

TOWN OF JEROME

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

AGENDA SPECIAL MEETING OF THE JEROME TOWN COUNCIL COUNCIL CHAMBERS, JEROME TOWN HALL TUESDAY, JUNE 23, 2020 AT 6:00 PM

**DUE TO PUBLIC HEALTH CONCERNS, IN-PERSON ATTENDANCE AT PUBLIC MEETINGS
HAS BEEN SUSPENDED UNTIL FURTHER NOTICE.**

**Notice is hereby given pursuant to A.R.S. 38-431.02 that members of the Town Council
will attend this meeting.**

PUBLIC PARTICIPATION IN THE MEETING

Members of the public are welcome to participate in the meeting via the following options:

1. Zoom Conference
 - a. Computer: <https://us02web.zoom.us/j/9286347943>
 - b. Telephone: 1 669 900 6833 Meeting ID: 928 634 7943
2. Submitting questions and comments:
 - a. If attending by Zoom video conference, click the chat button and enter your name and what you would like to address.
 - b. Email c.gallagher@jerome.az.gov (Please submit comments at least one hour prior to the meeting.)

NOTE: FOR THOSE WITHOUT HOME INTERNET: A drive-up internet hotspot is now available in the parking lot in front of the Jerome Public Library. Bring your device and access the internet while sitting in your car. The network is **Sparklight Yavapai Free WIFI** and no password is required.

ITEM #1:	CALL TO ORDER/ROLL CALL Mayor/Chairperson to call meeting to order. Town Clerk to call and record the roll.	
ITEM #2:	AZCARES FUNDING Council will review and may approve the execution of a grant agreement for AZCARES funding that has been awarded to the Town in the amount of \$52,237.	Sponsored by Mayor Alex Barber Discussion; Possible Action
ITEM #3:	LEASE RENEWAL – CARRIE MAE ROSE Council will review and may approve the renewal of a lease with Carrie Mae Rose for Studio Two on the first floor of the Jerome Civic Center.	Sponsored by Mayor Alex Barber Discussion; Possible Action
ITEM #4:	COVID 19: MASK REQUIREMENT Council will discuss the Governor's Executive Order 2020-40 giving towns the authority to establish requirements to wear masks and may determine if and to what extent to require the wearing of masks in Jerome.	Sponsored by Mayor Alex Barber Discussion; Possible Action
ITEM #5:	FY21 BUDGET Council will continue discussion of the FY21 Town budget. Discussion may include any or all aspects of the budget.	Sponsored by Mayor Alex Barber Discussion; Possible Direction
ITEM #6:	ADJOURNMENT	

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that this notice and agenda was posted at the following locations on or before _____ on _____ in accordance with the statement filed by the Jerome Town Council with the Jerome Town Clerk.

970 Gulch Road, side of Gulch Fire Station, exterior posting case
600 Clark Street, Jerome Town Hall, exterior posting case
120 Main Street, Jerome Post Office, interior posting case

Rosa Cays, Deputy Town Clerk

Jerome Town Hall Located at 600 Clark Street, Jerome Civic Center

State of Arizona
Office of the Governor
AZCares Fund Program

ERMT Grant Number: ERMT-20-050
Award Amount: \$52,237

Grant Agreement Terms and Conditions

This Grant Agreement (~~—Agreement~~) is between the Town of Jerome (~~—Grantee~~) and the State of Arizona, acting through the Governor’s Office (~~—Grantor~~), (sometimes, individually, a ~~—Party~~, or collectively, ~~—Parties~~).

I. Purpose

Distribution to local Arizona jurisdictions of federal financial assistance from The U.S. Department of the Treasury’s Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

II. Term, Effective Date, and Termination

The Agreement commences when it is signed by both Parties. The Agreement project period is March 1, 2020 through December 30, 2020. The Agreement expires at the end of the award term. The Agreement shall not bind nor purport to bind the Grantor for any commitment in excess of the original Agreement award term or amount.

In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

III. Renewal and Amendments

This Agreement is issued under the authority of the authorized Grantor representative who signed this Agreement. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the Parties must execute a written Amendment or a new Agreement. A renewal may be considered if the Grantor adds additional funding and subsequent rounds of awards to the AZCares Fund, the State of Arizona receives additional federal Coronavirus Disease 2019 (COVID-19) public health emergency funding, and/or the State of Arizona Legislature chooses to appropriate funding for this specific purpose. Also, consideration for renewal will be based on results of program and fiscal monitoring.

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Any changes to the Agreement by a person who is not specifically authorized by the Grantor representative in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

IV. Obligations of the Parties

Responsibilities of the Grantee:

- a. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
- b. Grantee agrees that it will submit financial and activity reports to Grantor in a format provided by the Grantor, documenting the activities supported by these grant funds and

providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

- c. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or Grantor-approved payments. Reports are due pursuant to the schedule listed in this Agreement.
- d. The final request for reimbursement of grant funds must be received by the Grantor on or before the last day of the project period.
- e. Grantee agrees to remit all unexpended grant funds to the Grantor within thirty (30) days of written request received from the Grantor.
- f. Grantee agrees that all encumbered funds must be expended and that payroll and Employee Related Expenses (ERE) must be paid on or before the expiration of this Agreement.
- g. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the Grantor has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- h. Grantee understands that the Agreement may not be closed until Grantee is compliant with all requirements of the Agreement.
- i. Required programmatic and financial reports are submitted according to the schedule below. At any point, the Grantee can submit its final report thus ending its need to submit any subsequent reports:

Programmatic and Financial Reports	
Report Period:	Due Date:
March 1 st – June 30 th	July 3 rd
July 1 st – September 30 th	October 5 th
October 1 st – December 30 th	January 4 th

Responsibilities of the Grantor:

- a. Once the following actions and documents are completed by Grantee and have been received, verified, and approved by the Grantor, payment to the Grantee will be completed within 5 business days:
 - i. Obtained a Duns & Bradstreet number;
 - ii. SAM.gov registration completed;
 - iii. AZCares Fund application submitted;
 - iv. AZCares Fund Certification Form submitted;
 - v. Budget/expense request submitted;
 - vi. Award acceptance submitted;
 - vii. State of Arizona General Accounting Office (GAO) Automated Clearing House (ACH) set-up completed; and
 - viii. The Agreement executed by the Grantee or an email from the Grantee sent to ospber@az.gov stating that the Agreement is on the Grantee’s board/council agenda for review and execution. Grantee will provide the exact date of the board/council meeting in that email.

V. Fund Management

Grantee must receive these funds under this Agreement in a separate ledger account/fund and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- d. Property
- e. Travel

c. Personnel

A system is adequate if it is: 1) **written**; 2) **consistently followed** - it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

The Grantee shall manage funds according to applicable [federal regulations for administrative requirements, cost principles and audits](#)

VI. DUNS/CCR

Each Grantee must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the [System for Award Management](#) (“SAM”). SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration (“CCR”), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Agreement. The DUNS website is located [here](#).

VII. Reporting Requirements

In compliance with the CARES Act reporting requirements, the Grantee is required to provide the following information:

- a. the total amount of funding received from the AZCares Fund;
- b. the amount of funding received that was expended or obligated for each project or activity;
- c. a detailed list of all projects or activities for which large covered funds were expended or obligated, including—
 - i. the name of the project or activity;
 - ii. a description of the project or activity; and
 - iii. the estimated number of jobs created or retained by the project or activity, where applicable; and
- d. detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

VIII. Organizational Audit Requirements

Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization’s single audit are not satisfactorily and promptly addressed. This CFR Title 2 Part 200 can be found [online](#).

Single Audit: Grantee expending \$750,000 or more of Federal funds from all sources during the organization’s fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

- a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization’s most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
- c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

IX. Unallowable Costs

All costs incurred prior to the project period start date and costs not consistent with the funding opportunity solicitation are not allowable under this award.

X. Conflicts of Interest Policy

Grantee must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- a. address conditions under which outside activities, relationships, or financial interests are proper or improper;
- b. provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;
- c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- d. specify the nature of penalties that may be imposed for violations.

XI. Acknowledgement of Federal Funding in Communications and Contracting

Grantee must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Grantee is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

XII. Mandatory Disclosures

Consistent with 45 CFR 75.113, Grantee must disclose in a timely manner, in writing, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the Grantor as stated in Section XVII.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

XIII. Data Collection and Performance Measurement

Grantee must comply with the performance goals, milestones, and expected outcomes as reflected in the funding opportunity solicitation and are required to submit data via the Grantor's data-entry and reporting system, eCivis.

XIV. Ad Hoc Submissions

Throughout the award term, the Grantor may determine that additional information is required beyond the standard deliverables.

XV. Applicable law

In accordance with A.R.S. § 41-2701, *et seq.*, and Arizona Administrative Code, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

XVI. Documents incorporated by reference

The AZCares Fund Allocations and Certification Form are both incorporated into this Agreement in its entirety. Grantee warrants that it has read and understands the AZCares Fund Allocations and Certification Form and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the AZCares Fund Allocations and Certification Form, this Agreement shall control.

XVII. Payments

Grantee reimbursements are based only on expenditures approved in its Application budget and budget narrative. A Grantee shall be reimbursed initially for actual public health and safety payroll expenses and EREs for the time period of March 1, 2020 up to the Grantee's application submission or the most recent pay period. If an allocation award balance exists, then the Grantee will either include forecasted payroll expenses and EREs in its application or submit further reimbursement request(s) of its actual public health and safety payroll expenses and EREs until its allocation is fully expended. The Grantee will need to provide its previous year's total actual expense(s) for that category(ies) to validate projection. Overtime is not an eligible expense for reimbursement request(s) from the AZCares Fund. For purposes of the AZCares Fund, Fire, Emergency Medical Services (EMS), 9-1-1, and Sheriff/Police personnel are considered public safety. The Grantee shall use the forms provided by the Grantor to submit reimbursement requests.

Per Federal guidance:

- a. these public health and safety expenses do NOT need to be materially related to the Coronavirus Disease 2019 (COVID-19) public health emergency.
- b. these funds are designed to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, the Grantee may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

Grantee must:

- a. register for the U.S. Department of Homeland Security, Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) Grant Program via the Arizona Department of Emergency and Military Affairs (DEMA) [portal](#).
- b. submit an application for FEMA PA Grant Program to be verified by DEMA to successfully complete, maintain compliance, and closeout the Public Health and Safety Stabilization Program.
- c. enroll in automatic clearing house (ACH) payments. Grantee must complete the document titled —State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions." Vendor account set-up and payment information can be found [here](#).

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault or negligence of the Grantee.

XVIII. Notification of Program Changes

Grantee agrees to notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement Amendment issued by the Grantor.

XIX. Relationship of Parties

The individuals performing work on behalf of Grantee, its subgrantees or its subcontractors are not employees, servants, agents, partners, or joint venturers of the Grantor. The State

of Arizona and the Grantor retains no control or direction over such individuals or over the detail, manner, or methods of performance of their services, and they do not have the authority to supervise or control their work. The individuals performing work on behalf of the Grantee, its subgrantees or its subcontractors are not entitled to receive benefits that employees of the State of Arizona are entitled to receive, including but not limited to, workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

XX. Other

- a. Grantee shall follow all applicable laws, rules, and regulations in the performance of work in furtherance of the solicitation, application, and award.
- b. In accordance with ARS § 35-154, every payment obligation of the Grantor under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- c. In accordance with A.R.S. § 35-214, the Grantee shall retain all data, books, and other records (~~—records~~) relating to this Agreement for a period of five years from the last financial report submitted to the Grantor. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Grantor.
- d. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - i. Any contractor or subcontractor who is contracted by a Party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
 - ii. That any breach of the warranty in paragraph "b." above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
 - iii. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph "b." above and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
 - iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
- e. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
- f. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- g. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
- h. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

- i. Any change, modification, or extension of this Agreement must be submitted through the Grantor's online grant management system, eCivis, and approved by Grantor.
- j. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
- k. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
- l. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- m. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- n. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the Grantor and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
- o. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- p. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- q. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- r. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- s. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
- t. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for the Grantor to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
- u. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the execution of the Agreement.

