

MINUTES OF THE HUACHUCA CITY TOWN COUNCIL WORK SESSION

HELD ON TUESDAY, FEBRUARY 12, 2019 AT 6:30PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,
AZ 85616

AGENDA

A. Call to Order

Mayor

The meeting was called to order at 6:35pm by Mayor Wallace. The Pledge of Allegiance was led by Mayor Wallace.

Roll Call.

Present: Johann Wallace, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg,

Matthew Williams (Not voting), Jennifer Fuller (Not voting).

Excused: Wait Welsch.

B. Call to the Public

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and mariner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

There were no public comments.

C. Business before the Council

C.1 Discussion Only [Councilmember Welsch]: Review of Fiscal Year 2018-19 Budget, First and Second Quarters Expenditures and Payment Approval Reports.

Motion: Item C.1, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Cynthia Butterworth.

There is a question regarding Professional Services and how they are split between departments. Currently, items such as Attorney Fees, Audit and Insurance are split equally among the departments.

Mayor Pro Tem Johnson commented that the Council receives this information every two weeks. If a council member has questions that is their time to ask. But when the Council votes to approve it, it's approved.

Mayor Wallace answered that is it always in our best interest to go through the report; every council member should be going through the items.

There was discussion regarding breaking out the audit by percentage of budget and breaking out attorney fees by what department the attorney did the work for. Insurance could be divided by what vehicles are assigned to what department, although that would be a bit more difficult because of valuation and liability.

The pool and Summer Splash are not charged because they are only operating 2 months of the year.

The library, while it may appear to not be paying insurance, in fact is paying insurance out of the Maintenance and Supplies line item; because there is no insurance line item in the library budget. This is an oversight that will be corrected at the next budget.

The insurance for the buses will go down because the liability has decreased.

Mayor Wallace advised this is an ongoing process and it is better than it has been in the past. We can identify things that we can change for the next budget.

There was no further discussion.

D. Adjournment

Motion: Adjourn meeting, Action: Adjourn, Moved by Johann Wallace, Seconded by Christy

Motion passed unanimously

Meeting adjourned at 7:27pm.

Approved by Mayor Wallace on February 28, 2019

		Johann Wallace, Mayor
st:		
	Jennifer A. Fuller, Town Clerk	

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Work Session for the Huachuca City Town Council held on February 12, 2019. I further certify that the meeting was duly called and a quorum was present.

Jennifer A. Fuller, Town Clerk



MINUTES OF THE HUACHUCA CITY TOWN COUNCIL PUBLIC HEARING

HELD ON THURSDAY, FEBRUARY 14, 2019 AT 6:00PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,
AZ 85616

AGENDA

A. Call to Order

Mayor

The meeting was called to order at 6:00pm by Mayor Wallace. The Pledge of Allegiance was led by Mayor Wallace.

Rolf Call.

Present: Johann Wallace, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg,

Matthew Williams (Not voting), Jennifer Fuller (Not voting).

Excused: Walt Welsch.

Also Present: Kevin Burnet from §

B. Call to the Public

Jack Johnson and Susan Johnson both spoke in favor of raising the water and wastewater

C. Business before the Council

C.1 Public Hearing – All persons are invited to appear and comment in support of, or opposition to the proposed rate increases for Water and Wastewater (Sewer) fees and related fees.

More information for this item can be found on the Town's website.

Kevin Burnett from Willdan addressed the Council and public in attendance, giving them a review of the results from the study and the rate adjustments necessary to allow the enterprise funds become self-sustaining and also invest for future improvements.

Mayor Wallace allowed for more public comment after the presentation.

Darlene Neiman, Jack Johnson, Laurence Dawson and Stu Jantzen all spoke in favor of the rate increase. Cherry Rachel and Randy Keeling both spoke in opposition of the rate increase. Ophelia Salaiz asked a question.

There were no more comments.

Motion: Close public hearing, **Action:** Close, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

D. <u>Adje</u>	<u>ournment</u>	
	Motion: Adjourn meeting, Action: Adjourn,	Moved by Johann Wallace, Seconded by Christy
	Hirshberg .	
	Motion passed unanimously.	
	Meeting adjourned at 6:55pm.	
Approve	ed by Mayor Wallace on February 28, 2019	
		710
		Johann Wallace, Mayor
Attest:		- Committee of
	Jennifer A. Fuller, Town Clerk	A. A.
Seal:		
	No. of the last of	
Certifica	ation	
		A
hereby	certify that the foregoing is a true and correct of	opy of the Minutes of the Public Hearing for the
Huachu	ca City Town Council held on February 14 2019.	further certify that the meeting was duly called
and a qu	uorum was present	
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		/
		Jennifer A. Fuller, Town Clerk



MINUTES OF THE HUACHUCA CITY TOWN COUNCIL MEETING HELD

THURSDAY, FEBRUARY 14, 2019 AT 7:00PM HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY, AZ 85616

AGENDA

A. Call to Order

Mayor

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- Invocation

Any prayer/invocation that may be offered before the start of regular Council pusiness shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

The meeting was called to order at 7:11pm. The Pledge of Allegiance was led by Mayor Wallace. Roll Call.

Present: Johann Wallace, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Matthew Williams (Not voting), Jennifer Fuller (Not voting), Thomas Benavidez, Attorney (Not voting).

Excused: Walt Welsch.

The invocation was offered by Elder James Thomas.

B. Call to the Public

Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

There were no public comments offered.

C. Consent Agenda

Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an Item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1 Consider approval of the minutes of the work session; held on January 24, 2019.
- C.2 Consider approval of the minutes of the regular meeting held on January 24, 2019
- C.3 Consider approval of the minutes of the Special Meeting held on February 5, 2019.
- C.4 Consider approval of the Invoice Payment Approval Report in the amount of \$ 108,676.71

Motion: approve and accept the items on the Consent Agenda, Moved by Johann Wallace (Christy Hirshberg advised she would abstain from the vote for item C.1, due to her absence), seconded by Donna Johnson.

Item C.1: Vote: Motion passed (summary: Yes = 4, No = 0, Abstain = 1).
Yes: Johann Wallace, Donna Johnson, Joy Banks, Cynthia Butterworth.

