NOTICE OF A REGULAR MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE
TUESDAY, FEBRUARY 27, 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.

AMENDED
(Item 7a added)

Town of Clarkdale Vision

The Town of Clarkdale connects our unique history, proximity to the Verde River, and small-town charm to a future with a vibrant economy.
We cultivate an environment where residents and businesses can thrive; providing services and jobs for our residents and capitalizing upon tourism.
We sustainably enhance our infrastructure, support the arts and education, and develop recreational opportunities to create a bright future for our entire community.

PURSUANT TO A.R.S. §38-431.02, NOTICE IS HEREBY GIVEN to the members of the Common Council of the Town of Clarkdale and to the general public that the Town of Clarkdale Town Council will hold a Regular Meeting open to the public on Tuesday, February 27, 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
- Water, Wastewater and Cottonwood Area Transit Report
- Police Department Report
- Verde Valley Humane Society

A. Finance Report (submitted with Council packet)

5. PROCLAMATIONS

A. Proclamation - Teen Dating Violence Awareness Month

Discuss, consider and act upon a proclamation declaring February as National Teen Dating Violence Awareness and Prevention Month.

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 Feb. 13, 2024.

B. Municipal Court Service for the Town of Clarkdale

Consider and act upon a renewal of the Intergovernmental Agreement (IGA) with the City of Cottonwood to provide for Municipal Court Services.

C. Magistrate Services for the Town of Clarkdale

Consider and act upon an agreement for Clarkdale Magistrate Services and re-appoint Catherine Kelley to serve as the Clarkdale Town Magistrate.

D. Prosecuting Attorney Services for the Town of Clarkdale

Consider and act upon the renewal of the Professional Services Agreement with Musgrove, Drutz, Kack & Gautreaux, PC to provide prosecuting attorney services for

the Town of Clarkdale.

E. Town Wide Printing and Products Services

Consider and act upon a Professional Services Agreement with Nick of Time Productions, LLC for Town Wide Printing and Products Services.

7. NEW BUSINESS

A. Town of Clarkdale Marketing Update

Presentation only to provide the Council with an update on the 2023-2024 marketing campaign with Dog Cat Mouse Media for content creation and branding guidance.

B. Patio Park Revitalization Strategy

Discuss, consider and act upon Resolution #1709 regarding the Patio Park Revitalization Strategy and authorizing the Town Manager to take all actions necessary to implement the Strategy.

C. Ratification of a Grant Application for National Night Out Funding

Discuss, consider and act upon a request to ratify the application for a grant for the Arizona Blue Cross Blue Shield Foundation for Community and Health Advancement Charitable Events in the amount of $2,500 for Clarkdale's National Night Out event.

D. Ratification of a Grant Application for Firehouse Subs

Discuss, consider and act upon a request to ratify an application for the Firehouse Subs Grant for a new Police Rescue ATV valued at $35,759.36.

E. Ratification of a Grant Application for Clubhouse Window Repair or Replacement

Discuss, consider and act upon a request to ratify the application for a Cynthia Woods Mitchell Fund for Historic Interiors Grant from the National Trust for Historic Preservation in the amount of $15,000 to be used for window repair and/or replacement in the Clark Memorial Clubhouse.

F. Parks and Recreation Commission Youth Advisory Member

Discuss, consider and act upon the recommendation from the Parks and Recreation Commission to add a Youth Advisory Member to the Commission.

G. Clarkdale Historical Society and Museum Facilities Use Agreement

Discuss, consider and act upon the 2023-2024 Reimbursement Agreement for the use of Town Facilities by the Clarkdale Historical Society and Museum.

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 the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation:

A. YAN Water Rights Settlement

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

    A. YAN Water Rights Settlement

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:

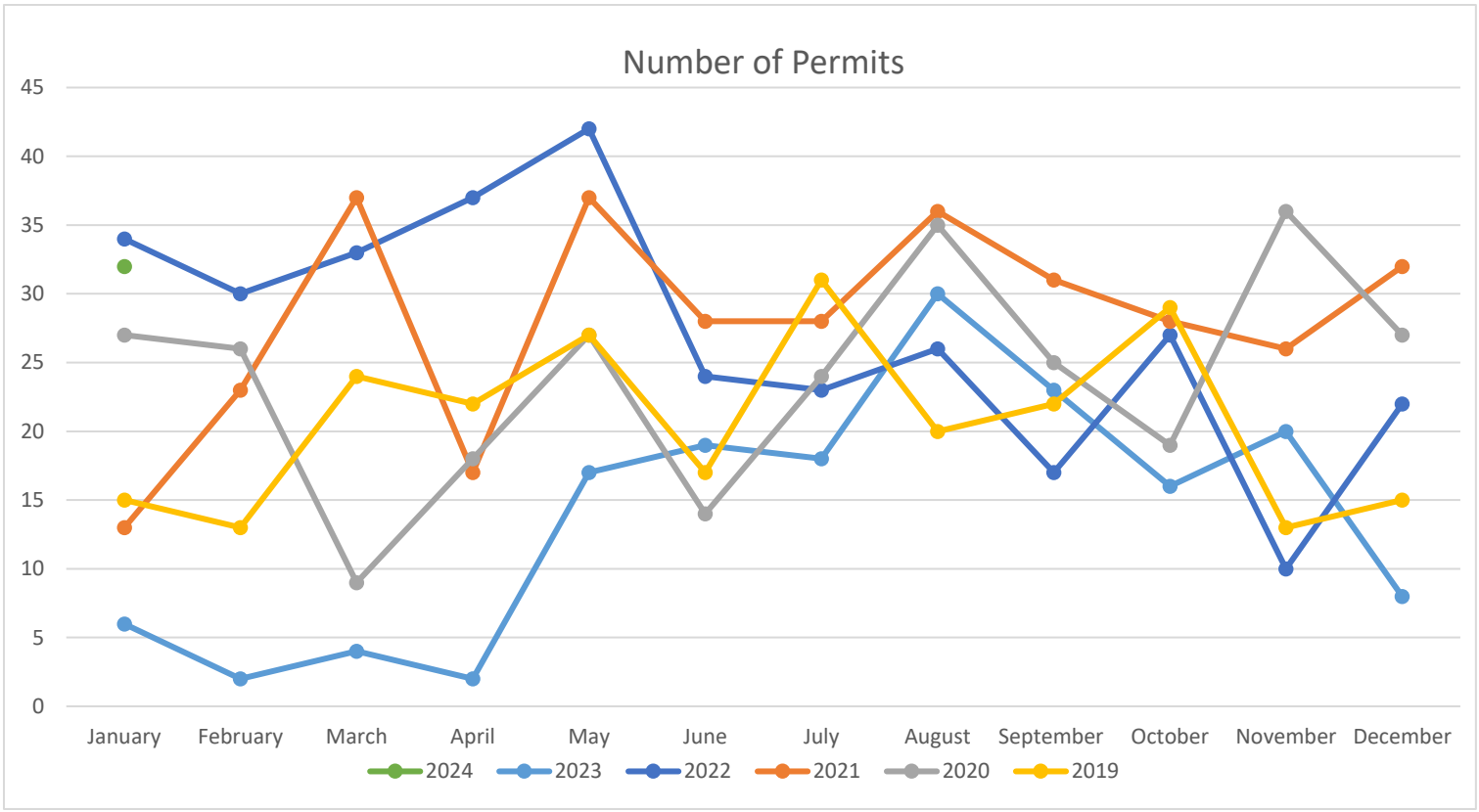
COPPER
Customer focused
Open, transparent and equitable
Preserving our history, charm, and environment
Planning for a sustainable future
Economic and social resiliency
Resourceful and innovative

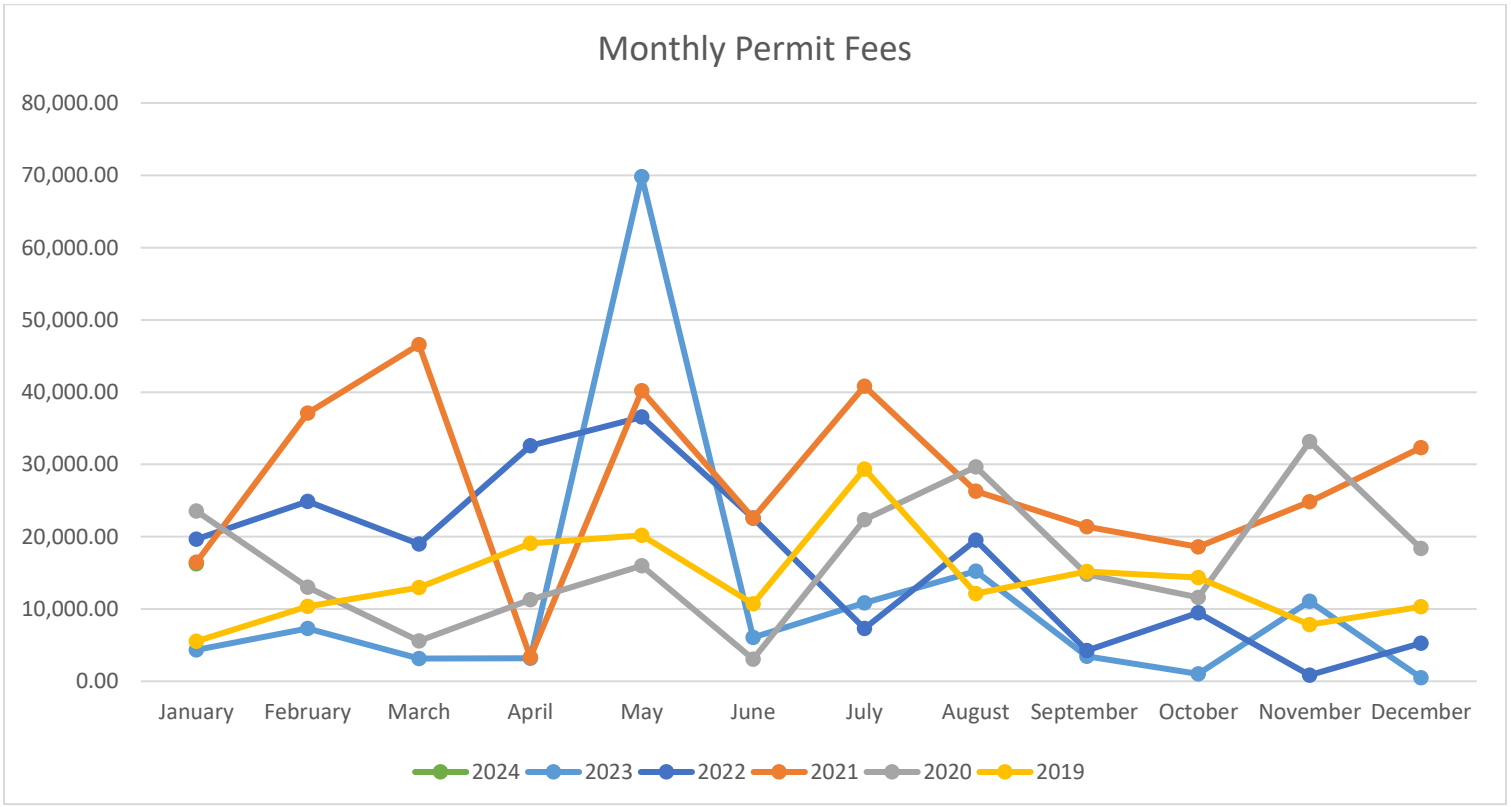
Mission

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
January 2024



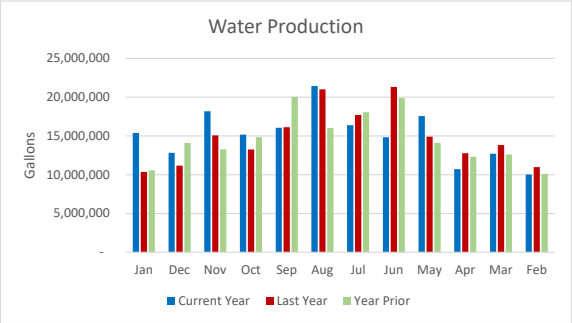


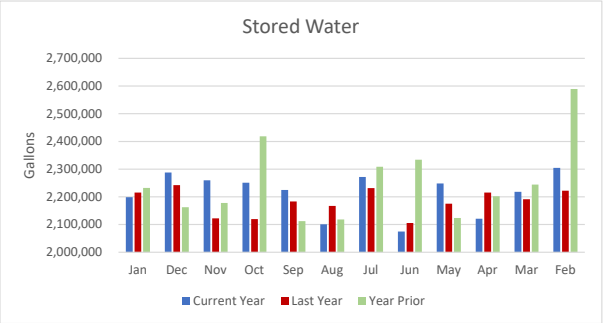
Clarkdale Magistrate Court

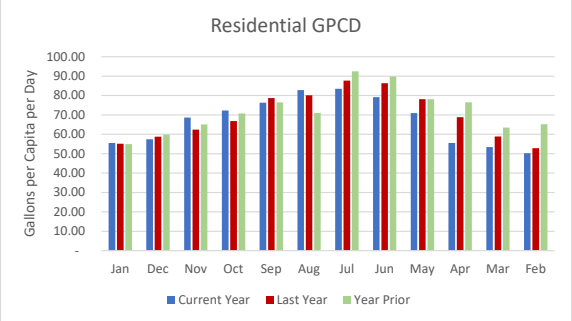
January 2023-2024 Comparative Stats

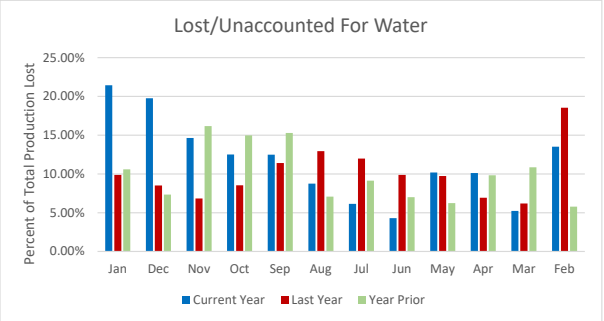
	Jan 2023	Jan 2024
Criminal Cases	1	13
Civil Traffic Cases	18	34
Total Cases	19	47
Revenue to Town	$3,989	$4,296

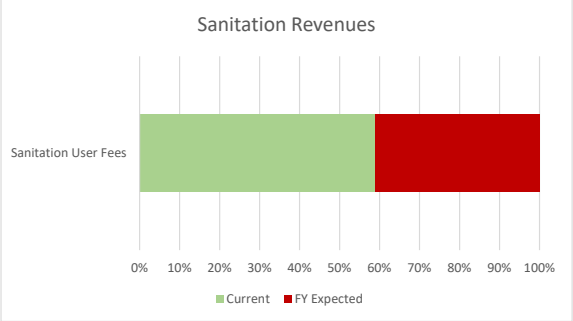
Public Works Monthly Report

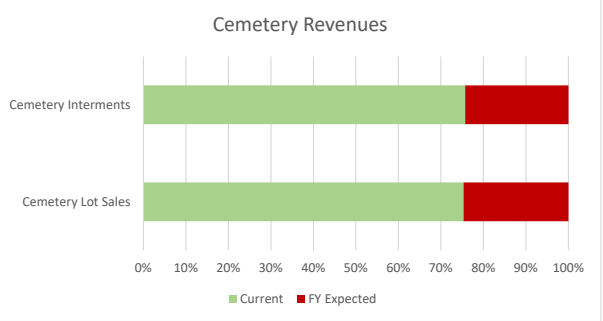


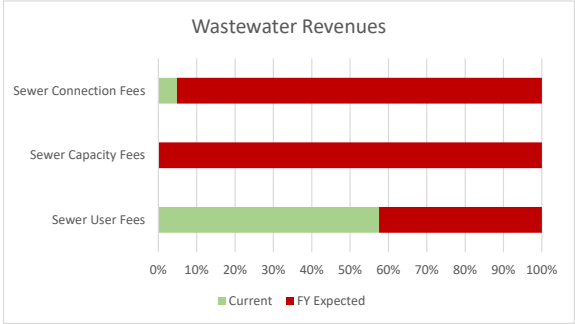


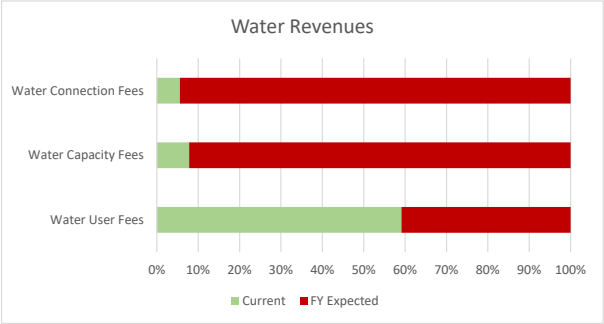


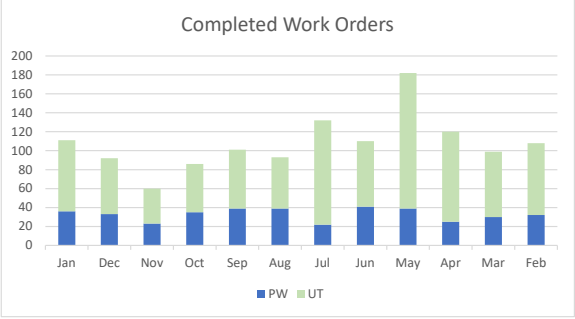








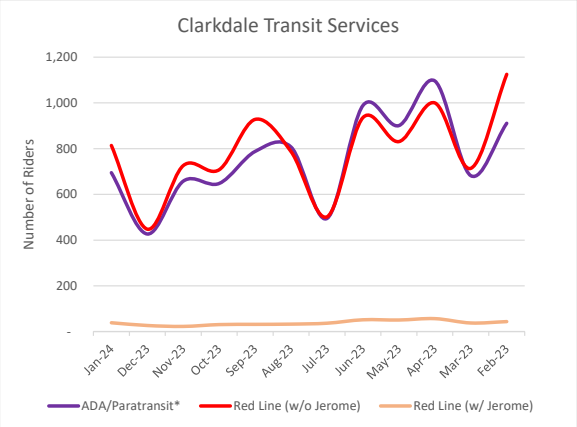


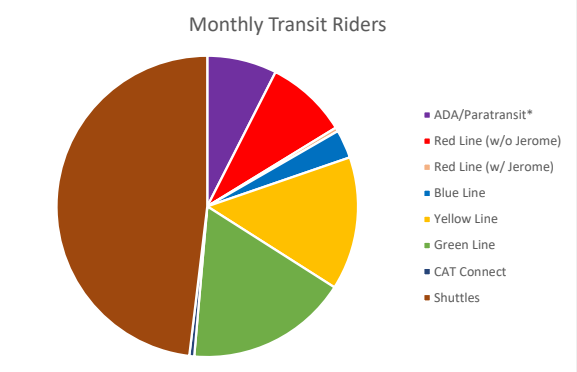


59% of FY completed as of 1/31/2024

Reason for growth in lost water is due to storage tank cleaning.

January-24





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**	**3:45**	**4:30**	**5:15**	**6:00**
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**	**3:47**	**4:32**	**5:17**	**6:02**
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**	**3:48**	**4:33**	**5:18**	**6:03**
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**	**3:53**	**4:38**	**5:23**	**6:08**
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**	**3:55**	**4:40**	**5:25**	**6:10**
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**	**4:00**	**4:45**	**5:30**	**6:15**
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**	**4:07**	**4:52**	**5:37**	**6:22**
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**	**4:09**	**4:54**	**5:39**	**6:24**
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**	**4:11**	**4:56**	**5:41**	**6:26**
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**	**4:13**	**4:58**	**5:43**	**6:28**
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**	**4:16**	**5:01**	**5:46**	**6:31**

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

JEROME Thursdays Only 8:15 AM – 6:54 PM

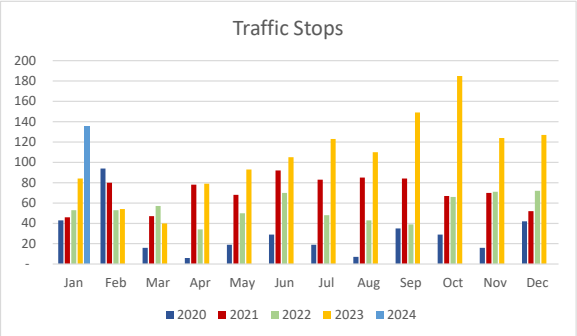
Bus Stop				
COTTONWOOD TO CLARKDALE				
1	**Depart – Cottonwood Library**	8:15	11:15	**6:00**
2	Cottonwood St. & 6th St.	8:17	11:17	**6:02**
3	E. Cottonwood St/ S.Willard St *(Spectrum Healthcare)*	8:18	11:18	**6:03**
4	Black Hills Dr./Gale Ave	8:23	11:23	**6:08**
5	Yavapai College *(Front Only)*	8:25	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**

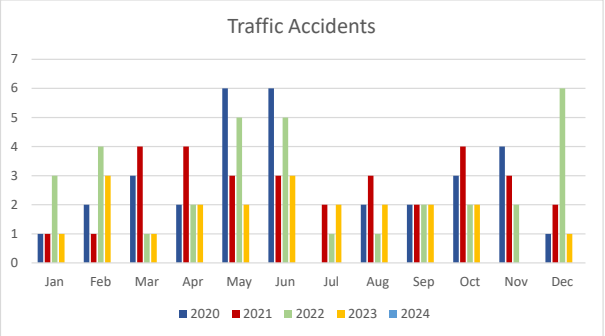
8/21/2022 All routes reinstated.
10/1/2022 Jerome route started.

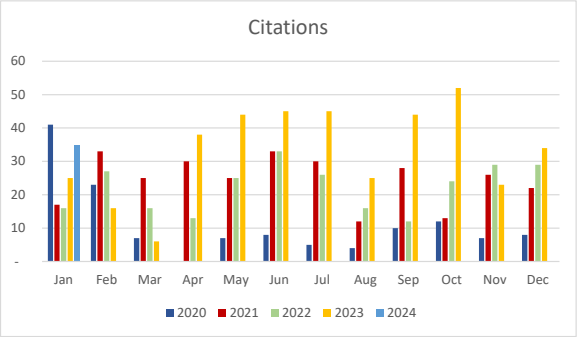
*ADA/Paratransit numbers are for all services, regardless of origin or destination.

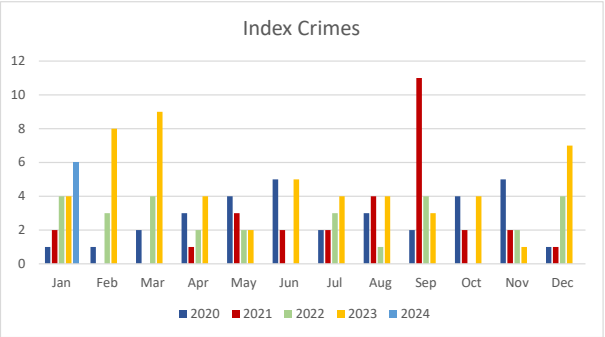
Missing data for the following date ranges:
02/12/2023-02/18/2023
06/05/2023-06/10/2023
06/25/2023-07/01/2023
08/05/2023-08/12/2023
09/03/2023-09/09/2023
10/22/2023-11/11/2023
11/19-2023-11/25/2023
12/03/2023-12/09/2023

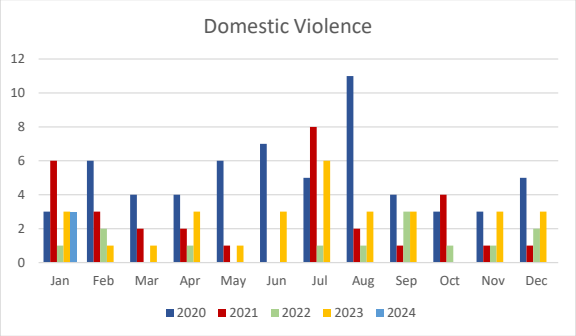
Police Department Monthly Report

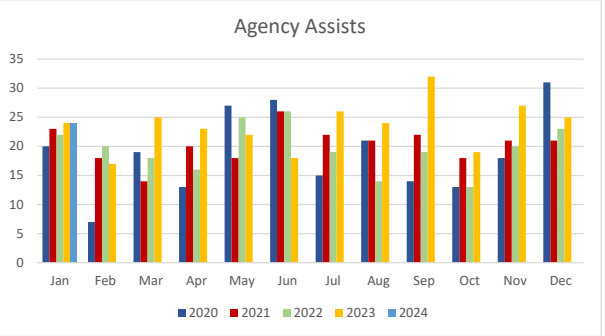


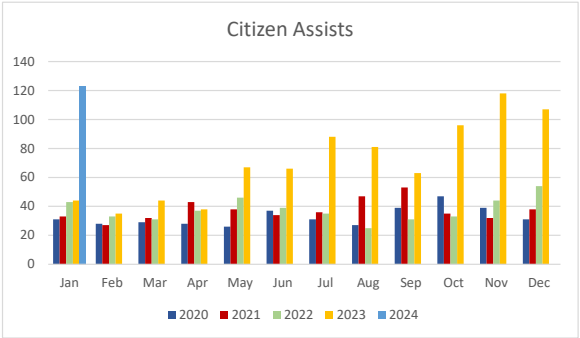










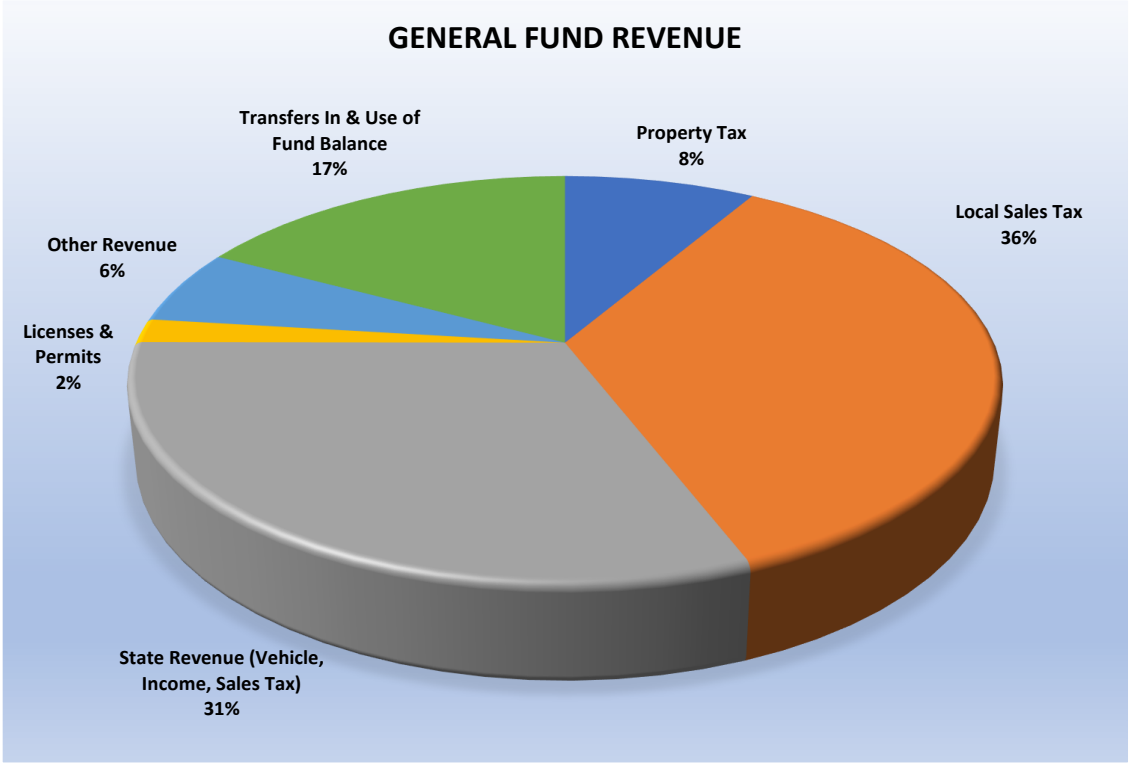


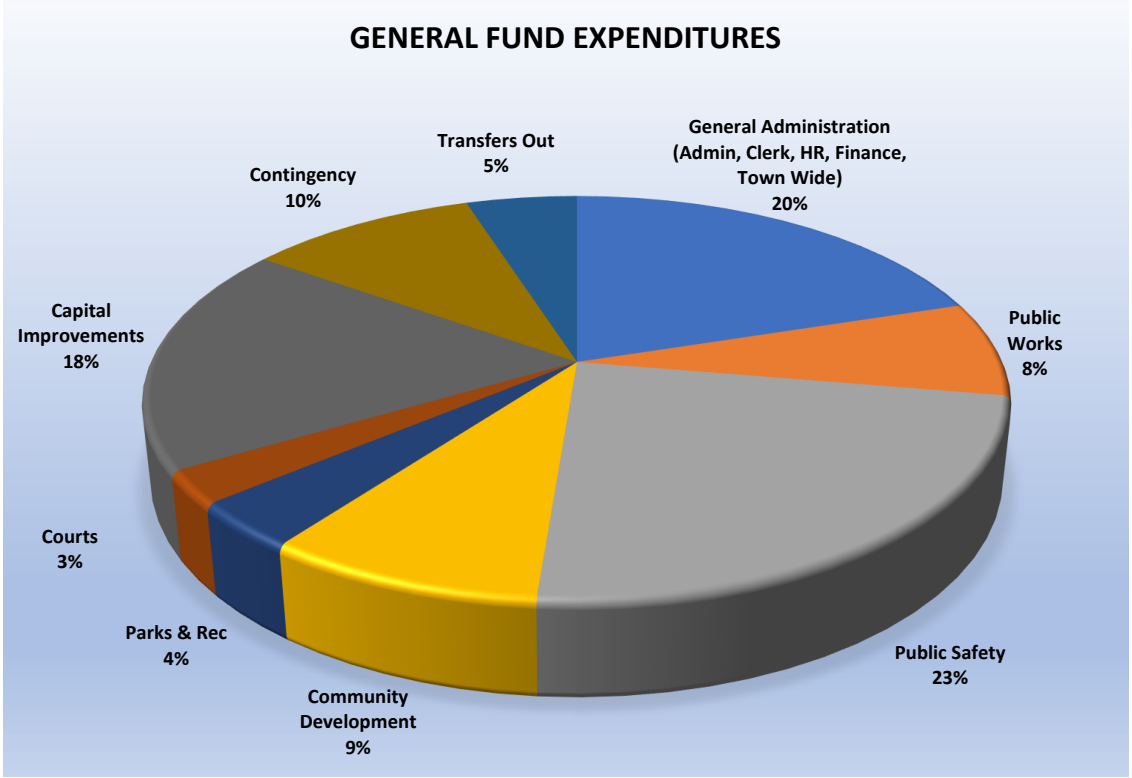
Comments:
There were six index crimes in January: four thefts and two assaults. Two thefts are unsolved after leads are exhausted: a porch theft and a shoplifting. One theft investigation in Centerville resulted in the arrest of the suspect. The final theft was the theft of a motor vehicle following a domestic violence-related assault. The vehicle was recovered but the offender fled and has not been located. There were two other domestic violence-related assaults in January; in both instances the offender was arrested.

Verde Valley Humane Society					
1520 W. Mingus Avenue					
Cottonwood, AZ. 86326					
928-634-7387					
					02/01/2024
Clarkdale FY Monthly Intake Reports - January 2024					
Date	Type	Species	ID #	Disposition Type	Date
1/3/24	STRAY - ACO	CANINE	D050582-0124	ADOPTION	1/18/2024
1/7/2024	Quarantine	CANINE	D50597-0124	RECLAIMED	1/16/2024
	Total: 2				

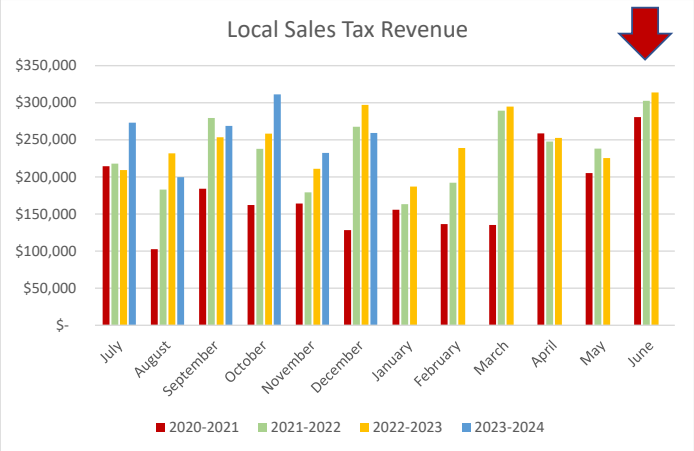
Finance Department Monthly Report

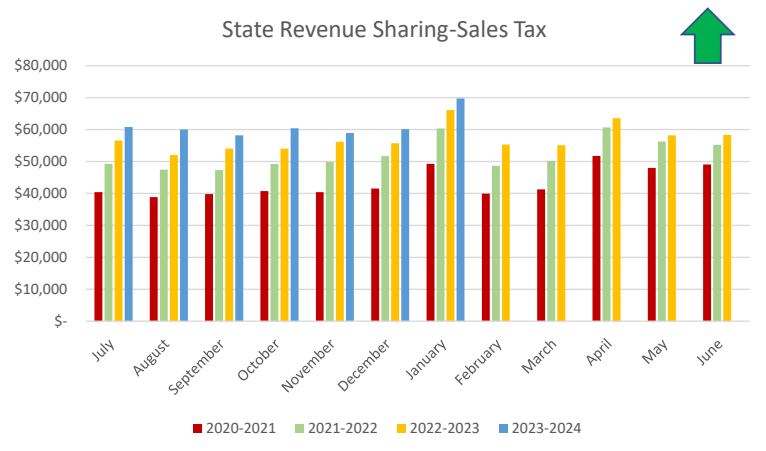
FY2023-2024 Budgeted Revenue and Expenditures by Category

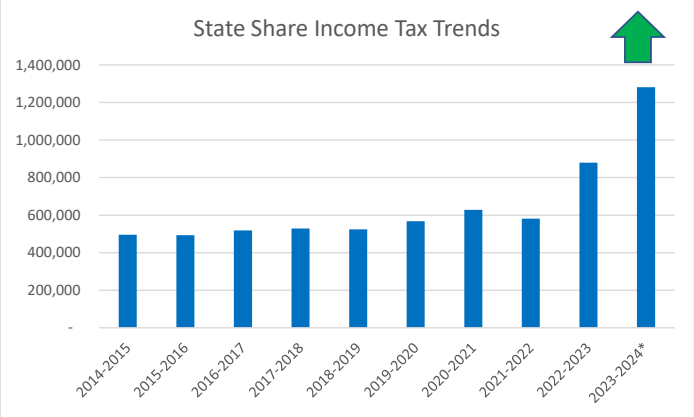


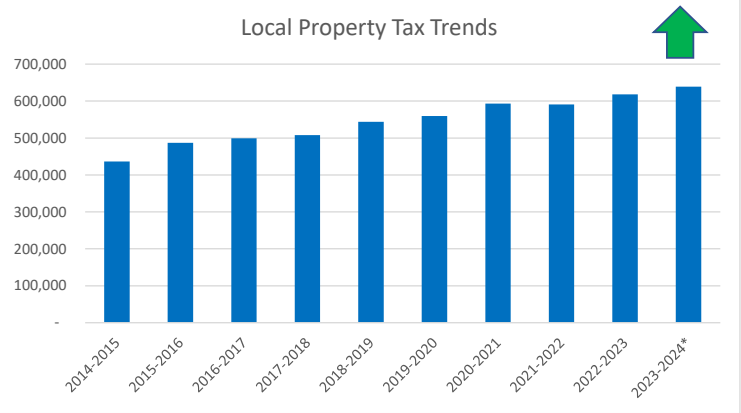


Finance Department Monthly Report
January 2024

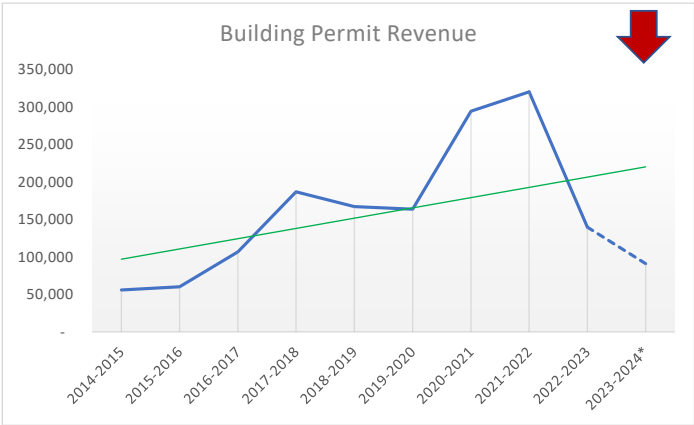








*Projected



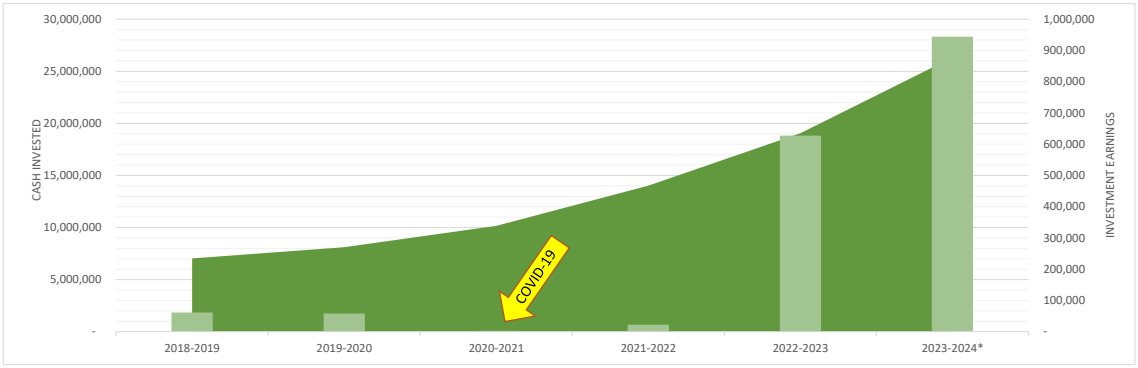
*Straightline projection yields revenues of $130,374, projection shown above is 70%.

Comments

→Local Sales Tax receipts for December 2022 exceeded collections from December 2023. Additional receipts may come in for December; will continue to watch.
→State Revenue Sharing in 2023/2024 continues to exceed 2022 receipts.
→Cumulative Building Permit revenues through January 31 total $76,226. 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.
→nterest earnings continue to exceed expectations with FYTD earnings totaling $786,234. $6.3million of funding was received and invested for the Bitter Creek Bridge project in July.
→Department and Administrator budget meetings are scheduled to begin Tuesday, February 20.