IN WITNESS WHEREOF, the Parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

Attest:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Governor’s Office with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for Grantee Date

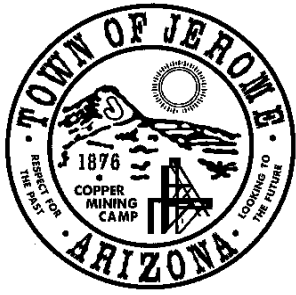
Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR GOVERNOR’S OFFICE:

Matthew Gress, Director Date
State of Arizona
Governor’s Office of Strategic Planning and Budgeting



Founded 1876
Incorporated 1899

TOWN OF JEROME

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

LEASE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the Town of Jerome, an Arizona municipal corporation, (hereinafter called "Landlord"), and **Carrie Mae Rose**, 1016 North Cactus Street, Cottonwood, AZ, 86326, (hereinafter called "Tenant").

RECITALS

1. Landlord is the owner of that certain real property and improvements located at **600 Clark Street, Jerome, Arizona, Studio TWO**.
2. The Town Council finds that the public interest will be benefited by leasing a portion of said real property and improvements to Tenant and Tenant desires to lease the premises and improvements on the terms and conditions as set forth herein.

AGREEMENT

In consideration of the mutual covenants contained herein, and good and valuable consideration, the parties agree as to follows:

1. Basic Provisions:

1.1 Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"). For purposes of this Lease, Premises are located at **600 Clark Street, Jerome, Arizona, Studio TWO** and consist of an area of **630 square feet**.

1.1.1 Rules and Regulations: Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make any reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant. If there is a conflict between the rules and regulations and any of the provisions of this Lease, the provisions of this Lease shall prevail. Landlord shall make all reasonable efforts to enforce the rules and regulations uniformly against all tenants in the Building in which the Premises are located, and no such rules and regulations shall require a tenant to pay additional rent under this Lease. Landlord shall not, however, be responsible to Tenant for the nonperformance of any of said rules by any other tenants or occupants.

1.2. Agreement to Abide by Terms of Lease: This Lease is subject to the terms, covenants and conditions set forth herein. Landlord and Tenant covenant, as a material part of the consideration for this Lease, that each party will keep and perform each and all of the terms, covenants, and conditions for which it is made responsible by the terms of this Lease.

Jerome Town Hall Located at 600 Clark Street, Jerome Civic Center

1.3 Term: The term of this lease shall be for three years, commencing on **JULY 5, 2020** (“Commencement Date”) and ending on **JULY 5, 2023** (“Expiration Date”), unless sooner terminated pursuant to the provisions of this Lease.

1.4 Rent: Tenant shall pay to Landlord at Town Hall, Jerome, Arizona 86331, without prior notice or demand, on or before the first day of each month, rent for the Premises consisting of monthly payments, each in the amount of **Two hundred fifty-two dollars (\$252.00)**.

1.5 Deposits:

1.5.1 Tenant’s prior deposit of **\$252.00**, representing the final month’s rent, shall be retained by the Town to serve as the deposit for this renewal.

1.5.2 Tenant’s prior deposit of **\$37.80**, representing a Key Deposit, shall be retained by the Town to serve as the deposit for this renewal.

1.6 Permitted Use:

1.6.1 Tenant shall use the Premises for **private artist studio** purposes only and shall not use or permit the Premises to be used for any other purpose without prior written consent from Landlord.

2. Possession of Premises:

2.1 Acceptance of Premises: By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair and in compliance with all applicable laws. Tenant shall be further deemed to have accepted the Premises as suitable for Tenant’s intended use. By taking possession Tenant warrants that it has performed such investigation as it deems necessary to make the above stated determinations. Tenant assumes all responsibility for its acceptance of the Premises “as is” at the time of possession. Landlord has not made any oral or written representations or warranties with respect to the said matters other than as set forth in this Lease.

2.2 Delay in Possession: If for any reason whatsoever Landlord cannot deliver possession of the Premises to Tenant as agreed herein, this Lease shall not be voidable. Landlord shall not be liable to Tenant for any loss or damage resulting from said delay and the expiration date of the term of this Lease shall not be extended in any way because of said delay. Should such delay occur, all rent shall be abated during the period between the commencement of the term of the Lease and the time when Landlord delivers possession.

2.3 Early Possession: In the event that Landlord permits Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all the provisions of this Lease. Early possession shall not advance the termination date set forth herein.

4. Use:

4.1 Use: Tenant shall use and occupy the Premises only for the purposes set forth in Paragraph 1.6 and for no other purpose. Tenant shall not use or permit the use of the Premises as a residence or for overnight occupancy. Tenant shall not use or permit the use of the Premises in a manner that creates waste or a nuisance, or that disturbs owners and / or occupants of or causes damage to neighboring premises or properties. Tenant shall not bring or keep anything on the

Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering said Building or any part there of or any of its contents.

4.2 Hazardous Substances:

4.2.1 Reportable Uses Require Consent: "Hazardous Substance" as used in this Lease means any product, substance, chemical, material, or waste whose presence, nature, quality, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect either by itself or in combination with other materials expected to be on the Premises is either: (i) potentially injurious to the public health, safety, or welfare, the environment, or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof. Tenant shall not engage in any activity in, on, or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Laws. "Reportable Use" means (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration, or business plan is required to be filed with, any governmental authority. Reportable Use shall also include Tenant's being responsible for the presence in, on, or about the Premises of a Hazardous Substance with respect to which any Applicable Law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, with Landlord's prior consent and in compliance with all Applicable Law, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of Tenant's business permitted on the Premises, so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to liability therefore.

4.2.2 Duty to Inform Landlord: If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same has come to be located in, on, or about the Premises, Tenant shall immediately give written notice of such fact to Landlord. Tenant shall also immediately give Landlord a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to or received from any governmental authority or private party or persons entering or occupying the Premises concerning the presence, spill, release, discharge of, or exposure to any Hazardous Substance or contamination in, on, or about the Premises, including but not limited to all such documents as may be involved in any Reportable Uses involving Premises.

4.2.3 Indemnification: Tenant shall indemnify, protect, defend, and hold Landlord, its agents, employees, lenders, and ground lessor, if any, of the Premises harmless from and against any and all losses of rents and / or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance or storage tank brought onto the Premises by or for Tenant or under Tenant's control. Tenant's obligations under this Paragraph 4.2 shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration, and / or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation, or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with

respect to Hazardous Substances or storage tanks, unless specifically so agreed by Landlord in writing at the time of such agreement.

4.3 Tenant's Compliance with Law: Except as otherwise provided in this Lease, Tenant shall, at Tenant's sole cost and expense, fully, diligently, and in a timely manner, comply with all "Applicable Law," which term is used in this Lease to include all laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineer and / or consultants relating in any manner to the Premises (including but not limited to matters pertaining to: (i) industrial hygiene in environmental conditions on, in, under, or about the Premises, including soil and groundwater conditions and (ii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance or storage tank), now in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including, but not limited to, permits, registrations, manifests, applications, reports, and certificates, evidencing Tenant's compliance with any Applicable Law specified by Landlord, and shall immediately upon receipt notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint, or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Law. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any Applicable Law shall be conclusive of that fact as between Tenant and Landlord.

4.4 Inspection Compliance: Landlord and Landlord's Lender(s), if any, shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Laws and to employ experts and / or consultants in connection therewith and / or to advise Landlord with respect to Tenant's activities, including but not limited to the installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance or storage tank on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting the same unless a default or breach of this Lease, violation of Applicable Law, or a contamination caused or materially contributed to by Tenant is found to exist or be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In any such case, Tenant shall, upon request, reimburse Landlord or Landlord's Lender, as the case may be for the costs and expenses of such inspections.

5. Maintenance, Repairs, Alterations, and Trade Fixtures:

5.1 Tenant's Obligations: Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition, and repair, including fixtures, interior walls and windows, but excluding foundations, the exterior roof, and the structural aspects of the Premises. Tenant shall at all times keep all exit ways and passages free of impediments. Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices.

5.2 Landlord's Obligations: Landlord shall, at Landlord's expense, maintain the electrical, plumbing, heating and cooling facilities, boilers, the foundations, exterior roof, and structural aspects of the Premises in good order, condition, and repair. Landlord shall not, however, be obligated to paint or maintain the interior surface of the exterior walls or to maintain the windows or doors.

Landlord shall not, in any event, have any obligation to make any repairs until Landlord receives written notice from Tenant of the need for such repairs. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises. Tenant and Landlord expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease, or which affords Tenant the right to make repairs at the expense of Landlord

5.3 Utility Installations, Trade Fixtures, and Alterations:

5.3.1 Definition:

5.3.1.1 "Utility Installations" shall mean all carpeting, window coverings, air lines, gas lines, power panels, electrical distribution, security, fire protection systems, communication systems, lighting fixtures, heating, ventilating, air conditioning equipment, plumbing, and fencing in, on, or about the Premises.

5.3.1.2 "Trade Fixtures" shall mean Tenant's machinery and equipment that can be removed without doing material damage to the Premises.

5.3.1.3 "Alterations" shall mean any modification of the Premises from that which is provided by Landlord under the terms of this Lease, other than Utility Installations or Trade Fixtures, whether by addition or deletion.

5.3.2 Consent Required: Tenant shall not make any Alterations or Utility Installations in, on, or about the Premises without Landlord's prior written consent, which, if given, is conditioned upon the following:

5.3.2.2. Tenant shall provide Landlord with detailed final plans and specifications and working drawings of the proposed Utility Installations and/or Alterations and the name of the contractor who will perform the work at least thirty (30) days before the date it intends to commence the Utility Installations or Alterations;

5.3.2.3. Tenant shall give Landlord two days prior notice of commencement so that Landlord may post notices of non-responsibility on or at the Premises as provided by law.

5.3.2.4. Tenant shall acquire all applicable permits, approvals and licenses required by any and all governmental agencies and shall furnish proof of the same to Landlord.

5.3.2.5. All Utility Installations and Alterations shall be completed with due diligence in compliance with the plans and specifications and working drawings and all Applicable Laws.

5.3.2.6. If the estimated cost of Utility Installations or Alterations exceeds \$5,000.00, before commencement of Utility Installations or Alterations, Tenant, at its cost, shall furnish to Landlord a performance and completion bond issued by an insurance company qualified to do business in Arizona in a sum equal to the cost of the Utility Installation or Alteration guaranteeing the completion of the Utility Installation or Alteration free and clear of all liens and other charges, and in accordance with the plans and specifications.

5.3.2.7. All work shall be performed in a manner that does not interfere with the Town's use of the Building or the quiet enjoyment of other tenants in the Building in which the Premises are located.

5.3.3. Indemnification: Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein.

5.4 Ownership, Removal, Surrender, and Restoration:

5.4.1 Ownership and Removal: All Alterations and Utility Installations shall, at the expiration or earlier termination of this Lease, become the property of Landlord and remain upon and be surrendered by Tenant with the Premises, except that Landlord may elect within thirty (30) days before the expiration of the Lease, or within five (5) days after termination of the Lease, to require Tenant to remove any Utility Installations or Alterations that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

5.4.2. Removal: If Tenant is not then in default of any provisions of this Lease, Tenant shall have the right to remove from the Premises immediately before the expiration of the term, any Trade Fixtures Tenant has made to the premises, as long as the removal will not cause any structural damage to the Premises, and Tenant at its cost promptly restores any damage caused by the removal.

5.4.3 Surrender / Restoration: Tenant shall surrender the Premises by the end of the last day of the Lease term or any earlier termination date with all of the improvements and surfaces thereof clean and free of debris and in good operating order, condition, and state of repair, ordinary wear and tear excepted. "Ordinary Wear and Tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice by Tenant performing its entire obligation under this Lease. The obligation of Tenant shall include the repair of any damage occasioned by the installation, maintenance, or removal of Tenant's Trade Fixtures, furnishings, Alterations, and/or Utility Installations, as well as the removal of any storage tank installed by or for Tenant, and the removal, replacement, or remediation of any soil, material, or ground water contaminated by Tenant, all as may then be required by Applicable Law and/or good practice.

6. Insurance, Indemnity:

6.1 Liability Insurance: Tenant shall, at Tenant's expense obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Tenant and Landlord (as an additional insured) against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence. The limit of said insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may carry said insurance under a blanket policy, providing, however, said insurance by Tenant shall have a Landlord's protective liability endorsement attached thereto.

6.2 Tenant's Property Insurance: Tenant, at its sole cost, shall maintain whatever insurance coverage on Tenant's personal property as Tenant deems necessary. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property.