Abstain: Christy Hirshberg. **Excused:** Walt Welsch.

Items C.2-C.4: Motion passed unanimously.

D. Unfinished Business before the Council

Mayor

Public comment will be taken at the beginning of each agenda Item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

- D.1 Discussion and/or Action [Councilor Welsch]: Consideration of using participating council members' stipends to help fund the Huachuca City Transit.
- D.2 Discussion and/or Action [Councilor Welsch]: Discussion of the current use of the surplus funds, including a review of past authorizations and direction for future use.

These items were Councilmember Welsch's items. As he was not present, Mayor Wallace asked the Council in general if they wanted to address them or move on. The consensus was to move on. There was no motion to postpone the items.

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E.1 Discussion and/or Action [Manager Williams]: Proposed increases for Water and Wastewater (Sewer) services, including all rates, fees and related charges. More information for this item can be found on the Town's website and in items E2 and E3, below.

Motion: Item E.1, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Donna Johnson.

Motion: proposed increases for rates and fees, Action: Approve, Moved by Johann Wallace, Seconded by Donna Johnson.

Motion passed unanimously.

E.2 Discussion and/or Action [Mayor Wallace]: Second Required Reading and Adoption of Ordinance 2019-08, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 13 "WATER," CHAPTER 13.05 "WATER SYSTEM ADMINISTRATION," SECTION 13.05.010 "MANAGEMENT OF WATER SYSTEM;" CHAPTER 13.10 "APPLICATION FOR SERVICE," SECTION 13.10.010 "APPLICATION FOR WATER," SECTION 13.10.030 "VIOLATION OF APPLICATION PROVISIONS;" CHAPTER 13.15 "DEPOSIT," SECTION 13.15.010 "DEPOSIT REQUIRED;" "CHAPTER 13.20 "DISCONTINUANCE OF SERVICE;" "CHAPTER 13.25 "RATES AND BILLS," SECTION 13.25.050 "TURN OFFS AND TURN ONS;" AND "CHAPTER 13.30 "METERS," SECTION 13.30.050 "WATER METER INSTALLATION FEE SCHEDULE," SECTION 13.30.070 "INTERFERENCE BY DOGS," SECTION 13.30.080 "SPECIAL METER READING," AND SECTION 13.30.090 "METER TESTS," TO INCREASE RATES, FEES AND DEPOSITS FOR RESIDENTIAL AND COMMERCIAL WATER SERVICE, AND TO ESTABLISH PENALTIES FOR METER TAMPERING AND THEFT OF SERVICE.

Motion: Item E.2, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion: Ordinance 2019-08, **Action:** Adopt, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion passed unanimously.

E.3 Discussion and/or Action [Mayor Wallace] Second Required Reading and Adoption of Ordinance 2019-09, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 14 "SEWERS," CHAPTER 14.10 "RULES AND REGULATIONS," SECTION 14.10.020 "GUARANTEE DEPOSIT," AND SECTION 14.10.030 "MINIMUM CHARGES, TAXES AND RATES," AND CHAPTER 14.20 "DEPARTMENT AND CONSUMER RESPONSIBILITIES," SECTION 14.20.010 "SEWER DEPARTMENT RESPONSIBILITIES AND LIABILITIES" TO INCREASE RATES, FEES AND DEPOSITS FOR RESIDENTIAL AND COMMERCIAL SEWER SERVICE.

Motion: Item E.3, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion: Ordinance 2019-09, Action: Adopt Moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion passed unanimously.

E.4 Discussion and/or Action [Manager Williams]: Consider adoption of Resolution 2019-08, A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH TOMBSTONE UNIFIED SCHOOL DISTRICT #1 TO RESOLVE AN EASEMENT DISPUTE.

Motion: Item E.4, Action: Open for Discussion and on Action, Moved by Johann Wallace, Seconded by Donna Johnson.

Town Manager Matthew Williams addressed the Council and public in attendance, advising the Council of the property in question. The Town will trade the water credits to the school district in exchange for an updated easement.

Motion: Resolution 2019-08, Action: Adopt, Moved by Johann Wallace, Seconded by Donna Johnson.

Motion passed unanimously.

E.5 Discussion only [Mayor Wallace]: Presentation of a letter thanking the Huachuca City Police Dispatchers for their years of service.

Motion: Item E.5, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Cynthia Butterworth.

Mayor Wallace read the letter thanking the dispatchers for their years of service to the Town.

No Council vote or action required.

E.6 Discussion and/or Action [Chief Thies]: Consider approval of a Memorandum of Understanding (MOU) between the Huachuca City Police Department and the Arizona Rangers.

This item was postponed at Chief Thies' request.

E.7 Discussion and/or Action [Mayor Wallace]: Staff direction to apply for grant funding for the Huachuca City Transit.

Motion: Item E.7, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Town Clerk Jennifer Fuller addressed the Council and public in attendance, advising of the results of her last meeting with SEAGO. As SEAGO advised there is virtually no chance of the own being funded under the 5310 program, it will suit the lown much better to attempt to obtain funding through the 5311 program.

Motion: address the deficiencies and move forward in pursuit of 3311 grant funding, Action: Direct Staff, Moved by Johann Wallace, Seconded by Cynthia Butterworth.

Motion passed unanimously.

E.8 Discussion Only [Mayor Wallace]. Black Friday as a paid holiday for staff.

Motion: Item E.8; Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Christy Hirshberg.

73% of the incorporated cities and towns in Arizona recognize the Friday after Thanksgiving as a paid holiday.

No Council vote or action required.

E.9 Discussion and/or Action [Mayor Wallace]: Consider adoption of Resolution 2019-09, A
RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA,
AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE
CITY OF SIERRA VISTA FOR HUMAN RESOURCES SERVICES.

Motion: Item E.9, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Donna Johnson.

Motion: Resolution 2019-09, **Action:** Adopt, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion passed unanimously.

F. Reports of Current Events by Council

Mayor Pro Tem Johnson recognized Chief Thies for his hard work last week; there were two motor vehicle accidents at the same time and he was the only law enforcement on scene, running back and forth until additional units arrived.

