	550,300.00	2,344.48	18,209.43	3.31	532,090.57
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
CAPITAL IMPROVEMENT PLAN	412,000.00	0.00	0.00	0.00	412,000.00
YAVAPAI APACHE TRIBE	30,000.00	0.00	0.00	0.00	30,000.00
TOWN WIDE	50,000.00	0.00	144,545.81	289.09 (	94,545.81)
COMM DEV	300.00	0.00	40.00	13.33	260.00
PARK & RECREATION	49,500.00	1,266.35	21,106.25	42.64	28,393.75
POLICE	<u>8,500.00</u>	<u>5.00</u>	<u>6,101.08</u>	<u>71.78</u>	<u>2,398.92</u>
TOTAL EXPENDITURES	550,300.00	1,271.35	171,793.14	31.22	378,506.86
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,073.13 (	153,583.71)		153,583.71

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

80 -DONATION FUND

50.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>STREETS</u>					
<u>YAVAPAI APACHE TRIBE</u>					
80-4-2100-4001 GENERAL - YAN	20,000.00	0.00	0.00	0.00	20,000.00
TOTAL YAVAPAI APACHE TRIBE	20,000.00	0.00	0.00	0.00	20,000.00
<u>TOWN WIDE</u>					
80-4-2300-4004 TOWN WIDE GENERAL DONATION	50,000.00	0.00	599.00	1.20	49,401.00
80-4-2300-4005 VERDE RIVER @ CLARKDALE DON	10,000.00	0.00	0.00	0.00	10,000.00
80-4-2300-4006 GENERAL - DEVELOPER	412,000.00	0.00	0.00	0.00	412,000.00
TOTAL TOWN WIDE	472,000.00	0.00	599.00	0.13	471,401.00
<u>LIBRARY</u>					
<u>COMM DEV</u>					
80-4-2500-4001 CENTENNIAL PLAZA DONATIONS	300.00	0.00	100.00	33.33	200.00
TOTAL COMM DEV	300.00	0.00	100.00	33.33	200.00
<u>PARK & RECREATION</u>					
80-4-2600-4001 GENERAL - PARKS & RECREATION	5,000.00	2,054.48	2,064.48	41.29	2,935.52
80-4-2600-4002 CONCERTS	10,000.00	0.00	7,400.75	74.01	2,599.25
80-4-2600-4003 HALLOWEEN	4,500.00	0.00	2,880.00	64.00	1,620.00
80-4-2600-4010 FOURTH OF JULY	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL PARK & RECREATION	22,000.00	2,054.48	12,345.23	56.11	9,654.77
<u>POLICE</u>					
80-4-2900-4001 GENERAL - POLICE	5,000.00	290.00	3,310.20	66.20	1,689.80
80-4-2900-4006 POLICE NATIONAL NIGHT OUT	3,500.00	0.00	1,855.00	53.00	1,645.00
TOTAL POLICE	8,500.00	290.00	5,165.20	60.77	3,334.80
<u>FUND BALANCE APPROPRIATIO</u>					
80-4-4000-6050 FUND BALANCE APPROPRIATION	27,500.00	0.00	0.00	0.00	27,500.00
TOTAL FUND BALANCE APPROPRIATIO	27,500.00	0.00	0.00	0.00	27,500.00
<u>HERITAGE CONSERV</u>					
TOTAL REVENUE	550,300.00	2,344.48	18,209.43	3.31	532,090.57
	=====	=====	=====	=====	=====

TOWN OF CLARKDALE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

80 -DONATION FUND

50.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CAPITAL IMPROVEMENT PLAN</u>					
80-5-0800-8000 CAPITAL IMPROVEMENT PLAN	<u>412,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>412,000.00</u>
TOTAL CAPITAL IMPROVEMENT PLAN	412,000.00	0.00	0.00	0.00	412,000.00
<u>STREETS</u>					
<u>YAVAPAI APACHE TRIBE</u>					
80-5-2100-8801 GENERAL - YAN	20,000.00	0.00	0.00	0.00	20,000.00
80-5-2100-9256 VERDE RIVER @ CLARKDALE	<u>10,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>
TOTAL YAVAPAI APACHE TRIBE	30,000.00	0.00	0.00	0.00	30,000.00
<u>TOWN WIDE</u>					
80-5-2300-7000 GENERAL - DEVELOPER EXP	0.00	0.00	143,637.87	0.00 (	143,637.87)
80-5-2300-8002 FLAG PURCHASE EXPENSE	0.00	0.00	308.94	0.00 (	308.94)
80-5-2300-8004 TOWN WIDE GEN DON EXPENSES	<u>50,000.00</u>	<u>0.00</u>	<u>599.00</u>	<u>1.20</u>	<u>49,401.00</u>
TOTAL TOWN WIDE	50,000.00	0.00	144,545.81	289.09 (	94,545.81)
<u>LIBRARY</u>					
<u>COMM DEV</u>					
80-5-2500-8001 CENTENNIAL PLAZA DON BRICK EXP	<u>300.00</u>	<u>0.00</u>	<u>40.00</u>	<u>13.33</u>	<u>260.00</u>
TOTAL COMM DEV	300.00	0.00	40.00	13.33	260.00
<u>PARK & RECREATION</u>					
80-5-2600-8001 GENERAL - PARKS & RECREATION	5,000.00	1,266.35	1,516.35	30.33	3,483.65
80-5-2600-8002 CONCERTS	10,000.00	0.00	14,053.95	140.54 (	4,053.95)
80-5-2600-8003 HALLOWEEN	4,500.00	0.00	2,906.50	64.59	1,593.50
80-5-2600-8005 POOL FUNDRAISING EXPENSES	27,500.00	0.00	0.00	0.00	27,500.00
80-5-2600-8010 FOURTH OF JULY	<u>2,500.00</u>	<u>0.00</u>	<u>2,629.45</u>	<u>105.18</u> (	<u>129.45)</u>
TOTAL PARK & RECREATION	49,500.00	1,266.35	21,106.25	42.64	28,393.75
<u>POLICE</u>					
80-5-2900-8001 GENERAL - POLICE	5,000.00	0.00	3,413.43	68.27	1,586.57
80-5-2900-8006 POLICE NATIONAL NIGHT OUT	<u>3,500.00</u>	<u>5.00</u>	<u>2,687.65</u>	<u>76.79</u>	<u>812.35</u>
TOTAL POLICE	8,500.00	5.00	6,101.08	71.78	2,398.92
<u>HERITAGE CONSERV</u>					
TOTAL EXPENDITURES	550,300.00	1,271.35	171,793.14	31.22	378,506.86
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,073.13 (	153,583.71)		153,583.71

*** END OF REPORT ***



Clarkdale Police Department

Randy S. Taylor, D.M., Chief of Police

MEMORANDUM

DATE: January 4, 2024
TO: Town Council
FROM: Randy Taylor, Police Chief
RE: Special Event Liquor License Recommendation

The following Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control was reviewed and approved:

1. **APPLICANT:** The Clarkdale Foundation
- EVENT:** Clarkdale Car Show
- LOCATION:** 900-1100 Main Street, Clarkdale
- DATE AND TIME OF EVENT:** Saturday, March 11, 2024, 9 a.m.-2 p.m.
- DATE OF RECOMMENDATION:** January 4, 2024



Staff Report

Item Number: 6.A.

<u>Agenda Item:</u>	Approval of Minutes of the Common Council Consider and act upon the draft minutes from the regular meeting held on Jan. 9, 2024.
<u>Staff Contact:</u>	Charity Brooks, Town Clerk
<u>Meeting Date:</u>	January 23, 2024
<u>Strategic Goal:</u>	Not applicable.
<u>Background:</u>	Review of the draft minutes from the regular meeting held on Jan. 9, 2024.
<u>Budget Impact:</u>	No budget impact.
<u>Recommendation:</u>	Staff recommends approval of the draft minutes from the regular meeting held on Jan. 9, 2024.



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

TUESDAY, JANUARY 9, 2024, AT 6:00 PM

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

AMENDED

(Item 6.B - Report Updated)

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

Clerks Note: Councilmember Babbitt-Pierce left the meeting at 6:31 p.m.

Other Municipal Officials Present: Susan Guthrie, Town Manager; Charity Brooks, Town Clerk; Lou Andersen, Public Works Director; Ruth Mayday, Assistant Town Manager; Angela Benavides, Human Resources Director; Julie Goucher, Finance Director; Chell Smart, Public Information Officer; Randy Taylor, Police Chief

Zoom: Five members of the public were present.

Audience: Approximately 21 members of the public were present.

1. CALL TO ORDER - *Mayor Prud'homme-Bauer called the meeting to order at 6:00 p.m.*

2. ROLL CALL - *All members present.*

Mayor Prud'homme-Bauer read the Clarkdale Vision and held a moment of silence in remembrance of Vincent Randall and Mike Westcott Sr.

3. PUBLIC COMMENT

Carla Hill – Cottonwood resident. Wanted to thank the Mayor and Council for hearing the concerns regarding the airport noise at the last meeting.

Amy Stein – Clarkdale resident. Would like the traffic patterns between Clarkdale-Jerome Elementary School and 14th and 15th Streets investigated.

Andrew – Clarkdale resident. Nuisance complaint regarding a neighboring rooster.

Mary Lou Rose – Clarkdale resident. Concerned about the health of residents due to aviation fuel and air pollution from Cottonwood Airport.

4. REPORTS

A. Current Events – (submitted electronically)

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

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

B. Organizational Reports – (submitted electronically)

Reports regarding regional organizations submitted electronically:

- CAT – Cottonwood Area Transit – *No meeting.*
- VVTPO – Verde Valley Transportation Planning Organization – *No meeting.*
- NACOG - Northern Arizona Council of Governments – *Two-day session in Phoenix next week.*
- NAMWUA - Northern Arizona Municipal Water Users Association – *No meeting.*
- TPAC – Transportation Policy Advisory Council – *Meeting tomorrow.*
- VFLC – Verde Front Leadership Council – *No meeting.*
- Greater AZ Mayor's Organizational Report – *No meeting.*
- Sustaining Flows Committee – *Met yesterday regarding adjudication.*
- Yavapai Communities for Young Children – *No meeting.*

5. CONSENT AGENDA

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

A. Approval of Minutes

Consider and act upon the draft minutes from the regular meeting held on Dec. 12, 2023.

B. Resolution #1705 - Making Appointments to the Planning Commission

Consider and act upon Resolution #1705, making appointments to the Planning Commission and setting terms of office.

C. Resolution #1706 - Making Appointments to the Parks and Recreation Commission

Consider and act upon Resolution #1706, making appointments to the Parks and Recreation Commission and setting terms of office.

Action: Approve consent agenda items A, B, and C as written:

Motion: Vice Mayor Hunseder

Second: Councilmember Babbitt-Pierce

Vote: Approved 5-0

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

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

Councilmember Babbitt-Pierce left the meeting at 6:31 p.m.

6. NEW BUSINESS

A. Acceptance and Approval of Annual Audited Financial Statements

Discuss, consider and act upon the annual audited financial statements and annual expenditure limitations report as presented by Colby and Powell, PLC.

Action: Approve the annual audited financial statements and annual expenditure limitations report as presented by Colby and Powell, PLC:

Motion: Vice Mayor Hunseder

Second: Councilmember O'Neill

Vote: Approved 4-0

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

B. Disposal of Surplus Property

Discuss, consider and act upon the disposal of surplus property.

Action: Approve the disposal of surplus property per Town Code section 3-3-11 and authorize the Town Manager to dispose of future surplus inventory with a value of less than \$75,000:

Motion: Vice Mayor Hunseder

Second: Councilmember Jones

Vote: Approved 4-0

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

Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Absent
Council Member Laura Jones	Aye

C. Resolution #1707 - Abandonment of Town of Clarkdale Right-of-Way

Discuss, consider and act upon the abandonment of right-of-way parcel 800-19-001K and granting and conveying the property interest to Verde Industrial Park, LLC.

Action: Approve Resolution #1707, authorizing the abandonment of the Town of Clarkdale right-of-way and convey the right-of-way to Verde Industrial Park, LLC, without receiving payment and authorize the Town Attorney, Town Manager and Town Clerk to execute all documents:

Motion: Vice Mayor Hunseder

Second: Councilmember O'Neill

Vote: Approved 4-0

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

7. FUTURE AGENDA ITEMS

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

8. ADJOURNMENT

Action: Motion to adjourn:

Motion: Vice Mayor Hunseder

Second: Councilmember O'Neill

Vote: Approved 4-0

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

Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Absent
Council Member Laura Jones	Aye

Mayor Prud'homme-Bauer adjourned the meeting without objection at 6:57 p.m.

APPROVED:

ATTESTED/SUBMITTED:

Robyn Prud'homme-Bauer, Mayor

Charity Brooks, Town Clerk

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Clarkdale, Arizona held on the 9th day of January 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Date approved by Town Council: Jan. 23, 2024

Charity Brooks, Town Clerk



Staff Report

Item Number: 6.B.

<u>Agenda Item:</u>	Proclamation - Declaring January as Anti-Human Trafficking Month Consider and act upon the Proclamation declaring January as Anti-Human Trafficking Month.
<u>Staff Contact:</u>	Charity Brooks, Town Clerk
<u>Meeting Date:</u>	January 23, 2024
<u>Strategic Goal:</u>	Not applicable.
<u>Background:</u>	Human trafficking is a global plague that impacts millions of people each year, including tens of thousands of Americans, and the United States ranks as one of the worst countries globally for human trafficking. Arizona ranks in the top 15 states with the highest rates of human trafficking per capita and human trafficking impacts people across all demographics and ages, including teenagers and children. The battle against human trafficking includes supporting efforts in schools, churches, non-profits, law enforcement, and businesses to prevent human trafficking by intervening, disrupting, and dismantling human trafficking syndicates, and providing resources to and support for victims of human trafficking. The Town of Clarkdale joins schools, churches, non-profit organizations, law enforcement, federal and state coalitions and the Not in Our City.org movement in our commitment to increase public awareness of the human trafficking epidemic that impacts our community, state, nation, and world.
<u>Budget Impact:</u>	No budget impact.
<u>Recommendation:</u>	Staff recommends that Council approve the Proclamation declaring January as Anti-Human Trafficking Month.



PROCLAMATION

Declaring January as Anti-Human Trafficking Month

WHEREAS, human trafficking is a global plague that impacts millions of people each year, including tens of thousands of Americans; and

WHEREAS, the United States ranks as one of the worst countries globally for human trafficking; and

WHEREAS, Arizona ranks in the top 15 states with the highest rates of human trafficking per capita; and

WHEREAS, human trafficking impacts people across all demographics and ages, including teenagers and children; and

WHEREAS, the battle against human trafficking includes supporting efforts in schools, churches, non-profits, law enforcement, and businesses to prevent human trafficking; intervene, disrupt, and dismantle human trafficking syndicates; and provide resources to and support for victims of human trafficking.

WHEREAS, the Town of Clarkdale joins schools, churches, non-profit organizations, law enforcement, federal and state coalitions and the Not in Our City.org movement in our commitment to increase public awareness of the human trafficking epidemic that impacts our community, state, nation, and world.

NOW THEREFORE, We, the Mayor and Council of the Town of Clarkdale, do hereby proclaim the month of January as:

ANTI-HUMAN TRAFFICKING MONTH

in the Town of Clarkdale, Arizona and urge our residents, churches, schools to work together to eliminate trafficking from our community and support the efforts of front-line organizations and law enforcement in their battle against human trafficking and to take a stand and say NOT IN OUR CITY!

ATTEST:

Robyn Prud'homme-Bauer – Mayor

Charity Brooks, Town Clerk



Staff Report

Item Number: 7.A.

Agenda Item: **PUBLIC HEARING - Updating the Town Fee Schedule - Water and Wastewater Rates**
Town Council will hold a public hearing to receive public input regarding an increase in water and wastewater rates.

Staff Contact: Virginia Smith, Public Works Administration Manager

Meeting Date: January 23, 2024

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: The Town of Clarkdale hired Dan Jackson of Economists.com to complete a Water and Wastewater Rate Study and Long-Term Financial Plan for the Town's utility services. A presentation regarding the study was made to the Town Council on Nov. 2, 2023. Town Council directed staff to prepare a Notice of Intent to set water and wastewater rates based on the recommendations presented in the study.

Pursuant to A.R.S. §9-511.01, a Notice of Intent to set water and wastewater rates was approved by the Town Council at its meeting on Nov. 14, 2023. The Notice of Intent was posted on the Town's website on Nov. 17, 2023. Additionally, the Notice of Intent was published in the Verde Valley Independent newspaper on Sunday, Nov. 26, 2023. A water and wastewater system public open house was held on Jan. 11, 2024 at the Clark Memorial Clubhouse.

The attached fee Resolution is the final step towards the adoption of these fees and surcharges. The fee changes will be effective Feb. 22, 2024 and adjusted annually for the following five years without further action by the Council.

Budget Impact: The impact on the budget will vary by Fund (11-Wastewater / 13-Water) and fee type. Fiscal year 2024 did not include the proposed fee changes.

Recommendation: No recommendation. Public hearing only.

Town of Clarkdale

2023 Water and Wastewater Rate Study

Public Hearing

January 2024



The background of the slide is a photograph of industrial machinery, likely a water treatment or pumping system. It features large pipes, valves, and a prominent electric motor. The entire image is covered with a semi-transparent blue filter. The text 'BACKGROUND ON RATES' is centered in white, bold, uppercase letters.

BACKGROUND ON RATES

21st Century Water & Wastewater Rate Facts



- Average utility has been increasing rates **5-6% per year**, a trend that is expected to continue and may accelerate
- American Water Works Association (AWWA) forecasts that water and wastewater rates across the U.S. will **triple** in the next 15 years
- 30-40% of utilities charge rates that **do not cover their costs**
- Rate adjustments are primarily due to reasons beyond a utility's direct control – inflation, necessary Capital Improvement Plans, wholesale costs, and other indirect expenses

Town of Clarkdale -- Water and Wastewater Rate Background



- Town has not adjusted rates since 2018
- Inflation is driving up utility operating and capital costs
- Utility plans to fund **\$18.4 million** in water and wastewater capital improvements over next five years
- Combination of above factors result in need to implement a long-term rate plan



Current Water and Wastewater Rate Structure



WATER Rates (All Classes) All Classes

Monthly Charge

5/8" & 3/4"	\$	28.30
1"		46.96
2"		150.52
3"		301.04
4"		475.64
6"		951.29
8"		1,502.79

Volume Rate (per 1,000 Gallons)

1,001	5,000	4.96
5,001	10,000	5.15
10,001	15,000	7.21
15,001	20,000	7.46
20,001	25,000	10.65
25,001	30,000	10.85
30,001	Above	11.00

Wastewater Rates

Residential

Monthly Charge	\$	54.00
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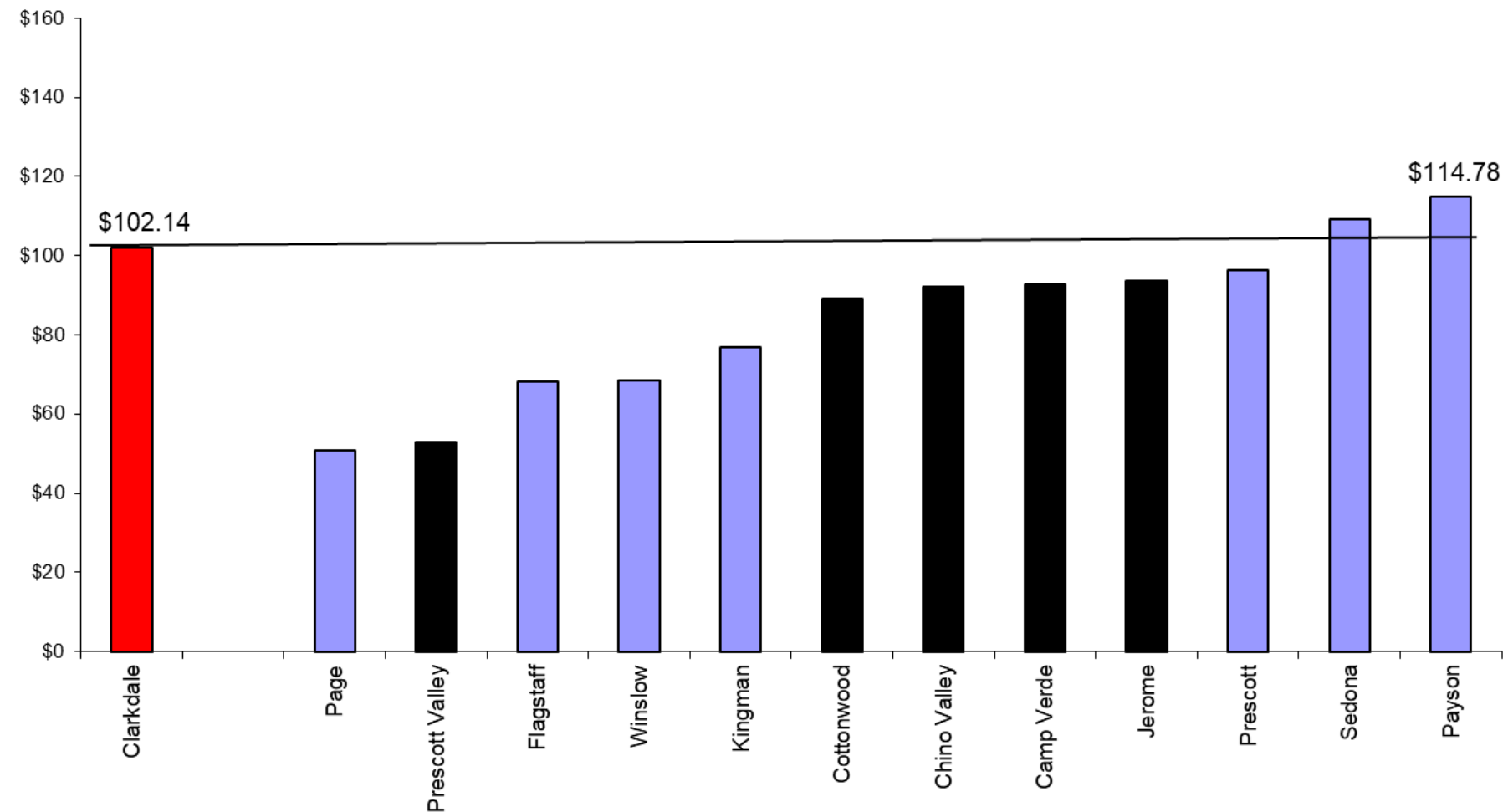
Non-Residential

Minimum Charge	\$	54.00
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Volume Rate (per 1,000 Gallons)

5,001	Above	2.25
-------	-------	------

Current Monthly Residential Charges | 5,000 Gal Water & Wastewater



*Source: WIFA Rate Dashboard

NOTE: cities in black are currently preparing rate studies

The background of the slide is a photograph of industrial machinery, likely a pump or compressor system, with various pipes, valves, and a large electric motor. The entire image is covered with a semi-transparent blue overlay. The text "CUSTOMERS & VOLUMES" is centered in white, bold, uppercase letters.

CUSTOMERS & VOLUMES

Water and Wastewater Accounts | Test Year 2023-2024

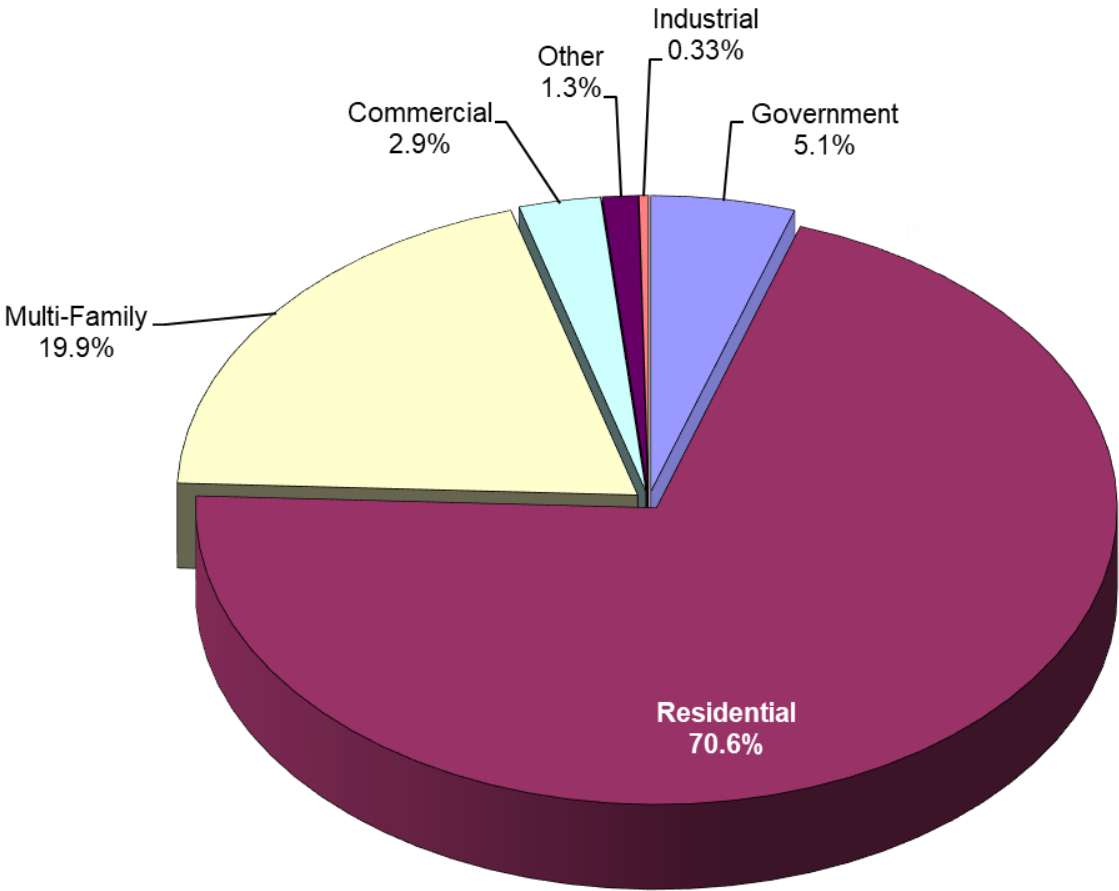


Account growth over period 2024-2033 forecast to be on average 60 new accounts per year.

WATER Accounts	
Residential	1,917
Multi-Family	330
Commercial	33
Government	24
Other	12
Industrial	6
Total	2,322

WASTEWATER Accounts	
Residential	1,504
Non-Residential	41
Total	1,545

Test Year 2023-2024 | Water Consumption by Rate Class

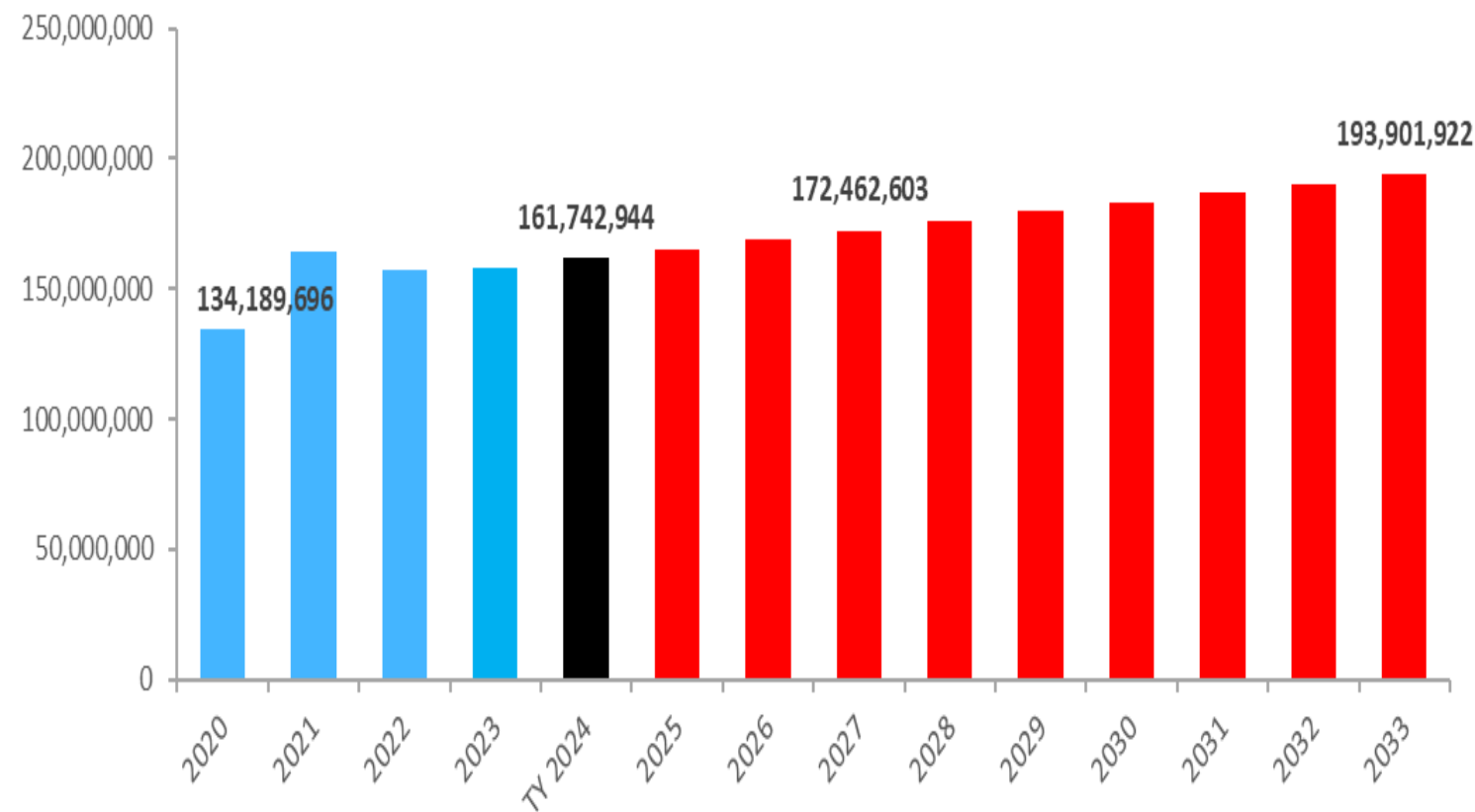


Residential users
comprise the majority
(70.6%) of consumption
within the Town.

