



**NOTICE OF A REGULAR MEETING OF THE TOWN COUNCIL  
OF THE TOWN OF CLARKDALE  
TUESDAY, AUGUST 12, 2025 AT 6:00 PM**

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

OR

Join Zoom Meeting

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

Meeting ID: 882 0641 9646

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

**Town of Clarkdale Vision**

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

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

PURSUANT TO A.R.S. §38-431.02, NOTICE IS HEREBY GIVEN to the members of the Common Council of the Town of Clarkdale and to the general public that the Town of Clarkdale Town Council will hold a Regular Meeting open to the public on Tuesday, August 12, 2025, at 6:00 PM in a hybrid meeting via Zoom Video Conference or in person at 19 N. Ninth Street, Clarkdale, Arizona, Clark Memorial Clubhouse, Men's Lounge. Members of the Clarkdale Common Council will attend either in person or by telephone, video or internet conferencing. Pursuant to A.R.S. §38-431.03, the Council may vote to recess the meeting and move into Executive Session on any item, which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at [www.clarkdale.az.gov](http://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. STAFF INTRODUCTIONS**

**A. Swearing-In of new Police Officer Darren Ehrenburg.**

**B. Swearing-In of Police Department Administrative Supervisor Ashley Beale.**

#### **5. REPORTS**

**A. Current Events – (submitted electronically)**

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

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

**B. Organizational Reports – (submitted electronically)**

Reports regarding regional organizations submitted electronically:

- VVTPO – Verde Valley Transportation Planning Organization
- NACOG - Northern Arizona Council of Governments
- NAMWUA - Northern Arizona Municipal Water Users Association
- TPAC – Transportation Policy Advisory Council
- VFLC – Verde Front Leadership Council
- Sustaining Flows Committee
- Yavapai Communities for Young Children
- Vulnerable Road Users SHSP Emphasis Area Team
- NACOG Community Action Board (CAB)

#### **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**

Consider and act upon the draft minutes from the regular meetings held on July 8, 2025, and July 22, 2025.

**B. Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services Between Yavapai County and the Town of Clarkdale**

Consider and act upon an Intergovernmental Agreement (IGA) between Yavapai County and the Town of Clarkdale for Emergency Management and Disaster Services.

## 7. NEW BUSINESS

### A. Governor's Heritage Preservation Honor Award

The State Historic Preservation Office (SHPO) will present the Council with the Governor's Preservation Honor Award for the Clarkdale Bandstand Rehabilitation Project.

### B. National Opioid Settlement

Discuss, consider and act upon a request to participate in the Purdue Estate Direct Settlement as part of the National Opioid Settlement.

### C. Rejection of Grant of Easement of Trails in Mountain Gate Subdivision

Discuss, consider and act upon a Rejection of Easement for the easements recorded by the Mountain Gate HOA and Mountain Gate Clarkdale L.L.C.

### D. Update from the Fifty-Seventh Legislature's First Session

Presentation and discussion only of the Legislative Update from the Fifty-Seventh Legislature's First Session.

## 8. FUTURE AGENDA ITEMS

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

## 9. ADJOURNMENT

### Values

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

#### COPPER

Customer focused

Open, transparent and equitable

Preserving our history, charm, and environment

Planning for a sustainable future

Economic and social resiliency

Resourceful and innovative

### Mission

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

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



From the office of Mayor Prud'homme-Bauer

## July 2025 Report

### Regularly Held Monthly Meetings:

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

### Other Meetings, Events, Emails and Phone Calls:

- Attended the July 4<sup>th</sup> event in the Park and rode on the fire truck. FUN!
- Attended the Municipal Property Corporation annual meeting.
- Attended the Verde Valley Community Development Organizations Marketing Task Force meeting.
- Attended the Tourism Marketing Working Group meeting.
- Gave a presentation at the Cottonwood Rotary about what's going on in Clarkdale.
- Attended the Zoning Code meeting on the housing study presentation.
- Virtually attended a preparation meeting for the upcoming Center for the Future of Arizona event prior to the LACT conference. I will be doing a presentation on Clarkdale and community engagement.
- Attended the celebration of life event for Elaine Bremner in the clubhouse.
- Lunch with Darla DeVille and the Town Manager.
- Attended the quarterly meeting of Verde Front Leadership Council.
- Attended a monthly meeting on the airplane noise with Ken Witcher, Ann Shaw, Nikki Check, and Rodney Probst.
- Stopped by the Boards & Commissions Open House.

Upcoming events: Concerts in the Park.



From the office of Vice Mayor Hunseder

## July 2025 Report

- 07/04/25 – Attended Old-Fashioned 4<sup>th</sup> of July Clarkdale Celebration.
- 07/07/25 – One-on-one with Town Manager Guthrie.
- 07/08/25 – Town of Clarkdale Council Meeting.
- 07/18/25 – Attended 75<sup>th</sup> Anniversary reception at Law Offices Boyle, Pecharich, Cline, Whittington & Stallings.
- 07/19/25 – Attended Clarkdale Concert in the Park.
- 07/21/25 – Met with the Mayor and Town Manager Guthrie regarding CDBG funds.
- 07/22/25 – Town of Clarkdale Council Meeting.
- 07/24/25 – NACOG Executive Committee Meeting and Open Meeting Law Training.
- 07/26/25 – Attended Elaine Bremner Memorial.



From the office of Council Member O'Neill

## July Report

- 7-4 Volunteered at the pancake breakfast and rode the firetruck in the parade. I love Clarkdale!
- 7-8 One-on-one meeting with Town Manager Guthrie; Council meeting.
- 7-18 Attended NAMWUA TAC and Board meeting.
- 7-19 Attended Concert in the Park.
- 7-22 Council meeting.
- 7-25 Distributed brochures for Boards and Commissions recruiting.
- 7-31 Attended Boards and Commissions open house.



From the office of Council Member Babbitt-Pierce

## July Report

July 4 - Clarkdale's Old Fashioned 4<sup>th</sup> of July.

July 7 - ADOT Vulnerable Highway Users Committee Call; meeting with Town Manager Guthrie.

July 8 - Town Council Meeting.

July 10 – TPAC.

July 17 - Greater Verde Valley Chamber of Commerce Mixer.

July 22 - Town Council Meeting.

July 29 - Meeting with Clarkdale Residents.



From the office of Council Member Jones

July 2025  
Council Member Report

- 7/4/25      Attended the Clarkdale 4<sup>th</sup> of July Celebration.
- 7/7/25      Met with Susan Guthrie, Town Manager.
- 7/8/25      Attended Water Report Card Review.  
              Attended Town Council Meeting.
- 7/24/25     Attended Joint Meeting CAC and Housing Work Group.



# Staff Report

Item Number: 6.A.

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|                               |                                                                                                                                          |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Agenda Item:</u></b>    | <b>Approval of Minutes</b><br>Consider and act upon the draft minutes from the regular meetings held on July 8, 2025, and July 22, 2025. |
| <b><u>Staff Contact:</u></b>  | Charity Brooks, Town Clerk                                                                                                               |
| <b><u>Meeting Date:</u></b>   | August 12, 2025                                                                                                                          |
| <b><u>Strategic Goal:</u></b> | Not applicable.                                                                                                                          |
| <b><u>Background:</u></b>     | Review of the draft minutes from the regular meetings held on July 8, 2025, and July 22, 2025.                                           |
| <b><u>Budget Impact:</u></b>  | No budget impact.                                                                                                                        |
| <b><u>Recommendation:</u></b> | Staff recommends that the Council approve the draft minutes from the regular meetings held on July 8, 2025, and July 22, 2025.           |



**SUMMARIZED MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL  
OF THE TOWN OF CLARKDALE  
TUESDAY, JULY 8, 2025 AT 6:00 PM**

(To listen to the full audio of the meeting, please visit [www.clarkdale.az.gov](http://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; Lou Andersen, Public Works Director; D.K. Green, Grants Manager; Ruth Mayday, Assistant Town Manager; Randy Taylor, Police Chief

**Zoom:** Two members of the public were present.

**Audience:** Approximately eight members of the public were present.

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

**2. ROLL CALL** - *All members present.*

**3. PUBLIC COMMENT**

*Heather Markham-Creasman – Clarkdale resident in Mountain Gate. She would like to see sidewalks that connect Mountain Gate to Clarkdale to aid in safety and independence for people in wheelchairs.*

*Paul Creasman – Clarkdale resident in Mountain Gate. Concerned about lack of sidewalks on Clarkdale Parkway.*

*Town Manager Susan Guthrie shared that sidewalks on Clarkdale Parkway and Cement Plant Road are under design.*

*Cory Harkey – Verde Valley Fire Department – Provided an update on the recent Orchard Fire near Yavapai College.*

**4. REPORTS**

**A. Current Events – (submitted electronically)**

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

- Mayor's Report
- Vice-Mayor's Report

- Councilmembers' Reports

## **B. Organizational Reports – (submitted electronically)**

Reports regarding regional organizations submitted electronically:

- VVTPO – Verde Valley Transportation Planning Organization  
*No meeting.*
- NACOG - Northern Arizona Council of Governments  
*Discussion included a recap of last year and reduced funding.*
- NAMWUA - Northern Arizona Municipal Water Users Association  
*Meeting next Friday.*
- TPAC – Transportation Policy Advisory Council  
*Working on Regional Projects Priority List.*
- VFLC – Verde Front Leadership Council  
*Will meet at the end of July.*
- Sustaining Flows Committee  
*No meeting.*
- Yavapai Communities for Young Children  
*No meeting.*
- Vulnerable Road Users SHSP Emphasis Area Team  
*Discussion regarding what ADOT can do better when planning new roadways and creating a new educational piece.*
- NACOG Community Action Board (CAB)  
*No meeting.*

## **5. MEMORANDUM TO COUNCIL**

### **A. Special Event Liquor License Recommendation**

*Information provided by the Clarkdale Police Department regarding the approval of a Special Event Liquor License for the 11th Annual Clarktoberfest on Saturday, Oct. 4, 2025.*

## **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**

Consider and act upon the draft minutes from the special meeting held on June 16, 2025; the draft minutes from the special meeting on June 24, 2025; and the draft minutes from the regular meeting held on June 24, 2025.

### **B. Ordinance #440 - Zone Change Request from Single-Family and Limited Multiple-Family (R2) to Commercial**

Consider and act upon Ordinance #440, regarding a zone change request for Application No. PC-250024, APN 400-07-026F (414 Peace Garden Path, Clarkdale, AZ, a 5.37-acre lot) to change the zoning designation from Single Family and Limited Multiple Family Residential (R2) to Commercial (C), to accommodate the establishment of an Arts and Wellness Center.

### **C. Ordinance #442 - Amending the Final Plat for The Crossroads at Mingus**

Consider and act upon Ordinance #442, amending the final plat for The Crossroads at Mingus by combining Lots 11 and 12, and waive the statutory hearing process as provided in Chapter 12, Subdivision Regulations, Section 12-1-090 Re-subdivision of Land.

**D. Personnel Budget Increase in Community Development**

Consider, and act upon increasing the personnel budget in Community Development for the FY2025-2026 Budget.

**Action: Approve consent agenda items A thru D as presented:**

**Motion:** Council Member O'Neill

**Second:** Vice Mayor Hunseder

**Vote:** Approved 5-0

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

**7. NEW BUSINESS**

**A. Ordinance #441 - Amending Town Code Chapter 17 to Clarify Design Review Responsibilities**

Discuss, consider and act upon Ordinance #441, amending the Town Code Chapter 17, Boards and Commissions; Article 17-5 Planning Commission; and Section 17-5-4 Design Review.

*Public Comment: Mike Lindner, Clarkdale resident. Disagrees with Planning Commission being responsible for design review for properties in the Historic District that do not opt in to the Historic Preservation Ordinance.*

**Action: Approve Ordinance #441, amending the Town Code Chapter 17, Boards and Commissions; Article 17-5 Planning Commission; and Section 17-5-4 Design Review and authorize the Mayor, Town Attorney and Town Clerk to execute all documents:**

**Motion:** Council Member Babbitt-Pierce

**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 |

**B. Ordinance #443 - Adoption of the 2025-2026 Property Tax Levy**

Discuss, consider and act upon Ordinance #443, adopting a Primary Tax Levy in the amount of \$.13443 per hundred of the assessed valuation (\$1.3443 per thousand of assessed valuation) for the fiscal year ending June 30, 2026.

**Action: Approve Ordinance #443, setting a Primary Property Tax rate in the amount of \$.13443, which is sufficient to generate a primary property tax levy of \$728,000 for the fiscal year ending June 30, 2026, and authorize the Mayor, Town Attorney and Town Clerk to execute all documents:**

**Motion:** Council Member O'Neill

**Second:** Council Member Babbitt-Pierce

**Vote:** Approved 5-0

| <b>Roll-Call Vote</b>                | <b>Aye/Nay</b> |
|--------------------------------------|----------------|
| Mayor Robyn Prud'homme-Bauer         | Approve        |
| Vice Mayor Debbie Hunseder           | Approve        |
| Council Member Lisa O'Neill          | Approve        |
| Council Member Marney Babbitt-Pierce | Approve        |
| Council Member Laura Jones           | Approve        |

**C. FY 2025-2026 Pavement Management**

Discuss, consider and act upon proposals from Cactus Asphalt for pavement preservation in an amount not to exceed \$690,000.

