



# TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331  
(928) 634-7943  
[www.jerome.az.gov](http://www.jerome.az.gov)

## AGENDA

### REGULAR MEETING OF THE JEROME TOWN COUNCIL COUNCIL CHAMBERS, JEROME TOWN HALL 600 CLARK STREET, JEROME, ARIZONA

**TUESDAY, JUNE 14, 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](http://www.jerome.az.gov).*

<b>ITEM #1:</b>	<b>CALL TO ORDER/ROLL CALL</b> Mayor/Chairperson to call meeting to order. Town Clerk to call and record the roll.	
	<b>* MOMENT OF SILENCE *</b> for lives lost through gun violence	
<b>ITEM #2:</b>	<b>FINANCIAL REPORTS</b> Financial reports for May 2022	Discussion/Possible Action
<b>ITEM #3:</b>	<b>STAFF AND COUNCIL REPORTS</b> 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
<b>ITEM #4:</b>	<b>ZONING ADMINISTRATOR'S REPORT/PLANNING &amp; ZONING AND DESIGN REVIEW BOARD MINUTES</b> Minutes are provided for the information of Council and do not require action.	Discussion/Possible Direction
<b>ITEM #5:</b>	<b>APPROVAL OF MINUTES</b> April 27, 2022 special meeting; May 5, 2022 special meeting; May 10, 2022 regular meeting; May 17, 2022 special meeting	Discussion/Possible Action
<b>ITEM #6:</b>	<b>PETITIONS FROM THE PUBLIC</b> <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
<b>ITEM #7:</b>	<b>ORDINANCES AND RESOLUTIONS</b>	
	<b>ITEM #7A: FIRST READING – 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</b> Council may conduct the first reading of Ordinance No. 483.	Sponsored by Councilmember Sage Harvey Discussion/Possible Action
<b>ITEM #8:</b>	<b>NEW BUSINESS</b>	
	<b>ITEM #8A: INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FLOOD CONTROL DISTRICT – DRAINAGE IMPROVEMENTS</b> Council may approve an intergovernmental agreement with the Yavapai County Flood Control District that will provide \$130,000 in funding for drainage improvements.	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
	<b>ITEM #8B: INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION – CENTER AVENUE IMPROVEMENTS</b> Council may approve an intergovernmental agreement with the Arizona Department of Transportation that will provide \$560,000 in funding for Center Avenue improvements.	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action
	<b>ITEM #8C: AGREEMENT WITH VERDE EXPLORATION REGARDING USE OF TOWN WATER</b> Council may approve an agreement with Verde Exploration regarding terms for provision of town water to certain Verde Ex owned properties.	Sponsored by Mayor Jack Dillenberg Discussion/Possible Action

	<b>ITEM #8D: ANNEXATION</b> Council will discuss the process of annexation and consider whether to begin that process and for which areas.	Sponsored by Councilmember Sage Harvey Discussion/Possible Direction
	<b>ITEM #8E: MICROBREWERY REGULATIONS</b> Council will review regulations established in other towns for microbreweries and may direct staff regarding preparation of an ordinance to include similar regulations in the Jerome Town Code.	Sponsored by Councilmember Sage Harvey Discussion/Possible Direction
<b>ITEM #9:</b>	<b>TO AND FROM THE COUNCIL</b> Council may direct staff regarding items to be placed on a future agenda.	Discussion; Possible Direction
<b>ITEM #10:</b>	<b>ADJOURNMENT</b>	

*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.*

**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-May

Fund	Department	Current Period			YTD		
		Revenue	Budget	Variance	Revenue	Budget	Variance
	10 GF Revenue	\$ 325,387.11	\$ 202,449.09	\$ 122,938.02	\$ 2,261,743.10	\$ 1,860,301.41	\$ 401,441.69
	Total	\$ 325,387.11	\$ 202,449.09	\$ 122,938.02	\$ 2,261,743.10	\$ 1,860,301.41	\$ 401,441.69
		Expense	Budget	Variance	Expense	Budget	Variance
11	Admin	\$ 34,720.08	\$ 44,894.05	\$ 10,173.97	\$ 467,521.39	\$ 565,972.14	\$ 98,450.75
12	Court	\$ 5,329.42	\$ 8,962.79	\$ 3,633.37	\$ 76,592.32	\$ 103,826.71	\$ 27,234.39
13	Police	\$ 55,325.60	\$ 49,058.40	\$ (6,267.20)	\$ 552,495.22	\$ 598,812.60	\$ 46,317.38
14	Fire	\$ 24,052.61	\$ 31,409.03	\$ 7,356.42	\$ 342,983.92	\$ 422,715.72	\$ 79,731.80
15	Library	\$ 6,559.90	\$ 7,455.20	\$ 895.30	\$ 84,132.19	\$ 87,412.30	\$ 3,280.11
16	P&Z	\$ 6,670.00	\$ 9,378.86	\$ 2,708.86	\$ 65,592.83	\$ 106,792.64	\$ 41,199.81
17	Parks	\$ 1,201.20	\$ 1,819.03	\$ 617.83	\$ 14,195.74	\$ 20,316.72	\$ 6,120.98
18	Properties	\$ 6,815.27	\$ 18,902.05	\$ 12,086.78	\$ 124,115.13	\$ 211,122.70	\$ 87,007.57
	Total	\$ 140,674.08	\$ 171,879.41	\$ 31,205.33	\$ 1,727,628.74	\$ 2,116,971.53	\$ 389,342.79
General	Net Income (Loss)	\$ 184,713.03	\$ 30,569.68	\$ 154,143.35	\$ 534,114.36	\$ (256,670.12)	\$ 790,784.48
		Revenue	Budget	Variance	Revenue	Budget	Variance
50	Water	\$ 17,588.64	\$ 18,833.32	\$ (1,244.68)	\$ 200,887.87	\$ 207,166.68	\$ (6,278.81)
51	Sewer	\$ 16,990.33	\$ 19,212.48	\$ (2,222.15)	\$ 195,871.10	\$ 211,337.52	\$ (15,466.42)
52	Trash	\$ 15,025.05	\$ 15,833.33	\$ (808.28)	\$ 162,463.73	\$ 174,166.67	\$ (11,702.94)
	Total	\$ 49,604.02	\$ 53,879.13	\$ (4,275.11)	\$ 559,222.70	\$ 592,670.87	\$ (33,448.17)
		Expense	Budget	Variance	Expense	Budget	Variance
50	Water	\$ 14,870.57	\$ 32,934.49	\$ 18,063.92	\$ 194,658.56	\$ 273,948.26	\$ 79,289.70
51	Sewer	\$ 12,500.35	\$ 17,965.51	\$ 5,465.16	\$ 191,564.50	\$ 260,978.74	\$ 69,414.24
52	Trash	\$ 13,065.04	\$ 15,531.18	\$ 2,466.14	\$ 181,967.51	\$ 206,505.07	\$ 24,537.56
	Total	\$ 40,435.96	\$ 66,431.18	\$ 25,995.22	\$ 568,190.57	\$ 741,432.07	\$ 173,241.50
Utilities	Net Income (Loss)	\$ 9,168.06	\$ (12,552.05)	\$ 21,720.11	\$ (8,967.87)	\$ (148,761.20)	\$ 139,793.33
		Revenue	Budget	Variance	Revenue	Budget	Variance
30	HURF	\$ 8,516.61	\$ 15,652.83	\$ (7,136.22)	\$ 121,029.95	\$ 123,781.17	\$ (2,751.22)
		Expense	Budget	Variance	Expense	Budget	Variance
		\$ 8,516.61	\$ 10,534.33	\$ 2,017.72	\$ 121,029.95	\$ 209,796.42	\$ 88,766.47
Road	Net Income (Loss)	\$ -	\$ 5,118.50	\$ (5,118.50)	\$ -	\$ (86,015.25)	\$ 86,015.25
		Revenue	Budget	Variance	Revenue	Budget	Variance
35	Parking	\$ 34,646.70	\$ 20,833.33	\$ 13,813.37	\$ 312,005.55	\$ 229,166.67	\$ 82,838.88
		Expense	Budget	Variance	Expense	Budget	Variance
		\$ 18,185.34	\$ 17,671.72	\$ (513.62)	\$ 239,896.70	\$ 232,140.53	\$ (7,756.17)
Parking	Net Income (Loss)	\$ 16,461.36	\$ 3,161.61	\$ 13,299.75	\$ 72,108.85	\$ (2,973.86)	\$ 75,082.71
		Current Month			Year To Date		
	Total Revenue	\$ 418,154.44			\$ 3,254,001.30		
	Less Total Expense	\$ 207,811.99			\$ 2,656,745.96		
	Net Income (Loss)	\$ 210,342.45			\$ 597,255.34		

6/7/22  
7:40:56 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b>Revenues</b>								
Property Taxes	\$12,766.99	\$21,150.00	\$(8,383.01)	(39.6)%	\$45,105.93	\$47,500.00	\$(2,394.07)	(5.0)%
City Sales Taxes	246,121.67	114,200.00	131,921.67	115.5	1,392,422.27	978,600.00	413,822.27	42.3
State Sales Taxes	5,140.40	4,452.00	688.40	15.5	59,005.46	48,972.00	10,033.46	20.5
Urban Revenue Share	16,485.43	16,309.50	175.93	1.1	180,987.87	179,404.50	1,583.37	0.9
Yavapai County for Library	0.00	0.00	0.00	0.0	12,353.19	12,360.50	(7.31)	(0.1)
Vehicle License Tax	2,907.90	2,901.33	6.57	0.2	34,208.70	31,914.67	2,294.03	7.2
Fines and Forfeitures	5,218.04	6,083.33	(865.29)	(14.2)	60,508.09	66,916.67	(6,408.58)	(9.6)
Court Security Fund Revenue	750.00	833.33	(83.33)	(10.0)	9,641.01	9,166.67	474.34	5.2
Building Permits	195.00	666.66	(471.66)	(70.7)	10,835.93	7,333.34	3,502.59	47.8
Planning & Zoning Fees	50.00	416.66	(366.66)	(88.0)	4,225.00	4,583.34	(358.34)	(7.8)
Business Licenses	690.00	416.66	273.34	65.6	4,404.75	4,583.34	(178.59)	(3.9)
Commercial Filming Fees	0.00	29.16	(29.16)	(100.0)	500.00	320.84	179.16	55.8
Fire Dept Services Rev	160.00	833.33	(673.33)	(80.8)	1,536.00	9,166.67	(7,630.67)	(83.2)
Franchise Fees	5,280.37	3,750.00	1,530.37	40.8	16,779.06	15,000.00	1,779.06	11.9
PD Parking Citation Revenue	4,848.75	1,666.66	3,182.09	190.9	36,206.35	18,333.34	17,873.01	97.5
PD Revenue From Parking Fund	2,500.00	2,500.00	0.00	0.0	27,500.00	27,500.00	0.00	0.0
Police Officer Safety Equip Rev	127.80	166.66	(38.86)	(23.3)	1,993.21	1,833.34	159.87	8.7
Police Services	648.75	1,666.66	(1,017.91)	(61.1)	11,356.09	18,333.34	(6,977.25)	(38.1)
Rents	6,543.51	6,543.50	0.01	0.0	72,378.61	71,978.50	400.11	0.6
Utility Reimbursements	320.23	375.00	(54.77)	(14.6)	4,149.96	4,125.00	24.96	0.6
Wildland Fire Fees	0.00	0.00	0.00	0.0	70,000.00	70,000.00	0.00	0.0
Wildlands Wage Reimbursement	0.00	0.00	0.00	0.0	40,000.00	40,000.00	0.00	0.0
Firewise Wage Reimbursement	0.00	2,500.00	(2,500.00)	(100.0)	6,210.00	27,500.00	(21,290.00)	(77.4)
Contributions	0.00	125.00	(125.00)	(100.0)	2,713.00	1,375.00	1,338.00	97.3
Library Contributions	695.00	83.33	611.67	734.0	1,524.00	916.67	607.33	66.3
Interest	198.61	125.00	73.61	58.9	1,689.84	1,375.00	314.84	22.9
Sale of Assets	0.00	625.00	(625.00)	(100.0)	0.00	6,875.00	(6,875.00)	(100.0)
Miscellaneous Revenues	0.00	291.66	(291.66)	(100.0)	2,383.31	3,208.34	(825.03)	(25.7)
Administrative Charges	13,738.66	13,738.66	0.00	0.0	151,125.47	151,125.34	0.13	0.0
<b>Net Revenues</b>	<b>\$325,387.11</b>	<b>\$202,449.09</b>	<b>\$122,938.02</b>	<b>60.7 %</b>	<b>\$2,261,743.10</b>	<b>\$1,860,301.41</b>	<b>\$401,441.69</b>	<b>21.6 %</b>
<b>Net Income (Loss)</b>	<b>\$325,387.11</b>	<b>\$202,449.09</b>	<b>\$122,938.02</b>	<b>60.7%</b>	<b>\$2,261,743.10</b>	<b>\$1,860,301.41</b>	<b>\$401,441.69</b>	<b>21.6%</b>

6/7/22  
7:44:28 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Program Expenses</u></b>								
Accounting and Auditing	\$0.00	\$0.00	\$0.00	0.0%	\$14,700.00	\$15,000.00	\$300.00	2.0%
Advertising, Printing, & Publishing	1,252.07	0.00	(1,252.07)	0.0	13,502.05	4,500.00	(9,002.05)	(200.0)
Contract Services	0.00	409.09	409.09	100.0	5,244.20	8,990.91	3,746.71	41.7
Conventions and Seminars	0.00	0.00	0.00	0.0	3,344.30	3,718.19	373.89	10.1
Training & Education	0.00	229.16	229.16	100.0	779.00	2,520.84	1,741.84	69.1
Dues, Subs & Memberships	160.00	75.00	(85.00)	(113.3)	6,719.08	5,925.00	(794.08)	(13.4)
TPT Collection Fee Exp	0.00	0.00	0.00	0.0	0.00	1,200.00	1,200.00	100.0
Fuel	0.00	0.00	0.00	0.0	45.28	0.00	(45.28)	0.0
Insurance	0.00	0.00	0.00	0.0	14,539.94	17,500.00	2,960.06	16.9
Insurance Deductible Exp	0.00	83.33	83.33	100.0	200.00	916.67	716.67	78.2
COVID Expenses	0.00	75.00	75.00	100.0	0.00	825.00	825.00	100.0
Legal Exp - Gen Gov	1,989.00	1,166.66	(822.34)	(70.5)	13,398.00	12,833.34	(564.66)	(4.4)
Miscellaneous	30.84	472.16	441.32	93.5	884.40	5,193.84	4,309.44	83.0
Bank Fees - Gen Admin	124.58	150.00	25.42	16.9	1,520.65	1,650.00	129.35	7.8
Bank Fees / Merch Svcs	984.67	833.33	(151.34)	(18.2)	7,950.96	9,166.67	1,215.71	13.3
Office Supplies	924.35	165.00	(759.35)	(460.2)	7,448.34	5,835.00	(1,613.34)	(27.6)
Copier & Equip Lease Expense	336.18	625.00	288.82	46.2	5,744.99	6,875.00	1,130.01	16.4
Software Support Exp - GG	918.05	918.66	0.61	0.1	17,850.48	16,743.34	(1,107.14)	(6.6)
Computer Hardware & Service	345.00	833.33	488.33	58.6	6,684.84	9,166.67	2,481.83	27.1
Operating Supplies - Gen Gov	0.00	83.33	83.33	100.0	1,326.13	916.67	(409.46)	(44.7)
Postage	464.00	416.66	(47.34)	(11.4)	2,860.90	4,583.34	1,722.44	37.6
Rep and Maint - Vehicles	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
Shuttle Expenses	352.89	125.00	(227.89)	(182.3)	4,275.64	1,375.00	(2,900.64)	(211.0)
Small Tools and Equipment	0.00	583.33	583.33	100.0	0.00	6,416.67	6,416.67	100.0
Telephone	193.61	250.00	56.39	22.6	2,246.53	2,750.00	503.47	18.3
Travel	0.00	0.00	0.00	0.0	896.67	500.00	(396.67)	(79.3)
Tourism 1% Bed Tax	0.00	0.00	0.00	0.0	10,126.33	10,000.00	(126.33)	(1.3)
Community Health	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
Preservation of Historic Buildings	0.00	4,166.66	4,166.66	100.0	0.00	45,833.34	45,833.34	100.0
Vehicles, Cap Outlay, Gen Gov	0.00	0.00	0.00	0.0	0.00	10,000.00	10,000.00	100.0
Transfers Out	4,210.86	5,784.71	1,573.85	27.2	37,445.22	53,715.29	16,270.07	30.3
<b>Total Program Expenses</b>	<b>\$12,286.10</b>	<b>\$17,528.73</b>	<b>\$5,242.63</b>	<b>29.9 %</b>	<b>\$179,733.93</b>	<b>\$265,567.46</b>	<b>\$85,833.53</b>	<b>32.3 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$17,147.44	\$19,828.83	\$2,681.39	13.5%	\$211,012.26	\$218,117.17	\$7,104.91	3.3%
Longevity Bonus	0.00	258.00	258.00	100.0	829.00	1,282.00	453.00	35.3

6/7/22  
7:44:28 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
Payment in Lieu of Medical Benefits	533.46	577.91	44.45	7.7	6,401.52	6,357.09	(44.43)	(0.7)
FICA Match	1,318.40	1,570.08	251.68	16.0	16,276.17	17,270.92	994.75	5.8
Retirement Match	1,075.08	1,456.50	381.42	26.2	15,225.04	16,021.50	796.46	5.0
Health/Life Insurance	2,334.38	3,646.00	1,311.62	36.0	36,746.02	40,106.00	3,359.98	8.4
Workers Compensation	0.00	0.00	0.00	0.0	929.00	942.00	13.00	1.4
Unemployment Insurance	25.22	28.00	2.78	9.9	368.45	308.00	(60.45)	(19.6)
<b>Total General &amp; Administrative Expenses</b>	<b>\$22,433.98</b>	<b>\$27,365.32</b>	<b>\$4,931.34</b>	<b>18.0 %</b>	<b>\$287,787.46</b>	<b>\$300,404.68</b>	<b>\$12,617.22</b>	<b>4.2 %</b>
<b>Total Expenses</b>	<b>\$34,720.08</b>	<b>\$44,894.05</b>	<b>\$10,173.97</b>	<b>22.7%</b>	<b>\$467,521.39</b>	<b>\$565,972.14</b>	<b>\$98,450.75</b>	<b>17.4%</b>
<b>Net Income (Loss)</b>	<b>\$(34,720.08)</b>	<b>\$(44,894.05)</b>	<b>\$10,173.97</b>	<b>22.7%</b>	<b>(\$467,521.39)</b>	<b>\$(565,972.14)</b>	<b>\$98,450.75</b>	<b>17.4%</b>

6/7/22  
7:50:24 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Program Expenses</u></b>								
Court Security Fund Expenses	\$0.00	\$833.33	\$833.33	100.0%	\$0.00	\$9,166.67	\$9,166.67	100.0%
Accounting and Auditing	0.00	0.00	0.00	0.0	2,500.00	2,200.00	(300.00)	(13.6)
Contract Services	0.00	583.33	583.33	100.0	2,418.97	6,416.67	3,997.70	62.3
Training & Education	0.00	43.75	43.75	100.0	375.00	481.25	106.25	22.1
Dues and Subscriptions	0.00	26.66	26.66	100.0	333.64	293.34	(40.30)	(13.7)
Miscellaneous	0.00	25.00	25.00	100.0	18.99	275.00	256.01	93.1
Office Supplies	0.00	16.66	16.66	100.0	112.48	183.34	70.86	38.6
Copier & Equip Lease Exp	0.00	0.00	0.00	0.0	2,363.91	2,310.00	(53.91)	(2.3)
Operating Supplies - Court	111.79	0.00	(111.79)	0.0	138.80	0.00	(138.80)	0.0
Telephone	70.30	75.00	4.70	6.3	715.00	825.00	110.00	13.3
Travel	0.00	75.00	75.00	100.0	203.72	825.00	621.28	75.3
<b>Total Program Expenses</b>	<b>\$182.09</b>	<b>\$1,678.73</b>	<b>\$1,496.64</b>	<b>89.2 %</b>	<b>\$9,180.51</b>	<b>\$22,976.27</b>	<b>\$13,795.76</b>	<b>60.0 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$4,602.88	\$6,569.66	\$1,966.78	29.9%	\$59,998.13	\$72,266.34	\$12,268.21	17.0%
Longevity Bonus	0.00	0.00	0.00	0.0	529.00	529.00	0.00	0.0
FICA and Medicare	352.11	505.91	153.80	30.4	4,629.46	5,565.09	935.63	16.8
Retirement	176.00	192.33	16.33	8.5	1,955.84	2,115.67	159.83	7.6
Worker's Compensation	0.00	0.00	0.00	0.0	159.00	196.50	37.50	19.1
Unemployment	16.34	16.16	(0.18)	(1.1)	140.38	177.84	37.46	21.1
<b>Total General &amp; Administrative Expenses</b>	<b>\$5,147.33</b>	<b>\$7,284.06</b>	<b>\$2,136.73</b>	<b>29.3 %</b>	<b>\$67,411.81</b>	<b>\$80,850.44</b>	<b>\$13,438.63</b>	<b>16.6 %</b>
<b>Total Expenses</b>	<b>\$5,329.42</b>	<b>\$8,962.79</b>	<b>\$3,633.37</b>	<b>40.5%</b>	<b>\$76,592.32</b>	<b>\$103,826.71</b>	<b>\$27,234.39</b>	<b>26.2%</b>
<b>Net Income (Loss)</b>	<b>\$(5,329.42)</b>	<b>\$(8,962.79)</b>	<b>\$3,633.37</b>	<b>40.5%</b>	<b>\$(76,592.32)</b>	<b>\$(103,826.71)</b>	<b>\$27,234.39</b>	<b>26.2%</b>

6/7/22  
7:55:41 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Program Expenses</u></b>								
Advertising, Printing, & Publishing	\$0.00	\$0.00	\$0.00	0.0%	\$99.00	\$0.00	\$(99.00)	0.0%
Contract Services	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
Training & Education	0.00	83.33	83.33	100.0	982.00	916.67	(65.33)	(7.1)
Dispatch Fees	3,478.75	3,106.87	(371.88)	(12.0)	36,017.93	33,748.13	(2,269.80)	(6.7)
Dues and Subscriptions	0.00	0.00	0.00	0.0	743.25	1,200.00	456.75	38.1
Fuel	1,430.85	750.00	(680.85)	(90.8)	10,070.05	8,250.00	(1,820.05)	(22.1)
Prosecutor Exp	1,215.50	2,000.00	784.50	39.2	12,617.00	22,000.00	9,383.00	42.7
Miscellaneous	0.00	50.00	50.00	100.0	427.43	550.00	122.57	22.3
Software Service & Support	185.48	558.33	372.85	66.8	3,415.12	6,141.67	2,726.55	44.4
Computer Hardware & Service	115.00	291.66	176.66	60.6	1,443.71	3,208.34	1,764.63	55.0
Operating Supplies - Police	1,626.06	58.33	(1,567.73)	(2687.7)	3,989.38	2,291.67	(1,697.71)	(74.1)
Postage	0.00	16.66	16.66	100.0	161.49	183.34	21.85	11.9
Rep and Maint - Vehicles	2,229.21	625.00	(1,604.21)	(256.7)	7,667.69	6,875.00	(792.69)	(11.5)
Rep and Maint - Equipment	0.00	625.00	625.00	100.0	7,879.63	7,500.00	(379.63)	(5.1)
Police Officer Safety Equip Exp	0.00	0.00	0.00	0.0	3,197.38	2,000.00	(1,197.38)	(59.9)
Small Tools and Equipment	6,559.54	583.33	(5,976.21)	(1024.5)	9,235.84	6,416.67	(2,819.17)	(43.9)
Telephone	438.63	433.33	(5.30)	(1.2)	6,053.07	4,766.67	(1,286.40)	(27.0)
Uniforms	0.00	125.00	125.00	100.0	182.33	1,375.00	1,192.67	86.7
Vehicles, Cap Outlay, Police	5,295.28	0.00	(5,295.28)	0.0	38,104.00	37,300.00	(804.00)	(2.2)
<b>Total Program Expenses</b>	<b>\$22,574.30</b>	<b>\$9,348.50</b>	<b>\$(13,225.80)</b>	<b>(141.5)%</b>	<b>\$142,286.30</b>	<b>\$145,181.50</b>	<b>\$2,895.20</b>	<b>2.0 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$24,751.95	\$28,606.00	\$3,854.05	13.5%	\$291,153.10	\$314,666.00	\$23,512.90	7.5%
Longevity Bonus	100.00	218.00	118.00	54.1	1,309.00	1,577.00	268.00	17.0
FICA and Medicare	1,822.48	2,200.08	377.60	17.2	21,337.29	24,200.92	2,863.63	11.8
Retirement	1,781.79	2,635.16	853.37	32.4	24,153.82	28,986.84	4,833.02	16.7
Health Insurance	4,281.72	6,012.50	1,730.78	28.8	56,513.43	66,137.50	9,624.07	14.6
Worker's Compensation	0.00	0.00	0.00	0.0	15,619.00	17,643.00	2,024.00	11.5
Unemployment	13.36	38.16	24.80	65.0	349.19	419.84	70.65	16.8
Payroll Adjustment-Police	0.00	0.00	0.00	0.0	(225.91)	0.00	225.91	0.0
<b>Total General &amp; Administrative Expenses</b>	<b>\$32,751.30</b>	<b>\$39,709.90</b>	<b>\$6,958.60</b>	<b>17.5 %</b>	<b>\$410,208.92</b>	<b>\$453,631.10</b>	<b>\$43,422.18</b>	<b>9.6 %</b>
<b>Total Expenses</b>	<b>\$55,325.60</b>	<b>\$49,058.40</b>	<b>\$(6,267.20)</b>	<b>(12.8)%</b>	<b>\$552,495.22</b>	<b>\$598,812.60</b>	<b>\$46,317.38</b>	<b>7.7%</b>
<b>Net Income (Loss)</b>	<b>\$(55,325.60)</b>	<b>\$(49,058.40)</b>	<b>\$(6,267.20)</b>	<b>(12.8)%</b>	<b>\$(552,495.22)</b>	<b>\$(598,812.60)</b>	<b>\$46,317.38</b>	<b>7.7%</b>



6/7/22  
8:02:55 AM

**Town of Jerome**  
Income Statement  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Program Expenses</u></b>								
Contract Services	\$0.00	\$41.66	\$41.66	100.0%	\$0.00	\$458.34	\$458.34	100.0%
Training & Education	0.00	500.00	500.00	100.0	3,506.48	5,500.00	1,993.52	36.2
Dispatch Fees	560.33	537.50	(22.83)	(4.2)	6,163.63	5,912.50	(251.13)	(4.2)
Dues and Subscriptions	0.00	125.00	125.00	100.0	613.21	1,375.00	761.79	55.4
Fuel	1,008.78	416.66	(592.12)	(142.1)	6,088.23	4,583.34	(1,504.89)	(32.8)
Legal Exp - Fire	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
Medical Expenses	0.00	83.33	83.33	100.0	162.58	916.67	754.09	82.3
Medical Supplies Exp	115.20	284.09	168.89	59.4	3,765.12	4,215.91	450.79	10.7
Miscellaneous	0.00	125.00	125.00	100.0	579.24	1,375.00	795.76	57.9
Software Service & Support	110.49	75.00	(35.49)	(47.3)	966.96	825.00	(141.96)	(17.2)
Operating Supplies - Fire Dept	0.00	125.00	125.00	100.0	755.92	1,375.00	619.08	45.0
Rep and Maint - Vehicles	440.84	1,666.66	1,225.82	73.5	12,989.06	18,333.34	5,344.28	29.2
Rep and Maint - Equipment	398.22	416.66	18.44	4.4	3,003.75	4,583.34	1,579.59	34.5
Small Tools and Equipment	0.00	0.00	0.00	0.0	10,167.00	10,000.00	(167.00)	(1.7)
Telephone	300.77	333.33	32.56	9.8	2,789.28	3,666.67	877.39	23.9
Training Center Assessment	0.00	0.00	0.00	0.0	2,692.00	2,700.00	8.00	0.3
<b>Total Program Expenses</b>	<b>\$2,934.63</b>	<b>\$4,771.55</b>	<b>\$1,836.92</b>	<b>38.5 %</b>	<b>\$54,242.46</b>	<b>\$66,278.45</b>	<b>\$12,035.99</b>	<b>18.2 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$11,168.42	\$14,338.91	\$3,170.49	22.1%	\$128,682.73	\$157,728.09	\$29,045.36	18.4%
Wildland Personnel	0.00	0.00	0.00	0.0	35,000.00	35,000.00	0.00	0.0
Volunteer-Employee Per Call Personnel	1,431.00	2,583.33	1,152.33	44.6	13,676.00	28,416.67	14,740.67	51.9
Firewise Personnel	3,176.75	3,333.33	156.58	4.7	20,335.00	36,666.67	16,331.67	44.5
Longevity Bonus	0.00	0.00	0.00	0.0	446.00	446.00	0.00	0.0
FICA and Medicare	1,048.06	1,682.58	634.52	37.7	14,321.31	18,508.42	4,187.11	22.6
Retirement	893.48	947.58	54.10	5.7	22,296.04	22,423.42	127.38	0.6
Health Insurance	3,389.44	3,699.00	309.56	8.4	40,673.28	40,689.00	15.72	0.0
Worker's Compensation	0.00	0.00	0.00	0.0	13,029.00	15,978.75	2,949.75	18.5
Unemployment	10.83	52.75	41.92	79.5	282.10	580.25	298.15	51.4
<b>Total General &amp; Administrative Expenses</b>	<b>\$21,117.98</b>	<b>\$26,637.48</b>	<b>\$5,519.50</b>	<b>20.7 %</b>	<b>\$288,741.46</b>	<b>\$356,437.27</b>	<b>\$67,695.81</b>	<b>19.0 %</b>
<b>Total Expenses</b>	<b>\$24,052.61</b>	<b>\$31,409.03</b>	<b>\$7,356.42</b>	<b>23.4%</b>	<b>\$342,983.92</b>	<b>\$422,715.72</b>	<b>\$79,731.80</b>	<b>18.9%</b>
<b>Net Income (Loss)</b>	<b>\$(24,052.61)</b>	<b>\$(31,409.03)</b>	<b>\$7,356.42</b>	<b>23.4%</b>	<b>(\$342,983.92)</b>	<b>\$(422,715.72)</b>	<b>\$79,731.80</b>	<b>18.9%</b>

6/7/22  
2:33:06 PM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Program Expenses</u></b>								
Contract Services	\$0.00	\$104.16	\$104.16	100.0%	\$0.00	\$1,145.84	\$1,145.84	100.0%
Miscellaneous	0.00	20.83	20.83	100.0	51.46	229.17	177.71	77.5
Office Supplies	67.67	20.83	(46.84)	(224.9)	102.61	229.17	126.56	55.2
Operating Supplies - Library	0.00	0.00	0.00	0.0	3,328.66	3,000.00	(328.66)	(11.0)
Print and Non-Print Materials	0.00	325.00	325.00	100.0	1,681.46	3,575.00	1,893.54	53.0
Rep and Maint - Equipment	0.00	8.33	8.33	100.0	287.44	91.67	(195.77)	(213.6)
Small Tools and Equipment	0.00	0.00	0.00	0.0	1,313.30	1,500.00	186.70	12.4
Telephone	84.15	75.00	(9.15)	(12.2)	897.73	825.00	(72.73)	(8.8)
E-Rate Exp	42.95	66.66	23.71	35.6	672.45	733.34	60.89	8.3
<b>Total Program Expenses</b>	<b>\$194.77</b>	<b>\$620.81</b>	<b>\$426.04</b>	<b>68.6 %</b>	<b>\$8,335.11</b>	<b>\$11,329.19</b>	<b>\$2,994.08</b>	<b>26.4 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$5,076.98	\$5,416.66	\$339.68	6.3%	\$59,426.14	\$59,583.34	\$157.20	0.3%
Longevity Bonus	0.00	0.00	0.00	0.0	708.00	708.00	0.00	0.0
Library Benefit Stipend	533.46	577.91	44.45	7.7	6,401.52	6,357.09	(44.43)	(0.7)
FICA and Medicare	428.67	463.08	34.41	7.4	5,083.95	5,093.92	9.97	0.2
Retirement	273.54	296.33	22.79	7.7	3,282.48	3,259.67	(22.81)	(0.7)
Health Insurance	41.22	41.00	(0.22)	(0.5)	494.64	451.00	(43.64)	(9.7)
Worker's Compensation	0.00	0.00	0.00	0.0	189.00	196.50	7.50	3.8
Unemployment	11.26	14.41	3.15	21.9	211.35	158.59	(52.76)	(33.3)
<b>Total General &amp; Administrative Expenses</b>	<b>\$6,365.13</b>	<b>\$6,809.39</b>	<b>\$444.26</b>	<b>6.5 %</b>	<b>\$75,797.08</b>	<b>\$75,808.11</b>	<b>\$11.03</b>	<b>0.0 %</b>
<b>Total Expenses</b>	<b>\$6,559.90</b>	<b>\$7,430.20</b>	<b>\$870.30</b>	<b>11.7%</b>	<b>\$84,132.19</b>	<b>\$87,137.30</b>	<b>\$3,005.11</b>	<b>3.4%</b>
<b>Net Income (Loss)</b>	<b>\$(6,559.90)</b>	<b>\$(7,430.20)</b>	<b>\$870.30</b>	<b>11.7%</b>	<b>(\$84,132.19)</b>	<b>\$(87,137.30)</b>	<b>\$3,005.11</b>	<b>3.4%</b>

6/7/22  
2:34:29 PM

**Town of Jerome**  
Income Statement  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Program Expenses</u></b>								
Advertising, Printing, & Publishing	\$0.00	\$25.00	\$25.00	100.0%	\$54.03	\$275.00	\$220.97	80.4%
Contract Services	0.00	0.00	0.00	0.0	400.00	0.00	(400.00)	0.0
Conventions and Seminars	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
Training & Education	0.00	166.66	166.66	100.0	0.00	1,833.34	1,833.34	100.0
Legal Exp - P&Z	696.75	1,125.00	428.25	38.1	16,254.25	16,875.00	620.75	3.7
Map Upgrades and Materials	0.00	20.83	20.83	100.0	0.00	229.17	229.17	100.0
Miscellaneous	0.00	9.33	9.33	100.0	0.00	102.67	102.67	100.0
Software Maintenance & Support	75.00	226.25	151.25	66.9	825.00	2,488.75	1,663.75	66.9
Operating Supplies - P&Z	0.00	20.83	20.83	100.0	0.00	229.17	229.17	100.0
Small Tools and Equipment	0.00	20.83	20.83	100.0	0.00	229.17	229.17	100.0
Telephone	27.89	54.16	26.27	48.5	473.27	595.84	122.57	20.6
Travel	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
<b>Total Program Expenses</b>	<b>\$799.64</b>	<b>\$1,752.21</b>	<b>\$952.57</b>	<b>54.4 %</b>	<b>\$18,006.55</b>	<b>\$23,774.79</b>	<b>\$5,768.24</b>	<b>24.3 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$4,232.02	\$5,713.16	\$1,481.14	25.9%	\$38,332.18	\$62,844.84	\$24,512.66	39.0%
Longevity Bonus	130.00	130.00	0.00	0.0	358.00	358.00	0.00	0.0
FICA and Medicare	329.33	439.33	110.00	25.0	2,953.18	4,832.67	1,879.49	38.9
Retirement	276.92	370.58	93.66	25.3	1,539.63	4,076.42	2,536.79	62.2
Health Insurance	895.96	965.00	69.04	7.2	4,031.82	10,615.00	6,583.18	62.0
Worker's Compensation	0.00	0.00	0.00	0.0	240.00	196.50	(43.50)	(22.1)
Unemployment	6.13	8.58	2.45	28.6	131.47	94.42	(37.05)	(39.2)
<b>Total General &amp; Administrative Expenses</b>	<b>\$5,870.36</b>	<b>\$7,626.65</b>	<b>\$1,756.29</b>	<b>23.0 %</b>	<b>\$47,586.28</b>	<b>\$83,017.85</b>	<b>\$35,431.57</b>	<b>42.7 %</b>
<b>Total Expenses</b>	<b>\$6,670.00</b>	<b>\$9,378.86</b>	<b>\$2,708.86</b>	<b>28.9%</b>	<b>\$65,592.83</b>	<b>\$106,792.64</b>	<b>\$41,199.81</b>	<b>38.6%</b>
<b>Net Income (Loss)</b>	<b>\$(6,670.00)</b>	<b>\$(9,378.86)</b>	<b>\$2,708.86</b>	<b>28.9%</b>	<b>(\$65,592.83)</b>	<b>\$(106,792.64)</b>	<b>\$41,199.81</b>	<b>38.6%</b>