Finance Department Monthly Report
Investment Earnings

Fund	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	Fiscal Year-to-Date
	FY2023-2024													
General Fund	$ 140,000	$ 41,234	$ 51,098	$ 49,833	$ 51,819	$ 52,378	$ 54,015	$ 53,406	$ -	$ -	$ -	$ -	$ -	**$ 353,783**
Grants Fund (Bitter Creek Bridge)	$ -	$ 23,313	$ 27,882	$ 27,133	$ 28,266	$ 27,194	$ 28,449	$ 28,235	$ -	$ -	$ -	$ -	$ -	**$ 190,471**
Streets Fund	$ 11,000	$ 3,251	$ 3,365	$ 3,291	$ 3,432	$ 3,342	$ 3,479	$ 3,480	$ -	$ -	$ -	$ -	$ -	**$ 23,639**
HURF Fund	$ 26,000	$ 8,988	$ 9,495	$ 9,449	$ 10,008	$ 9,911	$ 10,501	$ 10,679	$ -	$ -	$ -	$ -	$ -	**$ 69,032**
Wastewater Fund	$ 26,000	$ 7,531	$ 7,793	$ 7,622	$ 7,949	$ 7,741	$ 8,058	$ 8,060	$ -	$ -	$ -	$ -	$ -	**$ 54,754**
Cemetery Fund	$ 3,275	$ 962	$ 996	$ 974	$ 1,016	$ 989	$ 943	$ 1,030	$ -	$ -	$ -	$ -	$ -	**$ 6,911**
Sanitation Fund	$ -	$ -	$ 135	$ 132	$ 137	$ 134	$ 139	$ 139	$ -	$ -	$ -	$ -	$ -	**$ 815**
Water Fund	$ 41,000	$ 11,943	$ 12,359	$ 12,087	$ 12,606	$ 12,275	$ 12,778	$ 12,782	$ -	$ -	$ -	$ -	$ -	**$ 86,830**
	$ 247,275	**$ 97,224**	**$ 113,122**	**$ 110,518**	**$ 115,234**	**$ 113,964**	**$ 118,361**	**$ 117,811**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 786,234**
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%	318%	318%	318%	318%	318%	**318%**	



*Projected-Straight-line projection yields investment income of $1,347,978 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 with the following historical investment performance as of January 31, 2024:

1 Month	QTD	3 Months	YTD	1 Year	3 Years	5 Years
5.32%	5.32%	5.33%	5.28%	5.06%	2.31%	1.88%

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
LOCAL REVENUE	5,226,640.00	402,307.27	2,541,189.91	48.62	2,685,450.09
STATE REVENUE	2,338,628.00	182,354.03	1,327,590.95	56.77	1,011,037.05
TOTAL REVENUES	7,565,268.00	584,661.30	3,868,780.86	51.14	3,696,487.14
EXPENDITURE SUMMARY					
CONTINGENCY & TRANSFERS	2,532,400.00	0.00	67,153.28	2.65	2,465,246.72
ADMINISTRATION	216,636.00	16,561.89	121,695.81	56.18	94,940.19
TOWN CLERK	165,092.00	14,843.02	89,604.56	54.28	75,487.44
HUMAN RESOURCES	165,666.00	12,561.50	124,903.42	75.39	40,762.58
FINANCE	312,866.00	25,841.91	172,504.05	55.14	140,361.95
TOWN WIDE	657,885.00	48,114.77	345,158.98	52.46	312,726.02
COMMUNITY DEVELOPMENT	675,765.00	35,270.16	264,142.08	39.09	411,622.92
PARKS & RECREATION	280,198.00	21,305.43	133,758.64	47.74	146,439.36
COURT	199,634.00	7,175.03	83,904.64	42.03	115,729.36
POLICE	1,716,139.00	135,454.12	959,052.66	55.88	757,086.34
VERDE RIVER RAPS	68,240.00	1,624.45	25,887.85	37.94	42,352.15
PUBLIC WORKS	574,747.00	36,986.06	273,725.06	47.63	301,021.94
TOTAL EXPENDITURES	7,565,268.00	355,738.34	2,661,491.03	35.18	4,903,776.97
REVENUES OVER/(UNDER) EXPENDITURES	0.00	228,922.96	1,207,289.83		(1,207,289.83)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
LOCAL REVENUE					
01-4-4000-4001 FRANCHISE ROYALTIES	100,000.00	22,470.35	54,266.84	54.27	45,733.16
01-4-4000-4002 BUSINESS & HOME OCC LICENSES	8,500.00	500.00	8,125.00	95.59	375.00
01-4-4000-4003 BUILDING PERMITS	125,000.00	11,261.04	76,226.26	60.98	48,773.74
01-4-4000-4004 FACILITIES RENTALS	16,000.00	2,150.00	8,811.13	55.07	7,188.87
01-4-4000-4005 COURT FINES	50,000.00	2,232.05	21,002.53	42.01	28,997.47
01-4-4000-4006 LOCAL SALES TAX (EXCLUDING CO)	2,700,000.00	290,584.03	1,489,701.64	55.17	1,210,298.36
01-4-4000-4007 ANIMAL CONTROL	1,800.00	505.00	1,055.00	58.61	745.00
01-4-4000-4008 PROPERTY TAX	639,000.00	70,556.55	406,987.62	63.69	232,012.38
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	740.00	49.33	760.00
01-4-4000-4013 POLICE RECORD COPIES	400.00	20.00	265.00	66.25	135.00
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	550.00	1,025.00	34.17	1,975.00
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	25.00	250.00	62.50	150.00
01-4-4000-4034 SPECIAL EVENT PERMIT-TOWN	600.00	100.00	150.00	25.00	450.00
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	32.00	36,105.50	103.16	(1,105.50)
01-4-4000-4037 VERDE RIVER RAP DAY USE FEES	9,000.00	134.50	4,742.38	52.69	4,257.62
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	0.00	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	31.15	403.33	0.00	(403.33)
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	80.00	570.00	81.43	130.00
01-4-4000-4350 SMART & SAFE FUNDS	12,000.00	0.00	13,222.73	110.19	(1,222.73)
01-4-4000-4500 MISCELLANEOUS INCOME	350.00	3.00	4,274.28	1,221.22	(3,924.28)
01-4-4000-4503 FINGER PRINTING REVENUE	1,500.00	675.00	3,465.00	231.00	(1,965.00)
01-4-4000-4504 PD VEHICLE USAGE RATE REV	500.00	105.00	5,701.00	1,140.20	(5,201.00)
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	192.60	1,618.45	43.74	2,081.55
01-4-4000-4700 INTEREST INCOME - LGIP 92147	140,000.00	0.00	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	1,000,000.00	0.00	0.00	0.00	1,000,000.00
TOTAL LOCAL REVENUE	5,226,640.00	402,307.27	2,541,189.91	48.62	2,685,450.09

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND

58.33% 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	49,945.08	384,482.48	55.10	313,266.52
01-4-4200-4031 STATE REV SHARE (INCOME TAX)	1,242,950.00	106,791.59	747,541.13	60.14	495,408.87
01-4-4200-4035 STATE VEHICLE LIC TAX	397,929.00	25,617.36	195,567.34	49.15	202,361.66
TOTAL STATE REVENUE	2,338,628.00	182,354.03	1,327,590.95	56.77	1,011,037.05
FIXED ASSET CONTRIBUTION					
DONATIONS REVENUE					
PARKS & REC DONATIONS					
POLICE DONATIONS					
TOTAL REVENUE	7,565,268.00	584,661.30	3,868,780.86	51.14	3,696,487.14

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL IMPROVEMENT PLAN					
CONTINGENCY & TRANSFERS					
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	12,153.00	0.00	12,153.28	100.00	(0.28)
TOTAL CONTINGENCY & TRANSFERS	2,532,400.00	0.00	67,153.28	2.65	2,465,246.72
ADMINISTRATION					
01-5-2100-6000 SALARIES-ADMINISTRATION	154,850.00	12,642.30	84,265.28	54.42	70,584.72
01-5-2100-6020 SOCIAL SECURITY	12,612.00	966.58	7,109.91	56.37	5,502.09
01-5-2100-6022 HEALTH INSURANCE	11,390.00	949.20	6,644.40	58.34	4,745.60
01-5-2100-6023 WORKERS COMP INSURANCE	424.00	0.00	227.63	53.69	196.37
01-5-2100-6024 STATE RETIREMENT	20,260.00	1,553.74	10,356.10	51.12	9,903.90
01-5-2100-6030 TRAVEL & EDUCATION	3,600.00	400.00	1,744.56	48.46	1,855.44
01-5-2100-6035 TRANS & COMM ALLOWANCE	10,000.00	0.00	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	0.00	1,542.62	85.70	257.38
01-5-2100-7050 TELEPHONE	400.00	50.07	304.30	76.08	95.70
01-5-2100-8000 EQUIPMENT PURCHASE	300.00	0.00	0.00	0.00	300.00
TOTAL ADMINISTRATION	216,636.00	16,561.89	121,695.81	56.18	94,940.19
TOWN CLERK					
01-5-2101-6000 SALARIES-TOWN CLERK	81,354.00	6,258.00	43,806.00	53.85	37,548.00
01-5-2101-6001 SALARIES TOWN COUNCIL	14,400.00	1,200.00	8,400.00	58.33	6,000.00
01-5-2101-6020 SOCIAL SECURITY	7,325.00	557.04	4,004.41	54.67	3,320.59
01-5-2101-6022 HEALTH INSURANCE	15,902.00	1,325.20	9,276.40	58.33	6,625.60
01-5-2101-6023 WORKERS COMP INSURANCE	246.00	0.00	131.63	53.51	114.37
01-5-2101-6024 STATE RETIREMENT	9,998.00	772.18	5,405.26	54.06	4,592.74
01-5-2101-6026 HSA EMPLOYER PORTION	2,724.00	227.00	1,589.00	58.33	1,135.00
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	4,238.84	4,238.84	59.70	2,861.16
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	0.00	652.92	93.27	47.08
01-5-2101-7021 PUBLICATIONS & ADVERTISING	1,800.00	58.49	1,151.65	63.98	648.35
01-5-2101-7022 DUES & ASSOCIATIONS	500.00	45.00	45.00	9.00	455.00
01-5-2101-7050 TELEPHONE	325.00	20.08	125.42	38.59	199.58
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	4,988.00	141.19	2,991.32	59.97	1,996.68
TOTAL TOWN CLERK	165,092.00	14,843.02	89,604.56	54.28	75,487.44

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
HUMAN RESOURCES					
01-5-2102-6000 SALARIES- HUMAN RESOURCES	97,535.00	7,329.37	50,159.38	51.43	47,375.62
01-5-2102-6020 SOCIAL SECURITY	7,461.00	542.23	4,005.76	53.69	3,455.24
01-5-2102-6022 HEALTH INSURANCE	10,905.00	1,915.83	9,746.54	89.38	1,158.46
01-5-2102-6023 WORKERS COMP INSURANCE	251.00	0.00	117.28	46.73	133.72
01-5-2102-6024 STATE RETIREMENT	11,987.00	900.78	4,852.01	40.48	7,134.99
01-5-2102-6026 HSA EMPLOYER PORTION	4,502.00	312.14	2,083.96	46.29	2,418.04
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	749.13	4,511.51	112.79	(511.51)
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	0.00	1,157.70	115.77	(157.70)
01-5-2102-7022 DUES & ASSOCIATIONS	800.00	175.00	484.00	60.50	316.00
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	223.72	1,534.62	10.23	13,465.38
01-5-2102-7030 NEW HIRE EXPENSE	3,000.00	395.00	1,989.34	66.31	1,010.66
01-5-2102-7050 TELEPHONE	425.00	18.30	111.42	26.22	313.58
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	0.00	0.00	43,611.15	0.00	(43,611.15)
TOTAL HUMAN RESOURCES	165,666.00	12,561.50	124,903.42	75.39	40,762.58
FINANCE					
01-5-2103-6000 SALARIES FINANCE	219,045.00	17,016.41	119,011.23	54.33	100,033.77
01-5-2103-6020 SOCIAL SECURITY	16,757.00	1,297.95	9,690.56	57.83	7,066.44
01-5-2103-6022 HEALTH INSURANCE	30,516.00	2,542.97	17,800.86	58.33	12,715.14
01-5-2103-6023 WORKERS COMP INSURANCE	563.00	0.00	284.04	50.45	278.96
01-5-2103-6024 STATE RETIREMENT	26,921.00	2,094.38	14,857.69	55.19	12,063.31
01-5-2103-6026 HSA EMPLOYER PORTION	8,663.00	721.86	5,053.04	58.33	3,609.96
01-5-2103-6030 TRAVEL & EDUCATION	4,985.00	1,716.68	1,860.74	37.33	3,124.26
01-5-2103-7020 OFFICE SUPPLIES	1,200.00	67.22	827.33	68.94	372.67
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	299.00	459.00	74.51	157.00
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	51.94	344.22	45.90	405.78
01-5-2103-7050 TELEPHONE	575.00	33.50	201.15	34.98	373.85
01-5-2103-7999 MISCELLANEOUS	0.00	0.00	(160.81)	0.00	160.81
TOTAL FINANCE	312,866.00	25,841.91	172,504.05	55.14	140,361.95
TOWN WIDE					
01-5-2300-6000 SALARIES - TOWN WIDE	125,262.00	5,816.30	33,015.16	26.36	92,246.84
01-5-2300-6020 SOCIAL SECURITY	9,583.00	434.50	2,504.77	26.14	7,078.23
01-5-2300-6022 HEALTH INSURANCE	20,114.00	1,583.20	3,166.40	15.74	16,947.60
01-5-2300-6023 WORKERS COMP INSURANCE	235.00	0.00	22.20	9.45	212.80
01-5-2300-6024 STATE RETIREMENT	11,339.00	714.82	1,769.18	15.60	9,569.82
01-5-2300-6026 HSA EMPLOYER PORTION	0.00	290.00	580.00	0.00	(580.00)
01-5-2300-6045 CELL PHONE STIPEND	1,800.00	175.00	1,118.75	62.15	681.25
01-5-2300-7001 EQUIPMENT REPAIR & MAINTANCE	10,000.00	446.69	1,109.42	11.09	8,890.58
01-5-2300-7002 INCODE MAINTANCE	22,400.00	0.00	17,582.26	78.49	4,817.74

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND

58.33% 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	291.77	30,293.43	73.89	10,706.57
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	114.16	629.71	41.98	870.29
01-5-2300-7020 OFFICE SUPPLIES	1,100.00	383.61	938.06	85.28	161.94
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	220.98	1,103.49	107.66	(78.49)
01-5-2300-7910 BANK CHARGES/CREDIT CARD FEES	8,000.00	50.89	417.68	5.22	7,582.32
01-5-2300-8001 ITC EQUIPMENT	30,000.00	16,398.19	30,431.17	101.44	(431.17)
01-5-2300-9002 IT CONTRACT SERVICES	105,000.00	5,973.75	41,512.50	39.54	63,487.50
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	2,392.50	25,889.81	34.52	49,110.19
01-5-2300-9007 AUDIT COSTS	29,750.00	0.00	29,750.00	100.00	0.00
01-5-2300-9008 LIABILITY & PROPERTY INSURANCE	77,829.00	5,220.98	68,817.80	88.42	9,011.20
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	0.00	900.00	112.50	(100.00)
01-5-2300-9250 TOURISM/MARKETING	40,000.00	7,607.43	21,708.60	54.27	18,291.40
TOTAL TOWN WIDE	657,885.00	48,114.77	345,158.98	52.46	312,726.02
LIBRARY					
COMMUNITY DEVELOPMENT					
01-5-2500-6000 SALARIES- PLANNING & ZONING	382,570.00	23,776.34	166,434.38	43.50	216,135.62
01-5-2500-6020 SOCIAL SECURITY	29,267.00	1,770.26	13,229.22	45.20	16,037.78
01-5-2500-6022 HEALTH INSURANCE	69,765.00	4,286.98	29,889.53	42.84	39,875.47
01-5-2500-6023 WORKERS COMP INSURANCE	3,476.00	0.00	954.97	27.47	2,521.03
01-5-2500-6024 STATE RETIREMENT	46,994.00	2,922.10	20,454.70	43.53	26,539.30
01-5-2500-6026 HSA EMPLOYER PORTION	12,093.00	744.00	5,155.52	42.63	6,937.48
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	0.00	1,762.14	88.11	237.86
01-5-2500-7002 GASOLINE	1,500.00	117.28	742.62	49.51	757.38
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	1,185.70	2,633.81	131.69	(633.81)
01-5-2500-7021 PUBLICATIONS & ADVERSTISING	1,500.00	222.96	267.30	17.82	1,232.70
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	41.56	203.42	33.90	396.58
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	202.98	1,221.59	48.86	1,278.41
01-5-2500-8000 EQUIPMENT PURCHASE	1,000.00	0.00	0.00	0.00	1,000.00
01-5-2500-9005 CONTRACT SERVICES	100,000.00	0.00	11,389.50	11.39	88,610.50
TOTAL COMMUNITY DEVELOPMENT	675,765.00	35,270.16	264,142.08	39.09	411,622.92
CODE DEPT					

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
P&R					
P&R - POOL					
PARKS & RECREATION					
01-5-2602-6000 SALARIES - PARKS & RECREATION	174,167.00	13,291.61	85,520.89	49.10	88,646.11
01-5-2602-6002 AMBASSADOR SALARIES	4,918.00	153.56	1,386.16	28.19	3,531.84
01-5-2602-6020 SOCIAL SECURITY	13,698.00	992.79	6,942.80	50.68	6,755.20
01-5-2602-6022 HEALTH INSURANCE	48,187.00	3,582.60	19,410.60	40.28	28,776.40
01-5-2602-6023 WORKERS COMP INSURANCE	643.00	0.00	203.03	31.58	439.97
01-5-2602-6024 STATE RETIREMENT	21,175.00	1,614.59	10,416.53	49.19	10,758.47
01-5-2602-6026 HSA EMPLOYER PORTION	3,480.00	580.00	4,060.00	116.67	(580.00)
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	100.00	200.00	52.63	180.00
01-5-2602-7050 TELEPHONE	700.00	35.28	215.15	30.74	484.85
01-5-2602-7300 PROGRAMMING	2,500.00	0.00	681.34	27.25	1,818.66
01-5-2602-7700 FOURTH OF JULY	1,000.00	0.00	829.50	82.95	170.50
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	3,000.00	955.00	955.00	31.83	2,045.00
TOTAL PARKS & RECREATION	280,198.00	21,305.43	133,758.64	47.74	146,439.36
CLUBHOUSE					
COURT					
01-5-2800-6000 SALARIES- COURT	28,000.00	4,342.81	17,265.85	61.66	10,734.15
01-5-2800-6020 SOCIAL SECURITY	2,142.00	332.22	1,403.17	65.51	738.83
01-5-2800-6023 WORKERS COMP INSURANCE	72.00	0.00	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	15,000.00	50.00	15,000.00
01-5-2800-9005 CONTRACT SERVICES	105,420.00	0.00	50,200.00	47.62	55,220.00
01-5-2800-9400 CONTINGENCY	20,000.00	0.00	0.00	0.00	20,000.00
TOTAL COURT	199,634.00	7,175.03	83,904.64	42.03	115,729.36
POLICE					
01-5-2900-6000 SALARIES- POLICE	894,208.00	77,276.02	503,810.55	56.34	390,397.45
01-5-2900-6001 OVERTIME- POLICE	43,440.00	1,689.67	28,903.28	66.54	14,536.72
01-5-2900-6020 SOCIAL SECURITY	72,832.00	5,889.00	42,854.92	58.84	29,977.08
01-5-2900-6021 PSPRS RETIREMENT	217,749.00	15,942.80	102,003.38	46.84	115,745.62
01-5-2900-6022 HEALTH INSURANCE	167,441.00	16,644.58	101,761.53	60.77	65,679.47
01-5-2900-6023 WORKERS COMP INSURANCE	44,681.00	0.00	23,057.13	51.60	21,623.87
01-5-2900-6024 STATE RETIREMENT	12,248.00	775.26	6,932.13	56.60	5,315.87
01-5-2900-6026 HSA EMPLOYER PORTION	27,465.00	2,686.00	16,358.56	59.56	11,106.44
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	153.72	8,470.49	58.82	5,929.51
01-5-2900-7001 EQUIPMENT REPAIRS & MAINT	12,000.00	1,172.62	7,329.15	61.08	4,670.85

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND

58.33% 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	2,025.69	15,898.99	79.49	4,101.01
01-5-2900-7009 AMMUNITION & RANGE	2,000.00	0.00	1,999.97	100.00	0.03
01-5-2900-7015 BUSINESS MEETINGS & MEALS	3,500.00	128.96	642.29	18.35	2,857.71
01-5-2900-7020 OFFICE SUPPLIES	3,839.00	594.97	2,014.75	52.48	1,824.25
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	190.00	1,243.00	124.30	(243.00)
01-5-2900-7023 COMMUNITY PROGRAMS	2,000.00	152.36	833.42	41.67	1,166.58
01-5-2900-7025 POSTAGE	250.00	17.32	135.41	54.16	114.59
01-5-2900-7050 TELEPHONE	14,480.00	1,242.20	6,241.09	43.10	8,238.91
01-5-2900-7500 POLICE SUPPLIES	4,200.00	212.64	2,481.21	59.08	1,718.79
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	114.35	91.48	10.65
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	791.67	5,541.69	58.33	3,958.31
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	55,080.48	58.29	39,419.52
01-5-2900-9010 EMERGENCY MANAGEMENT	1,800.00	0.00	1,762.00	97.89	38.00
TOTAL POLICE	1,716,139.00	135,454.12	959,052.66	55.88	757,086.34
POLICE- SRO					
VERDE RIVER RAPS					
01-5-2905-6000 SALARIES-VERDE RIVER RAPS	46,483.00	979.50	16,000.95	34.42	30,482.05
01-5-2905-6020 SOCIAL SECURITY	3,602.00	74.94	1,338.78	37.17	2,263.22
01-5-2905-6023 WORKERS COMP INSURANCE	1,297.00	0.00	643.11	49.58	653.89
01-5-2905-6024 STATE RETIREMENT	558.00	6.29	230.48	41.30	327.52
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	100.48	2,083.27	80.13	516.73
01-5-2905-7050 TELEPHONE	600.00	40.84	244.83	40.81	355.17
01-5-2905-7060 RAP RESTROOMS	9,600.00	374.00	3,256.00	33.92	6,344.00
01-5-2905-7500 SUPPLIES	1,200.00	48.40	1,258.48	104.87	(58.48)
TOTAL VERDE RIVER RAPS	68,240.00	1,624.45	25,887.85	37.94	42,352.15
PUBLIC WORKS					
01-5-3101-6000 SALARIES- PUBLIC WORKS	233,441.00	18,018.84	125,420.82	53.73	108,020.18
01-5-3101-6001 OVERTIME- PUBLIC WORKS	0.00	0.00	132.21	0.00	(132.21)
01-5-3101-6020 SOCIAL SECURITY	17,954.00	1,346.26	9,957.09	55.46	7,996.91
01-5-3101-6022 HEALTH INSURANCE	51,588.00	3,620.70	26,550.26	51.47	25,037.74
01-5-3101-6023 WORKERS COMP INSURANCE	8,868.00	0.00	4,428.03	49.93	4,439.97
01-5-3101-6024 STATE RETIREMENT	28,842.00	2,203.50	14,247.22	49.40	14,594.78
01-5-3101-6026 HSA EMPLOYER PORTION	10,354.00	840.66	6,012.52	58.07	4,341.48
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	283.60	283.60	14.18	1,716.40
01-5-3101-7001 EQUIPMENT REPAIRS & MAINTANCE	10,000.00	1,470.20	7,740.18	77.40	2,259.82
01-5-3101-7002 GASOLINE	5,000.00	962.62	4,790.05	95.80	209.95
01-5-3101-7004 PARK EQUIPT REPAIRS & MAINT	8,000.00	65.37	3,267.17	40.84	4,732.83

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-3101-7006 LANDSCAPING	750.00	0.00	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	14.82	98.16	49.08	101.84
01-5-3101-7020 OFFICE SUPPLIES	425.00	116.04	262.12	61.68	162.88
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	271.87	1,636.88	59.52	1,113.12
01-5-3101-7060 HEATING	7,000.00	1,377.72	2,756.69	39.38	4,243.31
01-5-3101-7061 WATER USE	37,000.00	1,025.06	19,568.20	52.89	17,431.80
01-5-3101-7062 ELECTRICAL	59,000.00	2,942.59	30,637.51	51.93	28,362.49
01-5-3101-7500 BUILDING SUPPLIES	3,750.00	0.00	2,755.12	73.47	994.88
01-5-3101-7501 PEST CONTROL	2,900.00	271.00	1,376.84	47.48	1,523.16
01-5-3101-7503 BUILDING MAINTENANCE	7,500.00	802.61	3,663.94	48.85	3,836.06
01-5-3101-7504 CLEANING SUPPLIES	750.00	0.00	807.36	107.65	(57.36)
01-5-3101-7505 B&G TOOLS	2,100.00	169.08	1,222.87	58.23	877.13
01-5-3101-7550 EMPLOYEE SAFETY	750.00	237.67	767.21	102.29	(17.21)
01-5-3101-9010 PROFESSIONAL SERVICES	10,000.00	945.85	3,378.10	33.78	6,621.90
01-5-3101-9012 TRANSIT CONTRACT	57,000.00	0.00	0.00	0.00	57,000.00
TOTAL PUBLIC WORKS	574,747.00	36,986.06	273,725.06	47.63	301,021.94
DONATIONS					
PARKS & REC DONATION EXP					
POLICE DONATION EXPENSE					
HERITAGE CONSERVANCY					
TOTAL EXPENDITURES	7,565,268.00	355,738.34	2,661,491.03	35.18	4,903,776.97
REVENUES OVER/(UNDER) EXPENDITURES	0.00	228,922.96	1,207,289.83		(1,207,289.83)

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

03 -HURF (STREETS)

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
LOCAL REVENUE	690,780.00	0.00	257,786.69	37.32	432,993.31
STATE REVENUE	480,930.00	42,211.84	228,070.36	47.42	252,859.64
TOTAL REVENUES	1,171,710.00	42,211.84	485,857.05	41.47	685,852.95
EXPENDITURE SUMMARY					
HURF (STREETS)	176,930.00	0.00	602.58	0.34	176,327.42
HURF CIP	994,780.00	0.00	22,700.00	2.28	972,080.00
TOTAL EXPENDITURES	1,171,710.00	0.00	23,302.58	1.99	1,148,407.42
REVENUES OVER/(UNDER) EXPENDITURES	0.00	42,211.84	462,554.47		(462,554.47)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

03 -HURF (STREETS)

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
LOCAL REVENUE					
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	26,000.00	0.00	58,352.69	224.43	(32,352.69)
TOTAL LOCAL REVENUE	690,780.00	0.00	257,786.69	37.32	432,993.31
STATE REVENUE					
03-4-4200-4032 HIGHWAY USER (HURF)	480,930.00	42,211.84	228,070.36	47.42	252,859.64
TOTAL STATE REVENUE	480,930.00	42,211.84	228,070.36	47.42	252,859.64
STREET DONATIONS					
TOTAL REVENUE	1,171,710.00	42,211.84	485,857.05	41.47	685,852.95

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

03 -HURF (STREETS)

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
HURF (STREETS)					
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	123,837.00	0.00	0.00	0.00	123,837.00
TOTAL HURF (STREETS)	176,930.00	0.00	602.58	0.34	176,327.42
HURF CIP					
03-5-0800-8000 CAPITAL IMPROVEMENT PLAN	994,780.00	0.00	22,700.00	2.28	972,080.00
TOTAL HURF CIP	994,780.00	0.00	22,700.00	2.28	972,080.00
CLARKDALE R&M					
COTTONWOOD R&M					
FIRE DISTRICT					
OFU-FUND BALANCE APPROP.					
TOTAL EXPENDITURES	1,171,710.00	0.00	23,302.58	1.99	1,148,407.42
REVENUES OVER/(UNDER) EXPENDITURES	0.00	42,211.84	462,554.47		(462,554.47)

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

06 -STREET FUND UNRESTRICTED

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
LOCAL REVENUE	840,360.00	24,250.00	62,554.25	7.44	777,805.75
TOTAL REVENUES	840,360.00	24,250.00	62,554.25	7.44	777,805.75
EXPENDITURE SUMMARY					
STREETS UNRESTRICTED	387,110.00	24,945.43	191,935.58	49.58	195,174.42
CAPITAL IMPROVEMENT PLAN	453,250.00	4.00	220,887.53	48.73	232,362.47
TOTAL EXPENDITURES	840,360.00	24,949.43	412,823.11	49.12	427,536.89
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(699.43)	(350,268.86)		350,268.86

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

06 -STREET FUND UNRESTRICTED

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
LOCAL REVENUE					
06-4-4000-4500 MISC REVENUE	0.00	50.00	18,195.00	0.00	(18,195.00)
06-4-4000-4600 UVSP AGREEMENT REVENUE	50,000.00	24,200.00	24,200.00	48.40	25,800.00
06-4-4000-4709 LGIP INTEREST 93924	11,000.00	0.00	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	183,647.00	0.00	0.00	0.00	183,647.00
TOTAL LOCAL REVENUE	840,360.00	24,250.00	62,554.25	7.44	777,805.75
STATE REVENUE					
TOTAL REVENUE	840,360.00	24,250.00	62,554.25	7.44	777,805.75

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

06 -STREET FUND UNRESTRICTED

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
STREETS UNRESTRICTED					
06-5-0100-6000 SALARIES O & M	159,609.00	12,937.33	88,052.46	55.17	71,556.54
06-5-0100-6001 OVERTIME- STREETS	0.00	0.00	2.17	0.00	(2.17)
06-5-0100-6020 SOCIAL SECURITY	12,257.00	977.25	6,670.03	54.42	5,586.97
06-5-0100-6022 HEALTH INSURANCE	32,349.00	1,665.31	12,343.56	38.16	20,005.44
06-5-0100-6023 WORKERS COMPENSATION	8,360.00	0.00	4,313.63	51.60	4,046.37
06-5-0100-6024 STATE RETIREMENT	19,693.00	1,512.87	10,873.07	55.21	8,819.93
06-5-0100-6026 HSA EMPLOYER PORTION	4,112.00	321.51	2,366.76	57.56	1,745.24
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	283.59	283.59	28.36	716.41
06-5-0100-7001 EQUIPMENT REPAIRS & MAINT	5,000.00	174.24	4,439.96	88.80	560.04
06-5-0100-7002 GASOLINE	3,500.00	733.00	3,730.57	106.59	(230.57)
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	14.83	98.17	98.17	1.83
06-5-0100-7020 OFFICE SUPPLIES	275.00	16.68	149.82	54.48	125.18
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	163.28	979.43	65.30	520.57
06-5-0100-7062 ELECTRICAL	24,000.00	2,056.60	14,408.15	60.03	9,591.85
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	2,072.58	7,648.97	61.19	4,851.03
06-5-0100-7505 TOOLS	1,100.00	150.87	746.81	67.89	353.19
06-5-0100-7550 EMPLOYEE SAFETY EQUIPMENT	500.00	183.61	612.65	122.53	(112.65)
06-5-0100-9008 LIABILITY & PROPERTY INSURANCE	19,671.00	0.00	15,882.85	80.74	3,788.15
06-5-0100-9010 PROFESSIONAL SERVICES	10,000.00	1,681.88	4,260.13	42.60	5,739.87
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	4,486.00	0.00	0.00	0.00	4,486.00
TOTAL STREETS UNRESTRICTED	387,110.00	24,945.43	191,935.58	49.58	195,174.42
CAPITAL IMPROVEMENT PLAN					
06-5-0800-8000 CAPITAL IMPROVEMENT PLAN	453,250.00	4.00	220,887.53	48.73	232,362.47
TOTAL CAPITAL IMPROVEMENT PLAN	453,250.00	4.00	220,887.53	48.73	232,362.47
OTHER FINANCING USES					
MISC					
TOTAL EXPENDITURES	840,360.00	24,949.43	412,823.11	49.12	427,536.89
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(699.43)	(350,268.86)		350,268.86

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

11 -WASTEWATER FUND

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
WASTEWATER P & E IMPROVMT	650,000.00	0.00	0.00	0.00	650,000.00
WASTERWATER REVENUE	2,173,512.00	83,478.82	635,976.38	29.26	1,537,535.62
TOTAL REVENUES	2,823,512.00	83,478.82	635,976.38	22.52	2,187,535.62
EXPENDITURE SUMMARY					
WASTE WATER O & M	1,703,064.00	53,645.73	364,375.34	21.40	1,338,688.66
WASTEWATER P & E IMPROVMT	215,448.00	27,554.69	218,517.57	101.42	(3,069.57)
CAPITAL IMPROVEMENT PLAN	905,000.00	4,642.10	37,692.64	4.16	867,307.36
TOTAL EXPENDITURES	2,823,512.00	85,842.52	620,585.55	21.98	2,202,926.45
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(2,363.70)	15,390.83		(15,390.83)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

11 -WASTEWATER FUND

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
WASTEWATER P & E IMPROVMT					
11-4-0703-9803 CAPITAL TRANSFER IN	650,000.00	0.00	0.00	0.00	650,000.00
TOTAL WASTEWATER P & E IMPROVMT	650,000.00	0.00	0.00	0.00	650,000.00
WASTERWATER REVENUE					
11-4-4000-4014 SEWER USE FEES	963,376.00	79,216.52	554,318.48	57.54	409,057.52
11-4-4000-4116 SEWER LINE REPLACEMENT REVENUE	36,338.00	2,971.54	20,787.69	57.21	15,550.31
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	6.10	3,567.91	59.47	2,432.09
11-4-4000-4203 SBA TOWER LEASE REVENUE	0.00	392.06	2,709.37	0.00	(2,709.37)
11-4-4000-4500 MISCELLANOUS 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	0.00	34,090.85	179.43	(15,090.85)
11-4-4000-4709 LGIP WW BOND RESERVE 93925	0.00	0.00	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	12,000.00	892.60	5,835.40	48.63	6,164.60
TOTAL WASTERWATER REVENUE	2,173,512.00	83,478.82	635,976.38	29.26	1,537,535.62
TOTAL REVENUE	2,823,512.00	83,478.82	635,976.38	22.52	2,187,535.62

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

11 -WASTEWATER FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
WASTE WATER O & M					
11-5-0700-6000 SALARIES-WASTEWATER O&M	181,832.00	12,809.98	92,574.70	50.91	89,257.30
11-5-0700-6001 OVERTIME	0.00	0.00	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	973.49	7,064.85	50.61	6,894.15
11-5-0700-6022 HEALTH INSURANCE	31,018.00	1,636.53	12,813.27	41.31	18,204.73
11-5-0700-6023 WORKERS COMPENSATION	7,956.00	0.00	2,443.07	30.71	5,512.93
11-5-0700-6024 STATE RETIREMENT	22,424.00	1,530.27	10,590.66	47.23	11,833.34
11-5-0700-6026 HSA EMPLOYER PORTION	7,687.00	491.49	3,754.01	48.84	3,932.99
11-5-0700-6030 TRAVEL & EDUCATION	2,500.00	143.32	491.84	19.67	2,008.16
11-5-0700-6031 CERTIFICATIONS	2,700.00	87.00	523.82	19.40	2,176.18
11-5-0700-6040 UNIFORM ALLOWANCE	1,000.00	110.66	110.66	11.07	889.34
11-5-0700-7000 LIFT STATION O&M	7,000.00	0.00	2,927.00	41.81	4,073.00
11-5-0700-7001 FLEET MAINT. & REPAIR	4,000.00	547.53	3,088.65	77.22	911.35
11-5-0700-7002 GASOLINE	3,500.00	744.78	3,673.32	104.95	(173.32)
11-5-0700-7003 CHEMICALS	36,000.00	6,189.59	22,574.84	62.71	13,425.16
11-5-0700-7004 RECLAIM WATER	2,500.00	0.00	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 WWTP O&M	30,600.00	101.61	8,388.40	27.41	22,211.60
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	47.88	131.22	131.22	(31.22)
11-5-0700-7020 OFFICE SUPPLIES	500.00	56.77	342.21	68.44	157.79
11-5-0700-7022 DUES & ASSOCIATIONS	1,500.00	262.50	262.50	17.50	1,237.50
11-5-0700-7025 POSTAGE	100.00	6.93	20.79	20.79	79.21
11-5-0700-7050 TELEPHONE	1,750.00	127.16	787.79	45.02	962.21
11-5-0700-7061 WATER	2,800.00	223.15	1,384.67	49.45	1,415.33
11-5-0700-7062 ELECTRICAL	75,000.00	7,157.46	50,570.14	67.43	24,429.86
11-5-0700-7505 TOOLS	4,000.00	187.37	2,028.83	50.72	1,971.17
11-5-0700-7550 EMPLOYEE SAFETY	750.00	244.76	571.83	76.24	178.17
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	623.03	4,066.91	58.10	2,933.09
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	2,720.41	2,917.81	145.89	(917.81)
11-5-0700-7950 BILL PRINTING&PMT PORTAL (L&R)	5,000.00	417.96	2,585.74	51.71	2,414.26
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	0.00	(602.00)	0.00	602.00
11-5-0700-9008 LIABILITY & PROPERTY INSURANCE	26,342.00	0.00	21,254.65	80.69	5,087.35
11-5-0700-9009 CONTRACTED OPERATORS	115,000.00	9,940.00	59,640.00	51.86	55,360.00
11-5-0700-9010 PROFESSIONAL SERVICES	38,500.00	1,264.15	8,065.75	20.95	30,434.25
11-5-0700-9012 REGULATORY FEES ADEQ	6,750.00	0.00	3,568.00	52.86	3,182.00
11-5-0700-9015 CHEMICAL TESTING	27,000.00	2,170.00	11,899.00	44.07	15,101.00
11-5-0700-9018 SLUDGE REMOVAL	20,000.00	2,829.95	16,668.20	83.34	3,331.80
11-5-0700-9025 WW CONTINGENCY	903,605.00	0.00	0.00	0.00	903,605.00
TOTAL WASTE WATER O & M	1,703,064.00	53,645.73	364,375.34	21.40	1,338,688.66

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

11 -WASTEWATER FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
WASTEWATER LINE REPLACEMT					
WASTEWATER CAP FEE DEV P					
WASTEWATER P & E IMPROVMT					
11-5-0703-9050 WIFA LOAN PRINCIPAL	215,448.00	27,554.69	218,517.57	101.42	(3,069.57)
TOTAL WASTEWATER P & E IMPROVMT	215,448.00	27,554.69	218,517.57	101.42	(3,069.57)
WASTEWATER LIFT STATION R					
CAPITAL IMPROVEMENT PLAN					
11-5-0800-8000 CAPITAL IMPROVEMENT PLAN	905,000.00	4,642.10	37,692.64	4.16	867,307.36
TOTAL CAPITAL IMPROVEMENT PLAN	905,000.00	4,642.10	37,692.64	4.16	867,307.36
OTHER FINANCING USES					
TOTAL EXPENDITURES	2,823,512.00	85,842.52	620,585.55	21.98	2,202,926.45
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(2,363.70)	15,390.83		(15,390.83)

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

12 -SANITATION FUND

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
SANITATION REVENUE	662,692.00	39,137.98	273,060.31	41.20	389,631.69
TOTAL REVENUES	662,692.00	39,137.98	273,060.31	41.20	389,631.69
EXPENDITURE SUMMARY					
SANITATION O & M	662,692.00	6,196.83	149,446.91	22.55	513,245.09
TOTAL EXPENDITURES	662,692.00	6,196.83	149,446.91	22.55	513,245.09
REVENUES OVER/(UNDER) EXPENDITURES	0.00	32,941.15	123,613.40		(123,613.40)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

12 -SANITATION FUND

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
SANITATION REVENUE					
12-4-4000-4013 TRASH USER FEES	456,642.00	38,689.28	269,127.07	58.94	187,514.93
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	0.00	806.19	268.73	(506.19)
12-4-4000-4900 TRASH LATE FEES	5,000.00	448.70	3,071.19	61.42	1,928.81
12-4-4000-6050 FUND BALANCE APPROPRIATION	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL SANITATION REVENUE	662,692.00	39,137.98	273,060.31	41.20	389,631.69
TOTAL REVENUE	662,692.00	39,137.98	273,060.31	41.20	389,631.69

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

12 -SANITATION FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
SANITATION INACTIVE					
SANITATION					
SANITATION O & M					
12-5-0700-6000 SALARIES- SANITATION O&M	40,527.00	3,344.28	19,274.97	47.56	21,252.03
12-5-0700-6001 OVERTIME- SANITATION	0.00	0.00	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	255.64	1,473.86	47.53	1,627.14
12-5-0700-6022 HEALTH INSURANCE	6,797.00	363.74	2,543.16	37.42	4,253.84
12-5-0700-6023 WORKERS COMPENSATION	257.00	0.00	119.50	46.50	137.50
12-5-0700-6024 STATE RETIREMENT	4,981.00	388.97	2,323.98	46.66	2,657.02
12-5-0700-6026 HSA EMPLOYER PORTION	696.00	58.00	405.60	58.28	290.40
12-5-0700-7008 EQUIPMENT RENTAL	1,200.00	250.00	1,250.00	104.17	(50.00)
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	57.90	1,512.27	79.59	387.73
12-5-0700-7022 DUES AND ASSOCIATIONS	125.00	0.00	0.00	0.00	125.00
12-5-0700-7025 POSTAGE	25.00	1.73	5.19	20.76	19.81
12-5-0700-7050 TELEPHONE	200.00	19.19	118.42	59.21	81.58
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	872.24	5,693.69	56.94	4,306.31
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	585.14	3,620.03	60.33	2,379.97
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	0.00	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	52,080.00	0.00	0.00	0.00	52,080.00
TOTAL SANITATION O & M	662,692.00	6,196.83	149,446.91	22.55	513,245.09
CAPITAL IMPROVEMENT PLAN					
OFU-FUND BALANCE APPROP.					
TOTAL EXPENDITURES	662,692.00	6,196.83	149,446.91	22.55	513,245.09
REVENUES OVER/(UNDER) EXPENDITURES	0.00	32,941.15	123,613.40		(123,613.40)