**Action: Approve the proposal from Cactus Asphalt for pavement preservation in an amount not to exceed \$690,000 and authorize the Town Manager to execute all documents:**

**Motion:** Vice Mayor Hunseder

**Second:** Council Member Jones

**Vote:** Approved 5-0

| <b><u>Voting Member</u></b>         | <b><u>Aye/Nay</u></b> |
|-------------------------------------|-----------------------|
| <u>Mayor Robyn Prud'homme-Bauer</u> | <u>Aye</u>            |
| <u>Vice Mayor Debbie Hunseder</u>   | <u>Aye</u>            |

|                                             |            |
|---------------------------------------------|------------|
| <u>Council Member Lisa O'Neill</u>          | <u>Aye</u> |
| <u>Council Member Marney Babbitt-Pierce</u> | <u>Aye</u> |
| <u>Council Member Laura Jones</u>           | <u>Aye</u> |

**D. Tiffany Construction Proposal and Contract - 3rd North Sewer Project No. 223371**

Discuss, consider and act upon a proposal from Tiffany Construction in the amount of \$1,863,712.73 for the 3rd North Sewer Replacement Project.

**Action: Approve the proposal from Tiffany Construction in the amount of \$1,863,712.73 for the 3rd North Sewer Replacement Project and authorize the Town Manager to approve change orders, not to exceed \$2 million and authorize the Town Manager to execute all documents:**

**Motion:** Council Member Jones

**Second:** Council Member O'Neill

**Vote:** Approved 5-0

| <b>Voting Member</b>                 | <b>Aye/Nay</b> |
|--------------------------------------|----------------|
| 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            |

**E. FY 2024-2025 Budget Transfers**

Discuss, consider and act upon the budget transfers for the 2024-2025 fiscal year.

**Action: Approve the budget transfers as presented for the 2024-2025 fiscal year:**

**Motion:** Vice Mayor Hunseder

**Second:** Council Member Babbitt-Pierce

**Vote:** Approved 5-0

| <b>Voting Member</b>                 | <b>Aye/Nay</b> |
|--------------------------------------|----------------|
| Mayor Robyn Prud'homme-Bauer         | Aye            |
| Vice Mayor Debbie Hunseder           | Aye            |
| Council Member Lisa O'Neill          | Aye            |
| Council Member Marney Babbitt-Pierce | Aye            |

|                            |     |
|----------------------------|-----|
| Council Member Laura Jones | Aye |
|----------------------------|-----|

## 8. FUTURE AGENDA ITEMS

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

## 9. ADJOURNMENT

**Action: Motion to Adjourn:**

**Motion:** Vice Mayor Hunseder

**Second:** Council Member Babbitt-Pierce

**Vote:** Approved 5-0

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

*Mayor Prud'homme-Bauer adjourned the meeting without objection at 7:04 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 8th day of July 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Date approved by Town Council: Aug. 12, 2025

\_\_\_\_\_

Charity Brooks, Town Clerk



**SUMMARIZED MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL  
OF THE TOWN OF CLARKDALE  
TUESDAY, JULY 22, 2025 AT 3:00 PM**

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

**Members Present:** Mayor Prud'homme-Bauer, Vice Mayor Debbie Hunseder, and Council Members, Lisa O'Neill and Marney Babbitt-Pierce (via Zoom)

**Members Absent:** Council Member Laura Jones

**Other Municipal Officials Present:** Susan Guthrie, Town Manager; Charity Brooks, Town Clerk; Joni Westcott, Parks and Recreation Director; D.K. Green, Grants Manager; Brittney Earles, Finance Manager; Chell Smart, Parks and Recreation Manager and Town PIO; Randy Taylor, Police Chief

**Zoom:** No members of the public were present. Council Member Babbitt-Pierce present via Zoom.

**Audience:** One member of the public was present.

**1. CALL TO ORDER -** *Mayor Prud'homme-Bauer called the meeting to order at 3 p.m.*

**2. ROLL CALL –**

**Members Present:** Mayor Prud'homme-Bauer, Vice Mayor Debbie Hunseder, and Council Members, Lisa O'Neill and Marney Babbitt-Pierce (via Zoom)

**Members Absent:** Council Member Laura Jones

**3. PUBLIC COMMENT**

*No public comment.*

**4. NEW BUSINESS**

**A. Ordinance #444 - Adoption of the 2025-2026 Property Tax Levy**

Discuss, consider and act upon Ordinance #444, amending Ordinance #443, adopting a Primary Tax Levy upon each one-hundred dollars (\$100) of the net assessed valuation of property subject to taxation within the Town of Clarkdale for the fiscal year ending June 30, 2026.

*Mayor Prud'homme-Bauer opened the floor for public comment. There was no public comment.*

**Action: Approve Ordinance #443, adopting a Primary Tax Levy upon each one-hundred dollars (\$100) of the net assessed valuation of property subject to taxation within the Town of Clarkdale for the fiscal year ending June 30, 2026, and authorize the Mayor, Town Attorney and Town Clerk to execute all documents:**

**Motion:** Council Member O'Neill

**Second:** Vice Mayor Hunseder

**Vote:** Approved 4-0

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

#### **B. Resolution #1740 - 2025 CFO Designation**

Discuss, consider and act upon Resolution #1740 - Designating Brittany Earles as the Chief Fiscal Officer for officially submitting the Fiscal Year 2025 Expenditure Limitation Report to the Arizona Auditor General.

**Action: Approve Resolution #1740 - Designating Brittany Earles as the Chief Fiscal Officer for officially submitting the Fiscal Year 2025 Expenditure Limitation Report to the Arizona Auditor General and authorize the Mayor and Town Clerk to execute all documents:**

**Motion:** Vice Mayor Hunseder

**Second:** Council Member O'Neill

**Vote:** Approved 4-0

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

#### **5. FUTURE AGENDA ITEMS**

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

#### **6. ADJOURNMENT**

**Action: Motion to Adjourn:**

**Motion:** Council Member O'Neill

**Second:** Vice Mayor Hunseder

**Vote:** Approved 4-0

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

*Mayor Prud'homme-Bauer adjourned the meeting without objection at 3:11 p.m.*

APPROVED:

ATTESTED/SUBMITTED:

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Robyn Prud'homme-Bauer, Mayor

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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 22<sup>nd</sup> day of July 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Date approved by Town Council: Aug. 12, 2025

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Charity Brooks, Town Clerk



# Staff Report

Item Number: 6.B.

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|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Agenda Item:</u></b>    | <b>Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services Between Yavapai County and the Town of Clarkdale</b><br>Consider and act upon an Intergovernmental Agreement (IGA) between Yavapai County and the Town of Clarkdale for Emergency Management and Disaster Services.                                                                                                                        |
| <b><u>Staff Contact:</u></b>  | Randy Taylor, Police Chief                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b><u>Meeting Date:</u></b>   | August 12, 2025                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b><u>Strategic Goal:</u></b> | This agenda item supports the following Clarkdale Strategic Goal Area: <ul style="list-style-type: none"><li>• Goal Area 1 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.</li></ul>                                                                                                                                                                                                                      |
| <b><u>Background:</u></b>     | In 2020, the Town of Clarkdale entered into an annual Emergency Management Agreement with Yavapai County, which is the local representative of the Office of Emergency Management and Homeland Security. Recently, Yavapai County provided a new agreement. The new agreement specifies additional requirements and an increase of the Assessment Fee from \$0.43 to \$0.52 per person, per year, to be paid by Clarkdale to Yavapai County. |
| <b><u>Budget Impact:</u></b>  | The Annual Assessment Fee will increase under the new agreement to \$2,300.48 from \$1,902.32.                                                                                                                                                                                                                                                                                                                                               |
| <b><u>Recommendation:</u></b> | Staff recommends that the Council approve the Intergovernmental Agreement (IGA) between Yavapai County and the Town of Clarkdale for Emergency Management and Disaster Services.                                                                                                                                                                                                                                                             |

INTERGOVERNMENTAL AGREEMENT FOR  
REGIONAL EMERGENCY OPERATIONS MANAGEMENT  
AND DISASTER SERVICES BETWEEN  
YAVAPAI COUNTY  
AND  
THE TOWN OF CLARKDALE

This Regional Disaster and Emergency Management Services Agreement (“Agreement”) goes into effect on the \_\_\_\_ day of \_\_\_\_\_, **2025** (the “Effective Date”), by and between Yavapai County, a political subdivision of the State of Arizona (“County”), and the [PUBLIC AGENCY], an Arizona municipal corporation (“Public Agency”).

**STATUTORY AUTHORIZATION**

County and Public Agency are empowered by A.R.S. §§ 11-951 *et seq.* and A.R.S. § 26-308 to enter into this Agreement.

**PURPOSE**

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, man-made, or national security causes; and

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans;

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

**DEFINITIONS**

1. “Public agency” has the same definition as that contained in A.R.S. § 11-951.
2. “Participating Public Agencies” means those public agencies that have active agreements for Disaster and Emergency Management Services with County.
3. “Population” means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10-year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

## TERMS OF AGREEMENT

### 1. **County Obligations.** County shall:

- a. Prepare and maintain one or more County Emergency Operations Plans (“EOP”) in accordance with the Comprehensive Preparedness Guide (CPG) 101, giving due consideration to hazards that affect all areas of the County.
- b. Advise and assist Public Agency in developing, reviewing, updating, publishing, and distributing an EOP created by Public Agency, or in adopting the Yavapai County EOP.
- c. Advise and assist the Public Agency in developing, reviewing, updating, publishing, and distributing Continuity of Operations Plans (COOP). The Public Agency also has the option to utilize BOLDplanning<sup>1</sup> for their COOP needs, should they choose to do so.
- d. Prepare and maintain a Multi-Jurisdictional Hazard Mitigation Plan that is in conformance with Title 44 Code of Federal Regulations Part 201.6 Local Mitigation Plans that is available for adoption by local jurisdictions to maintain access to FEMA funding for mitigation or public assistance.
- e. Prepare and maintain a Community Wildfire Protection Plan that aligns with the requirements set forth in the Healthy Forests Restoration Act of 2003 that is available for adoption by local jurisdictions to maintain access to federal grant dollars.
- f. Prepare and maintain an Integrated Preparedness Plan (IPP) that aligns with the requirements set forth in the Emergency Management Performance Grant (EMPG) Program, which is available for local jurisdictions’ training and exercise needs.
- g. Advise and assist the Public Agency with the disaster and emergency management training of employees designated by the Public Agency.
- h. Provide and maintain a coordinated County-wide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including alert, warning, and communications systems, comprehensive emergency management and planning, and an emergency operations center.
- i. Disseminate emergency alerts through the Integrated Public Alert and Warning System (IPAWS) at the request of the Public Agency when criteria for such alerts are met.
  - (1) Alerts will only be issued by the Yavapai County Office of Emergency Management (YCOEM) when requested by authorized persons by the Agency Having Jurisdiction (AHJ).

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<sup>1</sup> BOLDplanning Inc., a division of Preparis, develops online software for EOP, COOP, Business Continuity Planning, and Hazard Mitigation.

- (2) If an external agency requests the issuance of an alert within the AHJ, YCOEM will not issue the alert immediately. Instead, YCOEM will validate the request with the AHJ's point of contact.
- j. Provide and maintain, and issue access to, a comprehensive emergency management software tool to expedite the emergency operations center processes and for sharing information.
- k. Plan for the development and maintenance of an electronic interactive resource database of government-owned and other resources available for use in the event of a disaster.
- l. Provide assistance with local emergency declarations and obtaining federal and state funds available to Public Agency for emergency management and disaster purposes.
- m. Advise and assist Public Agency in the timely preparation of reports and other documentation required by the state or federal governments for emergency management purposes.
- n. Offer coordination assistance to Public Agency for major events or disasters affecting Public Agency.
- o. In its sole discretion, have the option to act as a primary or backup Emergency Operations Center for Public Agency if resources are available.
- p. Assist the Public Agency in designing, developing, delivering, and reporting after-action exercises to evaluate its disaster response capabilities, upon request. For documentation purposes, YCOEM will complete an After-Action Report for any incident involving their personnel.
- q. Activate shelters that are compliant with the Americans with Disabilities Act through the American Red Cross, Animal Disaster Services, and Large Animal Shelter & Emergency Readiness, when requested.
- r. Advise and assist Public Agency with public awareness and education including but not limited to:
  - (1) Develop disaster response pamphlets or handouts that the Public Agency can reproduce and distribute to the public through libraries, community centers, and senior centers within its jurisdiction.
  - (2) Suggest public outreach activities on disaster and emergency-related subjects to schools, civic groups, and similar organizations.
  - (3) Coordinate with Public Agency to assist with public outreach activities such as staffing information booths at fairs, safety days, and similar events, when staffing allows.
- s. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.

- t. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.
- u. In accordance with A.R.S. § 26-308, “Each county and incorporated city and town of the state shall establish and provide for emergency management within its jurisdiction in accordance with state emergency plans and programs.” This Agreement does not satisfy this obligation; therefore, Public Agency is still required to ensure the provision of emergency management within its jurisdiction.
  - (1) YCOEM may advise and assist Public Agency in complying with the provisions of A.R.S. Title 26, Chapter 2 (Emergency Management) and State policies and procedures.