6/7/22  
8:16:13 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Program Expenses</u></b>								
Fuel	\$187.94	\$108.33	\$(79.61)	(73.5)%	\$1,024.73	\$1,191.67	\$166.94	14.0%
Legal Exp - Parks	0.00	20.83	20.83	100.0	0.00	229.17	229.17	100.0
Miscellaneous	0.00	23.58	23.58	100.0	96.69	259.42	162.73	62.7
Software Service & Support	0.00	0.00	0.00	0.0	79.81	0.00	(79.81)	0.0
Operating Supplies - Parks	0.00	29.16	29.16	100.0	106.20	320.84	214.64	66.9
R&M Building - Parks	0.00	8.33	8.33	100.0	0.00	91.67	91.67	100.0
Rep and Maint - Vehicles	34.48	125.00	90.52	72.4	1,117.64	1,375.00	257.36	18.7
Rep and Maint - Equipment	41.45	41.66	0.21	0.5	297.58	458.34	160.76	35.1
Rep and Maint - Infrastructure	230.83	333.33	102.50	30.8	869.70	3,666.67	2,796.97	76.3
Small Tools and Equipment	0.00	25.00	25.00	100.0	68.43	275.00	206.57	75.1
Uniform Exp Parks	8.78	25.00	16.22	64.9	226.72	275.00	48.28	17.6
Utilities	45.10	233.33	188.23	80.7	1,836.54	2,566.67	730.13	28.4
Lease Payments	21.68	21.75	0.07	0.3	216.80	239.25	22.45	9.4
<b>Total Program Expenses</b>	<b>\$570.26</b>	<b>\$995.30</b>	<b>\$425.04</b>	<b>42.7 %</b>	<b>\$5,940.84</b>	<b>\$10,948.70</b>	<b>\$5,007.86</b>	<b>45.7 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$453.10	\$558.41	\$105.31	18.9%	\$5,574.24	\$6,142.59	\$568.35	9.3%
FICA and Medicare	32.94	42.75	9.81	22.9	395.62	470.25	74.63	15.9
Retirement	31.26	44.25	12.99	29.4	425.31	486.75	61.44	12.6
Health Insurance	113.22	177.66	64.44	36.3	1,651.64	1,954.34	302.70	15.5
Worker's Compensation	0.00	0.00	0.00	0.0	201.00	306.75	105.75	34.5
Unemployment	0.42	0.66	0.24	36.4	7.09	7.34	0.25	3.4
<b>Total General &amp; Administrative Expenses</b>	<b>\$630.94</b>	<b>\$823.73</b>	<b>\$192.79</b>	<b>23.4 %</b>	<b>\$8,254.90</b>	<b>\$9,368.02</b>	<b>\$1,113.12</b>	<b>11.9 %</b>
<b>Total Expenses</b>	<b>\$1,201.20</b>	<b>\$1,819.03</b>	<b>\$617.83</b>	<b>34.0%</b>	<b>\$14,195.74</b>	<b>\$20,316.72</b>	<b>\$6,120.98</b>	<b>30.1%</b>
<b>Net Income (Loss)</b>	<b>\$(1,201.20)</b>	<b>\$(1,819.03)</b>	<b>\$617.83</b>	<b>34.0%</b>	<b>(\$14,195.74)</b>	<b>\$(20,316.72)</b>	<b>\$6,120.98</b>	<b>30.1%</b>

6/7/22

8:17:43 AM

**Town of Jerome**  
**Income Statement**  
 (Original Budget to Actual Comparison)  
 For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Program Expenses</u></b>								
Contract Services	\$50.00	\$875.00	\$825.00	94.3%	\$5,191.50	\$9,625.00	\$4,433.50	46.1%
Engineering Fees	0.00	416.66	416.66	100.0	0.00	4,583.34	4,583.34	100.0
Fuel	67.49	108.33	40.84	37.7	552.23	1,191.67	639.44	53.7
Legal Exp - Properties	0.00	25.00	25.00	100.0	0.00	275.00	275.00	100.0
Miscellaneous	240.35	100.00	(140.35)	(140.4)	786.32	1,100.00	313.68	28.5
Software Service & Support	0.00	0.00	0.00	0.0	79.81	0.00	(79.81)	0.0
Operating Supplies - Properties	0.00	0.00	0.00	0.0	1,894.59	800.00	(1,094.59)	(136.8)
R&M Building - Properties	1,054.40	3,333.33	2,278.93	68.4	20,450.36	36,666.67	16,216.31	44.2
Rep and Maint - Vehicles	34.48	125.00	90.52	72.4	1,117.64	1,375.00	257.36	18.7
Rep and Maint - Equipment	41.45	20.83	(20.62)	(99.0)	396.81	229.17	(167.64)	(73.2)
Rep and Maint - Infrastructure	0.00	5,250.00	5,250.00	100.0	6,318.05	57,750.00	51,431.95	89.1
Small Tools and Equipment	126.31	0.00	(126.31)	0.0	1,146.48	500.00	(646.48)	(129.3)
Uniform Exp Properties	8.78	25.00	16.22	64.9	226.72	275.00	48.28	17.6
Utilities	1,263.36	3,500.00	2,236.64	63.9	35,185.25	38,500.00	3,314.75	8.6
Lease Payments	21.68	21.75	0.07	0.3	216.80	239.25	22.45	9.4
<b>Total Program Expenses</b>	<b>\$2,908.30</b>	<b>\$13,800.90</b>	<b>\$10,892.60</b>	<b>78.9 %</b>	<b>\$73,562.56</b>	<b>\$153,110.10</b>	<b>\$79,547.54</b>	<b>52.0 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$2,805.73	\$3,458.08	\$652.35	18.9%	\$34,059.04	\$38,038.92	\$3,979.88	10.5%
FICA and Medicare	203.97	264.58	60.61	22.9	2,449.84	2,910.42	460.58	15.8
Retirement	193.55	274.08	80.53	29.4	2,633.68	3,014.92	381.24	12.6
Health Insurance	701.10	1,100.25	399.15	36.3	10,228.00	12,102.75	1,874.75	15.5
Worker's Compensation	0.00	0.00	0.00	0.0	1,138.00	1,899.75	761.75	40.1
Unemployment	2.62	4.16	1.54	37.0	44.01	45.84	1.83	4.0
<b>Total General &amp; Administrative Expenses</b>	<b>\$3,906.97</b>	<b>\$5,101.15</b>	<b>\$1,194.18</b>	<b>23.4 %</b>	<b>\$50,552.57</b>	<b>\$58,012.60</b>	<b>\$7,460.03</b>	<b>12.9 %</b>
<b>Total Expenses</b>	<b>\$6,815.27</b>	<b>\$18,902.05</b>	<b>\$12,086.78</b>	<b>63.9%</b>	<b>\$124,115.13</b>	<b>\$211,122.70</b>	<b>\$87,007.57</b>	<b>41.2%</b>
<b>Net Income (Loss)</b>	<b>\$(6,815.27)</b>	<b>\$(18,902.05)</b>	<b>\$12,086.78</b>	<b>63.9%</b>	<b>\$(124,115.13)</b>	<b>\$(211,122.70)</b>	<b>\$87,007.57</b>	<b>41.2%</b>

6/7/22  
8:19:30 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Revenues</u></b>								
Connection Fees	\$0.00	\$416.66	\$(416.66)	(100.0)%	\$5,800.00	\$4,583.34	\$1,216.66	26.5%
Water Usage Fees	13,924.31	15,000.00	(1,075.69)	(7.2)	156,125.16	165,000.00	(8,874.84)	(5.4)
Miscellaneous	331.00	83.33	247.67	297.2	2,296.00	916.67	1,379.33	150.5
Transfers In	3,333.33	3,333.33	0.00	0.0	36,666.71	36,666.67	0.04	0.0
<b>Net Revenues</b>	<b>\$17,588.64</b>	<b>\$18,833.32</b>	<b>\$(1,244.68)</b>	<b>(6.6)%</b>	<b>\$200,887.87</b>	<b>\$207,166.68</b>	<b>\$(6,278.81)</b>	<b>(3.0)%</b>
<b><u>Program Expenses</u></b>								
Advertising, Printing, & Publishing	\$0.00	\$0.00	\$0.00	0.0%	\$36.02	\$0.00	\$(36.02)	0.0%
Contract Services	1,230.00	900.00	(330.00)	(36.7)	9,330.00	9,900.00	570.00	5.8
Training & Education	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
Permit Fee Exp - Water	0.00	150.00	150.00	100.0	500.00	1,650.00	1,150.00	69.7
Engineering Fees	0.00	250.00	250.00	100.0	0.00	2,750.00	2,750.00	100.0
Fuel	240.91	166.66	(74.25)	(44.6)	1,418.13	1,833.34	415.21	22.6
Insurance	0.00	0.00	0.00	0.0	4,799.04	7,500.00	2,700.96	36.0
Legal Exp - Water	867.75	145.83	(721.92)	(495.0)	2,854.25	1,604.17	(1,250.08)	(77.9)
Miscellaneous	0.00	0.00	0.00	0.0	450.72	299.00	(151.72)	(50.7)
Software Support Exp - Water	0.00	0.00	0.00	0.0	5,159.30	5,017.00	(142.30)	(2.8)
Operating Supplies - Water	0.00	250.00	250.00	100.0	2,533.21	2,750.00	216.79	7.9
R&M Building - Water	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
Rep and Maint - Vehicles	34.48	166.66	132.18	79.3	1,238.34	1,833.34	595.00	32.5
Rep and Maint - Equipment	41.45	0.00	(41.45)	0.0	3,503.29	2,500.00	(1,003.29)	(40.1)
Rep and Maint - Infrastructure	889.55	16,708.33	15,818.78	94.7	22,865.14	66,791.67	43,926.53	65.8
Springs Security Exp	60.42	416.66	356.24	85.5	945.61	14,583.34	13,637.73	93.5
Service Tests/System Testing	15.00	83.33	68.33	82.0	438.00	916.67	478.67	52.2
Small Tools and Equipment	241.59	125.00	(116.59)	(93.3)	445.24	1,375.00	929.76	67.6
DWR Fee Exp	0.00	75.00	75.00	100.0	0.00	825.00	825.00	100.0
Uniform Exp Water	8.78	25.00	16.22	64.9	226.72	275.00	48.28	17.6
Utilities Exp - Water	0.00	41.66	41.66	100.0	367.79	458.34	90.55	19.8
Administrative Charge	4,272.93	4,272.91	(0.02)	0.0	47,002.27	47,002.09	(0.18)	0.0
Lease Payments	75.88	75.91	0.03	0.0	758.80	835.09	76.29	9.1
<b>Total Program Expenses</b>	<b>\$7,978.74</b>	<b>\$23,936.27</b>	<b>\$15,957.53</b>	<b>66.7 %</b>	<b>\$104,871.87</b>	<b>\$171,615.73</b>	<b>\$66,743.86</b>	<b>38.9 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$4,949.24	\$6,099.91	\$1,150.67	18.9%	\$60,011.85	\$67,099.09	\$7,087.24	10.6%
FICA and Medicare	359.80	466.66	106.86	22.9	4,321.38	5,133.34	811.96	15.8
Retirement	341.41	483.41	142.00	29.4	4,645.76	5,317.59	671.83	12.6

6/7/22  
8:19:30 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
Health Insurance	1,236.74	1,940.83	704.09	36.3	18,042.08	21,349.17	3,307.09	15.5
Worker's Compensation	0.00	0.00	0.00	0.0	2,688.00	3,351.75	663.75	19.8
Unemployment	4.64	7.41	2.77	37.4	77.62	81.59	3.97	4.9
<b>Total General &amp; Administrative Expenses</b>	<b>\$6,891.83</b>	<b>\$8,998.22</b>	<b>\$2,106.39</b>	<b>23.4 %</b>	<b>\$89,786.69</b>	<b>\$102,332.53</b>	<b>\$12,545.84</b>	<b>12.3 %</b>
<b>Total Expenses</b>	<b>\$14,870.57</b>	<b>\$32,934.49</b>	<b>\$18,063.92</b>	<b>54.8%</b>	<b>\$194,658.56</b>	<b>\$273,948.26</b>	<b>\$79,289.70</b>	<b>28.9%</b>
<b>Net Income (Loss)</b>	<b>\$2,718.07</b>	<b>\$(14,101.17)</b>	<b>\$16,819.24</b>	<b>119.3%</b>	<b>\$6,229.31</b>	<b>\$(66,781.58)</b>	<b>\$73,010.89</b>	<b>109.3%</b>

6/7/22  
8:21:29 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Revenues</u></b>								
Connection Fees	\$0.00	\$458.33	\$(458.33)	(100.0)%	\$5,500.00	\$5,041.67	\$458.33	9.1%
Sewer Usage Fees	13,657.00	15,416.66	(1,759.66)	(11.4)	153,704.39	169,583.34	(15,878.95)	(9.4)
Interest and Investment Earnings	0.00	4.16	(4.16)	(100.0)	0.00	45.84	(45.84)	(100.0)
Transfers In	3,333.33	3,333.33	0.00	0.0	36,666.71	36,666.67	0.04	0.0
<b>Net Revenues</b>	<b>\$16,990.33</b>	<b>\$19,212.48</b>	<b>\$(2,222.15)</b>	<b>(11.6)%</b>	<b>\$195,871.10</b>	<b>\$211,337.52</b>	<b>\$(15,466.42)</b>	<b>(7.3)%</b>
<b><u>Program Expenses</u></b>								
Contract Services	\$3,200.00	\$3,200.00	\$0.00	0.0%	\$32,000.00	\$35,200.00	\$3,200.00	9.1%
Permit Fee Exp - Sewer	0.00	0.00	0.00	0.0	7,324.41	1,150.00	(6,174.41)	(536.9)
Engineering Fees	0.00	1,239.99	1,239.99	100.0	16,762.27	23,760.01	6,997.74	29.5
Fuel	237.50	166.66	(70.84)	(42.5)	1,669.38	1,833.34	163.96	8.9
Insurance	0.00	0.00	0.00	0.0	5,438.92	10,000.00	4,561.08	45.6
Legal Exp - Sewer	273.00	100.00	(173.00)	(173.0)	370.50	1,100.00	729.50	66.3
Miscellaneous	0.00	26.58	26.58	100.0	139.52	292.42	152.90	52.3
Software Support Exp - Sewer	0.00	0.00	0.00	0.0	5,159.30	5,020.00	(139.30)	(2.8)
Operating Supplies - Sewer	71.33	833.33	762.00	91.4	4,512.52	9,166.67	4,654.15	50.8
R&M Building - Sewer	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
Rep and Maint - Vehicles	34.48	166.66	132.18	79.3	1,117.64	1,833.34	715.70	39.0
Rep and Maint - Equipment	41.45	333.33	291.88	87.6	164.09	3,666.67	3,502.58	95.5
Rep and Maint - Infrastructure	130.88	1,250.00	1,119.12	89.5	6,001.51	46,750.00	40,748.49	87.2
Service Tests/System Testing	417.00	812.50	395.50	48.7	11,105.20	11,187.50	82.30	0.7
Small Tools & Equipment (under \$5,000)	0.00	291.66	291.66	100.0	1,351.52	3,208.34	1,856.82	57.9
Uniform Exp Sewer	8.78	25.00	16.22	64.9	226.72	275.00	48.28	17.6
Utilities	0.00	250.00	250.00	100.0	1,827.05	2,750.00	922.95	33.6
Administrative Charge	4,272.93	4,272.91	(0.02)	0.0	47,002.27	47,002.09	(0.18)	0.0
Lease Payments	75.88	75.91	0.03	0.0	758.80	835.09	76.29	9.1
<b>Total Program Expenses</b>	<b>\$8,763.23</b>	<b>\$13,086.19</b>	<b>\$4,322.96</b>	<b>33.0 %</b>	<b>\$142,931.62</b>	<b>\$205,488.81</b>	<b>\$62,557.19</b>	<b>30.4 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$2,683.74	\$3,307.75	\$624.01	18.9%	\$32,582.07	\$36,385.25	\$3,803.18	10.5%
FICA and Medicare	195.11	253.00	57.89	22.9	2,343.29	2,783.00	439.71	15.8
Retirement	185.13	262.16	77.03	29.4	2,519.17	2,883.84	364.67	12.6
Health Insurance	670.62	1,052.41	381.79	36.3	9,783.24	11,576.59	1,793.35	15.5
Worker's Compensation	0.00	0.00	0.00	0.0	1,363.00	1,817.25	454.25	25.0
Unemployment	2.52	4.00	1.48	37.0	42.11	44.00	1.89	4.3
<b>Total General &amp; Administrative Expenses</b>	<b>\$3,737.12</b>	<b>\$4,879.32</b>	<b>\$1,142.20</b>	<b>23.4 %</b>	<b>\$48,632.88</b>	<b>\$55,489.93</b>	<b>\$6,857.05</b>	<b>12.4 %</b>



6/7/22  
8:21:29 AM

**Town of Jerome**  
Income Statement  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
Total Expenses	\$12,500.35	\$17,965.51	\$5,465.16	30.4%	\$191,564.50	\$260,978.74	\$69,414.24	26.6%
Net Income (Loss)	\$4,489.98	\$1,246.97	\$3,243.01	260.1%	\$4,306.60	\$(49,641.22)	\$53,947.82	108.7%

6/7/22  
8:22:48 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Revenues</u></b>								
Sanitation Usage Fees	\$14,665.05	\$15,750.00	\$(1,084.95)	(6.9)%	\$162,103.73	\$173,250.00	\$(11,146.27)	(6.4)%
Miscellaneous	360.00	83.33	276.67	332.0	360.00	916.67	(556.67)	(60.7)
<b>Net Revenues</b>	<b>\$15,025.05</b>	<b>\$15,833.33</b>	<b>\$(808.28)</b>	<b>(5.1)%</b>	<b>\$162,463.73</b>	<b>\$174,166.67</b>	<b>\$(11,702.94)</b>	<b>(6.7)%</b>
<b><u>Program Expenses</u></b>								
Recycling Contract Exp	\$0.00	\$208.33	\$208.33	100.0%	\$360.00	\$2,291.67	\$1,931.67	84.3%
Training & Education	0.00	66.66	66.66	100.0	0.00	733.34	733.34	100.0
Equipment Rentals	0.00	83.33	83.33	100.0	0.00	916.67	916.67	100.0
Fuel	846.58	541.66	(304.92)	(56.3)	6,228.15	5,958.34	(269.81)	(4.5)
Insurance	0.00	0.00	0.00	0.0	6,398.73	10,000.00	3,601.27	36.0
Landfill Tipping Fees	1,686.80	2,041.66	354.86	17.4	17,375.80	22,458.34	5,082.54	22.6
Miscellaneous	65.44	29.00	(36.44)	(125.7)	225.12	319.00	93.88	29.4
Software Support Exp - Trash	0.00	0.00	0.00	0.0	3,891.23	5,020.00	1,128.77	22.5
Operating Supplies - Trash	0.00	41.66	41.66	100.0	493.68	458.34	(35.34)	(7.7)
Rep and Maint - Vehicles	197.62	0.00	(197.62)	0.0	10,261.63	7,750.00	(2,511.63)	(32.4)
Rep and Maint - Equipment	41.50	41.66	0.16	0.4	465.67	458.34	(7.33)	(1.6)
Small Tools and Equipment	0.00	416.66	416.66	100.0	68.50	4,583.34	4,514.84	98.5
Uniform Exp Trash	8.83	25.00	16.17	64.7	226.84	275.00	48.16	17.5
Administrative Charge	4,272.93	4,272.91	(0.02)	0.0	47,002.27	47,002.09	(0.18)	0.0
Transfers Out	0.00	0.00	0.00	0.0	10,000.00	10,000.00	0.00	0.0
<b>Total Program Expenses</b>	<b>\$7,119.70</b>	<b>\$7,768.53</b>	<b>\$648.83</b>	<b>8.4 %</b>	<b>\$102,997.62</b>	<b>\$118,224.47</b>	<b>\$15,226.85</b>	<b>12.9 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$4,269.57	\$5,262.25	\$992.68	18.9%	\$51,782.88	\$57,884.75	\$6,101.87	10.5%
FICA and Medicare	310.39	402.58	92.19	22.9	3,727.96	4,428.42	700.46	15.8
Retirement	294.52	417.08	122.56	29.4	4,007.75	4,587.92	580.17	12.6
Health Insurance	1,066.86	1,674.33	607.47	36.3	15,564.32	18,417.67	2,853.35	15.5
Worker's Compensation	0.00	0.00	0.00	0.0	3,820.00	2,891.25	(928.75)	(32.1)
Unemployment	4.00	6.41	2.41	37.6	66.98	70.59	3.61	5.1
<b>Total General &amp; Administrative Expenses</b>	<b>\$5,945.34</b>	<b>\$7,762.65</b>	<b>\$1,817.31</b>	<b>23.4 %</b>	<b>\$78,969.89</b>	<b>\$88,280.60</b>	<b>\$9,310.71</b>	<b>10.5 %</b>
<b>Total Expenses</b>	<b>\$13,065.04</b>	<b>\$15,531.18</b>	<b>\$2,466.14</b>	<b>15.9%</b>	<b>\$181,967.51</b>	<b>\$206,505.07</b>	<b>\$24,537.56</b>	<b>11.9%</b>
<b>Net Income (Loss)</b>	<b>\$1,960.01</b>	<b>\$302.15</b>	<b>\$1,657.86</b>	<b>548.7%</b>	<b>(\$19,503.78)</b>	<b>\$(32,338.40)</b>	<b>\$12,834.62</b>	<b>39.7%</b>

6/7/22  
8:24:31 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Revenues</u></b>								
HURF Revenue	\$4,266.46	\$3,277.83	\$988.63	30.2%	\$42,500.62	\$36,056.17	\$6,444.45	17.9%
Interest and Investment Earnings	39.29	50.00	(10.71)	(21.4)	406.44	550.00	(143.56)	(26.1)
Transfers In	4,210.86	12,325.00	(8,114.14)	(65.8)	78,122.89	87,175.00	(9,052.11)	(10.4)
<b>Net Revenues</b>	<b>\$8,516.61</b>	<b>\$15,652.83</b>	<b>\$(7,136.22)</b>	<b>(45.6)%</b>	<b>\$121,029.95</b>	<b>\$123,781.17</b>	<b>\$(2,751.22)</b>	<b>(2.2)%</b>
<b><u>Program Expenses</u></b>								
Engineering Fees	\$0.00	\$416.66	\$416.66	100.0%	\$0.00	\$4,583.34	\$4,583.34	100.0%
Equipment Rentals - HURF	0.00	83.33	83.33	100.0	0.00	916.67	916.67	100.0
Fuel	67.49	108.33	40.84	37.7	919.08	1,191.67	272.59	22.9
Insurance	0.00	0.00	0.00	0.0	3,199.38	5,000.00	1,800.62	36.0
COVID Expenses - Portajohns	0.00	250.00	250.00	100.0	9,928.00	13,750.00	3,822.00	27.8
Miscellaneous	0.00	38.91	38.91	100.0	119.30	428.09	308.79	72.1
Software Service & Support	0.00	0.00	0.00	0.0	757.56	1,108.00	350.44	31.6
Operating Supplies - HURF	0.00	58.33	58.33	100.0	131.54	641.67	510.13	79.5
Public Restroom Supplies	1,007.75	233.33	(774.42)	(331.9)	1,611.17	2,566.67	955.50	37.2
R&M Building - HURF	0.00	41.66	41.66	100.0	0.00	458.34	458.34	100.0
Rep and Maint - Vehicles	34.48	125.00	90.52	72.4	1,117.64	1,375.00	257.36	18.7
Rep and Maint - Equipment	41.45	41.66	0.21	0.5	164.09	458.34	294.25	64.2
Rep and Maint - Infrastructure	0.00	1,666.66	1,666.66	100.0	13,514.63	33,333.34	19,818.71	59.5
Small Tools and Equipment	0.00	41.66	41.66	100.0	106.67	458.34	351.67	76.7
Street Lights	1,041.05	1,083.33	42.28	3.9	11,183.27	11,916.67	733.40	6.2
Street Supplies	1,181.32	0.00	(1,181.32)	0.0	13,893.77	10,000.00	(3,893.77)	(38.9)
Uniform Exp - HURF	8.78	25.00	16.22	64.9	226.72	275.00	48.28	17.6
Administrative Charge	919.87	919.83	(0.04)	0.0	10,118.66	10,118.17	(0.49)	0.0
Capital Outlay	0.00	0.00	0.00	0.0	0.00	50,000.00	50,000.00	100.0
Lease Payments	21.69	21.75	0.06	0.3	216.90	239.25	22.35	9.3
<b>Total Program Expenses</b>	<b>\$4,323.88</b>	<b>\$5,155.44</b>	<b>\$831.56</b>	<b>16.1 %</b>	<b>\$67,208.38</b>	<b>\$148,818.56</b>	<b>\$81,610.18</b>	<b>54.8 %</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$3,223.69	\$3,958.66	\$734.97	18.6%	\$39,333.75	\$43,545.34	\$4,211.59	9.7%
FICA and Medicare	238.00	302.83	64.83	21.4	2,885.79	3,331.17	445.38	13.4
Retirement	156.28	221.33	65.05	29.4	2,126.59	2,434.67	308.08	12.7
Health Insurance	566.12	888.41	322.29	36.3	8,258.64	9,772.59	1,513.95	15.5
Worker's Compensation	0.00	0.00	0.00	0.0	1,131.00	1,809.75	678.75	37.5
Unemployment	8.64	7.66	(0.98)	(12.8)	85.80	84.34	(1.46)	(1.7)
<b>Total General &amp; Administrative Expenses</b>	<b>\$4,192.73</b>	<b>\$5,378.89</b>	<b>\$1,186.16</b>	<b>22.1 %</b>	<b>\$53,821.57</b>	<b>\$60,977.86</b>	<b>\$7,156.29</b>	<b>11.7 %</b>

6/7/22  
8:24:31 AM

**Town of Jerome**  
Income Statement  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
Total Expenses	\$8,516.61	\$10,534.33	\$2,017.72	19.2%	\$121,029.95	\$209,796.42	\$88,766.47	42.3%
Net Income (Loss)	\$0.00	\$5,118.50	\$(5,118.50)	(100.0)%	\$0.00	\$(86,015.25)	\$86,015.25	100.0%

6/7/22  
8:25:49 AM

**Town of Jerome**  
**Income Statement**  
(Original Budget to Actual Comparison)  
For the period of 5/1/2022 Through 5/31/2022

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

	Actual	Current Period Budget	Variance	%	Actual	Year To Date Budget	Variance	%
<b><u>Revenues</u></b>								
Parking Kiosk Revenue	\$34,646.70	\$20,833.33	\$13,813.37	66.3%	\$312,005.55	\$229,166.67	\$82,838.88	36.1%
<b>Net Revenues</b>	<b>\$34,646.70</b>	<b>\$20,833.33</b>	<b>\$13,813.37</b>	<b>66.3 %</b>	<b>\$312,005.55</b>	<b>\$229,166.67</b>	<b>\$82,838.88</b>	<b>36.1 %</b>
<b><u>Program Expenses</u></b>								
Miscellaneous	\$0.00	\$20.00	\$20.00	100.0%	\$0.00	\$220.00	\$220.00	100.0%
Bank Charges	111.59	0.00	(111.59)	0.0	111.59	0.00	(111.59)	0.0
Credit Card Processing Fees	5,392.27	3,333.33	(2,058.94)	(61.8)	42,696.77	36,666.67	(6,030.10)	(16.4)
Software Service and Support	428.69	447.50	18.81	4.2	4,960.41	5,660.50	700.09	12.4
Operating Supplies	0.00	250.00	250.00	100.0	626.46	2,750.00	2,123.54	77.2
Telephone	160.04	166.66	6.62	4.0	2,683.94	1,833.34	(850.60)	(46.4)
Capital Outlay	0.00	0.00	0.00	0.0	20,441.70	15,000.00	(5,441.70)	(36.3)
Allow for Additional Capital Purchases	0.00	166.66	166.66	100.0	0.00	1,833.34	1,833.34	100.0
Transfers Out	9,166.66	10,712.50	1,545.84	14.4	140,833.34	139,287.50	(1,545.84)	(1.1)
<b>Total Program Expenses</b>	<b>\$15,259.25</b>	<b>\$15,096.65</b>	<b>\$(162.60)</b>	<b>(1.1)%</b>	<b>\$212,354.21</b>	<b>\$203,251.35</b>	<b>\$(9,102.86)</b>	<b>(4.5)%</b>
<b><u>General &amp; Administrative Expenses</u></b>								
Salaries and Wages	\$2,701.06	\$2,384.08	\$(316.98)	(13.3)%	\$24,992.58	\$26,224.92	\$1,232.34	4.7%
FICA Match	206.64	182.41	(24.23)	(13.3)	1,919.52	2,006.59	87.07	4.3
Worker's Compensation	0.00	0.00	0.00	0.0	500.00	563.25	63.25	11.2
Unemployment	18.39	8.58	(9.81)	(114.3)	130.39	94.42	(35.97)	(38.1)
<b>Total General &amp; Administrative Expenses</b>	<b>\$2,926.09</b>	<b>\$2,575.07</b>	<b>\$(351.02)</b>	<b>(13.6)%</b>	<b>\$27,542.49</b>	<b>\$28,889.18</b>	<b>\$1,346.69</b>	<b>4.7 %</b>
<b>Total Expenses</b>	<b>\$18,185.34</b>	<b>\$17,671.72</b>	<b>\$(513.62)</b>	<b>(2.9)%</b>	<b>\$239,896.70</b>	<b>\$232,140.53</b>	<b>\$(7,756.17)</b>	<b>(3.3)%</b>
<b>Net Income (Loss)</b>	<b>\$16,461.36</b>	<b>\$3,161.61</b>	<b>\$13,299.75</b>	<b>420.7%</b>	<b>\$72,108.85</b>	<b>\$(2,973.86)</b>	<b>\$75,082.71</b>	<b>2524.8%</b>

6/7/22  
8:27:45 AM

**Town of Jerome**  
Balance Sheet  
As of 5/31/2022  
  
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	(3,299.13)	
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	(15,409.78)	
NBA Checking	89,213.61	
OAZ Checking	517,108.23	
OAZ General Savings	897,328.09	
OAZ CTL Business Savings	5.00	
Total Current Assets		\$1,778,062.19

**Other Assets**

Due From Other Funds	\$1,478,087.44	
Total Other Assets		1,478,087.44

**Total Assets**

**\$3,256,149.63**

**Liabilities and Net Assets**

**Current Liabilities**

Accounts Payable	\$3,036.10	
Federal WH & FICA	3.83	
Health Insurance	2,026.23	
457G Retirement	(0.01)	
PSPRS	1,666.05	
Customer Deposits	6,760.72	
FD Per Call Payable	7,762.50	
Ganishments Payable	1,735.51	
Wages Payable	30,589.12	
Import Clearing	531.00	
Due To Other Funds	1,711,710.76	
Court Liabilities	10,404.08	
Total Current Liabilities		\$1,776,225.89
Total Liabilities		\$1,776,225.89

**Net Assets**

Unrestricted Funds	638,873.64	
Current Year Net Assets	841,050.10	
Total Net Assets		1,479,923.74
Total Liabilities and Net Assets		<b>\$3,256,149.63</b>

6/7/22  
8:29:39 AM

**Town of Jerome**  
Balance Sheet  
As of 5/31/2022  
  
Fund: (2) Utilities

**Assets**

**Current Assets**

Allowance for Doubtful Accts	\$(15,000.00)	
Utilities A/R	52,746.91	
Miscellaneous	27.21	
Construction WIP	72,959.00	
Total Current Assets		\$110,733.12

**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	\$727,750.76	
Total Other Assets		727,750.76

**Total Assets**

\$2,832,055.20

**Liabilities and Net Assets**

**Current Liabilities**

Sales Tax Payable	\$543.76	
Customer Deposits	27,869.39	
Compensated Absences	5,461.24	
Other Liabilities	4,040.76	
Due To Other Funds	620,981.65	
Accrued Payroll	4,996.84	
Total Current Liabilities		\$663,893.64

**Total Liabilities**

\$663,893.64

**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	(14,090.68)	
Total Net Assets		2,168,161.56
Total Liabilities and Net Assets		<u>\$2,832,055.20</u>

6/7/22  
8:30:39 AM

**Town of Jerome**  
Balance Sheet  
As of 5/31/2022  
  
Fund: (3) Road  
Department: (30) HURF

**Assets**

**Current Assets**

HURF Accounts Receivable	\$3,934.32	
OAZ HURF Savings	463,989.43	
Total Current Assets		\$467,923.75

**Other Assets**

Due From Other Funds	\$108,923.05	
Total Other Assets		108,923.05

<b>Total Assets</b>		<b>\$576,846.80</b>
---------------------	--	---------------------

**Liabilities and Net Assets**

**Current Liabilities**

Due To Other Funds	\$467,402.26	
Accrued Payroll	1,287.17	
Total Current Liabilities		\$468,689.43

<b>Total Liabilities</b>		<b>\$468,689.43</b>
--------------------------	--	---------------------

**Net Assets**

Unrestricted Fund Balance	153,174.00	
Current Year Net Assets	(45,016.63)	

<b>Total Net Assets</b>		<b>108,157.37</b>
-------------------------	--	-------------------

<b>Total Liabilities and Net Assets</b>		<b>\$576,846.80</b>
---	--	---------------------



6/7/22  
8:31:31 AM

**Town of Jerome**  
Balance Sheet  
As of 5/31/2022  
  
Fund: (3) Road  
Department: (35) Parking

**Assets**

**Other Assets**

Due From	\$552,981.29	
Total Other Assets		\$552,981.29
<b>Total Assets</b>		<b>\$552,981.29</b>

**Liabilities and Net Assets**

**Current Liabilities**

Due To	\$364,546.13	
Wages Payable	387.54	
Total Current Liabilities		\$364,933.67
<b>Total Liabilities</b>		<b>\$364,933.67</b>

