



TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943
www.jerome.az.gov

AGENDA – AMENDED (8/6/2022)

REGULAR MEETING OF THE JEROME TOWN COUNCIL COUNCIL CHAMBERS, JEROME TOWN HALL 600 CLARK STREET, JEROME, ARIZONA **TUESDAY, AUGUST 9, 2022, AT 7:00 P.M.**

Due to the length of this meeting, Council may recess and reconvene at the time and date announced.

Pursuant to A.R.S. 38-431.02 notice is hereby given to the members of the Council and to the General Public that the Jerome Town Council plans to hold the above meeting.

Persons with a disability may request an accommodation such as a sign language interpreter by contacting Kristen Muenz, Deputy Clerk, at 928-634-7943. Requests should be made early enough to allow time to arrange the accommodation. For TTY access, call the Arizona Relay Service at 800-367-8939 and ask for the Town of Jerome at 928-634-7943.

A copy of the full public meeting packet may be reviewed at the offices of Jerome Town Hall during normal business hours, and on the Town's website at www.jerome.az.gov.

ITEM #1:	CALL TO ORDER/ROLL CALL Mayor/Chairperson to call meeting to order. Town Clerk to call and record the roll.	
ITEM #2:	FINANCIAL REPORTS Financial reports for July 2022	Discussion/Possible Action
ITEM #3:	STAFF AND COUNCIL REPORTS Reports by the Town Manager/Clerk, Deputy Town Clerk, Utilities Clerk, Accounting Clerk, Public Works Department, Building Inspector, Library, Municipal Court, Police Chief, Fire Chief, and Council members.	Discussion/Possible Action
ITEM #4:	ZONING ADMINISTRATOR'S REPORT/PLANNING & ZONING AND DESIGN REVIEW BOARD MINUTES Minutes are provided for the information of Council and do not require action.	Discussion/Possible Direction
ITEM #5:	APPROVAL OF MINUTES July 12 regular meeting; July 25 special meeting	Discussion/Possible Action
ITEM #6:	PETITIONS FROM THE PUBLIC <i>Pursuant to A.R.S. § 38-431.01(H), public comment is permitted on matters not listed on the agenda, but the subject matter must be within the jurisdiction of the Council. All comments are subject to reasonable time, place and manner restrictions. All petitioners must fill out a request form with their name and subject matter. When recognized by the chair, please step to the podium, state your name and please observe the three (3) minute time limit. No petitioners will be recognized without a request. The Council's response to public comments is limited to asking staff to review a matter commented upon, asking that a matter be put on a future agenda, or responding to criticism.</i>	Discussion/Possible Direction
ITEM #7:	ORDINANCES AND RESOLUTIONS	
	ITEM #7A: RESOLUTION No. 644; A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF JEROME, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF PROPERTY WITHIN THE TOWN A CERTAIN SUM OF MONEY FOR FISCAL YEAR 2022-23 TO BE ASSESSED AGAINST THE VALUATION OF REAL PROPERTY FOR PRIMARY TAX PURPOSES. Council may approve the property tax levy for the Town of Jerome for the fiscal year ending June 30, 2023. No increase in the tax levy has been proposed.	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
ITEM #8:	UNFINISHED BUSINESS	
	ITEM #8A: ANNEXATION Council will continue discussing the process of annexation and consider whether to begin that process and for which areas.	Sponsored by Councilmember Sage Harvey Discussion/Possible Direction
	ITEM #8B: MICROBREWERY REGULATIONS Council will continue discussions regarding regulations for microbreweries and may direct staff regarding preparation of an ordinance to amend the Jerome Town Code in that regard.	Sponsored by Councilmember Sage Harvey Discussion/Possible Direction
	ITEM #8C: PAINTING OF CROSSWALK Council will continue to discuss the possibility of painting a crosswalk in Pride colors.	Sponsored by Vice Mayor Alex Barber Discussion/Possible Action

ITEM #9:	NEW BUSINESS	
	ITEM #9A: AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – DESIGN OF WASTEWATER TREATMENT PLANT IMPROVEMENTS Council may approve an agreement with PACE Engineering for the design of wastewater treatment plant improvements, <u>contingent upon USDA concurrence.</u>	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
	ITEM #9B DISCUSSION ON TERMS OF POTENTIAL RENTAL AGREEMENT – 655 HOLLY Council may provide direction on the terms of a rental agreement for 655 Holly Avenue.	Sponsored by Councilmember Sage Harvey Discussion/Possible Action
	ITEM #9C: DISCUSSION AND FUTURE GUIDANCE ON 21 NORTH DRIVE Council will discuss building code violations, the historic significance and possible future action. **	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
	ITEM #9D: RECOGNITION OF RETIRED TOWN MANAGER / CLERK CANDACE GALLAGHER Council will recognize the service of retiring Town Manager / Clerk Candace Gallagher	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
	ITEM #9E: CONSIDERATION OF SPECIAL EVENT PERMIT FOR JEROME INDIE FILM AND MUSIC FESTIVAL ON OCTOBER 1, 2022 (APPLICANT TONI ROSS) Council will consider and may approve a special event permit	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
	ITEM #9F: CONSIDERATION OF SPECIAL EVENT PERMIT FOR JEROME CHAMBER OF COMMERCE JEROME ART IN THE PARK PROJECT (APPLICANT JEROME CHAMBER) Council will consider and may approve a special event permit	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
	ITEM #9G: DISCUSSION ON POSSIBLE FUTURE CODE AMENDMENT PERTAINING TO STAGE 1 WATER ALERT STRATEGIES Council will discuss and may direct Town of Jerome Code Amendments related to Stage 1 Water Strategies	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
	ITEM #9H: CONSIDERATION OF A CONDITIONAL USE PERMIT (CUP) TO CONTINUE RESIDENTIAL USE OF 511 SCHOOL STREET Council will consider and may approve a Conditional Use Permit for 511 School Street for continued residential use	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
	ITEM #9I: DISCUSSION ON POSSIBLE FUTURE TOWN CODE AMENDMENT PERTAINING TO SHORT-TERM RENTAL REGULATIONS (ARTICLE 8-7) Council will discuss and may direct Town of Jerome Code Amendments related to Short-term Rental Regulations	Sponsored by Councilmember Sage Harvey Discussion/Possible Action
ITEM #10:	TO AND FROM THE COUNCIL Council may direct staff regarding items to be placed on a future agenda.	Discussion; Possible Direction
ITEM #11:	ADJOURNMENT	

The Town Council may recess the public meeting and convene in Executive Session for the purpose of discussion or consultation for legal advice with the Town Attorney, who may participate telephonically, regarding any item listed on this agenda pursuant to A.R.S. § 38-431.03 (A)(3). The Chair reserves the right, with the consent of Council, to take items on the agenda out of order.

** Following the conclusion of the items set forth in this agenda, members, Including a possible quorum of members, may go on site to 21 North Drive for the purpose of examining the building for future consideration. If a quorum of the Council elects to go to 21 North Drive, Council will adjourn the meeting and announce that it will reconvene at 21 North Drive. No action will be taken. If less than a quorum elects to go to 21 North Drive, the Council will adjourn the meeting. **

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that this notice and agenda was posted at the following locations on or before 7 p.m. on _____ in accordance with the statement filed by the Jerome Town Council with the Jerome Town Clerk: (1) 970 Gulch Road, side of Gulch Fire Station, exterior posting case; (2) 600 Clark Street, Jerome Town Hall, exterior posting case; (3) 120 Main Street, Jerome Post office, interior posting case.

Kristen Muenz, Deputy Town Clerk

Town of Jerome
Budget to Actual Summary
22-Jul

Fund	Department	Current Period			YTD		
		Revenue	Budget	Variance	Revenue	Budget	Variance
	10 GF Revenue	\$ 144,693.01	\$ 208,297.33	\$ (63,604.32)	\$ 144,693.01	\$ 208,297.33	\$ (63,604.32)
	Total	\$ 144,693.01	\$ 208,297.33	\$ (63,604.32)	\$ 144,693.01	\$ 208,297.33	\$ (63,604.32)
		Expense	Budget	Variance	Expense	Budget	Variance
	11 Admin	\$ 131,186.44	\$ 155,707.16	\$ 24,520.72	\$ 131,186.44	\$ 155,707.16	\$ 24,520.72
	12 Court	\$ 5,300.98	\$ 8,425.68	\$ 3,124.70	\$ 5,300.98	\$ 8,425.68	\$ 3,124.70
	13 Police	\$ 41,043.49	\$ 60,587.44	\$ 19,543.95	\$ 41,043.49	\$ 60,587.44	\$ 19,543.95
	14 Fire	\$ 21,684.41	\$ 53,014.00	\$ 31,329.59	\$ 21,684.41	\$ 53,014.00	\$ 31,329.59
	15 Library	\$ 6,209.69	\$ 8,709.91	\$ 2,500.22	\$ 6,209.69	\$ 8,709.91	\$ 2,500.22
	16 P&Z	\$ 5,738.60	\$ 8,966.86	\$ 3,228.26	\$ 5,738.60	\$ 8,966.86	\$ 3,228.26
	17 Parks	\$ 666.11	\$ 1,847.75	\$ 1,181.64	\$ 666.11	\$ 1,847.75	\$ 1,181.64
	18 Properties	\$ 5,469.25	\$ 24,744.23	\$ 19,274.98	\$ 5,469.25	\$ 24,744.23	\$ 19,274.98
	Total	\$ 217,298.97	\$ 322,003.03	\$ 104,704.06	\$ 217,298.97	\$ 322,003.03	\$ 104,704.06
General	Net Income (Loss)	\$ (72,605.96)	\$ (113,705.70)	\$ 41,099.74	\$ (72,605.96)	\$ (113,705.70)	\$ 41,099.74
		Revenue	Budget	Variance	Revenue	Budget	Variance
	50 Water	\$ 63,871.50	\$ 64,958.34	\$ (1,086.84)	\$ 63,871.50	\$ 64,958.34	\$ (1,086.84)
	51 Sewer	\$ 21,778.39	\$ 23,125.00	\$ (1,346.61)	\$ 21,778.39	\$ 23,125.00	\$ (1,346.61)
	52 Trash	\$ 17,461.23	\$ 18,229.17	\$ (767.94)	\$ 17,461.23	\$ 18,229.17	\$ (767.94)
	Total	\$ 103,111.12	\$ 106,312.51	\$ (3,201.39)	\$ 103,111.12	\$ 106,312.51	\$ (3,201.39)
		Expense	Budget	Variance	Expense	Budget	Variance
	50 Water	\$ 14,299.24	\$ 67,791.68	\$ 53,492.44	\$ 14,299.24	\$ 67,791.68	\$ 53,492.44
	51 Sewer	\$ 8,608.78	\$ 24,333.34	\$ 15,724.56	\$ 8,608.78	\$ 24,333.34	\$ 15,724.56
	52 Trash	\$ 11,079.84	\$ 18,895.83	\$ 7,815.99	\$ 11,079.84	\$ 18,895.83	\$ 7,815.99
	Total	\$ 33,987.86	\$ 111,020.85	\$ 77,032.99	\$ 33,987.86	\$ 111,020.85	\$ 77,032.99
Utilities	Net Income (Loss)	\$ 69,123.26	\$ (4,708.34)	\$ 73,831.60	\$ 69,123.26	\$ (4,708.34)	\$ 73,831.60
		Revenue	Budget	Variance	Revenue	Budget	Variance
	30 HURF	\$ 24,269.81	\$ 23,787.83	\$ 481.98	\$ 24,269.81	\$ 23,787.83	\$ 481.98
		Expense	Budget	Variance	Expense	Budget	Variance
		\$ 6,042.61	\$ 25,454.51	\$ 19,411.90	\$ 6,042.61	\$ 25,454.51	\$ 19,411.90
Road	Net Income (Loss)	\$ 18,227.20	\$ (1,666.68)	\$ 19,893.88	\$ 18,227.20	\$ (1,666.68)	\$ 19,893.88
		Revenue	Budget	Variance	Revenue	Budget	Variance
	35 Parking	\$ 20,493.45	\$ 33,333.33	\$ (12,839.88)	\$ 20,493.45	\$ 33,333.33	\$ (12,839.88)
		Expense	Budget	Variance	Expense	Budget	Variance
		\$ 34,096.96	\$ 37,888.41	\$ 3,791.45	\$ 34,096.96	\$ 37,888.41	\$ 3,791.45
Parking	Net Income (Loss)	\$ (13,603.51)	\$ (4,555.08)	\$ (9,048.43)	\$ (13,603.51)	\$ (4,555.08)	\$ (9,048.43)
		Current Month			Year To Date		
	Total Revenue	\$ 292,567.39			\$ 292,567.39		
	Less Total Expense	\$ 291,426.40			\$ 291,426.40		
	Net Income (Loss)	\$ 1,140.99			\$ 1,140.99		

8/1/22

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Town of Jerome
Income Statement
 (Original Budget to Actual Comparison)
 For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
 Department: (10) Revenues & General Fund

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
Revenues								
Property Taxes	\$1,289.86	\$3,958.33	\$(2,668.47)	(67.4)%	\$1,289.86	\$3,958.33	\$(2,668.47)	(67.4)%
City Sales Taxes	74,057.26	116,666.67	(42,609.41)	(36.5)	74,057.26	116,666.67	(42,609.41)	(36.5)
State Sales Taxes	5,443.11	5,534.58	(91.47)	(1.7)	5,443.11	5,534.58	(91.47)	(1.7)
Urban Revenue Share	23,712.69	24,126.08	(413.39)	(1.7)	23,712.69	24,126.08	(413.39)	(1.7)
Yavapai County for Library	0.00	2,102.92	(2,102.92)	(100.0)	0.00	2,102.92	(2,102.92)	(100.0)
Vehicle License Tax	2,832.57	3,419.42	(586.85)	(17.2)	2,832.57	3,419.42	(586.85)	(17.2)
Fines and Forfeitures	5,912.87	5,083.33	829.54	16.3	5,912.87	5,083.33	829.54	16.3
Court Security Fund Revenue	800.00	833.33	(33.33)	(4.0)	800.00	833.33	(33.33)	(4.0)
Building Permits	445.10	875.00	(429.90)	(49.1)	445.10	875.00	(429.90)	(49.1)
Planning & Zoning Fees	325.00	416.67	(91.67)	(22.0)	325.00	416.67	(91.67)	(22.0)
Business Licenses	170.00	375.00	(205.00)	(54.7)	170.00	375.00	(205.00)	(54.7)
Commercial Filming Fees	0.00	41.67	(41.67)	(100.0)	0.00	41.67	(41.67)	(100.0)
Fire Dept Services Rev	612.00	166.67	445.33	267.2	612.00	166.67	445.33	267.2
Franchise Fees	0.00	1,250.00	(1,250.00)	(100.0)	0.00	1,250.00	(1,250.00)	(100.0)
PD Parking Citation Revenue	2,702.00	3,000.00	(298.00)	(9.9)	2,702.00	3,000.00	(298.00)	(9.9)
PD Revenue From Parking Fund	3,125.00	3,125.00	0.00	0.0	3,125.00	3,125.00	0.00	0.0
Police Smart & Safe AZ Fund	0.00	416.67	(416.67)	(100.0)	0.00	416.67	(416.67)	(100.0)
Police Officer Safety Equip Rev	166.80	187.50	(20.70)	(11.0)	166.80	187.50	(20.70)	(11.0)
Police Services	1,075.00	833.33	241.67	29.0	1,075.00	833.33	241.67	29.0
Rents	6,634.80	7,520.83	(886.03)	(11.8)	6,634.80	7,520.83	(886.03)	(11.8)
Utility Reimbursements	300.24	375.00	(74.76)	(19.9)	300.24	375.00	(74.76)	(19.9)
Wildland Fire Fees	0.00	5,833.33	(5,833.33)	(100.0)	0.00	5,833.33	(5,833.33)	(100.0)
Wildlands Wage Reimbursement	0.00	3,416.67	(3,416.67)	(100.0)	0.00	3,416.67	(3,416.67)	(100.0)
Firewise Wage Reimbursement	0.00	3,000.00	(3,000.00)	(100.0)	0.00	3,000.00	(3,000.00)	(100.0)
Contributions	0.00	208.33	(208.33)	(100.0)	0.00	208.33	(208.33)	(100.0)
Library Contributions	0.00	91.67	(91.67)	(100.0)	0.00	91.67	(91.67)	(100.0)
Interest	389.71	133.33	256.38	192.3	389.71	133.33	256.38	192.3
Sale of Assets	0.00	416.67	(416.67)	(100.0)	0.00	416.67	(416.67)	(100.0)
Miscellaneous Revenues	18.00	208.33	(190.33)	(91.4)	18.00	208.33	(190.33)	(91.4)
Administrative Charges	14,681.00	14,681.00	0.00	0.0	14,681.00	14,681.00	0.00	0.0
Net Revenues	\$144,693.01	\$208,297.33	\$(63,604.32)	(30.5)%	\$144,693.01	\$208,297.33	\$(63,604.32)	(30.5)%
Net Income (Loss)	\$144,693.01	\$208,297.33	\$(63,604.32)	(30.5)%	\$144,693.01	\$208,297.33	\$(63,604.32)	(30.5)%

8/1/22

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Town of Jerome
Income Statement
 (Original Budget to Actual Comparison)
 For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
 Department: (11) Administration

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Program Expenses</u>								
Accounting and Auditing	\$0.00	\$1,416.67	\$1,416.67	100.0%	\$0.00	\$1,416.67	\$1,416.67	100.0%
Advertising, Printing, & Publishing	0.00	583.33	583.33	100.0	0.00	583.33	583.33	100.0
Contract Services	5,988.00	1,375.00	(4,613.00)	(335.5)	5,988.00	1,375.00	(4,613.00)	(335.5)
Conventions and Seminars	0.00	333.33	333.33	100.0	0.00	333.33	333.33	100.0
Training & Education	0.00	208.33	208.33	100.0	0.00	208.33	208.33	100.0
Dues, Subs & Memberships	552.00	583.33	31.33	5.4	552.00	583.33	31.33	5.4
TPT Collection Fee Exp	0.00	1,200.00	1,200.00	100.0	0.00	1,200.00	1,200.00	100.0
Election expenses	0.00	258.33	258.33	100.0	0.00	258.33	258.33	100.0
Insurance	200.00	1,458.33	1,258.33	86.3	200.00	1,458.33	1,258.33	86.3
Insurance Deductible Exp	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Legal Exp - Gen Gov	0.00	1,666.67	1,666.67	100.0	0.00	1,666.67	1,666.67	100.0
Miscellaneous	0.00	225.58	225.58	100.0	0.00	225.58	225.58	100.0
Bank Fees - Gen Admin	133.00	150.00	17.00	11.3	133.00	150.00	17.00	11.3
Bank Fees / Merch Svcs	901.09	750.00	(151.09)	(20.1)	901.09	750.00	(151.09)	(20.1)
Office Supplies	473.16	666.67	193.51	29.0	473.16	666.67	193.51	29.0
Copier & Equip Lease Expense	336.18	583.33	247.15	42.4	336.18	583.33	247.15	42.4
Software Support Exp - GG	565.06	1,873.17	1,308.11	69.8	565.06	1,873.17	1,308.11	69.8
Computer Hardware & Service	0.00	833.33	833.33	100.0	0.00	833.33	833.33	100.0
Operating Supplies - Gen Gov	60.91	125.00	64.09	51.3	60.91	125.00	64.09	51.3
Postage	0.00	333.33	333.33	100.0	0.00	333.33	333.33	100.0
Rep and Maint - Vehicles	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Shuttle Expenses	0.00	250.00	250.00	100.0	0.00	250.00	250.00	100.0
Small Tools and Equipment	0.00	1,041.67	1,041.67	100.0	0.00	1,041.67	1,041.67	100.0
Telephone	174.27	250.00	75.73	30.3	174.27	250.00	75.73	30.3
Travel	39.44	166.67	127.23	76.3	39.44	166.67	127.23	76.3
Tourism 1% Bed Tax	0.00	10,000.00	10,000.00	100.0	0.00	10,000.00	10,000.00	100.0
Community Health	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Preservation of Historic Buildings	0.00	5,000.00	5,000.00	100.0	0.00	5,000.00	5,000.00	100.0
Transfers Out	93,333.48	93,333.33	(0.15)	0.0	93,333.48	93,333.33	(0.15)	0.0
Total Program Expenses	\$102,756.59	\$124,790.41	\$22,033.82	17.7 %	\$102,756.59	\$124,790.41	\$22,033.82	17.7 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$21,136.03	\$21,791.42	\$655.39	3.0%	\$21,136.03	\$21,791.42	\$655.39	3.0%
Longevity Bonus	125.00	88.08	(36.92)	(41.9)	125.00	88.08	(36.92)	(41.9)
Payment in Lieu of Medical Benefits	595.36	595.00	(0.36)	(0.1)	595.36	595.00	(0.36)	(0.1)
FICA Match	1,635.91	1,677.58	41.67	2.5	1,635.91	1,677.58	41.67	2.5

8/1/22

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Town of Jerome
Income Statement
 (Original Budget to Actual Comparison)
 For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
 Department: (11) Administration

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
Retirement Match	1,592.57	1,455.17	(137.40)	(9.4)	1,592.57	1,455.17	(137.40)	(9.4)
Health/Life Insurance	3,319.96	5,161.08	1,841.12	35.7	3,319.96	5,161.08	1,841.12	35.7
Workers Compensation	0.00	113.75	113.75	100.0	0.00	113.75	113.75	100.0
Unemployment Insurance	25.02	34.67	9.65	27.8	25.02	34.67	9.65	27.8
Total General & Administrative Expenses	\$28,429.85	\$30,916.75	\$2,486.90	8.0 %	\$28,429.85	\$30,916.75	\$2,486.90	8.0 %
Total Expenses	\$131,186.44	\$155,707.16	\$24,520.72	15.7%	\$131,186.44	\$155,707.16	\$24,520.72	15.7%
Net Income (Loss)	\$(131,186.44)	\$(155,707.16)	\$24,520.72	15.7%	\$(131,186.44)	\$(155,707.16)	\$24,520.72	15.7%

8/1/22
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Town of Jerome
Income Statement
(Original Budget to Actual Comparison)
For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
Department: (12) Court

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Program Expenses</u>								
Court Security Fund Expenses	\$0.00	\$833.33	\$833.33	100.0%	\$0.00	\$833.33	\$833.33	100.0%
Contract Services	0.00	583.33	583.33	100.0	0.00	583.33	583.33	100.0
Training & Education	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Dues and Subscriptions	50.00	29.17	(20.83)	(71.4)	50.00	29.17	(20.83)	(71.4)
Miscellaneous	0.00	16.67	16.67	100.0	0.00	16.67	16.67	100.0
Office Supplies	0.00	16.67	16.67	100.0	0.00	16.67	16.67	100.0
Copier & Equip Lease Exp	0.00	200.00	200.00	100.0	0.00	200.00	200.00	100.0
Telephone	72.74	66.67	(6.07)	(9.1)	72.74	66.67	(6.07)	(9.1)
Travel	0.00	83.33	83.33	100.0	0.00	83.33	83.33	100.0
Total Program Expenses	\$122.74	\$1,870.84	\$1,748.10	93.4 %	\$122.74	\$1,870.84	\$1,748.10	93.4 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$4,638.66	\$5,726.75	\$1,088.09	19.0%	\$4,638.66	\$5,726.75	\$1,088.09	19.0%
Longevity Bonus	0.00	16.67	16.67	100.0	0.00	16.67	16.67	100.0
FICA and Medicare	354.85	439.33	84.48	19.2	354.85	439.33	84.48	19.2
Retirement	176.00	341.17	165.17	48.4	176.00	341.17	165.17	48.4
Worker's Compensation	0.00	18.92	18.92	100.0	0.00	18.92	18.92	100.0
Unemployment	8.73	12.00	3.27	27.3	8.73	12.00	3.27	27.3
Total General & Administrative Expenses	\$5,178.24	\$6,554.84	\$1,376.60	21.0 %	\$5,178.24	\$6,554.84	\$1,376.60	21.0 %
Total Expenses	\$5,300.98	\$8,425.68	\$3,124.70	37.1%	\$5,300.98	\$8,425.68	\$3,124.70	37.1%
Net Income (Loss)	\$(5,300.98)	\$(8,425.68)	\$3,124.70	37.1%	\$(5,300.98)	\$(8,425.68)	\$3,124.70	37.1%

8/1/22

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Town of Jerome
Income Statement
 (Original Budget to Actual Comparison)
 For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
 Department: (13) Police

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Program Expenses</u>								
Contract Services	\$200.00	\$41.67	\$(158.33)	(380.0)%	\$200.00	\$41.67	\$(158.33)	(380.0)%
Training & Education	0.00	166.67	166.67	100.0	0.00	166.67	166.67	100.0
Dispatch Fees	3,478.75	3,500.00	21.25	0.6	3,478.75	3,500.00	21.25	0.6
Dues and Subscriptions	0.00	100.00	100.00	100.0	0.00	100.00	100.00	100.0
Fuel	0.00	1,250.00	1,250.00	100.0	0.00	1,250.00	1,250.00	100.0
Prosecutor Exp	0.00	1,666.67	1,666.67	100.0	0.00	1,666.67	1,666.67	100.0
Miscellaneous	0.00	50.00	50.00	100.0	0.00	50.00	50.00	100.0
Software Service & Support	1,235.48	704.17	(531.31)	(75.5)	1,235.48	704.17	(531.31)	(75.5)
Computer Hardware & Service	0.00	2,083.33	2,083.33	100.0	0.00	2,083.33	2,083.33	100.0
Operating Supplies - Police	134.57	208.33	73.76	35.4	134.57	208.33	73.76	35.4
Postage	0.00	16.67	16.67	100.0	0.00	16.67	16.67	100.0
Rep and Maint - Vehicles	0.00	500.00	500.00	100.0	0.00	500.00	500.00	100.0
Rep and Maint - Equipment	0.00	416.67	416.67	100.0	0.00	416.67	416.67	100.0
Police Officer Safety Equip Exp	0.00	187.50	187.50	100.0	0.00	187.50	187.50	100.0
Small Tools and Equipment	0.00	416.67	416.67	100.0	0.00	416.67	416.67	100.0
Telephone	255.76	562.50	306.74	54.5	255.76	562.50	306.74	54.5
Uniforms	0.00	125.00	125.00	100.0	0.00	125.00	125.00	100.0
Vehicles, Cap Outlay, Police	0.00	3,125.00	3,125.00	100.0	0.00	3,125.00	3,125.00	100.0
Total Program Expenses	\$5,304.56	\$15,120.85	\$9,816.29	64.9 %	\$5,304.56	\$15,120.85	\$9,816.29	64.9 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$26,076.36	\$31,159.75	\$5,083.39	16.3%	\$26,076.36	\$31,159.75	\$5,083.39	16.3%
Longevity Bonus	438.00	143.92	(294.08)	(204.3)	438.00	143.92	(294.08)	(204.3)
FICA and Medicare	1,947.35	2,394.75	447.40	18.7	1,947.35	2,394.75	447.40	18.7
Retirement	2,772.55	3,197.17	424.62	13.3	2,772.55	3,197.17	424.62	13.3
Health Insurance	4,498.58	6,450.50	1,951.92	30.3	4,498.58	6,450.50	1,951.92	30.3
Worker's Compensation	0.00	2,066.00	2,066.00	100.0	0.00	2,066.00	2,066.00	100.0
Unemployment	6.09	54.50	48.41	88.8	6.09	54.50	48.41	88.8
Total General & Administrative Expenses	\$35,738.93	\$45,466.59	\$9,727.66	21.4 %	\$35,738.93	\$45,466.59	\$9,727.66	21.4 %
Total Expenses	\$41,043.49	\$60,587.44	\$19,543.95	32.3%	\$41,043.49	\$60,587.44	\$19,543.95	32.3%
Net Income (Loss)	\$(41,043.49)	\$(60,587.44)	\$19,543.95	32.3%	\$(41,043.49)	\$(60,587.44)	\$19,543.95	32.3%

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Town of Jerome
Income Statement
 (Original Budget to Actual Comparison)
 For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
 Department: (14) Fire

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Program Expenses</u>								
Contract Services	\$0.00	\$41.67	\$41.67	100.0%	\$0.00	\$41.67	\$41.67	100.0%
Training & Education	0.00	666.67	666.67	100.0	0.00	666.67	666.67	100.0
Dispatch Fees	560.33	562.50	2.17	0.4	560.33	562.50	2.17	0.4
Dues and Subscriptions	0.00	58.33	58.33	100.0	0.00	58.33	58.33	100.0
Fuel	0.00	750.00	750.00	100.0	0.00	750.00	750.00	100.0
Legal Exp - Fire	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Medical Expenses	0.00	83.33	83.33	100.0	0.00	83.33	83.33	100.0
Medical Supplies Exp	319.29	375.00	55.71	14.9	319.29	375.00	55.71	14.9
Miscellaneous	76.99	118.58	41.59	35.1	76.99	118.58	41.59	35.1
Software Service & Support	110.49	75.00	(35.49)	(47.3)	110.49	75.00	(35.49)	(47.3)
Computer Hardware and Service	0.00	208.33	208.33	100.0	0.00	208.33	208.33	100.0
Operating Supplies - Fire Dept	0.00	125.00	125.00	100.0	0.00	125.00	125.00	100.0
Rep and Maint - Vehicles	0.00	1,666.67	1,666.67	100.0	0.00	1,666.67	1,666.67	100.0
Rep and Maint - Equipment	0.00	416.67	416.67	100.0	0.00	416.67	416.67	100.0
Small Tools and Equipment	0.00	833.33	833.33	100.0	0.00	833.33	833.33	100.0
Telephone	128.89	291.67	162.78	55.8	128.89	291.67	162.78	55.8
Total Program Expenses	\$1,195.99	\$6,314.42	\$5,118.43	81.1 %	\$1,195.99	\$6,314.42	\$5,118.43	81.1 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$10,772.94	\$14,945.50	\$4,172.56	27.9%	\$10,772.94	\$14,945.50	\$4,172.56	27.9%
Wildland Personnel	0.00	2,916.67	2,916.67	100.0	0.00	2,916.67	2,916.67	100.0
Volunteer-Employee Per Call Personnel	1,665.00	2,833.33	1,168.33	41.2	1,665.00	2,833.33	1,168.33	41.2
Firewise Personnel	2,998.25	2,583.33	(414.92)	(16.1)	2,998.25	2,583.33	(414.92)	(16.1)
Longevity Bonus	0.00	74.50	74.50	100.0	0.00	74.50	74.50	100.0
Payment in Lieu of Benefits	562.76	609.67	46.91	7.7	562.76	609.67	46.91	7.7
FICA and Medicare	1,045.83	1,724.83	679.00	39.4	1,045.83	1,724.83	679.00	39.4
Retirement	861.83	16,098.00	15,236.17	94.6	861.83	16,098.00	15,236.17	94.6
Health Insurance	2,567.90	3,025.00	457.10	15.1	2,567.90	3,025.00	457.10	15.1
Worker's Compensation	0.00	1,814.75	1,814.75	100.0	0.00	1,814.75	1,814.75	100.0
Unemployment	13.91	74.00	60.09	81.2	13.91	74.00	60.09	81.2
Total General & Administrative Expenses	\$20,488.42	\$46,699.58	\$26,211.16	56.1 %	\$20,488.42	\$46,699.58	\$26,211.16	56.1 %
Total Expenses	\$21,684.41	\$53,014.00	\$31,329.59	59.1%	\$21,684.41	\$53,014.00	\$31,329.59	59.1%
Net Income (Loss)	\$(21,684.41)	\$(53,014.00)	\$31,329.59	59.1%	\$(21,684.41)	\$(53,014.00)	\$31,329.59	59.1%

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Town of Jerome
Income Statement
 (Original Budget to Actual Comparison)
 For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
 Department: (15) Library

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Program Expenses</u>								
Contract Services	\$0.00	\$104.17	\$104.17	100.0%	\$0.00	\$104.17	\$104.17	100.0%
Miscellaneous	0.00	20.83	20.83	100.0	0.00	20.83	20.83	100.0
Office Supplies	0.00	20.83	20.83	100.0	0.00	20.83	20.83	100.0
Operating Supplies - Library	79.15	375.00	295.85	78.9	79.15	375.00	295.85	78.9
Print and Non-Print Materials	0.00	250.00	250.00	100.0	0.00	250.00	250.00	100.0
Rep and Maint - Equipment	0.00	8.33	8.33	100.0	0.00	8.33	8.33	100.0
Small Tools and Equipment	0.00	125.00	125.00	100.0	0.00	125.00	125.00	100.0
Telephone	86.09	91.67	5.58	6.1	86.09	91.67	5.58	6.1
E-Rate Exp	42.95	66.67	23.72	35.6	42.95	66.67	23.72	35.6
Total Program Expenses	\$208.19	\$1,062.50	\$854.31	80.4 %	\$208.19	\$1,062.50	\$854.31	80.4 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$4,725.25	\$6,044.75	\$1,319.50	21.8%	\$4,725.25	\$6,044.75	\$1,319.50	21.8%
Longevity Bonus	0.00	46.50	46.50	100.0	0.00	46.50	46.50	100.0
Library Benefit Stipend	549.56	595.33	45.77	7.7	549.56	595.33	45.77	7.7
FICA and Medicare	403.04	511.50	108.46	21.2	403.04	511.50	108.46	21.2
Retirement	273.54	364.17	90.63	24.9	273.54	364.17	90.63	24.9
Health Insurance	41.22	41.00	(0.22)	(0.5)	41.22	41.00	(0.22)	(0.5)
Worker's Compensation	0.00	24.08	24.08	100.0	0.00	24.08	24.08	100.0
Unemployment	8.89	20.08	11.19	55.7	8.89	20.08	11.19	55.7
Total General & Administrative Expenses	\$6,001.50	\$7,647.41	\$1,645.91	21.5 %	\$6,001.50	\$7,647.41	\$1,645.91	21.5 %
Total Expenses	\$6,209.69	\$8,709.91	\$2,500.22	28.7%	\$6,209.69	\$8,709.91	\$2,500.22	28.7%
Net Income (Loss)	\$(6,209.69)	\$(8,709.91)	\$2,500.22	28.7%	\$(6,209.69)	\$(8,709.91)	\$2,500.22	28.7%

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Town of Jerome
Income Statement
(Original Budget to Actual Comparison)
For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
Department: (16) P & Z

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Program Expenses</u>								
Advertising, Printing, & Publishing	\$0.00	\$8.33	\$8.33	100.0%	\$0.00	\$8.33	\$8.33	100.0%
Conventions and Seminars	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Training & Education	0.00	166.67	166.67	100.0	0.00	166.67	166.67	100.0
Legal Exp - P&Z	0.00	1,500.00	1,500.00	100.0	0.00	1,500.00	1,500.00	100.0
Miscellaneous	0.00	16.67	16.67	100.0	0.00	16.67	16.67	100.0
Software Maintenance & Support	75.00	128.67	53.67	41.7	75.00	128.67	53.67	41.7
Operating Supplies - P&Z	0.00	16.67	16.67	100.0	0.00	16.67	16.67	100.0
Small Tools and Equipment	0.00	16.67	16.67	100.0	0.00	16.67	16.67	100.0
Telephone	0.00	50.00	50.00	100.0	0.00	50.00	50.00	100.0
Travel	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Total Program Expenses	\$75.00	\$1,987.02	\$1,912.02	96.2 %	\$75.00	\$1,987.02	\$1,912.02	96.2 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$4,147.27	\$5,177.75	\$1,030.48	19.9%	\$4,147.27	\$5,177.75	\$1,030.48	19.9%
Longevity Bonus	0.00	29.83	29.83	100.0	0.00	29.83	29.83	100.0
FICA and Medicare	312.95	398.42	85.47	21.5	312.95	398.42	85.47	21.5
Retirement	276.92	324.17	47.25	14.6	276.92	324.17	47.25	14.6
Health Insurance	921.80	993.00	71.20	7.2	921.80	993.00	71.20	7.2
Worker's Compensation	0.00	44.67	44.67	100.0	0.00	44.67	44.67	100.0
Unemployment	4.66	12.00	7.34	61.2	4.66	12.00	7.34	61.2
Total General & Administrative Expenses	\$5,663.60	\$6,979.84	\$1,316.24	18.9 %	\$5,663.60	\$6,979.84	\$1,316.24	18.9 %
Total Expenses	\$5,738.60	\$8,966.86	\$3,228.26	36.0%	\$5,738.60	\$8,966.86	\$3,228.26	36.0%
Net Income (Loss)	\$(5,738.60)	\$(8,966.86)	\$3,228.26	36.0%	\$(5,738.60)	\$(8,966.86)	\$3,228.26	36.0%

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Town of Jerome
Income Statement
(Original Budget to Actual Comparison)
For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
Department: (17) Parks

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Program Expenses</u>								
Fuel	\$0.00	\$166.67	\$166.67	100.0%	\$0.00	\$166.67	\$166.67	100.0%
Legal Exp - Parks	0.00	20.83	20.83	100.0	0.00	20.83	20.83	100.0
Miscellaneous	0.00	25.00	25.00	100.0	0.00	25.00	25.00	100.0
Operating Supplies - Parks	0.00	29.17	29.17	100.0	0.00	29.17	29.17	100.0
R&M Building - Parks	0.00	8.33	8.33	100.0	0.00	8.33	8.33	100.0
Rep and Maint - Vehicles	0.00	125.00	125.00	100.0	0.00	125.00	125.00	100.0
Rep and Maint - Equipment	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Rep and Maint - Infrastructure	0.00	166.67	166.67	100.0	0.00	166.67	166.67	100.0
Small Tools and Equipment	0.00	83.33	83.33	100.0	0.00	83.33	83.33	100.0
Uniform Exp Parks	0.00	33.33	33.33	100.0	0.00	33.33	33.33	100.0
Utilities	0.00	233.33	233.33	100.0	0.00	233.33	233.33	100.0
Lease Payments	0.00	21.75	21.75	100.0	0.00	21.75	21.75	100.0
Total Program Expenses	\$0.00	\$955.08	\$955.08	100.0 %	\$0.00	\$955.08	\$955.08	100.0 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$456.84	\$610.75	\$153.91	25.2%	\$456.84	\$610.75	\$153.91	25.2%
FICA and Medicare	33.17	46.75	13.58	29.0	33.17	46.75	13.58	29.0
Retirement	36.55	48.83	12.28	25.1	36.55	48.83	12.28	25.1
Health Insurance	139.54	156.92	17.38	11.1	139.54	156.92	17.38	11.1
Worker's Compensation	0.00	28.67	28.67	100.0	0.00	28.67	28.67	100.0
Unemployment	0.01	0.75	0.74	98.7	0.01	0.75	0.74	98.7
Total General & Administrative Expenses	\$666.11	\$892.67	\$226.56	25.4 %	\$666.11	\$892.67	\$226.56	25.4 %
Total Expenses	\$666.11	\$1,847.75	\$1,181.64	64.0%	\$666.11	\$1,847.75	\$1,181.64	64.0%
Net Income (Loss)	\$(666.11)	\$(1,847.75)	\$1,181.64	64.0%	\$(666.11)	\$(1,847.75)	\$1,181.64	64.0%

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Town of Jerome
Income Statement
 (Original Budget to Actual Comparison)
 For the period of 7/1/2022 Through 7/31/2022

Fund: (1) General
 Department: (18) Property

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Program Expenses</u>								
Contract Services	\$1,224.29	\$875.00	\$(349.29)	(39.9)%	\$1,224.29	\$875.00	\$(349.29)	(39.9)%
Engineering Fees	0.00	416.67	416.67	100.0	0.00	416.67	416.67	100.0
Fuel	0.00	125.00	125.00	100.0	0.00	125.00	125.00	100.0
Legal Exp - Properties	0.00	8.33	8.33	100.0	0.00	8.33	8.33	100.0
Miscellaneous	0.00	83.33	83.33	100.0	0.00	83.33	83.33	100.0
Operating Supplies - Properties	0.00	166.67	166.67	100.0	0.00	166.67	166.67	100.0
R&M Building - Properties	0.00	4,166.67	4,166.67	100.0	0.00	4,166.67	4,166.67	100.0
Rep and Maint - Vehicles	0.00	125.00	125.00	100.0	0.00	125.00	125.00	100.0
Rep and Maint - Equipment	0.00	20.83	20.83	100.0	0.00	20.83	20.83	100.0
Rep and Maint - Infrastructure	0.00	9,583.33	9,583.33	100.0	0.00	9,583.33	9,583.33	100.0
Small Tools and Equipment	0.00	100.00	100.00	100.0	0.00	100.00	100.00	100.0
Uniform Exp Properties	0.00	29.17	29.17	100.0	0.00	29.17	29.17	100.0
Utilities	120.22	3,500.00	3,379.78	96.6	120.22	3,500.00	3,379.78	96.6
Lease Payments	0.00	21.75	21.75	100.0	0.00	21.75	21.75	100.0
Total Program Expenses	\$1,344.51	\$19,221.75	\$17,877.24	93.0 %	\$1,344.51	\$19,221.75	\$17,877.24	93.0 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$2,828.87	\$3,781.83	\$952.96	25.2%	\$2,828.87	\$3,781.83	\$952.96	25.2%
FICA and Medicare	205.42	289.33	83.91	29.0	205.42	289.33	83.91	29.0
Retirement	226.31	302.58	76.27	25.2	226.31	302.58	76.27	25.2
Health Insurance	864.06	971.83	107.77	11.1	864.06	971.83	107.77	11.1
Worker's Compensation	0.00	172.08	172.08	100.0	0.00	172.08	172.08	100.0
Unemployment	0.08	4.83	4.75	98.3	0.08	4.83	4.75	98.3
Total General & Administrative Expenses	\$4,124.74	\$5,522.48	\$1,397.74	25.3 %	\$4,124.74	\$5,522.48	\$1,397.74	25.3 %
Total Expenses	\$5,469.25	\$24,744.23	\$19,274.98	77.9%	\$5,469.25	\$24,744.23	\$19,274.98	77.9%
Net Income (Loss)	\$(5,469.25)	\$(24,744.23)	\$19,274.98	77.9%	\$(5,469.25)	\$(24,744.23)	\$19,274.98	77.9%

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Town of Jerome
Income Statement
(Original Budget to Actual Comparison)
For the period of 7/1/2022 Through 7/31/2022

Fund: (2) Utilities
Department: (50) Water

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Revenues</u>								
Connection Fees	\$0.00	\$416.67	\$(416.67)	(100.0)%	\$0.00	\$416.67	\$(416.67)	(100.0)%
Water Usage Fees	14,383.76	15,166.67	(782.91)	(5.2)	14,383.76	15,166.67	(782.91)	(5.2)
Miscellaneous	321.00	208.33	112.67	54.1	321.00	208.33	112.67	54.1
Transfers In	49,166.74	49,166.67	0.07	0.0	49,166.74	49,166.67	0.07	0.0
Net Revenues	\$63,871.50	\$64,958.34	\$(1,086.84)	(1.7)%	\$63,871.50	\$64,958.34	\$(1,086.84)	(1.7)%
<u>Program Expenses</u>								
Contract Services	\$2,356.22	\$2,666.67	\$310.45	11.6%	\$2,356.22	\$2,666.67	\$310.45	11.6%
Training & Education	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Permit Fee Exp - Water	0.00	150.00	150.00	100.0	0.00	150.00	150.00	100.0
Engineering Fees	0.00	125.00	125.00	100.0	0.00	125.00	125.00	100.0
Fuel	27.25	250.00	222.75	89.1	27.25	250.00	222.75	89.1
Insurance	0.00	625.00	625.00	100.0	0.00	625.00	625.00	100.0
Legal Exp - Water	0.00	3,583.33	3,583.33	100.0	0.00	3,583.33	3,583.33	100.0
Miscellaneous	0.00	66.25	66.25	100.0	0.00	66.25	66.25	100.0
Software Support Exp - Water	61.12	469.00	407.88	87.0	61.12	469.00	407.88	87.0
Operating Supplies - Water	0.00	283.33	283.33	100.0	0.00	283.33	283.33	100.0
R&M Building - Water	0.00	16.67	16.67	100.0	0.00	16.67	16.67	100.0
Rep and Maint - Vehicles	0.00	166.67	166.67	100.0	0.00	166.67	166.67	100.0
Rep and Maint - Equipment	0.00	125.00	125.00	100.0	0.00	125.00	125.00	100.0
Rep and Maint - Infrastructure	54.70	43,666.67	43,611.97	99.9	54.70	43,666.67	43,611.97	99.9
Springs Security Exp	0.00	833.33	833.33	100.0	0.00	833.33	833.33	100.0
Service Tests/System Testing	0.00	62.50	62.50	100.0	0.00	62.50	62.50	100.0
Small Tools and Equipment	0.00	104.17	104.17	100.0	0.00	104.17	104.17	100.0
DWR Fee Exp	0.00	75.00	75.00	100.0	0.00	75.00	75.00	100.0
Uniform Exp Water	0.00	29.17	29.17	100.0	0.00	29.17	29.17	100.0
Utilities Exp - Water	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Administrative Charge	4,524.00	4,524.00	0.00	0.0	4,524.00	4,524.00	0.00	0.0
Lease Payments	0.00	75.92	75.92	100.0	0.00	75.92	75.92	100.0
Total Program Expenses	\$7,023.29	\$57,981.02	\$50,957.73	87.9 %	\$7,023.29	\$57,981.02	\$50,957.73	87.9 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$4,990.05	\$6,671.08	\$1,681.03	25.2%	\$4,990.05	\$6,671.08	\$1,681.03	25.2%
FICA and Medicare	362.36	510.33	147.97	29.0	362.36	510.33	147.97	29.0
Retirement	399.21	533.67	134.46	25.2	399.21	533.67	134.46	25.2
Health Insurance	1,524.19	1,714.25	190.06	11.1	1,524.19	1,714.25	190.06	11.1

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Town of Jerome
Income Statement
(Original Budget to Actual Comparison)
For the period of 7/1/2022 Through 7/31/2022

Fund: (2) Utilities
Department: (50) Water

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
Worker's Compensation	0.00	372.83	372.83	100.0	0.00	372.83	372.83	100.0
Unemployment	0.14	8.50	8.36	98.4	0.14	8.50	8.36	98.4
Total General & Administrative Expenses	\$7,275.95	\$9,810.66	\$2,534.71	25.8 %	\$7,275.95	\$9,810.66	\$2,534.71	25.8 %
Total Expenses	\$14,299.24	\$67,791.68	\$53,492.44	78.9%	\$14,299.24	\$67,791.68	\$53,492.44	78.9%
Net Income (Loss)	\$49,572.26	\$(2,833.34)	\$52,405.60	1849.6%	\$49,572.26	\$(2,833.34)	\$52,405.60	1849.6%

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Town of Jerome
Income Statement
 (Original Budget to Actual Comparison)
 For the period of 7/1/2022 Through 7/31/2022

Fund: (2) Utilities
 Department: (51) Sewer

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Revenues</u>								
Connection Fees	\$0.00	\$458.33	\$(458.33)	(100.0)%	\$0.00	\$458.33	\$(458.33)	(100.0)%
Sewer Usage Fees	14,278.39	15,166.67	(888.28)	(5.9)	14,278.39	15,166.67	(888.28)	(5.9)
Transfers In	7,500.00	7,500.00	0.00	0.0	7,500.00	7,500.00	0.00	0.0
Net Revenues	\$21,778.39	\$23,125.00	\$(1,346.61)	(5.8)%	\$21,778.39	\$23,125.00	\$(1,346.61)	(5.8)%
<u>Program Expenses</u>								
Contract Services	\$0.00	\$4,550.00	\$4,550.00	100.0%	\$0.00	\$4,550.00	\$4,550.00	100.0%
Permit Fee Exp - Sewer	0.00	114.58	114.58	100.0	0.00	114.58	114.58	100.0
Engineering Fees	0.00	1,458.33	1,458.33	100.0	0.00	1,458.33	1,458.33	100.0
Fuel	27.25	250.00	222.75	89.1	27.25	250.00	222.75	89.1
Insurance	0.00	833.33	833.33	100.0	0.00	833.33	833.33	100.0
Legal Exp - Sewer	0.00	91.67	91.67	100.0	0.00	91.67	91.67	100.0
Miscellaneous	0.00	41.50	41.50	100.0	0.00	41.50	41.50	100.0
Software Support Exp - Sewer	61.12	469.00	407.88	87.0	61.12	469.00	407.88	87.0
Operating Supplies	0.00	666.67	666.67	100.0	0.00	666.67	666.67	100.0
R&M Building - Sewer	0.00	25.00	25.00	100.0	0.00	25.00	25.00	100.0
Rep and Maint - Vehicles	0.00	158.33	158.33	100.0	0.00	158.33	158.33	100.0
Rep and Maint - Equipment	0.00	200.00	200.00	100.0	0.00	200.00	200.00	100.0
Rep and Maint - Infrastructure	0.00	4,000.00	4,000.00	100.0	0.00	4,000.00	4,000.00	100.0
Service Tests/System Testing	51.00	1,166.67	1,115.67	95.6	51.00	1,166.67	1,115.67	95.6
Small Tools & Equipment (under \$5,000)	0.00	166.67	166.67	100.0	0.00	166.67	166.67	100.0
Uniform Exp Sewer	0.00	29.17	29.17	100.0	0.00	29.17	29.17	100.0
Utilities	0.00	208.33	208.33	100.0	0.00	208.33	208.33	100.0
Administrative Charge	4,524.00	4,524.00	0.00	0.0	4,524.00	4,524.00	0.00	0.0
Lease Payments	0.00	75.92	75.92	100.0	0.00	75.92	75.92	100.0
Total Program Expenses	\$4,663.37	\$19,029.17	\$14,365.80	75.5 %	\$4,663.37	\$19,029.17	\$14,365.80	75.5 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$2,705.89	\$3,617.42	\$911.53	25.2%	\$2,705.89	\$3,617.42	\$911.53	25.2%
FICA and Medicare	196.49	276.75	80.26	29.0	196.49	276.75	80.26	29.0
Retirement	216.47	289.42	72.95	25.2	216.47	289.42	72.95	25.2
Health Insurance	826.48	929.58	103.10	11.1	826.48	929.58	103.10	11.1
Worker's Compensation	0.00	186.42	186.42	100.0	0.00	186.42	186.42	100.0
Unemployment	0.08	4.58	4.50	98.3	0.08	4.58	4.50	98.3
Total General & Administrative Expenses	\$3,945.41	\$5,304.17	\$1,358.76	25.6 %	\$3,945.41	\$5,304.17	\$1,358.76	25.6 %

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Town of Jerome
Income Statement
(Original Budget to Actual Comparison)
For the period of 7/1/2022 Through 7/31/2022

Fund: (2) Utilities
Department: (51) Sewer

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
Total Expenses	\$8,608.78	\$24,333.34	\$15,724.56	64.6%	\$8,608.78	\$24,333.34	\$15,724.56	64.6%
Net Income (Loss)	\$13,169.61	\$(1,208.34)	\$14,377.95	1189.9%	\$13,169.61	\$(1,208.34)	\$14,377.95	1189.9%

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Town of Jerome
Income Statement
 (Original Budget to Actual Comparison)
 For the period of 7/1/2022 Through 7/31/2022