2. **Public Agency Obligations.** Public Agency shall:

- a. Develop or adopt, publish, and distribute an EOP that is complementary to and compatible with the County’s EOP and in accordance with CPG 101.
- b. Develop and conduct emergency management training programs and exercises as needed to comply with the Homeland Security Exercise and Evaluation Program (HSEEP) and the National Incident Management System (NIMS).
- c. Act as, at Public Agency’s discretion, a backup Emergency Operations Center location for the County if such a backup becomes necessary.
- d. Work towards implementing the Arizona Qualification System within its jurisdiction. This effort aims to ensure that local resources are adequately qualified and trained to staff an Incident Management Team (IMT) or Emergency Operations Center effectively. By developing a pool of trained personnel, the Public Agency enhances its ability to respond to emergencies and disasters promptly.
- e. Participate in revisions of the Multi-Jurisdictional Hazard Mitigation Plan and provide accurate and relevant information on local hazards, vulnerabilities, and other necessary information to maintain the plan’s accuracy.
- f. Participate in After-Action Reports and provide feedback from relevant persons participating in the incident.
- g. Identify a central point of contact as the Public Agency’s Emergency Manager, who shall be responsible for coordination with YCOEM.
- h. Engage in proactive information sharing, communication, and coordination efforts and assist with the inclusion of all necessary agencies in the planning, response, and recovery processes.
- i. Collect and provide disaster and emergency management information, such as annual NIMS reporting, when so required by the state or federal government.
- j. Provide evacuation zone shapefiles to YCOEM in the event of an emergency requiring the issuance of an emergency alert.

- k. Provide a list of authorized personnel permitted to request Alert and Warning Notifications to YCOEM and ensure it is kept updated for their jurisdiction.
- l. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:
  - (1) \$0.52 per person per year based on the population of the Public Agency for the regional emergency operations management and disaster services defined in this Agreement.

| Year                  | Base | 2020    | 2021     | 2022     | 2023     | 2024     | 2025     | New Rate      |
|-----------------------|------|---------|----------|----------|----------|----------|----------|---------------|
| Inflation Increase    |      | 1.40%   | 2.20%    | 6.50%    | 3.40%    | 3.20%    | 2.20%    |               |
| Rate                  | 0.43 | 0.00602 | 0.009592 | 0.028965 | 0.016136 | 0.015703 | 0.011141 |               |
| Rate + Inflation Cost |      | 0.43602 | 0.445612 | 0.474577 | 0.490713 | 0.506416 | 0.517557 | <b>\$0.52</b> |

*Inflation percentages based on the Consumer Price Index for All Urban Consumers, West Urban, All Items as issued by the U.S. Bureau of Labor Statistics*

| City/Town                     | Population |
|-------------------------------|------------|
| Cottonwood                    | 12029      |
| Prescott                      | 45827      |
| Sedona                        | 9684       |
| Camp Verde                    | 12147      |
| Chino Valley                  | 13020      |
| Clarkdale                     | 4424       |
| Dewey-Humboldt                | 4326       |
| Jerome                        | 464        |
| Prescott Valley               | 46785      |
| Yavapai Prescott Indian Tribe | 200        |

*Population based on 2020 Census data from Census.Gov*

3. **Entire Agreement.** This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided herein, any effective modification must be in writing signed by both parties.
4. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

5. **Disputes.** In the event of any controversy that may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
6. **Term; Termination.**
  - a. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2026, unless sooner terminated as provided herein.
  - b. This Agreement may be terminated by either party by giving written notice of such intention to the other party not less than 90 days prior to June 30 of the year during which the notice is given. The effective termination date will be the end of that 90-day notice period.
  - c. This agreement shall automatically renew for one additional one-year term unless terminated as provided herein. All terms of the agreement during the renewal period , with the exception of the annual assessment rate , shall be in accordance with the terms set forth in the initial term including any amendments or addenda.
7. **Annual Rate Adjustment.** Prices applicable to this Agreement may be adjusted annually on July 1, and each year thereafter during the term of this Agreement by an amount equal to the increase in the Consumer Price Index for All Urban Consumers, West Urban, All Items, issued by the U.S. Bureau of Labor Statistics at the time of price adjustment notice.
8. **Subject to Appropriation.** The parties are obligated only to pay the obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the then-current fiscal year. Obligations under this Agreement are current expenses subject to the “budget law” and unfettered legislative discretion concerning budgeted purposes and appropriation of funds. Should either party 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 parties shall be relieved of any subsequent obligation under this Agreement. The parties agree that there is no obligation or duty of good faith to budget or appropriate the payment of 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. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of a party to make any payment pursuant to this Agreement is not a general obligation or indebtedness. The parties hereby waive any and all rights to bring any claim against each other from or relating in any way to the termination of this Agreement pursuant to this section.
9. **E-Verify.** To the extent provisions of A.R.S. § 41-4401 are applicable, the Parties warrant to each other that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

- a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.
  - b. A party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
  - c. The provisions of this section must be included in any contract either party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
10. **Indemnification.** To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, their elected officials, appointees, officers, employees, contract employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement that are the result of any act or omission of the party, its officers, employees, contract employees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a party to comply with the terms of this Agreement shall not provide the basis of any third-party action against either party.
11. **Workers' Compensation.** Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each party covered by this Agreement shall be deemed to be an employee of all parties. The primary employer shall be solely liable for payment of workers' compensation benefits.
12. **Property Disposition Clause.** The parties do not anticipate the joint acquisition of property attributable to the exercise of each party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than 30 calendar days from the effective termination date of this Agreement.
13. **Other Responsibilities.** This Agreement does not relieve any public agency of any obligation or responsibility imposed on it by law.
14. **Notice.** Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days' mailing. Notices shall be addressed as follows:

COUNTY:                      Emergency Manager  
                                    Yavapai County  
                                    Office of Emergency Management  
                                    1100 Commerce Drive  
                                    Prescott, AZ 86305

PUBLIC AGENCY: Susan Guthrie, Town Manager  
Town of Clarkdale  
39 N. Ninth Street  
Clarkdale, AZ 86324

15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
16. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

(SIGNATURES FOLLOW)

**TOWN OF CLARKDALE**

**YAVAPAI COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Mary Mallory, Chair  
Yavapai County Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

Charity Brooks, Town Clerk  
Town of Clarkdale

By: \_\_\_\_\_

Jayne Rush, Clerk of the Board  
Yavapai County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Stephen Polk, Town Attorney  
Town of Clarkdale

By: \_\_\_\_\_

Nicole Weber, Deputy County Attorney  
Yavapai County

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Staff Report

Item Number: 7.A.

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|                               |                                                                                                                                                                                                                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Agenda Item:</u></b>    | <b>Governor's Heritage Preservation Honor Award</b><br>The State Historic Preservation Office (SHPO) will present the Council with the Governor's Preservation Honor Award for the Clarkdale Bandstand Rehabilitation Project.                                                                     |
| <b><u>Staff Contact:</u></b>  | Ruth Mayday, Assistant Town Manager/Community Development Director                                                                                                                                                                                                                                 |
| <b><u>Meeting Date:</u></b>   | August 12, 2025                                                                                                                                                                                                                                                                                    |
| <b><u>Strategic Goal:</u></b> | This agenda item supports the following Clarkdale Strategic Goal Area: <ul style="list-style-type: none"><li>• Goal Area 1 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.</li></ul>                                                                            |
| <b><u>Background:</u></b>     | The State Historic Preservation Office (SHPO) staff nominated the Bandstand Rehabilitation Project for the Governor's Heritage Preservation Honor Award, which is was awarded. Arianna Urban, Certified Local Government Coordinator/Planner III is here tonight to present the award to the Town. |
| <b><u>Budget Impact:</u></b>  | No budget impact.                                                                                                                                                                                                                                                                                  |
| <b><u>Recommendation:</u></b> | No recommendation. Presentation of award only.                                                                                                                                                                                                                                                     |



# Staff Report

Item Number: 7.B.

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**Agenda Item:**            **National Opioid Settlement**  
Discuss, consider and act upon a request to participate in the Purdue Estate Direct Settlement as part of the National Opioid Settlement.

**Staff Contact:**           Susan Guthrie, Town Manager

**Meeting Date:**         August 12, 2025

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

- Goal Area 2 - Enhance the quality and availability of parks, recreation and cultural opportunities.

**Background:**            The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain. The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Arizona.

The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants. Subsequently, we entered into the One Arizona Distribution of Opioid Settlement Funds Agreement ("Agreement") to establish binding terms for the distribution and spending of funds from Settlements with the pharmaceutical Supply Chain Participants.

The Town of Clarkdale is now being asked to participate in a new National Opioid Settlement, the Purdue Estate Settlement. The Town must sign the Participation Form, including a release of any claims, to join in the settlement.

**Budget Impact:**        To be determined.

**Recommendation:**    Staff recommends that the Council direct the Town Manager to sign all documents necessary to join in the Purdue Estate Opioid Settlement.



New National Opioids Settlement: Purdue  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Clarkdale town, AZ  
Reference Number: CL-1731601

***TO LOCAL POLITICAL SUBDIVISIONS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: September 30, 2025***

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Arizona, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

**The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.**

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. In all past national opioids settlements, Arizona has been able to get 100% participation of all 15 counties and 91 cities and towns. Our goal is to again reach 100% participation. The One Arizona Distribution of Opioids Settlement Funds Agreement ("One Arizona Agreement") will apply to the Purdue Direct Settlement meaning that the same restrictions on and reporting of use of funds for Approved Purposes and the same allocation of funds to all 106 local governments will apply. The text of the One Arizona Agreement is located at <https://nationalopioidsettlement.com/wp-content/uploads/2022/04/Final-One-AZ-Distribution-Agreement-Signed.pdf>.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. **Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.**
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation*

*Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.**

**Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.**

**The sign-on period for subdivisions ends on September 30, 2025.**

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Jane Fallon, Assistant Attorney General, Arizona, [Jane.Fallon@azag.gov](mailto:Jane.Fallon@azag.gov).

Thank you,

Implementation Administrator for the Purdue Direct Settlement

*The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.*

## **EXHIBIT K**

### **Subdivision Participation and Release Form**

|                                     |           |
|-------------------------------------|-----------|
| Governmental Entity: Clarkdale town | State: AZ |
| Authorized Signatory:               |           |
| Address 1:                          |           |
| Address 2:                          |           |
| City, State, Zip:                   |           |
| Phone:                              |           |
| Email:                              |           |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)<sup>1</sup>, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

<sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.
13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# Staff Report

Item Number: 7.C.

**Agenda Item:**      **Rejection of Grant of Easement of Trails in Mountain Gate Subdivision**  
Discuss, consider and act upon a Rejection of Easement for the easements recorded by the Mountain Gate HOA and Mountain Gate Clarkdale L.L.C.

**Staff Contact:**      Ruth Mayday, Assistant Town Manager/Community Development Director

**Meeting Date:**      August 12, 2025

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

- Goal Area 2 - Enhance the quality and availability of parks, recreation and cultural opportunities.

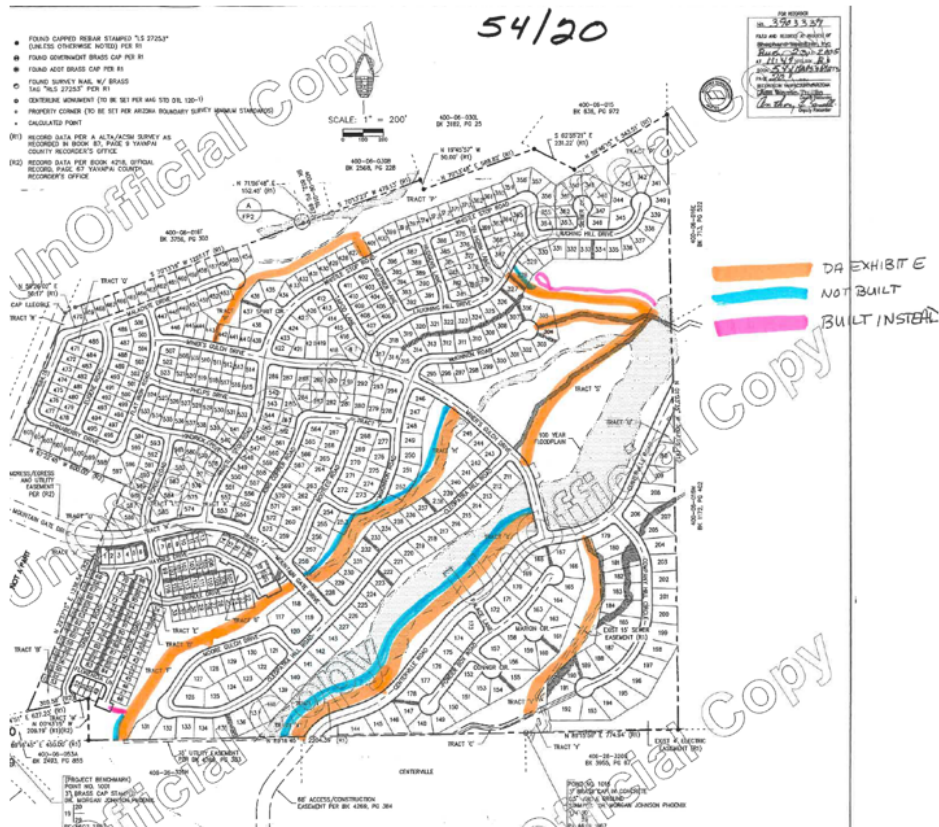
**Background:**      The Town of Clarkdale entered into a Development Agreement (DA) with Empire Residential Construction, L.P., to govern the development of Mountain Gate in 2005. That agreement was amended in 2006, prior to Empire's bankruptcy. As part of the acquisition of the project by Mountain Gate Clarkdale L.L.C., and Mountain Gate Clarkdale II L.L.C., the Town entered into a Second Amendment to the Development Agreement (2nd Amendment), which substantially rewrote the obligations set forth in the original DA and 1st Amendment.