**Net Assets**

Current Year Net Assets	\$188,047.62	
<b>Total Net Assets</b>		<b>188,047.62</b>
<b>Total Liabilities and Net Assets</b>		<b>\$552,981.29</b>

6/7/22  
8:32:02 AM

**Town of Jerome**  
Balance Sheet  
As of 5/31/2022

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	\$39,403.59	
Total Other Assets		39,403.59

<b>Total Assets</b>		<b>\$246,240.82</b>
---------------------	--	---------------------

**Liabilities and Net Assets**

**Current Liabilities**

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

<b>Total Liabilities</b>		<b>\$27,372.89</b>
--------------------------	--	--------------------

**Net Assets**

Unrestricted Fund Balance	163,876.90	
Current Year Net Assets	54,991.03	

<b>Total Net Assets</b>		<b>218,867.93</b>
-------------------------	--	-------------------

<b>Total Liabilities and Net Assets</b>		<b>\$246,240.82</b>
---	--	---------------------

6/7/22  
8:39:14 AM

**Town of Jerome**

Balance Sheet

As of 5/31/2022

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	\$143,068.03	
Total Other Assets		143,068.03

**Total Assets**

\$158,692.56

**Liabilities and Net Assets**

**Current Liabilities**

Due To Other Funds	\$46,427.57	
Deferred Revenue - Opr Grants	51,303.51	
Total Current Liabilities		\$97,731.08

**Total Liabilities**

\$97,731.08

**Net Assets**

Unrestricted Fund Balance	32,586.67	
Current Year Net Assets	28,374.81	
Total Net Assets		60,961.48

**Total Liabilities and Net Assets**

\$158,692.56

6/7/22  
9:12:18 AM

**Town of Jerome**  
Balance Sheet  
As of 5/31/2022  
  
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	\$141,193.43	
Total Other Assets		141,193.43

<b>Total Assets</b>		<b>\$215,352.51</b>
---------------------	--	---------------------

**Liabilities and Net Assets**

**Current Liabilities**

Deferred Revenue - Cap Grants	\$109,069.87	
Due To Other Funds	89,267.47	
Accounts Payable - Cap Grants	89.56	
Total Current Liabilities		\$198,426.90

<b>Total Liabilities</b>		<b>\$198,426.90</b>
--------------------------	--	---------------------

**Net Assets**

Restricted Fund Balance	\$141,447.16	
Unrestricted Fund Balance	(128,623.24)	
Current Year Net Assets	4,101.69	

<b>Total Net Assets</b>		<b>16,925.61</b>
-------------------------	--	------------------

<b>Total Liabilities and Net Assets</b>		<b>\$215,352.51</b>
---	--	---------------------

6/7/22  
9:12:48 AM

**Town of Jerome**

Balance Sheet

As of 5/31/2022

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	\$128,564.42	
Total Other Assets		128,564.42

<b>Total Assets</b>		<b>\$173,331.16</b>
---------------------	--	---------------------

**Liabilities and Net Assets**

**Current Liabilities**

Due To Other Funds	\$99,190.45	
Total Current Liabilities		\$99,190.45

<b>Total Liabilities</b>		<b>\$99,190.45</b>
--------------------------	--	--------------------

**Net Assets**

Unrestricted Fund Balance	\$80,916.63	
Current Year Net Assets	(6,775.92)	

<b>Total Net Assets</b>		<b>74,140.71</b>
-------------------------	--	------------------

<b>Total Liabilities and Net Assets</b>		<b>\$173,331.16</b>
---	--	---------------------

6/7/22  
9:13:15 AM

Town of Jerome  
Balance Sheet  
As of 5/31/2022

Fund: (8) UF Contingencies

Assets		
<b>Other Assets</b>		
Due From Other Funds	\$75,980.48	
Total Other Assets		\$75,980.48
<b>Total Assets</b>		<b>\$75,980.48</b>
<b>Liabilities and Net Assets</b>		
<b>Current Liabilities</b>		
Due To Other Funds	\$500.00	
Total Current Liabilities		\$500.00
<b>Total Liabilities</b>		<b>\$500.00</b>
<b>Net Assets</b>		
Current Year Net Assets	\$75,480.48	
<b>Total Net Assets</b>		<b>75,480.48</b>
<b>Total Liabilities and Net Assets</b>		<b>\$75,980.48</b>

6/7/22  
9:13:51 AM

**Town of Jerome**  
Balance Sheet  
As of 5/31/2022  
  
Fund: (9) Capital

**Assets**

**Current Assets**

OAZ Capital Improvements	\$60,788.13	
Total Current Assets		\$60,788.13

**Other Assets**

Due From Other Funds	\$32,124.44	
Total Other Assets		32,124.44

<b>Total Assets</b>		<b>\$92,912.57</b>
---------------------	--	--------------------

**Net Assets**

Unrestricted Fund Balance	\$77,812.73	
Current Year Net Assets	15,099.84	
<b>Total Net Assets</b>		<b>92,912.57</b>

<b>Total Liabilities and Net Assets</b>		<b>\$92,912.57</b>
---	--	--------------------

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description			Account								
<b>VENDOR: 1002 - XEROX FINANCIAL SERVICES</b>											<b>\$0.00</b>
<b>5422MA14</b>	<b>05/04/22</b>	<b>05/04/22</b>	<b>06/03/22</b>								
020-0098114-001, Inv 3219768 Copier			1.10.1045 - General Fund PrePaid Exp		\$397.95	\$0.00	\$397.95	05/04/22	12744	ASCUCK	\$0.00
<b>INVOICE 5422MA14 TOTALS:</b>					<b>\$397.95</b>	<b>\$0.00</b>	<b>\$397.95</b>				<b>\$0.00</b>
<b>XEROX FINANCIAL SERVICES TOTALS:</b>					<b>\$397.95</b>	<b>\$0.00</b>	<b>\$397.95</b>				<b>\$0.00</b>
<b>VENDOR: 1011 - SOUTHWESTERN ENVIRON (SEC)</b>											<b>\$0.00</b>
<b>52522MA5</b>	<b>05/25/22</b>	<b>05/25/22</b>	<b>06/24/22</b>								
Inv 2002-122 Post Design Services			6.70.6106 - HURF Exchange Drainage Expe		\$2,211.00	\$0.00	\$2,211.00	05/25/22	12789	ASCUCK	\$0.00
<b>INVOICE 52522MA5 TOTALS:</b>					<b>\$2,211.00</b>	<b>\$0.00</b>	<b>\$2,211.00</b>				<b>\$0.00</b>
<b>SOUTHWESTERN ENVIRON (SEC) TOTALS:</b>					<b>\$2,211.00</b>	<b>\$0.00</b>	<b>\$2,211.00</b>				<b>\$0.00</b>
<b>VENDOR: 1028 - YAVAPAI CO. EDUCATION TECH</b>											<b>\$460.07</b>
<b>5422MA8</b>	<b>05/04/22</b>	<b>05/04/22</b>	<b>06/03/22</b>								
Inv 21-1342 Internet Access GG			1.11.6192 - Software Support Exp - GG		\$120.00	\$0.00	\$120.00	05/04/22	12745	ASCUCK	\$0.00
Inv 21-1342 Internet Access PW			1.16.6192 - Software Maintenance & Suppor		\$75.00	\$0.00	\$75.00	05/04/22	12745	ASCUCK	\$0.00
Inv 21-1342 Internet Access FD			1.14.6192 - Software Service & Support		\$75.00	\$0.00	\$75.00	05/04/22	12745	ASCUCK	\$0.00
Inv 21-1342 Internet Access PD			1.13.6192 - Software Service & Support		\$150.00	\$0.00	\$150.00	05/04/22	12745	ASCUCK	\$0.00
Inv 21-1341 E-Rate LB			1.15.6266 - E-Rate Exp		\$42.95	\$0.00	\$42.95	05/04/22	12745	ASCUCK	\$0.00
<b>INVOICE 5422MA8 TOTALS:</b>					<b>\$462.95</b>	<b>\$0.00</b>	<b>\$462.95</b>				<b>\$0.00</b>
<b>YAVAPAI CO. EDUCATION TECH TOTALS:</b>					<b>\$462.95</b>	<b>\$0.00</b>	<b>\$462.95</b>				<b>\$460.07</b>
<b>VENDOR: 1035 - GFOA(GOV.FINANCE OFFICERS ASSO</b>											<b>\$0.00</b>
<b>51122MA9</b>	<b>05/11/22</b>	<b>05/11/22</b>	<b>06/10/22</b>								
Notice #2223197 Membership Renewal			1.11.6125 - Dues, Subs & Memberships		\$160.00	\$0.00	\$160.00	05/11/22	12761	ASCUCK	\$0.00
<b>INVOICE 51122MA9 TOTALS:</b>					<b>\$160.00</b>	<b>\$0.00</b>	<b>\$160.00</b>				<b>\$0.00</b>
<b>GFOA(GOV.FINANCE OFFICERS ASSO TOTALS:</b>					<b>\$160.00</b>	<b>\$0.00</b>	<b>\$160.00</b>				<b>\$0.00</b>
<b>VENDOR: 1054 - PARKEON</b>											<b>\$0.00</b>
<b>5422MA11</b>	<b>05/04/22</b>	<b>05/04/22</b>	<b>06/03/22</b>								
S0131335, IV128829 Flowbird Fees			3.35.6192 - Software Service and Support		\$53.00	\$0.00	\$53.00	05/04/22	12746	ASCUCK	\$0.00
S0131335, IV129036 Parkfolio Fees,			3.35.6192 - Software Service and Support		\$375.69	\$0.00	\$375.69	05/04/22	12746	ASCUCK	\$0.00
<b>INVOICE 5422MA11 TOTALS:</b>					<b>\$428.69</b>	<b>\$0.00</b>	<b>\$428.69</b>				<b>\$0.00</b>
<b>PARKEON TOTALS:</b>					<b>\$428.69</b>	<b>\$0.00</b>	<b>\$428.69</b>				<b>\$0.00</b>
<b>VENDOR: 1056 - PREMIER DIESEL TRUCK &amp; EQUIP</b>											<b>\$0.00</b>
<b>51822MA10</b>	<b>05/18/22</b>	<b>05/18/22</b>	<b>06/17/22</b>								
Inv 282 E-111 DEF Diagnostics FD			1.14.6220 - Rep and Maint - Vehicles		\$250.00	\$0.00	\$250.00	05/18/22	12775	ASCUCK	\$0.00
<b>INVOICE 51822MA10 TOTALS:</b>					<b>\$250.00</b>	<b>\$0.00</b>	<b>\$250.00</b>				<b>\$0.00</b>



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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
PREMIER DIESEL TRUCK & EQUIP TOTALS:					\$250.00	\$0.00	\$250.00				\$0.00
VENDOR: 1088 - BENJAMIN GARZA											\$0.00
51822MA7	05/18/22	05/18/22	06/17/22								
Reimburse for Pants PWALL Parks		1.17.6280 - Uniform Exp Parks		\$8.78	\$0.00	\$8.78	05/18/22	12776	ASCUCK	\$0.00	
Reimburse for Pants PWALL Prop		1.18.6280 - Uniform Exp Properties		\$8.78	\$0.00	\$8.78	05/18/22	12776	ASCUCK	\$0.00	
Reimburse for Pants PWALL Water		2.50.6280 - Uniform Exp Water		\$8.78	\$0.00	\$8.78	05/18/22	12776	ASCUCK	\$0.00	
Reimburse for Pants PWALL Sewer		2.51.6280 - Uniform Exp Sewer		\$8.78	\$0.00	\$8.78	05/18/22	12776	ASCUCK	\$0.00	
Reimburse for Pants PWALL Trash		2.52.6280 - Uniform Exp Trash		\$8.83	\$0.00	\$8.83	05/18/22	12776	ASCUCK	\$0.00	
Reimburse for Pants PWALL HURF		3.30.6280 - Uniform Exp - HURF		\$8.78	\$0.00	\$8.78	05/18/22	12776	ASCUCK	\$0.00	
INVOICE 51822MA7 TOTALS:					\$52.73	\$0.00	\$52.73				\$0.00
BENJAMIN GARZA TOTALS:					\$52.73	\$0.00	\$52.73				\$0.00
VENDOR: 1089 - DOOLEY ENTERPRISES, INC											\$0.00
51822MA14	05/18/22	05/18/22	06/17/22								
Inv 62829 Ammo, PD		1.13.6195 - Operating Supplies - Police		\$1,411.26	\$0.00	\$1,411.26	05/18/22	12777	ASCUCK	\$0.00	
INVOICE 51822MA14 TOTALS:					\$1,411.26	\$0.00	\$1,411.26				\$0.00
DOOLEY ENTERPRISES, INC TOTALS:					\$1,411.26	\$0.00	\$1,411.26				\$0.00
VENDOR: 109 - AFLAC											\$0.00
52522MA7	05/25/22	05/25/22	05/25/22								
Acct # DN513, Inv. 341423 May Billi		1.10.2405 - AFLAC		\$103.20	\$0.00	\$103.20	05/25/22	12790	ASCUCK	\$0.00	
INVOICE 52522MA7 TOTALS:					\$103.20	\$0.00	\$103.20				\$0.00
AFLAC TOTALS:					\$103.20	\$0.00	\$103.20				\$0.00
VENDOR: 1098 - PROCOPY											\$0.00
5422MA6	05/04/22	05/04/22	06/03/22								
Inv 3489250 Copier Lease May 2022		1.11.6191 - Copier & Equip Lease Expense		\$336.18	\$0.00	\$336.18	05/04/22	12747	ASCUCK	\$0.00	
INVOICE 5422MA6 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
52522MA10	05/25/22	05/25/22	06/24/22								
Reimburse Microwave, Stand		1.12.6195 - Operating Supplies - Court		\$111.79	\$0.00	\$111.79	05/25/22	12791	ASCUCK	\$0.00	
INVOICE 52522MA10 TOTALS:					\$111.79	\$0.00	\$111.79				\$0.00
ANGELA BRADSHAW NAPPER TOTALS:					\$111.79	\$0.00	\$111.79				\$0.00
VENDOR: 1108 - FITZGIBBONS LAW OFFICES, PLC											\$0.00
51822MA9	05/18/22	05/18/22	06/17/22								
Inv 164197 Legal, PZ		1.16.6170 - Legal Exp - P&Z		\$180.00	\$0.00	\$180.00	05/18/22	12778	ASCUCK	\$0.00	

Town of Jerome

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
INVOICE 51822MA9 TOTALS:					\$180.00	\$0.00	\$180.00				\$0.00
FITZGIBBONS LAW OFFICES, PLC TOTALS:					\$180.00	\$0.00	\$180.00				\$0.00
VENDOR: 1111 - SECRETARY OF STATE											\$0.00
52522MA1	05/25/22	05/25/22	06/24/22								
Check For Notary Filing Fee/Muenz		1.11.6185 - Miscellaneous			\$43.00	\$0.00	\$43.00	05/25/22	12792	ASCUCK	\$0.00
INVOICE 52522MA1 TOTALS:					\$43.00	\$0.00	\$43.00				\$0.00
SECRETARY OF STATE TOTALS:					\$43.00	\$0.00	\$43.00				\$0.00
VENDOR: 113 - ALL-MED EQUIPMENT & SERVICES											\$0.00
51122MA8	05/11/22	05/11/22	05/11/22								
Inv 694607 Monthly Tank Rental		1.14.6181 - Medical Supplies Exp			\$115.20	\$0.00	\$115.20	05/11/22	12762	ASCUCK	\$0.00
INVOICE 51122MA8 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
5422MA7	05/04/22	05/04/22	05/19/22								
9438060 Hull St Roof		1.18.6285 - Utilities			\$13.83	\$0.00	\$13.83	05/04/22	12748	ASCUCK	\$0.00
3601574879 Main St Park		1.17.6285 - Utilities			\$45.10	\$0.00	\$45.10	05/04/22	12748	ASCUCK	\$0.00
INVOICE 5422MA7 TOTALS:					\$58.93	\$0.00	\$58.93				\$0.00
52522MA8	05/25/22	05/25/22	06/09/22								
149044 Street Lights		3.30.6255 - Street Lights			\$1,041.05	\$0.00	\$1,041.05	05/25/22	12793	ASCUCK	\$0.00
INVOICE 52522MA8 TOTALS:					\$1,041.05	\$0.00	\$1,041.05				\$0.00
APS TOTALS:					\$1,099.98	\$0.00	\$1,099.98				\$0.00
VENDOR: 167 - OFFICE DEPOT											\$0.00
5422MA4	05/04/22	05/04/22	07/03/22								
63266436, Inv239024231001 Coffee		1.11.6190 - Office Supplies			\$10.94	\$0.00	\$10.94	05/04/22	12749	ASCUCK	\$0.00
63266436, Inv238989735001 Paper, Ma		1.11.6190 - Office Supplies			\$44.82	\$0.00	\$44.82	05/04/22	12749	ASCUCK	\$0.00
63266436, Inv240144632001 Wall Pock		1.11.6190 - Office Supplies			\$42.05	\$0.00	\$42.05	05/04/22	12749	ASCUCK	\$0.00
INVOICE 5422MA4 TOTALS:					\$97.81	\$0.00	\$97.81				\$0.00
51822MA4	05/18/22	05/18/22	07/17/22								
63266436, Inv243343717001 Ink, Fold		1.11.6190 - Office Supplies			\$273.67	\$0.00	\$273.67	05/18/22	12779	ASCUCK	\$0.00
INVOICE 51822MA4 TOTALS:					\$273.67	\$0.00	\$273.67				\$0.00
OFFICE DEPOT TOTALS:					\$371.48	\$0.00	\$371.48				\$0.00
VENDOR: 168 - CENTURY LINK											\$0.00
51822MA1	05/18/22	05/18/22	06/02/22								
Inv 292621948 Phone, GG		1.11.6265 - Telephone			\$7.53	\$0.00	\$7.53	05/18/22	12780	ASCUCK	\$0.00

\*V - Denotes Voided Check Entries

Town of Jerome

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
INVOICE 51822MA1 TOTALS:					\$7.53	\$0.00	\$7.53				\$0.00
52522MA9	05/25/22	05/25/22	06/09/22								
928 634 2245 PD		1.13.6265 - Telephone			\$34.10	\$0.00	\$34.10	05/25/22	12794	ASCUCK	\$0.00
928 634 7943 GG		1.11.6265 - Telephone			\$162.51	\$0.00	\$162.51	05/25/22	12794	ASCUCK	\$0.00
928 634 8992 PD		1.13.6265 - Telephone			\$180.08	\$0.00	\$180.08	05/25/22	12794	ASCUCK	\$0.00
928 639 0574 LB		1.15.6265 - Telephone			\$84.15	\$0.00	\$84.15	05/25/22	12794	ASCUCK	\$0.00
928 649 2776 PD		1.13.6265 - Telephone			\$39.99	\$0.00	\$39.99	05/25/22	12794	ASCUCK	\$0.00
928 649 3034 FD		1.14.6265 - Telephone			\$123.92	\$0.00	\$123.92	05/25/22	12794	ASCUCK	\$0.00
928 649 3250 CT		1.12.6265 - Telephone			\$70.30	\$0.00	\$70.30	05/25/22	12794	ASCUCK	\$0.00
INVOICE 52522MA9 TOTALS:					\$695.05	\$0.00	\$695.05				\$0.00
CENTURY LINK TOTALS:					\$702.58	\$0.00	\$702.58				\$0.00
VENDOR: 190 - HUGHES SUPPLY											\$0.00
52522MA3	05/25/22	05/25/22	06/04/22								
Acct 151128, Inv S164848716 Toilet		1.18.6215 - R&M Building - Properties			\$1,032.54	\$0.00	\$1,032.54	05/25/22	12795	ASCUCK	\$0.00
INVOICE 52522MA3 TOTALS:					\$1,032.54	\$0.00	\$1,032.54				\$0.00
HUGHES SUPPLY TOTALS:					\$1,032.54	\$0.00	\$1,032.54				\$0.00
VENDOR: 207 - HOME DEPOT CREDIT SERVICES											\$0.00
52522MA12	05/25/22	05/25/22	06/14/22								
3429 Plywood, Screws		1.18.6185 - Miscellaneous			\$92.59	\$0.00	\$92.59	05/25/22	12796	ASCUCK	\$0.00
3429 Late Fee		1.11.6185 - Miscellaneous			\$30.84	\$0.00	\$30.84	05/25/22	12796	ASCUCK	\$0.00
INVOICE 52522MA12 TOTALS:					\$123.43	\$0.00	\$123.43				\$0.00
HOME DEPOT CREDIT SERVICES TOTALS:					\$123.43	\$0.00	\$123.43				\$0.00
VENDOR: 218 - VERIZON WIRELESS											\$0.00
5422MA1	05/04/22	05/04/22	05/29/22								
928 300 5987 PZ		1.16.6265 - Telephone			\$27.89	\$0.00	\$27.89	05/04/22	12751	ASCUCK	\$0.00
928 300 8701 FD		1.14.6265 - Telephone			\$56.82	\$0.00	\$56.82	05/04/22	12751	ASCUCK	\$0.00
928 821 0133 Shuttle		1.11.6265 - Telephone			\$23.57	\$0.00	\$23.57	05/04/22	12751	ASCUCK	\$0.00
928 821 3155 PD		1.13.6265 - Telephone			\$40.01	\$0.00	\$40.01	05/04/22	12751	ASCUCK	\$0.00
928 821 6402 PD		1.13.6265 - Telephone			\$40.01	\$0.00	\$40.01	05/04/22	12751	ASCUCK	\$0.00
928 821 4154 FD		1.14.6265 - Telephone			\$40.01	\$0.00	\$40.01	05/04/22	12751	ASCUCK	\$0.00
928 821 4392 FD		1.14.6265 - Telephone			\$40.01	\$0.00	\$40.01	05/04/22	12751	ASCUCK	\$0.00
928 963 4958 FD		1.14.6265 - Telephone			\$40.01	\$0.00	\$40.01	05/04/22	12751	ASCUCK	\$0.00
INVOICE 5422MA1 TOTALS:					\$308.33	\$0.00	\$308.33				\$0.00
5422MA2	05/04/22	05/04/22	05/29/22								
928 301 4380 PD		1.13.6265 - Telephone			\$52.22	\$0.00	\$52.22	05/04/22	12750	ASCUCK	\$0.00
928 301 9672 PD		1.13.6265 - Telephone			\$52.22	\$0.00	\$52.22	05/04/22	12750	ASCUCK	\$0.00
928 451 2174 Kiosk Phone		3.35.6265 - Telephone			\$40.01	\$0.00	\$40.01	05/04/22	12750	ASCUCK	\$0.00
928 451 2402 Kiosk Phone		3.35.6265 - Telephone			\$40.01	\$0.00	\$40.01	05/04/22	12750	ASCUCK	\$0.00

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
928 451 2436 Kiosk Phone		3.35.6265 - Telephone		\$40.01	\$0.00	\$40.01	05/04/22	12750	ASCUCK	\$0.00
928 821 0736 Kiosk Phone		3.35.6265 - Telephone		\$40.01	\$0.00	\$40.01	05/04/22	12750	ASCUCK	\$0.00
INVOICE 5422MA2 TOTALS:				<u>\$264.48</u>	<u>\$0.00</u>	<u>\$264.48</u>				<u>\$0.00</u>
VERIZON WIRELESS TOTALS:				<u>\$572.81</u>	<u>\$0.00</u>	<u>\$572.81</u>				<u>\$0.00</u>
VENDOR: 224 - LEGEND										\$0.00
5422MA3	05/04/22	05/04/22	06/03/22							
Acct 00-0001475, Inv. 2204087 Water		2.50.6240 - Service Tests/System Testing		\$15.00	\$0.00	\$15.00	05/04/22	12752	ASCUCK	\$0.00
Acct 00-0001475, Inv. 2204087 Sewer		2.51.6240 - Service Tests/System Testing		\$277.00	\$0.00	\$277.00	05/04/22	12752	ASCUCK	\$0.00
INVOICE 5422MA3 TOTALS:				<u>\$292.00</u>	<u>\$0.00</u>	<u>\$292.00</u>				<u>\$0.00</u>
51122MA13	05/11/22	05/11/22	06/10/22							
Acct 00-0001475, Inv. 2206336		2.51.6240 - Service Tests/System Testing		\$75.00	\$0.00	\$75.00	05/11/22	12763	ASCUCK	\$0.00
INVOICE 51122MA13 TOTALS:				<u>\$75.00</u>	<u>\$0.00</u>	<u>\$75.00</u>				<u>\$0.00</u>
LEGEND TOTALS:				<u>\$367.00</u>	<u>\$0.00</u>	<u>\$367.00</u>				<u>\$0.00</u>
VENDOR: 237 - UNISOURCE ENERGY SERVICES										\$0.00
51822MA2	05/18/22	05/18/22	06/07/22							
435334 Town Yard		1.18.6285 - Utilities		\$121.36	\$0.00	\$121.36	05/18/22	12781	ASCUCK	\$0.00
055982 Fire Dept		1.18.6285 - Utilities		\$48.71	\$0.00	\$48.71	05/18/22	12781	ASCUCK	\$0.00
693726 Police Dept		1.18.6285 - Utilities		\$22.54	\$0.00	\$22.54	05/18/22	12781	ASCUCK	\$0.00
750593 Town Hall		1.18.6285 - Utilities		\$134.87	\$0.00	\$134.87	05/18/22	12781	ASCUCK	\$0.00
235334 Co-Op		1.18.6285 - Utilities		\$27.95	\$0.00	\$27.95	05/18/22	12781	ASCUCK	\$0.00
INVOICE 51822MA2 TOTALS:				<u>\$355.43</u>	<u>\$0.00</u>	<u>\$355.43</u>				<u>\$0.00</u>
UNISOURCE ENERGY SERVICES TOTALS:				<u>\$355.43</u>	<u>\$0.00</u>	<u>\$355.43</u>				<u>\$0.00</u>
VENDOR: 238 - VERDE VALLEY HARDWARE										\$0.00
51122MA14	05/11/22	05/11/22	05/26/22							
2860 Inv 42239 Gloves		2.50.6250 - Small Tools and Equipment		\$87.83	\$0.00	\$87.83	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 42315 Hex Nuts, Bolts		2.51.6230 - Rep and Maint - Infrastructure		\$79.07	\$0.00	\$79.07	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 42414 Saw Blade		2.50.6250 - Small Tools and Equipment		\$76.88	\$0.00	\$76.88	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 42415 Saw Blade		2.50.6250 - Small Tools and Equipment		\$76.88	\$0.00	\$76.88	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 42521 Towels, Trash Liners		2.52.6185 - Miscellaneous		\$65.44	\$0.00	\$65.44	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 42570 Tube Cutter, Clamp		2.51.6230 - Rep and Maint - Infrastructure		\$51.81	\$0.00	\$51.81	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 42738 Vinyl Tubing		1.18.6215 - R&M Building - Properties		\$21.86	\$0.00	\$21.86	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 42832 Lawn Soil, Seed		1.17.6230 - Rep and Maint - Infrastructure		\$136.41	\$0.00	\$136.41	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 42852 Grass Seed, Gypsum		1.17.6230 - Rep and Maint - Infrastructure		\$94.42	\$0.00	\$94.42	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 43011 Refrigerant		2.50.6230 - Rep and Maint - Infrastructure		\$83.44	\$0.00	\$83.44	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 43084 Gas Can		1.18.6250 - Small Tools and Equipment		\$65.90	\$0.00	\$65.90	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 43153 Blacktop Repair		3.30.6260 - Street Supplies		\$461.04	\$0.00	\$461.04	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 43178 Fuel Abatement Suppl		7.25.6276 - Wildlands Exp - Contingency		\$152.64	\$0.00	\$152.64	05/11/22	12764	ASCUCK	\$0.00
2860 Inv 43271 Paint, Garbage Bags		1.18.6185 - Miscellaneous		\$73.52	\$0.00	\$73.52	05/11/22	12764	ASCUCK	\$0.00
INVOICE 51122MA14 TOTALS:				<u>\$1,527.14</u>	<u>\$0.00</u>	<u>\$1,527.14</u>				<u>\$0.00</u>

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
VERDE VALLEY HARDWARE TOTALS:				\$1,527.14	\$0.00	\$1,527.14				\$0.00
VENDOR: 252 - NAPA AUTO PARTS										\$0.00
5422MA12	05/04/22	05/04/22	05/24/22							
31380 Inv 286818, 288656 Filters PW		1.17.6225 - Rep and Maint - Equipment		\$41.45	\$0.00	\$41.45	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 286818, 288656 Filters PW		1.18.6225 - Rep and Maint - Equipment		\$41.45	\$0.00	\$41.45	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 286818, 288656 Filters PW		2.50.6225 - Rep and Maint - Equipment		\$41.45	\$0.00	\$41.45	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 286818, 288656 Filters PW		2.51.6225 - Rep and Maint - Equipment		\$41.45	\$0.00	\$41.45	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 286818, 288656 Filters PW		2.52.6225 - Rep and Maint - Equipment		\$41.50	\$0.00	\$41.50	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 286818, 288656 Filters PW		3.30.6225 - Rep and Maint - Equipment		\$41.45	\$0.00	\$41.45	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 289188,288916, 288775 PWA		1.17.6220 - Rep and Maint - Vehicles		\$34.48	\$0.00	\$34.48	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 289188,288916, 288775 PWA		1.18.6220 - Rep and Maint - Vehicles		\$34.48	\$0.00	\$34.48	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 289188,288916, 288775 PWA		2.50.6220 - Rep and Maint - Vehicles		\$34.48	\$0.00	\$34.48	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 289188,288916, 288775 PWA		2.51.6220 - Rep and Maint - Vehicles		\$34.48	\$0.00	\$34.48	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 289188,288916, 288775 PWA		2.52.6220 - Rep and Maint - Vehicles		\$34.53	\$0.00	\$34.53	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 289188,288916, 288775 PWA		3.30.6220 - Rep and Maint - Vehicles		\$34.48	\$0.00	\$34.48	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 288589 Oil Change Supplie		1.14.6220 - Rep and Maint - Vehicles		\$190.84	\$0.00	\$190.84	05/04/22	12753	ASCUCK	\$0.00
31380 Inv 288743 Mobil Delvac1		2.52.6220 - Rep and Maint - Vehicles		\$163.09	\$0.00	\$163.09	05/04/22	12753	ASCUCK	\$0.00
INVOICE 5422MA12 TOTALS:				\$809.61	\$0.00	\$809.61				\$0.00
NAPA AUTO PARTS TOTALS:				\$809.61	\$0.00	\$809.61				\$0.00
VENDOR: 255 - CITY OF COTTONWOOD										\$0.00
51122MA6	05/11/22	05/11/22	05/11/22							
Inv 5031 Dispatch Fees FD		1.14.6120 - Dispatch Fees		\$560.33	\$0.00	\$560.33	05/11/22	12765	ASCUCK	\$0.00
Inv 5034 Dispatch Fees PD		1.13.6120 - Dispatch Fees		\$3,478.75	\$0.00	\$3,478.75	05/11/22	12765	ASCUCK	\$0.00
INVOICE 51122MA6 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
5422MA16	05/04/22	05/04/22	05/29/22							
Inv 1015217 Spring Maintenance Apri		2.50.6110 - Contract Services		\$900.00	\$0.00	\$900.00	05/04/22	12754	ASCUCK	\$0.00
Inv 1015217 WWTP Maintenance April		2.51.6110 - Contract Services		\$3,200.00	\$0.00	\$3,200.00	05/04/22	12754	ASCUCK	\$0.00
Inv 1015217 Twin Left Spring Clean-		2.50.6110 - Contract Services		\$330.00	\$0.00	\$330.00	05/04/22	12754	ASCUCK	\$0.00
Inv 1015217 Sample Transport Charge		2.51.6240 - Service Tests/System Testing		\$65.00	\$0.00	\$65.00	05/04/22	12754	ASCUCK	\$0.00
INVOICE 5422MA16 TOTALS:				\$4,495.00	\$0.00	\$4,495.00				\$0.00
CONTRACT WASTEWATER OPERATIONS TOTALS:				\$4,495.00	\$0.00	\$4,495.00				\$0.00
VENDOR: 287 - KS STATE BANK										\$0.00
51822MA3	05/18/22	05/18/22	06/17/22							
Inv 55641-7-2022 2019 Ford K9 Unit		1.13.7025 - Vehicles, Cap Outlay, Police		\$5,295.28	\$0.00	\$5,295.28	05/18/22	12782	ASCUCK	\$0.00
INVOICE 51822MA3 TOTALS:				\$5,295.28	\$0.00	\$5,295.28				\$0.00

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
KS STATE BANK TOTALS:					\$5,295.28	\$0.00	\$5,295.28				\$0.00
VENDOR: 375 - PERSONNEL SAFETY ENTERPRISES											\$0.00
51122MA4	05/11/22	05/11/22	06/10/22								
Inv 103021 First Aid Kit, LB		1.15.6190 - Office Supplies			\$67.67	\$0.00	\$67.67	05/11/22	12766	ASCUCK	\$0.00
Inv 103021 First Aid Kit, PD		1.13.6195 - Operating Supplies - Police			\$163.95	\$0.00	\$163.95	05/11/22	12766	ASCUCK	\$0.00
Inv 103021 First Aid Kit, GG		1.11.6190 - Office Supplies			\$114.24	\$0.00	\$114.24	05/11/22	12766	ASCUCK	\$0.00
INVOICE 51122MA4 TOTALS:					\$345.86	\$0.00	\$345.86				\$0.00
PERSONNEL SAFETY ENTERPRISES TOTALS:					\$345.86	\$0.00	\$345.86				\$0.00
VENDOR: 429 - PAPERWORK ANALYSIS COMPANY											\$0.00
51122MA5	05/11/22	05/11/22	05/31/22								
Inv 53863 A/P Checks (1,000 count)		1.11.6190 - Office Supplies			\$234.81	\$0.00	\$234.81	05/11/22	12767	ASCUCK	\$0.00
INVOICE 51122MA5 TOTALS:					\$234.81	\$0.00	\$234.81				\$0.00
PAPERWORK ANALYSIS COMPANY TOTALS:					\$234.81	\$0.00	\$234.81				\$0.00
VENDOR: 431 - EXPRESS AUTOMOTIVE											\$0.00
52522MA11	05/25/22	05/25/22	06/24/22								
Inv 35941 2008 Ford, Alignment PD		1.13.6220 - Rep and Maint - Vehicles			\$76.50	\$0.00	\$76.50	05/25/22	12797	ASCUCK	\$0.00
INVOICE 52522MA11 TOTALS:					\$76.50	\$0.00	\$76.50				\$0.00
EXPRESS AUTOMOTIVE TOTALS:					\$76.50	\$0.00	\$76.50				\$0.00
VENDOR: 450 - #1 FOOD STORE											\$0.00
51122MA1	05/11/22	05/11/22	05/11/22								
Fuel, PD		1.13.6145 - Fuel			\$221.07	\$0.00	\$221.07	05/11/22	12768	ASCUCK	\$0.00
Fuel, FD		1.14.6145 - Fuel			\$770.10	\$0.00	\$770.10	05/11/22	12768	ASCUCK	\$0.00
INVOICE 51122MA1 TOTALS:					\$991.17	\$0.00	\$991.17				\$0.00
#1 FOOD STORE TOTALS:					\$991.17	\$0.00	\$991.17				\$0.00
VENDOR: 502 - DANA KEPNER CO											\$0.00
52522MA13	05/25/22	05/25/22	06/24/22								
5124, Inv 9031831 Water Supplies		2.50.6230 - Rep and Maint - Infrastructure			\$674.72	\$0.00	\$674.72	05/25/22	12798	ASCUCK	\$0.00
INVOICE 52522MA13 TOTALS:					\$674.72	\$0.00	\$674.72				\$0.00
DANA KEPNER CO TOTALS:					\$674.72	\$0.00	\$674.72				\$0.00
VENDOR: 548 - JC CULLEN INC											\$0.00
5422MA5	05/04/22	05/04/22	06/03/22								
Inv 149944 Port Services PD		1.13.6192 - Software Service & Support			\$35.48	\$0.00	\$35.48	05/04/22	12755	ASCUCK	\$0.00
Inv 149944 Port Services FD		1.14.6192 - Software Service & Support			\$35.49	\$0.00	\$35.49	05/04/22	12755	ASCUCK	\$0.00
INVOICE 5422MA5 TOTALS:					\$70.97	\$0.00	\$70.97				\$0.00