Fund: (2) Utilities
 Department: (52) Sanitation

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Revenues</u>								
Sanitation Usage Fees	\$14,566.23	\$15,666.67	\$(1,100.44)	(7.0)%	\$14,566.23	\$15,666.67	\$(1,100.44)	(7.0)%
Miscellaneous	395.00	62.50	332.50	532.0	395.00	62.50	332.50	532.0
Transfers In	2,500.00	2,500.00	0.00	0.0	2,500.00	2,500.00	0.00	0.0
Net Revenues	\$17,461.23	\$18,229.17	\$(767.94)	(4.2)%	\$17,461.23	\$18,229.17	\$(767.94)	(4.2)%
<u>Program Expenses</u>								
Recycling Contract Exp	\$0.00	\$125.00	\$125.00	100.0%	\$0.00	\$125.00	\$125.00	100.0%
Training & Education	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Equipment Rentals	0.00	66.67	66.67	100.0	0.00	66.67	66.67	100.0
Fuel	217.95	875.00	657.05	75.1	217.95	875.00	657.05	75.1
Insurance	0.00	833.33	833.33	100.0	0.00	833.33	833.33	100.0
Landfill Tipping Fees	0.00	1,800.00	1,800.00	100.0	0.00	1,800.00	1,800.00	100.0
Miscellaneous	0.00	22.08	22.08	100.0	0.00	22.08	22.08	100.0
Software Support Exp - Trash	61.12	469.00	407.88	87.0	61.12	469.00	407.88	87.0
Operating Supplies - Trash	0.00	62.50	62.50	100.0	0.00	62.50	62.50	100.0
Rep and Maint - Vehicles	0.00	833.33	833.33	100.0	0.00	833.33	833.33	100.0
Rep and Maint - Equipment	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Small Tools and Equipment	0.00	500.00	500.00	100.0	0.00	500.00	500.00	100.0
Uniform Exp Trash	0.00	29.17	29.17	100.0	0.00	29.17	29.17	100.0
Administrative Charge	4,524.00	4,524.00	0.00	0.0	4,524.00	4,524.00	0.00	0.0
Total Program Expenses	\$4,803.07	\$10,223.42	\$5,420.35	53.0 %	\$4,803.07	\$10,223.42	\$5,420.35	53.0 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$4,304.79	\$5,755.00	\$1,450.21	25.2%	\$4,304.79	\$5,755.00	\$1,450.21	25.2%
FICA and Medicare	312.60	440.25	127.65	29.0	312.60	440.25	127.65	29.0
Retirement	344.38	460.42	116.04	25.2	344.38	460.42	116.04	25.2
Health Insurance	1,314.89	1,478.83	163.94	11.1	1,314.89	1,478.83	163.94	11.1
Worker's Compensation	0.00	530.58	530.58	100.0	0.00	530.58	530.58	100.0
Unemployment	0.11	7.33	7.22	98.5	0.11	7.33	7.22	98.5
Total General & Administrative Expenses	\$6,276.77	\$8,672.41	\$2,395.64	27.6 %	\$6,276.77	\$8,672.41	\$2,395.64	27.6 %
Total Expenses	\$11,079.84	\$18,895.83	\$7,815.99	41.4%	\$11,079.84	\$18,895.83	\$7,815.99	41.4%
Net Income (Loss)	\$6,381.39	\$(666.66)	\$7,048.05	1057.2%	\$6,381.39	\$(666.66)	\$7,048.05	1057.2%

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Town of Jerome
Income Statement
(Original Budget to Actual Comparison)
For the period of 7/1/2022 Through 7/31/2022

Fund: (3) Road
Department: (30) HURF

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Revenues</u>								
HURF Revenue	\$4,521.44	\$4,037.83	\$483.61	12.0%	\$4,521.44	\$4,037.83	\$483.61	12.0%
Interest and Investment Earnings	40.00	41.67	(1.67)	(4.0)	40.00	41.67	(1.67)	(4.0)
Transfers In	19,708.37	19,708.33	0.04	0.0	19,708.37	19,708.33	0.04	0.0
Net Revenues	\$24,269.81	\$23,787.83	\$481.98	2.0 %	\$24,269.81	\$23,787.83	\$481.98	2.0 %
<u>Program Expenses</u>								
Engineering Fees	\$0.00	\$208.33	\$208.33	100.0%	\$0.00	\$208.33	\$208.33	100.0%
Equipment Rentals - HURF	0.00	66.67	66.67	100.0	0.00	66.67	66.67	100.0
Fuel	0.00	150.00	150.00	100.0	0.00	150.00	150.00	100.0
Insurance	0.00	416.67	416.67	100.0	0.00	416.67	416.67	100.0
Miscellaneous	0.00	52.58	52.58	100.0	0.00	52.58	52.58	100.0
Software Service & Support	20.36	132.83	112.47	84.7	20.36	132.83	112.47	84.7
Operating Supplies - HURF	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Public Restroom Supplies	0.00	250.00	250.00	100.0	0.00	250.00	250.00	100.0
R&M Building - HURF	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Rep and Maint - Vehicles	0.00	125.00	125.00	100.0	0.00	125.00	125.00	100.0
Rep and Maint - Equipment	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Rep and Maint - Infrastructure	0.00	13,750.00	13,750.00	100.0	0.00	13,750.00	13,750.00	100.0
Small Tools and Equipment	0.00	41.67	41.67	100.0	0.00	41.67	41.67	100.0
Street Lights	1,053.35	1,083.33	29.98	2.8	1,053.35	1,083.33	29.98	2.8
Street Supplies	0.00	416.67	416.67	100.0	0.00	416.67	416.67	100.0
Uniform Exp - HURF	0.00	29.17	29.17	100.0	0.00	29.17	29.17	100.0
Administrative Charge	670.50	670.50	0.00	0.0	670.50	670.50	0.00	0.0
Capital Outlay	0.00	2,083.33	2,083.33	100.0	0.00	2,083.33	2,083.33	100.0
Lease Payments	0.00	21.75	21.75	100.0	0.00	21.75	21.75	100.0
Total Program Expenses	\$1,744.21	\$19,623.51	\$17,879.30	91.1 %	\$1,744.21	\$19,623.51	\$17,879.30	91.1 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$3,178.50	\$4,288.17	\$1,109.67	25.9%	\$3,178.50	\$4,288.17	\$1,109.67	25.9%
FICA and Medicare	234.28	328.08	93.80	28.6	234.28	328.08	93.80	28.6
Retirement	182.73	244.33	61.60	25.2	182.73	244.33	61.60	25.2
Health Insurance	697.70	784.67	86.97	11.1	697.70	784.67	86.97	11.1
Worker's Compensation	0.00	175.83	175.83	100.0	0.00	175.83	175.83	100.0
Unemployment	5.19	9.92	4.73	47.7	5.19	9.92	4.73	47.7
Total General & Administrative Expenses	\$4,298.40	\$5,831.00	\$1,532.60	26.3 %	\$4,298.40	\$5,831.00	\$1,532.60	26.3 %

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Town of Jerome
Income Statement
(Original Budget to Actual Comparison)
For the period of 7/1/2022 Through 7/31/2022

Fund: (3) Road
Department: (30) HURF

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
Total Expenses	\$6,042.61	\$25,454.51	\$19,411.90	76.3%	\$6,042.61	\$25,454.51	\$19,411.90	76.3%
Net Income (Loss)	\$18,227.20	\$(1,666.68)	\$19,893.88	1193.6%	\$18,227.20	\$(1,666.68)	\$19,893.88	1193.6%

Town of Jerome
Income Statement
(Original Budget to Actual Comparison)
For the period of 7/1/2022 Through 7/31/2022

Fund: (3) Road
Department: (35) Parking

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<u>Revenues</u>								
Parking Kiosk Revenue	\$20,493.45	\$33,333.33	\$(12,839.88)	(38.5)%	\$20,493.45	\$33,333.33	\$(12,839.88)	(38.5)%
Net Revenues	\$20,493.45	\$33,333.33	\$(12,839.88)	(38.5)%	\$20,493.45	\$33,333.33	\$(12,839.88)	(38.5)%
<u>Program Expenses</u>								
Fuel	\$0.00	\$166.67	\$166.67	100.0%	\$0.00	\$166.67	\$166.67	100.0%
Miscellaneous	0.00	53.33	53.33	100.0	0.00	53.33	53.33	100.0
Credit Card Processing Fees	3,649.06	3,791.67	142.61	3.8	3,649.06	3,791.67	142.61	3.8
Software Service and Support	20.36	874.50	854.14	97.7	20.36	874.50	854.14	97.7
Operating Supplies	0.00	250.00	250.00	100.0	0.00	250.00	250.00	100.0
Telephone	0.00	266.67	266.67	100.0	0.00	266.67	266.67	100.0
Administrative Charge	438.50	438.50	0.00	0.0	438.50	438.50	0.00	0.0
Allow for Additional Capital Purchases	0.00	583.33	583.33	100.0	0.00	583.33	583.33	100.0
Transfers Out	27,000.00	28,041.67	1,041.67	3.7	27,000.00	28,041.67	1,041.67	3.7
Total Program Expenses	\$31,107.92	\$34,466.34	\$3,358.42	9.7 %	\$31,107.92	\$34,466.34	\$3,358.42	9.7 %
<u>General & Administrative Expenses</u>								
Salaries and Wages	\$2,771.13	\$3,089.33	\$318.20	10.3%	\$2,771.13	\$3,089.33	\$318.20	10.3%
FICA Match	212.00	236.33	24.33	10.3	212.00	236.33	24.33	10.3
Worker's Compensation	0.00	81.08	81.08	100.0	0.00	81.08	81.08	100.0
Unemployment	5.91	15.33	9.42	61.4	5.91	15.33	9.42	61.4
Total General & Administrative Expenses	\$2,989.04	\$3,422.07	\$433.03	12.7 %	\$2,989.04	\$3,422.07	\$433.03	12.7 %
Total Expenses	\$34,096.96	\$37,888.41	\$3,791.45	10.0%	\$34,096.96	\$37,888.41	\$3,791.45	10.0%
Net Income (Loss)	\$(13,603.51)	\$(4,555.08)	\$(9,048.43)	(198.6)%	\$(13,603.51)	\$(4,555.08)	\$(9,048.43)	(198.6)%

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Town of Jerome
Balance Sheet
As of 7/31/2022
Fund: (1) General

Assets

Current Assets

LGIP	\$1,705.08	
Petty Cash - General Gov	275.00	
Auto Lieu Taxes	1,703.09	
City Sales Taxes	159,335.89	
Franchise Fees	3,806.58	
GF Accounts Receivable	(3,272.69)	
Property Taxes	2,314.93	
State Sales Taxes	2,658.34	
Court - Checking & Bond Acct	99,163.31	
Court - JCEF Acct	13,793.90	
Court - FTG Acct	8,060.05	
Petty Cash - Fire Dept	150.00	
Petty Cash - Library	150.00	
General Fund PrePaid Exp	(14,767.72)	
NBA Checking	40,952.81	
OAZ Checking	592,086.09	
OAZ General Savings	2,078,490.01	
OAZ CTL Business Savings	5.00	
Total Current Assets		\$2,986,609.67

Other Assets

Due From Other Funds	\$2,282,062.55	
Total Other Assets		2,282,062.55

Total Assets

\$5,268,672.22

Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$3,214.89	
Federal WH & FICA	3.83	
Health Insurance	(722.00)	
457G Retirement	(0.01)	
PSPRS	(33.54)	
Customer Deposits	6,760.72	
FD Per Call Payable	10,845.00	
Ganishments Payable	1,735.51	
Wages Payable	30,589.12	
Due To Other Funds	3,906,736.15	
Court Liabilities	10,404.08	
Suspense Account	(90,000.00)	
Total Current Liabilities		\$3,879,533.75
Total Liabilities		\$3,879,533.75

Net Assets

Unrestricted Funds	638,873.64	
Current Year Net Assets	750,264.83	
Total Net Assets		1,389,138.47
Total Liabilities and Net Assets		\$5,268,672.22

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Town of Jerome
Balance Sheet
As of 7/31/2022

Fund: (2) Utilities

Assets

Current Assets

Allowance for Doubtful Accts	\$(15,000.00)	
Utilities A/R	50,058.86	
Miscellaneous	27.21	
Construction WIP	72,959.00	
Total Current Assets		\$108,045.07

Property, Plant & Equipment

Buildings-Prop, Plant, Equip	\$2,166,541.66	
Operating Equipment-Prop, Plant, Equip	205,764.78	
Buildings-Acc Depreciation	(1,615,986.98)	
Operating Equipment-Acc Depreciation	(162,494.20)	
Infrastructure	1,399,746.06	
Total Property, Plant & Equipment		1,993,571.32

Other Assets

Due From Other Funds	\$885,204.12	
Total Other Assets		885,204.12

Total Assets

\$2,986,820.51

Liabilities and Net Assets

Current Liabilities

Sales Tax Payable	\$571.25	
Customer Deposits	27,421.57	
Compensated Absences	5,461.24	
Other Liabilities	4,040.76	
Due To Other Funds	740,049.79	
Accrued Payroll	4,996.84	
Total Current Liabilities		\$782,541.45

Total Liabilities

\$782,541.45

Net Assets

Unrestricted Fund Balance	768,669.00	
Unrestricted Fund Balance	(142,984.00)	
Unrestricted Fund Balance	1,556,567.24	
Current Year Net Assets	22,026.82	
Total Net Assets		2,204,279.06
Total Liabilities and Net Assets		\$2,986,820.51

8/1/22
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Town of Jerome
Balance Sheet
As of 7/31/2022

Fund: (3) Road
Department: (30) HURF

Assets

Current Assets

HURF Accounts Receivable	\$3,934.32	
OAZ HURF Savings	472,171.08	
Total Current Assets		\$476,105.40

Other Assets

Due From Other Funds	\$138,854.02	
Total Other Assets		138,854.02

Total Assets

\$614,959.42

Liabilities and Net Assets

Current Liabilities

Due To Other Funds	\$492,461.24	
Accrued Payroll	1,287.17	
Total Current Liabilities		\$493,748.41

Total Liabilities

\$493,748.41

Net Assets

Unrestricted Fund Balance	153,174.00	
Current Year Net Assets	(31,962.99)	
Total Net Assets		121,211.01
Total Liabilities and Net Assets		\$614,959.42

8/1/22
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Town of Jerome
Balance Sheet
As of 7/31/2022

Fund: (3) Road
Department: (35) Parking

Assets

Other Assets

Due From	\$597,209.14	
Total Other Assets		\$597,209.14
Total Assets		\$597,209.14

Liabilities and Net Assets

Current Liabilities

Due To	\$417,207.66	
Wages Payable	387.54	
Total Current Liabilities		\$417,595.20
Total Liabilities		\$417,595.20

Net Assets

Current Year Net Assets	\$179,613.94	
Total Net Assets		179,613.94
Total Liabilities and Net Assets		\$597,209.14

8/1/22
1:14:33 PM

Town of Jerome
Balance Sheet
As of 7/31/2022

Fund: (4) Firefighters Pension & Relief

Assets

Current Assets

Investments - Pension & Relief	\$206,837.23	
Total Current Assets		\$206,837.23

Other Assets

Due From Other Funds	\$42,051.36	
Total Other Assets		42,051.36

Total Assets		\$248,888.59
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Liabilities and Net Assets

Current Liabilities

Due To Other Funds	\$27,372.89	
Total Current Liabilities		\$27,372.89

Total Liabilities		\$27,372.89
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Net Assets

Unrestricted Fund Balance	163,876.90	
Current Year Net Assets	57,638.80	

Total Net Assets		221,515.70
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Total Liabilities and Net Assets		\$248,888.59
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8/1/22
1:15:05 PM

Town of Jerome

Balance Sheet

As of 7/31/2022

Fund: (5) Operating Grants

Assets

Current Assets

Opr Grants Receivable	\$2,431.47	
Inventory	13,193.06	
Total Current Assets		\$15,624.53

Other Assets

Due From Other Funds	\$149,785.64	
Total Other Assets		149,785.64

Total Assets

\$165,410.17

Liabilities and Net Assets

Current Liabilities

Due To Other Funds	\$50,698.00	
Deferred Revenue - Opr Grants	51,303.51	
Total Current Liabilities		\$102,001.51

Total Liabilities

\$102,001.51

Net Assets

Unrestricted Fund Balance	32,586.67	
Current Year Net Assets	30,821.99	
Total Net Assets		63,408.66

Total Liabilities and Net Assets

\$165,410.17

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Town of Jerome
Balance Sheet
As of 7/31/2022

Fund: (6) Capital Grants

Assets

Current Assets

Cap Grants Receivable	\$74,159.08	
Total Current Assets		\$74,159.08

Other Assets

Due From Other Funds	\$1,159,380.44	
Total Other Assets		1,159,380.44

Total Assets		\$1,233,539.52
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Liabilities and Net Assets

Current Liabilities

Deferred Revenue - Cap Grants	\$109,069.87	
Due To Other Funds	407,603.74	
Accounts Payable - Cap Grants	89.56	
Total Current Liabilities		\$516,763.17

Total Liabilities		\$516,763.17
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Net Assets

Restricted Fund Balance	\$141,447.16	
Unrestricted Fund Balance	(128,623.24)	
Current Year Net Assets	703,952.43	

Total Net Assets		716,776.35
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Total Liabilities and Net Assets		\$1,233,539.52
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8/1/22
1:16:09 PM

Town of Jerome

Balance Sheet

As of 7/31/2022

Fund: (7) GF Contingencies

Assets

Current Assets

Wildland Fees Receivable	\$44,766.74	
Total Current Assets		\$44,766.74

Other Assets

Due From Other Funds	\$165,965.16	
Total Other Assets		165,965.16

Total Assets		\$210,731.90
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Liabilities and Net Assets

Current Liabilities

Due To Other Funds	\$146,844.54	
Total Current Liabilities		\$146,844.54

Total Liabilities		\$146,844.54
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Net Assets

Unrestricted Fund Balance	\$80,916.63	
Current Year Net Assets	(17,029.27)	

Total Net Assets		63,887.36
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Total Liabilities and Net Assets		\$210,731.90
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8/1/22
1:16:30 PM

Town of Jerome

Balance Sheet

As of 7/31/2022

Fund: (8) UF Contingencies

Assets

Other Assets

Due From Other Funds	\$102,647.22	
Total Other Assets		\$102,647.22
Total Assets		\$102,647.22

Liabilities and Net Assets

Current Liabilities

Due To Other Funds	\$500.00	
Total Current Liabilities		\$500.00
Total Liabilities		\$500.00

Net Assets

Current Year Net Assets	\$102,147.22	
Total Net Assets		102,147.22
Total Liabilities and Net Assets		\$102,647.22

8/1/22
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Town of Jerome
Balance Sheet
As of 7/31/2022

Fund: (9) Capital

Assets

Current Assets

OAZ Capital Improvements	\$60,797.52	
Total Current Assets		\$60,797.52

Other Assets

Due From Other Funds	\$961,457.81	
Total Other Assets		961,457.81

Total Assets		\$1,022,255.33
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Liabilities and Net Assets

Current Liabilities

Due To Other Funds	\$294,465.70	
Total Current Liabilities		\$294,465.70

Total Liabilities		\$294,465.70
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Net Assets

Unrestricted Fund Balance	\$77,812.73	
Current Year Net Assets	649,976.90	

Total Net Assets		727,789.63
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Total Liabilities and Net Assets		\$1,022,255.33
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Town of Jerome

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description			Account								
VENDOR: 1002 - XEROX FINANCIAL SERVICES											\$0.00
7722KM5	07/07/22	07/07/22	08/06/22								
020-0098114-001, Inv. 3336198			1.10.1045 - General Fund PrePaid Exp		\$321.03	\$0.00	\$321.03	07/07/22	12886	ASCUCK	\$0.00
			INVOICE 7722KM5 TOTALS:		\$321.03	\$0.00	\$321.03				\$0.00
			XEROX FINANCIAL SERVICES TOTALS:		\$321.03	\$0.00	\$321.03				\$0.00
VENDOR: 1011 - SOUTHWESTERN ENVIRON (SEC)											\$0.00
JUN3072022KM1	07/20/22	07/20/22	08/19/22								
Inv. 2022-170 Project 20-0213CE HUR			6.70.6106 - HURF Exchange Drainage Expe		\$15,198.84	\$0.00	\$15,198.84	07/20/22	12922	ASCUCK	\$0.00
			INVOICE JUN3072022KM1 TOTALS:		\$15,198.84	\$0.00	\$15,198.84				\$0.00
JUN3072722MA2	07/27/22	07/27/22	08/26/22								
Inv 2022-171 Project 20-0510CE Dund			6.70.6105 - CDBG Dundee Waterline Expen		\$6,309.00	\$0.00	\$6,309.00	07/27/22	12939	ASCUCK	\$0.00
			INVOICE JUN3072722MA2 TOTALS:		\$6,309.00	\$0.00	\$6,309.00				\$0.00
			SOUTHWESTERN ENVIRON (SEC) TOTALS:		\$21,507.84	\$0.00	\$21,507.84				\$0.00
VENDOR: 1028 - YAVAPAI CO. EDUCATION TECH											\$460.07
7722KM2	07/07/22	07/07/22	08/06/22								
Inv. 22-1419 Town Hall			1.11.6192 - Software Support Exp - GG		\$120.00	\$0.00	\$120.00	07/07/22	12887	ASCUCK	\$0.00
Inv. 22-1419 Public Works			1.16.6192 - Software Maintenance & Suppor		\$75.00	\$0.00	\$75.00	07/07/22	12887	ASCUCK	\$0.00
Inv. 22-1419 FD			1.14.6192 - Software Service & Support		\$75.00	\$0.00	\$75.00	07/07/22	12887	ASCUCK	\$0.00
Inv. 22-1419 PD			1.13.6192 - Software Service & Support		\$150.00	\$0.00	\$150.00	07/07/22	12887	ASCUCK	\$0.00
Inv. 22-1418 Library			1.15.6266 - E-Rate Exp		\$42.95	\$0.00	\$42.95	07/07/22	12887	ASCUCK	\$0.00
			INVOICE 7722KM2 TOTALS:		\$462.95	\$0.00	\$462.95				\$0.00
			YAVAPAI CO. EDUCATION TECH TOTALS:		\$462.95	\$0.00	\$462.95				\$460.07
VENDOR: 1033 - BROWN & BROWN LAW OFFICES											\$0.00
JUN3072022KM2	07/20/22	07/20/22	08/19/22								
Inv. JEROME-3371 Law Services			5.40.6104 - FMI Water Planning Expenses		\$1,485.00	\$0.00	\$1,485.00	07/20/22	12923	ASCUCK	\$0.00
			INVOICE JUN3072022KM2 TOTALS:		\$1,485.00	\$0.00	\$1,485.00				\$0.00
			BROWN & BROWN LAW OFFICES TOTALS:		\$1,485.00	\$0.00	\$1,485.00				\$0.00
VENDOR: 1045 - ARCHIVESOCIAL											\$0.00
71322KM3	07/13/22	07/13/22	08/12/22								
Inv. 23447 Archiving Subscription			1.11.6110 - Contract Services		\$5,988.00	\$0.00	\$5,988.00	07/13/22	12913	ASCUCK	\$0.00
			INVOICE 71322KM3 TOTALS:		\$5,988.00	\$0.00	\$5,988.00				\$0.00
			ARCHIVESOCIAL TOTALS:		\$5,988.00	\$0.00	\$5,988.00				\$0.00
VENDOR: 1054 - PARKEON											\$0.00
JUN307722KM15	07/07/22	07/07/22	08/06/22								

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
S0131335, Inv. IV130023		3.35.6192 - Software Service and Support		\$45.59	\$0.00	\$45.59	07/07/22	12888	ASCUCK	\$0.00
S0131335, Inv. IV130289		3.35.6192 - Software Service and Support		\$375.69	\$0.00	\$375.69	07/07/22	12888	ASCUCK	\$0.00
INVOICE JUN307722KM15 TOTALS:				\$421.28	\$0.00	\$421.28				\$0.00
PARKEON TOTALS:				\$421.28	\$0.00	\$421.28				\$0.00
VENDOR: 1067 - KRISTEN MUENZ										\$0.00
7722KM6	07/07/22	07/07/22	08/06/22							
Travel Reimbursement		1.11.6275 - Travel		\$39.44	\$0.00	\$39.44	07/07/22	12889	ASCUCK	\$0.00
INVOICE 7722KM6 TOTALS:				\$39.44	\$0.00	\$39.44				\$0.00
KRISTEN MUENZ TOTALS:				\$39.44	\$0.00	\$39.44				\$0.00
VENDOR: 109 - AFLAC										\$0.00
72722MA5	07/27/22	07/27/22	07/27/22							
Acct # DN513, Inv. 094956 July Bill		1.10.2405 - AFLAC		\$103.20	\$0.00	\$103.20	07/27/22	12940	ASCUCK	\$0.00
INVOICE 72722MA5 TOTALS:				\$103.20	\$0.00	\$103.20				\$0.00
AFLAC TOTALS:				\$103.20	\$0.00	\$103.20				\$0.00
VENDOR: 1098 - PROCOPY										\$0.00
7722KM3	07/07/22	07/07/22	08/06/22							
Inv. INV3577424 Printer Lease		1.11.6191 - Copier & Equip Lease Expense		\$336.18	\$0.00	\$336.18	07/07/22	12890	ASCUCK	\$0.00
INVOICE 7722KM3 TOTALS:				\$336.18	\$0.00	\$336.18				\$0.00
PROCOPY TOTALS:				\$336.18	\$0.00	\$336.18				\$0.00
VENDOR: 1105 - ANGELA BRADSHAW NAPPER										\$0.00
JUN3072022KM7	07/20/22	07/20/22	08/19/22							
Mileage Reimbursement		1.12.6275 - Travel		\$250.80	\$0.00	\$250.80	07/20/22	12924	ASCUCK	\$0.00
INVOICE JUN3072022KM7 TOTALS:				\$250.80	\$0.00	\$250.80				\$0.00
ANGELA BRADSHAW NAPPER TOTALS:				\$250.80	\$0.00	\$250.80				\$0.00
VENDOR: 1108 - FITZGIBBONS LAW OFFICES, PLC										\$0.00
JUN3072722MA3	07/27/22	07/27/22	08/26/22							
Inv 164986 Legal, PZ		1.16.6170 - Legal Exp - P&Z		\$202.50	\$0.00	\$202.50	07/27/22	12941	ASCUCK	\$0.00
INVOICE JUN3072722MA3 TOTALS:				\$202.50	\$0.00	\$202.50				\$0.00
FITZGIBBONS LAW OFFICES, PLC TOTALS:				\$202.50	\$0.00	\$202.50				\$0.00
VENDOR: 1112 - THE REINALT-THOMAS CORPORATION										\$0.00
JUN307722KM5	07/07/22	07/07/22	08/06/22							
Inv. 1287272 Tires on Ford F-350 L		2.50.6220 - Rep and Maint - Vehicles		\$88.00	\$0.00	\$88.00	07/07/22	12891	ASCUCK	\$0.00
Inv. 1287272 Tires on Ford F-350		2.50.6220 - Rep and Maint - Vehicles		\$1,122.74	\$0.00	\$1,122.74	07/07/22	12891	ASCUCK	\$0.00

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
INVOICE JUN307722KM5 TOTALS:					\$1,210.74	\$0.00	\$1,210.74				\$0.00
THE REINALT-THOMAS CORPORATION TOTALS:					\$1,210.74	\$0.00	\$1,210.74				\$0.00
VENDOR: 1114 - MARTIN MARIETTA											\$0.00
JUN307722KM6	07/07/22	07/07/22	08/06/22								
Inv. 35587326 Concrete and Base Cou		3.30.6260 - Street Supplies			\$220.91	\$0.00	\$220.91	07/07/22	12892	ASCUCK	\$0.00
INVOICE JUN307722KM6 TOTALS:					\$220.91	\$0.00	\$220.91				\$0.00
JUN3072722MA5	07/27/22	07/27/22	08/26/22								
Inv 36017301 Asphalt		3.30.6260 - Street Supplies			\$164.95	\$0.00	\$164.95	07/27/22	12942	ASCUCK	\$0.00
INVOICE JUN3072722MA5 TOTALS:					\$164.95	\$0.00	\$164.95				\$0.00
MARTIN MARIETTA TOTALS:					\$385.86	\$0.00	\$385.86				\$0.00
VENDOR: 1115 - TRAFFIC LOGIX CORPORATION											\$0.00
JUN3071322KM1	07/13/22	07/13/22	08/12/22								
Inv. SIN16552 Traffic Signs		3.30.6260 - Street Supplies			\$3,517.86	\$0.00	\$3,517.86	07/13/22	12914	ASCUCK	\$0.00
INVOICE JUN3071322KM1 TOTALS:					\$3,517.86	\$0.00	\$3,517.86				\$0.00
TRAFFIC LOGIX CORPORATION TOTALS:					\$3,517.86	\$0.00	\$3,517.86				\$0.00
VENDOR: 1116 - MULCAIRE & SON CONTRACTING LLC											\$0.00
JUN3072022KM3	07/20/22	07/20/22	08/19/22								
Inv. 3137 Drainage Improvements Pro		6.70.6106 - HURF Exchange Drainage Expe			\$118,456.81	\$0.00	\$118,456.81	07/20/22	12925	ASCUCK	\$0.00
INVOICE JUN3072022KM3 TOTALS:					\$118,456.81	\$0.00	\$118,456.81				\$0.00
MULCAIRE & SON CONTRACTING LLC TOTALS:					\$118,456.81	\$0.00	\$118,456.81				\$0.00
VENDOR: 113 - ALL-MED EQUIPMENT & SERVICES											\$0.00
JUN3071322KM5	07/13/22	07/13/22	07/13/22								
Inv. 701481 Tank Rental Fee		1.14.6181 - Medical Supplies Exp			\$115.20	\$0.00	\$115.20	07/13/22	12915	ASCUCK	\$0.00
INVOICE JUN3071322KM5 TOTALS:					\$115.20	\$0.00	\$115.20				\$0.00
ALL-MED EQUIPMENT & SERVICES TOTALS:					\$115.20	\$0.00	\$115.20				\$0.00
VENDOR: 119 - APS											\$0.00
JUN307722KM11	07/07/22	07/07/22	07/22/22								
3601574879 Power Main St Park		1.17.6285 - Utilities			\$46.31	\$0.00	\$46.31	07/07/22	12893	ASCUCK	\$0.00
9438060000 Power Hull Roof		1.18.6285 - Utilities			\$14.80	\$0.00	\$14.80	07/07/22	12893	ASCUCK	\$0.00
INVOICE JUN307722KM11 TOTALS:					\$61.11	\$0.00	\$61.11				\$0.00
72722MA6	07/27/22	07/27/22	08/11/22								
149044 Street Lights		3.30.6255 - Street Lights			\$1,053.35	\$0.00	\$1,053.35	07/27/22	12943	ASCUCK	\$0.00
INVOICE 72722MA6 TOTALS:					\$1,053.35	\$0.00	\$1,053.35				\$0.00

Town of Jerome

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
APS TOTALS:					\$1,114.46	\$0.00	\$1,114.46				\$0.00
VENDOR: 157 - BOUND TREE MEDICAL, LLC											\$0.00
72022KM3	07/20/22	07/20/22	08/19/22								
103795, Inv. 84593442 Splint			1.14.6181 - Medical Supplies Exp		\$91.06	\$0.00	\$91.06	07/20/22	12926	ASCUCK	\$0.00
INVOICE 72022KM3 TOTALS:					\$91.06	\$0.00	\$91.06				\$0.00
BOUND TREE MEDICAL, LLC TOTALS:					\$91.06	\$0.00	\$91.06				\$0.00
VENDOR: 164 - SUPERIOR COURT YAVAPAI COUNTY											\$0.00
JUN3072022KM6	07/20/22	07/20/22	07/20/22								
Inv. 4-2022-J Holiday Justice and C			1.12.6110 - Contract Services		\$65.26	\$0.00	\$65.26	07/20/22	12927	ASCUCK	\$0.00
INVOICE JUN3072022KM6 TOTALS:					\$65.26	\$0.00	\$65.26				\$0.00
SUPERIOR COURT YAVAPAI COUNTY TOTALS:					\$65.26	\$0.00	\$65.26				\$0.00
VENDOR: 167 - ODP BUSINESS SOLUTIONS											\$0.00
JUN307722KM12	07/07/22	07/07/22	09/05/22								
63266436, Inv. 251133740001 Ink Car			1.11.6190 - Office Supplies		\$311.62	\$0.00	\$311.62	07/07/22	12894	ASCUCK	\$0.00
INVOICE JUN307722KM12 TOTALS:					\$311.62	\$0.00	\$311.62				\$0.00
71322KM1	07/13/22	07/13/22	09/11/22								
63266436, Inv. 254057006001 Pens			1.11.6190 - Office Supplies		\$26.49	\$0.00	\$26.49	07/13/22	12916	ASCUCK	\$0.00
63266436, Inv. 254057935001 Noteboo			1.11.6190 - Office Supplies		\$26.57	\$0.00	\$26.57	07/13/22	12916	ASCUCK	\$0.00
INVOICE 71322KM1 TOTALS:					\$53.06	\$0.00	\$53.06				\$0.00
72022KM7	07/20/22	07/20/22	09/18/22								
63266436, Inv. 254368634001 Floor M			1.11.6190 - Office Supplies		\$86.87	\$0.00	\$86.87	07/20/22	12928	ASCUCK	\$0.00
63266436, Inv. 253285318001 Coffee			1.11.6190 - Office Supplies		\$40.43	\$0.00	\$40.43	07/20/22	12928	ASCUCK	\$0.00
INVOICE 72022KM7 TOTALS:					\$127.30	\$0.00	\$127.30				\$0.00
72722MA1	07/27/22	07/27/22	09/25/22								
63266436, Inv254812519001 Supplies			1.11.6190 - Office Supplies		\$44.37	\$0.00	\$44.37	07/27/22	12944	ASCUCK	\$0.00
63266436, Inv253496032001 Name Plat			1.11.6190 - Office Supplies		\$39.94	\$0.00	\$39.94	07/27/22	12944	ASCUCK	\$0.00
63266436, Inv254381256001 Envelopes			1.11.6190 - Office Supplies		\$208.49	\$0.00	\$208.49	07/27/22	12944	ASCUCK	\$0.00
INVOICE 72722MA1 TOTALS:					\$292.80	\$0.00	\$292.80				\$0.00
ODP BUSINESS SOLUTIONS TOTALS:					\$784.78	\$0.00	\$784.78				\$0.00
VENDOR: 168 - CENTURY LINK											\$0.00
72022KM5	07/20/22	07/20/22	08/04/22								
Inv. 300595446 GG			1.11.6265 - Telephone		\$6.88	\$0.00	\$6.88	07/20/22	12929	ASCUCK	\$0.00
INVOICE 72022KM5 TOTALS:					\$6.88	\$0.00	\$6.88				\$0.00
72722MA2	07/27/22	07/27/22	08/11/22								
928 634 2245 PD			1.13.6265 - Telephone		\$35.28	\$0.00	\$35.28	07/27/22	12945	ASCUCK	\$0.00

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
928 634 7943 GG		1.11.6265 - Telephone		\$167.39	\$0.00	\$167.39	07/27/22	12945	ASCUCK	\$0.00
928 634 8992 PD		1.13.6265 - Telephone		\$179.27	\$0.00	\$179.27	07/27/22	12945	ASCUCK	\$0.00
928 639 0574 LB		1.15.6265 - Telephone		\$86.09	\$0.00	\$86.09	07/27/22	12945	ASCUCK	\$0.00
928 649 2776 PD		1.13.6265 - Telephone		\$41.21	\$0.00	\$41.21	07/27/22	12945	ASCUCK	\$0.00
928 649 3034 FD		1.14.6265 - Telephone		\$128.89	\$0.00	\$128.89	07/27/22	12945	ASCUCK	\$0.00
928 649 3250 CT		1.12.6265 - Telephone		\$72.74	\$0.00	\$72.74	07/27/22	12945	ASCUCK	\$0.00
INVOICE 72722MA2 TOTALS:				<u>\$710.87</u>	<u>\$0.00</u>	<u>\$710.87</u>				<u>\$0.00</u>
CENTURY LINK TOTALS:				<u>\$717.75</u>	<u>\$0.00</u>	<u>\$717.75</u>				<u>\$0.00</u>
VENDOR: 170 - THYSSENKRUPP ELEVATOR CORP										\$0.00
71322KM4	07/13/22	07/13/22	07/13/22							
51348, Inv. 3006697777		1.18.6110 - Contract Services		\$1,128.29	\$0.00	\$1,128.29	07/13/22	12917	ASCUCK	\$0.00
INVOICE 71322KM4 TOTALS:				<u>\$1,128.29</u>	<u>\$0.00</u>	<u>\$1,128.29</u>				<u>\$0.00</u>
THYSSENKRUPP ELEVATOR CORP TOTALS:				<u>\$1,128.29</u>	<u>\$0.00</u>	<u>\$1,128.29</u>				<u>\$0.00</u>
VENDOR: 184 - CRIMESTAR USA, LLC										\$0.00
7722KM7	07/07/22	07/07/22	07/07/22							
Inv. 969 LPT and RMS support		1.13.6192 - Software Service & Support		\$1,050.00	\$0.00	\$1,050.00	07/07/22	12895	ASCUCK	\$0.00
INVOICE 7722KM7 TOTALS:				<u>\$1,050.00</u>	<u>\$0.00</u>	<u>\$1,050.00</u>				<u>\$0.00</u>
CRIMESTAR USA, LLC TOTALS:				<u>\$1,050.00</u>	<u>\$0.00</u>	<u>\$1,050.00</u>				<u>\$0.00</u>
VENDOR: 190 - HUGHES SUPPLY										\$0.00
JUN307722KM1	07/07/22	07/07/22	07/17/22							
Acct 151128 Inv. 06/21/22		2.50.6230 - Rep and Maint - Infrastructure		\$47.74	\$0.00	\$47.74	07/07/22	12896	ASCUCK	\$0.00
INVOICE JUN307722KM1 TOTALS:				<u>\$47.74</u>	<u>\$0.00</u>	<u>\$47.74</u>				<u>\$0.00</u>
JUN3072722MA1	07/27/22	07/27/22	08/06/22							
Acct 151128 Inv S165171542 PVC Cou		2.50.6230 - Rep and Maint - Infrastructure		\$54.70	\$0.00	\$54.70	07/27/22	12946	ASCUCK	\$0.00
INVOICE JUN3072722MA1 TOTALS:				<u>\$54.70</u>	<u>\$0.00</u>	<u>\$54.70</u>				<u>\$0.00</u>
HUGHES SUPPLY TOTALS:				<u>\$102.44</u>	<u>\$0.00</u>	<u>\$102.44</u>				<u>\$0.00</u>
VENDOR: 204 - SEDONA RECYCLES, INC										\$0.00
JUN307722KM17	07/07/22	07/07/22	07/07/22							
Recycling Services, INV. JRME622		2.52.6111 - Recycling Contract Exp		\$240.00	\$0.00	\$240.00	07/07/22	12897	ASCUCK	\$0.00
INVOICE JUN307722KM17 TOTALS:				<u>\$240.00</u>	<u>\$0.00</u>	<u>\$240.00</u>				<u>\$0.00</u>
SEDONA RECYCLES, INC TOTALS:				<u>\$240.00</u>	<u>\$0.00</u>	<u>\$240.00</u>				<u>\$0.00</u>
VENDOR: 218 - VERIZON WIRELESS										\$0.00
JUN307722KM8	07/07/22	07/07/22	08/01/22							
870476021 Inv. 9909729671 PZ		1.16.6265 - Telephone		\$27.89	\$0.00	\$27.89	07/07/22	12899	ASCUCK	\$0.00
870476021 Inv. 9909729671 FD		1.14.6265 - Telephone		\$56.82	\$0.00	\$56.82	07/07/22	12899	ASCUCK	\$0.00

*V - Denotes Voided Check Entries

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
870476021 Inv. 9909729671 GG		1.11.6265 - Telephone		\$23.57	\$0.00	\$23.57	07/07/22	12899	ASCUCK	\$0.00
870476021 Inv. 9909729671 PD		1.13.6265 - Telephone		\$40.01	\$0.00	\$40.01	07/07/22	12899	ASCUCK	\$0.00
870476021 Inv. 9909729671 FD		1.14.6265 - Telephone		\$40.01	\$0.00	\$40.01	07/07/22	12899	ASCUCK	\$0.00
870476021 Inv. 9909729671 FD		1.14.6265 - Telephone		\$40.01	\$0.00	\$40.01	07/07/22	12899	ASCUCK	\$0.00
870476021 Inv. 9909729671 PD		1.13.6265 - Telephone		\$40.01	\$0.00	\$40.01	07/07/22	12899	ASCUCK	\$0.00
870476021 Inv. 9909729671 FD		1.14.6265 - Telephone		\$40.01	\$0.00	\$40.01	07/07/22	12899	ASCUCK	\$0.00
INVOICE JUN307722KM8 TOTALS:				\$308.33	\$0.00	\$308.33				\$0.00
JUN307722KM9	07/07/22	07/07/22	08/01/22							
870476021 Inv. 9909729672 PD		1.13.6265 - Telephone		\$52.22	\$0.00	\$52.22	07/07/22	12898	ASCUCK	\$0.00
870476021 Inv. 9909729672 PD		1.13.6265 - Telephone		\$52.22	\$0.00	\$52.22	07/07/22	12898	ASCUCK	\$0.00
870476021 Inv. 9909729672 Kiosk		3.35.6265 - Telephone		\$40.01	\$0.00	\$40.01	07/07/22	12898	ASCUCK	\$0.00
870476021 Inv. 9909729672 Kiosk		3.35.6265 - Telephone		\$40.01	\$0.00	\$40.01	07/07/22	12898	ASCUCK	\$0.00
870476021 Inv. 9909729672 Kiosk		3.35.6265 - Telephone		\$40.01	\$0.00	\$40.01	07/07/22	12898	ASCUCK	\$0.00
870476021 Inv. 9909729672 Kiosk		3.35.6265 - Telephone		\$40.01	\$0.00	\$40.01	07/07/22	12898	ASCUCK	\$0.00
INVOICE JUN307722KM9 TOTALS:				\$264.48	\$0.00	\$264.48				\$0.00
VERIZON WIRELESS TOTALS:				\$572.81	\$0.00	\$572.81				\$0.00
VENDOR: 224 - LEGEND										\$0.00
JUN307722KM16	07/07/22	07/07/22	08/06/22							
Acct 00-0001475, Inv. 2209148		2.51.6240 - Service Tests/System Testing		\$108.80	\$0.00	\$108.80	07/07/22	12900	ASCUCK	\$0.00
Acct 00-0001475, Inv. 2209148 Water		2.50.6240 - Service Tests/System Testing		\$27.20	\$0.00	\$27.20	07/07/22	12900	ASCUCK	\$0.00
Acct 00-0001475, Inv. 2209147		2.51.6240 - Service Tests/System Testing		\$75.00	\$0.00	\$75.00	07/07/22	12900	ASCUCK	\$0.00
Acct 00-0001475, Inv. 2209146 Water		2.50.6240 - Service Tests/System Testing		\$15.00	\$0.00	\$15.00	07/07/22	12900	ASCUCK	\$0.00
Acct 00-0001475, Inv. 2209146		2.51.6240 - Service Tests/System Testing		\$245.00	\$0.00	\$245.00	07/07/22	12900	ASCUCK	\$0.00
INVOICE JUN307722KM16 TOTALS:				\$471.00	\$0.00	\$471.00				\$0.00
JUN3072022KM5	07/20/22	07/20/22	08/19/22							
Acct 00-0001475, Inv. 2209828		2.51.6240 - Service Tests/System Testing		\$163.00	\$0.00	\$163.00	07/20/22	12930	ASCUCK	\$0.00
INVOICE JUN3072022KM5 TOTALS:				\$163.00	\$0.00	\$163.00				\$0.00
72722MA7	07/27/22	07/27/22	08/26/22							
Acct 00-0001475, Inv. 2210157		2.51.6240 - Service Tests/System Testing		\$51.00	\$0.00	\$51.00	07/27/22	12947	ASCUCK	\$0.00
INVOICE 72722MA7 TOTALS:				\$51.00	\$0.00	\$51.00				\$0.00
LEGEND TOTALS:				\$685.00	\$0.00	\$685.00				\$0.00
VENDOR: 230 - PETTY CASH - GG										\$0.00
JUN307722KM13	07/07/22	07/07/22	07/07/22							
Petty Cash Reimbursement		1.11.6195 - Operating Supplies - Gen Gov		\$99.49	\$0.00	\$99.49	07/07/22	12901	ASCUCK	\$0.00
Petty Cash Reimbursement		1.18.5001 - Salaries and Wages		\$50.00	\$0.00	\$50.00	07/07/22	12901	ASCUCK	\$0.00
Petty Cash Reimbursement		1.11.6200 - Postage		\$15.93	\$0.00	\$15.93	07/07/22	12901	ASCUCK	\$0.00
INVOICE JUN307722KM13 TOTALS:				\$165.42	\$0.00	\$165.42				\$0.00
PETTY CASH - GG TOTALS:				\$165.42	\$0.00	\$165.42				\$0.00

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
VENDOR: 237 - UNISOURCE ENERGY SERVICES										\$0.00
72022KM6	07/20/22	07/20/22	08/09/22							
2353340000 Co-op		1.18.6285 - Utilities		\$21.76	\$0.00	\$21.76	07/20/22	12931	ASCUCK	\$0.00
6937260000 PD		1.18.6285 - Utilities		\$21.76	\$0.00	\$21.76	07/20/22	12931	ASCUCK	\$0.00
7505930000 GG		1.18.6285 - Utilities		\$25.27	\$0.00	\$25.27	07/20/22	12931	ASCUCK	\$0.00
4353340000 Town Yard		1.18.6285 - Utilities		\$21.34	\$0.00	\$21.34	07/20/22	12931	ASCUCK	\$0.00
0559820000 FD		1.18.6285 - Utilities		\$30.09	\$0.00	\$30.09	07/20/22	12931	ASCUCK	\$0.00
INVOICE 72022KM6 TOTALS:				\$120.22	\$0.00	\$120.22				\$0.00
UNISOURCE ENERGY SERVICES TOTALS:				\$120.22	\$0.00	\$120.22				\$0.00
VENDOR: 238 - VERDE VALLEY HARDWARE										\$0.00
JUN307722KM18	07/07/22	07/07/22	07/22/22							
2860 Inv 44571 Trimmer/Weeder Suppl		7.25.6276 - Wildlands Exp - Contingency		\$62.34	\$0.00	\$62.34	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 44648 Hook Tool		1.18.6185 - Miscellaneous		\$32.92	\$0.00	\$32.92	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 44697 Wasp Spray		1.18.6185 - Miscellaneous		\$33.35	\$0.00	\$33.35	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 44865 Weedeater Repair/Par		7.25.6276 - Wildlands Exp - Contingency		\$140.58	\$0.00	\$140.58	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 44866 Weedeater Line		7.25.6276 - Wildlands Exp - Contingency		\$83.46	\$0.00	\$83.46	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 44887 Safety Cone		3.30.6250 - Small Tools and Equipment		\$153.68	\$0.00	\$153.68	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 44893 Adapter		1.18.6185 - Miscellaneous		\$10.94	\$0.00	\$10.94	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 44901 Valve Float Brass		1.18.6185 - Miscellaneous		\$13.17	\$0.00	\$13.17	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 44936 Stihl Weedeater Head		7.25.6276 - Wildlands Exp - Contingency		\$318.55	\$0.00	\$318.55	07/07/22	12902	ASCUCK	\$0.00
2860 Inv44938 CO Detector		7.25.6276 - Wildlands Exp - Contingency		\$74.68	\$0.00	\$74.68	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 44956 Roof Coat/Brushes		3.30.6260 - Street Supplies		\$94.44	\$0.00	\$94.44	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 45342 Hedgger Parts		1.14.6250 - Small Tools and Equipment		\$19.71	\$0.00	\$19.71	07/07/22	12902	ASCUCK	\$0.00
2860 Inv 45407 Trash Bags		2.52.6185 - Miscellaneous		\$29.65	\$0.00	\$29.65	07/07/22	12902	ASCUCK	\$0.00
INVOICE JUN307722KM18 TOTALS:				\$1,067.47	\$0.00	\$1,067.47				\$0.00
VERDE VALLEY HARDWARE TOTALS:				\$1,067.47	\$0.00	\$1,067.47				\$0.00
VENDOR: 247 - HILL BROTHERS CHEMICAL CO										\$0.00
JUN307722KM14	07/07/22	07/07/22	08/06/22							
4842000, Inv. 07135773 Sewer		2.51.6195 - Operating Supplies		\$1,618.32	\$0.00	\$1,618.32	07/07/22	12903	ASCUCK	\$0.00
4842000, Inv. 07135773 Water		2.50.6195 - Operating Supplies - Water		\$1,024.29	\$0.00	\$1,024.29	07/07/22	12903	ASCUCK	\$0.00
INVOICE JUN307722KM14 TOTALS:				\$2,642.61	\$0.00	\$2,642.61				\$0.00
HILL BROTHERS CHEMICAL CO TOTALS:				\$2,642.61	\$0.00	\$2,642.61				\$0.00
VENDOR: 252 - NAPA AUTO PARTS										\$0.00
JUN307722KM19	07/07/22	07/07/22	07/27/22							
292081, 292694, 292905, 293798, 294		1.17.6220 - Rep and Maint - Vehicles		\$139.05	\$0.00	\$139.05	07/07/22	12904	ASCUCK	\$0.00
292081, 292694, 292905, 293798, 294		1.18.6220 - Rep and Maint - Vehicles		\$139.05	\$0.00	\$139.05	07/07/22	12904	ASCUCK	\$0.00
292081, 292694, 292905, 293798, 294		2.50.6220 - Rep and Maint - Vehicles		\$139.05	\$0.00	\$139.05	07/07/22	12904	ASCUCK	\$0.00
292081, 292694, 292905, 293798, 294		2.51.6220 - Rep and Maint - Vehicles		\$139.05	\$0.00	\$139.05	07/07/22	12904	ASCUCK	\$0.00
292081, 292694, 292905, 293798, 294		2.52.6220 - Rep and Maint - Vehicles		\$139.05	\$0.00	\$139.05	07/07/22	12904	ASCUCK	\$0.00
292081, 292694, 292905, 293798, 294		3.30.6220 - Rep and Maint - Vehicles		\$139.06	\$0.00	\$139.06	07/07/22	12904	ASCUCK	\$0.00

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Inv 292515 Radiator Cap		2.52.6220 - Rep and Maint - Vehicles		\$9.33	\$0.00	\$9.33	07/07/22	12904	ASCUCK	\$0.00
INVOICE JUN307722KM19 TOTALS:				\$843.64	\$0.00	\$843.64				\$0.00
NAPA AUTO PARTS TOTALS:				\$843.64	\$0.00	\$843.64				\$0.00
VENDOR: 255 - CITY OF COTTONWOOD										\$0.00
72722MA10	07/27/22	07/27/22	07/27/22							
Inv 5246 Dispatch Fees FD		1.14.6120 - Dispatch Fees		\$560.33	\$0.00	\$560.33	07/27/22	12948	ASCUCK	\$0.00
Inv 5236 Dispatch Fees PD		1.13.6120 - Dispatch Fees		\$3,478.75	\$0.00	\$3,478.75	07/27/22	12948	ASCUCK	\$0.00
INVOICE 72722MA10 TOTALS:				\$4,039.08	\$0.00	\$4,039.08				\$0.00
CITY OF COTTONWOOD TOTALS:				\$4,039.08	\$0.00	\$4,039.08				\$0.00
VENDOR: 265 - CONTRACT WASTEWATER OPERATIONS										\$0.00
JUN307722KM10	07/07/22	07/07/22	08/01/22							
Inv. 1015271 Water Maintenance		2.50.6110 - Contract Services		\$900.00	\$0.00	\$900.00	07/07/22	12905	ASCUCK	\$0.00
Inv. 1015271 WWTP Maintenance		2.51.6110 - Contract Services		\$3,200.00	\$0.00	\$3,200.00	07/07/22	12905	ASCUCK	\$0.00
Inv. 1015271 Transport Charges		2.51.6240 - Service Tests/System Testing		\$130.00	\$0.00	\$130.00	07/07/22	12905	ASCUCK	\$0.00
INVOICE JUN307722KM10 TOTALS:				\$4,230.00	\$0.00	\$4,230.00				\$0.00
CONTRACT WASTEWATER OPERATIONS TOTALS:				\$4,230.00	\$0.00	\$4,230.00				\$0.00
VENDOR: 300 - REESE'S TIRE & AUTOTIRE PROS										\$0.00
JUN307722KM2	07/07/22	07/07/22	08/06/22							
Inv. 50682 Tire repair on Garbage T		2.52.6220 - Rep and Maint - Vehicles		\$75.00	\$0.00	\$75.00	07/07/22	12906	ASCUCK	\$0.00
Inv. 50682 Tire repair on Garbage T		2.52.6220 - Rep and Maint - Vehicles		\$59.24	\$0.00	\$59.24	07/07/22	12906	ASCUCK	\$0.00
INVOICE JUN307722KM2 TOTALS:				\$134.24	\$0.00	\$134.24				\$0.00
REESE'S TIRE & AUTOTIRE PROS TOTALS:				\$134.24	\$0.00	\$134.24				\$0.00
VENDOR: 375 - PERSONNEL SAFETY ENTERPRISES										\$0.00
72022KM1	07/20/22	07/20/22	08/19/22							
80001143, Inv.103202 GG		1.11.6195 - Operating Supplies - Gen Gov		\$60.91	\$0.00	\$60.91	07/20/22	12932	ASCUCK	\$0.00
80001143, Inv.103203 Library		1.15.6195 - Operating Supplies - Library		\$79.15	\$0.00	\$79.15	07/20/22	12932	ASCUCK	\$0.00
80001143, Inv.103204 PD		1.13.6195 - Operating Supplies - Police		\$134.57	\$0.00	\$134.57	07/20/22	12932	ASCUCK	\$0.00
INVOICE 72022KM1 TOTALS:				\$274.63	\$0.00	\$274.63				\$0.00
PERSONNEL SAFETY ENTERPRISES TOTALS:				\$274.63	\$0.00	\$274.63				\$0.00
VENDOR: 384 - USA BLUE BOOK										\$0.00
JUN3071322KM3	07/13/22	07/13/22	08/12/22							
959133 Inv. 015904 Water Supplies		2.51.6195 - Operating Supplies		\$494.03	\$0.00	\$494.03	07/13/22	12918	ASCUCK	\$0.00
INVOICE JUN3071322KM3 TOTALS:				\$494.03	\$0.00	\$494.03				\$0.00
USA BLUE BOOK TOTALS:				\$494.03	\$0.00	\$494.03				\$0.00