Test year water sales =
161,742,944 gallons.

Residential Monthly Usage/Acct = 4,963 gallons

Historical and Forecast Water Consumption (gallons)



**Billed consumption
average annual growth
rate of 2.1%.**

**Water usage varies
considerably with
weather patterns, the
model is based on the
overall trend. Annual
results may vary
significantly.**

A blue-tinted photograph of a water treatment plant. The image shows large industrial pipes, valves, and machinery. In the foreground, there are large horizontal pipes. In the background, there are vertical pipes and a large window on the right side. The overall scene is industrial and technical.

WATER & WASTEWATER CURRENT AND FORECAST COST OF SERVICE

Cost of Service Forecast

Principal Assumptions



- Most expenses increase 3.0% -- 5.0% per year
- Some expenses increase at higher rate
- 3 additional FTEs are added in the next 5 years:
2 Wastewater and 1 Water; \$81,000 each
- Biggest factor impacting rate plan: **debt required to fund Capital Improvement Plan**
- CIP impacts rate plan in three ways:
 - How much must be funded?
 - When is it funded?
 - How is it financed?



Forecast Water and Wastewater CIP: FY 2024 – FY 2028



WATER PROJECTS		
<u>Project Description</u>		
Treatment - Arsenic Plant Expansion	\$	5,500,000
Production - Well 3 Reactivation		1,005,000
89A Reservoir Rehab		225,000
Arsenic Treatment Plant Backwash Tank &		285,000
ATP Vessel Maintenance, Diagnostics, & Re		250,000
Distribution - Mid Zone PRV		375,000
Infrastructure - Water Line Research		50,000
Distribution - Panorama Booster Station Reh		330,000
Distribution - Water Storage Expansion		2,200,000
Haskell Springs Tank Coating		200,000
Haskell Well Pump Emergent Repairs		50,000
Rate Study and IIP (Infrastructure Plan)		150,000
Cellular Meter Program		562,500
Total Water	\$	11,182,500

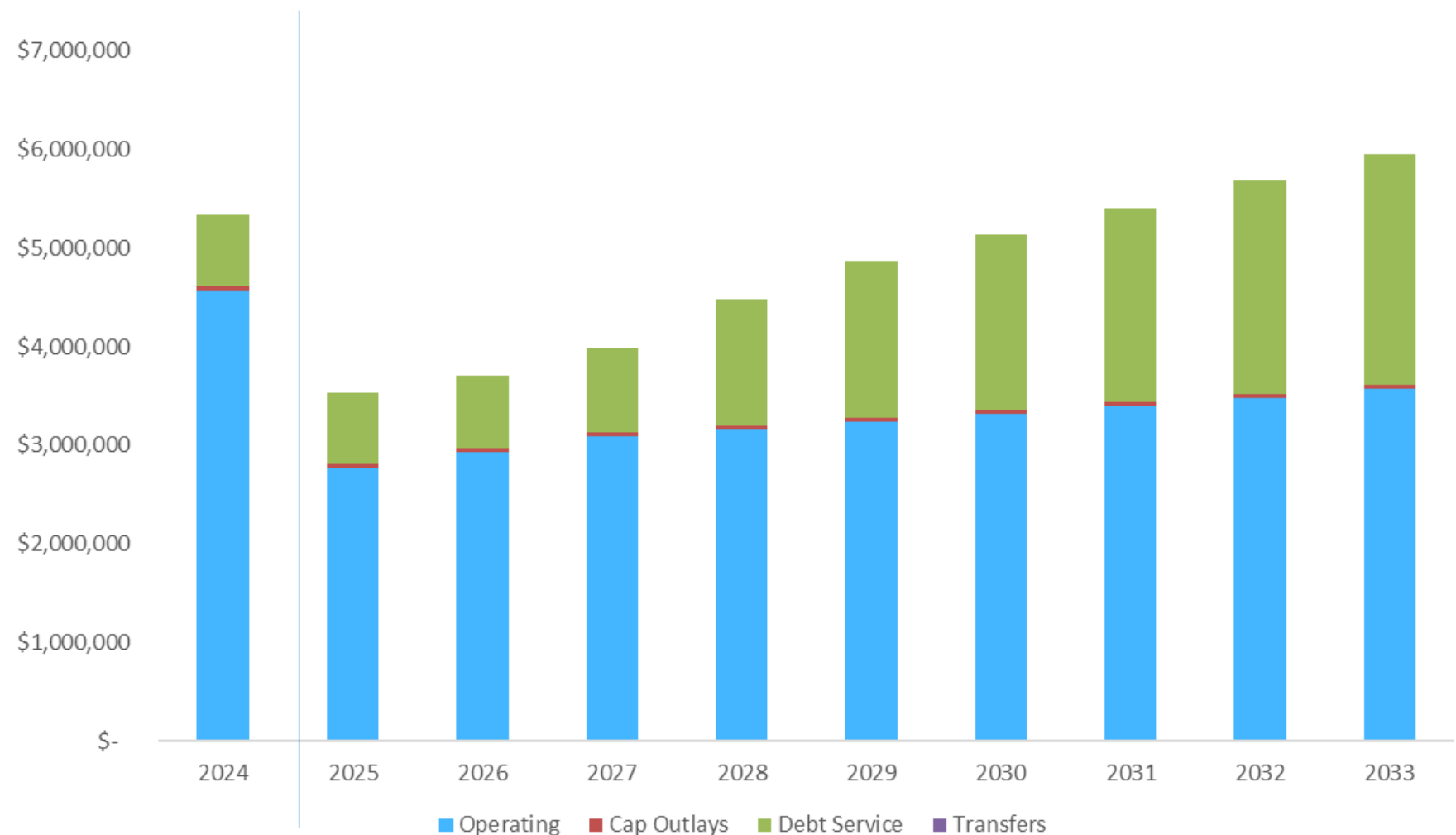
WASTEWATER PROJECTS		
<u>Project Description</u>		
Treatment - WWTP Expansion	\$	6,050,000
Sludge Drying Beds		110,000
VRIC Property Rehab		150,000
First South Sewer		200,000
Third North Sewer Realignment		610,000
SCADA Upgrades		50,000
Reclaim Feasibility		45,000
Total Wastewater	\$	7,215,000
Total Water and Wastewater Projects	\$	18,397,500

Forecast CIP Funding FY: 2024 – FY 2028



<u>Total Water and Wastewater CIP</u>	=	<u>\$18,397,500</u>	
Water Capacity Fees	=	\$963,645	
Water Resource Development Fee	=	471,750	
Fund Balance Appropriation	=	1,602,921	(FY 2024 Budget)
Water Grant	=	562,500	
Water Long Term Debt	=	8,000,000	
 Sewer Capacity Fees	=	1,440,990	
Capital Transfer In	=	650,000	(FY 2024 Budget)
Sewer Long Term Debt	=	5,500,000	

Forecast Revenue Requirement | Water and Wastewater



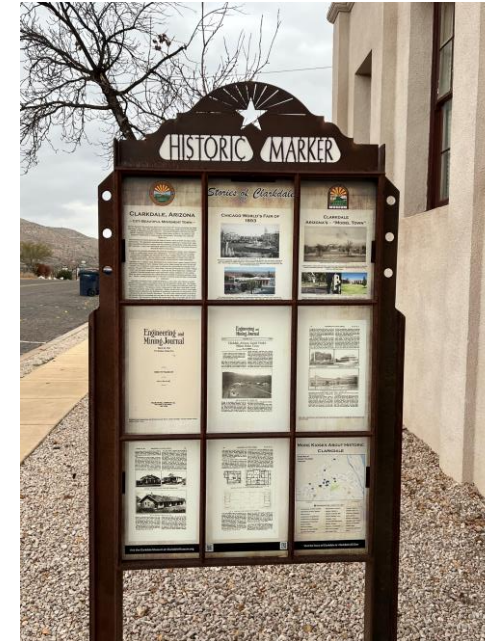
A blue-tinted photograph of a water treatment plant. The image shows large industrial pipes, valves, and machinery. In the foreground, there's a large horizontal pipe with a flange. In the background, there are vertical pipes and what looks like a large storage tank or filter. The overall scene is industrial and technical.

WATER & WASTEWATER PROPOSED RATE PLANS

Notes on Proposed Rate Plan



- 5-year rate plan with first adjustment in January 2024
- Assumes no change in rate structure
- Uniform percentage adjustments for base and volume charges
- Funds **\$18,397,500** in Capital Improvements FY 2024 - FY 2028



Recommended Water Rate Plan



The rate plan fully funds all aspects of the water utility based on the existing market conditions and assumptions.

Rate Plan will also enable the Town to fully fund its water related capital improvements.

		Current	Effective Feb-24	Effective Jan-25	Effective Jan-26	Effective Jan-27	Effective Jan-28
Water Rates							
Monthly Minimum Charge							
	5/8" & 3/4"	\$ 28.30	\$ 30.85	\$ 33.62	\$ 35.98	\$ 38.50	\$ 41.19
	1"	46.96	51.19	55.79	59.70	63.88	68.35
	1 1/2"	93.93	102.38	111.60	119.41	127.77	136.71
	2"	150.52	164.07	178.83	191.35	204.75	219.08
	3"	301.04	328.13	357.67	382.70	409.49	438.16
	4"	475.64	518.45	565.11	604.67	646.99	692.28
	6"	951.29	1,036.91	1,130.23	1,209.34	1,294.00	1,384.58
	8"	1,502.79	1,638.04	1,785.46	1,910.45	2,044.18	2,187.27
Volume Rate Per 1,000 Gal							
1,001	5,000	4.96	5.41	5.89	6.31	6.75	7.22
5,001	10,000	5.15	5.61	6.12	6.55	7.01	7.50
10,001	15,000	7.21	7.86	8.57	9.17	9.81	10.49
15,001	20,000	7.46	8.13	8.86	9.48	10.15	10.86
20,001	25,000	10.65	11.61	12.65	13.54	14.49	15.50
25,001	30,000	10.85	11.83	12.89	13.79	14.76	15.79
30,001	Above	11.00	11.99	13.07	13.98	14.96	16.01

Recommended Wastewater Rate Plan



The rate plan fully funds all aspects of the wastewater utility based on the existing market conditions and assumptions.

Rate Plan will also enable the Town to fully fund its wastewater related capital improvements.

		Current	Effective Feb-24	Effective Jan-25	Effective Jan-26	Effective Jan-27	Effective Jan-28
Wastewater Rates							
Residential							
Monthly Charge		\$ 54.00	\$ 56.70	\$ 58.97	\$ 61.33	\$ 65.62	\$ 70.21
Non-Residential							
Monthly Minimum Charge		54.00	56.70	58.97	61.33	65.62	70.21
Volume Rate/1,000 Gal							
5,001	Above	2.25	2.36	2.46	2.56	2.73	2.93

Impact on Monthly Bills



		Current	Effective Feb-24	Effective Jan-25	Effective Jan-26	Effective Jan-27	Effective Jan-28
Water/WW Charge -- Scenario I (All CIP)							
Residential - 5/8"							
5,000 Gal	Total	\$ 102.14	\$ 109.17	\$ 116.16	\$ 122.53	\$ 131.10	\$ 140.28
	Increase -- \$		7.03	6.99	6.36	8.58	9.18
	Increase -- %		6.9%	6.4%	5.5%	7.0%	7.0%
10,000 Gal	Total	127.89	137.24	146.76	155.26	166.13	177.76
	Increase -- \$		9.35	9.52	8.50	10.87	11.63
	Increase -- %		7.3%	6.9%	5.8%	7.0%	7.0%
Commercial - 5/8"							
25000 Gal	Total	\$ 299.49	\$ 322.48	\$ 346.31	\$ 367.31	\$ 393.02	\$ 420.53
	Increase -- \$		22.99	23.83	21.00	25.71	27.51
	Increase -- %		7.7%	7.4%	6.1%	7.0%	7.0%
50000 Gal	Total	629.99	680.48	733.57	779.84	834.42	892.83
	Increase -- \$		50.49	53.09	46.26	54.59	58.41
	Increase -- %		8.0%	7.8%	6.3%	7.0%	7.0%

The background of the slide is a photograph of industrial machinery, likely a pump or compressor system, with various pipes, valves, and a large electric motor. The entire image is covered with a semi-transparent blue overlay. The word "SUMMARY" is centered in white, bold, uppercase letters.

SUMMARY

How Does Rate Plan Benefit Ratepayers & Town?

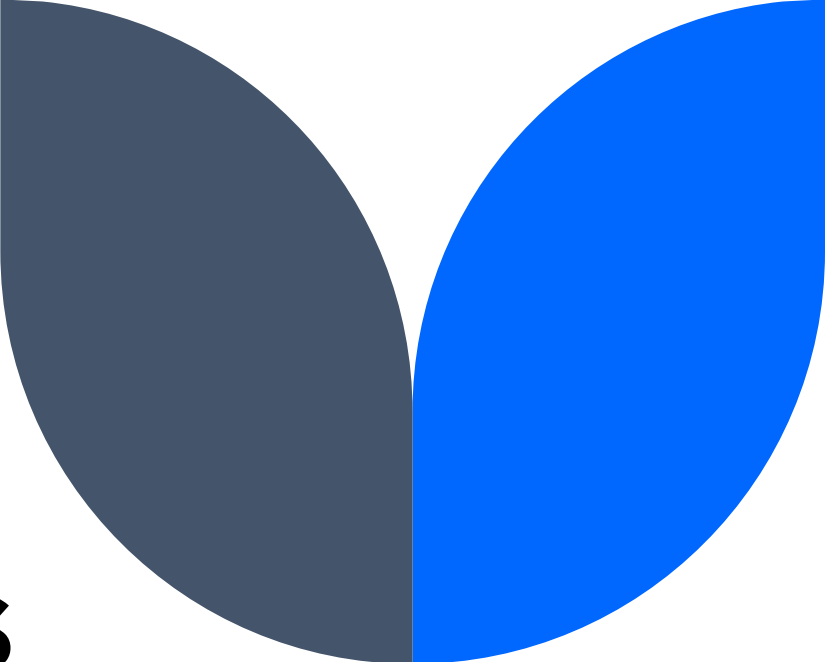


- Proposed rate plans enable the utility to fully fund all water and wastewater maintenance, operating and construction costs
- Will provide for the Utility Fund to operate self-sufficient with no need for General Fund subsidies
- Will enable Town to invest in CIP to maintain and improve the system
- Enables the Town to continually provide safe drinking water and effectively treat wastewater



The background of the slide is a photograph of industrial machinery, possibly a pump or compressor system, with various pipes, valves, and a large electric motor. The entire image is covered with a semi-transparent blue overlay. The text "QUESTIONS & DISCUSSION" is centered in white, bold, sans-serif font.

QUESTIONS & DISCUSSION



Additional Fee Changes

Virginia Smith

Public Works Administration Manager

Single Meter, Multi-Family User @ Up To 5,000 Gallons per Unit

Current

\$9.84 per 1,000 gallons

Proposed

Remove this rate line.

Justification

Complex manual tracking and billing adjustments required for five-week cycles (over a month).

Would require separate software rate schedules (and tracking) of various unit size properties.

Rate was intended for water conservation, but the property it has been applied to has 40gl/hr leak since at least June 2021.



Raw Water Conservation Rates

Current

Volume Rates Per Thousand Gallons
(Created 7/10/2012 – Effective 8/10/2012)

0-1,000 Gallons per Month (included in base rate)	\$0.00
1,001-5,000 Gallons Per Month	\$1.31
5,001-10,000 Gallons Per Month	\$1.33
10,001-15,000 Gallons Per Month	\$1.72
15,001-20,000 Gallons Per Month	\$1.78
20,001-25,000 Gallons Per Month	\$2.32
25,001-30,000 Gallons Per Month	\$2.36
Over 30,000 Gallons Per Month	\$2.40

Proposed

Remove this block of rates.

Justification

Rate block has not been updated since the program was established. Were intended to be set at 70% of potable rates and adjusted with those rates.

No customers have applied/submitted eligibility requirements to be considered for this rate block. Undefined eligibility requirements.



Meter Re-Read/Test

Current

\$25.00 for each additional manual meter read/test

Proposed

Separate rates for Re-Read and Test.

Re-Read remains at \$25.00

At Cost for Meter Testing if found to be accurate.

Justification

Town Code Section 19-9-2

B. The customer may request the meter be subjected to a test. If the test indicates that the meter is recording usage at or below American Water Works Association standards, the user will pay the costs associated with the testing of the water meter and the customer will immediately pay any outstanding water bills associated with the meter that was tested.



New Construction Connection without Infrastructure Existing

Current

5/8" – 1"* (*fire protection)	\$ 1,275.00
1"	\$ 1,500.00
1 ½"	\$ 1,800.00
2"	\$ 2,350.00
3"	\$ 3,800.00
4"	\$ 5,800.00
6"	\$10,500.00
8"	\$14,750.00

Proposed

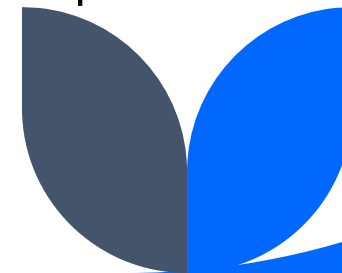
At Cost.

Justification

Town Code Section 19-9-11

Actual Costs to Perform Services

Notwithstanding any of the fees and/or charges as specified in this chapter, nothing shall prohibit the Town from charging the user or potential user the actual cost to perform the services requested. In all such cases the person requesting services shall receive itemized billing for any amounts due above any service charge or fee paid pursuant to this chapter.



Changing Size of Meter

Current

No rate established.

Proposed

At cost.

Justification

Town Code Section 19-9-3

B. After review and approval of the application from the Town Water Division, and payment of applicable fees and charges for the appropriate size meter, a new meter and water service line may be installed in accordance with the procedures described elsewhere in this chapter.



Multi-Family Residential Wastewater User Fee

Current

Residential Wastewater Fee listed as
\$54.00 per month*

Proposed

Add Multi-Family Residential
Wastewater Fee
\$54.00 per month per unit*

Justification

This fee line is to clearly indicate how fees are assessed for this type of property. No change in actual fee – multi-family residential is currently billed per unit.

*Based on current rates. Would be affected by other rate changes presented.



Questions?



Staff Report

Item Number: 7.B.

Agenda Item: **Resolution #1708 - Updating the Town Fee Schedule - Water and Wastewater Rates**

Discuss, consider and act upon Resolution #1708, updating the Town Fee Schedule by setting water and wastewater rates.

Staff Contact: Virginia Smith, Public Works Administration Manager

Meeting Date: January 23, 2024

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: The Town of Clarkdale hired Dan Jackson of Economists.com to complete a Water and Wastewater Rate Study and Long-Term Financial Plan for the Town's utility services. A presentation regarding the study was made to the Town Council on Nov. 22, 2023. Town Council directed staff to prepare a Notice of Intent to set water and wastewater rates based on the recommendations presented in the study.

Pursuant to A.R.S. §9-511.01, a Notice of Intent to set water and wastewater rates was approved by the Town Council at its meeting on Nov. 14, 2023. The Notice of Intent was posted on the Town's website on Nov. 17, 2023.

Additionally, the Notice of Intent was published in the Verde Valley Independent newspaper on Sunday, Nov. 26, 2023. A water and wastewater system public open house was held on Jan. 11, 2024 at the Clark Memorial Clubhouse. The attached fee Resolution is the final step towards the adoption of these fees and surcharges. The fee changes will be effective Feb. 22, 2024 and adjusted annually for the following five years without further action by the Council.

Budget Impact: The impact on the budget will vary by Fund (11-Wastewater / 13-Water) and fee type. The fiscal year 2024 budget did not include the proposed fee changes.

Recommendation: Staff recommends that Council approve Resolution #1708, amending

Resolution #1704 and updating utility related fees for the Public Works Department.



RESOLUTION # 1708

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA AMENDING RESOLUTION #1704, SETTING FEES FOR THE TOWN OF CLARKDALE BY ADJUSTING WATER AND WASTEWATER RATES AND FEES.

BE IT RESOLVED, that the following price and fee structure is hereby revised as shown:

GENERAL FEES:

Business License issued annually for the period of July 1 - June 30	30.00/Year
Home Occupation License	\$30.00
Peddler and Solicitor License	\$30.00 for 6 months each person requesting ID card
Town Code Copy	\$25.00
Photocopies (Per Page)	\$0.15
Photocopies of public records for non-commercial use (includes time, personnel and equipment cost, but does NOT include personnel time for searching for documents). This fee will not be charged for copies required to be free by A.R.S. 39-122(A) - those records concerning "a claim for a pension, allotment, allowance, compensation, insurance or other benefits which [are] to be presented to the United States or a bureau or department thereof."	\$0.25
Reproduction of records for Commercial Use, defined by A.R.S. 39-121.03(A)	To be determined according to A.R.S. 39-121.03(D)
Facsimile Long Distance 1-3 Pages	\$3.00
4-10 pages	\$8.00
11 and up	\$1.00 per page
Returned Check Fee	\$35.00
Credit Card Surcharges	1.5% Surcharge on Transaction Amount
Liquor License Review - Special Event	\$25.00
Liquor License Review – Special Event – Fair/Festival License	\$15.00
Liquor License Review – Change/Extension	\$50.00
Liquor License Review – New Application/Transfer of Ownership	\$100.00

FACILITY REIMBURSEMENT FEES:

Park Reimbursements: Booth Permits	
Informational/Educational Booth - No sales or transactions where money changes hands:	15.00 / day
Vendor Booth - Intends to sell or transact business where money changes hands: Applicant holds a current Clarkdale Business License Applicant does not hold a current Clarkdale Business License	\$15.00 / day \$20.00 / day

Park Reimbursements – Non-resident of Clarkdale, commercial, other	
Event Requiring Electricity	\$30.00/day
3 to 5 days	\$90.00
Damage/Cleaning Deposit	\$50.00
Reservation of Gazebo/Bandstand	\$100.00
Park Reimbursements – Resident of Clarkdale, private event*	
Event Requiring Electricity	\$25.00
3 to 5 days	\$50.00
Damage/Cleaning Deposit	\$50.00
Reservation of Gazebo/Bandstand	\$50.00
* A resident may NOT book the facilities on behalf of a non-resident as a way of avoiding non-resident rates.	

VERDE RIVER @ CLARKDALE MEMBERSHIP

Resident	\$40.00/12 months
Non-Resident	\$50.00/12 months

VERDE RIVER @ CLARKDALE OUTFITTER LICENSING FEES

One Time Events – per customer	\$8.00
Annual Deposit Fees:	
(0-99 customer units)	\$60.00
(100-499 customer units)	\$360.00
(500-1,499 customer units)	\$1,200.00
(1500 or more customer units)	\$2,000.00

FACILITY USE FEES - CLARK MEMORIAL CLUBHOUSE

Rental Deposit	
Event with no alcohol	\$300.00
Event with alcohol	\$800.00
Security - Town Police Officers required with alcohol event – Minimum two Officers, Minimum two hours	See Police Department Fees
Ambassador Hourly Rate	\$16.00 per hour
Cleaning fee	\$250.00
Auditorium, Ladies Lounge, and Kitchen (Thirteen (13) hour minimum)	
Resident	\$75.00/hour
Non-Resident	\$200/hour
Men's Lounge, Ladies Lounge and Kitchen (Five (5) hour minimum)	
Resident	\$135/hour
Non-Resident	\$240/hour
View Deck	\$200 flat fee
Table Rental	\$8.00 per table
Chair Rental	\$1.00 per chair
* A resident may NOT book the facilities on behalf of a non-resident as a way of avoiding non-resident rates.	