\*V - Denotes Voided Check Entries

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
JC CULLEN INC TOTALS:				\$70.97	\$0.00	\$70.97				\$0.00
VENDOR: 571 - NORTHERN CHEMICAL COMPANY										\$0.00
52522MA4	05/25/22	05/25/22	06/24/22							
2135, Inv 695284 Public Restroom Su		3.30.6210 - Public Restroom Supplies		\$1,007.75	\$0.00	\$1,007.75	05/25/22	12799	ASCUCK	\$0.00
INVOICE 52522MA4 TOTALS:				\$1,007.75	\$0.00	\$1,007.75				\$0.00
NORTHERN CHEMICAL COMPANY TOTALS:				\$1,007.75	\$0.00	\$1,007.75				\$0.00
VENDOR: 595 - FDC RESCUE PRODUCTS-DO NOT USE										\$0.00
52522MA6	05/25/22	05/25/22	06/24/22							
Invoice 8512 SCBA Mask Fit Test		1.14.6225 - Rep and Maint - Equipment		\$360.00	\$0.00	\$360.00	05/25/22	12800	ASCUCK	\$0.00
Invoice 8512 Bucket lid, 5 Gallon P		1.14.6225 - Rep and Maint - Equipment		\$38.22	\$0.00	\$38.22	05/25/22	12800	ASCUCK	\$0.00
INVOICE 52522MA6 TOTALS:				\$398.22	\$0.00	\$398.22				\$0.00
FDC RESCUE PRODUCTS-DO NOT USE TOTALS:				\$398.22	\$0.00	\$398.22				\$0.00
VENDOR: 628 - NACOG										\$0.00
51822MA5	05/18/22	05/18/22	05/18/22							
CDBG Dundee Grant Bid Process		6.70.6105 - CDBG Dundee Waterline Expen		\$5,000.00	\$0.00	\$5,000.00	05/18/22	12783	ASCUCK	\$0.00
INVOICE 51822MA5 TOTALS:				\$5,000.00	\$0.00	\$5,000.00				\$0.00
NACOG TOTALS:				\$5,000.00	\$0.00	\$5,000.00				\$0.00
VENDOR: 725 - DIESEL DIRECT WEST										\$0.00
51122MA7	05/11/22	05/11/22	05/26/22							
18583, Inv 84533163 Fuel, Water		2.50.6145 - Fuel		\$43.47	\$0.00	\$43.47	05/11/22	12769	ASCUCK	\$0.00
18583, Inv 84533163 Fuel, Sewer		2.51.6145 - Fuel		\$43.47	\$0.00	\$43.47	05/11/22	12769	ASCUCK	\$0.00
18583, Inv 84533163 Fuel, Trash		2.52.6145 - Fuel		\$347.85	\$0.00	\$347.85	05/11/22	12769	ASCUCK	\$0.00
INVOICE 51122MA7 TOTALS:				\$434.79	\$0.00	\$434.79				\$0.00
52522MA2	05/25/22	05/25/22	06/09/22							
18583, Inv 84553012 Fuel, Water		2.50.6145 - Fuel		\$35.62	\$0.00	\$35.62	05/25/22	12801	ASCUCK	\$0.00
18583, Inv 84553012 Fuel, Sewer		2.51.6145 - Fuel		\$35.62	\$0.00	\$35.62	05/25/22	12801	ASCUCK	\$0.00
18583, Inv 84553012 Fuel, Trash		2.52.6145 - Fuel		\$285.02	\$0.00	\$285.02	05/25/22	12801	ASCUCK	\$0.00
INVOICE 52522MA2 TOTALS:				\$356.26	\$0.00	\$356.26				\$0.00
DIESEL DIRECT WEST TOTALS:				\$791.05	\$0.00	\$791.05				\$0.00
VENDOR: 735 - FOUR-D LLC										\$0.00
5422MA10	05/04/22	05/04/22	06/03/22							
Inv 839 IT Work Completed GG		1.11.6193 - Computer Hardware & Service		\$345.00	\$0.00	\$345.00	05/04/22	12756	ASCUCK	\$0.00
Inv 839 IT Work Completed PD		1.13.6193 - Computer Hardware & Service		\$115.00	\$0.00	\$115.00	05/04/22	12756	ASCUCK	\$0.00
INVOICE 5422MA10 TOTALS:				\$460.00	\$0.00	\$460.00				\$0.00

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
FOUR-D LLC TOTALS:					<b>\$460.00</b>	<b>\$0.00</b>	<b>\$460.00</b>				<b>\$0.00</b>
VENDOR: 747 - TOWN OF JEROME PR											<b>\$0.00</b>
5422MA15	05/04/22	05/04/22	05/04/22								
Monthly Payroll Transfer		1.10.2999 - Suspense Account			\$90,000.00	\$0.00	\$90,000.00	05/04/22	12757	ASCUCK	\$0.00
INVOICE 5422MA15 TOTALS:					<b>\$90,000.00</b>	<b>\$0.00</b>	<b>\$90,000.00</b>				<b>\$0.00</b>
52522MA14	05/25/22	05/25/22	05/25/22								
Payroll Transfer		1.10.2999 - Suspense Account			\$90,000.00	\$0.00	\$90,000.00	05/25/22	12802	ASCUCK	\$0.00
INVOICE 52522MA14 TOTALS:					<b>\$90,000.00</b>	<b>\$0.00</b>	<b>\$90,000.00</b>				<b>\$0.00</b>
TOWN OF JEROME PR TOTALS:					<b>\$180,000.00</b>	<b>\$0.00</b>	<b>\$180,000.00</b>				<b>\$0.00</b>
VENDOR: 748 - SIMS MACKIN, LTD											<b>\$0.00</b>
51822MA	05/18/22	05/18/22	06/17/22								
Inv 34162 Legal, GG		1.11.6170 - Legal Exp - Gen Gov			\$1,989.00	\$0.00	\$1,989.00	05/18/22	12784	ASCUCK	\$0.00
Inv 34162 Legal, PZ		1.16.6170 - Legal Exp - P&Z			\$516.75	\$0.00	\$516.75	05/18/22	12784	ASCUCK	\$0.00
Inv 34162 Legal, Water		2.50.6170 - Legal Exp - Water			\$867.75	\$0.00	\$867.75	05/18/22	12784	ASCUCK	\$0.00
Inv 34162 Legal, Sewer		2.51.6170 - Legal Exp - Sewer			\$273.00	\$0.00	\$273.00	05/18/22	12784	ASCUCK	\$0.00
Inv 34162 Legal, HURF Exch Drainage		6.70.6106 - HURF Exchange Drainage Expe			\$741.00	\$0.00	\$741.00	05/18/22	12784	ASCUCK	\$0.00
INVOICE 51822MA TOTALS:					<b>\$4,387.50</b>	<b>\$0.00</b>	<b>\$4,387.50</b>				<b>\$0.00</b>
SIMS MACKIN, LTD TOTALS:					<b>\$4,387.50</b>	<b>\$0.00</b>	<b>\$4,387.50</b>				<b>\$0.00</b>
VENDOR: 754 - ARIZONA BUG COMPANY											<b>\$0.00</b>
51822MA8	05/18/22	05/18/22	06/17/22								
Inv 183057 Pest Control, 10101 Prop		1.18.6110 - Contract Services			\$50.00	\$0.00	\$50.00	05/18/22	12785	ASCUCK	\$0.00
INVOICE 51822MA8 TOTALS:					<b>\$50.00</b>	<b>\$0.00</b>	<b>\$50.00</b>				<b>\$0.00</b>
ARIZONA BUG COMPANY TOTALS:					<b>\$50.00</b>	<b>\$0.00</b>	<b>\$50.00</b>				<b>\$0.00</b>
VENDOR: 765 - RUSSELL SAN FELICE											<b>\$0.00</b>
51122MA2	05/11/22	05/11/22	06/10/22								
Reimburse 100 Watt Police Siren (Ra		1.13.6220 - Rep and Maint - Vehicles			\$119.95	\$0.00	\$119.95	05/11/22	12770	ASCUCK	\$0.00
Reimburse Cup Holder (Unit 27)		1.13.6220 - Rep and Maint - Vehicles			\$32.81	\$0.00	\$32.81	05/11/22	12770	ASCUCK	\$0.00
INVOICE 51122MA2 TOTALS:					<b>\$152.76</b>	<b>\$0.00</b>	<b>\$152.76</b>				<b>\$0.00</b>
RUSSELL SAN FELICE TOTALS:					<b>\$152.76</b>	<b>\$0.00</b>	<b>\$152.76</b>				<b>\$0.00</b>
VENDOR: 793 - TOWN OF JEROME - UTILITIES											<b>\$0.00</b>
5422MA9	05/04/22	05/04/22	06/03/22								
7002-01 Town Hall		1.18.6285 - Utilities			\$194.51	\$0.00	\$194.51	05/04/22	12758	ASCUCK	\$0.00
7060-01 Town Yard		1.18.6285 - Utilities			\$180.44	\$0.00	\$180.44	05/04/22	12758	ASCUCK	\$0.00
7054-01 Police Station		1.18.6285 - Utilities			\$177.32	\$0.00	\$177.32	05/04/22	12758	ASCUCK	\$0.00
7015-01 Fire Station		1.18.6285 - Utilities			\$341.83	\$0.00	\$341.83	05/04/22	12758	ASCUCK	\$0.00



Town of Jerome

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
INVOICE 5422MA9 TOTALS:					\$894.10	\$0.00	\$894.10				\$0.00
TOWN OF JEROME - UTILITIES TOTALS:					\$894.10	\$0.00	\$894.10				\$0.00
VENDOR: 804 - KERRY LEE											\$0.00
51122MA11	05/11/22	05/11/22	06/10/22								
Reimbursement for Unit 21 Parts		1.13.6220 - Rep and Maint - Vehicles			\$53.64	\$0.00	\$53.64	05/11/22	12771	ASCUCK	\$0.00
INVOICE 51122MA11 TOTALS:					\$53.64	\$0.00	\$53.64				\$0.00
51822MA	05/18/22	05/18/22	06/17/22								
Reimburse for Storage Bags, PD		1.13.6195 - Operating Supplies - Police			\$12.41	\$0.00	\$12.41	05/18/22	12786	ASCUCK	\$0.00
INVOICE 51822MA TOTALS:					\$12.41	\$0.00	\$12.41				\$0.00
KERRY LEE TOTALS:					\$66.05	\$0.00	\$66.05				\$0.00
VENDOR: 806 - PRESCOTT LAW GROUP, PLC											\$0.00
51822MA13	05/18/22	05/18/22	06/17/22								
2011-00019, Inv 5325 Legal, PD		1.13.6172 - Prosecutor Exp			\$1,215.50	\$0.00	\$1,215.50	05/18/22	12787	ASCUCK	\$0.00
INVOICE 51822MA13 TOTALS:					\$1,215.50	\$0.00	\$1,215.50				\$0.00
PRESCOTT LAW GROUP, PLC TOTALS:					\$1,215.50	\$0.00	\$1,215.50				\$0.00
VENDOR: 839 - DIGITAL-ALLY											\$0.00
51822MA12	05/18/22	05/18/22	06/17/22								
Inv 1220521 Strong Magnet Mount PD		1.13.6250 - Small Tools and Equipment			\$275.24	\$0.00	\$275.24	05/18/22	12788	ASCUCK	\$0.00
INVOICE 51822MA12 TOTALS:					\$275.24	\$0.00	\$275.24				\$0.00
DIGITAL-ALLY TOTALS:					\$275.24	\$0.00	\$275.24				\$0.00
VENDOR: 866 - DEERE CREDIT, INC.											\$0.00
5422MA13	05/04/22	05/04/22	06/03/22								
510001614248 JD 210L Parks		1.17.8040 - Lease Payments			\$21.68	\$0.00	\$21.68	05/04/22	12759	ASCUCK	\$0.00
510001614248 JD 210L Prop		1.18.8040 - Lease Payments			\$21.68	\$0.00	\$21.68	05/04/22	12759	ASCUCK	\$0.00
510001614248 JD 210L Water		2.50.8040 - Lease Payments			\$75.88	\$0.00	\$75.88	05/04/22	12759	ASCUCK	\$0.00
510001614248 JD 210L Sewer		2.51.8040 - Lease Payments			\$75.88	\$0.00	\$75.88	05/04/22	12759	ASCUCK	\$0.00
510001614248 JD 210L HURF		3.30.8040 - Lease Payments			\$21.69	\$0.00	\$21.69	05/04/22	12759	ASCUCK	\$0.00
INVOICE 5422MA13 TOTALS:					\$216.81	\$0.00	\$216.81				\$0.00
DEERE CREDIT, INC. TOTALS:					\$216.81	\$0.00	\$216.81				\$0.00
VENDOR: 905 - RED ROCK COLLISION											\$0.00
53122MA1	05/31/22	05/31/22	06/30/22								
Inv 37621 Repairs to PD Unit Tahoe,		1.13.6220 - Rep and Maint - Vehicles			\$1,655.20	\$0.00	\$1,655.20	05/31/22	12803	ASCUCK	\$0.00
Inv 37621 Repairs to PD Unit Tahoe,		1.13.6220 - Rep and Maint - Vehicles			\$2,312.18	\$0.00	\$2,312.18	05/31/22	12803	ASCUCK	\$0.00
INVOICE 53122MA1 TOTALS:					\$3,967.38	\$0.00	\$3,967.38				\$0.00

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
Description		Account									
RED ROCK COLLISION TOTALS:					\$3,967.38	\$0.00	\$3,967.38				\$0.00
VENDOR: 952 - KAIROS HEALTH ARIZONA, INC.											\$0.00
51122MA10	05/11/22	05/11/22	06/10/22								
Health Insurance - May 2022 Billing		1.10.2406 - Health Insurance			\$16,543.39	\$0.00	\$16,543.39	05/11/22	12772	ASCUCK	\$0.00
INVOICE 51122MA10 TOTALS:					\$16,543.39	\$0.00	\$16,543.39				\$0.00
KAIROS HEALTH ARIZONA, INC. TOTALS:					\$16,543.39	\$0.00	\$16,543.39				\$0.00
VENDOR: 968 - PATRIOT DISPOSAL, INC.											\$0.00
5422MA17	05/04/22	05/04/22	06/03/22								
0040, Inv 3429 Ticket 263472		2.52.6165 - Landfill Tipping Fees			\$423.60	\$0.00	\$423.60	05/04/22	12760	ASCUCK	\$0.00
0040, Inv 3429 Ticket 263985		2.52.6165 - Landfill Tipping Fees			\$416.40	\$0.00	\$416.40	05/04/22	12760	ASCUCK	\$0.00
0040, Inv 3429 Ticket 264458		2.52.6165 - Landfill Tipping Fees			\$417.60	\$0.00	\$417.60	05/04/22	12760	ASCUCK	\$0.00
0040, Inv 3429 Ticket 264949		2.52.6165 - Landfill Tipping Fees			\$429.20	\$0.00	\$429.20	05/04/22	12760	ASCUCK	\$0.00
INVOICE 5422MA17 TOTALS:					\$1,686.80	\$0.00	\$1,686.80				\$0.00
PATRIOT DISPOSAL, INC. TOTALS:					\$1,686.80	\$0.00	\$1,686.80				\$0.00
VENDOR: ONETIM - ANNALISA BROWN											\$0.00
51122MA3	05/11/22	05/11/22	06/10/22								
LMP Refund Acct 1031-08		2.00.2600 - Customer Deposits			\$105.11	\$0.00	\$105.11	05/11/22	12774	ASCUCK	\$0.00
INVOICE 51122MA3 TOTALS:					\$105.11	\$0.00	\$105.11				\$0.00
ANNALISA BROWN TOTALS:					\$105.11	\$0.00	\$105.11				\$0.00
VENDOR: ONETIM - AZ STRONGBOX LLC											\$0.00
5322MA1	05/03/22	05/03/22	06/02/22								
Inv 3245 8W x 8.6H x 20L Cargo Cont		1.13.6250 - Small Tools and Equipment			\$6,284.30	\$0.00	\$6,284.30	05/03/22	12743	ASCUCK	\$0.00
INVOICE 5322MA1 TOTALS:					\$6,284.30	\$0.00	\$6,284.30				\$0.00
AZ STRONGBOX LLC TOTALS:					\$6,284.30	\$0.00	\$6,284.30				\$0.00
VENDOR: ONETIM - LEE CHRISTENSEN & ASSOCIATES											\$0.00
51122MA12	05/11/22	05/11/22	06/10/22								
Architectural Services for Public R		6.70.6107 - Yavapai Apache Grant Expense:			\$2,500.00	\$0.00	\$2,500.00	05/11/22	12773	ASCUCK	\$0.00
INVOICE 51122MA12 TOTALS:					\$2,500.00	\$0.00	\$2,500.00				\$0.00
LEE CHRISTENSEN & ASSOCIATES TOTALS:					\$2,500.00	\$0.00	\$2,500.00				\$0.00
VENDOR: ONETIM - SECRETARY OF STATE											\$0.00
CR-0000013	05/25/22	05/25/22	03/04/22								
Notary Filing Fee/Muenz		1.11.6185 - Miscellaneous			(\$43.00)	\$0.00	(\$43.00)	05/25/22		ASCUCK	\$0.00
INVOICE CR-0000013 TOTALS:					(\$43.00)	\$0.00	(\$43.00)				\$0.00

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

Ledger as of : 5/1/2022 to 5/31/2022

Invoice Number	Inv.Date	Post.Date	Due.Date							
Description		Account		Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
		SECRETARY OF STATE TOTALS:		(\$43.00)	\$0.00	(\$43.00)				\$0.00
		LEDGER TOTALS:		\$255,408.30	\$0.00	\$255,408.30				\$460.07

\*V - Denotes Voided Check Entries

For the meeting of June 14, 2022

## **MONTHLY STAFF REPORT TO THE MAYOR AND COUNCIL**

*Candace B. Gallagher, Town Manager/Clerk*

My activities over the past month have included:

- PRIME FOCUS: Continued work with staff and Council on FY23 budget.
- PRIME FOCUS: Continued work with ADOT, NACOG and contractors regarding drainage improvements project and waterline/hydrant project on Dundee, and prepared notices to residents for hand delivery. Attended second pre-construction meeting for the drainage project.
- Began preparations for transition to new Town Manager.
- Prepared and compiled materials for Council meeting packets.
- Continued attendance at various virtual meetings and webinars with local officials and others.
- Continued maintenance of Town of Jerome website and Facebook page.
- Continued to meet and/or speak individually with residents, businesspeople, contracted professionals, members of the governing body, and staff regarding various issues.
- Continued to field and respond to day-to-day issues requiring my attention, including public records requests and support for Planning & Zoning.

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

As always, please feel free to contact me with any questions or concerns.

*Candace*

TOWN OF JEROME, AZ  
CITY SALES TAXES PER ADOR ONLINE REPORTS  
**SALES TAX REVENUES**

	<b>FY2022 BUDGET</b>	<b>FY2022 actual</b>	<b>Budget +/-</b>	<b>FY2021 actual</b>	<b>Compared to prior year +/-</b>
July	80,500	117,605	37,105	84,065	33,540
August	78,000	118,436	40,436	81,343	37,093
September	74,100	81,826	7,726	77,127	4,699
October	85,600	140,055	54,455	89,557	50,498
November	101,700	160,051	58,351	107,091	52,960
December	97,000	124,708	27,708	102,005	22,703
January	69,600	123,149	53,549	72,290	50,859
February	71,300	85,855	14,555	74,062	11,793
March	92,700	105,343	12,643	97,302	8,041
April	113,900	157,557	43,657	133,377	24,180
May	114,200			133,613	
June	121,400			141,472	
<b>Total YTD</b>	<b>1,100,000</b>	<b>1,214,585</b>	<b>350,185</b>	<b>1,193,304</b>	<b>296,366</b>

**TOWN OF JEROME, AZ**

Comparison of Restaurant/Bar, Accomodation and Retail Sales Tax Revenues  
FY2022 vs FY2021

	RESTAURANTS/BARS (Bus Class 11)			ACCOMMODATION (Bus Class 44/144)			RETAIL (Bus Class 17)		
	FY2022 actual	FY2021 actual	+/-	FY2022 actual	FY2021 actual	+/-	FY2022 actual	FY2021 actual	+/-
July	38,281	30,997	7,284	18,467	12,545	5,922	47,339	31,882	15,457
August	41,580	27,677	13,903	18,024	12,215	5,809	47,731	26,169	21,562
September	26,920	28,733	(1,813)	14,684	12,548	2,136	28,573	27,630	943
October	45,726	29,686	16,040	20,051	14,078	5,973	58,351	37,015	21,336
November	53,186	39,092	14,094	25,622	17,604	8,018	68,645	41,909	26,736
December	42,240	31,036	11,204	19,769	17,514	2,255	51,239	43,545	7,694
January	36,189	20,729	15,460	17,289	12,071	5,218	48,750	30,776	17,974
February	28,416	26,693	1,723	12,954	12,132	822	32,562	24,068	8,494
March	33,497	34,952	(1,455)	19,946	13,831	6,115	41,523	38,250	3,273
April	57,834	49,265	8,569	25,878	21,947	3,931	57,920	50,849	7,071
May		39,869			21,324			60,061	
June		54,832			20,516			54,061	
<b>Total YTD</b>		<b>413,561</b>	<b>85,009</b>		<b>188,325</b>	<b>46,199</b>		<b>466,215</b>	<b>130,540</b>

**Added 1% Bed Tax**

		<u>TOTAL TO DATE</u>
July	2,841	2,841
August	2,773	5,614
September	2,259	7,873
October	3,085	10,958
November	3,942	14,900
December	3,041	17,941
January	2,660	20,601
February	1,993	22,594
March	3,068	25,662
April	4,002	29,664
May		
June		

## WATER FLOWS REPORT

<u>Reading Date</u>		<u>WALNUT GPM</u>	<u>VERDE GPM</u>
<b>2021</b>	7-May	77	196
	11-May	77	190
	17-May	66	193
	24-May	71	189
	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
<b>2022</b>	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



# Jerome Volunteer Fire Department

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

E-mail: [blair@jeromefire.us](mailto:blair@jeromefire.us)

## Fire Chief's Report

Month: May Year: 2022

Calls by Type	Number	Resident	Non-Resident
EMS Calls	10	7	3
Residential Fire	0	0	0
Commercial Fire	0	0	0
Wildland	1	0	1
Still Assignment	2	1	1
Station Staffing	1	1	0
Citizen Assist	7	3	4
Agency Assist	6	1	5
Special Duty	5	5	0
Snake Removal	1	1	0
Tech Rope Rescue	0	0	0
MVA/Rescue	3	0	3
HazMat	4	4	0
Dispatch Error	0		
<b>Totals:</b>	<b>40</b>	<b>23</b>	<b>17</b>
<b>Total Calls Chief on Scene</b>	<b>31</b>		
<b>Total JFD Meetings Chief Attended</b>	<b>5</b>		

Department Meetings and Drills	Number
Officer's Meeting	2
Work Session	1
Rope Drill	1
Drills	5

JVFD Hours Worked (No Salaried Hours Included in these totals)	Total Hours: 288.75
--	---------------------

Fire Chief Meetings	Date
Budget Meeting	5/31/22

### Education, Summer Semester:

- 2 Members Have finished classes in Yavapai's Colleges Spring Semester.

### Additional Training:

- On Wednesday 5PM May 4th we had an Extra Training for updating EMS – Epinephrine protocols with Muma



- On Thursday 5PM May 5th we held our business meeting and preformed truck checks with Muma
- On Thursday 5PM May 12th we conducted Training on Wildland size up and Initial attack with Whiting
- On Thursday 5PM May 19th we conducted training on Rural water supply with Giles.
- On Thursday 5PM May 26th we conducted Training on steep angles with Lee
- On Saturday 9AM May 28th we conducted Steep Angle Rope Training with Lee.

### Department Affairs and On-going Projects

- Our May call volume is up by 17 calls over last May's 23 calls, totaling 40 calls this month. Our year-to-date call volume is 193 compared with 152 calls YTD 2021. Our Fire Department personnel are performing their tasks in a professional manner with no injuries occurring.
- On March 15<sup>th</sup> an overflow of the upper men's toilet occurred and caused water damage from bathrooms down to the EMS room. Over the next several weeks Servpro will be in and out restoring the Bathrooms, the middle storage room, and the EMS Room. We are fully covered by our insurance and our deductible was paid by Ropes that Rescue. The floors have been refinished and restored, the Middle storage rooms as well as the EMS room have been finished. Currently we are waiting for some finishing touches on the bathroom flooring before everything is finished.
- On May 30<sup>th</sup> We sent our wildland crew and E-126 (formerly B-111) on a mutual aid assignment in New Mexico. They remained on the Foster Fire for a few days and have since been reassigned to the Calf Fire. They should remain there for the rest of their deployment and return to us soon.

### Prevention

- We have had a total of 31 Firewise activities and visits to the burn pile in May with 32 loads of trimmings, slash, and brush for a total of 45 combined Jerome's citizen hours. As well as 90 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.
- 9 Business license inspections were performed.
- Starting May 26<sup>th</sup> Jerome joined Prescott National Forest in beginning Stage 2 Fire restrictions. This means no campfires or burning allowed other than Gas fireplaces with a shutoff and approved heating devices.
- 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.

### May Fire and EMS Report:

Incident	Date	Time	Day	Select Type	Additional Info	#
22-99	5/1/22	10:45:00 AM	Sun	Station Staffing	Station Staffing	3
56	5/1/22	2:32:00 PM	Sun	MVA/Rescue Non-Resident	Cancelled Per Pd	1
22-100	5/1/22	3:30:00 PM	Sun	Citizen Assist Non-Resident	Vehicle Lockout	2
22-101	5/2/22	1:45:00 PM	Mon	MVA/Rescue Non-Resident	Unable to locate	2
57	5/4/22	10:43:00 AM	Wed	EMS Non Resident	Canceled Enroute	9
22-102	5/4/22	11:45:00 AM	Wed	Special Duty Resident	Clear Road Hazard	4
22-103	5/7/22	8:30:00 PM	Sat	Special Duty Resident	Vehicle Lockout	1
22-104	5/8/22	10:30:00 AM	Sun	Citizen Assist Non-Resident	Disabled vehicle.	1
58	5/10/22	6:45:00 AM	Tue	EMS Resident	85 YOM Fall with Injuries	7

22-105	5/10/22	2:00:00 PM	Tue	EMS Resident	85 YOM Assisted into home	4
22-106	5/12/22	3:30:00 PM	Thurs	Citizen Assist Non-Resident	Vehicle Lockout	3
22-107	5/12/22	3:45:00 PM	Thurs	Citizen Assist Resident	Check Smoke Detector Batteries	3
59	5/12/22	7:45:00 PM	Thurs	Still Assignment Non-Resident	Check for possible Illegal fire.	5
22-108	5/13/22	11:15:00 AM	Fri	EMS Resident	85 YOM - Lift assist	4
22-109	5/13/22	12:00:00 PM	Fri	Citizen Assist Resident	Install Smoke Alarms	3
22-110	5/13/22	6:58:00 PM	Fri	EMS Non Resident	22 YOF - Cut leg Basic First Aid	2
22-111	5/14/22	1:00:00 PM	Sat	Hazmat	Gasoline Spill	2
22-112	5/14/22	2:44:00 PM	Sat	EMS Resident	47 YOF Welfare Check	2
60	5/14/22	8:03:00 PM	Sat	EMS Resident	Unknown medical	4
22-113	5/15/22	6:30:00 AM	Sun	Agency Assist Non-Resident	Assist YCSO W/ missing person	3
22-114	5/16/22	2:00:00 PM	Mon	Hazmat	Clean A/C Oil Spill	2
22-115	5/17/22	10:00:00 AM	Tue	Snake Removal & Relocation	4ft Gopher snake.	2
22-116	5/17/22	11:00:00 AM	Tue	Agency Assist Non-Resident	Assist JPD W/ Oversized Vehicle	2
22-117	5/18/22	10:15:00 AM	Wed	Special Duty Resident	Check on possible Bees	2
22-118	5/19/22	8:00:00 AM	Thurs	Agency Assist Non-Resident	Assist JPD W/ Oversized Vehicle	1
61	5/19/22	1:06:00 PM	Thurs	EMS Resident	Unknown Medical	8
62	5/20/22	5:30:00 AM	Fri	Still Assignment Resident	Phone Line Down	4
22-119	5/20/22	6:30:00 AM	Fri	Special Duty Resident	Removed Rd Hazard Tree	2
22-120	5/21/22	10:00:00 AM	Sat	Hazmat	Remove Dead animal	2
22-121	5/21/22	10:30:00 AM	Sat	Agency Assist Non-Resident	Assist JPD Clean up debris	2
63	5/21/22	8:31:00 PM	Sat	EMS Non Resident	71 YOF -Fall	4
22-122	5/22/22	9:00:00 AM	Sun	Hazmat	Remove Dead Animal	2
22-123	5/25/22	2:00:00 PM	Wed	Special Duty Resident	Remove Centipede	2
22-124	5/26/22	7:20:00 AM	Thurs	Citizen Assist Resident	Remove Cat from Roof	2
22-125	5/26/22	6:00:00 PM	Thurs	Citizen Assist Non-Resident	Stuck Vehicle	3
22-126	5/28/22	4:00:00 PM	Sat	Agency Assist Resident	Assist JPD W/ Cut Gate	1
22-127	5/28/22	4:30:00 PM	Sat	Agency Assist Non-Resident	Assist JPD W/ Dog locked in car - Nothing found	2
64	5/28/22	5:42:00 PM	Sat	MVA/Rescue Non-Resident	2 Occupants - Airbag deployment- Refusal	9
65	5/29/22	3:07:00 PM	Sun	EMS Resident	Medical Alarm - False alarm	7
66	5/30/22	1:55:00 PM	Mon	Wildland	Mutual Aid - Foster Fire	6
<b>Incident</b>	<b>Date</b>	<b>Time</b>	<b>Day of week</b>	<b>Select Type</b>	<b>Additional Info</b>	<b>#</b>

## May 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.
5/1/2022	300 Bell Rd.				0	1	1	2	2
5/2/2022	295 Dundee				0	1	1	2	2
5/4/2022	731 East Ave.				0	1	1	2	2
5/3/2022	89A		1	6	6				0
5/4/2022	Perkinsville Rd.		2	6	12				0
5/5/2022	Hull Ave.		2	6	12				0
5/6/2022	100 Hill St.				0	1	1	2	2
5/6/2022	110 Juarez				0	2	1	2	2
5/6/2022	School St.				0	2	1	2	2
5/7/2022	640 Main				0	4	1	5	5
5/8/2022	First st.				0	1	1	2	2
5/9/2022	878 Gulch				0	1	2	4	8
5/10/2022	240 Hull		2	8	16	5			0
5/11/2022	Center St.		3	8	24				0
5/12/2022	Remington		3	8	24				0
5/16/2022	Diaz st.		1	4	4				0
5/17/2022	764 East ave.				0	1	1	2	2
5/17/2022	156 North				0	1	1	2	2
5/17/2022	Remington		2	4	8				0
5/18/2022	101 Allen Springs				0	1	2	2	4
5/18/2022	Diaz st.		2	6	12				0
5/19/2022	Hull Ave.		3	4	12				0
5/19/2022	101 Main		3	1	3				0
5/20/2022	216 2nd St.		2	1	2				0
5/20/2022	657 Main		1	4	4				0
5/23/2022	Hampshire		5	3	15				0
5/24/2022	Hampshire		5	5	25				0
5/25/2022	209 3rd St.				0	1	1	2	2
5/25/2022	Rich/ Hampshire		4	8	32	4			0
5/26/2022	Douglas		4	8	32	3			0
5/30/2022	Dundee				0	2	2	4	8
	<b>Totals</b>	<b>0</b>	<b>45</b>	<b>90</b>	<b>243</b>	<b>32</b>	<b>17</b>	<b>35</b>	<b>45</b>
	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





Founded 1876  
Incorporated 1899

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

## **June 2022 Staff Report for May activity**

**Respectfully submitted by Kristen Muenz, Deputy Town Clerk**

- ⚙ Continued to support new Utilities and Customer Service Clerk, Terri Card, with training and advice. She is making great progress and I feel confident she will continue to improve.
- ⚙ 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 Candace Gallagher and Will Blodgett and assisted in preparing the Council meeting agenda packets. Took and transcribed the minutes for all open sessions of Council, DRB, and P&Z 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.
- ⚙ Cross-trained 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.

## Jerome Library Staff Report, May 2022

Spoke with Yavapai County election's department to verify dates for registering to vote in the August 2<sup>nd</sup> Primary. This year the last day to register is July 5<sup>th</sup> 2022. Elections materials are available in the Library.

Met with our network and computer systems specialist Sherryl Masterman to trouble shoot issues with the settings on the libraries main printer, we have made progress but the trouble has not yet been resolved.

Worked on computer issues with a public computer needing a new hard drive, we were able to obtain a free replacement under warranty through Dell.

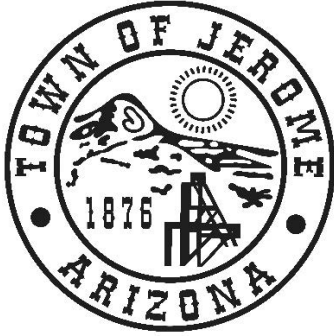
Hired new volunteers for the Old Book Room and Library, we welcome Christopher Bruneau and Carol Wittner to our team.

Conducted a tour of the Civic Center, Old Book Room and Art Room for a group from Phoenix who were very interested in Jerome History.

The Old Book Room will be opening in June for public use, hours to be announced.

The Art Room is now offering classes in the nearly lost arts of basketry, wickerwork, and broom making.

Respectfully, librarian, Kathleen Jarvis



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

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

## **MAY 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.
- ❖ 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/General Funds.
- ❖ Ran monthly fund, departmental, and vendor reports.
- ❖ Created a May 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.
- ❖ Attended a Governmental Accounting Conference on the 17<sup>th</sup>. Learned about GASB updates, fraud prevention, and audit compliance.

### **HR Duties:**

- ❖ Helped some employees with benefit related questions.
- ❖ Attended an HR Summit in Prescott on the 5<sup>th</sup> and 6<sup>th</sup>. Presentations were concerning recent and future changes in HR laws, policies, and procedures.



## **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: May 26, 2022

Court business is moving along nicely as we enter the Summer months.

Attached to this report is the April 2022 financial report in an updated format. Also attached for your review is an updated Civil Traffic Information form, effective 5/10/2022.

Thus far, use of police department personnel for court security has been working well. Scheduling court hearings at regular, predictable intervals is helpful to both the court and police department. We believe this new system is safer and more efficient.