Town of Jerome

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
VENDOR: 412 - JOHN MCDONALD											\$0.00
JUN3072722MA4	07/27/22	07/27/22	07/27/22								
Reimbursement GG		1.11.6195 - Operating Supplies - Gen Gov		\$232.32	\$0.00	\$232.32	07/27/22	12949	ASCUCK		\$0.00
Reimbursement Prop		1.18.6195 - Operating Supplies - Properties		\$216.02	\$0.00	\$216.02	07/27/22	12949	ASCUCK		\$0.00
INVOICE JUN3072722MA4 TOTALS:				\$448.34	\$0.00	\$448.34					\$0.00
JOHN MCDONALD TOTALS:				\$448.34	\$0.00	\$448.34					\$0.00
VENDOR: 450 - #1 FOOD STORE											\$0.00
JUN3072022KM8	07/20/22	07/20/22	07/20/22								
Fuel for FD Vehicles		1.14.6145 - Fuel		\$429.13	\$0.00	\$429.13	07/20/22	12933	ASCUCK		\$0.00
Fuel for PD Vehicles		1.13.6145 - Fuel		\$182.16	\$0.00	\$182.16	07/20/22	12933	ASCUCK		\$0.00
INVOICE JUN3072022KM8 TOTALS:				\$611.29	\$0.00	\$611.29					\$0.00
#1 FOOD STORE TOTALS:				\$611.29	\$0.00	\$611.29					\$0.00
VENDOR: 502 - DANA KEPNER CO											\$0.00
72722MA9	07/27/22	07/27/22	08/26/22								
5124, Inv 9032417 Touch Software Su		2.50.6110 - Contract Services		\$2,356.22	\$0.00	\$2,356.22	07/27/22	12950	ASCUCK		\$0.00
INVOICE 72722MA9 TOTALS:				\$2,356.22	\$0.00	\$2,356.22					\$0.00
DANA KEPNER CO TOTALS:				\$2,356.22	\$0.00	\$2,356.22					\$0.00
VENDOR: 548 - JC CULLEN INC											\$0.00
7722KM4	07/07/22	07/07/22	08/06/22								
Inv. 150394 Port Services		1.13.6192 - Software Service & Support		\$35.48	\$0.00	\$35.48	07/07/22	12907	ASCUCK		\$0.00
Inv. 150394 Port Services		1.14.6192 - Software Service & Support		\$35.49	\$0.00	\$35.49	07/07/22	12907	ASCUCK		\$0.00
INVOICE 7722KM4 TOTALS:				\$70.97	\$0.00	\$70.97					\$0.00
JC CULLEN INC TOTALS:				\$70.97	\$0.00	\$70.97					\$0.00
VENDOR: 628 - NACOG											\$0.00
72722MA4	07/27/22	07/27/22	07/27/22								
Inv 2022-01 EDA Yearly Assessment		1.11.6125 - Dues, Subs & Memberships		\$552.00	\$0.00	\$552.00	07/27/22	12951	ASCUCK		\$0.00
INVOICE 72722MA4 TOTALS:				\$552.00	\$0.00	\$552.00					\$0.00
JUN3072722MA7	07/27/22	07/27/22	07/27/22								
Inv 3 CDBG Dundee Waterline		6.70.6105 - CDBG Dundee Waterline Expen		\$5,000.00	\$0.00	\$5,000.00	07/27/22	12954	ASCUCK		\$0.00
INVOICE JUN3072722MA7 TOTALS:				\$5,000.00	\$0.00	\$5,000.00					\$0.00
NACOG TOTALS:				\$5,552.00	\$0.00	\$5,552.00					\$0.00
VENDOR: 652 - ARIZONA MAGISTRATES ASSOC											\$0.00
7722KM8	07/07/22	07/07/22	08/06/22								
Annual Membership		1.12.6125 - Dues and Subscriptions		\$50.00	\$0.00	\$50.00	07/07/22	12908	ASCUCK		\$0.00

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
INVOICE 7722KM8 TOTALS:				\$50.00	\$0.00	\$50.00				\$0.00
ARIZONA MAGISTRATES ASSOC TOTALS:				\$50.00	\$0.00	\$50.00				\$0.00
VENDOR: 725 - DIESEL DIRECT WEST										\$0.00
JUN307722KM4	07/07/22	07/07/22	07/22/22							
18583, Inv. 84618995 Gasoline Water		2.50.6145 - Fuel		\$54.38	\$0.00	\$54.38	07/07/22	12909	ASCUCK	\$0.00
18583, Inv. 84618995 Gasoline Sewer		2.51.6145 - Fuel		\$54.38	\$0.00	\$54.38	07/07/22	12909	ASCUCK	\$0.00
18583, Inv. 84618995 Gasoline Trash		2.52.6145 - Fuel		\$435.08	\$0.00	\$435.08	07/07/22	12909	ASCUCK	\$0.00
INVOICE JUN307722KM4 TOTALS:				\$543.84	\$0.00	\$543.84				\$0.00
72022KM2	07/20/22	07/20/22	08/04/22							
18583, Inv. 84646234 Water		2.50.6145 - Fuel		\$27.25	\$0.00	\$27.25	07/20/22	12934	ASCUCK	\$0.00
18583, Inv. 84646234 Sewer		2.51.6145 - Fuel		\$27.25	\$0.00	\$27.25	07/20/22	12934	ASCUCK	\$0.00
18583, Inv. 84646234 Trash		2.52.6145 - Fuel		\$217.95	\$0.00	\$217.95	07/20/22	12934	ASCUCK	\$0.00
INVOICE 72022KM2 TOTALS:				\$272.45	\$0.00	\$272.45				\$0.00
DIESEL DIRECT WEST TOTALS:				\$816.29	\$0.00	\$816.29				\$0.00
VENDOR: 735 - FOUR-D LLC										\$0.00
JUN307722KM3	07/07/22	07/07/22	08/06/22							
Inv. 00000847 Server Updates and Se		1.11.6193 - Computer Hardware & Service		\$862.50	\$0.00	\$862.50	07/07/22	12910	ASCUCK	\$0.00
INVOICE JUN307722KM3 TOTALS:				\$862.50	\$0.00	\$862.50				\$0.00
FOUR-D LLC TOTALS:				\$862.50	\$0.00	\$862.50				\$0.00
VENDOR: 747 - TOWN OF JEROME PR										\$0.00
7722KM1	07/07/22	07/07/22	07/07/22							
Payroll Transfer		1.10.2999 - Suspense Account		\$90,000.00	\$0.00	\$90,000.00	07/07/22	12911	ASCUCK	\$0.00
INVOICE 7722KM1 TOTALS:				\$90,000.00	\$0.00	\$90,000.00				\$0.00
72722MA3	07/27/22	07/27/22	07/27/22							
Payroll Transfer		1.10.2999 - Suspense Account		\$90,000.00	\$0.00	\$90,000.00	07/27/22	12952	ASCUCK	\$0.00
INVOICE 72722MA3 TOTALS:				\$90,000.00	\$0.00	\$90,000.00				\$0.00
TOWN OF JEROME PR TOTALS:				\$180,000.00	\$0.00	\$180,000.00				\$0.00
VENDOR: 748 - SIMS MACKIN, LTD										\$0.00
JUN3072022KM4	07/20/22	07/20/22	08/19/22							
Inv. 34591 Law Services GG		1.11.6170 - Legal Exp - Gen Gov		\$1,033.50	\$0.00	\$1,033.50	07/20/22	12935	ASCUCK	\$0.00
Inv. 34591 Law Services PZ		1.16.6170 - Legal Exp - P&Z		\$1,521.00	\$0.00	\$1,521.00	07/20/22	12935	ASCUCK	\$0.00
Inv. 34591 Law Services Water		2.50.6170 - Legal Exp - Water		\$253.50	\$0.00	\$253.50	07/20/22	12935	ASCUCK	\$0.00
Inv. 34591 Law Services FD		1.14.6170 - Legal Exp - Fire		\$58.50	\$0.00	\$58.50	07/20/22	12935	ASCUCK	\$0.00
INVOICE JUN3072022KM4 TOTALS:				\$2,866.50	\$0.00	\$2,866.50				\$0.00
SIMS MACKIN, LTD TOTALS:				\$2,866.50	\$0.00	\$2,866.50				\$0.00

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description			Account								
VENDOR: 793 - TOWN OF JEROME - UTILITIES											\$0.00
JUN307722KM7	07/07/22	07/07/22	08/06/22								
Utilities Civic Center			1.18.6285 - Utilities		\$194.51	\$0.00	\$194.51	07/07/22	12912	ASCUCK	\$0.00
Utilities Fire Station			1.18.6285 - Utilities		\$253.06	\$0.00	\$253.06	07/07/22	12912	ASCUCK	\$0.00
Utilities Police Station			1.18.6285 - Utilities		\$177.32	\$0.00	\$177.32	07/07/22	12912	ASCUCK	\$0.00
Utilities Town Yard			1.18.6285 - Utilities		\$180.44	\$0.00	\$180.44	07/07/22	12912	ASCUCK	\$0.00
INVOICE JUN307722KM7 TOTALS:					\$805.33	\$0.00	\$805.33				\$0.00
TOWN OF JEROME - UTILITIES TOTALS:					\$805.33	\$0.00	\$805.33				\$0.00
VENDOR: 806 - PRESCOTT LAW GROUP, PLC											\$0.00
JUN3071322KM2	07/13/22	07/13/22	08/12/22								
2011-00019 Inv. 5506 Legal Services			1.13.6172 - Prosecutor Exp		\$1,507.00	\$0.00	\$1,507.00	07/13/22	12919	ASCUCK	\$0.00
INVOICE JUN3071322KM2 TOTALS:					\$1,507.00	\$0.00	\$1,507.00				\$0.00
PRESCOTT LAW GROUP, PLC TOTALS:					\$1,507.00	\$0.00	\$1,507.00				\$0.00
VENDOR: 826 - PRECISION POLYGRAPH											\$0.00
72722MA8	07/27/22	07/27/22	08/26/22								
Polygraph Services			1.13.6110 - Contract Services		\$200.00	\$0.00	\$200.00	07/27/22	12953	ASCUCK	\$0.00
INVOICE 72722MA8 TOTALS:					\$200.00	\$0.00	\$200.00				\$0.00
PRECISION POLYGRAPH TOTALS:					\$200.00	\$0.00	\$200.00				\$0.00
VENDOR: 914 - LIFE & PROPERTY SAFETY, LLC											\$0.00
71322KM2	07/13/22	07/13/22	08/12/22								
Inv. 8036 Fire Alarm Monitoring			1.18.6110 - Contract Services		\$96.00	\$0.00	\$96.00	07/13/22	12920	ASCUCK	\$0.00
INVOICE 71322KM2 TOTALS:					\$96.00	\$0.00	\$96.00				\$0.00
LIFE & PROPERTY SAFETY, LLC TOTALS:					\$96.00	\$0.00	\$96.00				\$0.00
VENDOR: 952 - KAIROS HEALTH ARIZONA, INC.											\$0.00
72022KM4	07/20/22	07/20/22	08/19/22								
Health Insurance - July Billing			1.10.2406 - Health Insurance		\$18,002.17	\$0.00	\$18,002.17	07/20/22	12936	ASCUCK	\$0.00
INVOICE 72022KM4 TOTALS:					\$18,002.17	\$0.00	\$18,002.17				\$0.00
KAIROS HEALTH ARIZONA, INC. TOTALS:					\$18,002.17	\$0.00	\$18,002.17				\$0.00
VENDOR: 968 - PATRIOT DISPOSAL, INC.											\$0.00
JUN3071322KM4	07/13/22	07/13/22	08/12/22								
0040, Inv. 3484 Waste Removal			2.52.6165 - Landfill Tipping Fees		\$1,572.40	\$0.00	\$1,572.40	07/13/22	12921	ASCUCK	\$0.00
INVOICE JUN3071322KM4 TOTALS:					\$1,572.40	\$0.00	\$1,572.40				\$0.00
PATRIOT DISPOSAL, INC. TOTALS:					\$1,572.40	\$0.00	\$1,572.40				\$0.00

AP Vendor Detail Ledger (Range of Posting Dates with Payment Detail)

Ledger as of : 7/1/2022 to 7/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
VENDOR: 983 - YAVAPAI CONTRACTING, LLC										\$0.00
JUN3072722MA6	07/27/22	07/27/22	07/27/22							
Inv DAWL-002 CDBG Dundee Waterline		6.70.6105 - CDBG Dundee Waterline Expen		\$84,501.84	\$0.00	\$84,501.84	07/27/22	12955	ASCUCK	\$0.00
INVOICE JUN3072722MA6 TOTALS:				\$84,501.84	\$0.00	\$84,501.84				\$0.00
YAVAPAI CONTRACTING, LLC TOTALS:				\$84,501.84	\$0.00	\$84,501.84				\$0.00
VENDOR: ONETIM - JUSTIN VITARELLO										\$0.00
72022KM9	07/20/22	07/20/22	08/19/22							
LMP Refund for Account 1014-02		2.00.2600 - Customer Deposits		\$105.11	\$0.00	\$105.11	07/20/22	12938	ASCUCK	\$0.00
INVOICE 72022KM9 TOTALS:				\$105.11	\$0.00	\$105.11				\$0.00
JUSTIN VITARELLO TOTALS:				\$105.11	\$0.00	\$105.11				\$0.00
VENDOR: ONETIM - MICHAEL GAMBLE										\$0.00
72022KM8	07/20/22	07/20/22	08/19/22							
LMP Refund for Account 1166-01		2.00.2600 - Customer Deposits		\$73.68	\$0.00	\$73.68	07/20/22	12937	ASCUCK	\$0.00
INVOICE 72022KM8 TOTALS:				\$73.68	\$0.00	\$73.68				\$0.00
MICHAEL GAMBLE TOTALS:				\$73.68	\$0.00	\$73.68				\$0.00
LEDGER TOTALS:				\$475,865.52	\$0.00	\$475,865.52				\$460.07

*V - Denotes Voided Check Entries

For the meeting of August 9, 2022

MONTHLY STAFF REPORT TO THE MAYOR AND COUNCIL

Brett Klein, Town Manager/Clerk

I have almost been here one month and most of that time was spent getting as up-to-speed as possible with the ongoing projects, meeting stakeholders and community members and acclimating to the new job.

My other activities have included:

- Discussed water items with Councilmember Moore.
- Participated in a call with water attorney David Brown about various water issues.
- Worked with ADOT, NACOG and contractors regarding drainage improvements project and waterline/hydrant project on Dundee.
- Worked with Attorney Sims on changes to the Engineering Agreement with PACE Engineering for the WWTP Upgrade.
- Worked on a lease agreement for the home at 655 Holly.
- Worked on becoming a signatory on Town accounts.
- Attended elections training and fulfilled local Town election responsibilities.
- Continued attendance at various virtual meetings and webinars with local officials and others.
- Worked on negotiating savings for credit card processing fees.
- Worked on three (3) Public Records requests.
- Worked on implementing the new clerk / finance record management system.
- Continued to field and respond to day-to-day issues requiring my attention.

**** CONGRATULATIONS TO ****

Candace Gallagher, who has retired after more than 13 years of service as of July 28.

John McDonald, who has completed 16 years of service as of August 8th.

Marty Boland, who has completed 5 years of service as of August 1st.

Following is an accounting of sales tax revenues through May, and a water flows report.

WATER FLOWS REPORT

Reading Date	<u>WALNUT GPM</u>	<u>VERDE GPM</u>
2021 1-June	66	182
8-June	60	250
15-June	57	248
21-June	57	242
28-June	57	244
6-July	52	248
12-July	57	240
14-July	48	243
19-July	52	180
28-July	83	177
2-Aug	101	108
11-Aug	77	175
16-Aug	172	180
23-Aug	72	175
30-Aug	66	170
8-Sept	61	168
13-Sept	57	170
20-Sept	57	148
27-Sept	61	162
4-Oct	57	160
11-Oct	61	162
18-Oct	71	165
25-Oct	71	160
1-Nov	66	152
8-Nov	61	159
19-Nov	71	158
22-Nov	71	155
29-Nov	61	158
6-Dec	66	155
14-Dec	71	156
20-Dec	71	144
23-Dec	71	142
27-Dec	71	144
2022 3-Jan	71	140
18-Jan	68	145
24-Jan	71	150
31-Jan	77	141
7-Feb	77	137
14-Feb	57	134
28-Feb	57	139
14-Mar	52	148
21-Mar	48	135
28-Mar	48	129
4-Apr	52	131
11-Apr	40	163
18-Apr	44	153
25-Apr	40	153
2-May	44	159
9-May	44	148
16-May	44	153
23-May	40	154
31-May	39	153
21-Jun	36	157
27-Jun	40	162
5-July	39	165
11-July	32	170
25-July	26	212
1-Aug	36	210



Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA
POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 FAX (928) 634-0715

August 2022 Staff Report for July activity

Respectfully submitted by Kristen Muenz, Deputy Town Clerk

- ⚙ Continued to support new Utilities and Customer Service Clerk, Terri Card, with training and advice.
- ⚙ Assisted Zoning Administrator Will Blodgett with BOA, P&Z and DRB-related business, answering general questions, arranging meeting times, and gathering information.
- ⚙ Posted town notices and meeting agendas throughout the month at the three locations in town (Gulch Road, post office, town hall).
- ⚙ Prepared agenda packets for the DRB meeting with support from Will Blodgett and assisted in preparing the Council meeting agenda packets. Took and transcribed the minutes for all open sessions of Council, P&Z, and DRB meetings.
- ⚙ Assisted staff members, department heads, board members, residents, service agents, and contractors with a range of inquiries or tasks and helped answer the phone when needed.
- ⚙ Maintained record retention duties for Ordinances, Resolutions and Minutes. Continued to work on organizing physical files and maintain proper records of agendas and drafted minutes. Assisted Candace Gallagher with some file maintenance needed to switch over her office to new Town Manager, Brett Klein.
- ⚙ Continued to cross-train with Finance Manager Melanie Atkin to learn how to update and balance bank records in Cyma. Also, how to review, input, and process Accounts Payables.
- ⚙ Attended the annual Arizona Municipal Clerk Association's conference to learn about election law and best practices.

MONTHLY REVENUE REMITTANCE

Jun 2022

TOTAL DISBURSEMENTS

SUBTOTALS: 98.00 5,580.74 6,845.47 54.57

JCEF 98.00 6,634.30 Gen Fund

FTG 0.00 211.17 Splits

12,578.78

FUND	CODE	GL ACCT	OTH AGY	STATE	TOWN	COUNTY
Jud Collect Enhan Fnd (Local TPF 12-116 - \$7 Court)	ZJCL	4-13-03	98.00			
Jud Collect Enhan Fnd (LOCAL T22) (Other Fees)	ZJCLF	4-13-02				
Jud Collect Enhan Fnd (LOCAL T22) (Filing and Answer Fees)	ZJCLF	4-13-01				
Fill the Gap Revenue (MFTG)	FTGREV	4-98-03				(52 WRITE-IN)
ADPS Forensic Fund	ZADPS	2-14-08		245.58		252.30 ZADPS & ZONAS
Arson Detection Reward Fund - Title 22 Fees	ZADRF	2-13-05				0.00 ZADRF
Arson Detection Reward Fund	ZADRF	2-11-05				
Address Confidentiality Program Assmt 12-116.05	ZCAA1	2-15-33				108.67 ZCAA1 ZDVSF & ZTECH
Citz Clean Elect Fund (10% Base) - 16-949D, 954C (NOT Photo)	ZCEF	2-14-03		420.60		
Crim Jstc Enhnc Fnd Penalty (47% Base) - 12-116.01A, 41-2401	ZCJEF	2-14-01		1,771.98		
Child Passenger Restraint Fund 28-907C	ZCPRF	2-11-11				
Drug & Gang Enforcement Acct - 13-34xx, 13-811C	ZDECJ	2-11-25				
DNA 3% of Base Fine - 12-116.01C	ZDNAS	2-14-05		6.72		
DUI Abatement Fnd - 28-1304A, 1382.3 (Extrm DUI, \$250)	ZDUIA	2-15-11				
DV Shelter Services Fund (DV Assmt) 12-116.06, 12-284.03A2	ZDVSF	2-15-34				(52 WRITE-IN)
FARE Fee Special Collections (19%) AO 2003-126	ZFAR1	2-13-23		57.95		97.11 ZFAR 1 & 3
FARE Delinquency Fee (\$35.00 Fee) AO 2003-126	ZFAR2	2-13-22		53.00		373.33 ZFAR 2 & 4
FARE Enhanced Spec Collection Fee	ZFAR3	2-13-25		39.16		
FARE Enhanced Delinquency Fee	ZFAR4	2-13-24		320.33		
FTG Penalty Assmt (7% of Base) - 12-116.01B, 41-2421J	ZFTGS	2-14-04		294.36		
Highway Users Rev Fnd (HURF) (REG 80% Out/ST Plates) 28-2533C	ZHRF3	2-11-36		154.00		
Jud Collect Enhan Fnd (ST TP - \$11) 12-113, 12-116	ZJCS	2-13-52		28.00		28.00 ZJCS 52 & ZJCS 53
Jud Collect Enhan Fnd (ST TP - \$2 PubDef Trng) 12-116	ZJCS	2-13-53				
Jud Collect Enhan Fnd (CVLTP) Title 22-281C1 (18.39% of Fee)	ZJCSF	2-13-51		546.72		
Medical Srvs Enhan Fnd (13% Base) 12-116.02F, 36-2219.01	ZMSEF	2-14-02		265.20		
2011 Additional Assmt (\$8) 12-116.04C	ZOS1	2-15-31				165.74 ZOS 1-99
Prison Construction & Operations Fnd 5-395.01A4, 41-1651	ZPCOF	2-15-13		124.61		
Peace Officer Training Equip Fnd (2019-\$4) 12-116.10, 41-1731	ZPOTE	2-15-42		662.94		
Probation Surcharge (\$5) 12-114.01	ZPRSU/6/9	2-14-06		234.00		
Public Safety Equipment Fnd 5-395-397, 28-1381-88, 41-1723	ZPSEF	2-15-14				
Drug Tech Registration Fnd (Drug lab) 13-3423, 28-737.....	ZTECH	2-15-35		108.67		
Victim Rights Penalty (2019 - \$9) 12-116.08 (37.6%)	ZVCAF	2-15-43		66.27		66.27 ZVCAF & ZVRF
Victims Rights Enforcement Fund (\$2) 12-116.09, 41-1722	ZVREA	2-15-37		180.65		
Victim Rights Penalty (2019 - \$9) 12-116.08 (62.4%)	ZVRF	2-15-44				
Forfeited Overpayments		4-91-04				
Installment Payment Fee		4-39-08				
Attorney Reimbursement Fees (Indigent Defense)	ZATT	2-31-01		78.57		78.57 ZATT & ZPUBZ
Confidential Address Assmt - LOCAL DV/Sx (5%) 12-116.05	ZCAA2	4-29-22				
Court Enhancement Fee	ZCE	4-30-04				4,266.96 ZCAA2 & ZFINES
Defensive Driving School Fee 28-3396	ZDDS	4-31-01			770.00	
Default Fees - LOCAL	ZDEFF	4-32-01			557.34	657.34 ZDEFF & ZWARF
Deferred Prosecution Fees	ZDFEE	4-31-02			120.00	
Fines - CT Penalties - 13-811A & 28-1554B	ZFINE	4-21-10			1,357.79	
Fines - CR (NT) Penalties - 13-811A & 28-1554B	ZFINE	4-22-30			104.50	4,266.96 ALL ZFINES
Fines - CR T (DUI) Penalties - 13-811A & 28-1554B	ZFINE	4-22-10			691.68	
Fines - CR T (NDUI) Penalties - 13-811A & 28-1554B	ZFINE	4-22-20			26.38	
Fines - CR T (GBSE) Penalties - 13-811A & 28-1554B	ZFINE	4-21-95			51.91	
Fines - CR Penalties - 13-811A & 28-1554B	ZFINE	4-59-04				
Fines - CV Penalties - 13-811A & 28-1554B	ZFINE	4-49-05			2,034.70	
Registration Violations (HURF-LOCAL) 28-2533 REG	ZHRFX/C	4-23-01				
COURT SECURITY FEE	ZMCSF	4-30-25			800.00	
Miscellaneous (T22) Filing/Answer Fees 22-281C3	ZMISC	4-11-01			20.00	820.00 ZLCL & ZMISC
Miscellaneous (T22) Other Fees 22-281C3	ZMISC	4-11-02				
2011 Additional Assmt - Citing Agcy Share	ZOS	2-51-03				
Officer Safety Equip - LCOAL PD 12-116.04D	ZOS3	4-23-03			132.60	
2011 Additional Assmt - State Citing Agencies	ZOS5	2-15-32				
Non-Refundable Overpayments	ZOVF	4-91-02				
Public Defender Fees	ZPUBZ	4-39-71				(53 WRITE-IN)
License Plate Violation (Susp/Display) 28-4139	ZSLPX/ZHRFC	4-23-02				
Warrant Fee	ZWARF	4-32-03			100.00	
Jail (incarceration) Fees	ZJF	4-33-21				21.43
2011 Additional Assmt - Justice Courts Share	ZOS2	2-21-53				33.14

PASS-THROUGH MONIES:		Received
OVERPAYMENT REPORT		
Carried Forward from Previous Month		\$0.00
RECEIVED in current month	ZOVR 2-72-01	\$0.00
DISBURSED (Hold Rcpt Refund) in current month		\$0.00
Allocation Adjustments		\$0.00
Balance at End of Current Month		\$0.00
UNAPPLIED PAYMENTS REPORT		
Carried Forward from Previous Month		\$0.00
Received, not applied this month	UAP 2-79-11	\$0.00
Allocated During Current month		\$0.00
Balance at End of Current Month		\$0.00
DEFERRED AGENCY ALLOCATIONS REPORT		
Carried Forward from Previous Month		\$0.00
Agency Not Assigned in Current Month	DAA 2-99-02	\$0.00
Allocated During Current month		\$0.00
Balance at End of Current Month		\$0.00
BOND REPORT		
Carried Forward from previous month		\$0.00
RECEIVED in current month	ZBND 2-71-01	\$0.00
CONVERTED (Exonerated) to Fines/Fees		\$0.00
DISBURSED in current month		\$0.00
FORFEITED in current month		\$0.00
Balance at End of Current Month:		\$0.00
RESTITUTION REPORT		
Carried Forward from previous month		\$0.00
RECEIVED in current month	ZREST 2-41-01	\$0.00
DISBURSED in current month		\$0.00
Balance at End of Current Month		\$0.00

TOTAL REVENUE FOR DISBURSEMENT **\$12,480.78**

JCEF account \$98.00
 FTG account \$0.00
 State Revenue \$5,580.74
 City/Town \$6,845.47
 Yavapai County \$54.57
 Other Agencies

TOTAL DISBURSEMENTS **\$12,578.78**

PASS-THROUGH MONIES: **\$0.00**

Overpayment Refunds \$0.00
 Unapplied Payments \$0.00
 Bonds (ZBND) \$0.00
 Restitution (ZREST) \$0.00
 Agency Not Assigned - not yet allocated \$0.00

SABA TOTAL (Total Revenue) **\$12,578.78**

I, Micheala Brewer, Court Clerk, of Jerome Municipal Court, Yavapai County, State of Arizona, do hereby certify that the foregoing is a true and correct account of the funds collected by the Court for the month of:

June-22

Signature

Micheala Brewer
 Verified by: Angela B. Wynn

Micheala Brewer
 7/7/22



JEROME MUNICIPAL COURT

Hon. Angela M. Bradshaw Napper, Magistrate

P O Box 335
Jerome, AZ 86331

600 Clark Street
Phone (928) 649-3250

TO: Jerome Town Council

FROM: Angela M. Bradshaw Napper, Magistrate

SUBJECT: Monthly Staff Report

DATE: July 28, 2022

Court business remains consistently productive through the summer, as we enjoy the mountaintop monsoon storms.

Our new computers (laptops with docking stations) are scheduled for installation on September 8, 2022, by staff members from the Administrative Office of Courts. I have contacted the Town Manager to request technical assistance in order to complete the installation process. We should have new systems in place by October to better serve the public by allowing improved opportunities for remote attendance and participation in hearings.

The Court Clerk recently completed 9 hours of continuing education by participating in the Arizona Court Supervisor Training program through the Supreme Court. This important training will allow her the opportunity to take on additional responsibilities for our Court.

After renewing my membership in the Arizona Magistrates Association, I have registered for the Annual Conference taking place in September in Prescott. Several important topics are on the conference agenda, and I am looking forward to the event.

Attached for your review is the June 2022 financial report.

I remain ever grateful for the opportunity to serve the citizens of the Town of Jerome and am always available to discuss the Court's role in the community.



Jerome Volunteer Fire Department

P.O. Box 1025 Jerome, AZ 86331 Tel. (928) 649-3034 Fax (928) 649-3039

E-mail: blair@jeromefire.us

Fire Chief's Report

Month: July Year: 2022

Calls by Type	Number	Resident	Non-Resident
EMS Calls	12	7	5
Residential Fire	0	0	0
Commercial Fire	2	0	2
Wildland	2	0	2
Still Assignment	0	0	0
Station Staffing	0	0	0
Citizen Assist	3	1	2
Agency Assist	4	2	2
Special Duty	2	1	1
Snake Removal	10	10	0
Tech Rope Rescue	0	0	0
MVA/Rescue	5	0	5
HazMat	1	1	0
Dispatch Error	0	0	0
Totals:	41	22	19
Total Calls Chief on Scene	34		
Total JFD Meetings Chief Attended	7		

Department Meetings and Drills	Number
Officer's Meeting	1
Work Session	1
Rope Drill	1
Drills	4

JVFD Hours Worked (No Salaried Hours Included in these totals)	Total Hours: 227.5
--	--------------------

Fire Chief Meetings	Date
Jerome Town Council Meeting	7/25/22
YC Chiefs Meeting	7/28/22

Education, Summer Semester:

- We are looking into sending Rick Hernandez down to the Arizona fire academy for Fire Inspector II and Carl Whiting to an undecided class this September.
- From August 10th through the 12th Allen Muma, Carl Whiting, Kerry Lee and Jason Supple are traveling to Laughlin for a Swiftwater rescue course. As we are mutual aid partners and seen as

having a degree of rope expertise in our area, we are often called out to assist with Swiftwater rescues within the Verde Valley.

Additional Training:

- On Thursday 5PM July 7th we held our business meeting with Blair.
- On Thursday 5PM July 14th we conducted hose box training with Kinsella.
- On Thursday 5PM July 20th we conducted training on Rope Anchors with Lee
- On Saturday 9AM July 23rd we conducted Rope Training on Anchors and back ties with Lee.
- On Thursday 5PM July 30th we conducted Fire search and rescue and Packaging training with Giles and Blair.

Department Affairs and On-going Projects

- Our July call volume is down by 1 call over last July's 42 calls, totaling 41 calls this month. Our year-to-date call volume is 278 compared with 230 calls YTD 2021. Our Fire Department personnel are performing their tasks in a professional manner with no injuries occurring.
- On July 14th We sent our wildland crew and E-126 (formerly B-111) on a mutual aid initial Attack assignment in Texas. They have just returned as of July 31st Invoicing \$44,426 and profiting \$20,755 for Jerome.
- Last year's E-126 Wildland incidents Invoiced \$211,534 with E-126 making \$119,230 for the town.
- Jerome Fire has been working with the Town crew to restore the water tanks and water lines to full capacity due to the right-hand tank on Cleopatra hill having a leak on the bottom of the tank. We are looking into getting the tank repaired
- I've been monitoring all the water tanks four times daily throughout the month. To ensure we have water overflow, in addition to filling the sunshine hill tanks. At this point all the water tanks are full, other than the one that is in need of repair.
- Jerome Fire and the Town Crew have Also been working together on addressing the problems with the Cantilevered Sidewalk on Hampshire Ave. The holes have been patched and we are waiting for approval from ADOT addressing the need for an overlay for repairing that entire section of sidewalk.
- We should be receiving the turnouts that we had ordered soon on the grant we were awarded from Firehouse Subs, as well as hopefully receiving our 10 New Radios and 3 mobile radios we were able to order though the help of the Fire Department Auxiliary.
- In addition, the Auxiliary had been purchasing new rope gear for the station. 600 Meters of Technora as well as other appliances. Totaling around \$6,000.
- We received our new Polaris that was received though a donation to the Jerome Fire Department Auxiliary. It is a brand new \$30,000 2022 XP 1000 Polaris and has been outfitted as needed for Jerome Fire EMS and Rescue Operations and is in service.
- Future Agenda Items are to Address Type one water restrictions and clearly define our requests for water usage involving times of preferred use as well as amount used. As well as addressing the amounts Non-residents are charged for our services. We noted that our Trail Rescue Vehicles were not included as well as some of our rates needed to Increase with inflation as we got the vehicles after this Fee schedule was adopted.

Wildland Fiscal Year 2021-2022					
Assignment	Assignment Date	Payment Date	E-126 Total	Total Invoiced	
Mescal Fire	6/5/21-6/20/21	7/15/2021	\$ 24,353.00	\$ 44,766.74	
Pack Creek Fire	6/29/21-7/14/21	8/16/2021	\$ 24,892.00	\$ 46,651.33	
OSC2021 Staging	8/19/21-9/19/21	10/13/2021	\$ 686.00		Paid
2021 ANF OSC Preposition	8/19/21-8/20/21	10/13/2021	\$ 1,323.00	\$ 3,103.30	Together
French Fire	8/20/21-9/4/21	10/28/2021	\$ 24,500.00	\$ 37,105.33	
2022 Initial Attack	3/16/22-3/31/22	4/14/2022	\$ 23,714.00	\$ 42,507.11	
Foster Fire	5/30/22-6/2/22	6/27/2022	\$ 3,230.00		Paid
Calf Canyon Fire	6/2/22-6/14/22	6/27/2022	\$ 16,532.50	\$ 37,400.74	Together
Totals			\$ 119,230.50	\$ 211,534.55	

Prevention

- We have had a total of 25 Firewise activities and visits to the burn pile in July with 20 loads of trimmings, slash, and brush for a total of 64 combined Jerome's citizen hours. As well as 81 total hours from our Fuels Crew. If you need assistance, and have not filled out a Firewise application, they can be obtained at the Town Hall or the Fire Department.
- 5 Business license inspections were performed.
- Jerome Fire Fuels Crews have been concentrating their efforts on the main and side roads in town in order to create fire breaks throughout the town and surrounding area. Debris has also been cleared from the sides of the road from Clarkdale into town.

Thank you to all Jerome residents and property owners who have helped in the creation of defensible space around their properties by removing dead and overgrown trees, brush, and grasses.

July Fire and EMS Report:

Incident	Date	Time	Day	Select Type	Additional Info	#
84	7/1/22	7:24:00 PM	Fri	EMS Resident	37 YOF - Unknown Medical	3
22-155	7/2/22	12:45:00 PM	Sat	Snake Removal & Relocation	Nothing Found	4
85	7/2/22	7:39:00 PM	Sat	EMS Resident	84 YOM – Unknown Medical	4
86	7/2/22	9:37:00 PM	Sat	EMS Resident	ETOH- Possible OD	3
22-156	7/4/22	2:00:00 PM	Mon	Agency Assist Resident	Removed Dead Deer	2
87	7/4/22	5:07:00 PM	Mon	MVA/Rescue Non-Resident	Single Vehicle. Over side 5Pts	10
22-157	7/4/22	6:45:00 PM	Mon	Citizen Assist Non-Resident	Assisted Citizen W/Disabled Vehicle	3
88	7/4/22	6:30:00 PM	Mon	Wildland	Assisted Cottonwood Fire with Fireworks	3
22-158	7/6/22	2:20:00 PM	Wed	Citizen Assist Resident	Assisted Citizen W/ Disabled Vehicle.	1
89	7/4/22	9:45:00 PM	Mon	MVA/Rescue Non-Resident	Canceled Enroute	1
90	7/4/22	10:26:00 PM	Mon	Commercial Fire	Canceled Enroute	1
91	7/7/22	11:59:00 AM	Thurs	MVA/Rescue Non-Resident	MVA 2 Vehicle Acc. W/ 10 Occ.	11
92	7/9/22	1:08:00 PM	Sat	EMS Non Resident	61 YOM - Syncope	7
93	7/9/22	4:52:00 PM	Sat	EMS Resident	69 YOF - Unknown Medical	6
22-159	7/10/22	9:00:00 AM	Sun	Snake Removal & Relocation	report of Rattlesnake- Nothing Found	2
94	7/10/22	9:21:00 AM	Sun	MVA/Rescue Non-Resident	MC Down 1 Pt. 52 YOM W/ Injuries	6
95	7/11/22	3:36:00 PM	Mon	Agency Assist Non-Resident	Assisted JPD W/ Disabled Vehicle	4
22-160	7/11/22	4:06:00 PM	Mon	Citizen Assist Non-Resident	Assisted Citizen W/ Disabled vehicle	2
22-161	7/14/22	8:00:00 AM	Thurs	Special Duty Non-Resident	Prepare E-126 for Mutual Aid.	5

96	7/14/22	9:00:00 AM	Thurs	Wildland	Mutual Aid in Texas	3
22-162	7/16/22	9:45:00 AM	Sat	Snake Removal & Relocation	4ft Blacktail Rattlesnake	2
97	7/16/22	4:09:00 PM	Sat	EMS Non Resident	58 YOF - Fall/ Unknown Medical	5
22-163	7/18/22	5:45:00 AM	Mon	Snake Removal & Relocation	4ft Blacktail Rattlesnake	1
22-164	7/18/22	6:15:00 AM	Mon	Special Duty Resident	Clear Hazard from Roadway	2
22-165	7/19/22	8:15:00 PM	Tue	Snake Removal & Relocation	3Ft Blacktail Rattlesnake.	2
98	7/20/22	3:46:00 PM	Wed	Commercial Fire	Activated alarm/ Canceled Enroute	5
22-166	7/21/22	11:30:00 AM	Thurs	Snake Removal & Relocation	3ft Diamondback Rattlesnake	2
22-167	7/21/22	5:00:00 PM	Thurs	EMS Non Resident	56 YOF Injured foot	7
99	7/21/22	6:03:00 PM	Thurs	EMS Resident	69 YOF - Unknown Medical	8
22-168	7/22/22	8:00:00 AM	Fri	Snake Removal & Relocation	4 Ft Blacktail Rattlesnake	1
100	7/23/22	9:55:00 AM	Sat	EMS Resident	54 YOM Syncope	4
22-169	7/24/22	9:30:00 AM	Sun	Snake Removal & Relocation	2.5 Ft Timber Rattlesnake	2
22-170	7/26/22	9:30:00 AM	Tue	Snake Removal & Relocation	3.5 Ft Diamondback	1
22-171	7/26/22	4:00:00 PM	Tue	Agency Assist Non-Resident	Stuck Box Truck	3
101	7/26/22	8:41:00 PM	Tue	EMS Resident	79 YOM Unknown Medical	5
22-172	7/28/22	1:15:00 PM	Thurs	Hazmat	Removed Dead animal	2
102	7/28/22	9:57:00 PM	Thurs	MVA/Rescue Non-Resident	Single Vehicle Into guardrail 1 Pt.	4
22-173	7/29/22	12:00:00 PM	Fri	EMS Non Resident	21 YOF Cut hand Basic First Aid	1
22-174	7/30/22	1:45:00 PM	Sat	EMS Non Resident	39 YOF Anxiety attack	1
22-175	7/30/22	6:00:00 PM	Sat	Agency Assist Resident	Cleared Storm Drains	1
22-176	7/31/22	12:15:00 PM	Sun	Snake Removal & Relocation	4' Bull Snake	2
Incident	Date	Time	Day of week	Select Type	Additional Info	#

July 2022 Burn Pile Log

JC stands for Jerome citizens

Date	Address	Adult Prob.	# Crew Firewise	FW Hrs.	Firewise Total Hrs.	# Loads	JC# crew	JC# Hrs.	JC Total Hrs.
7/5/2022	295 Dundee				0	1	1	2	2
7/5/2022	Sunshine Hill		2	7	14				0
7/6/2022	Walnut Springs		3	7	21				0
7/7/2022	Walnut Springs		3	7	21				0
7/9/2022	123 1st				0	3	2	6	12
7/12/2022	89A		2	5	10				0
7/13/2022	Clark + School		2	5	10				0
7/13/2022	101 Hill				0	2	2	4	8
7/14/2022	89A		2	5	10				0
7/15/2022	875 Gulch				0	1	4	2	8
7/16/2022	Perkinsville Rd.		1	4	4				0
7/17/2022	Perkinsville Rd.		1	4	4	2			0
7/19/2022	Perkinsville Rd.		1	5	5				0
7/20/2022	89A		2	8	16				0
7/20/2022	1000 Perkinsville Burn Permit				0		2	4	8

Fire Chief's Report

7/20/2022	845 Gulch				0	2	2	4	8
7/21/2022	29 Magnolia				0	3	1	4	4
7/21/2022	89A		2	8	16				0
7/23/2022	135 Dundee				0	1	1	4	4
7/27/2022	89A + Perkinsville		2	7	14				0
7/28/2022	Perkinsville Rd.		2	7	14				0
7/28/2022	156 North				0	2	2	4	8
7/29/2022	300 Perkinsville		2	1	2	1			0
7/29/2022	Paradise Ln.		2	1	2	1			0
7/30/2022	651 Clark St.				0	1	1	2	2
	Totals	0	29	81	163	20	18	36	64
	Jerome Citizen Hours-	Adult Prob.	Firewise	FW Hrs.	Firewise Total Hrs.	# Loads	JC# Crew	JC# Hrs.	JC Total Hrs.

**Thank you for your continuing support
Rusty Blair Chief JVFD**



TOWN OF JEROME, ARIZONA
POST OFFICE BOX 335, JEROME,
ARIZONA 86331

(928) 634-7943 FAX (928) 634-0715

JULY 2022 STAFF REPORT

From: Melanie Atkin, Finance Manager

To: The Mayor and Council

Accounting Duties:

- ❖ Processed the weekly imports, which accounts for A/R transactions made with checks, credit cards, and cash.
- ❖ Processed weekly A/P checks. Cross training Kristen to help with A/P.
- ❖ Made the weekly bank deposits.
- ❖ Processed two payrolls through ADP, ran payroll reports, completed various ledgers with the report's information, and posted payroll into the general ledger.
- ❖ Made necessary monthly postings for Admin Charges and supplemented Water, Sewer, Police, and HURF departments with transfers from the Parking and General Funds.
- ❖ Ran monthly fund, departmental, and vendor reports.
- ❖ Created a March summary budget to actual report for General, Utility, Road, and Parking funds.
- ❖ Ran daily bank statements, making the necessary journal entries to balance the daily bank reconciliations.
- ❖ Beginning to put information together for the audit. The auditors are scheduled to be here in November.
- ❖ Entered the budget into CYMA.

HR Duties:

- ❖ Helped some employees with benefit related questions.
- ❖ Added budgeted raises and figured retro pay.



TOWN OF JEROME, ARIZONA
POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943

August 2022 staff report for July activity submitted by Terri Card.

Utilities

- Current debt (45 days past due):

22 accounts were on the shut-off list at the beginning of June. 14 accounts were sent Yellow Tags, and no accounts were shut off due to every account either paid off or made payments.

Balance owed on shut-off accounts from June billing: \$5856.34

Balance owed at end of July: \$1453.09

- A copy of the May AR Aging report is attached.

Business Licenses

Applications submitted: 2

Issued: 5

In process: 4

Renewal reminders went out to 6 businesses whose licenses expire at the end of August.

Rentals

All renters have made their rental payments and are on track.

Charge Item Summary By User Type

ChargeItem	Future	Current	Age2	Age3	Age4	Age5	Balance
UserType: Commercial							
Credit	\$0.00	(\$732.28)	(\$637.56)	(\$775.12)	(\$599.64)	(\$3,544.02)	(\$6,288.62)
Water	\$0.00	\$4,427.19	\$675.74	\$58.00	\$0.00	\$270.39	\$5,431.32
Sewer	\$0.00	\$5,515.03	\$819.00	\$72.00	\$0.00	\$522.58	\$6,928.61
Trash	\$0.00	\$7,937.38	\$1,141.16	\$188.10	\$0.00	\$848.07	\$10,114.71
Tax	\$0.00	\$436.32	\$65.71	\$5.72	\$0.00	\$39.24	\$546.99
Misc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Fee	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$2,190.00	\$2,200.00
LMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UserType: Commercial (8)-----	-----	-----	-----	-----	-----	-----	-----
Subtotal --->	\$0.00	\$17,593.64	\$2,064.05	(\$451.30)	(\$599.64)	\$326.26	\$18,933.01
UserType: Residential							
Credit	\$0.00	(\$3,132.48)	\$30.91	(\$469.06)	\$92.82	(\$1,963.21)	(\$5,441.02)
Water	\$0.00	\$7,718.42	\$1,336.58	\$344.08	\$77.51	\$2,192.17	\$11,668.76
Sewer	\$0.00	\$6,408.42	\$1,061.88	\$320.50	\$144.85	\$3,775.02	\$11,710.67
Trash	\$0.00	\$5,373.99	\$985.43	\$191.06	\$75.45	\$2,195.38	\$8,821.31
Tax	\$0.00	\$744.86	\$122.03	\$33.92	\$6.46	\$298.22	\$1,205.49
Misc	\$0.00	\$15.00	\$15.00	\$0.00	\$15.00	\$38.55	\$83.55
Late Fee	\$0.00	\$230.00	\$160.00	\$150.00	\$110.86	\$5,544.89	\$6,195.75
LMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UserType: Residential (8)-----	-----	-----	-----	-----	-----	-----	-----
Subtotal --->	\$0.00	\$17,358.21	\$3,711.83	\$570.50	\$522.95	\$12,081.02	\$34,244.51
UserType: Municipal							
Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water	\$0.00	\$110.72	\$0.00	\$0.00	\$0.00	\$0.00	\$110.72
Sewer	\$0.00	\$139.64	\$0.00	\$0.00	\$0.00	\$0.00	\$139.64
Trash	\$0.00	\$141.20	\$0.00	\$0.00	\$0.00	\$0.00	\$141.20
Tax	\$0.00	\$10.92	\$0.00	\$0.00	\$0.00	\$0.00	\$10.92
Misc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UserType: Municipal (8)-----	-----	-----	-----	-----	-----	-----	-----
Subtotal --->	\$0.00	\$402.48	\$0.00	\$0.00	\$0.00	\$0.00	\$402.48

Charge Item Summary By User Type

ChargeItem	Future	Current	Age2	Age3	Age4	Age5	Balance
=====							
UserType: Commercial							
Credit	\$0.00	(\$136.95)	(\$64.47)	(\$60.00)	(\$60.00)	(\$38.69)	(\$360.11)
Misc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rent	\$0.00	\$6,193.46	\$290.84	\$0.00	\$0.00	\$347.36	\$6,831.66
Gas	\$0.00	\$21.76	\$0.00	\$0.00	\$0.00	\$0.00	\$21.76
Electric	\$0.00	\$286.63	\$0.00	\$0.00	\$0.00	\$0.00	\$286.63
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UserType: Commercial (8)-----							
Subtotal --->	\$0.00	\$6,364.90	\$226.37	(\$60.00)	(\$60.00)	\$308.67	\$6,779.94
UserType: Default							
Credit	\$0.00	\$0.00	\$0.00	(\$8,734.02)	\$0.00	\$0.00	(\$8,734.02)
Misc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UserType: Default (3)-----							
Subtotal --->	\$0.00	\$0.00	\$0.00	(\$8,734.02)	\$0.00	\$0.00	(\$8,734.02)
Grand Total (35)=====							
=====>	\$0.00	\$41,719.23	\$6,002.25	(\$8,674.82)	(\$136.69)	\$12,715.95	\$51,625.92

Charge Item Summary

ChargeItem	Future	Current	Age2	Age3	Age4	Age5	Balance
Credit	\$0.00	(\$4,001.71)	(\$671.12)	(\$10,038.20)	(\$566.82)	(\$5,545.92)	(\$20,823.77)
Water	\$0.00	\$12,256.33	\$2,012.32	\$402.08	\$77.51	\$2,462.56	\$17,210.80
Sewer	\$0.00	\$12,063.09	\$1,880.88	\$392.50	\$144.85	\$4,297.60	\$18,778.92
Trash	\$0.00	\$13,452.57	\$2,126.59	\$379.16	\$75.45	\$3,043.45	\$19,077.22
Tax	\$0.00	\$1,192.10	\$187.74	\$39.64	\$6.46	\$337.46	\$1,763.40
Misc	\$0.00	\$15.00	\$15.00	\$0.00	\$15.00	\$38.55	\$83.55
Late Fee	\$0.00	\$240.00	\$160.00	\$150.00	\$110.86	\$7,734.89	\$8,395.75
Rent	\$0.00	\$6,193.46	\$290.84	\$0.00	\$0.00	\$347.36	\$6,831.66
Gas	\$0.00	\$21.76	\$0.00	\$0.00	\$0.00	\$0.00	\$21.76
Electric	\$0.00	\$286.63	\$0.00	\$0.00	\$0.00	\$0.00	\$286.63
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total (12)	=====	=====	=====	=====	=====	=====	=====
=====>	\$0.00	\$41,719.23	\$6,002.25	(\$8,674.82)	(\$136.69)	\$12,715.95	\$51,625.92

Customer Count = 384



JEROME POLICE DEPARTMENT

ALLEN L. MUMA, CHIEF
305 MAIN STREET
POST OFFICE BOX 335
JEROME, ARIZONA 86331
(928) 634-8992
FAX (928) 649-2776



August 2, 2022

TO: Honorable Mayor and Jerome Town Council

FROM: Allen Muma, Chief of Police

Attached please find the police activity reports for July 2022.

The July "Calls for Service" report contained no significant single incidents to reports. We did have a death investigation and a number of follow ups for other activity. Call volume for July was slightly above average.

The parking kiosks brought in \$24,008.25 for the month of July 2022. In comparison to last year's revenue of \$23,696.95 for the same time period. Fiscal year to date (7/01/22 through 6/30/2023) kiosk revenue is \$24,008.25 (which does not include cash taken at office).

There were 323 parking citations that were issued for the month of July.

The speed feedback signs currently installed indicated approximately 30,801 vehicles southbound and 58,862 vehicles northbound on Highway 89A for the month of July.

I am still seeking a full-time police officer replacement.