Among those changes was a complete rewriting of the original obligations for the Trails and Recreation Facilities/Landscape buffer. This iteration requires the owner/developer to develop five (5) pocket parks, the trails as indicated on Exhibit E of the original DA, and the dedication of the parks and trails to the Town upon completion and acceptance by the Town.

The owner/developer submitted deeds for the trails to the Town for approval, and also to the HOA as they were the owners of record of several tracts where the trails were located. Typically, the Town accepts deeds of dedication and then they are recorded. In this instance, they were recorded *before* the Town reviewed and approved them.

The County Recorder's office is statutorily required to record all documents that meet their formatting requirements – correct margin widths and other non-content-related regulations. The HOA recorded the trail deeds prior to the Town's approval, which is problematic.

First, the deeds do not describe the trails as they were identified on Exhibit E of the original DA.



There are drainage and topographical issues that prevent some of the trails from being constructed; some cross drainage easements that do not include trail access as a use.

The plan also did not include trailheads for non-residents of Mountain Gate to access trails, meaning that users would have to park on the streets rather than in a dedicated off-street parking area. The 2<sup>nd</sup> Amendment calls for dedication of the trails, not the granting of an easement. The conveyance was in the form of an easement, which does not conform to the language in the agreement.

The plat has language that directly conflicts with the 2<sup>nd</sup> Amendment. The plat is the prevailing document and supersedes development agreements that are reached after it is approved and recorded. Its purpose is to set forth the location of lots, common areas, streets, and other amenities, and can only be changed by direct action of the Town Council.

While the 2<sup>nd</sup> Amendment directs the dedication of the parks and trails to the Town, the plat specifically reserves them as common areas to be owned and maintained by the HOA. It also grants a trail easement *specifically* to the HOA, its members, and their guests and invitees, rather than the general public or

requiring dedication to the Town.

5. TRACTS D-Y SHALL BE COMMON AREA AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION FOR THE BENEFIT OF THE OWNERS OF PROPERTY WITHIN THE PLAT AS MAY BE MORE PARTICULARLY DESCRIBED IN THE DECLARATION. TRACT B SHALL BE OWNED AND MAINTAINED BY COTTONWOOD WATER WORKS.

6. OWNER HEREBY GRANTS TO THE ASSOCIATION, ITS MEMBERS AND THEIR GUESTS AND INVITEES, A TRAIL EASEMENT OVER AND ACROSS TRACTS C, F, H, P, S, V, X, AND Y. THE MAINTENANCE AND USE OF SUCH EASEMENT SHALL BE GOVERNED BY THE PROVISIONS SET FORTH IN THE DECLARATION.

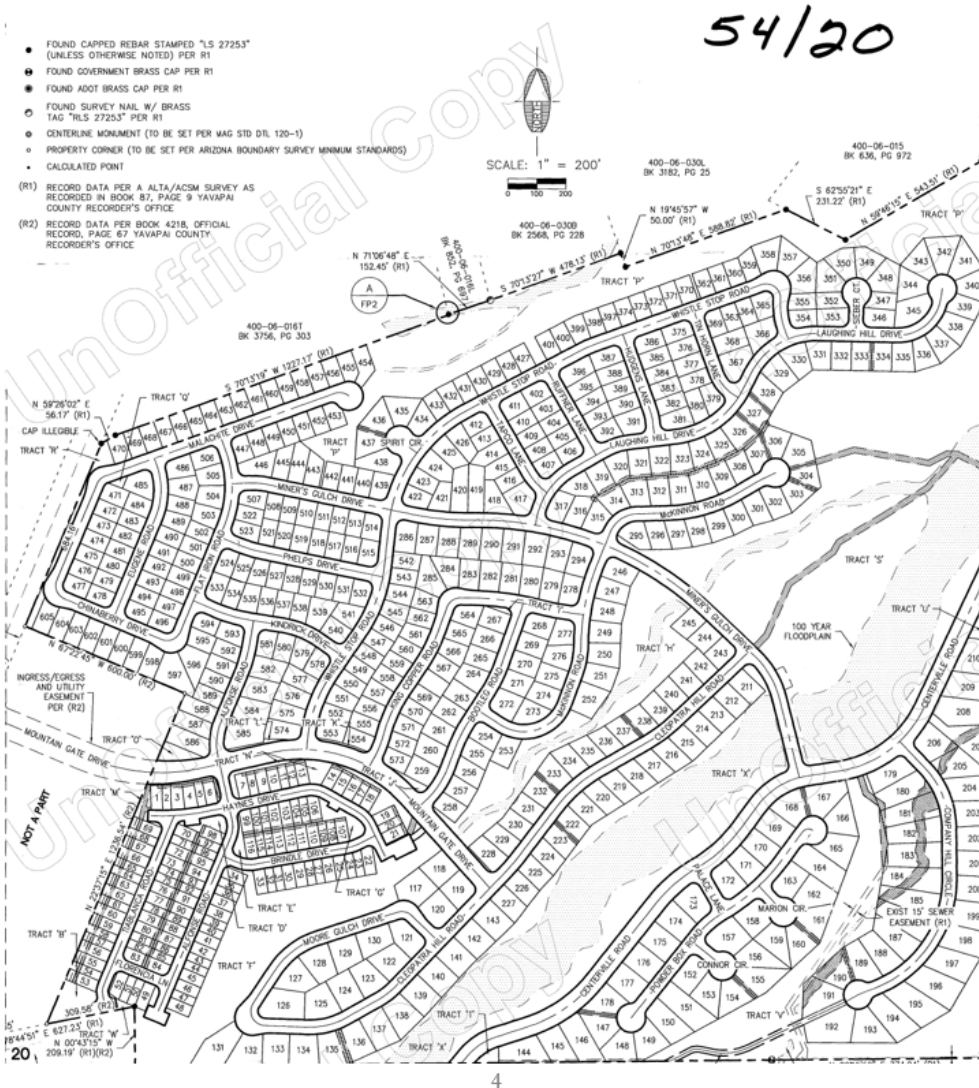
IN WITNESS WHEREOF, OWNER HAS CAUSED THIS PLAT TO BE DULY EXECUTED

AS OF THE 17 DAY OF August, 2008,  
EMPIRE RESIDENTIAL CONSTRUCTION, L.P., AN ARIZONA LIMITED PARTNERSHIP

BY:  IT'S: VP Acquisition & Development

Because of the conflicting language and the trails not developed as set forth in Exhibit E of the 2<sup>nd</sup> Amendment, the Town cannot accept the dedications by Mountain Gate Community Association I and Mountain Gate Clarkdale LLC. In order to refuse the dedication, Council must record a document rejecting the dedication of trail easements that supersedes the dedication of easements. It is important to take this action to supersede the dedication as the Town will also have legal exposure related to trail maintenance.

The map below shows the locations of the tracts referenced in the plat declarations.



The plat language also ties maintenance and use of easements to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements (CC& Rs) which is highly irregular. While a plat is a fixed and final document, CC& Rs can be amended by the majority vote of the members of the HOA. This means that the HOA could vote to change the regulations governing the trails without any input from the Town and without revising the plat.

**Budget Impact:** No budget impact.

**Recommendation:** Staff recommends that the Council approve the Rejection of Easement for the easements recorded by the Mountain Gate HOA and Mountain Gate Clarkdale L.L.C. and authorize the Mayor and Town Clerk to execute the document and direct the Town Clerk to record said document immediately upon full execution.

**Recording Requested By:**

Stephen W. Polk, Esq.  
Boyle, Pecharich, Cline,  
Whittington & Stallings, P.L.L.C.  
125 N. Granite Street  
Prescott, Arizona 86301

**And When Recorded Mail To:**

Town of Clarkdale  
PO Box 308  
Clarkdale, AZ 86324

---

**REJECTION OF GRANT OF EASEMENT DEEDS**

The Town of Clarkdale does hereby reject and refuse to accept the Warranty Deeds located in Section 20, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, conveyed by Mountain Gate Clarkdale, LLC, a Delaware limited liability company, to the Town of Clarkdale, recorded May 7, 2025, as Instrument No.'s 2025-0018230, 2025-0018231, 2025-0018232, and 2025-0018233 in the Office of the Yavapai County Recorder.

The Town of Clarkdale furthermore does hereby reject and refuse to accept the Grant of Easement Deeds located in Section 20, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, conveyed by Mountain Gate Community Association I, an Arizona nonprofit corporation, to the Town of Clarkdale recorded June 18, 2025, as Reception No's. 2025-0025209 and 2025-0025210.

[Signature page follows]

Dated this \_\_\_\_ of August, 2025.

**TOWN OF CLARKDALE, ARIZONA**

\_\_\_\_\_  
By: Robyn Prud'Homme-Bauer  
Its: Mayor

ATTEST:

\_\_\_\_\_  
By: Charity Brooks  
Its: Clerk

State of Arizona        )  
                                  ) ss:  
County of Yavapai     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
by Robyn Prud'Homme-Bauer.

\_\_\_\_\_  
Notary Public

eRecorded in Yavapai County, AZ  
Michelle M. Burchill, Recorder

RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

TOWN OF CLARKDALE  
PO BOX 308  
CLARKDALE, AZ 86324

EXEMPT ARS 11-1134 B7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,  
Mountain Gate Clarkdale, LLC, a Delaware limited liability company  
do/does hereby convey to

Town of Clarkdale

the following real property situated in Yavapai County, ARIZONA:

**ACCOMMODATION RECORDING  
NO TITLE LIABILITY**

TRAIL EASEMENT – TRACT F. SEE EXHIBIT A ATTACHED HERETO AND MADE A  
PART HEREOF

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of  
way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of  
record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: May 2, 2025

Grantor(s):

Mountain Gate Clarkdale, a Delaware limited  
liability company

By MG Manager, LLC, a California limited liability  
company, its manager

  
Jon Lash, Sole Member

Warranty Deed  
Page 2

State of California  
County of Los Angeles

} ss:

On \_\_\_\_\_, 2025, before me personally appeared Jon Lash, Managing Member, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)

*See Attached*  
\_\_\_\_\_  
Notary Public  
Commission Expires: Sept 17, 2026

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

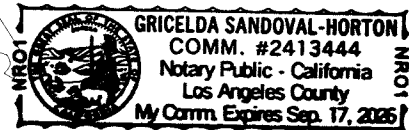
On May 5 2025 before me, Gricelda Sandoval-Horton Notary Public,  
(here insert name and title of the officer)

personally appeared Jon Lash

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Gricelda Sandoval-Horton

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Warranty Deed

Tract F Mountain Gate / Town of Chardale

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 109 Entry # 7

Notary contact: 562 477.7772

#### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

**LEGAL DESCRIPTION  
TRAIL EASEMENT - TRACT F  
RE-PLAT OF MOUNTAIN GATE  
APN: 400-06-678  
JULY 21, 2023  
SWI JOB # 223179**

The following is a description for a strip of land, 6 feet in width, being a portion of Tract F as shown on the Final Plat of Mountain Gate Subdivision as recorded in Book 54, Page 19 in the Yavapai County Recorder's official records (referred to hereafter as (R1) lying in Section 20, Township 16 Thence North, Range 3 East, Gila and Salt River Base and Meridian, Town of Clarkdale, Yavapai County, Arizona; more particularly described as follows:

Commencing at the southwest corner of Lot 117R as shown on the Re-plat of Mountain Gate Subdivision as recorded in reception number 2017-0062326 in the Yavapai County Recorder's official records, from which, the northwest corner of said Lot 117R bears North 16°11'32" West 55.12 feet (R1 and Basis of Bearings for this description);

Thence westerly along the north right of way line of Moore Gulch Road as shown on (R1) and along a curve concave to the south having a chord bearing of South 67°42'50" West, 12.74 feet, through a central angle of 12°11'16" an arc distance of 12.76 feet to a point of tangency;

Thence South 61°37'13" West, 9.84 feet to the True Point of Beginning;

Thence North 11°07'57" West, 33.71 feet;

Thence North 28°08'10" West, 13.78 feet;

Thence North 61°12'24" West, 13.94 feet;

Thence South 49°26'03" West, 36.89 feet;

Thence South 69°11'32" West, 19.02 feet;

Thence South 80°40'04" West, 20.37 feet;

Thence South 46°58'38" West, 23.28 feet;

Thence North 77°52'02" West, 23.51 feet;

Thence South 64°26'54" West, 16.08 feet;

Thence South 87°48'04" West, 15.33 feet;

Thence North 74°16'59" West, 40.73 feet;

Thence North 68°30'13" West, 21.09 feet;

Thence South 80°21'26" West, 7.45 feet;

Thence South 57°06'50" West, 20.50 feet;

Thence South 45°07'38" West, 17.39 feet;