Thanks to the prompt assistance of the Town Manager, the Court information tab on the Town of Jerome website was updated to include a new security statement, a better referral source for finding legal representation, and updated fine payment information.

New laptops remain on order and a delivery date has yet to be determined. An estimate was received from JCG Technologies with installation and maintenance costs for an improved courtroom recording system. The system is reliable, easy to use, and already in use in several limited jurisdictions across the State of Arizona. The system will be compatible with the new laptops and provide a significantly improved record of court proceedings and better facilitate telephonic (remote) hearings. The annual support package includes updates, upgrades, technical support, and user support. Currently, the court anticipates having adequate funding for installation and the first year of use. Continued support servicing will be included in the 2023/2024 budget proposal.

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 MUNICIPAL COURT**

PO BOX 335 - 600 Clark Street 3<sup>rd</sup> Floor  
Jerome, Arizona 86331  
Phone: 928-649-3250 Fax: 928-634-5462  
**Open: Tue. Wed. Thu. 8:30am – 3:30pm**  
Website: [www.jerome.az.gov/municipal-court](http://www.jerome.az.gov/municipal-court)  
Email: [jeromemuni@courts.az.gov](mailto:jeromemuni@courts.az.gov)

**Effective: 5/10/2022**

### **IMPORTANT READ THIS FIRST**

**Please read this document thoroughly** as it explains all your available options.

You **MUST** respond to this citation on or before your court date.

The cited person must contact the Court by telephone, by email, or in person ***unless*** completing any of the options explained on this document. *Call the court prior to coming to the court in person as office hours are subject to change without notice.*

The violation box on the citation contains the charge(s) and will be listed as either Civil Traffic, Criminal Traffic, or Criminal. If the charge(s) is listed as Criminal, or Criminal Traffic, or was issued after an accident involving death and/or serious injury, you **MUST** appear on your court date and time.

If the charge is listed as Civil Traffic, this is not a mandatory appearance date, but a date by which you must contact the court. You may choose to resolve the matter without a hearing. Options for resolution are detailed further in this document.

Failure to contact the court for Civil Traffic on or before your court date shall result in entry of default judgement, a \$20 time payment fee, \$20 court fee, and a default fee of \$25.00 (per charge) shall be added. Your case will then be sent to a collection agency resulting in additional fees. Your credit and vehicle registration may be affected, as well as your Arizona State Tax return.

**JUVENILES: If you are under 18 years of age, your parent or legal guardian MUST contact the Court.**

## **Fines and Fees Schedule**

**Effective 5/10/2022**

If your violation is not listed below, you may contact the court prior to your court date for more information.

(\*) indicates violations eligible for Defensive Driving School

**IMPORTANT NOTICE:** If you have been cited for 28-645A3A /A28-647.1 or are under the age of 18 (**First Offense**) and plea *or* are found responsible for a mobbing violation you may be required to attend a traffic survival school (TSS) by the Motor Vehicle Division (MVD) pursuant to the requirements of the Arizona Revised Statutes. If you are eligible for the Defensive Driving Program and complete the class, the violation will be closed, and you will not be subject to the requirement to attend a TSS class by the MVD.

### **ARIZONA REVISED STATUTES**

*28-701A (Accident)	\$190.00
*28-701A (Non-Accident):	
1-10 mph over limit	\$140.00
11-15 mph over limit	\$190.00
16-20 mph over limit	\$290.00
21-25 mph over limit	\$390.00
26+ mph over limit	\$493.00
*28-702.04B	CALL COURT
*28-702.01C(Non-Accident)	CALL COURT
*28-727	\$190.00
28-2153A, B	\$137.00
28-2158C	\$137.00
28-2266C	\$130.00
28-2532	\$582.00
28-3151A	\$137.00
28-4135	\$938.00
28-4139	\$493.00

### **Town Code Violations**

#### **Section 12-1-2D**

Speed 1-10	\$208.00
Speed 11-15	\$258.00
Speed 16-20	\$358.00
Oversize Truck	\$290.00
One Way-Passing, Wrong Way, Stop-Sign	\$190.00

#### **Section 10-1-13**

Noise	\$138.00
Excessive Noise	\$238.00

## **Information on Reduced Fines and Dismissals**

**Effective 5/10/2022**

**A.R.S. 28-907 - CHILD PASSENGER RESTRAINT**  
With proof of child passenger restraint system after date and time citation was issued fine may be reduced to \$0.

**A.R.S. 28-2532 - NO PROOF OF CURRENT REGISTRATION**  
Mail proof of current AZ registration and charge will be dismissed.

**A.R.S 28-3169 - NO LICENSE IN POSSESSION**  
With proof of valid driver's license on date and time citation was issued fine may be reduced to \$0.

**A.R.S. 28-4135(A), (B), OR (C) - NO PROOF OF INSURANCE**  
Carries a fine ranging from \$938.00 to \$1828.00.

- 1st Conviction - \$938.00 fine, and 3-month suspension of driver's privilege, vehicle registration and plates by MVD.
- 2nd Conviction - \$1,383.00 fine, and 6-month suspension of driver's privilege, vehicle registration and plates by MVD.
- 3rd Conviction - \$1,828.00 fine, and 1-year suspension of driver's privilege, vehicle registration and plates by MVD.

To be eligible for a reduced fine you must provide proof of the following:

1. A copy of your 3-year driving record from MVD showing no insurance convictions within 2 years or only 1 conviction within 3 years.
2. Valid 6-month insurance policy.

To be eligible for a dismissal you must:

1. Be cited with subsection B or C
2. Had a valid 6-month insurance policy at the time of the citation.

**OPTION 1**  
**DEFENSIVE DRIVING SCHOOL**

**ADVANTAGES :**

1. You will not have to pay a fine for that **ONE** violation.
2. You will not have to go to court for that **ONE** Violation. That violation will be closed. For any other violation(s) you must pay the fine or appear in court.
3. No Points will be assessed against your driver's license for that **ONE** violation. Points on your driving record may cause an increase in insurance rates.

**You are Eligible IF:**

1. You have not attended Defense Driving School within the last 12 months, violation date to violation date.
2. The violation code written on your citation is listed on this document with an asterisk (\*). Town Code violations are **not** eligible.
3. Your violation code was not issued from an accident involving death and/or serious injury.
4. You were not driving a commercial vehicle.

**THIS COURSE MUST BE COMPLETED AT LEAST 7 DAYS PRIOR TO YOUR APPEARANCE DATE.**

If you do not complete the course prior to the appearance date, you must appear in court or you will be subject to entry of default judgement, a \$20 time payment fee, \$20 court fee, and a default fee of \$25.00 (per charge). Your case will then be sent to a collection agency resulting in additional fees. Your credit and vehicle registration may be affected, as well as your Arizona State Tax return.

To register for the class call (888) 334-5565 or for online registration go to [www.azcourts.gov/drive](http://www.azcourts.gov/drive).

1. Have your ticket, a pen/pencil, and a piece of paper ready when you call to register.
2. Take your ticket, driver's license, and money order to the class.

**IMPORTANT:** Completion of Traffic Survival School (TSS) will not satisfy the Defensive Driving School Requirement. You may use the Defensive Driving Program for **ONLY** one eligible violation code. If you received more than one violation code on your citation, the other violations must be resolved using Options 2 or 3.

**OPTION 2**  
**PAY FINE**

**PAY VIA MAIL:**

1. **READ and SIGN** the following statement:  
*"I waive my right to hearing and enter a plea of responsible."*  
**SIGN HERE** \_\_\_\_\_
2. **WRITE** complaint # located at top of citation: \_\_\_\_\_
3. Match violation code(s) on Complaint to Codes listed to determine amount owed.
4. Print the following information:  
**Name** \_\_\_\_\_  
(as it appears on your citation)  
**ADDRESS** \_\_\_\_\_  
**CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**PHONE#** \_\_\_\_\_ **DOB** \_\_\_\_\_

	FINE AMOUNT
Charge A	\$
Charge B	\$
Charge C	\$
Charge D	\$
Charge E	\$
<b>Mandatory \$20.00 Court Fee</b>	<b>\$ 20.00</b>
<b>\$20 Time Payment Fee, if applicable</b>	\$
<b>GRAND TOTAL</b>	\$

*If you want a return receipt include a self-addressed and an appropriately stamped envelope.*

**PAY ONLINE:**

1. [www.azcourtpay.com](http://www.azcourtpay.com) (\$5.00 fee imposed)
2. [www.jeromepayments.com](http://www.jeromepayments.com) (5% fee imposed)

**PAY IN PERSON AT COURT:**

You may appear in person during business hours at the court to set up a payment plan or pay the fine in full. Payments must be **exact cash**, check, or money order. A drop box for checks and money orders only is available for after hours.

**IMPORTANT:** Paying by mail and paying online are **not available** if you are under 18 years of age. A parent or legal guardian **must** contact the court.

**OPTION 3**  
**REQUEST A CIVIL TRAFFIC HEARING**

1. **READ and SIGN** the following statement:  
*"I request a hearing to contest the charges indicated below. I enter my plea of not responsible. I understand I am giving up my option of attending Defensive Driving School. I understand that I may voluntarily enclose a bond (check or money order) equal to the fines plus the court enhancement fee, which shall be forfeited should I fail to appear for my hearing. I further understand that the bond forfeiture will relieve me of the possibility of the court assessing additional monetary sanctions."*

**SIGN HERE** \_\_\_\_\_

**BOND ☐ IS ☐ IS NOT ENCLOSED**

2. **WRITE** complaint # located at top of citation: \_\_\_\_\_
3. **CHECK** the charge in the box below for each charge that you are requesting a hearing be set for. (Charge numbers run vertically down the left side of the citation)

CHARGE	A	B	C	D	E	

4. Print the following information:

**Name** \_\_\_\_\_  
(as it appears on your citation)  
**ADDRESS** \_\_\_\_\_  
**CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**PHONE#** \_\_\_\_\_ **DOB** \_\_\_\_\_  
**EMAIL** \_\_\_\_\_

5. Mail this form, at least seven days prior to your court date. You will be notified by mail and/or email of your new hearing date. If you do not receive notice within 20 days of mailing in your request, please call the court at 928-649-3250 for more information.

**IMPORTANT:** If you choose to mail in the amount of your fine(s), the payment will be posted as a bond and held until the time of your scheduled hearing. If you fail to appear at the hearing, a default judgement will be entered against you and your payment forfeited to satisfy the judgment. Your payment will be refunded if you are found not responsible. If you do not include a payment and you fail to appear at the hearing a default judgement will be entered against you, additional fees will be added, and the amount owed will be sent to a collection agency. You must appear on the date assigned and be prepared to present evidence and examine witnesses before a Judge or Civil Traffic Hearing Officer.



## MONTHLY REVENUE REMITTANCE

2022

TOTAL DISBURSEMENTS

SUBTOTALS: 49.00 5,471.88 6,081.56 49.81  
 JCEF 49.00 5,862.15 Gen Fund  
 FTG 0.00 219.41 Splits

11,652.25

FUND	CODE	GL ACCT	OTH AGY	STATE	TOWN	COUNTY
Jud Collect Enhan Fnd (Local TPF 12-116 - \$7 Court)	ZJCL	4-13-03	49.00			
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				(S2 WRITE-IN)
ADPS Forensic Fund	ZADPS	2-14-08		190.19		198.18 ZADPS & ZDNAS
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				0.00 ZCAA1, ZDVSF & ZTECH
Citz Clean Elect Fund (10% Base) - 16-949D, 954C (NOT Photo)	ZCEF	2-14-03		339.18		
Crim Jstc Enhnc Fnd Penalty (47% Base) - 12-116.01A, 41-2401	ZCJEF	2-14-01		1,439.70		
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		7.99		
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				(S2 WRITE-IN)
FARE Fee Special Collections (19%) AO 2003-126	ZFAR1	2-13-23		36.29		44.45 ZFAR 1 & 3
FARE Delinquency Fee (\$35.00 Fee) AO 2003-126	ZFAR2	2-13-22		58.80		178.64 ZFAR 2 & 4
FARE Enhanced Spec Collection Fee	ZFAR3	2-13-25		8.16		
FARE Enhanced Delinquency Fee	ZFAR4	2-13-24		119.84		
FTG Penalty Assmt (7% of Base) - 12-116.01B, 41-2421J	ZFTGS	2-14-04		237.36		
Highway Users Rev Fnd (HURF) (REG 80% Out/ST Plates) 28-2533C	ZHRF3	2-11-36				
Jud Collect Enhan Fnd (ST TP - \$11) 12-113, 12-116	ZJCS	2-13-52		77.00		91.00 ZJCS 52 & ZJCS 53
Jud Collect Enhan Fnd (ST TP - \$2 PubDef Trng) 12-116	ZJCS	2-13-53		14.00		
Jud Collect Enhan Fnd (CVLTP) Title 22-281C1 (18.39% of Fee)	ZJCSF	2-13-51				
Medical Svcs Enhan Fnd (13% Base) 12-116.02F, 36-2219.01	ZMSEF	2-14-02		440.83		
2011 Additional Assmt (\$8) 12-116.04C	ZOS1	2-15-31		227.07		368.97 ZOS 1-99
Prison Construction & Operations Fnd 5-395.01A4, 41-1651	ZPCOF	2-15-13		650.00		
Peace Officer Training Equip Fnd (2019-\$4) 12-116.10, 41-1731	ZPOTE	2-15-42		108.04		
Probation Surcharge (\$5) 12-114.01	ZPRSU/6/9	2-14-06		567.61		
Public Safety Equipment Fnd 5-395-397, 28-1381-88, 41-1723	ZPSEF	2-15-14		650.00		
Drug Tech Registration Fnd (Drug lab) 13-3423, 28-737.....	ZTECH	2-15-35				
Victim Rights Penalty (2019 - \$9) 12-116.08 (37.6%)	ZVCAF	2-15-43		91.30		243.09 ZVCAF & ZVRF
Victims Rights Enforcement Fund (\$2) 12-116.09 41-1722	ZVREA	2-15-37		56.73		
Victim Rights Penalty (2019 - \$9) 12-116.08 (62.4%)	ZVRF	2-15-44		151.79		
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			27.32	3,367.15 ZCAA2 & ZFINES
Defensive Driving School Fee 28-3396	ZDDS	4-31-01			1,210.00	
Default Fees - LOCAL	ZDEFF	4-32-01			415.00	415.00 ZDEFF & ZWARF
Deferred Prosecution Fees	ZDFEE	4-31-02			120.00	
Fines - CT Penalties - 13-811A & 28-1554B	ZFINE	4-21-10			969.07	
Fines - CR (NT) Penalties - 13-811A & 28-1554B	ZFINE	4-22-30				3,367.15 ALL ZFINES
Fines - CR T (DUI) Penalties - 13-811A & 28-1554B	ZFINE	4-22-10			961.49	
Fines - CR T (NDUI) Penalties - 13-811A & 28-1554B	ZFINE	4-22-20			13.18	
Fines - CR T (GBSE) Penalties - 13-811A & 28-1554B	ZFINE	4-21-95			193.92	
Fines - CR Penalties - 13-811A & 28-1554B	ZFINE	4-59-04				
Fines - CV Penalties - 13-811A & 28-1554B	ZFINE	4-49-05			1,229.49	
Registration Violations (HURF-LOCAL) 28-2533 REG	ZHRFX/C	4-23-01				
COURT SECURITY FEE	ZMCSF	4-30-25			750.00	
Miscellaneous (T22) Filing/Answer Fees 22-281C3	ZMISC	4-11-01				750.00 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			113.52	
2011 Additional Assmt - State Citing Agencies	ZOS5	2-15-32				
Non-Refundable Overpayments	ZOVF	4-91-02				
Public Defender Fees	ZPUBZ	4-39-71				(S3 WRITE-IN)
License Plate Violation (Susp/Dispay) 28-4139	ZSLPX/ZHRFC	4-23-02				
Warrant Fee	ZWARF	4-32-03				
Jail (incarceration) Fees	ZJF	4-33-21				21.43
2011 Additional Assmt - Justice Courts Share	ZOS2	2-21-53				28.38



<b>PASS-THROUGH MONIES:</b>		Received
<b>OVERPAYMENT REPORT</b>		
Carried Forward from Previous Month		\$0.00
RECEIVED in current month	<b>ZOVR 2-72-01</b>	<b>\$0.00</b>
DISBURSED (Hold Rcpt Refund) in current month		\$0.00
Allocation Adjustments		\$0.00
<b>Balance at End of Current Month</b>		<b>\$0.00</b>
<b>UNAPPLIED PAYMENTS REPORT</b>		
Carried Forward from Previous Month		\$0.00
Received, not applied this month	<b>UAP 2-79-11</b>	<b>\$0.00</b>
Allocated During Current month		\$0.00
<b>Balance at End of Current Month</b>		<b>\$0.00</b>
<b>DEFERRED AGENCY ALLOCATIONS REPORT</b>		
Carried Forward from Previous Month		\$0.00
Agency Not Assigned in Current Month	<b>DAA 2-99-02</b>	<b>\$0.00</b>
Allocated During Current month		\$0.00
<b>Balance at End of Current Month</b>		<b>\$0.00</b>
<b>BOND REPORT</b>		
Carried Forward from previous month		\$0.00
RECEIVED in current month	<b>ZBND 2-71-01</b>	<b>\$2,500.00</b>
CONVERTED (Exonerated) to Fines/Fees		\$0.00
DISBURSED in current month		\$0.00
FORFEITED in current month		\$0.00
<b>Balance at End of Current Month:</b>		<b>\$2,500.00</b>
<b>RESTITUTION REPORT</b>		
Carried Forward from previous month		\$0.00
RECEIVED in current month	<b>ZREST 2-41-01</b>	<b>\$0.00</b>
DISBURSED in current month		\$0.00
<b>Balance at End of Current Month</b>		<b>\$0.00</b>

**TOTAL REVENUE FOR DISBURSEMENT** **\$11,603.25**

JCEF account \$49.00  
 FTG account \$0.00  
 State Revenue \$5,471.88  
 City/Town \$6,081.56  
 Yavapai County \$49.81  
 Other Agencies

**TOTAL DISBURSEMENTS** **\$11,652.25**

**PASS-THROUGH MONIES:** **\$2,500.00**

Overpayment Refunds \$0.00  
 Unapplied Payments \$0.00  
 Bonds (ZBND) \$2,500.00  
 Restitution (ZREST) \$0.00  
 Agency Not Assigned - not yet allocated \$0.00

**SABA TOTAL (Total Revenue)** **\$14,152.25**

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: **APRIL 2022**

Approved: *Micheala Brewer*  
 5/5/22  
 CB6 5/5/22

Signature

*Micheala Brewer*



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

June 2022 staff report for May activity submitted by Terri Card.

**Utilities**

- Current debt (45 days past due):  
12 accounts were on the shut-off list at the beginning of May. 8 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 April billing: \$4347.79

Balance owed at end of May: \$1695.81

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

**Business Licenses**

Applications submitted: 8

Issued: 9

In process: 7

Renewal reminders went out to 3 businesses whose licenses expire at the end of June.

**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	(\$414.24)	(\$637.56)	(\$551.52)	(\$3,026.16)	(\$1,436.54)	(\$6,066.02)
Water	\$0.00	\$3,744.26	\$725.70	\$64.66	\$0.00	\$270.39	\$4,805.01
Sewer	\$0.00	\$4,728.68	\$819.00	\$72.00	\$0.00	\$522.58	\$6,142.26
Trash	\$0.00	\$7,387.40	\$1,075.52	\$89.44	\$0.00	\$892.79	\$9,445.15
Tax	\$0.00	\$367.36	\$66.23	\$5.72	\$0.00	\$39.24	\$478.55
Misc	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00
Late Fee	\$0.00	\$20.00	\$10.00	\$10.00	\$0.00	\$2,190.00	\$2,230.00
LMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UserType: Commercial (8)-----	-----	-----	-----	-----	-----	-----	-----
Subtotal --->	\$0.00	\$15,848.46	\$2,058.89	(\$309.70)	(\$3,026.16)	\$2,478.46	\$17,049.95
UserType: Residential							
Credit	\$0.00	(\$1,069.47)	(\$79.66)	(\$426.45)	(\$630.92)	(\$1,777.21)	(\$3,983.71)
Water	\$0.00	\$7,674.65	\$1,316.70	\$375.17	\$33.20	\$2,193.75	\$11,593.47
Sewer	\$0.00	\$6,634.69	\$1,229.03	\$606.85	\$126.97	\$3,742.48	\$12,340.02
Trash	\$0.00	\$5,302.10	\$1,023.71	\$373.81	\$44.08	\$2,156.52	\$8,900.22
Tax	\$0.00	\$733.86	\$126.34	\$35.22	\$3.27	\$298.22	\$1,196.91
Misc	\$0.00	\$60.00	\$15.00	\$0.00	\$0.00	\$38.55	\$113.55
Late Fee	\$0.00	\$260.00	\$190.55	\$160.00	\$120.00	\$5,374.89	\$6,105.44
LMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UserType: Residential (8)-----	-----	-----	-----	-----	-----	-----	-----
Subtotal --->	\$0.00	\$19,595.83	\$3,821.67	\$1,124.60	(\$303.40)	\$12,027.20	\$36,265.90
UserType: Municipal							
Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water	\$0.00	\$168.72	\$0.00	\$0.00	\$0.00	\$0.00	\$168.72
Sewer	\$0.00	\$211.64	\$0.00	\$0.00	\$0.00	\$0.00	\$211.64
Trash	\$0.00	\$141.20	\$0.00	\$0.00	\$0.00	\$0.00	\$141.20
Tax	\$0.00	\$16.64	\$0.00	\$0.00	\$0.00	\$0.00	\$16.64
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	\$538.20	\$0.00	\$0.00	\$0.00	\$0.00	\$538.20

-----

Charge Item Summary By User Type

-----

ChargeItem	Future	Current	Age2	Age3	Age4	Age5	Balance
=====							
UserType: Commercial							
Credit	\$0.00	(\$84.32)	(\$60.00)	\$0.00	(\$120.00)	(\$40.25)	(\$304.57)
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	\$6,181.08	\$264.40	\$0.00	\$0.00	\$347.36	\$6,792.84
Gas	\$0.00	\$27.95	\$0.00	\$0.00	\$0.00	\$0.00	\$27.95
Electric	\$0.00	\$239.52	\$0.00	\$0.00	\$0.00	\$0.00	\$239.52
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	\$6,364.23	\$204.40	\$0.00	(\$120.00)	\$307.11	\$6,755.74
UserType: Default							
Credit	\$0.00	(\$8,734.02)	\$0.00	\$0.00	\$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	(\$8,734.02)	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,734.02)
Grand Total (35)=====							
=====>	\$0.00	\$33,612.70	\$6,084.96	\$814.90	(\$3,449.56)	\$14,812.77	\$51,875.77

-----

Charge Item Summary

-----

ChargeItem	Future	Current	Age2	Age3	Age4	Age5	Balance
Credit	\$0.00	(\$10,302.05)	(\$777.22)	(\$977.97)	(\$3,777.08)	(\$3,254.00)	(\$19,088.32)
Water	\$0.00	\$11,587.63	\$2,042.40	\$439.83	\$33.20	\$2,464.14	\$16,567.20
Sewer	\$0.00	\$11,575.01	\$2,048.03	\$678.85	\$126.97	\$4,265.06	\$18,693.92
Trash	\$0.00	\$12,830.70	\$2,099.23	\$463.25	\$44.08	\$3,049.31	\$18,486.57
Tax	\$0.00	\$1,117.86	\$192.57	\$40.94	\$3.27	\$337.46	\$1,692.10
Misc	\$0.00	\$75.00	\$15.00	\$0.00	\$0.00	\$38.55	\$128.55
Late Fee	\$0.00	\$280.00	\$200.55	\$170.00	\$120.00	\$7,564.89	\$8,335.44
Rent	\$0.00	\$6,181.08	\$264.40	\$0.00	\$0.00	\$347.36	\$6,792.84
Gas	\$0.00	\$27.95	\$0.00	\$0.00	\$0.00	\$0.00	\$27.95
Electric	\$0.00	\$239.52	\$0.00	\$0.00	\$0.00	\$0.00	\$239.52
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	\$33,612.70	\$6,084.96	\$814.90	(\$3,449.56)	\$14,812.77	\$51,875.77

Customer Count = 380





# TOWN OF JEROME

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

## Regular Meeting of the Town of Jerome

### DESIGN REVIEW BOARD

Tuesday, May 24, 2022, 6:00 pm

600 Clark Street

### DRAFT MINUTES

#### 6:00 (0:10) Item 1: Call to order

Chair Tyler Christensen called the meeting to order at 6:00 p.m.

Deputy Town Clerk Kristen Muenz called the roll. Present were Chair Christensen, Vice Chair Brice Wood, and board members John McDonald, Mimi Romberger, and Carol Wittner. Also present was Zoning Administrator Will Blodgett.

#### 6:01 (1:01) Item 2: Petitions from the public – There were no petitions from the public.

##### Possible Direction to Staff

#### 6:01 (1:08) Item 3: Approval of Minutes: Special meeting of the Town of Jerome Design Review Board, Monday April 4<sup>th</sup>, 2022 Discussion/Possible Action

##### Motion to approve the minutes of the special meeting of April 4, 2022

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

##### Continued Items/Old Business:

#### 6:01 (1:51) Item 4: Election of new officers, chair and vice chair

Chair Tyler Christensen said that it had been an honor to serve on the board and the two years had gone quickly.

Ms. Wittner motioned to elect Vice Chair Brice Wood as the new chair.

Vice Chair Brice Wood thanked the board and said that Chair Christensen had done a wonderful job. He said that he did not have any conflict with serving as the next chair.

Ms. Wittner added that she had been impressed by Mr. Christensen and he had done an incredible job as the DRB chair.

##### Motion to elect board member Brice Wood as DRB chair

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

Chair Brice Wood took the floor and opened the discussion on the election of the new vice chair.

##### Motion to elect board member Tyler Christensen as DRB vice chair

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

##### New Business:

#### 6:04 (4:55) Item 5: Request approval for change of paint color for door & window trim

Applicant/Owner: Jay Kinsella

Zone: C-1

Address: 37 Rich Street

APN: 401-06-081

Applicant is seeking approval to change the paint colors for the door and window trim as well as the top dormers.

Zoning Administrator Will Blodgett read a description of the applicant's plan to repaint and a short history of the home. He said that the colors were comparable to historic colors, and he felt they were compatible with the age of the building.

Vice Chair Christensen asked if Mr. Blodgett meant to say "Phelps Dodge" when referencing the paint colors and Mr. Blodgett confirmed that he did.

Chair Wood said that the color scheme looked good.

The applicant, Mr. Jay Kinsella, further explained the color scheme for the trim around the doors and windows.

**Motion to approve change of paint color for door & window trim**

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

**6:09 (9:10) Item 5b: Request approval for a change to the exterior paint colors.**

Applicant/Owner: Jerome Historical Society

Zone: C-1

Address: 200 Main Street

APN: 401-06-010

Applicant is seeking approval to change the paint colors for the Mine Museum.

**Discussion/Possible Action***Zoning Administrator Will Blodgett read a description of the Historical Society's plan to paint the Mine Museum building.**Mr. Kinsella, representing the Historical Society, further explained the plan for repainting the building and described some parts of building's façade that would be featured with the chosen paint colors.**Mr. Christensen said that the new colors would be historically fitting, he mentioned that the Phelps Dodge green and copper fit with the town.**(13:09) Mr. McDonald said that he is a part-time employee of the Historical Society and, while he does not feel he has a conflict of interest because he will not be involved with the painting, felt that he should abstain from the vote.***Motion to approve change of paint color for door & window trim**

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

**Meeting Updates:****6:14 (13:51) Item 6: Updates of Recent and Upcoming Meetings – Zoning Administrator Will Blodgett**

- a) **April 12 Council meeting** – Approved the minutes from the April 6, 2022 special meeting; April 12, 2022 special meeting (open and closed sessions); April 12, 2022 regular meeting; April 18, 2022 special meeting (open and closed sessions). A CUP for 511 Main Street was tabled while staff gather additional information. A temporary construction easement for drainage improvements was approved along with a bridge loan for the wastewater treatment plant improvement project. Approved a CUP for 123 Hill street for residential apartments. Council approved the start of construction for drainage improvements to begin at 6:00a.m, and added Juneteenth as a paid town holiday.
- b) **April 19 P&Z meeting** – The Minutes from the Regular meetings of the P&Z Commission from February 16, 2022 and the Regular meeting of March 16, 2022 were approved, while the minutes from the Joint Special meeting of February 2022 were tabled for corrections. A CUP for residential apartments at 123 Hill St. was recommended for Approval, while a renewed approval request for an accessory feature (Generator) at 103 Dundee was tabled for a neighborhood meeting to be set up at a future date. (Note: This application has been withdrawn).

*Zoning Administrator Will Blodgett shared highlights of recent meetings.***6:15 (15:48) Item 7: Future DRB Agenda Items for Tuesday, June 28, 2022: Nothing currently scheduled***Chair Wood said they should be thinking of house-keeping items for discussion at future meetings. He thanked everyone for their time and commitment to the town.*

Item 8: Adjourn

***Motion to adjourn at 6:17 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

DRAFT



Founded 1876  
Incorporated 1899

## **Town of Jerome, Zoning Administrators Report**

---

**Town Council: Tuesday, June 14, 2022**

**Prepared by: William Blodgett, Zoning Administrator**

### **Planning & Zoning Commission-**

Meeting Cancelled, No items

### **Design Review Board-**

Approved the minutes from the special meeting of the Town of Jerome Design Review Board from Monday, April 4, 2022. Brice Woods elected as Chair and Tyler Christensen was elected Vice Chair. Approved a request by Jay Kinsella to repaint 37 Rich Street. Approved a request by the Jerome Historical Society to change exterior paint colors to the Mine Museum.

### **Board of Adjustment-**

Nothing to report at this time.

### **Code Enforcement-**

Nothing to report at this time.

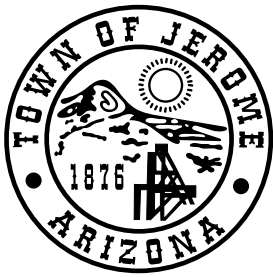
### **Administrative Approvals-**

Approved paint maintenance and repaint ( like for like ) on the New State Motor Building for the Jerome Historical Society.

### **Other Business-**

Conducted initial walkthrough of 655 Holly Street with Mayor Dillenberg and Barry Wolstencroft to ascertain the suitability of the property for the Town to consider purchase. Arranged and facilitated three inspections during the last week of May and first week of June, the Plumbing, AC/Heating and the Electrical has all been inspected and the reports provided.

We have ordered a GPS unit that will sync with a smart device to improve location accuracy, and once this arrives the parking inventory study will resume.



# TOWN OF JEROME

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

## 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

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JEROME, YAVAPAI COUNTY, ARIZONA, AS  
FOLLOWS:

Section 1. There is hereby added NEW Subsection C. to Section 12-1-9, "Parking for Certain Purposes Prohibited," of Article 12-1, "Traffic Code" of Chapter 12 "Jerome Traffic Code" of the Jerome Town Code to read as follows:

C. No vehicle displaying signs with a cumulative size larger than eight (8) square feet may park on public roadways or in public parking areas within the Town of Jerome for a period of time longer than two (2) hours.

Section 2. Following its adoption, this Ordinance shall be published by the Town Clerk in accordance with the requirements of A.R.S. § 39-203 *et seq.*

Section 3. All ordinances or parts of ordinances that are in conflict with the provisions of this Ordinance are hereby repealed to the extent of their inconsistency herewith.

Section 4. Should any section or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance, any provision incorporated by reference and any other provision of the Town Code as a whole or any part thereof other than the part so declared invalid.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF JEROME, YAVAPAI COUNTY, ARIZONA,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_  
Dr. Jack Dillenberg, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Candace Gallagher, Town Manager/Clerk

\_\_\_\_\_  
William J. Sims, Esq.  
Town Attorney

Date of first reading: \_\_\_\_\_

Dates of publication: \_\_\_\_\_

Date of adoption: \_\_\_\_\_

Date of posting: \_\_\_\_\_

Voting record at adoption:

	MOVED	SECONDED	AYE	NAY	ABSENT	ABSTAIN
BARBER						
DILLENBERG						
HARVEY						
MOORE						

## INTERGOVERNMENTAL AGREEMENT

### BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF JEROME FOR 2022-2023 FINANCIAL CONTRIBUTION FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF JEROME FOR 2022-2023 FINANCIAL CONTRIBUTION TO THE TOWN FOR FLOOD CONTROL IMPROVEMENTS (the “Agreement”) is entered into, effective this 1st day of May, 2022, between the Yavapai County Flood Control District, a political subdivision of the State of Arizona (the “DISTRICT”), and the Town of Jerome, Arizona, a municipal corporation of the State of Arizona (the “TOWN”). The District and the Town are sometimes collectively referred to as the “Parties” or individually as a “Party.”

### RECITALS

#### WHEREAS:

- A. The DISTRICT is a special taxing district legally created in the State of Arizona and organized by Yavapai County to include and govern its jurisdiction.
- B. The DISTRICT administers the Federal Emergency Management Agency (“FEMA”) Regulations under the National Flood Insurance Program.
- C. The Yavapai County Board of Supervisors is the Board of Directors of the DISTRICT.
- D. The TOWN lies within the legal boundaries of the DISTRICT.
- E. The DISTRICT, the TOWN, and Yavapai County (“County”) are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety, and welfare, and other public purposes.
- F. The DISTRICT and the TOWN have authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes (“A.R.S.”) §§11-952, 48-3603, and 9-240, and TOWN’s Code.
- G. Among other things, the DISTRICT receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.
- H. Under the budgeting process for the DISTRICT, a category of “Contributions” (hereinafter

“Funds”) has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Yavapai County.

- I. The DISTRICT has approved and budgeted Funds to provide funding assistance for flood mitigation work and is authorized to expend such Funds for flood control project (including storm water control) to political subdivisions for project so long as the project are flood or drainage related, cost-effective, a benefit to the County, the DISTRICT, and the political subdivision and are in accordance with FEMA regulations.
- J. The TOWN has experienced storm water control and flooding problems for a number of years in various locations and seeks to mitigate such problems to increase safety and protect public and private property and persons within the TOWN.
- K. The TOWN seeks to improve its storm water control, make drainage improvements, and/or mitigate flooding problems by constructing any or all of the following drainage improvements within the Incorporated Town limits (hereinafter collectively referred to as the “Project”):
  - Drainage Improvements on Holly, Hampshire, and Douglas Roads
  - General Drainage Improvements as Determined by the Town
- L. The TOWN desires to receive DISTRICT Funds to be used for its Project.
- M. The DISTRICT has budgeted Funds to support the Project in an amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00) the time period beginning May 1, 2022 and ending June 30, 2023 (the “Fiscal Period”).

## AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms, and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, IT IS AGREED BETWEEN THE TOWN AND THE DISTRICT AS FOLLOWS:

### I. PURPOSE

The purpose of this Agreement is to authorize the DISTRICT to pay and contribute to the TOWN Funds in support of the TOWN’s Project. Such funding for the Fiscal Period shall not exceed One Hundred Thirty Thousand Dollars (\$130,000.00).

### II. COMMENCEMENT, DURATION, AND TERMINATION

The effective date is as set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and shall terminate upon the earliest of:

- A. The completion of the Project as determined by the TOWN;
- B. The exhaustion of the Funds allocated to the TOWN for the Project;
- C. June 30, 2023; or
- D. The mutual agreement of the Parties.