6.3 Plate Glass Insurance: Not applicable for this Lease.

6.4 Insurance Policies: Insurance required hereunder shall be provided by companies duly licensed to transact business in the State of Arizona and rated A+, AAA or better in "Best's Insurance Guide." Tenant shall not do or permit to be done anything which shall invalidate the insurance policies. Prior to occupancy of the Premises under this lease, Tenant shall deliver or cause to be delivered to Landlord copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable claims satisfactory to Landlord. No policy shall be cancelable or subject to modification or reduction of coverage except after thirty (30) days prior written notice to Landlord. At least thirty (30) days prior to the expiration of such policies, Tenant shall furnish Landlord with evidence of renewals or "insurance binder" evidencing renewal thereof. If Tenant fails to procure, maintain, and/or provide evidence of said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant, which amount shall be payable by Tenant to Landlord upon demand.

6.5 Indemnity: Tenant shall indemnify, protect, defend, and hold harmless the Premises, Landlord, and its officials, officers, employees, agents, partners, and lenders, from and against any and all claims, loss of rents, and / or damages, costs, liens, judgments, penalties, permits, attorneys' and consultants' fees, expenses and / or liabilities arising out of, involving, or in dealing with the occupancy of the Premises by Tenant, the conduct of Tenant's business, any act, omission, or neglect of Tenant, its agents, contractors, employees, or manner of any obligation on Tenant's part to be performed under this Lease. In case any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall defend Landlord at Tenant's expense and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified.

6.6 Exemption of Landlord from Liability: Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise, or other property of Tenant, Tenant's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or result from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord. Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom.

7. Destruction of the Premises: If the Premises is destroyed by fire or other casualty, Landlord shall have the option to either (a) repair or rebuild within one hundred fifty (150) days, or (b) not to repair or rebuild and to cancel this Lease on thirty (30) days notice. If Landlord fails to give Tenant the required written notice of its election as provided herein, or if restoration of the premises cannot be completed within one hundred fifty (150) days from the date of notice, Tenant may cancel this Lease at its option on two (2) days notice. In making repairs Landlord shall be obligated to replace only such glazing as shall have been damaged by fire and other damaged glazing shall be replaced by Tenant. Landlord shall not be required to rebuild, repair, or replace any part of the partitions, fixtures, additions, or other improvements which may have been placed in or about the Premises by Tenant. A total destruction of the Premises shall, at the option of Landlord, terminate this Lease. If the destruction results from Tenant's negligence, then the Lease shall not terminate nor shall the rental rate be reduced.

8. Personal Property Taxes: Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon Alterations, Utility Installations, Trade Fixtures, furnishings, and all personal property of Tenant contained in the Premises or elsewhere.

9. Utilities: Not applicable for this lease.

10. Assignment and Subletting: Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises in whole or part, nor shall there be any succession to the interest of Tenant by another.

11. Default, Breach, Remedies:

11.1 Default, Breach: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The vacating or abandonment of the Premises by Tenant;

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant;

(c) The failure by Tenant to provide Landlord with reasonable evidence of insurance or surety bond required under this Lease; or the failure of Tenant to fulfill any obligation under this Lease which failure endangers or threatens life or property, where such failure continues for a period of five (5) days following written notice thereof by or on behalf of Landlord to Tenant;

(d) Except as expressly otherwise provided in the Lease, the failure by Tenant to provide Landlord with reasonable written evidence in duly executed original form of any documentation or information which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of ten (10) days following written notice by or on behalf of Landlord to Tenant;

(e) A failure by Tenant to comply with any terms, covenants, conditions, or provisions of this Lease, or of the rules hereof, that are to be observed, complied with, or performed by Tenant, other than those described in subparagraphs (a), (b), or (c), above, where such failure continues for a period of fifteen (15) days after written notice thereof by or on behalf of Landlord to Tenant; provided, however, that the Landlord may, at its option, extend this period if Tenant is diligently acting to cure the default;

(f) The making by Tenant of any general arrangement or assignment for the benefit of creditors; or Tenant's becoming a "Debtor" as defined in 11 USC §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any Applicable Law such provision shall be of no force or effect and shall not affect the validity of the remaining provisions;

(g) The discovery by Landlord that any financial statement given to Landlord by Tenant or any Guarantor of Tenant's obligations hereunder was materially false.

11.2 Landlord's Remedies in Default:

11.2.1 If Tenant fails to perform any affirmative duty or obligation required of it under this Lease within the applicable time-frame set forth above after written notice to Tenant (or in the case of an emergency, without notice), Landlord may at its option (but without obligation to do so) perform such duty or obligation on Tenant's behalf, and the costs and expenses of any such performance by Landlord shall be due and payable by Tenant to Landlord upon receipt of the invoice therefore.

11.2.2 If any check given to Landlord by Tenant is not honored by the bank upon which it is drawn, Landlord, at its option, may require all future payments to be made under this Lease by Tenant to be made only by cashier's check.

11.2.3 In the event of a Breach of this Lease by Tenant as defined in Paragraph 11.1, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Breach, Landlord may:

(i) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant: the worth at the time of the award of the unpaid rent which had been earned at the time of termination; and any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease, , including but not limited to the cost of recovering possession of the Premises and expenses of re-letting, including necessary renovation and alteration; and

(ii) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona; and

(iii) The expiration or termination of this Lease and / or the termination of Tenant's right to possession shall not relieve Tenant from liability under and indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

11.3 Late Charges: Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord within seven (7) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to FIVE DOLLARS (\$5.00) a day for every day rent or any other sum is overdue. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default or Breach with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

11.4 Breach by Landlord: Landlord shall not be deemed in breach of this Lease unless Landlord fails within a reasonable time to perform an obligation required to be performed by Landlord. For purposes of this Paragraph, a reasonable time shall in no event be less than thirty (30) days after

receipt by Landlord of written notice specifying wherein such obligation of Landlord has not been performed; provided, however, that the nature of Landlord's obligation is such that, if more than thirty (30) days after such notice are reasonably required for its performance, then Landlord shall not be in breach of this Lease if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

12. Condemnation: If the Premises or any portion thereof are taken under the power of eminent domain or sold under threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate on thirty (30) days written notice to Tenant. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages, provided, however, that Tenant shall be entitled to any compensation, separately awarded to Tenant for Tenant's relocation expenses and/or loss of Tenant's Trade Fixtures.

13. Tenancy: If Landlord desires to finance, refinance, or sell the Premises, any part thereof, or the building of which Premises are a part, Tenant and all Guarantors of Tenant's performance hereunder shall deliver to any potential lender or purchaser designated by Landlord such financial statements of Tenant, and such Guarantors as may be reasonably required by such lender or purchaser, including but not limited to Tenant's financial statements for the past three (3) years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

14. Sale of Premises by Landlord: In the event of any sale of the Building, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

15. Severability: The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

16. Interest on Past-Due Obligations: Any monetary payment due to Landlord hereunder, other than late charges, not received by Landlord within thirty (30) days following the date on which it was due, shall bear interest from the thirty-first (31st) day after it was due at the rate of twelve percent (12%) per annum, but not exceeding the maximum rate allowed by law, in addition to the late charge provided for in Paragraph 11.3.

17. Time of Essence: Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

18. Rent Defined: All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be rent.

19. No Prior or Other Agreements: This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

20. Notices: All notices required or permitted by this Lease shall be in writing and sent by mail, return receipt requested, to the other Party at the address listed below. Either Party may by written notice to the other specify a different address for notice purposes. All notices sent certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon.

Landlord: Attn: Candace Gallagher, Town Manager/Clerk
Town of Jerome
P.O. Box 335
Jerome, AZ 86331

Tenant: **Carrie Mae Rose**

21. Waivers: No waiver by Landlord of the Default or Breach of any term, covenant, or condition hereof by Tenant shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent Default or Breach by Tenant of the same or of any other term, covenant or condition hereof. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Landlord's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any preceding Default or Breach by Tenant of any provision hereof, other than failure of Tenant to pay the particular rent so accepted.

22. Recording: Neither Landlord nor Tenant shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.

23. No Right to Holdover: Tenant has no right to retain possession of the premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant does not vacate the Premises as provided by this Lease, Tenant's occupancy shall be on a month-to-month tenancy subject to all the terms and conditions of this Lease with the exception that the total rent charged under this Lease shall be increased on a monthly basis by two percent (2%) per month.

24. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. Covenants and Conditions: All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions.

26. Binding Effect, Choice of Law: This Lease shall be binding upon the parties, their personal representatives, successors, and assigns and be governed by the laws of the State of Arizona. Any litigation between the Parties hereto concerning this Lease shall be litigated in Yavapai County.

27. Subordination, Attornment, Non-Disturbance:

27.1 Subordination: This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or hypothecation or security devise (collectively "Security Device"), now or hereafter placed by Landlord upon the real property of which

the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Tenant agrees that the lenders holding such Security Device shall have no duty, liability, or obligation to perform any of the obligations of Landlord under this Lease.

27.2 Attornment: Subject to the non-disturbance provisions of Paragraph 27.3, Tenant agrees to attorn to lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Security Device, and that in the event of such foreclosure such new owners shall not: (i) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership, (ii) be subject to any offsets or defenses which Tenant might have against any prior lessor, or (iii) be bound by prepayment of more than one month's rent.

27.3 Non-Disturbance: With respect to Security Devices entered into by Landlord after the execution of this Lease, Tenant's subordination of this Lease shall be subject to receiving assurance (a "non-disturbance agreement") from the lender that Tenant's possession and this Lease, including any options to extend the term hereof, will not be disturbed so long as Tenant is not in breach hereof and attorns to the record owner of the Premises.

27.4 Self Executing: The agreements contained in this Paragraph 27 shall be effective without the execution of any further documents; provided, however, that upon written request from Landlord or a lender in connection with a sale, financing, or refinancing of the Premises, Tenant and Landlord shall execute such subordination or non-subordination, Attornment, and / or non-disturbance agreement as is provided for herein.

28. Attorneys' Fees: If either Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party in any such proceedings, action, or appeal thereon shall be entitled to its reasonable attorneys' fees.

29. Landlord's Access, Showing Premises, Repairs: Landlord and Landlord's agents shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or lessees, and for making such alterations, repairs, improvements, or additions to the Premises or to the building of which they are a part, as Landlord may reasonably deem necessary.

30. Offset Statement: Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement, in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are a part.

31. Signs: Tenant shall not place any sign upon the Premises, except that Tenant may, with Landlord's prior written consent, install such signs as are reasonably required to advertise Tenant's own business subject to all applicable laws and ordinances regarding the same.

32. Termination, Merger:

32.1 This agreement may be terminated for any reason by either party with sixty (60) days written notice.

32.2 Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Breach by Tenant, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination, or cancellation, have the option to continue any one or all of the existing sub tenancies.

33. Quiet Possession: Upon payment by Tenant of the rent for the Premises and the observance and performance of all of the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease.

34. Security Measures: Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its agents, and invitees and their property from the acts of third parties.

35. Reservations: Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights, and dedications that Landlord deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps, and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any easement rights, dedication, map, or restrictions.

36. Authority: If either Party hereto is a limited liability company, corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If Tenant is a limited liability company, corporation, trust or partnership, Tenant shall, within thirty (30) days after requested by Landlord, deliver to Landlord evidence satisfactory to Landlord of such authority.

37. Amendments: This Lease may be modified only in writing, signed by the parties in interest at the time of the modification. The parties shall amend this Lease from time to time to reflect any adjustments that are made to the Base Rent or other rent payable under this Lease. As long as they do not materially change Tenant's obligations hereunder, Tenant agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by an institution, insurance company, or pension plan lender in connection with the obtaining of normal financing or refinancing of the property of which the premises are a part.

38. Multiple Parties: Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such multiple parties shall be the joint and several responsibility of all persons or entities names herein as such Landlord or Tenant.

39. Cancellation: Pursuant to A.R.S. § 38-511, Landlord may cancel this Lease, without penalty or further obligation within three years after its execution if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease on behalf of Landlord is, at any time while this Lease or any extension of the Lease is in effect, an employee or agent of any other party to the

contract in any capacity or a consultant to any other party of the Lease with respect to the subject matter of the Lease.

The parties hereto have executed this Lease at the place on the dates specified below to their respective signatures.