Thence South 73°47'32" West, 12.57 feet;  
Thence South 50°38'09" West, 13.08 feet;  
Thence South 78°40'15" West, 25.23 feet;  
Thence North 65°17'17" West, 15.08 feet;  
Thence South 71°52'32" West, 8.04 feet;  
Thence South 37°55'42" West, 15.55 feet;  
Thence South 73°06'19" West, 11.34 feet;  
Thence South 85°39'01" West, 17.41 feet;  
Thence South 78°54'28" West, 6.61 feet;  
Thence South 58°17'00" West, 34.36 feet;  
Thence South 71°52'01" West, 2.56 feet;  
Thence North 88°52'27" West, 12.37 feet;  
Thence South 48°26'14" West, 6.84 feet;  
Thence South 27°12'05" West, 16.67 feet;  
Thence South 52°48'24" West, 28.85 feet;  
Thence South 23°55'22" West, 21.35 feet;  
Thence South 55°51'06" West, 18.11 feet;  
Thence South 21°26'45" West, 20.10 feet;  
Thence South 48°23'05" West, 18.52 feet;  
Thence South 12°54'15" West, 20.40 feet;  
Thence South 31°33'40" East, 11.38 feet;  
Thence South 14°28'47" West, 38.17 feet;  
Thence South 47°19'26" West, 16.51 feet;  
Thence South 24°04'02" West, 94.12 feet;  
Thence South 50°06'16" West, 24.92 feet;  
Thence South 19°15'04" West, 18.27 feet;  
Thence South 60°55'08" West, 39.68 feet;



Thence North 89°35'54" West, 31.89 feet;  
 Thence South 57°47'47" West, 53.02 feet;  
 Thence South 74°28'25" West, 32.61 feet;  
 Thence South 44°31'17" West, 32.72 feet;  
 Thence South 79°07'48" West, 7.69 feet;  
 Thence North 78°16'25" West, 21.15 feet;  
 Thence North 60°56'56" West, 18.48 feet;  
 Thence South 22°37'15" West, 6.04 feet;  
 Thence South 60°56'56" East, 18.72 feet;  
 Thence South 78°16'25" East, 23.27 feet;  
 Thence North 79°07'48" East, 10.76 feet;  
 Thence North 44°31'17" East, 32.98 feet;  
 Thence North 74°28'25" East, 31.88 feet;  
 Thence North 57°47'47" East, 52.15 feet;  
 Thence South 89°35'54" East, 31.72 feet;  
 Thence North 60°55'08" East, 43.54 feet;  
 Thence North 19°15'04" East, 18.90 feet;  
 Thence North 50°06'16" East, 24.65 feet;  
 Thence North 24°04'02" East, 94.28 feet;  
 Thence North 47°19'26" East, 17.04 feet;  
 Thence North 14°28'47" East, 42.49 feet;  
 Thence North 31°33'40" West, 11.48 feet;  
 Thence North 12°54'15" East, 16.03 feet;  
 Thence North 48°23'05" East, 18.04 feet;  
 Thence North 21°26'45" East, 19.68 feet;  
 Thence North 55°51'06" East, 17.96 feet;  
 Thence North 23°55'22" East, 21.53 feet;



Thence North 52°48'24" East, 28.67 feet;  
 Thence North 27°12'05" East, 16.91 feet;  
 Thence North 48°26'14" East, 3.37 feet;  
 Thence South 88°52'27" East, 11.04 feet;  
 Thence North 71°52'01" East, 4.29 feet;  
 Thence North 58°17'00" East, 33.98 feet;  
 Thence North 78°54'28" East, 5.16 feet;  
 Thence North 85°39'01" East, 17.72 feet;  
 Thence North 73°06'19" East, 13.91 feet;  
 Thence North 37°55'42" East, 15.62 feet;  
 Thence North 71°52'32" East, 3.86 feet;  
 Thence South 65°17'17" East, 14.68 feet;  
 Thence North 78°40'15" East, 28.68 feet;  
 Thence North 50°38'09" East, 13.35 feet;  
 Thence North 73°47'32" East, 12.87 feet;  
 Thence North 45°07'38" East, 18.29 feet;  
 Thence North 57°06'50" East, 18.63 feet;  
 Thence North 80°21'26" East, 4.55 feet;  
 Thence South 68°30'13" East, 19.72 feet;  
 Thence South 74°16'59" East, 41.98 feet;  
 Thence North 87°48'04" East, 17.51 feet;  
 Thence North 64°26'54" East, 15.27 feet;  
 Thence South 77°52'02" East, 24.59 feet;  
 Thence North 46°58'38" East, 24.60 feet;  
 Thence North 80°40'04" East, 19.15 feet;  
 Thence North 69°11'32" East, 20.67 feet;  
 Thence North 49°26'03" East, 33.79 feet;



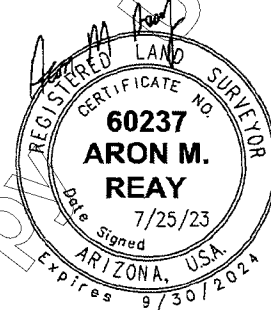
Thence South 61°12'24" East, 8.01 feet;

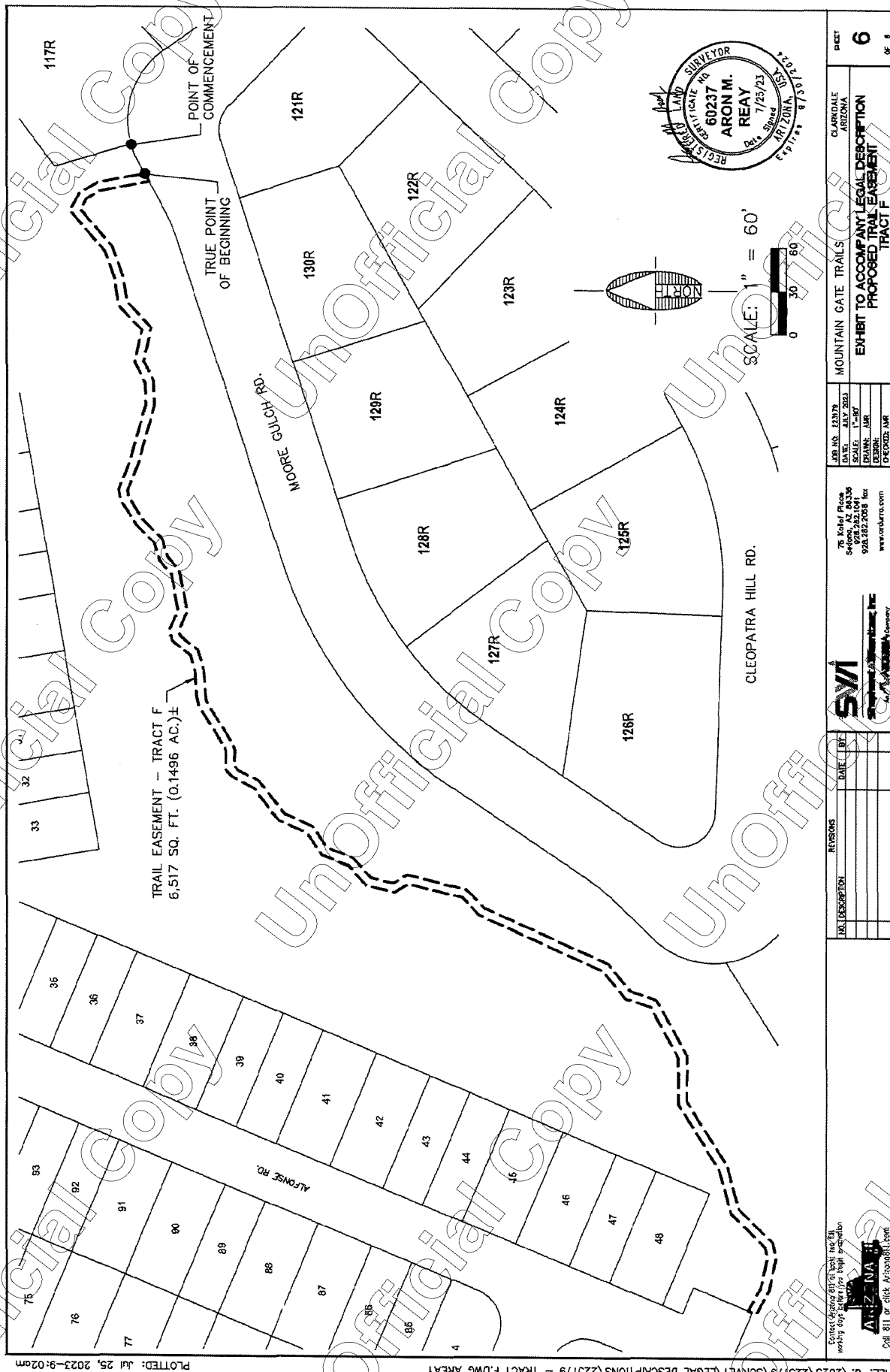
Thence South 28°08'10" East, 11.11 feet;

Thence South 11°07'57" East, 34.68 feet;

Thence North 61°37'13" East, 6.28 feet to the True Point of Beginning;

Containing 6,517 square feet (0.1496 acres), more or less.





eRecorded in Yavapai County, AZ  
Michelle M. Burchill, Recorder

RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

TOWN OF CLARKDALE  
PO BOX 308  
CLARKDALE, AZ 86324

EXEMPT ARS 11-1134 B7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,  
Mountain Gate Clarkdale, LLC, a Delaware limited liability company  
do/does hereby convey to

Town of Clarkdale

the following real property situated in Yavapai County, ARIZONA:

ACCOMMODATION RECORDING  
NO TITLE LIABILITY

TRAIL EASEMENT – TRACT V. SEE EXHIBIT A ATTACHED HERETO AND MADE A  
PART HEREOF

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of  
way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of  
record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: May 2, 2025

Grantor(s):

Mountain Gate Clarkdale, a Delaware limited  
liability company

By MG Manager, LLC, a California limited liability  
company, its manager

  
Jon Lash, Sole Member

Warranty Deed  
Page 2

State of California  
County of Los Angeles

} ss:

On \_\_\_\_\_, 2025, before me personally appeared Jon Lash, Managing Member, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)

See Attached  
Notary Public  
Commission Expires: Sept 17, 2026

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

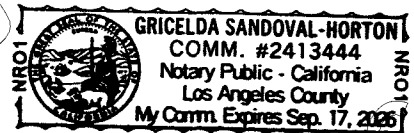
On May 5, 2025 before me, Gracelda Sandoval-Horton, Notary Public,  
(here insert name and title of the officer)

personally appeared Jon Lash

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Gracelda Sandoval-Horton

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Warranty Deed - Tract V

Mountain Gate / Town of Clarkdale

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 109 Entry # 4

Notary contact: 562 477 7772

#### Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

**LEGAL DESCRIPTION**  
**TRAIL EASEMENT - TRACT V RE-PLAT OF MOUNTAIN GATE**  
 APN: 400-06-668A, 662 and 668A  
 JULY 21, 2023  
 SWI JOB # 223179

The following is a description for a strip of land, 6 feet in width, being a portion of Tract V, Tract C and Tract Y as shown on the Re-plat of Mountain Gate Subdivision as recorded in reception number 2017-0062326 in the Yavapai County Recorder's official records (referred to hereafter as (R1) lying in Section 20, Township 16 Thence North, Range 3 East, Gila and Salt River Base and Meridian, Town of Clarkdale, Yavapai County, Arizona; more particularly described as follows:

Beginning at the southwest corner of Lot 192R (R1), from which, the southeast corner of said Lot 193R (R1) bears North 90°00'00" East 312.49 feet (R1 and Basis of Bearings for this description);

Thence South 19°36'28" West, 33.93 feet;

Thence South 3°09'05" East, 26.47 feet to a point on the south line of said Tract Y;

Thence South 89°15'50" West, 6.01 feet to a point on the south line of said Tract Y;

Thence North 3°09'05" West, 26.99 feet;

Thence North 19°19'31" East, 33.88 feet;

Thence North 11°18'49" West, 67.37 feet;

Thence South 64°46'41" West, 112.57 feet;

Thence South 67°04'32" West, 127.80 feet;

Thence North 87°21'35" West, 120.84 feet;

Thence South 83°38'08" West, 42.95 feet;

Thence South 61°15'32" West, 70.10 feet to a point on the south line of said Tract C;

Thence South 89°16'45" West, 12.77 feet to a point on the south line of said Tract C;

Thence North 61°15'32" East, 82.56 feet;

Thence North 83°38'08" East, 44.61 feet;

Thence South 87°21'35" East, 119.95 feet;

Thence North 67°04'36" East, 123.69 feet;

Thence North 15°24'38" West, 7.09 feet;

Thence North 2°14'55" West, 17.22 feet;

Thence North 15°22'27" East, 9.56 feet;

Thence North 27°09'57" East, 56.06 feet;



Thence North 37°19'06" East, 263.04 feet;

Thence North 31°50'59" East, 71.83 feet;

Thence North 31°25'19" East, 259.77 feet;

Thence North 21°26'29" East, 49.41 feet;

Thence North 10°50'53" East, 6.62 feet;

Thence North 2°59'46" East, 103.95 feet;

Thence North 12°28'26" West, 57.35 feet;

Thence North 39°27'21" West, 20.16 feet;

Thence North 60°59'30" West, 22.47 feet;

Thence North 48°47'45" West, 21.91 feet ;