COURT FEES:

Court Fine Mailings per registered mailing	\$10.00
Dog Impoundment	\$20.00

Dog Housing	\$10.00/day
Default Fee – Per default judgment entered in a civil offense or civil traffic violation case upon failure to appear or failure to pay a civil sanction, unless such default judgment is set aside under Rule 28, Rules of Procedure in Civil Traffic Cases (as amended). May be waived by the Court. Town Code 1-8-8(B)	\$50.00
Warrant Administrative Fee – Charged when a warrant for failure to pay a fine, sanction, restitution, or agency fees, or issues an order to show cause (OSC) to enforce probation or court-ordered counseling or school. Imposed on the person for whom the arrest warrant is issued, or the defendant found in violation at the conclusion or default in an OSC hearing, and it shall be added to the amount set forth in an arrest warrant. May be waived by the Court.	\$100.00
Municipal Court Enhancement Fund Fee – This fee is used to enhance the technological, operational and security capabilities of the court. This fee is applicable to all fines, sanctions, assessments and diversion or probation programs.	\$22.00 – \$24.00
Collection Fee – The defendant shall be liable for all costs of collection, including attorney fees and fees charged by a collection agency engaged by the court.	
Court Appointed Counsel Fee – In addition to court appointed attorney reimbursement costs. May be waived by the Court.	\$25.00
Court Deferral Fee – This fee is used when the Town Prosecutor defers prosecution upon the completion of Deferred Prosecution Agreement or the Deferred Entry of Judgment Agreement for counseling or community service. A one-time discretionary fee as determined by the Town Prosecutor within a range of \$1.00 to \$1,000.00. Deferral fees collected from the defendant will be retained fully by the Town. (Resolution #1537 1/10/17)	Per Town Prosecutor Discretion
Minimum Clerk Fee	Per A.R.S 22-404
Research Fee	Per A.R.S 22-404
Record Duplication	Per A.R.S 22-404
Copies of Documents	Per A.R.S 22-404
ANIMAL FEES: Tags and Licenses (due January 1st.)	
Late fee – per permit after January 31 calendar year	\$5.00
Livestock Permits	\$25.00/year/animal
Chickens, Rabbits, etc.	
Up to 15	\$10.00/year
Each Additional 10 Animals over first 15	\$5.00/year/per each additional 10
1st Renewal After Suspension	\$20.00/year
Subsequent Renewals	\$50.00/year
	\$5.00
Dog Tags - Male Neutered	
Female Spayed	\$5.00
Male/Female Unaltered	\$10.00

COMMUNITY DEVELOPMENT FEES:

Sidewalk Café Permits	\$350.00 DRB plus \$100.00 permit fee
Banner Sign Permit	\$25.00 Per Banner

	\$150.00 flat fee for a maximum of 10 banners per year
Comprehensive Sign Permit (in conjunction with and in addition to a PAD, Commercial, Industrial, or Residential Project subject to Chapter 11 Design Review and Site Plan Review)	\$500.00
Special Event Permit	\$100.00
Inspection Fee for Projects Without an Active Building Permit	\$150.00 per hour 2 hour minimum
Minor Land Division	\$350.00
Lot Split (2 ½ acres or less into 2 or 3 lots or parcels)	\$100.00
Lot Line Adjustment	\$50.00
Abandonment Request	\$150.00
Subdivision Abandonment or Amend Recorded Plat	\$150.00
Public Right-of-Way Abandonment	\$350.00
Design Review Board Application	\$350.00
Variance Request – Residential	\$500.00
Variance Request – Commercial	\$800.00
Conditional Use Permit Request	\$800.00
Zoning Change	\$1,000.00 plus \$20.00/acre
Appeal of Design Review Decision	\$500.00
Request By Applicant to Table Hearing After Advertisement	\$100.00
Zoning Code	\$50.00
General Plan Amendments - minor	\$2,000.00
General Plan Amendments – major	\$2,500.00
Text Amendment not initiated by Town Council or Planning Commission	\$700.00
Annexation Application Initial Deposit	\$5,000.00
Mapping: Plot of County Parcel map for individual property and approximately 300 foot area around parcel, black and white with no aerial information with or without zoning boundaries and annotation.	
8 ½" x 11"	\$0
11"x17"	\$0
18"x24"	\$40.00 per hour Minimum 1 hour
24"x36"	\$40.00 per hour Minimum 1 hour
Mapping: Plot of County Parcel map for individual property and approximately 300 foot area around the parcel, color with satellite aerial information and optional zoning district boundaries and annotation.	
8 ½" x 11"	\$0
11"x17"	\$0
18"x24"	\$40.00 per hour Minimum 1 hour
24"x36"	\$40.00 per hour Minimum 1 hour

Mapping: Plot of County Parcel map for individual property and approximately 300 foot area around the parcel, color with satellite aerial information and optional zoning district boundaries and annotation.	
11"x17"	\$0
18"x24"	\$40.00 per hour Minimum 1 hour
24"x36"	\$40.00 per hour Minimum 1 hour
Custom Mapping Work	\$40.00/hour
Site Plan Review Fee	\$300.00 + \$15.00/acre
Blanket Sign Permit (Real Estate)	\$25.00/year or \$3.00/month

SUBDIVISION FILING FEES:

Preliminary Plat	\$1,500.00 + \$25.00/lot
With Zoning Map Change	Preliminary Plat fees + additional \$500.00
With General Plan Amendment (Minor)	Preliminary Plat fees + additional \$500.00
With General Plan Amendment (Major)	Preliminary Plat fees + additional \$750.00
Final Plat	\$1,000.00 + \$20.00/lot
With Zoning Map Change	Preliminary Plat fees + additional \$500.00
With General Plan Amendment (Minor)	Preliminary Plat fees + additional \$500.00
With General Plan Amendment (Major)	Preliminary Plat fees + additional \$500.00
Minor Subdivision (4-10 lots)	\$500.00 + \$20.00/lot
Major Plat Amendment (affects more than 33% of lots in subdivision)	\$500.00 + \$20.00/lot
Minor Plat Amendment (affects less than 33% of lots in subdivision)	\$250.00 + \$10.00/lot
Reversionary Plat	\$300.00 + \$25.00/lot

PAD/PUD FEES:

Preliminary Development Plan	\$1,700.00 + \$55.00 per acre
With Zoning Map Changes	Preliminary Development fees + additional \$500.00
With General Plan Amendment (minor)	Preliminary Development fees + additional \$500.00
With General Plan Amendment (major)	Preliminary Development fees + additional \$750.00
Revised Preliminary or Final Site Plan Initiated by Applicant	\$250.00 + \$5.00 per acre
Master Plans without Zoning Map Changes	\$500.00 + \$5.00 per acre
Legal, engineering and inspection fees for subdivisions, PAD's and PUD's	Equal to the amount charged to the Town

BUILDING PERMIT FEES:

Fees for newly constructed buildings shall be calculated using the Building Valuation Data Square Foot Construction Costs from the	
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August 2007 issue of The Building Safety Journal, published by International Code Council, and Table 1-A, Building Permit Fees.	
Plan Review Fee (Resolution # 1488; Effective 11/13/14)	65% Plan Review Fee
Attached garages, basements (finished or unfinished), covered patios, and any other attached areas under roof in new structures shall be calculated using the same rate in the ICC Valuation Data as the parent building.	
Minimum building permit fee for any one- and two-family dwelling	\$600.00
If a consultant is used to perform all or part of a plan review or inspection, the Community Development Department shall have the right to charge the actual cost billed by the consultant in addition to the fees derived from the Building Valuation Data, Square Foot Construction Costs, Table 1-A, and up to a 65% plan review fee, unless otherwise described in a separate agreement.	
If a substantially identical building is built more than one time in the same project, by the same owner, the plan review fee shall be reduced to 20% on all but the first building, providing no new plan review is required.	
Fees for remodeling, additional, and miscellaneous items not specifically mentioned shall be calculated using the actual or estimated cost of the project as certified by the contractor, designer, or owner and applying Table 1-A with a 20% plan review fee.	
Construction Performed Without a Permit	100% of the permit fee or \$500, whichever is greater
Additional Reinspection – Per Inspection	\$78/hr. – 2 hours minimum
Council shall retain the right to reduce to waive any permit fee.	
EXISTING STRUCTURES:	
Electrical Fees:	
New/upgraded service per 100 amps	\$100.00
Wiring revisions and additions to the electrical system	\$50.00
Solar electrical systems	\$125.00
Mechanical Fees:	
Replacement heating/cooling unit, same size, no duct or fuel change	No Charge
Additional heating/cooling units	\$75.00
Solar heating system	\$75.00
Addition of or replacement of solid fuel burning device such as wood or pellet stove, gas or wood burning fireplace or stove.	\$75.00
Solar heating system	\$75.00
Solar water heater	\$75.00
Repair and /or addition to gas line	\$40.00
Plumbing Fees:	
Repair or extension of water or sewer line	\$50.00

Lawn sprinkler or drip irrigation system	\$25.00
Gray water system	\$35.00
Recirculating pump	No Charge
Repair and /or addition to gas line	\$50.00
Grading Fees:	
Grading permit fees are based on combined total of raw cut/raw fill	
Grading Plan Review:	
50 cubic yards or less	No Charge
51 to 100 cubic yards	\$60.00
101 to 1000 cubic yards	\$115.00
1001 to 10,000 cubic yards	\$230.00
10,001 to 100,000 cubic yards	\$230.00 for first 10,000 cubic yards, plus \$30.00 for each additional 10,000 cubic yards or fraction
100,001 to 200,000 cubic yards	\$350.00 for first 100,000 cubic yards, plus \$25.00 for each additional 10,000 cubic yards or fraction
200,001 cubic yards or more	\$500.00 for first 200,000 cubic yards, plus \$15.00 for each additional 10,000 cubic yards or fraction
Grading Permit:	
50 cubic yards or less	\$26.00
51 to 100 cubic yards	\$41.00
101 to 1000 cubic yards	\$41.00 for first 100 cubic yards, plus \$20.00 for each additional 100 cubic yards or fraction
1001 to 10,000 cubic yards	\$214.00 for first 1000 cubic yards, plus \$16.00 for each additional 1000 cubic yards or fraction
10,001 to 100,000 cubic yards	\$358.00 for first 10,000 cubic yards, plus \$73.00 for each additional 10,000 cubic yards or fraction
100,001 cubic yards or more	\$1,011.00 for first 100,000 cubic yards, plus \$41.00 for each additional 10,000 cubic yards or fraction
Miscellaneous Fees:	
Decks:	
Under 16 square feet & less than 30 inches above grade	\$50.00
More than 16 square feet & 30 inches or less above grade	\$75.00
More than 16 square feet & more than 30 inches above grade	\$125.00
Detached Accessory Building:	
Less than 50 square feet, but permission for construction must be granted by Community Development Director (Effective 3-11-14)	\$75.00

50 – 120 square feet	\$75.00
121 – 768 square feet	\$100.00
Over 768 square feet	Building Valuation Data, Table 1-A and 20% plan review fee
Detached Carports	\$100.00
Elevators and chairlifts	\$100.00
Covered patios and carports added to existing buildings	Calculated using the cost or estimated cost certified by the owner or contractor, Table 1-A and a 10% permit review charge
Fences (not including masonry privacy walls)	\$50.00
Self-supporting masonry walls, including privacy and retaining walls over 4 feet high, measured from the bottom of the footing	\$2.50 per lineal foot
Re-roofing on residential	\$50.00
Demolition	\$75.00
Hazardous material surveys and methods of removal may be required for review and approval by the Building Official prior to issuance of a permit	
Each inspection after required initial and one re-inspection	\$100.00
Decorative Pools (ponds, etc)	\$200.00
Swimming Pool - Above ground	\$55.00
Swimming Pool - Inground	\$350.00
Spa/Hot Tub	\$100.00
Monument Sign Permit	\$50.00
Home Occupation License	\$40.00

PUBLIC WORKS FEES:

Staff Charge (Flat hourly rate)	\$42.00 per hour per Staff Member
Inspection Fee for Projects Within Town Right-a-Way or on Public Property (Resolution 1505; effective 9/22/15)	\$78.00 per hour 2 hour minimum
Permit Right-Of-Way	\$50.00
Asphalt cut maintenance fee - minimum cut fee	\$100.00 per 60 square foot
Additional square foot over 60	\$1.67/square foot
Permits Issued to Franchised Utility	\$0.00
Private Road Street Sign	\$245.00 per sign
Private Road Traffic Control Signs (Stop, Yield, Speed)	\$385.00 per sign

ENGINEERING FEES: PLAN REVIEW

First and Second Review	\$240.00
Third Review and each thereafter (per review)	\$100.00
Plan Revisions	\$240.00
Re-Approval of Plans – 1 st and 2 nd Review (Expired Plans)	\$120.00
Sewer Tap by Contractor – Single Family Residential	\$100.00

Water Meter Tap by Contractor – Single Family Residential	\$100.00
Driveway Cut Request	\$150.00
Traffic Control Plan	\$150.00
Miscellaneous Engineering Review	\$100.00/hour

REPORT REVIEW FEES:

Drainage Report – Master Residential Development	\$1,250.00 + \$1.50/acre
Drainage Report – Residential Single Subdivision	\$750.00 + \$5.50/acre
Drainage Report – Custom Home	\$250.00
Drainage Report – Commercial Subdivision	\$750.00 + \$2.50/acre
Drainage Report – Commercial Individual Lot	\$500.00
Traffic Impact Analysis – Master Residential Development	\$2,200.00
Traffic Impact Analysis – Residential Single Subdivision	\$900.00
Traffic Impact Analysis – Commercial Parcel	\$500.00
Water Analysis Report – Master Development	\$2,500.00
Water Analysis Report – Single Subdivision	\$400.00
Wastewater Analysis Report – Master Development	\$1,250.00
Wastewater Analysis Report – Single Subdivision	\$400.00
Right-of-Way Dedication or Easement (Separate Instrument)	\$250.00 (ea.)
Maintenance Improvement District (MID) Formation Petition	\$10.00/lot
Street Light Improvement District (SLID) Formation Petition	\$10.00/lot

POLICE DEPARTMENT FEES:

Officer Charge – (Flat hourly rate)	\$65.00 per hour per Officer
Officer Charge – (Employee overtime hourly wage plus benefits)	OT Hourly Wage/Benefits
Administration Fee	\$5.00 per shift
Vehicle Rate - includes a fuel surcharge and maintenance costs	\$10.00 per hour
Fingerprinting	\$20.00 per card
Police Reports Noncommercial Use	\$5.00 for the first 20 pages, \$5.00 for each set of up to 20 pages thereafter
Police Reports – Digital Media – Noncommercial Use (body camera and audio recordings, photographs) (Exemption: crime victim under ARS 39-127)	\$20
Police Redaction – Videos	\$46/hour
Police Reports – Commercial Use (Electronic)	\$10.00 + Transmittal device cost (if required)
Police Escort Rate (Per Officer & Vehicle)	\$ 65.00 Per Hour and \$.50 Per Mile
Vehicle Impound Hearing	\$150.00

VALLEY VIEW CEMETERY FEES:

Section V One-Half Lot	\$1200.00
Section V Perpetual Care	\$ 965.00
All other Sections One-Half Lot	\$1000.00
All other Sections Perpetual Care	\$ 500.00

Cremains Lot	\$300.00
Cremains Perpetual Care	\$175.00
Single Burial Open/Close	\$1100.00
Cremains Open/Close	\$300.00
Single Dome	\$300.00
Companion Dome	\$535.00
Oversized Dome	\$420.00
No Sunday or Holiday Services	
Services must start by 3 p.m.	
Friday/Saturday Services	\$500.00
Early Burial (less than two days' notice)	150% of open/close
Casket Exhumation (in addition to open/close fees)	\$1300.00
Cremation Disinterment (in addition to open/close fees)	\$ 300.00
Lot Transfer Fee	\$50.00
Lot and Perpetual Care must be paid in full to reserve a Lot. Open/Close, Dome, and other fees cannot be paid more than 30 days in advance of service.	

RAW WATER CONSERVATION RATES

Volume Rates Per Thousand Gallons (Created 7/10/2012— Effective 8/10/2012)	
-0-1,000 Gallons Per Month (included in base rate)	\$0.00
1,001— 5,000 Gallons Per Month	\$1.31
5,001— 10,000 Gallons Per Month	\$1.33
10,001— 15,000 Gallons Per Month	\$1.72
15,001— 20,000 Gallons Per Month	\$1.78
20,001— 25,000 Gallons Per Month	\$2.32
25,001— 30,000 Gallons Per Month	\$2.36
Over 30,000 Gallons Per Month	\$2.40

RECLAIMED WATER FEE

Reclaimed Water Rate - Per 1,000 gallons	\$2.00/1,000 gallons
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WATER SYSTEM CONNECTION CHARGES

Type A Fees	Meter Size (inches)	
	5/8"	\$500.00
	1"	\$650.00*
	1 1/2"	\$850.00
	2"	\$1,150.00
	3"	\$2,685.00
	4"	\$3,635.00
	6"	\$8,485.00

8"	\$11,485.00
Type B Fees ** Meter Size (inches)	Expired/Deleted 2/8/2013
*Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" base user rate	
<u>New Connections Without Infrastructure</u>	<u>At Cost</u>
<u>Meter Size Changes</u>	<u>At Cost</u>

WATER SYSTEM NEW ACCOUNT FEES

Deposits	
3/4 or 5/8"	\$100.00
1"	\$125.00
1 1/2"	\$200.00
2"	\$300.00
3"	\$400.00
4"	\$500.00
6"	\$600.00
8"	\$700.00
<u>Deposits – Deposits will be returned to homeowner customers after one year, if no delinquencies occur. There will be no interest paid on the deposit. Rental Accounts - Retain deposits until account is closed on rental accounts.</u>	
Water Service Turn-On	\$ 50.00
Emergency and Construction Turn-On/Turn-Off	
During Business Hours	\$ 50.00
Non-Business Hours	\$ 150.00

WATER CAPACITY FEES (Effective 2/8/2013)

Meter Size (inches)	
5/8"	\$ 2,322.00
1" *	\$ 5,806.00
1 1/2"	\$ 11,612.00
2"	\$ 18,579.00
3"	\$ 37,158.00
4"	\$ 58,059.00
6"	\$ 116,118.00
8"	\$ 185,788.00
*Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" base user rate	

WATER SERVICE RATES

Base User Rate Per Billing Period — (Effective 10/09/2014)	
Meter Size (inches)	
5/8"	\$ - 28.30 30.85
1"*	\$ 51.19 46.96
1 1/2"	\$ - 102.38 93.93
2"	\$ 164.07 150.52
3"	\$ 328.13 301.04
4"	\$ 518.45 475.64

6"	\$ -1,036.91 951.29
8"	\$ 1,502.79 1,638.04
<i>*Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" base user rate</i>	
System Replacement Surcharge (Created 6/22/10 – Effective 7/22/10)	
Meter Size (inches)	
5/8"	\$ 2.00
1"*	\$ 3.32
1 1/2"	\$ 6.63
2"	\$ 10.63
3"	\$ 21.25
4"	\$ 33.58
6"	\$ 67.15
8"	\$106.08
Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" System Replacement Surcharge	
Tiers - Volume Rates Per Thousand Gallons- (Effective 10/9/2014)	
0-1,000 Gallons Per Month	
(included in base rate)	\$.00
1,001- 5,000 Gallons Per Month	\$ 5.41 4.96
5,001 – 10,000 Gallons Per Month	\$ 5.61 5.15
10,001 – 15,000 Gallons Per Month	\$ 7.86 7.21
15,001 – 20,000 Gallons Per Month	\$ 8.13 7.46
20,001 – 25,000 Gallons Per Month	\$ 11.61 10.65
25,001 – 30,000 Gallons Per Month	\$ 11.83 10.85
Over 30,000- Gallons Per Month	\$ 11.99 11.00
Single Meter, Multi-Family User @ Up To 5,000 Gallons Per Household/Unit	\$ — 9.84
Other Charges Per Billing Period Per Meter	
Water Resource Development	\$4.00
Regional Water Associations	\$0.32
Gila River Adjudication	\$0.41
Water Conservation Program	\$0.25
WATER SERVICE RATES –	
NEW CONSTRUCTION WITHOUT INFRASTRUCTURE	
5/8" – 1"* (*fire protection)	\$ 1,275.00
1"	\$ 1,500.00
1 1/2"	\$ 1,800.00
2"	\$ 2,350.00
3"	\$ 3,800.00
4"	\$ 5,800.00
6"	\$10,500.00
8"	\$14,750.00

WATER SYSTEM – OTHER WATER UTILITY RATE AND FEE POLICIES

Reconnections (Per Disconnection for Non-Payment)	\$ 50.00 Plus Additional Deposit Equaling the Average Monthly Bill
Meter Re-Reading/ Test	\$25.00
<u>Meter Test</u>	<u>At cost if meter found to be accurate.</u>
Account Transfer	\$25.00

Account Collections (Referrals)	At Cost
Civil Penalties - Unauthorized Turn-On/Turn-Off/Tampering	\$100.00 per offense. Each day during which a violation occurs or continues shall be deemed a separate offense.
Account Delinquencies (Effective 4/25/14)	Past due Amount at 10% After 21 Days
Deposits—Deposits will be returned to home owner customers after one year, if no delinquencies occur. There will be no interest paid on the deposit. Rental Accounts—Retain deposits until account is closed on rental accounts.	
Disconnection for Non-Payment - Water service shall be disconnected for non-payment thirty (30) days from the due date. (Effective 4/25/14)	
	Deleted/Expired 2/1/2013
Use of hydrants and/or hydrant meters – Use of hydrants and/or hydrant meters for residential, commercial or construction customers will be allowed only by permit through the Clarkdale Utility Department.	

WASTE-WATER USER FEES: (Effective 1/13/2017)

Residential User	\$54.00 <u>\$56.70</u> per month
<u>Multi-Family Residential</u>	<u>\$56.70 per month per unit</u>
Commercial	\$54.00 <u>\$56.70</u> per month minimum base rate, plus a usage fee of \$2.25 <u>\$2.36</u> per thousand gallons of water purchased in excess of 5,000 gallons per month
Account Delinquencies (Effective 4/25/14)	Past due Amount at 10% After 21 Days
Fee for reactivated accounts	\$25.00
Account Collections (Referrals)	At Cost

WASTEWATER CONNECTION FEE : (Effective 2/8/2013)

Meter Size (inches)	
5/8"	\$ 500.00
1"*	\$ 1,500.00
1 1/2"	\$ 3,000.00
2"	\$ 5,000.00
3"	\$ 10,000.00
4"	\$ 15,000.00
6"	\$ 30,000.00
8"	\$ 50,000.00
*Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" base user rate	
All connection fees are to be collected in advance with the following exceptions:	
For buildings completed and occupied prior to May 27, 1997, and where the connection fee falls within specified amounts, a partial financing option will be made available.	

If connection is completed within 6 (six) months of the time that the sewer service becomes available, at least ½ (one-half) of the fee is to be paid to the Town of Clarkdale.		
Specified Amount of Connection Fee	Specified Financing Time Period	
\$10,000-\$49,999.99	3 years	
\$50,000 +	5 years	

WASTEWATER CAPACITY FEES (Effective 2/8/2013)

Meter Size (inches)	Ratio	
5/8"	1	\$ 5,027.00
1"*	1.67	\$ 8,395.09
1 ½"	3.33	\$ 16,739.91
2"	5.33	\$ 26,793.91
3"	10.67	\$ 53,638.09
4"	16.67	\$ 83,800.09
6"	33.33	\$ 167,549.91
8"	33.33	\$ 268,089.91
*Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" base user rate		

TRASH RATES/FEES:

Household Trash Service Per Month		
One Small Container (64 Gallons)		\$15.75
One Large Container (96 Gallons)		\$18.25
Two Small Containers		\$ 20.50
Two Large Containers		\$ 23.00
Each Additional After 2 Containers		\$ 15.00
Account Collections (Referrals)		At Cost
Disconnection for Non-Payment - Service shall be discontinued for non-payment thirty (30) days from the due date. (Effective: 4/25/14)		
Account Delinquencies (Effective: 4/25/14)		Past due Amount at 10% After 21 Days

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Clarkdale, Arizona, the 26th day of September, 2023.

APPROVED:

ATTEST:

Robyn Prud'homme-Bauer, Mayor

Charity Brooks, Town Clerk

Exhibit "A" AVERAGE DAILY SEWAGE FLOW

Type of Establishment (Unit Basis)	Sewage Flow (gallons per day)
Airport (passenger)	4
Apartments, multiple family, 1 bedroom or less	105
2 bedrooms or more	140
Bar (patron)	25
Barber Shop (50 per chair over 8)	100
Beauty Parlor (100 per chair over 5)	1000
Camp: Campground overnight with flush toilet (camper space)	25
Campground overnight with flush toilet and shower (camper space)	50
Construction (bed)	50
Day with no meal served (camper space)	15
Luxury (camper)	100-150
Resorts, Day and night, with limited plumbing (camper space)	50
Tourists with central bath and toilet facilities (person)	35
Churches: Without kitchens (person)	7
With kitchens (persons)	10
Clubs, Country: (resident members)	100
(non-resident member)	25
Cottages with seasonal occupancy (resident)	100
Dental Office (chair)	500
Dog kennel (per animal)	15
Dwellings: Boarding or roomed houses (resident)	70
Additional kitchen requirements for non-residents (boarder)	10
Highway Rest Area (contact State Department of Transportation)	
Hospital (bed)	240-400
Hotel: Without kitchen (room)	125
With kitchen (room)	150
Institutions other than hospitals (person)	75-125
Laundries, self service (machine)	180
Manufacturing: No showers (person) (plus daily process water use)	25
With showers (person) (plus daily process water use)	35
Mobile Home Community System: For family (space)	250

For adults only community (space)	150
Motel: Without kitchens (room)	125
With kitchens (room)	150
Office (person)	25
Picnic: Without bathhouses, showers & flush toilets (picnicker)	20
With toilet facilities only (picnicker)	10
Public restrooms (toilet)	200
Recreation Vehicle Park: With water and sewer hook-up (vehicle)	100
Restaurant (seat)	30
Per meal served	7
Schools: Boarding (pupil)	100
Day with cafeteria, gymnasiums and showers (pupil)	25
Day with cafeteria, no gymnasiums and showers (pupil)	20
Day without cafeteria, gymnasiums or showers (pupil)	15
Service Station (bay)	1000
Shopping Center (sq. ft. of store area) (no food/laundry)	0.1
Single Family Residence	280
Stores: Under 5000 Sq. Ft. retail floor	500
Over 5000 sq. ft. retail floor (sq. ft.)	0.1
Swimming Pool (swimmer)	10
Theaters: Drive-In (car space)	5
Movie (seat) (vehicle)	5

Exhibit “B” TABLE 1-A BUILDING PERMIT FEES

\$1.00 - \$50.00	\$ 24.00
\$501.00 - \$2,000.00	\$ 24.00 for the first \$500.00 plus \$4.00 for each additional \$100.00 or fraction
\$2,001.00 - \$25,000.00	\$ 70.00 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction
\$25,001.00 - \$50,000.00	\$ 392.00 for the first \$25,000.00 plus \$11.00 for each additional \$1,000.00 or fraction
\$50,001.00 - \$100,000.00	\$ 644.00 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction
\$100,001.00 - \$500,000.00	\$ 994.00 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00 or fraction
\$500,001.00 - \$1,000,000.00	\$ 3,324.00 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00 or fraction
\$1,000,000.00 and Up	\$ 5,609.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction

Exhibit “C” BUILDING VALUATION DATA 2012 INTERNATIONAL BUILDING CODE

Group	2012 Building Code	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	229.03	221.51	216.10	207.06	194.68	189.07	200.10	177.95	171.21
A-1	Assembly, theaters, w/o stage	209.87	202.35	196.94	187.90	175.62	170.01	180.94	158.89	152.15

A-2	Assembly, nightclubs	177.89	172.85	168.07	161.49	151.98	147.78	155.80	137.68	132.99
A-2	Assembly, restaurants, bars, banquet halls	176.89	171.85	166.07	160.49	149.98	146.78	154.80	135.68	131.99
A-3	Assembly, churches	211.95	204.43	199.02	189.98	177.95	172.34	183.02	161.22	154.48
A-3	Assembly, general, community halls, libraries, museums	176.88	169.36	162.95	154.91	141.73	137.12	147.95	125.00	119.26
A-4	Assembly, arenas	208.87	201.35	194.94	188.90	173.62	169.01	179.94	156.89	151.15
B	Business	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
E	Educational	195.85	189.10	183.56	175.25	163.21	154.58	169.21	142.63	137.99
F-1	Factory & industrial, moderate hazard	108.98	103.99	97.83	94.17	84.37	80.56	90.16	69.50	65.44
F-2	Factory & industrial, low hazard	107.98	102.99	97.83	93.17	84.37	79.56	89.16	69.50	64.44
H-1	High hazard, explosives	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	NP
H234	High hazard	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	58.67
H-5	IIPM	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
I-1	Institutional, supervised environment	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
I-2	Institutional, hospitals	308.50	301.79	295.93	287.50	272.14	NP	281.10	254.09	NP
I-2	Institutional, nursing homes	213.56	206.85	200.99	192.56	179.22	NP	186.16	161.17	NP
I-3	Institutional, restrained	208.37	201.66	195.80	187.37	174.54	167.98	180.97	156.48	148.74
I-4	Institutional, day care facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
M	Mercantile	132.61	127.57	121.79	116.21	106.32	103.15	110.52	92.05	88.36
R-1	Residential, hotels	182.28	175.70	170.83	162.68	150.87	146.84	162.68	135.49	131.23
R-2	Residential, multiple family	152.86	146.27	141.41	133.25	122.04	118.01	133.25	106.66	102.41
R-3	Residential one & two family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
R-4	Residential, care/assisted living facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
S-1	Storage, moderate hazard	101.01	96.02	89.86	86.20	76.60	72.79	82.19	61.73	57.67
S-2	Storage, low hazard	100.01	95.02	89.86	85.20	76.60	71.79	81.19	61.73	56.67
U	Utility, miscellaneous	77.10	72.64	68.12	64.64	58.13	54.28	61.62	45.49	43.33

Effective January 2025

WATER SERVICE RATES

Base User Rate Per Billing Period	
Meter Size (inches)	
5/8"	\$ 33.62
1"	\$ 55.79
1 1/2"	\$ 111.60
2"	\$ 178.83
3"	\$ 357.67
4"	\$ 565.11
6"	\$ 1,130.23
8"	\$ 1,785.46
<i>*Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" base user rate</i>	
Tiers - Volume Rates Per Thousand Gallons	
0-1,000 Gallons Per Month (included in base rate)	\$.00
1,001 - 5,000 Gallons Per Month	\$ 5.89
5,001 - 10,000 Gallons Per Month	\$ 6.12
10,001 - 15,000 Gallons Per Month	\$ 8.57
15,001 - 20,000 Gallons Per Month	\$ 8.86
20,001 - 25,000 Gallons Per Month	\$ 12.65
25,001 - 30,000 Gallons Per Month	\$ 12.89
Over 30,000 Gallons Per Month	\$ 13.07

WASTEWATER USER FEES:

<u>Residential User</u>	\$58.97 per month
<u>Multi-Family Residential</u>	\$58.97 per month per unit
<u>Commercial</u>	\$58.97 per month minimum base rate, plus a usage fee of \$2.46 per thousand gallons of water purchased in excess of 5,000 gallons per month

Effective January 2026

WATER SERVICE RATES

Base User Rate Per Billing Period	
Meter Size (inches)	
5/8"	\$ 35.98
1"	\$ 59.70
1 1/2"	\$ 119.41
2"	\$ 191.35
3"	\$ 382.70
4"	\$ 604.67
6"	\$ 1,209.34
8"	\$ 1,910.45
<i>*Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" base user rate</i>	
Tiers - Volume Rates Per Thousand Gallons	

0-1,000 Gallons Per Month (included in base rate)	\$.00
1,001- 5,000 Gallons Per Month	\$ 6.31
5,001 – 10,000 Gallons Per Month	\$ 6.55
10,001 – 15,000 Gallons Per Month	\$ 9.17
15,001 – 20,000 Gallons Per Month	\$ 9.48
20,001 – 25,000 Gallons Per Month	\$ 13.54
25,001 – 30,000 Gallons Per Month	\$ 13.79
Over 30,000 Gallons Per Month	\$ 13.98

WASTEWATER USER FEES:

<u>Residential User</u>	\$61.33 per month
<u>Multi-Family Residential</u>	\$61.33 per month per unit
<u>Commercial</u>	\$61.33 per month minimum base rate, plus a usage fee of \$2.56 per thousand gallons of water purchased in excess of 5,000 gallons per month

Effective January 2027**WATER SERVICE RATES**

<u>Base User Rate Per Billing Period</u>	
<u>Meter Size (inches)</u>	
5/8"	\$ 38.50
1"	\$ 63.88
1 1/2"	\$ 127.77
2"	\$ 204.75
3"	\$ 409.49
4"	\$ 646.99
6"	\$ 1,294.00
8"	\$ 2,044.18
<i>*Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" base user rate</i>	
<u>Tiers - Volume Rates Per Thousand Gallons</u>	
0-1,000 Gallons Per Month (included in base rate)	\$.00
1,001- 5,000 Gallons Per Month	\$ 6.75
5,001 – 10,000 Gallons Per Month	\$ 7.01
10,001 – 15,000 Gallons Per Month	\$ 9.81
15,001 – 20,000 Gallons Per Month	\$ 10.15
20,001 – 25,000 Gallons Per Month	\$ 14.49
25,001 – 30,000 Gallons Per Month	\$ 14.76
Over 30,000 Gallons Per Month	\$ 14.96

WASTEWATER USER FEES:

<u>Residential User</u>	\$65.62 per month
<u>Multi-Family Residential</u>	\$65.62 per month per unit
<u>Commercial</u>	\$65.62 per month minimum base rate, plus a usage fee of \$2.73 per thousand gallons of water purchased in excess of 5,000 gallons per month

Effective January 2028

WATER SERVICE RATES

<u>Base User Rate Per Billing Period</u>	
<u>Meter Size (inches)</u>	
<u>5/8"</u>	<u>\$ 41.19</u>
<u>1"*</u>	<u>\$ 68.35</u>
<u>1 1/2"</u>	<u>\$ 136.71</u>
<u>2"</u>	<u>\$ 219.08</u>
<u>3"</u>	<u>\$ 438.16</u>
<u>4"</u>	<u>\$ 692.28</u>
<u>6"</u>	<u>\$ 1,384.58</u>
<u>8"</u>	<u>\$ 2,187.27</u>
<i>*Note: A customer having a 1" meter solely to service a mandated residential fire sprinkler system will be charged a 5/8" base user rate</i>	
<u>Tiers - Volume Rates Per Thousand Gallons</u>	
<u>0-1,000 Gallons Per Month (included in base rate)</u>	<u>\$.00</u>
<u>1,001- 5,000 Gallons Per Month</u>	<u>\$ 7.22</u>
<u>5,001 – 10,000 Gallons Per Month</u>	<u>\$ 7.50</u>
<u>10,001 – 15,000 Gallons Per Month</u>	<u>\$ 10.49</u>
<u>15,001 – 20,000 Gallons Per Month</u>	<u>\$ 10.86</u>
<u>20,001 – 25,000 Gallons Per Month</u>	<u>\$ 15.50</u>
<u>25,001 – 30,000 Gallons Per Month</u>	<u>\$ 15.79</u>
<u>Over 30,000 Gallons Per Month</u>	<u>\$ 16.01</u>

WASTEWATER USER FEES:

<u>Residential User</u>	<u>\$70.21 per month</u>
<u>Multi-Family Residential</u>	<u>\$70.21 per month per unit</u>
<u>Commercial</u>	<u>\$70.21 per month minimum base rate, plus a usage fee of \$2.93 per thousand gallons of water purchased in excess of 5,000 gallons per month</u>



Staff Report

Item Number: 7.C.