Allen L. Muma, Chief of Police



JEROME POLICE DEPARTMENT

305 MAIN STREET

JEROME, AZ 86331

(928) 634-8992

Date : 08/05/2022

Page : 1

Agency : JPD

Calls For Service Totals By Call Type

07/04/2022 to 07/31/2022

Call Type		Totals
10-34	Motorist Assist	2
205	Trespass	3
240	Assault	1
247	Civil Problem	1
459A	Burglar Alarm	1
500	Welfare Check	1
647A	Suspicious Person	1
692	DUI	2
901H	Death Investigation	1
903	Follow-Up	23
908F	Found Property	8
908L	Lost or Stolen Property	4
918	Mentally Ill Person	1
961	Accident - No injuries	2
962	Accident - With Injuries	1
AA	Agency Assist	3
ACPD	Assist Clarkdale PD	8
ADPS	Assist DPS	3
AF	Assist Fire Department	1
AYCSO	Assist YCSO	7
BI	Background Investigation	6
CA	Citizen Assist	2
CO	Call Out	2
DRAL	Dogs Running at Large	2
ES	Escort Services	1
HAR	Harrassment	1
HUC	911 Hang Up Call	1
IE	Indecent Exposure	1
INFO	Information	2
ME	Medical Emergency	1
OA	Officer Assist	1
OT	Oversize Truck	3
PARK	Parking Complaint	4
PE	Parking Enforcement	26
PKM	Parking Kiosk Maintenance	2
PS	Civil Paper Service	1
REC	Reckless Driver	1
SC	Security Check	11



JEROME POLICE DEPARTMENT

305 MAIN STREET

JEROME, AZ 86331

(928) 634-8992

Date : **08/05/2022**

Page : **2**

Agency : **JPD**

Calls For Service Totals By Call Type

07/04/2022 to 07/31/2022

Call Type		Totals
SLC	Street Light Check	5
T/S	Traffic Stop	1
TCD	Traffic Control Duties	1
TO	Traffic Offense	4
TRN	Training	2
VM	Vehicle Maintenance	1
WAC	Wild Animal Call	1
Grand Total for all calls		157

Library Staff Report, July 2022

Library

- The Jerome Library has been awarded 24 STEAM kits with a value of \$3500 for in library programming on STEAM topics.

We were able to choose from a wide variety of subjects and chose science kits appropriate to Jerome kid's age levels.

This project is supported by the Arizona State Library, Archives and Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services.

- Reviewed the Yavapai Library Network Annual Statistics for fiscal Year 21/22.
- Reviewed the Holds expirations list.
- Prepared survey for the Summer Reading Program.
- Continued working with Library volunteer Carol Wittner on the Anne Bassett exhibit.
- Continued training new volunteers at the circulation desk.

Community Art Workshop

- Created kits for Art Classes
- Prepared and presented Intro to Broom-making Classes.
- Designed and created equipment for art classes.

Respectfully, Librarian, Kathleen Jarvis



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TOWN OF JEROME, ARIZONA

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 FAX (928) 634-0715 m.boland@jerome.az.gov

Celebrating Our 123rd Anniversary
1899 - 2022

JULY 2022 PUBLIC WORKS MONTHLY REPORT

NORMAL WEEKLY DUTIES

- TRASH: Monday, Wednesday, and Friday.
- PARKS: Clean parks, Weed whip, and Mow.
- RECYCLE: Pickup cardboard and glass Tuesdays and Thursdays and go to recycle on Thursdays.
- WATER: Read water meters on Thursdays.
- HURF: Clean curb and gutters, Weed whip
- SEWER: Repair lines.

OTHER PROJECTS

- Fix the cooler and the toilets at the CO-OP
- Sort through, load and haul off loads of scrap metal gathered through bulk item clean ups.
- Fix a water leak on First Ave. and Diaz St.
- Sewer behind the copper shop on Hampshire, new clean out on Gulch School, and sewer line on County Rd.
- New fuel pump for the F-250, and new air brake foot valve
- Trim hedges on Main Street, weed eat behind Town Hall and Sunshine hill tanks.
- Remove Graffiti throughout town.
- Burp the water tanks on Sunshine hill
- Grade Gulch Rd. and Dundee.
- Backfill hole on School St.



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Town of Jerome, Zoning Administrators Report

Town Council: Tuesday, Aug 09, 2022

Prepared by: William Blodgett, Zoning Administrator

Planning & Zoning Commission- Regular Meeting of July 19 2022

Recommend approval for a Conditional Use Permit to allow continued residential use for Heide Kaldor at 511 School Street. Tabled the application seeking reapproval for a garage remodel for Kelly Foy at 121 Third Street, to review additional information. Approved the application for exterior remodel at 225 Third Street for Rebekah Kennedy.

Design Review Board- Regular Meeting of July 26 2022

Recommended approval for exterior remodel at 225 Third Street, for Rebekah Kennedy. Approved replacement of Post Office wall sign at 110 Main Street for the Jerome Historical Society.

Board of Adjustment-

Nothing to report at this time.

Code Enforcement-

Nothing to report at this time.

Administrative Approvals-

Nothing to report at this time.

Other Business-

Currently finalizing the Zoning Administrator's interpretation of Short Term Rentals as they relate to our Zoning Ordinance and hope to release it soon. Also starting to shift back to the Design Review Guidelines, and picking back up with the Parking Inventory which I plan to begin ground-truthing shortly. Continued to research active issues such as Annexation and the microbrewery discharge problems and mitigation measures. Lastly I was out for a week with Covid, and so I am admittedly behind where I would like to be, but I believe I can be caught up on most of these issues by the next time we meet.



TOWN OF JEROME

Post Office Box 335, Jerome, Arizona 86331
(928) 634-7943

Zoning Administrator Analysis Planning & Zoning Commission Tuesday, July , 2022

Item :
Location: 511 School Street
Applicant/Owner: Heidi Kaldore
Zone: C-1
APN: 401-06-028
Prepared by: Will Blodgett, Zoning Administrator
Recommendation: Discussion/possible action

Background and Summary: The applicant is seeking approval for a Conditional Use Permit (CUP) to continue residential use of 511 School Street. The house was constructed in 2006 within the Commercial C-1 District. The Planning & Zoning Commission at the time discussed the property at length, regarding land use consideration, setbacks and parking. In the end, the Commission voted in favor of approval with the minutes from that meeting provided at the end of this document. The structure was approved for construction as a Residence, and has been a Residential use since its completion.

Purpose: It is the express purpose of this Ordinance that any use for which a Conditional Use Permit is required shall be permitted as a Principal Use in the particular zoning district, provided that all special conditions and requirements of this Ordinance are met. Therefore the action of the Commission shall be one of approval or denial based upon its judgement as to whether the specified conditions have been or will be met. In order to grant any use permit, the findings of the Commission must be that the establishment, maintenance, or operation of the use of building applied for will not be detrimental to the public health, safety, peace, convenience, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the town.

Property Standards: The Town of Jerome Zoning Ordinance in section 507.C.1 says that within the Commercial C-1 zone a Conditional use can be; *"Any "Permitted" or "Conditional" uses in the "R1-10", "R1-5" or "R-2" Zones."* This means that any of the Residential uses from those Zones is conditionally permitted within the C-1 zone.

ZA Response: Upon examination of the minutes of the regular meeting of the Town of Jerome Planning & Zoning Commission from May 3, 2006 you can see some of the reasoning behind the initial approval for Construction of the Residence, and it's initial delays. These issues were resolved to the satisfaction of the commission at that time, and has been in use as a Residence since. I recommend approval for the Conditional Use Permit to allow continuation of the Residential land use.

Application & Related Information



TOWN OF JEROME, ARIZONA

600 Clark Street, P.O. Box 335, Jerome, AZ 86331
(928) 634-7943

File #:

Town Use

General Land Use Application – Check all that apply

- | | | |
|---|--|--|
| <input type="checkbox"/> Site Plan Review \$300 | <input type="checkbox"/> Design Review \$25 to \$500 | <input checked="" type="checkbox"/> Conditional Use Permit (CUP) \$500 |
| <input type="checkbox"/> Demolition \$50/\$200 | <input type="checkbox"/> Signage/Awning \$50 | <input type="checkbox"/> Paint/Roofing \$25 |
| <input type="checkbox"/> Time Extension \$25 to \$200 | <input type="checkbox"/> Other: | <input type="checkbox"/> Other: |

Note: Refer to the corresponding Project Application Checklist/s for additional submittal requirements.

Applicant: <u>Heide R Kaldor</u>	Owner: <u>Heide R Kaldor</u>
Applicant mailing address: <u>475 JACKS CANYON RD, SUITE 231, SEDONA AZ 86351</u>	Property owner mailing address: <u>475 JACKS CANYON RD, STE 231, SEDONA AZ 86351</u>
Applicant role/title: <u>Owner</u>	
Applicant phone: <u>602-900-7272</u>	Owner phone: <u>602 900-7272</u>
Applicant email: <u>same</u>	Owner email: <u>Jerome.copper.mountain@gmail.com</u>
Project address: <u>511 School St</u>	Parcel number: <u>401-06-028</u>
Describe project: <u>Jerome town application for continuing use - CUP. FOR RESIDENTIAL USE.</u>	

- I understand that review by the Jerome Design Review Board, Planning and Zoning Commission, and Town Council is discretionary.
- I understand that the application fee is due at submission and review will not be scheduled until fee is paid to the Town.
- I understand review criteria are used in evaluation by the Jerome Design Review Board and/or Planning and Zoning Commission. These criteria are included in the Jerome Zoning Ordinance.
- I understand that this application will not be scheduled for consideration until all required materials have been submitted and the application is determined to be complete.

Applicant Signature: Heide R Kaldor Date: 5-31-2022

Property Owner Signature: Heide R Kaldor Date: 5-31-2022

For Town Use Only	
Received from: <u>Heide / Jerome Copper Mtn</u>	Date: <u>6/15/2022</u>
Received the sum of \$ <u>500.00</u> as: <input checked="" type="checkbox"/> Check No. <u>140</u>	<input type="checkbox"/> Cash <input type="checkbox"/> Credit Card
By: <u>K.M.</u>	For: <u>C.U.P. application</u>
Tentative Meeting Date/s - DRB: _____	P&Z: <u>July</u>



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MEETING OF THE JEROME PLANNING & ZONING COMMISSION

DATE: May 3, 2006 TIME: 7:00 P.M.

MINUTES

ITEM 1: CALL TO ORDER/ROLL CALL

7:03 p.m.

Roll Call: Louis Galuzzi (came in at 7:06), Steve Hopkins, Tony Longhurst, Gil Robinson,

ITEM 2: APPROVAL OF MINUTES - April 5, 2006 and March 5, 2006

March 5th minutes

Tony - suggestion the first three lines to be eliminated

Steve - I make a motion to approve with the first three lines to be eliminated.

Gil - second the motion

Vote 4 - 0; passes unanimously

April 5th minutes

Tony - Appeal from School Street should be put into the minutes, please note specifics. I want to correct typos.

Louis - I make a motion to approve with corrections.

Steve - Second the motion

Vote 4 - 0; passes unanimously

ITEM 3: PETITIONS FROM THE PUBLIC - Please complete a request form with your name and subject and submit to the Chair. When recognized by the Chair, please come to the microphone, please state your name and observe the three-minute time limit per speaker.

School street petition in the packet.

ITEM 4: ZONING ADMINISTRATOR'S REPORT

My condolences to Jennifer McDonald, Myles wife. I left his name plate up for today's meeting.

I put in my resignation letter.

Tony - Myles was a very effective leader on this board.

ITEM 5: ROBERT DEBELLA AND LYNNIE RAICHERT - SCHOOL STREET - 401-06-028

7:12 p.m.

The Lawyer will be in attendance at this meeting to help with this issue.

Bob – I am the owner of the school street application for the approval of the conditional use permit. Asking for a residential on this C-1 site. I did not understand some things and invited back and wanted to make progress on this.

There is resistance on this project, but they won't ever like me doing anything here and want to use my land just like everyone else here has been entitled here.

Tony – I believe we had asked for engineering's report.

David – Are their general questions, or is it specifically to the engineering

Tony – There are questions on porch cantilever and the parking issue.

David – concern on parking space?

Tony – vehicles turning around in the parking lot

David – and the cantilever?

Tony – cantilever over the sidewalk.

David – You are the commission, what I don't want to do is not to tell you what to do, the issues that were brought to my attention break it down into categories, generally what the legal authority? Legal authority whether or not that use is compatible and permissible to the neighborhood. General welfare of the people, the use is the scope of the purview.

Recommend caution, if you begin to require engineering studies and building permit, it becomes a problem and you are placing conditions. You can put reasonable conditions on this use, if you are concerned of the building structure sound of the building, this is beyond their scope. This is the purview of the Building Inspector. If the commission wants to condition on an engineering approval outside the scope of the use, and I think that is a problem.

An appeal happens along with an exposure of legal suit.

I believe this use is compatible, the site plans don't violate the code, or move beyond that, we are interested in the engineering and building code issues it becomes dangerous to the commission.

There is nothing wrong, your use is compliant, your use is compatible, and you can put a general condition, like you have to possibly Parking issue, clearly we have a parking requirement and that is for parking space, what happens if they back out or make a turn around, if our code is silent how the car gets out, then we can't do anything.

Tony – actually we do,

Rence – no you don't – the code says residential building use v commercial building use.

Gil – Page 87, residential uses allows for backing out on the you can tandem etc, but if commercial you have to be very specific. Parking is very adequate at this point.

Bob – I abide by the setback,

Tony – What about the code?

Renee – I got nailed by a lawyer and cannot enforce that part of the code, specifically how certain areas of our parking and definitions are put together.

Louis – We are picking and choosing a lot. We need to decide commercial or residential.

Tony – we have made rulings based on the zone dictates all, sympathetic to the parking issue that it is too stringent. I just want rationale.

Louis – if something were there, it would be easier, but this is a new project. They want 500 square feet along with other issues and picking and choosing and taking advantage of square foot and minimum square footage, we cannot have a. Let's be careful, one or the other.

David – you hit the nail on the head on what the issue is here, we are talking about a issue, we are looking at zone, what happens when conditional use is permitted.

Louis – We need to rectify the ordinance, we can put reasonable conditions. Reasonable is for building the residence. Not mix kinda commercial, we give it a conditional permit for the parking. At that point, myself as a member of this board, the kit and kabbodle.

David – You can't go to the commercial, it is a conditional use on a commercial lot and the inclination, and you stick with commercial versus residential. That the impact is greater and the lot is effected greater.

Louis – This concerns me on legal issues and we can deny this application.

David – I am not here to try brow beat and arm twist, every board commission works within a scope of work. What I am going to tell you, going back to the basis of this, originally commercial, conditional use permit in use only. How does that fit in with our kid and neighborhood.

Tony – I think if anything, lack of engineering we already seen on paper he is in compliance. It's conditional on compliance of the UBC and town code.

David – I know there are concerned citizens, the understanding is, there will always be issues, this is the first hurdle they need to get past, that is a big problem, if the commission looks at, if he meets it, we still has 4 to 5 more steps to get past. I think from where we started this application, this is where we should be moving, the commission is supposed to get the applicant to the next levels.

Tony – this issue was laid, I think we need approval of the UBC.

Gil – I have given it a lot of thought, it's redundant, he is going to have to comply with the building code, I am concerned about the overhang, I want to get back to this issue about our ordinance, this is a commercial zone lot, you have to abide by parking lots. It's pretty much a slam dunk to go to a lesser use, and it is an option. Ordinance is clear, I would hate to end up in court to go against our own zoning ordinance, if it is a residential use you can back out.

David – This discussion is clearly within the discretion of the commission. Final comments if there is a decision to deny it tonight? Ask to put a denial and reasoning, accepted... not detrimental and meets with local surroundings. Put general language of contingency. Just want a clear motion and contingency if you want.

Doree Christensen – wasn't it conditional on both UBC 1991 and engineer's report and also design review.

Tony – This is unfortunately a separate use.

Doree- this is very confusing

Tony – there are many hurdles, this is a different board than the DRB.

Doree – If a building is accepted, doesn't that make the design also.

David – The only thing here being discussed is the use, safety, engineering, design is not a purview of this board. Think of it like a car, factory, different parts of the assembly and we are at the beginning.

Doree – Does the use go with the lot?

David – use goes with the lot as long as the building goes through the hoops.

Tony – DRB and wall is a different issue.

Doree - If you have a conditional use for this building, it's for the lot. Beside the building code, what about the setbacks.

Tony – We already past the building part of the issue.

Louis – It is a gray area, I have made this all we were approving was a commercial building and that is, we can put conditions on this. Doree you have been very vocal, I wonder if you and Bob can work it out and be neighbors can come up with this and we will pass this?

Tony – We are beyond this?

Louis – I want a final wording from that camp on conditions.

Lee- basically the letter and was not read into the minutes and refers to section 302.b., ... etc. Public health. (Reading letter)

Tony – I need to interrupt you, you consider it on the zoning that it is in, and the commercial zone has come into play.

Lee – the commissioners have the power to make conditions, no matter what the conditions are.

Bob – I am allowed to put 0 lot line if I want.

Lee – This is very damaging.

Tony – Our ruling was already done, the adequacy

Gil – motion to approve residential use according to page 73 and parking is in compliance.

Louis – request a condition driveway be on the north side.

Tony – I don't agree. It hurts the neighborhood as a whole.

Gil – Topo map says that it just would not work.

Steve – second the motion

Vote 3-1; Louis Galuzzi descended.

Louis – I am not comfortable on approving this conditional use permit.

Doree – I need clarification on this issue, I need to understand the overhang.

Tony – That is a UBC 1991 issue.



TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA (928) 634-7943

DRAFT MINUTES

Regular Meeting of the Planning and Zoning Commission

Tuesday, July 19, 2022, 6:00 pm

Jerome Civic Center, 600 Clark Street, Jerome Arizona, 86331

6:11 (0:11) Item 1: Call to order

Vice Chair Lance Schall called the meeting to order at 6:11 p.m.

Deputy Town Clerk Kristen Muenz called the meeting to order. Vice Chair Schall, Commissioner Jera Peterson, and Commissioner Chuck Romberger were present. Chair Jeanie Ready and Commissioner Lori Riley were absent. Also present was Zoning Administrator Will Blodgett.

Vice Chair Schall lead the meeting in the absence of Chair Schall. He asked that the record show there were three members present, which is a quorum, and he reminded the other commissioners that every decision would need to be unanimously approved to pass.

6:11 (1:08) Item 2: Petitions from the public – There were no petitions from the public.

Possible Direction to Staff

6:12 (1:29) Item 3: Approval of Minutes – Regular meeting of April 19, 2022

Vice Chair Schall asked if there were any corrections or issues with the minutes.

Commissioner Romberger said that he was absent from the April 19, 2022, meeting, so he could not vote to approve the minutes.

Without a unanimous vote, Vice Chair Schall asked Mr. Blodgett to table the approval of the minutes to the next meeting.

Motion to approve the minutes of the regular meeting of April 19, 2022

Commissioner	Moved	Second	Aye	Nay	Absent	Abstain
Peterson	X		X			
Ready					X	
Riley					X	
Romberger						X
Schall		X	X			

Old (continued) Business: none

New Business:

Item 4: Conditional Use Permit (CUP) for continued Residential use in the C-1 District

Applicant/Owner: Heide Kaldor

Zone: C-1

Address: 511 School Street

APN: 401-06-028

Applicant is seeking a conditional use permit to continue Residential use within the C-1 zone.

Discussion/Possible Action

Vice Chair Schall asked if the commission had already approved a CUP for this property some time ago.

Mr. Blodgett explained that a CUP was approved originally with the construction of the property. Initially, the conditional use permit was to run with the property, but that ordinance had changed. The applicant was unaware that she needed to have a CUP that applied directly to herself.

Mr. Schall commented that he was not aware that we had changed that ordinance either.

Mr. Blodgett said it is a technicality, as the applicant thought the property had a CUP. She is asking for continued use as Residential in the C-1 zone. The building itself was built as residential property in the commercial zone but needs the CUP to continue to operate as such.

Mr. Schall asked if there was record of any complaints from the neighborhood.

Mr. Blodgett replied that he had no valid reasons to discontinue residential use on record.

Mr. Schall asked if the other commissioners had any problems.

Commissioner Peterson said there seemed to be no adverse effects on public health, safety, or general welfare.

Mr. Romberger said he agreed, it seemed to be a good, continued use.

Motion to approve the conditional use permit for continued residential use in the C-1 district at 511 School Street

Commissioner	Moved	Second	Aye	Nay	Absent	Abstain
Peterson			X			
Ready					X	
Riley					X	
Romberger		X	X			
Schall	X		X			

6:17 (6:20) Item 5: Seeking reapproval for Garage Remodel

Applicant/Owner: Kelly Foy

Zone: R1-5

Address: 121 Third Street

APN: 401-08-040

Applicant is seeking reapproval to remodel their Garage on 121 Third Street.

Discussion/Possible Action

Mr. Blodgett requested the commission table the issue for another month so that he could continue to explore other data that has come to light since he wrote his report.

Mr. Schall said it is traditional P&Z maneuver to table an issue if we don't have a complete packet. We don't want to corner an applicant with something that is not going to work for them if there is additional information to be collected. He asked Mr. Blodgett if he would have his report ready for the next month.

Mr. Blodgett replied that he would.

Motion to table the reapproval for Garage Remodel to the August 16, 2022, meeting

Commissioner	Moved	Second	Aye	Nay	Absent	Abstain
Peterson		X	X			
Ready					X	
Riley					X	
Romberger			X			
Schall	X		X			

6:19 (8:46) Item 6: Seeking Approval for exterior remodel (Door, Windows, and Siding)

Applicant/Owner: Rebekah Kennedy

Zone: R1-5

Address: 225 Third Street

APN: 401-07-027

Applicant is seeking approval to change the door, windows, and siding to their home at 225 Third Street.

Discussion/Possible Action

Mr. Blodgett read his report, explaining the replacements the applicant wished to make to windows, door, and siding. Mr. Blodgett said that, while most of the changes belong to Design Review, the Zoning Ordinance does require that alterations to an existing building come before P&Z before it goes to DRB. This is not changing its location or use, but the applicant is changing the number of windows on the front of the building, which is considered an alteration.

Mr. Schall thanked Mr. Blodgett for the clarification, because he did look at it as mostly a Design Review approval except for a little bit of framing.

Ms. Peterson asked if it was going from 3 windows to 1 window on the front and 1 on each side.

The applicant, Rebekah Kennedy, replied that right now there are single pane, double hung windows, the type you might see on a mobile home, to enclose the porch. She would like to replace them with 4 windows rather than the 27 panes of glass that are there now.

Ms. Peterson commented that it makes sense, it is basically a wall of windows going down to 2 on the front and 2 on either side.

Ms. Kennedy clarified that it will be 2 windows on the front and 1 on each side, 4 in total.

Ms. Peterson asked Mr. Blodgett if, as Planning and Zoning Commission, we are looking at the footprint to make sure it hasn't changed.

Mr. Blodgett responded that our primary consideration was to look at the placement on the lot, location, and the intended use.

Mr. Schall said we know that hasn't changed, the only thing that has changed is some of the structure around the windows and there will be a building permit for that to make sure it is done well.

Ms. Peterson commented that it is basically changing from an enclosed porch to a room.

Ms. Kennedy replied that it is already a room, it was just done poorly, and we would like to do it right.

Mr. Schall said that he understands this because he has a room like it with the same windows.

Ms. Peterson said that she does not have an issue with this and moved to approve the remodel.

Motion to approve the exterior remodel (door, windows, and siding)

Commissioner	Moved	Second	Aye	Nay	Absent	Abstain
Peterson	X		X			
Ready					X	
Riley					X	
Romberger		X	X			
Schall			X			

Meeting Updates:

6:24 (13:53) Item 7: Updates of recent and upcoming meetings

- **July 18 BOA meeting** – Update pending meeting at time of this writing.
- **June 28 DRB meeting** – Approved aesthetic changes (paint and awning) for the Sullivan Apartment building and approved a request to change the exterior paint color for 141 North Drive.
- **June 14 Council meeting** – First reading of Ordinance 483 (Amending traffic code), approved two intergovernmental agreements (1 for drainage improvements, 1 for Center Ave. improvements) and approved an agreement with Verde

Exploration regarding use of town water.

Mr. Blodgett gave updates on recent and upcoming meetings.

Item 8: Potential items for August's Planning & Zoning meeting, Tuesday Aug. 16 – Nothing Planned

Mr. Schall said that they will be discussing the tabled items from this meeting: the approval of the April 19, 2022, minutes and the Foy project at 121 Third street, at the next meeting.

Item 9: Adjourn

Motion to adjourn at 6:26 p.m.

Commissioner	Moved	Second	Aye	Nay	Absent	Abstain
Peterson	X		X			
Ready					X	
Riley					X	
Romberger		X	X			
Schall			X			

Approved: _____ Date: _____
Jeanie Ready, Planning & Zoning Commission Chair

Attest: _____ Date: _____
Kristen Muenz, Deputy Town Clerk



TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA (928) 634-7943

Regular Meeting of the Town of Jerome

DESIGN REVIEW BOARD

Tuesday, July 26, 2022, 6:00 pm

600 Clark Street

DRAFT MINUTES

6:00 p.m. (0:01) Item 1: Call to order

Chair Brice Wood called the meeting to order at 6:00 p.m.

Present were Chair Wood, Vice Chair Tyler Christensen, and Board Members John McDonald, Mimi Romberger, and Carol Wittner.

Staff members present included Zoning Administrator Will Blodgett and Deputy Town Clerk Kristen Muenz.

6:00 (0:44) Item 2: Petitions from the public – There were no petitions from the public.

Possible Direction to Staff

6:01 (0:53) Item 3: Approval of Minutes: Minutes from the regular meeting of Tuesday, June 28, 2022.

Discussion/Possible Action

Motion to approve the minutes of the regular meeting of June 28, 2022

BOARD MEMBER	MOTION	SECOND	AYE		NAY	ABSENT	ABSTAIN
CHRISTENSEN			X				
MCDONALD	X		X				
ROMBERGER		X	X				
WITTNER			X				
WOOD			X				

Continued Items/Old Business:

No Items

New Business:

6:01 (1:48) Item 4: Seeking Approval for exterior remodel (Door, Windows and Siding)

Applicant/Owner: Rebekah Kennedy

Zone: R1-5

Address: 225 Third Street

APN: 401-07-027

Applicant is seeking approval to change the door, windows and siding to their home at 225 Third Street.

Discussion/Possible Action

Mr. Blodgett read his report on the proposed remodel of 225 Third Street. The major changes would be to replace the windows on the front façade of the house and replace the small door with a standard sized door. The applicant also wishes to replace rotten siding with new siding but in the same color.

Mr. Wood asked if there was a physical sample of the siding and Mr. Blodgett responded that it had not been ordered yet.

Mr. Christensen asked if the siding was generic concrete-back board.

Mr. Blodgett confirmed that it would be Hardie Plank woodgrain fiber-cement lap siding.

Ms. Wittner said that she has seen that type of siding, it is very good and she would like to have it on her house rather than wood that will rot.

Mr. Wood said that he would like to see a physical sample because the vertical size of the siding will change from quite narrow to a more generic size, but he can accept that kind of change as it is how the material is made.

(4:46) Referring to his report, Mr. Blodgett the planks would be about 8.25" thick.

Ms. Wittner said that when she had her house resided, she had to go to a wider board because they don't make the narrow type anymore. It would have to be specially milled to match the old style, and that would be costly. She also said that no one noticed the difference as it looks good.

Mr. Wood said he was impressed with the replacement and believes it will look just like the siding when painted.

Mr. Christensen said the application was well presented; the only thing he would like to see added for future packets is photo examples of other homes in the neighborhood.

Mr. Blodgett said that he had looked at other houses around the address and, to his mind, the plan matches the aesthetic of neighborhood.

Mr. Christensen said that he agreed with Mr. Blodgett, but for the records, if we look back, it is good to hit those marks.

Mr. Blodgett replied that he will endeavor to do that in the future.

Motion to approve exterior remodel (Door, Windows, and Siding) for 225 Third Street

BOARD MEMBER	MOTION	SECOND	AYE		NAY	ABSENT	ABSTAIN
CHRISTENSEN			X				
MCDONALD			X				
ROMBERGER			X				
WITTNER		X	X				
WOOD	X		X				

6:07 (7:36) Item 5: Seeking Approval for new Post Office sign

Applicant/Owner: Jay Kinsella, Jerome Historical Society

Zone: C-1

Address: 110 Main Street

APN: 401-06-008

Applicant is seeking approval to replace the aging wall sign in front of the Post Office.

Discussion/Possible Action

Jay Kinsella, representing the Jerome Historical Society, explained the proposal for a new sign. He said recently, the board had given J.H.S. approval to repaint the building [at 110 Main St.]. Once the building was repainted, they realized that the sign looked worse. Mr. Kinsella recounted a brief history of the sign, which was originally put up in 1972. The Society wish for the size, design, font, and border of the new sign to remain the same as the old one, but they wish to add an accent. Everything on the old sign had cream and brown, both letters and script; they would like to accent it with copper. They wish to make the Post Service Insignia the correct colors, in red, white, and blue. Other than that, the new sign will stay the same, with the addition of the accent in copper and insignia colors. The new sign will be made of metal for longevity, and the choices in finish are gloss or satin. The Society prefers a satin finish because the building does receive a good deal of sunlight in the afternoon.

(13:43) Mr. Wood thanked Mr. Kinsella for the history of the sign.

Mr. Kinsella also wished to note that the Society's Mine Museum has a small display of Post Office memorability, and the old sign will get an accession number and become part of the J.H.S. archives for everyone to look at.

Mr. Wood thanked Mr. Kinsella for a good presentation. He said he liked the old sign for its nostalgia and funk but it is time for a new sign.

Ms. Romberger said that she is glad the old sign is being put in the museum.

Mr. Kinsella replied that it would have to be disintegrated before we debate it going. It's lived its life in the elements, now it will continue to live.

Mr. McDonald said that he would like to abstain from the vote as an employee of Jerome Historical Society.

Mr. Kinsella mentioned that the timeline would be late August into September for transfer of the signs.

Motion to approve new Post Office sign for 110 Main Street

BOARD MEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
CHRISTENSEN			X			
MCDONALD						X
ROMBERGER	X		X			
WITTNER		X	X			
WOOD			X			

Meeting Updates:**6:16 (16:47) Item 6: Updates of recent and upcoming meetings**

- July 28 P&Z meeting – To be updated
- July 12 Council meeting – Approved tentative budget for 2022-23 with minor changes, 2nd reading and possible adoption of Ordinance no. 483 (amending the traffic code).

Mr. Blodgett read updates from recent and upcoming meetings.

6:17 (17:49) Item 7: Future DRB Agenda Items for Tuesday, August 23, 2022: Nothing currently scheduled

Ms. Wittner said she may be traveling and asked if the upcoming DRB meeting for August 23rd could be held via Zoom.

There was some discussion about holding the August meeting fully via Zoom or in a hybrid format and it was decided that via Zoom is the most effective way to hold the meeting.

Mr. Christensen offered to chair the Zoom meeting for Mr. Wood if he would prefer and Mr. Wood agreed.

Item 8: Adjourn**Motion to adjourn at 6:20 p.m.**

BOARD MEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
CHRISTENSEN	X		X			
MCDONALD		X	X			
ROMBERGER			X			
WITTNER			X			
WOOD			X			

Approved: _____ Date: _____

Brice Wood, Design Review Board Chair

Attest: _____ Date: _____

Kristen Muenz, Deputy Town Clerk



TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943
www.jerome.az.gov

DRAFT MINUTES

REGULAR MEETING OF THE JEROME TOWN COUNCIL COUNCIL CHAMBERS, JEROME TOWN HALL 600 CLARK STREET, JEROME, ARIZONA TUESDAY, JULY 12, 2022, AT 7:00 P.M.

<div>ITEM #1: 7:00 (0:00)</div>	<div>CALL TO ORDER/ROLL CALL</div> <div>Mayor/Chairperson to call meeting to order. Mayor Jack Dillenberg called the meeting to order at 7:00 p.m.</div> <div>Town Clerk to call and record the roll. Town Manager/Clerk Brett Klein called the roll. Present were Mayor Jack Dillenberg, Vice Mayor Alex Barber, and Councilmembers Sage Harvey and Jane Moore.</div> <div>Staff present included Brett Klein, former Town Manager/Clerk Candace Gallagher, Finance Manager Melanie Atkin, Zoning Administrator Will Blodgett, Deputy Town Clerk Kristen Muenz, and Police Officer Kerry Lee.</div>																																			
<div>ITEM #2: 7:00 (0:50)</div>	<div>FINANCIAL REPORTS</div> <div>Financial reports for June 2022</div> <div>Councilmember Harvey asked why the amount listed for trash accounts was in the negative.</div> <div>Finance Manager Melanie Atkin explained that a commercial accountholder had asked for the temporary Covid Pandemic relief offered by the Town after they had already paid the full utility rate for months while closed. The town had issued a refund for the difference, which is reflected in the totals.</div> <div>Regarding parking revenue, Ms. Harvey commented the revenue was nearly \$100,000 more than budgeted. She also inquired about the credit card processing fees.</div> <div>Ms. Atkin said that we raised the budgeted amount for the coming fiscal year because, initially, we did not know how much revenue to expect, and the amount of revenue affected the credit card processing fees.</div> <div>Ms. Harvey asked for an update on the \$1,000 paid to Friends of Jerome, and the “Do Not Enter” signs for 2nd and 5th Streets. In response, Dr. Dillenberg said the money paid to Friends of Jerome was used to set it up and pay Federal fees.</div> <div>Ms. Harvey thanked Dr. Dillenberg and said she was looking forward to more updates. She then asked if Public Works Director, Marty Boland, can be asked for an update on the signs because tourists going the wrong way on the numbered streets have made gouges in road.</div> <div>Motion to approve June 2022 Financial Reports</div> <table><tr><th>COUNCILMEMBER</th><th>MOTION</th><th>SECOND</th><th>AYE</th><th>NAY</th><th>ABSENT</th><th>ABSTAIN</th></tr><tr><td>BARBER</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>DILLENBERG</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>HARVEY</td><td>X</td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>MOORE</td><td></td><td>X</td><td>X</td><td></td><td></td><td></td></tr></table>	COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN	BARBER			X				DILLENBERG			X				HARVEY	X		X				MOORE		X	X			
COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN																														
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MOORE		X	X																																	
<div>ITEM #3: 7:21 (20:17)</div>	<div>STAFF AND COUNCIL REPORTS</div> <div>Reports by the Town Manager/Clerk, Deputy Town Clerk, Utilities Clerk, Accounting Clerk, Public Works Department, Building Inspector, Library, Municipal Court, Police Chief, Fire Chief, and Council members.</div> <div>Dr. Dillenberg asked Mr. Klein if he would read the staff report, and Mr. Klein said the Ms. Gallagher will be reading them for the last time.</div> <div>Ms. Gallagher welcomed new Town Manager/Clerk Brett Klein and said he has been a pleasure to work with so far. Ms. Gallagher began her report and congratulated Chief Muma on 23 years of service, and Officer Kerry Lee on 8 years of service. Dr. Dillenberg thanked Officer Lee and told him they are an incredible team.</div> <div>Officer Lee said that is due to the Chief.</div> <div>Ms. Gallagher continued her report, saying that tax revenues have been great again, with June slightly above what was budgeted, and the water flows are okay.</div> <div>Vice Mayor Barber asked to point out that she met with Senator Sinema’s staff with a page worth of items to discuss, and Sinema’s staff had said they would go to bat for the town.</div> <div>Dr. Dillenberg said, “you did great,” and thanked Ms. Barber for taking the lead at the meeting.</div> <div>Motion to accept June 2022 Staff and Council Reports</div> <table><tr><th>COUNCILMEMBER</th><th>MOTION</th><th>SECOND</th><th>AYE</th><th>NAY</th><th>ABSENT</th><th>ABSTAIN</th></tr><tr><td>BARBER</td><td>X</td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>DILLENBERG</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>HARVEY</td><td></td><td>X</td><td>X</td><td></td><td></td><td></td></tr><tr><td>MOORE</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr></table>	COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN	BARBER	X		X				DILLENBERG			X				HARVEY		X	X				MOORE			X			
COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN																														
BARBER	X		X																																	
DILLENBERG			X																																	
HARVEY		X	X																																	
MOORE			X																																	

ITEM #4: 7:25 (24:11)	ZONING ADMINISTRATOR'S REPORT/PLANNING & ZONING AND DESIGN REVIEW BOARD MINUTES Minutes are provided for the information of Council and do not require action. Zoning Administrator Will Blodgett read his report. He highlighted the Design Review Board's meeting, which included approvals with suggestions. Mr. Blodgett said there were no administrative approvals to report but he had been working on other items, such as STR recommendations, the Design Review Guidelines, and research on microbreweries.																																			
ITEM #5: 7:28 (27:26)	APPROVAL OF MINUTES May 31 special meeting; June 13 special meeting; June 14 regular meeting; June 27 special meeting <u>Motion to approve the May 31, 2022, June 13, 2022, and June 27, 2022 special Council meeting minutes and the June 14, 2022 regular Council meeting minutes</u> <table><tr><td>COUNCILMEMBER</td><td>MOTION</td><td>SECOND</td><td>AYE</td><td>NAY</td><td>ABSENT</td><td>ABSTAIN</td></tr><tr><td>BARBER</td><td></td><td>X</td><td>X</td><td></td><td></td><td></td></tr><tr><td>DILLENBERG</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>HARVEY</td><td>X</td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>MOORE</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr></table>	COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN	BARBER		X	X				DILLENBERG			X				HARVEY	X		X				MOORE			X			
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DILLENBERG			X																																	
HARVEY	X		X																																	
MOORE			X																																	
ITEM #6: 7:28 (27:54)	PETITIONS FROM THE PUBLIC There were no petitions from the public.																																			
ITEM #7: 7:08 (7:43)	2022-23 BUDGET ITEM #7A: APPROVAL OF TENTATIVE BUDGET FOR 2022-23 Council will review and may approve a tentative budget for the Town of Jerome for the fiscal year ending June 30, 2023. If approved, the public hearing on the budget and tax levy and final adoption of the budget would take place at a special meeting to be held on July 25, 2022. Dr. Dillenberg invited members of public, who may have questions or concerns, the opportunity to speak because he felt it was important to have full disclosure of the fiscal year 2022-2023 budget. (8:14) Member of the public, Laura Smith said people don't understand the funds transfers, which they didn't see until the parking came about. She said Ms. Gallagher said it's put into the budget at the beginning of the year, whether there is money there or not, which she doesn't understand, and asked when it is reconciled. Finance Manager Melanie Atkin explained that transfers are made every month. The parking revenue is transferred to different departments to support infrastructure, Water, Sewer, the Police Department and Streets, and every month the parking revenue is more than the expenses. Dr. Dillenberg commented that the revenue was more than they expected. Ms. Smith commented that it seemed as if Councilmember Moore did not understand the transfers in a conversation on an online social media forum. Ms. Moore replied that she did understand, and had asked for clarification because it had come up as public comment. She felt it was unclear to the public how much expense was related to the parking kiosks, and how much money was being made beyond those expenses. Ms. Smith said that her other question was why the credit card fees were so high. Ms. Harvey replied that the credit processors charge based on the dollar amount, so the more money that is made, the more fees that are charged. Ms. Atkin explained that every processing company is different, depending on what is in the contract. Ms. Smith suggested they find a processor who charges 3 percent. (11:52) Ms. Barber said she would like to make a statement regarding the transfers from parking to public safety and infrastructure. She said that council had decided to use the funds for infrastructure before we started using the parking system. Instead of increasing taxes for the 416 residents, we ask some of the 1.5 million tourists who visit to pay to park. This pays to repair the roads that are being degraded by the heavy traffic, helps the community, and boosts the economy. She said while tourism is not bad because the town relies on it, it can seem a little much for the residents. She asked for the public to participate in council meetings to be more informed. There was some discussion on using social media forums to discuss matters and Councilmember Moore suggested that we concentrate on the budget as it was the current agenda item. Dr. Dillenberg thanked Ms. Smith for her comments. He said that we hadn't anticipated that parking would generate so much revenue, which was positive, and it has really helped with infrastructure resources. Also, Chief Muma has said he is working on upgrades to the systems to make them more efficient and profitable. Ms. Moore said that she also appreciated Ms. Smith asking questions because she wants the budget to be transparent and clear. Ms. Harvey agreed that it is helpful if people ask questions and attend meetings; there are reasons why things are done and facts to explain everything we do. Dr. Dillenberg asked if there were any comments on the budget. Ms. Harvey commented that every other department has had their fuel budget almost doubled, but the large sanitation truck had not, so she thinks it should be increased. Ms. Atkin asked what the budgeted number was. 7:17 (17:18) Ms. Harvey referred to the prior year's sanitation budget and said they are \$522 over the budgeted \$6,500, so she thinks they should be somewhere between \$10,000 to \$12,000. Ms. Moore agreed that it should be increased. Ms. Harvey said she would feel comfortable with an increase to \$10,500 for fuel.																																			

Ms. Gallagher asked for clarification if they were voting to approve the tentative budget with the modification of the sanitation fuel budget and Dr. Dillenberg confirmed that they were.

Motion to approve the Tentative Budget for 2022-2023 with minor modification

COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
BARBER			X			
DILLENBERG			X			
HARVEY	X		X			
MOORE		X	X			

ITEM #8:

ORDINANCES AND RESOLUTIONS

7:28 (28:04)

ITEM #8A: SECOND READING AND POSSIBLE ADOPTION – ORDINANCE NO. 483, AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JEROME, YAVAPAI COUNTY, ARIZONA, AMENDING ARTICLE 12-1, “TRAFFIC CODE,” OF THE JEROME TOWN CODE

Council may conduct the second reading of, and may adopt, Ordinance No. 483.

Dr. Dillenberg read Ordinance No. 483 in title only.

Motion to adopt Ordinance No. 483

COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
BARBER		X	X			
DILLENBERG			X			
HARVEY	X		X			
MOORE			X			

7:29 (28:53)

ITEM #8B: RESOLUTION NO. 642, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JEROME, ARIZONA, RELATING TO REPRODUCTIVE HEALTH CARE; DECLARING MAYOR AND COUNCIL’S OPPOSITION TO THE U.S. SUPREME COURT’S OVERTURNING OF ROE V. WADE; DENOUNCING SENATE BILL 1164 AND OTHER PROVISIONS OF ARIZONA LAW CRIMINALIZING ABORTION; AND SUPPORTING THE CONSTITUTIONAL RIGHTS OF PREGNANT PERSONS INCLUDING THEIR ACCESS TO REPRODUCTIVE HEALTH CARE AND ABORTIONS

Council may approve Resolution No. 642.

Dr. Dillenberg read Resolution No. 642 in title only and asked if there was any discussion.

Ms. Barber asked to speak and said the overturn of Roe v. Wade is not just about abortion, it is also about contraception. Referencing A.R.S. 13-3603 through 13-3605, she said the only exception is if a procedure is necessary to save a life. There is no incest exemption and violations could bring two to five years in prison. “To stand up for the women in our state, this is something we must do.”

Ms. Moore said that section 4 mentions a person by name, Police Chief Allen Muma, and asked if he was okay with that. Ms. Gallagher confirmed that he was.

Ms. Barber said that the resolution had been reviewed by the Police Chief and legal. She explained that the document had been put together by Regina Romero of Tucson and, while our situation was different because we do not have clinics, it had been altered slightly to fit Jerome.

Dr. Dillenberg said he feels the Resolution is an important step because we are already seeing the impact of the overturn across the country.

Motion to adopt Resolution No. 642

COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
BARBER	X		X			
DILLENBERG			X			
HARVEY		X	X			
MOORE			X			

ITEM #9:

UNFINISHED BUSINESS

7:32 (31:55)

ITEM #9A: ANNEXATION

Council will continue discussing the process of annexation and consider whether to begin that process and for which areas.

Dr. Dillenberg said the topic will be an ongoing discussion and involve various collaborations. He feels it will benefit the town but take some time, and he appreciates that the topic was raised because it may allow Jerome the opportunity to improve and grow.

Ms. Moore said that, somewhere between 2004 and 2007, we had talked about annexation and had drawn up a map of the area we were considering.

Dr. Dillenberg said there may also be new properties that we might want to include.

Ms. Barber asked if Ms. Moore wanted to revisit the original map.

Ms. Moore replied that we may want to start with that map, and perhaps go from there. We would definitely want to include the built-up areas and sewer treatment plant, but may or may not want to go as far down the hill. She asked if someone could find that map.

Ms. Barber mentioned that there was an opponent the last time they discussed annexation, and her major point was that a whole road located in the area was owned by the county; we would be taking on ownership and maintenance of the road.

Ms. Harvey said the county currently does improvements to half of the road.

Ms. Barber said she would like to think about preservation of open space and creating a buffer zone to prevent becoming a suburb of Clarkdale. She would also like to have the National Historic Park, that people already think is incorporated into the town, a part of the Town of Jerome.

	<p>(35:25) Ms. Moore said we will see who the largest property owners are, because they are the ones we will need to talk to, and Ms. Barber added they are also the ones with the largest stake.</p> <p>Ms. Harvey said we need to consider that when we decide to annex, we will have to provide utilities, infrastructure, and roads, so we must be careful not to take on too much.</p> <p>Dr. Dillenberg suggested trying to locate that map and continue the discussion.</p>																																										
7:37 (36:14)	<p>ITEM #9B: MICROBREWERY REGULATIONS</p> <p>Council will continue discussions regarding regulations for microbreweries and may direct staff regarding preparation of an ordinance to amend the Jerome Town Code in that regard.</p> <p>Dr. Dillenberg asked Zoning Administrator Blodgett for updates on his research.</p> <p>Mr. Blodgett said that he's had several discussions with Councilmember Harvey on the topic. He is of the opinion that, in terms of breweries, wineries or anything that is active in fermentation, we need to look very carefully at any discharge that could affect our systems. He doesn't suggest outright prohibition because there are some good green methods available, and he would like to leave some space to possibly discuss those options in future. However, he is not sure our system is equipped to handle it at this time.</p> <p>Ms. Harvey added that she is still waiting to hear from Town Attorney Bill Simms on the legal stance, so hopefully we will have more information by the next meeting to see what we can do.</p>																																										
ITEM #10:	<p>NEW BUSINESS</p>																																										
7:38 (38:00)	<p>ITEM #10A: AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – DESIGN OF WASTEWATER TREATMENT PLANT IMPROVEMENTS</p> <p>Council may approve an agreement with PACE Engineering for the design of wastewater treatment plant improvements, contingent upon USDA concurrence.</p> <p>Dr. Dillenberg asked how everyone felt about the agreement with Pace Engineering so far and whether they wanted to move forward.</p> <p>Mr. Klein requested that no action be taken at this time. He is waiting on the Attorney's review, which should be done shortly, and the contents also must be federally approved.</p> <p>Ms. Harvey asked if there is a time limit.</p> <p>Mr. Klein confirmed there was a time limit, and he will get all comments no later than the coming Friday.</p> <p>Dr. Dillenberg said we will table the item and wait for input from Attorney Bill Simms.</p>																																										
7:39 (39:08)	<p>ITEM #10B: AUCTION OF SURPLUS ITEMS</p> <p>Council may approve the sale at auction of various surplus items.</p> <p>The Councilmembers asked for more information on the items listed.</p> <p>Officer Lee explained that many of the items on the list are found items that no one claimed and various items in storage.</p> <p>Mr. Blodgett said that some of the things are stored in Town Hall and include out-of-date BDU's.</p> <p>Dr. Dillenberg said that what they don't sell, they will donate.</p> <table><tr><th colspan="7">Motion to approve Auction of Surplus Items</th></tr><tr><th>COUNCILMEMBER</th><th>MOTION</th><th>SECOND</th><th>AYE</th><th>NAY</th><th>ABSENT</th><th>ABSTAIN</th></tr><tr><td>BARBER</td><td></td><td>X</td><td>X</td><td></td><td></td><td></td></tr><tr><td>DILLENBERG</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>HARVEY</td><td>X</td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>MOORE</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr></table>	Motion to approve Auction of Surplus Items							COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN	BARBER		X	X				DILLENBERG			X				HARVEY	X		X				MOORE			X			
Motion to approve Auction of Surplus Items																																											
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HARVEY	X		X																																								
MOORE			X																																								
7:41 (41:03)	<p>ITEM #10C: PROCLAMATION: CHILD SUPPORT AWARENESS MONTH</p> <p>Council may approve a proclamation declaring the month of August 2022 as Child Support Awareness Month.</p> <p>Dr. Dillenberg read the proclamation in title only. He asked if there were any comments or questions.</p> <p>Ms. Harvey thanked the mayor for sponsoring the item.</p> <p>Ms. Barber asked if she could read the body of the proclamation.</p> <p>Dr. Dillenberg then read the final line, proclaiming that August, 2022, would be recognized as Child Support Awareness Month if the proclamation was approved.</p> <table><tr><th colspan="7">Motion to approve the Proclamation: Child Support Awareness Month</th></tr><tr><th>COUNCILMEMBER</th><th>MOTION</th><th>SECOND</th><th>AYE</th><th>NAY</th><th>ABSENT</th><th>ABSTAIN</th></tr><tr><td>BARBER</td><td></td><td>X</td><td>X</td><td></td><td></td><td></td></tr><tr><td>DILLENBERG</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>HARVEY</td><td>X</td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>MOORE</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr></table>	Motion to approve the Proclamation: Child Support Awareness Month							COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN	BARBER		X	X				DILLENBERG			X				HARVEY	X		X				MOORE			X			
Motion to approve the Proclamation: Child Support Awareness Month																																											
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BARBER		X	X																																								
DILLENBERG			X																																								
HARVEY	X		X																																								
MOORE			X																																								
7:44 (43:32)	<p>ITEM #10D: PAINTING OF CROSSWALK</p> <p>Council will discuss the possibility of painting a crosswalk in Pride colors</p> <p>Dr. Dillenberg said that he has tried to get a crosswalk painted white for safety in the past, but ADOT (Arizona Department of Transportation) was not interested.</p> <p>Ms. Barber said there is a crosswalk by the Museum on Main Street. She showed an example of a rainbow crosswalk in another city, and said, "make it pretty, make it Jerome." She added that she has not contacted ADOT to see whether it is possible yet.</p> <p>Officer Lee was asked his opinion and he responded that it is not about his opinion, but crosswalks are generally standard.</p> <p>Ms. Barber asked how the rest of the council feel.</p>																																										

	<p>Dr. Dillenberg said that painting a rainbow is novel idea, but not realistic considering we would be dealing with ADOT. Ms. Harvey said she would like the crosswalk painted in something visible, she added that the directional arrows also can't be seen because they are worn.</p> <p>Officer Lee commented that the arrows are less than a year old.</p> <p>Ms. Moore asked if we could arrange to meet with someone from ADOT, and maybe involve the Police Department and see what we can do about the crossings.</p> <p>Dr. Dillenberg said he had tried before, but he was willing to try again, and Ms. Barber volunteered to work with ADOT.</p> <p>Ms. Moore asked Dr. Dillenberg what had happened when he tried before, he replied they would not allow it.</p> <p>Ms. Gallagher said that, to her recollection, their reasoning was that crosswalks create a false sense of security.</p> <p>Ms. Barber said it's the only crosswalk in Jerome and asked if council were willing to set up a meeting with ADOT.</p> <p>Officer Lee suggested they also speak with someone from the City of Cottonwood about fatalities related to crosswalks on their Main Street.</p> <p>Dr. Dillenberg said we can contact the Mayor of Cottonwood, and it doesn't hurt to have a discussion with ADOT.</p>																																			
ITEM #11: 7:49 (48:15)	<p>TO AND FROM THE COUNCIL</p> <p>Council may direct staff regarding items to be placed on a future agenda.</p> <p>Ms. Barber asked to speak about the Meet the Candidates meeting she recently attended. She expressed disappointment that there were technical difficulties with the sound, both for herself and several other candidates, and said that she has been told she was inaudible. Ms. Barber wanted to relay her comments to the public. "I stated that I am running again for the betterment of my community. I am not anti-growth, I am about growing responsibly and maintaining our natural resources, and I appreciate everyone's vote."</p> <p>Dr. Dillenberg asked if we should reach out to the meeting coordinators and see if they will do another meeting.</p> <p>Ms. Harvey suggested they attempt to adjust the sound of the recording as people should be able to hear all the candidates.</p> <p>Dr. Dillenberg asked Mr. Klein if he could please reach out to the moderator and see what they can do, preferably before August 2nd. He said he had tried to watch the video and it was also difficult to see because it was very dark.</p> <p>Ms. Barber wanted to share that she had heard that two ladies that worked for the Yavapai County Recorder's Office for some time, Leslie Hoffman and Lynn Constable, were stepping down due to harassment during the last election. She referenced a news article in the Verde Independent and said they were not provided enough protection. "Our democracy is at stake," and we need to have clean, solid votes.</p> <p>Dr. Dillenberg said it's a national problem, not just an Arizona issue, and we are going through a very difficult time in our country. He said it will be a challenge to us all to maintain integrity and the importance of our democracy.</p> <p>Ms. Moore said that, after the topic of the credit card fees came up, she did the math and came up with a total of 16 percent.</p> <p>Ms. Harvey said she got 13.4 percent, so we need to check into that because it's excessive.</p> <p>Ms. Barber thanked Chuck Romberger for pointing out the amount of the fees.</p> <p>Mr. Romberger replied that he likes to look at budgets.</p>																																			
ITEM #12:	<p>ADJOURNMENT</p> <p><u>Motion to adjourn at 7:56 p.m.</u></p> <table><tr><th>COUNCILMEMBER</th><th>MOTION</th><th>SECOND</th><th>AYE</th><th>NAY</th><th>ABSENT</th><th>ABSTAIN</th></tr><tr><td>BARBER</td><td></td><td>X</td><td>X</td><td></td><td></td><td></td></tr><tr><td>DILLENBERG</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>HARVEY</td><td>X</td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>MOORE</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr></table>	COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN	BARBER		X	X				DILLENBERG			X				HARVEY	X		X				MOORE			X			
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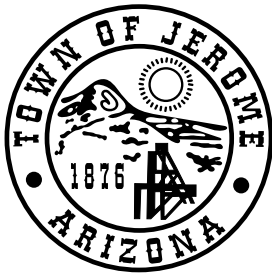
APPROVE:

ATTEST:

 Dr. Jack Dillenberg, Mayor

 Brett Klein, Town Manager/Clerk

Date: _____



TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 www.jerome.az.gov

DRAFT MINUTES SPECIAL MEETING OF THE JEROME TOWN COUNCIL COUNCIL CHAMBERS, JEROME TOWN HALL MONDAY, JULY 25, 2022, AT 7:00 PM

ITEM #1: 7:00 (0:01)	CALL TO ORDER/ROLL CALL Mayor/Chairperson to call meeting to order. Mayor Jack Dillenberg called the meeting to order at 7:00 p.m. Present were Mayor Jack Dillenberg, Vice Mayor Alex Barber, and Councilmembers Sage Harvey and Jane Moore. Staff present included Town Manager/Clerk Brett Klein, Finance Manager Melanie Atkin, Deputy Town Clerk Kristen Muenz, and Fire Chief Rusty Blair.																																			
ITEM #2: 7:00 (0:32)	LOCATION FOR ANNUAL HALLOWEEN DANCE Council may approve a request by the Fire Chief to allow the Fire Department Auxiliary to hold the 2022 Halloween Dance in the area of the sliding jail. Ms. Harvey said she would like to make a motion to approve this event, as last year it was fabulous. Ms. Barber said she would 2 nd the motion, but wanted to point out that last year’s event did not go until 1 a.m. Chief Blair confirmed that last year he was given a variance for the event to last until midnight. Ms. Harvey asked if he had talked to neighbors living in that area. Chief Blair responded that he had only had one complaint last year. He said that he was fine with changing the time to midnight. Ms. Moore asked, if they had any issues, how they would deal with them. Chief Blair said that last year, they had Jerome P.D. and security fence surrounding the event. He also said it was nice to not be packed in the hall, which attributed to less chaos. Dr. Dillenberg said that sounded great. Ms. Harvey commented that she had walked around the event last year, thought it was fabulous, and would like to see it continue outside. Chief Blair explained that holding the event outside added \$3,000 additional expense, but this year they have a sponsor. Also, as Covid-19 is still a concern, he does not comfortable holding the event inside. Dr. Dillenberg agreed that was a good idea. There was some discussion as to the size of the area to be cordoned off for the dance as opposed to the size of the hall that was previously used. Ms. Barber asked about the number of people who could attend. Chief Blair referred to a map and said there is room for around 420 to 430 people with everyone having 6 square feet of space. Ms. Barber said that the only issue would be if there was snow. Chief Blair explained that is why they planned for a tent and heaters. <u>Motion to approve request to allow the Fire Department Auxiliary to hold the 2022 Halloween Dance in the area of the sliding jail, with a minor alteration to the time</u> <table><tr><th>COUNCILMEMBER</th><th>MOTION</th><th>SECOND</th><th>AYE</th><th>NAY</th><th>ABSENT</th><th>ABSTAIN</th></tr><tr><td>BARBER</td><td></td><td>X</td><td>X</td><td></td><td></td><td></td></tr><tr><td>DILLENBERG</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>HARVEY</td><td>X</td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>MOORE</td><td></td><td></td><td>X</td><td></td><td></td><td></td></tr></table>	COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN	BARBER		X	X				DILLENBERG			X				HARVEY	X		X				MOORE			X			
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ITEM #3: 7:05 (5:10)	PUBLIC HEARING ON 2022-23 BUDGET AND TAX LEVY Council will conduct a public hearing on the proposed 2022-23 budget and tax levy for the Town of Jerome. Any taxpayer may appear and be heard in favor of or against any proposed expenditure or tax levy. No increase in the tax levy is proposed. Dr. Dillenberg opened the public hearing to discuss the 2022-2023 Budget and Tax Levy at 7:05 p.m. No members of the public were present to make comments or ask questions. Ms. Barber thanked the public for their trust in the Jerome Council. The public hearing was closed at 7:06 p.m.																																			