Thence North 20°27'48" West, 67.77 feet to a point on the north line of said Tract V and the beginning of a non-tangent curve concave northerly, said curve has a radius of 425.00 feet, to which a radial line bears South 17°05'56" East;

Thence easterly along said curve through a central angle of 0°48'36" an arc distance of 6.01 feet to a point on the north line of said Tract V;

Thence South 20°27'48" East, 65.95 feet;

Thence South 48°47'45" East, 19.75 feet;

Thence South 60°59'30" East, 22.97 feet;

Thence South 39°27'21" East, 6.46 feet to a point on the west line of Lot 180R (R1);

Thence South 21°16'04" East, 30.22 feet to the southwest corner of said of Lot 180R;

Thence South 12°33'09" East, 53.99 feet to a point on the west line of Lot 181R (R1);

Thence South 2°59'46" West, 95.08 feet;

Thence South 10°50'53" West, 7.59 feet;

Thence South 21°26'29" West, 50.49 feet;

Thence South 31°25'19" West, 260.32 feet;

Thence South 31°50'59" West, 72.14 feet;

Thence South 37°19'06" West, 262.80 feet;

Thence South 27°09'57" West, 54.91 feet;

Thence South 15°22'27" West, 8.01 feet;



Thence South 2°14'55" East, 15.60 feet;

Thence South 15°24'38" East, 5.46 feet;

Thence North 64°46'41" East, 277.04 feet to a point on the right of way of Company Hill Circle (R1) and the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 50.00 feet, to which a radial line bears South 64°01'50" West;

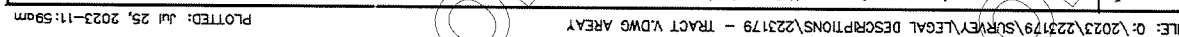
Thence southeasterly along said curve through a central angle of 6°53'53" an arc distance of 6.02 feet to a point on the right of way of Company Hill Circle (R1);

Thence South 64°46'41" West, 162.29 feet;

Thence South 11°18'49" East, 70.52 feet to the True Point of Beginning;

Containing 10,635 square feet (0.24415 acres), more or less.





eRecorded in Yavapai County, AZ  
Michelle M. Burchill, Recorder

RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

TOWN OF CLARKDALE  
PO BOX 308  
CLARKDALE, AZ 86324

EXEMPT ARS 11-1134 B7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,  
Mountain Gate Community Association I, an Arizona non-profit Corporation  
do/does hereby convey to  
Town of Clarkdale  
the following real property situated in Yavapai County, ARIZONA:

TRAIL EASEMENT – TRACT S. SEE EXHIBIT A ATTACHED HERETO AND MADE A  
PART HEREOF

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of  
way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of  
record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: May 2, 2025

Grantor(s):

Mountain Gate Community Association I, an  
Arizona non-profit Corporation

By: Kala Erickson  
Its: President

State of ~~Arizona~~ Colorado LC ss:  
County of ~~Yavapai~~ LaPlata LC

On May 12, 2025, before me personally appeared Karla Erickson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)

JULIE COFFELT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194011424  
MY COMMISSION EXPIRES 03/22/2027

Julie Coffelt  
Notary Public  
Commission Expires: 03/22/2027

**LEGAL DESCRIPTION  
TRAIL EASEMENT - TRACT S  
RE-PLAT OF MOUNTAIN GATE  
APN: 400-06-678  
DECEMBER 4, 2024  
SWI JOB # 223179**

The following is a description for a strip of land, 6 feet in width, being a portion of Tract F as shown on the Re-plat of Mountain Gate Subdivision as recorded in reception number 2017-0062326 in the Yavapai County Recorder's official records (referred to hereafter as (R1) lying in Section 20, Township 16 Thence North, Range 3 East, Gila and Salt River Base and Meridian, Town of Clarkdale, Yavapai County, Arizona; more particularly described as follows:

Commencing at the eastern most corner of Lot 328R (R1), from which, the southern most corner of said Lot 328R bears South 29°22'09" West 84.12 feet (R1 and Basis of Bearings for this description);

Thence South 51°45'07" East, 55.65 feet to the True Point of Beginning;

Thence North 19°42'13" East, 19.38 feet;

Thence North 36°06'43" East, 10.07 feet;

Thence North 65°55'19" East, 42.90 feet;

Thence North 83°26'35" East, 85.00 feet;

Thence South 64°41'28" East, 45.98 feet;

Thence South 75°34'01" East, 60.72 feet;

Thence South 84°13'42" East, 34.73 feet;

Thence South 72°57'40" East, 14.81 feet;

Thence South 53°23'46" East, 93.06 feet;

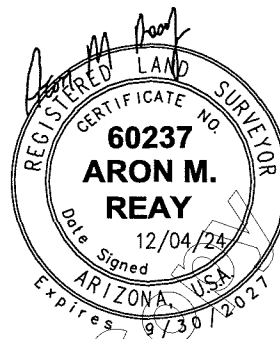
Thence South 74°26'30" East, 37.80 feet;

Thence South 59°01'31" East, 88.03 feet;

Thence South 83°38'24" East, 9.74 feet;

Thence North 66°32'17" East, 51.98 feet;

Thence North 82°21'49" East, 25.46 feet;



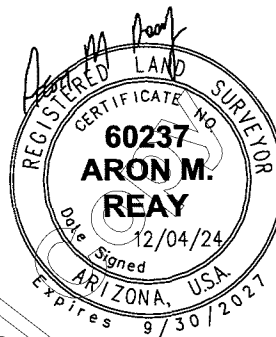
Thence North 67°55'23" East, 39.96 feet;  
 Thence South 76°44'48" East, 17.73 feet;  
 Thence South 30°25'40" East, 11.27 feet;  
 Thence South 0°14'34" West, 33.85 feet;  
 Thence South 17°50'20" West, 13.73 feet;  
 Thence South 37°51'39" West, 6.61 feet;  
 Thence South 54°41'11" West, 53.73 feet;  
 Thence South 32°47'13" West, 13.23 feet;  
 Thence South 56°02'39" West, 18.08 feet;  
 Thence South 68°24'25" East, 47.94 feet;  
 Thence South 55°43'30" East, 7.38 feet;  
 Thence South 41°46'08" East, 14.18 feet;  
 Thence North 82°01'42" East, 17.92 feet;  
 Thence South 79°04'34" East, 25.46 feet;  
 Thence South 74°47'44" East, 17.84 feet;  
 Thence South 1°03'35" East, 6.25 feet;  
 Thence North 74°47'44" West, 13.50 feet;  
 Thence South 21°30'39" East, 4.71 feet;  
 Thence South 42°12'20" West, 28.28 feet;  
 Thence South 80°42'56" West, 13.48 feet;  
 Thence South 52°05'15" West, 20.03 feet;  
 Thence South 18°28'23" West, 16.54 feet;  
 Thence South 63°16'37" West, 7.32 feet;  
 Thence South 78°47'26" West, 26.74 feet;  
 Thence South 46°11'13" West, 34.85 feet;  
 Thence South 61°24'04" West, 40.86 feet;



Thence North 73°09'30" West, 17.73 feet;  
 Thence South 83°59'40" West, 28.01 feet;  
 Thence South 34°20'43" West, 25.71 feet;  
 Thence South 4°40'27" East, 11.67 feet;  
 Thence South 17°58'30" West, 141.97 feet;  
 Thence South 31°26'23" West, 63.07 feet;  
 Thence South 58°04'13" West, 27.47 feet;  
 Thence South 35°33'59" West, 38.31 feet;  
 Thence South 31°18'50" West, 51.94 feet;  
 Thence South 1°35'30" East, 39.91 feet;  
 Thence South 24°14'19" West, 27.00 feet;  
 Thence South 44°37'39" West, 25.30 feet;  
 Thence South 14°48'19" West, 14.93 feet;  
 Thence South 72°22'23" West, 23.71 feet;  
 Thence South 30°35'40" West, 95.63 feet;  
 Thence South 13°34'09" West, 36.70 feet;  
 Thence South 31°06'01" West, 108.71 feet;  
 Thence South 39°24'18" West, 36.46 feet;  
 Thence South 57°28'37" West, 25.88 feet;  
 Thence South 83°23'49" West, 30.27 feet;  
 Thence North 80°34'59" West, 18.53 feet;  
 Thence South 71°56'18" West, 9.77 feet;  
 Thence South 85°20'36" West, 58.12 feet;  
 Thence North 16°34'38" West, 6.13 feet;  
 Thence North 85°20'36" East, 58.68 feet;  
 Thence North 71°56'18" East, 10.53 feet;



Thence South 80°34'59" East, 19.15 feet;  
 Thence North 83°23'49" East, 28.05 feet;  
 Thence North 57°28'37" East, 23.55 feet;  
 Thence North 39°24'18" East, 35.07 feet;  
 Thence North 31°06'01" East, 107.35 feet;  
 Thence North 13°34'09" East, 36.67 feet;  
 Thence North 30°35'40" East, 98.82 feet;  
 Thence North 72°22'23" East, 22.70 feet;  
 Thence North 14°48'19" East, 13.23 feet;  
 Thence North 44°37'39" East, 25.82 feet;  
 Thence North 24°14'19" East, 24.54 feet;  
 Thence North 1°35'30" West, 40.31 feet;  
 Thence North 31°18'50" East, 53.93 feet;  
 Thence North 35°33'59" East, 39.73 feet;  
 Thence North 58°04'13" East, 27.24 feet;  
 Thence North 31°26'23" East, 60.94 feet;  
 Thence North 17°58'30" East, 140.06 feet;  
 Thence North 4°40'27" West, 12.60 feet;  
 Thence North 34°20'43" East, 30.61 feet;  
 Thence North 83°59'40" East, 32.00 feet;  
 Thence South 73°09'30" East, 16.43 feet;  
 Thence North 61°24'04" East, 37.55 feet;  
 Thence North 46°11'13" East, 35.81 feet;  
 Thence North 78°47'26" East, 27.68 feet;  
 Thence North 63°16'37" East, 4.03 feet;



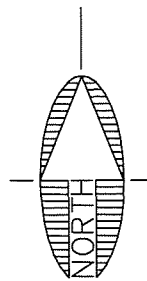
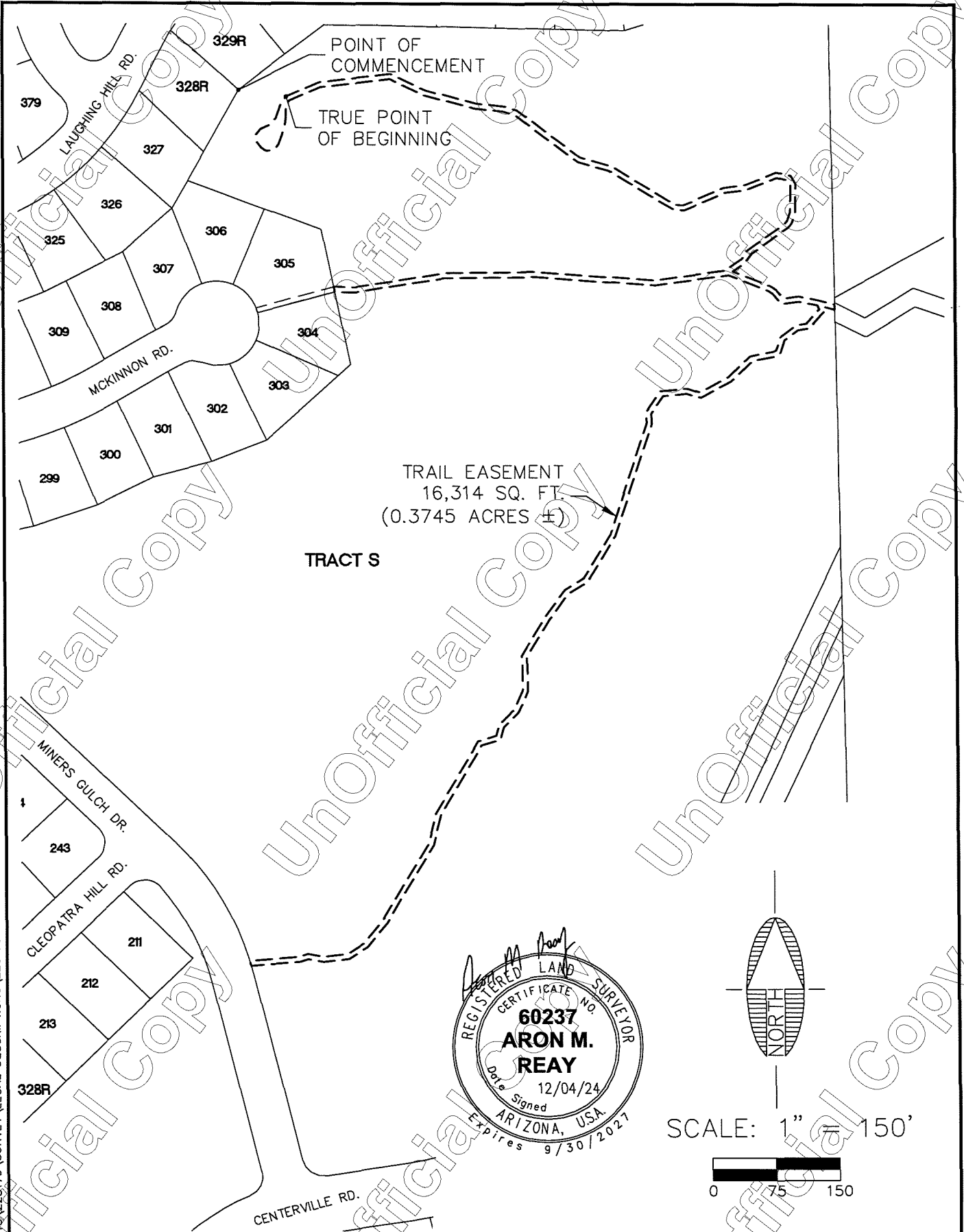
Thence North 18°28'23" East, 15.88 feet;  
 Thence North 52°05'15" East, 23.37 feet;  
 Thence North 80°42'56" East, 12.91 feet;  
 Thence North 42°12'20" East, 22.45 feet;  
 Thence North 21°30'39" West, 5.31 feet;  
 Thence North 79°04'34" West, 22.70 feet;  
 Thence South 82°01'42" West, 20.12 feet;  
 Thence North 41°46'08" West, 16.65 feet;  
 Thence North 55°43'30" West, 5.98 feet;  
 Thence North 68°24'25" West, 50.11 feet;  
 Thence South 81°59'31" West, 87.39 feet;  
 Thence North 86°09'54" West, 143.83 feet;  
 Thence South 89°11'33" West, 105.94 feet;  
 Thence South 80°45'50" West, 107.23 feet;  
 Thence North 88°06'19" West, 23.93 feet;  
 Thence North 11°56'03" West, 6.61 feet;  
 Thence South 87°10'18" East, 24.98 feet;  
 Thence North 80°45'50" East, 107.04 feet;  
 Thence North 89°11'33" East, 106.63 feet;  
 Thence South 86°09'54" East, 143.45 feet;  
 Thence North 81°59'31" East, 85.64 feet;  
 Thence North 16°42'19" East, 1.84 feet;  
 Thence North 56°02'39" East, 20.36 feet;  
 Thence North 32°47'13" East, 13.16 feet;  
 Thence North 54°41'11" East, 54.00 feet;  
 Thence North 37°51'39" East, 4.66 feet;