Mayor Wallace advised he would be attending the SEAGO Executive meeting soon. He also received a letter from FEMA addressing the floodplain in Huachuca City. Dr. Johnson has been working 2 long years on this project and, if the result is in Huachuca City's favor, could be a great help to the citizen of Huachuca City, especially in the lower city.

G.	G. Items to be placed on future agendas Huachuca City Police and Sierra Vista Rangers MOU.	
H.	H. Adjournment Motion: Adjourn meeting, Action: Adjourn, Moved by Johann Hirshberg. Motion passed unanimously	n Wallace, Seconded by Christy
	Meeting was adjourned at 7:58pm	
App	Approved by Mayor Wallace on February 28, 2019	
	The state of the s	nn Wallace, Mayor
Att	Jennifer A. Fuller, Town Clerk	
Sea	Seal:	
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Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on February 14, 2019. I further certify that the meeting was duly called and a quorum was present.

Jennifer A. Fuiler, Town Clerk

Page: 1 Feb 26, 2019 03:44PM

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid involces included.

Vandor Name	Invoice Number	Description	invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1022500							
Cigna Healthcare (FACETS Plans	EFT02202019	Employee Health Insurance	02/20/2019	11,521.06	11,521.08	02/26/2019	
Total 1022500:				11,521.08	11,521.06		
1022510							
Principal Life Insurance Co	1060791/02152	employee benefit	02/15/2019	708.48	.00		
Sun Life Financial	900791/021320	employee dental	02/13/2019	10.27	.00		
Sun Life Financial	900791/021320	administrative fee	02/13/2019	10.00	.00		
Total 1022510:				728.75	.00		
022520							
AFLAC	626142	Payroll Deduction	02/25/2019	523.60	.00		
Total 1022520:				523.60	.00		
022540 Vision Service Plan	00400040						
AIRICH GRIAICH FIEIL	02182019	Vision ins./30 049730 0001	02/18/2019	138.50	.00.		
Total 1022540:			13	138.50	.00		
)22700	A4848881888						
Legal Shleid	0104832/02202	employee benefit	02/20/2019	15.95	.00		
Total 1022700;				15.95	.00		
242110							
laymore & Forsberg CPA	2715	Accounting Services	02/01/2019	295.48	295.48	02/13/2019	
Total 1042110:				295.48	295.48		
043360							
Z Department of Corrections	•	Inmate Labor	02/22/2019	10.80	.00		
laymore & Foreberg CPA	2715	Accounting Services	02/01/2019	295.46	295.46	02/13/2019	
Total 1043380:			× 1	306.26	295.46		
43440 17 17 17 17 17 17			and the same	este i			
Purchase Power	1630/02172019	Postage	02/17/2019	504.25	.00		
Total 1043440:				504.25	.00		
43476							
leet Services	57888997	fuel expense	02/15/2019	98.20	.00		
Total 1043475:				98.20	.00		
43480			-				
lark Information Systems	120467	Internet Service	02/25/2019	89.95	.00		
Vells Fargo Remittance Center	E01007GM6S	Email	01/29/2019	103.32	103.32		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	
Total 1043480:				193.27	103.32			
1043500								
Cochise Floor Covering	902544	Repair Bathroom At Town Half	02/11/2019	405.40	.00			
Total 1043500:				405.40	.00			
1043610 Reliable Safety, LLC	1020	Fire Extinguishers Annual Service	02/12/2019	48.00	.00			
Total 1043810:				48.00	.00			
1043660								
Wells Fargo Remittance Center Wells Fargo Remittance Center	02012019 1048587	AZCMA Conference Hotal Town M Lunch W/Pat Call	02/01/2019 02/05/2019	276.22 34.00	278.22 34.00	02/14/2019 02/14/2019		
Total 1043880:				310.22	310.22			
1048101								
Sentinel Technologies, Inc.	M358708	IT-Managed Services Agreement	02/20/2019	2,871.50	.00			
Total 1048101:			5	2,871.50	.00			
1048275 Vertzon Wireless	9823685849	cell phones	02/07/2019	1,635.65	.00			
Total 1048275:			18	1,635.85	.00			
1048840	000700004	0						
Hewlett-Packard Financial Service	900592204	Computer	02/16/2019	683.75	.00			
Total 1048840:			3	683.76	.00			
1051230 Haymore & Foreberg CPA	2715	Accounting Services	02/01/2019	295.48	295.46	02/13/2019		
Total 1051230:				295.46	295.46			
1051271		\$. 1 . (h.2)	West -					4 464
CenturyLink	02072019	Phone Service	02/07/2019	326.10	326.10	02/19/2019		
Total 1051271;				326.10	326.10			in the
1051290								
Wells Fargo Remittance Center	797316	Phone in Police Lobby	01/18/2019	182.80	182.80	02/14/2019		
Total 1051290:				182.80	182,80			
1051360 AZ Department of Corrections	D08106201902	Inmate Labor	02/22/2019	10.80	.00			
Total 1051360:				10.80	.00			
)51365 Shred-It USA	8129819131	monthly shred service	02/15/2019	91,97	.00			