ITEM #4: 7:06 (6:00)	<p>RESOLUTION #643: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JEROME, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2023</p> <p>Council may approve Resolution #643.</p> <p>Dr. Dillenberg read the resolution in title only.</p> <p>Ms. Harvey said she would like to thank Candace Gallagher and Melanie Atkin for the wonderful budget, which was the fourth and easiest we have worked on together because we all have clear idea what we're trying to do for infrastructure.</p> <p>Ms. Barber added thanks to Mr. Klein for joining the team.</p> <p>Dr. Dillenberg said that it was a team effort, everybody did their part, and we had a great result.</p> <p>Ms. Moore thanked Candace Gallagher and Melanie Atkin. She also wanted to comment for the public that the transfers from the General Fund to Water and Capital Fund are for special projects, and it is wonderful that we have the money to do that.</p> <p>Dr. Dillenberg said that making a difference is gratifying. He thanked Ms. Gallagher for her years of service and commitment to the community.</p> <p><u>Motion to approve Resolution No. 643</u></p> <table border="1"> <thead> <tr> <th>COUNCILMEMBER</th> <th>MOTION</th> <th>SECOND</th> <th>AYE</th> <th>NAY</th> <th>ABSENT</th> <th>ABSTAIN</th> </tr> </thead> <tbody> <tr> <td>BARBER</td> <td></td> <td>X</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>DILLENBERG</td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HARVEY</td> <td>X</td> <td></td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>MOORE</td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN	BARBER		X	X				DILLENBERG			X				HARVEY	X		X				MOORE			X			
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ITEM #5:	<p>ADJOURNMENT</p> <p><u>Motion to adjourn at 7:10 p.m.</u></p> <table border="1"> <thead> <tr> <th>COUNCILMEMBER</th> <th>MOTION</th> <th>SECOND</th> <th>AYE</th> <th>NAY</th> <th>ABSENT</th> <th>ABSTAIN</th> </tr> </thead> <tbody> <tr> <td>BARBER</td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>DILLENBERG</td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HARVEY</td> <td>X</td> <td></td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>MOORE</td> <td></td> <td>X</td> <td>X</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN	BARBER			X				DILLENBERG			X				HARVEY	X		X				MOORE		X	X			
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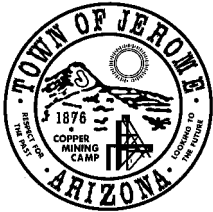
APPROVE:

ATTEST:

 Dr. Jack Dillenberg, Mayor

 Brett Klein, Town Manager/Clerk

Date: _____



Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA

Jerome Town Hall and Civic Center
600 Clark Street
P.O. Box 335, Jerome, AZ 86331
(928) 634-7943 FAX (928) 634-0715

RESOLUTION NO. 644

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF JEROME, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF PROPERTY WITHIN THE TOWN A CERTAIN SUM OF MONEY FOR FISCAL YEAR 2022-2023 TO BE ASSESSED AGAINST THE VALUATION OF REAL PROPERTY FOR PRIMARY TAX PURPOSES.

WHEREAS, the Town Council is required by A.R.S. §42-17253 to adopt an annual tax levy based upon the rate to be assessed per each One Hundred Dollars (\$100.00) of valuation of property within the Town; and

WHEREAS, the Town published a summary of an estimate of Town expenses and made available for public review a complete copy of the estimate of Town expenses as required by A.R.S. § 42-17103; and

WHEREAS, a public hearing on the proposed budget and tax levy was held on July 25, 2022, in accordance with the provisions of A.R.S. §42-17104; and

WHEREAS, the primary tax levy must be adopted not less than fourteen days after the adoption of the municipal budget; and

WHEREAS, the municipal budget of the Town of Jerome was adopted at a meeting of the Town Council held on July 25, 2022, at least fourteen days prior to the adoption of this Resolution; and

WHEREAS, the Town has computed tax rate per One Hundred Dollars (\$100.00) of valuation to be levied and collected, at \$0.6911 for primary taxes, as set forth on Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Jerome, Arizona, that there is hereby levied on each one hundred dollars (\$100.00) of assessed value of all property, both real and personal, within the corporate limits of the Town, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of \$47,500.00, as provided in the adopted budget for the fiscal year ending on June 30, 2023 (with the maximum levy allowed by law for the fiscal year being \$96,635.00), and as set forth on Exhibit A, attached hereto.

APPROVED:

Dr. Jack Dillenberg, Mayor

ATTEST:

APPROVED AS TO FORM:

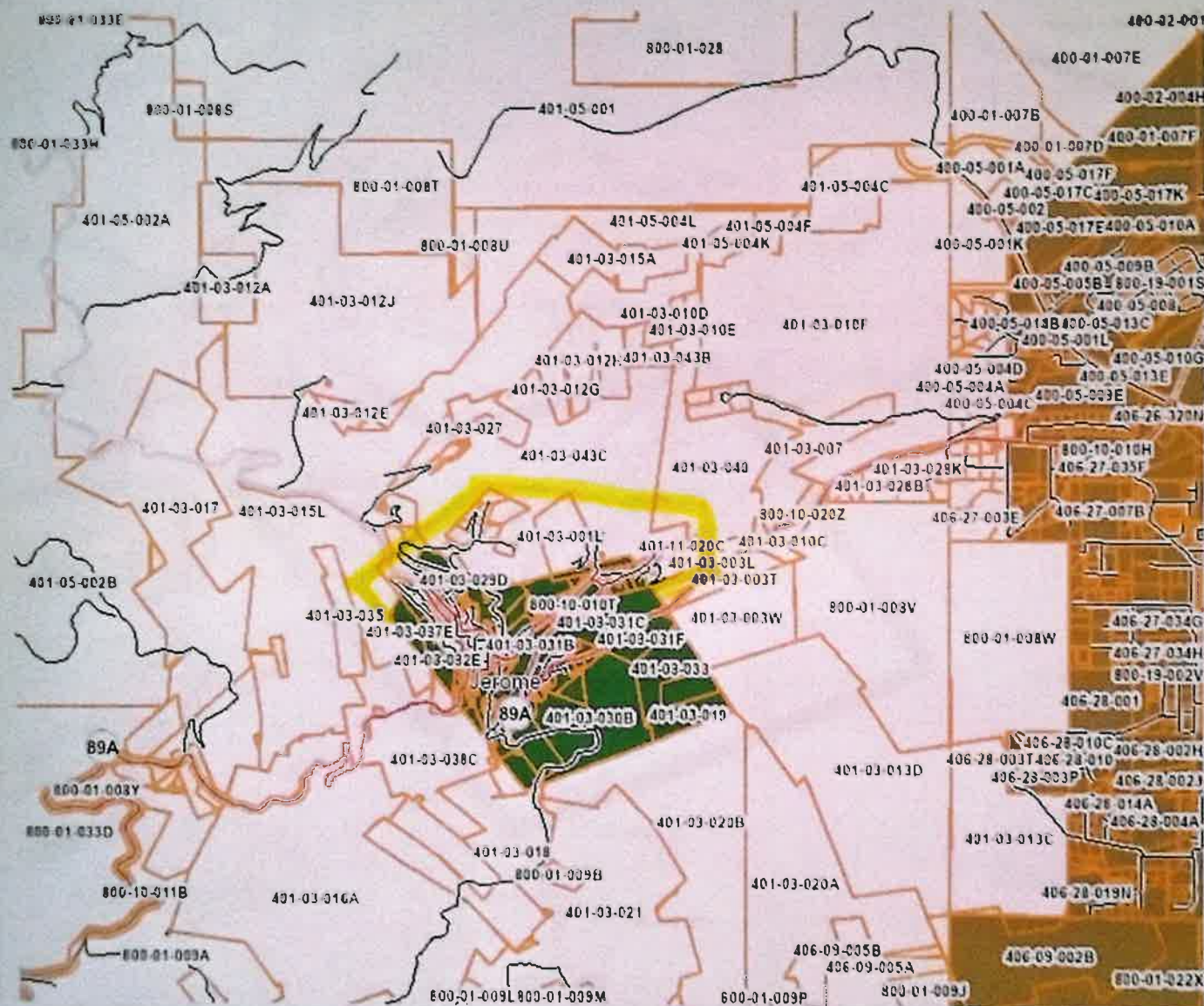
Brett Klein, Town Manager/Clerk

William J. Sims, Town Attorney

City/Town of Jerome
Tax levy and tax rate information
Fiscal year 2023

	2022	2023
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 94,894	\$ 96,635
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 47,500	\$ 47,500
Property tax judgment		
B. Secondary property taxes		
Property tax judgment		
C. Total property tax levy amounts	\$ 47,500	\$ 47,500
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 47,500	
(2) Prior years' levies		
(3) Total primary property taxes	\$ 47,500	
B. Secondary property taxes		
(1) Current year's levy	\$	
(2) Prior years' levies		
(3) Total secondary property taxes	\$	
C. Total property taxes collected	\$ 47,500	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.7166	0.6911
Property tax judgment		
(2) Secondary property tax rate		
Property tax judgment		
(3) Total city/town tax rate	0.7166	0.6911
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>NO</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

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



Legend

- County Boundary
 - Counties
 - Parcels
 - Major Roads
 - Interstate
 - State Highways
 - Major Roads
 - Road Centerlines
 - County Boundary
 - Counties
 - Parcels
 - Major Roads
 - Interstate
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 - County Boundary
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- Legend truncated



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on 7/26/2009

Verde Pk-Rd
401-03-041B

Jerome Verde Dev. Co
401-03-043C

Legend

- City Boundaries
 - Cottonwood
 - Peoria
 - Prescott
 - Sedona
 - Camp Verde
 - Chino Valley
 - Clarkdale
 - Dewey-Humboldt
 - Jerome
 - Prescott Valley
 - Wickenburg
 - County Boundary
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 - Prescott Valley
 - Wickenburg
- Legend truncated



401-03-027

401-03-003E

401-03-003U

401-06-153B

401-06-153A

401-03-015L 401-06-155

401-06-154 401-06-111D

401-06-156C

800-18-007H 800-18-007G 401-06-104

401-06-159 401-06-06C 401-06-105A 401-06-120

800-10-010P 800-18-007K 401-06-117

401-06-157B 401-06-008 401-06-072A

Thomas Brownlee

BTFA LLC
401-03-001G

401-03-001J
BTFA LLC

Dean Bubolo
401-03-042A
LS 162/50

Jerome Verde Dev Co

Douglas Rd

State of Arizona
401-13-001

TOS
401-03-001L

401-03-001N

401-03-001P

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Map printed on 7-14-2002



Legend

- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
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ANNEXATION PROCEDURE

STEP

- 1** Prepare map of area to be annexed. Area must meet certain requirements.
- 2** Prepare plan for how services and infrastructure will be provided to the annexed area over the next 10 years.
- 3** Request list from County and ADOR of property owners and values.
- 4** File blank petition with County recorder, who will hold it for 30 days.
 - *Petition must include description, map and an affidavit that the area to be annexes is not subject to an earlier annexation filing.*
 - *Copy to Clerk of Board of Supervisors and County Assessor*
- 5** After list is received from County and ADOR, issue notice of public hearing.
 - *Notice must be posted at posting locations, mailed to Clerk of Board of Supervisors and mailed to each property owner in area to be annexes. Notice must include map of area to be annexed.*
- 6** Hold public hearing on annexation within last 10 days of the 30 day holding period by County.
- 7** Obtain signatures on petitions.
 - *Must be signed by at least half of the property owners and at least half of the owners with most value.*
 - *Signatures must be obtained within one year.*
- 8** File signed petitions with County Recorder.
- 9** Hold public meeting to introduce annexation ordinance.
- 10** Adopt ordinance in accordance with town Code requirements.
 - *Annexation will be final 30 days after adoption.*



A GUIDE FOR ANNEXATION

A GUIDE FOR ANNEXATION

Prepared by

League of Arizona Cities and Towns

1820 West Washington Street

Phoenix, Arizona 85007

(602) 258-5786

www.azleague.org

June 2018

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FOREWORD

This manual has been prepared for the use of Arizona's local government officials involved in the annexation process.

The publication is designed to provide a step-by-step guide to the annexation of land and to set forth the statutory requirements and applicable court decisions on the subject. This manual replaces three previous editions and reflects recent court cases and additional requirements for conducting annexations as adopted by the Legislature. As always, we recommend consultation with your city or town attorney before proceeding with an annexation.

The information contained in this booklet will, we hope, make it a useful reference document. Any comments, suggestions, or criticisms regarding the content of this publication will be appreciated.

INTRODUCTION

Annexation is the process by which a city or town may assume jurisdiction over unincorporated territory adjacent to its boundaries. As such, annexation represents a serious step in the overall growth of a city or town. In Arizona, annexation requires the consent of the owners of at least one-half of the value of the real and personal property and more than one-half by number of the property owners in the territory to be annexed as shown by the last assessment. In addition, the consent of the city or town council is required.

Cities and towns have taken different approaches to annexation. Some wait until residents of an area request annexation before becoming involved, while other cities and towns have developed an annexation policy to provide for balanced growth in conformance with city or town standards. No matter which approach is taken, there are certain procedural requirements set forth in state law. The purpose of this manual is to provide a step-by-step review of those requirements which must be followed by a city or town in annexation proceedings.

There are many pro and con arguments which have been advanced regarding annexations. The basic arguments for annexation are that residents receive the benefits of a higher level of municipal services and that development is subject to municipal building codes, subdivision requirements, and zoning ordinances. Additionally, residents of the annexed area are permitted a voice in community affairs that affect them.

Local officials should also be aware of some of the common arguments against annexation. Opponents of annexation contend that those residents outside the city or town limits chose to build and live there to avoid taxes and services they do not want and, perhaps, to enjoy certain rural amenities. In addition, some opponents of annexation feel that the very act of bringing fringe areas into an established city or town will hasten the growth of such areas.

In any annexation decision, the practical consequences and costs of providing services to the area to be annexed must be considered. A plan, policy, or procedure is required by law to be in place prior to adoption of the annexation ordinance to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development in the annexed area within ten years of when the annexation becomes final. In addition to these specific plans, policies, or procedures, some cities and towns adopt a general annexation policy that serves as a guide to staff and to residents in unincorporated areas contiguous to the city or town. This type of policy could be adopted following a study of the various factors involved in annexation. While the annexation of territory may mean additional state shared revenue will flow to the municipality, the additional revenue to be gained must be considered in light of the necessary additional expenditures to provide services to the annexed area.

Since annexation is subject to challenge on procedural grounds, your city or town attorney should be involved throughout every phase of annexation from the planning stage to the completion of the annexation. **This manual is in no way a substitute for such essential consultation with your local city or town attorney.**

Section I

CAN YOU LEGALLY ANNEX THE PROPERTY?

Annexation proceedings are usually initiated either by the city or town government or by a group of interested citizens residing immediately outside the corporate limits. As discussed in the introduction, there are a number of motivating forces behind annexation drives, but the initial consideration by the municipality should be careful review of the desirability of annexing the proposed territory. The time to consider any problem which might result from annexing an area is at the very beginning of the annexation procedure.

Once the desirability of annexing a particular area has been considered, the next issue is whether the proposed area meets the legal requirements which govern the characteristics of the territory which may be annexed. These legal requirements, as interpreted by the courts, are as follows:

CONTIGUITY, SIZE, AND SHAPE

Arizona law requires that the territory to be annexed shall adjoin the boundary of the annexing city or town for at least 300 feet. This provision does not apply if the territory considered for annexation is surrounded by the annexing city on at least three sides.¹

The size and shape of the parcel to be annexed must be a minimum of 200 feet in width at all points, exclusive of rights-of-way and roadways. The length of the parcel is measured from where the territory adjoins the annexing city or town to the furthest point of the parcel and cannot be more than twice the maximum width of the annexed territory.² These length and width requirements do not apply if the territory considered for annexation is surrounded by the annexing city on at least three sides.²

Also, if a series of annexations is under consideration, each annexation must independently meet the length and width requirements described above. In other words, a series of annexations in combination with each other cannot be used to satisfy the length and width requirements. Each annexed parcel must individually have a length that is no more than twice the width pursuant to Attorney General Opinion, 87-160. The courts have ruled that these requirements—contiguity, size and shape—must be strictly complied with.³

¹A.R.S. § 9-471 (H, K); *See* Appendix B.

²*Cornman Tweedy 560 Llc v. City of Casa Grande*, 213 Ariz. 1, 137 P.3d 309 (Ct. App. 2006); Memorandum from J. LaMar Shelley, Gen. Couns., League of Ariz. Cities & Towns, to Catherine F. Connolly, Asst. Dir., League of Ariz. Cities & Towns (May 27, 1987).

³*Town of Miami v. City of Globe*, 195 Ariz. 176, 985 P.2d 1035 (App. 1998).

UNINCORPORATED AREA

A city or town may annex only unincorporated territory. It may not annex another incorporated city or town nor may it annex any territory lying within the boundaries of another incorporated city or town.⁴ The fact that a city may be furnishing services outside its corporate limits to an unincorporated area does not preclude another city from annexing such territory.

CREATING COUNTY ISLANDS

A city or town may not annex territory if, as a result of the annexation, unincorporated territory is completely surrounded by the annexing city or town.⁵ In other words, an annexation cannot result in the creation of a county island. However, if a county island exists, a city or town is not obligated to annex the entire island if it wishes to annex a portion of the territory and is exempt from the size, shape, and contiguity provisions of A.R.S. §9-471(H) as long as the territory is surrounded or bordered on at least three sides by the annexing city.⁶

NUMBER OF TRACTS TO BE ANNEXED

It appears that a municipality in Arizona may annex two or more separate areas contiguous to the municipality with one annexation ordinance if the owners of at least one-half of the assessed value of the real and personal property and more than one-half of all the property owners in each area have petitioned for annexation. In most cases, areas annexed individually are less likely to be contested, and the use of separate ordinances appears advisable. In a case where two tracts which had been annexed under one ordinance went to an Arizona court, the legality of annexing two tracts with one ordinance was not questioned.⁷ However, the court did confirm that the tracts must both be contiguous to the annexing municipality. In other words, the fact that one tract was contiguous to the annexing municipality did not constitute contiguity for both tracts.⁸ If one ordinance is used to annex multiple territories, it is advisable to use a separate petition for each parcel.⁹

⁴*Colquhoun v. City of Tucson*, 55 Ariz. 451, 103 P.2d 269 (1940); Memorandum from J. LaMar Shelley, Gen. Couns., League of Ariz. Cities & Towns, to Catherine F. Connolly, Asst. Dir., League of Ariz. Cities & Towns (May 30, 1989).

⁵A.R.S. § 9-471 (I).

⁶*Roberts v. City of Mesa*, 158 Ariz. 42, 760 P.2d 1091 (App. 1988).

⁷*Gorman v. City of Phoenix*, 70 Ariz. 59, 216 P.2d 400 (1950).

⁸*Id.*

⁹Memorandum from J. LaMar Shelley, Gen. Couns., League of Ariz. Cities & Towns, to Town Attorney (January 4, 1991).

CROSSING COUNTY BOUNDARIES

In some instances, the annexation for a city or town crosses the county boundary. The statutes provide that “any incorporated city or town may annex territory in an adjacent county pursuant to the provisions of A.R.S. §9-471”.¹⁰

COUNTY PARKS OR COUNTY RIGHTS-OF-WAY

There is a special procedure for the annexation of county parks. A city or town may annex a county-owned park or a park operated on public lands by a county as part of a management agreement but only if agreed to by the board of supervisors. If the board of supervisors does not agree to the annexation, the county-owned park or park operated on public lands by a county as part of a management agreement must be excluded from the annexation area.¹¹

A county right-of-way adjacent to a city or town may be annexed to the city or town by mutual consent of the applicable county board of supervisors and city or town council. For this to occur, the right-of way must be adjacent to the city or town for the entire length of the annexation and each of the governing bodies are required to approve the proposed annexation as a published agenda item at a regular public meeting of each governing body. No petitions or public hearings are required for such an annexation. Following adoption of the ordinance for such an annexation by the city, the county then passes a similar ordinance. After both governments have adopted the ordinance, the annexation must be recorded with the county recorder and then copies sent to the distribution list (See Appendix F) including to the Department of Justice for pre-clearance under the Voting Rights Act. You should check with your county to determine if they have any special procedures for these right-of-way annexations also called short annexations. At least one county, for example, wants to record the annexation rather than the city performing this function.

In both cases, if there is personal property on these county lands, such property must be annexed using the regular annexation process.

STATE LANDS

Approval of the state land commissioner and state lands selection board is required for any state lands included in an annexation, except for state land utilized as state right-of-way or state land held by tax deed.¹² This approval must be filed at the time the blank petition and map are filed with the county recorder to initiate the annexation process. The annexation has to benefit the state land, and a pre-annexation and development agreement is required by the department. In

¹⁰A.R.S. § 9-134.

¹¹A.R.S. § 9-471(Q).

¹²A.R.S. § 9-471 (A).

addition to departmental approval, the annexation must be approved by the state land selection board which does not meet on a regular basis. The Planning & Engineering Section of the Real Estate Division is the agency's lead on annexations. The following is the contact information for the state land department:

Office of State Land Commissioner
State Land Department
1616 West Adams
Phoenix, Arizona 85007
602.542.4631

FEDERAL LANDS

Annexation of federal lands (i.e. Forest Service lands, Bureau of Land Management lands, etc.) is allowed and does not require approval by the federal agency.¹³ These properties are not counted as parcels in the annexation because of their tax exempt status. We do recommend that if a local office administers land included in a proposed annexation, that contact should be made with that local office to apprise them of the desired annexation. Remember that there may be personal property which is subject to taxation on federal lands such as utility lines and that property needs to be considered in determining whether the annexation petition is sufficient. Annexation of federal lands does not mean that the city has total jurisdiction in zoning, taxation, law enforcement, and other authority over the area. Federal preemption will apply where the local law conflicts with federal law. It is the opinion of the League General Counsel that since federal property is exempt from taxation, there must be at least one parcel of taxable real or personal property included in the annexation so that a property owner's signature appears on the annexation petition.¹⁴

TERRITORY SUBJECT TO EARLIER FILING

The city or town must determine that the territory to be annexed is not subject to an earlier filing for annexation. To verify this determination, a sworn affidavit by the city or town must be filed with the county recorder at the time of the initial filing of the blank petition. A sample affidavit can be found in Appendix D.

¹³*Surplus Trading Co. v. Cook*, 281 U.S. 647, 50 S. Ct. 455, 74 L. Ed. 1091 (1930); *Howard v. Comm'r of Sinking Fund of City of Louisville*, 344 U.S. 624, 73 S. Ct. 465, 97 L. Ed. 617 (1953).

¹⁴Memorandum from David R. Merkel, Gen. Couns., League of Ariz. Cities & Towns, to Ken Strobeck, Exec. Dir., League of Ariz. Cities & Towns (October 28, 2009).

Section II

THE ANNEXATION PROCESS

Either prior to the beginning of the official annexation process or during the preliminary stages of the process a plan, policy, or procedure needs to be developed to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development in the annexed area within ten years of when the annexation becomes final. The council must adopt the plan, policy, or procedure at the same time or prior to the adoption of the annexation ordinance.¹⁵

Once the decision has been made to proceed with annexation of a given area, annexation petitions must be prepared. The petitions are usually printed by the city or town. State law prescribes several requirements governing the form of petitions. First, the territory to be annexed must be accurately and completely described on the petition. This means that a complete description of the exterior boundaries of the area proposed to be annexed must be on the petitions. The description also must identify the entity, if any, that will be responsible for maintaining the existing rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation.¹⁶ In addition, an accurate map of the territory to be annexed must be attached to each petition, including all county rights-of-way and roadways with no taxable value within or contiguous to the exterior boundaries of the area of the proposed annexation. Most cities and towns place this map on the back of their petitions, since this arrangement avoids having the map and petition separated. A sample petition is included in Appendix C.

The territory to be annexed must be drawn very carefully—the area cannot be altered to reduce or increase the territory once the petition is signed.¹⁷ Although state law states that no alterations increasing or reducing the territory sought to be annexed shall be made after a petition has been signed by a property owner, and thus implies that alterations may be made after the blank petition has been filed in the office of the county recorder and before a signature is obtained, it is our opinion that if an alteration is needed the safest approach is to start the process over again beginning with the filing of the annexation petition and map with the county recorder. We feel it is important to begin again if changes are made because the petition and annexation map, as well as notices, must be consistent throughout the process.

Immediately upon determining the area to be annexed, a request should be sent to the county assessor and the Department of Revenue for a list of the real and personal property owners in the area to be annexed. These agencies are required to furnish this information to you within thirty days, however, some cities and towns have found that this process takes considerably longer, and

¹⁵A.R.S. § 9-471 (O).

¹⁶A.R.S. § 9-471 (A)(1).

¹⁷A.R.S. § 9-471 (A)(5).

it has been recommended that sixty days be allowed. This request must be made prior to beginning the petition process in order to meet the notice requirements outlined below.¹⁸

There is a waiting period to begin an annexation process following an unsuccessful annexation attempt which is defined as an annexation attempt that was withdrawn or that was not completed. A city or town is prohibited from filing an annexation petition that includes any territory for which an unsuccessful annexation was attempted by the same city or town until at least forty-five days after completion of the unsuccessful attempt. A property owner may waive the forty-five day waiting period for the owner's property that was part of the original unsuccessful annexation.

As a special note on the annexation process, the Arizona Supreme Court has upheld the constitutionality of the petition process for annexation.¹⁹ It was challenged on the basis that this method violated the equal protection clause of the United States and Arizona Constitutions.

STEPS IN THE ANNEXATION PROCESS (See Appendix A for a timeline)

Once the petitions are prepared, a blank copy including the map and description of the territory to be annexed must be filed with the county recorder. In addition, a sworn affidavit verifying that the territory is not subject to an earlier filing for annexation must also be filed at this time. A sample affidavit can be found in Appendix D. Notice and copies of the filing also need to be sent to the clerk of the board of supervisors and the county assessor. If state land other than state rights-of-way or land held by the state by tax deed is included in the area which is to be annexed, written approval of the state land commissioner and the state land selection board must also be filed at this time.²⁰

Before petitions may be circulated there is a thirty day waiting period after filing the petition and map with the county recorder. Within the last ten days of the thirty day waiting period, the city or town must hold a public hearing to discuss the annexation proposal. Notice of the hearing must be given as follows.

- A. Publish notice of the hearing once in a newspaper of general circulation, which is published or circulated in the city or town and the territory proposed to be annexed, at least fifteen days before the end of the thirty day waiting period and at least six days before the hearing.
- B. Post notice of the hearing in at least three conspicuous places in the territory to be annexed at least six days before the hearing.

¹⁸A.R.S. § 9-471 (G).

¹⁹*Goodyear Farms v. City of Avondale*, 148 Ariz. 216, 714 P.2d 386 (1986).

²⁰A.R.S. § 9-471 (A).

- C. At least six days before the hearing send notice of such hearing by first class mail to every real and personal property owner as identified on the lists obtained from the county assessor and the Department of Revenue in the territory to be annexed. The annexation statute includes as real and personal property mobile, modular and manufactured homes and trailers only if the owner also owns the underlying real property. The annexation map must be included with this notice.
- D. Send notice of the hearing by first class mail at least six days prior to the hearing to the chairman of the board of supervisors of the county in which the territory proposed to be annexed is located.

Once all notice requirements have been met, including open meeting law requirements, a public hearing must be held within the last ten days of the thirty day waiting period to discuss the annexation proposal. Following the hearing, and after the end of the thirty day waiting period, petitions may be circulated in the area to be annexed.

After all signatures have been collected, the petition containing the signatures must be filed with the county recorder. There is some ambiguity in A.R.S. §9-471 (A) on whether the original of the petition must be filed with the county recorder. However, we suggest you file the petition in this manner to be on the safe side in complying with the procedures for annexation. A copy of the petition must also be filed with the city or town clerk.

The final step in the annexation process is to adopt the ordinance. Again, no alteration increasing or reducing the territory sought to be annexed may be made. The ordinance will not become final until thirty days after adoption. (For further information on council action see Section IV).

TIME PERIOD TO OBTAIN REQUIRED SIGNATURES

The annexation statute provides that completed petitions must be filed with the county recorder within one year after the last day of the thirty day waiting period. If you miss this deadline and the city or town still wishes to annex the property, the entire process must begin again with the filing of the blank petition and map with the county.

OBTAINING A LIST OF PROPERTY OWNERS

For the purpose of determining the sufficiency of the signatures to be obtained on the petition, the city or town must request documentation from the county assessor and the Department of Revenue on the real and personal property in the area proposed to be annexed. In order to meet the notice requirements for conducting an annexation, this information must be requested well in advance. The county assessor and Department of Revenue have thirty days to furnish this

information, however, you should anticipate at least sixty days for receipt of the information. The following procedures should be followed in requesting this information.

- A. In the case of property assessed by the county assessor, values and the number of persons owning property in the proposed area to be annexed must be the same as shown by the last assessment of the property.²¹ The city or town should forward the prepared map of the area and a legal description of the property to be annexed to the county assessor. The list from the county assessor must include owners of mobile, modular and manufactured homes if the owner also owns the underlying real property.
- B. In the case of property valued by the Department of Revenue, principally the utilities in the area to be annexed, values must be appraised by the Department of Revenue in the manner provided by law for municipal assessment purposes. Also, for the purpose of determining the number of persons owning property, if such property is valued by the Department of Revenue, such number shall be as shown by the last valuation. To obtain such information from the Department of Revenue, eight copies of the map of the area to be annexed and its legal description should be forwarded to the Department of Revenue, Property Valuation and Equalization Division, 1600 West Monroe, Phoenix, Arizona 85007.

INSPECTION OF PETITIONS

A city must allow the inspection of information on an annexation by interested citizens during regular office hours once the blank petition is filed. All information contained in the filings, notices, petitions, tax, and property rolls and other matters regarding the annexation must be made available for public inspection.

ZONING AFTER ANNEXATION

Once the annexation ordinance has been adopted, city zoning must be adopted. However, the zoning classification which is adopted cannot permit densities or uses greater than those permitted by the county immediately before annexation. Following this adoption, the property can be rezoned by following the procedures outlined in state law and your zoning ordinance, which procedures include a public hearing after the required notice is given.²² A court has ruled that a rezoning can be initiated before the annexation is final under certain circumstances.²³ However, we recommend that the annexation be final before rezoning actions begin.

²¹*Glick v. Town of Gilbert*, 123 Ariz. 395, 599 P.2d 848 (App. 1979).

²²A.R.S. § 9-471 (L).

²³*Blanchard v. Show Low Planning and Zoning Comm'n*, 196 Ariz. 114, 993 P.2d 1078 (App. 1999).

A rezoning ordinance which changes the zoning classification of the land may not be passed as an emergency measure. Therefore, any changes to zoning classifications will not be effective for at least thirty days after approval. If a rezoning of land which may change the zoning classification and which is not initiated by the property owner is to be considered, additional notice by first class mail must be sent to each real property owner as shown on the last assessment of property of the area to be rezoned and all property owners within 300 feet of the property to be rezoned.²⁴

NOTICE TO FIRE DISTRICTS

At least thirty days before a city or town completes the annexation of any part of a fire district, the city or town must notify any affected fire district in writing of the proposed annexation. The city or town and the district may enter into an intergovernmental agreement to mitigate any detrimental effects on fire district services to the remaining population in the district as a result of the annexation.²⁵

Points to Remember:

- Your annexation petition form should be reviewed to make sure it conforms to annexation requirements. See model annexation petition, Appendix C.
- Requests to the county assessor and the Department of Revenue for a list of property owners will have to be made before the blank petitions are filed in order to meet the notice requirements.
- If state land is included in the area to be annexed, approval of the state land commissioner and the state land selection board must be obtained and filed with the blank petition. If state rights-of-way or land held by the state by tax deed are included in the annexation, approval is not required.
- All information associated with the annexation such as filings, notices, petitions and tax rolls must be made available for public inspection during regular business hours.
- If the area of the proposed annexation is to be altered, it is our opinion that the safest approach is to start the process over again with the filing of the blank petition and map with the county recorder.

²⁴A.R.S. § 9-462.04.

²⁵A.R.S. § 48-813.

Section III

GETTING THE SIGNATURES

Once the requirement of the public hearing and thirty day waiting period have been met, the petitions may then be circulated among the owners of real and personal property in the area to be annexed. These petitions may be circulated by the interested property owners in the area to be annexed or by other individuals chosen by the annexing city or town. In some cases, the city or town has paid individuals to circulate petitions in the area to be annexed. Although contested, the use of paid circulators has been upheld by Arizona courts. The court ruled “the use of paid city employees to secure the signatures on the petitions is not prohibited” by the annexation statute.²⁶ Further, petition circulators are not required to be property owners. Regardless of who circulates the annexation petitions, it is advisable to provide some preliminary instruction either at a meeting or through preparation of an information sheet or other device for those circulating the petitions. Although there is no statutory requirement to provide such instruction, the petition circulators may be more successful in obtaining signatures if they have some basic knowledge about the city or town and the effect of annexation on the property owners. In other words, it is good public relations to have the petition circulators possess a reasonable knowledge of why they are asking property owners to sign the petition. Completed petitions must be filed with the county recorder within one year after the last day of the thirty day waiting period.

ELIGIBLE SIGNATURES

Owners of at least one-half of the value of the real or personal property and more than one-half of all property owners in the area proposed for annexation as shown on the last assessment roll must sign the annexation petition. Arizona courts have defined the eligibility of specific types of “owners” as follows.²⁷

Personal Representative of an Estate

The personal representative, executor, administrator, or guardian of an estate cannot sign the petition since he or she is not the “owner” of the property. Nor can the personal representative authorize someone else to sign the petition. Therefore, a signature of a personal representative is improperly on the petition and the property and signature cannot be counted.²⁸

²⁶*Swift v. City of Phoenix*, 90 Ariz. 331, 367 P.2d 791 (1961).

²⁷*City of Phoenix v. State*, 60 Ariz. 369, 137 P.2d 783 (1943) (“The word ‘owner’ has no technical meaning, but its definition will contract or expand according to the subject matter to which it is applied.”).

²⁸*Id.*

Agent

An agent who is authorized in some manner by the owner to sign an annexation petition is a qualified signer, and, as a result, the signature for the property owner can be counted.²⁹ It is recommended that if an agent is authorized to sign, the authorization from the owner be put in writing.

Commander of Veteran's Organization

The commander of a veteran's organization is not authorized to sign an annexation petition as commander of the organization when the constitution of the organization does not give express or implied authority to do so. The property of the organization in this case is not counted.³⁰

Corporation Owners

When all the owners of issued and outstanding stock of a corporation sign an annexation petition, their signatures are valid and should be counted.³¹ This is one method for obtaining a valid signature and the value of the corporation property should be counted. In some instances a plant manager may also sign for the corporation owners. This provision is discussed below.

Equitable Owners

A purchaser of real property who is in possession of the property can sign the annexation petition, and the value of such property is counted, even though the purchaser has not yet secured a final deed.³²

Husband/Wife

Either the husband or wife may sign a petition for their community property to be properly counted except when the property is held in joint tenancy. Regarding community property situations, the courts presume that one spouse has the authority to bind the other unless it is shown otherwise. The husband or wife may sign the name of the spouse indicating that the signature is by the husband or wife. However, it is preferable that both the husband and wife sign. When the property is held in joint tenancy, the courts have found that a spouse does not have authority to bind the other and both signatures are required to count the full value of the property.³³

²⁹*McCune v. City of Phoenix*, 83 Ariz. 98, 317 P.2d 537 (1957).

³⁰*Id.*

³¹*Id.*

³²*City of Phoenix v. State ex rel. Harless*, 60 Ariz. 369, 137 P.2d 783 (1943).

³³*Nw. Fire District v. City of Tucson*, 185 Ariz. 102, 912 P.2d 1331 (App. 1995).

Manager

A local plant manager may sign a petition. This action can take place without authorization of the board of directors (unless company policy is to the contrary), since consenting to become part of a municipality is not the equivalent of alienating or encumbering the property.³⁴

Owners of Mobile Homes

The annexation statute includes as owners of real and personal property owners of mobile, modular and manufactured homes and trailers only if the person also owns the underlying real property.

Owner Not Shown on Assessment Roll

If the assessment rolls show that one person owned a certain piece of property at the time of assessment and property is represented by the signature of another on the annexation petition, this does not establish the invalidity of the signature.³⁵ To challenge the validity of the signature, it must be shown that the signer was not the owner of property or an authorized agent of the owner at the time of signing the petition.

Veterans or Widows

Veterans or widows are “owners” and authorized to sign an annexation petition notwithstanding the fact that the exemption permitted by the Constitution of Arizona (art. IX § 2) is claimed.

TAX EXEMPT PROPERTY

Arizona courts have made it clear that there are two types of tax exempt property. One type cannot be taxed under any circumstances and has no legal place on the tax assessment rolls. This type includes property of the United States (i.e. Forest Service lands, Bureau of Land Management lands, etc.), the State, a county, a municipality, school district, or special district.³⁶ Such property is not counted in determining the sufficiency of annexation petitions and owners of such property are not eligible to sign such petitions since “it is not to be presumed that the Legislature intended that property which could not bear any of the burdens of annexation should be entitled to be heard on the question.”³⁷ It is the opinion of the League General Counsel that

³⁴*Gorman v. City of Phoenix*, 76 Ariz. 35, 258 P.2d 424 (1953).

³⁵*McCune v. City of Phoenix*, 83 Ariz. 98, 317 P.2d 537 (1957).

³⁶Memorandum from J. LaMar Shelley, Gen. Couns., League of Ariz. Cities & Towns, to City Attorney (January 7, 1980)(discussing annexing of SRP property).

³⁷*City of Phoenix v. State ex rel. Harless*, 58 Ariz. 8, 117 P.2d 87 (1941).

this applies to properties that have been seized by the government as the government is considered to be the legal owner of that property upon taking possession of it.³⁸

The other type of tax exempt property may, under some circumstances, be subject to taxation and therefore appear on the tax assessment rolls. For example, an exemption of a widow's or veteran's property must be claimed in order to be effective. Such property is counted in determining the sufficiency of annexation petitions and owners of such property are eligible to sign such petitions since "widows and soldiers (veterans) must be treated as a class in determining their right to sign, and since some of them have only a partial exemption, others none at all, we think they may all sign."³⁹

There is also the question of the tax exempt status of the property of a church, educational, or charitable institution. Such properties, as well as inventories, are exempt under the provisions of Article IX, Section 2, of the State Constitution. They must now be exempted by affidavits just as that of widows and veterans. Consequently, if property owned by a church, educational or charitable institution or inventory property is on the tax rolls and taxes are being paid, it appears that it should be included as eligible property on an annexation petition.⁴⁰

CONDITIONAL SIGNATURES

Signatures of owners of real and personal property cannot be qualified or conditioned in any manner on annexation petitions. In the court case responsible for this ruling, owners of the major utilities of the town had signed annexation petitions with the following condition: "This petition is being signed with the understanding and condition upon the assurance that owners of more than 50% of the property in the above described area, exclusive of property owned by public utilities, have also signed petitions for the annexation of said area."⁴¹ The court ruled that the statute governing annexation does not provide for a conditional petition being presented to the governing body of the city or town by public utilities, private corporations, or individual property owners.

³⁸Memorandum from J. LaMar Shelley, Gen. Couns., League of Ariz. Cities & Towns, to Catherine F. Connolly, Asst. Dir., League of Ariz. Cities & Towns (October 11, 1994).

³⁹*City of Phoenix v. State ex rel. Harless*, 60 Ariz. 369, 137 P.2d 783(1943).

⁴⁰*Fry v. Mayor & City Council of Sierra Vista*, 11 Ariz. App. 490, 466 P.2d 41 (1970).

⁴¹*Town of Scottsdale v. State ex rel. Pickrell*, 98 Ariz. 382, 405 P.2d 871 (1965).

WITHDRAWAL OF SIGNATURE

A property owner who has signed an annexation petition may withdraw his signature from such petition any time prior to five o'clock on the date the petition is actually filed with the county recorder. A signature withdrawn prior to the filing of the signed petitions shall not be counted in determining the legal sufficiency of the petition. To withdraw a petition signature a person may do the following:

- A. Verify the withdrawal by signing a simple statement of intent to withdraw his name at the office of the city clerk.
- B. Mail a signed, notarized statement of intent to withdraw his name to the office of the city clerk.
- C. Draw a line through the signature and printed name on the petition.⁴²

REVIEW AND TABULATION OF SIGNATURES

For the purpose of determining if a sufficient percentage of signatures of persons has been collected, the city or town must request documentation on the real and personal property from the county assessor and Department of Revenue. The city or town should use the following guidelines.

For the purpose of determining the sufficiency of the percentage of value of property such values shall be determined as follows.

- In the case of property assessed by the county assessor, values shall be the same as shown on the last assessment of the property.
- In the case of property valued by the Department of Revenue, values shall be as appraised by the Department of Revenue for municipal assessment purposes.
- When property is held by the owners in joint tenancy, all of the signatures of the joint tenants are needed to count the full assessed value of the real and personal property. If one joint tenant signs the petition, only that joint tenant's proportionate undivided interest may be included in determining whether the petition has been signed by the owners of property whose assessed valuation is at least one-half of the valuation of the area sought to be annexed.⁴³

⁴²A.R.S. § 19-113.

⁴³*Ferree v. City of Yuma*, 124 Ariz. 225, 603 P.2d 117 (App. 1979).

- The value of any property can be counted only once. Therefore, care should be exercised in counting the valuations on a petition, particularly to ensure that two or more signatures do not represent the same property. If two signatures on an annexation petition are for the same property, the valuation represented by one signature if counted twice should be deducted.⁴⁴

For the purpose of determining the sufficiency of the percentage of persons owning property, the number of persons owning property shall be determined as follows.

- In the case of property assessed by the county assessor, the number of persons owning property shall be as shown on the last assessment of the property.
- In the case of property valued by the Department of Revenue, the number of persons owning property shall be as shown on the last valuation of the property.
- When property is held by owners in joint tenancy, such owners shall be counted together as one owner and each owner can only sign for their proportional share of the property to be counted.⁴⁵
- If a person owns multiple parcels of property, such owner shall be counted as one owner.⁴⁶

The Arizona Court of Appeals has determined that the required number of signatures on a petition for annexation is to be based on the assessed value of property (as opposed to its full cash value).⁴⁷

The tabulation of signatures must be done very carefully to ensure that the correct number of signatures, as statutorily required, is on the annexation petition. These signatures should be checked against the guidelines above.

Once it has been determined that a sufficient number of signatures appear on the petitions, the city or town is ready for council action on the annexation.

⁴⁴*McCune v. City of Phoenix*, 83 Ariz. 98, 317 P.2d 537 (1957).

⁴⁵*Nw. Fire District v. City of Tucson*, 185 Ariz. 102, 912 P.2d 1331 (App. 1995).

⁴⁶A.R.S. §9-471 (F).

⁴⁷*City of Phoenix v. Town of Cave Creek*, 167 Ariz. 227, 805 P.2d 1048 (App.1990).

Section IV

COUNCIL ACTION

When all notice and public hearing requirements have been complied with and an annexation petition has been signed by the required number of property owners in the area to be annexed and filed with the county recorder, the council should make the final determination of both the eligibility and the desirability of the annexation. The fact that petitions have been presented does not mean that the area has to be annexed. The petition merely gives the council discretion as to whether the area should become a part of the municipality. The decision to annex lies solely with the city or town council.⁴⁸

Before any council action is taken on the petition, it must be determined whether the municipality has jurisdiction to annex the unincorporated territory under consideration. A sworn affidavit verifying that no part of the territory proposing to be annexed is already subject to an earlier annexation must have been filed at the same time as the initial petitions were filed with the county recorder. The county recorder cannot accept the filing without the sworn affidavit.

Arizona statute also provides for instances where a community is proposing to incorporate lands subject to an annexation petition. The board of supervisors is required to exclude from the community proposed to be incorporated any territory which has been included in an annexation ordinance adopted by a city or town pursuant to law after the incorporation petition has been filed.⁴⁹ Furthermore, A.R.S. §9-101.01 bars the incorporation of an area within six miles of an incorporated city with a population of 5,000 or more and within three miles of a city or town with a population of less than 5,000, unless the existing city or town grants permission for such incorporation. The effect of this statute is to allow cities and towns to determine whether nearby communities may incorporate. Once a petition for incorporation has been taken out, however, an annexation which brings a city to within the six mile limit will not give such a city the authority to determine if the community may incorporate.⁵⁰

If the council decides to annex the area covered by the annexation petition, the council may not make any changes, including reductions or increases in territory, to the map of the proposed annexation once the first property owner has signed the petition. (In our opinion, the process must begin again with the filing of the annexation petition and map with the county recorder if any changes are made to the territory proposed for annexation.) It will be necessary for the council to make a final determination as to whether the petition is sufficient. Generally, this

⁴⁸*Kempton v. City of Safford*, 140 Ariz. 539, 683 P.2d 338 (App. 1984); *Goodyear Farms v. City of Avondale*, 148 Ariz. 216, 714 P.2d 386 (1986); *Roberts v. City of Mesa*, 158 Ariz. 42, 760 P.2d 1091 (App. 1988).

⁴⁹A.R.S. § 9-101(H).

⁵⁰A.R.S. § 9-471(M).

information has already been provided to the council with proper documentation. However, the council should establish to its satisfaction that a sufficient number of property owners in the area to be annexed have signed the petitions.

After these preliminary steps, the council may then pass an ordinance annexing the territory.⁵¹ All the proceedings surrounding the adoption of the annexation ordinance must be regular. For example, the Supreme Court voided an annexation ordinance which was not passed at a council meeting open to the public within the corporate limits of the town.⁵² Also the court has held that an annexation ordinance was void because the provisions of the open meeting law had not been complied with in its adoption.⁵³

The annexation ordinance is subject to the same requirements pertaining to publication as other ordinances. In charter cities with publication requirements set forth in the charter for the purpose of making the ordinance effective, it has been held by the Supreme Court that failure to publish the ordinance, pursuant to the charter requirements voids the ordinance.⁵⁴ While the statutes do not state that the map must also be published, the Arizona Supreme Court implied (*City of Phoenix v. Lockwood* cited below) that the publication of the map is necessary in stating that “the only step remaining to be taken . . . was the publication of the ordinance and map in the official newspaper of the city as is required for all ordinances before they become effective and operative.” It is the consensus of most municipal attorneys that the map is a part of the ordinance and is therefore subject to the same publication requirements as the ordinance. The issue of invalidating an annexation because of an inaccurate map has been tested in court. The court ruled that a mistake in the “calls” in the metes and bounds description was not enough to invalidate the annexation proceedings.⁵⁵

The annexation becomes final after the expiration of thirty days from the adoption of the ordinance if the annexation ordinance has been finally adopted in accordance with procedures established by statute, charter provisions, or local ordinances, whichever is applicable. However, if an action has been filed to contest the validity of the annexation within the thirty day period, its finality is subject to the review of the court. The court has said, “A municipality cannot enact an annexation statute as an emergency measure.”⁵⁶ Annexation ordinances are subject to referendum, and the court has clarified that the final adoption of the annexation ordinance is the referable event.⁵⁷

⁵¹ See Appendix D for model annexation ordinance.

⁵² *Town of Paradise Valley v. Acker*, 100 Ariz. 62, 411 P.2d 168 (1966).

⁵³ *Carefree Improvement Ass’n v. City of Scottsdale*, 133 Ariz. 106, 649 P.2d 985 (App. 1982).

⁵⁴ *City of Phoenix v. Lockwood*, 76 Ariz. 46, 258 P.2d 431 (1953).

⁵⁵ *City of Douglas v. City of Sierra Vista*, 21 Ariz. App. 71, 515 P.2d 896 (1973).