Executed at:

Executed at:

on:

on:

by Landlord:

THE TOWN OF JEROME

By: _____

Its: Town Manager

by Tenant:

CARRIE MAE ROSE

By: _____

Its: _____

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA
★
EXECUTIVE ORDER

Executive Order 2020-40

**Containing the Spread of COVID-19
Continuing Arizona Mitigation Efforts**

WHEREAS, on March 11, 2020, pursuant to A.R.S. §§ 26-303 and 36-787, a declaration of Public Health State of Emergency was issued due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19; and

WHEREAS, on March 30, 2020, the Director of the Arizona Department of Health Services (ADHS), based on an epidemiological assessment of Arizona specific data and in alignment with the Centers for Disease Control and Prevention (CDC) guidance, recommended the State implement enhanced mitigation strategies which are continuing; and

WHEREAS, on May 12, 2020, Executive Order 2020-36, *Stay Healthy, Return Smarter, Return Stronger*, was issued outlining requirements for businesses to assist in mitigating the spread of COVID-19 as they reopened and mandated that businesses adopt policies consistent with guidance from the CDC and the ADHS; and

WHEREAS, since that time, many individuals and businesses have demonstrated great responsibility in taking precautions when out in public to mitigate the spread of COVID-19 while attending to their daily activities and needs; and

WHEREAS, on or about June 12, 2020, a study was published that demonstrated the effectiveness of face coverings in preventing the transmission of COVID-19; and

WHEREAS, due to the availability of Personal Protective Equipment (PPE) and efforts taken to increase capacity in our hospitals and intensive care units, Arizona continues to be prepared to face the potential for an increase in patients needing treatment for COVID-19; and

WHEREAS, increased diagnostic and serology testing has accelerated in Arizona in partnership with private labs and the universities; and

WHEREAS, as of June 17, 2020, there have been 40,924 diagnosed cases of COVID-19 in Arizona including 1,239 deaths, and the State is seeing an increase in the number of cases and hospitalizations; and

WHEREAS, the local health departments have the primary responsibility for ensuring case investigation and contact tracing of communicable diseases within their jurisdiction to identify the cause of the increased number of cases; and

WHEREAS, the Arizona Department of Health Services has the ability to coordinate statewide activities to assist with case investigations and contact tracing using the resources available to the State; and

WHEREAS, the increased community spread has demonstrated the need for a consistent, statewide system for case investigation and contact tracing; and

WHEREAS, the increased case numbers and hospitalizations also necessitate the need for an increased focus on precautionary measures by both businesses and individuals; and

WHEREAS, the CDC and the ADHS continue to update their guidance for prevention and mitigation of COVID-19 with additional information to help individuals make decisions about going out while preventing and mitigating the spread of the virus; and

WHEREAS, pursuant to A.R.S. § 36-787(A), during a State of Emergency declared by the Governor, ADHS has primary jurisdiction, responsibility and authority for:

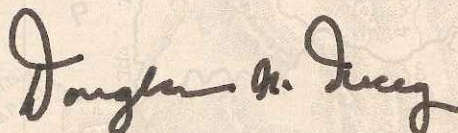
1. Planning and executing public health emergency assessment, mitigation, preparedness response and recovery of the State;
2. Coordinating public health emergency response among State, local and tribal authorities;
3. Collaborating with relevant federal government authorities, elected officials or other states, private organizations and private sector companies; and
4. Coordinating recovery operations and mitigation initiatives subsequent to public health emergencies.

NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of the State, including but not limited to A.R.S. §§ 26-303 and 36-787, and after consultation with the Director of ADHS, do hereby order that effective June 18, 2020 at 12:00 a.m.:

1. The ADHS shall implement a consistent, statewide system for case investigation and contact tracing and manage these public health activities on behalf of the State. All local health departments shall follow the protocols of the statewide system until the ADHS has determined that adequate infrastructure and resources to support ongoing case investigation and contact tracing at the local level are available.
2. The Adjutant General shall have the authority to mobilize and call to activate all or such part of the Arizona National Guard as is determined necessary and appropriate to assist the ADHS in authorized contact tracing activities under this order.
3. Businesses shall assist in efforts to “Contain the Spread,” by updating and enforcing written policies in accordance with Executive Order 2020-36, *Stay Healthy, Return Smarter, Return Stronger*, that adopt guidance from the CDC, Department of Labor, Occupational Safety and Health Administration (OSHA) and ADHS to limit and mitigate the spread of COVID-19. This provision shall be enforced by law enforcement and regulatory agencies that have jurisdiction over the business as prescribed in paragraph 5.
4. Notwithstanding directives in Executive Order 2020-36, *Stay Healthy, Return Smarter, Return Stronger*, regarding A.R.S. § 26-307, a county, city or town may, based on conditions in its

4. Notwithstanding directives in Executive Order 2020-36, *Stay Healthy, Return Smarter, Return Stronger*, regarding A.R.S. § 26-307, a county, city or town may, based on conditions in its jurisdiction, adopt policies regarding the wearing of face coverings in public for the purpose of mitigating the spread of COVID-19. Any enforcement of such a policy shall focus first on educating and working to promote best practices to accomplish the goal of mitigation. An individual shall be notified of the provisions of this order or any policy adopted by a county, city or town and given an opportunity to comply prior to any enforcement action being taken.
5. Arizonans continue to act responsibly during this public health emergency. The intent of this Executive Order is to ensure that the State of Arizona continues to mitigate the spread of COVID-19 to the greatest extent possible. All law enforcement and regulatory agencies that have enforcement authority under existing law should focus first on educating and working to promote best practices to accomplish this goal. Upon an initial violation, notice of the provisions of this order and the associated guidance from ADHS shall be provided and an opportunity to comply shall be offered.
6. If any provision of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.
7. This order shall remain in place until further notice, and shall be considered for repeal or revision at least every two weeks following issuance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.



GOVERNOR

DONE at the Capitol in Phoenix on this seventeenth day of June in the year Two Thousand and Twenty and of the Independence of the United States of America the Two Hundred and Forty-Fourth.

ATTEST:



Secretary of State





REQUIREMENTS FOR RESTAURANTS AND BARS PROVIDING DINE-IN SERVICES

Pursuant to Executive Order 2020-40 Containing the Spread of COVID-19

Requirements for Preventing COVID-19 Transmission

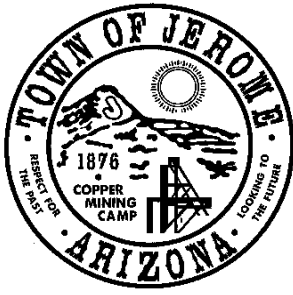
In addition to the previous guidance issued by the Centers for Disease Control and Prevention (CDC) and the Arizona Department of Health Services (ADHS), under all circumstances, the following precautions are now required for restaurants and bars providing dine-in services in Arizona:

- Enforce physical distancing of at least 6 feet between customers.
 - Maintain physical distancing of at least 6 feet in between tables, including limiting parties to no more than 10.
 - Clearly mark tables and chairs that are not in use.
 - Maintain clearly marked 6-foot spacing marks and/or signage along entrances, waiting areas, hallways, patios, and restrooms and any other location within a restaurant where queues may form or patrons may congregate.
 - Bar top or counter seating is not allowed, unless each party is spaced approximately 6 feet apart.
 - Operate with reduced occupancy and capacity based on the size of the business location with special attention to limiting areas where customers and employees can congregate.
- Continue to provide options for delivery, pick-up, or curbside service even if a location offers dine-in.
- If the local government has not mandated mask or cloth face covering requirements, cloth masks and frequent handwashing is required for all servers, host staff and employees that interact with customers.
 - Develop and enforce standards for the use of non-medical grade masks or cloth face coverings by employees when near other employees and customers.
 - Develop and enforce handwashing policy for servers as it exists in the [Food Code](#).
- Post physical and/or electronic signage posting at the restaurant entrance of public health advisories prohibiting individuals who are symptomatic from entering the premises.
- Support healthy hygiene practices for both employees and customers:
 - Enforce hand washing, covering coughs and sneezes.
 - Supplies should include soap, hand sanitizer with at least 60 percent alcohol, and tissues.
 - Ensure hand sanitizer is available at or adjacent to entrances to the facility, restrooms and in employee work areas, or soap and running water readily accessible to staff and customers and marked locations.
 - Post signs on how to stop the spread of COVID-19, properly wash hands, promote everyday protective measures, and properly wear a face covering.
- Intensify cleaning, disinfection, and ventilation practices.
 - Wash, rinse, and sanitize food contact surfaces, food preparation surfaces, and beverage equipment after use.
 - Implement comprehensive sanitation protocols, including increased sanitation schedules for bathrooms.
- Restaurants should sanitize customer areas after each sitting with EPA-registered disinfectant, including but not limited to:
 - Tables
 - Tablecloths
 - Chairs/booth seats
 - Table-top condiments and condiment holders
 - Any other surface or item a customer is likely to have touched
- Implement symptom screening for employees prior to the start of their shift.
 - Wellness/symptom checks, including temperature checks for all restaurant personnel, as they arrive on premises and before the opening of a restaurant.
- Eliminate instances where customers serve their own food, including salad bars and buffets.
- Avoid using or sharing items such as menus, condiments, and any other food.
 - Instead, use disposable or digital menus, single serving condiments, and no-touch trash cans and doors.
 - Wipe any pens, touchpads, counters, or hard surfaces between each use by a customer.
- Consider assigning duties to vulnerable workers that minimize their contact with customers and other employees.
- Train all employees in the above safety actions.

***Note that guidance may be updated. Those complying with this guidance are encouraged to regularly visit the websites provided to ensure they are adhering to the most up-to-date guidance.*

Websites for additional public health guidance:

www.cdc.gov · www.azhealth.gov · www.dol.gov



TOWN OF JEROME

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

Founded 1876
Incorporated 1899

MEMO

FROM: Candace Gallagher, Town Manager/Clerk
TO: Mayor and Council
SUBJECT: Third draft: 2020-21 Town budget
DATE: June 17, 2020

Here is the third draft of our 2020-21 budget.

Due to the pandemic, we have lowered anticipated revenues from sales tax and state shared revenues and cut expenses in certain areas. Even with the aid of my crystal ball, it is difficult to predict where revenues will fall during the coming year. Sales tax and parking revenues are picking back up now that things are reopening, however, if there is a second wave of the coronavirus that forces another closure, we will see a greater impact ... and it remains to be seen to what extent people will feel comfortable traveling, dining out and shopping even if there is no further closure. For that reason, some projects have been moved to the Contingencies budget. If funds become available for those, they can be spent.

As drafted:

- The budget will utilize \$239,000 of our estimated accumulated general fund balance and \$124,000 of our estimated accumulated utility fund balance, retaining reserves of \$488,786 (general fund) and \$97,407 (utilities fund). The estimated general fund balance remaining constitutes 25.1% of general fund operating expenses, which conforms to the recommendations of prior councils that at least 25% be retained. Please see the "Fund Balance Recap" sheet for additional details. We are also able to utilize fund balance in the HURF budget due to a large one-time receipt during FY20.
- No increases in sales tax or utility fees are anticipated in this draft.
- In this draft, there is no subsidy needed from the General Fund to the Utilities Fund or the HURF fund. Instead, we are using fund balance in each of those funds, plus a transfer of \$30,000 each to the Water and Sewer budgets from our new Parking Fund.
- We have created a new Parking Fund where revenues from parking will be restricted to those uses budgeted within that fund. This includes transfers to our water and sewer budgets.
- As in past years, the Sanitation budget includes a \$5,000 transfer to the Capital Fund toward the eventual purchase of a garbage truck. After this transfer, we will have accumulated \$50,000, enough for a substantial downpayment if needed.

This budget is balanced as presented.

Generally speaking, 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, we try to be realistic yet conservative in budgeting for "controllable" expenses while budgeting sufficiently to accommodate unanticipated situations and emergencies in areas that are difficult to predict, such as repairs and maintenance.

More details:

WAGES AND BENEFITS:

- This budget includes an across-the-board cost of living adjustment of 1.6%, consistent with the Social Security administration.
- The town's contribution toward dependent medical benefits has been increased to 50%. Previously, it was 25%.
- The budget includes a \$1/hour Mechanic Stipend (above and beyond the COLA increase) for two Public Works employees who perform that function in addition to their regular duties.
- There is a provision for an additional full-time police officer who would have both EMT and Firefighter certifications, with a reduction in part-time police wages as a result. The net budget impact of this is approximately \$50,000.
- Last year, \$3,500 was provided for Fire Chief's coverage (allowing him to take time off when needed) under "Contract Services" in the fire budget. That has been increased this year to \$7,000 at the Chief's request and moved to salaries.
- The Town Magistrate's contract expires on June 30, 2020. For the first time since 2012, she has requested a pay increase. This budget reflects that request – a 10 percent increase that brings her compensation to \$28,600. The contract will be on the July meeting agenda for approval by Council.