			Troport dates. 27 10/2014	-220/2010			LAD	20, 2019 033
	Vendor Name	Invoice Number	Description	Invoice Date	Net Involce Amount	Amount Paid	Date Paid	Voided
	Total 1051365:				91.97	.00	-	
1051	400							
	I, INC.	8018390	Ethanol Gas Standard, Liter Tank	11/19/2018	180.28	00		
	artSign	RTS-153231	Signs: No Passing, Wrong Way, S	01/16/2019	2.441.25	.00. 00.		
	lable Safety, LLC	1020	Fire Extinguishers Annual Service	02/12/2019	40.00	.00.		
	whead Forensics	113437	Forensic Blood Alcohol Test Kit, C	02/19/2019	128.94	.00		
	Total 1051460:				2,770.45	.00		
1051	478							
	t Services	5788B997	fuel expense	02/15/2019	782.95	.00		
	Total 1051475:				782.95	.00		
1051								
Wel	ls Fargo Remittance Center	E01007GM6S	Email	01/29/2019	130.23	130,23	02/14/2019	
	Total 1051480;				130.23	130.23		
10616 Ante	500 Nope Run Electric, Inc.	11631	Install Exit/Emergency Lights	02/13/2019	1,892.50	.00		
		11001	mount may mind gottoy militar	02102010				
	Total 1051500:				1,892.50	.00		
. J61 7 Cop	706 ygraphix	24237452	Copy Machine Lease/Police Dept	02/08/2019	385.60	385.50	02/19/2019	
	Total 1051705:				385.50	385.50		
10521	140							
	more & Forsberg CPA	2715	Accounting Services	02/01/2019	295.48	295,46	02/13/2019	
	Total 1052140:				295.48	295.48		
10523	160							
AZD	separtment of Corrections	D06106201902	Inmate Labor	02/22/2019	43.20	.00	į.	1000
	Total 1052360:		(1)		43.20	.00	4.	\$4.K1
10524	75							
Fleet	Services	57888997	fuel expense	02/15/2019	67.22	.00		Witchell
	Total 1052475:				67.22	.00		
10524	80							
	Fargo Remittance Center	E01007GM6\$	Email	01/29/2019	25.83	25.83	02/14/2019	
	BWorld Network, Corp	14551414-053	Internet Services	02/25/2019	64,86	.00		
	Total 1052480:				90.69	25,63		
10534	80							
	3 Fargo Remittance Center	E01007GM6S	Email	01/29/2019	8,61	8.61	02/14/2019	
	Total 1053480:				8.61	8.61		

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		- Tope Coulon Divisor				ren_z	D, 2019 03.77
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1054300							
Haymore & Forsberg CPA	2715	Accounting Services	02/01/2019	295.48	295,48	02/13/2019	
Total 1054300:				295.46	295.48	E	
1054760 International Code Council, In	3220502	Membership	02/19/2019	325.00	.00		
Total 1054760:				325.00	.00		
1057360						1	
AZ Department of Corrections Haymore & Forsberg CPA	D08108201902 2715	Inmate Labor Accounting Services	02/22/2019 02/01/2019	43.20 295.45	.00 295.45	02/13/2019	
Total 1057360:				338.05	295.45		
1057460 Phoenix Welding Supply Co.	RN11183220	Offender Floatel	44 ha ma4a	40.00			
Reliable Safety, LLC	1020	Cylinder Rental Fire Extinguishers Annual Service	11/30/2018 02/12/2019	12.9 6 121.00	12,96 .00	02/14/2019	
Total 1057480:				133.98	12.96		
1958270 CenturyLink	02072019	Phone Service	02/07/2019	61,90	51.90	02/19/2019	
Total 1058270:				51.90	51.90		
1062271			2				
CenturyLink	02072019	Phone Service	02/07/2019	115.49	115.49	02/19/2019	
Total 1082271:				115.49	115.49		
1062360							
Haymore & Forsberg CPA	2715	Accounting Services	02/01/2019	295,45	295.46	02/13/2019	
Total 1062360:				295.45	295.45		
1062386 AZ Department of Corrections	D08106201902	Inmate Labor	02/22/2019	21.60	.001	1 ₂ 1 31	4 4 4
Total 1062366:	+-			21.60	.00		
1062460							
Reliable Safety, LLC	10207	Fire Extinguishers Annual Service	02/12/2019	24.00	160	1335-	संस्थातीये । १००
Total 1062460:				24.00	.00		
1062480 Wells Fargo Remittance Center	E01007GM6S	Email	01/29/2019	17.22	17.22	02/14/2019	
Total 1082480:			,	17.22	17.22		
1062481			-				
Clark Information Systems	120466	Internet Service	02/25/2019	94,95	.00		
			-				

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Peid	Date Paid	Voide
1062705	54900004	Constitution I area li livera					
Copygraphix	24308801	Copy Machine Lease/Library	02/20/2019	512.09	.00	-	
Total 1062705:				512.09	.00.	=	
1068140 Haymore & Forsberg CPA	2715	Accounting Services	02/01/2019	295,45	295.45	20/10/2010	
Reliable Safety, LLC	1020	Fire Extinguishers Annual Service	02/12/2019	32.00	.00		
Total 1088140:				327.45	295.45		
068271							
CenturyLink	02072019	Phone Service	02/07/2019	53.32	53.32	02/19/2019	
Total 1068271:				53.32	53.32		
121350 Richard Davis	2104011/02202	Water Deposit Refund	02/20/2019	8.51	.00		
Total 5121350:		/	0000000				
1000 012 (300,				8.51	.00		
140110 Cintas Corporation No. 445	4549544490	Halfama and Parist Laboration	4.000.000				
Cintas Corporation No. 445	4013541162 4016820544	Uniform and Rentals/Public Works Uniform and Rentals/Public Works	12/12/2018	95.55	.00		
Cintas Corporation No. 445	4015990922	Uniform and Rentals/Public Works	02/13/2019 02/20/2019	93.69 86.88	.00. 00.		
Total 5140110:				278.12	.00		
140360							
AZ Department of Corrections Haymore & Forsberg CPA	D08106201902 2715	Inmate Labor Accounting Services	02/22/2019 02/01/2019	43.20 295.45	.00 295,45	02/13/2019	
Total 5140380:		•	-	338.66		02 10/2010	
				330.00	295.45		
140440 Purchase Power	1630/02172019	Postage	02/17/2019	504.25	.00		
Total 5140440:				504.25	.00		
140460		E i		E 10	ĥ	-	
Ferguson Waterworks #3083	0351673	Couplers, Pipe To Repair Seminal	02/12/2019	358.12	.00		
Total 5140480:				358.12	.00		
	partition of	w 1		A THEFT	i.		***
49475 Teet Services	57888997	fuel expense	02/45/0040	402.00	00		
Senergy Petroleum LLC	514621	Diese! #2	02/15/2019 02/14/2019	423.99 388.29	.00.		
energy Petroleum LLC	516428	Diesei #2	02/20/2019	195.39	.00.		
Total 5140475:				1,007.67	.00		
40480			-				
Vells Fargo Remittance Center	E01007GM6S	Email	01/29/2019	8.61	8.61	02/14/2019	
Total 5140480:			-	8.61	8.61		
			-		3.01		