⁵⁶ *Salt River Project Agr. Imp. & Power Dist. v. City of St. Johns*, 149 Ariz. 282, 18 P.2d 184 (1986).

⁵⁷ *Israel v. Town of Cave Creek*, 196 Ariz. 150, 993 P.2d 1114 (App. 1999).

At times an annexation ordinance is adopted with an emergency clause. The courts have ruled that the statutes provide private citizens a right to contest an annexation and that a municipality cannot interfere with this right. Therefore, annexation ordinances may be adopted as an emergency measure, but the thirty day period for citizens to contest is not shortened.

PROTEST OR CONTEST

An annexation may or may not be desired by all the people involved. If it is not desired, there is the likelihood of protest and perhaps there may be a contest. In view of these possibilities, it is important to be aware of the statutes and court decisions to be prepared for such an eventuality.

There is a basic difference between a protest and contest. A protest is an objection lodged with the governing body. A contest is a legal procedure to question the validity of an annexation for failure to comply with state law.

If a protest is evident while the council is deciding on the question of annexing any territory, the council is under no statutory obligation to hear such protest from inhabitants in the area involved. From a public relations standpoint, however, councils usually hear any interested party who wishes to protest.

A contest involving court action on the annexation is provided for in A.R.S. §9-471, which governs the annexation of territory. Any city or town's annexation action, after the adoption of the ordinance, may be contested by any city or town (at least those cities or towns that are geographically close and are interested parties), the attorney general, the county attorney, or any other interested party by filing a verified petition questioning the validity of the annexation for failure to comply with A.R.S. §9-471. The verified petition questioning the annexation must be filed within thirty days after the adoption of the annexation ordinance, and the burden is placed on the petitioner to prove that the municipality attempting the annexation has failed to comply with the law. In order to preclude a long delay in hearing the action, a petition of this nature has priority over all other civil matters except elections. If no contest is made within the thirty day period, the annexation is deemed final and conclusive. A property owner that prevails in an action to challenge an annexation of their property is entitled to reasonable attorney fees and costs.⁵⁸

State law also provides that if two or more cities and towns demonstrate an active interest in annexing any or all of an area proposed for annexation, the court shall consider oral and written agreements or understandings between the cities in making its determination.⁵⁹

⁵⁸A.R.S. § 9-471 (P).

⁵⁹A.R.S. § 9-471 (C); *Town of Miami v. City of Globe*, 195 Ariz. 176, 985 P.2d 1035 (App. 1999).

Section V

AFTER THE ANNEXATION

TRANSMITTAL OF ANNEXATION ORDINANCE

It is important that the annexation ordinance, the legal description and a map of the annexed property be mailed to selected individuals. There is a specific requirement that the city/town clerk provide a copy of the adopted annexation ordinance to the clerk of the board of supervisors of each county with jurisdiction over the annexed area within sixty days of the annexation becoming final.

It is particularly important that the annexation be reported by filing the legal description and a record copy of the ordinance with the Department of Revenue. Statutes provide that this must be accomplished on or before November 1 of the year preceding the year in which assessments or taxes are to be levied. The same information must be supplied to the county assessor on or before November 1. The change in the boundaries affected by the annexation will not be effective for assessment and tax levying purposes for the next tax year unless notice has been given before November 1 as stipulated above.⁶⁰ This deadline may be extended by the director of the Department of Revenue upon receipt of a request for extension on or before December 31 of the year prior to the year in which taxes are to be levied. The deadline may not be extended beyond February 15 of the year taxes are to be levied.

Additionally, cities or towns annexing property must also report the annexation to the U.S. Department of Justice due to its possible applicability under the Voting Rights Act to municipal elections. The League's *Municipal Election Manual* can be consulted for the exact procedures of such notification.

EFFECT OF ANNEXATION

Upon the annexation of territory, the city or town acquires the right to exercise all political and governmental powers delegated to it by law over the property and inhabitants in the annexed territory.⁶¹ The city or town, by annexation, acquires no rights and assumes no liabilities of a territory not of a political or governmental nature. Our courts have ruled that recording a subdivision without subsequently improving the property does not give the owner a vested right to develop in accordance with the recorded plat. Therefore, annexation may affect an

⁶⁰A.R.S. § 42-17257.

⁶¹*Blount v. MacDonald*, 18 Ariz. 1, 155 P.736 (1916).

unimproved property owner's right to develop, even if the property has been subdivided, if the municipal ordinances differ from the county ordinances.⁶²

Upon annexation of territory to the city or town, the title and jurisdiction of the county streets and alleys in the annexed territory are vested in the city or town for all purposes.⁶³ All territory annexed to a city or town becomes a part of the council district of the city or town adjoining the annexed territory, if the members of your council are elected by district.⁶⁴

There are special provisions governing the impact of annexation when there is a fire district operating within the annexed area. If the entire territory of a fire district is annexed, the fire district and all its assets, including personnel, and liabilities are merged and become a part of the fire department of the annexing city or town upon the date the city or town elects to provide fire protection services to such area. This includes all books and records belonging to the fire fighters' relief and pension fund of the fire district, and the annexing city or town is responsible for making pension payments to those eligible. Procedures are also specified for any firefighter who is employed on a full-time basis by a fire district and who becomes employed as a firefighter by the annexing city or town within sixty days after the date the city or town elects to provide fire protection services to such area.⁶⁵

Regardless of whether the annexation includes all or just part of a fire district, the territory remains a part of the district until the next July 1 following the time when the city or town elects to provide regular fire department services to the annexed area. The annexed area remains subject to taxes levied for bonds of the fire district outstanding at the time of filing of the petition seeking annexation until final payment on the bonds and is subject to taxes levied by the district until the termination date.

If a city or town provides regular fire protection to its residents and is unable to provide equal fire protection to annexed territory, the city or town may contract with a fire district in proximity to the annexed territory for the purpose of supplying fire protection until the city or town is able to provide equal fire protection to the annexed territory. If only a part of the district is annexed, all assets of the district remain the property of the district.⁶⁶

⁶²*Dawe v. City of Scottsdale*, 119 Ariz. 486, 581 P.2d 1136 (1978).

⁶³*Collins v. Wayland*, 59 Ariz. 340, 127 P.2d 716 (1942), *cert. denied*, 318 U.S. 767, 63 S. Ct. 760, 87 L. Ed. 1138 (1943).

⁶⁴A.R.S. § 9-472.

⁶⁵A.R.S. § 48-812.

⁶⁶A.R.S. § 48-813.

EXPENDITURE LIMITATION ADJUSTMENTS

Cities and towns should report all annexations to the State Demographer in the Office of Economic Opportunity, Arizona Population Division of the State Department of Administration.⁶⁷ The population in the annexed area will be considered when developing the population estimate which is used in determining the expenditure limitations by the Economic Estimates Commission (EEC).

Annexations occurring after the EEC determines your expenditure limit (on or before April 1) but before the beginning of the fiscal year can also be used to adjust your population estimate for that year if they are submitted in time for both the Population Statistics Unit and the EEC to act. The EEC requires that requests for such adjustments be provided to them at least three weeks prior to the adoption of that city's tentative budget. Also, prior to action by the EEC, the Population Statistics Unit must review the requested population increase. The necessary materials should be provided to the Unit with sufficient lead time for their review.

STATE SHARED REVENUES

After the annexation ordinance has been passed, you may want to obtain a certified population count of the number of people in the annexed area from the U. S. Census Bureau to receive credit for the additional population for state shared revenue purposes.⁶⁸ The Census Bureau may be able to give you a certified count almost immediately if the annexed area coincides with census tracts. Even if this is not the case, the Census Bureau will provide you with an estimate of the population in the annexed area to be credited for state shared revenue purposes. This estimate will be based on the most recent Census. Once a certified population count of the number of people in the annexed area has been determined, it should be submitted to the Department of Revenue who will then adjust the share of the state sales tax and state income tax and to the Department of Transportation for the distribution of Highway User Revenue Funds and vehicle license taxes to reflect the annexation.

A city or town needs to make sure that the Council of Governments which represents the cities and towns in their region on the population estimate committee is fully aware of the annexation in order to have it reflected in the population for expenditure limitation purposes.

⁶⁷State Demographer's Office, Phone: 602-771-2222, Email: pop.info@oeo.az.gov.

⁶⁸In the past for a period of time directly before and after the decennial census count, the Census Bureau has suspended these types of annexation population certifications.

Section VI

DEANNEXATION

The Legislature has provided a procedure for deannexation of land from one municipality and annexation to another incorporated city or town. The procedure for accomplishing such deannexation has been clearly detailed in A.R.S. §9-471.02 and is the only method provided for a city or town to reduce the land area within its boundaries short of special legislation. There is an additional special provision for the deannexation of county parks which is explained at the end of this Section.

For any deannexation not involving a county park, the responsibilities of the city or town wishing to deannex land are as follows.:

- A. The council must pass an ordinance setting forth the legal description of the territory to be deannexed. The area must be contiguous to the annexing municipality.
- B. This ordinance must be filed with the county board of supervisors who shall set a hearing date not less than thirty nor more than sixty days from the date of the filing of the ordinance. The board of supervisors must notify the city or town of the hearing date at least thirty days prior to the scheduled hearing.
- C. The city or town council must notify by letter the owners of any real property in the territory to be deannexed at least twenty days before the hearing by the board of supervisors. This letter must contain the following information:
 1. The area which is to be deannexed and annexed by another city or town.
 2. Notification that such property shall continue to be subject to any tax lawfully assessed against it for the purpose of paying indebtedness contracted by the city or town while the property was within the corporate limits.
 3. Statement that the property owner may protest the deannexation action by letter to the board of supervisors prior to the hearing or in person at the hearing.

The city or town wishing to annex the territory must comply with the following requirements:

- A. Passage of an ordinance setting forth the legal description of the territory and declaring the annexation of the property contingent upon affirmative action by the board of supervisors.
- B. Filing of the above ordinance with the county board of supervisors. The same requirements regarding hearing date and notification by the board of supervisors to the city or town as explained above apply to the city or town wishing to annex the territory.

At the hearing called by the county board of supervisors, if property owners of fifty-one percent or more of the real and personal property to be deannexed protest the action, either by letter or in person at the hearing, then the board of supervisors is statutorily required to deny the deannexation, and therefore the subsequent annexation by another city or town. There is also a one year moratorium on resubmitting the deannexation question to the board.

If no protest is made by property owners of the action or if less than the required number of the affected property owners object, then after the hearing, the board of supervisors is required to order that the territory be deannexed as requested from the city or town and that the same territory be annexed to the other municipality.

A copy of the order of the board of supervisors ordering the deannexation and annexation of the property involved is certified by the clerk of the court and then filed in the recorder's office of the county in which such land is situated.

STATUS OF DEANNEXED LAND FOR TAXATION PURPOSES

The provisions of A.R.S. §9-471.02 authorizing such deannexation and subsequent annexation by another municipality clearly state that the property involved in such a transaction is not exempt from the payment of any taxes lawfully assessed against it for the purpose of paying indebtedness remaining on that property at the time of deannexation.

Further, even if the land has already been deannexed and the council levies a tax upon the property within the city or town for the purpose of paying indebtedness incurred before deannexation, the council does have the authority to levy a tax at the same rate and for the same purpose on the deannexed land.

DEANNEXATION OF COUNTY PARKS

There is a special procedure specified for the deannexation of county owned land such as parks. That procedure specifies that territory may be deannexed, severed and returned to the county by a city or town if the territory is a county owned park, a park operated on public lands by a county as part of a management agreement or land owned by a flood control district. The city or town council wishing to deannex the land adopts by ordinance the legal description of the territory and declares the deannexation. The board of supervisors of the county that intends to receive the returned territory also adopts an ordinance containing the legal description of the territory and schedules a public hearing not less than thirty nor more than sixty days after the date the ordinance is filed. On the holding of the public hearing, the board of supervisors may order that the territory be returned as specified in the ordinance authorized by the city or town.⁶⁹

⁶⁹A.R.S. § 9-471.03.

Appendix A

ANNEXATION TIMELINE

Listed below is a chronology of events that must occur for the annexation of property.

<u>DAY</u>	<u>ACTION STEPS</u>	<u>DEADLINE SET BY LAW</u>
	Prepare map of area proposed for annexation. Careful review of the boundaries and the description is suggested to make sure it meets contiguity, size and shape requirements.	None
	Prepare a plan, policy or procedure to demonstrate how services and infrastructure are to be provided to anticipated development within the annexed area in the next ten years.	Prior to the adoption of the final annexation ordinance.
	If state land, other than state right-of-way or land held by the state by tax deed is included in the proposed annexation, prepare information required by state land department and request approval of state lands selection board and state land commissioner.	None
1	Request from the county assessor's office and the Arizona Department of Revenue (DOR) the name and address of each owner and the assessed value of all property within the boundaries of the proposed annexation (both offices have a maximum of 30 days to respond). The request should include a letter and map of the area. DOR requests 8 copies of the submittal.	None

<u>DAY</u>	<u>ACTION STEPS</u>	<u>DEADLINE SET BY LAW</u>
15	Waiting Period - city will file in the county recorder's office a blank petition setting forth a description, an accurate map of all the exterior boundaries of the territory that is proposed for annexation and a sworn affidavit verifying that territory is not subject to an earlier filing for annexation. State lands selection board and state land commissioner approval will be filed if applicable. Send notice and copies of filings to Clerk of the Board of Supervisors and county assessor.	County holds blank petition for 30 days
30	City will advertise in local paper the area proposed to be annexed. Newspaper must be published or circulated in the city or town and the territory proposed to be annexed.	15 days before the end of the waiting period
30	City receives value data from the county assessor and Department of Revenue.	
	A. Post notice of the public hearing in at least three conspicuous public places in the territory proposed to be annexed.	6 days prior to the hearing
	B. Notice by mail to chairman of county board of supervisors.	6 days prior to the hearing
	C. Notice by mail to each owner of real and personal property within territory proposed to be annexed. Include proposed map.	6 days prior to the hearing
36	City council has public hearing to discuss the annexation proposal.	Within the last 10 days of the 30 day waiting period

<u>DAY</u>	<u>ACTION STEPS</u>	<u>DEADLINE SET BY LAW</u>
46	Obtain signatures on annexation petitions: A. One-half or more of the persons owning real and personal property that would be subject to taxation by the city in the event of annexation. (assessed valuation). B. More than one-half of the persons owning real and personal property that would be subject to taxation by the city in the event of annexation. (ownership).	Within one year of the last day of the waiting period
60	Petition complete. Signed petition, copy filed with city clerk - original filed in the office of the county recorder.	Within one year of the last day of the waiting period
61	City posts public notice of special city council meeting for reading of annexation ordinance (need minimum of 24 hours notice).	24 hours before meeting
63	City council adopts annexation ordinance. (Time frame for this step depends on ordinance adoption procedure such as number of readings, optional public hearing, etc.) Annexation protest/contest period ends and annexation becomes final. Clerk files copy of annexation ordinance with clerk of the board of supervisors.	30 days after the adoption of the annexation ordinance 60 days after annexation ordinance becomes final

Appendix B

STATE LAW PROVISIONS ON ANNEXATION

Section 9-471. Annexation of territory; procedures; notice; petitions; access to information; restrictions

- A. The following procedures are required to extend and increase the corporate limits of a city or town by annexation:
1. A city or town shall file in the office of the county recorder of the county in which the annexation is proposed a blank petition required by paragraph 4 of this subsection setting forth a description and an accurate map of all the exterior boundaries of the territory contiguous to the city or town proposed to be annexed, except that a city or town shall not file an annexation petition that includes any territory for which an unsuccessful annexation was attempted by the same city or town until at least forty-five days after completion of the unsuccessful attempt. A property owner may waive the forty-five day waiting period for the owner's property that was part of the original unsuccessful annexation. Notice and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The accurate map shall include all county rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation. If state land, other than state land utilized as state rights-of-way or land held by the state by tax deed, is included in the territory, written approval of the state land commissioner and the selection board established by section 37-202 shall also be filed. For the purposes of this paragraph, "unsuccessful annexation" means an annexation attempt that was withdrawn or that was not completed pursuant to this section.
 2. Signatures on petitions filed for annexation shall not be obtained for a waiting period of thirty days after filing the blank petition.
 3. After filing the blank petition pursuant to paragraph 1 of this subsection, the governing body of the city or town shall hold a public hearing within the last ten days of the thirty day waiting period to discuss the annexation proposal. The public hearing shall be held in accordance with title 38, chapter 3, article 3.1, except that, notwithstanding section 38-431.02, subsections C and D, the following notices of the public hearing to discuss the annexation proposal shall be given at least six days before the hearing:
 - (a) Publication at least once in a newspaper of general circulation, which is published or circulated in the city or town and the territory proposed to be annexed, at least fifteen days before the end of the waiting period.

- (b) Posting in at least three conspicuous public places in the territory proposed to be annexed.
 - (c) Notice by first class mail sent to the chairman of the board of supervisors of the county in which the territory proposed to be annexed is located.
 - (d) Notice by first class mail with an accurate map of the territory proposed to be annexed sent to each owner of the real and personal property as shown on the list furnished pursuant to subsection G of this section that would be subject to taxation by the city or town in the event of annexation in the territory proposed to be annexed. For the purposes of this subdivision, “real and personal property” includes mobile, modular and manufactured homes and trailers only if the owner also owns the underlying real property.
- 4. Within one year after the last day of the thirty day waiting period a petition in writing signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the city or town in the event of annexation, as shown by the last assessment of the property, may be circulated and filed in the office of the county recorder. For the purposes of this paragraph, “real and personal property” includes mobile, modular and manufactured homes and trailers only if the owner also owns the underlying real property.
 - 5. No alterations increasing or reducing the territory sought to be annexed shall be made after a petition has been signed by a property owner.
 - 6. The petitioner shall determine and submit a sworn affidavit verifying that no part of the territory for which the filing is made is already subject to an earlier filing for annexation. The county recorder shall not accept a filing for annexation without the sworn affidavit.
- B. All information contained in the filings, the notices, the petition, tax and property rolls and other matters regarding a proposed or final annexation shall be made available by the appropriate official for public inspection during regular office hours.
 - C. Any city or town, the attorney general, the county attorney, or any other interested party may upon verified petition move to question the validity of the annexation for failure to comply with this section. The petition shall set forth the manner in which it is alleged the annexation procedure was not in compliance with this section and shall be filed within thirty days after adoption of the ordinance annexing the territory by the governing body of the city or town and not otherwise. The burden of proof shall be upon the petitioner to prove the material allegations of the verified petition. No action shall be brought to question the validity of an annexation ordinance unless brought within the time and for the reasons provided in this subsection. All hearings provided by this section and all appeals therefrom shall be preferred and heard and determined in preference to all other civil matters, except election actions. In the event more than one petition questioning the validity of an annexation ordinance is filed,

all such petitions shall be consolidated for hearing. If two or more cities or towns show the court that they have demonstrated an active interest in annexing any or all of the area proposed for annexation, the court shall consider any oral or written agreements or understandings between or among the cities and towns in making its determination pursuant to this subsection.

- D. The annexation shall become final after the expiration of thirty days from the adoption of the ordinance annexing the territory by the city or town governing body, provided the annexation ordinance has been finally adopted in accordance with procedures established by statute, charter provisions or local ordinances, whichever is applicable, subject to the review of the court to determine the validity thereof if petitions in objection have been filed. After adoption of the annexation ordinance, the clerk of the city or town shall provide a copy of the adopted annexation ordinance to the clerk of the board of supervisors of each county that has jurisdiction over the annexed area within sixty days of the annexation becoming final.
- E. For the purpose of determining the sufficiency of the percentage of the value of property under this section, such values of property shall be determined as follows.
 - 1. In the case of property assessed by the county assessor, values shall be the same as shown by the last assessment of the property.
 - 2. In the case of property valued by the department of revenue, values shall be appraised by the department in the manner provided by law for municipal assessment purposes.
- F. For the purpose of determining the sufficiency of the percentage of persons owning property under this section, the number of persons owning property shall be determined as follows:
 - 1. In the case of property assessed by the county assessor, the number of persons owning property shall be as shown on the last assessment of the property.
 - 2. In the case of property valued by the department of revenue, the number of persons owning property shall be as shown on the last valuation of the property.
 - 3. If an undivided parcel of property is owned by multiple owners, such owners shall be deemed as one owner for the purposes of this section.
 - 4. If a person owns multiple parcels of property, such owner shall be deemed as one owner for the purposes of this section.
- G. The county assessor and the department of revenue, respectively, shall furnish to the city or town proposing an annexation within thirty days after a request therefor a statement in writing showing the owner, the address of each owner and the appraisal and assessment of all such property.

- H. Territory is not contiguous for the purposes of subsection A, paragraph 1 of this section unless:
1. It adjoins the exterior boundary of the annexing city or town for at least three hundred feet.
 2. It is, at all points, at least two hundred feet in width, excluding rights-of-way and roadways.
 3. The distance from the existing boundary of the annexing city or town where it adjoins the annexed territory to the furthest point of the annexed territory from such boundary is no more than twice the maximum width of the annexed territory.
- I. A city or town shall not annex territory if as a result of such annexation unincorporated territory is completely surrounded by the annexing city or town.
- J. Notwithstanding any provisions of this article to the contrary, any town incorporated prior to 1950 which had a population of less than two thousand persons by the 1970 census and which is bordered on at least three sides by Indian lands may annex by ordinance territory owned by the state within the same county for a new townsite which is not contiguous to the existing boundaries of the town.
- K. Subsections H and I of this section do not apply to territory which is surrounded by the same city or town or which is bordered by the same city or town on at least three sides.
- L. A city or town annexing an area shall adopt zoning classifications that permit densities and uses no greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land.
- M. The annexation of territory within six miles of territory included in a pending incorporation petition filed with the county recorder pursuant to section 9-101.01, subsection C shall not cause an urbanized area to exist pursuant to section 9-101.01 that did not exist prior to the annexation.
- N. As an alternative to the procedures established in this section, a county right-of-way or roadway may be annexed to an adjacent city or town by mutual consent of the governing bodies of the county and city or town if the property annexed is adjacent to the annexing city or town for the entire length of the annexation and if the city or town and county each approve the proposed annexation as a published agenda item at a regular public meeting of their governing bodies.
- O. On or before the date the governing body adopts the ordinance annexing territory, the governing body shall have approved a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new

development within ten years after the date when the annexation becomes final pursuant to subsection D of this section.

- P. If a property owner prevails in any action to challenge the annexation of the property owner's property, the court shall allow the property owner reasonable attorney fees and costs relating to the action from the annexing municipality.
- Q. A city or town may annex territory that is a county owned park or a park operated on public lands by a county as part of a management agreement if otherwise agreed to by the board of supervisors. If the board of supervisors does not agree to the annexation, the county owned park or park operated on public lands by a county as part of a management agreement shall be excluded from the annexation area, notwithstanding subsections H and I of this section. A county owned park or park operated on public lands by a county as part of a management agreement that is excluded from the annexation area pursuant to this subsection may subsequently be annexed with the permission of the board of supervisors notwithstanding any other provision of this section. For the purposes of this subsection, "public lands":
 - 1. Has the same meaning prescribed in section 37-901.
 - 2. Does not include lands owned by a flood control district.

Section 9-471.01. Dates of signatures on petition; time limitation for validity of signatures

- A. Each person signing a petition for the annexation of territory to a city or town shall, at the time he signs, write upon the petition the date on which he signs the petition.
- B. A signature on a petition for annexation shall not be valid if the petition has not been filed or accepted for filing within two years after the date the signature was placed on the petition.

Section 9-471.02. Deannexation of Land From One Municipality and Annexation to Another Municipality

- A. Notwithstanding any other provision of law to the contrary, territory may be deannexed and severed from one city or town and annexed to another city or town in accordance with the provisions of this section if the territory which is deannexed is contiguous to the city or town which annexes the territory.
- B. The governing body of a city or town which intends to deannex the territory shall by ordinance set forth the legal description of the territory and shall declare the deannexation of the territory contingent upon the fulfillment of the conditions of this section.

- C. The governing body of the city or town which intends to annex the territory shall by ordinance set forth the legal description of the territory and shall declare the annexation of the territory contingent upon fulfillment of the conditions of this section.
- D. The ordinance passed by each governing body shall be filed with the board of supervisors which shall set a hearing date of not less than thirty nor more than sixty days from the date of the filing of the ordinances and shall notify the governing body of each city or town of the hearing date at least thirty days prior to the date.
- E. The governing body of the city or town desiring to deannex territory shall notify by letter the owner of any real property in the territory to be deannexed at least twenty days before the hearing by the board of supervisors. Such notification shall specify that the area is to be deannexed and annexed to another city or town and that such property shall continue to be subject to any tax lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the governing body of the city or town while the property was within the corporate limits. The letter shall state that the property owner may protest the action by letter to the board of supervisors prior to the hearing or in person at the hearing. If property owners of fifty-one percent or more of the land area of the territory to be deannexed protest the action, then the board of supervisors shall deny the deannexation of the territory. No such action so denied shall be resubmitted to the board of supervisors for at least one year following such denial.
- F. Upon determining that the requirements of this section have been satisfied and upon the holding of the public hearing and upon determination that the protests filed are insufficient as defined by this section, the board of supervisors shall order that the territory be deannexed from one city or town and that the same territory be annexed to another city or town as specified in the two ordinances authorized by this section.
- G. The land deannexed and annexed shall not thereby be exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the corporate authorities of such city or town while such land was within the limits thereof and which remains unpaid, and for the payment of which such land could be lawfully taxed.
- H. Whenever the governing body or the city or town which has deannexed territory shall levy a tax upon the property within such city or town for the purpose of paying indebtedness incurred before such deannexation, or any part thereof, and interest thereon, such governing body shall have the authority to levy a tax at the same rate and for the same purpose on the land so deannexed. In case the owner of any land so deannexed shall pay off and discharge a portion of such indebtedness equal in amount to the same proportion of the indebtedness which the assessed value of his land bears to the entire assessed value of all the property subject to taxation for the payment of such indebtedness, calculated according to the last assessment previous to such payment, then such land shall be exempted from further taxation to pay such indebtedness. Upon such payment being made, the canceled bonds or other evidences of payment of such portion of such indebtedness shall be deposited with the clerk of such city or town and a certificate shall be given by him stating that such payment has been made.

- I. A copy of the order of the board of supervisors ordering the deannexation and annexation of any land described in any city or town, certified by the clerk of the court, shall be filed for record in the recorder's office of the county in which such land is situated. Such record, or a copy of such order or decree, certified by the clerk of such court, shall be proof of the deannexation and annexation of such land.

Section 9-471.03. Return of certain land to county; procedures

- A. Notwithstanding any other law, territory may be deannexed, severed and returned to the county by a city or town if the territory is a county owned park, a park operated on public lands by a county as part of a management agreement or land owned by a flood control district.
- B. The governing body of a city or town that intends to return the territory to the county shall set forth by ordinance the legal description of the territory and shall declare the deannexation and return of the territory contingent on the fulfillment of the conditions of this section.
- C. The board of supervisors of the county that intends to receive the returned territory shall set forth by ordinance the legal description of the territory and shall declare the return of the territory contingent on fulfillment of the conditions of this section.
- D. The board of supervisors shall set a public hearing not less than thirty nor more than sixty days after the date the ordinance is filed. On the holding of the public hearing, the board of supervisors may order that the territory be returned as specified in the ordinance authorized by the city or town.

Appendix C

MODEL ANNEXATION PETITION

TO THE HONORABLE MAYOR AND COUNCIL OF THE (CITY/TOWN) OF _____, ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the (City/Town) of _____ in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the (City/Town) of _____, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit "A" and made a part hereof, request the (City/Town) of _____ to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the (City/Town) of _____ and located in _____ County, Arizona, is as follows:

(Description)

[illegible][illegible]

Appendix D

MODEL AFFIDAVIT REGARDING ANNEXATION

Personally appears before me, _____, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed _____ of the City/Town of _____, Arizona and I am qualified to make this affidavit on behalf of and for the City/Town.
3. I have made a diligent search of the records of the Office of the Clerk of the City/Town and of the Office of the _____ County Recorder for any annexation filing which might involve territory sought to be annexed in the City/Town Annexation Petition, which is filed herewith, with exhibits, in the Office of the _____ County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.

(Name and Title)

SWORN TO AND SUBSCRIBED before me
this _____ day of _____, 20__.

Notary Public for the State of Arizona

My commission expires: _____

Appendix E

A MODEL ANNEXATION ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE (CITY/TOWN) OF _____, _____ COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING (CITY/TOWN) LIMITS OF THE (CITY/TOWN) OF _____.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the (City/Town) of _____, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the (City/Town) of _____ in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the (City/Town) of _____, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the (City/Town) of _____, and to extend and increase the corporate limits of the (City/Town) of _____ so as to embrace the same; and

WHEREAS, the Mayor and Council of the (City/Town) of _____, Arizona, are desirous of complying with said petition and extending and increasing the corporate limits of the (City/Town) of _____ to include said territory; and

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the (City/Town) of _____, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been

fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the (City/Town) Clerk of the (City/Town) of _____, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the county recorder;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE (CITY/TOWN) OF _____, ARIZONA, AS FOLLOWS:

SECTION 1. That the following described territory be, and the same hereby is, annexed to the (City/Town) of _____, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present (City/Town) limits, to wit:

(Legal description of area to be annexed may be description by lot and block, or legal description of perimeter of area to be annexed.)

SECTION 2. That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the (City/Town) of _____, certified by the Mayor of said (City/Town), be forthwith filed and recorded in the office of the County Recorder of _____ County, Arizona and that a copy of this ordinance be provided to the Clerk of the Board of Supervisors of _____ County, Arizona.

SECTION 3. WHEREAS, it is necessary for the preservation of the peace, health and safety of the (City/Town) of _____ that this ordinance become immediately effective, an emergency is declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Common Council of the (City/Town) of _____, Arizona, this _____ day of _____, 20_____.

APPROVED this _____ day of _____, 20_____.

Mayor

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

Note: A map of the area annexed along with the certification of the map must be included with the ordinance and published with the ordinance. The certification appears on the next page.

CERTIFICATION OF MAP

MAP OF AREA TO BE ANNEXED

I, _____, Mayor of the (City/Town) of _____, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. _____, annexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be included within the corporate limits of the (City/Town) of _____, Arizona.

Mayor

ATTEST:

Clerk

Appendix F

ANNEXATION MAP DISTRIBUTION

The following list of agencies has been compiled to provide some direction on the distribution of the annexation map and, when applicable, the annexation ordinance as well. Such notifications vary considerably across the State, but this list may be helpful to you in preparing your own mailing list.

- A. County Offices
 - 1. Recorder
 - 2. Assessor
 - 3. Clerk of the Board of Supervisors
 - 4. Engineer
 - 5. Highway Department
 - 6. Planning and Zoning Commission
 - 7. Election Department
- B. Gas, Electric, Telephone, Cable and other utilities serving the city/town
- C. Arizona Department of Transportation
206 South 17th Avenue
Phoenix, Arizona 85007
- D. Department of Revenue (annexation ordinance and map)
1600 West Monroe
Phoenix, Arizona 85007
- E. Office of Economic Opportunity
State Demographer's Office
100 North 15th Ave, Suite 103
Phoenix, Arizona 85007
- F. Postmaster
- G. Chief, Voting Section
Civil Rights Division
Room 7254 - NWB
Department of Justice
950 Pennsylvania Ave., NW
Washington, DC 20530

- H. U.S. Census Bureau
Geography Division
Boundary and Annexation
Washington, D.C. 20233-7400
or
e-mail to geo.bas@census.gov (Census Bureau prefers e-mail transmittal)
- I. Regional Council of Governments (see address in back of League directory)

Each city or town may need to send ordinances to other agencies affected by such annexation.

AGREEMENT BETWEEN OWNER & ENGINEER

FOR

TOWN OF JEROME WASTEWATER TREATMENT PLANT
(WWTP) IMPROVEMENTS

JULY 28, 2022

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AGREEMENT BETWEEN OWNER AND ENGINEER

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 28, 2022 ("Effective Date") between
Town of Jerome ("Owner") and
Pacific Advanced Civil Engineering, Inc. (PACE) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Town of Jerome Wastewater Treatment Plant (WWTP) Improvements ("Project").
Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Design, permitting, bidding and construction for the Town of Jerome WWTP improvements outlined in the United States Department of Agriculture – Rural Development (USDA-RD) Preliminary Engineering Report (PER) dated December 2021.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and

other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A-Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A-Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed, **but Engineer grants Owner the nonexclusive right to use any such Documents.**
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) **to the extent permitted by law**, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including **reasonable** attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

- A. Suspension:
 - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner **and pursuant to A.R.S. Section 38-511.**
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited

right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no

dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. ***Indemnification by Engineer:*** To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, **officials**, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. ***Indemnification by Owner:*** **To the fullest extent permitted by Laws and Regulations,** Owner shall indemnify and hold harmless Engineer and its officers, directors, members,

partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed **including the Owner's officials, officers, agents and employees**. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

- 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- 38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**
- 39. Day -The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. **[Not Used]**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **[Not Used]**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal

department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Town of Jerome**

Engineer: **PACE**

By: _____
Print name: **Brett Klein**
Title: **Town Manager**
Date Signed: _____

By: _____
Print name: **Michael G. Krebs, PE**
Title: **VP of Environmental Water Division**
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

10084-0

State of: **Arizona**

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

P.O. Box 335

Jerome, AZ 86331

Designated Representative (Paragraph 8.03.A):

Brett Klein

Title: **Town Manager**

Phone Number: **(928) 634-7943**

E-Mail Address: **c.gallagher@jerome.az.gov**

8723 E Via de Commercio #A-204

Scottsdale, AZ 85258

Designated Representative (Paragraph 8.03.A):

Michael G. Krebs, PE

Title: **VP of Environmental Water Division**

Phone Number: **(602) 741-2115**

E-Mail Address: **mikekrebs@pacewater.com**

This is **EXHIBIT A**, consisting of **17** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study & Report Phase (*Not Used*)

A1.02 Preliminary Design Phase

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 - 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 - 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 - 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

Exhibit A – Engineer's Services.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. **Detailed scope for the Preliminary Design Phase is included in Appendix 1 of Exhibit A.**
 10. Furnish review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **three (3) hard copies and one (1) electronic copy** of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables **in a timely manner after receipt of Owner's comments to adhere to the Project schedule.**
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or

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changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
 - b. **Detailed scope for the Final Design Phase is included in Appendix 1 of Exhibit A.**
10. Furnish for review by Owner, its legal counsel, **and Agency** and other advisors, copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables,

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and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **three (3) hard copies and one (1) electronic copy** of such final documents to Owner **in a timely manner after receipt of Owner's comments and instructions to adhere to the Project schedule.**
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment J of the RUS Bulletin 1780-26) for this purpose.**
 13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. ~~The deminimis and minor components waiver {add project specific waivers as applicable} apply to this contract.~~**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), **and any other Final Design Phase deliverables and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This

schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
 - a. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
 - b. **Detailed scope for the Bidding Phase is included in Appendix 1 of Exhibit A.**
 10. **Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the engineer's project file and on-site during construction.**
 11. **Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer project file and on-site during construction.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with

Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate **and chair** in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of

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general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
- 10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision

on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A-Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS. Prior to approval**

of any substitute “or equal” obtain a Manufacturers’ Certification letter to verify the products were produced in the United States. Manufacturers’ Certification letters must be kept in the engineer’s project file and on-site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.

19. Inspections and Tests:

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- d. **Receive and review all Manufacturers’ Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers’ Certification letters must be kept in the engineer’s project file and on-site during construction.**

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. **(c) Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
 - c. Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A-Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples,

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and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review the record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
 - b. **Detailed scope for the Construction Phase is included in Appendix 1 of Exhibit A.**
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 - a. **Obtain the Contractors' Certification letter and copies of Manufacturers' Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer's, Contractors', and Manufacturers' Certification letters to the Owner and a copy of Contractor's Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer's name and location, and product(s) to the Agency.**
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. **Detailed scope for the Post Construction Phase is included in Appendix 1 of Exhibit A.**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; **not including preparation of the Environmental Report defined under Basic Services**, review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:

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- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - 17. **[Deleted]**
 - 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 - 19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 - 20. Preparation of operation, maintenance, and staffing manuals.
 - 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 - 22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

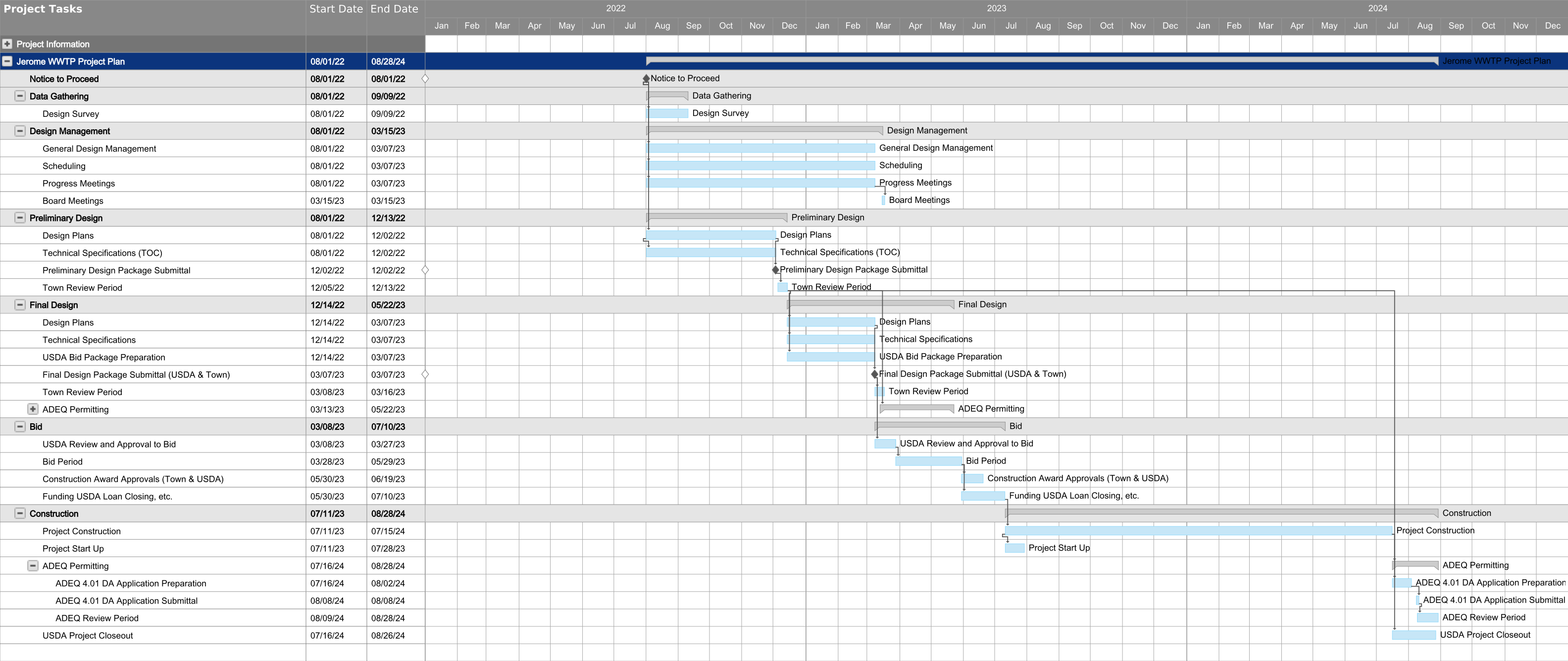
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner, **prior to cost being incurred**, that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; ~~services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;~~ evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes

during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



This is **Appendix 1 of EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

Engineer's Services – Detailed Scope of Work

A. Preliminary Design Phase

1. The billing term for this entire phase is Lump Sum
2. Data Gathering
 - a. Design Survey
 - i. Boundary survey for 401-03-001L & 401-03-043C.
 - ii. Topographic survey for road design. The extent of the topo is to be defined by the design team. It is estimated a 100' wide strip would be sufficient to design the road. Due to the extent of the work, it is assumed an aerial topo would be the most efficient method for data collection. This work will be supplemented by a field survey.
 - iii. Topographic survey for WWTP site- The extent of the topo is to be finalized by the design team. It is assumed the extent of the work will closely resemble the existing site. Due to the extent of the work, it is assumed an aerial topo would be the most efficient method for data collection. This work will be supplemented by a field survey.
 - iv. Topographic survey for the sewer line- The extent of the topo is to be defined by the design team. It is estimated a 100' wide strip would be sufficient to design the sewer. Due to the extent of the work, it is assumed an aerial topo would be the most efficient method for data collection. This work will be supplemented by a field survey.
 - b. Geotechnical Investigation
 - i. Purpose. The purpose of our geotechnical engineering services will be to evaluate the subsurface conditions to provide recommendations and/or discussion for the following:
 - Foundation design parameters, including footing types, depths, allowable bearing capacities, and estimated settlements
 - Slabs-on-grade
 - Excavation conditions
 - Earthwork, including backfill placement and suitability of existing soils for backfill materials
 - Cut slopes
 - Lateral earth pressures
 - Corrosivity
 - Aggregate Surfacing
 - ii. Field Exploration. Conduct the following subsurface exploration program that is based on current site access conditions and our knowledge of the general geotechnical conditions in the area:

- Waste Water Line Alignment – Six test pits excavated to depths of about 10 feet below the existing site grades.
 - SBR Package Plant Area – Two test pits excavated to depths of about 10 feet below the existing site grades.
 - Primary settling and headworks tank Areas – Two test pits excavated to depths of about 10 feet below the existing site grades.
 - Access Road Area – Three test pits excavated to depths of about 5 feet below the existing site grades.
 - All explorations will be advanced to the depths outlined unless refusal to excavator penetration is encountered. A field engineer will log the test pits, record blow counts of penetration tests, and obtain undisturbed and representative samples of soils encountered as conditions dictate.
- iii. Laboratory Testing. A geotechnical engineer will examine the samples and field logs and assign the laboratory tests. The following laboratory tests may be performed:
- Field moisture content
 - In-situ soil density
 - Remolded expansion potential
 - Compression
 - Sieve analysis
 - Liquid limit and plasticity index
 - Soluble salts/sulfates/chlorides
 - Corrosivity (ASTM A674)
- iv. Analyses and Report. Engineer shall prepare a geotechnical engineering report that includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, and design recommendations as required to satisfy the purpose previously described, including recommendations for further investigation and analysis, if necessary.
- c. Collection Line CIPP Feasibility Study
- i. Collection System Main Line Easement determination and clarification for USDA Easement Requirements
 - ii. CCTV of 2,400LF Existing Lines
 - iii. Review CCTV and existing data to determine if Cast in Place Pipe (CIPP) is a feasible alternative to the Town. This investigation will determine if the existing pipe can accommodate CIPP as a carrier pipe and have the capacity to meet the flow demands of the Town.
 - iv. Determine if an easement is needed for the main sewer pipe line. If so, and easement doesn't exist, the surveyor will need to write the easement.
 - v. Deliverables
 - a) Technical Memorandum of Collection Line CIPP Feasibility Study
- d. Hydrologic/Hydraulic Analysis of Bitter Creek

i. Watershed/Hydrologic Analysis

- a) Engineer will develop a hydrologic analysis of the local watershed tributary to the WWTP site to develop the 100-year and 500-year storm event peak flowrates for Bitter Creek. Existing and related data to prepare the analysis will be obtained from the Town of Jerome, Yavapai County, or other relevant sources. The hydrologic analysis will be prepared in accordance with the methodology outlined in the Drainage Design Manual for Yavapai County as well as the most current hydrologic procedures.
- b) The hydrologic analysis will involve:
 - i) watershed mapping and delineation in GIS
 - ii) generation of watershed hydrology parameters which include land use and precipitation
 - iii) rational method analysis

ii. Hydraulic Analysis

- a) Engineer will prepare a hydraulic model of Bitter Creek using the latest version of the Army Corps of Engineers HEC-RAS modeling software. The hydraulic analysis will establish the water surface profiles and hydraulic parameters. Both the existing and the proposed project conditions will be modeled. Channel geometric data will be obtained from digital topography for the project area, to be provided by the Client. The proposed project condition will incorporate preliminary project grading. The analysis will extend along Bitter Creek approximately 5,000 feet (approx. 2,500 feet downstream of the project site, and approx. 2,500 feet upstream of the project site) in order to adequately assess the water surface elevations and reduce any impact from boundary conditions. The 100-year and 500-year flowrate data used in the model will be obtained from the hydrologic analysis in Task 1. The purpose of the hydraulic analysis is to determine the limits of flooding for the 100-year storm event, and establish the 500-year water surface elevation for site design.

iii. Technical Memorandum

- a) Engineer will provide engineering services for the coordination and processing of the Hydrologic and Hydraulics Technical Memorandum through the Town of Jerome. Processing will include one round of correspondence.

e. Cultural Resource Study/Report

i. Class I Cultural Resources Survey

- a) Engineer will complete a Class I (records search) cultural resources inventory as requested by USDA during the funding process. The inventory will identify the nature and scope of previous archaeological investigations and documented cultural properties that intersect the project area and a surrounding 1-mile buffer area. Relevant records will be examined from the National Register

Information System (NRIS), an online database of properties that have been listed on NRHP; AZSITE, an online database of cultural resources in Arizona; and through an in-person or virtual appointment with the ASM Archaeological Records Office (ARO) in Tucson, and the PNF supervisor's office. In addition, historical documents such as General Land Office (GLO) and United States Geological Survey (USGS) maps will be evaluated for potentially undocumented cultural properties within the project area.

- b) Preliminary research and review of the AZSITE database indicates that one cultural resource, the Town of Jerome historic district, encompasses the project area. Site AZ N:8:4(ASM) consists of at least two thousand years of artifact scatters, quarries, masonry structures, rock features, adits, mines, tunnels, public and out buildings, house foundations, water control, devices, the original town dump, and tram towers that have been determined as either eligible for inclusion in the NRHP and/or contributing elements to the historic district under unspecified criteria. This includes a mix of Arizona/National Register for Historic Places (A/NRHP) eligible, not eligible, and indeterminate historic properties.

ii. Cultural Resources Technical Report

- a) Engineer will prepare a Survey Report Summary Form (SRSF) that presents the results of the Class I survey. The SRSF will contain maps, NRHP-eligibility recommendations, as appropriate, and recommendations for a Class III pedestrian survey, the treatment, preservation, or avoidance of A/NRHP-eligible cultural resources that could be impacted by ground-disturbing activities. Logan Simpson will also evaluate previous Class III surveys and determine whether an updated Class III pedestrian cultural resources survey in accordance with SHPO Guidance Point No. 5.
- b) The report will be subjected to a three-stage Quality Assurance/Quality Control process, which includes a technical review of all data by the Principal Investigator and a content review to ensure clarity and compliance with ASM and Arizona State Historic Preservation (SHPO) standards. All project-related materials will be curated at ASM at the conclusion of the project.
- c) Assumes that approximately 37 acres and a 1-mile buffer will require background research for the Class I survey. This scope of work does not include consultation assistance; the USDA will be responsible for preparing and distributing consultation letters. PACE assumes that no Class III pedestrian survey will be required. If a Class III pedestrian survey is necessary, a cost modification will be required.

3. Preliminary Design

a. Preliminary Design Management

- i. Overall management of the Preliminary Design Phase will include efforts to ensure quality of the work product, schedule control, and cost control. All

work activities will be monitored and status will be provided to Owner through ongoing communications.

- ii. Engineer shall attend all necessary Town Council and staff meetings for providing updates and addressing any questions or concerns regarding the design efforts.
- iii. Progress Meetings will be held on an as needed basis. These meetings will provide a forum for delivery of project deliverables as well as meeting agendas. Agendas will identify efforts and accomplishments since the last meeting and establish expectations for the next meeting. This task includes the efforts to track time, calculate and prepare monthly invoicing base on a schedule of value format.
- iv. Schedule Management will be provided. Engineer shall develop and maintain current a project schedule that will be provided to Owner and discussed at the Progress Meetings.
- v. Deliverables
 - a) Meeting Agendas & Minutes
 - b) Invoices Schedules

b. WWTP Access Road Design

- i. Engineer shall prepare 60% general/civil design plans for the construction of improvements to the access road to the WWTP. These plans shall include survey control data, paving, grading, earthwork and drainage plans.
 - a) Cover sheet with plan index and from: to station numbers.
 - b) Alignment Plan and Profile (P&P) Sheets with a horizontal scale 1" = 40'. Plan shall depict station numbering at 100' intervals and profiles shall show a ground elevation line for all alignments. Roads will be provided with cross sectional details as needed.
 - c) The upper access road shall be established along the original roadway alignment outside of the Town of Jerome Cemetery.
 - d) The lower access road into the WWTP shall follow the general alignment of the existing road and switchbacks into the facility. The preliminary alignment will be based on the layout originally proposed by Shepard Wesnitzer Inc in 2014.
 - e) It is not anticipated that the plans will require intersection or utility crossing details.

c. Collection Main Line Design

- i. Engineer shall prepare 60% design plans for the construction of the Collection System. These plans shall include:
 - a) Cover sheet with plan index and from: to station numbers.
 - b) Index sheet showing the overall alignment with referencing to an alignment plan and profile sheet for each portion of the collection main line design.
 - c) Alignment Plan and Profile (P&P) Sheets for the individual portion of the collection line alignment design with horizontal scale 1" = 40'

and vertical scale = 1" = 5'. Plan shall depict station numbering at 100' intervals and profiles shall show a ground elevation line for all alignments.

- d) P&P sheets shall depict an accurate placement and depth of all existing utilities. Station numbers shall be shown on the alignment profiles for all identified utilities.
- e) Profile sheets shall show the slope and length of pipe to be constructed along with invert elevations for all new pipes.
- f) Construction call out notes with construction quantities shall be utilized on all plan sheets.
- g) If required, roadway and street repair design can be provided on an allowance basis.

d. WWTP Mechanical & Civil Design

- i. Engineer shall prepare 60% design plans for the construction of the Mechanical and Civil design.
- ii. Process design shall include development of the detailed control and operational schemes for the various processes and process units. The process schematic diagrams and hydraulic profiles will be developed and incorporated into the construction documents. The design will include the mechanical equipment, location and arrangement of the equipment and the associated piping, design of the equipment and the associated piping, and design of the supports for equipment and piping. Construction drawings for equipment and piping will be prepared for the mechanical design.
 - a) Mechanical and Process Design Drawings
 - i) Headworks Modifications
 - ii) Secondary Biological Treatment Process utilizing Sequential Batch Reactors (SBRs)
 - iii) New Biosolids Dewatering Equipment and repurposing of existing Reed Beds
 - iv) Upgraded Chlorine Disinfection System
 - v) If applicable, Engineer shall provide design for a metal operation building for the dewatering and electrical requirements as part of the design plans and specifications.
 - vi) Engineer shall prepare Preliminary Drawings for the construction of the above-mentioned processes and mechanical equipment.
 - vii) Engineer shall prepare a Preliminary Engineering Report, containing the design and process considerations for Client Review.
 - iii. General/civil design shall include the, development of plant and survey control, site drainage, paving and grading and site yard piping and connection to the conveyance. Construction drawings to be prepared for general/civil design will include Project location maps, plant flow schematics, plant hydraulic profiles, plant layouts and survey control data, paving, grading and drainage plans, utility plans, site piping plans, plant-

wide miscellaneous structure plans and associated details. The Engineer will incorporate the necessary drainage improvements into the site plans.

e. WWTP Electrical Design

- i. Engineer shall prepare 60% design plans for the construction of the Electrical design.
- ii. Engineer shall prepare Electrical site plan of the expanded facility showing the location of new major electrical equipment as related to the expansion to include conduit and wire between equipment. A more detailed electrical plan of each area will be shown to identify each conduit and equipment fed. The plans will show the wiring to be done by the electrical sub-contractor.
- iii. Engineer shall evaluate and if necessary upgrade the existing Service Entrance Section (SES), Automatic Transfer Switch (ATS), and Main Switchboard (MSB) sufficiently sized to accept the loadings of the new WWTP upgrades. Engineer shall evaluate, and if necessary, design upgrades for the Motor Control Center(s) (MCC) to provide power for the building and new treatment equipment as required.
- iv. Engineer shall prepare a single line diagram and load calculations per Town/County and Utility requirements.
- v. Engineer shall provide design of building electrical to include power and lighting for proposed operations and equipment building(s) (if required).
- vi. If necessary, Engineer shall design a new emergency generator sufficient for the proposed WWTP demand loads.
- vii. Engineer shall review mechanical specifications, system descriptions and mechanical shop drawings to determine required field wiring for the new systems.
- viii. Engineer shall prepare Electrical Specifications.
- ix. Engineer shall provide details for electrical equipment mounting where necessary to clarify the intent of the design.
- x. Engineer shall submit Electrical Design Drawings for process equipment, buildings, and site for submittal to Town/County Building Department.

f. Deliverables

- i. 60% Preliminary Design Package for Town Review

B. Final Design Phase

1. The billing term for this entire phase is Lump Sum.
2. Final Design

a. Final Design Management

- i. Overall management of the Preliminary Design Phase will include efforts to ensure quality of the work product, schedule control, and cost control. All work activities will be monitored and status will be provided to Owner through ongoing communications.