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

13 -WATER FUND

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
WATER GENERAL REVENUE	7,156,126.00	138,844.83	1,183,116.85	16.53	5,973,009.15
WATER COUNTY REVENUE	500.00	72.35	538.82	107.76	(38.82)
WATER	117,479.00	9,790.68	68,516.07	58.32	48,962.93
TOTAL REVENUES	7,274,105.00	148,707.86	1,252,171.74	17.21	6,021,933.26
EXPENDITURE SUMMARY					
WATER O & M	1,727,922.45	71,279.06	458,503.89	26.53	1,269,418.56
WATER CAPITAL IMPROVEMEN	1,601,182.55	49,167.36	510,128.55	31.86	1,091,054.00
CAPITAL IMPROVEMENT PLAN	3,920,000.00	110,543.90	551,987.75	14.08	3,368,012.25
WATER CAPACITY	25,000.00	0.00	0.00	0.00	25,000.00
TOTAL EXPENDITURES	7,274,105.00	230,990.32	1,520,620.19	20.90	5,753,484.81
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(82,282.46)	(268,448.45)		268,448.45

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

13 -WATER FUND

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
WATER O & M					
WATER CAPITAL IMPROVEMEN					
WATER GENERAL REVENUE					
13-4-4000-4009 SYSTEM REPLACEMENT SURCHARGE	52,614.00	4,395.81	30,726.63	58.40	21,887.37
13-4-4000-4010 WATER BASE/USAGE FEE	1,768,183.00	132,441.58	1,045,378.17	59.12	722,804.83
13-4-4000-4102 ESTABLISHMENT FEES	14,000.00	900.00	6,450.00	46.07	7,550.00
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	0.00	74,047.79	180.60	(33,047.79)
13-4-4000-4900 WATER LATE FEES	18,500.00	1,072.44	8,470.36	45.79	10,029.64
13-4-4000-4901 NSF FEES	750.00	35.00	560.00	74.67	190.00
13-4-4000-4999 MISC. REVENUE	0.00	0.00	164.90	0.00	(164.90)
13-4-4000-6050 FUND BALANCE APPROPRIATION	5,027,500.00	0.00	0.00	0.00	5,027,500.00
TOTAL WATER GENERAL REVENUE	7,156,126.00	138,844.83	1,183,116.85	16.53	5,973,009.15
WATER COUNTY REVENUE					
13-4-4100-4025 TPT ACCOUNTING CREDIT	500.00	72.35	538.82	107.76	(38.82)
TOTAL WATER COUNTY REVENUE	500.00	72.35	538.82	107.76	(38.82)
ADUITORS GRANT REVENUE					
WATER					
13-4-4003-4570 WATER RESOURCE DEVELOPMENT FEE	94,350.00	7,864.00	55,031.61	58.33	39,318.39
13-4-4003-4571 WATER CONSERVATION	5,900.50	491.50	3,440.23	58.30	2,460.27
13-4-4003-4572 ADJUDICATION & SETTLEMENTS	9,676.50	806.06	5,640.74	58.29	4,035.76
13-4-4003-4580 REGIONAL WATER PROJECTS	7,552.00	629.12	4,403.49	58.31	3,148.51
TOTAL WATER	117,479.00	9,790.68	68,516.07	58.32	48,962.93
TOTAL REVENUE	7,274,105.00	148,707.86	1,252,171.74	17.21	6,021,933.26

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

13 -WATER FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
WATER O & M					
13-5-0700-6000 WATER O & M SALARIES	301,986.00	26,385.81	154,731.06	51.24	147,254.94
13-5-0700-6001 OVERTIME	0.00	4,286.76	22,763.28	0.00	(22,763.28)
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	2,321.32	13,497.03	58.29	9,658.97
13-5-0700-6022 HEALTH INSURANCE	61,400.00	4,842.28	26,166.12	42.62	35,233.88
13-5-0700-6023 WORKERS COMPENSATION	12,867.00	0.00	3,789.04	29.45	9,077.96
13-5-0700-6024 STATE RETIREMENT	37,202.00	3,703.46	22,283.31	59.90	14,918.69
13-5-0700-6026 HSA EMPLOYER PORTION	12,737.00	1,163.34	6,771.78	53.17	5,965.22
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	181.94	553.76	20.51	2,146.24
13-5-0700-6040 UNIFORMS/BOOTS	1,000.00	110.66	110.66	11.07	889.34
13-5-0700-7001 FLLET MAINT. & REPAIR	4,000.00	1,857.50	4,019.43	100.49	(19.43)
13-5-0700-7002 GASOLINE	3,500.00	816.74	4,844.06	138.40	(1,344.06)
13-5-0700-7005 LINE REPAIRS	21,000.00	5,165.52	13,848.39	65.94	7,151.61
13-5-0700-7006 WELLS O&M	18,000.00	54.83	4,735.67	26.31	13,264.33
13-5-0700-7007 STORAGE O&M	7,000.00	135.49	430.35	6.15	6,569.65
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	47.88	199.15	66.38	100.85
13-5-0700-7020 OFFICE SUPPLIES & EXPENSE	400.00	60.17	516.11	129.03	(116.11)
13-5-0700-7021 PUBLICATIONS & ADVERTISING	100.00	0.00	56.60	56.60	43.40
13-5-0700-7022 DUES & ASSOCIATIONS	1,025.00	262.50	337.50	32.93	687.50
13-5-0700-7025 POSTAGE	300.00	20.78	191.81	63.94	108.19
13-5-0700-7049 ANSWERING SERVICE	2,175.00	453.32	1,708.83	78.57	466.17
13-5-0700-7050 TELEPHONE	4,000.00	418.28	2,462.46	61.56	1,537.54
13-5-0700-7062 ELECTRICAL	64,000.00	4,734.21	44,216.24	69.09	19,783.76
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	2,331.91	7,422.88	19.53	30,577.12
13-5-0700-7500 WATER TESTING	4,815.00	106.00	5,787.72	120.20	(972.72)
13-5-0700-7502 TOOLS	5,500.00	187.38	2,758.43	50.15	2,741.57
13-5-0700-7505 CHEMICALS	85,000.00	2,051.62	37,653.95	44.30	47,346.05
13-5-0700-7550 EMPLOYEE SAFETY	750.00	263.43	570.86	76.11	179.14
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	996.85	6,507.08	56.58	4,992.92
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	2,655.05	2,987.49	149.37	(987.49)
13-5-0700-7950 BILL PRINTING&PMT PORTAL (L&R)	8,000.00	668.73	4,137.18	51.71	3,862.82
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	1,339.00	5,289.92	10.58	44,710.08
13-5-0700-9005 INCODE BADGER METER MAINT	3,000.00	753.94	5,562.72	185.42	(2,562.72)
13-5-0700-9008 LIABLITY & PROPERTY INSURANCE	17,292.80	0.00	13,962.80	80.74	3,330.00
13-5-0700-9010 PROFESSIONAL SERVICES	35,000.00	2,847.91	14,978.31	42.80	20,021.69
13-5-0700-9015 ARSENIC O & M	4,000.00	54.45	2,860.38	71.51	1,139.62

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

13 -WATER FUND

58.33% 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	681,631.65	0.00	0.00	0.00	681,631.65
TOTAL WATER O & M	1,727,922.45	71,279.06	458,503.89	26.53	1,269,418.56
WATER CAPITAL IMPROVEMEN					
13-5-0703-8570 WATER RESOURCE DEVELPMENT 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	2,331.00	8,946.00	8.95	91,054.00
13-5-0703-9050 TWIN 5 WIFA LOAN DEBT SERVICE	46,850.72	4,858.92	46,850.72	100.00	0.00
13-5-0703-9060 UPPER TOWN WIFA DEBT SERVICE	454,331.83	41,977.44	454,331.83	100.00	0.00
TOTAL WATER CAPITAL IMPROVEMEN	1,601,182.55	49,167.36	510,128.55	31.86	1,091,054.00
CAPITAL IMPROVEMENT PLAN					
13-5-0800-8000 CAPITAL IMPROVEMENT PLAN	3,920,000.00	110,543.90	551,987.75	14.08	3,368,012.25
TOTAL CAPITAL IMPROVEMENT PLAN	3,920,000.00	110,543.90	551,987.75	14.08	3,368,012.25
WATER CAPACITY					
13-5-1300-7999 WATER CAPACITY FEE	25,000.00	0.00	0.00	0.00	25,000.00
TOTAL WATER CAPACITY	25,000.00	0.00	0.00	0.00	25,000.00
OTHER FINANCING USES					
TOTAL EXPENDITURES	7,274,105.00	230,990.32	1,520,620.19	20.90	5,753,484.81
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(82,282.46)	(268,448.45)		268,448.45

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

15 -ARPA FUNDS

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
LOCAL REVENUE	1,006,746.00	0.00	0.00	0.00	1,006,746.00
TOTAL REVENUES	1,006,746.00	0.00	0.00	0.00	1,006,746.00
EXPENDITURE SUMMARY					
ARPA	1,006,746.00	0.00	1,006,746.00	100.00	0.00
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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

15 -ARPA FUNDS

58.33% OF YEAR COMP.

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

15 -ARPA FUNDS

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL					
ARPA					
15-5-0045-9850 TRANSFERS OUT	1,006,746.00	0.00	1,006,746.00	100.00	0.00
TOTAL ARPA	1,006,746.00	0.00	1,006,746.00	100.00	0.00
CONTINGENCY					
ADMINISTRATION					
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 ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

16 -GRANTS FUND

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
MISC GRANTS	10,000,000.00	0.00	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	0.00	0.00	162,236.33	0.00	(162,236.33)
TOTAL REVENUES	13,927,898.00	0.00	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	950.00	950.00	1.90	49,050.00
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	10,785.00	10,785.00	0.72	1,489,215.00
FED APPROPRIATION USDA	1,451,610.00	0.00	0.00	0.00	1,451,610.00
OPIOID FUNDS	0.00	0.00	7,015.58	0.00	(7,015.58)
SOLAR TABLES GRANT	18,788.00	0.00	0.00	0.00	18,788.00
CAPITAL IMPROVEMENTS	8,227,400.00	7,553.28	15,335.78	0.19	8,212,064.22
TOTAL EXPENDITURES	13,927,898.00	19,288.28	35,812.63	0.26	13,892,085.37
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(19,288.28)	6,517,537.59		(6,517,537.59)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

16 -GRANTS FUND

58.33% OF YEAR COMP.

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

16 -GRANTS FUND

58.33% OF YEAR COMP.

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

16 -GRANTS FUND

58.33% OF YEAR COMP.

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

16 -GRANTS FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
MISC GRANTS					
16-5-0000-7999 MISC GRANT EXP	2,580,100.00	0.00	0.00	0.00	2,580,100.00
TOTAL MISC GRANTS	2,580,100.00	0.00	0.00	0.00	2,580,100.00
LIBRARY SGIA GRANT					
LIBRARY AHRAB GRANT					
RURAL TOURISM GRANT					
YAVAPAI COUNTY FLOOD CON					
16-5-0004-7000 GRANT OR PROJECT EXPENSE	50,000.00	950.00	950.00	1.90	49,050.00
TOTAL YAVAPAI COUNTY FLOOD CON	50,000.00	950.00	950.00	1.90	49,050.00
SAFE ROUTES TO SCHOOL					
TEA GRANT					
RICO					
16-5-0007-7999 RICO- MISC EXPENSE	30,000.00	0.00	631.09	2.10	29,368.91
TOTAL RICO	30,000.00	0.00	631.09	2.10	29,368.91
VEST					
16-5-0008-7001 POLICE BULLET PROOF VEST	5,000.00	0.00	1,095.18	21.90	3,904.82
TOTAL VEST	5,000.00	0.00	1,095.18	21.90	3,904.82
FEMA					
PARA					
LIBRARY LSTA					
CSP					
BROADWAY BUS STOP					
EECDBG					
HELEN LYNN (CEMETERY)					
GOER-POLICE CAR					
GOHS-DUI TASK FORCE					
LSTA					

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

16 -GRANTS FUND

58.33% OF YEAR COMP.

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

16 -GRANTS FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
HERITAGE GRANT					
16-5-0043-7001 HERITAGE GRANT-SIGNAGE	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL HERITAGE GRANT	50,000.00	0.00	0.00	0.00	50,000.00
AZ COMM FOUNDATION					
16-5-0044-7000 SELNA-MONGINI	1,500,000.00	10,785.00	10,785.00	0.72	1,489,215.00
TOTAL AZ COMM FOUNDATION	1,500,000.00	10,785.00	10,785.00	0.72	1,489,215.00
AMERICAN RESCUE PLAN ACT					
RAIN-DESIGN					
STATE PARKS					
HURF EXCHANGE					
FED APPROPRIATION USDA					
16-5-0050-7000 FEDERAL APPROPRIATION GRANT	1,451,610.00	0.00	0.00	0.00	1,451,610.00
TOTAL FED APPROPRIATION USDA	1,451,610.00	0.00	0.00	0.00	1,451,610.00
OPIOID FUNDS					
16-5-0052-7000 OPIOID FUNDS	0.00	0.00	7,015.58	0.00	(7,015.58)
TOTAL OPIOID FUNDS	0.00	0.00	7,015.58	0.00	(7,015.58)
SOLAR TABLES GRANT					
16-5-0055-8000 SOLAR TABLES GRANT	18,788.00	0.00	0.00	0.00	18,788.00
TOTAL SOLAR TABLES GRANT	18,788.00	0.00	0.00	0.00	18,788.00
CAPITAL IMPROVEMENTS					
16-5-0800-8000 CAPITAL IMPROVEMENT PLAN	8,227,400.00	7,553.28	15,335.78	0.19	8,212,064.22
TOTAL CAPITAL IMPROVEMENTS	8,227,400.00	7,553.28	15,335.78	0.19	8,212,064.22
E TICKET GRANT					
TRANSFERS OUT					
TOTAL EXPENDITURES	13,927,898.00	19,288.28	35,812.63	0.26	13,892,085.37
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(19,288.28)	6,517,537.59		(6,517,537.59)

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

18 -COURT FUND POLICE SAFETY

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
COURT FD PD SAFETY	8,276.00	0.00	0.00	0.00	8,276.00
TOTAL REVENUES	8,276.00	0.00	0.00	0.00	8,276.00
EXPENDITURE SUMMARY					
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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

18 -COURT FUND POLICE SAFETY

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COURT FD PD SAFETY					
18-4-4000-6050 FUND BALANCE APPROPRIATION	8,276.00	0.00	0.00	0.00	8,276.00
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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

18 -COURT FUND POLICE SAFETY

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COURT FD PD SAFETY					
18-5-0000-9850 TRANSFERS OUT	8,276.00	0.00	7,670.10	92.68	605.90
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 ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

19 -CEMETERY

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
CEMETERY REVENUE	259,599.00	5,737.50	27,532.16	10.61	232,066.84
TOTAL REVENUES	259,599.00	5,737.50	27,532.16	10.61	232,066.84
EXPENDITURE SUMMARY					
CEMETERY O & M	46,597.00	4,460.51	28,533.37	61.23	18,063.63
CAPITAL IMPROVEMENT PLAN	193,500.00	36.59	36.59	0.02	193,463.41
CEMETERY CONTINGENCY	19,502.00	0.00	0.00	0.00	19,502.00
TOTAL EXPENDITURES	259,599.00	4,497.10	28,569.96	11.01	231,029.04
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,240.40	(1,037.80)		1,037.80

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

19 -CEMETERY

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CEMETERY REVENUE					
19-4-4000-4015 CEMETERY LOT SALES	15,000.00	2,800.00	11,300.00	75.33	3,700.00
19-4-4000-4016 INTERMENTS	12,000.00	2,637.50	9,087.50	75.73	2,912.50
19-4-4000-4026 GRAVE LINER SALES	3,000.00	300.00	1,177.50	39.25	1,822.50
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	0.00	4,620.71	154.02	(1,620.71)
19-4-4000-4700 LGIP INTEREST 93946	275.00	0.00	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	176,000.00	0.00	0.00	0.00	176,000.00
TOTAL CEMETERY REVENUE	259,599.00	5,737.50	27,532.16	10.61	232,066.84
TOTAL REVENUE	259,599.00	5,737.50	27,532.16	10.61	232,066.84

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

19 -CEMETERY

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CEMETERY O & M					
19-5-0700-6000 SALARIES - CEMETERY O&M	17,386.00	1,464.53	11,068.42	63.66	6,317.58
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	105.58	812.08	60.78	523.92
19-5-0700-6022 HEALTH INSURANCE	5,681.00	467.84	3,601.62	63.40	2,079.38
19-5-0700-6023 WORKERS COMPENSATION	0.00	0.00	237.93	0.00	(237.93)
19-5-0700-6024 STATE RETIREMENT	2,146.00	179.99	1,360.29	63.39	785.71
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	500.00	1,550.00	103.33	(50.00)
19-5-0700-7001 EQUIPMENT REPAIRS & MAINT	1,500.00	1,187.30	1,254.41	83.63	245.59
19-5-0700-7002 GASOLINE	325.00	48.80	424.16	130.51	(99.16)
19-5-0700-7008 EQUIPMENT RENTAL	1,320.00	110.00	770.00	58.33	550.00
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	37.36	394.18	46.37	455.82
19-5-0700-7500 CEMETERY SUPPLIES	750.00	112.13	500.77	66.77	249.23
19-5-0700-7502 TOOLS	750.00	246.98	284.71	37.96	465.29
19-5-0700-7506 GRAVE LINERS	4,100.00	0.00	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	2,993.00	0.00	2,416.63	80.74	576.37
TOTAL CEMETERY O & M	46,597.00	4,460.51	28,533.37	61.23	18,063.63
CEMETERY DEPRECIATION					
CAPITAL IMPROVEMENT PLAN					
19-5-0800-8000 CAPITAL IMPROVEMENT PLAN	193,500.00	36.59	36.59	0.02	193,463.41
TOTAL CAPITAL IMPROVEMENT PLAN	193,500.00	36.59	36.59	0.02	193,463.41
CEMETERY CONTINGENCY					
19-5-2000-9400 CONTINGENCY	19,502.00	0.00	0.00	0.00	19,502.00
TOTAL CEMETERY CONTINGENCY	19,502.00	0.00	0.00	0.00	19,502.00
TOTAL EXPENDITURES	259,599.00	4,497.10	28,569.96	11.01	231,029.04
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,240.40	(1,037.80)		1,037.80

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

20 -PERPETUAL CARE

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
PERPETUAL CARE REVENUE	50,324.00	1,815.00	6,970.00	13.85	43,354.00
TOTAL REVENUES	50,324.00	1,815.00	6,970.00	13.85	43,354.00
EXPENDITURE SUMMARY					
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	1,815.00	6,970.00		(6,970.00)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

20 -PERPETUAL CARE

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERPETUAL CARE REVENUE					
20-4-4000-4018 PERPETUAL CARE PAYMENTS	6,400.00	1,815.00	6,970.00	108.91	(570.00)
20-4-4000-6050 FUND BALANCE APPROPRIATION	43,924.00	0.00	0.00	0.00	43,924.00
TOTAL PERPETUAL CARE REVENUE	50,324.00	1,815.00	6,970.00	13.85	43,354.00
TOTAL REVENUE	50,324.00	1,815.00	6,970.00	13.85	43,354.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

20 -PERPETUAL CARE

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERPETUAL CARE					
20-5-0700-9014 TRANSFER TO CEMETERY FUND	50,324.00	0.00	0.00	0.00	50,324.00
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	1,815.00	6,970.00		(6,970.00)

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

24 -CAPITAL IMPROVEMENT

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
CAPITAL IMPROVEMENT REV	3,795,267.00	0.00	1,006,746.00	26.53	2,788,521.00
TOTAL REVENUES	3,795,267.00	0.00	1,006,746.00	26.53	2,788,521.00
EXPENDITURE SUMMARY					
CAPITAL IMPROVEMENTS	1,450,000.00	0.00	0.00	0.00	1,450,000.00
CAPITAL IMPROVEMENT PLAN	2,345,267.00	1,033.79	275,943.93	11.77	2,069,323.07
TOTAL EXPENDITURES	3,795,267.00	1,033.79	275,943.93	7.27	3,519,323.07
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,033.79)	730,802.07		(730,802.07)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

24 -CAPITAL IMPROVEMENT

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL IMPROVEMENT REV					
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	1,401,606.00	0.00	0.00	0.00	1,401,606.00
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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

24 -CAPITAL IMPROVEMENT

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL IMPROVEMENTS					
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	650,000.00	0.00	0.00	0.00	650,000.00
TOTAL CAPITAL IMPROVEMENTS	1,450,000.00	0.00	0.00	0.00	1,450,000.00
CAPITAL IMPROVEMENT PLAN					
CAPITAL IMPROVEMENT PLAN					
24-5-0800-8000 CAPITAL IMPROVEMENT PLAN	2,345,267.00	1,033.79	275,943.93	11.77	2,069,323.07
TOTAL CAPITAL IMPROVEMENT PLAN	2,345,267.00	1,033.79	275,943.93	11.77	2,069,323.07
OFU-FUND BALANCE APPROP.					
TOTAL EXPENDITURES	3,795,267.00	1,033.79	275,943.93	7.27	3,519,323.07
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,033.79)	730,802.07		(730,802.07)

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

25 -CDBG GRANT

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
CDBG REV	405,669.00	297,893.33	310,046.61	76.43	95,622.39
TOTAL REVENUES	405,669.00	297,893.33	310,046.61	76.43	95,622.39
EXPENDITURE SUMMARY					
CDBG	54,653.00	25,000.00	25,000.00	45.74	29,653.00
CAPITAL	351,016.00	(164.76)	297,893.33	84.87	53,122.67
TOTAL EXPENDITURES	405,669.00	24,835.24	322,893.33	79.60	82,775.67
REVENUES OVER/(UNDER) EXPENDITURES	0.00	273,058.09	(12,846.72)		12,846.72

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

25 -CDBG GRANT

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CDBG REV					
25-4-4000-4500 CDBG GRANT REVENUE	393,516.00	297,893.33	297,893.33	75.70	95,622.67
25-4-4000-4800 TRANSFERS IN	12,153.00	0.00	12,153.28	100.00	(0.28)
TOTAL CDBG REV	405,669.00	297,893.33	310,046.61	76.43	95,622.39
TOTAL REVENUE	405,669.00	297,893.33	310,046.61	76.43	95,622.39

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

25 -CDBG GRANT

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CDBG					
25-5-0000-7999 CDBG MISCELLANEOUS	54,653.00	25,000.00	25,000.00	45.74	29,653.00
TOTAL CDBG	54,653.00	25,000.00	25,000.00	45.74	29,653.00
CAPITAL					
25-5-0800-8000 CAPITAL IMPROVEMENT PLAN	351,016.00	(164.76)	297,893.33	84.87	53,122.67
TOTAL CAPITAL	351,016.00	(164.76)	297,893.33	84.87	53,122.67
CDBG ADMIN					
TOTAL EXPENDITURES	405,669.00	24,835.24	322,893.33	79.60	82,775.67
REVENUES OVER/(UNDER) EXPENDITURES	0.00	273,058.09	(12,846.72)		12,846.72

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

28 -COURT RESTRICTED

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
GENERAL	5,000.00	283.40	2,976.29	59.53	2,023.71
FTG REV	0.00	99.13	228.38	0.00	(228.38)
JCEF REV	500.00	42.00	276.03	55.21	223.97
TOTAL REVENUES	5,500.00	424.53	3,480.70	63.29	2,019.30
EXPENDITURE SUMMARY					
GENERAL	5,500.00	0.00	0.00	0.00	5,500.00
TOTAL EXPENDITURES	5,500.00	0.00	0.00	0.00	5,500.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	424.53	3,480.70		(3,480.70)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

28 -COURT RESTRICTED

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL					
28-4-0000-4500 COURT ENHANCEMENT REVENUE	5,000.00	283.40	2,976.29	59.53	2,023.71
TOTAL GENERAL	5,000.00	283.40	2,976.29	59.53	2,023.71
FTG REV					
28-4-0002-4500 COURT FTG REVENUE	0.00	99.13	228.38	0.00	(228.38)
TOTAL FTG REV	0.00	99.13	228.38	0.00	(228.38)
JCEF REV					
28-4-0003-4500 COURT JCEF REVENUE	500.00	42.00	276.03	55.21	223.97
TOTAL JCEF REV	500.00	42.00	276.03	55.21	223.97
FUND BALANCE					
TOTAL REVENUE	5,500.00	424.53	3,480.70	63.29	2,019.30

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

28 -COURT RESTRICTED

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL					
28-5-0000-7999 COURT ENHANCEMENT MISC	5,500.00	0.00	0.00	0.00	5,500.00
TOTAL GENERAL	5,500.00	0.00	0.00	0.00	5,500.00
FARE FUND					
CAPITAL IMPROVEMENT PLAN					
OTHER FINANCING USES					
MISC EXP					
TOTAL EXPENDITURES	5,500.00	0.00	0.00	0.00	5,500.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	424.53	3,480.70		(3,480.70)

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

29 -POLICE GRANTS

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
GIITEM REVENUE	95,843.00	5,517.89	28,971.06	30.23	66,871.94
TOTAL REVENUES	95,843.00	5,517.89	28,971.06	30.23	66,871.94
EXPENDITURE SUMMARY					
GIITEM FUND	95,843.00	0.00	28,971.06	30.23	66,871.94
TOTAL EXPENDITURES	95,843.00	0.00	28,971.06	30.23	66,871.94
REVENUES OVER/(UNDER) EXPENDITURES	0.00	5,517.89	0.00		0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

29 -POLICE GRANTS

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GIITEM REVENUE					
29-4-4000-4500 GIITEM TASK FORCE REVENUE	95,843.00	5,517.89	28,971.06	30.23	66,871.94
TOTAL GIITEM REVENUE	95,843.00	5,517.89	28,971.06	30.23	66,871.94
TOTAL REVENUE	95,843.00	5,517.89	28,971.06	30.23	66,871.94

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

29 -POLICE GRANTS

58.33% 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	15,777.00	28.05	40,468.00
29-5-0000-6020 GIITEM SOCIAL SECURITY	4,303.00	0.00	1,206.97	28.05	3,096.03
29-5-0000-6021 GIITEM PSPRS EMP PORTION	15,540.00	0.00	4,170.85	26.84	11,369.15
29-5-0000-6022 GIITEM HEALTH INSURANCE	14,852.00	0.00	6,188.11	41.67	8,663.89
29-5-0000-6023 GIITEM WORKERS COMPENSATION	2,860.00	0.00	776.88	27.16	2,083.12
29-5-0000-6026 GIITEM HSA EMPLOYER PORTION	2,043.00	0.00	851.25	41.67	1,191.75
TOTAL GIITEM FUND	95,843.00	0.00	28,971.06	30.23	66,871.94
TOTAL EXPENDITURES	95,843.00	0.00	28,971.06	30.23	66,871.94
REVENUES OVER/(UNDER) EXPENDITURES	0.00	5,517.89	0.00		0.00

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

30 -POLICE SMART & SAFE AZ

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
FUND BALANCE APPROP.	50,427.00	0.00	0.00	0.00	50,427.00
TOTAL REVENUES	50,427.00	0.00	0.00	0.00	50,427.00
EXPENDITURE SUMMARY					
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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

30 -POLICE SMART & SAFE AZ

58.33% 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	50,427.00	0.00	0.00	0.00	50,427.00
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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

30 -POLICE SMART & SAFE AZ

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL					
TRANSFERS OUT					
30-5-2000-9850 TRANSFERS OUT	50,427.00	0.00	50,650.11	100.44	(223.11)
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 ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

31 -OPIOID FUND

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
MISC.	30,000.00	0.00	0.00	0.00	30,000.00
TOTAL REVENUES	30,000.00	0.00	0.00	0.00	30,000.00
EXPENDITURE SUMMARY					
GENERAL	30,000.00	0.00	0.00	0.00	30,000.00
TOTAL EXPENDITURES	30,000.00	0.00	0.00	0.00	30,000.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

31 -OPIOID FUND

58.33% OF YEAR COMP.

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

31 -OPIOID FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL					
31-5-0000-7999 OPIOID FUND EXPENDITURES	30,000.00	0.00	0.00	0.00	30,000.00
TOTAL GENERAL	30,000.00	0.00	0.00	0.00	30,000.00
TOTAL EXPENDITURES	30,000.00	0.00	0.00	0.00	30,000.00

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

80 -DONATION FUND

FINANCIAL SUMMARY 58.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
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	0.00	12,345.23	56.11	9,654.77
POLICE	8,500.00	49.85	5,215.05	61.35	3,284.95
FUND BALANCE APPROPRIATIO	27,500.00	0.00	0.00	0.00	27,500.00
TOTAL REVENUES	550,300.00	49.85	18,259.28	3.32	532,040.72
EXPENDITURE SUMMARY					
CAPITAL IMPROVEMENT PLAN	412,000.00	19,716.72	19,716.72	4.79	392,283.28
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	(21.95)	20,704.80	41.83	28,795.20
POLICE	8,500.00	0.00	6,101.08	71.78	2,398.92
TOTAL EXPENDITURES	550,300.00	19,694.77	191,108.41	34.73	359,191.59
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(19,644.92)	(172,849.13)		172,849.13

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

80 -DONATION FUND

58.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
STREETS					
YAVAPAI APACHE TRIBE					
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
TOWN WIDE					
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
LIBRARY					
COMM DEV					
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
PARK & RECREATION					
80-4-2600-4001 GENERAL - PARKS & RECREATION	5,000.00	0.00	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	0.00	12,345.23	56.11	9,654.77
POLICE					
80-4-2900-4001 GENERAL - POLICE	5,000.00	49.85	3,360.05	67.20	1,639.95
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	49.85	5,215.05	61.35	3,284.95
FUND BALANCE APPROPRIATIO					
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
HERITAGE CONSERV					
TOTAL REVENUE	550,300.00	49.85	18,259.28	3.32	532,040.72

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

80 -DONATION FUND

58.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL IMPROVEMENT PLAN					
80-5-0800-8000 CAPITAL IMPROVEMENT PLAN	412,000.00	19,716.72	19,716.72	4.79	392,283.28
TOTAL CAPITAL IMPROVEMENT PLAN	412,000.00	19,716.72	19,716.72	4.79	392,283.28
STREETS					
YAVAPAI APACHE TRIBE					
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	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL YAVAPAI APACHE TRIBE	30,000.00	0.00	0.00	0.00	30,000.00
TOWN WIDE					
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	50,000.00	0.00	599.00	1.20	49,401.00
TOTAL TOWN WIDE	50,000.00	0.00	144,545.81	289.09	(94,545.81)
LIBRARY					
COMM DEV					
80-5-2500-8001 CENTENNIAL PLAZA DON BRICK EXP	300.00	0.00	40.00	13.33	260.00
TOTAL COMM DEV	300.00	0.00	40.00	13.33	260.00
PARK & RECREATION					
80-5-2600-8001 GENERAL - PARKS & RECREATION	5,000.00	(21.95)	1,494.40	29.89	3,505.60
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	2,500.00	0.00	2,249.95	90.00	250.05
TOTAL PARK & RECREATION	49,500.00	(21.95)	20,704.80	41.83	28,795.20
POLICE					
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	3,500.00	0.00	2,687.65	76.79	812.35
TOTAL POLICE	8,500.00	0.00	6,101.08	71.78	2,398.92
HERITAGE CONSERV					
TOTAL EXPENDITURES	550,300.00	19,694.77	191,108.41	34.73	359,191.59
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(19,644.92)	(172,849.13)		172,849.13

*** END OF REPORT ***

Staff Report

Item Number: 5.A.

Agenda Item: **Proclamation - Teen Dating Violence Awareness Month**
Discuss, consider and act upon a proclamation declaring February as National Teen Dating Violence Awareness and Prevention Month.

Staff Contact: Charity Brooks, Town Clerk

Meeting Date: February 27, 2024

Strategic Goal: Not applicable.

Background: This February, during National Teen Dating Violence Awareness and Prevention Month, we stand with those who have known the pain and isolation of an abusive relationship, and we recommit to ending the cycle of teen dating violence that affects too many of our young people.

Together, it's on all of us to raise regional awareness about teen dating violence and promote safe and healthy relationships.

Females between the ages 16-24 are more vulnerable to intimate partner violence, experiencing abuse at a rate almost triple the national average. One in three adolescent girls in the United States is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds victimization rates for other types of violence affecting young people.

Dating violence transcends gender, race, religion, ethnicity, sexual orientation, and socioeconomic status. It takes many forms, including physical, sexual, and emotional abuse, bullying, and shaming, which can occur in person or through electronic communication and social media.

If you or someone you know is involved in an abusive relationship of any kind, immediate and confidential support is available by calling Verde Valley Sanctuary at (928) 634-2511.

Budget Impact: No budget impact.

Recommendation: Staff recommends that the Council approve a proclamation declaring February 2024 as National Teen Dating Violence Awareness and Prevention Month.

A Proclamation on National Teen Dating Violence Awareness and Prevention Month

WHEREAS, This February, during National Teen Dating Violence Awareness and Prevention Month, we stand with those who have known the pain and isolation of an abusive relationship, and we recommit to ending the cycle of teen dating violence that affects too many of our young people.

WHEREAS, together, it's on all of us to raise regional awareness about teen dating violence and promote safe and healthy relationships.

WHEREAS, females between the ages 16-24 are more vulnerable to intimate partner violence, experiencing abuse at a rate almost triple the national average; and

WHEREAS, one in three adolescent girls in the United States is a victim of physical, emotional, or verbal abuse from a dating partner, a figure that far exceeds victimization rates for other types of violence affecting youth; and

WHEREAS, high school students who experience physical violence in a dating relationship are more likely to use drugs and alcohol, are at greater risk of suicide and are much more likely to carry patterns of abuse into future relationships; and

WHEREAS, young people victimized by a dating partner are more likely to engage in risky sexual behavior and unhealthy dieting behaviors and the experience may disrupt normal development of self-esteem and body image; and

WHEREAS, nearly half of teens who experience dating violence report that incidents of abuse took place in a school building or on school grounds; and

WHEREAS, only 33% of teens who are in an abusive relationship ever tell anyone about the abuse, and 81% of parents surveyed either believe teen dating violence is not an issue or admit they do not know if it is one; and

WHEREAS, by providing young people with education about healthy relationships and relationship skills and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

WHEREAS, it is essential to raise community awareness and to provide training for teachers, counselors and school staff so that they may recognize when youth are exhibiting signs of dating violence; and

WHEREAS, the establishment of Teen Dating Violence Awareness and Prevention Month will benefit young people, their families, schools, and communities regardless of socioeconomic status, gender, sexual orientation or ethnicity; and

WHEREAS, everyone has the right to a safe and healthy relationship and to be free from abuse.

WHEREAS, dating violence transcends gender, race, religion, ethnicity, sexual orientation, and socioeconomic status. It takes many forms, among them physical, sexual, and emotional abuse, bullying, and shaming, which can occur in person or through electronic communication and social media.

WHEREAS, the spiral of violent dating relationships can lead to depression, anxiety, drug and alcohol use, as well as suicidal thoughts. Victims, especially young women, transgender, and gender nonconforming youth who face higher rates of violence, may suffer lifelong consequences. The pattern of abuse often continues to future relationships.

WHEREAS, If you or someone you know is involved in an abusive relationship of any kind, immediate and confidential support is available by visiting loveisrespect.org or calling Verde Valley Sanctuary at (928) 634-2511.

NOW, THEREFORE, BE IT RESOLVED, that I, Robyn Prud'homme-Bauer, Mayor of the Town of Clarkdale, Arizona, on behalf of the Town Council, do hereby proclaim February 2024 as National Teen Dating Violence Awareness and Prevention Month. I call upon all citizens to support efforts in their communities and schools, and in their own families, to empower young people to develop healthy relationships throughout their lives and to prevent and respond to teen dating violence. It's on all of us.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Clarkdale, Arizona, to be affixed this 27th day of February 2024.

ATTEST:

_____ _____

Robyn Prud'homme-Bauer – Mayor Charity Brooks, Town Clerk

Staff Report

Item Number: 6.A.

Agenda Item: **Approval of Minutes of the Common Council**
Consider and act upon the draft minutes from the regular meeting held on Feb. 13, 2024.

Staff Contact: Charity Brooks, Town Clerk

Meeting Date: February 27, 2024

Strategic Goal: Not applicable.

Background: Review of the draft minutes from the regular meeting held on Feb. 13, 2024.

Budget Impact: No budget impact.

Recommendation: Staff recommends approval fo the draft minutes from the regular meeting held on Feb. 13, 2024.

SUMMARIZED MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE
TUESDAY, FEBRUARY 13, 2024 AT 6:00 PM
(To listen to the full audio of the meeting, please visit www.clarkdale.az.gov – agendas & minutes)

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

Other Municipal Officials Present: Susan Guthrie, Town Manager; Charity Brooks, Town Clerk; Joni Westcott, Parks and Recreation Director; Stephen Polk, Town Attorney; Joe Candelaria, Police Lieutenant

Zoom: Four members of the public were present.

Audience: Approximately 28 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.*

3. **PUBLIC COMMENT**
   The following people provided public comment in opposition to the new proposed Highlands development and possible re-zoning:
   Jeff Keck, Karla Erickson, Ann Klassen, Mike Boniface, Todd Green, Amanda Arnold, Robert Carlson.

   Drake Meinke provided the Council with an update of the remodeling project at 901 Main Street.

   Stephanie Skroch requested information pertaining to wells owned by the Town and results from impact studies in relation to the new development that is proposed for the Highlands. Town Manager Susan Guthrie reminded everyone that this item is not on the agenda; therefore, Council cannot answer any questions or respond to any comments. She asked that you email her at TownManager@clarkdale.az.gov and she would be happy to provide information to any questions.

   Mike Killakenny would like to see the item of the wells (mentioned by Ms. Skroch) added to a future agenda. Mayor Prud'homme-Bauer and Town Manager Susan Guthrie asked that he email them and they would be happy to schedule a meeting to answer any questions.

4. **REPORTS**

A. Current Events

A brief summary of current events. The Council will not propose, discuss, deliberate, or take legal action on any matter in the summary. 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 – *Great meeting last month. Upcoming Resolution.*
- NACOG - Northern Arizona Council of Governments – *No meeting.*
- NAMWUA - Northern Arizona Municipal Water Users Association – *General business discussed.*
- TPAC – Transportation Policy Advisory Council – *Met in January. Council Member Babbitt-Pierce elected vice-chair.*
- VFLC – Verde Front Leadership Council – *Meeting next week.*
- Greater AZ Mayor's Organizational Report – *No meeting.*
- Sustaining Flows Committee – *Rocking River Ranch State Park opened in Camp Verde.*
- Yavapai Communities for Young Children – *Quarterly meeting held in January.*

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 Jan. 23, 2024.

B. Call of Election

Consider and act upon a request to call a Primary Election on July 30, 2024, and if necessary, a General Election on Nov. 5, 2024, for one Mayor seat and two Council Member seats, for four-year terms, commencing in November 2024.

C. Amendment to Deed of Gift Agreement with Clarkdale Historical Society and Museum

Consider and act upon an amendment to the Deed of Gift Agreement with the Clarkdale Historical Society and Museum.

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

6. NEW BUSINESS

A. Subdivision Platting Procedures and Planned Area Development Procedures

Assistant Town Manager Ruth Mayday and Town Attorney Stephen Polk will give a presentation to Council regarding Subdivision Platting Procedures and Planned Area Development Procedures.