Vendor Name	invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5140510 Turner Laboratories, Inc	19B0326	Ground Water Test	02/21/2019	120.00	.00		
YL Technology, LLC	32401	Sampling Fee	02/21/2019	92.00	.00		
Total 5140510:				212.00	.00		
140610 Wells Fargo Remittance Center	253	Chemical Injector, Valve, Pulsafee	01/26/2019	814.51	814.51	02/14/2019	
Total 5140610;				814.51	814.51		
121350 Andrea M Latuilppe	1002472/02192	Sewer Deposit Refund	02/19/2019	10.36	.00		
Total 5221360:				10.38	.00		
240380	_						
AZ Department of Corrections	D08108201902	Inmete Labor	02/22/2019	43.20	.00.		
Total 5240360:				43.20	.00		
240470 Vells Fargo Remittance Center	1682990	Tires For PW5 Dump Truck	01/30/2019	1,960,21	1,960.21	02/14/2019	
Total 5240470:				1,980.21	1,980.21		
40476							
ienergy Petroleum LLC ienergy Petroleum LLC	514621 516426	Diesel #2 Diesel #2	02/14/2019 02/20/2019	368.29 195.39	.00 .00		
Total 5240475:				583.68	.00		
40650							
symore & Forsberg CPA	2715	Accounting Services	02/01/2019	295.45	295.45	02/13/2019	
Total 5240850:				295.45	295.45		
40110							
Intas Corporation No. 445 Intas Corporation No. 445		Uniform and Rentals/Landfill	12/12/2018	121.23		14.1	
Intas Corporation No. 445	4016820544 4016990922	Uniform and Rentals/Landfill Uniform and Rentals/Landfill	02/13/2019	76.48 6.44	.00. 00.		
Total 5540110:		The state of the s	022072010				
TOTAL CONTINUE	15.0m	i .		204.15	.00		
40340 enturyLink	02072019	Phone Service	02/07/2019	93 34	92.94	00/40/0040	
Total 5540340:	02072018	FIIONS GENICE	02/07/2019	83.31	83.31	02/19/2019	
				83,31	83.31		
10380							
Z Department of Corrections	D08108201902	Inmate Labor	02/22/2019	108.00	.00.		
Total 5540360:				108.00	.00.		
10460							
ce Hardware	162523/1	Clips	02/13/2019	77.71	77.71	02/13/2019	
lerie's Automotive Supply	16271180	Plugs, Bulbs	02/08/2019	18.22	18.22	02/13/2019	

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Pald	Date Paid	Volded
Merie's Automotive Supply	16272279	Filters	02/16/2019	98.04	.00		
Northern Tool & Equipment	42055750	Nozzie, Swivel	02/12/2019	102.98	102.98	02/13/2019	
Wist Office Products	1847512	Supplies	02/05/2019	143.21	.00		
Wist Office Products	1849481	Toner	02/08/2019	26,05	.00		
Wist Office Products	1849861	Toner	02/28/2019	193,41	.00		
Phoenix Welding Supply Co.	SV102037	Round Stocks & Tips	02/13/2019	50.04	50.04	02/14/2019	
Phoenix Welding Supply Co.	SV102089	Oxygen Tank & Blade	02/16/2019	48.92	.00		
Total 5540480:				758.58	248.95		
5540475							
Fleet Services	57888997	fuel expense	02/15/2019	79.86	.00		
Senergy Petroleum LLC	514821	Red Dyed Diesel #2	02/14/2019	1,541.37	.00		
Senergy Petrojeum LLC	516426	Red Dyed Diesel #2	02/20/2019	514.47	.00		
Total 5540475:				2,135.70	.00		
5540480							
Wells Fargo Remittance Center	E01007GM68	Email	01/29/2019	17.22	17.22	02/14/2019	
TransWorld Network, Corp	14549349-052	Internet Services	02/22/2019	48.86	.00		
Total 5540480:				86.08	17.22		
6540610							
Empire Southwest, LLC	3167079	623F Repair Transmission	01/22/2019	2,780.00	2,760,00	02/14/2019	
Empire Southwest, LLC	EMRA0020373	Rental 613 Scraper	02/21/2019	5,859.68	.00		
Wells Fargo Remittance Center	INV122241	32" Reacher To Pick Up Trash	01/24/2019	208.68	208.66	02/14/2019	
Senergy Petroleum LLC	514318	Victory Blue Def	02/14/2019	49.60	.00		
Total 5540810:				8,878.14	2,968.66		
5540850							
Haymore & Forsberg CPA	2715	Accounting Services	02/01/2019	295.45	295.45	02/13/2019	
Total 5540650:				295.46	295,45		
Grand Totals:				49,189.25	22,598.03		
	s. Agg., i	-p2.		14.	· · · · · · · · · · · · · · · · · · ·		4 .000

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TOWN OF HUACHUCA CITY

Payment Approval Report - by GL - w/GL Report dates: 2/13/2019-2/26/2019 Page: 8 Feb 26, 2019 03:44PM

)	Ven	dor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Pald	Date Paid	
D	lated:								
М	layor: _								
City Co	ouncli:								
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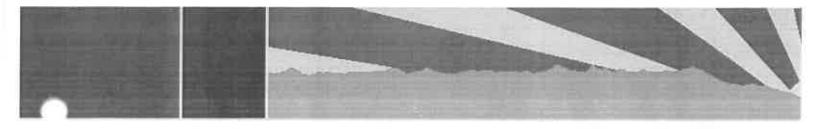
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Memorandum Of Understanding Between Huachuca City Police And The Sierra Vista Company Of The Arizona Rangers

Date: February 2019





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INTRODUCTION

The Huachuca City Police, the primary law enforcement agency of Huachuca City, Arizona, desires a Law Enforcement Assist (LEA) relationship with the Arizona Rangers, Slerra Vista Company (Rangers). The Huachuca City Police seeks assistance from the Rangers in conducting security patrols within Huachuca City designated areas in and around the City and providing support to on-duty Officers with observations and reporting of unusual or suspect activity. The Rangers being purposed, in part, on assisting the law enforcement community have duly considered a LEA relationship with Huachuca City Police for this purpose and agree to provide LEA to the Huachuca City Police.