If this Agreement terminates for any reason, any unused portion of the Funds shall not be available to the TOWN without further agreement of the Parties.

### III. RESPONSIBILITIES OF PARTIES

#### A. The TOWN shall:

1. Be solely responsible for the design, engineering, bidding, right-of-way acquisition, supervision, construction, inspection, administration, and project management of the Project and for contracting directly for all Project work.
2. If plans are used to bid, provide the DISTRICT a copy of the final Project plans.
3. Use the Funds for the Project during the Fiscal Period.
4. Use the Funds exclusively for costs associated with the Project described above.
5. When requesting Funds from the DISTRICT, provide detailed invoices with supporting documentation for the request(s).
6. Request Funds from the DISTRICT on or before July 31, 2023 (for work completed in the Fiscal Period).
7. Be responsible for the proper disbursement of the Funds provided by the DISTRICT.
8. Be responsible for maintaining the Project and the resulting improvements.

#### B. The DISTRICT shall:

1. Make Funds available to the TOWN for the Project as approved by the Board of Directors.
2. Provide funding as available and appropriate upon proper request(s) by the TOWN.
3. Pay properly invoiced requests monthly or on an alternate schedule as agreed to by the TOWN and DISTRICT.
4. Pay properly invoiced requests for work completed by the TOWN during the Fiscal Period so long as TOWN's requests are received by the DISTRICT on or before July 31, 2023.

#### C. The DISTRICT and TOWN mutually agree:

1. That they recognize the Funds to be used by Parties pursuant to this Agreement are tax funds. The agreements herein for funding are based upon projected tax funds to be received. In the event the projected income is not received, there is the possibility that some or all of the Funds anticipated by this Agreement and set forth herein will not be available. All monetary obligations under this agreement shall be subject to annual budget approval of the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this agreement.
2. The Project is the sole responsibility of the TOWN, and not of the DISTRICT or the County. All real property upon which the Project work will occur is within the TOWN limits and not owned or under the control of the DISTRICT or County.



## VII. INDEMNIFICATION

To the fullest extent permitted by law, the TOWN agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Directors, officers, employees, agents, or other representatives, the County, its Board of Supervisors, officers, employees, agents, or other representatives (collectively, the "Indemnitees") from any and all claims for damages or otherwise ("Claims") to the extent arising under this Agreement from any negligent acts of the Town, its officers, employees, agents, or other representatives. The Town shall have no obligation to indemnify any Indemnitees for Claims arising out of any negligent or wrongful act of any Indemnitees. This Indemnification provision shall survive the termination of this Agreement.

## VIII. OTHER PROVISIONS

- A. NOTICE. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

TOWN OF JEROME  
Town Manager  
600 Clark Street  
P. O. Box 335  
Jerome, AZ 86331

DISTRICT  
Yavapai County Flood Control District Director  
1120 Commerce Drive  
Prescott, AZ 86305

- B. ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties with respect to the subject matters herein, and may be amended, modified, or waived only by written instrument signed by both Parties.
- C. CONFLICT OF INTEREST. This contract is subject to the cancellation provisions of A.R.S. §38-511.
- D. SEVERABILITY. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- E. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- F. EMPLOYMENT VERIFICATION. Both parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to

G. LAWS. The Parties shall each be fully responsible for compliance with all statutes ordinances, codes, regulations, rules, court decrees, or other laws (hereinafter “Laws”) applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

TOWN OF JEROME

Dr. Jack Dillenberg, Mayor	Date
Town of Jerome	

Candace Gallagher  
Town Manager/Clerk

Date

DETERMINATIONS OF COUNSEL  
FOR THE  
INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF JEROME  
FOR 2022-2023 FINANCIAL CONTRIBUTION  
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL  
IMPROVEMENTS

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the Town of Jerome. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the Town of Jerome.



06/01/2022

Town Attorney  
Town of Jerome

Date

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the Yavapai County Flood Control District, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yavapai County Flood Control District.

Deputy County Attorney  
Flood Control District

Date

## Water Connection Term Sheet

### RECITALS:

- A. Jerome Verde Development Company, a wholly-owned subsidiary of Verde Exploration Limited (collectively, "VX"), owns historic buildings on Douglas Road, located on APN 401-03-043C and APN 401-03-042B, commonly known as the Engineer's building, Assay Office, and mine yard (the "Properties") that have been vacant for a number of years.
- B. These Properties were historically provided water by the Phelps Dodge Jerome Water system, even though immediately outside of Town Limits, dating back to VX's predecessor-in-interest, the United Verde Extension Mining Company, and Phelps Dodge's predecessor-in-interest, United Verde Copper Company. After the Town of Jerome ("Town") acquired the water system in 1975, the Town continued to provide water to these properties.
- C. In approximately 1999, the Town began construction and upgrades to water lines in the area. It was during this time the Town Crew, while doing work on Upper Bell Road, hit and broke the water line to the Engineers Building. The town crew had a policy that for vacant buildings, if leaks or damaged occurred, they did not repair the water lines. Instead, to save money, they simply disconnected the water line. Water to the mine yard was cut off in 2008, also due to a leak. Water to the Assay Office was cut off in 1997.
- D. State law requires a municipality to continue providing water service to properties outside its boundaries, once service is established; provided that water service to properties outside a jurisdiction's boundaries may be subject to conditions to service provided the conditions are no more burdensome than conditions imposed on properties within a jurisdiction's boundaries. ARS § 9-516; *Jung v. City of Phoenix*, 160 Ariz. 35, 770 P.2d 339 (1987) (The legislature intended to grant a right to those persons living outside the boundaries of a city, who are users of a city's water service, to require the continuation of such water service by the City once it has been established).

### TERMS:

1. Town agrees to provide water to the Properties.
2. Town shall be responsible for repairing or installing the water lines to the historic stub outs/stand pipes of such Properties (or as otherwise agreed by the parties). VX shall be responsible for the cost to repair or improve the water lines from the point of the historic stub outs/stand pipes.
3. VX agrees that it will, as a courtesy, consult with the Town regarding future uses of the Properties. This is done as a good neighbor, although not required to do so by applicable law, and is non-binding. The Properties are located outside of the municipal boundaries of the Town, and this consultation does not infer that the Town has approval or disapproval rights of such future uses, except as permitted by State law. The Town does not waive any rights it may have as to proposed future uses and water consumption of said Properties in accordance with State law.
4. The Town will not charge a connection fee or any other fee to VX for the water connections, other than monthly water user fees. Said water user fees shall be the same as to other similar properties which also receive water service from the Town. Such water rates shall comply with requirements of Arizona statutes. VX alleges that in the past, the Town has not charged VX for such water service, which VX alleges is based on prior water allotments negotiated by the predecessors of VX and Phelps Dodge; provided, however that by entering into this Term Sheet the Town is not attesting to the accuracy of this sentence. The parties agree that by virtue of VX making voluntary monthly water service payments to the Town and the Town receiving such voluntary payments, VX does not waive any rights it may

have with respect to the alleged water allotments, and the Town does not concede any rights it may have with respect to VX's duty to make such payments.

5. VX expressly reserves all rights it may have with respect to prior agreements respecting the provision of water.
6. The Town agrees that the conduct of VX, by entering into this Agreement, nor by any prior actions or non-actions by VX, does not and shall not constitute any waiver by VX of any rights VX may have as to any prior agreements of any nature respecting provision of water to VX from the Town's water system, if such agreements are binding on the Town.
7. **Successors and Assigns.** This Agreement shall be binding upon and enforceable against the parties hereto and their respective heirs, successors, representatives, assigns, personal representative, and power of attorney.
8. **Attorney's Fees.** In the event that any party hereto is required to commence any action or proceeding against the other in order to enforce the provisions hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.
9. **Waiver.** No waiver by either party of any default under this Term Sheet shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.
10. **Entire Agreement.** This Term Sheet constitutes the entire agreement between the parties pertaining to the subject matter contained in this Term Sheet. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Term Sheet.
11. **Severability.** If any term, provision, covenant or condition of this Term Sheet, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Term Sheet and such terms, provisions, covenants or conditions as applied to other persons, places and circumstances shall remain in full force and effect.
12. **Amendment.** No supplement, modification or amendment of this Term Sheet shall be binding unless in writing and executed by both parties.
13. **Governing Law.** This Term Sheet shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Arizona. Venue of any action arising out of or relating to this Term Sheet shall be in Yavapai County, Arizona.

SIGNED:

Town of Jerome, an Arizona municipality

---

Dr. Jack Dillenberg, Mayor

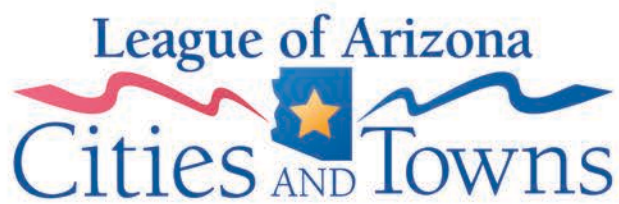
---

Date

Jerome Verde Development Company, a Delaware corporation

By: Mike Westcott  
Its: Property Manager

Date



# 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](http://www.azleague.org)

**July 2019**



## TABLE OF CONTENTS

<b>INTRODUCTION.....</b>	<b>i</b>
<b>SECTION I - CAN YOU LEGALLY ANNEX THE PROPERTY? .....</b>	<b>1</b>
Contiguity, Size and Shape .....	1
Unincorporated Area.....	2
Creating County Islands.....	2
Number of Tracts to be Annexed.....	2
Crossing County Boundaries .....	3
County Parks or County Rights-of-Way.....	3
State Lands.....	3
Federal Lands.....	4
Territory Subject to Earlier Filing.....	4
<b>SECTION II - THE ANNEXATION PROCESS.....</b>	<b>5</b>
Steps in the Annexation Process .....	6
Time Period to Obtain Required Signatures .....	7
Obtaining a List of Property Owners .....	7
Inspection of Petitions.....	8
Zoning After Annexation.....	8
Notice to Fire Districts.....	9
<b>SECTION III - GETTING THE SIGNATURES .....</b>	<b>10</b>
Eligible Signatures .....	10
Tax Exempt Property .....	12
Conditional Signatures.....	13
Withdrawal of Signature .....	14
Review and Tabulation of Signatures.....	14
<b>SECTION IV - COUNCIL ACTION.....</b>	<b>16</b>
Protest or Contest.....	18
<b>SECTION V - AFTER THE ANNEXATION .....</b>	<b>19</b>
Transmittal of Annexation Ordinance .....	19
Effect of Annexation.....	19
Expenditure Limitation Adjustments.....	21
State Shared Revenues .....	21

<b>SECTION VI - DEANNEXATION</b> .....	22
Status of Deannexed Land for Taxation Purposes.....	23
Deannexation of County Parks .....	23
 APPENDIX A - ANNEXATION TIMELINE .....	A-1
APPENDIX B - STATE LAW PROVISIONS ON ANNEXATION .....	B-1
APPENDIX C - MODEL ANNEXATION PETITION .....	C-1
APPENDIX D - MODEL AFFIDAVIT REGARDING ANNEXATION .....	D-1
APPENDIX E - MODEL ANNEXATION ORDINANCE.....	E-1
APPENDIX F - ANNEXATION MAP DISTRIBUTION .....	F-1

## **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.<sup>1</sup>

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.<sup>2</sup> 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.<sup>2</sup>

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.<sup>3</sup>

---

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

<sup>2</sup>*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).

<sup>3</sup>*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.<sup>4</sup> 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.<sup>5</sup> 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.<sup>6</sup>

## 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.<sup>7</sup> 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.<sup>8</sup> If one ordinance is used to annex multiple territories, it is advisable to use a separate petition for each parcel.<sup>9</sup>

---

<sup>4</sup>*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).

<sup>5</sup>A.R.S. § 9-471 (I).

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

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

<sup>8</sup>*Id.*

<sup>9</sup>Memorandum 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”.<sup>10</sup>

## **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.<sup>11</sup>

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.<sup>12</sup> 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

---

<sup>10</sup>A.R.S. § 9-134.

<sup>11</sup>A.R.S. § 9-471(Q).

<sup>12</sup>A.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.<sup>13</sup> 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.<sup>14</sup>

## **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.

---

<sup>13</sup>*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).

<sup>14</sup>Memorandum 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.<sup>15</sup>

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.<sup>16</sup> 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.<sup>17</sup> 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

---

<sup>15</sup>A.R.S. § 9-471 (O).

<sup>16</sup>A.R.S. § 9-471 (A)(1).

<sup>17</sup>A.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.<sup>18</sup>

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.<sup>19</sup> 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.<sup>20</sup>

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.

---

<sup>18</sup>A.R.S. § 9-471 (G).

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

<sup>20</sup>A.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.<sup>21</sup> 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.<sup>22</sup> A court has ruled that a rezoning can be initiated before the annexation is final under certain circumstances.<sup>23</sup> However, we recommend that the annexation be final before rezoning actions begin.

---

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

<sup>22</sup>A.R.S. § 9-471 (L).

<sup>23</sup>*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. At the public hearing, the governing body may consider the testimony of any property owner within the notification area (“aggrieved party”) when making its decision.<sup>24</sup>

## 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.<sup>25</sup>

### **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.

---

<sup>24</sup>A.R.S. § 9-462.04.

<sup>25</sup>A.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.<sup>26</sup> 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.<sup>27</sup>

#### **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.<sup>28</sup>

---

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

<sup>27</sup>*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.”).

<sup>28</sup>*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.<sup>29</sup> 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.<sup>30</sup>

## **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.<sup>31</sup> 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.<sup>32</sup>

## **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.<sup>33</sup>

---

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

<sup>30</sup>*Id.*

<sup>31</sup>*Id.*

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

<sup>33</sup>*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.<sup>34</sup>

## **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.<sup>35</sup> 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.<sup>36</sup> 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.”<sup>37</sup> It is the opinion of the League General Counsel that

---

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

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

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

<sup>37</sup>*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.<sup>38</sup>

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."<sup>39</sup>

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.<sup>40</sup>

## 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."<sup>41</sup> 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.

---

<sup>38</sup>Memorandum 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).

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

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

<sup>41</sup>*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.<sup>42</sup>

## 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.<sup>43</sup>

---

<sup>42</sup>A.R.S. § 19-113.

<sup>43</sup>*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.<sup>44</sup>

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.<sup>45</sup>
- If a person owns multiple parcels of property, such owner shall be counted as one owner.<sup>46</sup>

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).<sup>47</sup>

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.

---

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

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

<sup>46</sup>A.R.S. §9-471 (F).

<sup>47</sup>*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.<sup>48</sup>

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.<sup>49</sup> 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.<sup>50</sup>

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

---

<sup>48</sup>*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).

<sup>49</sup>A.R.S. § 9-101(H).

<sup>50</sup>A.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.<sup>51</sup> 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.<sup>52</sup> 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.<sup>53</sup>

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.<sup>54</sup> 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.<sup>55</sup>

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.”<sup>56</sup> Annexation ordinances are subject to referendum, and the court has clarified that the final adoption of the annexation ordinance is the referable event.<sup>57</sup>

---

<sup>51</sup> See Appendix D for model annexation ordinance.

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

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

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

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

<sup>56</sup> *Salt River Project Agr. Imp. & Power Dist. v. City of St. Johns*, 149 Ariz. 282, 718 P.2d 184 (1986).

<sup>57</sup> *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 within the territory to be annexed 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.<sup>58</sup>

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.<sup>59</sup>

---

<sup>58</sup>A.R.S. § 9-471 (P).

<sup>59</sup>A.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.<sup>60</sup> 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.<sup>61</sup> 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

---

<sup>60</sup>A.R.S. § 42-17257.

<sup>61</sup>*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.<sup>62</sup>

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.<sup>63</sup> 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.<sup>64</sup>

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.<sup>65</sup>

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.<sup>66</sup>

---

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

<sup>63</sup>*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).

<sup>64</sup>A.R.S. § 9-472.

<sup>65</sup>A.R.S. § 48-812.

<sup>66</sup>A.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.<sup>67</sup> 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.<sup>68</sup> 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.

---

<sup>67</sup>State Demographer's Office, Phone: 602-771-2222, Email: [pop.info@oeo.az.gov](mailto:pop.info@oeo.az.gov).

<sup>68</sup>In 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.<sup>69</sup>

---

<sup>69</sup>A.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)

<u>DATE</u>	<u>NAME OF PROPERTY OWNER</u>	<u>MAILING ADDRESS</u>	<u>PHONE</u>	<u>PARCEL NUMBER OR LEGAL DESCRIPTION</u>
-------------	-----------------------------------	----------------------------	--------------	---


## 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](mailto: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.

**TOWN OF PATAGONIA, SANTA CRUZ COUNTY, ARIZONA  
ORDINANCE NO. XXXX**

**(Town Code Amendment — Chapter 12 – 8 Sewer Pretreatment)**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PATAGONIA, SANTA CRUZ COUNTY, ARIZONA, AMENDING THE PATAGONIA MUNICIPAL CODE, BY ADOPTING AS A NEW CHAPTER, THAT CERTAIN PUBLIC RECORD ENTITLED, **"TITLE 12, PUBLIC SERVICES, CHAPTER 12, SEWER PRETREATMENT"**; PROVIDING PENALTIES FOR THE VIOLATION THEREOF, ESTABLISHING AN EFFECTIVE DATE, AND DECLARING AN EMERGENCY.

**WHEREAS**, the Town of Patagonia (TOWN) provides and controls to operations of its Wastewater utility service for the benefit of property owners within and without the TOWN'S corporate boundaries pursuant to A.R.S. §9-240(B)(5)(a.) and 9-511, et. seq.; and,

**WHEREAS**, TOWN, must establish rules and regulations applicable to the operations of such Wastewater utility service to ensure it is operated in such a manner as to protect the citizens of the TOWN and all users of the utility service; and,

**WHEREAS**,

**WHEREAS**,

**THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF PATAGONIA, SANTA CRUZ, ARIZONA, AS FOLLOWS:**

APPROVED/EXECUTED:

\_\_\_\_\_  
, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**ORDINANCE XXXX**

Published in the \_\_\_\_\_ on the DAY and DAY of Month, Day,  
2021.

Passed and Adopted by XX Council Votes.

Posted on Month, Day, 2021.

Clerk's Initials \_\_\_\_\_

**TITLE 12**  
**PUBLIC SERVICES**

**CHAPTER 12**

**SEWER PRETREATMENT PLAN for the TOWN of PATAGONIA**

**GENERAL PROVISIONS**

12-8-1	Purpose and Policy
12-8-2	Intent
12-8-3	Administration
12-8-4	Authority to Enforce
12-8-5	Enforcement Jurisdiction of Town
12-8-6	Abbreviations
12-8-7	Definitions
12-8-8	User Requirements
12-8-9	Prohibited Discharges
12-8-10	Local Limits
12-8-11	Town's Right of Revision
12-8-12	Pretreatment Facilities
12-8-13	Disposal of Pretreatment Sludge
12-8-14	Significant Non-Compliance a Civil Violation
12-8-15	Severe Non-Compliance a Criminal Violation
12-8-16	Interference with Enforcement Procedure

## **Article 12 – 1 Sewer Pretreatment**

### **12 – 8 – 1 Purpose and Policy**

This article sets forth uniform requirements for users of the Publicly Owned Treatment Works for the Town of Patagonia, hereinafter referred to as "town" and enables the town to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code §1 251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations, Part 403). The objectives of this article are to:

- A. Prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation and efficient functioning of its parts;
- B. Prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;
- C. Protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- D. Promote reuse and recycling of industrial wastewater and sludge away from the Publicly Owned Treatment Works;
- E. Enable the town to comply with its Arizona Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the Publicly Owned Treatment Works is subject;
- F. Promote waste minimization and pollution prevention; and,
- G. Protect the environment.

This article shall apply to all persons discharging to the Publicly Owned Treatment Works. This article establishes discharge prohibitions/limitations; authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; established administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

### **12 – 8 – 2 Intent**

This chapter is intended to:

- A. Establish pollutant discharge limits for wastewater discharged into the Publicly Owned Treatment Works;
- B. Establish the authority for the Town Manager to designate a Director of Public Works to implement and enforce the provisions of this code;
- C. Establish a requirement for pretreatment of wastewater that does not meet the pollutant limitations;
- D. Establish steps the town will use to monitor and enforce the discharge limitations to



protect water and bio-solids resources; and,

- E. Establish special procedures for receiving and processing discharges from septic pumps.

#### 12 – 8 – 3 Administration

- A. The provisions of this code shall be administered and enforced by the Town Manager or the designated Director of Public Works, and such other officers or employees of the town as the Town Manager may approve, direct, or designate.
- B. The designated Director of Public Works shall be responsible to develop, implement and enforce policies, procedures, and/or guidelines to ensure the water reclamation facility pretreatment design, permitting, and discharge limitation requirements are met by all users of sewer system.
- C. As such, a written inventory or survey of each significant industrial user will be conducted to determine permit status.
- D. Results of the survey or inventory will be analyzed and appropriate measures will be established, in the form of an industrial wastewater permit, to ensure the Publicly Owned Treatment Works is protected.

#### 12 – 8 – 4 Authority to Enforce

Authorization for the regulations set forth in this chapter is granted to the Town of Patagonia pursuant to Arizona Revised Statutes §9-240(B)(5)(a) as such may be amended from time to time.

#### 12 – 8 – 5 Enforcement Jurisdiction of Town

Jurisdiction for enforcement of the regulations set forth in this chapter is granted to the Town of Patagonia pursuant to Arizona Revised Statutes §9-240(B)(25)(b) as such may be amended from time to time and all proceedings to enforce the provisions of this article, whether civil or criminal, shall be in the Town of Patagonia Magistrate Court.

#### 12 – 8 – 6 Abbreviations

The following abbreviations, when used in this chapter, shall have the designated meanings:

- ADEQ - Arizona Department of Environmental Quality
- AZPDES - Arizona Pollutant Discharge Elimination System
- BMPS - Best Management Practices
- BOD - Biochemical Oxygen Demand
- CFR - Code of Federal Regulations
- COD - Chemical Oxygen Demand
- EPA - U.S. Environmental Protection Agency
- Gpd - gallons per day
- IU - Industrial User
- mg/l - milligrams per liter
- NPDES - National Pollutant Discharge Elimination System

- POTW - Publicly Owned Treatment Works
- RCRA - Resource Conservation and Recovery Act
- SIU - Significant Industrial User
- TSS - Total Suspended Solids
- ug/l - micrograms per liter
- U.S.C. - United States Code

## 12- 8 - 7      Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the following definitions/meanings hereinafter designated.

*Act or "the Act"* means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 *et seq.*

*Alert level* means the concentration or loading at which a contaminate in the liquid or solid products of the POTW must be reported to regulators prior to a violation in the permit.

*AZPDES* means the Arizona Pollutant Discharge Elimination System.

*Best Management Practices or BMPS* means schedules of activities, pollution treatment practices or devices, prohibitions of practices, good housekeeping practices, pollution prevention, waste minimization, educational practices, maintenance procedures, or other management practices or devices to prevent or reduce the amount of pollutants entering the Publicly Owned Treatment Works.

*Biochemical Oxygen Demand or BOD* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g., mg/l).

*By-pass* means the intentional diversion of wastewater flows from any portion of a treatment process or the POTW.

*Categorical Pretreatment Standard or Categorical Standard* means any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

*Clean Water Act* means the Federal Water Pollution Control Act, as amended, 33 United States Code § 1251 *et seq.*

*Concentration* means the chemical and physical results indicating the amount of a characteristic in a defined unit of mass.

*Contaminant* means any chemical, biologic mass, metal or non-metal that at some concentration may become a pollutant or combine with any other characteristic of the wastewater to become a pollutant.

*Control Manhole* means an access point into the sanitary sewer for the purpose of collecting a representative sample of wastewater discharge to determine compliance with this chapter. Access points used as control manholes will be approved by the water

utilities manager.

*Discharge* means the disposal of sewage, pollutants, suspended solids, wastewater or any liquid from any user into the wastewater sewer and treatment system of the town.

*Discharge Limit* means the concentration or loading defining the limitation of acceptable discharge of a contaminant in the liquid or solid products to a POTW.

*Environmental Protection Agency or EPA* means the U.S. Environmental Protection Agency, the federal agency charged with enforcement of the Clean Water Act.

*Existing Source* means any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

*Garbage* means solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

*Grab Sample* means a sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

*Grease Trap or Interceptor* means a device used to separate oil, grease, and sand or any flammable wastes from wastewater.

*Indirect/ Discharge or Discharge* means the introduction of pollutants into the POTW from any Nondomestic Source regulated under any laws, rules or regulations of the United States, the State of Arizona or any political subdivision thereof.

*Industrial Process Water.* means any liquid, pollutants, regulated substance, free-flowing waste, including polluted cooling water, resulting from any industrial or manufacturing process or from the development, recovery or processing of natural resources, with or without suspended solids, discharged from any non-single-family residential source.

*Industrial User* means any facility that discharges wastewater into the town's sewer system, including industrial facilities, commercial businesses, government agencies, food service and medical facilities, wastewater haulers, multi-family housing units consisting of five or more units, and or any other facility that is not designated as a single-family residential user.

*Interference* means a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of any applicable NPDES or AZPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

*Nondomestic Source* means discharges of any substances other than human excrement and household gray water derived from the ordinary living process of residential family homes.

*Pass Through* means a contaminant or pollutant that may pass through and exit the POTW in concentrations that result in a violation or an alert of any end disposition of the liquid or solid products of the POTW. This shall include any contaminant or pollutant that may combine with any other characteristic of the wastewater and pass through the POTW that results in a violation of any end disposition of the liquid or solid products of the POTW.

*Person* means any individual, partnership, co-partnership, firm, company, corporation, limited liability company, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all users and all federal, state, and local governmental entities.

*pH* means a measure of the acidity or alkalinity of a solution, expressed in standard units.

*Pollutant* means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, commercial food waste including but not limited to fats, oils, and grease, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

*Pretreatment* means any concentration of contaminants that exceeds the established discharge limits, including but not limited to: solid waste; incinerator residue; sewage screenings; sewage sludge; chemical wastes; biological materials; radioactive materials; pesticides; herbicides; fertilizers and other agricultural chemicals; munitions; petroleum products; heat, rock, sand, and industrial, municipal and agricultural garbage; wrecked or discarded equipment; cellar dirt and mining waste; industrial, municipal and agricultural wastes; or any other liquid, solid, gaseous, or any other hazardous substances discharged into the POTW.

*Pretreatment Device* means equipment, material or structures to reduce, eliminate, or alter the nature of pollutant properties in wastewater before, or in lieu of, introducing pollutants into the POTW.

*Pretreatment Sludge* means the waste byproduct from a commercial or manufacturing process that is removed as the result of cleaning the pretreatment device, including but not limited to plating sludge, decant water, lint, sand, fats, oil and grease and solids.

*Pretreatment Standards or Standards* means prohibited discharge standards, categorical pretreatment standards, and local limits as may have been established pursuant to the laws or regulations of the United States, the State of Arizona, or of the town.

*Prohibited Discharge Standards or Prohibited Discharges* means absolute prohibitions against the discharge of certain substances and limitations on others; these prohibitions appear in Section 12-8-9 of this chapter.

*Properly Shredded Garbage* means garbage that has been shredded to a degree that all particles will be carried freely under the flow conditions normally prevailing in sanitary sewers, with no particle greater than one-quarter inch in any dimension.

*Publicly Owned Treatment Works or POTW* means a "treatment works," as defined by Section 212 of the Act (33 U.S.C. § 1292) in which the town owns an interest. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

*Septic Pumpers* means any mobile wastewater collection provider or contractor in the business of removing and disposing of septic waste.

*Septic Tank Waste* means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

*Severer Non-Compliance* means any willful, negligent or major violation of this code, or the documented, habitual failure of any sewer system user to comply with the meaning or intent of this code.

*Sewer* means a pipe or conduit that carries sewage to the publicly owned treatment works.

*Significant Industrial User* means:

- Any industrial user that is designated as such and required to obtain a permit by the Director of Public Works, on the basis that the industrial user has the potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement; or
- Any industrial user that is subject to Categorical Pretreatment Standards as established by the EPA; or
- Any industrial user that discharges an average of 25,000 gallons per day or more of process wastewaters; or
- Any industrial user that contributes a process waste stream that makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW.

*Significant Non-Compliance* means any single, accidental discharge resulting in an upset, or bypass caused by a user of the sewer system, or any minor failure of any sewer system user to comply with the meaning or intent of this chapter.

*Severe Non-Compliance* means multiple, meaning more than two, accidental discharges resulting in an upset, or bypass caused by a user of the sewer system, or minor failures of any sewer system user to comply with the meaning or intent of this chapter.

*Storm Water* means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

*Suspended Solids* means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering or measurable by laboratory process.

*Upset* means any incident in which there is unintentional and temporary noncompliance with discharge limits or alert limits because of factors beyond the reasonable control of

the user. An upset is the chemical, biochemical, biological or physical failure of a process to properly treat or control the quality of the wastewater discharged to a sewer, or the liquid and solid products discharged from a POTW. An *upset* does not include a failure due to consistent operational error, improper design of treatment facilities, inadequate treatment facilities, inadequate preventative maintenance, or careless operation.

*User or Industrial User or Nondomestic User* means a source of discharge into the POTW from a nondomestic use.

*Wastewater* means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

*Wastewater, Sludge or Biosolid* means the solids or semisolids, residues and precipitate separated from or created in wastewater.

*Wastewater Treatment Plant or Treatment Plant* means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

## 12 – 8 – 8     User Requirements

- A. No person shall uncover, make any connections with, open into, use, alter or disturb any part of the POTW, or appurtenance thereof, without first obtaining written approval from the town.
- B. No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any part of the POTW, or appurtenance thereof.
- C. All users of the POTW within the town shall be in compliance with the requirements of this chapter.
- D. Users of the sewer system will be required to follow, at their own expense, any policies, procedures or guidelines established by the town to ensure adherence to the proper pretreatment and discharge limitation requirements.
- E. No person shall discharge, or cause to be discharged, any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water, swimming pool water, or unpolluted industrial process waters to any sanitary sewer, without complying with the requirements of this chapter.
- F. No person shall discharge, or cause to be discharged, any pollutant or wastewater that causes pass-through or interference of the treatment process.
- G. Any person considered a non-residential or industrial user shall not discharge, or cause to be discharged, any industrial wastewater directly or indirectly to the POTW, without first meeting with town staff to complete an inventory or survey of discharges and potential discharges, then staff shall determine if the user shall be categorized as:
  - 1. Non-significant industrial user:

After conducting the survey, if town staff determines the user to be a non-significant industrial user, the user may discharge wastewater into the POTW, providing they remain in compliance with this chapter in its entirety; or,

2. Significant industrial user:
  - a. After conducting the survey, if Town staff determine the user to be a significant industrial user, the user will be required to comply with all of its requirements before discharge of wastewater into the POTW can occur; and,
  - b. Additionally, any costs associated with adhering to the permit, such as testing, pretreatment, maintenance of facility equipment, and reporting shall be at the user's expense.
- H. No wastewater hauler or septic pumper shall discharge septic waste or other wastes into the POTW without first obtaining approval from the town based upon the following:
  1. Wastewater haulers or septic pumpers shall be required to discharge hauled waste at town-designated disposal points only;
  2. The Director of Public Works shall develop and administer specific guidelines as to the procedure that shall be followed by wastewater haulers; and,
  3. Guidelines shall include, at a minimum, the current fee schedule, disposal procedure, testing requirements, and designation of a disposal site.
- I. It shall be a violation of this chapter for anyone to discharge wastewater, industrial wastes, industrial process waters, or hauled wastewater anywhere within the town limits other than at a designated POTW disposal site or connection.

#### 12 – 8 – 9 Prohibited Discharges

- A. General Prohibitions. No person shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all persons discharging to the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.
- B. Specific Prohibitions. No person shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
  1. Any liquid or vapor having a temperature higher than 150° F at the point of discharge, or 104° F at the treatment plant headworks.
  2. Any water or waste that may contain more than 100 milligrams per liter by weight, including: fat, mineral, organic oil, grease, or any waste that may form persistent oil emulsions.
  3. Any gasoline, benzene, naptha, fuel oil, or other flammable or explosive liquid, solid or gases:
    - a. Waste streams with a closed cup flashpoint of less than 140° F (or 60° C),

using the test methods specified in 40 C.F.R. pt. 261.61; or,

- b. Pollutants that exceed 10% of the lower explosive limit at any point within the POTW for any single reading, or more than 5% for any two consecutive readings.
- 4. Any solid waste or viscous matter:
  - a. Any garbage or vegetable parings of any kind; not to include discharges from domestic garbage disposals; or,
  - b. Any ashes, cinder, sand, mud, straw, shavings, metal, glass, rags, feathers, tar plastic, wood, paunch manure, grits such as brick, cement, stone carbide or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of wastewater treatment facilities.
- 5. Any waters or wastes having a pH lower than 5.5 or higher than 9, or having other corrosive property capable of causing damage or hazard to structures, equipment and personnel of wastewater treatment facilities.
- 6. Any pollutant, including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or concentration that, either singly or by interaction with other pollutants, that will cause interference with the POTW.
- 7. Any water or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the wastewater treatment facilities. This includes noxious or malodorous liquids, solids or gases that, either singly or by interaction with other wastes:
  - a. Are sufficient to create a public nuisance or a hazard to life; or
  - b. Are sufficient to prevent entry into the sewers for maintenance and repair; or
  - c. May result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems; or
  - d. Are sufficient to cause the effluent (alone or in conjunction with other sources) to fail a toxicity test.
- 8. Any waters or wastes containing suspended solids of a character or quantity that requires unusual attention or expense for their handling in the wastewater treatment facilities.
- 9. Any noxious or malodorous gas or substance capable of creating a public nuisance.
- 10. Any waters or wastes containing strong acid, pickling wastes or concentrated plating solutions whether neutralized or not.



11. Any wastewater, pollutants or septage tracked or hauled at discharge points that have not been designated and permitted by the Department of Public Works.
12. Any waste or water containing metals, such as lead, mercury, chromium and cadmium, that cannot be destroyed or broken down through treatment.
13. Any waste or water containing toxic organic chemicals, such as solvents, pesticides, dioxins and polychlorinated biphenyl chemicals (PCB s), that cause interference or pass-through.
14. Wastewater imparting color that cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently impart color and/or unsettlable solids to the treatment plant's effluent, thereby violating any applicable NPDES or AZPDES permit.
15. Wastewater containing any radioactive wastes or isotopes, except in compliance with applicable state or federal regulations.
16. Detergents, surface-active agents or other substances that may cause excessive foaming in the POTW.
17. Pollutants that will cause excessive corrosive structural damage to the POTW beyond that which is normally associated with the treatment of wastewater.
18. Any of the following prohibited substances:
  - a. BHC-Alpha.
  - b. BHC-Beta
  - c. BHC-Gamma (Lindane)
  - d. Chrysene
  - e. Heptachlor Epoxide.
  - f. Polychlorinated Biphenyl Compounds (PCBs).
  - g. Phenanthrene.