Town Attorney Stephen Polk explained the process for Planned Area Development. Assistant Town Manager Ruth Mayday provided a PowerPoint presentation with further explanation regarding subdivision platting procedures and planned area development. Discussion only. No action taken.

B. 2023 Yavapai County Multi-Jurisdictional Hazard Mitigation Plan

Discuss, consider and act upon the 2023 Yavapai County Multi-Jurisdictional Hazard Mitigation Plan.

Police Lieutenant Joe Candelaria provided information regarding the 2023 Yavapai County Multi-Jurisdictional Hazard Mitigation Plan.

Action: : Approve the 2023 Yavapai County Multi-Jurisdictional Hazard Mitigation Plan:
Motion: Council Member Babbitt-Pierce
Second: Council Member O'Neill
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

7. FUTURE AGENDA ITEMS

Town Council may propose items to be placed on a future agenda.
Council Member O'Neill would like to see the Airport Advisory Council added to future agendas.

8. ADJOURNMENT

Action: Motion to Adjourn:
Motion: Vice Mayor Hunseder
Second: Council Member Jones
Vote: Approved 5-0

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

Mayor Prud'homme-Bauer adjourned the meeting without objection at 7:35 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 13th day of February 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Date approved by Town Council: Feb. 27, 2024

_____

Charity Brooks, Town Clerk

Staff Report

Item Number: 6.B.

Agenda Item: **Municipal Court Service for the Town of Clarkdale**
Consider and act upon a renewal of the Intergovernmental Agreement (IGA) with the City of Cottonwood to provide for Municipal Court Services.

Staff Contact: Susan Guthrie, Town Manager

Meeting Date: February 27, 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 Town of Clarkdale Magistrate Court has been co-located with the Cottonwood Municipal Court for the last two years. Previously, it was co-located with Yavapai County Verde Valley Justice Court since July 2018.

The Town of Clarkdale and City of Cottonwood have a long history of working collaboratively. The two communities have contracted with the same prosecuting attorney for years. Additionally, the Police Department's dispatch has been handled by Cottonwood since November 2021. Having Clarkdale's Municipal Court co-located with Cottonwood's Municipal Court provides many benefits, including synergy of the criminal justice system for users.

The IGA provides for all staffing, excluding the Judge, prosecutor, and public defender and reflects a 10 percent increase over the 2022 agreement. The renewal of the Judge's contract will be brought before Council in a separate action.

Town staff is seeking approval to execute a renewal of the IGA with Cottonwood.

Budget Impact: The Court's total Fiscal Year 23/24 budget is $199,634 as compared to the 2021 budget of $237,233 (01-5-2800). The IGA will require an annual payment of $110,100 for staffing, plus possible costs for supplies and technology. This represents a 10% increase in cost, which is consistent with the contract provisions. In addition to the IGA, the Town will continue to pay

$30,870 for a contract with a Municipal Judge, $14,000 for the contract with the public defender, and $30,000 for the contract with the prosecutor.

Recommendation: Staff recommends that the Council approve the renewal of the Intergovernmental Agreement (IGA) with the City of Cottonwood to provide Municipal Court Services and authorize the Town Manager and Town Attorney to execute all documents necessary.

TOWN OF CLARKDALE/CITY OF COTTONWOOD
INTERGOVERNMENTAL AGREEMENT
CO-LOCATION AND OPERATIONS OF MUNICIPAL COURT

THIS AGREEMENT made this 20th day of February, 2024, by and between the TOWN OF CLARKDALE, a municipal corporation of the State of Arizona, hereinafter called "Town" and the CITY OF COTTONWOOD, a municipal corporation of the State of Arizona, hereinafter called "City".

RECITALS

WHEREAS, the Town is authorized to enter into this Agreement pursuant to A.RS. §9-240, A.R.S. § 11- 952, and Town's Code; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to A.R.S. §9-240, A.R.S. § 11- 952, and City's Code; and

WHEREAS, the City operates and maintains a Municipal Court facility and employs staff for the conduct of certain City judicial operations; and

WHEREAS, the Town requires facilities and staff for its Municipal Court operations; and

WHEREAS, the Parties have determined that it is to their mutual benefit to enter into an agreement for joint utilization of facilities and staff required for their respective Court operations.

NOW THEREFORE, IT IS AGREED by and between the Town and the City as follows:

I. OCCUPANCY AND USE OF COURT FACILITIES

A. Use of Court Facilities. The City hereby grants to the Town the right to use and occupy the City's Municipal Court facilities for the use of the Town Magistrate and for ancillary services. Employees and/or Contractors (e.g., Town Prosecutor, Public Defender, etc.) of the Town shall have the right of access to the described premises, which shall be in conjunction and coextensive with the use of the City and its employees. City agrees to furnish the Town and its employees, licensees, and/or permittees during the ~~term~~Term of this Agreement, or any extension hereof, proper heating, cooling, electricity, use of common corridors, lobbies, rooms, stairs, ingress and egress, and reasonable janitorial service.

B. Court Staffing and Equipment. The City shall provide all necessary staffing and equipment to operate the Town Magistrate Court, with operations to be as similar as possible to the City Magistrate Court. Staffing shall include, but is not limited to clerks, a court administrator, and security staff ("Court Staff"). Equipment shall include, but is not limited to, computers, software, and court session video recording equipment. The Town shall appoint, contract with and pay for its Town Magistrate; any pro tem magistrates that may be required; its public defender; and its prosecutor. In the event the City Magistrate does not also serve as the Town Magistrate, this Agreement may be cancelled or renegotiated by the Town and the City.

C. Worker's Compensation. To the extent permitted by law, while Court Staff are providing services for Town Magistrate Court, Court Staff are still the employees of City. City agrees to employ and be responsible for the Court Staff as its employee for all matters including, but not limited to, purposes of compensation, Workers' Compensation premiums, benefits, retirement and discipline (subject to consultation as set forth herein), and to budget for the expense of all wages, benefits, and taxes, while also accounting for, and paying all applicable wages, benefits, and payroll taxes for Court Staff. As such, City shall maintain Workers' Compensation insurance coverage on Court Staff. All personnel costs of the Court Staff will be the responsibility of City, who is the primary employer of Court Staff, including any overtime. For purposes of workers' compensation, an employee of a Party to this Agreement who works under the control of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose control she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required. The Magistrate will be under contract as an employee of both Town and City.

D. Records. The records of the Town Magistrate Court shall remain the property of Town and shall not be withheld from Town under any circumstance.

II. COST REIMBURSEMENT

A. Reimbursement by Town. During the ~~initial term~~ Term of this Agreement ~~or renewals thereof, the~~ Town shall reimburse the City in the following amounts:

1. **Facility and Operations Fee.** A Facility and Operations Fee of $110,100.00 (One Hundred Ten Thousand, One Hundred Dollars) annually, is established commencing April 1, 2024. The Facility and Operations Fee shall be comprised of all reasonable facility-based (e.g., electricity, plumbing, physical security, janitorial services, physical security) and operations-based (e.g., staffing, hours of operations, materials, forms, etc.) expenses. The Facility and Operations Fee shall be adjusted in accordance with Section 11.A.3 of this Agreement as of April l of each successive year ~~during the Initial Term~~ of this Agreement and any renewals thereof.

2. **Initial Tenant Improvements and Equipment Acquisition.** The City shall provide the Town with an estimate of the costs for required tenant improvements and equipment necessary to accommodate the Town Magistrate Court (the "Initial Costs"), and shall obtain the Town's approval prior to incurring any such costs. The Town shall thereafter reimburse the City for such approved costs over each of the first two (2) quarterly billing cycles identified in Section III(B). If the Town terminates this Agreement prior to reimbursement for the Initial Costs, then the Town shall reimburse the City for the remaining amount of the Initial Costs at the time of termination.

3. **Reimbursement Adjustments.** The Facility and Operations Fee ~~shall be subject to~~ shall have an automatic annual adjustment ~~based upon realized increases in operating costs, not to exceed~~ of a 5 percent increase ~~from~~ of the prior calendar year's obligation.

III. SCHEDULE OF PAYMENTS

A. Payments by the Town. Amounts owed by the Town during the initial term of this Agreement, or renewals thereof, are payable in quarterly installments as follows:

1. **Facility and Operations Fee:** 25% of the annual Facility and Operations Fee as calculated herein for the ~~initial term~~ Term or renewals thereof.

B. Quarterly Payment Processing. On or before the 15th day of each quarter following execution of this Agreement, during the ~~initial t~~Term of this Agreement, or renewals thereof, the City shall transmit to the Town an itemized invoice for: 25 percent of the annual Facility and Operations Fee in addition to any other contractually agreed upon charges. Upon receipt, the Town shall timely issue payment to the City for the total amount of the itemized charges.

IV. INDEMNITY AND INSURANCE

A. Indemnity. To the extent permitted by law, each Party, as "Indemnitor", shall indemnify, defend, and hold harmless, to the fullest extent permitted by law, the other Party and its officers, officials, employees and agents, collectively as "Indemnitee", from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes, malfeasance, or intentional acts of the Indemnitor's officers, officials, employees or agents relating to the performance of this Agreement.

B. Insurance. The City shall obtain and maintain public entity liability insurance coverage with minimum annual policy limits of $2,000,000 (Two Million Dollars) naming the Town as an additional insured and shall, on or before the effective date of this Agreement provide the Town with a certificate of insurance confirming the existence of the required coverage and the addition of the Town as an additional insured. The Town shall obtain and maintain public entity liability insurance coverage with minimal annual policy limits of $2,000,000 (Two Million Dollars) naming the City as additional insured and shall, on or before the effective date of this Agreement, provide the City with a certificate of insurance confirming the existence of the required coverage and the addition of the City as an additional insured.

V. SEVERABILITY

The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the Parties is not defeated thereby.

VI. TERM AND RENEWAL

The Initial Term of this Agreement shall commence on April 1, 2024, and shall expire on March 31, 202~~6~~9, unless earlier terminated as provided herein. Thereafter, this Agreement ~~may be renewed for up to eight (8)~~ will automatically renew for five (5) additional successive one-year renewal terms with a maximum effective term, including initial and renewal terms, not to exceed ten (10) years. The Initial Term and any extension thereto shall be referred to as the "Term."

VII. TERMINATION

Notwithstanding the expressed term of the Agreement, either Party reserves the right to terminate this Agreement with or without cause at any time, by providing to the other Party, in writing, notice of intent to terminate at least ninety (90) days prior to the specified date of termination.

VIII. NOTICES

Notices to be sent pursuant to this Agreement shall be personally delivered or mailed by prepaid postage and certified mail, to the following addresses:

Town of Clarkdale
Town Manager
P.O. Box 308
Clarkdale, AZ 86324

City of Cottonwood
Court Administrator
665 E Mingus Avenue
Cottonwood, AZ 86326

IX. MISCELLANEOUS

A. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed by both Parties.

B. Termination for Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S.§38-51 l, the pertinent portions of which are incorporated by reference herein.

C. Non-Discrimination. The Parties warrant that they comply with all state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation shall be afforded equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The parties shall take affirmative action to ensure that it will not participate either directly or indirectly in any form of discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; or the Genetic Information Nondiscrimination Act of 2008.

D. Legal Arizona Workers Act Compliance. To the extent permitted by law, both parties are required to comply with A.R.S. §41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration Jaws"). The parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal

immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

Each party retains the legal right to inspect the papers of any contractor or subcontract employee of the other working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

E. The parties acknowledge that this Agreement is not intended for the benefit of any third party and shall not be construed as a third-party beneficiary contract.

F. Should any provision of this Agreement be found unlawful or unenforceable, it shall be stricken, and the balance of the Agreement shall remain in full force and effect; provided, however, that in the event the stricken portion makes it impractical or impossible for either party to perform their responsibilities under this Agreement, then it shall terminate, and the parties shall be responsible for payment of their share of employment costs through the date of termination.

G. This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

H. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of the parties hereto.

I. This Agreement shall be construed and interpreted under the laws of Arizona, and any litigation under this Agreement shall be commenced in Yavapai County.

J. The parties agree to make use of mediation and/or another form of alternative dispute resolution prior to commencing litigation, except in cases where a party reasonably determines that it would be futile do so.

K. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

L. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

TOWN OF CLARKDALE	**CITY OF COTTONWOOD**
Susan Guthrie, Town Manager	Jesus R. Rodriguez, Interim City Manager
Date	Date

DETERMINATIONS OF COUNSEL

Pursuant to A.R.S. Section l l-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Clarkdale, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Clarkdale.

Stephen W. Polk
Town Attorney

Pursuant to A.R.S. Section 1 l-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Cottonwood, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Cottonwood.

William J. Sims, III
~~City~~ Attorney, Sims Mackin, Ltd.

TOWN OF CLARKDALE/CITY OF COTTONWOOD
INTERGOVERNMENTAL AGREEMENT
CO-LOCATION AND OPERATIONS OF MUNICIPAL COURT

THIS AGREEMENT made this 20th day of February, 2024, by and between the TOWN OF CLARKDALE, a municipal corporation of the State of Arizona, hereinafter called "Town" and the CITY OF COTTONWOOD, a municipal corporation of the State of Arizona, hereinafter called "City".

RECITALS

WHEREAS, the Town is authorized to enter into this Agreement pursuant to A.RS. §9-240, A.R.S. § 11- 952, and Town's Code; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to A.R.S. §9-240, A.R.S. § 11- 952, and City's Code; and

WHEREAS, the City operates and maintains a Municipal Court facility and employs staff for the conduct of certain City judicial operations; and

WHEREAS, the Town requires facilities and staff for its Municipal Court operations; and

WHEREAS, the Parties have determined that it is to their mutual benefit to enter into an agreement for joint utilization of facilities and staff required for their respective Court operations.

NOW THEREFORE, IT IS AGREED by and between the Town and the City as follows:

I. OCCUPANCY AND USE OF COURT FACILITIES

A. Use of Court Facilities. The City hereby grants to the Town the right to use and occupy the City's Municipal Court facilities for the use of the Town Magistrate and for ancillary services. Employees and/or Contractors (e.g., Town Prosecutor, Public Defender, etc.) of the Town shall have the right of access to the described premises, which shall be in conjunction and coextensive with the use of the City and its employees. City agrees to furnish the Town and its employees, licensees, and/or permittees during the Term of this Agreement, or any extension hereof, proper heating, cooling, electricity, use of common corridors, lobbies, rooms, stairs, ingress and egress, and reasonable janitorial service.

B. Court Staffing and Equipment. The City shall provide all necessary staffing and equipment to operate the Town Magistrate Court, with operations to be as similar as possible to the City Magistrate Court. Staffing shall include, but is not limited to clerks, a court administrator, and security staff (“Court Staff”). Equipment shall include, but is not limited to, computers, software, and court session video recording equipment. The Town shall appoint, contract with and pay for its Town Magistrate; any pro tem magistrates that may be required; its public defender; and its prosecutor. In the event the City Magistrate does not also serve as the Town Magistrate, this Agreement may be cancelled or renegotiated by the Town and the City.

C. Worker's Compensation. To the extent permitted by law, while Court Staff are providing services for Town Magistrate Court, Court Staff are still the employees of City. City agrees to employ and be responsible for the Court Staff as its employee for all matters including, but not limited to, purposes of compensation, Workers' Compensation premiums, benefits, retirement and discipline (subject to consultation as set forth herein), and to budget for the expense of all wages, benefits, and taxes, while also accounting for, and paying all applicable wages, benefits, and payroll taxes for Court Staff. As such, City shall maintain Workers' Compensation insurance coverage on Court Staff. All personnel costs of the Court Staff will be the responsibility of City, who is the primary employer of Court Staff, including any overtime. For purposes of workers' compensation, an employee of a Party to this Agreement who works under the control of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose control she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required. The Magistrate will be under contract as an employee of both Town and City.

D. Records. The records of the Town Magistrate Court shall remain the property of Town and shall not be withheld from Town under any circumstance.

II. COST REIMBURSEMENT

A. Reimbursement by Town. During the Term of this Agreement Town shall reimburse the City in the following amounts:

1. **Facility and Operations Fee.** A Facility and Operations Fee of $110,100.00 (One Hundred Ten Thousand, One Hundred Dollars) annually, is established commencing April 1, 2024. The Facility and Operations Fee shall be comprised of all reasonable facility-based (e.g., electricity, plumbing, physical security, janitorial services, physical security) and operations-based (e.g., staffing, hours of operations, materials, forms, etc.) expenses. The Facility and Operations Fee shall be adjusted in accordance with Section 11.A.3 of this Agreement as of April l of each successive year of this Agreement and any renewals thereof.

2. **Initial Tenant Improvements and Equipment Acquisition.** The City shall provide the Town with an estimate of the costs for required tenant improvements and equipment necessary to accommodate the Town Magistrate Court (the "Initial Costs"), and shall obtain the Town's approval prior to incurring any such costs. The Town shall thereafter reimburse the City for such approved costs over each of the first two (2) quarterly billing cycles identified in Section III(B). If the Town terminates this Agreement prior to reimbursement for the Initial Costs, then the Town shall reimburse the City for the remaining amount of the Initial Costs at the time of termination.

3. **Reimbursement Adjustments.** The Facility and Operations Fee shall have an automatic annual adjustment of a 5 percent increase of the prior calendar year's obligation.

III. SCHEDULE OF PAYMENTS

A. Payments by the Town. Amounts owed by the Town during the initial term of this Agreement, or renewals thereof, are payable in quarterly installments as follows:

1. **Facility and Operations Fee:** 25% of the annual Facility and Operations Fee as calculated herein for the Term or renewals thereof.

B. Quarterly Payment Processing. On or before the 15th day of each quarter following execution of this Agreement, during the Term of this Agreement, or renewals thereof, the City shall transmit to the Town an itemized invoice for: 25 percent of the annual Facility and Operations Fee in addition to any other contractually agreed upon charges. Upon receipt, the Town shall timely issue payment to the City for the total amount of the itemized charges.

IV. INDEMNITY AND INSURANCE

A. Indemnity. To the extent permitted by law, each Party, as "Indemnitor", shall indemnify, defend, and hold harmless, to the fullest extent permitted by law, the other Party and its officers, officials, employees and agents, collectively as "Indemnitee", from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes, malfeasance, or intentional acts of the Indemnitor's officers, officials, employees or agents relating to the performance of this Agreement.

B. Insurance. The City shall obtain and maintain public entity liability insurance coverage with minimum annual policy limits of $2,000,000 (Two Million Dollars) naming the Town as an additional insured and shall, on or before the effective date of this Agreement provide the Town with a certificate of insurance confirming the existence of the required coverage and the addition of the Town as an additional insured. The Town shall obtain and maintain public entity liability insurance coverage with minimal annual policy limits of $2,000,000 (Two Million Dollars) naming the City as additional insured and shall, on or before the effective date of this Agreement, provide the City with a certificate of insurance confirming the existence of the required coverage and the addition of the City as an additional insured.

V. SEVERABILITY

The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the Parties is not defeated thereby.

VI. TERM AND RENEWAL

The Initial Term of this Agreement shall commence on April 1, 2024, and shall expire on March 31, 2029, unless earlier terminated as provided herein. Thereafter, this Agreement will automatically renew for five (5) additional successive one-year renewal terms with a maximum effective term, including initial and renewal terms, not to exceed ten (10) years. The Initial Term and any extension thereto shall be referred to as the "Term."

VII. TERMINATION

Notwithstanding the expressed term of the Agreement, either Party reserves the right to terminate this Agreement with or without cause at any time, by providing to the other Party, in writing, notice of intent to terminate at least ninety (90) days prior to the specified date of termination.

VIII. NOTICES

Notices to be sent pursuant to this Agreement shall be personally delivered or mailed by prepaid postage and certified mail, to the following addresses:

Town of Clarkdale
Town Manager
P.O. Box 308
Clarkdale, AZ 86324

City of Cottonwood
Court Administrator
665 E Mingus Avenue
Cottonwood, AZ 86326

IX. MISCELLANEOUS

A. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed by both Parties.

B. Termination for Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S.§38-51 l, the pertinent portions of which are incorporated by reference herein.

C. Non-Discrimination. The Parties warrant that they comply with all state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation shall be afforded equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The parties shall take affirmative action to ensure that it will not participate either directly or indirectly in any form of discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; or the Genetic Information Nondiscrimination Act of 2008.

D. Legal Arizona Workers Act Compliance. To the extent permitted by law, both parties are required to comply with A.R.S. §41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration Jaws"). The parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

Each party retains the legal right to inspect the papers of any contractor or subcontract employee of the other working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

E. The parties acknowledge that this Agreement is not intended for the benefit of any third party and shall not be construed as a third-party beneficiary contract.

F. Should any provision of this Agreement be found unlawful or unenforceable, it shall be stricken, and the balance of the Agreement shall remain in full force and effect; provided, however, that in the event the stricken portion makes it impractical or impossible for either party to perform their responsibilities under this Agreement, then it shall terminate, and the parties shall be responsible for payment of their share of employment costs through the date of termination.

G. This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

H. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of the parties hereto.

I. This Agreement shall be construed and interpreted under the laws of Arizona, and any litigation under this Agreement shall be commenced in Yavapai County.

J. The parties agree to make use of mediation and/or another form of alternative dispute resolution prior to commencing litigation, except in cases where a party reasonably determines that it would be futile do so.

K. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

L. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

TOWN OF CLARKDALE	**CITY OF COTTONWOOD**
Susan Guthrie, Town Manager	Jesus R. Rodriguez, Interim City Manager
Date	Date

DETERMINATIONS OF COUNSEL

Pursuant to A.R.S. Section l l-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Clarkdale, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Clarkdale.

Stephen W. Polk
Town Attorney

Pursuant to A.R.S. Section 1 l-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Cottonwood, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Cottonwood.

William J. Sims, III
Attorney, Sims Mackin, Ltd.

Staff Report

Item Number: 6.C.

Agenda Item: **Magistrate Services for the Town of Clarkdale**
Consider and act upon an agreement for Clarkdale Magistrate Services and re-appoint Catherine Kelley to serve as the Clarkdale Town Magistrate.

Staff Contact: Susan Guthrie, Town Manager

Meeting Date: February 27, 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: At their meeting on Jan. 25, 2022, the Town Council voted to enter into an Intergovernmental Agreement (IGA) with the City of Cottonwood to provide for Municipal Magistrate Court Services. The IGA provided for all staffing, excluding the Judge, prosecutor, and public defender.

As part of the Town's IGA with Cottonwood, the Town shall contract with the same Judge as Cottonwood. Currently, the Judge is Catherine Kelley. This agreement will provide for services from February 2024 through February 2026.

Budget Impact: The Court's total Fiscal Year 23/24 budget is $199,634 as compared to the 2021 budget of $237,233 (01-5-2800). This contract is for $30,870 per annum.

Recommendation: Staff recommends that the Council approve the agreement for Clarkdale Magistrate Services and re-appoint Catherine Kelley to serve as the Clarkdale Town Magistrate and authorize the Town Manager and Town Clerk to execute all documents.

AGREEMENT FOR
CLARKDALE MAGISTRATE SERVICES

THIS AGREEMENT made Feb. 26, 2024, by and between the Common Council of the Town of Clarkdale, Arizona, hereinafter referred to as “The Council”, and Catherine Kelley, hereinafter referred to as “Kelley”,

Recitals:

WHEREAS Section 3-2-6 of the Town of Clarkdale Town Code states that the Town Magistrate shall be the presiding officer of the Magistrate’s Court and shall be selected by the Council to serve a two-year term; and,

WHEREAS the Town of Clarkdale and the City of Cottonwood have executed an Agreement to Co-Locate the Clarkdale Magistrate Court with the Cottonwood Magistrate Court; and,

WHEREAS Kelley is the Presiding Magistrate for the City of Cottonwood Municipal Court; and,

WHEREAS, pursuant to A.R.S. 22-402, the Town of Clarkdale may consider additional options for consolidation or co-location of Court services with other jurisdictions in the region in the future; and,

WHEREAS the Council wishes to appoint Kelley as a contractor under the terms and conditions as set forth in the Agreement as its Town Magistrate; and

WHEREAS Kelley is willing to accept appointment as the Presiding Magistrate for the Town of Clarkdale under the terms and conditions as contained herein.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. APPOINTMENT OF TOWN MAGISTRATE

Pursuant to Clarkdale Town Code, Section 3-2-6, Kelley is appointed as the Town Magistrate for the Town of Clarkdale and she accepts the appointment, subject to the terms and conditions contained herein, and agrees to render to the best of her ability the services and duties of the Town Magistrate during the term of this Agreement.

2. NATURE OF APPOINTMENT

A. It is expressly agreed and understood by and between the parties that

Kelley is a part-time, contract employee of the Town, and is entitled only to the payment and/or compensation as set forth hereunder. As a part-time, contract employee, Kelley acknowledges that she is not eligible for health insurance coverage, retirement and other employee benefits through the Town of Clarkdale and waives any claim or right to such benefits.

B. Kelley shall be available to perform any and all services on behalf of the Clarkdale Magistrate Court on an as-needed basis, subject to a pro tem judge covering for her in case of illness, vacation, legal conferences or conflict cases.

C. Kelley shall, at all times, ensure that her conduct as Magistrate for the Town of Clarkdale does not violate Administrative Order Revised No. 96-32 of the Supreme Court of Arizona, the Code of Judicial Conduct, Rule 45 of the Rules of the Arizona Supreme Court, and any other Rule or law governing the conduct of judges during the terms of this contract.

D. Kelley shall not during her term commit any act which would be grounds for dismissal pursuant to terms and conditions set forth in this Agreement, the Clarkdale Town Code, and any and all applicable rules for the conduct of Municipal Judges in the State of Arizona.

E. Kelley shall perform her duties in accordance with the conditions and requirements imposed on municipal courts by A.R.S. §22-401, et seq., and other applicable laws, rules and regulations.

F. Kelley shall preside over all cases arising within the municipal court jurisdiction of the Town of Clarkdale, including those cases arising under the ordinances of the Town of Clarkdale and civil traffic violations of laws of the State committed within the corporate limits of the Town.

G. Kelley shall remit to the Treasurer of the Town of Clarkdale all fines, penalties and fees collected by the Magistrate Court monthly.

H. Kelley agrees to meet with the Town Council on an annual basis and at times requested by the Town Council to update the Council on the administration of the Clarkdale Magistrate Court and to meet from time to time with the Mayor or the Mayor's designee to discuss Magistrate Court issues.

I. Kelley shall forward copies of any completed Independent Accountants Reports or Arizona Office of the Courts (AOC) Operational Reviews to the Town Manager if requested.

J. Kelley shall supervise the Clarkdale Magistrate Court Administrator and other staff, who will be employees of the City of Cottonwood to assist in the operation of the Magistrate Court.

K. Kelley shall perform all other duties required by the Arizona Supreme Court and applicable Arizona law.

3. COMPENSATION AND BENEFITS

A. In consideration of the services rendered as Town Magistrate, the Town shall pay Kelley $ $30,870 per annum during the period of the effective date of this agreement payable pursuant to the Town's normal bi-weekly pay schedule for employees.

B. The Town agrees to increase said annual compensation at the same rate and effective date as any cost-of-living increases or set merit increases provided for Town employees after January 1, 2024 and during the term of this Agreement.

4. TERM/TERMINATION

A. The term of this Agreement shall be from February 9, 2024 through February 9, 2026, (or prior to that date if requested by the Town of Clarkdale) and may be terminated with at least ninety (90) days prior written notice by either party under the following circumstances:
   i. The Intergovernmental Agreement between the Town of Clarkdale and the City of Cottonwood for the Co-Location of the Clarkdale Magistrate Court with the Cottonwood Municipal Court has expired or is terminated.
   ii. The Town enters into an Intergovernmental Agreement with another jurisdiction to consolidate or co-locate Court operations.

B. Pursuant to Section 3-1-1 of the Code of the Town of Clarkdale, the Magistrate may be removed by the Council only for cause.

C. During the term of this Agreement, Kelley may be removed from office by the Council for violation of this Agreement. Notice of removal of office shall be delivered in writing to Kelley and Kelley shall have the right to request due process. Any such request for hearing and any hearing shall be in accordance with Town of Clarkdale policies and the Clarkdale Town Code.

D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Kelley to resign at any time from the position of Magistrate, upon at least ninety (90) days prior written notice to the Town.

5. GENERAL CONDITIONS

A. The Town shall defend, save harmless and indemnify Kelley against any tort, professional liability claim or demand or other legal action, whether meritorious or

not, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Town Magistrate's duties.

B. The Town shall also bear the full cost of any fidelity or other bonds required of Kelley under any federal, state or local law or ordinance.
C. This Agreement is personal to Kelley and is non-assignable.
D. The provisions of A.R.S. §38-511 are incorporated by reference and made part hereof.
E. This Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
F. This Agreement shall be construed under the laws of the State of Arizona.

IN WITNESS WHEREOF, the Town of Clarkdale, Arizona, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and Catherine Kelley has signed and executed this agreement, both in duplicate, with an effective term of February 9_, 2024 – February 9, 2026.

TOWN OF CLARKDALE:

By:_____ _____
Susan Guthrie, Town Manager Catherine Kelley, Magistrate

ATTEST:

_____
Charity Brooks, Town Clerk

Staff Report

Item Number: 6.D.

Agenda Item: **Prosecuting Attorney Services for the Town of Clarkdale**
Consider and act upon the renewal of the Professional Services Agreement with Musgrove, Drutz, Kack & Gautreaux, PC to provide prosecuting attorney services for the Town of Clarkdale.

Staff Contact: Susan Guthrie, Town Manager

Meeting Date: February 27, 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 Town of Clarkdale Magistrate Court has been co-located with the Cottonwood Municipal Court for the last two years. Previously, it has been co-located with Yavapai County Verde Valley Justice Court since July 2018.

The Town requires the services of an Arizona licensed attorney to advise and represent the Town and its Police Department in various criminal and civil proceedings in the Clarkdale Magistrate Court, including the prosecution of misdemeanor violations of Arizona law and the enforcement of the Clarkdale Municipal Code and other ordinances of the Town; to advise the Police Department and code enforcement personnel on matters related to policy, the development and implementation of general orders, proper police practice and procedure, and other related matters; and to represent the Town in administrative proceedings before the Town's Code Enforcement Hearing Officer.

The Town of Clarkdale and City of Cottonwood have a long history of working collaboratively. The two communities have contracted with the same prosecuting attorney for years. In Aug. 2022, the Town of Clarkdale and the City of Cottonwood contracted with Musgrove, Drutz, Kack and Gautreaux, PC to provide prosecuting attorney services for the Magistrate Court.

Staff is seeking approval to execute a renewal of the Professional Services Agreement with Musgrove, Drutz, Kack and Gautreaux, PC.

Budget Impact: The Court's total Fiscal Year 23/24 budget is $199,634 as compared to the 2021 budget of $237,233 (01-5-2800). The anticipated costs for Prosecution Services are $30,000.

Recommendation: Staff recommends that the Council approve the Professional Services Agreement with Musgrove, Drutz, Kack & Gautreaux, PC to provide prosecuting attorney services for the Town of Clarkdale.

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF CLARKDALE, YAVAPAI COUNTY, ARIZONA, AND MUSGROVE~~,~~ DRUTZ~~,~~ KACK & ~~FLACK~~GAUTREAUX, PC

THIS AGREEMENT is effective ~~September~~March 1, ~~2022~~2024, by and between the Town of Clarkdale, an Arizona Municipal Corporation, hereinafter referred to as "Town", and Musgrove~~,~~ Drutz~~,~~ Kack & ~~Flack~~Gautreaux, PC, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the Town requires the services of an Arizona licensed attorney to advise and represent the Town and its police department in various criminal and civil proceedings in the Clarkdale Magistrate Court, including the prosecution of misdemeanor violations of Arizona law and the enforcement of the Clarkdale Municipal Code and other ordinances of the Town; to advise the police department and code enforcement personnel on matters related to policy, the development and implementation of general orders, proper police practice and procedure, and other related matters; and to represent the Town in administrative proceedings before the Town's Code Enforcement Hearing Officer; and

WHEREAS, Contractor has proposed and is willing to provide the above-described services as an independent contractor on an at-will basis, on terms that are acceptable to both parties;

NOW, THEREFORE, the Parties to this Agreement hereby agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Contractor shall receive, process, and represent the Town in all civil and misdemeanor criminal cases filed by authorized officers of the Town in the Clarkdale Magistrate Court, excepting only such cases as raise a genuine conflict of interest that precludes such representation by Contractor under the Arizona Rules of Professional Conduct as promulgated and amended from time to time by the Arizona Supreme Court. In providing such services, Contractor will exercise ~~his~~its best independent professional judgment, and will report to and consult with the Town Attorney as either he or the Town Attorney deem necessary and appropriate. Without limitation, Contractor shall attend and represent the Town and/or the State of Arizona at all court proceedings as required by the Presiding Magistrate; and represent the State, Town and Clarkdale Police Department in misdemeanor criminal trials, civil traffic hearings, plea negotiations, appeals involving those matters that originated in the Clarkdale Magistrate Court, competency examination and restoration proceedings, and any and all other related proceedings brought in the Clarkdale Magistrate Court and/or in the various Arizona Courts of Record. In addition, Contractor shall advise the Town's police department and civil code enforcement personnel on matters related to policy, the development and implementation of general orders, proper police practice and procedure, and other related matters; and shall advise and represent the Town in administrative proceedings before the Town's Code Enforcement Hearing Officer.

2. **Term of Agreement/Termination.** The initial term of this Agreement shall be ~~September~~March 1, ~~2022~~2024, to ~~November 31, 2022~~February 28, 2025, at which time the contract will terminate unless mutually extended by the parties. This is an at-will agreement and may be terminated by either party for any reason or no reason upon 60 days written notice, or as otherwise agreed to in a writing executed by both Parties. In addition, this Agreement may be terminated by either Party immediately without recourse or penalty of any kind for any reason that would constitute cause for termination.

3. **Compensation.** For ~~his~~its professional services provided hereunder, Contractor shall be compensated at the rate of $2,500 and not to exceed $3,000 per month based upon the percentage of cases as compared to Cottonwood's Town Prosecutor contract (estimated between 17% and 25%) payable monthly upon the submission of an invoice requesting payment and documenting with reasonable specificity the matters handled, professional services provided, and time expended in the period for which compensation is requested. The parties agree that this is an all-inclusive professional fee, and that Contractor shall incur, pay and absorb any and all ordinary and customary travel and office expenses required or associated with providing the services contemplated hereunder, including without limitation commuting to and from the Town to perform the services contemplated hereunder; local and long-distance telephone charges; faxes (incoming and outgoing); computer and internet-access hardware, maintenance and service fees; office supplies; postage and shipping; library materials; professional dues, memberships, and subscriptions; and computer research fees. Notwithstanding the above, Contractor may seek prior authorization from the Town Manager and/or to Town Attorney to incur reasonable and necessary reimbursable expenses in extraordinary cases, such as (but not limited to) the engagement of expert witnesses and consultants; provided, however, that no such obligation or indebtedness may be incurred on the Town's behalf or will be reimbursed by the Town absent prior written approval from either the Town Manager or Town Attorney. Any subsequent increases in the monthly rate paid by the Town shall be approved by the Clarkdale Town Council.

4. **Licensure.** Contractor warrants that ~~he~~its attorneys currently ~~holds~~hold and will maintain in good standing at all times during the term of this Agreement, ~~a license~~licenses to practice law in the State of Arizona. In addition, during the term of this Agreement, Contractor shall promptly report to the Town Attorney and/or Town Manager any and all formal demands, claims and/or complaints made against ~~him~~it or ~~his~~the professional license of its attorneys on account of ~~his~~ professional activities under this Agreement or otherwise.

5. **Indemnification.** To the fullest extent allowed by law, the Parties to this Agreement hereby agree to indemnify each other, their officers, employees, agents, attorneys and representatives from and against any and all claims, actions, losses, damages and expenses (including reasonable attorneys fees) arising from their respective acts and/or omissions in performing their obligations under this Agreement.

6. **Insurance.** Contractor warrants that he currently has, and will maintain throughout the term of this Agreement, a policy of professional liability insurance covering his professional activities and omissions under this Agreement with a minimum coverage limit of $1,000,000.00 per claim and in the aggregate. Such policy of insurance shall be primary, shall name the Town of Clarkdale as an additional insured, and shall provide that the Town shall be entitled to 30 days' prior written notice before any modification or cancellation thereof.

7. **Preservation and Inspection of Records.** Contractor shall either provide to the Town or securely maintain in ~~his~~its offices all records produced in connection with the services performed under this Agreement for a period of 5 years following the termination or expiration of this Agreement. Further, all such records shall be made available for inspection by the Town and/or its auditors at any time during the retention period upon request by the Town.

8. **Assignment/Delegation.** Contractor specifically acknowledges that the duties assigned to Contractor under this Agreement are personal to him, and therefore, he shall not assign or delegate to any third party any right or duty arising under this Agreement without the prior written consent of the Town Attorney, Town Manager, and/or Town Council.

9. **Verification of Immigration Status/E-Verify.** Contractor warrants that ~~he~~it does and will for the duration of this Agreement continue to comply and require ~~his~~its subcontractors to comply with Arizona Revised Statutes Sections 41-4401 and 23-214.A (regarding verification of citizenship or legal immigrant/worker status), and further specifically acknowledges that non-compliance with these provisions constitutes grounds for termination of this Agreement.

10. **Severability.** The declaration of the invalidity or unenforceability of any provision of this Agreement by a court of competent jurisdiction shall not affect the remaining parts hereof, which remaining parts shall, to the fullest extent allowed by law, continue to bind and obligate the Parties.

11. **Governing Law/Dispute Resolution.** This Agreement shall be construed in accordance with Arizona law, and all proceedings resulting from disputes which cannot be resolved by consultation between the Parties shall be commenced in the Superior Court of Arizona in and for Yavapai County, with the prevailing party being entitled to recover ~~his or~~ its reasonable attorneys' fees.

12. **Merger.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior and/or contemporaneous written and verbal discussions, negotiations, representations and/or agreements.

13. **Modification.** No alteration or modification to the terms of this Agreement shall be effective unless evidenced by a writing executed by both Parties and approved by the Clarkdale Town Council.

14. **Notices.** Notices relating to this Agreement shall be deemed delivered either upon personal delivery or acknowledgement of receipt by the receiving party, or as of the second business day following mailing by United States mail, postage prepaid, addressed as follows, or as otherwise subsequently designated by either party in writing:

    To the Town:

    Town of Clarkdale
    Attn: Town Manager
    PO Box 308
    Clarkdale, AZ 86324

    With a copy to:

    Town Attorney
    Town of Clarkdale
    125 N. Granite St.
    Prescott, AZ 86301

    To the Contractor:

    Mark W. Drutz, Esq.
    Musgrove Drutz Kack & ~~Flack~~Gautreaux, PC
    1135 W. Iron Springs Road
    Prescott, AZ 86305

15. **Cancellation for Conflict of Interest.** This Agreement may be cancelled in accordance with the provisions of Arizona Revised Statutes Section 38-511, which are hereby incorporated into this Agreement as if fully set forth herein.