- ii. Engineer shall attend all necessary Town Council and staff meetings for providing updates and addressing any questions or concerns regarding the design efforts.
- iii. Progress Meetings will be held on an as needed basis. These meetings will provide a forum for delivery of project deliverables as well as meeting agendas. Agendas will identify efforts and accomplishments since the last meeting and establish expectations for the next meeting. This task includes the efforts to track time, calculate and prepare monthly invoicing base on a schedule of value format.
- iv. Schedule Management will be provided. Engineer shall develop and maintain current a project schedule that will be provided to Owner and discussed at the Progress Meetings.
- v. Deliverables
 - a) Meeting Agendas & Minutes
 - b) Invoices
 - c) Schedules
- b. WWTP Access Road Design
 - i. Engineer shall prepare 100% general/civil design plans for the construction of improvements to the access road to the WWTP. These plans shall include survey control data, paving, grading, earthwork and drainage plans.
 - a) Cover sheet with plan index and from: to station numbers.
 - b) Alignment Plan and Profile (P&P) Sheets with a horizontal scale 1" = 40'. Plan shall depict station numbering at 100' intervals and profiles shall show a ground elevation line for all alignments. Roads will be provided with cross sectional details as needed.
 - c) The upper access road shall be established along the original roadway alignment outside of the Jerome Cemetery located at Jerome-Perkinsville Road.
 - d) The lower access road into the WWTP shall follow the general alignment of the existing road and switchbacks into the facility. The preliminary alignment will be based on the layout originally proposed by Shepard Wesnitzer Inc in 2014.
 - e) It is not anticipated that the plans will require intersection or utility crossing details.
- c. Collection Main Line Design
 - i. Engineer shall prepare 100% design plans for the construction of the Collection System. These plans shall include:
 - a) Cover sheet with plan index and from: to station numbers.
 - b) Index sheet showing the overall alignment with referencing to an alignment plan and profile sheet for each portion of the collection main line design.
 - c) Alignment Plan and Profile (P&P) Sheets for the individual portion of the collection line alignment design with horizontal scale 1" = 40'

and vertical scale = 1" = 5'. Plan shall depict station numbering at 100' intervals and profiles shall show a ground elevation line for all alignments.

- d) P&P sheets shall depict an accurate placement and depth of all existing utilities. Station numbers shall be shown on the alignment profiles for all identified utilities.
- e) Profile sheets shall show the slope and length of pipe to be constructed along with invert elevations for all new pipes.
- f) Construction call out notes with construction quantities shall be utilized on all plan sheets.
- g) If required, roadway and street repair design can be provided on an allowance basis.

d. WWTP Mechanical & Civil Design

- i. Final Mechanical and Process design shall include scope identified in the Preliminary Design and incorporate any changes or comments provided by the Client and Project Team.

- a) Final Mechanical and Process Design Drawings and Specifications

- i) Engineer shall prepare Final Drawings for the construction of the processes and mechanical equipment.
 - ii) Engineer shall prepare a Final Engineering Report, containing the design and process considerations for submittal to ADEQ, the Client, and Project Team.
 - iii) Engineer shall submit Final Drawings and engineering report as required for review and approval to ADEQ for construction.

- ii. Final General/civil design shall include the scope developed in the Preliminary Design and incorporate any changes or comments provided by the Client or Project Team.

- a) General/ Civil Design and Specifications

- b) Upon completion and review by the project team of the Preliminary Design, Engineer shall prepare Final Design submittal package for Town, Client and Project Team review.
 - c) Engineer shall meet with Client to discuss the status of the final design as well as identify any delays or discrepancies from project schedule or project budget.

e. WWTP Electrical Design

f. Deliverables

- i. 100% Preliminary Design Package for Town/USDA-RD Review

- a) Design Plans
 - b) Technical Specifications
 - c) EJCDC Bid Documents
 - d) Design Report

3. Permitting

- a. Payment of any related permit fees will be the responsibility of the Owner.
- b. ADEQ 4.01 Notice of Intent to Discharge (NOI)
 - i. Engineer review permit application requirements and gather necessary information from Owner.
 - ii. Engineer shall coordinate the ADEQ pre-application meeting and attend meeting with Owner.
 - iii. Engineer shall prepare and submit application with applicable documentation to ADEQ. The application shall be modified one time prior to application based on Owner review comments.
 - iv. Engineer shall respond, after consultation with the Owner, to ADEQ review comments.
- c. ADEQ 4.01 Discharge Authorization (DA)
 - i. Engineer review permit application requirements and gather necessary information from Owner.
 - ii. Engineer shall prepare with Engineer's Certificate of Completion and submit application with applicable documentation to ADEQ. The application shall be modified one time prior to application based on Owner review comments.
 - iii. Engineer shall respond, after consultation with the Owner, to ADEQ review comments.
- d. ADEQ APP
 - i. The APP program is administered by ADEQ and regulates facilities that discharge pollutants to the land surface, underlying soil, or groundwater, where there is a reasonable probability that pollutants could reach the aquifer. Wastewater treatment facilities are required to obtain an individual APP for operation. Per ACC R18-9-A211 (Permit Amendments), material and substantial alterations or additions to a permitted facility will require a significant permit amendment.
 - ii. Engineer will assist Owner with preparing the required application for the Significant Amendment to the existing APP for process and equipment modifications and operation of the WRF.
 - iii. The following activities will be required to achieve the permitting objectives stated above:
 - a) APP Pre-Application Meeting
 - i) The Engineer will meet with the ADEQ to discuss the Project, the permitting schedule and permitting objectives.
 - ii) This will take place early in the design phase.
 - b) APP Application Preparation
 - i) The Engineer will collect all of the data required for the APP under AAC Title 18, Chapter 9. This information will be

compiled into the draft APP application and submitted for final review. This information will include general owner/operator information, demonstrations of financial and technical capability and site-specific characteristics. Engineer will provide Owner with draft copies of the APP Significant Amendment application for review and comment prior to submission to ADEQ. To include an Application pre-submission review meeting with ADEQ.

ii) This will take place at 60% design progress.

c) APP Respond to ADEQ Administrative and Technical Comments

i) Engineer will prepare written responses to ADEQ's administrative and technical comments, as necessary, during the review process. The Engineer will work with Owner to prepare timely, adequate responses to the agency.

e. ADEQ AZPDES

i. The Arizona Pollution Discharge Elimination System (AZPDES) Permit program is administered by ADEQ. Propose to modify the existing AZPDES permit for the increase effluent discharge to Bitter Creek, a Waters of the US. Per Section 402 of the Clean Water Act (CWA) a Major Amendment will be required with an increase capacity that is being discharged into a designated Waters of the US.

ii. Engineer will assist Owner with preparing the required application for the Major Amendment to the existing AZPDES for WRF increase discharge capacity from 0.07 MGD to 0.09 MGD.

iii. The following activities will be required to achieve the permitting objectives stated above:

a) AZPDES Pre-Application Meeting

i) The Engineer will meet with the ADEQ to discuss the Project, the permitting schedule and permitting objectives.

ii) This will take place early in the design phase.

b) AZPDES Application Preparation

i) The Engineer will collect all of the data required for the AZPDES under Section 402 of the CWA. This information will be compiled into the draft AZPDES application and submitted for final review. This information will include general information, and site-specific discharge characteristics. Engineer will provide Owner with draft copies of the AZPDES Major Amendment application for review and comment prior to submission to ADEQ. To include an Application pre-submission review meeting with ADEQ.

ii) This will take place at 60% design progress.

c) AZPDES Response to ADEQ Administrative and Technical Comments

- i) Engineer will prepare written responses to ADEQ's administrative and technical comments, as necessary, during the review process. The Engineer will work with Owner to prepare timely, adequate responses to the agency.

f. Deliverables

- i. ADEQ 4.01 Notice of Intent to Discharge (NOI) Permit Package
- ii. ADEQ 4.01 Discharge Authorization (DA) Permit Package
- iii. ADEQ APP Permit Package
- iv. ADEQ AZPDES Permit Package

C. Bidding Phase

1. The billing term for this entire phase is Lump Sum.
2. Bid services will be performed in close communications with USDA-RD to ensure the proper steps are taken.
3. Bid Package Preparation
 - a. Engineer shall prepare new bid documents according to associated RUS Bulletins and using the required EJCDC documents. Work includes, but may not be limited to the following:
 - i. Associated plans and specifications;
 - ii. Bid instructions and bid form;
 - iii. Construction contract and requirements;
 - b. Bid package to be reviewed by USDA-RD for concurrence and authorization to advertise for bid.
 - c. Electronic Bid Documents shall be posted on Quest CDN (via PACE's account) to allow for plan holder tracking and addendum issuance. Note: Anyone downloading plans will be charged a non-refundable fee of \$15.00.
 - d. Engineer shall track registered bidders and perform any other bid process support activities required.
4. Pre-Bid Conference Coordination & Moderation
 - a. Engineer shall assist Owner in coordinating and facilitating the Pre-Bid Conference, including preparing the agenda and meeting minutes.
5. Response to RFIs & Issue Addendum(s)
 - a. Engineer shall prepare written responses to contractors' questions and prepare bid addendum(s) as required to clarify bid requirements.
6. Bid Evaluations & Recommendation
 - a. Engineer shall review contractor bids received and provide recommendations for the contractor selection. Information shall include all items required by the USDA-RD's authorization to advertise for bid letter.
7. Deliverables

- a. Bid Meeting(s) Agenda & Minutes
- b. Bid Tabulations
- c. Bid Evaluation & Recommendation

D. Construction Phase

1. The billing term for this entire phase is Lump Sum.
2. Construction services will be performed in close communications with USDA-RD to ensure the proper steps are taken.
3. Construction Meetings
 - a. Kickoff and progress Meetings will be held on an as needed basis. Meeting agendas will be provided. These meetings provide a forum for submittal of project deliverables, identify efforts and accomplishments since the last meeting and establish expectations for the next meeting, ensuring that we will be available for advice and consultation.
4. Construction Management
 - a. Overall project management/coordination will be provided as required including, but not limited to ensuring completion and organization of project communication/files, efforts to tracking progress and preparing monthly invoicing base on a schedule of value format, quality assurance and quality control (QAQC) and efforts to finalize invoicing with proper close-out documentation, and obtaining all necessary information for Record Drawings and Operations and Maintenance (O&M) Manual.
 - b. Engineer team will provide support to the RPR with show drawings reviews, responding to requests for information (RFIs), fieldwork and coordination as necessary.
5. Startup & Commissioning
 - a. Engineer will provide start up and training assistance to the Owner and the Contractor. Engineer has provided three (3) working days of onsite start up assistance with up to two (2) personnel. This task includes the following:
6. Substantial / Final Completion
 - a. Engineering Certification of Completion (Substantial & Final)
 - b. Prior to Substantial Completion, Engineer shall perform a final inspection of the construction of the project and prepare punch list.
7. O&M Manual
 - a. Engineer shall prepare a complete, navigable Electronic Operation and Maintenance Manual in PDF format for the treatment facility that will include:
 - i. Description of Normal Operation Sequence for Each Process
 - ii. Description of Emergency Procedure for each process
 - iii. Service Requirements
 - iv. Service Manuals for Major equipment, valves and instrumentations
 - v. Record Drawings

- vi. List and Contracts of Equipment and Processes
- vii. List and Contacts of equipment Suppliers, Vendors and Manufactures
- viii. Additional General Service Catalogs
- ix. Engineer shall instruct Owner on proper use and maintenance of O&M Manual.

8. Record Drawings

- a. Engineer will obtain and review the Contractor(s) record drawings in the field for accuracy and completeness. This review is not a guarantee of accuracy but a check on what has been documented to determine if logical. The Contractor(s) is responsible for the record drawing completeness and accuracy.

9. Deliverables

- a. Substantial Completion and Engineer of Record Certification of Completion
- b. Record Drawings
- c. One (1) Electronic O&M Manual for the Wastewater Treatment Plant

E. Post Construction Phase

- 1. The billing term for this entire phase is Lump Sum.
- 2. Post Construction services will be performed in close communications with USDA-RD to ensure the proper steps are taken.
- 3. 11-Month Warranty Inspection
 - a. Engineer will schedule and prepare for an 11-month warranty inspection that will include the Town staff, Engineer, contractor and USDA-RD. Prior to the inspection, the Town will be asked to prepare a punch list of items to be addressed.

F. Resident Project Representative (RPR) Construction Engineer

- 1. The billing term for this task is Lump Sum.
- 2. See Exhibit D for detailed scope of work.

This is **EXHIBIT B**, consisting of **4** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **None.**

B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- A. Signing loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.**
- B. Signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.**
- C. Obtaining the certification letters from the Engineer upon Substantial Completion of the project and maintaining this documentation for the life of the loan.**
- D. Where the owner provides their own engineering and/or construction services, providing copies of engineers', contractors', and manufacturers' certification letters (as applicable) to the Agency. All certification letters must be kept in the engineer's project file and on-site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.**
- E. Where the Owner directly procures American Iron and Steel products, including American Iron and Steel clauses in the procurement contracts and obtaining manufacturers' certifications letters and providing copies to consulting engineers and contractors.**

This is **EXHIBIT C**, consisting of **3** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **July 28, 2022**.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (*other than Resident Project Representative*) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$991,119** based on the following estimated distribution of compensation:

a. Preliminary Design	\$492,035
b. Final Design	\$263,114
c. Bid Services	\$ 44,980
d. Construction Services	\$185,990
e. Post Construction Services	\$ 5,000
 2. **A detailed labor breakdown has been included.**
 3. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
 4. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 - a. **Where efforts and/or Engineer’s Consultant budgets are unknown at the effective date of this contract, a budget allowance has been provided and indicated within Appendix 1 of Exhibit A Engineer’s Services – Detailed Scope of Work and in the included Labor Breakdown.**
 - 1) **Engineer’s allowance tasks and/or subtasks will be billed by hours expended.**
 - 2) **For any Engineer’s Consultant work required, a detailed proposal from the Consultant will be obtained and reviewed by Owner and Agency for**

approval/concurrence prior to use of the allowance budget. The budget billed by the Engineer will be cost plus 10%

5. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges) **including, but not limited to (see Appendix 1 for rates or charges): blueprinting, shipping, travel, reproduction, permit fees and other miscellaneous direct project expenses. The budget billed by the Engineer will be cost plus 10%.**
 6. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in ~~Compensation Packet BC-1~~ this Exhibit C is conditioned on a period of service not exceeding **twenty-four (24)** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

C2.02 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:
1. Resident Project Representative Services: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of **\$315,000**. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
 2. Reimbursable Expenses: In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges) including, but not limited to (see Appendix 1 for rates or charges): blueprinting, shipping, travel, reproduction, permit fees and other miscellaneous direct project expenses. The budget billed by the Engineer will be cost plus 10%.

C2.03 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services

performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (**as of January 1, 2022**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. Other Provisions Concerning Payment for Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

	Units	Cost
<u>Travel</u>		
Mileage (Per Mile)	Mile	\$0.59
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
<u>Outside Reproduction</u>		At Cost
<u>Shipping (FedEx, UPS, Courier, etc.)</u>		At Cost
<u>Misc. (Review Fees, Specific Charges)</u>		At Cost
<u>Reproduction (In-House)</u>		
Sheet Bond - B/W Prints and Copies – All sizes (8 ½ x 11 to 12 x18)	SF	\$0.16
Sheet - Color Prints and Copies – All sizes	SF	\$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	\$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	\$0.88
- Bond (Color)	SF	\$1.56
Roll - Vellum or Mylar Plots	SF	\$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	\$3.12
Report 3-Ring Binders		
≤ 1.5"	EA	\$10.40
1.5" to 3"	EA	\$15.60
> 3"	EA	\$26.00
Coil or GBC Punch Binding	EA	\$1.04

This is **Appendix 2 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$265
Sr. Project Manager / Sr. Consulting Engineer	\$235
Sr. Electrical Engineer / Sr. GIS Analyst	\$225
Project Manager / Consulting Engineer / Sr. I&C Specialist	\$220
Sr. Project Engineer / Sr. Design Engineer	\$200
Instrumentation & Controls Specialist	\$165
Project Engineer / Design Engineer II	\$170
Sr. CAD Designer	\$150
Design Engineer	\$135
Graphic Designer	\$115
CAD Designer / GIS Analyst	\$115
Project Coordinator	\$95
Administrative Support	\$90
Assistant Designer	\$80
G.P.S. Survey Unit (w/ Operator)	\$250
Expert Witness / Legal Consultation	\$350 + Exp.



ENGINEERING FEE ESTIMATE PROJECT WORKSHEET

Project Data	
Project Name:	Jerome WWTP Improvements
Client:	Town of Jerome
PACE Job Number:	B614
Estimate Date:	06/24/2022

PACE Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$265
Sr. Proj. Mgr./Sr. Consulting Engr.	\$235
Sr. Electrical Engineer / Sr. GIS Analyst	\$225
Project Manager /Consulting Engr./Sr. I&C Specialist	\$220
Sr. Proj. Engr./Sr. Design Engr.	\$200
Instrumentation & Controls Specialist	\$165
Proj. Engr./Design Engineer II	\$170
Design Engineer	\$135
Sr. CAD Designer	\$150
CAD Designer/GIS Analyst	\$115
Graphic Designer	\$115
Project Coordinator	\$95
Administrative Support	\$90
Assistant Designer	\$80
G.P.S. Survey Unit (w/Operator)	\$250
Expert Witness/Legal Consultation	\$350 + Exp.

PRELIMINARY DESIGN PHASE	\$492,035
FINAL DESIGN PHASE	\$263,114
BIDDING PHASE	\$44,980
CONSTRUCTION PHASE	\$185,990
POST CONSTRUCTION PHASE	\$5,000
RESIDENT PROJECT REPRESENTATIVE	\$315,000
Total Fee Amount	\$1,306,119

Item No.	Work Item Description	Estimated Manhours									Man-Power Subtotal	Subconsultant Cost	Reimburs. Expenses	Total Task Costs
		Principal	Sr. Project Manager/Sr. Consulting Engr.	Sr. Electrical Engineer/Sr. GIS Analyst	Project Mgr./ Consulting Engr./ Sr. I&C Specialist	Instrumentation & Controls Specialist	Design Engineer	Sr. CAD Designer	CAD Designer /GIS Analyst	Project Coordinator				
		265	235	225	220	165	135	150	115	95				
PRELIMINARY DESIGN PHASE														
20	Data Gathering										\$95,980	\$101,859	\$0	\$197,839
20.1	Design Survey										\$0	\$37,589	\$0	\$37,589
20.3	Geotechnical										\$0	\$8,250	\$0	\$8,250
20.4	Collection Line CIPP Feasibility Study	10	10	32	80		32	72	32	8	\$49,360	\$50,000	\$0	\$99,360
20.5	Hydrologic/Hydraulic Analysis	16			70		116	28	52	12	\$46,620	\$0	\$0	\$46,620
20.6	Cultural Resource Survey/Report										\$0	\$6,020	\$0	\$6,020
30	Preliminary Design										\$252,360	\$39,336	\$2,500	\$294,196
30.1	Preliminary Design Management	40	24		40					24	\$27,320	\$0	\$2,500	\$29,820
30.2	Upper & Lower Access Road Design										\$0	\$39,336	\$0	\$39,336
30.3	Collection Main Line Design	4	8	24	24		24	32	72		\$29,940	\$0	\$0	\$29,940
30.4	WWTP Mechanical & Civil Design	40	80	80	96	84	84	120	320	16	\$150,040	\$0	\$0	\$150,040
30.5	WWTP Electrical Design	4	16	80	32	24		32	56		\$45,060	\$0	\$0	\$45,060
PRELIMINARY DESIGN PHASE TOTAL											\$348,340	\$141,195	\$2,500	\$492,035
FINAL DESIGN PHASE														
40	Final Design										\$167,840	\$26,224	\$1,500	\$195,564
40.1	Design Management	24	16		24					16	\$16,920	\$0	\$1,500	\$18,420
40.2	Upper & Lower Access Road Design										\$0	\$26,224	\$0	\$26,224
40.3	Collection Main Line Design	2	4	16	16		16	24	56		\$20,790	\$0	\$0	\$20,790
40.4	WWTP Mechanical & Civil Design	24	48	48	72	72	32	80	220	16	\$99,300	\$0	\$0	\$99,300
40.5	WWTP Electrical Design	2	8	60	24	16		16	40		\$30,830	\$0	\$0	\$30,830
41	Permitting										\$66,850	\$0	\$700	\$67,550
41.1	ADEQ 4.01 Notice of Intent to Discharge (NOI)	2	4		24		30	4	8	8	\$13,080	\$0	\$150	\$13,230
41.2	ADEQ 4.01 Discharge Authorization (DA)	2	4		24		30	4	8	8	\$13,080	\$0	\$150	\$13,230
41.3	ADEQ APP	4	8		40		38	8	16	24	\$22,190	\$0	\$200	\$22,390
41.4	ADEQ AZPDES	4	6		32		30	8	16	20	\$18,500	\$0	\$200	\$18,700
FINAL DESIGN PHASE TOTAL											\$234,690	\$26,224	\$2,200	\$263,114
BIDDING PHASE														
50	Bid Services										\$42,580	\$0	\$2,400	\$44,980
50.1	Bid Package Preparation	8	4		16		16			40	\$12,540	\$0	\$1,200	\$13,740
50.2	Pre-Bid Conference	8			8					2	\$4,070	\$0	\$1,200	\$5,270
50.3	Response to RFIs & Issue Addenda	8	16		40		40			24	\$22,360	\$0	\$0	\$22,360
50.4	Bid Evaluations & Recommendation	4	4		4		4			2	\$3,610	\$0	\$0	\$3,610
BIDDING PHASE TOTAL											\$42,580	\$0	\$2,400	\$44,980
CONSTRUCTION PHASE														
60	Construction Services										\$172,950	\$0	\$13,040	\$185,990
60.1	Construction Meetings	80	80		96		96			32	\$77,120	\$0	\$6,840	\$83,960
60.2	Construction Management	32	40		96					32	\$42,040	\$0	\$0	\$42,040
60.3	Startup & Commissioning		8		24			24			\$10,760	\$0	\$5,000	\$15,760
60.4	Sub/Final Completion	8			8						\$3,880	\$0	\$1,200	\$5,080
60.5	O&M Manual	2	8		24		80			24	\$20,770	\$0	\$0	\$20,770
60.6	Record Drawings	2	2		16		16	32	60		\$18,380	\$0	\$0	\$18,380
CONSTRUCTION PHASE TOTAL											\$172,950	\$0	\$13,040	\$185,990
POST CONSTRUCTION PHASE														
61	Post Construction Services										\$5,000	\$0	\$0	\$5,000
61.1	11-Month Warranty Inspection										\$5,000	\$0	\$0	\$5,000
POST CONSTRUCTION PHASE TOTAL											\$5,000	\$0	\$0	\$5,000
RESIDENT PROJECT REPRESENTATIVE														
62	Resident Project Representative										\$315,000	\$0	\$0	\$315,000
62	Resident Project Representative (14 Months)										\$315,000	\$0	\$0	\$315,000
RESIDENT PROJECT REPRESENTATIVE PHASE TOTAL											\$315,000	\$0	\$0	\$315,000
TOTALS		330	398	340	930	196	684	484	956	308	\$1,118,560	\$167,419	\$20,140	\$1,306,119

This is **EXHIBIT D**, consisting of **5** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
 - g. **Maintain all Manufacturers' Certification letters in the project file and on-site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable.**
12. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. **[Deleted]**
 - c. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: **Town of Jerome WWTP Improvements**

OWNER: **Town of Jerome**

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: **Town of Jerome WWTP Improvements**

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: **Pacific Advanced Civil Engineering, Inc. (PACE)**

NOTICE DATE:

To: **Town of Jerome**
Owner

And To: _____
Contractor

From: **Pacific Advanced Civil Engineering, Inc. (PACE)**
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated **June 24, 2022**, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: **\$1,000,000**
 - 2) Bodily injury by disease, each employee: **\$1,000,000**
 - 3) Bodily injury/disease, aggregate: **\$1,000,000**
- c. General Liability --
 - 1) Each Occurrence
(Bodily Injury and Property Damage): **\$1,000,000**
 - 2) General Aggregate: **\$2,000,000**
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: **\$5,000,000**
 - 2) General Aggregate: **\$5,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made **\$3,000,000**
 - 2) Annual Aggregate **\$6,000,000**

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --

Exhibit G – Insurance.

- | | |
|--|--------------------|
| 1) Bodily injury, Each Accident | \$1,000,000 |
| 2) Bodily injury by Disease, Each Employee | \$1,000,000 |
| 3) Bodily injury/Disease, Aggregate | \$1,000,000 |

c. General Liability --

- | | |
|--|--------------------|
| 1) General Aggregate: | \$1,000,000 |
| 2) Each Occurrence
(Bodily Injury and Property Damage): | \$2,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|--------------------|
| 1) Per Occurrence: | \$5,000,000 |
| 2) General Aggregate: | \$5,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. **Pacific Advanced Civil Engineering, Inc. (PACE)**
Engineer
- b. **Southwestern Environmental Consultants, Inc.**
Engineer's Consultant
- c. **Western Technologies, Inc.**
Engineer's Consultant
-

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- B. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **[Mediator To Be Determined]**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted bylaws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.

B. Indemnification by Owner **Limited to Amount of Insurance Proceeds:**

1. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project. **The total liability, in the aggregate, of Owner and Owner's officers, officials, agents and employees to Engineer and anyone claiming by, through, or under Engineer for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Owner or Owner's officers, officials, agents and employees (hereafter "Engineer's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Owner by Owner's insurers in settlement or satisfaction of**

Engineer's Claims under the terms and conditions of Owner's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

ENGINEER AGREEMENT CERTIFICATION

PROJECT NAME: Jerome WWTP Improvements

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ <u>991,119</u>
Resident Project Observation	\$ <u>315,000</u>
Additional Services	\$ <u>0</u>
TOTAL:	\$ <u>1,306,119</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.



Engineer

06/24/22

Date

Michael G. Krebs, PE - Vice President of Environmental Water

Name and Title

Owner

Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Exhibit A to 655 Holley Avenue Lease Agreement

Item / Action	Hourly Estimate	Hourly Wage	Maximum Cost	Notes
Full Cleaning and Sanitizing	16-24 Hours	\$30.00	720.00	Downstairs exterior door - big issues
Repair and Replace Doors	4-12 Hours	\$30.00	360.00	
Preparation and Interior Painting	20-30 Hours	\$30.00	900.00	
Preparation and Exterior Painting	40-60 Hours	\$30.00	1,800.00	
Clean and / or Refinish Wood Floors	40-60 Hours	\$30.00	1,800.00	OTJ Hours
Clean and / or Replace the Carpet	10-20 Hours	\$30.00	600.00	
Replace Toilets	4 Hours	\$30.00	120.00	
Repair Bathroom Faucets	4-8 Hours	\$30.00	240.00	
Repair and / or Replace Kitchen Faucet	2-4 Hours	\$30.00	120.00	
Refinish Bathroom Tub	4-8 Hours	\$30.00	240.00	
Repair and / or Replace Front Stairs	6-10 Hours	\$30.00	300.00	
Oversight of Contractors (Asbestos Test, etc)	8-16 Hours	\$0.00	0.00	
Miscellaneous Repair Items (will be itemized)	6-12 Hours	\$30.00	360.00	
Maximum Total In-kind Lease Deduction:			7,560.00	



Permit # _____

Special Event Permit Application

Thank you for choosing the Town of Jerome for your special event.

Please fill out this packet and submit to the Town Manager.

- All information must be submitted at least 30 days prior to the event.
- There will be a Fee, due at the time of application submission.
- For questions regarding Special Event Permits, please contact Jerome Town Hall at (928) 634-7943.

Town Use Only			
Date Submitted: _____	Fee: _____	Date Paid: _____	
Paid via: <input type="checkbox"/> Check # _____ <input type="checkbox"/> C.C. <input type="checkbox"/> Cash			
<i>Special Event Approvals</i>			
Town Manager:			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
*Fire Inspector:			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
*Zoning Administrator:			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
*Police Chief:			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
*Building Inspector/Public Works:			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
*Other approvals as needed based on scope of event			

Applicant Information

Name of Applicant	<u>Toni Ross</u>	Date:	<u>7-22-22</u>
Name of Organization/Sponsor	<u>Jerome Indie Film & Music Festival</u>		
Federal Tax or 501 (c)(3) Number			
Applicant's Mailing Address	<u>P.O. Box 442</u>		
City	<u>Jerome</u>	State	<u>AZ</u>
		Zip	<u>86331</u>
Applicant's Contact Information			
Email	<u>tonir66@live.com</u>		
Business Phone #	<u>602 434 4786</u>	Cell Phone #	
Emergency Contact for Date of Event			
Name	<u>Toni Ross</u>	Phone #	<u>602 434 4786</u>

Event Information

Name of Event	<u>Jerome Wine, Food & Flower Festival</u>			
Date/Dates of Event- if event is longer than two (2) consecutive days, formal approval by Town Council will be required:				
Set-Up Date/Time:	From	<u>10/1 8am</u>	To	<u>10/1 11am</u>
Tear-Down Date/Time:	From	<u>10/1 5pm</u>	To	<u>10/1 8pm</u>
Number of expected Participants	<u>400</u>			
Will an admission or registration fee be charged?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Fee	<u>\$50 General admission</u>
Please describe the event:				
<u>wine tasting / food tasting</u>				
<u>live music</u>				
<u>artisan vendors</u>				
<u>food vendors</u>				
<u>\$85 VIP admission</u>				

Event Information Continued

Will the Special Event take place on property owned or leased by the Town of Jerome?

YES ☒

NO ☐

If yes, which property? Upper Park, lower park / chamber

If no, what is the physical address for the event? _____

Special Events which occur on a Town right-of-way or on property owned or leased by the Town require an "Application for Facility Use." Please complete and submit along with the Special Event Permit Application.

Special Event Access

Please include a description of the primary access routes to the property and available parking for the crowds anticipated. Special traffic control may be required for larger events.

Upper Park - wine & food tasting
The upper park will be accessed via staircases from main st. guests will park in paid parking, free parking on the street & 300 level parking.
Lower Park - wine & food tasting - artisan vendors
The lower park will be accessed via Hull Ave. guests will park in paid parking, free parking on the street & 300 level parking.
Council chambers - panels, workshops & discussions
Council chambers will be accessed via Clark St. guests will park in paid parking, free parking on street & 300 level parking.

Food and Beverage

Will Alcohol be Sold?

☒ YES

☐ NO

If yes, please submit approval documents from the Arizona Department of Liquor Licenses and Control.

Will Food be Sold?

☒ YES

☐ NO

If yes, please submit approval documents from the Yavapai County Health Services Department.

Separate permits or approvals may be required by County or State agencies.

Documentation of all applicable approvals must be provided prior to event.

Provisions for Noise, Trash, and Signs

Will there be outdoor, amplified sound at the event?

☒ YES ☐ NO

Jerome Town Code section 10-1-13 restricts the volume and hours of outdoor sound and amplification devices. Loud noise that is a public nuisance is prohibited. The Town reserves the right to limit the hours of the Special Event to avoid unreasonable interference with adjacent properties.

Please describe outdoor/amplified sound to be used:

Live music

Will there be outdoor lighting, or other electrical needs?

☒ YES ☐ NO

Please describe:

a few vendors may need electricity.

Will trash be created during the Special Event?

☒ YES ☐ NO

Cleanup of the site, including removal of all waste and temporary structures, must be completed by 10:00 a.m. of the morning following the end of the Special Event. Please comply with Jerome Town Code, section 9-1, Garbage and Trash Collection.

Will the Special Event require signage?

☒ YES ☐ NO

*All signage must comply with Section 509 of the Jerome Zoning Ordinance.
A separate sign permit is not required for Special Event signs.*

Please describe all needed signage:

*Sign announcing dates of festival.
When the festival arrives, that sign will
be replaced with a sign that directs
people to our festival box office.*

Special events conducted within the Town shall be in compliance with applicable Town ordinances and State and County regulations.

YMP (initials) I acknowledge that I have read and understood the Special Event Ordinance for the Town of Jerome and will comply with all applicable regulations.



Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 FAX (928) 634-0715

Application for Facility Use

Please complete and return this application and Hold Harmless Agreement (attached) to the office of the Town Clerk, P.O. Box 335, Jerome, AZ 86331, together with a CERTIFICATE OF INSURANCE, if required by the Town, naming the Town of Jerome as an Additional Insured with respect to this event.

YOUR APPLICATION MUST BE APPROVED BY THE TOWN BEFORE A PERMIT CAN BE ISSUED, and should be submitted at least 30 days prior to the event.

Name of Applicant: Toni Ross
Address: P.O. Box 442 - Jerome, AZ 86331
Telephone: 602 434-4786

If applicant is an organization, list officers:

Name	Address	Telephone

Requesting the use of:

- ☐ UPPER PARK (Parcel 401-06-156) ☐ 300 LEVEL PARKING LOT (Parcel 401-03-015L)
☐ LOWER PARK/SLIDING JAIL (Parcel 401-06-075) ☐ MIDDLE PARK (Parcel 401-06-015)
☒ COUNCIL CHAMBERS (Parcel 401-10-002)

Date of Use: 10-1-22 Rain Date: _____
Hours of Use: 8am-5pm Approximate # of people: 50-75

In making this application, the undersigned does hereby agree to comply with all ordinances and regulations of the Town of Jerome and the laws of the State of Arizona which govern such usage.

Toni Ross
Signature
7-22-22
Date of application

Toni Ross
Print Name
P.O. Box 442
Address
602 434 4786
Telephone



Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA

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Toni Ross

Address:

P.O. Box 442 Jerome, AZ 86331

Telephone:

602 434-4786

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☒ LOWER PARK/SLIDING JAIL (Parcel 401-06-075) ☐ MIDDLE PARK (Parcel 401-06-015)
☐ COUNCIL CHAMBERS (Parcel 401-10-002)

Date of Use:

10-1-22

Rain Date:

Hours of Use:

8am - 8pm

Approximate # of people:

300

In making this application, the undersigned does hereby agree to comply with all ordinances and regulations of the Town of Jerome and the laws of the State of Arizona which govern such usage.

Signature

Date of application

Toni Ross

7-22-22

Print Name

Address

Telephone

Toni Ross

P.O. Box 442 Jerome, AZ 86331

602 434-4786



Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 FAX (928) 634-0715

Application for Facility Use

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Address: P.O. Box 442 - Jerome, AZ 86331
Telephone: (602) 434-4786

If applicant is an organization, list officers:

Name	Address	Telephone

Requesting the use of:

- ☒ UPPER PARK (Parcel 401-06-156) ☐ 300 LEVEL PARKING LOT (Parcel 401-03-015L)
☐ LOWER PARK/SLIDING JAIL (Parcel 401-06-075) ☐ MIDDLE PARK (Parcel 401-06-015)
☐ COUNCIL CHAMBERS (Parcel 401-10-002)

Date of Use: 10-1-22 Rain Date: _____
Hours of Use: 8am - 8pm Approximate # of people: 125

In making this application, the undersigned does hereby agree to comply with all ordinances and regulations of the Town of Jerome and the laws of the State of Arizona which govern such usage.

Toni Ross
Signature
7-22-22
Date of application

Toni Ross
Print Name
P.O. Box 442 - Jerome, AZ
Address
(602) 434-4786
Telephone
86331

Checklist of Requirements

- ☐ 1. Completed Special Event Permit Application.
- ☐ 2. Completed Application for Facility Use (if applicable).
- ☐ 3. Completed Hold Harmless Agreement of Indemnification.
- ☐ 4. Certificate of insurance in the amount of no less than one million dollars (\$1,000,000) of general liability coverage naming the Town of Jerome as additional insured and referencing the specific activity and date(s).
- ☐ 5. Liquor License (if applicable).
- ☐ 6. Health Department Approval (if applicable).
- ☐ 7. All other permits required by County or State Agencies.
- ☐ 8. Permit filing fee.
- ☐ 9. Written approval from Police Chief/Fire Inspector (if applicable).

HOLD HARMLESS AGREEMENT

I, Toni Ross, shall, through the signing of this Agreement, indemnify, hold harmless and defend the Town of Jerome, Arizona and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, damage or injury to person or property during work performed by Jerome wine festival & flower festival the Town of Jerome during the period 10/1/22 thru 10/1/22.

Signed this 26th day of July, 2021.

Signature: Toni Ross

Name (print): Toni Ross

Witness: [Signature]



Permit # _____

Special Event Permit Application

Thank you for choosing the Town of Jerome for your special event.

Please fill out this packet and submit to the Town Manager.

- All information must be submitted at least 30 days prior to the event.
- There will be a Fee, due at the time of application submission.
- For questions regarding Special Event Permits, please contact Jerome Town Hall at (928) 634-7943.

<i>Town Use Only</i>			
Date Submitted _____	Fee: _____	Date Paid: _____	
Paid via: <input type="checkbox"/> Check # _____		<input type="checkbox"/> C.C. <input type="checkbox"/> Cash	
<i>Special Event Approvals</i>			
Town Manager:			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
*Fire Inspector:			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
*Zoning Administrator:			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
*Police Chief:			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
*Building Inspector/Public Works			
Approve <input type="checkbox"/> Deny <input type="checkbox"/>	Date: _____	Comments: _____	
<i>Other approvals as needed based on scope of event.</i>			

The Jerome Art in the Park Project

Sponsored by the Jerome Chamber of Commerce

The Idea:

To promote Arizona artists, honor the rich history of Jerome, beautify the upper park back wall, and create a fun community event. We would also have a fun outdoor gallery of local artists for locals and tourists alike to enjoy.

How we Would Do It:

We will invite local artists to submit their idea for an art project that has a historic connection to Jerome. Artists must reside in Arizona with preference to Jerome artists. They would submit their design ideas to the Jerome chamber of commerce. The chamber board would select the artists together by committee. Artists would be paid for their work by the chamber.

Each artist would have an art space with room for 15 artworks in the upper park.

We would have the selected artists come on the same day so we could make it a fun family friendly community event with live music and a fun local party with all of the artists painting at the same time.

What We Need:

We are seeking approval from the city to go ahead with the project in the upper park.

We are looking at 2 months of submissions / preparations and "painting" day being Sunday, September 25th.

How would it affect the walls in the Upper Park?

This project would have no impact on the walls by using the grout in the flagstone to hang the wooden backing for the canvases and projects which can be easily repaired. Chuck Romberger, who is an engineer, will help with the hanging and securing the art with utmost care for the walls.

We are hoping to make this a yearly event. With the canvases secured to the wood, they can easily be removed and replaced without re-hanging.

Best,

Ginger Mackenzie
President Jerome Chamber of Commerce

Ingrid Sarris
VP Jerome Chamber of Commerce

Applicant Information

Name of Applicant	<u>Ginger Mackenzie</u>	Date:	<u>7/27/22</u>
Name of Organization/Sponsor	<u>Jerome Chamber of Commerce</u>		
Federal Tax or 501 (c)(3) Number			
Applicant's Mailing Address	<u>P.O. Box 281</u>		
City	<u>Jerome</u>	State	<u>AZ</u> Zip <u>86331</u>
Applicant's Contact Information			
Email	<u>GingerMackBerlin@gmail.com</u>		
Business Phone #	<u>928 284 8053</u>	Cell Phone #	
Emergency Contact for Date of Event			
Name	<u>Ginger</u>	Phone #	<u>928 284 8053</u>

Event Information

Name of Event	<u>"Art in The Park"</u>		
Date/Dates of Event- if event is longer than two (2) consecutive days , formal approval by Town Council will be required:			
Set-Up Date/Time:	From	<u>10-12 AM</u>	To
Tear-Down Date/Time:	From	<u>5-7 PM</u>	To
Number of expected Participants	<u>12-15 Plus Community</u>		
Will an admission or registration fee be charged? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Fee _____			
Please describe the event:			
<u>★ See Attached Letter</u>			
<u>we would hang & prepare</u>			
<u>The Artist Stations the</u>			
<u>day before - also included</u>			
<u>in insurance certificate</u>			

Event Information Continued

Will the Special Event take place on property owned or leased by the Town of Jerome?

YES ☒

NO ☐

If yes, which property? Upper Park

If no, what is the **physical address** for the event? _____

Special Events which occur on a Town right-of-way or on property owned or leased by the Town require an "Application for Facility Use." Please complete and submit along with the Special Event Permit Application.

Special Event Access

Please include a description of the primary access routes to the property and available parking for the crowds anticipated. Special traffic control may be required for larger events.

Access From upper
& Lower stairs. Street
& 300 Lot PARKING

Food and Beverage

Will Alcohol be Sold?

☐ YES

☒ NO

If yes, please submit approval documents from the Arizona Department of Liquor Licenses and Control.

Will Food be Sold?

☐ YES

☒ NO

If yes, please submit approval documents from the Yavapai County Health Services Department.

*Separate permits or approvals may be required by County or State agencies.
Documentation of all applicable approvals must be provided prior to event.*

Provisions for Noise, Trash, and Signs

Will there be outdoor, amplified sound at the event?

☒ YES ☐ NO

Jerome Town Code section 10-1-13 restricts the volume and hours of outdoor sound and amplification devices. Loud noise that is a public nuisance is prohibited. The Town reserves the right to limit the hours of the Special Event to avoid unreasonable interference with adjacent properties.

Please describe outdoor/amplified sound to be used:

Small P.A. For the band

Will there be outdoor lighting, or other electrical needs?

☒ YES ☐ NO

Please describe:

For the band
Small P.A.

Will trash be created during the Special Event?

☒ YES ☐ NO

Cleanup of the site, including removal of all waste and temporary structures, must be completed by 10:00 a.m. of the morning following the end of the Special Event. Please comply with Jerome Town Code, section 9-1, Garbage and Trash Collection.

Will the Special Event require signage?


☒ YES ☐ NO

*All signage must comply with Section 509 of the Jerome Zoning Ordinance.
A separate sign permit is not required for Special Event signs.*

Please describe all needed signage:

Signs by the Steps
Advertising the event
on day of!

Special events conducted within the Town shall be in compliance with applicable Town ordinances and State and County regulations.

 (initials) I acknowledge that I have read and understood the Special Event Ordinance for the Town of Jerome and will comply with all applicable regulations.

Checklist of Requirements

- ☒ 1. Completed Special Event Permit Application.
- ☒ 2. Completed Application for Facility Use (if applicable).
- ☒ 3. Completed Hold Harmless Agreement of Indemnification.
- ☒ 4. Certificate of insurance in the amount of no less than one million dollars (\$1,000,000) of general liability coverage naming the Town of Jerome as additional insured and referencing the specific activity and date(s).

Butler Levitt
will supply by
the weekend

- ☐ 5. Liquor License (if applicable).
- ☐ 6. Health Department Approval (if applicable).
- ☒ 7. All other permits required by County or State Agencies.

- ☒ 8. Permit filing fee.

- ? ☐ 9. Written approval from Police Chief/Fire Inspector (if applicable).



Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 FAX (928) 634-0715

Application for Facility Use

Please complete and return this application and Hold Harmless Agreement (attached) to the office of the Town Clerk, P.O. Box 335, Jerome, AZ 86331, together with a CERTIFICATE OF INSURANCE, if required by the Town, naming the Town of Jerome as an Additional Insured with respect to this event.

YOUR APPLICATION MUST BE APPROVED BY THE TOWN BEFORE A PERMIT CAN BE ISSUED, and should be submitted at least 30 days prior to the event.

Name of Applicant: Jerome Chamber of Commerce
Address: P.O. Box K / 310 Hwy 2
Telephone: 928 284 8053

If applicant is an organization, list officers:

Name	Address	Telephone
Ginger Mackenzie	310 Hwy 1	928 284 8053
Ingrid Sarris	P.O. Box K	928 266-5701
Jessie Hale	Jerome, AZ	602 864-4113

Requesting the use of:

- ☒ UPPER PARK (Parcel 401-06-156) ☐ 300 LEVEL PARKING LOT (Parcel 401-03-015L)
☐ LOWER PARK/SLIDING JAIL (Parcel 401-06-075) ☐ MIDDLE PARK (Parcel 401-06-015)
☐ COUNCIL CHAMBERS (Parcel 401-10-002)

Date of Use: Sep 24 & 25 Rain Date: NA

Hours of Use: 10-7 Approximate # of people: 12 Participants

50 visitors

In making this application, the undersigned does hereby agree to comply with all ordinances and regulations of the Town of Jerome and the laws of the State of Arizona which govern such usage.

[Signature]
Signature
July
Date of application

Ginger Mackenzie
Print Name
P.O. Box 281
Address
928 284 8053
Telephone

HOLD HARMLESS AGREEMENT

I, Jerome chamber of commerce, shall, through the signing of this Agreement, indemnify, hold harmless and defend the Town of Jerome, Arizona and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, damage or injury to person or property during work performed by the chamber in the Town of Jerome during the period Sep 27, 2021 thru From 10 AM 7 PM.

Signed this 27th day of July, 2021.

Signature: Ginger Mackenzie

Name (print): Ginger Mackenzie

Witness: Joshua Hunt
Joshua Hunt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Butler-Leavitt Insurance Agency 405 South Main Street Cottonwood AZ 86326	CONTACT NAME: Tammie Slater PHONE (A/C, No, Ext): (928) 634-5521 E-MAIL ADDRESS: tammie-slater@leavitt.com FAX (A/C, No): (866) 298-7798
INSURED Jerome Chamber of Commerce Drawer K Jerome AZ 86331	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2242207791 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		SE1038980	08/10/2022	08/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded Employee Benefits \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Each Common Cause Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Art in the Park Sept 24, 2022 & September 25, 2022 9am-7pm. Hanging display and view art. live music- no alcohol.
Certificate holder is listed as additional insured per attached policy form IH 12 00

CERTIFICATE HOLDER

Town of Jerome
600 Clark Street
PO Box 335
Jerome

AZ 86331

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 59 SBA BV5100



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

THE TOWN OF JEROME
PO BOX 335
JEROME, AZ 86331
RE: EVENT CHILI COOK OFF

Section 13-9-6 Demand reduction strategies “stage 1 water alert”

1. DEMAND REDUCTION STRATEGY I -- “WATER ALERT” Goal: The normal, correct state of the Cleopatra Hill water tanks is full to the brim and slightly overflowing. During the period May 1 through September 30 or each year, or if there has been no overflow from the tanks for 48 consecutive hours, Demand Reduction Strategy I will be implemented to reduce demand and return the tanks to their normal state. The Town Manager, or his/her representative, will monitor the tanks on a regular basis to determine when and if such overflow is occurring. Strategy I mandates:

a. Water shall be conserved both inside and outside the home or business using best practices available to minimize waste. No person shall waste water.

b. Outdoor water use shall not occur between the hours of 9:00 AM to 5:00 PM. and shall be limited to no more than two hours a day.

c. Vehicle washing shall only be undertaken with a bucket and hose with a shut off nozzle or other water saving devices such as a pressure washer.

d. Cooling of outdoor areas with water or misting devices is prohibited.

e. Restaurants shall serve water to customers upon request only and shall display table tents or other types of public notice to this effect.

f. Construction projects shall use only reclaimed water or effluent or supply their own water for on-site use and dust control. During a “Water Alert” the Town of Jerome will read water meters on a monthly basis.

g. Water use shall not exceed 900 gallons per 24-hour period per water utility account site.

TOWN OF JEROME STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Fire Department / Fire Chief, Rusty Blair

Date: 01 August 2022

Meeting Date: 08 August 2022

TITLE:

Updating Water strategy stage 1 restrictions

RECOMMENDED ACTION:

To approve an added items in the stage 1 water restrictions.

ACTION SUMMARY:

DISCUSSION:

Adding to the Stage one water reduction strategy.

Limiting daily water usage to 900 gallons of water per unit per 24-hour period

With an outdoor water use limited to two hours a day.

Background/History:

In the current town code, there is no limit for water usage or the duration for outside watering there is just a request for the citizens to reduce their water usage.

Key Considerations:

With the availability of water during the dry periods of the year and our limited storage.

Adding the water usage and time limit would ensure that there is adequate water for the residents, businesses and if the need were to arise for emergency fire situation.

Community Benefits and Considerations:

Considering Jerome's historical and uniqueness of its water system, we feel the town code needs to be updated.

Community Involvement:

The community is encouraged to review the code and participate in the conservation of water.

Financial Implications:

Financial implications are already in place and enforced.

Options and Alternatives:

Attachments/Exhibits:

3. No mobile food unit exceeding twenty-four (24) feet may park diagonally in a diagonal parking space or park in any manner that occupies more than one (1) diagonal parking space.
4. No mobile food unit shall operate with the serving window facing street traffic.
5. A mobile food unit shall abide by all parking regulations, including posted time limits. A mobile food unit shall not occupy a legal parking space for more than six (6) hours in a twenty-four (24) hour period. "Occupy" within this subsection means within one hundred (100) feet of the place in which the mobile food unit was initially parked.
6. A mobile food vendor shall not claim or attempt to establish any exclusive right to park at a particular street location, unless the parking space is part of a permitted event.

Section 8.6.6 Penalties.

- A. Each day of any violation of any provision of this article shall continue shall constitute a separate offense.
- B. Civil Penalty: Except as otherwise provided herein, violations of any provision of this article shall be civil code offenses which may be adjudicated and enforced by the Town of Jerome civil hearing process set forth in Article 18-3 of the Jerome Town Code.

[Ord. No. 450, 6/11/2019]

ARTICLE 8-7 Short-Term Rental Regulation

- 8-7-1 Title.
- 8-7-2 Findings and Purpose.
- 8-7-3 Definitions.
- 8-7-4 Emergency Contact.
- 8-7-5 Use Regulations.
- 8-7-6 Penalties.

Section 8-7-1 Title

This Article shall be known as the Town of Jerome Short-Term Rental Regulation Article.

Section 8-7-2 Findings and Purpose.

The Town of Jerome is committed to maintaining its small town character, scenic beauty, and natural resources that are the foundation of its economic strength and quality of life. The purpose of this Article is to safeguard the public health and safety of the residents of Jerome and their visitors and guests while preserving the residential character of neighborhoods, minimizing nuisances, and providing equity with other residential and commercial uses. Therefore, the Town does hereby adopt the following provisions in an attempt to protect the public's health and safety in residential neighborhoods.

Section 8-7-3 Definitions.

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Emergency point of contact” means the owner or owner’s designee who is located within 25 miles of the vacation rental, short-term rental, or transient lodging establishment and who is available 24 hours per day, seven days per week for the purpose of responding in person, telephonically, or by electronic mail to complaints, emergencies, or other incidents at the property in a timely manner.

“Transient” means any person who either at the person’s own expense or at the expense of another obtains lodging space or the use of lodging space on a daily or weekly basis, or any other basis for less than 30 consecutive days.

“Transient lodging” means the business of operating for occupancy by transients a hotel or motel, including an inn, tourist home or house, dude ranch, resort, campground, studio or bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure, and also including a space, lot, or slab that is occupied or intended or designed for occupancy by transients in a mobile home or trailer furnished by them for such occupancy. Transient lodging does not include those exceptions identified in A.R.S. § 42-5070(B).

“Vacation rental” or “short-term rental” means any individually or collectively owned single-family or one- to four- family house or dwelling unit or any unit or group of units in a condominium, cooperative, or timeshare that is also a transient public lodging establishment or owner-occupied residential home offered for transient use if the accommodations are not classified for property taxation under A.R.S. § 42-12001. “Vacation rental” and “short- term rental” do not include a unit that is used for any nonresidential use, including retail, restaurant, banquet space, event center, or another similar use.

Section 8-7-4 Emergency contact.

Before renting the property or offering the property for rent, the owner of any vacation rental, short-term rental, or transient lodging establishment shall provide the town with the name, address, e-mail address, and phone number of an emergency point of contact who is available 24 hours per day, seven days per week for the purpose of responding in a timely manner to any complaints, emergencies, or other incidents at the property.