Herewith, the Huachuca City Police and Rangers have devised this MOU to promote cooperation, develop trust, build functionality and operability, and help ensure success of a LEA program between the parties. The LEA program serves to promote public safety and provide for the general welfare of the community of Huachuca City.

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the Rangers may provide LEA to the Chief of Police and Officers within the jurisdiction of the Huachuca City. The general geographical boundaries of the Jurisdiction are Huachuca City, Arizona (jurisdiction limits may extend beyond the specific boundary limits of the City as recognized by Huachuca City).

SCOPE

The scope of the Law Enforcement Assistance program extends to and includes the parties of the Huachuca City Police Department and the Arizona Rangers, Sierra Vista Company. LEA activities by the Rangers will generally consist of security patrols by the Rangers conducted under the direction, control and supervision of the Huachuca City Police Department or on-duty Officer. Such security patrols may include, but are not necessarily limited to the following areas: public buildings; private businesses (after hours); public/private grounds checks (i.e. public works, cemetery, schools, etc.); and un-occupied residences. Active random and/or systematic patrols by the Rangers of the Huachuca City streets, may be authorized by the Chief of Police.

LEA activities under this MOU may be conducted on an as-needed basis; routine basis; or on the basis of a specific engagement.

Arizona Rangers

A statewide law enforcement auxillary purposed, in part, on rendering assistance to the law enforcement community throughout the State of Arizona. The Arizona Revised Statutes (A.R.S 41-4201), provides particular recognition of the Arizona Rangers. The present day Arizona Rangers represent a unique organization that is tied to the original Territorial Arizona Rangers of 1901-1909. Present Arizona Rangers assist our law enforcement community statewide; provide youth support and community service and work to preserve the tradition, honor and history of the original Territorial Arizona Rangers.

Arlzona Rangers, Sierra Vista Company

Referred to herein as "Rangers," is a Unit of the Arizona Rangers, specifically chartered by the Arizona Ranger Corporation to do business in an Arizona Community or Locality.

Company

Refers to a Unit of the Arizona Rangers specifically chartered by the Arizona Ranger Corporation. For the purpose of this MOU it specifically refers to the Arizona Rangers, Sierra Vista Company.

Company Commander

The Captain of the Arizona Rangers, Sierra Vista Company. Duly



elected annually by vote of the company membership annually at

its monthly Business Meeting in April.

<u>"LEA"</u> Law Enforcement Assistance [or Assist]. Law Enforcement

Assistance as conducted by the Arizona Rangers is that which is within the capabilities of the Arizona Rangers, but only under the

direction, control and supervision of such authority.

"MOU" Means Memo of Understanding

"Officer" A commissioned law enforcement officer of the Huachuca City

Police.

"Parties" to this MOU Huachuca City, on behalf of the Huachuca City Police, as

represented by the Police Chief and his/her supporting law enforcement officials or officers; and the Arizona Rangers, Sierra Vista Company as represented by its Company Commander and

its Company membership.

"Rangers" Refers to the Arizona Rangers, Sierra Vista Company

<u>"SOP"</u> Refers to a Standard Operating Procedure.

POLICY

The spirit and intent of the LEA relationship as outlined in this MOU is to establish and foster an effective and trusted relationship that operates harmoniously, helps ensure the integrity of LEA operations and promotes the best Image of both parties among the citizens of Huachuca City. In promotion of these ideals the HCPD and Rangers recognize the following policies and/or general principles as follows:

- Participating Rangers of this MOU and LEA program must be in good standing in terms of the Arizona Ranger organization and the Law of any legal subdivision (Community, County, State, Federal Government) of the United States of America.
- The Rangers shall exercise law enforcement support when specifically directed or authorized to do so by the Chief of Police or an Officer of the HCPD while under such authority's direction, control and supervision.
- 3. Ranger candidates for basic appointment to LEA with HCPD must annually meet the requirements/qualifications for firearms training as outlined/prescribed by AZPOST. Additionally, candidates shall have received basic training as prescribed under the Arizona Rangers Training Academy (ARTA) and receive routine monthly training in areas such as firearms, weapons, self defense, hand cuffing, criminal law, or other training that can be recognized as promoting an individual's knowledge and capabilities in law enforcement assistance activities.
- 4. Ranger candidates for LEA with HCPD shall be in good standing with the Arizona Ranger organization and pass a background check as conducted by the Arizona Rangers. The background check shall include an updated NCIC check.



- 5. The Rangers may assist the HCPD through marked vehicle and or foot patrols of any areas in and around Huachuca City, State of Arizona as directed and when called upon by the Chief of Police or an Officer of the HCPD.
- 6. The Rangers may provide/conduct external, or extracurricular community service activities within Huachuca City and outside of the LEA program consistent with its statutorily recognized purpose. Such activities typically involve the Rangers providing a uniformed presence at particular Huachuca City events/functions, upon request of the establishment or operator of the event/function without an Officer present. Such activities recognize the Rangers as a 501(c) (3) organization, which relies on voluntary donations for its existence. Such community service duties shall be brought to the attention of the Chief of Police for his/her awareness.
- 7. The Rangers when authorized, or requested by the Chief of Police and when properly registered pursuant to A.R.S. 28-776 may do funeral escorts with HCPD marked vehicles within the jurisdictional limits of the Chief of Police with or without an Officer In the area.
- 8. The Rangers may do Traffic Control (direction at intersections and main thoroughfares) upon the request of the Chief of Police, with or without a Huachuca City Officer in the area.
- 9. The Rangers may be used at parades in all areas of the Huachuca City for Crowd Control and Safety of citizens involved in Parade or spectators of Parade.
- 10. The Rangers may be used within the jurisdictional limits of Huachuca City during emergencies: such as flooding, fires, evacuations, security, traffic, road closures, accidents, search and rescue operations, or any other requirement the Chief of Police may deem necessary to assist the Department under emergency situations.
- 11. Rangers who have been properly trained may be used for Crime Scene Preservation if and when the Chief of Police requires assistance.
- 12. Under the direction, control and supervision of the Chief of Police, specific HCPD marked vehicle(s) may be used by the Rangers. Such vehicles are additionally recognized by outfit with red and blue emergency lights and a HCPD radio, which equipment may only be used when authorized by the Chief of Police.
- 13. The Rangers shall provide Law Enforcement Assist while wearing prescribed uniforms and Personal Protective Equipment including authorized weapons as outlined in the Arizona Rangers Rules and Regulations. Alternate uniform dress may be permitted, when authorized by the Chief of Police and approved by the Sierra Vista Company Commander.
- 14. Rangers' use of personal vehicles with Code 3 lights (reds and blues) and sirens while conducting LEA assignments for the HCPD is generally prohibited. This restriction also includes their application while en route to an LEA assignment or duty with the HCPD. Any use of code 3 lights and sirens for LEA assignments with the HCPD shall require a separate authorization from the Chlef of Police. The HCPD shall, however, authorize and grant special permission for their use by Rangers of rear-window red and blue flashing lights to protect an accident scene, or when backing up a HCPD Officer during a traffic stop.
- 15. Anyone performing under this MOU shall endeavor to support the civil rights of all citizens. It shall be the duty and responsibility of all LEA participants to act and advise others consistent with and in respect of these civil rights.