SIGNATURES:

Town of Clarkdale:

Contractor:

MUSGROVE DRUTZ KACK & ~~FLACK~~GAUTREAUX, PC

_____	_____
Susan Guthrie, Town Manager	Mark Drutz, Managing ~~Partner~~Shareholder
ATTEST:	APPROVED AS TO FORM:
_____	_____
Charity Brooks, Town Clerk	Stephen W. Polk, Town Attorney

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF CLARKDALE, YAVAPAI COUNTY, ARIZONA, AND MUSGROVE DRUTZ KACK & GAUTREAUX, PC

THIS AGREEMENT is effective March 1, 2024, by and between the Town of Clarkdale, an Arizona Municipal Corporation, hereinafter referred to as "Town", and Musgrove Drutz Kack & Gautreaux, PC, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the Town requires the services of an Arizona licensed attorney to advise and represent the Town and its police department in various criminal and civil proceedings in the Clarkdale Magistrate Court, including the prosecution of misdemeanor violations of Arizona law and the enforcement of the Clarkdale Municipal Code and other ordinances of the Town; to advise the police department and code enforcement personnel on matters related to policy, the development and implementation of general orders, proper police practice and procedure, and other related matters; and to represent the Town in administrative proceedings before the Town's Code Enforcement Hearing Officer; and

WHEREAS, Contractor has proposed and is willing to provide the above-described services as an independent contractor on an at-will basis, on terms that are acceptable to both parties;

NOW, THEREFORE, the Parties to this Agreement hereby agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Contractor shall receive, process, and represent the Town in all civil and misdemeanor criminal cases filed by authorized officers of the Town in the Clarkdale Magistrate Court, excepting only such cases as raise a genuine conflict of interest that precludes such representation by Contractor under the Arizona Rules of Professional Conduct as promulgated and amended from time to time by the Arizona Supreme Court. In providing such services, Contractor will exercise its best independent professional judgment, and will report to and consult with the Town Attorney as either he or the Town Attorney deem necessary and appropriate. Without limitation, Contractor shall attend and represent the Town and/or the State of Arizona at all court proceedings as required by the Presiding Magistrate; and represent the State, Town and Clarkdale Police Department in misdemeanor criminal trials, civil traffic hearings, plea negotiations, appeals involving those matters that originated in the Clarkdale Magistrate Court, competency examination and restoration proceedings, and any and all other related proceedings brought in the Clarkdale Magistrate Court and/or in the various Arizona Courts of Record. In addition, Contractor shall advise the Town's police department and civil code enforcement personnel on matters related to policy, the development and implementation of general orders, proper police practice and procedure, and other related matters; and shall advise and represent the Town in administrative proceedings before the Town's Code Enforcement Hearing Officer.

2. **Term of Agreement/Termination.** The initial term of this Agreement shall be March 1, 2024, to February 28, 2025, at which time the contract will terminate unless mutually extended by the parties. This is an at-will agreement and may be terminated by either party for any reason or no reason upon 60 days written notice, or as otherwise agreed to in a writing executed by both Parties. In addition, this Agreement may be terminated by either Party immediately without recourse or penalty of any kind for any reason that would constitute cause for termination.

3. **Compensation.** For its professional services provided hereunder, Contractor shall be compensated at the rate of $2,500 and not to exceed $3,000 per month based upon the percentage of cases as compared to Cottonwood's Town Prosecutor contract (estimated between 17% and 25%) payable monthly upon the submission of an invoice requesting payment and documenting with reasonable specificity the matters handled, professional services provided, and time expended in the period for which compensation is requested. The parties agree that this is an all-inclusive professional fee, and that Contractor shall incur, pay and absorb any and all ordinary and customary travel and office expenses required or associated with providing the services contemplated hereunder, including without limitation commuting to and from the Town to perform the services contemplated hereunder; local and long-distance telephone charges; faxes (incoming and outgoing); computer and internet-access hardware, maintenance and service fees; office supplies; postage and shipping; library materials; professional dues, memberships, and subscriptions; and computer research fees. Notwithstanding the above, Contractor may seek prior authorization from the Town Manager and/or to Town Attorney to incur reasonable and necessary reimbursable expenses in extraordinary cases, such as (but not limited to) the engagement of expert witnesses and consultants; provided, however, that no such obligation or indebtedness may be incurred on the Town's behalf or will be reimbursed by the Town absent prior written approval from either the Town Manager or Town Attorney. Any subsequent increases in the monthly rate paid by the Town shall be approved by the Clarkdale Town Council.

4. **Licensure.** Contractor warrants that its attorneys currently hold and will maintain in good standing at all times during the term of this Agreement, licenses to practice law in the State of Arizona. In addition, during the term of this Agreement, Contractor shall promptly report to the Town Attorney and/or Town Manager any and all formal demands, claims and/or complaints made against it or the professional license of its attorneys on account of professional activities under this Agreement or otherwise.

5. **Indemnification.** To the fullest extent allowed by law, the Parties to this Agreement hereby agree to indemnify each other, their officers, employees, agents, attorneys and representatives from and against any and all claims, actions, losses, damages and expenses (including reasonable attorneys fees) arising from their respective acts and/or omissions in performing their obligations under this Agreement.

6. **Insurance.** Contractor warrants that he currently has, and will maintain throughout the term of this Agreement, a policy of professional liability insurance covering his professional activities and omissions under this Agreement with a minimum coverage limit of $1,000,000.00 per claim and in the aggregate. Such policy of insurance shall be primary, shall name the Town of Clarkdale as an additional insured, and shall provide that the Town shall be entitled to 30 days' prior written notice before any modification or cancellation thereof.

7. **Preservation and Inspection of Records.** Contractor shall either provide to the Town or securely maintain in its offices all records produced in connection with the services performed under this Agreement for a period of 5 years following the termination or expiration of this Agreement. Further, all such records shall be made available for inspection by the Town and/or its auditors at any time during the retention period upon request by the Town.

8. **Assignment/Delegation.** Contractor specifically acknowledges that the duties assigned to Contractor under this Agreement are personal to him, and therefore, he shall not assign or delegate to any third party any right or duty arising under this Agreement without the prior written consent of the Town Attorney, Town Manager, and/or Town Council.

9. **Verification of Immigration Status/E-Verify.** Contractor warrants that it does and will for the duration of this Agreement continue to comply and require its subcontractors to comply with Arizona Revised Statutes Sections 41-4401 and 23-214.A (regarding verification of citizenship or legal immigrant/worker status), and further specifically acknowledges that non-compliance with these provisions constitutes grounds for termination of this Agreement.

10. **Severability.** The declaration of the invalidity or unenforceability of any provision of this Agreement by a court of competent jurisdiction shall not affect the remaining parts hereof, which remaining parts shall, to the fullest extent allowed by law, continue to bind and obligate the Parties.

11. **Governing Law/Dispute Resolution.** This Agreement shall be construed in accordance with Arizona law, and all proceedings resulting from disputes which cannot be resolved by consultation between the Parties shall be commenced in the Superior Court of Arizona in and for Yavapai County, with the prevailing party being entitled to recover its reasonable attorneys' fees.

12. **Merger.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior and/or contemporaneous written and verbal discussions, negotiations, representations and/or agreements.

13. **Modification.** No alteration or modification to the terms of this Agreement shall be effective unless evidenced by a writing executed by both Parties and approved by the Clarkdale Town Council.

14. **Notices.** Notices relating to this Agreement shall be deemed delivered either upon personal delivery or acknowledgement of receipt by the receiving party, or as of the second business day following mailing by United States mail, postage prepaid, addressed as follows, or as otherwise subsequently designated by either party in writing:

    To the Town:

    Town of Clarkdale
    Attn: Town Manager
    PO Box 308
    Clarkdale, AZ 86324

    With a copy to:

    Town Attorney
    Town of Clarkdale
    125 N. Granite St.
    Prescott, AZ 86301

    To the Contractor:

    Mark W. Drutz, Esq.
    Musgrove Drutz Kack & Gautreaux, PC
    1135 W. Iron Springs Road
    Prescott, AZ 86305

15. **Cancellation for Conflict of Interest.** This Agreement may be cancelled in accordance with the provisions of Arizona Revised Statutes Section 38-511, which are hereby incorporated into this Agreement as if fully set forth herein.

SIGNATURES:

Town of Clarkdale:	Contractor:
	MUSGROVE DRUTZ KACK & GAUTREAUX, PC
_____	_____
Susan Guthrie, Town Manager	Mark Drutz, Managing Shareholder
ATTEST:	APPROVED AS TO FORM:
_____	_____
Charity Brooks, Town Clerk	Stephen W. Polk, Town Attorney

Staff Report

Item Number: 6.E.

Agenda Item: **Town Wide Printing and Products Services**
Consider and act upon a Professional Services Agreement with Nick of Time Productions, LLC for Town Wide Printing and Products Services.

Staff Contact: Charity Brooks, Town Clerk

Meeting Date: February 27, 2024

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

- Goal Area 4 - Strengthen and diversify our economy through cultivating a business-friendly climate for business attraction and strategically capitalizing upon tourism.

Background: The Town of Clarkdale issued a Request for Proposal (RFP) seeking proposals from qualified firms (vendors) to provide the Town with various promotional products and printed materials used to communicate with the public, market and promote the Town's operations and activities.

The RFP was published in the Verde Independent on Jan. 13 and Jan. 20, 2024. A non-mandatory pre-submittal conference was held on Jan. 29, 2024. One sealed RFP was received by the deadline of 3 p.m. on Feb. 12, 2024.

The sealed RFP, submitted by Nick of Time Productions, LLC was opened by Charity Brooks, Town Clerk, in the presence of Erin Brand, Finance/HR Specialist. Nick of Time Productions, LLC meets all criteria set forth in the scope of work of the RFP.

Budget Impact: Budget impact will vary based on the services ordered or requested.

Recommendation: Staff recommends that the Council approve the Professional Services Agreement with Nick of Time Productions, LLC for Town Wide Printing and Products Services and authorize the Town Manager and Town Clerk to execute all documents.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CLARKDALE
AND
NICK OF TIME PRODUCTIONS, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of February 27, 2024, between the Town of Clarkdale, an Arizona municipal corporation (the "Town") and Nick of Time Productions, a(n) LLC (the "Contractor").

RECITALS

A. The Town issued a Request for Proposals, Clerk-01 "TOWNWIDE PRINTING PRODUCTS AND PROFESSIONAL SERVICES" (the "RFP"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking proposals from vendors for town wide printing and products services (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 28, 2025 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to

herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The Town shall pay Contractor for the Services at the rates set forth in the Fee Proposal and its accordance with available monetary funds, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The Town shall pay the Contractor based upon project completion, and upon submission and within 30 days of approval of invoices. All invoices shall document and itemize all delivery of products and services provided. Each invoice statement shall include a record of products, services and installation labor in sufficient detail to justify payment.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during the Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or

agent thereof (the Town 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"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. 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.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement 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 Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to, nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to

exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement 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 Town: Town of Clarkdale
PO BOX 308
Clarkdale, AZ 86324
Attn: Susan Guthrie, Town Manager

With copy to: Town of Clarkdale
PO BOX 308
Clarkdale, AZ 86324
Attn: Charity Brooks, Town Clerk
Cc: Stephen Polk, Town Attorney

If to Contractor: _____
_____

Attn:

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 subsection. 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.

13.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of 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 Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, 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 Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. 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 Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain similar goods and services from another source when necessary.

13.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

13.22 Non-Discrimination. Vendor warrants that is complies with any state and federal laws, rules and regulations, which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Vendor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

13.23 Legal Arizona Workers Act Compliance. Vendor is required to comply with the Legal Arizona Workers Compliance Act, A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of its respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Vendor further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. As required by A.R.S. § 44-4401, the Town retains the legal right to inspect the papers of any Vendor employee or subcontract employee performing work under the terms of the Agreement to ensure compliance with the state and federal immigration laws.

13.24 Forced Labor of Ethnic Uyghurs A.R.S. § 35-394. To the extent applicable, Vendor certifies the following:

A. A public entity may not enter into or renew a contract with a company to acquire or dispose of services, supplies, information technology, goods or construction unless the contract includes a written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

3. 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.

B. If a company that has provided a written certification pursuant to subsection A of this section becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the public entity within five business days after becoming aware of the noncompliance. If the company does not provide the public entity with a written certification that the company has remedied the noncompliance within one hundred eighty days after notifying the public entity of the noncompliance, the contract terminates, except that If the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

13.25 Non-appropriation. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the Town to expenditures in excess of funds appropriated and allotted for the purposes outlined in the Agreement.

13.26 Indemnification.

"Indemnification: To the fullest extent permitted by law, Vendor and Owner mutually agree to indemnify and hold harmless each other from all claims,

lawsuits, or legal actions that arise out of, pertain to, or relate to damages, losses, personal injuries, death and property liability resulting from or alleged to result from the errors, omissions, negligence, willful misconduct, or fault of the indemnifying party, its contractors, representatives, agents and employees. In no event shall either party indemnify the other party for the other party's own errors, omissions, negligence, willful misconduct, or fault."

13.27 Mutual Waiver and Limit of Liability.

"Mutual Waiver and Limit of Liability: Owner and Vendor agree that Vendor's and Owner's total liability to each other under this Agreement shall be limited to a maximum of $1,000,000."

13.28 Limitations. Nothing in the Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

13.29 Other Agreements. The Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

13.30 Governing Law; Venue. The Agreement shall be governed by the laws of the State of Arizona. Venue for any dispute arising under or relating to this Agreement shall be Yavapai County, Arizona.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**Town**"

TOWN OF CLARKDALE,
an Arizona municipal corporation

_____
Susan Guthrie, Town Manager

ATTEST:

_____
Charity Brooks, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On _____, 2023, before me personally appeared Susan Guthrie, the Town Manager of the TOWN OF CLARKDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Clarkdale.

_____
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Contractor**"

Nick of Tme Productions ,
a(n) LLC

By: _____

Name: Nick Hunseder

Title: Owner

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2023, before me personally appeared _____ _____, the _____of _____, a(n) _____ _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the _____.

_____
Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CLARKDALE
AND

Nick of Time Productions, LLC.

[Contractor's Proposal]

See following pages.

PRINTING PRODUCTS AND SERVICES PROPOSAL

Nick of Time Productions, LLC
P.O. Box 429
Clarkdale, AZ 86324
nickoftimeproductions.com
928.649.0948

Charity Brooks
RFP Administrator
Town of Clarkdale, Arizona
Solicitation Number: Clerk-01
Solicitation Title: Town wide Printing Products and Services
Release Date: Jan. 13, 2024

After reviewing The Town of Clarkdale Request for Printing and Products Proposal, **Nick of Time Productions, LLC** would like to bid on the project. We have attached a proposal detailing the expertise and services we can offer. Please see, at the end of this proposal, a list of clients we have helped with similar projects. Thank you for the opportunity to work with your organization.

SUMMARY

The Town of Clarkdale is seeking proposals from qualified printing services to produce various creative professionally branded (printed on) materials. Examples of projects include but are not limited to business cards, flyers, banners, pamphlets, writing instruments, signage, and other miscellaneous promotional printing. Some Town representatives may have projects that are considered industry specific, such as police, fire & medical, and public works. The printing services will be used on a per project basis by the Town.

The Town is seeking a contractor willing to extend pricing agreed upon for this Agreement to all Town Representatives and services.

Nick of Time Productions, LLC can manage and consult on this project by offering our expertise, skills, and experience.

REQUEST FOR PROPOSAL SUMMARY

The Town of Clarkdale (the "Town") is issuing this Request for Proposals ("RFP") seeking proposals ("Proposals") from qualified, firms ("Vendors") to provide the Town with various promotional products and printed materials used to support, market, and promote the Town's operations and activities ("Services"). The Services are to be ordered on an as-needed basis. The goal of the Town is to select one or more Vendor(s) to assist the Town with providing consistent appearance and quality for all promotional materials in a timely manner as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference. In accordance with the Town's Procurement Code, the Town will accept sealed Proposals for the Services specified in the Scope of Work.

Nick of Time Productions has reviewed section **A Part 1** of the RFP and understand and will comply unless otherwise noted within this document.

COMPANY INFORMATION

Nick of Time Productions originally started in 1986 in California. We relocated to Arizona in 2004 to enjoy a higher quality of life and the beauty and simplicity of small-town living. We have put down deep roots in Clarkdale, where we are actively involved in our community and the local relationships that make this area such a great place to live. Having worked in the technical and marketing fields for a Fortune 500 company for over 30 years, we have a proven track record of finding the most effective ways of conveying concepts, adhering to schedules, setting plans, working within a budget, and communicating effectively.

Nick of Time Productions is a sole proprietor LLC located in Clarkdale. We work in the greater Verde Valley area, including Clarkdale, Cottonwood, Jerome, Sedona, and Camp Verde.

Our clients include numerous small businesses, individuals, schools, non-profits, and local governments. In 2019 we received the "Silver Innovator Award" from the Sustainability Alliance for our efforts to maintain a sustainable business through energy conservation, recycling & reuse, and other techniques.

VENDOR LICENSING AND REGISTRATION

Nick of Time Productions, LLC is registered in good standing with the Arizona Corporation Commission and authorized to do business in Arizona Our Vendor Information Form is attached.

Our primary place of business is located at 1871 Moonlight Ln., Clarkdale. We have had a valid home occupation license since 2005.

PAYMENT TERMS

Payment in full within 30 days of order.
Payment to be by check or ACH only.

EXPERIENCE & QUALIFICATIONS

As a graphic designer and print product provider with nearly 40 years of experience, I am a print broker that utilizes several large-scale commercial print houses to provide industry-standard products. I match the job requirements to the vendor to ensure best quality and pricing. I inspect all materials for quality before delivery. All design work is done in-house using industry-standard software, and we can work with and/or convert any files provided. All print services are contracted out to the appropriate vendor.

Items we have produced include:
Banners, rack cards, brochures, business cards, post cards, envelopes, labels, matchbooks, window graphics, embroidered clothing, metal signs, plastic signs, advertising flags, and portable banner stands.

REFERENCES

City of Cottonwood
Jak Teel
150 S 6th St., Cottonwood, AZ 86326
928 639-3200
jteel@cottonwoodaz.gov
Large and small format banners, post cards, business cards, web services
Ongoing business, no contract term (began 2015)

Verde Valley Regional Economic Organization
Verde Valley Community Development Organization
Yavapai County Industrial Development Authority
Mary Chicoine
4020 Pine Dr., Rimrock, AZ 86335
928 567-4176
machicoine@msn.com
Brochures, rack cards, business cards, web services
Ongoing business, no contract term (began 2011)

Caduceus Cellars
Brian Sullivan
158 Main St., Jerome, AZ 86331
928 451-4407
brian@caduceuscellars.com
Newsletters, post cards wine tasting cards
Ongoing business, no contract term (began 2012)

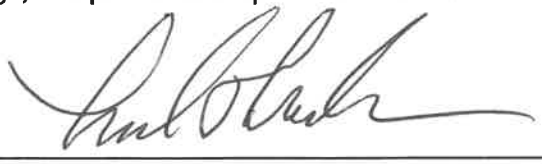
Sedona Food Bank
Catherine Healy-Baiza
30 Inspirational Dr., Sedona, AZ 86336
928 204-2808
sedonafoodbank@gmail.com
Brochures, letterhead, envelopes, business cards
Ongoing business, no contract term (began 2018)

PROPOSED SERVICES

Product Examples	Design Phase (based on complexity)	Printing/Delivery (avg.)
Business Cards	1 day	10-14 days
Banners	1 day	5-7 days
Rack Cards	1-2 days	12-18 days
Brochures	1-4 days	12-18 days

Brand names and prices of custom promotional items (i.e.: clothing, pens, cups, etc.) will be quoted when specific requirements are provided.

By signing below, I hereby acknowledge that I have completely read and understand the Proposal Request from the Town of Clarkdale for **Town-wide Printing Products and Services,** and I certify that, to the best of my knowledge, the provided response information from Nick of Time Productions, LLC is true and accurate.



Date 2.12.24

Nick Hunseder
Owner
Nick of Time Productions, LLC
nick@nickoftimeproductions.com
928.649.0948

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CLARKDALE
AND

Nick of Time Productions, LLC (Referred to as NOTP)

[Scope of Work]

See following pages

SCOPE OF WORK

Town-wide Printing Products and Services Clerk-01

Introduction. The Town is seeking one or more Contractors to provide a wide array of Clarkdale printed and imprinted items. The Contractor will be responsible for providing various creative, professionally printed materials on an as-needed basis. Contractor will provide one or more of the product type categories and will provide products in varying quantities. These items may include but are not limited to: promotional banners and pamphlets, business cards, flyers, magnets, photography services, writing instruments, and other industry specific specialty items. These items may incorporate multiple variations of artwork depending on the use.

Background Information.

In 2022, the Town of Clarkdale embarked on a tourism marketing campaign and adopted the Clarkdale tagline "the Gem of Arizona" and the new river to rails logo. The Town's effort to market and sustain its brand consistently reinforces expectations and improves the overall stakeholder experience. For printed products, the consistency of brand is expressed via use of the Town's tourism logo, brand standards, and Town seal on printed materials, including promotional products.

1. Objective. Professionally branded printed goods support a positive and professional image of the Town. These items will be produced for public consumption as well as internal use. Contracted vendors will collaborate with department representatives regarding product selection, availability, budget, timeline, and any specific needs as it pertains to the production of Clarkdale branded printed items. These needs will vary and may be industry-specific in nature. *NOTP: Read and understood.*

2. Town Responsibilities. *NOTP: Read and understood section 2.*

Town shall be responsible for the following:

2.1 Town shall assign a Town Representative(s). All communications relating to the project Services shall be exchanged between the Town Representative and the Contractor.

2.2 Incoming Quality Inspection: Delivery of completed jobs will be subject to inspection and approval by the ordering Town department. The Town reserves the right to reject or refuse acceptance of products that do not meet quality standards. Town Representative will immediately notify the Contractor of any service deficiencies including, but not limited to (i) failure to perform services within the agreed upon time frame, (ii) materials delivered in damaged condition, (iii) unacceptable color variation or (iv) wrong final count. Rejected work shall be at the expense of the Contractor(s).

3. Contractor Requirements: *NOTP: Read and understood section 3.*
Contractor shall be required to provide, at a minimum, the following materials and Services:

3.1 Contractor shall supply all supplies and equipment necessary for the performance and prompt execution and delivery of Services.

3.2 Contractor shall supply professionally branded printed products such as, but not limited to: writing instruments, drinkware, hats and apparel, trophies and awards, toys, packaged candy, letterhead, business cards, banners, signs, photography, photo printing and other industry specific specialty items.

3.3 Contractor shall be responsible for providing all labor, equipment, material and consumables necessary to produce printed items.

3.4 Product quality is to meet the highest industry standards in terms of readability, functionality and overall appearance. Acceptable quality is solely determined by the individual Town Representative.

3.5 Proofs are required and are subject to Town approval before print production commences. Corrections or product changes may be made up until the final stages of the production of materials. Unfortunately, these changes or corrections are often beyond the control of Town Representative. The Town will endeavor to ensure that changes are kept to a minimum, and/or sufficient notice is given to the Contractor when changes are necessary. These changes or corrections may include, but are not limited to, substitution due to lack of specific product availability, additional/changed text, graphics, sizing or changes in materials.

A. New proofs shall be submitted to the Town for final approval if corrections are required. In most cases, a soft proof (pdf) will suffice.

B. No claims for extra work shall be entertained, and any additional work on behalf of the Contractor shall be authorized in writing prior to commencement of the work.

C. Should the Contractor require more information or clarification on any project, it shall be obtained prior to the submission of the proposed proofs.

D. Any change in production that results in additional charges to the Town shall be discussed and accompanied with an email authorization, by a duly authorized employee of the Town of Clarkdale ("Town Representative") prior to the commencement of the change. No invoices for additional charges shall be accepted without written authorization.

3.6 Logos. Only the Clarkdale approved logos will be utilized throughout the Town. Some printed items may be theme-specific with the brand incorporated into the overall design. Other than legal requirements the name of the Contractor will not be utilized.

3.7 Any designs, drawings, pictures, raw working files, etc. provided by the Town department for use in production of printed material involves property rights of the Town and shall be held confidential by the Contractor(s).

3.8 Contractor shall provide Town Representative or designee with a PDF file of the final approved project as requested for any design project not handled in-house by Town.

3.9 All packages, boxes, and cartons shall be labeled as to contents, purchase order number, job order number, quantity and ordering department name. Packing lists shall be included with each order, and packages shall be signed for by a Town Representative

3.10 All work completed will be subject to inspection and approval by the ordering Town Representative. The Town reserves the right to reject and refuse acceptance of final products due to; missed deadlines, product failure, manufacturing quality that falls below industry standards, imprint/customization readability, functionality, or overall appearance. Rejected work shall be at the expense of the Contractor(s).

3.11 The Town requires Contractor(s) to have the capability to receive compatible graphics via electronic files (email, internet, flash drive). The Town generally uses Microsoft Office and Adobe products and Contractors shall be able to produce copies from all MS Office and Adobe file formats.

3.12 Delivery locations include, but are not limited to, any Town of Clarkdale facility or business partner. The Town shall designate the appropriate mail house or distributer at time of order. The following is a list of Town facilities, which may be supplemented or amended:

Facility	Delivery Address	City, State, Zip Code
Town Hall	39 N. Ninth St.	Clarkdale, AZ 86324
Community Development	890 Main Street	Clarkdale, AZ 86324
Public Works	890 Main Street	Clarkdale, AZ 86324
Police Department	49 N. Ninth St.	Clarkdale, AZ 86324
Clark Memorial Clubhouse	19 N. Ninth St.	Clarkdale, AZ 86324

The above is not an exhaustive list of project delivery locations required by the Town. All delivery information shall be provided at the time of order and may vary by project.

If the Contractor determines that it is unable to deliver the project on the date agreed upon at the time of the order, a designated member of the Town staff shall be notified within 72 hours prior to the anticipated delivery date of the order.

3.13 Product and customization pricing must be all-inclusive. Pricing must include all set-up fees, delivery/shipping, and rush charges, if applicable. If rush fees or delivery will be charged, the Contractor must specify in the Fee Proposal how the fees will be calculated. Final payment shall not be authorized until all materials are received, inspected, and approved by the requesting Town Representative.

3.14 Promotional Product Estimates. The printing project specifications included in to Exhibit C. Fee Proposal, Section I. Printing Estimates of the RFP, are provided as a guide for each print project most often requested by the Town. The Town reserves the right to change project specifications as needed to meet changing informational and artistic needs.

4.0 Product Ordering Tools and Guidance. *NOTP: Read and understood section 4.*

4.1 Maintain Town logo for quick and frequent re-orders (i.e.: pens and apparel).

5.0 General Pricing Requirements. *NOTP: Read and understood section 5.*

5.1 Unit Prices for the Core Listed Items shall be fixed for the initial one (1) year term of the resultant contract. No substitution will be allowed on Core List Items unless a letter of notification is provided from the product Manufacturer. No price increases will be accepted without written request issued by Contractor accompanied with appropriate, acceptable substantiated written documentation and written acceptance and approval of price increase by Town. Price increase requests (including notification of new catalog prices) shall be submitted no less than 30-days in advance of the Contract Renewal Date. Price reductions may be issued at any time. Any price adjustments shall be mutually agreed upon by Town and Contractor. The Contractor shall be responsible for notifying cooperative use agencies utilizing the contract of any price increases approved by the Town.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CLARKDALE
AND

Nick of Time Productions, LLC.

[Fee Proposal]

See following page.

	PRICING FOR TOWN OF CLARKDALE - 2/12/2024		
	PROVIDED BY NICK OF TIME PRODUCTIONS, LLC		
	Core List Items Promotional Products		
	ITEM	Quantity	PRICE
1.	Banner, 5' x 3' - Standard vinyl, grommets at each corner and every 2', hemmed		
		1	$ 45.00
		2	$ 90.00
2.	Banner, 8' x 3' - Standard vinyl, grommets at each corner and every 2', hemmed, wind slits		
		1	$ 52.00
		2	$ 104.00
3.	Tri-Fold Color Brochure, 100# gloss book paper, 8.5" x 11"		
		500	$ 180.00
		1000	$ 214.00
		2500	$ 352.00
4.	Business cards with Town logo, 14 pt gloss stock, gloss/matte finish		
		500	$ 45.00
		1000	$ 55.00
5.	Envelopes with window and Town logo, #10 70# stock		
		500	$ 125.00
		1000	$ 195.00
		2000	$ 385.00
6.	Envelopes without window and Town logo, #10 70# stock		
		500	$ 125.00
		1000	$ 195.00
		2000	$ 385.00
7.	Rack cards, 4"x9", color 14 pt gloss/matte		
		500	$ 110.00
		1000	$ 135.00
8.	Photography services		
	Per hour, includes retouching		$ 75.00
	Digital file for client use		included
	8"x10" print	1	$ 20.00

Due to the customization options available for our clothing and promotional products, we are unable to provide proposal pricing at this stage. Instead, we are committed to collaborating with you to generate an accurate quote once the following details have been clarified:

- Artwork Concept: Please have an initial idea of the artwork you plan to use, its placement, and the preferred service (print, embroidery, etc.). While it doesn't need to be finalized, the more precise your information, the more accurate your quote will be.
- Quantity: Determine the total quantity of items you intend to order. This allows us to offer the best possible bulk discount for your order.
- Variations: Specify the number of different sizes, colors, or other variables you require.
- Delivery Deadline: Provide the date by which you need your items. In some instances, rush production or expedited shipping may be necessary to ensure timely delivery. It is advantageous for us to know this information in advance to expedite the quoting process and accommodate any rush production needs.

Date 2/12/24

Nick Hunseder

	PRICING FOR TOWN OF CLARKDALE - 2/12/2024		
	PROVIDED BY NICK OF TIME PRODUCTIONS, LLC		
	Core List Items Promotional Products		
	ITEM	Quantity	PRICE
1.	Banner, 5' x 3' - Standard vinyl, grommets at each corner and every 2', hemmed		
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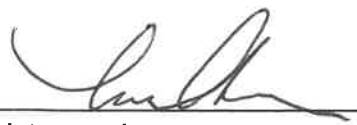

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Date 2/12/24

Nick Hunseder

Appendix A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CLARKDALE
AND

Nick of Time Productions, LLC.

[Vendor Information Form]

See following page.

PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Nick of Time Productions	26-4112272
VENDOR SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
Nick Hunseder, Owner	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
PO Box 429	928 649-0948
ADDRESS	TELEPHONE FAX #
Clarkdale AZ 86324	02/01/2024
CITY STATE ZIP	DATE
WEB SITE: nickoftimeproductions.com	E-MAIL ADDRESS: nick@nickoftimeproductions.com

ARIZONA CORPORATION COMMISSION FILE NO. L15022685

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

Appendix B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CLARKDALE
AND

Nick of Time Productions, LLC.

[Vendor Business License]

See following page.

TOWN OF CLARKDALE

COMMUNITY DEVELOPMENT DEPARTMENT
P.O. BOX 308
CLARKDALE, AZ 86324

July 6, 2023

NICK OF TIME PRODUCTIONS LLC
PO BOX 429
CLARKDALE AZ 86324

Account # 01237

Your Business License for the period July 1, 2023 - June 30, 2024 is attached.

Town of Clarkdale

License # 01237

Yavapai County, Arizona
2023 - 2024 Business License
This is to certify
NICK OF TIME PRODUCTIONS LLC

Is licensed to conduct business within the corporate limits of the
TOWN OF CLARKDALE, ARIZONA
From July 2023 – June 2024
Clarkdale Town Code
Section 8-3-1 through 8-3-14

7/01/2023
Issue Date

Charity Brooks
Town Clerk

TOWN OF CLARKDALE

REQUEST FOR PROPOSALS

ADDENDUM

TOWNWIDE PRINTING PRODUCTS AND SERVICES

RFP # CLERK -01

This provides information from the non-mandatary Pre-Submittal meeting held on Jan. 29, 2024, at 9 a.m. in the Clark Memorial Clubhouse, in Clarkdale, AZ.

1. Wind 'slits' are not required in 5ft x 3ft banners.
2. Quote for core list items shall include rack cards, envelopes without a window and clothing/embroidered items.

By signing below, I hereby acknowledge that I have completely read and understand the Addendum from the Town of Clarkdale for **Town-wide Printing Products and Services.**.

Date 2/12/24

Nick Hunseder
Owner
Nick of Time Productions, LLC
nick@nickoftimeproductions.com
928.649.0948

Staff Report

Item Number: 7.A.

Agenda Item: **Town of Clarkdale Marketing Update**
Presentation only to provide the Council with an update on the 2023-2024 marketing campaign with Dog Cat Mouse Media for content creation and branding guidance.

Staff Contact: Chell Smart, Public Information Officer

Meeting Date: February 27, 2024

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

- Goal Area 4 - Strengthen and diversify our economy through cultivating a business-friendly climate for business attraction and strategically capitalizing upon tourism.

Background: The Town of Clarkdale launched a marketing initiative in July of 2022, including formation of a Marketing Working Group and contracting with Dog Cat Mouse Media for content creation and branding guidance. The Marketing Working Group selected Dog Cat Mouse Media unanimously to oversee Clarkdale's tourism efforts based on their reputation and the merit of their proposal. Dog Cat Mouse Media's contract was renewed for the July 2023 – June 2024 period.

The objective of the marketing initiative is to enhance awareness of Clarkdale as a destination for responsible tourism, increase revenue for local businesses, and to generate sales and hotel tax revenue.

Some deliverables of the initiative include:

- Creation of the Marketing Branding Guide;
- Development of Clarkdale's tourism trifold brochure;
- Development of marketing templates for future use;
- Commission of high resolution photography for perpetual Town use,
- Design and maintenance of the Experience Clarkdale website;
- Graphic design for all Arizona Office of Tourism advertising as well as other collateral pieces;
- Creation of a marketing plan;
- Social media postings, and monthly tourism newsletters and blogs;

- Increased collaboration with local businesses by involving them in the Marketing Working Group;
- And, generation of quarterly marketing reports.

Budget Impact: 01-5-2300-9250 Tourism/Marketing $40,000. The Town participates in the Arizona Office of Tourism (AOT) 50/50 Cooperative Program which matches dollar-for-dollar ad spending. This fiscal year, Clarkdale is committed to spending $16,042.50 with the AOT Program, who will match the same amount. The Arizona Office of Tourism has offered to support half of the current Dog Cat Mouse contracted fees, including $19,000 supported by the Town, and another $19,000 matched by the Arizona Office of Tourism program.

Recommendation: Presentation only. No recommendation.

Staff Report

Item Number: 7.B.

Agenda Item: **Patio Park Revitalization Strategy**
Discuss, consider and act upon Resolution #1709 regarding the Patio Park Revitalization Strategy and authorizing the Town Manager to take all actions necessary to implement the Strategy.

Staff Contact: Ruth Mayday, Community Development Director

Meeting Date: February 27, 2024

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

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

Background: Approximately $50,000 of the $406,016 awarded to the Town of Clarkdale in Community Development Block Grant Funds (CDBG) in 2022 were earmarked for the development of a revitalization strategy for the Patio Park neighborhood. Martina Kuehl, Kuehl Enterprises, was retained to develop the Strategy.

The Patio Park Revitalization Strategy was made available for review and comment on the Town's website, and the consultant held an open house on Feb. 13, 2024, to provide additional opportunities for public input. Approximately ten (10) residents and property owners attended the Open House; both the consultant and staff met with each one to ensure all comments were captured.

Those comments and suggestions have now been incorporated into the final draft of the Patio Park Revitalization Strategy. Acceptance and adoption of the Strategy by the Town Council will provide a framework for assisting the residents of the neighborhood with issues related to safe, affordable housing and infrastructure improvements, among other things.

Budget Impact: Budget impact is limited to the $50,000 allocation from the 2022 CDBG award.

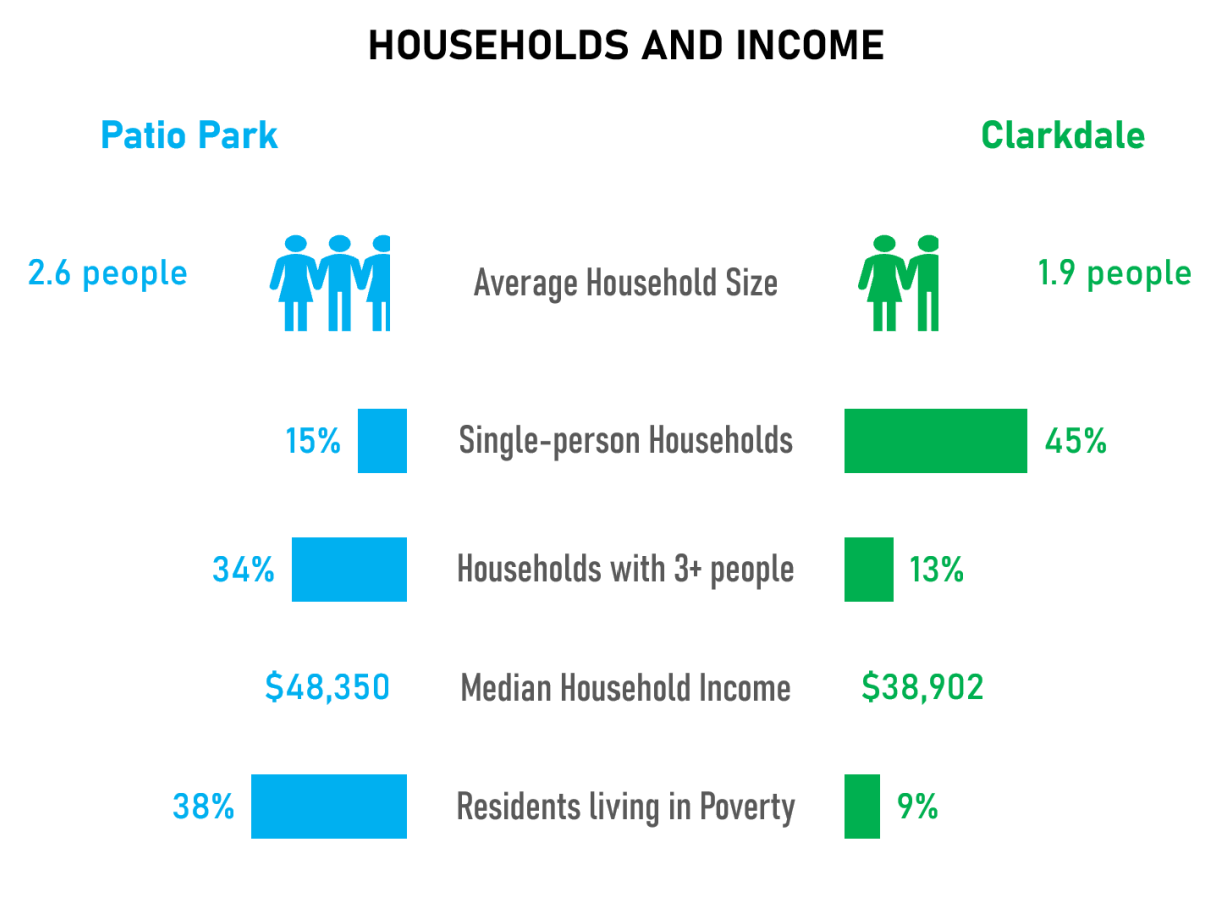
Recommendation: Staff recommends that the Council approve Resolution #1709, adopting the Patio Park Revitalization Strategy, and authorize the Town Manager to take all actions necessary to implement the Strategy.