Agenda Item:**Personnel Policy Amendment**

Discuss, consider and act upon changes being proposed to the Town's Paid Time Off (PTO) Policy, Holiday Pay Policy and Workplace Conduct Discipline Policy.

Staff Contact:

Angela Benavides, Human Resources/Risk Director

Meeting Date:

January 23, 2024

Strategic Goal:

This agenda item supports the following Clarkdale Strategic Goal Area:

- Goal Area 6 - Strategically invest in organizational development to enhance efficiency and service delivery and to attract and retain an exemplary workforce.

Background:

Human Resources Director, Angela Benavides, is currently working on a comprehensive refresh of the Town's HR Policy Manual ensuring compliance with State and Federal standards. As policies are updated, they will be brought to the Council for approval. Three policies are currently being recommended:

3.08 Benefits – Holiday Pay Policy

New policy establishes pay guidelines for employees working on a Town designated holiday.

5.01 Leaves – Paid Time Off

Clarifies guidelines for employees taking paid time off.

6.10 Workplace Conduct Discipline – Post Determination Hearing and Appeal

Policy revision transitioning current appeal procedures from a Personnel Board to a process utilizing a Hearing Officer.

Budget Impact:

Revising Holiday Pay and Paid Time Off (PTO) policies will clarify pay codes and emphasize the use of paid time off before unpaid time off, thus contributing to a more accurate payroll budget by reducing instances of incorrect pay calculations and ensuring consistent adherence to the company's compensation guidelines. This enhancement in policy communication helps mitigate potential financial discrepancies, enhancing overall payroll budget predictability.

The revision transitioning our personnel board into a hearing officer introduces the possibility of incurring costs in the event the services of a hearing officer

are required. This adjustment is made with awareness of potential associated expenses, ensuring transparent communication about the financial implications that may arise when utilizing a hearing officer as needed.

Recommendation: Staff recommends that the Council approve the amendments to the Town of Clarkdale's Personnel Policy as presented.

	TOWN OF CLARKDALE HUMAN RESOURCES POLICY MANUAL	
POLICY NO. 5.01	SECTION V. LEAVES	PAID TIME OFF (PTO)
	ORIGINATION DATE: 1/10/2006	REVISION DATE(S): 1/13/2015, 7/1/2017, 11/27/2017, 8/24/2018, 10/23/2018, 8/9/2022, <u>1/9/24</u>

Paid Time Off is accrued and granted to all probationary and regular full-time and part-time employees in lieu of Vacation and Holidays. PTO is not available to temporary and seasonal employees.

Accrual

PTO is a benefit accrued each pay period according to Section 3.6 (PTO Accrual Schedule) per the number of hours paid per pay period (up to a maximum of 80 hours and exclusive of on-call hours), the job classification, and the number of years of service with the Town of Clarkdale. This accrued time may be used for any purpose including holidays, a death in the family, vacation, personal business, family needs, etc.

The maximum number of PTO hours that an employee may accumulate is 296.

Accrual of PTO will begin on the first day of employment and will continue through the final day of employment as provided herein.

When an employee at any time should become eligible for a change in their applicable PTO Accrual Schedule rate, that change shall take place at the beginning of the next full pay period following the date of eligibility change.

PTO time and Paid Sick Time (PST) may not be taken unless previously accrued. In the event your department is closed on certain days during the year, you must have sufficient unused PTO accrued to be paid for that day.

Accrued hours of PTO used should equal the difference between actual hours worked and regularly scheduled weekly hours, and may not be used at any time to exceed an employee's regularly scheduled work week hours.

Example for an employee who is regularly scheduled to work 40 hours per week:

One day (9 or 10 hours) of PTO is taken, but you actually work 35 hours that same week; your PTO should then be recalculated to 5 hours in order to equal a total of 40 hours for that work week.

Example for an employee who is regularly scheduled to work 25 hours per week:

One day (9 or 10 hours) is taken, but you actually work 20 hours that week; your PTO should then be recalculated to 5 hours in order equal a total of 25 hours for that work week.

Commented [AB1]: Policy has been reformatted to match format used in the FOG. This provides a more concise policy and procedure.

Commented [AB2]: Policy has been reworded to only provide policy information and procedures regarding taking time off. Information regarding PTO Donations will be moved to its own policy to provide clear guidelines and procedures removing any confusion with regular PTO policy. Information regarding PTO payout at termination will be moved to the termination policy to provide clear guidelines and procedures.

Leave accruals are reflected on bi-weekly paystubs issued to each employee. Employees are responsible to track their individual accruals.

Procedure

Employees must request and receive advance approval from their Supervisor/Department Head to receive Paid Time Off. Employees must request PTO at least 3 working days in advance for PTO requests of two working days or less; and must request PTO at least 10 working days in advance for PTO requests of over three working days. Supervisor/Department Heads may deny requests for Paid Time Off if an employee fails to request the time off within the time frames specified above or when the staffing requirements of the department are such that the time off cannot be granted.

~~An employee who resigns or is terminated will be paid the balance of their accrued PTO hours. Unused PTO time does not extend the date of termination of employment.~~

The maximum hours allowed to build up in any PTO Bank is 296 hours. Upon reaching this amount, an employee will no longer earn PTO until additional time off charged to PTO is taken. Once a PTO bank total is again below the maximum, PTO will accrue at the previous rate.

~~Donated Paid Time off~~

~~Eligibility. Any full-time regular Town employee may apply to the Human Resources Department for approval to receive donated PTO for any FMLA designated leave. To qualify, the employee requesting donated PTO must:~~

~~Have already received qualification for FMLA leave; and~~

~~Have an insufficient amount of total accrued paid time to cover the estimated period of absence; and~~

~~Not have been offered non-work-related Return to Work Modified Duty.~~

~~Approval. Upon approval by the Town Manager of an employee's request for donated PTO, the Human Resources Department shall:~~

~~Notify Town employees of the requesting employees' need for donated PTO, while respecting the employee's right of privacy; and~~

~~Transfer any such donated PTO from the donating employee to the requesting employee on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the employee with their normal, straight time pay for such pay period, whichever is less.~~

~~The approval of donated PTO will be re-evaluated bi-weekly.~~

~~Donating PTO. An employee may donate accrued and unused PTO to their credit to any Town employee who has been approved to receive donated PTO.~~

~~Terms and Conditions. The following additional terms and conditions shall apply to PTO donation hereunder:~~

~~All donations of PTO shall be in 1-hour increments.~~

~~An employee receiving donated PTO shall be paid at their regular, hourly rate (including applicable~~

benefits pay)); regardless of the rate of pay of the employee donating such leave.

~~PTO shall be deducted from donating employees in the order donated and shall be credited to the receiving employee's account on pay day up to the amount necessary for the employee to be paid their normal 2 weeks' pay. No donated PTO shall accumulate in the account of a receiving employee or be converted to cash. Any PTO donated by an employee that is not used shall remain in the account of the donating employee.~~

~~An employee using donated PTO shall not accrue PTO or Paid Sick Time (PST) while receiving any donated PTO and be entitled to any other benefits they would normally receive. All PTO or other paid leave provided to or accrued by an employee while using donated PTO shall be used in the following pay period first before donated PTO is used.~~

~~An employee approved to receive donated PTO shall be eligible to receive such leave until:~~

~~The employee returns to work;~~

~~The employee exhausts all donated leave;~~

~~The employee's physician or Town's Independent Medical Examiner releases the employee to return to work and the employee fails to return to work on a return-to-work assignment consistent with the employee's medical restrictions.~~

~~Employees absent from work and receiving donated PTO may not work, perform services, receive, or earn compensation for or from any other entity, including the employee's own business, from the beginning of such absence until the employee returns to work, unless authorized in advance by the Town Manager.~~

Special Provisions

Pay Advances are not granted for Paid Time Off.

Discretionary Annual Payment. The Town Manager may, at their sole discretion, approve an annual payment for a maximum of 40 hours of accumulated PTO for each employee. The paid PTO hours are deducted from that employee's accumulated total. To qualify under this paragraph employees must have taken one week PTO (other than scheduled Town holidays) during the preceding year.

Employees may take unpaid leave upon receiving prior approval from both their supervisor and the Town Manager.

PTO Accrual Schedule:

	Accrual Rate Per Hour	Accumulation (per 80-hour pay period)	Annual Accumulation
Employees with 0 through 5 years of service	0.097125	7.77	202
Employees with over 5 years through 10 years of service.	0.11635	9.31	242
Employees with over 10 years of service.	0.13558	10.85	282
FSLA Exempt, non-Department Head employees with 0 through 5 years of service	0.10625	8.5	221
FSLA Exempt, non-Department Head employees with 5 through 10 years of service	0.12548	10.04	261
FSLA Exempt, non-Department Head employees with over 10 years of service	0.13942	11.15	290
Department Heads with 0 through 5 years of service.	0.11635	9.31	242
Department Heads with over 5 through 10 years of service.	0.13558	10.85	282
Department Heads with over 10 years of service	0.14327	11.46	298

*Except where indicated otherwise.

	TOWN OF CLARKDALE HUMAN RESOURCES POLICY MANUAL	
POLICY NO. 5.01	SECTION V. LEAVES	PAID TIME OFF (PTO)
	ORIGINATION DATE: 1/10/2006	REVISION DATE(S): 1/13/2015, 7/1/2017, 11/27/2017, 8/24/2018, 10/23/2018, 8/9/2022, 1/9/24

Paid Time Off (PTO) is accrued and granted to all probationary and regular full-time and part-time employees in lieu of Vacation and Holidays. PTO is not available to temporary and seasonal employees.

PTO Accrual

PTO is a benefit accrued each pay period as outlined in the PTO Accrual Schedule per the number of hours paid per pay period (up to a maximum of eighty (80) hours and exclusive of on-call hours), the job classification, and the number of years of service with the Town of Clarkdale. This accrued time may be used for any purpose including holidays, a death in the family, vacation, personal business, family needs, etc.

Accrual of PTO will begin on the first day of employment and will continue through the final day of employment as provided herein.

When an employee at any time should become eligible for a change in their applicable PTO Accrual Schedule rate, that change shall take place at the beginning of the next full pay period following the date of eligibility change.

PTO time may not be taken unless previously accrued. In the event your department is closed on certain days during the year, you must have sufficient unused PTO accrued to be paid for that day.

The maximum hours allowed to build up in any PTO bank is 296 hours. Upon reaching this amount, an employee will no longer earn PTO until additional time off charged to PTO is taken. Once a PTO bank total is below the maximum, PTO will accrue at the previous rate.

PTO accruals are reflected on bi-weekly paystubs issued to each employee. Employees are responsible for tracking their individual accruals.

Procedure

Employees must submit a PTO request for time off in ADP and receive advance approval from their Supervisor/Department Head. Employees must request PTO at least three working days in advance for PTO requests of two working days or less; and must request PTO as least 10 working days in advance for PTO requests of over three working days.

Supervisor/Department Heads may deny requests for PTO if:

- Employee fails to request the time off within the time frames specified above or when the staffing requirements of the department are such that the time off cannot be granted.
- Employee has resigned or has been terminated and will be paid the balance of their accrued PTO hours. Unused PTO time does not extend the date of termination of employment.

Accrued hours of PTO used should equal the difference between actual hours worked and regularly

scheduled weekly hours and may not be used at any time to exceed an employee's regularly scheduled work week hours. For example:

- An employee who is regularly scheduled to work 40 hours per week, takes one PTO day off, but worked 35 hours for the week should request five hours of PTO to equal a total of 40 hours for the work week.
- An employee who is regularly scheduled to work 25 hours per week, takes one PTO day off, but worked 22 hours for the week, should request three hours of PTO to equal a total of 25 hours for the work week.

Special Provisions

Pay Advances are not granted for PTO.

Unpaid Time Off Requests

All accrued time off (i.e., PTO, sick time, comp time) must be exhausted before an employee can request unpaid time off. To request unpaid time off the employee must submit a Request for Town Manager Approval for Unpaid Time Off from their Department Head and the Town Manager for approval. Once approval has been received, the form must be provided to the Finance and Human Resources departments.

Discretionary Annual Payment

The Town Manager may, at their sole discretion, approve an annual payment for a maximum of forty (40) hours of accumulated PTO for each employee. The paid PTO hours are deducted from that employee's accumulated total. To be eligible, employees must have taken one week of PTO (exclusive of scheduled Town holidays) during the preceding year.

PTO Accrual Schedule:

	Accrual Rate Per Hour	Accumulation (per 80-hour pay period)	Annual Accumulation
Employees with 0 through 5 years of service	0.097125	7.77	202
Employees with over 5 years through 10 years of service.	0.11635	9.31	242
Employees with over 10 years of service.	0.13558	10.85	282
FSLA Exempt, non-Department Head employees with 0 through 5 years of service	0.10625	8.5	221
FSLA Exempt, non-Department Head employees with 5 through 10 years of service	0.12548	10.04	261
FSLA Exempt, non-Department Head employees with over 10 years of service	0.13942	11.15	290
Department Heads with 0 through 5 years of service.	0.11635	9.31	242
Department Heads with over 5 through 10 years of service.	0.13558	10.85	282
Department Heads with over 10 years of service	0.14327	11.46	298

	TOWN OF CLARKDALE HUMAN RESOURCES POLICY MANUAL	
POLICY NO. 3.08	SECTION BENEFITS	Holiday Pay Policy
	ORIGINATION DATE: 12/08/2023	REVISION DATE(S): New

Purpose:

To establish policy and provide relevant guidelines for holiday pay.

Policy:

Paid Time Off (PTO) is accrued in lieu of Holidays. Holidays observed by the Town of Clarkdale are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

Holidays falling on a Sunday will typically be observed the following Monday and holidays falling on a Saturday will typically be observed on the preceding Friday. The Town Manager may make an exception regarding the observed holiday. For example, Christmas Eve falls on a Sunday and Christmas Day falls on a Monday. Christmas Eve may be observed on the prior Friday.

A holiday may be defined as the Town observed holiday *or* the actual date of the holiday. In no case may an employee receive Holiday pay for working both an observed and actual holiday.

Additional holidays may be declared by the Town Council.

Holiday Pay Procedure Using PTO:

To receive pay for observed holiday, all employees must enter the appropriate number of PTO hours if the holiday or observed holiday falls on a regularly scheduled workday. If the holiday or observed holiday does not fall on a regularly scheduled workday, the employee does not need to enter PTO. Additionally, if an employee has already worked 40 or more hours with approval from their supervisor during the week of the holiday, they do not need to use PTO for the holiday.

Example 1:

The holiday falls on a Friday, the employee works Monday through Thursday for a total of 36 hours (9 hours/day), the employee enters 4 hours of PTO into ADP to receive pay for the holiday.

Example 2:

The holiday falls on a Friday, the employee works Monday through Thursday for a total of 40 hours (10 hours/day) with approval from their supervisor, the employee does not need to enter PTO into ADP.

Example 3:

The holiday falls on a Wednesday, the employee plans to work Monday, Tuesday and Thursday (9 hours/day) and Friday (4 hours) for a total 31, the employee enters 9 hours of PTO into ADP to receive pay for the holiday.

Working On a Holiday (Non-Exempt Employees):

Non-exempt employees required to work on a holiday will receive Holiday Pay at double (2x) their normal rate of pay for hours worked on a holiday. Employees working on a holiday must use the code “Holiday Pay” when entering their time worked into ADP.

Example 1:

Employee works three (3) days for a total of 30 hours and 10 hours on a holiday. The employee will receive 30 hours of straight time pay and 10 hours of Holiday Pay at two (2) times their hourly rate of pay.

Example 2:

Employee works four (4) days for a total of 40 hours and 10 hours on a holiday. The employee will receive 40 hours of straight time pay and 10 hours of Holiday Pay at two (2) times their hourly rate of pay.

Example 3:

Employee works four (4) days for a total of 40 hours, one day for 10 hours, and then 10 hours on a holiday. The employee will receive 40 hours of straight time pay, 10 hours at time and a half (1.5x for overtime)) and 10 hours of Holiday Pay at two (2) times their hourly rate of pay.

Example 4:

Employee works on the actual holiday verses the Town observed holiday. With approval by the Department Head, the employee will receive the Holiday Pay at two (2) times their hourly rate of pay.

Employees may not use PTO for a holiday if they have already reached 40 hours and are not required to work.

Non-exempt employees who have physically worked more than forty (40) hours during the holiday week have the option to be compensated in the form of “comp time” credit with approval from their supervisor as outlined in the Overtime Policy. Holiday pay as described above does not apply.

Employees on unpaid leave during a holiday are not required to take PTO for the holiday.

	TOWN OF CLARKDALE HUMAN RESOURCES POLICY MANUAL	
POLICY NO. 6.10	SECTION VI. WORKPLACE CONDUCT & DISCIPLINE	PERSONNEL BOARD
	ORIGINATION DATE: 1/10/2006	REVISION DATE(S):

POLICY: A three (3) member Personnel Board shall be appointed by the Town Manager and shall consist of: 1) a personnel director, human resources director or equivalent from a government entity located within Yavapai County; 2) a citizen of the Verde Valley with a professional background or education in legal, governmental, social services, or related fields; and 3) a citizen from the Town of Clarkdale. The members shall select from among themselves the Chairman of the Board.

Meeting

The Personnel Board may hold meetings at such time and place within the Town as shall be designated by the Chairman of the Board. Any meeting may be adjourned to a certain time and to place designated by the Chairman. The Board may hold meetings upon the call of the Chairman, a majority of the members of the Board shall constitute a quorum for the transaction of business. Meetings shall be conducted informally in accordance with such sections and procedures as may be adopted by the Personnel Board.

Duties

The duties of the Personnel Board shall consist solely of the conduct of meetings relating to, and the rendering of advisory opinions on matters properly brought before the Board under the appeal procedures established in Section 13 of this document.

	TOWN OF CLARKDALE HUMAN RESOURCES POLICY MANUAL	
POLICY NO. 6.10	SECTION VI. WORKPLACE CONDUCT & DISCIPLINE	POST DETERMINATION HEARING AND APPEAL
	ORIGINATION DATE: 1/10/2006	REVISION DATE(S): 01/23/24

POLICY

Any regular, full-time, classified employee will have the right to appeal any disciplinary action which involves termination, demotion, or suspension without pay with review by an independent Hearing Officer. For sworn law enforcement officers the Town will additionally comply with all applicable provisions of A.R.S. § 38-1101 et seq.

PROCEDURES

Hearing Officers

1. The Hearing Officer list will consist of one or more neutral individuals with training and experience in personnel administration, law, due process, or possess other comparable and adequate qualifications.
2. The Town shall pay the reasonable fees and costs of the Hearing Officer.
3. The Hearing Officer will not represent either the Town or the appellant.
4. The Human Resources Department will provide administrative support to the Hearing Officer.

Appeal Process

1. To appeal the department head's decision regarding suspension without pay longer than twenty-four (24) hours, demotion or termination, the employee must request an appeal within seven (7) calendar days of receiving the notice from the department head.
2. The appeal must be a written statement and sent to the department head and Human Resources, explaining the matter being appealed and the specific grounds for the appeal.
3. The department head's determination shall be in effect pending any subsequent findings by the Hearing Officer.
4. Upon receiving a request for an appeal, Human Resources will set a date, time, and place for the Hearing Officer to review the materials within forty-five (45) calendar days from the effective date of the disciplinary action.
5. Failure to file an appeal within seven (7) calendar days of the department head's decision will constitute a waiver of any appeal rights, and the department head's decision becomes final.

Review Process

1. The appellant and the department head shall submit to Human Resources a list of exhibits for the Hearing Officer to review no later than seven (7) calendar days prior to the date of the review hearing.
2. The proposed testimony and exhibits must be relevant to the written appeal filed by the appellant. Any proposed testimony or exhibits not relevant to the appeal shall not be presented or considered.
3. The Hearing Officer may exclude certain documents if such evidence is irrelevant, redundant, or overly prejudicial.

4. If requested by either party, the Hearing Officer may grant an extension of time if good cause is shown.
5. Review Hearing Procedures
 - a) All hearings shall be informal, except that testimony shall be given under oath or affirmation administered by the Hearing Officer. The Rules of Evidence will not apply, except for those relating to irrelevant, incompetent, or cumulative evidence or testimony, and statutory provisions relating to privileged communications. The Hearing Officer shall rule on all objections and disallow testimony or evidence that is irrelevant, immaterial, incompetent, or cumulative.
 - b) Any party shall have the right to appear at any hearing in person and at their own expense with counsel.
 - c) The standard of proof is whether a preponderance of the evidence establishes the facts underlying the disciplinary action and, if so, whether the discipline was arbitrarily imposed or taken without any just cause. Any legal authority which a party wants the Hearing Officer to consider shall be put in the form of a legal memorandum and shall be filed prior to or at the close of the hearing, or at such other time as ordered by the Hearing Officer.
 - d) The Hearing Officer will exclude all non-party witnesses from the hearing room. All nonparty witnesses who will testify at the hearing will be excluded until the time they testify and until they are released from exclusion by the Hearing Officer. The Hearing Officer shall admonish each witness not to discuss their testimony with anyone other than the Town's legal counsel, Appellant or Appellant's Representative prior to being released from exclusion by the Hearing Officer. The Hearing Officer reserves the discretion and the right to remove any person from the hearing at any time for disruptive behavior.
 - e) Order of Proceedings:
 - i. Opening statement of Town (approximately 10 minutes unless the Hearing Officer allows more time at the time of the hearing. If additional time is granted, the other party shall be allowed an equal amount of time for their opening statement). Opening statement of Appellant (approximately 10 minutes unless the Hearing Officer granted additional time for the Town's opening statement. An equal amount of time will be allowed for the opening statement of the Appellant).
 - ii. The Hearing Officer will administer the following oath or affirmation to each witness. "Do you swear (or affirm) that the testimony you are about to give in this proceeding shall be the truth and nothing but the truth?" Direct examination, cross-examination, and redirect examination of Town's witnesses.
 - iii. Direct examination, cross-examination, and redirect examination of Appellant's witnesses.
 - iv. Testimony of Town's rebuttal witnesses, if any.
 - v. Closing argument of the Appellant (approximately 10 minutes unless the Hearing Officer allows more time).
 - vi. Closing argument of Town (approximately 10 minutes unless the Hearing Officer allows more time).
6. The Hearing Officer's findings may not include recommendations that the Town Manager affirm, revoke, or modify the employment action taken. The findings of the Hearing Officer shall be limited to a determination of whether the Town followed policies regarding the imposition of the disciplinary action, whether the facts underlying the discipline were proven by a preponderance of the evidence, and whether there was just cause for the disciplinary action.

7. The Hearing Officer's findings will be provided in writing to the appellant, the Town Manager, the department head, and Human Resources within seven (7) calendar days of the hearing.
8. The Town Manager will consider the findings of the Hearing Officer in making a final decision and will inform the appellant and Human Resources within fourteen (14) calendar days of their decision.
9. The action of the Town Manager will be final.



Staff Report

Item Number: 7.D.

Agenda Item: **Remodel of the Clarkdale Police Department**
Discuss, consider and act upon the proposed remodeling of the Police Department building for the total amount of \$89,688.62.

Staff Contact: Randy Taylor, Police Chief

Meeting Date: January 23, 2024

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

- Goal Area 6 - Strategically invest in organizational development to enhance efficiency and service delivery and to attract and retain an exemplary workforce.

Background: The Police Department, in an effort to recruit and retain qualified staff and to enhance our physical fitness program, proposes to remodel one restroom and create a fitness area in the basement.

We have received a quote to include locker rooms and remodel an existing bathroom to include new tile floors, new fixtures, all new plumbing and electrical work for \$65,260.81.

We have also received a quote to remodel the basement into a fitness area to include updated electrical and plumbing, new flooring, and a concrete slab outside for \$24,427.81.

Article 6-2-C (4) requires Council approval for all purchases which exceed \$75,000. Article 6-2-D (2) allows procurement of materials under cooperative purchasing agreements which are deemed advantageous to the Town by the Council. These quotes have been submitted through Gordian, a contractor with the Yavapai College cooperative purchasing agreement.

Budget Impact: CIP G10 PD Building Rehab and Improvements (24-5-0800-8000) was budgeted at \$106,075 and approved by Council.

Recommendation: Staff recommends that the Council approve the remodeling of the Police Department building for the total amount of \$89,688.62.



www.eziqc.com

Job Order Contract
Price Proposal Summary - CSI

Date: January 12, 2024
Contract Number: YC-JOC 21-326 (eziQC)
Job Order Number: 24-Town of Clarkdale-0001.00
Job Order Title: Clarkdale Police- Bathroom Remodel
Proposal created by
Contractor: Haley Construction Company
Proposal Value: \$65,260.81
Proposal Name: Clarkdale Police- Bathroom Remodel 03
Detailed Scope: Remodel existing bathroom
Demo existing, new tile floors, new shower with new vanity and toilet and all new plumbing, rework electrical, new tile wainscot, new lockers new paint

01 - General Requirements:	\$28,370.97
02 - Site Work:	\$804.52
06 - Wood, Plastic, and Composites:	\$538.43
09 - Finishes:	\$12,370.84
10 - Specialties:	\$9,265.84
12 - Furnishings:	\$1,573.25
22 - Plumbing:	\$12,336.96
Proposal Total	\$65,260.81

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.
PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: 1.87%

Job Order Contract

Price Proposal Detail - CSI

Date: January 12, 2024

Contract Number: YC-JOC 21-326 (ezIQ)

Job Order Number: 24-Town of Clarkdale-0001.00

Job Order Title: Clarkdale Police- Bathroom Remodel

Proposal created by Contractor: Haley Construction Company

Proposal Value: \$65,260.81

Proposal Name: Clarkdale Police- Bathroom Remodel 03

Adjustment Factor(s) Used: 1.0000-No Adjustment, 1.5640-Normal Working Hours - Owner Funded

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
1	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$6,366.11
			Installation	Quantity Unit Price Factor Total 80.00 x \$50.88 x 1.5640 = \$6,366.11	
		User Note: Electrical work is unspecified so this is a place holder,			
2	01 22 20 00 0010	Mod		For Foreman, Add	\$158.90
			Installation	Quantity Unit Price Factor Total 40.00 x \$2.54 x 1.5640 = \$158.90	
3	01 22 20 00 0026		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$8,414.32
			Installation	Quantity Unit Price Factor Total 80.00 x \$67.25 x 1.5640 = \$8,414.32	
		User Note: There will be some unspecified plumbing work due to age and unknown conditions of existing			
4	01 22 20 00 0057		HR	Principal Architect	\$9,853.20
			Installation	Quantity Unit Price Factor Total 30.00 x \$210.00 x 1.5640 = \$9,853.20	
		User Note: Provide permittable design documents drawings			
5	01 56 16 00 0002		SF	6 Mil, Plastic Sheeting, Applied To Floors	\$5.32
			Installation	Quantity Unit Price Factor Total 20.00 x \$0.17 x 1.5640 = \$5.32	
		User Note: Dust control during construction			
6	01 56 16 00 0003		SF	6 Mil, Plastic Sheeting, Applied To Walls	\$6.57
			Installation	Quantity Unit Price Factor Total 20.00 x \$0.21 x 1.5640 = \$6.57	
		User Note: Dust control during construction			
7	01 56 16 00 0004		SF	6 Mil, Plastic Sheeting, Applied To Ceilings	\$8.45
			Installation	Quantity Unit Price Factor Total 20.00 x \$0.27 x 1.5640 = \$8.45	
		User Note: Dust control during construction			
8	01 74 19 00 0015		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$3,558.10
			Installation	Quantity Unit Price Factor Total 5.00 x \$455.00 x 1.5640 = \$3,558.10	
		User Note: Dumpster for demo and construction debris			
Subtotal for 01 - General Requirements:					\$28,370.97

02 - Site Work

Price Proposal Detail - CSI Continues..