GENERAL FUND REVENUES:

- Due to the (at this time uncertain) impact of the pandemic, sales tax revenues are estimated at \$850,000, which is \$177,000 less than the current fiscal year. This figure may be increased or reduced prior to adoption of the tentative budget as revenue figures continue to come in and we can more accurately predict the future trend.
- Updated (final) state shared revenue estimates have been provided by the League (State sales tax, State Urban Revenue sharing, vehicle license tax and HURF revenues) and have been incorporated in this draft.
- 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.
- Our municipal court has added a new category, "Court Security Fund." It is reflected in both revenues and court expenses.

GENERAL GOVERNMENT EXPENSES:

- There is no League convention this year, so nothing has been budgeted for "Conventions and Seminars."
- There are two new items under "Contract Services" which I have listed separately for your information. Those are (1) an IGA with the City of Phoenix for access to their enhanced TPT reporting structure (the IGA will require formal approval by Council at a future meeting); and (2) participation on a workforce housing study conducted through VVREO.
- "Contract Services" also includes an increase in the amount paid to Archive Social. This firm currently archives our website data to assure our compliance with public records laws. The added amount will allow for them to also archive our Facebook page, which has become quite active, and is also subject to public records laws.
- The Chamber of Commerce has submitted a request to spend \$10,000 during FY21 as the tourism portion of the added bed tax. This is reflected in the line item under General Government titled "Tourism – from bed tax." They wish to use it to fund a Chamber employee and for advertising. They have declined to fund the shuttle driver during the coming year, and have asked that the Town cover that cost. That is all reflected in this budget draft, and the shuttle driver is included at the same level as last year.

- \$10,000 is included for “Allowance for preservation of historic buildings.” Last year, we appropriated \$50,000 but did not spend it. This item could be adjusted, eliminated, or moved to the Contingency budget if Council prefers.

MAGISTRATE COURT EXPENSES:

- At the Judge’s recommendation, we have increased the budgeted appropriation for Contract Services to cover DUI proceedings and pro tem costs.

POLICE DEPARTMENT EXPENSES:

- “Software Service & Support” has been increased to reflect costs of internet service, Saltus, Crimestar and Microsoft costs, some of which had previously been budgeted under “Contract services.” That line is now zeroed out.
- Increases in salaries and related costs is due to the addition of an additional full-time officer as detailed above. That, as previously noted, adds about \$50,000 to the budget.

FIRE DEPARTMENT EXPENSES:

- As noted above, “Contract Services” has been reduced by \$3,500 because an amount included for Fire Chief’s coverage has been moved to the salaries area and increased to \$7,000.
- We have added a line for “Software Support and Maintenance” to reflect the Fire Department’s internet costs.

PROPERTIES EXPENSES:

- The Properties budget includes, under Repairs and Maintenance, the following:
 - Routine building maintenance - \$20,000
 - Routine infrastructure maintenance - \$3,000
 - School Street access – wall and steps repair - \$39,000 (to supplement grant funds of \$61,000).
 - Hotel Jerome windows - \$20,000 (supplementing grant funds)
 - Other projects have been moved to the General Fund contingencies budget.

WATER DEPARTMENT REVENUES & EXPENSES:

- Anticipated water revenues have been reduced a bit due to the uncertain future impact of the pandemic.
- We are including a \$30,000 contribution from the parking fund.
- We have included \$5,000 revenue from sale of the Jeep and spending of that revenue for an ATV.
- Infrastructure Repairs & Maintenance have been budgeted as follows:
 - Routine maintenance (as needed): \$20,000
 - Regulator boxes: \$15,000 (recommended by Marty Boland)
 - Springs: \$20,000 (recommended by Henry MacVittie; includes four new doors)

SEWER DEPARTMENT REVENUES & EXPENSES:

- Anticipated sewer revenues have been reduced a bit due to the uncertain future impact of the pandemic.
- \$25,000 00 has been included for “Phase One” engineering fees relative to needed upgrades at the sewer treatment plant. An additional \$30,000 will be available from a USDA SEARCH grant to cover the remainder of that phase’s cost and has been included under Operating Grants.
- \$15,000 has been budgeted for routine infrastructure maintenance.

HURF (STREETS) REVENUES AND EXPENSES:

- The HURF budget is typically subsidized by the General Fund; however, this year, we will have a sizable fund balance due to a large one-time receipt of HURF revenues during FY20. We will be utilizing this instead of a General Fund subsidy to balance the HURF budget.
- \$10,000 has been budgeted for routine infrastructure maintenance.
- \$13,750 has been included once again this year for paving the parking lot across from the Spirit Room. The project will be started during this fiscal year with grading by our crew, but the paving probably will not take place until the summer.
- \$10,000 has been included for street patching.
- Hampshire Avenue sidewalk repair is still awaiting resolution with ADOT and has been moved to the Contingency budget.

***NEW* PARKING FUND**

- This new fund will allow us to track and specifically allocate parking revenues.
- We have included a conservative revenue estimate, based on the uncertainty of the pandemic impact going forward. This number may be adjusted as we move farther along in the budget process. Without the pandemic, we could easily anticipate \$150,000 in revenue. In this budget, we have included \$120,000, with an allowance for an additional \$30,000.
- We have provided for transfers of \$30,000 each to the water and sewer budgets toward infrastructure costs.
- The budget includes an allowance of \$19,000 for additional capital (kiosk) purchases, and an allowance of \$20,000 for additional transfers if needed to water, sewer and public safety budgets.

OPERATING & CAPITAL GRANTS:

- We are including grant funding as follows:
 - Various police grants (GOHS, RICO, Bulletproof vests) - \$10,400
 - Various fire grants (FEMA, Firehouse Subs, 100 Club, State Fire School, NEAMS) - \$130,500
 - USDA Search grant for wastewater engineering - \$30,000
 - Yavapai County Storm Drainage - \$90,000 (accumulation of three years of funding carried over for use in obtaining easements for our drainage project)
 - Miscellaneous operating grants TBA - \$100,000
 - CDBG guaranteed round – DUNDEE Waterline - \$359,170
 - CDBG competitive round – CENTER AVENUE water, sewer and street improvements - \$500,000
 - HURF Exchange funding (Design phase) - \$200,000 for drainage design
 - Yavapai Apache Nation Prop 202 funding - \$36,000 (includes FY20 carryover)
 - Carryover of two Freeport McMoRan Social Investment funding awards totaling \$61,000 for restoration of School Street access to Civic Center
 - Carryover of Freeport McMoRan Social Investment funding of \$50,000 for water planning.
 - USDA Rural Development grant for window replacement at Hotel Jerome - \$56,500
 - ADEQ Brownfields funding for removal of existing windows at Hotel Jerome - \$20,000
 - Grant for a healthcare clinic (also budgeted in prior year) - \$50,000
 - Miscellaneous capital grants TBA - \$250,000
- Additional grants may be added upon the recommendation of staff or Council.

CAPITAL FUND:

- With the transfer this year of another \$5,000 from the Sanitation budget, we will have accumulated \$50,000 toward the eventual purchase of a new garbage truck.

CONTINGENCIES:

We budget for contingencies so that if funds that are not anticipated in the regular budget are received, they can be spent. This year, due to the uncertainty of the pandemic, we added several projects to the contingencies budget that would otherwise have been funded in our operating budgets. If revenues are received, these monies can be spent.

We have included the following expenditures as contingencies:

- In the event that the competitive CDBG grant for work on Center Avenue is received, we have included \$236,000 to cover our 20% match plus possible additional costs above the grant.
- \$25,000 for repairs to the parade steps and the steps next to Old Town Hall. (Estimate provided by Public Works)
- Repairs to the rock wall below School Street - \$50,000
- Hampshire Avenue sidewalk repairs - \$40,000
- The use of excess wildlands fees up to \$80,000
- The use of excess parking revenues up to \$80,000
- The use of excess sales tax revenues up to \$281,500
- Purchase of a flatbed truck for Public Works - \$50,000
- Purchase of a new golf cart or ATV for administration - \$3,500
- Use of additional library donations - \$2,500
- Use of funds from the sale or lease of real property (Clarkdale cemetery) – up to \$1,000,000
- Phase two of wastewater engineering (design) if needed - \$100,000 (to be funded by a Design Bridge loan)

We should adopt the tentative budget at our regular July meeting (July 14), and adopt the final budget at a special meeting to be scheduled for July 28. After the tentative budget is adopted, changes can still be made, but the budget may not be increased.

My thanks, as always, to our amazing staff for their input and cooperation during this process.