Thence North 17°50'20" East, 11.74 feet;  
 Thence North 0°14'34" East, 31.28 feet;  
 Thence North 30°25'40" West, 7.06 feet;  
 Thence North 76°44'48" West, 13.25 feet;  
 Thence South 67°55'23" West, 38.81 feet;  
 Thence South 82°21'49" West, 25.38 feet;  
 Thence South 66°32'17" West, 52.74 feet;  
 Thence North 83°38'24" West, 12.65 feet;  
 Thence North 59°01'31" West, 88.53 feet;  
 Thence North 74°26'30" West, 38.10 feet;  
 Thence North 53°23'46" West, 93.14 feet;  
 Thence North 72°57'40" West, 13.18 feet;  
 Thence North 84°13'42" West, 34.59 feet;  
 Thence North 75°34'01" West, 61.74 feet;  
 Thence North 64°41'28" West, 44.84 feet;  
 Thence South 83°26'35" West, 82.37 feet;  
 Thence South 65°55'19" West, 40.38 feet;  
 Thence South 36°06'43" West, 6.68 feet;  
 Thence South 14°42'45" West, 13.22 feet;  
 Thence South 19°46'13" West, 13.99 feet;  
 Thence South 34°57'56" West, 5.63 feet;  
 Thence South 65°39'48" West, 6.36 feet;  
 Thence South 89°12'44" West, 5.91 feet;  
 Thence North 56°32'58" West, 6.70 feet;  
 Thence North 38°51'01" West, 8.53 feet;  
 Thence North 3°03'10" West, 8.71 feet;  
 Thence North 38°19'38" East, 8.25 feet;  
 Thence North 65°13'12" East, 11.15 feet;  
 Thence North 46°30'17" East, 10.03 feet; to the True Point of Beginning.  
 Containing 16,314 square feet (0.3745 acres), more or less.



PLOTTED: Dec 04, 2024--3:11pm



SCALE: 1" = 150'



Shepherd & Wesnitzer, Inc.  
An ARDURRA Company

75 Kalliof Place,  
Sedona, AZ 86336  
928.282.1061  
928.282.2058 fax  
www.ardurra.com

|         |           |
|---------|-----------|
| JOB NO. | 223179    |
| DATE    | JULY 2023 |
| SCALE   | 1"=150'   |
| DRAWN   | AMR       |
| DESIGN  |           |
| CHECKED | AMR       |

MOUNTAIN GATE TRAILS

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION  
PROPOSED TRAIL EASEMENT  
TRACT S

CLARKDALE  
ARIZONA

SHEET

7

OF 7

eRecorded in Yavapai County, AZ  
Michelle M. Burchill, Recorder

RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

TOWN OF CLARKDALE  
PO BOX 308  
CLARKDALE, AZ 86324

EXEMPT ARS 11-1134 B7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,  
Mountain Gate Community Association I, an Arizona non-profit Corporation  
do/does hereby convey to  
Town of Clarkdale

the following real property situated in Yavapai County, ARIZONA:

TRAIL EASEMENT – TRACT P. SEE EXHIBIT A ATTACHED HERETO AND MADE A  
PART HEREOF

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of  
way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of  
record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: May 2, 2025

Grantor(s):

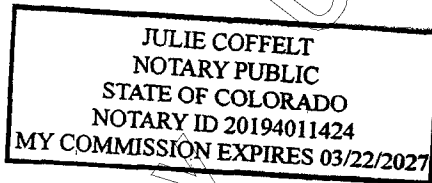
Mountain Gate Community Association I, an  
Arizona non-profit Corporation

By: Henla Erich  
Its: President

State of ~~Arizona~~ Colorado sc } ss:  
County of ~~Yavapai~~ La Plata sc

On May 12, 2025, before me personally appeared Karla Erickson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)



Julie Coffelt  
Notary Public  
Commission Expires: 03/22/2027

**LEGAL DESCRIPTION  
TRAIL EASEMENT - TRACT P  
RE-PLAT OF MOUNTAIN GATE  
APN: 400-06-668A  
JULY 20, 2023  
SWI JOB # 223179**

The following is a description for a strip of land, 6 feet in width, being a portion of Tract P of the Re-plat of Mountain Gate Subdivision as recorded in reception number 2017-0062326 in the Yavapai County Recorder's official records (referred to hereafter as (R1) lying in Section 20, Township 16 North, Range 3 East, Gila and Salt River Base and Meridian, Town of Clarkdale, Yavapai County, Arizona; more particularly described as follows:

Commencing at the southwest corner of Lot 445R of (R1), from which, the southeast corner of Lot 440R bears South 78°20'43" East, 344.30 feet (R1 and Basis of Bearings for this description);

Thence South 78°20'43" East, 169.30 feet to a point on the north right of way line of Miner's Gulch Drive and the True Point of Beginning;

Thence North 11°39'17" East, 95.03 feet;

Thence North 12°54'55" East, 43.21 feet;

Thence North 46°36'39" East, 10.87 feet;

Thence North 58°07'16" East, 88.04 feet;

Thence North 28°01'13" East, 51.87 feet;

Thence North 38°53'38" East, 36.91 feet;

Thence South 79°19'58" West, 3.32 feet;

Thence North 87°04'47" West, 10.56 feet;

Thence North 72°59'20" West, 10.36 feet;

Thence North 53°11'00" West, 11.59 feet to the beginning of a non-tangent curve concave northwesterly, said curve has a radius of 50.00 feet, to which a radial line bears South 29°06'25" East;

Thence northeasterly along said curve through a central angle of 7°20'27" an arc distance of 6.41 feet;

Thence South 53°11'00" East, 8.31 feet;

Thence South 72°59'20" East, 8.57 feet;

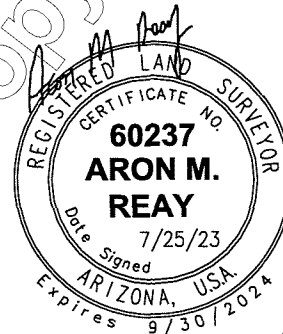
Thence South 87°04'47" East, 9.11 feet;

Thence North 79°19'58" East, 7.78 feet;

Thence North 86°58'57" East, 1.63 feet;

Thence North 38°53'38" East, 81.88 feet;

Thence North 52°21'25" East, 38.73 feet;



Thence North 18°04'12" East, 54.54 feet;  
Thence North 35°31'08" East, 52.86 feet;  
Thence North 81°20'50" East, 82.60 feet;  
Thence South 84°08'09" East, 48.94 feet;  
Thence North 67°20'10" East, 117.88 feet;  
Thence North 54°18'36" East, 71.76 feet;  
Thence North 68°19'19" East, 36.84 feet;  
Thence South 81°18'49" East, 16.29 feet;  
Thence North 81°48'46" East, 62.65 feet;  
Thence South 65°43'01" East, 9.52 feet;  
Thence South 26°22'42" West, 7.82 feet;  
Thence South 43°38'07" West, 58.73 feet;  
Thence South 5°12'03" West, 1.71 feet;  
Thence South 65°22'41" East, 3.86 feet;  
Thence North 86°25'33" East, 55.28 feet;  
Thence South 27°49'06" East, 92.94 feet;  
Thence South 62°10'54" West, 6.00 feet;  
Thence North 27°49'06" West, 89.06 feet;  
Thence South 86°25'33" West, 52.91 feet;  
Thence North 65°22'41" West, 9.62 feet;  
Thence North 5°12'03" East, 8.05 feet;  
Thence North 43°38'07" East, 59.91 feet;  
Thence North 26°22'42" East, 0.69 feet;  
Thence North 65°43'01" West, 1.55 feet;  
Thence South 81°48'46" West, 61.79 feet;  
Thence North 81°18'49" West, 15.55 feet;  
Thence South 68°19'19" West, 34.48 feet;



Thence South 54°18'36" West, 71.71 feet;  
Thence South 67°20'10" West, 120.09 feet;  
Thence North 84°08'09" West, 49.70 feet;  
Thence South 81°20'50" West, 79.30 feet;  
Thence South 35°31'08" West, 49.40 feet;  
Thence South 18°04'12" West, 55.47 feet;  
Thence South 52°21'25" West, 39.87 feet;  
Thence South 38°53'38" West, 126.43 feet;  
Thence South 28°01'13" West, 52.91 feet;  
Thence South 58°07'16" West, 89.05 feet;  
Thence South 46°36'39" West, 8.45 feet;  
Thence South 12°54'55" West, 41.33 feet;  
Thence South 11°39'17" West, 94.97 feet;  
Thence North 78°20'43" West, 6.00 feet to the True Point of Beginning;  
Containing 7,540 square feet (0.1731 acres), more or less.





eRecorded in Yavapai County, AZ  
Michelle M. Burchill, Recorder

RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

TOWN OF CLARKDALE  
PO BOX 308  
CLARKDALE, AZ 86324

EXEMPT ARS 11-1134 B7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,  
Mountain Gate Clarkdale, LLC, a Delaware limited liability company  
do/does hereby convey to

Town of Clarkdale

the following real property situated in Yavapai County, ARIZONA:

**ACCOMMODATION RECORDING  
NO TITLE LIABILITY**

TRAIL EASEMENT – PORTION OF LOT 180R. SEE EXHIBIT A ATTACHED HERETO AND MADE A  
PART HEREOF

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of  
way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of  
record.