19. More than the maximum allowable daily discharge limits of the following substances: (This subsection modifies 13.09.100)

Pollutant	Mass Concentration	Sampling Method
Arsenic	100 ug/1	Composite
Barium	10 mg/1	Composite
Benzene	130 ug/1	Grab
Boron	5000 ug/l	Composite
Cadmium	47 ug/1	Composite
Chlorine (total)	10 mg/l	Grab
Chloroform	420 ug/l	Grab
Chromium	1200 ug/1	Composite
Copper	1200 ug/l	Composite
Cyanide	d00 ug/l	Grab
Cyanide (amenable to chlorination)	200 ug/l	Grab
Lead	500 ug/1	Composite
Manganese	83 mg/l	Composite
Mercury	4.6 ug/1	Composite
Methylene Chloride	4200 ug/l	Composite
Nickel	3980 ug/1	Composite
Oil and Grease (TPH)	100 mg/l	Grab
Phenols	0.05 mg/1	Grab
Selenium	100 ug/1	Composite
Silver	500 ug/1	Composite
Sulfides	10.0 mg/1	Grab
Sulfides (dissolved)	500 ug/l	Grab
Sulfides (total)	2.0 mg/1	Composite
Tetrachloroethylene	530 ug/1	Grab
Trichloroethylene	700 ug/1	Grab
Zinc	5400 ug/l	Composite

20. Based on fume toxicity, more than the discharge limits for the following substances (all grab samples):

Pollutant	Mass Concentration (mg/l)
1, 1,1-Trichloroethane	1.55
1, 1-Dichloroethane	4.58
1,2,4-Trichlorobenzene	0.43
1,2-Dichlorobenzene	3.74
1,2-Dichloropropene	3.65
1,3-Dichloropropene	0.09
1,4-Dichlorobenzene	3.54
Acrylonitrile	1.24
Aroclor 1242	0.01
Aroclor 1254	0.005
Benzene	0.13
Bromomethane	0.002
Carbon Disulfide	0.06
Carbon Tetrachloride	0.03
Chlorobenzene	2.35
Chloromethane	0.42
Chloroform	0.42
Chloromethane	0.007
Dichlorodifluoromethane	0.04
Ethyl Benzene	1.59
Ethylene dichloride	1.05
Heptachlor	0.003
Hexachloro-1,3-butadiene	0.0002
Hexachloroethane	0.96
Methyl ethyl ketone (2-butanone)	249
Methylene chloride	4.15
Tetrachloroethylene	0.53
Toluene	1.35
Trans-1,2-Dichloroethylene	0.28
Trichloroethylene	0.71
Trichlorofluoromethane	1.22
Vinyl chloride	0.003
Vinylidene chloride	0.003

21. Based on nitrification inhibition, the following substances shall not exceed the discharge limits below from a composite sample:

\*ND=Not detectable

Pollutant	Mass* Concentration (mg/1)
0-Cresol	.12
1-Naphthylamine	45
2,2'-Bipyridine	23
2,4-Dinitrophenol	ND
8-Hydroxyquinoline	7.5
Acetone	220
Allyl alcohol	1.9
Allyl chloride	18
Allyl isothiocyanate	ND
Aniline	ND
Benzidine diHCl	12
Benzocaine	ND
Benzothiazole disulfide	.38
Benzylamine	ND
Carbon disulfideCarbon disulfide	.35
Chloroform	.18
Diallyl ether	10
Dicyandiamide	25
Diguanide	S
Dimethylgloxime	ND
Dithiooximide	ND
Dodecylamine	ND
Ethanol	240
Ethylenediamine	41
Guanidine carbonate	.16
Hexamethylene diamine	20
Hydazine	5.8
Mercaptobenzothiazole	.03
Methyl isothiocyanate	ND
Methyl thiuronium sulfate	.06
Methylamine hydrochloride	155
Monoethanolamine	ND
Naphthylethylenediamine diHCl	29
Ninhydrin	31
Nitrapyrin	ND
n-Methylaniline	71
O-ethyl potassium carbonodithioate	ND

p-Aminopropiophenone	22
Phenol	.05
p-Nitroaniline	46
p-Nitrobenzaldehyde	29
Potassium thiocyanate	30
p-Phenylazoaniline	ND
Skatol	.07
Sodium dimethyl dithiocarbamate	ND
Sodium methyl dithiocarbamate	1.3
Tannic Acid	ND
Tetramethyl thiuram disulfide	3.0
Thioacetamide	ND
Thiosemicarbazide	ND
Thiourea	ND
Triethylamine	ND
Trihalomethyl-1,3,5-triazine	ND
Trimethylamine	11.8

22. Water or wastes that exceed the categorical pretreatment limits listed in 40 C.F.R. Ch. 1, Subch. N, pt. 405-471.
23. Biochemical Oxygen Demand greater than 300 mg/1 and/or Total Suspended Solids greater than 350 mg/1 by weight, unless approved by the Public Works Director through an industrial wastewater discharge permit.
24. Materials which exert or cause:
  - a. Unusual concentration of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate); or,
  - b. Unusual BOD, chemical oxygen demand, or chlorination requirements in such quantities as to constitute a significant load on the sewage treatment plant.
25. Other Prohibited Pollutants:
  - a. Inflows of any storm water, runoff, ground water, street drainage, root drainage, yard drainage, water from fountains, ponds, pools, and lawn sprays are not permitted to be discharged with the POTW; or,
  - b. Any single-pass cooling or heating water, any blow-down or bleed water from HVAC, which causes problems with hydraulic loading are not permitted.

26. An increase in process water or any attempt to dilute a discharge, as a partial or complete substitute for adequate treatment, to achieve compliance with a discharge limit, unless expressly authorized by an applicable pretreatment standard or requirement.
27. Any item containing any combined quantity of substances having any characteristics described in this section.
28. Healthcare-related waste that shall not be discharged to the sewer system by any means:
  - a. Any potential liquid wastes generated in the rooms of patients who are isolated because of a suspected or diagnosed communicable disease; or,
  - b. Recognizable portions of the human anatomy; or,
  - c. Equipment, instruments, utensils and other materials of a disposable nature that may harbor or transmit pathogenic organisms, and that are used in the rooms of patients with a suspected or diagnosed communicable disease, which by its nature requires their isolation by public health agencies; or,
  - d. Wastes excluded by the other provisions of this code, state laws and or federal regulations.
29. Any person engaged in a manufacture or process, including deactivation of processes, in which cyanide or cyanogen compounds are used, shall have each and every room where said compounds are stored or used so constructed that none of said compounds can escape therefrom by means of any building sewer or drain or otherwise enter, either directly or indirectly, any sanitary sewer or storm sewer except as specifically permitted in this section. Any person wishing to discharge cyanide or cyanogen compound-bearing wastes to a sanitary sewer shall submit detailed plans of the waste collection system and, where necessary of a pretreatment system to the Director of Public Works for his approval. Subsequent to receiving the approval of the Director and to the issuance of a permit to the town for said applicant by the Arizona Department of Environmental Quality (A.D.E.Q.) certain dilute wastes may be discharged to the sanitary sewer providing the cyanide and cyanogen compound in the waste does not at any time exceed the concentrations set forth in this section. The maximum rate at which such wastes may be discharged to the sewer shall be fixed by a specific agreement between the town and such person. Discharge without such agreement is prohibited.
30. Recreational vehicle wastewater shall be tested and treated as necessary to meet the requirements in this section.
31. Future revisions in state or federal law regarding the operation and protection of POTWs that may also affect the provisions of 12-8-9 shall supersede any requirements of this section, and will become enforceable under the provisions of this section, and will become enforceable under the provisions of this chapter.
32. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.

## 12 – 8– 10     Local Limits

- A. All persons owning or operating facilities or engaged in activities that will or may reasonably be expected to result in pollutants entering the Town of Patagonia sanitary sewer system or affecting the sanitary sewer system or affecting the POTW, shall undertake all practicable best management practices identified by the Director of Public Works to minimize the discharge of pollutants. Such measures shall include the requirements imposed by this chapter, any applicable NPDES or AZPDES permits, and any written guidelines promulgated for general use by the Director of Public Works.
- B. The Director of Public Works shall have the authority to:
  - 1. Establish limitations for individual users or classes of users for various pollutants, materials, waters or wastes that can be accepted into the sanitary sewer system;
  - 2. Specify those pollutants, materials, waters, or wastes that are prohibited from entering the sanitary sewer;
  - 3. Identify those pollutants, materials, waters, or wastes that shall be controlled with best management practices; and
  - 4. Require individual users or classes of users to implement best management practices for any pollutant.
- C. All affected individual users or classes of users shall comply with the prohibitions and effluent limitations established pursuant to this section, and with any best management practices required by the Director of Public Works.
- D. All prohibitions and effluent limitations so established and all best management practices identified by the Director of Public Works will be placed on file with the Town Clerk and will become effective and enforceable on the **thirty-first (31st) day after the date of filing.**  
**(Ordinance Adoption)**

## 12 – 8 –11     Town's Right of Revision

The town reserves the right to establish new, additional or more stringent standards or requirements on discharges to the POTW.

## 12 – 8 –12     Pretreatment Facilities

- A. Pretreatment Facilities.
  - 1. Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 12-8-9 of this chapter within the time limitations specified by EPA, the state, or the Director of Public Works, whichever is more stringent.
  - 2. Where necessary, as determined by the Director of Public Works, the owner shall provide, at his or her expense, the pretreatment needed resulting from the following:
    - a. BOD of over 300 mg/1 and suspended solids over 350 mg/1 by weight;

- b. Objectionable constituents above the levels listed under the discharge limitations; and/or,
  - c. Excessive quantities and rates of discharges of such waters or wastes.
- 3. Whenever deemed necessary, the Director of Public Works may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this article.
- 4. The Director of Public Works may require any user discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

B. Pretreatment method and plans:

- 1. The method of pretreatment and plans, specifications, and any other pertinent information relating to proposed pretreatment facilities shall be prepared and sealed by a professional engineer familiar with such treatment, and registered in the state;
- 2. Two copies shall be submitted to the Town's Public Works Department, who shall review each submittal and shall be the sole approving authority;
- 3. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge in compliance with the provisions of this article; and,
- 4. Installation shall be at the user's expense unless the town has been contracted for treating the wastes.

C. Maintenance and inspection of pretreatment facilities:

- 1. Where pretreatment facilities are provided for any industrial waters or wastes, the owner shall maintain them continuously in satisfactory and effective operation, at the owner's expense; and,
- 2. Any such pretreatment facilities may also be subject to inspection by the town.

D. Grease traps and grease interceptors:

- 1. The Director of Public Works may require users to install grease, lint, sand/oil interceptors, oil/water separators, hair or grease trap(s) as needed for the proper handling of wastewater containing excessive amounts of fats, oils, grease, lint or sand; except that such interceptors or traps shall not be required for residential users. Requirements for the proper handling of fats, oils, grease, lint, sand and solids in wastewater are as follows:
  - a. Grease interceptors and grease traps shall be required, installed, and maintained as specified in this chapter and the Director of Public Work's



policies and procedures for the sizing and cleaning of interceptors and traps for the food service industry.

- b. Grease traps and grease interceptors shall be provided by all new and or existing laundries, restaurants, service stations, auto repair shops, car washes and other industrial user s when, in the opinion of the town, grease traps or interceptors are necessary.
  - c. Generally, no facility shall discharge into the POTW any wastewater containing any fat, mineral, organic oil, grease or any waste that may form persistent oil emulsions more than 100 milligrams per liter by weight, or any sand or flammable wastes.
  - d. Such grease traps and grease interceptors shall not be required for domestic users.
  - e. Facilities established prior to the execution of this chapter amendment will have one (1) year, from the execution date of this chapter, to conform with the requirements to have or install a grease trap or grease interceptor, as deemed necessary by the Director of Public Works. provided they comply with the discharge limitations established herein.
  - f. Facilities that cannot meet these standards, however, must install grease traps immediately, or arrange for offsite disposal of their grease.
  - g. All grease traps and grease interceptors shall be of a type and capacity approved by the town, and in compliance with the International Plumbing Code and shall be so located as to be readily and easily accessible for cleaning and inspection.
  - h. Where installed, all grease traps and grease interceptors shall be maintained by the industrial user, at his or her expense, in efficient operating condition at all times.
  - i. The owner shall keep written records and documentation of all cleaning, repair, calibration and maintenance required to demonstrate compliance. Such records shall be available for inspection by the Director of Public Works upon request.
2. The method for determining the size of traps or interceptors is the drainage fixture unit value. The minimum size for all interceptors is a capacity of fifteen hundred (1,500) gallons and the maximum size for all interceptors is a capacity of twenty-five hundred (2,500) gallons. Interceptors must be constructed with at least three (3) chambers. Sizing for all traps is a minimum of a fifty (50) gallon per minute one hundred (100) pound capacity with the flow control valve installed in a manner that provides access at all times. The appropriate size for interceptors and traps is determined as follows:
- a. *Interceptor Sizing.* The interceptor shall be sized using the drainage fixture-unit value as defined in the following table. Using the drain outlet or trap size, these sizes are converted to discharge rates on the basis that one fixture-unit equals 7.5 gpm.

Fixture Outlet or Trap Size (Inches)	Drainage Fixture-Unit Value	Gpm Equivalent
1 1/4	1	7.5
1 1/2	2	15.0
2	3	22.0
2 1/2	4	30.0
3	5	37.5
4	6	45.0
Floor Drains (All Sizes)	2	15.0
Dishwashers	Double Size	

b. *Calculating Interceptor Size.* The formula to calculate the size of the interceptor is:

- 1) Determine total fixture-unit value by multiplying fixture type count by drainage value;
- 2) Total all values;
- 3) Determine total flow by multiplying total value by flow rate of 3 gpm;
- 4) Multiply total flow by 12; and
- 5) Round up to the next nearest size interceptor.

c. *Requirements for Interceptors.* The interceptor shall be:

- 1) Constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature;
- 2) They shall be of substantial construction, watertight, and equipped with easily removable covers;
- 3) Constructed with the appropriate traffic rated cover. The cover(s) shall be gastight and watertight and must not be marked with any wording indicating it is owned by the Town of Patagonia;
- 4) A minimum of fifteen hundred (1500) gallon capacity, three (3) chamber concrete container (fiber glass and/or other type material must be approved by the Director of Public Works);
- 5) Constructed with inlet piping with a ninety-degree (90°) elbow and minimum of an eighteen (18) inch down spout;
- 6) Constructed with outlet piping with a tee connection and a threaded cover with a minimum of an eighteen (18) inch down spout; and
- 7) Installed with a two (2) way clean-out within five (5) feet before

and five (5) feet after the interception.

- d. *Grease Trap Installation and Sizing.* Grease traps are allowed only when there are four (4) or fewer than four (4) fixtures used for food preparation. Any facility installing a dishwasher shall install a grease interceptor. For the purpose of sizing a grease trap, a fixture means the entire unit, e.g., a three (3) compartment sink is considered one unit. Grease traps must be installed as follows;

1) A grease trap shall be installed whenever a three (3) compartment sink is required by Santa Cruz County;

2) The minimum size grease trap to be installed shall be rated no smaller than fifty (50) gallon-per-minute with a one hundred (100) pound grease capacity; and,

3) A flow restriction valve shall be installed upstream of the grease trap and vented properly. If placed below floor level the flow restriction valve must be installed in a manner which allows for inspection and maintenance.

- e. Except for domestic sources, users shall not install or replace equipment designed to convert garbage or solid waste into liquefied waste and introduce such waste into the POTW by means of a garbage grinder/disposal. Disposal of garbage and solid waste shall be disposed of as solid waste.

- f. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

E. Grit interceptors:

1. The Director of Public Works may require users to install grease, lint, sand/oil interceptors, oil/water separators, hair or grease trap(s) as needed for the proper handling of wastewater containing excessive amounts of fats, oils, grease, lint or sand; except that such interceptors or traps shall not be required for residential users. Requirements for the proper handling of fats, oils, grease, lint, sand and solids in wastewater are as follows:

a. Grit interceptors shall be provided by all new and or existing laundries, service stations, auto repair shops, car washes and other industrial users when, in the opinion of the town, grit interceptors are necessary.

b. All grit interceptors shall be of a type and capacity approved by the town, and in compliance with the International Plumbing Code and shall be so located as to be readily and easily accessible for cleaning and inspection;

c. Where installed, all grit interceptors shall be maintained by the industrial user, at his or her expense, in efficient operating condition at all times; and

d. The owner shall keep written records and documentation of all cleaning,

repair, calibration and maintenance required to demonstrate compliance. Such records shall be available for inspection by the Director of Public Works upon request.

F. Control manholes:

1. Where required by the town and to facilitate observation and sampling of wastes, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer;
2. When required, the manhole shall be accessible and safely located, and shall be constructed in accordance with plans approved by the town;
3. The manhole shall be installed by the owner at the owner's expense, and shall be maintained by the owner so as to be safe and accessible at all times.

12 – 8 –13 Disposal of Pretreatment Sludge

Any sludge or other material removed from the industrial waste by a pretreatment facility shall be disposed of in accordance with applicable federal, state and local laws.

12 – 8 –14 Significant Non-Compliance a Civil Violation

- A. It shall be a civil infraction punishable pursuant to the Code of the Town of Patagonia for any person, enterprise, or corporation to violate any of the requirement of this Chapter which shall be considered significant non-compliance.
- B. Significant non-compliance shall be considered any single, accidental discharge, upset, bypass or toxic overload caused by a user of the sewer system, or any single failure of any sewer system user to comply with the meaning or intent of this chapter, including failure to maintain any required pretreatment device, such as a grease trap or grease interceptor, upon first inspection by the town.
- C. If a user of the sewer system is identified as being in significant non-compliance, the town may decide, at the discretion of the Director of Public Works, to implement compliance remedies commensurate to the violation.
- D. Measures may include, but are not limited to:
  1. Notice of violation;
  2. Right of the town to suspend a business license;
  3. Suspension or revocation of discharge permit;
  4. Consent order;
  5. Cease and desist order;
  6. Emergency suspension;
  7. Right to bring civil suits, including but not limited to injunctive relief and/or damages; and

8. A fine up to \$500.
- E. If a user originally identified as a non-significant industrial user during the initial survey or inventory becomes non-compliant, the town may direct such user to comply with the permitting requirements of a significant industrial user, until such time that the Director of Public Works deems this action no longer necessary.

12 – 8 –15 Severe Non-Compliance a Criminal Violation

- A. Severe non-compliance shall be considered any willful violation of this code and any person who commits a violation of this chapter after having previously been found responsible by the Town Magistrate for committing two (2) or more civil violations of this chapter within a twenty-four (24) month period, whether by admission, by payment of the fine, by default, or by judgment after hearing shall be guilty of a class one misdemeanor. The Town Attorney is authorized to file a criminal misdemeanor complaint in the Magistrate Court against a habitual or severe non-compliance offender who violate this chapter. In applying the twenty-four (24) month provision, the dates of which the offender was found responsible shall be the determining factor, irrespective of the sequence of the commission of the offense.
- B. Those POTW users identified as habitual non-compliers or in severe non-compliance shall be subject to the following remedies:
1. Reimbursement to the town for repairs;
  2. Liens imposed on the property;
  3. Removal of sewer connection;
  4. Right to bring civil suits, including but not limited to, injunctive relief and/or damages;
  5. Cease and desist order (immediate closure of facility); and
  6. Criminal charges, including a fine of \$2,500 for each uncorrected occurrence or failed inspection 30 days after the initial inspection, each day constituting a separate violation.

12 – 8 –16 Interference with Enforcement Procedure

Any person who interferes, prevents, or attempts to interfere or prevent, an individual employed by the Town or other person contracted for by the Town, from investigating an alleged violation of this article or from correcting or abating a violation of this article shall be guilty of a class three misdemeanor and shall be subject to thirty (30) days in jail, 1-year probation and \$500.00 fine plus surcharge.

**ADDENDUM #1 to June 14, 2022 Council meeting packet:**

- Item #3: Staff report – Public Works
- Item #5: Council meeting minutes (April 27, May 5, May 10, May 17)
- Item #8E: Microbrewery regulations – Comments from Henry MacVittie, Contract Wastewater



Founded 1876  
Incorporated 1899

## 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

### MAY 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

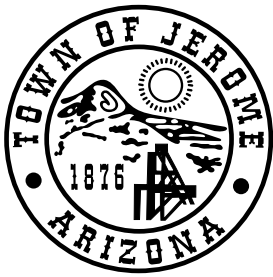
- Help with the new water line on 1<sup>st</sup> Ave.
- Work on the valve on the tanks, Sunshine hill
- Blue stake Holly, Hampshire, Douglas, and Dundee.
- Move the dumpsters and cardboard bins at Clinkscale.
- Fix a water leak on Jerome Ave.
- Install a gate on Allen Springs rd.
- Separate and haul off scrap metal, two loads.
- Concrete on 5<sup>th</sup> St. 2 yards of concrete ordered and used.
- Brakes on the F-150
- Haul loads of sand and ABC

#### Regulators

5/11/22 Gulch regulator. Rebuilt the 2 & 4inch. No parts needed.

May need new seat next time.

5/24/22 Dundee regulator. Rebuilt and replaced a copper line.



# TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331  
(928) 634-7943      [www.jerome.az.gov](http://www.jerome.az.gov)

## MINUTES

**SPECIAL MEETING OF THE JEROME TOWN COUNCIL**  
**COUNCIL CHAMBERS, JEROME TOWN HALL, 600 CLARK STREET, JEROME, AZ**  
**WEDNESDAY, APRIL 27, 2022 AT 5:30 P.M.**

<b>ITEM #1:</b> <b>5:45</b> <b>(0:01)</b>	<b>CALL TO ORDER/ROLL CALL</b> Mayor/Chairperson to call meeting to order. Mayor Jack Dillenberg called the meeting to order at 5:45 p.m. Town Clerk to call and record the roll. Town Manager/Clerk Candace Gallagher called the roll. Present were Mayor Jack Dillenberg, Vice Mayor Alex Barber, and Councilmembers Sage Harvey and Jane Moore. Staff present included Town Manager/Clerk Candace Gallagher, Zoning Administrator Will Blodgett, and Deputy Town Clerk Kristen Muenz.
<b>ITEM #2:</b> <b>5:46</b> <b>(0:50)</b>	<b>HOTEL JEROME DESIGN</b> Council will discuss with Steve Knowlton preferred design elements for the Hotel Jerome. Steve Knowlton was present to discuss with Council their plans for the Hotel Jerome, as he had offered to do some preliminary design work free of charge. Council Mr. Knowlton asked the Council to specify the number of apartments they would like to have on each of the upper floors. He also asked how many full and half bathrooms each apartment should have and whether they preferred full kitchens or efficiency kitchens. He explained that each floor would lose some space after creating hallways and walls and suggested that Council consider a variety of sizes of apartment to cover all bases. Council discussed the options and requested a plan that involved one-, two-, and three-bedroom apartments as well as some studio apartments. They expressed a preference for a full bathroom in each apartment with the possibility of an additional half-bath in some larger apartments. Mr. Knowlton then asked if they had a preference between a full kitchen or efficiency kitchen, keeping in mind that the appliances would be small in an efficiency. He also asked if they would like dishwashers to be included. Vice Mayor Barber commented that having a smaller stove makes it difficult to use normal-sized bakeware. There was some discussion on the inclusion of dishwashers. 5:57 (12:15) Mr. Knowlton then questioned whether there would be a washer and dryer in each apartment, on each floor, or shared amongst the entire building. It was discussed and suggested that, if possible, larger apartments should have their own washer and dryer and smaller apartments would have a shared laundry area. Mr. Knowlton asked if Council would prefer the building to be handicapped-accessible. (15:14) Ms. Harvey responded, "yes." Mr. Knowlton then described some of the additional considerations involved to follow ADA guidelines, including doorway and hallway widths. He recommended that a lower floor would be best for accessibility. Zoning Administrator Will Blodgett offered to investigate accessibility requirements for a building of that size. (19:00) Mr. Knowlton said that he had enough information to start the designs for the top floor. He asked Council what they would like to see on the next floors down. Ms. Harvey commented that she would like a combination of one- and two-bedroom apartments. The Council discussed the options of mixing the number of bedrooms per apartment on each floor. Mr. Knowlton advised that more one-bedroom apartments would allow for more units. Councilmember Moore noted the need to consider the number of available parking spaces. (26:50) Mr. Blodgett commented that he was working on an inventory of parking. Mr. Knowlton suggested it would be preferable to choose one-bedroom apartments rather than studio apartments due to the parking requirements.



	<p>Vice Mayor Barber thanked Mr. Knowlton for his excellent help.</p> <p>(31:17) Mr. Knowlton said he will need a go-to person while he is away, in addition to Mr. Blodgett, if he needs a measurement, window location, or other technical questions.</p> <p>Ms. Harvey volunteered to help, and it was suggested that Mr. Knowlton could also ask the Town Crew for help with technical questions.</p> <p>Ms. Moore asked if they should consider using space on the lower level and Mr. Knowlton recommended that they concentrate on top floors first.</p> <p>Mr. Knowlton asked that if any scale drawings or floorplans for the building are found, they be sent to him.</p> <p>(37:44) Ms. Moore asked if an elevator company should come out and check the structure.</p> <p>Mr. Knowlton said that yes, at some point they should see if a modern elevator would fit. He also said that because of the way it was built, the structure will be fine even if they remove all the walls except around the elevator shaft.</p> <p>In response to Mr. Knowlton’s comments about needing to remove all the walls, there was some discussion about the previous work to encapsulate lead paint.</p> <p>Ms. Gallagher suggested that A.D.E.Q. be contacted regarding the removal of walls in light of the recent lead paint encapsulation.</p> <p>(43:30) Vice Mayor Barber then suggested they ask U.S.D.A. for funding to replace the rest of the old windows.</p> <p>Ms. Gallagher said that she had checked, and U.S.D.A. has used all it’s funding for the year, but perhaps they could try next year.</p> <p>Mr. Knowlton made some suggestions for getting work done on the old windows. He then thanked everyone for attending the meeting and answering his questions. He commented that it will be advantageous to have a concept to present to an architect because they won’t have to start from the beginning, but they will be able to change it.</p>																																			
ITEM #3:	<div>ADJOURNMENT</div> <div><u>Motion to adjourn at 6:43 p.m.</u></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></td><td>X</td><td>X</td><td></td><td></td><td></td></tr><tr><td>MOORE</td><td>X</td><td></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																														
BARBER			X																																	
DILLENBERG			X																																	
HARVEY		X	X																																	
MOORE	X		X																																	

APPROVE:

ATTEST:

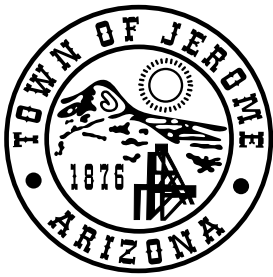
---

 Dr. Jack Dillenberg, Mayor

---

 Candace B. Gallagher, CMC, Town Manager/Clerk

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



# TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331  
(928) 634-7943      [www.jerome.az.gov](http://www.jerome.az.gov)

## DRAFT MINUTES

**SPECIAL MEETING OF THE JEROME TOWN COUNCIL**  
**COUNCIL CHAMBERS, JEROME TOWN HALL, 600 CLARK STREET, JEROME, AZ**  
**THURSDAY, MAY 5, 2022 AT 5:30 P.M.**

<b>ITEM #1:</b> <b>5:30 (0:01)</b>	<b>CALL TO ORDER/ROLL CALL</b> Mayor/Chairperson to call meeting to order. <i>Mayor Jack Dillenberg called the meeting to order at 5:30 p.m.</i>  Town Clerk to call and record the roll. <i>Present were Mayor Jack Dillenberg, Vice Mayor Alex Barber, Councilmember Sage Harvey, and Councilmember Jane Moore.</i> <i>Staff present were Town Manager/Clerk Candace Gallagher, Finance Manager Melanie Atkin, Deputy Town Clerk Kristen Muenz, and Librarian Kathleen Jarvis.</i>
<b>ITEM #2:</b> <b>5:30 (0:23)</b>	<b>TOWN MANAGER/CLERK POSITION</b> Council will conduct a second interview with Brett Klein and may approve an employment agreement with him for the position of Town Manager/Clerk. A portion of this discussion may take place in Executive Session, pursuant to A.R.S. § 38-431.03 (A)(1). <i>Mayor Jack Dillenberg asked Ms. Gallagher to begin the meeting. Ms. Gallagher said that Brett Klein, Council's candidate of choice for the position of Town Manager/Clerk, was in attendance and they may discuss the job offer. An employment agreement that had been negotiated with Mr. Klein had been provided to the Council for their approval. He would begin work as of June 30.</i> <i>Vice Mayor Alex Barber asked Mr. Klein how he feels about the opportunity to be Town Manager.</i> <i>Mr. Klein responded that he feels good about it. He also said he is looking at places to live and had the opportunity that day to meet some of our department heads. His family is also excited about the prospect.</i> <i>Mayor Dillenberg asked if any members of the audience or employees have questions.</i> <i>(5:35) Vice Mayor Barber asked the Librarian, Kathleen Jarvis, if she had an opportunity to meet with Mr. Klein and how she felt about it.</i> <i>Ms. Jarvis replied that she had met him and felt very good about it.</i> <i>Jera Peterson, member of the Planning &amp; Zoning Commission, asked Mr. Klein if he could speak of his experience working with S.H.P.O. and historic parts of town.</i> <i>(6:43) Mr. Klein described his time working with the historic preservation commission in Illinois. He said that it is important to retain historic charm while growing in a smart way.</i> <i>Chuck Romberger of the P&amp;Z Commission observed that Mr. Klein seemed like the most qualified candidate.</i> <i>(9:10) Mimi Romberger of the Design Review Board said that she had read Mr. Klein's resume, and he sounded great.</i> <i>Ms. Gallagher said that she had spent that day with Mr. Klein and feels that he will be a great asset to the town. She then described her plan to help Mr. Klein become acclimated, working with him to provide support. She confirmed that her last day will still be July 28, 2022.</i> <i>Vice Mayor Barber asked a question about the benefits offered in the employment package.</i> <i>Ms. Gallagher explained that the benefits offered in the package were meant to increase the value for Mr. Klein.</i> <i>Vice Mayor Barber said that it is good for Jerome to be competitive. She spoke on the past difficulties of finding and keeping employees in a small town and thanked Mr. Klein for coming on board.</i>

	<b><u>Motion to approve contract and hire Mr. Klein as Town Manager/Clerk</u></b>						
	COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
	BARBER		X	X			
	DILLENBERG			X			
	HARVEY	X		X			
	MOORE			X			
<b>ITEM #3:</b>	<b>ADJOURNMENT</b>						
	<b><u>Motion to adjourn at 5:46 p.m.</u></b>						
	COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
	BARBER		X	X			
	DILLENBERG			X			
	HARVEY	X		X			
	MOORE			X			

APPROVE:

ATTEST:

\_\_\_\_\_  
Dr. Jack Dillenberg, Mayor

\_\_\_\_\_  
Candace B. Gallagher, CMC, Town Manager/Clerk

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



# TOWN OF JEROME

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

## MINUTES

### REGULAR MEETING OF THE JEROME TOWN COUNCIL COUNCIL CHAMBERS, JEROME TOWN HALL 600 CLARK STREET, JEROME, ARIZONA

**TUESDAY, MAY 10, 2022, AT 7:00 P.M.**

<b>ITEM #1:</b> <b>7:00 (0:13)</b>	<b>CALL TO ORDER/ROLL CALL</b> Mayor/Chairperson to call meeting to order. Vice Mayor Alex Barber called the meeting to order at 7:00 p.m. Town Clerk to call and record the roll. Town Manager/Clerk Candace Gallagher called the roll. Present were Vice Mayor Alex Barber, and Councilmembers Sage Harvey and Jane Moore. Mayor Jack Dillenberg was present via Zoom and for that reason, had asked Vice Mayor Barber to chair this meeting. Staff present included Town Manager/Clerk Candace Gallagher, Finance Manager Melanie Atkin, and Deputy Town Clerk Kristen Muenz. Zoning Administrator Will Blodgett and Town Attorney William Sims joined via Zoom. It was agreed that the order of agenda items would be changed to accommodate those present. Item #9C was addressed first, followed by Item #7A, Item #2, Item #6, then Items #8A, 8B, 8C, 8D, 9A and 9B, followed by Items #3, 4, 5, 10 and 11. The items are presented here in the order originally agendized.																																			
<b>ITEM #2:</b> <b>7:23 (23:04)</b>	<b>FINANCIAL REPORTS</b> Financial reports for April 2022 <b><u>Motion to accept the April 2022 Financial Reports</u></b> <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			
COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN																														
BARBER		X	X																																	
DILLENBERG			X																																	
HARVEY	X		X																																	
MOORE			X																																	
<b>ITEM #3:</b> <b>8:32 (1:32:39)</b>	<b>STAFF AND COUNCIL REPORTS</b> 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. (1:33:08) Ms. Gallagher reviewed her report . She mentioned that she worked with the next Town Manager, Brett Klein, to finalize his employment agreement and posted that Jerome was entering Stage 1 water restrictions. She congratulated Lyle Keith for completing 5 years of service, Librarian Kathleen Jarvis for 13 years of service, and Chief Blair for 15 years of service. Councilmember Jane Moore noted that there hasn’t been water overflow for at least a week, so water consumption is matching flows from the springs and the water tanks for fire suppression won’t be filling up. John Bartell asked for information on Brett Klein. Councilmember Harvey said that his resume, cover letter, and recorded interview are available online. Ms. Moore commented that Mr. Klein has an amazing background. Ms. Barber said that certain areas of the Verde Valley have been closed and Prescott National Forest has gone into fire restrictions. She wanted to remind people to be good stewards of the earth. Mayor Jack Dillenberg reported that he had a chance to visit with Senator Kyrsten Sinema. <b><u>Motion to accept the April 2022 Staff and Council Reports</u></b> <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																														
BARBER			X																																	
DILLENBERG			X																																	
HARVEY	X		X																																	
MOORE		X	X																																	
<b>ITEM #4:</b> <b>8:45 (1:45:00)</b>	<b>ZONING ADMINISTRATOR’S REPORT/PLANNING &amp; ZONING AND DESIGN REVIEW BOARD MINUTES</b> Minutes are provided for the information of Council and do not require action. Zoning Administrator Will Blodgett read from his report, which included a description of an on-street parking inventory he has started. Ms. Harvey and Ms. Barber thanked Mr. Blodgett for starting work on the parking inventory. Ms. Moore asked if it would include an inventory of spaces required for existing uses. Mr. Blodgett responded he would gather real numbers first, then start looking at how many are dedicated per business versus how many exist. Ms. Moore said that there may be some people willing to volunteer to help Mr. Blodgett.																																			