Patio Park Neighborhood Revitalization Strategy

Town of Clarkdale Town Council Meeting

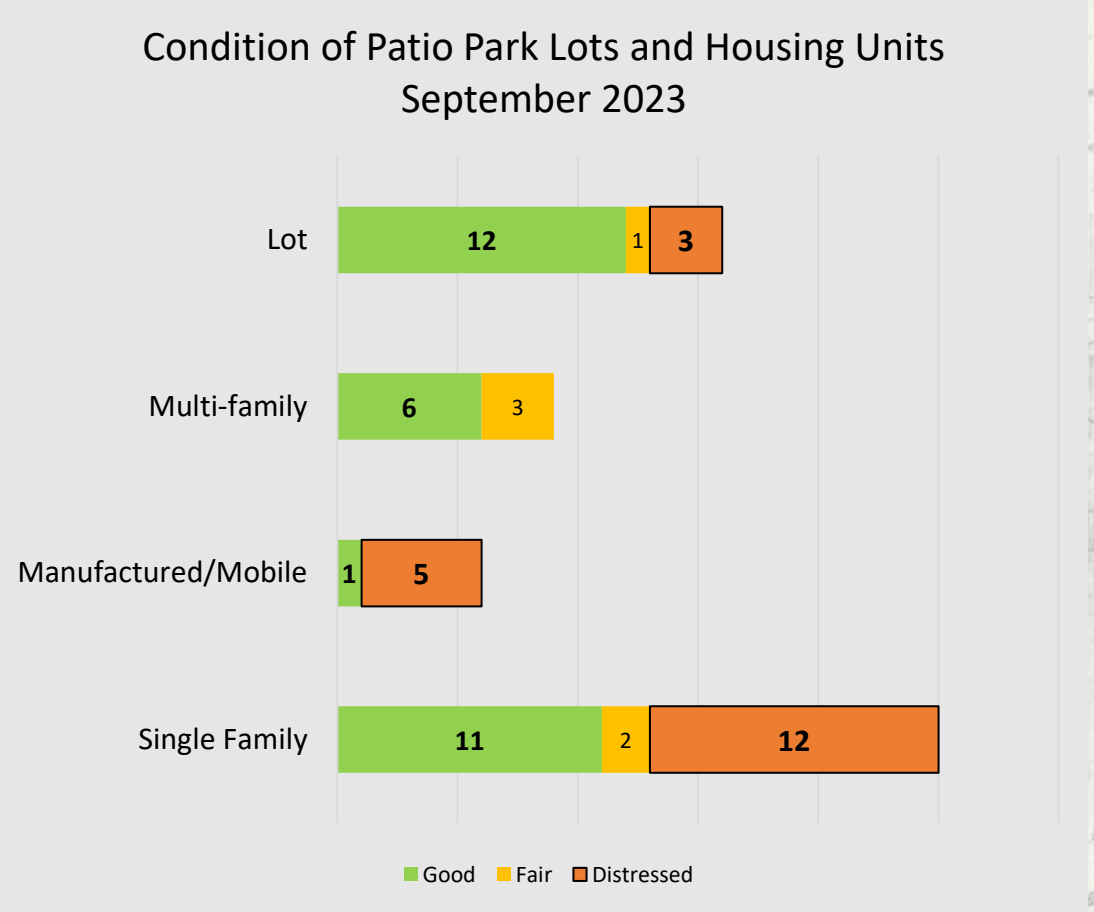
February 27, 2024

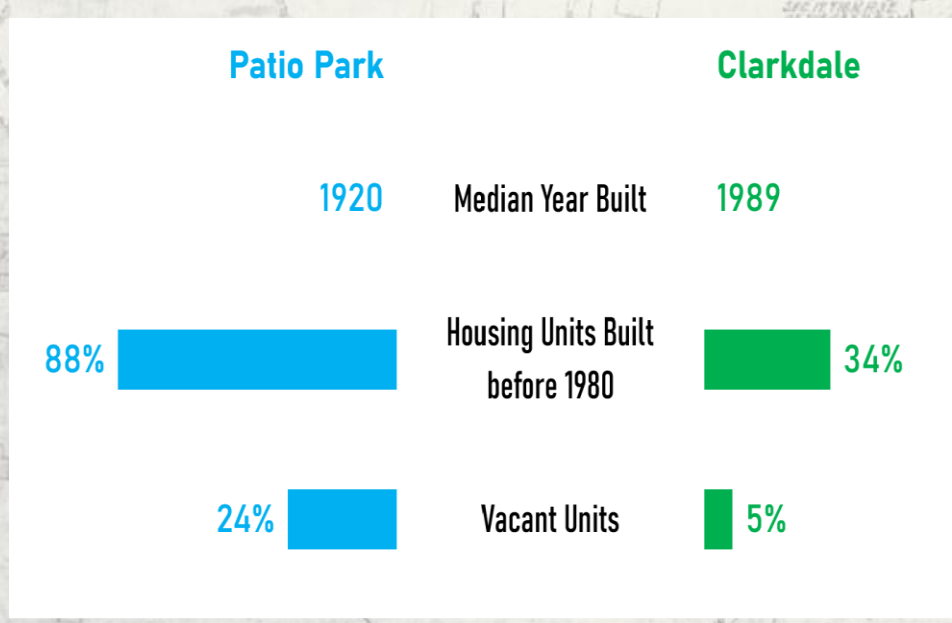
Patio Park Conditions



- Approximately 100 residents
- Larger households
  - Multiple wage earners
  - Higher median income
- 4 x more likely to live in poverty

Housing Conditions





Assets & Challenges

ASSETS

- ✓ Potential for resident-involved activities
- ✓ Quiet
- ✓ No/low crime
- ✓ Dark skies
- ✓ Caballero Park
- ✓ Long-time residents
- ✓ Proximity to downtown and to Verde River
- ✓ One of the oldest platted subdivisions in Arizona
- ✓ Reasonably priced homes and land
- ✓ High share of households likely eligible for assistance programs
- ✓ Opportunity for housing stock enhancements
- ✓ Vacant developable land

CHALLENGES

- ✓ Absentee property owners
- ✓ Aging infrastructure
- ✓ Soils contamination
- ✓ Dead end roads
- ✓ Lack of sidewalks and bike paths
- ✓ Limited connection with other parts of Clarkdale
- ✓ One-lane bridge
- ✓ Road improvements
- ✓ Rail proximity and train noise
- ✓ Feral cats
- ✓ Distressed housing and structures
- ✓ Aging population and few children
- ✓ Distance to grocery store
- ✓ No direct Verde River access
- ✓ Aging infrastructure
- ✓ Utility lines in front yards

Focus Area 1: Clean and Safe Environment

- Resident and property owner education
  - Property maintenance codes, contaminated soil remediation, feral cats
  - Non-citation code sweep
  - Notice of potential citable offense(s) and enforcement actions
    - Date of next neighborhood cleanup
- Annual neighborhood cleanup
- Apply Uniform Code for Abatement of Dangerous Buildings
  - Encourage demolition of dilapidated and uninhabitable structures not suitable for rehabilitation
- Explore partnerships with local animal groups and veterinarians for trap-neuter release program
- Incorporate multi-modal resident-safe improvements into bridge & roadway improvements
  - Pedestrian & bike paths
  - Night-sky and street-scale lighting
  - Traffic-calming devices

Focus Area 2: Neighborhood Identity

- Buffer residential uses from adjacent non-residential uses
  - Consistent techniques
  - Fencing, plantings, other barriers
  - Higher-density & live-work space along Broadway
- Consistent coordinated public spaces and historic elements
  - Color palette
  - Menu of historic design elements
  - Historical marker upgrade
- Resident connections with each other and Clarkdale
  - Block or neighborhood party
  - Participation in coordinated public spaces and historic elements
  - Neighborhood identity program

Focus Area 3: Land Use & Development Regulation

- Examine appropriate land use and development regulation incentives and opportunities
  - To support revitalization
  - Mixed-use, overlay, infill incentive, accessory and attached unit incentives
- Implement selected land use and development incentives

Mixed-Use Structures

Focus Area 4: Housing Stock Enhancement

- Owner-occupied housing rehabilitation and replacement program.
- Resources for rental property rehabilitation.
- Encourage housing variety
  - Prioritize homeownership opportunities for workforce
  - Establish relationships with nonprofit and private sector developers
- Facilitate higher-density development through regulation and incentives
  - Focus on affordable and workforce housing, including live-work

Higher-density development

Resources and Potential Resources

- Staff time
- Private and guaranteed financing
  - Project-by-project
- Employers
- Nonprofit organizations
- AZ Department of Housing
  - CDBG
  - HOME
  - Local jurisdiction planning
- Freeport McMoRan Foundation and other philanthropic
  - Neighborhood cleanups and events, education

Patio Park Neighborhood Revitalization Strategy

Questions??

RESOLUTION #1709

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA, APPROVING AND ADOPTING THE PATIO PARK REVITALIZATION STRATEGY

WHEREAS, the Town of Clarkdale recognizes the need to assist certain neighborhoods in the Town with revitalization efforts; and

WHEREAS, The Patio Park neighborhood is in need of assistance with the provision of safe and affordable housing, improvements to infrastructure, and assistance with property maintenance; and

WHEREAS, The Patio Park Revitalization Strategy sets forth policies, procedures, and actions to achieve its goals; and

WHEREAS, The Patio Park Revitalization Strategy meets the requirements of the Arizona Department of Housing (ADOH) for revitalization plans and strategies, and adoption of the Strategy will enable the Town to apply for and receive additional funding for revitalization efforts;

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

SECTION 1: That the Town Council of the Town of Clarkdale hereby approves and adopts the Patio Park Revitalization Strategy as its strategy for addressing the needs of the neighborhood and authorizes the Town Manager to take all actions necessary to implement the Strategy.

SECTION 2: This resolution shall take effect immediately upon its passage and approval.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL of the Town of Clarkdale on this 27 day of February 2024.

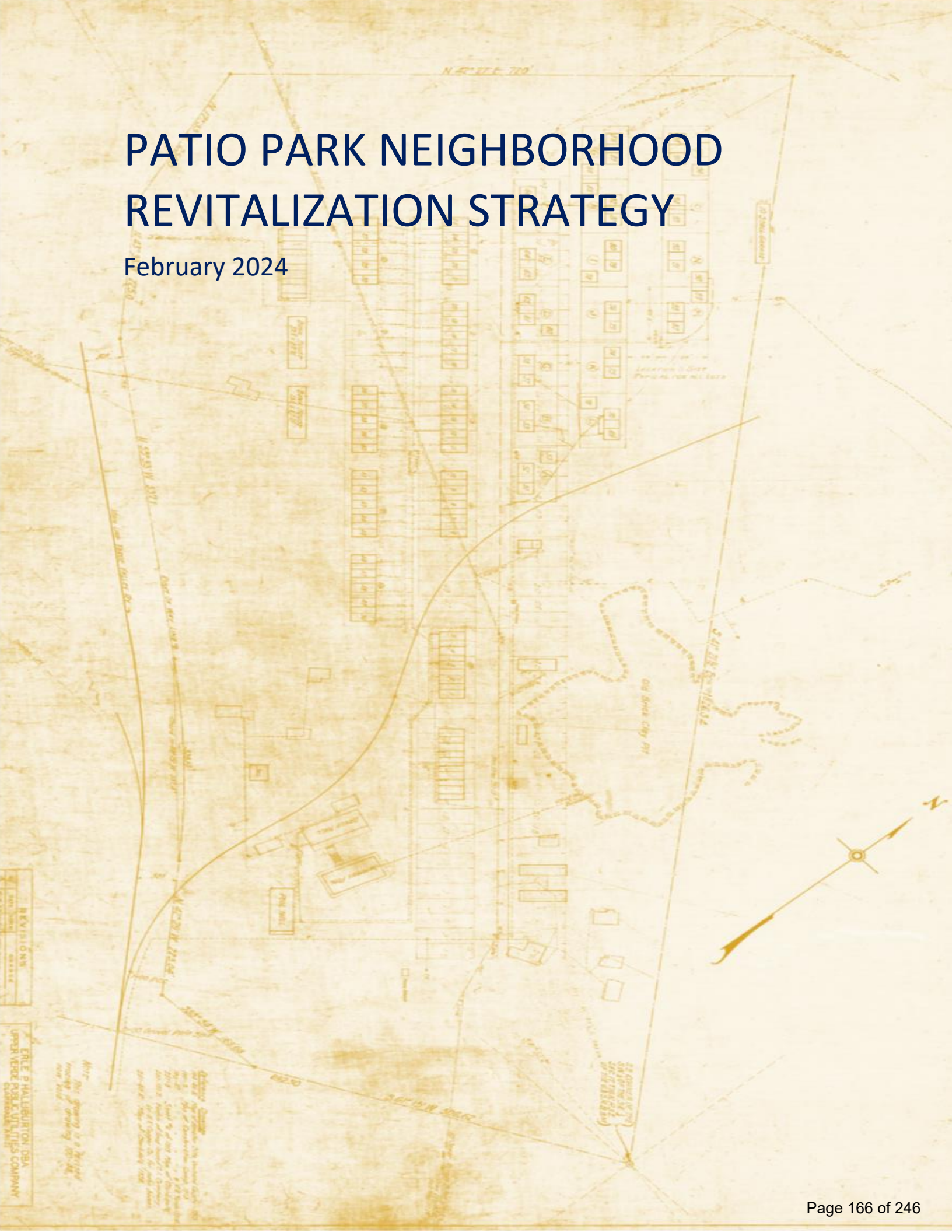
ATTEST:

_____ _____

Robyn Prud'homme-Bauer, Mayor Charity Brooks, Town Clerk

PATIO PARK NEIGHBORHOOD REVITALIZATION STRATEGY

February 2024



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INTRODUCTION AND OVERVIEW

Strategy Purpose

The Patio Park Neighborhood Revitalization Strategy establishes goals for improving and maintaining the unique character of this historic Clarkdale neighborhood. This document identifies projects for both near-term and long-term implementation, with a primary focus on community and resident health and safety.

Strategy Development

Development of this strategy was funded with Community Development Block Grant (CDBG) program funding received by the Town of Clarkdale from the Arizona Department of Housing. The primary objective of the CDBG Program is the development of viable communities through decent housing, a suitable living environment, and economic opportunities, principally for low- and moderate-income people.

The process for developing the Patio Park Neighborhood Revitalization Strategy included outreach to residents, analysis of data, and discussions with stakeholders to identify potential partners in revitalizing the neighborhood. Residents and property owners were offered multiple opportunities to share their views of the neighborhood, including what they most like and what they would most like to see improved. Outreach included door hangers with links to a resident survey, a coloring paper, and crayons for residents young and older to draw pictures of what they most appreciate about the neighborhood, an email address for resident photos, and newsletters requesting input.

The neighborhood includes Caballero Park, which was improved using CDBG funds around the same time as strategy development. Several residents attended the groundbreaking ceremony and shared their views. Door-to-door outreach was also conducted on the same day as the groundbreaking.

Public comments regarding this strategy were accepted from January 12, 2024 through February 13, 2024. Additional comments were accepted during an open house conducted on February 13, 2024. Public comments are summarized in Appendix A and incorporated into this strategy where appropriate.

Guiding Documents and Related Plans

The Town of Clarkdale 2021 General Plan is the primary guiding document for all other plans encompassing Clarkdale. In addition to the 2021 General Plan, the Bitter Creek Industrial Focus Area Plan guides development adjacent to Patio Park, and the Verde Valley Housing Study and Needs Assessment discusses housing needs and possible actions that might be taken by Verde Valley municipalities. The Town Council strategic plan provides vision and mission guidance.

Town of Clarkdale 2021 General Plan

This revitalization strategy captures and builds upon multiple policies, goals, and actions of the General Plan related to affordable workforce housing, development opportunities for cost-efficient forms of housing, and elimination of substandard housing units, including:

> *We envision a Clarkdale that foresees growth and development complementary to its history and strives to create a community that is inclusive and sustainable, both economically and environmentally.*
>
> Town of Clarkdale 2021 General Plan Vision

General Plan Policy H-1A: Encourage development of affordable workforce housing in Clarkdale.

Action 1: Provide density bonuses for projects that dedicate dwelling units to workforce housing.

Action 2: Partner developers with financing resources for affordable housing.

Action 3: Facilitate development of housing in conjunction with major employers.

General Plan Policy H-1B: Provide development opportunities for cost-efficient forms of housing such as Tiny Homes, modular construction, manufactured housing, condominiums, multigenerational housing, and single family attached dwelling units.

Action 1: Support the use of Planned Area Developments (PADs) to encourage innovative design in development of affordable housing.

Action 2: Examine the practicalities of creating a housing trust, housing development authority, or other entity to encourage affordable ownership options.

General Plan Guiding Principle H-2: Enforce Property Maintenance codes to ensure the provision of safe housing and neighborhoods for all.

Goal H-2A: Eliminate substandard housing units throughout Clarkdale.

General Plan Policy H-2A: Enforce residential property maintenance codes.

Action 1: Actively apply the International Property Maintenance Code and Uniform Code for the Abatement of Dangerous Buildings to derelict and dangerous residential structures.

Objective: Ensure rental properties are maintained in a clean and safe condition.

Action 2: Implement a Neighborhood Clean-Up program to encourage compliance with property maintenance codes.

Objective: Prioritize low to moderate income neighborhoods where fees associated with disposal costs are a barrier to compliance.

Bitter Creek Industrial Focus Area Plan

The Bitter Creek Industrial Focus Area Plan was approved by Town Council in April 2017. The goal of the plan is to provide a variety of innovative economic expansion opportunities that encourage partnerships focusing on sustainable industrial development. The Bitter Creek Industrial Area is adjacent to Patio Park. Implementation objectives of the plan include the following activities that may impact Patio Park:

- New 8-inch water line along Luke Lane.
- Wireless facility.
- Vineyards.
- Wetlands construction.
- Road infrastructure, including a second bridge crossing over Bitter Creek parallel to the existing historic Bitter Creek Bridge.
- Trails and viewing platforms.
- Industrial complex.
- Workforce housing.
- Public Park.

The Bitter Creek Industrial Focus Area Plan identified multiple challenges that apply to the Patio Park neighborhood:

- Possible residual contamination from smelter operations.
- Aging infrastructure.
- Water and wastewater infrastructure.
- Workforce housing.
- Funding for capital improvements.

Town Council Strategic Plan

The Town Council annually revisits the vision, mission, and values of the Town in coordination with staff. Along with revisiting these core elements of the strategic plan, Council adopts an annual plan that is continually assessed to ensure it remains relevant and that emerging opportunities are identified and addressed. The 2022-2024 Strategic Plan includes the development of the Patio Park Revitalization Strategy with the intent of securing additional Community Development Block Grant resources. The plan also includes the following relevant goals:

1. Preserve and celebrate Clarkdale's unique, complex history.
2. Enhance the quality of life for residents, businesses, and visitors to Clarkdale.
3. Enhance the quality and availability of parks, recreation, and cultural opportunities.
4. Strengthen and diversify the economy through cultivating a business-friendly climate for business attraction and strategically capitalizing upon tourism.
5. Plan for the maintenance and growth of quality infrastructure that is sustainable and resilient.

Verde Valley Housing Study and Needs Assessment

The Verde Valley Housing Study and Needs Assessment identified existing conditions and assessed where "gaps" existed in the housing supply relative to demand by households at various income levels using 2019 data. Increasing housing costs continue to mean that many households pay too much for housing, with the most severe problems faced by very low-income service workers. Housing affordability also continues to impact other workforce members, including public safety, school teachers, and medical support personnel.

HISTORY

Developed between 1913 - 1930, Clarkdale is considered one of the first planned communities. The town was founded by William Andrews Clark, the sole owner and operator of United Verde Copper Company (UVCC). Clark purchased over 1,200 acres of land in the Verde Valley and developed the UVCC smelter on the northernmost edge of Clarkdale.

Clark's vision for the town was a simple one: have the "upper members" of the community located in the scenic part and the smelter workers as close as possible to the field. The "upper' members were divided even further, with Main Street acting as a physical separation marker running from east to west.

Upper Town and Lower Town interacted through the municipal core, which contained Clarkdale's second post office, civic and administrative buildings, three churches and the high school. The municipal complex along Main Street is what set the stylistic decorum around Clarkdale, which was Spanish Colonial Revival characterized by tan brick walls, red-tile roofs, and arcades. Clark Memorial Clubhouse and Memorial Library (1926–1927) and the Clarkdale High School (1927–1928) best express this style.

With socioeconomic development and racial segregation acting as a catalyst, Clarkdale was developed into three distinct areas with unique characteristics:

1. Upper Town/Clarkdale West. Upper Town was developed between 1914-1930s and was intended for UVCC executives, engineers, and town merchants. Their houses ranged in style from Arts and Crafts to English Tudor Style and each family had a regionally well-known architect work on their home. They had cement sidewalks and fenced-in yards with ample lot space (32 by 120 ft), unlike any other place in Clarkdale. It is unclear how many residents of Upper Town were forced to leave when Phelps Dodge took over town ownership in 1935.

2. Lower Town/Clarkdale East. Lower Town was the first area to be fully developed in Clarkdale between 1913-1916. It was originally intended as the workers' area and was ultimately inhabited by smelter's mechanics, clerks, and general laborers. Most of the families that made up Lower Town were Canadian, Asian, and European, with only four Mexican-American families on record.

   Lower Town had a Mission Revival elementary school with an adjacent baseball field, one tan-brick commercial building, and three streets of subsidized housing near Bitter Creek. These houses were built in Classic Revival style, had one-story with rectangular footprints, and only had variation between small single-family housing, large single-family housing, and

duplexes. The streets lacked sidewalks, the yards were unfenced, and the lots were 30 by 90 feet.

In 1917, Clark hired a Los Angeles based designer to create a row of Spanish Colonial and Pueblo Revival stucco-covered bungalows. The same architect later designed three one-story, sixteen-room, reinforced concrete boarding houses for single workers. Most of the houses and buildings in Lower Town were abandoned after the smelter shut down.

3. Patio Town. Patio Town was the first residential area built in Clarkdale in 1912. Rather than fully formed houses, the workers lived in temporary frame houses made of wood and other low-quality materials. A fire in 1914 destroyed all the buildings except the old jail and Loftus Pool Hall. After the fire, the buildings were upgraded to include brick over wood to prevent future fires. From 1916-1929, Patio Town was developed into the following areas:

    - *1916*: Using the old brick buildings originally intended for facilities, the first 10 apartments were transformed into brick building units that held 5 apartments each, separated by patios.
    - *1919*: Another 24 duplexes were made of poured concrete and covered in stucco.
    - *1928*: Two additional 5-unit patio apartment buildings were made of hollow blocks. Areas that had wood-frame houses with either shiplap siding or board-and-batten finishes indicated areas not allowed for dwellings.

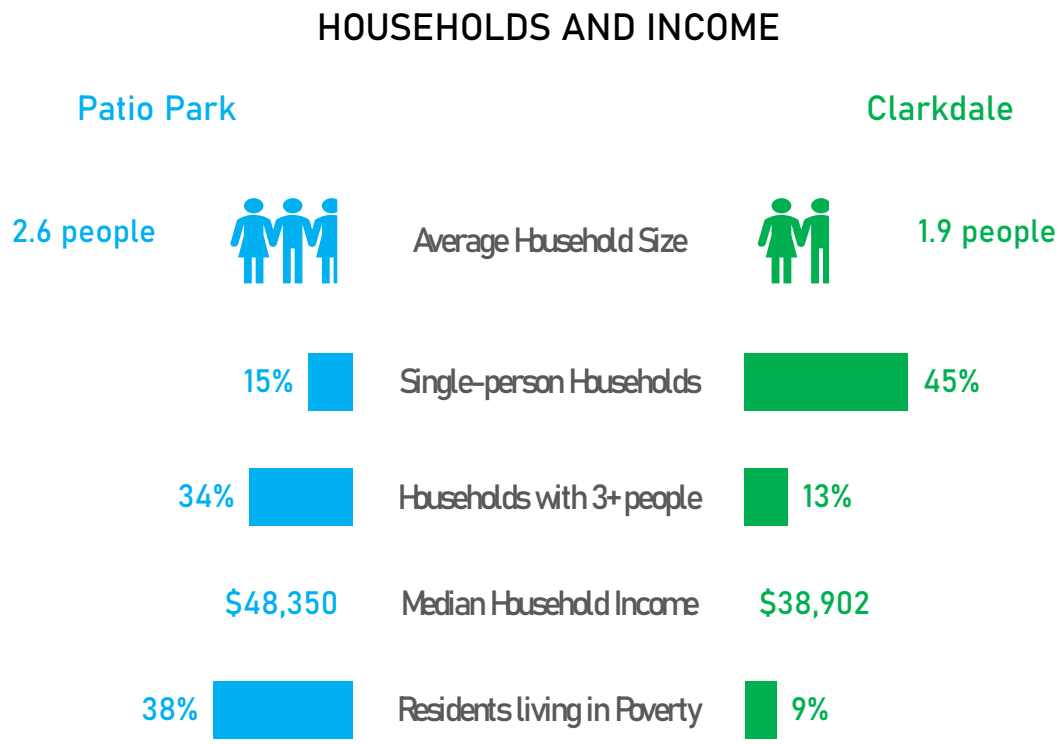
    The workers who lived in Patio Town were predominantly Mexican and Native American. In addition to being economically and racially distanced, Patio Town was physically distanced from the rest of Clarkdale by the railway and Bitter Creek. After the smelter shut down, it is unknown what happened to the Patio Town residents. As such, some in the media have begun to refer to it as “the Clarkdale ghost town.”

EXISTING CONDITIONS

In April and May of 2022, Town of Clarkdale staff and volunteers conducted a special survey to qualify Patio Park as a low- and moderate-income neighborhood for Community Development Block Grant funding. The survey determined that 69% of Patio Park neighborhoods were considered low- and moderate-income, with income less than 80% of the Yavapai County median income. Data from this special survey is compared to data for the Town of Clarkdale as reported through the 2021 US Census Bureau American Community Survey.

Households and Income

Approximately 100 people currently reside in Patio Park, and an additional two households periodically visit. Households in Patio Park are larger (2.6 people) than Clarkdale overall (1.9 people). Clarkdale households are three times more likely to consist of a single-person than are households in Patio Park. While household median income is higher in Patio Park than Clarkdale as a whole, residents of Patio Park are four times more likely to live in poverty than are residents of Clarkdale overall. The larger number of people in Patio Park households is the primary reason for the higher rate of poverty-level households and overall low- and moderate-income area status.



Housing

The Patio Park subdivision currently includes 44 lots. Twelve adjacent lots were also considered as they are accessed through Patio Park and are largely indistinguishable from the subdivision. Of the 56 properties surveyed, forty were identified as having structures.

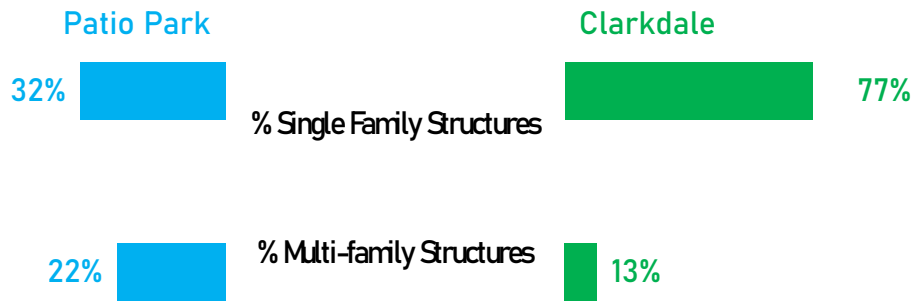
Housing variety, affordability, and quality are three interrelated factors in a neighborhood housing market.

1. Variety reflects the types of housing that are available and is important to ensuring a wide range of choices are available to both new and existing residents. Variety is often driven by demand and the types of products that developers can successfully deliver. Variety may be constrained by underlying land uses, and by zoning and building codes. Community and neighborhood sentiment, such as “Not in My Backyard” may also contribute to housing variety or a lack thereof.
2. Affordability is driven by demand and supply, as well as the cost of development. When demand is high, the development community will respond with the types of housing that are in demand. For the past decade, demand in Clarkdale has been largely driven by in-migration. In-migrating households are often retirees who have sold their prior home and are positioned to make a cash purchase. This demand conflicts with demand for housing by local employees who may not have previously owned a home and have insufficient earned income to financially compete in the housing market.
3. Quality is driven first by building codes and later reflected in property maintenance and appearance. Housing that was built before the introduction of building codes may have been built to standards using materials that are considered unsafe today. For example, homes built before 1980 may contain lead-based paint or asbestos that represent potential health hazards to residents. Repairing older structures can also be more costly as major systems must be upgraded to meet current codes.

Historically these three factors have moved in tandem with the overall economy – as the economy expanded, demand and housing prices increased and new supply was generated. As the economy contracted, demand decreased and housing prices declined as supply was available to meet demand. This historic trend has however shifted during the past decade as housing supply has not kept pace with household formation and demand in most areas of the U.S. With this shift, communities are challenged to find solutions that are not driven by developer response to demand caused by in-migration. Many of these solutions are well-suited to neighborhood revitalization efforts.

Housing Variety

There is greater variety of the housing stock in Patio Park than Clarkdale overall. One-third (32%) of the Patio Park housing units are single-family detached structures, compared to three-quarters (77%) of the Clarkdale housing stock. Multi-family structures represent nearly one-quarter (22%) of Patio Park structures, compared to slightly more than one tenth (13%) of Clarkdale structures. More than half of the Patio Park housing units are in multi-family structures that consist of two to five units. Most of the multi-family units contain one bedroom.



Housing Affordability

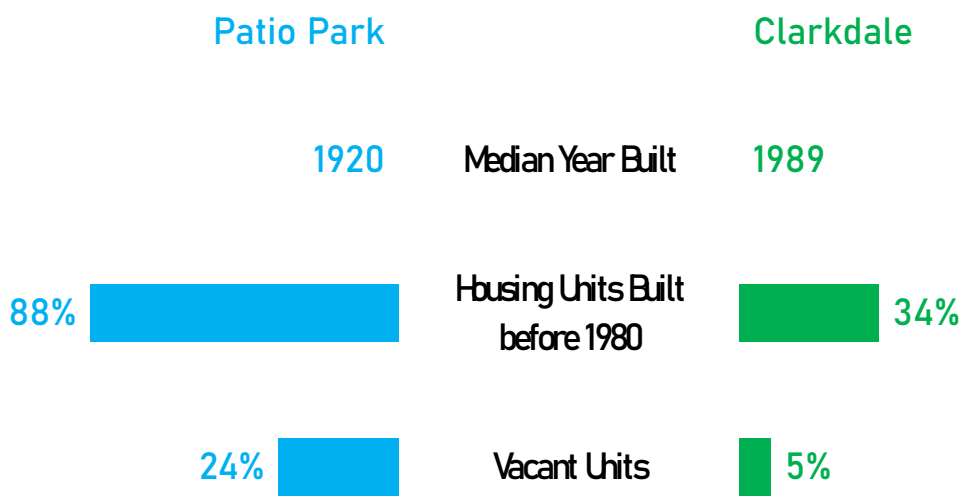
Given the relatively large number of multi-family structures in Patio Park, there is a lower homeownership rate (42%) than in Clarkdale overall (74%). Owner-occupied housing is more affordable in Patio Park than Clarkdale overall. Based on Yavapai County Assessor data, the median Patio Park home value is $203,900, compared to $308,500 for Clarkdale overall. The lower home value reflects the age and quality of the housing stock, along with neighborhood conditions. In general, there is very little rental housing available in Clarkdale. A November 2023 Internet search for rental units suggests a median rent of $1,600 for a one-bedroom unit.

Recent Sales

Records of land and home transactions in Patio Park reflect a relatively stagnant market before 2010. Seven lots and land experienced a change of ownership in 2009 and earlier, with twenty-five experiencing an ownership change between 2010 and 2019, and fifteen experiencing an ownership change since 2020. Six of ten properties that experienced an ownership change since 2010 did not document sales price, making it difficult to determine market conditions. Of those that did document value, the median price was $121,500 and the average price was $185,858.

Housing Quality

The Patio Park housing stock is more likely to be vacant (24% of units) than housing in Clarkdale overall (5% of units). US Census Bureau data suggests that most vacant units in Clarkdale are used for seasonal, recreational, or occasional use. Two surveyed Patio Park property owners indicated they were periodic visitors; however, the housing stock in Patio Park is more likely vacant due to distressed and often uninhabitable condition. There are sixteen vacant lots in and adjacent to Patio Park.

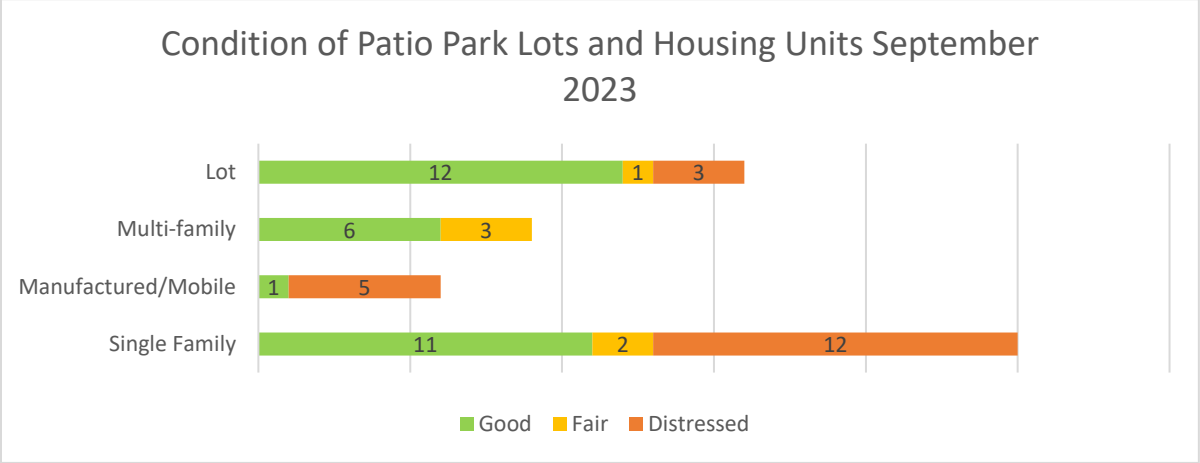


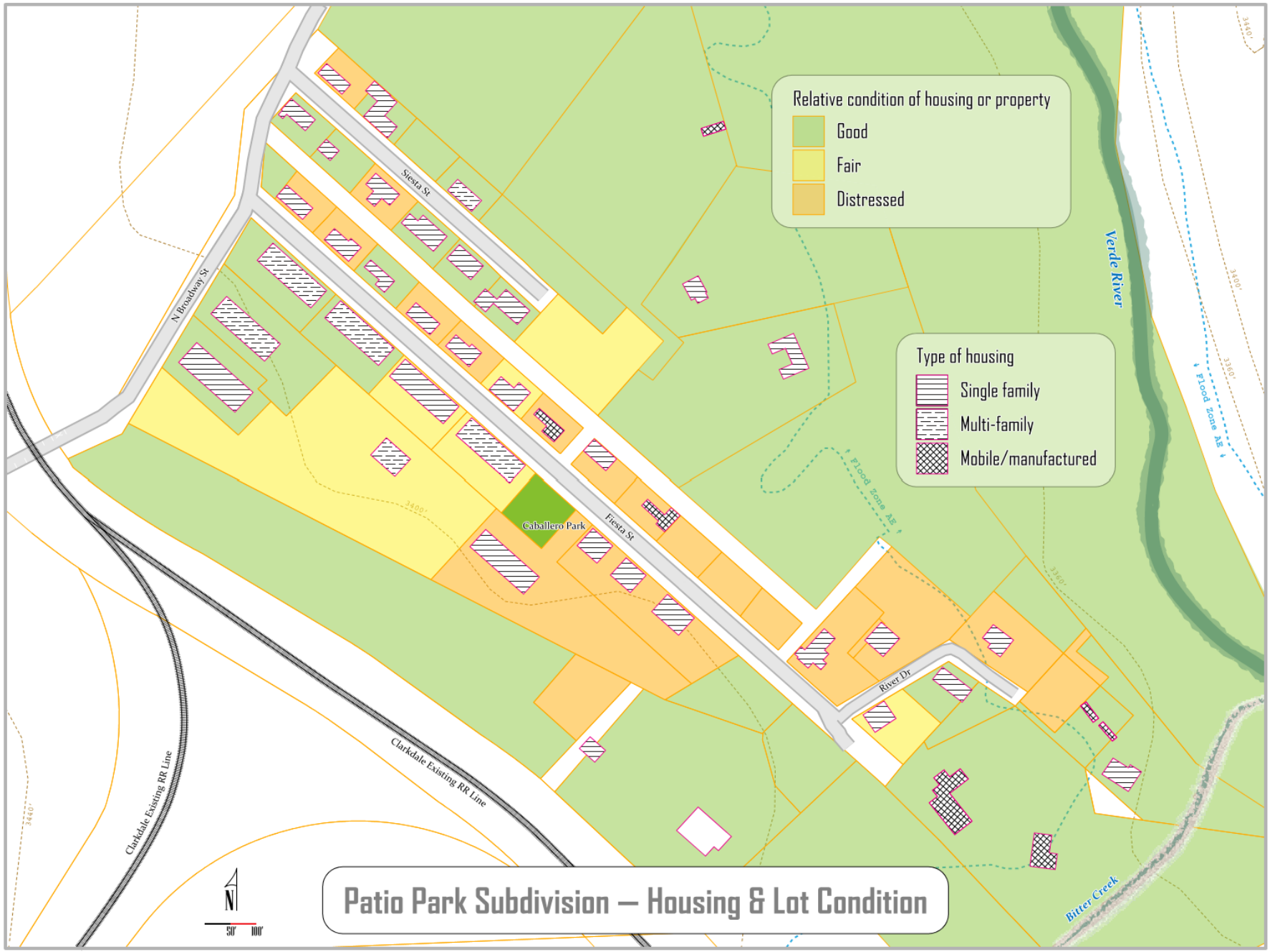
Lot and Housing Conditions Survey

A walking survey was conducted in September 2023 to classify exterior lot and housing conditions. No interior observations or inspections were conducted. Lots and housing units were classified as in good, fair, or distressed condition using the criteria in the following table. Units classified as good generally had no or minor visual maintenance conditions or structural concerns. Units classified as fair often had a mix of conditions, while units classified as distressed had two or more visible conditions.

Lot and Housing Unit Classification Criteria			
Condition	**Good**	**Fair**	**Distressed**
Roof Lines	Straight	Straight	Uneven
Missing, curled, cracked roofing	None	Less than ¼	Greater than ¼
Roof stains	Less than 1/10	Less than ¼	Greater than ¼
Cracked or bubbling stucco	Less than 1/10	Less than ¼	Greater than ¼
Weathered trim, fascia, cladding	Less than 1/10	Less than ¼	Greater than ¼
Peeling, bubbling, missing paint	Less than 1/10	Less than ¼	Greater than ¼
Heaving, buckling driveway or walkway	Smooth	One area	Multiple areas
Weeds	Less than 1/10	Less than ¼	Greater than ¼
Lawn	None or mowed	Less than 6” tall	Greater than 6”
Dead trees	None	None	One or more
Dead plantings	Less than 1/10	Less than ¼	Less than ¼
Trash or debris	None	None	Visible

Fifty-six lots and units in and adjacent to the Patio Park subdivision were observed, with thirty (53%) classified in good condition, six (11%) in fair condition, and twenty (36%) in distressed condition. Owner-occupied single-family units were most likely to be in good condition. Most vacant single-family units in distressed condition appeared to be vacant. All but one manufactured housing unit was in distressed condition and there were no distressed multi-family structures.




Relative condition of housing or property
Good
Fair
Distressed
Type of housing
Single family
Multi-family
Mobile/manufactured
Siesta St
N Broadway St
Fiesta St
Caballero Park
River Dr
Verde River
Flood Zone AE
Clarkdale Existing RR Line
Bitter Creek
N
50'
100'
Patio Park Subdivision – Housing & Lot Condition

Land Use

Patio Park is zoned R3 Multi-family Residential. This designation supports development at a rate of 13 or more dwelling units per acre, although fewer units per acre may be developed. This residential land use designation encompasses 59 acres, the majority of which are the Patio Park subdivision. The following uses are permitted:

1. Any use permitted in a more restrictive residential zone district (such as single-family units).
2. Multiple family dwelling structures.
3. Churches, hospitals, schools, and cemeteries.
4. Convalescent homes and retirement centers.
5. Bed and breakfast establishments, boarding and rooming houses.
6. Cultivation, possession, consumption, processing, manufacturing, and transportation of recreational marijuana at an individual's primary residence for personal use, subject to additional regulations in the Town Code.
7. Buildings or structures that are customarily incident to a permitted use, such as private garages or workshops, and home occupations that do not require a use permit.
8. For non-residential uses, illuminated non-flashing signs are limited to 64 square feet and may indicate only the name or address of the business.
9. Other uses that require a permit, including day care centers, golf courses and country clubs, private clubs, fraternities, sororities, and lodges, except those whose chief activity is a service customarily carried on as a business.
10. Medical marijuana caregiver facility, with a home occupation license.

The zoning code specifies the following requirements for lots and buildings:

1. Maximum building height – 3 stories not to exceed 45 feet.
2. Minimum lot size:
    a. 8,000 square feet for single family.
    b. 4,000 square feet per unit for two (2), three (3) or four (4) family structures.
    c. 3,000 square feet per unit for apartment structures with a minimum of 18,000 square feet.
    d. 20,000 square feet for non-residential uses.
3. Maximum Lot Coverage Ratio: 0.4

4. Minimum Lot Frontage:
    a. 60 feet for a single-family unit.
    b. 90 feet for two (2), three (3) or four (4) unit structures.
    c. 120 feet for apartment complexes and non-residential uses.
5. Minimum Average Lot Width: 60 feet.
6. Minimum Yard Area Standards:
    a. Front- 20 feet for residential uses, 25 feet for non-residential uses.
    b. Rear- 20 feet for residential uses, 25 feet for non-residential uses.
    c. Side- 8 feet for single-family units and single-story multi-unit structures, 10 feet for multi-unit structures exceeding one story, and 25 feet for non-residential uses.