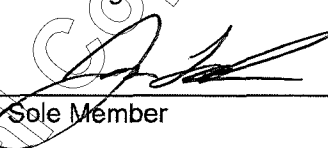
And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: May 2, 2025

Grantor(s):

Mountain Gate Clarkdale, a Delaware limited  
liability company

By MG Manager, LLC, a California limited liability  
company, its manager

  
Jon Lash, Sole Member

Warranty Deed  
Page 2

State of California  
County of Los Angeles

} ss:

On \_\_\_\_\_, 2025, before me personally appeared Jon Lash, Managing Member, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)

See Attached  
Notary Public  
Commission Expires: Sept 17, 2026

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On May 5, 2025 before me, Gracelda Sandaval-Horton, Notary Public,  
(here insert name and title of the officer)

personally appeared Jon Kash

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gracelda Sandaval-Horton

(Seal)



## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Warranty Deed - trail easement

Portion of lot 180R Mtn Gate / Town of Clarkdale

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 109 Entry # 5

Notary contact: 562 477-7772

#### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

LEGAL DESCRIPTION  
TRAIL EASEMENT - LOT 180R  
RE-PLAT OF MOUNTAIN GATE  
APN: 400-06-235  
JULY 25, 2023  
SWI JOB # 223179

The following is a description for a strip of land, 6 feet in width, being a portion of Lot 180R as shown on the Re-plat of Mountain Gate Subdivision as recorded in reception number 2017-0062326 in the Yavapai County Recorder's official records (referred to hereafter as (R1) lying in Section 20, Township 16 Thence North, Range 3 East, Gila and Salt River Base and Meridian, Town of Clarkdale, Yavapai County, Arizona; more particularly described as follows:

Beginning at the southwest corner of said Lot 180R, from which, the southeast corner of said Lot 180R bears North 69°14'38" East 193.02' feet (R1 and Basis of Bearings for this description);

Thence North 21°16'04" West, 30.22 feet to a point on the west line of said Lot 180R;

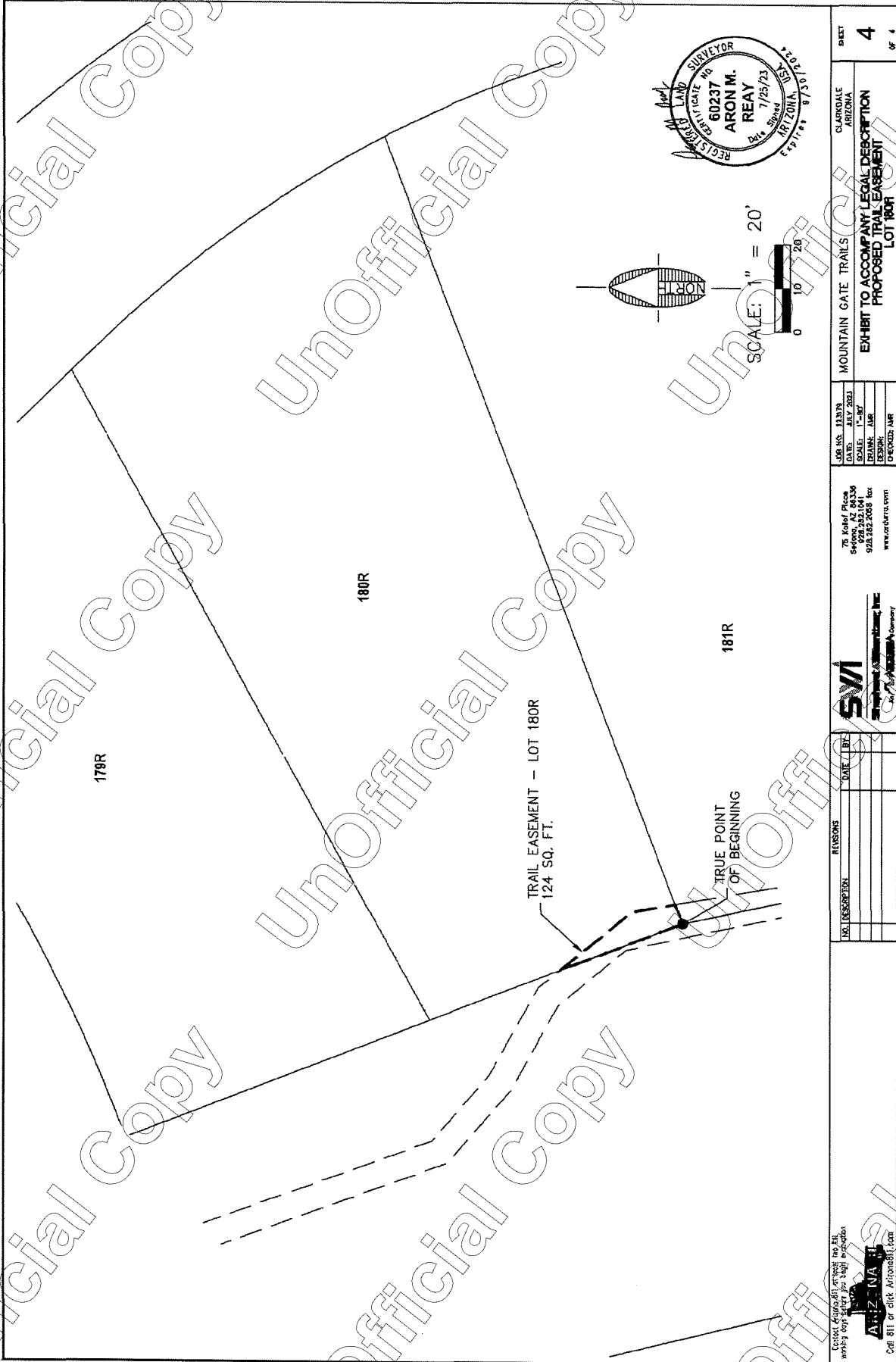
Thence South 39°27'21" East, 21.50 feet;

Thence South 9°58'31" East, 10.03 feet to a point on the south line of said Lot 180R;

Thence South 69°14'38" West, 4.75 feet to the True Point of Beginning;

Containing 124 square feet, more or less.





PLOTTED: Jul 25, 2023-11:18am

FILE: G:\2023\223179\SURVEY\LEGAL DESCRIPTIONS\223179 - LOT 180R.DWG ARAY

Consult Arizona dot gov for all  
writing days before you begin  
Call 811 or click [Arizona11.com](http://Arizona11.com)

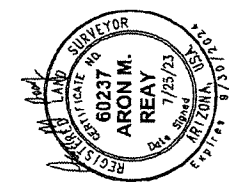


76 Kofel Place  
Suite 100  
Phoenix, AZ 85004  
928.882.2088 fax  
[www.sdmars.com](http://www.sdmars.com)

JOB NO: 13378  
DATE: JUL 2023  
SCALE: 1"=20'  
DRAWN: JMR  
CHECKED: JMR

MOUNTAIN GATE TRAILS  
CLAYVILLE  
ARIZONA  
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION  
PROPOSED TRAIL EASEMENT  
LOT 180R

SHEET  
4  
OF 4



eRecorded in Yavapai County, AZ  
Michelle M. Burchill, Recorder

RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.  
AND WHEN RECORDED MAIL TO:

TOWN OF CLARKDALE  
PO BOX 308  
CLARKDALE, AZ 86324

EXEMPT ARS 11-1134 B7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,  
Mountain Gate Clarkdale, LLC, a Delaware limited liability company  
do/does hereby convey to  
Town of Clarkdale  
the following real property situated in Yavapai County, ARIZONA:

ACCOMMODATION RECORDING  
NO TITLE LIABILITY

TRAIL EASEMENT – PORTION OF LOT 181R. SEE EXHIBIT A ATTACHED HERETO AND MADE A  
PART HEREOF

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of  
way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of  
record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: May 2, 2025

Grantor(s):

Mountain Gate Clarkdale, a Delaware limited  
liability company

By MG Manager, LLC, a California limited liability  
company, its manager

  
Jon Lash, Sole Member

Warranty Deed  
Page 2

State of California  
County of Los Angeles

} ss:

On \_\_\_\_\_, 2025, before me personally appeared Jon Lash, Managing Member, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)

*See Attached*  
Notary Public  
Commission Expires: Sept 17, 2026

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On May 5, 2025 before me, Gracelda Sandoval-Horton, Notary Public,  
(here insert name and title of the officer)

personally appeared Jon Lash

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

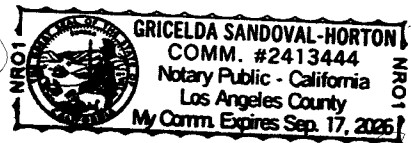
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gracelda Sandoval-Horton

(Seal)



## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Warranty Deed (portion of lot 181R) Mountain Gate / Town of Clarkdale Trail Easement containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 109 Entry # 6

Notary contact: 562 477 7772

#### Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

LEGAL DESCRIPTION  
TRAIL EASEMENT - LOT 181R  
RE-PLAT OF MOUNTAIN GATE

APN: 400-06-236

JULY 25, 2023

SWI JOB # 223179

The following is a description for a strip of land, 6 feet in width, being a portion of Lot 180R as shown on the Re-plat of Mountain Gate Subdivision as recorded in reception number 2017-0062326 in the Yavapai County Recorder's official records (referred to hereafter as (R1) lying in Section 20, Township 16 Thence North, Range 3 East, Gila and Salt River Base and Meridian, Town of Clarkdale, Yavapai County, Arizona; more particularly described as follows:

Beginning at the northwest corner of said Lot 181R, from which, the northeast corner of said Lot 181R bears North 69°14'38" East 193.02' feet (R1 and Basis of Bearings for this description);

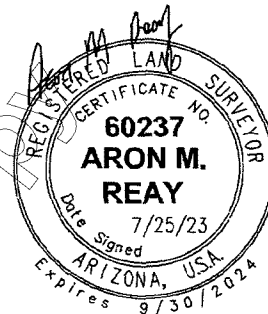
Thence North 69°14'38" East, 4.75 feet to a point on the north linbe of said Lot 181R;

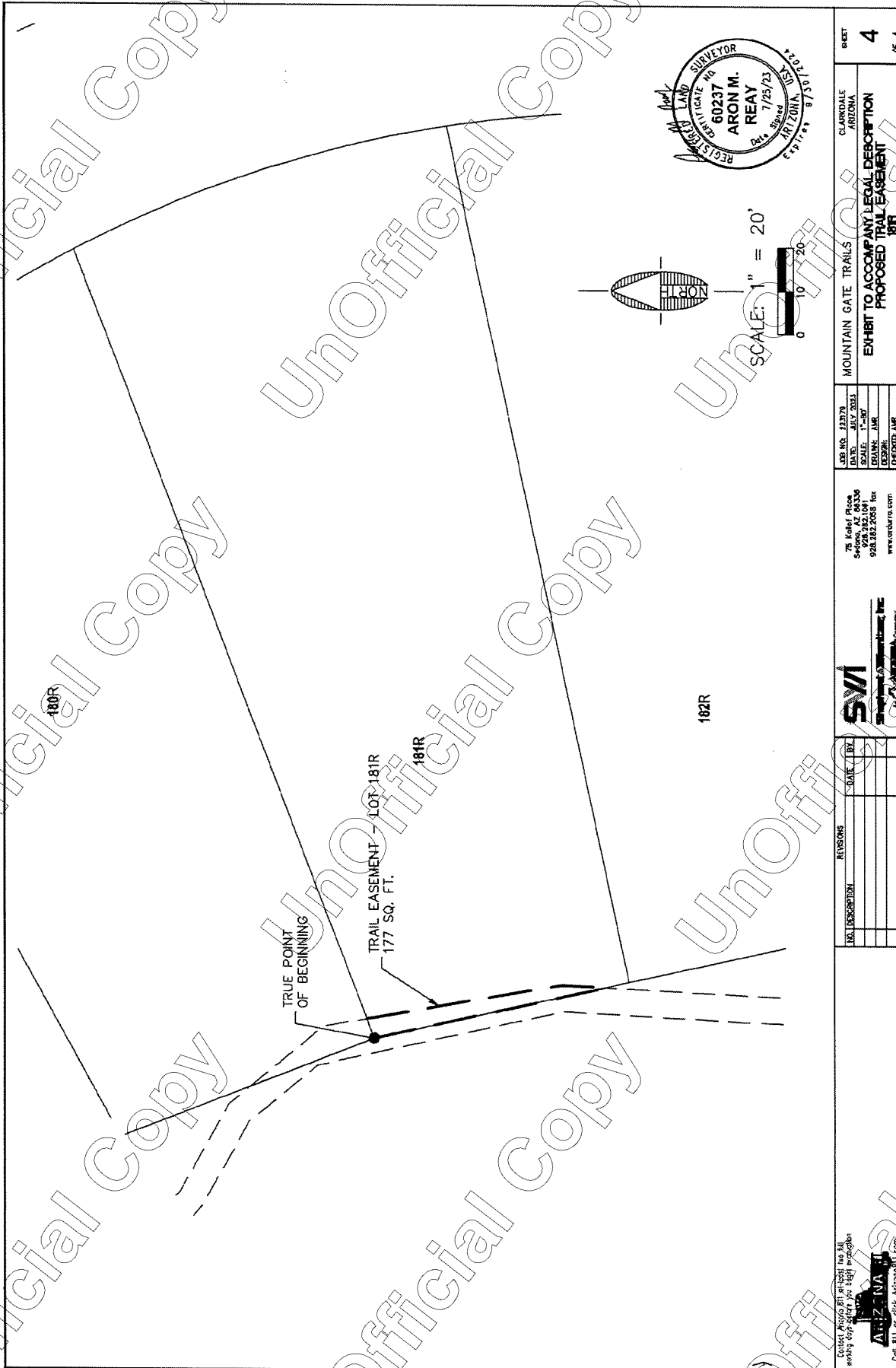
Thence South 9°58'31" East, 45.11 feet to a point of non-tangency;

Thence South 2°59'46" West, 9.97 feet to a point on the west line of said Lot 181R;

Thence North 12°33'09" West, 53.99 feet to the True point of Beginning;

Containing 177 square feet, more or less







# Staff Report

Item Number: 7.D.

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|                               |                                                                                                                                                                                                                         |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Agenda Item:</u></b>    | <b>Update from the Fifty-Seventh Legislature's First Session</b><br>Presentation and discussion only of the Legislative Update from the Fifty-Seventh Legislature's First Session.                                      |
| <b><u>Staff Contact:</u></b>  | Ruth Mayday, Assistant Town Manager/Community Development Director                                                                                                                                                      |
| <b><u>Meeting Date:</u></b>   | August 12, 2025                                                                                                                                                                                                         |
| <b><u>Strategic Goal:</u></b> | This agenda item supports the following Clarkdale Strategic Goal Area: <ul style="list-style-type: none"><li>• Goal Area 1 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.</li></ul> |
| <b><u>Background:</u></b>     | Now that the Fifty-Seventh Legislature, First Session, is over, staff have reviewed the bills that will affect planning, zoning, and development in Clarkdale. This discussion will cover each bill and its impact.     |
| <b><u>Budget Impact:</u></b>  | No budget impact.                                                                                                                                                                                                       |
| <b><u>Recommendation:</u></b> | Discussion only. No recommendation..                                                                                                                                                                                    |