Job Order Number: 24-Town of Clarkdale-0001.00
Job Order Title: Clarkdale Police- Bathroom Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
02 - Site Work					
9	02 41 19 16 0010		SF	Demolish Furred Plastered Ceiling	\$168.91
			Installation	Quantity 120.00 x Unit Price \$0.90 x Factor 1.5640 = Total \$168.91	
		User Note: Demo existing ceiling plaster and lath			
10	02 41 19 16 0045		SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 1 Side	\$635.61
			Installation	Quantity 320.00 x Unit Price \$1.27 x Factor 1.5640 = Total \$635.61	
		User Note: Demo existing walls plaster and lath			
Subtotal for 02 - Site Work:					\$804.52
06 - Wood, Plastic, and Composites					
11	06 41 13 00 0226		EA	30" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Wood Face Frame, Thermofoil Door and Drawer Front, Base Cabinet	\$498.74
			Installation	Quantity 1.00 x Unit Price \$318.89 x Factor 1.5640 = Total \$498.74	
		User Note: New vanity cabinet			
12	06 41 13 00 0437		LF	Removal And Reinstallation Of Plastic Laminated Countertops	\$39.69
			Installation	Quantity 3.00 x Unit Price \$8.46 x Factor 1.5640 = Total \$39.69	
		User Note: Remove existing counter tops			
Subtotal for 06 - Wood, Plastic, and Composites:					\$538.43
09 - Finishes					
13	09 29 10 00 0006		SF	5/8" Gypsum Board	\$167.35
			Installation	Quantity 100.00 x Unit Price \$1.07 x Factor 1.5640 = Total \$167.35	
		User Note: New gyp board assemblies			
14	09 29 10 00 0009		SF	5/8" Type X Fire Rated Gypsum Board	\$71.32
			Installation	Quantity 40.00 x Unit Price \$1.14 x Factor 1.5640 = Total \$71.32	
		User Note: New gyp board assemblies			
15	09 29 10 00 0017		SF	5/8" Moisture Resistant Gypsum Board	\$75.70
			Installation	Quantity 40.00 x Unit Price \$1.21 x Factor 1.5640 = Total \$75.70	
		User Note: New gyp board assemblies			
16	09 29 10 00 0038		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board	\$140.13
			Installation	Quantity 320.00 x Unit Price \$0.28 x Factor 1.5640 = Total \$140.13	
		User Note: New gyp board assemblies			
17	09 29 10 00 0041		SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board	\$67.56
			Installation	Quantity 120.00 x Unit Price \$0.36 x Factor 1.5640 = Total \$67.56	
		User Note: New gyp board assemblies			

Price Proposal Detail - CSI Continues..

Job Order Number: 24-Town of Clarkdale-0001.00
Job Order Title: Clarkdale Police- Bathroom Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
09 - Finishes					
18	09 29 10 00 0044		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board	\$36.91
				Quantity	Unit Price
			Installation	40.00 x	\$0.59 x
					Factor =
					Total
					\$36.91
			User Note: New gyp board assemblies		
19	09 29 10 00 0051		LF	Corner Bead, Galvanized Steel For Gypsum Board	\$121.99
				Quantity	Unit Price
			Installation	40.00 x	\$1.95 x
					Factor =
					Total
					\$121.99
			User Note: New gyp board assemblies		
20	09 30 13 00 0002		SF	2" x 2" x 1/4" Thick, Mounted, Unpolished Ceramic Floor Tile Tiles mounted from back, side or front in 12" x 12", 12" x 24", 12" x 48", or similar sized sheets.	\$225.97
				Quantity	Unit Price
			Installation	16.00 x	\$9.03 x
					Factor =
					Total
					\$225.97
			User Note: tile flooring at shower pan		
21	09 30 13 00 0002	Mod		For Up To 50, Add	\$106.35
				Quantity	Unit Price
			Installation	16.00 x	\$4.25 x
					Factor =
					Total
					\$106.35
22	09 30 13 00 0004		SF	8" x 8" And Larger Unmounted Floor Tile Includes glazed porcelain , unglazed porcelain and glazed ceramic tiles.	\$1,224.92
				Quantity	Unit Price
			Installation	80.00 x	\$9.79 x
					Factor =
					Total
					\$1,224.92
			User Note: new large format floor tile		
23	09 30 13 00 0004	Mod		For >50 To 250, Add	\$82.58
				Quantity	Unit Price
			Installation	80.00 x	\$0.66 x
					Factor =
					Total
					\$82.58
24	09 30 13 00 0007		SF	8" x 8" And Larger Unmounted Wall Tile Includes glazed porcelain , unglazed porcelain and glazed ceramic tiles.	\$4,121.14
				Quantity	Unit Price
			Installation	250.00 x	\$10.54 x
					Factor =
					Total
					\$4,121.14
			User Note: New wall tile, 5' above finish floor and entire shower surround		
25	09 30 13 00 0007	Mod		For >50 To 250, Add	\$316.71
				Quantity	Unit Price
			Installation	250.00 x	\$0.81 x
					Factor =
					Total
					\$316.71
26	09 34 00 00 0002		SF	Waterproof And Crack Prevention Membrane, RedGard®	\$345.33
				Quantity	Unit Price
			Installation	120.00 x	\$1.84 x
					Factor =
					Total
					\$345.33
			User Note: shower waterproofing applied membrane		
27	09 34 00 00 0005		EA	48" x 48", Prefabricated Assembly For Tiled Showers (Schluter® KERDI Shower ST/SC)	\$1,170.92
				Quantity	Unit Price
			Installation	1.00 x	\$748.67 x
					Factor =
					Total
					\$1,170.92
			User Note: Waterproof shower pan		
28	09 34 00 00 0010		EA	4-1/2" Width, 6" Height, 48" Length, Prefabricated Polystyrene Shower Curb (Schluter® SC-122)	\$137.19
				Quantity	Unit Price
			Installation	1.00 x	\$87.72 x
					Factor =
					Total
					\$137.19
			User Note: Prefab shower curb		

Price Proposal Detail - CSI Continues..

Job Order Number: 24-Town of Clarkdale-0001.00
Job Order Title: Clarkdale Police- Bathroom Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
09 - Finishes					
29	09 34 00 00 0026		SF	0.008" Polyethylene Membrane With Polypropylene Fleece Laminated On Both Sides, Bonded Waterproof Underlayment Membrane (Schluter® KERDI 200/5M)	\$372.23
			Quantity	Unit Price	Factor
			Installation	100.00 x	\$2.38 x 1.5640 =
					Total \$372.23
			User Note: Waterproof underlayment		
30	09 39 00 00 0009		LF	1/2" Height, Satin Anodized Aluminum Cove Shaped Transition Profile Trim For Tile (Schluter® Dilex-AHK)	\$340.95
			Quantity	Unit Price	Factor
			Installation	50.00 x	\$4.36 x 1.5640 =
					Total \$340.95
			User Note: trim metal at tile floor to wall transition		
31	09 39 00 00 0018		SF	5/8" Tile Substrate And Building Panel (Schluter® KERDI BOARD)	\$2,425.42
			Quantity	Unit Price	Factor
			Installation	266.00 x	\$5.83 x 1.5640 =
					Total \$2,425.42
			User Note: Backer board at all tile areas		
32	09 39 00 00 0041		LF	1/2" Height, Aluminum Edge Protection Trim For Tile (Schluter® QUADEC)	\$225.22
			Quantity	Unit Price	Factor
			Installation	40.00 x	\$3.60 x 1.5640 =
					Total \$225.22
			User Note: trim metal at outside corners		
33	09 65 16 23 0002		SF	0.080" Overall Thickness, 0.080" Wear Layer, Homogeneous, Commercial Vinyl Sheet Flooring (Armstrong® Medintech®)	\$73.20
			Quantity	Unit Price	Factor
			Installation	0.00 x	\$6.39 x 1.5640 =
			Demolition	120.00 x	\$0.39 x 1.5640 =
					Total \$0.00
					Total \$73.20
			User Note: Remove existing vinyl flooring		
34	09 91 23 00 0067		SF	2 Coats Paint, Sprayed, Paint Interior Plaster/Drywall Walls	\$280.27
			Quantity	Unit Price	Factor
			Installation	320.00 x	\$0.56 x 1.5640 =
					Total \$280.27
			User Note: New paint one color		
35	09 91 23 00 0067	Mod		For Epoxy Paint, Add	\$45.04
			Quantity	Unit Price	Factor
			Installation	320.00 x	\$0.09 x 1.5640 =
					Total \$45.04
36	09 91 23 00 0067	Mod	SF	For Each Coat With Egg Shell Finish, Add	\$5.00
			Quantity	Unit Price	Factor
			Installation	320.00 x	\$0.01 x 1.5640 =
					Total \$5.00
37	09 91 23 00 0067	Mod		For >250 To 500, Add	\$30.03
			Quantity	Unit Price	Factor
			Installation	320.00 x	\$0.06 x 1.5640 =
					Total \$30.03
38	09 91 23 00 0156		SF	2 Coats Paint, Sprayed, Paint Interior Drywall/Plaster Ceiling	\$112.61
			Quantity	Unit Price	Factor
			Installation	120.00 x	\$0.60 x 1.5640 =
					Total \$112.61
			User Note: New paint one color		
39	09 91 23 00 0156	Mod		For Epoxy Paint, Add	\$18.77
			Quantity	Unit Price	Factor
			Installation	120.00 x	\$0.10 x 1.5640 =
					Total \$18.77
40	09 91 23 00 0156	Mod		For >100 To 250, Add	\$30.03
			Quantity	Unit Price	Factor
			Installation	120.00 x	\$0.16 x 1.5640 =
					Total \$30.03

Price Proposal Detail - CSI Continues..

Job Order Number: 24-Town of Clarkdale-0001.00
Job Order Title: Clarkdale Police- Bathroom Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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Subtotal for 09 - Finishes: **\$12,370.84**

10 - Specialties

41	10 00 00 00 00 001			Clarkdale PD Folding Bench	\$1,222.00
		NPP Task			
		Installation	Quantity	Unit Price	Factor
			1.00 x	\$1,222.00 x	1.0000 =
					Total
					\$1,222.00
		User Note:	Folding Bench		
42	10 28 13 13 0138	EA		36" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x36)	\$74.87
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$47.87 x	1.5640 =
					Total
					\$74.87
		User Note:	Grab Bars		
43	10 28 13 13 0138	Mod		For Peened Grip, Add	\$4.14
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$2.65 x	1.5640 =
					Total
					\$4.14
44	10 28 13 13 0139	EA		42" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x42)	\$78.83
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$50.40 x	1.5640 =
					Total
					\$78.83
		User Note:	Grab bars		
45	10 28 13 13 0139	Mod		For Peened Grip, Add	\$4.50
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$2.88 x	1.5640 =
					Total
					\$4.50
46	10 51 13 00 0098	EA		12" x 18" x 60" Single Tier Athletic Locker	\$6,389.53
			Quantity	Unit Price	Factor
		Installation	13.00 x	\$314.26 x	1.5640 =
					Total
					\$6,389.53
		User Note:	Lockers		
47	10 51 13 00 0189	LF		18" Deep, 16 Gauge Continuous Slope Top	\$580.07
			Quantity	Unit Price	Factor
		Installation	13.00 x	\$28.53 x	1.5640 =
					Total
					\$580.07
		User Note:	Lockers		
48	10 51 13 00 0211	PR		18" Deep, Continuous Slope Top End Closures	\$156.15
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$24.96 x	1.5640 =
					Total
					\$156.15
		User Note:	Lockers		
49	10 51 13 00 0222	EA		12" Wide, 6" High Closed Front Base	\$237.07
			Quantity	Unit Price	Factor
		Installation	13.00 x	\$11.66 x	1.5640 =
					Total
					\$237.07
		User Note:	Lockers		
50	10 51 13 00 0229	EA		18" Deep, 6" High Closed End Base	\$108.54
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$17.35 x	1.5640 =
					Total
					\$108.54
		User Note:	Lockers		
51	10 51 13 00 0258	EA		18" Deep x 60" High, 16 Gauge End Panel	\$410.14
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$65.56 x	1.5640 =
					Total
					\$410.14
		User Note:	Lockers		

Subtotal for 10 - Specialties: **\$9,265.84**

Price Proposal Detail - CSI Continues..

Job Order Number: 24-Town of Clarkdale-0001.00
Job Order Title: Clarkdale Police- Bathroom Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
12 - Furnishings					
52	12 36 61 19 0002		SF	3/4" Thick, Quartz Agglomerate Countertop Without Backsplash	\$1,399.86
			Installation	Quantity 15.00 x Unit Price \$59.67 x Factor 1.5640 =	Total \$1,399.86
		User Note: Vanity sink top			
53	12 36 61 19 0006		LF	Quartz Agglomerate Countertop End Splash For Quartz Agglomerate Countertops	\$49.97
			Installation	Quantity 3.00 x Unit Price \$10.65 x Factor 1.5640 =	Total \$49.97
		User Note: Vanity sink top			
54	12 36 61 19 0007		EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop	\$123.42
			Installation	Quantity 1.00 x Unit Price \$78.91 x Factor 1.5640 =	Total \$123.42
		User Note: Vanity sink top, sink cut out			
Subtotal for 12 - Furnishings:					\$1,573.25
22 - Plumbing					
55	22 05 76 00 0017		EA	5-1/2" Diameter Wall Cover For Cleanout, Screwed	\$118.44
			Installation	Quantity 1.00 x Unit Price \$75.73 x Factor 1.5640 =	Total \$118.44
		User Note: Cleanout cover			
56	22 07 19 00 0527		LF	1/2" I.D. (5/8" O.D.) Diameter Pipe, 3/4" Wall Polyolefin Tubing Flexible Closed Cell Foam Insulation	\$620.28
			Installation	Quantity 60.00 x Unit Price \$6.61 x Factor 1.5640 =	Total \$620.28
		User Note: Pipe insulation			
57	22 07 19 00 0527	Mod		For Work In Restricted Working Space, Add	\$145.45
			Installation	Quantity 60.00 x Unit Price \$1.55 x Factor 1.5640 =	Total \$145.45
58	22 11 16 00 0373		LF	1/2" Hard Drawn Type L Copper Tube/Pipe	\$470.76
			Installation	Quantity 100.00 x Unit Price \$3.01 x Factor 1.5640 =	Total \$470.76
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			
59	22 11 16 00 0644		EA	1/2" Crimped Copper 90 Degree Elbow	\$461.07
			Installation	Quantity 20.00 x Unit Price \$14.74 x Factor 1.5640 =	Total \$461.07
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			
60	22 11 16 00 0654		EA	1/2" Crimped Copper 45 Degree Elbow	\$476.71
			Installation	Quantity 20.00 x Unit Price \$15.24 x Factor 1.5640 =	Total \$476.71
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			
61	22 11 16 00 0664		EA	1/2" Crimped Copper Straight Tee	\$335.63
			Installation	Quantity 10.00 x Unit Price \$21.46 x Factor 1.5640 =	Total \$335.63
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			

Price Proposal Detail - CSI Continues..

Job Order Number: 24-Town of Clarkdale-0001.00
Job Order Title: Clarkdale Police- Bathroom Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
22 - Plumbing					
62	22 11 16 00 0674	EA		3/4" Crimped Copper Reducing Tee	\$201.05
			Quantity	Unit Price	Factor
		Installation	5.00 x	\$25.71 x	1.5640 =
					Total
					\$201.05
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			
63	22 11 16 00 0683	EA		1/2" Crimped Copper Coupling	\$453.56
			Quantity	Unit Price	Factor
		Installation	20.00 x	\$14.50 x	1.5640 =
					Total
					\$453.56
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			
64	22 11 16 00 0702	EA		1/2" Crimped Copper Male Adapter	\$95.78
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$15.31 x	1.5640 =
					Total
					\$95.78
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			
65	22 11 16 00 0712	EA		1/2" Crimped Copper Female Adapter	\$93.28
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$14.91 x	1.5640 =
					Total
					\$93.28
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			
66	22 11 16 00 0719	EA		1/2" Crimped Copper Cap	\$155.31
			Quantity	Unit Price	Factor
		Installation	10.00 x	\$9.93 x	1.5640 =
					Total
					\$155.31
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			
67	22 11 16 00 0736	EA		1/2" C x C Bronze Crimped Union	\$163.28
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$26.10 x	1.5640 =
					Total
					\$163.28
		User Note: new copper piping for shower, sink and toilet. Quantity estimated.			
68	22 11 19 00 0111	EA		1/2" IPS, Chrome Plated Brass Escutcheon With Setscrew	\$106.27
			Quantity	Unit Price	Factor
		Installation	3.00 x	\$22.65 x	1.5640 =
					Total
					\$106.27
		User Note: trim at hot and cold water supplies x3			
69	22 13 13 00 0003	EA		Floor Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and flush valve.	\$1,135.54
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$726.05 x	1.5640 =
					Total
					\$1,135.54
		User Note: water closet rough-in			
70	22 13 13 00 0035	EA		Countertop Kitchen Sink, Gang Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and faucet.	\$574.30
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$367.20 x	1.5640 =
					Total
					\$574.30
		User Note: Place holder for countertop LAV sink rough-in			
71	22 13 13 00 0039	EA		Shower, Gang Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, shower heads and faucets.	\$539.52
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$344.96 x	1.5640 =
					Total
					\$539.52
		User Note: Shower rough-in			

Price Proposal Detail - CSI Continues..

Job Order Number: 24-Town of Clarkdale-0001.00
Job Order Title: Clarkdale Police- Bathroom Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
22 - Plumbing					
72	22 34 13 00 0008	EA		7.4 GPM, Direct Vent, Indoor Mount, Instantaneous, Tankless, Gas Domestic Water Heater (Rheem RTG-74DVN)	\$3,428.16
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$2,191.92 x	1.5640 =
					Total \$3,428.16
		User Note: New in line water heater			
73	22 42 13 13 0009	EA		Flush Valve Type, Siphon Jet, Floor Mounted, Floor Outlet, Elongated Vitreous China Water Closet (Kohler® Wellcomme™)	\$806.16
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$449.93 x	1.5640 =
		Demolition	1.00 x	\$65.52 x	1.5640 =
					Total \$703.69
					\$102.47
		User Note: Remove and replace existing water closet			
74	22 42 16 13 0013	EA		20" x 18" Oval Vitreous China Countertop Lavatory (Kohler® Pennington®)	\$644.54
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$361.07 x	1.5640 =
		Demolition	1.00 x	\$51.04 x	1.5640 =
					Total \$564.71
					\$79.83
		User Note: New sink, remove old sink and top			
75	22 42 39 00 0030	EA		Widespread Lavatory Gooseneck Faucet With Chrome Lever Handles (Delta 3579LF-WFHDF)	\$402.75
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$234.83 x	1.5640 =
		Demolition	1.00 x	\$22.68 x	1.5640 =
					Total \$367.27
					\$35.47
		User Note: New faucet, remove existing sink faucet			
76	22 42 39 00 0061	EA		Concealed Thermostatic/Pressure Balancing Control Valve With Chrome Plated Shower Head (Chicago Faucet 2502-600CP)	\$909.12
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$581.28 x	1.5640 =
					Total \$909.12
		User Note: PLACE HOLDER FOR DELTA HEAD NOT IN CATALOG. New shower control valve and head			
Subtotal for 22 - Plumbing:					\$12,336.96
Proposal Total					\$65,260.81

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.
 PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: 1.87%



www.eziqc.com

Job Order Contract
Price Proposal Summary - CSI

Date: January 12, 2024
Contract Number: YC-JOC 21-326 (eziQC)
Job Order Number: 24-Town of Clarkdale-0002.00
Job Order Title: Clarkdale Police- Fitness Room Remodel
Proposal created by
Contractor: Haley Construction Company
Proposal Value: \$24,427.81
Proposal Name: Clarkdale Police- Fitness Room Remodel 04
Detailed Scope: Fitness room remodel in lower level of historic Clarkdale Police department building to include design docs, updated electrical, plumbing repairs, new paint, new flooring, new electrical fixtures, concrete slabe poured outside for additional workout equipment.

01 - General Requirements:	\$6,005.89
02 - Site Work:	\$2,482.07
06 - Wood, Plastic, and Composites:	\$10,386.49
09 - Finishes:	\$5,553.36
Proposal Total	\$24,427.81

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.
PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: 0.00%

Job Order Contract

Price Proposal Detail - CSI

Date: January 12, 2024

Contract Number: YC-JOC 21-326 (ezIQc)

Job Order Number: 24-Town of Clarkdale-0002.00

Job Order Title: Clarkdale Police- Fitness Room Remodel

Proposal created by Contractor: Haley Construction Company

Proposal Value: \$24,427.81

Proposal Name: Clarkdale Police- Fitness Room Remodel 04

Adjustment Factor(s) Used: 1.5640-Normal Working Hours - Owner Funded

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
1	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,273.22
			Installation	Quantity 16.00 x Unit Price \$50.88 x Factor 1.5640 = Total \$1,273.22	
User Note: Repairing or adding fixtures unknown in the scope. Existing system is old and conditions unknown.					
2	01 22 20 00 0026		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,682.86
			Installation	Quantity 16.00 x Unit Price \$67.25 x Factor 1.5640 = Total \$1,682.86	
User Note: Repairing or reworking miscellaneous plumbing. Existing system is old and conditions unknown.					
3	01 56 16 00 0002		SF	6 Mil, Plastic Sheeting, Applied To Floors	\$53.18
			Installation	Quantity 200.00 x Unit Price \$0.17 x Factor 1.5640 = Total \$53.18	
User Note: Protection of existing conditions					
4	01 56 16 00 0003		SF	6 Mil, Plastic Sheeting, Applied To Walls	\$65.69
			Installation	Quantity 200.00 x Unit Price \$0.21 x Factor 1.5640 = Total \$65.69	
User Note: Protection of existing conditions					
5	01 56 16 00 0004		SF	6 Mil, Plastic Sheeting, Applied To Ceilings	\$84.46
			Installation	Quantity 200.00 x Unit Price \$0.27 x Factor 1.5640 = Total \$84.46	
User Note: Protection of existing conditions					
6	01 74 19 00 0015		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$2,846.48
			Installation	Quantity 4.00 x Unit Price \$455.00 x Factor 1.5640 = Total \$2,846.48	
User Note: Demo debris and construction debris removal					

Subtotal for 01 - General Requirements: \$6,005.89

02 - Site Work

7	02 41 16 13 0003		GSF	Up To 2,000 SF Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck	\$2,482.07
			Installation	Quantity 300.00 x Unit Price \$5.29 x Factor 1.5640 = Total \$2,482.07	
User Note: Demo of existing room					

Subtotal for 02 - Site Work: \$2,482.07

06 - Wood, Plastic, and Composites

Price Proposal Detail - CSI Continues..

Job Order Number: 24-Town of Clarkdale-0002.00
Job Order Title: Clarkdale Police- Fitness Room Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
06 - Wood, Plastic, and Composites					
8	06 41 13 00 0433		EA	36" Wide, 84" High x 24" Deep, Four Doors, Solid Wood Face Frame and Decorative Laminate Veneer Doors, Pantry Cabinet	\$8,378.22
			Installation	Quantity 6.00 x Unit Price \$892.82 x Factor 1.5640 = Total \$8,378.22	
		User Note: Storage cabinets			
9	06 41 13 00 0433	Mod		For All Plywood Box Construction, Add	\$1,419.14
			Installation	Quantity 6.00 x Unit Price \$151.23 x Factor 1.5640 = Total \$1,419.14	
10	06 41 93 00 0002		EA	4" To 6" Long, 1/2" Diameter, Cabinet Bar Pull	\$90.09
			Installation	Quantity 4.00 x Unit Price \$14.40 x Factor 1.5640 = Total \$90.09	
		User Note: Storage cabinets			
11	06 41 93 00 0016		EA	Cabinet Spring Loaded Adjustable Barrel Ball Catch	\$303.54
			Installation	Quantity 8.00 x Unit Price \$24.26 x Factor 1.5640 = Total \$303.54	
		User Note: Storage cabinets			
12	06 41 93 00 0019		EA	Cabinet Door or Drawer Bored Lock with 2 Keys	\$195.50
			Installation	Quantity 4.00 x Unit Price \$31.25 x Factor 1.5640 = Total \$195.50	
		User Note: Storage cabinets			
Subtotal for 06 - Wood, Plastic, and Composites:					\$10,386.49
09 - Finishes					
13	09 05 61 13 0002		EA	Up To 200 SF, Water Vapor Emission Control System (Koester VAP 1-2000)Clear	\$2,419.74
			Installation	Quantity 1.00 x Unit Price \$1,547.15 x Factor 1.5640 = Total \$2,419.74	
		User Note: Floor prep for new rubber floor at gym area			
14	09 65 66 00 0003		SF	1/2" Height, Recycled Rubber, Interlocking Athletic Tile	\$1,891.81
			Installation	Quantity 240.00 x Unit Price \$5.04 x Factor 1.5640 = Total \$1,891.81	
		User Note: New rubber floor at gym area			
15	09 65 66 00 0003	Mod		For Colors, Add	\$275.26
			Installation	Quantity 200.00 x Unit Price \$0.88 x Factor 1.5640 = Total \$275.26	
16	09 91 23 00 0021		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Concrete Walls	\$628.73
			Installation	Quantity 600.00 x Unit Price \$0.67 x Factor 1.5640 = Total \$628.73	
		User Note: New Paint throughout			
17	09 91 23 00 0026		SF	1 Coat Bonding Agent, Brush/Roller Work, Paint Interior Concrete Walls	\$337.82
			Installation	Quantity 600.00 x Unit Price \$0.36 x Factor 1.5640 = Total \$337.82	
		User Note: New Paint throughout			
Subtotal for 09 - Finishes:					\$5,553.36
Proposal Total					\$24,427.81

Price Proposal Detail - CSI Continues..

Job Order Number: 24-Town of Clarkdale-0002.00
Job Order Title: Clarkdale Police- Fitness Room Remodel

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.
PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: 0.00%



Staff Report

Item Number: 7.E.

Agenda Item: **Cooperative Agreement for Broadway Pavement Overlay and Necessary Roadway Improvements**
Discuss, consider and act upon proposals received from Tiffany Construction in the amounts of \$191,034.12 and \$1,586,493 for the Broadway Overlay Phase I Improvements and the Broadway Overlay Phase II project.

Staff Contact: Lou Andersen, Public Works Director

Meeting Date: January 23, 2024

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: State Highway Funds are exchanged for Federal Surface Transportation Block Grant Program funds for Arizona cities, towns and counties with populations of 200,000 or less pursuant to Arizona Revised Statute §28-6993.G. Under the Highway User Revenue Funds (HURF) Exchange program, the Council of Government/Municipal Planning Organization can exchange the federal aid with Arizona Department of Transportation (ADOT) and receive 90% of the amount exchanged in State Highway Funds to use for projects.

Northern Arizona Council of Government (NACOG) programmed funding for improvements on Broadway Road from Palisades Drive to the Town's boundary with Cottonwood, hereinafter referred to as "Phase 2." Phase 2 will include, but not be limited to, milling and overlay, construction of a new bike path, construction of curb and gutter, sidewalks, signing and striping. The primary purpose is the improvement of the efficiency, reliability, and safety of the traveling public.

Broadway Phase 1 Overlay was completed in September 2020. Since that time, staff has noted several drainage issues, one of which was the roadside erosion that required urgent repairs in May 2023.

On May 9, 2023, Council approved an Additional Service Agreement with Ardurra Group, Inc. for the design of Broadway Phase 2 Overlay. The Town Engineering firm, Ardurra Group Inc., was also requested to complete design

for improvements to Broadway Phase 1.

On Sept. 26, 2023, Council approved the Intergovernmental Agreement for the Broadway Phase 2 project between Town of Clarkdale and the State of Arizona for the HURF Funds.

Arizona Revised Statutes §34 and §41 Chapter 23 allows the use of contracts that have been previously bid and contain cooperative agreement language when such contracts are favorable to the Town. Staff is proposing that the cooperative agreement clause from Coconino County with Tiffany Construction be utilized for this work. The proposals received for the scope of work developed by the staff are \$191,034.12 for Broadway Overlay Phase I Improvements and \$1,586,493 for Broadway Overlay Phase II.