Neither party shall discriminate against any employee or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, family status, disability or national origin in the course of carrying out the dutles pursuant to this Agreement. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36 as well as the Genetic Information Nondiscrimination Act of 2008.

- 16. Rangers shall at all times work in a minimum of two-Ranger "pairs," while providing LEA, unless serving as a backup officer to a Huachuca City (or other) law enforcement officer. Rangers shall never work alone.
- 17. Ranger assignments for LEA duty shall be coordinated through the Company Duty Sergeant (See MOU item "Contacting Rangers for LEA Duty" under section OBLIGATIONS/PROCEDURE). Rangers shall report for LEA Duty through the Company Duty Sergeant and duly report all hours spent on LEA assignments.

OBLIGATIONS/PROCEDURE

AZ Rangers, Sierra Vista Company Mailing Address/General Contact

The mailing address and general contact for the Sierra Vista Company of the Arizona Rangers is as follows:

Mailing Address:

Arizona Rangers, Sierra Vista Company

P.O. Box 1801

Sierra Vista, AZ 85636

General Contact:

Company Commander
Captain David M. Smith

Contacting Rangers for LEA Duty

Contacting/deploying Arizona Rangers for LEA duty with the HCPD will be coordinated/conducted through its Sierra Vista Company Officers or Officials along the following channels:

Primary/First Contact:

<u>Duty Sergeant</u> MSG Alfred Hirsch

Alternate/Second Contact;

Company Commander
Capt. David Smith

Alternate/Third Contact:

Law Enforcement Liaison Officer

Lt Matthew Harris



The Rangers will provide the HCPD a roster of its company membership, which includes individuals contact information. Updates of the roster will be routinely provided to the HCPD.

Contacting Huachuca City Police Department

Contact with the Huachuca City Police Department (HCPD) shall be made through its Chief of police, Officer(s), or designee as follows:

Primary/First Contact:

Huachuca City Chief of Police

James Thies

Phone: 520-678-9604

Email: jthles@huachucacityaz.gov

Alternate/Second Contact:

HCPD Dispatch (520) 678-9604

Training

Rangers shall be fully trained in the use of any/all personal protective equipment, or weapons carried on their person. Each Ranger for LEA assignment shall be trained and certified in the use of firearms consistent with the Arizona Peace Officer Standards and Training Board (AZPOST). Acceptable training for Rangers personal protective equipment/weapons is the Arizona Rangers Training Academy (ARTA) program.

Rangers shall be further disciplined under a routine internal training program of the Arizona Ranger Organization. The Rangers may be subject to additional training as required and provided by the HCPD.

When different standards for training levels surface, Rangers shall comply with the more stringent,

HCPD representatives are invited to observe Rangers training, with or without notice.

Liability/insurance

The Parties acknowledge that each assumes liability for its actions and those actions of its own employees, membership, or representatives.

The Rangers shall maintain for its own purpose, Commercial General Liability Insurance in reasonable levels, but no less than \$2,000,000.00 per occurrence. Huachuca City shall provide for the Rangers as "additionally insured" under its automobile liability insurance for the purpose of operating City/Police vehicles. A copy of a Certificate of Insurance naming the Arizona Rangers, Sierra Vista Company as an additional insured under Automobile Liability shall be provided to the Sierra Vista Company Commander.

Financial

There are no financial or compensation obligations of either party to this MOU. It is understood that the Rangers will provide LEA on a Voluntary basis without compensation or benefits of any kind. Further, each of the Parties is individually responsible for their respective expenses and funding costs.

Internal Affairs

HCPD access to internal affairs and individual training records of the Arizona Rangers shall be made by written request to the Internal Affairs Officer of the Arizona Rangers, Sierra Vista Company with copy to the Company Commander.

Internal Affairs Contact:

2nd Lt. David Miller, Internal Affairs Officer Arlzona Rangers, Sierra Vista Company



[cc:]

Capt. David Smith

EQUIPMENT

The Parties will each be individually responsible for equipping their respective personnel. To meet the needs of a specific assignment(s), the HCPD may loan or temporarily assign use of property and/or equipment belonging to the Huachuca City to the Rangers (i.e. police vehicle, radio, or other). Such equipment shall be properly used and cared for and returned at the end of each specific assignment.

For equipment and/or property loaned or assigned on a long term basis, as may be needed to practically and reasonably fulfill/support LEA efforts, such equipment use shall be documented to identify the receiving and responsible party. Proper documentation, as necessary, shall be maintained on the equipment/property (condition report at time of issue, O&M records, and condition report at time of return, etc.) for the term/period it is loaned. Equipment will be returned to the lending party when requested or it is no longer needed. No loaned or assigned equipment and/or property shall be considered to have permanently passed in terms of ownership to the receiving party.