The owner shall notify the Town, in writing, of all changes in the emergency contact information required by this section, not less than 10 days prior to the effective date of the change. The emergency point of contact shall be responsible to ensure that the occupants and guests of the property do not create unlawful noise disturbances, engage in disorderly conduct, or violate provisions of the Jerome Town Code or any state law. Upon notification from the Town that any occupant or guest of the property has created unlawful noise or disturbances, engaged in disorderly conduct, or committed violations of provisions of the Jerome Town Code or any state law, the emergency point of contact shall respond in a timely and appropriate manner to prevent

such conduct. The phrase “in a timely and appropriate manner” shall mean telephonic or in-person contact with the occupants of the property and the Town or the Town’s designee within 60 minutes of a call for each incident.

The contact information for the emergency point of contact shall be posted in a prominent and visible location inside the short-term rental, vacation rental, or transient lodging establishment.

Section 8-7-5 Use regulations.

The Jerome Zoning Ordinance district regulations shall be applied to a short-term rental, vacation rental, or transient lodging establishment in the same manner as other property classified under A.R.S. §§ 42-12003 and 42-12004 except as permitted by state law. The use of any short-term rental, vacation rental, or transient lodging establishment in any single-family residential district shall be limited to the uses identified in the Jerome Zoning Ordinance for that particular zoning district. No vacation rental, short-term rental, or transient lodging establishment in any residential district shall be used for nonresidential uses, including for any special event that would require a permit or license pursuant to Section 10-3 of the Jerome Town Code or as a retail establishment, restaurant, banquet space or any other similar use. The owner of any vacation rental, short-term rental, or transient lodging establishment shall be responsible to ensure that the property complies with all applicable fire, building, health and safety codes, and all other relevant state and local laws. No vacation rental, short-term rental or transient lodging establishment shall be rented or offered for rent without a current, valid transaction privilege tax license. The owner of any vacation rental, short-term rental, or transient lodging establishment shall list the transaction privilege tax license number on each advertisement offering the property for rent.

Section 8-7-6 Penalties.

Failure to comply with this Article may subject the owner of the short-term rental, vacation rental or transient lodging establishment to civil penalties up to \$2,500 per violation.

[Ord. No. 480, 02/08/2022]

vacation rentals; short-term rentals; enforcement

State of Arizona
Senate
Fifty-fifth Legislature
Second Regular Session
2022

CHAPTER 343

SENATE BILL 1168

AN ACT

AMENDING SECTIONS 9-500.39 AND 11-269.17, ARIZONA REVISED STATUTES;
REPEALING SECTION 42-1125.02, ARIZONA REVISED STATUTES; AMENDING SECTION
42-5042, ARIZONA REVISED STATUTES; RELATING TO VACATION RENTALS AND
SHORT-TERM RENTALS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 9-500.39, Arizona Revised Statutes, is amended
3 to read:

4 9-500.39. Limits on regulation of vacation rentals and
5 short-term rentals; state preemption; civil
6 penalties; transaction privilege tax license
7 suspension; definitions

8 A. A city or town may not prohibit vacation rentals or short-term
9 rentals.

10 B. A city or town may not restrict the use of or regulate vacation
11 rentals or short-term rentals based on their classification, use or
12 occupancy except as provided in this section. A city or town may regulate
13 vacation rentals or short-term rentals ~~for the following purposes~~ AS
14 FOLLOWS:

15 1. ~~Protecting~~ TO PROTECT the public's health and safety, including
16 rules and regulations related to fire and building codes, health and
17 sanitation, transportation or traffic control, ~~AND~~ solid or hazardous
18 waste and pollution control, ~~and designation of an emergency point of~~
19 ~~contact~~, if the city or town demonstrates that the rule or regulation is
20 for the primary purpose of protecting the public's health and safety.

21 2. ~~Adopting~~ TO ADOPT and ~~enforcing residential~~ ENFORCE use and
22 zoning ordinances, including ordinances related to noise, protection of
23 welfare, property maintenance and other nuisance issues, if the ordinance
24 is applied in the same manner as other property classified under sections
25 42-12003 and 42-12004.

26 3. ~~Limiting~~ TO LIMIT or ~~prohibiting~~ PROHIBIT the use of a vacation
27 rental or short-term rental for the purposes of housing sex offenders,
28 operating or maintaining a sober living home, selling illegal drugs,
29 liquor control or pornography, obscenity, nude or topless dancing and
30 other adult-oriented businesses.

31 4. ~~Requiring~~ TO REQUIRE the owner of a vacation rental or
32 short-term rental to provide the city or town ~~with~~ AN EMERGENCY POINT OF
33 contact information for the owner or the owner's designee who is
34 responsible for responding to complaints OR EMERGENCIES in a timely manner
35 in person IF REQUIRED BY PUBLIC SAFETY PERSONNEL, over the phone or by
36 email at any time of day before offering for rent or renting the vacation
37 rental or short-term rental. IN ADDITION TO ANY OTHER PENALTY PURSUANT TO
38 THIS SECTION, THE CITY OR TOWN MAY IMPOSE A CIVIL PENALTY OF UP TO \$1,000
39 AGAINST THE OWNER FOR EVERY THIRTY DAYS THE OWNER FAILS TO PROVIDE CONTACT
40 INFORMATION AS PRESCRIBED BY THIS PARAGRAPH. THE CITY OR TOWN SHALL
41 PROVIDE THIRTY DAYS' NOTICE TO THE OWNER BEFORE IMPOSING THE INITIAL CIVIL
42 PENALTY.

43 5. TO REQUIRE AN OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL TO
44 OBTAIN AND MAINTAIN A LOCAL REGULATORY PERMIT OR LICENSE PURSUANT TO TITLE
45 9, CHAPTER 7, ARTICLE 4. AS A CONDITION OF ISSUANCE OF A PERMIT OR

1 LICENSE, THE APPLICATION FOR THE PERMIT OR LICENSE MAY ONLY REQUIRE AN
2 APPLICANT TO PROVIDE THE FOLLOWING:

3 (a) NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS FOR THE OWNER OR
4 OWNER'S AGENT.

5 (b) ADDRESS OF THE VACATION RENTAL OR SHORT-TERM RENTAL.

6 (c) PROOF OF COMPLIANCE WITH SECTION 42-5005.

7 (d) CONTACT INFORMATION REQUIRED PURSUANT TO PARAGRAPH 4 OF THIS
8 SUBSECTION.

9 (e) ACKNOWLEDGMENT OF AN AGREEMENT TO COMPLY WITH ALL APPLICABLE
10 LAWS, REGULATIONS AND ORDINANCES.

11 (f) A FEE NOT TO EXCEED THE ACTUAL COST OF ISSUING THE PERMIT OR
12 LICENSE OR \$250, WHICHEVER IS LESS.

13 6. TO REQUIRE, BEFORE OFFERING A VACATION RENTAL OR SHORT-TERM
14 RENTAL FOR RENT FOR THE FIRST TIME, THE OWNER OR THE OWNER'S DESIGNEE OF A
15 VACATION RENTAL OR SHORT-TERM RENTAL TO NOTIFY ALL SINGLE-FAMILY
16 RESIDENTIAL PROPERTIES ADJACENT TO, DIRECTLY AND DIAGONALLY ACROSS THE
17 STREET FROM THE VACATION RENTAL OR SHORT-TERM RENTAL. NOTICE SHALL BE
18 DEEMED SUFFICIENT IN A MULTI-FAMILY RESIDENTIAL BUILDING IF GIVEN TO
19 RESIDENTS ON THE SAME BUILDING FLOOR. A CITY OR TOWN MAY REQUIRE
20 ADDITIONAL NOTIFICATION PURSUANT TO THIS PARAGRAPH IF THE CONTACT
21 INFORMATION PREVIOUSLY PROVIDED CHANGES. NOTIFICATION PROVIDED IN
22 COMPLIANCE WITH THIS PARAGRAPH SHALL INCLUDE THE PERMIT OR LICENSE NUMBER
23 IF REQUIRED BY THE CITY OR TOWN, THE ADDRESS, AND THE INFORMATION REQUIRED
24 PURSUANT TO PARAGRAPH 4 OF THIS SUBSECTION. THE OWNER OR THE OWNER'S
25 DESIGNEE SHALL DEMONSTRATE COMPLIANCE WITH THIS PARAGRAPH BY PROVIDING THE
26 CITY OR TOWN WITH AN ATTESTATION OF NOTIFICATION COMPLIANCE THAT CONSISTS
27 OF THE FOLLOWING INFORMATION:

28 (a) THE PERMIT OR LICENSE NUMBER OF THE VACATION RENTAL OR
29 SHORT-TERM RENTAL, IF REQUIRED BY THE CITY OR TOWN.

30 (b) THE ADDRESS OF EACH PROPERTY NOTIFIED.

31 (c) A DESCRIPTION OF THE MANNER IN WHICH THE OWNER OR OWNER'S
32 DESIGNEE CHOSE TO PROVIDE NOTIFICATION TO EACH PROPERTY SUBJECT TO
33 NOTIFICATION.

34 (d) THE NAME AND CONTACT INFORMATION OF THE PERSON ATTESTING TO
35 COMPLIANCE WITH THIS PARAGRAPH.

36 7. TO REQUIRE THE OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR
37 SHORT-TERM RENTAL TO DISPLAY THE LOCAL REGULATORY PERMIT NUMBER OR LICENSE
38 NUMBER, IF ANY, ON EACH ADVERTISEMENT FOR A VACATION RENTAL OR SHORT-TERM
39 RENTAL THAT THE OWNER OR OWNER'S DESIGNEE MAINTAINS. A CITY OR TOWN THAT
40 DOES NOT REQUIRE A LOCAL REGULATORY PERMIT OR LICENSE MAY REQUIRE THE
41 OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR SHORT-TERM RENTAL TO
42 DISPLAY THE TRANSACTION PRIVILEGE TAX LICENSE REQUIRED BY SECTION 42-5042
43 ON EACH ADVERTISEMENT FOR A VACATION RENTAL OR SHORT-TERM RENTAL THAT THE
44 OWNER OR OWNER'S DESIGNEE MAINTAINS.

1 8. TO REQUIRE THE VACATION RENTAL OR SHORT-TERM RENTAL TO MAINTAIN
2 LIABILITY INSURANCE APPROPRIATE TO COVER THE VACATION RENTAL OR SHORT-TERM
3 RENTAL IN THE AGGREGATE OF AT LEAST \$500,000 OR TO ADVERTISE AND OFFER
4 EACH VACATION RENTAL OR SHORT-TERM RENTAL THROUGH AN ONLINE LODGING
5 MARKETPLACE THAT PROVIDES EQUAL OR GREATER COVERAGE.

6 ~~C. Within thirty days after a verified violation, a city or town~~
7 ~~shall notify the department of revenue and the owner of the vacation~~
8 ~~rental or short-term rental of the verified violation of the city's or~~
9 ~~town's applicable laws, regulations or ordinances and, if the owner of the~~
10 ~~vacation rental or short-term rental received the verified violation,~~
11 ~~whether the city or town imposed a civil penalty on the owner of the~~
12 ~~vacation rental or short-term rental and the amount of the civil penalty,~~
13 ~~if assessed. If multiple verified violations arise out of the same~~
14 ~~response to an incident at a vacation rental or short-term rental, those~~
15 ~~verified violations are considered one verified violation for the purpose~~
16 ~~of assessing civil penalties pursuant to section 42-1125.02, subsection B.~~

17 C. A CITY OR TOWN THAT REQUIRES A LOCAL REGULATORY PERMIT OR
18 LICENSE PURSUANT TO THIS SECTION SHALL ISSUE OR DENY THE PERMIT OR LICENSE
19 WITHIN SEVEN BUSINESS DAYS OF RECEIPT OF THE INFORMATION REQUIRED BY
20 SUBSECTION B, PARAGRAPH 5 OF THIS SECTION AND OTHERWISE IN ACCORDANCE WITH
21 SECTION 9-835, EXCEPT THAT A CITY OR TOWN MAY DENY ISSUANCE OF A PERMIT OR
22 LICENSE ONLY FOR ANY OF THE FOLLOWING:

23 1. FAILURE TO PROVIDE THE INFORMATION REQUIRED BY SUBSECTION B,
24 PARAGRAPH 5, SUBDIVISIONS (a) THROUGH (e) OF THIS SECTION.

25 2. FAILURE TO PAY THE REQUIRED PERMIT OR LICENSE FEE.

26 3. AT THE TIME OF APPLICATION THE OWNER HAS A SUSPENDED PERMIT OR
27 LICENSE FOR THE SAME VACATION RENTAL OR SHORT-TERM RENTAL.

28 4. THE APPLICANT PROVIDES FALSE INFORMATION.

29 5. THE OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR SHORT-TERM
30 RENTAL IS A REGISTERED SEX OFFENDER OR HAS BEEN CONVICTED OF ANY FELONY
31 ACT THAT RESULTED IN DEATH OR SERIOUS PHYSICAL INJURY OR ANY FELONY USE OF
32 A DEADLY WEAPON WITHIN THE PAST FIVE YEARS.

33 D. A CITY OR TOWN THAT REQUIRES A LOCAL REGULATORY PERMIT OR
34 LICENSE PURSUANT TO THIS SECTION SHALL ADOPT AN ORDINANCE TO ALLOW THE
35 CITY OR TOWN TO INITIATE AN ADMINISTRATIVE PROCESS TO SUSPEND A LOCAL
36 REGULATORY PERMIT OR LICENSE FOR A PERIOD OF UP TO TWELVE MONTHS FOR THE
37 FOLLOWING VERIFIED VIOLATIONS ASSOCIATED WITH A PROPERTY:

38 1. THREE VERIFIED VIOLATIONS WITHIN A TWELVE MONTH PERIOD, NOT
39 INCLUDING ANY VERIFIED VIOLATION BASED ON AN AESTHETIC, SOLID WASTE
40 DISPOSAL OR VEHICLE PARKING VIOLATION THAT IS NOT ALSO A SERIOUS THREAT TO
41 PUBLIC HEALTH AND SAFETY.

42 2. ONE VERIFIED VIOLATION THAT RESULTS IN OR CONSTITUTES ANY OF THE
43 FOLLOWING:

1 (a) A FELONY OFFENSE COMMITTED AT OR IN THE VICINITY OF A VACATION
2 RENTAL OR SHORT-TERM RENTAL BY THE VACATION RENTAL OR SHORT-TERM RENTAL
3 OWNER OR OWNER'S DESIGNEE.

4 (b) A SERIOUS PHYSICAL INJURY OR WRONGFUL DEATH AT OR RELATED TO A
5 VACATION RENTAL OR SHORT-TERM RENTAL RESULTING FROM THE KNOWING,
6 INTENTIONAL OR RECKLESS CONDUCT OF THE VACATION RENTAL OR SHORT-TERM
7 RENTAL OWNER OR OWNER'S DESIGNEE.

8 (c) AN OWNER OR OWNER'S DESIGNEE KNOWINGLY OR INTENTIONALLY HOUSING
9 A SEX OFFENDER, ALLOWING OFFENSES RELATED TO ADULT-ORIENTED BUSINESSES,
10 SEXUAL OFFENSES OR PROSTITUTION, OR OPERATING OR MAINTAINING A SOBER
11 LIVING HOME, IN VIOLATION OF A REGULATION OR ORDINANCE ADOPTED PURSUANT TO
12 SUBSECTION B, PARAGRAPH 3 OF THIS SECTION.

13 (d) AN OWNER OR OWNER'S DESIGNEE KNOWINGLY OR INTENTIONALLY
14 ALLOWING THE USE OF A VACATION RENTAL OR SHORT-TERM RENTAL FOR A SPECIAL
15 EVENT THAT WOULD OTHERWISE REQUIRE A PERMIT OR LICENSE PURSUANT TO A CITY
16 OR TOWN ORDINANCE OR A STATE LAW OR RULE OR FOR A RETAIL, RESTAURANT,
17 BANQUET SPACE OR OTHER SIMILAR USE.

18 3. NOTWITHSTANDING PARAGRAPHS 1 AND 2 OF THIS SUBSECTION, ANY
19 ATTEMPTED OR COMPLETED FELONY ACT, ARISING FROM THE OCCUPANCY OR USE OF A
20 VACATION RENTAL OR SHORT-TERM RENTAL, THAT RESULTS IN A DEATH, OR ACTUAL
21 OR ATTEMPTED SERIOUS PHYSICAL INJURY, SHALL BE GROUNDS FOR JUDICIAL RELIEF
22 IN THE FORM OF A SUSPENSION OF THE PROPERTY'S USE AS A VACATION RENTAL OR
23 SHORT-TERM RENTAL FOR A PERIOD OF TIME THAT SHALL NOT EXCEED TWELVE
24 MONTHS.

25 E. A CITY OR TOWN THAT REQUIRES SEX OFFENDER BACKGROUND CHECKS ON A
26 VACATION RENTAL OR SHORT-TERM RENTAL GUEST SHALL WAIVE THE REQUIREMENT IF
27 AN ONLINE LODGING MARKETPLACE PERFORMS A SEX OFFENDER BACKGROUND CHECK OF
28 THE BOOKING GUEST.

29 F. NOTWITHSTANDING ANY OTHER LAW, A CITY OR TOWN MAY IMPOSE A CIVIL
30 PENALTY OF THE FOLLOWING AMOUNTS AGAINST AN OWNER OF A VACATION RENTAL OR
31 SHORT-TERM RENTAL IF THE OWNER RECEIVES ONE OR MORE VERIFIED VIOLATIONS
32 RELATED TO THE SAME VACATION RENTAL OR SHORT-TERM RENTAL PROPERTY WITHIN
33 THE SAME TWELVE-MONTH PERIOD:

34 1. UP TO \$500 OR UP TO AN AMOUNT EQUAL TO ONE NIGHT'S RENT FOR THE
35 VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS GREATER,
36 FOR THE FIRST VERIFIED VIOLATION.

37 2. UP TO \$1,000 OR UP TO AN AMOUNT EQUAL TO TWO NIGHTS' RENT FOR
38 THE VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS
39 GREATER, FOR THE SECOND VERIFIED VIOLATION.

40 3. UP TO \$3,500 OR UP TO AN AMOUNT EQUAL TO THREE NIGHTS' RENT FOR
41 THE VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS
42 GREATER, FOR A THIRD AND ANY SUBSEQUENT VERIFIED VIOLATION.

43 G. A VACATION RENTAL OR SHORT-TERM RENTAL THAT FAILS TO APPLY FOR A
44 LOCAL REGULATORY PERMIT OR LICENSE IN ACCORDANCE WITH SUBSECTION B,
45 PARAGRAPH 5 OF THIS SECTION, WITHIN 30 DAYS OF THE LOCAL REGULATORY PERMIT

1 OR LICENSE APPLICATION PROCESS BEING MADE AVAILABLE BY THE CITY OR TOWN
2 ISSUING SUCH PERMITS OR LICENSES, MUST CEASE OPERATIONS. IN ADDITION TO
3 ANY FINES IMPOSED PURSUANT TO SUBSECTION F OF THIS SECTION, A CITY OR TOWN
4 MAY IMPOSE A CIVIL PENALTY OF UP TO \$1,000 PER MONTH AGAINST THE OWNER IF
5 THE OWNER OR OWNER'S DESIGNEE FAILS TO APPLY FOR A REGULATORY PERMIT OR
6 LICENSE WITHIN 30 DAYS AFTER RECEIVING WRITTEN NOTICE OF THE FAILURE TO
7 COMPLY WITH SUBSECTION B, PARAGRAPH 5 OF THIS SECTION.

8 H. IF MULTIPLE VERIFIED VIOLATIONS ARISE OUT OF THE SAME RESPONSE
9 TO AN INCIDENT AT A VACATION RENTAL OR SHORT-TERM RENTAL, THOSE VERIFIED
10 VIOLATIONS ARE CONSIDERED ONE VERIFIED VIOLATION FOR THE PURPOSE OF
11 ASSESSING CIVIL PENALTIES OR SUSPENDING THE REGULATORY PERMIT OR LICENSE
12 OF THE OWNER OR OWNER'S DESIGNEE PURSUANT TO THIS SECTION.

13 ~~D.~~ I. If the owner of a vacation rental or short-term rental has
14 provided contact information to a city or town pursuant to subsection B,
15 paragraph 4 of this section and if the city or town issues a citation for
16 a violation of the city's or town's applicable laws, regulations or
17 ordinances or a state law that occurred on the owner's vacation rental or
18 short-term rental property, the city or town shall make a reasonable
19 attempt to notify the owner or the owner's designee of the citation within
20 seven business days after the citation is issued using the contact
21 information provided pursuant to subsection B, paragraph 4 of this
22 section. If the owner of a vacation rental or short-term rental has not
23 provided contact information pursuant to subsection B, paragraph 4 of this
24 section, the city or town is not required to provide such notice.

25 ~~E.~~ J. This section does not exempt an owner of a residential
26 rental property, as defined in section 33-1901, from maintaining with the
27 assessor of the county in which the property is located information
28 required under title 33, chapter 17, article 1.

29 ~~F.~~ K. A vacation rental or short-term rental may not be used for
30 nonresidential uses, including for a special event that would otherwise
31 require a permit or license pursuant to a city or town ordinance or a
32 state law or rule or for a retail, restaurant, banquet space or other
33 similar use.

34 ~~G.~~ L. For the purposes of this section:

35 1. "ONLINE LODGING MARKETPLACE" HAS THE SAME MEANING PRESCRIBED IN
36 SECTION 42-5076.

37 ~~I.~~ 2. "Transient" has the same meaning prescribed in section
38 42-5070.

39 ~~J.~~ 3. "Vacation rental" or "short-term rental":

40 (a) Means any individually or collectively owned single-family or
41 one-to-four-family house or dwelling unit or any unit or group of units in
42 a condominium, ~~OR cooperative or timeshare,~~ that is also a transient
43 public lodging establishment or owner-occupied residential home offered
44 for transient use if the accommodations are not classified for property
45 taxation under section 42-12001. ~~Vacation rental and short-term rental do~~

1 (b) DOES not include a unit that is used for any nonresidential
2 use, including retail, restaurant, banquet space, event center or another
3 similar use.

4 ~~3.~~ 4. "Verified violation" means a finding of guilt or civil
5 responsibility for violating any state law or local ordinance relating to
6 a purpose prescribed in subsection B or ~~F~~ K of this section that has been
7 finally adjudicated.

8 Sec. 2. Section 11-269.17, Arizona Revised Statutes, is amended to
9 read:

10 11-269.17. Limits on regulation of vacation rentals and
11 short-term rentals; state preemption; civil
12 penalties; transaction privilege tax license
13 suspension; definitions

14 A. A county may not prohibit vacation rentals or short-term
15 rentals.

16 B. A county may not restrict the use of or regulate vacation
17 rentals or short-term rentals based on their classification, use or
18 occupancy except as provided in this section. A county may regulate
19 vacation rentals or short-term rentals ~~for the following purposes~~ WITHIN
20 THE UNINCORPORATED AREAS OF THE COUNTY AS FOLLOWS:

21 1. ~~Protecting~~ TO PROTECT the public's health and safety, including
22 rules and regulations related to fire and building codes, health and
23 sanitation, transportation or traffic control, ~~AND~~ solid or hazardous
24 waste and pollution control, ~~and designation of an emergency point of~~
25 ~~contact~~, if the county demonstrates that the rule or regulation is for the
26 primary purpose of protecting the public's health and safety.

27 2. ~~Adopting~~ TO ADOPT and ~~enforcing residential~~ ENFORCE use and
28 zoning ordinances, including ordinances related to noise, protection of
29 welfare, property maintenance and other nuisance issues, if the ordinance
30 is applied in the same manner as other property classified under sections
31 42-12003 and 42-12004.

32 3. ~~Limiting~~ TO LIMIT or ~~prohibiting~~ PROHIBIT the use of a vacation
33 rental or short-term rental for the purposes of housing sex offenders,
34 operating or maintaining a sober living home, selling illegal drugs,
35 liquor control or pornography, obscenity, nude or topless dancing and
36 other adult-oriented businesses.

37 4. ~~Requiring~~ TO REQUIRE the owner of a vacation rental or
38 short-term rental to provide the county with contact information for the
39 owner or the owner's designee who is responsible for responding to
40 complaints OR EMERGENCIES in a timely manner in person IF REQUIRED BY
41 PUBLIC SAFETY PERSONNEL, over the phone or by email at any time of day
42 before offering for rent or renting the vacation rental or short-term
43 rental. IN ADDITION TO ANY OTHER PENALTY PURSUANT TO THIS SECTION, THE
44 COUNTY MAY IMPOSE A CIVIL PENALTY OF UP TO \$1,000 AGAINST THE OWNER FOR
45 EVERY THIRTY DAYS THE OWNER FAILS TO PROVIDE CONTACT INFORMATION AS

1 PRESCRIBED BY THIS PARAGRAPH. THE COUNTY SHALL PROVIDE THIRTY DAYS'
2 NOTICE TO THE OWNER BEFORE IMPOSING THE INITIAL CIVIL PENALTY.

3 5. TO REQUIRE AN OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL TO
4 OBTAIN AND MAINTAIN A LOCAL REGULATORY PERMIT OR LICENSE. AS A CONDITION
5 OF ISSUANCE OF A PERMIT OR LICENSE, THE APPLICATION FOR THE PERMIT OR
6 LICENSE MAY ONLY REQUIRE AN APPLICANT TO PROVIDE THE FOLLOWING:

7 (a) NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS FOR THE OWNER OR
8 OWNER'S AGENT.

9 (b) ADDRESS OF THE VACATION RENTAL OR SHORT-TERM RENTAL.

10 (c) PROOF OF COMPLIANCE WITH SECTION 42-5005.

11 (d) CONTACT INFORMATION REQUIRED PURSUANT TO PARAGRAPH 4 OF THIS
12 SUBSECTION.

13 (e) ACKNOWLEDGMENT OF AN AGREEMENT TO COMPLY WITH ALL APPLICABLE
14 LAWS, REGULATIONS AND ORDINANCES.

15 (f) A FEE NOT TO EXCEED THE ACTUAL COST OF ISSUING THE PERMIT OR
16 LICENSE OR \$250, WHICHEVER IS LESS.

17 6. TO REQUIRE, BEFORE OFFERING A VACATION RENTAL OR SHORT-TERM
18 RENTAL FOR RENT FOR THE FIRST TIME, THE OWNER OR THE OWNER'S DESIGNEE OF A
19 VACATION RENTAL OR SHORT-TERM RENTAL TO NOTIFY ALL SINGLE-FAMILY
20 RESIDENTIAL PROPERTIES ADJACENT TO, DIRECTLY AND DIAGONALLY ACROSS THE
21 STREET FROM THE VACATION RENTAL OR SHORT-TERM RENTAL. NOTICE SHALL BE
22 DEEMED SUFFICIENT IN A MULTI-FAMILY RESIDENTIAL BUILDING IF GIVEN TO
23 RESIDENTS ON THE SAME BUILDING FLOOR. A COUNTY MAY REQUIRE ADDITIONAL
24 NOTIFICATION PURSUANT TO THIS PARAGRAPH IF THE CONTACT INFORMATION
25 PREVIOUSLY PROVIDED CHANGES. NOTIFICATION PROVIDED IN COMPLIANCE WITH
26 THIS PARAGRAPH SHALL INCLUDE THE PERMIT OR LICENSE NUMBER IF REQUIRED BY
27 THE COUNTY, THE ADDRESS, AND THE INFORMATION REQUIRED PURSUANT TO
28 PARAGRAPH 4 OF THIS SUBSECTION. THE OWNER OR THE OWNER'S DESIGNEE SHALL
29 DEMONSTRATE COMPLIANCE WITH THIS PARAGRAPH BY PROVIDING THE COUNTY WITH AN
30 ATTESTATION OF NOTIFICATION COMPLIANCE THAT CONSISTS OF THE FOLLOWING
31 INFORMATION:

32 (a) THE PERMIT OR LICENSE NUMBER OF THE VACATION RENTAL OR
33 SHORT-TERM RENTAL, IF REQUIRED BY THE COUNTY.

34 (b) THE ADDRESS OF EACH PROPERTY NOTIFIED.

35 (c) A DESCRIPTION OF THE MANNER IN WHICH THE OWNER OR OWNER'S
36 DESIGNEE CHOSE TO PROVIDE NOTIFICATION TO EACH PROPERTY SUBJECT TO
37 NOTIFICATION.

38 (d) THE NAME AND CONTACT INFORMATION OF THE PERSON ATTESTING TO
39 COMPLIANCE WITH THIS PARAGRAPH.

40 7. TO REQUIRE THE OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR
41 SHORT-TERM RENTAL TO DISPLAY THE LOCAL REGULATORY PERMIT NUMBER OR LICENSE
42 NUMBER, IF ANY, ON EACH ADVERTISEMENT FOR A VACATION RENTAL OR SHORT-TERM
43 RENTAL THAT THE OWNER OR OWNER'S DESIGNEE MAINTAINS. A COUNTY THAT DOES
44 NOT REQUIRE A LOCAL REGULATORY PERMIT OR LICENSE MAY REQUIRE THE OWNER OR
45 OWNER'S DESIGNEE OF A VACATION RENTAL OR SHORT-TERM RENTAL TO DISPLAY THE

1 TRANSACTION PRIVILEGE TAX LICENSE REQUIRED BY SECTION 42-5042 ON EACH
2 ADVERTISEMENT FOR A VACATION RENTAL OR SHORT-TERM RENTAL THAT THE OWNER OR
3 OWNER'S DESIGNEE MAINTAINS.

4 8. TO REQUIRE THE VACATION RENTAL OR SHORT-TERM RENTAL TO MAINTAIN
5 LIABILITY INSURANCE APPROPRIATE TO COVER THE VACATION RENTAL OR SHORT-TERM
6 RENTAL IN THE AGGREGATE OF AT LEAST \$500,000 OR TO ADVERTISE AND OFFER
7 EACH VACATION RENTAL OR SHORT-TERM RENTAL THROUGH AN ONLINE LODGING
8 MARKETPLACE THAT PROVIDES EQUAL OR GREATER COVERAGE.

9 ~~C. Within thirty days after a verified violation, a county shall~~
10 ~~notify the department of revenue and the owner of the vacation rental or~~
11 ~~short-term rental of the verified violation of the county's applicable~~
12 ~~laws, regulations or ordinances and, if the property owner received the~~
13 ~~verified violation, whether the county imposed a civil penalty on the~~
14 ~~owner of the vacation rental or short-term rental and the amount of the~~
15 ~~civil penalty, if assessed. If multiple verified violations arise out of~~
16 ~~the same response to an incident at a vacation rental or short-term~~
17 ~~rental, those verified violations are considered one verified violation~~
18 ~~for the purpose of assessing civil penalties pursuant to section~~
19 ~~42-1125.02, subsection B.~~

20 C. A COUNTY THAT REQUIRES A LOCAL REGULATORY PERMIT OR LICENSE
21 PURSUANT TO THIS SECTION SHALL ISSUE OR DENY THE PERMIT OR LICENSE WITHIN
22 SEVEN BUSINESS DAYS OF RECEIPT OF THE INFORMATION REQUIRED BY SUBSECTION
23 B, PARAGRAPH 5 OF THIS SECTION AND OTHERWISE IN ACCORDANCE WITH SECTION
24 11-1602, EXCEPT THAT A COUNTY MAY DENY ISSUANCE OF A PERMIT OR LICENSE
25 ONLY FOR ANY OF THE FOLLOWING:

- 26 1. FAILURE TO PROVIDE THE INFORMATION REQUIRED BY SUBSECTION B,
27 PARAGRAPH 5, SUBDIVISIONS (a) THROUGH (e) OF THIS SECTION.
28 2. FAILURE TO PAY THE REQUIRED PERMIT OR LICENSE FEE.
29 3. AT THE TIME OF APPLICATION THE OWNER HAS A SUSPENDED PERMIT OR
30 LICENSE FOR THE SAME VACATION RENTAL OR SHORT-TERM RENTAL.
31 4. THE APPLICANT PROVIDES FALSE INFORMATION.
32 5. THE OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR SHORT-TERM
33 RENTAL IS A REGISTERED SEX OFFENDER OR HAS BEEN CONVICTED OF ANY FELONY
34 ACT THAT RESULTS IN DEATH OR SERIOUS PHYSICAL INJURY OR ANY FELONY USE OF
35 A DEADLY WEAPON WITHIN THE PAST FIVE YEARS.

36 D. A COUNTY THAT REQUIRES A LOCAL REGULATORY PERMIT OR LICENSE
37 PURSUANT TO THIS SECTION SHALL ADOPT AN ORDINANCE TO ALLOW THE COUNTY TO
38 INITIATE AN ADMINISTRATIVE PROCESS TO SUSPEND A LOCAL REGULATORY PERMIT OR
39 LICENSE FOR A PERIOD OF UP TO TWELVE MONTHS FOR THE FOLLOWING VERIFIED
40 VIOLATIONS ASSOCIATED WITH A PROPERTY:

- 41 1. THREE VERIFIED VIOLATIONS WITHIN A TWELVE MONTH PERIOD, NOT
42 INCLUDING ANY VERIFIED VIOLATION BASED ON AN AESTHETIC, SOLID WASTE
43 DISPOSAL OR VEHICLE PARKING VIOLATION THAT IS NOT ALSO A SERIOUS THREAT TO
44 PUBLIC HEALTH OR SAFETY.

1 2. ONE VERIFIED VIOLATION THAT RESULTS IN OR CONSTITUTES ANY OF THE
2 FOLLOWING:

3 (a) A FELONY OFFENSE COMMITTED AT OR IN THE VICINITY OF A VACATION
4 RENTAL OR SHORT-TERM RENTAL BY THE VACATION RENTAL OR SHORT-TERM RENTAL
5 OWNER OR OWNER'S DESIGNEE.

6 (b) A SERIOUS PHYSICAL INJURY OR WRONGFUL DEATH AT OR RELATED TO A
7 VACATION RENTAL OR SHORT-TERM RENTAL RESULTING FROM THE KNOWING,
8 INTENTIONAL OR RECKLESS CONDUCT OF THE VACATION RENTAL OR SHORT-TERM
9 RENTAL OWNER OR OWNER'S DESIGNEE.

10 (c) AN OWNER OR OWNER'S DESIGNEE KNOWINGLY OR INTENTIONALLY HOUSING
11 A SEX OFFENDER, ALLOWING OFFENSES RELATED TO ADULT-ORIENTED BUSINESSES,
12 SEXUAL OFFENSES OR PROSTITUTION, OR OPERATING OR MAINTAINING A SOBER
13 LIVING HOME, IN VIOLATION OF REGULATION OR ORDINANCE ADOPTED PURSUANT TO
14 SUBSECTION B, PARAGRAPH 3 OF THIS SECTION.

15 (d) AN OWNER OR OWNER'S DESIGNEE KNOWINGLY OR INTENTIONALLY
16 ALLOWING THE USE OF A VACATION RENTAL OR SHORT-TERM RENTAL FOR A SPECIAL
17 EVENT THAT WOULD OTHERWISE REQUIRE A PERMIT OR LICENSE PURSUANT TO A
18 COUNTY OR A STATE LAW OR RULE OR FOR A RETAIL, RESTAURANT, BANQUET SPACE
19 OR OTHER SIMILAR USE.

20 3. NOTWITHSTANDING PARAGRAPHS 1 AND 2 OF THIS SUBSECTION, ANY
21 ATTEMPTED OR COMPLETED FELONY ACT, ARISING FROM THE OCCUPANCY OR USE OF A
22 VACATION RENTAL OR SHORT-TERM RENTAL, THAT RESULTS IN A DEATH, OR ACTUAL
23 OR ATTEMPTED SERIOUS PHYSICAL INJURY, SHALL BE GROUNDS FOR JUDICIAL RELIEF
24 IN THE FORM OF A SUSPENSION OF THE PROPERTY'S USE AS A VACATION RENTAL OR
25 SHORT-TERM RENTAL FOR A PERIOD OF TIME THAT SHALL NOT EXCEED TWELVE
26 MONTHS.

27 E. A COUNTY THAT REQUIRES SEX OFFENDER BACKGROUND CHECKS ON A
28 VACATION RENTAL OR SHORT-TERM RENTAL GUEST SHALL WAIVE THE REQUIREMENT IF
29 AN ONLINE LODGING MARKETPLACE PERFORMS A SEX OFFENDER BACKGROUND CHECK OF
30 THE BOOKING GUEST.

31 F. NOTWITHSTANDING ANY OTHER LAW, A COUNTY MAY IMPOSE A CIVIL
32 PENALTY OF THE FOLLOWING AMOUNTS AGAINST AN OWNER OF A VACATION RENTAL OR
33 SHORT-TERM RENTAL IF THE OWNER RECEIVES ONE OR MORE VERIFIED VIOLATIONS
34 RELATED TO THE SAME VACATION RENTAL OR SHORT-TERM RENTAL PROPERTY WITHIN
35 THE SAME TWELVE-MONTH PERIOD:

36 1. UP TO \$500 OR UP TO AN AMOUNT EQUAL TO ONE NIGHT'S RENT FOR THE
37 VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS GREATER,
38 FOR THE FIRST VERIFIED VIOLATION.

39 2. UP TO \$1,000 OR UP TO AN AMOUNT EQUAL TO TWO NIGHTS' RENT FOR
40 THE VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS
41 GREATER, FOR THE SECOND VERIFIED VIOLATION.

42 3. UP TO \$3,500 OR UP TO AN AMOUNT EQUAL TO THREE NIGHTS' RENT FOR
43 THE VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS
44 GREATER, FOR A THIRD AND ANY SUBSEQUENT VERIFIED VIOLATION.

1 G. A VACATION RENTAL OR SHORT-TERM RENTAL THAT FAILS TO APPLY FOR A
2 LOCAL REGULATORY PERMIT OR LICENSE IN ACCORDANCE WITH SUBSECTION B,
3 PARAGRAPH 5 OF THIS SECTION, WITHIN 30 DAYS OF THE LOCAL REGULATORY PERMIT
4 OR LICENSE APPLICATION PROCESS BEING MADE AVAILABLE BY THE COUNTY ISSUING
5 SUCH PERMITS OR LICENSES, MUST CEASE OPERATIONS. IN ADDITION TO ANY FINES
6 IMPOSED PURSUANT TO SUBSECTION F OF THIS SECTION, A COUNTY MAY IMPOSE A
7 CIVIL PENALTY OF UP TO \$1,000 PER MONTH AGAINST THE OWNER IF THE OWNER OR
8 OWNER'S DESIGNEE FAILS TO APPLY FOR A REGULATORY PERMIT OR LICENSE WITHIN
9 30 DAYS AFTER RECEIVING WRITTEN NOTICE OF THE FAILURE TO COMPLY WITH
10 SUBSECTION B, PARAGRAPH 5 OF THIS SECTION.

11 H. IF MULTIPLE VERIFIED VIOLATIONS ARISE OUT OF THE SAME RESPONSE
12 TO AN INCIDENT AT A VACATION RENTAL OR SHORT-TERM RENTAL, THOSE VERIFIED
13 VIOLATIONS ARE CONSIDERED ONE VERIFIED VIOLATION FOR THE PURPOSE OF
14 ASSESSING CIVIL PENALTIES OR SUSPENDING THE REGULATORY PERMIT OR LICENSE
15 OF THE OWNER OR OWNER'S DESIGNEE PURSUANT TO THIS SECTION.

16 ~~D.~~ I. If the owner of a vacation rental or short-term rental has
17 provided contact information to a county pursuant to subsection B,
18 paragraph 4 of this section and if the county issues a citation for a
19 violation of the county's applicable laws, regulations or ordinances or a
20 state law that occurred on the owner's vacation rental or short-term
21 rental property, the county shall make a reasonable attempt to notify the
22 owner or the owner's designee of the citation within seven business days
23 after the citation is issued using the contact information provided
24 pursuant to subsection B, paragraph 4 of this section. If the owner of a
25 vacation rental or short-term rental has not provided contact information
26 pursuant to subsection B, paragraph 4 of this section, the county is not
27 required to provide such notice.

28 ~~E.~~ J. This section does not exempt an owner of a residential
29 rental property, as defined in section 33-1901, from maintaining with the
30 assessor of the county in which the property is located information
31 required under title 33, chapter 17, article 1.

32 ~~F.~~ K. A vacation rental or short-term rental may not be used for
33 nonresidential uses, including for a special event that would otherwise
34 require a permit or license pursuant to a county ordinance or a state law
35 or rule or for a retail, restaurant, banquet space or other similar use.

36 ~~G.~~ L. For the purposes of this section:

37 1. "ONLINE LODGING MARKETPLACE" HAS THE SAME MEANING PRESCRIBED IN
38 SECTION 42-5076.

39 ~~I.~~ 2. "Transient" has the same meaning prescribed in section
40 42-5070.

41 ~~J.~~ 3. "Vacation rental" or "short-term rental":

42 (a) Means any individually or collectively owned single-family or
43 one-to-four-family house or dwelling unit or any unit or group of units in
44 a condominium, ~~OR cooperative or timeshare,~~ that is also a transient
45 public lodging establishment or owner-occupied residential home offered

1 for transient use if the accommodations are not classified for property
2 taxation under section 42-12001. ~~Vacation rental and short-term rental do~~

3 (b) DOES not include a unit that is used for any nonresidential
4 use, including retail, restaurant, banquet space, event center or another
5 similar use.

6 ~~3.~~ 4. "Verified violation" means a finding of guilt or civil
7 responsibility for violating any state law or local ordinance relating to
8 a purpose prescribed in subsection B or ~~F~~ K of this section that has been
9 finally adjudicated.

10 Sec. 3. Repeal

11 Section 42-1125.02, Arizona Revised Statutes, is repealed.

12 Sec. 4. Section 42-5042, Arizona Revised Statutes, is amended to
13 read:

14 42-5042. Online lodging operators: requirements: civil
15 penalty; definitions

16 A. An online lodging operator may not offer for rent or rent a
17 lodging accommodation without a current transaction privilege tax license.
18 The online lodging operator shall list the transaction privilege tax
19 license number on each advertisement for each lodging accommodation the
20 online lodging operator maintains, including online lodging marketplace
21 postings. AN ONLINE LODGING OPERATOR THAT FAILS TO COMPLY WITH THIS
22 SUBSECTION SHALL PAY A CIVIL PENALTY OF \$250 FOR A FIRST OFFENSE AND
23 \$1,000 FOR A SECOND OR ANY SUBSEQUENT OFFENSE.

24 B. For the purposes of this section:

25 1. "Lodging accommodation" has the same meaning prescribed in
26 section 42-5076.

27 2. "Online lodging marketplace" has the same meaning prescribed in
28 section 42-5076.

29 3. "Online lodging operator" has the same meaning prescribed in
30 section 42-5076 and includes an owner of a vacation rental or short-term
31 rental, ~~as defined in section 9-500.39 or 11-269.17,~~ that is not offered
32 through an online lodging marketplace.

33 4. "VACATION RENTAL" AND "SHORT-TERM RENTAL" HAVE THE SAME MEANINGS
34 PRESCRIBED IN SECTION 9-500.39 OR 11-269.17.

35 5. "VERIFIED VIOLATION" HAS THE SAME MEANING PRESCRIBED IN SECTION
36 9-500.39 OR 11-269.17.

APPROVED BY THE GOVERNOR JULY 6, 2022.

FILED IN THE OFFICE OF THE SECRETARY OF STATE JULY 6, 2022.

ARTICLE 8-7 Short-Term Rental Regulation

8-7-1	Title
8-7-2	Findings and Purpose
8-7-3	Definitions
8-7-4	Emergency Contact
8-7-5	Use Regulations
8-7-6	Operational/Licensing Requirements
8-7- 6 -7	Penalties

Section 8-7-1 Title

This Article shall be known as the Town of Jerome Short-Term Rental Regulation Article.

Section 8-7-2 Findings and Purpose

The Town of Jerome is committed to maintaining its small town character, scenic beauty, and natural resources that are the foundation of its economic strength and quality of life. The purpose of this Article is to safeguard the public health and safety of the residents of Jerome and their visitors and guests while preserving the residential character of neighborhoods, minimizing nuisances, and providing equity with other residential and commercial uses. Therefore, the Town does hereby adopt the following provisions in an attempt to protect the public's health and safety in residential neighborhoods.

Section 8-7-3 Definitions

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Emergency point of contact” means the owner or owner’s designee who is located within 25 miles of the vacation rental, short-term rental, or transient lodging establishment and who is available 24 hours per day, seven days per week for the purpose of responding in person, telephonically, or by electronic mail to complaints, emergencies, or other incidents at the property in a timely manner.

“Online Lodging Marketplace” means a person that provides a digital platform for compensation through which an unaffiliated third party offers to rent lodging accommodations in this town to an occupant, including a transient as defined in this Article, and the accommodations are not classified for property tax purposes under A.R.S 42-12001

"Transient" means any person who either at the person's own expense or at the expense of another obtains lodging space or the use of lodging space on a daily or weekly basis, or any other basis for less than 30 consecutive days.

"Transient lodging" means the business of operating for occupancy by transients a hotel or motel, including an inn, tourist home or house, dude ranch, resort, campground, studio or bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure, and also including a space, lot, or slab that is occupied or intended or designed for occupancy by transients in a mobile home or trailer furnished by them for such occupancy. Transient lodging does not include those exceptions identified in A.R.S. 42-5070(B).

"Vacation rental" or "short-term rental" means:

- (a) any individually or collectively owned single-family or one-to-four-family house or dwelling unit or any unit or group of units in a condominium, ~~or cooperative,~~ ~~or timeshare~~ that is also a transient public lodging establishment or owner-occupied residential home offered for transient use if the accommodations are not classified for property taxation under A.R.S. 42-12001. ~~"Vacations rental" and short-term rental"~~
- (b) do not include a unit that is used for any nonresidential use, including retail, restaurant, banquet space, event center, or another similar use.

"Verified violation" means a finding of guilt or civil responsibility for violating any state law or local ordinance relating to a purpose prescribed in subsection B or K of A.R.S. 11-269.17

Section 8-7-4 Emergency point of contact

Before renting the property or offering the property for rent, the owner of any vacation rental, short-term rental, or transient lodging establishment shall provide the town with the name, address, email address, and phone number of an emergency point of contact who is available 24 hours per day, seven days per week for the purpose of responding in a timely manner to any complaints, emergencies, or other incidents at the property.

The owner shall notify the Town, in writing, of all changes in the emergency point of contact information required by this section, not less than 10 days prior to the effective date of the change. The emergency point of contact shall be responsible to ensure that the occupants and

guest of the property do not create unlawful noise disturbances, engage in disorderly conduct, or violate provisions of the Jerome Town Code or any state law. Upon notification from the Town that any occupant or guest of the property has created unlawful noise or disturbances, engaged in disorderly conduct, or committed violations of provisions of the Jerome Town Code or state law, the emergency point of contact shall respond in a timely and appropriate manner to prevent such conduct. The phrase "in a timely and appropriate manner" shall mean telephonic or in person contact with the occupants of the property and the Town or the Town's designee within 60 minutes of a call for each incident.

The contact information for the emergency point of contact shall be posted in a prominent and visible location inside the short-term rental, vacation rental, or transient lodging establishment.

Section 8-7-5 Use regulations

A. The Jerome Zoning Ordinance district regulations shall be applied to a short-term rental, vacation rental, or transient lodging establishment in the same manner as other property classified under A.R.S. 42-12003 and 42-12004 except as permitted by state law. The use of any short-term rental, vacation rental, or transient lodging establishment in any single-family residential district shall be limited to the uses identified in the Jerome Zoning Ordinance for that particular zoning district. No vacation rental, short-term rental, or transient lodging establishment in any residential district shall be used for nonresidential uses, including for any special event that would require a permit or license pursuant to Section 10-3 of the Jerome Town Code or as a retail establishment, restaurant, banquet space or any other similar use. The owner of any vacation rental, short-term rental, or transient lodging establishment shall be responsible to ensure that the property complies with all applicable fire, building, health and safety codes, and all other relevant state and local laws. No vacation rental, short-term rental, or transient lodging establishment shall be rented or offered for rent without a current, valid transaction privilege tax license. The owner of any vacation rental, short-term rental, or transient lodging establishment shall list the transaction privilege tax license number on each advertisement offering the property for rent.

B. It is prohibited for the owner or their designee of any vacation rental, short-term rental, or transient lodging establishment to be rented for the purpose of housing sex offenders, operating or maintaining a sober living home, selling illegal drugs, liquor control or pornography, obscenity, nude or topless dancing and other adult-oriented businesses.

Section 8-7-6 Operational/Licensing Requirements

- A. It is unlawful for the owner or their designee of any vacation rental, short-term rental, or transient lodging establishment to rent or offer for rent a vacation rental, short-term rental, or transient lodging establishment that does not meet the requirements of this section.
- B. All vacation rental, short-term rental, or transient lodging establishments must be licensed by the Town to conduct business, in accordance with Article 8-3 of the Jerome Town Code.
- C. No vacation rental, short-term rental, or transient lodging establishment shall operate within the jurisdiction of the Town of Jerome unless it has first provided acceptable evidence of liability insurance of no less than \$500,000 or advertise and offer each vacation rental, short-term rental, or transient lodging through an online lodging marketplace that provides equal or greater coverage.
- D. Before offering for rent any vacation rental, short-term rental, or transient lodging establishments, the owner or their designee must notify and provide proof to the Town of notification to all single-family residential properties adjacent to, directly and diagonally across the street from the establishment. Notice shall be deemed sufficient in a multi-family residential building if given to residents on the same building floor. The owner or their designee shall demonstrate compliance with this paragraph by providing the Town with an attestation of notification compliance that includes the following
 - (a) The permit or license number of the vacation rental, short-term rental, or transient lodging establishment.
 - (b) The address of each property notified.
 - (c) A description of the manner in which the owner or their designee chose to provide notification to each property subject to notification.
 - (d) The name and contact information of the person attesting to compliance
- E. All owners or their designee of any vacation rental, short-term rental, or transient lodging establishment shall conduct a sex offender background check of any guest. This provision shall be waived if an online lodging marketplace performs a background check of the booking guest.

Section 8-7-~~6~~7 Penalties

A. Failure to comply with this Article shall subject the owner of the short-term rental, vacation rental, or transient lodging establishment to the following civil penalties: ~~up to \$2,500 per violation.~~

1. Up to \$500 or up to an amount equal to one nights rent for that vacation rental, short-term rental, or transient lodging establishment as advertised, whichever is greater, for the first verified violation.
2. Up to \$1000 or up to an amount equal to one nights rent for that vacation rental, short-term rental, or transient lodging establishment as advertised, whichever is greater, for the second verified violation.
3. Up to \$3,500 or up to an amount equal to one nights rent for that vacation rental, short-term rental, or transient lodging establishment as advertised, whichever is greater and suspension of business license for 12 consecutive months, for the third verified violation

B. There shall be a 12-month suspension of a business license for one verified violation of any of the following:

- (a) A felony offense committed at or in the vicinity of a vacation rental, short-term rental, or transient lodging establishment by the owner or owner's designee.
- (b) A serious physical injury or wrongful death at or related to a vacation rental, short-term rental, or transient lodging establishment resulting from the knowing, intentional or reckless conduct of the owner or owner's designee.
- (c) An owner or owner's designee that knowingly or intentionally houses a sex offender, allowing offenses relate to adult-oriented businesses, sexual offenses or prostitution, or operating or maintaining a sober living home, in violation of section 8-7-5 B of this Article.

(d) An owner or owner's designee knowingly or intentionally allow the use of a vacation rental, short-term rental, or transient lodging establishment for a special event that would otherwise require a permit or license pursuant to the Jerome Town Code or state laws or rules for a retail, restaurant, banquets space or other similar use.

C. If the owner of vacation rental, short-term rental, or transient lodging establishment does not provide emergency point of contact information to the Town, Town shall provide thirty days notice to the owner before imposing the penalty of \$1000 for every thirty days the owner fails to provide contact information.

D. The town may deny issuance of business license for any of the following reasons:

(a) failure to provide the following requirements:

1. Name, address, phone number and email address for the owner or owner's designee.
2. Address of the vacation rental, short-term rental, or transient lodging establishment
3. Proof of compliance with A.R.S. 42-5005
4. Point of Contact information required in this Article
5. Acknowledgment of an agreement to comply with all applicable laws, regulations, and ordinances.
6. A fee that shall be determined by resolution of the town council, that shall not exceed the actual cost of issuing the license or \$250, whichever is less.