Budget Impact:

CIP T01 Broadway Overlay Phase 2, HURF 03-5-0800-8000, \$889,780 budgeted (\$664,780 is HURF Exchange funding).

CIP T10 Broadway Phase 1 Improvements, 06-5-0800-8000, \$125,000 budgeted.

Fund 03 HURF Contingency \$123,837 budgeted amount remaining.

Fund 06 Streets Contingency \$24,098 budgeted amount remaining.

Fund 24 CIP (\$615,778) transferred to Fund 03 HURF instead of Fund 11 Wastewater. Wastewater Contingency 11-5-0700-9025 budgeted amount would be reduced to \$287,827 (comprised of \$253,605 Wastewater funds and \$34,222 Fund 24 transfer if necessary).

Recommendation:

Staff recommends that the Council approve the use of remaining HURF Contingency funds in the amount of \$123,837, approve use of remaining Streets Contingency funds in the amount of \$24,098, approve reallocation and use of \$615,778 from Fund 24 CIP to Fund 03, instead of Fund 11, approve the Tiffany Construction proposals in the amounts of \$191,034.12 and \$1,586,493 and authorize the Town Manager to sign all documents necessary for the Broadway Pavement Overlay and Improvements.

JOB ORDER CONTRACT

Between

Coconino County Flood Control District

and

Tiffany Construction Company, Inc.

Effective From: June 6, 2023 To: June 30, 2028

[AWARDED PURSUANT TO REQUEST FOR QUALIFICATIONS RFQ 2023-105]

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JOB ORDER CONTRACT

THIS JOB ORDER CONTRACT is entered into and made effective June 6th, 2023 (the "Effective Date") by and between the Coconino County Flood Control District, a political subdivision of the State of Arizona (the "District") and TIFFANY CONSTRUCTION COMPANY, INC., an Arizona corporation with offices at 7122 N. 27th Avenue Phoenix, Arizona 85051 (the "Contractor").

RECITALS

A. The District intends to contract to construct a number of Projects that will be constructed as Job Orders.

B. The Contractor has represented to the District the ability to provide or procure construction and design services and based on this representation the District engages the Contractor for these services.

AGREEMENT

NOW THEREFORE, for and in consideration of the introduction and recitals above, which are incorporated herein by reference, the mutual covenants and considerations hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the District and the Contractor as follows:

ARTICLE 1 - DEFINITIONS

1.1 "Construction Documents" means the plans, technical specifications and any approved Shop Drawings related to the Work.

1.2 "Contract" means this agreement including its attachments and all Job Orders that may be issued hereunder, and any modifications to this agreement, its attachments and its Job Orders. 1.3 "Contract Amendment" means a written modification to this Contract, executed by the District and the Contractor.

1.4 "Contract Documents" means the following items and documents in descending order of precedence executed by the District and the Contractor: (i) Job Orders, including any amendments thereto; (ii) Contract Amendments; (iii) this Contract, including all exhibits and attachments; (iv) the Request for Qualifications issued in conjunction with this Contract; (v) the Contractor's Proposal in response to the Request for Qualifications; and (vi) the Contractor Statement of Qualifications.

1.5 "Contract Services" means the services required of the Contractor by the Contract Documents.

1.6 "Contract Time" means the time set forth in Section 4 subject to Contract Amendments approved in accordance with this Contract.

1.7 “Contractor’s Representative” means the Contractor’s duly authorized representative specifically authorized to act for the Contractor by executing the Contract and any modifications thereto. The Contractor’s duties include administration of the Contract on behalf of the Contractor and performance of the Work.

1.8 “Cost of the Work” means the direct costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include the Contractor’s construction fee, general conditions costs, and taxes.

1.9 “Critical Path” means the time set forth in the Schedule (as described in Section 4.2) that represents the minimum time necessary to complete the sequence of dependent tasks in a Job Order.

1.10 “Day(s)” means calendar day(s) unless otherwise specifically noted in the Contract Documents.

1.11 “Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Job Order; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

1.12 “District’s Authorized Representative” means the firm or person or their properly authorized delegates designated by the District to oversee the Work.

1.13 “Engineer” means the architectural or engineering firm, if any, designated by the District to prepare plans and specifications for the Work and perform other design or submittal services as required by the District. If an Engineer is not designated, the Engineer’s duties will be performed by the person or entity designated by the District’s Authorized Representative.

1.14 “Final Acceptance” means the completion of a Job Order as prescribed in Section 3.7 below.

1.15 “Job Order” means a specific written agreement between the District and the Contractor for specified Work to be performed under this Contract, including a scope of Work, the Job Order Price, the Job Order Time and any special conditions that may apply. The Job Order includes the Construction Documents and any applicable special provisions included therein.

1.16 “Job Order Payment Request” means the District form used by the Contractor to request progress payments for Job Orders in accordance with Section 6 below.

1.17 “Job Order Price” means the sum of: (i) the maximum cost of the Work for a Job Order; (ii) the Contractor’s construction fee; (iii) the general conditions fee; (iv) taxes, bonds, insurances costs; (v) and contingency as proposed and approved.

1.18 “Job Order Time” means the time set forth in a Job Order specifying when the Contractor will perform the Work from the Job Order Notice-to-Proceed to Substantial Completion.

1.19 “Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasigovernmental entity having jurisdiction over a Site or any Work, including, but not limited to: (i) requirements of the respective “Authority Having Jurisdiction” (Coconino County, the District or the City of Flagstaff or other jurisdiction depending on location and permitting); (ii) Coconino County’s Engineering Design & Construction Criteria and Construction Standards; (iii) ADOT Standards and Specifications, current edition(s); (iv) MAG Standards and Specifications, current editions/revisions; and (v) Manual of Uniform Traffic Control Devices (MUTCD), current edition.

1.20 “Project” means the Work as carried out at a particular Site pursuant to a Job Order.

1.21 “Purchase Order” means the written documentation from the District confirming the scope of Work and agreed-upon compensation for a Job Order.

1.22 “Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

1.23 “Site” means the land or premises upon which the Work pursuant to a Job Order is to be performed.

1.24 “Subcontract” as used herein means any Contract, including purchase orders (other than one involving an employer-employee relationship) entered into by the Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.25 “Subcontractor” or “Subconsultant” means any person or entity retained by the Contractor as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.26 “Substantial Completion” means the Work has been completed in accordance with the Contract Documents to the extent that the District can use or occupy the entire Project, or the designated portion of the Project for the use intended without any outstanding, concurrent construction at the Site, except as may be required to complete or correct punch list items.

1.27 “Work” means any or all of the services that are set forth in any Job Order and all labor, services, incidental expenses and material necessary or incidental thereto.

ARTICLE 2 - CONTRACTOR’S SERVICES AND RESPONSIBILITIES

2.1 General Provisions.

A. General Information. This is a fixed unit price, indefinite quantity type Contract for the performance of a broad range of construction, repair and maintenance work on an

as-needed basis as may be required by the District. The specific work requirements will be identified in Job Orders to be issued by the District. Contract Services will include, but are not limited to the following:

- Provide preconstruction services
- Serve as the general contractor during construction
- Coordinate and manage subcontractors during construction
- Coordinate with franchise utilities
- Attend public meetings and provide notifications (when required)
- Arrange for procurement of materials and equipment
- Schedule and manage Site operations
- Use a collaborative process
- Provide quality controls
- Bond and insure the construction of certain projects based on cost or risk
- Comply with all federal, state and local permitting requirements
- Maintain a safe work site for all project participants
- Provide commissioning
- Prepare and turn over record drawings (when required)
- Provide operations and maintenance manuals (when required)
- Provide repairs to existing District infrastructure and District assets

B. General Scope of Work. The District requires general contracting (flood control) construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to District facilities, roadways, and District infrastructure. The Contractor will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

(1) All work performed by the Contractor shall meet all applicable state and local codes and the Contractor shall be required to obtain all required permits and inspections.

(2) Job Orders will include, but are not limited to tasks such as construction and repair of on-forest watershed restoration measures, construction and repair work in support of Forest Restoration, construction and repair of flood water detention & retention facilities, floodwater conveyance channels, box and other forms of culverts/crossings, storm drain systems and inlets, bridges, catch basins, rock riprap, gabion baskets, excavation, drainages, and associated roadway grading, surfacing, placement of aggregate base, millings, asphalt pavement, roadway striping, concrete work, tree removal, traffic control, and utility relocations.

(3) Job Order proposals shall include, unless waived by the District, a completed "JOC Task Matrix" in the form attached as Exhibit B hereto and incorporated herein by reference.

C. Work Authorization. Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

(1) As the need exists (as determined by the District) for performance

under the terms of this Contract, the District will notify the Contractor of an existing requirement.

(2) Upon the receipt of this notification, the Contractor shall respond within two working days, or as otherwise agreed, by: (a) visiting the proposed Site in the company of the District; or (b) establishing contact with the District to further define the scope of the requirement.

(3) After mutual agreement on the scope of the Work, the Contractor shall then prepare a proposal for accomplishment of the task unless the Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, the Contractor will so notify the District in a timely manner.

(4) The Contractor's proposal shall be submitted within 10 Days unless otherwise agreed.

(5) Upon receipt of the Contractor's proposal, the District will review the proposal for completeness and will reach agreement with the Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

(6) In the event the District does not issue a Job Order after receipt of the Contractor's proposal, the District is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal.

D. Scheduling of Work.

(1) For each Job Order, the District will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. The Contractor shall diligently prosecute the Work to completion within the Job Order Time. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed.

(2) Placement of materials and equipment on the Site shall be made with a minimum of interference to neighboring property and the District's operations and personnel.

(3) The Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by the Contractor at no cost to the District.

(4) The Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to the District for approval.

E. Quality Assurance/Quality Control Program. The Contractor shall submit, for the District approval, a quality assurance/quality control plan within 15 calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and

interface with the District's inspectors.

F. Shop Drawings. The Contractor's duties under the Contract include the preparation of Shop Drawings or sketches necessary to permit orderly construction of the District's design plans. The Contractor agrees to provide detailed design drawings and plans if requested by the District.

G. Commencement of the Work. Performance of the Work shall be undertaken only upon execution of a Job Order by both parties and delivery of a Purchase Order and Notice to Proceed by the District. In response to Job Orders that may be mutually agreed upon and issued periodically by the District, the Contractor shall, in accordance with the Contract Documents, except as may be specified elsewhere in the Contract Documents, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design and construction services related to the Work, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order.

H. Quality Standards. The Work shall be performed in a good, workmanlike and substantial manner and to the satisfaction of the District and under the direction and supervision of the District's Authorized Representative, or the District's properly authorized agents within the care and skill of a qualified contractor in Flagstaff, Arizona.

I. Hours of Work.

(1) Standard hours of work will be from 7:00 AM to 4:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted; all hours worked on Saturdays, Sundays and holidays will be considered nonstandard hours.

(2) Non-standard hours worked by the Contractor to regain schedule or for the Contractor's convenience shall not be entitled to additional compensation.

J. Minor Design by Contractor. Minor design services may be required for some Job Orders. For those Job Orders that may require design services, the Contractor shall seek the services of an Arizona registered design professional to prepare plans for permitting.

(1) The selected design professional shall maintain at least \$1,000,000 Professional Liability Coverage.

(2) All documents prepared by the selected design professional are subject to review by the District. Review by the District does not relieve any design professional from the professional liability associated with the documents they have prepared.

K. Contractor Supervisor. The Contractor's Representative shall be reasonably available to the District and shall have the necessary expertise and experience required to supervise the Contract Services. A Contractor's Representative will be assigned for each Job Order. The Contractor's Representative shall communicate regularly with the District and shall be vested with the authority to act on behalf of the Contractor.

L. Federally Funded Project Requirements. For Projects designated by the District as being funded, in whole or in part, by federal funding, the Contractor shall adhere to the Federally Funded Project Requirements set forth in Exhibit A attached hereto and incorporated herein by reference.

M. No Guarantee of Job Orders. This Contract embodies the agreement of the District and the Contractor to terms and conditions that will govern any Work described under a Job Order that may be issued by the District and agreed to by the Contractor. Nothing herein shall be construed as requiring the District to issue any Job Order, nor requiring the Contractor to accept same, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.2 Subcontractor Selection Plan. The Contractor must prepare and submit a Subcontractor selection plan with its response to the District's request for a Job Order.

A. Qualifications-Based Selection Required. The Subcontractor selection plan must provide a process to select Subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

B. No Deviation from Approved Plan. The approved Subcontractor selection plan must be adhered to for the duration of the Contract. Deviation from or changes to the approved plan must be submitted to and approved by the District.

C. District Right to Object. The District reserves the right to reject the Contractor's selection of Subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each Job Order shall be cause for rejection of the proposal as non-responsive.

2.3 Government Approvals and Permits.

A. Permit Responsibility. Unless otherwise provided in a Job Order, the Contractor shall obtain or assist the District in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.**

B. Copies of Permits. Copies of these permits and notices must be provided to the District's Authorized Representative prior to starting the permitted activity. This provision does not constitute an assumption by the District of an obligation of any kind for violation of said permit or notice requirements.

C. Temporary Utilities. The Contractor is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Final Acceptance of the Project. Arrangements for construction water are the Contractor's responsibility.

2.4 Pre-Construction Conference.

A. Timing of Conference. After execution of a Job Order by the District and the Contractor, but prior to issuance of a Purchase Order and prior to issuance of a Notice to Proceed and the commencement of any Work pursuant to such Job Order, a pre-construction conference will be scheduled.

B. Purpose of Conference. The purpose of this conference is to establish a working relationship between the Contractor, utility firms, and other interested entities. The agenda will include: critical elements of the Work and Schedule; submittal schedule; access to Site and protocol for admission; hours of construction operation, if different from the standard hours set forth in this Contract; designation of a staging area; specific quality requirements for equipment and material; requirements for catalog cuts, technical data, samples, Shop Drawings and incidental design; the presence of hazardous materials; coordination with the involved utility firms regarding temporary services and shutoffs; safety issues/concerns and procedures; date on which price proposal is due; cost breakdown of major lump sum items; payment application and processing; level of record drawings required; and emergency telephone numbers for all representatives involved in the course of construction.

C. Mandatory Attendance. The Contractor shall ensure attendance by the Contractor's Representative, the job superintendent, and the Contractor's safety officer.

D. Notice to Proceed Established. The Job Order Notice to Proceed date will be established.

2.5 Control of Work.

A. Supervision; Inspection. Unless otherwise provided in the Job Order to be the responsibility of the District or a separate contractor, the Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities necessary to permit the Contractor to complete the Work according to the requirements in this Contract and the Job Order.

B. Requisite Skill. The Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. The Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

C. On-Site Supervision. The Contractor's superintendent, or suitable designee, shall be present at the Site at all times that construction activities are taking place.

(1) All elements of the Work, such as concrete work, pipe work, etc., shall be under the direct supervision of the Contractor's foreman or designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

(2) In the event of noncompliance of this subsection, the District may require the Contractor to stop or suspend the Work, in whole or in part, until the required supervision is provided.

D. Manufacturer Approval. Where the Job Order requires that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

E. Materials Measurements. Before ordering materials or doing work, the Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences shall be submitted to the District for resolution before proceeding with the Work.

F. Field Measurements. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Job Order before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

G. Construction Grades; Lines; Benchmarks. The Contractor shall establish and maintain all building and construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This work shall be performed or supervised by a licensed civil engineer or surveyor.

H. Unsuitable Personnel. Any person employed by the Contractor or any Subcontractor who, in the opinion of the District, does not perform work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the District, be removed from the Project by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of Project without the written approval of the District. The Contractor or Subcontractor shall defend and hold the District harmless from damages or claims which may occur in the enforcement of this section.

I. Responsibility for Subcontractors. The Contractor assumes responsibility to the District for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the District and any Subcontractor, including but not limited to any third-party beneficiary rights.

J. Coordination. The Contractor shall coordinate the activities of all Subcontractors. If the District performs other work on the Project or at the Site with separate contractors under the District's control, the Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.6 Control of Work Site.

A. Debris; Construction Waste. Throughout all phases of construction, including suspension of the Work, the Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit the Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, the Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the District to occupy the Project or a portion of the Project for its intended use.

B. Dust Control. The Contractor shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the District and in accordance with the requirements of any governmental entity having jurisdiction over air quality of the Project.

C. Site Storage. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the Contractor. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

D. Sanitary Facilities. During construction, the Contractor shall supply the Site with a minimum of one portable chemical toilet, or more as necessary or directed by the District for larger projects.

2.7 Specifications and Drawings.

A. Copy on Site; Order of Priority. The Contractor shall keep on the Work Site a copy of the drawings and/or specifications and shall at all times give the District's Authorized Representative access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the District's Authorized Representative, who shall promptly submit them to the District Engineer for a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

B. Term Usage. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the District or the District's Authorized Representative is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the District or the District's Authorized Representative, unless otherwise expressly stated. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying

the Contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

C. Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

D. Contractor Obligation to Inspect. The Contractor shall check all District-furnished drawings immediately upon receipt and shall promptly notify the District’s Authorized Representative of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

E. Ownership of Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to the Contractor or developed by the Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of the District and may be used by the District without any claim by the Contractor for additional compensation, unless such material developed by the Contractor does not result in an issued Job Order. In such cases, the Contractor will receive reasonable reimbursement for the development of such materials before the District uses them in any manner whatsoever. In addition, the District agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the District’s use of such materials.

2.8 Shop Drawings, Product Data and Samples.

A. Shop Drawing Approval. The Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the District’s Authorized Representative without evidence of the Contractor’s approval may be returned for resubmission. The District will indicate its approval or disapproval of the Shop Drawings and if not approved as submitted shall indicate the District’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the District shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract and the applicable Job Order, except with respect to variations described and approved in accordance with Subsection 2.8(B) below.

B. Variations. If Shop Drawings show variations from the Job Order requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the District approves any such variation, the District shall issue an appropriate Job Order modification, including any necessary adjustments related to the variation. If the variation is minor and does not involve a change in price or in time of performance, a

modification need not be issued.

C. Not Contract Documents. Shop Drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Job Order.

D. Timely Review. The Contractor shall review, approve, verify, and submit to the District copies of each Shop Drawing, product data, samples, and similar submittal required by the Job Order in accordance with the approved schedule as to cause no delay in the Work or in the activities of the District or of separate contractors. Submittals made by the Contractor that are not required by the Job Order may be returned without action.

E. No Work Prior to Approval. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, product data, samples, or similar submittals until the respective submittal has been approved by the District. Such Work shall be in accordance with approved submittals.

F. Contractor Representations. By approving, verifying and submitting Shop Drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Job Order.

G. Contractor Responsible. The Contractor shall not be relieved of responsibility for deviations from requirements of the Job Order by the District's approval of Shop Drawings, product data, samples or similar submittals unless the Contractor has specifically informed the District in writing of such deviation at the time of submittal and the District has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples, or similar submittals by the District's approval thereof.

H. Highlighting Revisions. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, product data, samples, or similar submittals, to revisions other than those requested by the District on previous submittals.

I. Information-Only Submittals. Informational submittals upon which the District is not expected to take responsive action must be so identified in the submittal.

J. Reliance on Professional Certification. When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the District shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.9 Quality Control, Testing and Inspection.

A. New Materials. All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Job Order.

B. Materials Subject to Inspection. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the District.

C. Sampling. The procedures and methods used to sample and test material will be determined by the District. Unless otherwise specified, samples and tests shall be made in accordance with the standard methods of AASHTO or ASTM.

D. Independent Testing. The District will select a pre-qualified District or Independent Testing Laboratory and will pay for initial District acceptance testing.

(1) When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance, including subsequent tests, will be paid for by the Contractor.

(2) When the first and subsequent tests indicate noncompliance with the Job Order, all retesting shall be performed by the same testing agency.

E. Contractor Cooperation. The Contractor will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and shall provide them access to the Work at all times.

F. Material Approval at Source. At the option of the District, materials may be approved at the source of supply before delivery is started.

G. Compliance Testing. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Job Order.

H. Contractor's Sole Expense. The Contractor's convenience and quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor.

2.10 Project Record Documents.

A. Required Documentation. At the pre-construction conference described above, the District's Authorized Representative will describe the required documentation for the record documents for each Job Order.

(1) During the construction period, the Contractor shall maintain at the jobsite a set of prints of the Construction Documents for record document purposes. The Contractor will mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The Contractor shall give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items to be marked may include but are not limited to:

- Dimensional changes to the Construction Documents.

- Revisions to details shown on the Construction Documents.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by change order.
- Details not on the original Construction Documents.

(2) The Contractor shall mark completely and accurately record document prints of Construction Documents. Where Shop Drawings are marked, show cross-references on the related other Construction Documents.

(3) The Contractor shall mark Project record drawing sets with red erasable colored pencil.

(4) The Contractor shall note RFI Numbers, ASI Numbers and change order numbers, etc., as required to identify the source of the change to the Construction Documents.

(5) The Contractor shall, at the time of Substantial Completion, submit record document prints and Shop Drawings to the District or the District's Authorized Representative for review and comment.

B. Corrections. Immediately upon receipt of the reviewed record documents from the District, the Contractor shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the District:

(1) A complete set of electronic record documents prepared in AutoCAD format compatible with the District's CADD technology. If original Construction Documents were prepared by a separate design professional, the District shall ensure the design professional provides files of the original Construction Documents to the Contractor for the use of preparing these final record documents or the Contractor may contract with the design professional to revise and update the electronic drawing files. Each drawing shall be clearly identified as an "As-Built Document."

(2) If requested by the District, a complete set of reproducible mylars from the final AutoCAD drawings and five edge-bound blueline or blackline sets reproduced from these mylars.

(3) The original copy of the record documents (redline mark-ups).

2.11 Project Safety.

A. Scope of Safety Responsibilities. The Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (1) all individuals at the Site, whether working or visiting, (2) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (3) all other property at the Site or adjacent thereto. During the construction process, the Contractor shall comply with all applicable federal, state and county, and District health and safety laws and regulations including, but not limited to all applicable “OSHA Standards for the Construction Industry” shall be followed, including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. All construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Contractor’s responsibility. The District may stop construction on a project until safety concerns have been corrected.

B. Responsibility for Safety Programs. The Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

C. Safety Representative. The Contractor shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, the Contractor’s safety representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.

D. Inspections; Safety Meetings. The Contractor’s safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with the Contractor’s personnel, Subcontractors and others as applicable.

E. Compliance with Legal Requirements. The Contractor and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any District-specific safety requirements set forth in the Contract Documents; provided that such District-specific requirements do not violate any applicable Legal Requirement.

F. Reporting Obligation. The Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to the District’s Authorized Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

G. Subcontractor Safety Requirements. The Contractor’s responsibility for safety under this Section 2.11 is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (1) complying with all Legal Requirements, including those related to health and safety matters, and (2) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.12 Warranty.

A. Only New Materials and Equipment. The Contractor warrants to the District that the construction, including all materials and equipment furnished as part of the construction, shall be new, unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

B. Alterations or Damage by Others. The Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than the Contractor or anyone for whose acts the Contractor may be liable.

C. Duration of Construction Warranty. The Contractor's warranty obligation shall be for one year from the Final Acceptance date.

D. No Limitation on Other Warranties. Nothing in this warranty is intended to limit any manufacturer's warranty that provides the District with greater warranty rights than set forth in this Section 2.12 or the Contract Documents. The Contractor will provide the District with all manufacturers' warranties upon Substantial Completion.

2.13 Correction of Defective Work.

A. Contractor Responsible. The Contractor shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other work prepared or compiled as required by this Contract and shall correct its work, at the Contractor's sole expense. The fact that the District has accepted, approved or pays for the Contractor's work shall in no way relieve the Contractor of any of its responsibilities.

B. Contractor Corrections. The Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of the Work not in accordance with the Contract Documents.

C. Time for Corrections; District Self-Help. During the Job Order Time, the Contractor shall take meaningful steps to commence correction of such nonconforming Work as notified by the District. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If the Contractor fails to commence the necessary steps during the Job Order Time, the District, in addition to any other remedies provided under the Contract Documents, may provide the Contractor with written notice that the District will commence correction of such nonconforming Work with its own forces.

D. Time for Correction of Warranty Work; District Self-Help The Contractor shall take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above, within seven days of receipt of written notice from the District. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other

parts of the Work affected by the nonconforming Work. If the Contractor fails to commence the necessary steps within such seven-day period, the District, in addition to any other remedies provided under the Contract Documents, may provide the Contractor with written notice that the District will commence correction of such nonconforming Work with its own forces.

E. Costs of District Self-Help to be Paid by Contractor. If the District performs corrective Work as described above, the Contractor shall be responsible for all reasonable costs incurred by the District in performing such correction.

F. Emergency Work. For Nonconforming Work that creates an emergency requiring an immediate response, the Contractor will respond and initiate corrections within 24 hours.

G. Warranty Not Limitations Period. The one-year period referenced in Subsection 2.12(B) above applies only to the Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies the District may have regarding the Contractor's other obligations under the Contract Documents.

2.14 Fair Treatment to Workers. The Contractor shall keep fully informed of all Federal and State laws, County and District ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority that in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The Contractor shall defend and indemnify the District and its representatives against any claim or liability arising from or based on the violation of such, whether by the Contractor or its employees.

ARTICLE 3 - CONTRACT TIME AND JOB ORDER TIME

3.1 Contract Time. The Contract Time shall be five years from the Effective Date. A Contract Amendment will be processed for any extension. This Contract will remain in full force and effect during the performance of any Job Order.

3.2 Job Order Time.

A. Documentation. Each Job Order will include the Work "Schedule" (as defined below) with the Job Order Time and a calculated Substantial Completion date.

B. Schedule. The Contractor will submit for approval with the Job Order a "Schedule" showing the sequence in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the significant elements of the Work (including acquiring materials, plant and equipment). The Schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of the Work scheduled for completion by any given date during the period. In either case the basic information should be the same and the Schedule chart must contain as a minimum:

- (1) A list of the different types of work activities or work elements.
- (2) The logical dependencies (ties) to indicate what Work shall be accomplished before other Work can begin.
- (3) Proposed start and complete dates or time frames for each work activity or work element.
- (4) The “weighting” or relative worth each work activity or work element is of the total project either as a percent or dollar amount. If the Contractor fails to submit a Schedule with the Job Order, the District may withhold issuance of a Notice to Proceed until the Contractor submits the required Schedule.

C. Adherence to Schedule. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. The Contractor shall submit a progress report every 30 days, or as directed by the District’s Authorized Representative, and upon doing so shall immediately deliver a current Schedule to the District’s Authorized Representative. If the Contractor falls behind the approved Schedule, the Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by the District’s Authorized Representative. If the delay is an Inexcusable Delay (as defined below), the Contractor shall prepare a recovery schedule for the District’s review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the District may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the date of Substantial Completion set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay (as defined below), the District shall either (1) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the Job Order Price on account of such delay, or (2) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the date shown on the Schedule, and equitably adjust the applicable Job Order Price in accordance with the change order provisions of this Contract related to any extraordinary activities required of the Contractor on account of such recovery schedule.

D. Emergency Work. The Contractor will give top priority to any emergency work the District may have and will allocate all resources necessary to accomplish such work in accordance with the District’s Schedule requirements. To the extent the Contractor incurs additional cost, expense or schedule delay in performing the District’s emergency work, the District will equitably adjust the Contract.

E. District Requirements. Failure of the Contractor to comply with the requirements of the District or the District’s Authorized Representative under this article shall be grounds for a determination by the District that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, the District may terminate the Contractor’s right to proceed with the Work, or any separable part of it, in accordance with this Contract.

F. Progress Completion. The District and the Contractor agree the time limits stated in the Job Order, as the same may be amended and updated by the parties, are of the essence of this Contract.

G. Commencement of the Work. The Work shall commence on the Notice to Proceed date of the applicable Job Order, and shall proceed in general accordance with the Schedule for the Work set forth therein. Each Job Order shall establish a separate Notice to Proceed date, Substantial Completion date, and Job Order Time.

H. Critical Path Activities. To the extent the Contractor completes activities on the Critical Path earlier than scheduled, the savings in time on account thereof shall belong solely to the Contractor.

3.3 Extensions of Job Order Time.

A. Limitation on Extensions. An extension in the scheduled Substantial Completion date for a Job Order will only be granted in the event of Excusable Delays affecting Work activities on the Critical Path. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency, and lost productivity of the performance of the Work; however, the Contractor must submit evidence reasonably satisfactory to the District substantiating such costs. Such adjustment to the Job Order Price and Substantial Completion date shall be issued in an amendment to the applicable Job Order.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work affecting activities on the Critical Path, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

(1) Delays resulting from Force Majeure events: The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, intervention, acts or failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party, in accordance with Subsection 4.3(C), of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this Contract and the applicable Job Order. Force Majeure shall not include (1) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences, or (2) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Subsection 4.3(B)(1). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written

amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract and the applicable Job Order.

(2) Differing, unusual, or concealed Site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned or not properly identified utility lines, and water conditions.