<div>ITEM #5: 8:50 (1:50:37)</div>	<div>APPROVAL OF MINUTES</div> <div>April 6, 2022 special meeting; April 12, 2022 special meeting (open and closed sessions); April 12, 2022 regular meeting; April 18, 2022 special meeting (open and closed sessions)</div> <div>At Councilmember Harvey’s request, two minor typographical errors were corrected in the minutes of April 12.</div> <div><u>Motion to approve the minutes of the April 6, 2022, April 12, 2022, and April 18, 2022 special Council meeting open and closed sessions</u></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>X</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> <div><u>Motion to approve the minutes of the April 12, 2022 regular Council meeting open session with minor corrections</u></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>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				DILLENBERG		X	X				HARVEY	X		X				MOORE			X				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																																																																				
DILLENBERG		X	X																																																																				
HARVEY	X		X																																																																				
MOORE			X																																																																				
COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN																																																																	
BARBER		X	X																																																																				
DILLENBERG			X																																																																				
HARVEY	X		X																																																																				
MOORE			X																																																																				
<div>ITEM #6: 7:23 (23:46)</div>	<div>PETITIONS FROM THE PUBLIC</div> <div>Elias Jackson addressed Council to say that Jerome would benefit from road maintenance. He said that improving the roads would improve public safety and he would be excited for an opportunity to be part of the project.</div> <div>Vice Mayor Barber asked Mr. Jackson if he was offering to volunteer, or wanted to join the Public Works crew. Mr. Jackson replied that some finances would be necessary for the work.</div> <div>Ms. Barber said that budget meetings are public, and he could join them to talk about potholes.</div> <div>Councilmember Harvey clarified that the town planned to repair the infrastructure beneath some of the roads and that work had to be completed before they could repair the surface.</div> <div>John Bartell commented that Zoom meetings provided opportunity for participation from the public in council meetings.</div>																																																																						
<div>ITEM #7: 7:10 (10:27)</div>	<div>PRESENTATIONS</div> <div>ITEM #7A: APS: WILDFIRE SAFETY AND FIRE MITIGATION</div> <div>Representatives of APS will make a presentation regarding wildfire safety and fire mitigation.</div> <div>Darla Deville of APS gave her presentation. She explained that APS has protocols to provide safety during fire season. She mentioned their app, available for download, for announcements of fire or a need to de-energize lines to create fire breaks. She said that APS will remove vegetation to create defensible space around lines and will not use herbicides. Ms. Deville also described their project to encourage high country pollinators and said that they would provide a tree voucher to the town and seed packets for the public’s use.</div> <div>Mayor Dillenberg thanked Ms. Deville.</div> <div>(19:53) Vice Mayor Barber said that Jerome has been a Firewise Community for six years and noted that residents can apply to get assistance from the Fire Department to create defensible space around homes.</div> <div>Ms. Deville said it is highly commendable that Jerome has taken steps to become Firewise.</div>																																																																						
<div>ITEM #8: 7:29 (29:24)</div>	<div>UNFINISHED BUSINESS</div> <div>ITEM #8A: CONDITIONAL USE PERMIT – 511 MAIN STREET</div> <div>Council will review and may approve a Conditional Use Permit for the use of three residential apartments at 511 Main Street in the C-1 Zone. This CUP was recommended for approval by Council by the Planning &amp; Zoning Commission on March 16, 2022.</div> <div>Vice Mayor Barber said that she would like to table this item until the Building Inspector and Zoning Administrator can do a walkthrough of the property.</div> <div>Ms. Moore asked what the plan was for the building.</div> <div>One of the owners, Mr. Bush, replied that they will have rental units on each of the top three floors and the jewelry store would remain on the ground floor. He mentioned that he had provided photos of the building’s interior.</div> <div>Ms. Barber said, from the photos, the space appeared to be renovated and there was contradictory information on the amount and usage of space.</div> <div>Mr. Bush said they would encourage a walkthrough. He explained that the units all had working toilets and baths or a shower, and they had replaced broken fixtures. He said the bathroom on the fourth floor had been used as storage.</div> <div>(33:52) Ms. Barber asked for clarification on whether they added a kitchen to the fourth floor. Mr. and Ms. Bush replied that the sink was already there, but they replaced it. Mr. Bush said they had not added any appliances, the kitchen had a mini fridge and hot plate.</div> <div>Ms. Barber said they could address the item further at a special meeting.</div> <div>Ms. Moore said the meeting would be contingent upon the walkthrough taking place beforehand.</div> <div>Zoning Administrator Will Blodgett said that he would arrange a walkthrough with Barry Wolstencroft and the applicants.</div> <div>Ms. Barber said that if council has all the information at hand, they can make better decisions.</div>																																																																						

**Motion to table the conditional use permit to the May 31, 2022 special Council meeting**

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

7:39 (39:25)

**ITEM #8B: PURCHASE OF REAL PROPERTY FOR STAFF HOUSING**

Council will review options for the purchase of housing for future staff. A portion of this discussion may take place in executive session pursuant to A.R.S. (A)(3), (A)(4) and (A)(7).

Ms. Moore said there is no affordable housing for the department heads that are required to live in Jerome. Council is moving forward with the Hotel Jerome, but it will be a while before it is livable, so they need to do something soon if they expect staff to move into town.

Council discussed an offer from Jay Kinsella to sell his home at 40 Rich Street to the Town for \$825,000. Ms. Harvey explained that the house offered for sale by Mr. Kinsella was much more expensive than the house Council had looked at previously, and therefore would not be affordable for the department heads. She also felt the public would disagree with spending so much on one house.

Mayor Dillenberg commented that it was a lot of money. He said the concept of purchasing a home was right, but they had to find the right place.

Ms. Barber thanked Mr. Jay Kinsella for the offer, but said the price was too high at this time.

7:43 (43:00)

**ITEM #8C: TEMPORARY CONSTRUCTION EASEMENT FOR DRAINAGE IMPROVEMENTS**

Council will review and may authorize acceptance from Verde Exploration Limited and Jerome Verde Development Company of a temporary construction easement needed for upcoming work by the town as part of the upcoming drainage improvements project funded by HURF Exchange funds.

Ms. Gallagher explained the importance of an easement, which would allow for work to be done on Douglas Road to improve drainage.

**Motion to approve acceptance of a temporary construction easement**

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

7:44 (44:35)

**ITEM #8D: RESOLUTION NO. 640 – APPROVING BRIDGE LOAN FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS**

Council may approve acceptance of a bridge loan through the Arizona Community Foundation to fund work associated with planned improvements to our wastewater treatment plant. The loan will be repaid by future wastewater system funding from the USDA for the project.

Tim Stratton introduced himself as Bond Counsel and said that he had been asked to draft a resolution to authorize the town to enter into a bridge loan. The purpose of the loan is to provide seed monies to start the process of the wastewater treatment plant upgrade project, with repayment of the loan coming from future grant money.

Dr. Dillenberg said it is a great first step to achieve a solution.

Mr. Stratton said that the Arizona Community Foundation works with USDA and Rural Development to facilitate projects. The Foundation's board meeting will be on May 20, and they are prepared to approve the loan if Council chooses to move forward.

**Motion to adopt Resolution No. 640**

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

ITEM #9:

**NEW BUSINESS**

7:47 (47:28)

**ITEM #9A: CONDITIONAL USE PERMIT – 123 HILL STREET**

Council will review and may approve a Conditional Use Permit for the use of three residential apartments at 123 Hill Street in the C-1 Zone. This CUP was recommended for approval by Council by the Planning & Zoning Commission on April 19, 2022.

Ms. Barber said that previously, the plan was to build apartments at this location, with 14 tandem parking spots already okayed, and asked if there was a new direction now that the building had been sold.

Ms. Harvey stated that, for the apartments and retail space, they would need up to 22 parking spaces for the entire building. Bob Woods, representing the project, said there are four commercial spaces, and the useable area would not be the entire area. He explained that the largest space would be 1,200 square feet or less and the other spaces would be much smaller. Zoning Administrator Will Blodgett explained that the required parking will be based on the total useable floor space and certain areas, such as hallways, don't factor in.

Ms. Moore said that they are asking for a CUP for three apartments, which would require five spaces. As they have been approved for fourteen spaces total, the total retail space could only require nine spaces or less.

(54:05) Ms. Harvey said they need to know their exact square footage to determine how many parking spaces are needed.

	<p>Mr. Woods explained the project is building out in phases, and if they do not satisfy requirements, the town does not have to give them a certification of occupancy.</p> <p>Ms. Moore asked if they are putting retail space ahead of residents.</p> <p>Mr. Woods replied that the building’s owner does not want to build a parking structure, and if they must reduce the commercial space based on parking, they will. In response to Ms. Moore, he said they have to start at the bottom and work up.</p> <p>Ms. Moore asked if the CUP could be contingent on their needing no more than 14 spaces.</p> <p>Ms. Barber asked if there was a plan for a fire escape. Mr. Woods answered that he did have plans to give to the Building Inspector and would also have sprinklers installed.</p> <p><b><u>Motion to approve the conditional use permit with the conditions that the use will require no more than 14 parking spaces and that plans be finalized with the Building Inspector, Fire Chief and Zoning Administrator.</u></b></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></td><td></td><td>X</td><td></td><td></td><td></td></tr><tr><td>MOORE</td><td>X</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				MOORE	X		X			
COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN																														
BARBER		X	X																																	
DILLENBERG			X																																	
HARVEY			X																																	
MOORE	X		X																																	
8:00 (1:00:23)	<p><b>ITEM #9B: TOUR BUSINESS LICENSE – COPPER CITY ADVENTURE COMPANY</b></p> <p>Council may approve an application for a tour business license for Copper City Adventure Company.</p> <p>Council and staff questioned the applicant, Michael Rhoda, about his business. It was determined that Copper City Adventure Company is not conducting tours in Jerome, so no tour business license would be necessary. In addition, because the business is based in Clarkdale, a Jerome business license would not be required. Council thanked Mr. Rhoda for attending and no action was taken.</p>																																			
7:01 (0:42)	<p><b>ITEM #9C: LEASES UP FOR RENEWAL</b></p> <p>Council will review the terms of the following leases which have expired and for which existing tenants have requested renewal, and may approve renewed leases for same:</p> <ul style="list-style-type: none"><li>Jerome Civic Center – Studio: Christy Fisher</li><li>Jerome Civic Center – Studio: Ginger MacKenzie</li><li>Hotel Jerome – First floor storage unit: Chad Hembrough</li></ul> <p>Ms. Harvey said that the range of rent based on square footage, compared to state and national averages, is quite low and discussion ensued about raising the rates somewhat.</p> <p>Dr. Dillenberg asked if anyone has discussed potentially raising rates with the renters.</p> <p>Ms. Barber mentioned that renter Chad Hembrough was present and invited him to speak.</p> <p>Mr. Hembrough said that he enjoyed renting from the town and requested that the rates stay the same.</p> <p>Ms. Barber said that she would like for the other renters to be involved in the discussion and the possibility of tabling this item was mentioned</p> <p>Mr. Hembrough said that he was the only renter at the Hotel Jerome with a lease renewal as the others are on a month-to-month basis. He requested a renewal for another 3-year term. He said that he felt a 10% increase was fair and would like to conclude this at this meeting.</p> <p>Ms. Moore said that they could raise the lease rates by 10% and then discuss it again at budget time.</p> <p><b><u>Motion to approve renewal of the leases listed above with a ten percent increase in rates</u></b></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></td><td>X</td><td></td><td></td><td></td></tr><tr><td>DILLENBERG</td><td></td><td>X</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				DILLENBERG		X	X				HARVEY	X		X				MOORE			X			
COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN																														
BARBER			X																																	
DILLENBERG		X	X																																	
HARVEY	X		X																																	
MOORE			X																																	
8:24 (1:24:45)	<p><b>ITEM #9D: DRAINAGE IMPROVEMENTS</b></p> <p>Council may approve a request by the Town Engineer and Mulcaire and Sons Contracting for permission to begin construction at 6 a.m. during the first three weeks of the Town’s drainage improvements project.</p> <p>Ms. Gallagher explained the request from the contracting company, which involved starting their work earlier in the day during the first three weeks of the project.</p> <p>Ms. Barber said that the town needs these drainage improvements.</p> <p>Dr. Dillenberg asked that the local residents be made aware of the project due to the noise.</p> <p><b><u>Motion to approve request for permission to begin construction at 6 a.m. for first three weeks of the Town’s drainage improvements project</u></b></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>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></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		X				DILLENBERG			X				HARVEY			X				MOORE		X	X			
COUNCILMEMBER	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN																														
BARBER	X		X																																	
DILLENBERG			X																																	
HARVEY			X																																	
MOORE		X	X																																	



8:26 (8:26:46)

ITEM #9E: JUNETEENTH

Council will consider whether to add Juneteenth (now both a national and state holiday) as a Town holiday.

Ms. Barber said that she felt Juneteenth is something that should be recognized as it is about something that was a crime against people. Ms. Harvey said she didn't think we need another holiday.

Ms. Gallagher said the day is an important day worth recognizing, and Jerome was the first in the state to recognize Martin Luther King Jr. Day. Dr. Dillenberg asked Ms. Gallagher who would be impacted, and she responded only town employees.

Ms. Moore said she is not opposed to making it a paid holiday.

Ms. Barber said she thinks it is wonderful the town is going to recognize the day and the people who were oppressed.

Motion to add Juneteenth as a Town paid holiday

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

ITEM #10:  
8:52 (1:52:30)

TO AND FROM THE COUNCIL

Council may direct staff regarding items to be placed on a future agenda.

Ms. Harvey said that she would like a discussion on increasing business license fees and a microbrewery ordinance on the next agenda. Ms. Harvey would also like to have information about annexation brought to council and a discussion on wrap advertisements on business vehicles put on a future agenda.

For clarification, Ms. Barber asked what we would annex.

Ms. Harvey replied annexation of property around Jerome, to allow expansion and growth.

Ms. Moore said that she would like to address housing for staff with residency requirements. She said they should investigate whether it would be less expensive to build or buy a house as prices are not going down. Also, when the inventory of the cemetery property is complete, she wished to discuss the options to sell or trade.

Ms. Barber said that Council should talk with Verde Ex about some property options they mentioned.

ITEM #11:

ADJOURNMENT

Motion to adjourn at 8:59 p.m.

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

APPROVE:

ATTEST:

---

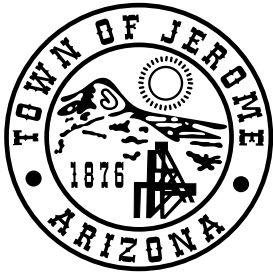
 Dr. Jack Dillenberg, Mayor

---

 Candace B. Gallagher, CMC, Town Manager/Clerk

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





# TOWN OF JEROME

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

## MINUTES

**SPECIAL MEETING OF THE JEROME TOWN COUNCIL**  
**COUNCIL CHAMBERS, JEROME TOWN HALL, 600 CLARK STREET, JEROME, AZ**  
**TUESDAY, MAY 17, 2022 AT 11:00 A.M.**

ITEM #1:	<p><b>CALL TO ORDER/ROLL CALL</b></p> <p>Mayor/Chairperson to call meeting to order.</p> <p><i>Mayor Jack Dillenberg called the meeting to order at 11:05 a.m.</i></p> <p>Town Clerk to call and record the roll.</p> <p><i>Town Manager/Clerk Candace Gallagher called the roll. Present were Mayor Jack Dillenberg, Vice Mayor Alex Barber, and Councilmembers Sage Harvey and Jane Moore.</i></p> <p><i>Staff present included Deputy Clerk Kristen Muenz and Public Works Director Marty Boland.</i></p>	
ITEM #2:	<p><b>2022-23 BUDGET</b></p> <p>Council will begin their discussions regarding the 2022-23 budget. Discussion will center on priorities for the coming year and may include all parts of the budget.</p> <p><i>Ms. Gallagher presented the first draft of the Town's 2022-23 budget as a beginning point for Council's work. She explained that the first draft includes general day-to-day operations but (with a few exceptions) does not yet include special projects or requests, which Council will discuss at this meeting. The draft budget was presented with a surplus of almost \$263,000, and she noted that we have just over \$1 million in accumulated fund balance available for. "All in all," she said, "you have over \$1.2 million to work with as you determine what projects you would like to include in the coming year's budget," and added that this is due to a combination of factors: a fund balance that has been growing steadily over the past few years, healthy revenues from both sales tax and parking kiosks, and conservative spending.</i></p> <p><i>She explained that in this <u>first draft</u> of the budget:</i></p> <ul style="list-style-type: none"><li><i>• The budget utilizes \$78,000 of our accumulated utility fund balance and \$20,000 of accumulated fund balance in our HURF fund.</i></li><li><i>• The General Fund is subsidizing the Sanitation budget in the amount of \$25,000 and the HURF fund in the amount of \$40,000.</i></li><li><i>• No increases in sales tax or parking fees are anticipated in this draft.</i></li><li><i>• The parking fund is transferring funds to support infrastructure and public safety as follows:</i><ul style="list-style-type: none"><li><i>○ General Fund (public safety): \$37,500</i></li><li><i>○ Water budget: \$55,000</i></li><li><i>○ Sewer budget: \$55,000</i></li><li><i>○ HURF budget: \$45,000</i></li></ul></li><li><i>• The Sanitation budget includes a \$10,000 transfer to the Capital Fund toward the eventual purchase of a garbage truck. After this transfer, we will have accumulated \$70,000, enough for a substantial downpayment.</i></li><li><i>• The budget includes a COLA increase for employees of 5.9%, consistent with the SSA COLA for 2022 and subject to adjustment by Council.</i></li></ul> <p><i>Generally speaking, she said, routine expenditures and revenues have been budgeted based on prior history and upcoming needs. We attempt to be conservative in budgeting our revenues, so as not to spend money that we don't have. With respect to expenditures, she noted that we try to be realistic yet conservative in budgeting for "controllable"</i></p>	<p><i>Sponsored by Mayor Jack Dillenberg</i></p> <p><i>Discussion; Possible Action</i></p>

expenses while budgeting sufficiently to accommodate unanticipated situations and emergencies in areas that are difficult to predict, such as repairs and maintenance.

Ms. Gallagher provided additional details about what was included in this first budget draft, as shown below in excerpts from her memo:

**GENERAL FUND REVENUES:**

- We have anticipated sales tax revenues consistent with receipts during the past year.
- Certain revenue estimates are provided by the League (State sales tax, State Urban Revenue sharing, vehicle license tax and HURF revenues).
- As in the past, administration charges to the utility and streets funds are calculated to reallocate a portion of administrative salaries and overhead expenses to the water, sewer, sanitation and streets (HURF) budgets. This year, we have included the parking fund in those calculations also.
- Police and Fire revenue estimates were provided by the Chiefs.

**GENERAL GOVERNMENT EXPENSES:**

- We spent a LOT during FY22 on employment related advertising, as there was a lot of turnover. I have increased that line item somewhat but do hope that we won't have the need to spend that much during the coming year.
- The budget includes funding for attendance at the League Convention as well as other training that may be offered.
- I have included the same amounts as last year for "Community Health" (\$500) and "Allowance for Preservation of Historic Buildings" (\$50,000). Council may want to alter those figures.
- I've also included again this year \$6,000 to purchase an A/V system for live streaming Council and board meetings.

**MAGISTRATE COURT EXPENSES:**

- The Court Security expenses are offset by dedicated Court Security revenue.

**POLICE DEPARTMENT EXPENSES:**

- Please see several notes associated with the line items. I have also attached Chief Muma's notes on the police and parking budgets.
- The police budget includes a capital expenditure of \$37,500 for a patrol car to replace a 2008 vehicle. The transfer of \$37,500 from the parking fund would cover that cost.
- The police budget includes \$25,000 for replacement of the police computer network server and desktops.

**FIRE DEPARTMENT EXPENSES:**

- "Wildlands wages" are budgeted but reimbursed (with revenue showing under "Fire Department Revenue."
- Chief Blair has requested an increase in the hourly per call rate from \$13.50 to \$15. That is reflected in this budget.
- The Chief has also requested an increase in the town's annual contribution to the FD pension fund, from \$12,000 to \$15,000. That increase is included here as well.

**LIBRARY EXPENSES:**

- Library wages have increased to provide additional staffing hours (four per week) for the STEM program.

**PARKS EXPENSES:**

- Community Garden expenses are not reflected in this budget but rather under "Operating Grants," as we are utilizing prior funding provided by the Yavapai-Apache Nation.

**PROPERTIES EXPENSES:**

- The Properties budget includes, under Repairs and Maintenance, the following:
  - Routine building maintenance - \$20,000
  - Replacement of windows at Hotel Jerome - \$30,000
  - Routine infrastructure maintenance - \$5,000
  - Repairs to overflow ditch - \$10,000
  - School Street access – wall and steps repair - \$50,000 (to supplement grant funds of \$61,000). (This project has been in our budgets for the past two years but requires involvement by our engineer, and other projects have taken precedence.)

**WATER DEPARTMENT EXPENSES:**

- Infrastructure Repairs & Maintenance have been budgeted as follows:
  - Routine maintenance (as needed): \$20,000
  - Regulator boxes: \$5,000
  - Springs maintenance: \$9,500 (recommendations by Henry MacVittie)
  - Springs security (cameras): \$6,000

	<ul style="list-style-type: none"> <li>○ Walnut Spring tank inspection and cleaning: \$4,000 (recommended by Henry MacVittie)</li> <li>○ Live taps for Clark Street regulator: \$25,500</li> </ul> <p><b><u>SEWER DEPARTMENT EXPENSES:</u></b></p> <ul style="list-style-type: none"> <li>• Engineering/design for wastewater treatment plant improvements are included in the Capital Fund, offset by a \$900,000 bridge loan from the Arizona Community Foundation.</li> <li>• \$15,000 has been budgeted for routine infrastructure maintenance.</li> <li>• \$33,000 has been budgeted for sewer line replacement at Hull and Jerome.</li> <li>• We have slightly increased the budget for testing, as ADEQ is requiring more testing than in the past.</li> <li>• \$15,000 has been included for sewer line mapping, recommended by Marty Boland.</li> </ul> <p><b><u>SANITATION DEPARTMENT EXPENSES:</u></b></p> <ul style="list-style-type: none"> <li>• We have included \$6,000 for the purchase of some new dumpsters.</li> </ul> <p><b><u>HURF (STREETS) REVENUES AND EXPENSES:</u></b></p> <ul style="list-style-type: none"> <li>• \$20,000 (total) has been budgeted for routine infrastructure maintenance and street patching.</li> <li>• Awaiting confirmation from Chief Muma – I have carried over \$25,000 to cover remaining costs of public restrooms, which Chief previously anticipated would be complete before September. This amount may change. <ul style="list-style-type: none"> <li>○ We also have the 2022 Prop 202 funding (about \$15,000) that can go toward this project.</li> </ul> </li> </ul> <p><b><u>PARKING REVENUES AND EXPENSES:</u></b></p> <ul style="list-style-type: none"> <li>• We have anticipated revenues consistent with what we have seen during the past year.</li> <li>• The budget includes an increase in hourly wage for one of our parking attendants to serve in a supervisory capacity (see Chief's memo).</li> <li>• The budget includes \$7,000 to allow for the purchase of an additional kiosk for use at the police station.</li> </ul> <p><b><u>OPERATING &amp; CAPITAL GRANTS:</u></b></p> <ul style="list-style-type: none"> <li>• This portion of the budget is still a work in progress, but represents no change to the bottom line as revenues always offset expenditures.</li> </ul> <p><b><u>CAPITAL FUND:</u></b></p> <ul style="list-style-type: none"> <li>• We have included the \$900,000 bridge loan and offsetting expenditure related to the design of our wastewater treatment plant improvements.</li> </ul> <p><b><u>CONTINGENCIES:</u></b></p> <p>We budget for contingencies so that if funds that are not anticipated in the regular budget are received, they can be spent. Revenues from excess sales tax, additional donations, sale or lease of real property and connection fees are included, and expenditures provided for as follows:</p> <ul style="list-style-type: none"> <li>• Utility work on Center Avenue - \$250,000</li> <li>• Design work for Hotel Jerome - \$20,000</li> <li>• Proceeds from sale of property - \$1,000,000</li> <li>• Repairs to rock wall below School Street - \$100,000</li> <li>• Hampshire Avenue sidewalk repairs - \$60,000</li> <li>• Purchase of flatbed truck - \$50,000</li> <li>• Wildlands expenses - \$100,000</li> </ul> <p>Discussion ensued, and the following changes were made to the budget, which will be discussed again on May 31:</p> <ul style="list-style-type: none"> <li>• Under General Government: <ul style="list-style-type: none"> <li>○ Reduced anticipated sales tax revenue by \$100,000 (to \$1,400,000)</li> <li>○ Included \$6,000 for contracted codification/web services</li> <li>○ Increased operating supplies budget to \$1,500</li> <li>○ Included \$5,000 for Town Hall phone system upgrade</li> </ul> </li> <li>• Under Magistrate Court, provided for court clerk position to become full-time as of January 1.</li> <li>• Under Properties: <ul style="list-style-type: none"> <li>○ Added \$5,000 to the Contract Services line for an appraisal of our property in Clarkdale.</li> <li>○ Increased the line item for R&amp;M – Infrastructure to include \$100,000 toward restoration of the School Street access to Town Hall (includes</li> </ul> </li> </ul>	
--	---	--

	<p><i>engineering). This will supplement \$61,000 in grant funding received for this project in prior years.</i></p> <ul style="list-style-type: none"> <li>• <i>Under Water:</i> <ul style="list-style-type: none"> <li>○ <i>Under R&amp;M, included \$300,000 for refurbishment of the second tank on Cleopatra Hill</i></li> <li>○ <i>Under R&amp;M, increased appropriation for routine regulator maintenance to \$10,000</i></li> </ul> </li> <li>• <i>Under HURF:</i> <ul style="list-style-type: none"> <li>○ <i>Added \$10,000 to R&amp;M for street maintenance and patching (total now \$30,000)</i></li> <li>○ <i>Included \$100,000 for first phase of work to repair School Street (roadway, water and sewer), to include design and engineering. This project will extend into FY24 and possibly beyond.</i></li> </ul> </li> <li>• <i>In the Capital Fund:</i> <ul style="list-style-type: none"> <li>○ <i>Added \$35,000 for new shuttle van (cost after trade)</i></li> <li>○ <i>Added \$75,000 for preliminary design/engineering for new water tank</i></li> <li>○ <i>Added \$390,000 for purchase of housing for future staff</i></li> </ul> </li> <li>• <i>In General Fund contingencies:</i> <ul style="list-style-type: none"> <li>○ <i>Added \$100,000 to allowance for additional sales tax revenues (now \$400,000)</i></li> <li>○ <i>Included \$50,000 for cobblestone repair</i></li> <li>○ <i>Moved \$250,000 for utility work on Center Avenue to Utilities Fund contingencies</i></li> </ul> </li> <li>• <i>In Utilities Fund contingencies:</i> <ul style="list-style-type: none"> <li>○ <i>Added \$300,000 for various utility projects, including utility work on Center Avenue</i></li> </ul> </li> </ul>	
<b>ITEM #3:</b>	<p><b>ADJOURNMENT</b></p> <p><i>Upon motion by Vice Mayor Barber, seconded by Councilmember Harvey and unanimously approved, the meeting was adjourned at 2:07 p.m.</i></p>	

**Subject:** Re: Microbreweries

**Date:** Wednesday, June 8, 2022 at 11:03:43 AM Mountain Standard Time

**From:** Henry MacVittie

**To:** Candace Gallagher

Hi Candace,

I agree, the Patagonia code is pretty extensive. There are required monitoring items in that code which do not apply to the WWTP but I suppose may have an affect on the WWTP operations. A few items that I would like to see worked into a pretreatment/regulation plan for microbreweries would be the BOD, TSS and TN levels of the waste stream generated by their operations. I have read that these numbers can be astronomically high and put incredible stress on small WWTPs like the one in Jerome (both existing and future facility). For example, normal residential BOD levels in sewage are in the 230-300 mg/L range. Some process at microbreweries generate between 5000 and 100,000 mg/L BOD. That's a huge deal in a small setting like ours.

H

---

**From:** Candace Gallagher <c.gallagher@jerome.az.gov>

**Sent:** Monday, June 6, 2022 1:26 PM

**To:** Mike Krebs <mikekrebs@pacewater.com>; Henry MacVittie <hmacvittie@hotmail.com>; Bill Sims <wjsims@simsmackin.com>

**Cc:** Duong Do <ddo@pacewater.com>; Taylor Pierce <tpierce@pacewater.com>

**Subject:** Re: Microbreweries

Wow. That's pretty extensive.

Henry – What are your thoughts?

Thanks,  
Candace

*Candace B. Gallagher, CMC*

Town Manager/Clerk

**Town of Jerome**

600 Clark Street

PO Box 335

Jerome, AZ 86331-0335

(928) 634-7943

On 6/6/22, 10:36 AM, "Mike Krebs" <[mikekrebs@pacewater.com](mailto:mikekrebs@pacewater.com)> wrote:

Candace,

The attached is Template for pre-treatment Plan that was prepared for Patagonia.

Please review and let us know you thoughts and direction for updating for Jerome.

Thanks



# JEROME POLICE DEPARTMENT

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



June 10, 2022

TO: Honorable Mayor and Jerome Town Council

FROM: Allen Muma, Chief of Police

Attached please find the police activity reports for May 2022.

The May "Calls for Service" report contained no significant single incidents to reports. Call volume for May was about average.

The parking kiosks brought in \$29,734.90 (which does not include cash taken at office) for the month of May 2022. In comparison to last year's revenue of \$27,070.75 for the same time period. Fiscal year to date (7/01/21 through 5/30/2022) kiosk revenue is \$297,730.40 (which does not include cash taken at office).

There were 450 parking citations that were issued for the month of May. I continue to work with our technology providers to establish a solution to the "unpaid" parking citations. Both software providers advise that it is possible and I have already began figuring out the protocols needed for the transmission of data through our RMS provider (Crimestar) the citation provider (Digiticket) and the Arizona Office of Courts (AJACS) system. I hope to have it operational in late August.

I continue to work on the "Text to park" solution with Parkeon, this is just an additional payment method that allows the user to pay via text messaging. We have included the new "all payments" kiosk in the 2021 – 22 budget that would be placed inside the PD so that there is an alternate method that would take all kinds of payments and would not rely on the cellular network.

The police car that was struck in the rear by another motorist while getting fuel, has been fixed. The repairs will be paid for by the other driver's insurance.

We completed the background for the new town manager. There is nothing in his background that would preclude him from becoming the new town manager. I have had several conversations with him and look forward to working with him.

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

While I am on vacation, I have continued to work on several things to include PD budget, manager background, phone calls from citizens and several police issues.

Allen L. Muma, Chief of Police

**JEROME POLICE DEPARTMENT**  
**305 MAIN STREET**

JEROME, AZ 86331  
(928) 634-8992

Date : 06/12/2022  
Page : 1  
Agency : JPD

**Calls For Service Totals By Call Type**

05/01/2022 to 05/31/2022

Call Type		Totals
10-34	Motorist Assist	4
205	Trespass	4
415F	Domestic Disturbance	2
459A	Burglar Alarm	2
476	Animal Control Problem	1
487	Theft	2
510	Speeder	1
585	Traffic Hazard	2
692	DUI	1
903	Follow-Up	35
908F	Found Property	7
908L	Lost or Stolen Property	10
917	Abandoned Vehicle	1
918	Mentally Ill Person	2
961	Accident - No injuries	3
962	Accident - With Injuries	1
AC	Animal Cruelty	1
ACPD	Assist Clarkdale PD	6
ADPS	Assist DPS	5
AF	Assist Fire Department	2
AYCSO	Assist YCSO	9
BI	Background Investigation	6
CA	Citizen Assist	2
CO	Call Out	3
DIS	Disorderly Conduct	6
DRAL	Dogs Running at Large	1
DUI	Driving Under the Influence	1
ES	Escort Services	1
FIP	False Information to Police Officer	1
FP	Foot Patrol	4
FPF	Fingerprinting	1
HAR	Harrassment	1
HR	Hit & Run Accident	2
HSE	Hampshire Speed Enforcement	5
INFO	Information	3
ME	Medical Emergency	2
OA	Officer Assist	2
OT	Oversize Truck	8

**JEROME POLICE DEPARTMENT**  
**305 MAIN STREET**

JEROME, AZ 86331  
(928) 634-8992

Date : 06/12/2022  
Page : 2  
Agency : JPD

**Calls For Service Totals By Call Type**

05/01/2022 to 05/31/2022

**Call Type**

**Totals**

PARK	Parking Complaint	3
PARKV	Parking Violation	1
PE	Parking Enforcement	30
PKM	Parking Kiosk Maintenance	1
PS	Civil Paper Service	1
REC	Reckless Driver	1
SC	Security Check	18
SD	Security Detail	1
SLC	Street Light Check	4
SS	Suspicious Situation	2
STLK	Stalking	1
T/S	Traffic Stop	3
TCD	Traffic Control Duties	2
TF	Trip & Fall / Slip & Fall	1
TO	Traffic Offense	2
TRN	Training	3
XX8	General Complaints	1

**Grand Total for all calls**

225



ADOT CAR No.: IGA 22-0008669-I  
AG Contract No.: P001 2022 000939  
Project Location/Name: Center Avenue:  
Jerome  
Type of Work: Center Avenue  
Improvements  
TIP/STIP No.: NA  
Budget Source: 2022 Legislative Appropriation  
Transportation Projects: General Fund (Amending  
Laws 2021, 2<sup>nd</sup> Regular Session, Chapter 406  
Senate Bill 1174)  
Appropriation No.: 2022 DT55800

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF JEROME

**THIS AGREEMENT** ("Agreement") is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF JEROME, acting by and through its MAYOR and TOWN COUNCY (the "Town"). The State and the Town are each individually referred to as a "Party" and are collectively referred to as the "Parties."

### **I. RECITALS**

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. Amending Laws 2021, 2<sup>nd</sup> Regular Session, Chapter 406 (Senate Bill 1174), Section 33 appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of \$560,000.00 appropriated to the Town for improvements at Center Avenue, (the "Project").

**THEREFORE**, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

---

## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. After this Agreement is executed, the State will issue a warrant to the Town in the amount of \$560,000.00 for the Project.
  - b. The Town will complete the Project in accordance with Amending Laws 2021, 2<sup>nd</sup> Regular Session, Chapter 406 (Senate Bill 1174), Section 33.
  - c. After Project completion, submit written certification to [localpublicagencysection@azdot.gov](mailto:localpublicagencysection@azdot.gov) that the Project was completed in accordance with Amending Laws 2021, 2<sup>nd</sup> Regular Session, Chapter 406 (Senate Bill 1174), Section 33.

## **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
3. This Agreement may be cancelled at any time up to 30 days before the appropriated funds are issued, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. The Town shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Town, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Town's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Town which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Town's obligations under this paragraph shall survive the termination of this Agreement.
5. The Town acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
6. This Agreement shall be governed by and construed in accordance with Arizona laws.

7. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
8. The Town shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the Town at the request of ADOT.
9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
11. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
12. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
13. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
14. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
 Joint Project Agreement Section  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Town of Jerome  
 Attn: Candace Gallagher  
 600 Clark Street / PO Box 335  
 Jerome, AZ 86331  
 928.634.7934  
[c.gallagher@jerome.az.gov](mailto:c.gallagher@jerome.az.gov)

**For Project Completion:**

Arizona Department of Transportation  
 Local Public Agency Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
 Phoenix, AZ 85007  
[localpublicagencysection@azdot.gov](mailto:localpublicagencysection@azdot.gov)

Town of Jerome  
 Attn: Candace Gallagher  
 600 Clark Street / PO Box 335  
 Jerome, AZ 86331  
 928.634.7934  
[c.gallagher@jerome.az.gov](mailto:c.gallagher@jerome.az.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Financial Management Services  
206 S. 17<sup>th</sup> Avenue  
Phoenix, AZ 85007  
[localpublicagencysection@azdot.gov](mailto:localpublicagencysection@azdot.gov)

Town of Jerome  
Attn: Candace Gallagher  
600 Clark Street / PO Box 335  
Jerome, AZ 86331  
928.634.7934  
[c.gallagher@jerome.az.gov](mailto:c.gallagher@jerome.az.gov)

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

17. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**TOWN OF JEROME**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JACK DILLENBERG**  
Mayor

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**CANDACE GALLAGHER**  
Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF JEROME, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
Town Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Division Director

A.G. Contract No. P001 2022 000939 (ADOT IGA 22-0008669), an Agreement between public agencies, the State of Arizona and Town of Jerome, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Attorney General