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

Fund	Dept	Acct#		ADOPTED 2019-20	Estimated thru 6/30/20	PROPOSED 2020-21	
1	10		Use of General Fund fund balance	383,683		239,000	
1	10	4001	Primary & Personal Prop. Tax	47,500	47,500	47,500	
1	10	4005	City Sales Tax	1,027,000	1,050,000	850,000	
1	10	4010	State Sales Tax	47,080	47,080	41,246	
1	10	4015	State Urban Revenue Sharing	193,972	193,972	214,371	
1	10	4030	Vehicle License Tax	33,090	33,090	33,971	
1	10	4045	Business License Revenue	9,000	6,000	6,000	
1	10	4050	Commercial Filming Fees	500	0	0	
1	10	4055	Utility Franchises / Licenses	18,000	18,000	17,000	
1	10	4300	Interest Earned	1,600	2,000	1,800	
1	10	4400	Sale of Assets	6,000	6,000	5,000	
1	10	4500	Miscellaneous Revenue	7,000	7,000	5,000	
1	10	4510	Insurance dividend and claims	500	0	0	
1	10	4200	Contributions	200	50	0	
1	10	4600	Administration Charge to Utilities Fund	144,696	144,696	148,481	
1	10	4600	Administration Charge to Streets	10,574	10,574	10,581	
			Total General Government Revenues	1,930,395		1,619,950	
1	10	4035	Fines & Forfeitures	65,000	65,000	60,000	
1	10	4037	Court Security Fund Revenue *NEW	0	7,860	12,000	
			Total Court Revenue	65,000		72,000	
1	10	4064	Dedicated PD Revenue from court fees	2,100	2,100	2,000	
1	10	4065	Police Services Revenue	26,000	20,000	20,000	
			Total Police Department Revenue	28,100		22,000	
1	10	4090	Fire Department Wildlands Revenue - Truck	50,000	0	50,000	
1	10	NEW	Fire Department Wildlands Revenue - Wage reimbursement	38,000	0	33,000	
1	10	NEW	Fire Department Firewise Reimbursements	33,000	25,000	25,000	
1	10	4053	Fire Department Services Revenue	7,500	15,000	10,000	
			Total Fire Department Revenue	128,500		118,000	
1	10	4020	Library Funds From Yavapai Co	17,000	19,000	19,000	
1	10	4070	Civic Center Rents (bottom floor)	9,115	9,115	9,115	
1	10	4200	Contributions and Miscellaneous	3,000	1,500	1,500	
			Total Library Revenue	29,115		29,615	
1	10	4041	Planning & Zoning Fees	3,500	3,000	3,000	
1	10	4040	Building Permits	5,500	7,000	5,000	
			Total Planning & Zoning Revenue	9,000		8,000	
1	10	4042	Parking Revenue	125,000	125,000	-	SEPARATE FUND
1	10	4080	Utility Reimbursements	5,000	5,000	5,000	
1	10	4070	Property Rentals	69,407	69,407	69,407	
			Total Properties Revenue	199,407		74,407	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
Total General Fund Revenues				\$ 2,389,517		\$ 1,943,972	
General Government Expenses							
1	11	5001	Salaries & Wages	236,014	230,000	229,384	
1	11	5006	Longevity Bonus	1,339	1,085	1,362	
1	11	5007	Payt in lieu of medical benefits	5,205	5,205	6,363	
1	11	5010	FICA Match	18,556	18,000	18,139	
1	11	5011	Retirement Match	16,952	16,500	16,784	
1	11	5012	Health / Life Insurance	34,749	31,500	40,320	
1	11	5013	Workers Compensation	1,601	1,550	1,417	
1	11	5014	Unemployment Insurance	634	634	539	
1	11	6101	Accounting & Auditing	17,500	17,500	18,000	
1	11	6105	Advertising, Printing & Publishing	4,000	5,000	4,500	
1	11	6110	Contract Services	5,000	5,000	5,000	
1	11	6110	Contract Services - ArchiveSocial	2,500	2,400	4,800	
1	11	6110	Contract Services - City of Phoenix tax data	0	0	600	
1	11	6110	Contract Services - VVREO workforce housing study	0	0	500	
1	11	6110	Contract Services - Cottonwood Area Transit	0	0	4,500	
1	11	6115	Conventions & Seminars	1,500	1,500	-	
1	11	6116	Training and Education	2,500	1,500	2,500	
1	11	6125	Dues, Subs. & Memberships	6,600	6,600	6,600	
1	11	6126	TPT Collection Fee expense (ADOR)	1,218	1,196	1,196	
1	11	6130	Election Expenses	0	0	6,000	
1	11	6155	Insurance	20,200	14,200	24,000	40% allocation
1	11	6156	Insurance Deductibles	500	0	0	
1	11	6170	Legal	12,000	12,000	12,000	
1	11	6185	Miscellaneous	2,403	5,000	4,930	
1	11	6185	Miscellaneous - FRIENDS OF JEROME startup costs	1,000	0	1,000	
1	11	6186	Bank charges	1,700	1,700	1,700	
1	11	6188	Bank fees/Merch services	6,800	6,800	6,800	
1	11	6190	Office Supplies	6,000	6,000	6,000	
1	11	6191	Copier and Equip Lease	7,500	7,500	7,500	
1	11	6192	Software Maintenance and Support	8,000	8,000	8,800	
1	11	6193	Computer Hardware and Service	10,000	10,000	10,000	
1	11	6195	Operating Supplies	1,000	1,000	1,000	
1	11	6200	Postage	5,500	4,500	5,000	
1	11	6220	Rep and Maint - Vehicles	500	0	500	
1	11	6245	Shuttle Expenses	1,500	2,000	1,500	
1	11	6250	Small Tools & Minor Equipment (under \$5,000)	1,000	500	750	
1	11	6265	Telephone	4,500	2,500	3,500	
1	11	6275	Travel	1,500	2,500	3,000	
1	11	6285	Tourism (from bed tax)	5,800	5,800	10,000	
1	11	6286	Community Health	500	0	500	
1	11	6287	Allowance for preservation of historic buildings	50,000	0	10,000	
1	11	9500	Transfer to Utilities Fund - Water	120,000	120,000	0	
1	11	9500	Transfer to Utilities Fund - Sewer	70,000	70,000	0	
1	11	9500	Transfer to Utilities Fund - Sanitation	0	0	0	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
1	11	9500	Transfer to HURF	74,000	50,000	-	
Total General Government Expenses				767,771		486,984	
Magistrate Court Expenses							
1	12	5001	Salaries & Wages	63,014	61,000	66,108	
1	12	5006	Longevity bonus	464	464	509	
1	12	5010	FICA	4,856	4,700	5,096	
1	12	5011	Retirement	2,098	2,098	2,307	
1	12	5013	Workmen's Comp	277	277	256	
1	12	5014	Unemployment	234	234	194	
1	12	6037	Court Security Fund *NEW	0	0	300	Uniforms
1	12	6101	Accounting and Auditing	0	0	0	
1	12	6110	Contract Services	5,500	5,500	7,000	DUI & Pro tem costs
1	12	6115	Conventions and Seminars	100	100	0	
1	12	6116	Training and Education	525	525	525	
1	12	6125	Dues and Subscriptions	250	285	287	
1	12	6185	Miscellaneous Expense	300	300	300	
1	12	6190	Office Supplies	0	0	200	
1	12	6191	Copier and Equipment Lease	2,250	2,250	2,250	
1	12	6265	Telephone	840	840	900	
1	12	6275	Travel	950	950	1,200	mileage + 3 hotel nights
Total Magistrate Court Expenses				81,658		87,432	
Police Department Expenses							
1	13	5001	Salaries & Wages	268,845	260,000	292,791	
1	13	5006	Longevity bonus	1,526	1,500	1,527	
1	13	5001	EMT/Firefighter Stipend	0		10,400	
1	13	5010	FICA	20,683	19,500	23,311	
1	13	5011	Retirement Match	34,413	33,000	37,356	
1	13	5012	Health / Life Insurance	46,320	45,500	68,154	
1	13	5013	Workers Compensation	21,404	21,404	22,364	
1	13	5014	Unemployment	847	847	863	
1	13	6105	Advertising, Printing & Publishing	200	0	0	
1	13	6110	Contract Services	3,000	0	0	Included software in past
1	13	6116	Training and Education	2,500	1,000	1,000	
1	13	6120	Dispatch	35,100	35,100	35,100	
1	13	6125	Dues and Subscriptions	500	1,200	1,200	
1	13	6145	Fuel	8,000	8,000	7,500	
1	13	6172	Prosecutor	30,000	20,462	24,000	
1	13	6185	Miscellaneous	600	600	600	
1	13	6192	Software Service & Support	1,000	4,000	5,500	
1	13	6193	Computer Hardware & Service	5,000	100	2,500	
1	13	6195	Operating Supplies	2,500	2,500	2,500	
1	13	6200	Postage	100	200	200	
1	13	6220	Rep and Maint - Vehicles	5,500	7,000	7,500	
1	13	6225	Rep and Maint -Equipment	1,200	2,000	1,500	
1	13	6234	Police Dept Safety Equipment	2,100	0	2,000	from court revenue
1	13	6250	Small Tools & Equipment (under \$5,000)	3,000	3,000	3,000	
1	13	6265	Telephone	4,000	4,000	4,000	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
1	13	6280	Uniforms	1,500	500	1,500	
1	13	7025	Capital Outlay - Vehicles	11,500	11,186	10,750	Tahoe; Explorer
Total Police Department Expenses				511,338		567,116	
Fire Department Expenses							
1	14	5001	Salaries & Wages - Chief, Duty officers	124,273	119,000	133,209	Incl \$7K Chief's coverage
1	14	5006	Longevity bonus	824	616	806	
1	14	5002	Wildlands wages	38,000	0	38,000	
1	14	5003	Volunteer-Employee Per Call Personnel	24,000	18,500	19,000	
1	14	5004	Fuel abatement wages	43,200	25,000	33,000	
1	14	5010	FICA Match	16,470	12,500	15,492	
1	14	5011	Retirement	9,678	9,200	9,833	
1	14	5011-A	Retirement - Volunteer Contribution	12,000	12,000	12,000	
1	14	5012	Health Insurance	27,540	26,000	32,460	
1	14	5013	Workers Compensation	17,599	15,000	17,992	
1	14	5014	Unemployment	1,448	1,000	822	
1	14	6110	Contract Services	4,000	500	500	
1	14	6116	Education and Training	6,000	12,000	6,000	
1	14	6120	Dispatch	6,100	6,100	6,450	
1	14	6125	Dues and Subscriptions	1,500	1,500	1,500	
1	14	6145	Fuel	5,000	5,000	5,000	
1	14	6170	Legal	500	500	500	
1	14	6180	Medical Expenses	500	1,000	1,000	
1	14	6181	Medical Supplies	3,000	3,000	3,000	
1	14	6185	Miscellaneous	1,500	1,500	1,500	
1	14	6192	Software Support and Maintenance	0	900	900	Internet
1	14	6195	Operating Supplies	1,000	1,000	1,500	
1	14	6220	Rep and Maint - Vehicles	16,000	35,000	16,000	
1	14	6225	Rep and Maint - Equipment	5,000	5,000	5,000	
1	14	6250	Small Tools & Equipment (under \$5000)	10,000	10,000	10,000	
1	14	6265	Telephone	5,000	4,000	4,000	
1	14	6270	Training Center Assessment	2,700	2,500	2,700	
Total Fire Department Expenses				382,832		378,164	
Library Expenses							
1	15	5001	Salaries & Wages	63,265	62,000	63,951	
1	15	5006	Longevity bonus	678	660	698	
1	15	5010	FICA Match	4,892	4,800	4,946	
1	15	5011	Retirement	3,421	3,421	3,476	
1	15	5012	Health Insurance	9,720	9,720	10,656	
1	15	5013	Workers Compensation	304	304	269	
1	15	5014	Unemployment	373	373	288	
1	15	6110	Contract services	1,250	-	1,250	
1	15	6185	Miscellaneous	500	-	250	
1	15	6190	Office Supplies	300	300	250	
1	15	6195	Operating Supplies	4,000	4,000	3,000	
1	15	6205	Print and Non-Print Materials	3,890	3,890	3,890	
1	15	6225	R&M - Equipment	200	-	100	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
1	15	6250	Small Tools & Equipment (under \$5,000)	1,000	4,221	1,000	
1	15	6265	Telephone (net of County contribution)	1,000	1,000	900	
1	15	6266	E-Rate	300	800	800	
Total Library Expenses				95,093		95,724	
Planning & Zoning Expenses							
1	16	5001	Salaries & Wages	67,989	55,000	67,032	
1	16	5006	Longevity bonus	317	109	338	
1	16	5007	Payt in lieu of medical benefits	0	4,175	6,726	
1	16	5010	FICA Match	5,225	4,500	5,668	
1	16	5011	Retirement Match	4,440	3,400	4,348	
1	16	5012	Health / Life Insurance	8,500	53	0	
1	16	5013	Workers Compensation	699	650	613	
1	16	5014	Unemployment Insurance	199	400	171	
1	16	6105	Advertising, Printing & Publishing	1,000	500	500	
1	16	6110	Contract Services	1,500	0	0	
1	16	6115	Conventions and Seminars	0	0	500	
1	16	6116	Training and Education	1,500	500	1,000	
1	16	6125	Dues and Subscriptions	0	0	0	
1	16	6170	Legal	13,000	20,000	15,000	
1	16	6175	Map Upgrades / Copies	0	0	1,000	
1	16	6185	Miscellaneous	300	300	300	
1	16	6192	Software Maintenance & Support	0	0	700	Adobe Suite
1	16	6195	Operating Supplies	250	500	300	
1	16	6250	Small Tools & Equipment (under \$5,000)	250	250	300	
1	16	6265	Telephone	600	600	600	
1	16	6275	Travel	500	500	500	
Total Planning & Zoning Expenses				106,269		105,596	
Parks Expenses							
1	17	5001	Salaries & Wages (incl longevity)	5,978	5,500	6,089	
1	17	5010	FICA Match	457	450	466	
1	17	5011	Retirement Match	472	380	481	
1	17	5012	Health Insurance	1,375	1,100	1,716	
1	17	5013	Workers Compensation	476	350	368	
1	17	5014	Unemployment Insurance	16	25	14	
1	17	6145	Fuel	50	50	50	
1	17	6185	Misc. Expenses	200	300	250	
1	17	6192	Software Service and Support	400	200	200	
1	17	6195	Operating Supplies	500	200	200	
1	17	6170	Legal	1,500	0	500	
1	17	6215	Rep and Maint - Building	100	0	100	
1	17	6220	Rep and Maint - Vehicles	2,500	2,500	2,500	
1	17	6225	Rep and Maint - Equipment	500	0	0	
1	17	6230	Rep and Maint - Infrastructure (routine)	2,000	0	1,500	
1	17	6250	Small Tools & Equipment (under \$5,000)	300	200	300	
1	17	6265	Telephone	200	0	0	
1	17	6280	Uniforms	500	300	300	
1	17	6285	Utilities	2,500	2,500	2,800	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
1	17	6290	Purchase of Real Estate	48,500	43,469	0	
1	17	8040	Lease Payments	1,300	300	260	Gannon
Total Parks Expenses				69,824		18,094	
Properties Expenses							
1	18	5001	Salaries & Wages (incl longevity)	37,017	35,000	37,704	
1	18	5010	FICA Match	2,832	2,600	2,884	
1	18	5011	Retirement Match	2,924	2,400	2,976	
1	18	5012	Health / Life Insurance	8,512	7,000	10,624	
1	18	5014	Unemployment Insurance	101	150	86	
1	18	5013	Workers Compensation	2,946	2,000	2,278	
1	18	6110	Contract Services	10,000	8,000	8,500	
1	18	6140	Engineering Fees	5,000	0	5,000	
1	18	6142	Equipment Rental	100	0	0	
1	18	6145	Fuel	100	100	100	
1	18	6170	Legal Services	500	0	500	
1	18	6185	Miscellaneous Expense	1,000	1,500	1,500	
1	18	6192	Software Service and Support	400	200	200	
1	18	6195	Operating Supplies	1,500	800	1,200	
1	18	6215	Rep and Maint - Buildings (routine)	20,000	10,000	20,000	
1	18	6215	Rep and Maint - Buildings (special)	19,000	19,700	20,000	Hotel Jerome windows
1	18	6220	Rep and Maint - Vehicles	2,500	2,500	2,500	
1	18	6225	Rep and Maint - Equipment	250	0	0	
1	18	6230	Rep and Maint - Infrastructure (routine)	3,000	3,000	3,000	