(3) Delays resulting from the existence or discovery of hazardous materials on the Site not brought to the Site by or on behalf of the Contractor.

(4) Delays resulting from changes in Legal Requirements occurring after the date of execution of this Contract.

(5) Delays occurring due to the acts or omissions of the District and those within the control of the District.

(6) Delays occurring due to the acts or omissions of a utility, so long as the Contractor has coordinated with the utility causing the delay, and the delay occurs despite reasonable steps taken by the Contractor to avoid the delay.

(7) Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule.

C. Requirements for Extension. To obtain an extension of time due to an Excusable Delay, the Contractor must comply with the following requirements: the Contractor shall notify the District of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the District of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a change order request by the District, the request for an extension of time contained in the resulting change order proposal or amendment to this Contract, as applicable, shall be deemed sufficient for purposes of this Subsection.

D. Determination of Delay. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Contractor shall request the District prepare a determination of the number and character of the delay days. The District will provide the Contractor with written notice of the District's determination of the number of Days of Excusable Delay and/or Inexcusable Delay within 10 Days after receipt by the District of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the District of such a determination to be a concurrence with any matters set forth in

the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth below with respect to such determination.

3.4 Concurrent Delays. To the extent the Contractor may be entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed, or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.5 Weather Delays. The Contractor shall include and clearly identify an appropriate number of Days of weather-related delays within the Schedule for the Work for the applicable Job Order. If the Contractor experiences additional weather-related delays beyond the number of Days set forth in the Schedule for the applicable Job Order, the Contractor shall be entitled to commensurate extension of time and reimbursement of costs associated with such delay; provided such requests for extensions of time are submitted and approved according to the process set forth in Subsection 4.3(C) above. If the Contractor fails to include an appropriate number of Days of weather-related delays within the applicable Job Order for any portion of the Project, the Contractor shall not be eligible for any extension of time or reimbursement of costs related to otherwise Excusable Delays relating to weather for the applicable Job Order.

3.6 Substantial Completion.

A. Notification. The Contractor shall notify the District when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. When the District determines the Work to be substantially complete, the District will issue a certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. The Contractor shall proceed promptly to complete and correct items on the list.

B. Punch List. Prior to notifying the District as set forth above, the Contractor shall inspect the Work and prepare and submit to the District a comprehensive list of items to be completed or corrected (a "Punch List"). The Contractor shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The District may supplement the Punch List following its inspection of the Work.

C. Inspection. Within five days of the District's receipt of the Contractor's notice, the District and the Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

D. Certificate of Substantial Completion. If such Work is substantially complete, the District shall prepare and issue a certificate of Substantial Completion that will set forth (1) the date of Substantial Completion of the Work or portion thereof, (2) the remaining items of the Work that have to be completed within 30 calendar days before Final Acceptance, (3) provisions (to the extent not already provided in the Contract Documents) establishing the District's and the Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (4) an acknowledgment that warranties commence to run

on the date of Substantial Completion, except as may otherwise be noted in the certificate of Substantial Completion.

E. Partial Use or Occupancy. The District, at its option, may use a portion of the Work which has been determined to be substantially complete; provided, however, that (1) a certificate of Substantial Completion has been issued for the portion of the Work addressing the items set forth in Subsection 3.6(B) above, (2) the Contractor and the District have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (3) the District and the Contractor agree that the District's use or occupancy will not interfere with the Contractor's completion of the remaining Work.

3.7 Final Acceptance. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, the District and the Contractor will jointly inspect to verify that the remaining items of the Work have been completed as set forth in Subsection 4.6(B). The District will issue a Final Acceptance letter for the Job Order.

3.8 Liquidated Damages.

A. Generally. The Contractor and the District acknowledge that in the event that the Contractor fails to achieve Substantial Completion or Final Acceptance of the Project by the dates established therefore in the applicable Job Order, as adjusted, the District will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Contract, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that the District would incur as a result of late Substantial Completion or Final Acceptance of the Project. Such liquidated damages shall be the sole and exclusive remedy of the District for late completion of the Project, and the District hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

B. When Imposed. If the Contractor fails to achieve Substantial Completion of that portion of the Work applicable to a particular Job Order on or before the Substantial Completion date set forth in the applicable Job Order, as adjusted, for any reason other than Excusable Delays, the Contractor shall pay to the District liquidated damages in the amount per Day set forth below for each Day Substantial Completion is delayed beyond the Substantial Completion date set forth in the applicable Job Order.

(1) If the Contractor fails to achieve Final Acceptance of that portion of the Work applicable to a particular Job Order on or before the Final Acceptance date, as adjusted, for any reason other than Excusable Delays, the Contractor shall pay to the District liquidated damages in the amount per Day as set forth below for each Day Final Acceptance is delayed beyond the Final Acceptance date established according to the applicable Job Order.

(2) In no case may the amount of liquidated damages due under this Subsection 3.8(B) for any single Day of delay exceed the highest amount, as determined according

to the schedule below, that would be charged for any single Inexcusable Delay existing on such Day.

(3) Payment of liquidated damages is to be made contemporaneously with any required payment to the Contractor, and such payments may be offset against each other.

C. Amount. The following will be the liquidated damages for each Job Order unless a specific amount has been determined in the Job Order.

Schedule of Liquidated Damages			
Job Order Price		Liquidated Damages Per Day	
From More Than:	To and Including:	Calendar Day or Fixed Date:	Working Day:
\$0	\$100,000	\$350	\$500
100,000	500,000	490	700
500,000	1,000,000	840	1,200
1,000,000	2,000,000	910	1,300

D. District Right to Waive. The District may waive all or any portion of the liquidated damage assessment after the date the Work is substantially completed and is: (1) in condition for safe and convenient use by the travelling public; or (2) available for next-stage construction without restriction.

E. No Accrual During Authorized Suspension. No liquidated damages will accrue during periods of time when the District has authorized, in writing, suspension of the Work.

F. No Waiver. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion shall not in any way operate as a waiver on the part of the District of any of its rights under this Contract. Neither by the act of taking over the Work nor by annulment of this Contract or any Job Order related hereto shall the District forfeit the right to recover liquidated damages from the Contractor or its Sureties.

ARTICLE 4 - COMPENSATION

4.1 Generally. A separate Purchase Order will be issued for each Job Order before the commencement of any work by the Contractor. The compensation to be paid to the Contractor for services performed pursuant to this Contract shall be based upon Purchase Orders prepared for each Job Order, each of which will establish the Job Order Price for the applicable Project.

4.2 Job Order Price.

A. Maximum Per Job Order. The District intends that each Job Order performed under this Contract will not exceed [\$2,000,000.]

(1) Each Job Order Price is subject to adjustments made in accordance with this Article 4.

(2) Unless otherwise provided in the Contract Documents, each Job Order price is deemed to include all sales, use, consumer and other taxes that are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

(3) The Contractor guarantees to bring each Job Order within the Job Order Price or the Contractor alone will be required to pay the difference between the actual cost and the Job Order Price.

B. Price Based on Scope. The scope of Work will vary with each Job Order. At the beginning of each Job Order, a scope conference will be scheduled to define design and construction services required of the Contractor. The Job Order and related documents will be given to the Contractor. The Contractor will be asked to provide a proposal with Job Order Price and schedule indicating the Job Order Time for the proposed Job Order based on the scope meeting and the provided documents. The price proposal for a specific scope of Work shall include a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and completion date. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Contractor unless change orders are pre-approved by the District. The District will review the submitted proposal. The District and the Contractor shall negotiate in good faith and as expeditiously as possible an agreed upon Job Order Price and the Job Order Time. Upon reaching concurrence, the parties shall execute the Job Order reflecting the terms agreed upon.

C. Contractor Warranty Regarding Price Proposal. By executing a price proposal, the Contractor represents that it has visited the project site(s) and familiarized itself with the local conditions under which the Work is to be performed. The District does not undertake to represent or warrant the Site or local conditions.

D. Multiple Proposals. The District has the right to request Job Order proposals from more than one firm for competitive purposes. Pricing will be determined by Open Book Pricing consisting of firm subcontractor price quotes that are shared with and approved by the District.

4.3 Mark up for Changes. If the Job Order Price requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Section 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the Job Order proposal.

4.4 Differing Site Conditions.

A. Price and Time Adjustments. If the Contractor encounters a Differing Site Condition, the Contractor will be entitled to an adjustment in the Job Order Price and/or Job Order Times to the extent the Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition.

B. Notice to District. Upon encountering a Differing Site Condition, the Contractor shall provide prompt written notice to the District of such condition, which notice shall not be later than seven days after such condition has been encountered. The Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

4.5 Errors, Discrepancies and Omissions.

A. Contractor Request for Clarification. If the Contractor observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the District and request clarification.

B. Contractor Bears Risk. If the Contractor proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the Contractor prior to clarification by the District shall be at the Contractor's risk.

4.6 District Requested Change in a Job Order.

A. The District reserves the right to make, at any time during the progress of a Job Order, such alterations as may be found necessary or desirable.

B. Such alterations and changes shall not invalidate this Contract or the Job Order nor release the surety and the Contractor agrees to perform the Job Order as altered, the same as if it has been a part of the original Contract Documents.

C. The District will request a proposal for a change in a Job Order from the Contractor, and an adjustment in the Job Order Price and/or Job Order Times shall be made based on a mutually agreed upon cost and time.

4.7 Legal Requirements. The Job Order Price and/or Job Order Times shall be adjusted to compensate the Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Job Order affecting the performance of the Work, or the date of the Job Order Price. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

4.8 Job Order Amendments.

A. Negotiation of Amendments. The District and the Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments to a Job Order. Upon reaching an agreement, the parties shall prepare and execute an appropriate Job Order Amendments reflecting the terms of the changes.

B. Contract Documents Govern. All changes to a Job Order authorized by change orders shall be performed under the conditions of the Contract Documents.

4.9 Minor Changes in a Job Order.

A. By District. The District has authority to order minor changes to a Job Order that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be implemented by written order and shall be binding on the District and the Contractor. The Contractor shall carry out such written orders promptly.

B. By Contractor. The Contractor may make minor changes to a Job Order; provided, however, that the Contractor shall promptly inform the District, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by the Contractor.

C. No Price or Time Adjustments. Minor changes to a Job Order will not involve an adjustment in the Job Order Price and/or Job Order Time.

4.10 Job Order Price Adjustments.

A. Acceptable Methods. The increase or decrease in Job Order Price resulting from a change in the Work shall be determined by one or more of the following methods:

(1) Unit prices set forth in the Job Order or as subsequently agreed to between the parties.

(2) A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by the District.

(3) Costs, fees and any other markups set forth in Section 5.2.

B. Inability to Agree on Method. If an increase or decrease cannot be agreed to as set forth in items (1) through (3) above and the District issues a change order, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Job Order. The Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

C. Equitable Adjustment of Unit Prices. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to the District or the Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

D. Dispute Resolution. If the District and the Contractor disagree upon whether the Contractor is entitled to be paid for any services required by the District, or if there are any other disagreements over the scope of a Job Order or proposed changes to a Job Order, the District and the Contractor shall resolve the disagreement pursuant to Article 6 hereof.

(1) As part of the negotiation process, the Contractor shall furnish the District with a good faith estimate of the costs to perform the disputed services in accordance with the District's interpretations.

(2) If the parties are unable to agree and the District expects the Contractor to perform the services in accordance with the District's interpretations, the Contractor shall proceed to perform the disputed services, conditioned upon the District issuing a written order to the Contractor (i) directing the Contractor to proceed and (ii) specifying the District's interpretation of the services that are to be performed.

4.11 Emergencies. In any emergency affecting the safety of persons and/or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price and/or Job Order Time resulting from emergency work under this Section 4.11 shall be determined as provided in Article 4.

ARTICLE 5 - PROCEDURE FOR PAYMENT

5.1 Job Order Payment Request.

A. Schedule of Values. At the pre-construction conference prescribed above, the Contractor shall submit for the District's review and approval a schedule of values. The schedule of values will include values for all items comprising the Job Order Price and will serve as the basis for monthly progress payments made to the Contractor throughout the Work.

B. Progress of the Work. The Contractor shall invoices as Job Order Pay Requests for progress payments at the end of each calendar month. Invoices shall be submitted to the District's Business Manager who will be issuing the Purchase Order and submitting invoices for payment. Such invoice shall include a detailed breakdown of all charges and shall be based on completion of tasks. At least five working days prior to the date established for a progress payment, the Contractor shall meet with the District's Authorized Representative to review the progress of the Work as it will be reflected on the Job Order Payment Request.

C. Contractor Representation. The Job Order Payment Request shall constitute the Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that title to all Work will pass to the District free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work.

5.2 Partial Payments.

A. When Allowed. Partial payment will be made for Job Orders with Job Order Time greater than 90 Days and may be made if Job Order Time is less than 90 Days.

B. Submittal Date. The Contractor shall submit a Job Order Payment Request to the District on the monthly anniversary of the Job Order Notice to Proceed beginning with the first month after the Job Order Notice to Proceed.

C. Incorporation of Equipment and Materials. The Job Order Payment Request may include payment for equipment and materials not yet incorporated into the Work if construction progress is in reasonable conformance with the approved Schedule.

(1) For equipment and material suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and the District shall receive the equipment and materials free and clear of all liens and encumbrances.

(2) No material or equipment may be stored off the Site without the District's prior, written approval. The material and equipment must be stored within Coconino County and be accessible for the District's inspection, and title to such materials and equipment must protect the District's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

(3) All bonds and insurance required for stored materials shall name the District as the loss payee to the extent of its interest in the stored materials.

5.3 Payment of Job Order.

A. Timing of Payment. The District shall make payment in accordance with A.R.S. § 34-609, as amended. Payment will be made no later than 14 calendar days after the Job Order Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly withheld under Section 5.5 below. The Contractor shall be paid 95% of the earned sum when payment is due, with not more than 5% being retained to ensure faithful performance of the Agreement. All amounts withheld may be included in the final payment.

B. Withholding Amounts. The District shall pay the Contractor all amounts properly due. If the District determines that the Contractor is not entitled to all or part of a Job Order Payment Request, it will notify the Contractor in writing within seven days after the date the Job Order Payment Request is received by the District. The notice shall indicate the specific amounts the District intends to withhold, the reasons and contractual basis for the withholding, and the specific measures the Contractor must take to rectify the District's concerns. The Contractor and the District will attempt to resolve the District's concerns. If the parties cannot resolve such concerns, the Contractor may pursue its rights under the Contract Documents.

5.4 Final Payment.

A. Conditions. After receipt of a final Job Order Payment Request, the District shall make final payment as prescribed in this Section 5.4, provided that the Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the District.

B. Submittal Requirements. At the time of submission of its final Job Order Payment Request, the Contractor shall provide the following information:

(1) An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the District's interests.

(2) A general release executed by the Contractor waiving, upon receipt of final payment by the Contractor, all claims, except those claims previously made in writing to the District and remaining unsettled at the time of final payment.

5.5 Payments to Subcontractors or Supplier.

A. Timing of Payments. The Contractor shall pay its Subcontractors or suppliers within seven calendar days of receipt of each progress payment from the District. The Contractor shall pay for the amount of the Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the District with each progress payment. No contract between the Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided herein.

B. District Actions. If the Contractor fails to make payments in accordance with these provisions, the Contractor agrees the District may take any one or more of the following actions:

(1) Hold the Contractor in default under this Contract.

(2) Withhold future payments until proper payment has been made to Subcontractors or suppliers in accordance with these provisions.

(3) Reject all future offers to perform work for the District from the Contractor for a period not to exceed one year from Substantial Completion date of the Work contemplated by this Contract.

C. Disputes with Subcontractor. If the Contractor's payment to a Subcontractor or supplier is in dispute, the Contractor and Subcontractor or supplier agree to submit the dispute to any of one of the following dispute resolution processes within 14 calendar days from the date any party gives notice to the other: (1) binding arbitration; (2) a form of alternative dispute resolution (ADR) agreeable to all parties; or (3) a District-facilitated mediation. When a disputed claim is resolved through ADR or otherwise, the Contractor and Subcontractor or suppliers agree to implement the resolution within seven calendar days from the resolution date.

D. No Waiver. Should the District fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

E. Required Contract Provisions. The Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

5.6 Record Keeping and Finance Controls.

A. Time Period Covered. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to each Job Order and records of accounts between the District and the Contractor shall be kept on a generally recognized accounting basis and shall be available for three years after completion of the Project.

B. Audit Rights. The District, the District's Authorized Representative, and/or the appropriate federal agency, reserve the right to audit the Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Job Order.

C. Right to Reduce Job Order Price. In addition to any other remedies available at law or equity, the District reserves the right to decrease Job Order Price and/or payments made on this Contract if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data.

D. Inclusion in Other Agreements. The Contractor shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the District, the District's Authorized Representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

E. Reduction for Failure to Include. In addition to any other remedies available at law or equity, the District reserves the right to decrease Job Order Price and/or payments made on this Contract if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the District to audit their records to verify the accuracy and appropriateness of pricing data.

ARTICLE 6 - CLAIMS AND DISPUTES

6.1 Requests for Contract Adjustments and Relief. If either the Contractor or the District believes that it is entitled to relief against the other for any event arising out of or related to Contract Services other than requests for extensions of Job Order Time as described above, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Contract. In the absence of any specific notice requirement set forth in a Job Order, written notice shall be given within a reasonable time, not to exceed 21 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

6.2 Dispute Avoidance and Resolution. The parties are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Contractor and the District each commit to resolving such disputes or disagreements in an amicable, professional and

expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. The Contractor and the District will first attempt to resolve disputes or disagreements at the field level through discussions between the Contractor's Representative and the District's Authorized Representative. If a dispute or disagreement cannot be resolved through the Contractor's Representative and the District's Authorized Representative, the Contractor's Senior Representative and the District's Senior Representative (each as defined below), upon the request of either party, shall meet as soon as conveniently possible, but in no case later than 30 days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

6.3 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, the Contractor shall continue to perform the Work and the District shall continue to satisfy its payment obligations to the Contractor, pending the final resolution of any dispute or disagreement between the Contractor and the District.

6.4 Representatives of the Parties.

A. District's Representatives.

(1) The District designates the individual listed below as the "District's Senior Representative," which individual has the authority and responsibility for avoiding and resolving disputes as set forth above:

Lucinda Andreani
Flood Control District Administrator
5600 E. Commerce Ave. Flagstaff, AZ 86004
(928) 679-7166

(2) The District will designate an individual for each Job Order as the District's Authorized Representative. This person will manage the Job Order.

B. Contractor's Representatives.

(1) The Contractor designates the individual listed below as the "Contractor's Senior Representative," which individual has the authority and responsibility for avoiding and resolving disputes as set forth above:

Name: Herb Tiffany III
Title: President
Address: 7122 N. 27th Avenue Phoenix, AZ 85051
Telephone #: (602) 276-2414

(2) The Contractor will designate an individual for each Job Order as the Contractor's Representative.

ARTICLE 7 - SUSPENSION AND TERMINATION

7.1 District's Rights to Suspend Contract Services. The District may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work on a Job Order. Such suspension shall not exceed 180 consecutive Days. The Contractor may seek an adjustment of the Job Order Price and/or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of the Work by the District. If the District suspends the Work on any Job Order for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

7.2 Termination for Convenience. Upon receipt of written notice to the Contractor, the District may, at its discretion and without cause, elect to terminate this Contract or any Job Order.

A. Contractor Duties. Upon receipt of written notice of termination of this Contract or any Job Order, the Contractor shall proceed with the following obligations:

- (1) Stop the Work as specified in the notice.
- (2) Place no further subcontracts or orders.
- (3) Terminate all subcontracts to the extent they relate to the Work terminated.
- (4) Assign to the District all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District shall have the right, but not the obligation, to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) Take any action that may be necessary for the protection and preservation of the property related to the Job Order that is in the possession of the Contractor and which the District has or may acquire an interest.

B. Termination Inventory. The Contractor shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

C. District Payments. The District shall pay the Contractor the following:

- (1) The direct value of its completed Work and materials supplied as of the date of termination.
- (2) The reasonable costs and expenses attributable to such termination.
- (3) The Contractor's profit and overhead on completed Work only; the Contractor shall not be entitled to anticipated profit or anticipated overhead for uncompleted Work. If it appears the Contractor would have sustained a loss on the entire Contract Services had they been completed, the Contractor shall not be allowed profit and the District shall reduce the settlement to reflect the indicated rate of loss.

D. Contractor Records Retention Period. The Contractor shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed above.

7.3 District's Right to Perform and Terminate for Cause.

A. For Contractor's Failure to Maintain Site. If the District provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the Contractor fails to comply in a time frame specified, the District may have work accomplished by other sources at the Contractor's expense.

B. For Contractor's Persistent Failures. If the Contractor persistently fails to (1) provide a sufficient number of skilled workers, (2) supply the materials required by the Contract Documents, (3) comply with applicable Legal Requirements, (4) timely pay, without cause, Subconsultants and/or Subcontractors, (5) execute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as such times may be adjusted, or (6) perform material obligations under the Contract Documents, then the District, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

C. District Notice. Upon the occurrence of an event set forth in Subsection 7.3(B) above, the District may provide written notice to the Contractor that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven days of the Contractor's receipt of such notice.

(1) If the Contractor fails to cure, or reasonably commence to cure, such problem, then the District may give a second written notice to the Contractor of its intent to terminate within an additional seven-day period.

(2) If the Contractor, within such second seven-day period, fails to cure, or reasonably commence to cure, such problem, then the District may declare the Contract terminated for default by providing written notice to the Contractor of such declaration.

D. District Possession of Materials and Equipment. Upon declaring the Contract terminated pursuant to Subsection 7.3(C)(2) above, the District may, for all Job Orders, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which the Contractor hereby transfers, assigns and sets over to the District for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

E. Payments to Contractor. In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders shall be finally completed in accordance with the Contract Documents. At such time, the Contractor will only be entitled to be paid for the Work performed and accepted by the District prior to its default.

F. Payments to District. If the District's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price or Job Order Prices, then the Contractor shall be obligated to pay the difference to the District. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the District in connection with the procurement and defense of claims arising from the Contractor's default.

G. Conversion to Termination for Convenience. If the District terminates this Contract for cause and the determination is determined to have without legal right, the termination for cause shall be deemed to have been a termination for convenience in accordance with the provisions of Section 7.2.

ARTICLE 8 - INSURANCE

8.1 General.

A. Rating. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating of "A-" or above with policies and forms satisfactory to the District. Failure to maintain insurance as specified herein may result in termination of this Contract at the District's option.

B. Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect the Contractor. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

C. Additionally Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

D. Coverage Period. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed, and formally accepted by the District, unless specified otherwise in this Contract.

E. Primary Insurance. The Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the District as an Additional Insured.

F. Claims Made Extension. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping

coverage in force or purchasing an extended reporting option, for three years past completion and Final Acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver of Subrogation. All policies, excluding Professional Liability but including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the District, its agents, representatives, officials, officers, and employees for any claims arising out of the Work or services of the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Deductibles; Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the District. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Subcontractor Insurance. If any work under this Contract is subcontracted in any way, the Contractor shall execute written agreements with its Subcontractors containing the indemnification provisions set forth below and insurance requirements set forth herein protecting the District and the Contractor. The Contractor shall be responsible for executing any agreements with its Subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Contract, the Contractor will provide the District with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by the Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Contract, and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The District shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be the Contractor's responsibility to forward renewal certificates and declaration page(s) to the District 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The District, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) The Contractor’s insurance shall be primary insurance with respect to performance of this Contract.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against the District, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Contractor under this Contract.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. The Contractor shall provide the District with the necessary endorsements to ensure the District is provided the insurance coverage set forth in this Section.

8.2 Required Insurance Coverage.

A. Commercial General Liability. The Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Business Automobile Liability. The Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s

work or services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability Insurance. If this Contract is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Contract Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors, and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Worker's Compensation. The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

E. Project Replacement Insurance. Unless expressly waived by the District in a written amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the District, the Contractor, and the Contractor's Subcontractors, and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, and testing, and resulting loss arising from defective design, negligent workmanship, or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

8.3 Cancellation and Expiration Notice. The Contractor shall provide at least 30 Days' prior written notice to the District before insurance required herein expires, is canceled, or is materially changed.

ARTICLE 9 - INDEMNITY

9.1 Contractor Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and each council member, officer, employee, or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or

any tier of subcontractor in connection with the Contractor's work or services in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

9.2 Other Employee Claims. If an employee of the Contractor, Subconsultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against the District, its officers, directors, employees, or agents, the Contractor's indemnity obligation set forth in Section 9.1 above shall extend to such claims and the amount of such indemnity shall not be limited by any limitation on the amount of insurance coverage required herein.

9.3 Intellectual Property Claims. The Contractor shall pay all royalties and license fees associated with its performance of services herewith. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the District harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the applicable design professional.

ARTICLE 10 – PERFORMANCE AND PAYMENT BONDS

10.1 Performance Bond. This Agreement is subject to the provisions of A.R.S. § 34-610 *et seq.* After the District and the Contractor have agreed to a Job Order, but prior to commencing the Contract Services attributable to such Job Order, the Contractor shall furnish the District with an irrevocable security binding the Contractor to provide faithful performance of this Agreement in the amount of 100% of the percentage of the Job Order Price attributable to the construction, payable to the District, and shall not include the cost of any design services, preconstruction services, finance services, maintenance services, operations services, or any other related services. Performance security shall be in the form of a performance bond, certified check, or cashier's check. If the Contractor fails to execute the security document as required, the Contractor may be found in material default of this Contract, permitting the District to terminate this Contract for cause as set forth in Article 7 above. In case of default, the District reserves all rights. All performance bonds shall be executed on the form attached hereto as Exhibit C and incorporated herein by reference, duly executed by the Contractor as principal and having as surety thereon a surety company approved by the District and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

10.2 Payment Bond. This Agreement is subject to the provisions of A.R.S. § 34-610 *et seq.* After the District and the Contractor have agreed to a Job Order, but prior to commencing the Contract Services attributable to such Job Order, the Contractor shall furnish the District with an irrevocable security for the protection of all claimants supplying labor or materials to the Contractor or any Subcontractor in the prosecution of the construction and not for the protection of persons providing any design services, preconstruction services, finance services, maintenance

services, operations services, or other services related to the Contract. Payment security shall be in the amount of 100% of the applicable Job Order attributable to construction and be payable to the District. Payment security shall be in the form of a payment bond, certified check, or cashier's check. If the Contractor fails to execute the security document as required, the Contractor may be found in material default of this Contract, permitting the District to terminate this Contract for cause as set forth in Article 7 above. All payment bonds shall be executed on the form attached hereto as Exhibit D and incorporated herein by reference, duly executed by the Contractor as principal and having as surety thereon a surety company approved by the District and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

ARTICLE 11 - ADDITIONAL PROVISIONS

11.1 Confidential Information. The Contractor shall not disclose or permit the disclosure of any confidential information except to its agents, employees, and Subcontractors who need such confidential information in order to properly perform their duties relative to this Contract.

11.2 Assignment; Transfer. The District and the Contractor each bind themselves, their successors, assigns, and legal representatives to the terms of this Contract. Neither the District nor the Contractor shall assign or transfer its interest in this Contract without the written consent of the other, except that the Contractor may assign accounts receivable to a commercial bank for securing loans without approval of the District. Nothing contained in this Section shall prevent the Contractor from employing such consultants, associates, or Subcontractors as the Contractor may deem appropriate to assist in performance of the Contract Services hereunder.

11.3 Entire Agreement. This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the District and the Contractor. Nothing contained in this Contract is intended to benefit any third party. Subcontractors, if any, and the Project designers are not intended third-party beneficiaries of this Contract.

11.4 Severability. If any provision of this Contract is held as a matter of law to be unenforceable by a court of competent jurisdiction, the remainder of this Contract shall be enforceable without such provision.

11.5 Internal References. References made in the singular shall include the plural and to one gender shall include all genders.

11.6 Notices. Other than notices to the parties' respective Senior Representatives for dispute resolution purposes as set forth above, any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail,

registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the District: Coconino County Flood Control District
5600 E. Commerce Ave.
Flagstaff, AZ 86004
Attn: Lucinda Andreani

With a copy to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, AZ 85004
Attn: Andrew McGuire

If to the Contractor: Tiffany Construction Company, Inc.
7122 N. 27th Avenue
Phoenix, AZ 85051
Attn: Herb Tiffany III

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

11.7 Governing Law; Venue. This Contract shall be governed by the laws of the State of Arizona and venue shall be in Coconino County.

11.8 No Waiver. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

11.9 Headings. The headings given to any of the provisions of this Contract are for ease of reference only and shall not be relied upon or cited for any other purpose.

11.10 Asbestos-Free Materials. The Project is to be constructed by the Contractor with asbestos-free materials. A written, notarized statement on company letterhead shall be submitted to the District by the Contractor with the final payment request certifying that the Contractor has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required

by the Contract Documents, the Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the District notwithstanding any statute of limitations or other legal bar to any claim by the District.

11.11 Conflict of Interest Cancellation. This Contract may be cancelled by the District pursuant to A.R.S. § 38-511.

11.12 Endangered Wood Species. The Contractor shall ensure that products containing endangered wood species shall not be utilized in the construction of the Project unless exempted pursuant to A.R.S. § 34-201(J), as amended.