Adjacent Land Use

The land surrounding Patio Park is zoned industrial. The industrial zoning classification allows, without a use permit:

1. Any use permitted in a commercial district.
2. Wholesale establishments, warehouses, and self-storage units.
3. Laboratories, research, design, and testing when conducted completely within an enclosed building.
4. Manufacture or assembly of medical and dental equipment, drafting, optical, and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.
5. Manufacture or assembly of boats, bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery and hardware products and sheet metal products.
6. Manufacture or storage of food products including candy, dairy and ice cream and fruit and vegetable processing and canning.
7. Manufacture of rugs, mattresses, pillows, quilts, millinery, clothing, hosiery and fabrics, and printing and finishing of textiles and fibers into fabric goods.
8. Manufacture and/or fabrication of boxes, crates, furniture, cabinets, baskets, veneer, and other wood products of a similar nature.
9. Manufacture of clay, stone or glass products including brick, cement, lime, or composites.

10. Truck stop, transfer terminal or freight warehouse.
11. Lumber yards and mill work plants.
12. Sexually Oriented Businesses.
13. Medical or Recreation Marijuana Processing Facility.
14. Marijuana Testing Facility.
15. Caretaker's facilities clearly incidental and secondary to the use of the premises for business purposes.

Historic Designation

The National Register of Historic Places' listing record for Clarkdale Historic District (1998) identified 28 "contributing" buildings in the Patio Park neighborhood, including all the apartment structures.

The Bitter Creek Bridge, also known as the Broadway Bridge, was built in 1917 and added to the National Register of Historic Places in 1988. The bridge is currently the only ingress/egress access to Patio Park and Clarkdale's historic industrial site that housed the United Verde Copper Company's smelter. The bridge has limited capacity and due to its existing width serves as a one-lane bridge. The Arizona legislature recently appropriated $6.3 million to build a new two-lane bridge. The original historic bridge is planned for continued use as a pedestrian bridge.

Streets and Rail

Recent Arizona Department of Transportation traffic counts indicate that as many as 929 vehicle crossings take place on the Bitter Creek Bridge in any forty-eight-hour period. Many of these crossings are by visitors to the Verde Canyon Railroad, which provides rail wilderness excursions on an irregular schedule throughout the year, with more frequent excursions during the warmer summer months. The goal of the new bridge is to open the area to increased economic development, reusing its intact three-phase power and adaptable structures to support new and expanded light industry.

The area also contains the only railhead in the Verde Valley. The Western Group is a consortium of ten rail-related companies that includes the Clarkdale Arizona Central Railroad and the Verde Canyon Railroad, both of which reside in this industrial area accessible solely by the existing bridge. In addition to safer access to the Verde Canyon Railroad, bridge expansion will provide opportunities for the Clarkdale Arizona Central Railroad to increase their regional light industrial freight business that connects with the Burlington Northern Santa Fe Railway at Drake, Arizona.

ASSETS AND CHALLENGES

Assets and challenged were identified by residents who engaged with the outreach process and through field observation, and background research.

Through the Eyes of Residents

Residents and stakeholders shared their views of the neighborhood through conversations, a survey, and written comments.

ASSETS

- ✓ Potential for resident-involved activities
- ✓ Quiet
- ✓ No/low crime
- ✓ Dark skies
- ✓ Caballero Park
- ✓ Long-time residents
- ✓ Proximity to downtown and to Verde River
- ✓ One of the oldest platted subdivisions in Arizona
- ✓ Reasonably priced homes and land
- ✓ High share of households likely eligible for assistance programs
- ✓ Opportunity for housing stock enhancements
- ✓ Vacant developable land

CHALLENGES

- ✓ Absentee property owners
- ✓ Aging infrastructure
- ✓ Soils contamination
- ✓ Dead end roads
- ✓ Lack of sidewalks and bike paths
- ✓ Limited connection with other parts of Clarkdale
- ✓ One-lane bridge
- ✓ Road conditions
- ✓ Rail proximity and train noise
- ✓ Feral cats
- ✓ Distressed housing and structures
- ✓ Aging population and few children
- ✓ Distance to grocery store
- ✓ No direct Verde River access
- ✓ Front-yard utility easements

The Town recently invested CDBG funds in improvements to Caballero Park and residents desire additional Town investment in sidewalks, street lighting that protects night skies, and regular street paving. Town residents also identified the potential need for water and sewer system upgrades and repairs, tree pruning, and relocation of utility easements to the alley. Some

residents would like neighborhood access to the Verde River, which would require legal access be granted by adjacent landowners.

In April 2021, the Town of Clarkdale initiated a neighborhood cleanup effort. During the cleanup 12 tons of debris were removed from the neighborhood. While this cleanup effort significantly improved the health and safety of the neighborhood, some residents remain concerned about dilapidated structures, overgrown vegetation, excessive debris, inoperable vehicles, and otherwise unsafe structures and vacant lots that were not fully addressed during the cleanup effort.

Many of the existing structures are uninhabitable and suitable for demolition, and lots require clearing. Demolition and clearing must be conducted to avoid the introduction of desert weeds that are currently kept at bay by other natural vegetation. Demolition and clearing will also help to reduce the number of feral cats in the neighborhood. Free-roaming or feral cats are considered a nuisance by many neighborhood residents, while other neighborhood residents feed and water the cats. The feral cats occasionally interfere with picnicking residents, and feces at the park site is a significant maintenance and health and safety concern.

People that feed and water feral cats are often referred to as Cat Colony Managers. There are currently no Arizona statutes or Clarkdale ordinances against free-roaming cats. Cats are not subject to the same licensing and leash laws as dogs, and no governmental entity can pick up stray cats or enforce action against Cat Colony Managers.

Trap-Spay-Neuter (TNR) programs can be effective in humanely addressing neighborhood cat populations. TNR programs involve one or more individuals, often Cat Colony Managers, humanely trapping cats and bringing them to an animal clinic. The clinic then spays or neuters the cat and tips the left ear to signify the cat is fixed. The fixed cat is then returned to the neighborhood. Deterring community cats can also be accomplished without a formal program by:

- Removing or securing potential food and water sources, including dog food;
- Removing or securing shelter areas, such as under houses, decks, and porches and in sheds and other exterior buildings;
- Keeping landscaping trimmed to reduce hiding and nesting spots; and
- Using cat repellants.

Land use and zoning regulations are important neighborhood revitalization tools available to the Town. Regulations can be revised to promote neighborhood clean-up, and to encourage and incentivize improvements to existing structures and new development. Given current zoning and lot sizes and excluding the 28.05-acre parcel adjacent to rail, there are 23 lots that cannot be developed or redeveloped if units are demolished and no variance is provided.

Assuming parking and other requirements can be met, as many as 487 apartment units could be developed in the area, including 88 in the Patio Park subdivision boundaries, and 399 on adjacent properties. Given the large number of parcels that cannot be developed or redeveloped, an overlay district or infill incentive district will be essential to the revitalization effort. However, any incentives must also respect that twelve of the existing units on these small lots are currently owner-occupied and eight are considered in good condition. Renaming apartment uses to apartment / single-family attached / condominium / cooperative unit would also encourage potential higher-density homeownership opportunities that can help to sustain the neighborhood.

Unit type	Minimum lot size in square feet	Properties in Patio Park	Properties adjacent to Patio Park	Maximum Possible Housing Units
Not developable without variance or incentive	< 8,000 sq ft	23	0	0
Single-family detached or duplex	8,000 sq ft	18	12	60
Triplex	12,000 sq ft	13	10	66
Fourplex	16,000 sq ft	7	9	68
Apartment	18,000 sq ft and 3,000 sq ft/unit	6	9	487
Non-residential	20,000 sq ft	6	9	n/a

Mixed use zones or developments support vibrant neighborhoods by offering people the ability to live, work, play, and connect in one place. Mixing residential uses with neighborhood-serving retail and services, and work-from-home opportunities can consolidate infrastructure costs and increase opportunities for residents to pursue economic opportunities and create social gatherings. Mixed-use developments include such uses as artist lofts and residential over commercial. These uses can also buffer less dense uses from adjacent industrial and higher-traffic areas.

Overlay districts provide the ability to apply additional standards and criteria beyond traditional zoning. Overlay districts may be used to promote specific features or types of development projects, such as affordable housing or mixed-use development. An overlay district in Patio Park would provide an opportunity to protect the residential nature of the neighborhood and promote higher-density and affordable housing opportunities.

The Patio Park neighborhood meets the criteria for designation as an infill incentive district. An infill incentive plan would encourage revitalization through expedited zoning or rezoning procedures, expedited processing of development plans and proposals, and relief from development standards, such as lot setbacks or building heights. An infill incentive district may be designated when an area meets at least three of the following requirements. Conditions in Patio Park are in italics:

1. *Large number of vacant older or dilapidated buildings or structures.*
2. *Large number of vacant or underused parcels of property, obsolete or inappropriate lot or parcel sizes or environmentally contaminated sites.*
3. Large number of buildings or other places where nuisances exist or occur.
4. *An absence of development and investment activity compared to other areas in the city or town.*
5. High occurrence of crime.
6. Continuing decline in population.

The current character of Patio Park lends itself to accessory, cluster housing, and attached dwelling units. Incentives are appropriate to encourage development in Patio Park with its higher-density land use designation. Accessory dwelling units can gradually add new housing to the neighborhood while increasing affordability. Like accessory dwelling units, cluster housing seeks to provide individual dwelling units clustered around common space on a single lot. Pre-approved construction plans or housing types like park models, coupled with expedited permitting, relief from development standards, and reduced fees can quickly provide additional standard housing that is compatible with neighborhood development.

When appropriate design guidance, regulations and incentives are established, the Town is better positioned to attract and interact with nonprofit and for-profit developers to enhance the neighborhood housing stock. Given existing neighborhood zoning, housing rehabilitation and development will be the most effective revitalization activities.

Clear communication of design expectations, regulatory relief and incentives will be critical to attracting development that enhances the neighborhood and the existing housing stock. In addition, providing owner-occupants with access to financial resources to make necessary repairs will ensure the neighborhood has a stable base of homeowners.

Owner-occupied housing rehabilitation guidelines are in process. Once adopted, the guidelines will allow the Town to pursue funding from the Arizona Department of Housing for rehabilitation and housing replacement activities when owners have household income less than 80% of the area median income, adjusted for household size. Approximately ten to fifteen Patio Park homeowners may qualify for this program. Another opportunity for existing owners is the placement of accessory dwelling units when regulatory relief from setbacks and lot coverage ratios are enacted. The placement of accessory dwelling units may be considered in site improvements when rehabilitating or replacing existing units.

At present, all properties in Patio Park are privately held. Existing property owners may elect to leave lots vacant or develop lots within Town guidelines. Some property owners may be interested in selling their property to the Town or to other parties that wish to engage in revitalization activities. The Town may work with an existing owner or nonprofit or for-profit entity to acquire property on which one or more new homeownership or rental units will be placed. Property owners cited for derelict or dangerous structures can be encouraged to donate or sell their property to the Town or a nonprofit entity.

HUD funding, such as CDBG and HOME funds from the Arizona Department of Housing could be primary sources of funding for affordable and workforce housing development in Patio Park. However, the proximity of the rail system and associated noise can inhibit or prohibit new development using HUD or other federal funds. To encourage nonprofit and private developers to partner with the Town, the Town could elect to conduct an environmental assessment prior to any development activity to promote understanding of necessary noise mitigation or attenuation requirements when HUD funds are used.

CDBG funds are likely to be a primary source of funding for the Patio Park revitalization effort. Because the area is low- and moderate-income based on the 2022 special survey, multiple activities are eligible, including:

- Street and sidewalk improvements, including lighting and tree planting and excluding maintenance activities such as chip sealing.
- Water and wastewater hookups and improvements, when the improvements serve the area defined as low- and moderate-income.

- Code enforcement efforts, when those efforts are directly implemented as a component of the revitalization effort and time and effort is documented.

The Town also has the option of declaring the neighborhood a slum/blight area for CDBG qualification purposes. Declaring the area slum/blight requires designation as a redevelopment area pursuant to ARS §36-1473. The area must meet the definition of a slum, blighted, deteriorated or deteriorating area established pursuant to ARS §36-1471. When an area is declared slum/blight, CDBG activities are expanded to include any activities that directly address or contributed to the decline of the area, including:

- Activities that would be eligible on a low- and moderate-income area basis.
- Acquisition and clearance of blighted properties.
- Renovation and reuse of abandoned historic buildings.
- Removal of environmental contamination so a site can be redeveloped for a specific use.
- Rehabilitation of multi-family housing that is considered substandard under the local housing rehabilitation guidelines.

A final option for using CDBG funds is slum/blight on a spot basis. Spot basis activities are designed to prevent the spread of or eliminate blight. Spot basis activities that could be implemented to revitalize Patio Park include:

- Acquisition for the purpose of rehabilitation.
- Clearance and demolition, when the property owner is low- and moderate-income.
- Remediation of environmental contamination.
- Rehabilitation that specifically addresses the blighted condition only.

STRATEGIC ACTION PLAN

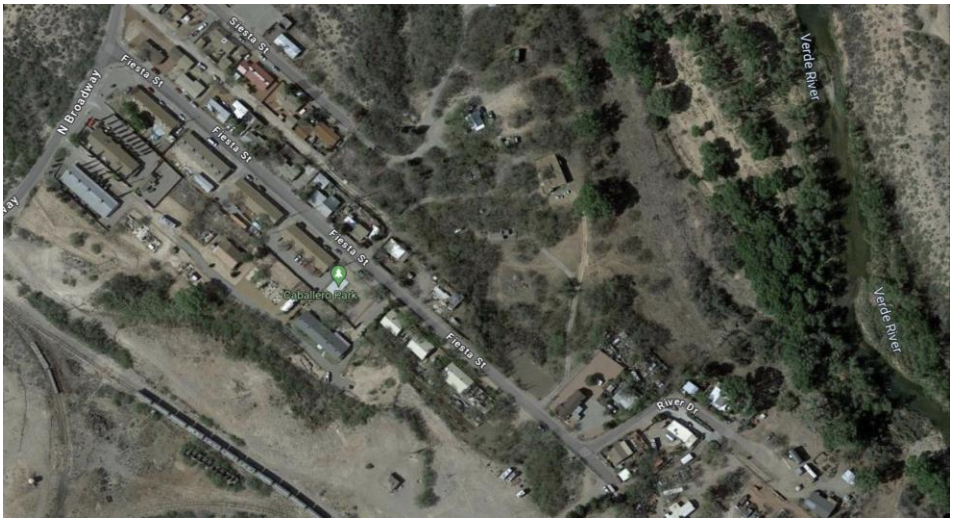
Patio Park has strengths and opportunities that make it a great candidate for neighborhood revitalization – vacant lots, low-crime, quiet streets, higher-density zoning, and a handful of residents interested in enhancing neighborhood health and safety. The character of Patio Park will evolve after the new Bitter Creek bridge is built and light industrial uses in adjacent areas become more prevalent. Revitalization of Patio Park has the potential to balance these uses with decent, safe housing along with mixed uses that honor the history and character of the neighborhood.

VISION

A UNIQUE AND COHESIVE PATIO PARK THAT HONORS ITS HISTORY AND PROVIDES A PEACEFUL, SAFE AND HEALTHY ENVIRONMENT FOR RESIDENTS.

The vision for the Patio Park neighborhood includes a unique and cohesive neighborhood identity. The vision is reflected in consistently maintained properties, continued peace and quiet, neighborhood health and safety, streetscape and other infrastructure improvements, and gateway and public space enhancements. The Patio Park Revitalization Strategy addresses the mutual desire of neighborhood residents and the Town to:

- Support resident health and safety
- Recognize Patio Park's historic value
- Connect neighborhood residents with Town amenities and economic opportunity



Revitalization Strategy Focus Areas

Like other Town Focus Area Plans, the Patio Park Revitalization Strategy provides a broad framework for revitalization of the neighborhood. The strategy is conceptual in nature and does not provide details with respect to design guidelines, or development standards outside of those provided in the Zoning Code. As an historic neighborhood whose contribution to the character of the community is foundational, guiding adaptive reuse of existing buildings and construction of new infill buildings will be necessary. This strategy does however include photos that can help neighborhood residents and property owners to understand what options exist for property use.

There are four Patio Park Neighborhood Revitalization Strategy focus areas. Each focus area includes strategies and actions that address existing and emerging challenges while building on neighborhood assets. These four focus areas are inter-related and include:

1. Clean and Safe Environment.
2. Neighborhood Identity.
3. Land Use and Development Regulation.
4. Housing Stock Enhancement.

Embedded within each focus area is ongoing resident engagement. Harnessing the potential for resident-led initiatives will contribute significantly to the long-term success of the strategy. While a variety of funding can be pursued to implement the strategy, neighborhood residents and property owners will play an important role in improving neighborhood health and safety and enhancing and maintaining neighborhood character. Strategically targeting resources to activities that intentionally engage residents and property owners amplifies results and helps to ensure those results are maintained over time.

Focus Area 1: Clean and Safe Environment

Addressing unsafe conditions in Patio Park is the foundation for future actions. As unsafe conditions are abated, it becomes possible to envision Patio Park's unique attributes and potential. Existing unsafe conditions include contaminated soil, overgrown vegetation, discarded materials, dilapidated and uninhabitable structures, and pedestrian and bicycle travel safety. Actions to create a clean and safe environment include:

- Resident education and communication.
- Coordinated neighborhood cleanup.
- Demolition and clearance.
- Code enforcement.
- Multi-modal transportation safety design.

Action Plan

1. CSE1. Educate residents and property owners about property maintenance codes, contaminated soil remediation, and feral cats.
    a. Conduct a non-citation code sweep, noting citable offenses for each property.
    b. Hand-deliver and/or mail a letter to each property owner with a citable code offense. Include in the letter:
        i. Each specific code violation and the necessary correction;
        ii. The benefits of property maintenance in reducing the feral cat population;
        iii. The date(s) of scheduled neighborhood cleanups; and
        iv. Legal options of the Town.
2. CSE2. Conduct an annual neighborhood clean-up, providing dumpsters, equipment, and volunteer assistance.
    a. Conduct a post clean-up code sweep mandating compliance and indicating resources and other possible remedies.
    b. Conduct periodic monitoring and code sweeps to ensure continued compliance with property maintenance standards.

3. CSE3. Apply the Uniform Code for the Abatement of Dangerous Buildings to derelict and dangerous residential structures.
    a. Encourage demolition of dilapidated and uninhabitable structures not suitable for rehabilitation.
4. CSE4. Explore partnerships with local animal groups and veterinarians to implement a trap-neuter-release program to help control the feral cat population.
    a. Develop a flyer regarding feral cat population control for posting on the Town website and inclusion in Town newsletters.
    b. Reach out to local animal groups and veterinarians to explore options for a TNR program.
5. CSE5. Incorporate multi-modal resident-safe improvements into bridge and roadway design and improvements.
    a. Incorporate pedestrian and bike paths and amenities into future infrastructure and gateway improvements.
    b. Design and install night-sky, bollard, and/or pedestrian scale street lighting.
    c. Include traffic calming devices to discourage speeding.

Focus Area 2: Neighborhood Identity

Neighborhood identity gives residents pride in their community and provides visual cues for visitors. As a small neighborhood surrounded primarily by non-residential uses, project-level design, and site planning, including plantings and other buffering, connections and street design will promote a cohesive built environment.

Built environment is a term used by architects and designers to refer to the buildings, structures, and other constructed objects in the landscape. The built environment encompasses human-made structures. These human-made structures are a physical representation of the social and cultural influences present during design and construction. Giving residents an opportunity to select what they consider critical or iconic neighborhood design elements will encourage engagement. Actions to create a neighborhood identity include:

- Buffering from non-residential uses.
- Consistent and coordinated public spaces and historic neighborhood elements.
- Connecting residents.

Action Plan

1. NI1. Buffer the neighborhood from adjacent industrial uses and increased traffic flow using consistent techniques.
    a. Require appropriate fencing, plantings, and other barriers between non-residential and residential uses.
    b. Encourage higher-density and work-live development along Broadway Road, coupled with multi-modal transportation options.
2. NI2. Create consistent and coordinated public spaces and historic neighborhood elements.
    a. Work with residents and property owners to select a unique color palette for the neighborhood gateway, public spaces and public-facing structures and uses.

b. In cooperation with neighborhood residents and property owners, develop a menu of design elements that represent the historic character of the neighborhood for incorporation into new construction and substantial rehabilitation projects.

c. Design and install unique street signs or markers.

d. Plant consistent and recognizable drought tolerant, fire safe, and low-maintenance trees and shrubs along fences and major transportation corridors to buffer noise and create shaded areas for pedestrian and bicycle transportation modes.

e. Sponsor a public art and/or historical marker upgrade event as a catalyst for incorporating selected elements of the color palette and historic design elements.

f. Maintain parallel parking on-street wherever possible.

3. NI3. Connect neighborhood residents with each other and with the larger Clarkdale community.

a. Support neighborhood block parties and other resident connection efforts.

b. Design a Town-wide neighborhood identity program that recognizes the historic context of Clarkdale's neighborhoods, using Patio Park as a model.

c. Encourage resident and property owners to participate in neighborhood cleanups, design elements, and development review processes.

Focus Area 3: Land Use and Development Regulation

Translating the design guidance created by and with residents and property owners into policies is central to revitalizing Patio Park. Through planning and development processes that acknowledge this guidance, the Town can promote revitalization while developing adjacent light industrial uses. Flexible zoning strategies can accomplish the goal of restricting incompatible uses while supporting sustainable development that supports diverse lifestyles.

The exact type of land uses or zones and development regulation that will support Patio Park revitalization will depend in part on resident and property owner engagement and the resulting design guidance. One or more of the following may be adopted and implemented to support revitalization:

- Mixed-use zoning or development.
- Overlay district.
- Infill Incentive district.
- Accessory, cluster housing, and attached dwelling unit incentives.

Action Plan

1. LUDR1. Examine appropriate land use and development regulation incentives and opportunities to identify the most appropriate and cost-effective mechanisms to support Patio Park revitalization. Consider mixed-use zoning, overlay, and infill incentive districts, and/or accessory, cluster and attached dwelling unit incentives.
2. LUDR2. Utilize selected regulations and incentives to promote appropriate development.

Examples of Accessory Dwelling Units and Infill Housing

Examples of Mixed-Use Buildings

Focus Area 4: Housing Stock Enhancement

The inter-related nature of the revitalization focus areas is most obvious when considering enhancements to the housing stock. As a residential area, the revitalization of Patio Park is focused on the housing stock. The creation of a neighborhood identity and adoption and implementation of land use and development regulations and incentives will promote the most appropriate housing development. Still, many owner-occupants remain in the neighborhood and have contributed the foundational stability necessary for revitalization. The following efforts focused on the housing stock will further stabilize and revitalize Patio Park:

Action Plan

1. HSE1. Implement an owner-occupied housing rehabilitation and replacement program.
    a. Incorporate design guidance and improvements that could support potential additional land uses, such as accessory dwellings.
2. HSE2: Explore potential resources for rental property owners interested in rehabilitating units.
3. HSE3. Encourage a variety of housing types permissible in the higher-density land use, including homeownership opportunities affordable to low- and moderate-income workforce households.
    a. Build relationships with nonprofit organizations capable of delivering single-family and attached homeownership units, such as Habitat for Humanity, Housing Solutions of Northern Arizona, and Catholic Charities Community Services.
4. HSE4. Facilitate the development of higher-density land uses through incentives and regulatory relief focused on affordable and workforce housing opportunities, including live-work spaces.

Examples of Housing Rehabilitation, Multi-family, Cluster and Townhome/Rowhouse

Matrix of Recommended Actions

The following tables summarize recommended action items from each of the focus areas. The tables detail responsible parties, and identify benchmarks for measuring success, possible funding sources, and a timeline for implementation and completion.

Focus Area 1: Clean and Safe Environment					
Action	**Action Description**	**Responsible Parties**	**Benchmarks**	**Funding Source(s)**	**Timeline**
CSE1	Educate residents and property owners about property maintenance codes, contaminated soil remediation, and feral cats.	Town of Clarkdale	Code sweep completed & letters sent. Neighborhood cleanup scheduled.	Staff time CDBG Freeport McMoRan Foundation	April – November 2024
CSE2	Conduct an annual neighborhood clean-up, providing dumpsters, equipment, and volunteer assistance.	Town of Clarkdale Neighborhood Residents Volunteers	Neighborhood cleanup scheduled. Post clean-up code sweep conducted. Formal action taken to address continued code violations.	Staff time CDBG Freeport McMoRan Foundation	January-October 2025 and annually beginning in 2026
CSE3	Apply the Uniform Code for the Abatement of Dangerous Buildings to derelict and dangerous residential structures not suitable for rehabilitation.	Town of Clarkdale	Property owners cited. Structures demolished.	Staff time CDBG	2024 and ongoing
CSE4	Explore partnerships with local animal groups and veterinarians to implement a trap-neuter-release program to help control the feral cat population.	Town of Clarkdale Neighborhood Residents Volunteers	Partnerships formed. Residents educated. Program implemented.	Volunteer time Donations	2024 and ongoing

Focus Area 1: Clean and Safe Environment					
Action	**Action Description**	**Responsible Parties**	**Benchmarks**	**Funding Source(s)**	**Timeline**
CSE5	Incorporate multi-modal resident-safe improvements into bridge and roadway design and improvements.	Town of Clarkdale	Pedestrian & bike paths incorporated into infrastructure & gateway improvements. Pedestrian scale night-sky lighting installed. Traffic calming devices integrated into Broadway improvements.	Staff time Specific project funding	2024 – 2030

Focus Area 2: Neighborhood Identity					
Action	**Action Description**	**Responsible Parties**	**Benchmarks**	**Funding Source(s)**	**Timeline**
NI1	Buffer the neighborhood from adjacent industrial uses and increased traffic flow using consistent techniques.	Town of Clarkdale Property owners and developers	Appropriate fencing, plantings, & other barriers between non-residential & residential uses. Highest density & live-work space developed along Broadway. Multi-modal transportation options incorporated into Broadway improvements	Staff time Specific project funding	2024 and ongoing as development occurs
N12	Create consistent and coordinated public spaces and historic neighborhood elements.	Town of Clarkdale Neighborhood Residents Historic Commission Property owners and developers	Unique neighborhood color palette developed. Menu of historic design elements developed. Historical marker upgraded. Unique street signs or markers installed Consistent plantings in public spaces Parallel parking maintained	Staff time Specific project funding CDBG	2024 and ongoing as development occurs
NI3	Connect neighborhood residents with each other and with the larger Clarkdale community.	Town of Clarkdale Neighborhood residents and property owners	Block or neighborhood party held Residents participating in Neighborhood Identity development & implementation efforts Neighborhood-identity program implemented	Town of Clarkdale Donations CDBG Freeport McMoRan Foundation	2024 and ongoing

Focus Area 3: Land Use and Development Regulation					
Action	**Action Description**	**Responsible Parties**	**Benchmarks**	**Funding Source(s)**	**Timeline**
LUDR1	Examine appropriate land use and development regulation incentives and opportunities to identify the most appropriate and cost-effective mechanisms to support Patio Park revitalization. Consider mixed-use zoning, overlay, and infill incentive districts, and/or accessory and attached dwelling unit incentives	Town of Clarkdale	Mixed-use, overlay district, infill district and accessory and attached dwelling incentives examined.	Staff time	2024 and ongoing as development occurs
LUDR2	Utilize selected regulations and incentives to promote appropriate development.	Town of Clarkdale Property owners and developers	Incentives and regulations adopted. Appropriate development occurs.	Staff time Specific project funding	2025 and ongoing as development occurs

Focus Area 4: Housing Stock Enhancement					
Action	**Action Description**	**Responsible Parties**	**Benchmarks**	**Funding Source(s)**	**Timeline**
HSE1	Implement an owner-occupied housing rehabilitation and replacement program.	Town of Clarkdale with implementation support Property owners	Housing Rehabilitation Guidelines adopted. Owner-occupied housing units rehabilitated, incorporating neighborhood design guidance & potential additional land uses.	Staff time CDBG HOME Investment Partnerships Program Other ADOH funding	2024 and ongoing until units rehabilitated
HSE2	Explore potential resources for rental property owners interested in rehabilitating units.	Town of Clarkdale with implementation support Rental property owners	Funding / financing resources identified Rental properties rehabilitated incorporating neighborhood design guidance.	Staff time CDBG HOME Investments Partnerships Program Other ADOH funding Lending institutions	2026 and ongoing
HSE3	Encourage a variety of housing types permissible in the higher-density land use, including homeownership opportunities affordable to low- and moderate-income workforce households.	Town of Clarkdale Nonprofit organizations and private developers Property owners Employers	Establish policies that promote housing development intended for homeownership. Relationships established with interested nonprofit organizations/ developers and private developers	Staff time CDBG HOME Investment Partnerships Program Other ADOH funding Private financing USDA financing Nonprofit Organizations Employers	2025 and ongoing as development occurs
HSE4	Facilitate the development of higher-density land uses through incentives and regulatory relief focused on affordable and workforce housing opportunities, including live-work spaces.	Town of Clarkdale Nonprofit organizations and private developers Property owners	Higher-density development	Staff time CDBG HOME Investment Partnerships Program Other ADOH funding Private financing Employers	2025 and ongoing as development occurs

APPENDIX A – PUBLIC COMMENTS

Four commentors provided the following comments during the public comment period and at the open house, including:

1. Action needs to be taken regarding feral cats. There are stories of cats taking food from picnickers at Caballero Park.
2. Rental property owners also need access to resources for property improvements, construction, and rehabilitation.
3. Leaking sewer lines may be an issue.
4. Tree trimming would be helpful to improving the appearance of the neighborhood.
5. Utilities located in front yards or at street impede tree planting or other vegetation for privacy.
6. Streetlights could ruin the night sky.
7. Consider relocating feral cats for use as barn cats.

ATTACHMENT 1 – COMMUNITY RESOURCE DIRECTORY

Community Outreach Programs for Assistance

Church of Christ	928-634-9643
River Church	928-634-9983
Calvary Chapel	928-634-4100
Catholic Charities	928-634-4254
Community Legal Services	928-445-9240
Heights Church	928-445-1421
Mountain View United Methodist Church	928-649-5592
St. Vincent DePaul, Cottonwood	928-634-9625
Old Town Mission	928-634-7869
Manzanita Outreach	928-694-4796
Twice Nice Thrift	928-634-7555
Verde Valley Sanctuary	928-642-9198
Verde Valley Care Giver Coalition	928-204-1238
Cornucopia Community Advocates	928-284-3284
Verde Valley Homeless Coalition	928-202-1176
APS Low Income Assistance	844-309-5655
Unisource Gas Low Income Assistance	877-837-4968
Firewood	928-300-0894
Cottonwood Drop in Center	928-202-1176
Safelink Wireless (cell phone & service)	800-723-3546

Senior Centers/Meals on Wheels*

Beaver Creek Adult Center -Lake Montezuma	928-634-7869
Camp Verde Senior Center	928-567-6356
Sedona Community Center*	928-282-2834
Verde Valley Senior Center Cottonwood*	928-634-5450

Adult Day Care Center

A Caring Place, Cottonwood	928-301-6420

Other Helpful Numbers

Animal Control	928-634-7387
Attorney General	928-778-1265
Arizona Long Term Care (ALTCS)	928-778-3968
Elder Law Hotline	800-231-5441
Adult Protective Services	1-877-767-2385
Yavapai County Public Fiduciary	928-771-3153
ID theft-Federal Trade Commission	1-877-438-4338
Social Security Administration	1-800-772-1213
IRS (Tax Fraud Line)	1-800-829-0433
IRS (MAIN #)	1-800-829-1040
Better Business Bureau	928-772-3410
Fraud/Senior Abuse Hotline	800-372-8311
Property Tax Value Freeze	1-844-894-4735
Birth & Death Certificates	602-364-1300
Affordable Burial & Cremation, Prescott Valley	928-458-7409
Serving Cottonwood Area:	
Caring Transitions (All Phases of Moving)	928-220-8021
In your Space Consulting (downsizing, declutter)	928-985-1172
Assisted Living Locators (Ashley Blackwell ,RN)	928-421-1872
Cottonwood (non-emergency)	928-34-4246
City of Prescott, Crime Prevention	928-777-1967
Central Yavapai Fire District	928-759-9933
Cottonwood Fire Department	928-634-2741
Yavapai County Sheriff	928-567-7734
Yavapai Humane Society - Safety Net	928-515-4947
Paramedicine Cottonwood Medication set up)	928-634-7750
POISON CONTROL	800-362-0101
Suicide Prevention	800-273-8255
Self Harm	800-366-8222
Eating Disorders	800-395-5757
Domestic Violence	800-395-5757
Grief Support	800-395-5757

CLARKDALE ARIZONA

Community Resource Directory

Presented by

NACOG
Northern Arizona Council of Governments
Apache • Coconino • Navajo • Yavapai

Town of Clarkdale Departments/Info

Receive Community Updates/Emergency Alerts
Website: https://www.clarkdale.az.gov
General Information: 928-639-2400
Emergencies: Dial 9-1-1
Police: 928-634-2921
Fire: 928-634-2578

Food Assistance

AZ Commodity Supplement DES-	928-679-7250
SNAP (Food Stamp Program)	855-777-8590
Manzanita Food Sharing	623-694-4796
Old Town Mission	928-634-7869
Bread of Life Mission	928-567-6931
Camp Verde Senior Center	928-567-6356
Adventist Community Services	928-567-4281
Yavapai-Apache Nation Food Bank	928-649-7125
Mountain View United Methodist	928-634-8857
New Hope Christian Fellowship	928-634-4673
Rising Hope Food Pantry	928-274-2456
St Vincent De Paul Food Pantry	928-634-9625
Sedona Community Center	928-282-2834
Sedona Community food bank	928-282-4457
St Vincent De Paul Sedona	928-821-1292
Verde Valley Caregivers Coalition	928-204-1238
Beaver Creek Food Program	928-567-4631
Lighthouse Mission Cornville	520-921-0896
Hearts for the Hungry, cottonwood	928-649-8197
St Andrews Episcopal Church Sedona	928-282-4457

Transportation

Verde Valley Caregiver Coalition	928-204-1238
Cottonwood Area Transit	928-634-2287
AHCCCS Medical Transportation	888-409-9499
Angel Wheels to Healing	800-768-0238
Disabled American Veterans	928-776-6064
Veterans Transportation Services	928-445-4860 X6981

Health Centers/Hospitals

Verde Valley Medical Center Cottonwood	928-634-2251
Verde Valley Medical Center Sedona	928-204-4944
Cottonwood Urgent Care	928-634-2574
Sedona Urgent Care	928-203-4813

Community Health Center of Yavapai County*

Medical	COTTONWOOD
Dental	MAIN LINE:
Behavioral Health	928-639-8132

*Sliding Fee Discount Program Available

Other Healthcare Services

National Elder Care Locator	800-677-1116
Suicide Prevention	800-273-8255
Hearing Helpline	800-521-5247
AARP	623-444-4013
Affordable Dentures (Sun City)	623-977-5227
Warm Line (Emotional Support Line)	888-404-5530
Prescription Assistance Program	888-227-8315
Needy Meds	800-503-6897

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS
NACOG

Community Services Administration	928-308-2988
• Utility Assistance	
• Appliance Repair	
• Nutrition Assitance	
Area Agency on Aging	877-521-3500
• Client Services	
• Medicare Services	
• Health & Wellness	
Home Weatherization Program	928-774-1895
HOME Rehabilitation Program	928-444-8894
HEAD START	928-774-9504
• Children up to 5 years of age	EXT 1112
ARIZONA@WORK	928-649-6867
• Employment and Training Services	

Disability Services

Alzheimer's Association Desert Southwest Chapter	928-771-9257
American Council for the Blind	800-424-8666
American Kidney Foundation	800-638-8299
National Arthritis Foundation Hotline	800-283-7800
Elder Blind Association	602-266-9286
Hearing Loss Association of Prescott/ Caption Phone	928-227-1809
Lions Club- Eye Glasses	928-925-6895
Arizona Commission—Deaf & Hard of Hearing	602-542-3323
Telecommunications Equipment	1-866-223- 3412
Arizona Talking Books	602-255-5578
Second Sight (low vision)	928-771-0465
Caption Call	1-877-557-2227
State Visually Impaired Independent Department of Economic Services Independent Blind Services	602-266-9286
AZ Technology Access Program	1-800-477-9921

Caregiver Support

Arizona Caregiver Coalition	888-737-7494
Arizona in Home Care Association Senior Connection	602-283-3503 928-778-3747
Alzheimer's Association	928-771-9257
Family Caregiver Alliance	1-800-445-8106
VA caregiver support	928-776-5409
AAA Caregiver Program	1-877-521-3500
Verde Valley Caregiver coalition	928-445-8382

Veterans Resources

Disabled American Vets Thrift Store	928-445-8618
VA Shining Star-Medical Equipment	928-759-3957
VA Medical Center	928-445-4860
Arizona Department of Veteran Services	928-443-0167
VA Crisis Line	800-273-8255
VA Caregiver Support	928-776-5409
Veteran Benefits	928-443-0167
Visual Impairment Service Team	928-445-4860 ex 6849

Staff Report

Item Number: 7.C.

Agenda Item: **Ratification of a Grant Application for National Night Out Funding**
Discuss, consider and act upon a request to ratify the application for a grant for the Arizona Blue Cross Blue Shield Foundation for Community and Health Advancement Charitable Events in the amount of $2,500 for Clarkdale's National Night Out event.

Staff Contact: D.K. Green, Grants Manager

Meeting Date: February 27, 2024

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

- Goal Area 2 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.

Background: Clarkdale's National Night Out (NNO) event is an annual community building campaign that promotes police and community relationships, neighborhood comradery and safer communities through activities and family-friendly events. The event cost Clarkdale approximately $2,500 in 2023, thus the amount of this grant application, submitted on Jan. 22, 2024. Though the grant amount is less than the $50,000 required for approval by Council prior to application, staff felt it appropriate to notify Council of the possibility of an award to the Town.

Budget Impact: There is no match required for this grant. Reporting of use of funds for this event will be submitted upon completion of the National Night Out in August 2024 by the Grants Manager.

Recommendation: Staff recommends that the Council approve the request to ratify the application for a grant for the Arizona Blue Cross Blue Shield Foundation for Community and Health Advancement Charitable Events in the amount of $2500 for Clarkdale's National Night Out Funding and authorize the Town Manager to sign all documents to accept the grant should it be awarded.

National Night Out

BCBSAZ Foundation for Community and Health Advancement Charitable Events

Town of Clarkdale

Mr. D.K. Green
39 N 9th St.
Town of Clarkdale, AZ 86324

dk.green@clarkdale.az.gov
O: 928-639-2400

Mr. D.K. Green

39 N 9th St.
Clarkdale, AZ 86324

dk.green@clarkdale.az.gov
O: 928-639-2400

Application Form

Terms and Conditions

Terms and Conditions Agreement*

Should my organization be funded through this opportunity, I certify that I have read through and agree to the provided terms and conditions.

Click here to download the Terms & Conditions

Yes

Organization Information

Name of Nonprofit*

Please use the operating name of your nonprofit. For example, if you have a DBA name, please provide the name here.

Town of Clarkdale

Legal Name*

Please use the name shown on your federal income tax return for the organization.

Town of Clarkdale

Mailing Address 1*

PO Box 308

Mailing Address 2

City*

Clarkdale

County*

Yavapai

ZIP Code*

86324

Website*
https://www.clarkdale.az.gov/

Head of Organization

First Name*
D.K.

Last Name*
Green

Title*
Grants Manager

Email address*
dk.green@clarkdale.az.gov

Verify email address*
dk.green@clarkdale.az.gov

Phone number*
928-639-2400

Point of contact for request

First Name*
D.K.