1	18	6230	Rep and Maint - Infrastructure (School Street access - wall and steps repair)	39,000	0	39,000	
1	18	6230	Rep and Maint - Infrastructure (flume repair)	5,000	2,580	0	
1	18	6250	Small Tools & Equipment (under \$5,000)	250	250	250	
1	18	6280	Uniforms	500	500	300	
1	18	6285	Utilities	46,000	46,000	46,000	
1	18	6242	Parking Kiosk Purchase and Expenses	125,000	90,000	0	SEPARATE FUND
1	18	8040	Lease Payments	1,300	300	260	Gannon
Total Properties Expenses				374,732		204,862	
Total General Fund Expenses				2,389,517		1,943,972	
Water Department Revenue							
2	50	4085	Water Usage Fees	180,000	178,500	170,000	
2	50	4100	Water Connection Fees	0		0	
Transfer from PARKING FUND						30,000	
Use of UTILITY FUND BALANCE				47,000		63,000	
2	50	4900	TRANSFER from General Fund	120,000	120,000	0	
2	50	4500	Miscellaneous Water Revenue	3,000	3,000	8,000	incl Sale of Jeep
Total Water Department Revenue				350,000		271,000	
Water Department Expenses							
2	50	5001	Salaries & Wages (incl longevity)	65,297	61,500	66,509	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
2	50	5010	FICA Match	4,995	4,500	5,088	
2	50	5011	Retirement Match	5,158	4,500	5,249	
2	50	5012	Health / Life Insurance	15,016	13,000	18,741	
2	50	5013	Workers Compensation	5,197	4,700	4,019	
2	50	5014	Unemployment Insurance	177	300	151	
2	50	6110	Contract Services	11,000	10,800	10,800	
2	50	6116	Training and Education	500	100	400	
2	50	6125	Dues, Subs. & Memberships	200	0	0	
2	50	6135	Permit Fees	400	1,766	1,800	
2	50	6140	Engineering Fees	1,350	250	1,500	
2	50	6142	Equipment Rentals	200	0	0	
2	50	6145	Fuel	2,000	2,000	2,000	
2	50	6155	Insurance	9,500	5,602	9,000	15% allocation
2	50	6170	Legal	15,000	6,500	20,000	
2	50	6185	Miscellaneous Expense	678	300	338	
2	50	6192	Software Maintenance & Support	2,500	2,500	2,800	
2	50	6195	Operating Supplies	3,000	3,000	3,000	
2	50	6215	Rep and Maint - Building	200	0	500	
2	50	6220	Rep and Maint - Vehicles	2,500	2,500	2,500	
2	50	6225	Rep and Maint - Equipment	2,500	500	2,000	
2	50	6230	Rep and Maint - Infrastructure (routine)	25,000	5,000	20,000	
2	51	6230	Rep and Maint - Infrastructure (Center Street/Hull Rd/School Street)	70,000	0	0	
2	50	6230	Rep and Maint - Infrastructure (regulator boxes)	20,000	0	15,000	
2	50	6230	Rep and Maint - Infrastructure (springs)	6,900	5,000	20,000	
2	50	6240	Service Tests/System Testing	1,100	500	1,000	
2	50	6250	Small Tools & Equipment (under \$5,000)	1,500	1,000	1,500	
2	50	6265	Telephone	1,000	300	0	
2	50	6271	DWR Fee	900	900	900	
2	50	6280	Uniforms	500	300	300	
2	50	6285	Utilities	500	500	500	
2	50	6290	Administration charge	48,232	48,232	49,494	
2	50	8041	Vehicle purchase	25,000	25,000	5,000	ATV for springs
2	50	8040	Lease Payments	2,000	1,000	911	Gannon
Total Water Department Expenses				350,000		271,000	
Sewer Department Revenue							
2	51	4085	Sewer Usage Fees	185,000	183,500	180,400	
						30,000	
				28,000		45,000	
2	51	4900	TRANSFER from General Fund	70,000	70,000	0	
2	51	4300	Interest and Investment Earnings	100	60	100	
Total Sewer Revenue				283,100		255,500	
Sewer Department Expenses							
2	51	5001	Salaries & Wages (incl longevity)	35,407	34,000	36,065	
2	51	5010	FICA Match	2,832	2,600	2,759	
2	51	5011	Retirement Match	2,797	2,400	2,846	
2	51	5012	Health / Life Insurance	8,142	6,500	10,162	
2	51	5013	Workers Compensation	2,818	2,818	2,179	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
2	51	5014	Unemployment Insurance	96	150	82	
2	51	6110	Contract Services	38,400	38,400	38,400	
2	51	6116	Training and Education	100	0	0	
2	51	6135	Permit Fees	1,250	1,129	1,150	
2	51	6140	Engineering Fees	20,000	2,000	25,000	
2	51	6142	Equipment Rentals	200	0	0	
2	51	6145	Fuel	2,100	2,100	2,200	
2	51	6155	Insurance	10,500	6,349	9,000	15% allocation
2	51	6170	Legal	200	100	500	
2	51	6185	Miscellaneous	326	250	352	
2	51	6192	Software Maintenance and Support	2,500	2,500	2,800	
2	51	6195	Operating Supplies	15,000	3,000	12,000	
2	51	6215	Rep and Maint - Building	100	0	500	
2	51	6220	Rep and Maint - Vehicles	1,200	2,000	2,000	
2	51	6225	Rep and Maint - Equipment	7,500	3,000	4,500	
2	51	6230	Rep and Maint - Infrastructure (routine)	25,000	5,000	15,000	
2	51	6230	Rep and Maint - Infrastructure (sewer line replacement)	5,000	0	0	
2	51	6230	Rep and Maint - Infrastructure (Center/Hull/School Street)	15,000	0	0	
2	51	6240	Service Tests/System Testing	11,000	11,000	12,000	
2	51	6250	Small Tools & Equipment (under \$5,000)	1,500	3,500	3,000	
2	51	6265	Telephone	900	250	500	
2	51	6280	Uniforms	500	300	0	
2	51	6285	Utilities	3,000	3,000	3,000	
2	51	6290	Administration charge	48,232	48,232	49,494	
2	51	8010	Bond Principal - 92-06	4,000	11,743	4,100	
2	51	8010	Bond Principal - 92-08	8,000		8,200	
2	51	8020	Bond Interest - 92-06	2,800	6,681	2,250	
2	51	8020	Bond Interest - 92-08	4,700		4,550	
2	51	8040	Lease Payments	2,000	1,000	911	Gannon
Total Sewer Expenses				283,100		255,500	
Sanitation Department Revenue							
2	52	4085	Sanitation Service Fees	190,000	188,000	188,000	
Use of UTILITY FUND BALANCE				16,500		16,000	
2	52	4900	TRANSFER from General Fund	-		-	
2	52	4500	Miscellaneous Sanitation Revenue	1,000	700	1,000	
Total Sanitation Revenue				207,500		205,000	
Sanitation Department Expense							
2	52	5001	Salaries & Wages (incl longevity)	56,330	53,000	57,376	
2	52	5010	FICA Match	4,309	3,950	4,389	
2	52	5011	Retirement Match	4,449	4,000	4,528	
2	52	5012	Health / Life Insurance	12,954	11,000	16,167	
2	52	5013	Workers Compensation	4,483	5,000	3,467	
2	52	5014	Unemployment Insurance	153	250	130	
2	52	6110	Contract Services	500	0	0	
2	52	6111	Recycling Contract Services	2,000	2,000	2,200	
2	52	6116	Training & Education	300	0	200	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
2	52	6142	Equipment Rental	1,000	0	650	
2	52	6145	Fuel	8,500	8,500	9,000	
2	52	6155	Insurance	12,500	7,470	12,000	20% allocation
2	52	6165	Landfill Tipping Fees	23,500	23,500	24,500	
2	52	6185	Miscellaneous	240	200	199	
2	52	6192	Software Maintenance and Support	0	1,176	1,300	Billmaster; Internet
2	52	6195	Operating Supplies	200	200	200	
2	52	6215	Rep and Maint - Building	150	0	0	
2	52	6220	Rep and Maint - Vehicles	12,000	10,000	10,000	
2	52	6225	Rep and Maint - Equipment	2,000	500	900	
2	52	6250	Small Tools & Minor Equipment	6,300	6,300	3,000	
2	52	6265	Telephone	900	250	0	
2	52	6280	Uniforms	500	300	300	
2	52	6290	Administration charge	48,232	48,232	49,494	
2	51	8040	Lease payments	1,000	0	0	
			Transfer to Capital Fund	5,000	5,000	5,000	
Total Sanitation Expenses				207,500		205,000	
			HURF Revenue				
			Use of HURF Fund Balance (carryover)			107,000	Carryover
3	30	4020	Highway User Revenue	38,642	38,642	40,324	
3	30	4020	Special streets and highways revenue	197,802	197,802	0	
3	30	4300	HURF Interest	350	1,100	1,000	
3	30	4900	Transfer from General Fund	74,000	45,000	0	
Total HURF Revenue				310,794		148,324	
			HURF Expenses				
3	30	5001	Salaries & Wages (incl longevity)	43,344	41,000	44,123	
3	30	5010	FICA Match	3,316	3,100	3,375	
3	30	5011	Retirement Match	2,361	2,000	2,403	
3	30	5012	Health/Life Insurance	6,873	5,600	8,151	
3	30	5013	Workers Compensation	2,840	1,900	2,250	
3	30	5014	Unemployment Insurance	181	200	155	
3	30	6140	Engineering Fees	2,000	0	5,000	
3	30	6142	Equipment Rentals	1,500	0	1,500	
3	30	6145	Fuel	50	50	100	
3	30	6155	Liability Insurance	6,500	3,735	6,000	10% allocation
3	30	6185	Miscellaneous Expense	155	155	556	
3	30	6192	Software Service & Support	400	150	180	Internet allocation
3	30	6195	Operating Supplies	700	200	700	
3	30	6210	Public Restroom Supplies	2,200	2,200	2,200	
3	30	6215	Repair & Maintenance - Building	6,300	5,000	5,000	
3	30	6220	Repair & Maintenance - Vehicles	2,400	2,000	2,000	
3	30	6225	Repair & Maintenance - Equipment	350	0	200	
3	30	6230	Repair & Maintenance - Infrastructure (routine R&M)	12,000	3,000	10,000	
3	30	6230	Repair & Maintenance - PAVING PARKING LOT ACROSS FROM SPIRIT ROOM	13,750	0	13,750	
3	30	6230	Repair & Maintenance - Street patching	25,000	0	10,000	
3	30	6230	Repair & Maintenance - CENTER/HULL/SCHOOL STREETS	110,000	0	0	
3	30	6230	Repair & Maintenance - Infrastructure (SIDEWALKS)	40,000	0	0	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
3	30	6250	Small Tools & Equipment	500	600	500	
3	30	6255	Street Lights	12,500	12,500	13,000	
3	30	6260	Street Supplies	3,000	5,500	6,000	
3	30	6265	Telephone	200	0	0	
3	30	6280	Uniforms	500	300	300	
3	30	6290	Administration Charge	10,574	10,574	10,581	
3	30	8040	Lease Payments	1,300	300	300	Gannon
Total HURF Expenses				310,794		148,324	
new	new	new	PARKING FUND REVENUE				
3	40		Kiosk revenues			120,000	
3	40		Allowance for additional revenues			30,000	
Total Parking Fund revenues				-		150,000	
new	new	new	PARKING FUND EXPENSES				
3	40	5001	Salaries & Wages (incl longevity)			11,600	
3	40	5010	FICA Match			887	
3	40	5013	Workers Compensation			352	
3	40	5014	Unemployment Insurance			86	
3	40	6185	Miscellaneous			775	
3	40	6188	Credit Card processing fees			27,000	
3	40	6192	Software Maintenance and Support			4,800	
3	40	6195	Operating Supplies			4,000	
3	40	6265	Telephone			1,500	
3	40		Allowance for additional capital purchases			19,000	
3	40		Allowance for additional transfers to utilities and/or public safety budgets			20,000	
3	40		Transfer to Water Budget			30,000	
3	40		Transfer to Sewer Budget			30,000	
Total Parking Fund expenses				-		150,000	
Fire Department P&R Revenue							
4	60	4250	Town Contribution	12,000	12,000	12,000	
4	60	4255	State Pension Contribution	2,500	2,165	2,500	
4	60	4256	Receipts from Retirement Fund	10,000	8,691	10,000	
Total Fire P&R Revenue				24,500		24,500	
Fire Department P&R Expenses							
4	60	6110	Contract Services (Admin Fees)	2,000	2,000	2,000	
4	60	6235	Retirement/Refunds/Distributions	22,500	22,856	22,500	
Total Fire P&R Expenses				24,500		24,500	
Operating Grants Revenue							
5	40	4100	CDBG Housing rehab	360,000		0	
5	40	4067	Police: Bulletproof vest funding	1,400		1,400	
5	40	4067	Police: GOHS Grant	4,000		4,000	DUI/Traffic enforcement
5	40	4066	Police: RICO Revenue	0		5,000	
5	40	4068	Fire: FEMA	80,000		100,000	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21	
5	40	4068	Fire: Firehouse Subs Grant	20,000		20,000	
5	40	4068	Fire: 100 Club grant	5,000		5,000	
5	40	4068	Fire: State Fire School (training)	1,000		1,000	
5	40	4068	Fire: NEAMS funding	4,500		4,500	
5	40	4100	FMI: Water Planning	0		50,000	Carryover
5	40	4100	Grant for community Garden/wall repair	50,000		0	
5	40	4100	USDA SEARCH grant (WWTP engineering)	0		30,000	
5	40	4100	MISCELLANEOUS grants	100,000		100,000	
5	40	4100	Yavapai County Storm Drainage/Flood Control	30,000		90,000	
Total Operating Grants Revenues				655,900		410,900	
Operating Grants Expenses							
5	40		CDBG Housing rehab	360,000		0	
5	40		Police: Bulletproof vest funding	1,400		1,400	
5	40		Police: GOHS Grant	4,000		4,000	DUI/Traffic enforcement
5	40		Police: RICO Revenue	0		5,000	
5	40		Fire: FEMA	80,000		100,000	
5	40		Fire: Firehouse Subs Grant	20,000		20,000	
5	40		Fire: 100 Club grant	5,000		5,000	
5	40		Fire: State Fire School (training)	1,000		1,000	
5	40		Fire: NEAMS funding	4,500		4,500	
5	40		FMI: Water Planning	0		50,000	Carryover
5	40		Grant for community Garden/wall repair	50,000		0	
5	40		USDA SEARCH grant (WWTP engineering)	0		30,000	
5	40		Use of MISCELLANEOUS grants	100,000		100,000	
5	40		Yavapai County Storm Drainage/Flood Control	30,000		90,000	
Total Operating Grants Expenses				655,900		410,900	
Capital Grants Revenue							
5	40	4100	CDBG Guaranteed DUNDEE Waterline	0		359,170	
5	40	4100	CDBG Competitive Center Avenue	0		500,000	
			HURF Exchange funding - Drainage Project design	0		200,000	
6	70	4105	Yavapai Apache Nation Gaming Donation	18,000		36,000	\$18K carryover
		4105	Freeport McMoRan - Social Investment 2015 (School Street access)	31,000		31,000	Carryover
		4105	Freeport-McMoRan - Social Investment 2020 (School Street access)	30,000		30,000	Carryover
		4105	Freeport-McMoRan - Social Investment 2021 (tba)			30,000	
		4105	USDA Rural Development 2018 - Hotel Jerome windows	56,500		56,500	
6	70	4100	Brownfields grant: Lead Paint Abatement (Hotel Jerome)	105,000		0	
			ADEQ Brownfields: Hotel Jerome window removal	0		20,000	
		4105	Grant for Healthcare Clinic	50,000		50,000	
		4105	Miscellaneous Capital Grants	200,000		250,000	
Total Capital Grants Revenue				490,500		1,562,670	
Capital Grants Expenses							
5	40		CDBG Guaranteed DUNDEE Waterline	0		359,170	
5	40		CDBG Competitive Center Avenue	0		500,000	
			HURF Exchange funding - Drainage Project design	0		200,000	
6	70		Yavapai Apache Nation Gaming Donation	18,000		36,000	\$18K carryover
			Freeport McMoRan - Social Investment 2015 (School Street access)	31,000		31,000	Carryover