11.13 Employment Verification Records. The Contractor's and its Subcontractor's books, records, correspondence, accounting procedures, and practices, and any other supporting evidence relating to this Contract, including the papers of any of the Contractor's and its Subcontractors' employees who perform any work or Services pursuant to this Contract to ensure that the Contractor and its Subcontractors are complying with the warranty under Subsection 10.14 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of the Work under this Contract, and (B) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 10.14 below. To the extent necessary for the District to audit Records as set forth in this Subsection, the Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the District to the Contractor pursuant to this Contract. The Contractor and its Subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this Subsection. The District shall give the Contractor or its Subcontractors reasonable advance notice of intended audits. The Contractor shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

11.14 E-Verify. To the extent applicable under A.R.S. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District.

11.15 No Boycott of Israel. The Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a "boycott" of Israel, as that term is defined in A.R.S. § 35-393.

11.16 Independent Contractor Status. The Contractor is and will be an independent contractor and whatever measure of control the District exercises over the Work or deliverable

pursuant to the Contract will be as to the results of the Work only. No provision in this Contract will give or be construed to give the District the right to direct the Contractor as to the details of accomplishing the Work or deliverable. These results will comply with all applicable laws and ordinances.

A. Acts and Omissions of Individuals. The Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

B. Not District Employees. The Contractor will operate as an independent entity and none of the employees of the Contractor will be considered employees of the District. The Contractor's employees are not eligible for District group health insurance or other benefits.

C. Contractor Health Insurance. The Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. Control of Process of the Work. In performance of services within this contract, the Contractor shall determine its necessary hours of work; provided such hours must be within the standard work hours set forth in this Contract. The Contractor shall provide whatever tools; equipment, vehicles, and supplies the Contractor may determine to be necessary in performance of services hereunder. The Contractor may establish offices in such locations within or outside Arizona, as the Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to the Contractor.

E. No Authority to Represent District. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the District. This Contract does not create a partnership between the parties.

11.17 Annual Appropriations. The District is obligated only to pay its obligations set forth in this Contract as may lawfully be made from funds appropriated and budgeted for that purpose during the District's then-current fiscal year. The District's obligations under this Contract are current expenses subject to the "budget law" and the unfettered legislative discretion of the District concerning budgeted purposes and appropriation of funds. Should the District elect not to appropriate and budget funds to pay its Contract obligations, this Contract and any related Job Orders shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the District shall be relieved of any subsequent obligation under this Contract. The parties agree that the District has no obligation or duty of good faith to budget or appropriate the payment of the District's obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The District shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The District shall keep the Contractor informed as to the availability of funds for this Contract. The obligation of the District to make any payment pursuant to this Contract is not a general obligation or indebtedness of the District.

The Contractor hereby waives any and all rights to bring any claim against the District from or relating in any way to the District's termination of this Contract pursuant to this Section.

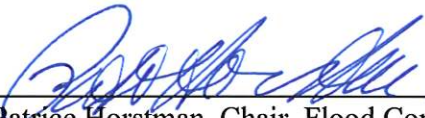
11.18 No Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees for the duration of this Contract that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the District of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, this Contract shall terminate unless the termination date of this Contract occurs before the end of the remedy, in which case this Contract terminates on the Contract termination date.

[Signatures on following page.]

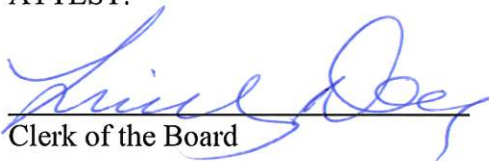
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

"Coconino County"

COCONINO COUNTY FLOOD CONTROL
DISTRICT,
An Arizona political subdivision

By: 
Patrice Horstman, Chair, Flood Control District
Board of Directors

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Gust Rosenfeld P.L.C., District Attorneys

"Contractor"

TIFFANY CONSTRUCTION COMPANY, INC,
a(n) Arizona Corporation

By: 

Name: Herb Tiffany III

Title: President

EXHIBIT A
TO
JOB ORDER CONTRACT
BETWEEN
COCONINO COUNTY FLOOD CONTROL DISTRICT
AND
TIFFANY CONSTRUCTION COMPANY, INC.

[Federally Funded Project Requirements]

See following pages.

Federally Funded Project Requirements

Cancellation or termination for breach

A contractor who violates or breaches a contract may have the contract terminated for cause. IC will be paid for services provided but may be ineligible for future contracts. Contracts may also be terminated by the County for convenience.

Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order

11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the above equal opportunity clause in each of its nonexempt subcontracts.

Davis Bacon Act

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

If applicable pursuant to the conditions of a federal funding award:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

Compliance with the Copeland Anti-Kickback Act:

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in 29 C.F.R §5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Coconino County Flood Control District and understands and agrees that Coconino County Flood Control District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Coconino County Flood Control District and understands and agrees that the Coconino County Flood Control District

will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Coconino County Flood Control District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Coconino County Flood Control District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

- (1) The Contractor agrees to provide Coconino County Flood Control District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, Coconino County Flood Control District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit the following certification:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

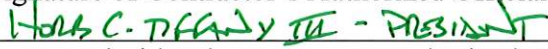
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Tiffany Cabmura, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands

and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official



Date

EXHIBIT B
TO
JOB ORDER CONTRACT
BETWEEN
COCONINO COUNTY FLOOD CONTROL DISTRICT
AND
TIFFANY CONSTRUCTION COMPANY, INC.

[JOC Task Matrix]

See following pages.



Sedona Office
75 Kallof Place
Sedona, Arizona 86336
Office: 928 204-9817
Fax: 928 204-0084

Corporate Office:
7122 North 27th Avenue
Phoenix, Arizona 85051
Office: 602 276-2414
Fax: 602 268-5180

Tiffany Construction Company
License No. 071494 Class A - State of Arizona

Coconino County
Purchasing Department
219 E. Cherry Avenue
Flagstaff, Arizona 86004

February 15, 2023

Dear Members of the Selection Committee:

Thank you for the opportunity to present our Statement of Qualifications for Civil Construction and Project Management services to the Coconino County Flood Control District, JOC Project #2023-105. Our reputation is well known as a competent and trustworthy contractor with the ability to meet budget and schedule to safely achieve the County's goals for every project. **Safety is a priority at Tiffany as evidenced by our current EMOD of 0.65.**

Our past experience includes numerous JOC projects involving flood mitigation and local utility construction within residential neighborhoods and business corridors. Tiffany team members **Mike Garrison, Max Barnes and Joe Reay** will lead the field personnel of skilled, local construction professionals who have experience and success dealing with residents and business owners of Coconino County. Mike, Max and Joe will be joined by Tom Alexander, Courtney Stockstill and myself in the estimation and management of any job orders. Our combined experience represents over 150 years of construction experience.

Our approach to JOC is to anticipate the project's challenges and offer cost-effective and timely solutions.

Tiffany acknowledges one addenda to date and if selected, we have reviewed the contract and we will comply with the terms for this JOC.

Please contact me at (928) 220-0476 if you have any questions about this SOQ and thank you for your consideration.

Sincerely,
TIFFANY CONSTRUCTION COMPANY

A handwritten signature in black ink, appearing to read "Herb Tiffany III".

Herb Tiffany III, President
ht3@tiffanyconst.com

JOC Task Matrix

Exhibit "B"

SERVICES	SELF-Performed	SUB-Contract
Grading		
• Mass Excavation	X	
• Geogrid Installation	X	
o Slope Stabilization	X	
o Drainage Channel Reinforcement	X	
• Placement of Aggregate base	X	
• Soil Stabilization of subgrade	X	X
o Lime Treated	X	X
o Cement Treated	X	X
o Geogrid	X	
o SWPP / NOI / NOT	X	
Asphalt Pavement		
• Preservation		X
o Chip Seal		X
o Crack Filling		X
o Fog Seal		X
o Cape Seal		X
o Slurry Seal		X
o Rubber Chip Seal		X
o Micro Seal		X
o Micro Seal with fiberglass		X
• Rehabilitation		
Asphalt Milling and micro surfacing	X	X
Hot Mix Asphalt overlay 2"	X	X
Hot Mix Asphalt overlay 2" with geogrid	X	X
underlayment		
o Fiber Reinforced Hot Mix Asphalt	X	X
• Reconstruction		
o Hot Mix Asphalt full depth	X	X
o Cold Mix Asphalt	X	
o RAP Asphalt	X	
Drainage Systems		
• Installing Culverts and Catch Basins	X	
• Storm Sewer 36" to 60"	X	
o Manhole	X	X



JOC Services 2023-105
Coconino County Flood Control District

FI

JOC Task Matrix

Exhibit "B"

SERVICES	SELF-Performed	SUB-Contract
o Head wall	X	
Drainage Systems - Continued		
• Open Channel conveyance ditches	X	
• Gabion Baskets	X	
• Rock Riprap	X	
• Detention Ponds	X	
Forest restorations		
• Construction of Fans	X	
• Rock Chutes	X	
• Log rundown	X	
• Rock cluster	X	
• Tree Removal	X	X
• Clear and Grubb	X	
• Gabion Basket	X	
• Trash rack for headwalls	X	X
• Archeological Monitoring		X
Bridge Construction / Reconstruction		
• New Bridge Construction	X	X
• Existing Bridge Repair	X	X
o Bridge deck	X	X
▪ Replacement	X	X
▪ Surface Treatments and repair	X	X
o Abutments and Diaphragms	X	X
o Approach Slabs	X	X
o CIP guard rail		X
o Footing and Scour Repair	X	X
• Box Culverts precast and CIP	X	X
Roadway Support Infrastructure		
• Stripe		X
• Signage	X	
• Installation of New Guard rail and repair and Damaged Guardrail		X
• Cattle guards	X	
• Seeding	X	X



JOC Task Matrix Exhibit "B"		
SERVICES	SELF- Performed	SUB- Contract
• Installation of Landscaping	X	X
Utilities		
• Waterline Adjustment	X	
• Water Valve Replacement and Installation	X	
• Dry Utility Installation and replacement	X	
• Sewer/Wastewater Construction & Repair	X	
• Street Light	X	X
• Traffic Signals and Control Devices	X	X
Emergency Services		
• Snow plow services	X	
• Snow removal	X	
• Set jersey Barriers for flood diversion	X	
• Sand bags manufacture and deployment	X	
• Temporary Drainage Structures	X	
Specialty Services		
• Rock Crushing	X	
• Blasting	X	X
• Roadway Striping		X

EXHIBIT C
TO
JOB ORDER CONTRACT
BETWEEN
COCONINO COUNTY FLOOD CONTROL DISTRICT
AND
TIFFANY CONSTRUCTION COMPANY, INC.

[Performance Bond]

See following page.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Coconino County Flood Control District (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, Article 1, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 6, Article 1, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT D
TO
JOB ORDER CONTRACT
BETWEEN
COCONINO COUNTY FLOOD CONTROL DISTRICT
AND
TIFFANY CONSTRUCTION COMPANY,INC.

[Payment Bond]

See following page.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Coconino County Flood Control District (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, for the material, service or construction described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, Article 1, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Article 1, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

Principal

Seal

By: _____

Surety

Seal

By: _____

Agency of Record



Phoenix Office
 7122 N. 27th Ave.
 Phoenix, Arizona 85051
 Phone: 602.276.2414
 Fax: 602.268.5180

Sedona Office
 75 Kallof Place
 Sedona, Arizona 86336
 Phone: 928.204.9817
 Fax: 928.204.0084

To:	SWI	Contact:	Art Beckwith
Address:	75 KALOFF SEDONA, AZ 86336	Phone:	
		Fax:	
Project Name:	Clarkdale - Broadway Phase 1 Updates	Bid Number:	5942
Project Location:	Clarkdale	Bid Date:	10/27/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	LS	\$4,275.00	\$4,275.00
200	Survey	1.00	LS	\$600.00	\$600.00
300	Quality Control	1.00	LS	\$3,250.00	\$3,250.00
400	Traffic Control	1.00	LS	\$26,400.00	\$26,400.00
500	SWPPP	1.00	LS	\$1,620.00	\$1,620.00
600	Clear And Grub	1.00	LS	\$7,050.00	\$7,050.00
700	Sawcut Existing Asphalt Pavement (Areas 1 & 4)	133.00	LF	\$3.00	\$399.00
800	Sawcut Existing Concrete (Areas 1, 3 & 4)	19.00	LF	\$7.00	\$133.00
900	Remove & Dispose Existing Concrete (Areas 1, 3 & 4)	213.00	SF	\$18.00	\$3,834.00
1000	Remove & Dispose Existing Asphalt (Areas 1 & 4)	254.00	SF	\$15.00	\$3,810.00
1100	Pavement Patch (M.A.G. 200 "T TOP") (Area 3)	15.00	SY	\$494.00	\$7,410.00
1200	Asphalt Sidewalk Patch (Area 3)	8.00	SY	\$252.00	\$2,016.00
1300	Asphalt Paving (Area 1)	40.00	SY	\$192.00	\$7,680.00
1400	Curb & Gutter Patch (Area 3)	8.00	LF	\$246.00	\$1,968.00
1500	Curb Termination (M.A.G. 222) (Area 1)	2.00	EACH	\$570.00	\$1,140.00
1600	Ribbon Curb (M.A.G. 220 Type 'B') (Area 1)	35.00	LF	\$117.00	\$4,095.00
1700	Adjust Manhole Rim To Grade (Area 4)	3.00	EACH	\$2,000.00	\$6,000.00
1800	18" CMP (Area 3)	50.00	LF	\$446.00	\$22,300.00
1900	18" Flared End Section (Area 3)	1.00	EACH	\$541.00	\$541.00
2000	Riprap D50=4" (8" Thick) (Area 2 & 5)	1,578.00	SF	\$5.00	\$7,890.00
2100	Type 'E' Catch Basin (MAG 534) (Area 3)	1.00	EACH	\$12,000.00	\$12,000.00
2200	Gabion Baskets (6'x3'x3') (Area 2)	12.00	EACH	\$2,940.00	\$35,280.00
2200 - Alt A	Grout Existing Dumped Rock And Install Grouted Rip Rap Below Existing Rock Line (Area 2) In Lieu Of Item 2200, Savings Of \$25,180	0.00	LS	\$10,100.00	\$0.00
2300	Gabion Mattress (Area 3)	2.00	EACH	\$7,090.00	\$14,180.00
2400	Grade Drainage Swale (min 4' Wide X 1.67' Deep) (Area 2)	327.00	LF	\$14.00	\$4,578.00

Base Bid Price Subtotal: **\$178,449.00**

Clarkdale Sales Tax 7.05%: **\$12,585.12**

Total Bid Price: **\$191,034.12**

Notes:

- The unforeseen and historically unique global supply chain issues are significantly impacting our ability to obtain materials and to hold prices as quoted at the time of bid proposal. Current communications from our suppliers are indicating material delays, shortages, and price increases on a regular basis. Some suppliers have sent letters declaring a Force Majeure event. Bid prices and our ability to meet construction schedules may be affected.
- Tiffany Construction will not engage in or execute any contract with Liquidated Damages.

- Bid excludes: Hard Rock Excavation, Removal or Remediation of Unsuitable Soils, Asphalt Cut Fees, Bonds, All Permits and Permit fees, Payments for all governmental Street Pavement Cut Policies, Invoice Processing Fees such as Textura or similar, Engineering, Special Inspections (Including Concrete & Masonry construction), As-Builts, Footing Excavation & Footing Backfill, Over Excavation, Demolition Other than Specified, Finish Grade for Landscape, Soil Sterilization, Structural Excavation and Backfill, Import, Export, Handling or Disposing of Existing Spills or Hazardous Waste, Removal of Utilities or Buried Sanitation Devices, Removal or Remediation Costs of Existing Wells, Striping, Signage, Final Adjustments of Water Valves, Cleanouts, Utility Installation and or Relocation, Building backfill, Chip Seal, Prime coat, Fog seal, SWPPP Prevention Plan Permit Cost and Obtaining Permit, SWPPP/N.P.D.E.S., Planter Backfill, Parkway grading, Moving or Removing Other Trades spoils and material. Parking Meter Hooding Permit and Cost. Bid explicitly excludes all items not specifically identified as a bid item.
- Bid is based on 1 mobilization additional mobilization will be at cost plus 15%. All soils from drainage swale and rip rap excavations to be dispersed as to eliminate any need for haul off. Only haul off would be concrete and asphalt that was removed and replaced, and vegetation from the clear and grub item. Adjustments for Manholes are maximum of 6", and will be of the collar, not going to the cone of the manhole.
- Material prices are good for 30 days from date of proposal any additional cost will be passed to owner or General Contractor.
- This price is subject to fuel escalations.
- Dust Control by Tiffany Construction is only for Tiffany work items and only applies when Tiffany is actively working on the project. All Dust Control mitigation is the responsibility of the General Contractor or Owner after substantial completion of the work is completed by Tiffany Construction Company.
- All materials, subs and rental equipment will be invoiced plus 15% for T & M.
- If the requirements of the contract were unavailable during the preparation of the bid, and any of these requirements contribute to unexpected additional costs this may cause the overall bid price to increase. Bid is based upon both parties reaching a mutually agreeable contract.
- This proposal and the complete terms and conditions of this proposal shall be included in any contract or subcontract prepared by owner or General Contractor.
- Bid is based solely upon the work defined in the Civil Plans. Scope of work defined in the Architectural, Structural, Landscape, Mechanical, Electrical, and Plumbing Plans is specifically excluded.
- Payments to comply with the Arizona Prompt Pay Act. If retainage is to be withheld, it will be 10% of the first 50% of the contract and then the retainage will be reduced to 5% for all work completed and 5% for all remaining work to be completed as part of the contract. Final Payment with zero retention is due to Tiffany within thirty days after completion of Tiffany Construction's scope of work.
- This bid is based on the following drawings and specifications (dated): Broadway Overlay - Phase 1 Drainage Updates, Prepared by Ardurra on 10/13/23
- Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed because of this, the contract time shall be extended appropriately.
- If during the performance of this project the cost of materials significantly increases through no fault of Tiffany Construction Company, we reserve the right to equitably adjust the price of the items affected.
- Water Meters to be provided by governing agency. Tiffany Construction excludes furnishing water meters.
- Our bid is predicated upon the acceptance of the complete presented bid package. Over time, our expertise has demonstrated that fragmenting project components across various contractors often leads to oversights and misconceptions regarding who is responsible for specific aspects. This fragmented approach can result in essential items being inadvertently omitted, with assumptions made about their coverage within the scope of others' work. Additionally, this approach frequently introduces inefficiencies characterized by frequent stops and starts due to delays resulting from coordination with other contractors. In the event that any items are removed or their scope is reduced after the bid has been presented, it may become necessary to reassess the pricing of the remaining items. This evaluation accounts for indirect costs that were initially encompassed within the removed or reduced scope items. This precaution ensures the maintenance of a balanced cost structure and safeguards against potential discrepancies arising from alterations to the project scope.

Payment Terms:

Net 30. Final billing will be based upon measurement of actual work performed at unit prices herein stated.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Tiffany Construction Company, Inc.

ROC 071494

Authorized Signature: 

Estimator: Herb Tiffany IV
928-300-6875 HT4@tiffanyconst.com



Phoenix Office
 7122 N. 27th Ave.
 Phoenix, Arizona 85051
 Phone: 602.276.2414
 Fax: 602.268.5180

Sedona Office
 75 Kallof Place
 Sedona, Arizona 86336
 Phone: 928.204.9817
 Fax: 928.204.0084

To:	CLARKDALE	Contact:	Lou Anderson
Address:	BOX 308/890 MAIN STREET CLARKDALE, AZ 86324 YAVAPI	Phone:	928-639-2550
		Fax:	928-639-2559
Project Name:	6018 CLARKDALE: BROADWAY OVERLAY PHASE 2 -Revised 1-3-24	Bid Number:	6018
Project Location:	Clarkdale, AZ	Bid Date:	1/3/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	CLEAR & GRUB	1.00	LS	\$3,030.00	\$3,030.00
2	MISC. DISPOSAL AC PAVEMENT & CONCRETE REMOVE AND DISPOSE OF EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350.	2,642.00	SY	\$17.00	\$44,914.00
3	SAWCUT EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350. FOLLOW DETAILS D AND ON SHEET C3 FOR SAWCUT LINE LOCATION.	6,485.00	LF	\$2.00	\$12,970.00
4	REMOVE EXISTING SIGN AND POST AS NEEDED FOR CONSTRUCTION OF PROPOSED IMPROVEMENTS. DISPOSE OF EXISTING POST AND SALVAGE SIGN TO BE REUSED ON NEW POST PER M.A.G. SPECS. 336 & 350.	1.00	EACH	\$182.00	\$182.00
5	REMOVE AND DISPOSE EXSTING CURB & GUTTER	75.00	LF	\$17.20	\$1,290.00
6	REMOVE AND DISPOSE OF EXISTING CATCH BASINS	2.00	EACH	\$1,070.00	\$2,140.00
7	PROTECT IN PLACE	1.00	LS	\$1,330.00	\$1,330.00
8	EARTHWORK EXCAVATION	1,760.00	CY	\$25.00	\$44,000.00
9	EARTHWORK EMBANKMENT	1,100.00	CY	\$32.40	\$35,640.00
10	SUBGRADE PREPARATION	13,862.00	SY	\$4.00	\$55,448.00
11	6" AGGREGATE BASE COURSE	861.00	CY	\$127.00	\$109,347.00
12	4" ASPHALT CONCRETE	773.00	TON	\$154.00	\$119,042.00
13	CONSTRUCT 2" AC OVERLAY ON EXISTING PAVEMENT. SEE OVERLAY DETAIL "F" ON SHEET C3.	1,295.00	TON	\$188.00	\$243,460.00
14	CONSTRUCT CONCRETE SCUPPER PER M.A.G. STD DTL 206-1,2 & 3.	1.00	EACH	\$9,060.00	\$9,060.00
15	CONSTRUCT SPILLWAY EXTENTION PER M.A.G. STD DTL 206	148.00	LF	\$246.00	\$36,408.00
16	CONSTRUCT VERTICAL CURB & GUTTER TYPE"A" PER M.A.G. STD. DTL. 222.	6,438.00	LF	\$46.00	\$296,148.00
17	CONSTRUCT CURB TERMINATION, 2'-6" IN LENGTH PER M.A.G. STD. DTL. 222.	9.00	EACH	\$130.00	\$1,170.00
18	CONSTRUCT DEPRESSED CURB OPENING. SEE DETAIL H SHEET C3.	8.00	LF	\$128.00	\$1,024.00
19	CONSTRUCT ASPHALT CONCRETE SIDEWALK 5' WIDE AND 2" THICK. SUBGRADE PER M.A.G. STD. SPEC. 301.	159.00	TON	\$281.00	\$44,679.00
20	CONSTRUCT CONCRETE SIDEWALK 5' WIDE AND 4" THICK. SUBGRADE PER M.A.G. STD. SPEC. 301.	399.00	SY	\$131.00	\$52,269.00
21	CONSTRUCT CMU RETAINING WALL (DESIGN BY OTHERS) (EXCLUDES WATERPROOFING)	276.00	SF	\$178.00	\$49,128.00
22	INSTALL SAFETY RAILING PER M.A.G. 145 (TYPE 2)	128.00	LF	\$93.00	\$11,904.00
23	INSTALL SAFETY RAILING PER M.A.G. 145 (TYPE 4)	368.00	LF	\$104.00	\$38,272.00
24	CONSTRUCT SIDEWALK RAMP PER M.A.G. STD. DTL. 235-3.	8.00	EACH	\$3,670.00	\$29,360.00
25	REMOVE & SALVAGE EXISTING MAILBOX. SALVAGED MAILBOX TO BE REINSTALLED AFTER ROADWAY REPLACEMENT IN NEW LOCATION PER PLANS.	4.00	EACH	\$310.00	\$1,240.00
26	LANE STRIPING	1.00	LS	\$5,330.00	\$5,330.00
27	INSTALL BIKE LANE SYMBOL PER MUTCD SECTION 9C.	7.00	EACH	\$100.00	\$700.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
28	SEE DETAIL I SHEET C3. INSTALL 12" WIDE WHITE CROSS WALK STRIPE PER MUTCD SECTION 3A. SEE DETAIL I SHEET C3.	370.00	LF	\$1.60	\$592.00
29	INSTALL 18" WIDE WHITE STOP BAR STRIPE PER MUTCH SECTION 3A. SEE DETAIL I SHEET C3.	70.00	LF	\$2.40	\$168.00
30	RE-INSTALL SALVAGED R1-1 STOP SIGN ON NEW POST	1.00	EACH	\$669.00	\$669.00
31	CONSTRUCT CATCH BASIN PER M.A.G. STD. DETAIL 533 WITH 17' WING	1.00	EACH	\$19,303.00	\$19,303.00
32	MOBILIZATION	1.00	LS	\$44,576.00	\$44,576.00
33	TRAFFIC CONTROL	1.00	LS	\$210,000.00	\$210,000.00
34	EROSION CONTROL (NOT IN PLANS - REQUIREMENTS UNKNOWN)	1.00	LS	\$0.00	\$0.00
35	QA/QC TESTING	1.00	LS	\$31,400.00	\$31,400.00
36	CONSTRUCTION STAKING	1.00	LS	\$26,940.00	\$26,940.00
37	AS-BUILT PLAN PREPARATION	1.00	LS	\$3,360.00	\$3,360.00

Base Bid Price Subtotal: \$1,586,493.00

Total Bid Price: \$1,586,493.00

Notes:

- The unforeseen and historically unique global supply chain issues are significantly impacting our ability to obtain materials and to hold prices as quoted at the time of bid proposal. Current communications from our suppliers are indicating material delays, shortages, and price increases on a regular basis. Some suppliers have sent letters declaring a Force Majeure event. Bid prices and our ability to meet construction schedules may be affected.
- Bid excludes: Hard Rock Excavation, Removal or Remediation of Unsuitable Soils, All Permits and Permit fees, Payments for all governmental Street Pavement Cut Policies, Invoice Processing Fees such as Textura or similar, Engineering, Special Inspections (Including Concrete & Masonry construction), Over Excavation, Demolition Other than Specified, Soil Sterilization, Export, Handling or Disposing of Existing Spills or Hazardous Waste, Removal of Utilities or Buried Sanitation Devices, Removal or Remediation Costs of Existing Wells. Utility Installation and or Relocation, Building backfill, Chip Seal, Prime coat, Fog seal, SWPPP Prevention Plan Permit Cost and Obtaining Permit, SWPPP/N.P.D.E.S., Planter Backfill, Moving or Removing Other Trades spoils and material. Bid explicitly excludes all items not specifically identified as a bid item.
- Bid is based on 1 mobilization additional mobilization will be at cost plus 15%.
- This price is subject to fuel escalations.
- All materials, subs and rental equipment will be invoiced plus 15% for T & M.
- If the requirements of the contract were unavailable during the preparation of the bid, and any of these requirements contribute to unexpected additional costs this may cause the overall bid price to increase. Bid is based upon both parties reaching a mutually agreeable contract.
- This proposal and the complete terms and conditions of this proposal shall be included in any contract or subcontract prepared by owner or General Contractor.
- Bid is based solely upon the work defined in the Civil Plans. Scope of work defined in the Architectural, Structural, Landscape, Mechanical, Electrical, and Plumbing Plans is specifically excluded.
- Payments to comply with the Arizona Prompt Pay Act. If retainage is to be withheld, it will be 10% of the first 50% of the contract and then the retainage will be reduced to 5% for all work completed and 5% for all remaining work to be completed as part of the contract. Final Payment with zero retention is due to Tiffany within thirty days after completion of Tiffany Construction's scope of work.
- This bid is based on the following drawings and specifications: 223132 - Broadway Overlay-Phase2 (2023-07-11 sealed).pdf dated 10/18/2023 4:03 PM 8,367 KB
- If during the performance of this project the cost of materials significantly increases through no fault of Tiffany Construction Company, we reserve the right to equitably adjust the price of the items affected. (Cost Of ABC Is \$ **19.25** / Ton As Of **1-1-24** And Is Limited To Acceptance Within 30 Days From The Date Of Quotation After Which Time Is Subject To Review/Revision.) (Cost Of Asphalt Is \$ **105.25** / Ton As Of **1-1-24** And Is Limited To Acceptance Within 30 Days From The Date Of Quotation After Which Time Is Subject To Review/Revision.) (Cost Of 3000 PSI MAG-A Concrete Is \$ **151.50** / CY As Of **1-1-24** And Is Limited To Acceptance Within 30 Days From The Date Of Quotation After Which Time Is Subject To Review/Revision.) (Cost Of 2500 PSI MAG-B Concrete Is \$ **155.50** / CY As Of **1-1-24** And Is Limited To Acceptance Within 30 Days From The Date Of Quotation After Which Time Is Subject To Review/Revision.)

Payment Terms:

Net 30. Final billing will be based upon measurement of actual work performed at unit prices herein stated.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****Tiffany Construction Company, Inc.****ROC 071494****Authorized Signature:**

Estimator: Courtney Stockstill
602-276-2414 cstockstill@tiffanyconst.com