Last Name*
Green

Title*
Grants Manager

Email address*
dk.green@clarkdale.az.gov

Verify email address*
dk.green@clarkdale.az.gov

Phone number*
928-6339-2400

Amount of Funding Requested*
$2,500.00

Request Details

Event Name*
(tool tip: Heart Ball, Festival of the Trees Gala)

National Night Out

Organization type*
Education Institution

Primary Request Area of Focus*
Mental Health

Secondary Request Area of Focus (if applicable)
Health Equity

Request Details and Description*
Clarkdale's National Night Out is an annual community building campaign that promotes police and community relationships, neighborhood comradery and safer communities through activities and family friendly events. Residents can obtain information about public safety & healthy living. It shows our commitment to the well-being of all Clarkdale residents. The cost to host this event is $2500, hence the amount requested. We appreciate the consideration in supporting this wonderful community event.

Proceeds Benefit*
Mission statement and what will the funding proceeds support?

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 plan for the future with an emphasis on community engagement. Our vision for our community is to cultivate an environment where residents can feel safe and have the opportunity to thrive. The requested funds will support National Night Out, which fosters a sense of trust and well-being within our small town.

Community Need and Impact*

What does the funding support? Describe the population(s), demographic, county and geographic location served.

Situated at the base of Mingus Mountain, Clarkdale is a tight-knit rural community of less than 5,000 residents in Yavapai County in North Central Arizona. Clarkdale is often over-looked by visitors, though it is the gateway to Sycamore Canyon Wilderness Area, Historic Jerome, Tuzigoot National Monument, Old Town Cottonwood, Sedona and Flagstaff. Since its founding in 1912 as a "company town" for the local mine, most of the original infrastructure of Clarkdale has remained since. There is a strong tie to our town's history and many of our families go back several generations. Clarkdale's median income is $39,313. Though we are not necessarily wealthy, Clarkdale is a proud community and home to home to a wide variety nationalities, demographics and cultures, as we are adjacent to the Yavapai-Apache reservation as well as lower-income areas like Centerville and Patio Park. Our National Night Out is the one community event our residents look forward to each year, as they get a chance to be together, have fun, socialize, enjoy a complimentary meal, and they get a chance to interact with our police force - generally have a great night out! Thank you for your consideration to this cause.

Counties Served*

What county(s) does this Corporate membership/sponsorship serve?

Yavapai County

Levels and Associate Benefits*

Please attach the sponsorship/membership levels and benefits

Sponsorship Level.docx

Events

Event Date*

08/01/2024

Event Name*

(tool tip: Heart Ball, Festival of the Trees Gala)

National Night Out

Number of Table Guests

Number of guests and/or admissions included.

Number of Tables Included with Sponsorship

Number of tables included (if applicable).

Date attendee list is due to organization?*

08/01/2024

Meal cost per person
Meal cost per person (if applicable).

FMV per person, if N/A put $0

Event Time*
6pm - 8pm

Event Location*
(tool tip: Arizona Biltmore, Chase Field)

Outdoor

Event Attire*
Casual

Program Ad

Program Ad*
Is there a program ad associated with this sponsorship

No

File Attachment Summary

Applicant File Uploads

- Sponsorship Level.docx

Town of
Clarkdale
Post Office Box 308
Clarkdale, AZ 86324
Telephone: (928) 639-2400

Clarkdale National Night Out – August 2024

To whom it may concern,

We do not require a sponsorship level of any kind. We are simply asking for a donation of $2500 for our annual community event.
Thank you for your consideration.

Sincerely,

D.K. Green
Grants Manager
Town of Clarkdale

Staff Report

Item Number: 7.D.

Agenda Item: **Ratification of a Grant Application for Firehouse Subs**
Discuss, consider and act upon a request to ratify an application for the Firehouse Subs Grant for a new Police Rescue ATV valued at $35,759.36.

Staff Contact: D.K. Green, Grants Manager

Meeting Date: February 27, 2024

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

- Goal Area 2 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.

Background: Many of the emergency incidents our Police Department responds to are in areas where few paved roads exist and sometimes no roads exist at all. A rescue ATV enhances our Police Department's rescue capabilities by providing quick and efficient access to areas of rough terrain that had been previously inaccessible by our standard patrol vehicles, leading to delayed response time by our officers on foot. The Rescue ATV also has a gurney for remote rescue & recovery.

This grant application was submitted on Jan. 11, 2024. Though the grant amount is less than the $50,000 required for approval by Council prior to application, staff felt it appropriate to notify Council of the application as it is a potentially substantial reward.

Budget Impact: The grant request is for a Police Rescue ATV valued at $35,759.36. Should the Town be awarded the grant, the ATV shall be delivered on site at no additional cost to the Town, as shipping costs are included in the total grant value. There is no match required for this grant.

Recommendation: Staff recommends that the Council approve the request an application for the Firehouse Subs Grant for a new Police Rescue ATV valued at $35,759.36 and authorize the Town Manager to sign all documents to accept the grant should it be awarded.

Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: DK GREEN
Email: dk.green@clarkdale.az.gov
Phone: 9286392413
Fax:

Bill To: Town of Clarkdale
39 N 9th St.
Clarkdale, AZ 86324

Ship To: Town of Clarkdale
39 N 9th St.
Clarkdale, AZ 86324

Quote Number: QUO-53926-D7C7V4
Revision #: 1
Date: 1/10/2024 3:28 PM
Quote Expires: 2/9/2024

Contract Name: Polaris Direct
Contract #:
Expiration Date:

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Prepay - Other	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R24RRE99AJ	1	RANGER XP 1000 - Azure Crystal Metallic - 49 State	$20,299.00	$19,613.21	$19,613.21
2883966	1	Action - XP 1000's / Pro XD Custom Graphics for Fire or Law Enforcement	$909.99	$779.34	$779.34
2882911	1	1000 / XP 1000 Poly Sport Roof	$525.00	$385.38	$385.38
2883978	1	Action - XP 1000's / Pro XD Standard Emergency Light Kit	$5,399.99	$4,624.68	$4,624.68
2883980	1	Action - XP 1000's / Pro XD 30W Siren & PA System (works with Std or Dlx light package)	$769.99	$659.44	$659.44
2883874	1	RKO - XP 1000 / Crew XP 1000 Compact Rescue Skid w/Attendant Seat	$7,819.99	$6,697.22	$6,697.22
2889793	1	Pro Armor Single Row 40 in Combo Bar (7600 lumens)	$429.99	$368.25	$368.25
2889792	1	Pro Armor Single Row 20 in Combo Bar (4700 lumens)	$329.99	$282.61	$282.61

Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Prepay - Other	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
2883230	2	Full-Size Single Dash Light Bar Wire Harness (for rear lights - Crew req extension)	$99.99	$85.63	$171.26
5414966	1	Light Bar Wire Harness Roof Guide	$49.99	$42.81	$42.81
2889220	1	Full-Size Rearview Mirror	$79.99	$68.51	$68.51
2889243	1	ROPS Mounted Sideview Mirrors	$179.99	$154.15	$154.15

Comments: Ben Fearing
gov.info@polaris.com

SUBTOTAL	$33,846.86
INSTALL*	$412.50
FREIGHT	$1,500.00
TAX	$0.00
TOTAL	$35,759.36

Vehicle model year and color are subject to change dependent upon delivery date.

Acceptance and Payment Information

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact (Required)

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.

Staff Report

Item Number: 7.E.

Agenda Item: **Ratification of a Grant Application for Clubhouse Window Repair or Replacement**
Discuss, consider and act upon a request to ratify the application for a Cynthia Woods Mitchell Fund for Historic Interiors Grant from the National Trust for Historic Preservation in the amount of $15,000 to be used for window repair and/or replacement in the Clark Memorial Clubhouse.

Staff Contact: D.K. Green, Grants Manager

Meeting Date: February 27, 2024

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

- Goal Area 1 - Preserve and celebrate Clarkdale's unique, complex history.

Background: The Clark Memorial Clubhouse windows are in need of repair and/or replacement. This grant combined with future grants of the same nature could be used to help complete these needed repairs.

The deadline for application is March 1, 2024. We applied for the grant on Feb. 21, 2024, as we did not want to miss the deadline. We should be notified no later than July 1, 2024, if we receive this grant.

Though the grant amount is less than the $50,000 required for approval by Council prior to application, staff felt it appropriate to notify Council of the possibility of an award to the Town.

Budget Impact: There is no match required for this grant.

Recommendation: Staff recommends that the Council approve a request to ratify the application for a Cynthia Woods Mitchell Fund for Historic Interiors Grant from the National Trust for Historic Preservation in the amount of $15,000 to be used for window repair and/or replacement in the Clark Memorial Clubhouse and authorize the Town Manager to sign all documents to accept the grant should it be awarded.

Cynthia Woods Mitchell Fund for Historic Interiors: Guidelines & Eligibility

In July 1997, George P. Mitchell made a generous gift to the National Trust for Historic Preservation to establish the **Cynthia Woods Mitchell Fund for Historic Interiors** in honor of his wife. Learn more about Cynthia Woods Mitchell in this story. The purpose of the fund is to assist in the preservation, restoration, and interpretation of historic interiors. Grants from the Cynthia Woods Mitchell Fund for Historic Interiors generally range from $2,500 to $15,000. The selection process is very competitive.

Application and Review Timeline

The Cynthia Woods Mitchell Fund is an annual opportunity. **The next deadline will be March 1, 2024.** If the first of the month falls on a weekend, applications will be due on the following Monday. The application will be available about eight weeks before the deadline through the link at the bottom of this page. Applicants will be notified via email on July 1, 2024.

Eligible Applicants

Applicants must be either a public agency, 501(c) (3), or other nonprofit organization to be considered eligible. Individuals and for-profit businesses may apply only if the project for which funding is requested involves a National Historic Landmark. Programs of the National Trust are also eligible to apply for grants from the Favrot Fund. Applicants that have received previous National Trust financial assistance are eligible provided that all grant requirements are current.

No more than three grants will be awarded in any two-year period to a single grantee. Only one grant will be awarded per organization in any grant round. Only one grant will be awarded for a particular project phase.

Only Organizational Level Preservation Leadership Forum Members, Main Street America Community Members, and Main Street America General Members are eligible to receive funding from the Johanna Favrot Fund. Organizations do not need to have an active membership to apply for a grant, but selected grantees will be required to become members prior to the release of funds. Your membership status will be verified by our grants office once award decisions have been made.

If you have questions about your membership status, please email members@savingplaces.org.

Grant Conditions

Applicants must be capable of matching the grant amount dollar-for-dollar. A cash match is required and can come from private or public sources, or from income earned from registration fees or fundraising activities. Donated materials and services, staff salaries and organizational overhead costs are not eligible sources of a match. Other funding from the National Trust may not be used to match a Mitchell Fund grant. Other conditions include:

- Grants or matching funds cannot be used directly or indirectly to influence a member of Congress to favor or oppose any legislation or appropriation.
- Any documents or plans for preservation work that result from the project must conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
- At least three (3) competitive bids/quotes must be obtained for any procurement of services that exceed $50,000. This provision applies only to portions of the project supported by National Trust grant funds.
- Consultants must be approved by the National Trust before grant funds are disbursed.
- Favrot Fund grants cannot be used to pay staff salaries. Board members of the application organization cannot serve as consultants unless appropriate conflict of interest procedures are followed and documented.
- Grant recipients are required to sign a contract agreeing to the conditions of the program.
- Grant projects must begin within six months of award date. Failure to begin the project in this timeframe may result in the cancellation of the grant and you will need to reapply for funding.
- Grant recipients must include appropriate acknowledgment of National Trust financial support in all printed materials generated for the project.
- Within one year from the grant disbursement date, a final report and financial accounting of the expenditure of the grants must be submitted. An online final report form will be provided. If the project is not completed in accordance with the contract, the grant funds must be returned.

- Applicants must agree not to discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

Eligible Activities

Mitchell Fund grants are awarded for planning activities and education efforts focused on the preservation of historic interiors. Grants may be made for activities and projects such as:

- Obtaining professional expertise in areas such as architecture, planning, paint analysis, archeology, or graphic design
- Hiring a preservation architect to create an interior restoration plan
- Hiring a consultant to develop a conservation plan for an interior's textiles
- Producing a historic furnishings plan
- Sponsoring a workshop on the preservation of historic interiors
- Restoration, rehabilitation, stabilization, and preservation of designated historic interiors, including bricks-and-mortar interior construction

Ineligible Activities

- Academic research
- Fundraising-related activities
- Projects focused on the building's exterior

Eligible Expenses

- Fees for consultant services
- Speaker/faculty costs (honoraria, travel, and lodging), room rental for conferences
- Mailing costs for distribution of materials
- Web site development

- Materials and services such as printing, photographs, telephone, and supplies. With the exception of publications projects, these costs may not exceed 10 percent of the project budget.
- Interior construction or other capital improvement costs

Ineligible Expenses

- Staff or faculty salaries
- Organizational overhead costs
- Catering, food and beverage, entertainment
- Expenses incurred prior to award date

Criteria

The selection committee will place particular importance on the likelihood that a grant will make a significant contribution to the preservation, restoration, or interpretation of one or more historic interiors. The committee will also consider:

- The historic significance of the property to be assisted
- The extent to which the requested assistance will act as seed money to make a difference in preservation, restoring or interpreting the historic interior, including what other funds might be leveraged by an award
- The potential of the project to be a catalyst for further positive action to benefit other historic interiors, properties, neighborhoods, or communities
- The adequacy of plans for the future maintenance of the property or the continuation for the activity for which grant support is requested
- The need for funding and the urgency of the project
- The project’s timeline
- The project’s budget and the applicant’s proven ability to secure a match
- Evidence of community support for the project
- The long-term objectives or impact of the project
- The qualifications of the key personnel, including consultants
- The demonstrated ability of the applicant to complete preservation projects
- The potential to replicate the project in other communities

How to Apply

All applicants must complete the Cynthia Woods Mitchell Fund application form online. You will need the following items as part of your application:

- Up to six digital images of high quality (300 dpi) with caption and credit information
- Applicant's Internal Revenue Service determination letter of tax-exempt status. If tax-exempt status has not been fully approved by the IRS, please provide evidence of filing for certification and letter of opinion from an attorney concerning the applicant's tax status (nonprofit organizations)
- Resume of consultant for project (if the consultant has been chosen)
- Letter of consent from property owner (if applicant does not own property)
- Up to two letters of endorsement (optional)
- Completed Cynthia Woods Mitchell Fund for Historic Interios application form, which includes a budget section that outlines proposed expenses and revenue for the project.

National Trust grants staff can provide helpful guidance for the application process. If you have specific questions about your project's eligibility, please contact our grants staff at grants@savingplaces.org.

Application

Access the application for the Cynthia Woods Mitchell Fund for Historic Interiors.

You will be taken to the National Trust grants application system where you will need to create a user profile for your organization. If your organization has applied for a grant previously, you will sign into your existing organization profile. If you have questions please email us.

Staff Report

Item Number: 7.F.

Agenda Item: **Parks and Recreation Commission Youth Advisory Member**
Discuss, consider and act upon the recommendation from the Parks and Recreation Commission to add a Youth Advisory Member to the Commission.

Staff Contact: Joni Westcott, Parks and Recreation Director

Meeting Date: February 27, 2024

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

- Goal Area 2 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.
- Goal Area 3 - Enhance the quality and availability of parks, recreation, and cultural opportunities.

Background: At the Feb. 14 meeting, staff presented the Parks and Recreation Commission with the idea of adding a Youth Advisory position to the Commission. Adding this youth opportunity is an excellent initiative that brings numerous benefits to the community. Here are some reasons presented:

- **Representation** - Including a Youth Advisory position ensures that the perspectives and needs of younger members of the community are represented in discussions and decisions regarding recreation, events, and programming. This helps in creating a more inclusive and diverse approach to planning and implementing activities within the Parks and Recreation Department and the Town as a whole.
- **Engagement and Participation** - Young people often have unique insights, interests, and ideas that can enrich recreational programs and events. By involving them directly in the decision-making process, you can tap into their creativity, energy, and enthusiasm, leading to more engaging and relevant activities for the community.
- **Empowerment and Leadership Development** - Offering young individuals a seat at the table not only empowers them to voice their opinions but also fosters their leadership skills and civic engagement. Serving as youth advisors allows them to gain valuable experience in advocacy, collaboration, and problem-solving, preparing them to become future leaders in their communities.

- **Enhanced Program Effectiveness** - By consulting with youth advisors, the Parks and Recreation Commission can gain insights into the preferences, interests, and needs of younger demographics, enabling them to tailor programs and events more effectively. This can lead to higher participation rates and increased satisfaction among young people and families utilizing recreational facilities and services.
- **Community Building** - Incorporating youth perspectives into decision-making processes helps to strengthen connections between different generations within the community. It promotes intergenerational understanding, cooperation, and solidarity, fostering a sense of belonging and unity among residents of all ages.
- **Demonstration of Commitment to Youth** - Establishing a Youth Advisory position sends a clear message that the Town values the input and involvement of young people in shaping the future of the community. It demonstrates a commitment to youth empowerment and ensures that their voices are heard and respected in matters that affect them directly.

Details of the process and information provided to candidates on the application include:

- Applicants must be between the ages of 14 and 17 and reside in the Town of Clarkdale.
- The Parks and Recreation Commission is an advisory commission that makes recommendations to the Town Council on park development, recreational activities, programming, and community services.
- This is a volunteer position.
- If selected, you will be required to attend a minimum of one (1) meeting a month located at the Clark Memorial Clubhouse on the second Wednesday of each month at 5 p.m. Advisors are also encouraged to attend and assist with Town sponsored events.
- Youth Commissioner's will join the Commission at the Council dais for meetings, participate in discussions, and make official recommendations to the Commission.
- Applicants will go through an interview process like all Commissioners and, if selected, will begin a one (1) year advisory period once approved by the Council. The Boards and Commissions interview committee consists of two (2) department directors, two (2) Council members, and the Town Clerk.
- Applicants are required to have a minimum of two (2) letters of recommendation from school staff stating why the applicant would be a good candidate for the Parks and Recreation Commission Youth Advisory position.

In addition, the parent or guardian must sign the application with an understanding of the commitment they and their child are signing up for.

Following a discussion, the Commission unanimously voted to move forward with a recommendation to the Council for this position.

Budget Impact: No budget impact.

Recommendation: Staff recommends that the Council approve the Parks and Recreation's request to add a Youth Advisory Member to the Commission.

Town of Clarkdale
Parks and Recreation Commission
Youth Advisor Application

Before you begin….

Thank you for considering joining the Parks and Recreation Commission as a Youth Advisor. Some things to keep in mind before you complete your application:

- Applicants must be between the ages of 14 and 17 and reside in the Town of Clarkdale.
- The Parks and Recreation Commission is an advisory commission that makes recommendations to the Town Council on park development, recreational activities, programming, and community services.
- This is a volunteer position.
- If selected, you will be required to attend a minimum of one (1) meeting a month located at the Clark Memorial Clubhouse on the second Wednesday of each month at 5 p.m. Youth Advisors are encouraged to attend and assist with Town sponsored events.
- Youth Advisors will join the Commission at the Council dais for meetings and participate in discussions and make official recommendations to the Commission.
- Applicants will go through an interview process like all Commissioners and if selected will begin a one (1) year advisory period once approved by the Council.
- Applicants are required to have a minimum of two (2) letters of recommendation from school staff stating why the applicant would be a good candidate for the Youth Parks and Recreation Commission Advisor.

Contact Information

Applicant Contact Information

Name:_____ Date:_____

Physical Address:_____

Mailing Address:_____

Phone Number:_____ Email Address:_____

What is your preferred way of communication:

Email_____

Phone Call _____

Phone Text _____

Parent Contact Information:

Name:_____ Email Address: _____

Phone Number: _____

Required Information

Are you now or have you ever volunteered with the Town of Clarkdale? Yes_____ N o _____
If yes, please share what your position was and who you worked with. _____

Are any of your relatives employed by the Town of Clarkdale? Yes_____No_____

Do you understand fully the commitment required for the position (i.e. attending monthly meetings, assisting with events)? Yes____No_____

Will you have the time to read over materials before the meeting each month? Yes_____No _____

Why are you interested in the Parks and Recreation Commission?

Do you have any specific qualifications that would benefit the Parks and Recreation Commission?

Please list any groups or organizations that you have been or are currently involved with and why you enjoy that group or organization.

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

References

Please attach a minimum of two (2) recommendation letters.

Parental Commitment

The Town of Clarkdale is taking this position very seriously and it is essential that parents/guardians are committed to the child's role as a Youth Advisor for the Parks and Recreation Commission. By signing below, you understand that your child will need transportation to and from Commission meetings that take place on the second Wednesday of each month at 5 p.m. as well as occasional events throughout the year. The period for this position is one (1) year with the option to reapply at the end of the term.

Signature

By signing below, I understand and agree that:

1. Any material misrepresentation or deliberate omission of a fact in my application may be justification for refusal of application, or if appointed, removal from the commission.

2. The Town of Clarkdale has my permission to verify all data given in this application, related papers, or oral interviews. I authorize such verification and the giving and receiving of any information requested by the Town of Clarkdale, and I release from liability any person giving or receiving any such information. I understand that falsification of data so given or other derogatory information discovered may prevent my being appointed, or if appointed, may subject me to removal as the Youth Advisor.

3. I have the time available to attend meetings and prepare for meetings by reading written material provided by staff.

4. This application is a public record, and as such may be disclosed to the public under Arizona's Public Records Laws. The applicant's name may also appear on the Town's website. Please call the Town Clerk at 928-639-2400 if you have any questions or concerns about the disclosure of specific information.

The Town Council makes the final selection based on the recommendation from the interview panel. The Town of Clarkdale does not discriminate against candidates based on race, color, creed, sex, national origin, age, handicap, or other protected groups under state, federal or local equal opportunity laws.

Applicant Signature:_____Date: _____

Parent Signature:_____ Date:_____

Where to send your application

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

or

Email your application to: townclerk@clarkdale.az.gov

or

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

Staff Report

Item Number: 7.G.

Agenda Item: **Clarkdale Historical Society and Museum Facilities Use Agreement**
Discuss, consider and act upon the 2023-2024 Reimbursement Agreement for the use of Town Facilities by the Clarkdale Historical Society and Museum.

Staff Contact: Joni Westcott, Parks and Recreation Director

Meeting Date: February 27, 2024

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

- Goal Area 1 - Preserve and celebrate Clarkdale's unique, complex history.
- Goal Area 2 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.
- Goal Area 3 - Enhance the quality and availability of parks, recreation and cultural opportunities.

Background: The Clarkdale Historical Society and Museum (CHSM) has been a part of the Town's Facility Use Annual Agreement program since 2011. It was not renewed in July of Fiscal Year 2023 because they were working on inventory documents regarding the Deed of Gift agreement with the Town. This is now complete; therefore, staff would like the Council to review the request for facility use by CHSM.

CHSM has a current strategic plan aimed at increasing "history awareness" events in the community. This is accomplished with initiatives such as "First Fridays" historical presentations and free monthly clubhouse tours for community members and visitors. These efforts demonstrate CHSM's commitment to educating the community about the history and heritage of Clarkdale.

The Town has also had a separate Lease Agreement with CHSM since August 2011, providing the two-story Town-owned facility at 900 First North Street to CHSM at no charge. The lease outlines the responsibilities of CHSM, including conducting regular events, operating a museum open to the public, adhering to lease and/or loan agreements, and other agreed-upon responsibilities.

Overall, CHSM's activities, as outlined in the agreements and strategic plan,

play a significant role in preserving and promoting Clarkdale's history and heritage. The partnership between CHSM and the Town of Clarkdale supports these efforts and enhances the cultural richness of the community.

Each year the annual agreement holders can request modifications to their prior capacities of facility use for the Council's consideration (attachment A).

FACILITY	**DAYS**	**EVENT**
Clark Memorial Clubhouse Men's Lounge	Up to 3 Days Per Year **(Increase of 2)**	Annual Meeting / Conferences with peer Historical Societies
Clark Memorial Clubhouse Auditorium	Up to 10 Days per Year Same **(No change)**	History Presentations including First Friday "In Their Own Words" discussion. Access to the facility for day before set-up is required.
Clark Memorial Clubhouse/Other	Up to 12 Days per year on third Wednesday of Each Month; Infrequent Special request tours subject to facility availability and with minimum of 48 hours advance notice. **(More formalized and specific)**	Tours of the Town of Clarkdale's historic Clark Memorial Clubhouse – 9:45 am to 11:30 am
Ticket Booth / Closet in CMCH Auditorium Foyer	365 Days per year **(New request)**	Storage for CHSM Sound Equipment that is used exclusively in the Town's Facility
Vendor / Informational / Educational Booth	1 Day Per Year is history **(More specific)**	Old Fashioned 4th of July; spot adjacent to concrete pad to the right of the bandstand
CMCH Complex Parking Lot / Restroom Access	1 Day per year on Saturday in April – Not to conflict with MUHS Prom Weekend **(More specific)**	Annual Parking Lot Plant Sale: Access to Parking Lot required Friday afternoon prior to event for set up
Clark Memorial Clubhouse Ladies' Lounge	Up to 2 Days per year **(New request)**	Conferences with peer Historical Societies

A summary of additional CHSM requested changed for FY24 are as follows:

- A request to use the facility at no charge in recognition that the Historical Society activities are a civic service for the benefit of the Town's citizens and its functions are an extension of the Town of

Clarkdale's former Heritage Conservancy Board.

- Event Reservations shall be on a first come – first served basis without regard to potential revenue that would be collected by a competing event. Society will make every effort to be flexible, but recognition must be made that when recurring events are advertised in advance, there is an expectation by the public that they will occur.

For additional requests from CHSM, please see attachment A, as submitted by CHSM.

Staff recommends acceptance of all changes proposed by CHSM excluding the following:

- Fee waiver.
- First come first served without regard to potential revenue (Exception was made to First Fridays and the Plant Sale.)
- Removal of "The Town reserves the right to require Clubhouse Ambassador…".
- Removal of "If the TOWN On-Call Public Works staff member has to be called out…".
- Specific location for the 4th of July Ice Cream Social. (May not always be available.)
- Ticket booth storage of CHSM equipment 365 days. (Storage location to be determined by staff.)
- If the facility is defaced…TOWN has the right to void the agreement.

The cost for CHSM's use of Town facilities was previously set at the following discounted rates; which are consistent with other agreement holders for FY 2034/2024.

Facility	Standard Resident & Non-Profit Fee/Cost - 24 hrs.	Annual Facility Use Agreement Fee/Cost – 24 hrs.	Discount Fee/Cost - 24 hrs.
Clubhouse Auditorium	$568.00	$48.00	($520.00)
Clubhouse Men's Lounge	$448.00	$22.00	($426.00)
Clubhouse Ladies' Lounge/Kitchen	$448.00	$37.50	($410.50)

Budget Impact: Minimal budget impact.

Recommendation: Staff recommends that the Council approve the proposed Facility Use Agreement with an expiration date June 30, 2024

Attachment A:
Clarkdale Historical Society and Museum
Request of Contract Changes

WHEREAS, The Clarkdale Historical Society & Museum, a nonprofit organization, provides a civic public service by executing its mission: *"Through its collections, public programs and preservation activities, the mission of CHSM is to foster a deep understanding and appreciation of Clarkdale's and the region's rich history as well as support economic development and contribute to a higher quality of life for its citizens."*

THIS AGREMENT made and entered into as of the 1st day of July 2023, by the Town of Clarkdale, Arizona, "hereinafter referred to as "TOWN", and the Clarkdale Historical Society and Museum, hereinafter referred to as "SOCIETY".

For and in consideration of the mutual covenants hereinafter set forth, the Town hereby allows the Society to use the following owned property at no charge in recognition that the Historical Society activities are a civic service for the benefit of the Town's citizens and its functions are the extension of the Town of Clarkdale's former Heritage Conservancy Board.

Facility	Days	Event / Use
Clark Memorial Clubhouse Men's Lounge	Up to 3 Days Per Year	Annual Meeting / Conferences with peer Historical Societies
Clark Memorial Clubhouse Auditorium	Up to 10 Days per Year	History Presentations including First Friday "In Their Own Words" discussion. Access to the facility for day before set-up is required.
Clark Memorial Clubhouse/Other	Up to 12 Days per year on third Wednesday of Each Month; Infrequent Special request tours subject to facility availability and with minimum 48 hours advance notice.	Tours of the Town of Clarkdale's historic Clark Memorial Clubhouse – 9:45 am to 11:30 am
Ticket Booth / Closet in CMCH Auditorium Foyer	365 Days per year	Storage for CHSM Sound Equipment that is used exclusively in the Town's Facility
Vendor / Informational / Educational Booth	1 Day Per Year is history	Old Fashioned 4th of July; spot adjacent to concrete pad to the right of the bandstand
CMCH Complex Parking Lot / Restroom Access	1 Day per year on Saturday in April – Not to conflict with MUHS Prom Weekend	Annual Parking Lot Plat Sale; Access to Parking Lot required Friday afternoon prior to event for set up
Clark Memorial Clubhouse Ladies' Lounge	Up to 2 Days per year	Conferences with peer Historical Societies

Attachment A:
Clarkdale Historical Society and Museum
Request of Contract Changes

I Term – July 1, 2023, to June 30, 2024

If the facility used by Society is defaced in any way due to the Society's negligence, the Town has the right to immediately void this agreement. (Note: TOWN is protected by CHSM Insurance Policies.)

II. SCHEDULING OF FACILITIES

Society shall provide notice to the Town before it shall organize and conduct events / meetings including, but not limited to disclosing information regarding the nature, dates, purpose, location, and details of the event. Event Reservations shall be on a first come – first served basis without regard to potential revenue that would be collected by competing event. Society will make every effort to be flexible, but recognition must be made that when recurring events are advertised in advance, there is an expectation by the public that they will occur.

The Society shall execute and submit all required Town Facility use documents at least 30 days prior to each event date whenever feasible.

III USE: No Changes

IV: RULES FOR USE: Strike #7 as all events are overseen by members of the CHSM Board of directors and Town has assurances of insurance coverage in Section VII.

Strike #9 as we have been informed in the past that Town does not offer this accommodation.

Strike # 10 – We would not call out the on-call public works staff member for non-emergency or illegitimate matter regarding the TOWN'S facility.

Amend #10 to recognize that the town's chair and table dollies are on wheels.

V. CONSIDERATION – Strike Fee Schedule

VI. INDEMNITY– No Change

VII. LIABILITY INSURANCE – No Change

IX through XVII – No Changes

ATTACHMENT B

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

Recitals

WHEREAS, the Clarkdale Historical Society and Museum, a nonprofit organization, provides public service by executing its mission: *"Through its collections, public programs and preservation activities, the mission of CHSM is to foster a deep understanding and appreciation of Clarkdale's and the region's rich history as well as support economic development and contribute to a higher quality of life for its citizens."; and*

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

Agreement

THIS AGREEMENT made and entered into as of the 27th day of February 2024, by the Town of Clarkdale, Arizona, hereinafter referred to as "**TOWN**", and the Clarkdale Historical Society and Museum, hereinafter referred to as **"SOCIETY".**

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

Facility	Days	Event
Clark Memorial Clubhouse Men's Lounge	Up to 3 Days per year	Annual Meeting/Conferences with peer Historical Societies
Clark Memorial Clubhouse Auditorium	Up to 10 Days per year	History presentations including First Friday's Events (Day-before-setup will be at no charge to CHSM)
Clark Memorial Clubhouse/Other	Up to 12 Days per year on third Wednesday of Each Month; Infrequent Special request tours subject to facility availability and with minimum 48 hours advance notice.	Tours of the Town of Clarkdale's historic Clark Memorial Clubhouse – 9:45 am to 11:30 am

CMCH location to be determined	365 Days per year	Storage for CHSM Sound Equipment that is used exclusively in the Town's Facility
Vendor/Informational/Educational Booth	1 Day per year is history	Old Fashioned 4th of July (spot adjacent to concrete pad to the right of the bandstand when available.)
CMCH Complex Parking Lot / Restroom Access	1 Day per year on Saturday in April – Not to conflict with MUHS Prom Weekend	Annual Parking Lot Plant Sale; Access to Parking Lot required Friday afternoon prior to event for set up
Clark Memorial Clubhouse Ladies' Lounge	Up to 2 Days per year	Conferences with peer Historical Societies

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

I. TERM

The term of this agreement shall be from Feb. 27, 2024, to June 30, 2024.

If the facility used by **SOCIETY** is defaced in any way because of the use by the **SOCIETY**, the **TOWN** has the right to immediately void this agreement.

II. SCHEDULING OF FACILITIES

SOCIETY shall provide notice to the **TOWN** before it shall organize and conduct events/meetings, including, but not limited to, disclosing information regarding the nature, dates, purpose, location, and details of the event. Reservations for First Fridays and the Plant Sale shall be on a first come first served basis without regard to potential revenue that would be collected by competing event.

Preference will be given to scheduling events that are Town of Clarkdale sponsored activities and events where the **TOWN** will be reimbursed for expenses. The **TOWN** will notify **SOCIETY** in writing if an event is rejected and those items which specifically lead to the rejection. The **TOWN**'s acceptance of said event shall not be unreasonably withheld.

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

If **SOCIETY** has not vacated the premises by the ending time(s) scheduled for a specific event, additional reimbursement costs will be due. Said costs will be determined by the **TOWN** at an amount to cover additional staff time or loss of other revenues caused by the **SOCIETY**. The

TOWN reserves the right to have a member or members of **TOWN** staff on the premises during any period the facility is in use by the **SOCIETY**.

III. USE

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

IV. RULES FOR USE

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

1. The person who signs the agreement is the responsible party. This person must be a member of the **SOCIETY** board. This responsibility includes informing everyone involved of the rules of the agreement.

2. No smoking is allowed in any building or public facility owned by the **TOWN.**

3. No alcohol is allowed in any building or public facility owned by the **TOWN** except those functions which have applied for and received specific prior approval by the **TOWN** for use of alcohol.

4. At an approved alcohol event, the Event with Alcohol Deposit as stipulated in the **TOWN**'s current Fee Resolution is applicable.

5. At an approved alcohol event, Event Security will be required with a minimum of at least one (1) present, the total number of which shall be determined by the Clarkdale Police Department. Event Security is defined as a certified police officer, or a certifiable individual as determined and approved by the Clarkdale Police Chief. If Event Security is required, the **SOCIETY** shall reimburse the **TOWN** the cost for said Officer's time and administrative costs at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.

6. The **TOWN** reserves the right to require Event Security presence with certain non-alcohol events. This requirement will be determined on a case-by-case basis by the **TOWN**. Event Security is defined as a certified police officer, or a certifiable individual as determined and approved by the Clarkdale Police Chief. If Event Security is required, the **SOCIETY** shall reimburse the **TOWN** the cost for said Officer's time and administrative costs at the hourly rate and fees set forth in the current **TOWN** Fee Schedule.

7. The **TOWN** reserves the right to require Clubhouse Ambassador Staff presence at any event. This requirement will be determined on a case-by-case basis by the **TOWN**. Clubhouse Ambassador Staff is defined as any on-site facility support. If a Clubhouse

Ambassador is required **SOCIETY** shall reimburse the **TOWN,** the cost for said Clubhouse Ambassador Staff at the hourly rate and fees set forth in this Agreement.

8. Special arrangements may be made by the **SOCIETY** and considered by the **TOWN** on a case-by-case basis to accommodate rental company deliveries/pick-ups. If approved, special arrangements will be described in writing, listing delivery/pick-up expectations.

9. If the **TOWN** On-Call Public Works staff member is called out to assist the **SOCIETY** for a non-emergency, the **SOCIETY** shall reimburse the **TOWN** the actual cost for said employee's time and administrative costs at the hourly rates and fees set forth in the current **TOWN** Fee Schedule.

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

11. No dragging or rolling of any item(s)with exception of items on wheeled carts, across **TOWN** facility floors unless the floors have been adequately protected. It is at the **TOWN**'s discretion as to what meets "adequate" protection and prior to any work commencing a **TOWN** representative must first inspect and approve prior to any item(s) being dragged or rolled across **TOWN** facility floors.
12. Any event preparations requiring protection of **TOWN** facility surfaces is required to be inspected and approved by a **TOWN** representative prior to any work commencing.

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

14. All decorations, displays or props to be constructed, including, but not limited to, taping, texturing and/or painting, will have all work performed outside of **TOWN** facilities. Any such work requested to be performed inside a **TOWN** facility require protection of floors and walls beforehand and such protection shall be inspected and approved by a **TOWN** representative prior to commencing. Method of proposed protection for walls and floors is to be provided to the **TOWN** representative prior to installation.

15. There will be no stapling, nailing, tacking, taping, or gluing on the floors, walls, ceilings, moldings, doors and/or furniture, etc. of **TOWN** facility for any purpose at any time.

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

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

18. Spills will immediately be cleaned by the **SOCIETY** and reported to the **TOWN**. Any required additional cleaning of spills in the facility will be performed by the **TOWN**.

19. In the event of damage to or on the floor or walls of **TOWN** facility, said damage is to be reported immediately to the **TOWN** for any resulting action to be directed accordingly.

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

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

22. Heating/Cooling will be returned to the temperature they were set at prior to any event at days end and at the conclusion of any event.

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

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

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

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

27. The **TOWN** may require additional restroom facilities on site for larger events. Should this be a requirement, arrangements for providing such facility(s) including additional costs associated will be the responsibility of the **SOCIETY**.

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

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

V. CONSIDERATION

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

FACILITY	***FEE***
Clubhouse Auditorium	*$48.00 per day or any portion thereof; and/or*
Clubhouse Men's Lounge	*$22.00 per day or any portion thereof; and/or*
Clubhouse Ladies' Lounge/Kitchen	*$37.50 per day or any portion thereof; and/or*
Town Park Gazebo	*N/C*
Vendor/Informational/Educational Booth	*N/C*
Exterior Electricity	*$25.00 per day or any portion thereof; and/or*
$16.00 per hour for presence of Clubhouse Ambassador required during events; and/or	
*Any appropriate **TOWN** Fees as stipulated in the **TOWN**'s most recent Fee Schedule Resolution.*	
Reimbursement Fees will be charged as appropriate for each approved Special Event.	

Total fees for any event will be estimated by the **TOWN** based on information provided by the

SOCIETY in a Facilities Use rental document. Payment to the **TOWN** is required thirty (30) days prior to the event date. These charges are agreed upon by the parties to be reasonable reimbursement to the **TOWN** for utility and customary charges incurred by reason of the **SOCIETY**'s use of the **TOWN**'s facilities for the **SOCIETY**'s educational and recreational uses.

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

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

VI. INDEMNITY

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

VII. LIABILITY INSURANCE

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

VIII. LIQUOR LIABILITY INSURANCE

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

IX. ATTORNEY'S FEES

In any suit which may be brought by either party to enforce this Agreement, or any part hereof,

or to recover damages for the breach hereof, the Court, sitting without a jury, shall award a reasonable amount as and for attorney's fees to the prevailing party.

X. NON-WAIVER OF STATUTORY LIMITATION OF LIABILITY

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

XI. APPLICABLE LAW

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

XII. MEDIATION

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

XIII. OTHER PROVISIONS

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

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

The **SOCIETY** shall comply with Yavapai County Health Codes for the serving of food.
The **TOWN** reserves the right to limit activities using water pursuant to Town Code Chapter 19, Article 19-11 Drought and Water Shortage Preparedness Plan.

XIV. SEVERABILITY

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

XV. CANCELLATION OF AGREEMENT

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

XVI. NOTICE

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

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

To **SOCIETY**:
Clarkdale Historical Society & Museum
ATTN: Michael Lindner
PO Box 806
Clarkdale, AZ 86324

XVII. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement the 27th day of February 2024.

TOWN OF CLARKDALE

Robyn Prud'homme-Bauer, Mayor
PO Box 308
Clarkdale, AZ 86324
(928) 639-2400

CLARKDALE HISTORICAL SOCIETY AND MUSEUM

Michael Lindner, President/Chairperson
PO Box 806
Clarkdale, AZ 86324
(928) 649-1198

(Town of Clarkdale Seal)
ATTEST:

Charity Brooks, Town Clerk