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	Estimated thru 6/30/20	PROPOSED 2020-21	
			Freeport-McMoRan - Social Investment 2020 (School Street access)	30,000		30,000	Carryover
			Freeport-McMoRan - Social Investment 2021 (tba)			30,000	
			USDA Rural Development 2018 - Hotel Jerome windows	56,500		56,500	
6	70		Brownfields grant: Lead Paint Abatement (Hotel Jerome)	105,000		0	
			ADEQ Brownfields: Hotel Jerome window removal	0		20,000	
			Grant for Healthcare Clinic	50,000		50,000	
			Miscellaneous Capital Grants	200,000		250,000	
Total Capital Grants Expenses				490,500		1,562,670	
Capital Fund Revenues							
9	57	4900	Contribution from Sanitation Account	5,000	5,000	5,000	
9	57	4520	CARRYOVER Capital Fund	40,000	40,000	45,000	
Total Capital Fund Revenues				45,000		50,000	
Capital Fund Expenses							
9	57	7025	Downpayment on new garbage truck	45,000	45,000	50,000	
Total Capital Fund Expenses				45,000		50,000	
General Fund Contingencies Revenue							
7	25	4295	Excess City Sales Tax	100,000		400,000	
		4295	Sale or Lease of Real Property	1,000,000		1,000,000	
		4295	Additional Library Donations	2,000		2,500	
		4295	Budgeted fund balance	137,000		40,000	
7	25	4090	Excess Wildlands Fire Fees	50,000		80,000	
7	25	4285	Excess Parking Revenue	50,000		80,000	
Total General Fund contingency revenues				1,339,000		1,602,500	
General Fund Contingencies Expenses							
7	25	6295	Use of fund balance for additional GRANT MATCH - CDBG Center Avenue	-		236,000	
7	25	6295	Use of proceeds from Sale or Lease of Real Property	1,000,000		1,000,000	
		6295	Use of additional library donations	2,000		2,500	
		6295	Purchase of golf cart or ATV for administration	3,000		3,500	
		6295	Use of Fund Balance for Grant match - FEMA	4,000		-	
		6295	Use of Fund Balance to TRANSFER TO UTILITY FUND CONTINGENCIES	130,000		-	
		6295	Repairs to steps (Old Town Hall and Parade steps)	30,000		25,000	
		6295	Repair to rock wall below School Street	-		50,000	
		6295	Hampshire Avenue sidewalk repairs	-		40,000	
		6295	Purchase of flatbed truck	-		50,000	
		6295	Use of excess city sales tax for other purposes	70,000		35,500	
7	25	6276	Use of Excess Wildlands Fire Fees	50,000		80,000	
7	25	6285	Use of excess Parking Revenue	50,000		80,000	
Total General Fund contingency expenses				1,339,000		1,602,500	
Utilities Fund Contingencies Revenue							
8	55	4295	Water connection fees	10,000		10,000	
			Transfer from GENERAL FUND BALANCE	130,000		-	
			Sewer connection fees	11,000		11,000	
			Design Bridge Loan (Wastewater Engineering Phase Two, if needed)	-		100,000	

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

				ADOPTED 2019-20	Estimated thru 6/30/20	PROPOSED 2020-21
Total Utilities Fund contingency revenues				151,000		121,000
8	55	6295	Utilities Fund Contingencies Expenses			
			Replacement of water line, hydrants and regulator - DUNDEE AVE	130,000		-
			Wastewater engineering (Phase Two if needed)			100,000
			Use of proceeds from Water connection fees	10,000		10,000
			Use of proceeds from Sewer connection fees	11,000		11,000
Total Utilities Fund contingency expenses				151,000		121,000
RECAP:						
REVENUES:						
			General Government	1,930,395		1,619,950
			Magistrate Court	65,000		72,000
			Police Department	28,100		22,000
			Fire Department	128,500		118,000
			Library	29,115		29,615
			Planning & Zoning	9,000		8,000
			Properties	199,407		74,407
Total General Fund Revenues				2,389,517		1,943,972
			Water Department	350,000		271,000
			Sewer	283,100		255,500
			Sanitation	207,500		205,000
Total Utilities Fund Revenues				840,600		731,500
			HURF	310,794		
Total HURF Fund Revenue				310,794		148,324
			Parking			150,000
Total Parking Fund Revenue						150,000
			Fire Dep't. P & R Fund	24,500		
Total Fire Dept P&R Fund Revenue				24,500		24,500
			Operating Grant Fund	655,900		
Total Operating Grant Fund Revenue				655,900		410,900
			Capital Grant Fund	490,500		
Total Capital Grant Fund Revenue				490,500		1,562,670
			General Fund Contingencies	1,339,000		
Total General Fund Contingencies Revenue				1,339,000		1,602,500
			Utilities Fund Contingencies	151,000		
Total Utilities Fund Contingencies Revenue				151,000		121,000

TOWN OF JEROME
BUDGET WORKSHEET
2020-21

	ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21
Capital Fund	45,000		
Total Capital Fund Revenue	45,000		50,000
Revenue Totals	6,246,811		6,745,366
EXPENSES:			
General Government	767,771		486,984
Magistrate Court	81,658		87,432
Police Department	511,338		567,116
Fire Department	382,832		378,164
Library	95,093		95,724
Planning & Zoning	106,269		105,596
Parks	69,824		18,094
Properties	374,732		204,862
(Rounding adjustment)			
Total General Fund Expenses	2,389,517		1,943,972
Water Department	350,000		271,000
Sewer	283,100		255,500
Sanitation	207,500		205,000
Total Utilities Fund Expenses	840,600		731,500
HURF	310,794		148,324
Total HURF Fund Expenses	310,794		148,324
Parking			150,000
Total Parking Fund Expenses			150,000
Fire Dep't. P & R Fund	24,500		24,500
Total Fire Dept P&R Expenses	24,500		24,500
Operating Grant Fund	655,900		410,900
Total Operating Grant Fund Expenses	655,900		410,900
Capital Grant Fund	490,500		1,562,670
Total Capital Grant Fund Expenses	490,500		1,562,670
General Fund Contingencies	1,339,000		1,602,500
Total General Fund Contingencies Expenses	1,339,000		1,602,500
Utilities Fund Contingencies	151,000		121,000
Total Utilities Fund Contingencies Expenses	151,000		121,000
Capital Fund	45,000		50,000
Total Capital Fund Expenses	45,000		50,000

TOWN OF JEROME
 BUDGET WORKSHEET
 2020-21

			ADOPTED 2019-20	<i>Estimated thru 6/30/20</i>	PROPOSED 2020-21
		Expense Totals	6,246,811		6,745,366
		Budget (Deficit) excess	-		
		(Deficit)/excess by fund:			
		<i>General Fund</i>	-		
		<i>Utilities Fund</i>	-		
		<i>HURF Special Revenue Fund</i>	-		
		<i>Parking Special Revenue Fund</i>	-		
		<i>Fire Dept P&R Fiduciary Fund</i>	-		
		<i>Operating Grants Fund</i>	-		
		<i>Capital Grants Fund</i>	-		
		<i>General Fund Contingencies</i>	-		
		<i>Utilities Fund Contingencies</i>	-		
		<i>Capital Fund</i>	-		
		Total	-		

FUND BALANCE RECAP:

UNRESTRICTED general fund balance @ 7/1/19, per audited financial statements	\$907,786
Less: Anticipated deficit FY20	(\$180,000)
NET ESTIMATED UNRESTRICTED FUND BALANCE @ 7/1/18	\$727,786

2019-20 GENERAL FUND OPERATING EXPENSES (per draft): net of capital projects and subsidies to other funds	1,943,972
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FUND BALANCE PERCENTAGE	37.44%
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Minimum fund balance per Financial Operations Manual adopted by Council: 25% of general fund operating expenses	\$485,993
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Potentially available for use*	\$241,793
Used in this draft (excluding contingencies)	(\$239,000)

General Fund Balance remaining available for use	\$2,793
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<i>Total General fund balance remaining</i>	<i>\$488,786</i>
<i>Percentage of GF operating expenses</i>	<i>25.1%</i>

Utilities Fund Balance @ 7/1/19	\$96,407
Plus: Anticipated surplus FY19	\$125,000
TOTAL ESTIMATED UTILITIES FUND BALANCE @ 7/1/19	\$221,407

Utilized in this draft	124,000
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Utilities Fund Balance remaining for use	\$97,407
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