HCPD vehicle units under all circumstances shall be maintained by the HCPD. The Rangers shall have no obligation/responsibility to maintain HCPD vehicle units as may be assigned for use by the Rangers. The HCPD shall maintain HCPD vehicle units for use by the Rangers in a safe operating condition.

OVERSIGHT

Oversight of the Rangers is principally governed by the Arizona Ranger Corporation, its Board of Governors and the Corporations By-Laws; General Policies and Procedures; and Rules and Regulations.

Oversight of the LEA program is principally administered by the HCPD and the Ranger Company Commander. Any Issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the LEA program will be implemented only after a consensus is reached by the Parties to this MOU.

Issues affecting policy, recommendation, and/or other matters of relevance to this MOU shall be implemented on an ongoing change basis. Such changes shall be memorialized in a Joint Policy Letter, approved by the Chief of Police and the Rangers. Within 60 days, the changes shall be incorporated into this MOU, and the MOU shall be reissued under a new Version Number, with a specific date of revision noted.

The HCPD and Rangers will deploy the LEA capability by sequentially acting through the three principal channels of contacts as outlined in the Contacting Parties subsection of the OBLIGATIONS AND PROCEDURES.

RESPONSIBILITY FOR SOP COMPLIANCE

The Chief of Police and the Rangers Company Commander shall be responsible for ensuring Standard Operating Procedures are followed or carried out. Individuals from both parties are responsible for reading, understanding, and properly exercising the responsibilities, authority, terms and compliance issues of this MOU.

EFFECTIVE DATE: TERM: TERMINATION

This MOU shall become effective upon the latest signature date below, after it is signed by all representative parties. The term of this MOU shall be two years from the effective date. Participation in this Agreement may be terminated by either Party delivering, including delivery by fax, 30 days prior written notice of termination to



the other Party. The Parties hereby acknowledge that this Agreement may be canceled for conflict of interest pursuant to the provisions of A.R.S. 38-511 as may be amended from time to time.

NO JOINT VENTURE

Employees of HCPD shall not become employees of Rangers by virtue of this MOU; and the employees, members and volunteers of Rangers shall not become employees of HCPD by virtue of this MOU. Nothing in this MOU shall construed to create any partnership or joint agency relationship between the parties.

NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this MOU; and this MOU shall not affect the legal liability of either Party to the Agreement by imposing any standard of care different from the standard of care imposed by Arizona iaw.

GOVERNING LAW

This MOU and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time. The Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this MOU or resolve disputes hereunder shall be in Cochise County, Arizona.

UPDATES TO MOU

The components and general principles of the LEA relationship, including commitments of personnel and resources, shall be reviewed and refined annually (or, as necessary) by the Chief of Police and Sierra Vista Company Commander. Critical factors to be considered in this process are the following:

- 1. Review and revise information for Contacting Parties, as necessary.
- 2. Negotiate and develop common goals.
- 3. Identify and develop common tasks for both HCPD Officers and Rangers.
- 4. Develop knowledge of the capabilities and goals of HCPD and Rangers.
- 5. Articulate well-defined projected outcomes.
- 6. Establish a reasonable timetable for implementation of commitments.
- 7. Provide training on the concepts, purpose, and tasks for all involved.
- 8. Clearly identify the tangible purposes of the LEA relationship.
- 9. Clearly Identify leaders and those responsible for tasks and goals.
- 10. Update an operational guide on how the partnership will function.
- 11. Affirm an agreement about how the partnership will proceed, including resources and responsibilities.
- 12. Articulate a mutual commitment to providing necessary resources.
- 13. Establish an assessment and reporting process.
- 14. Provide knowledgeable, committed people who can carry forth the partnership's objectives.
- 15. Conduct measurement and evaluation of the LEA relationship.
- 16. Identify and include key stakeholders.
- 17. Define/refine purpose, scope, and policy.
- 18. Address sufficiency of resources (funding, space, staff, etc.).



- 19. Provide clear assignment of responsibilities.
- 20. Demonstrated commitment from the executives of the each party.
- 21. Strong leadership from both parties.
- 22. Track and identify tangible products and visible outcomes.
- 23. How is goodwill, trust, and respect promoted/guarded among both parties?
- 24. Market early successes
- 25. Regularly scheduled businesslike meetings with agendas and sharing of useful information



SIGNATURES

The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

HUACHUCA CITY, an Arizona municipal corporation:	
Johann R. Wallace, Mayor,	Date
Huachuca City Police Department:	
James Thies, Chief Of Police	Date
ARIZONA RANGERS, STATE HEADQUARTERS:	
COL Gary Jordan, State Commander	Date
ARIZONA RANGERS, SIERRA VISTA COMPANY:	
Capt. David M. Smith, Company Commander	Date



APPENDICES

Appendix A

Letter from Huachuca City School SuperIntendent

[Letter from Huachuca City School Superintendent acknowledging Arizona Rangers LEA efforts with Huachuca City Police Department and granting permission to the Arizona Rangers to access school grounds wearing duty and personal protection equipment (i.e. firearms) while conducting LEA efforts under the purview of the Huachuca City Police Department.]

Appendix B

Arizona Rangers Certificate of Liability Insurance

[Copy of Arizona Rangers Certificate of Liability Insurance (Commercial General Liability).]

Appendix C

Huachuca City Certificate of Liability Insurance

[Copy of Huachuca City Certificate of Liability Insurance (Automobile Liability) showing the Arizona Rangers as Additionally Insured.]

Appendix D

Roster - Arizona Rangers, Sierra Vista Company

[Copy of Arizona Rangers, Sierra Vista Company Roster.]

Appendix E

Copies of Drivers License and CCW Permits of Participating Rangers

TOWN OF HUACHUCA CITY - CASH ACCOUNTS

31-Jan-19

1

	31-0ch-18	\$ (42,372.55)	\$ 4,700.70	\$ 316.762.78	\$ 65.245.40	\$ 777.055.24	\$ 20,662,16	4 /8 650 661	¢ 15.215.06	¢ 2 410 970 54	\$ 260,332,00	
	30-Nov-18	\$ (73,755.86)	\$ 5,729.00	\$ 393,370.76	\$ 65,246.40	\$ 796,543,14	\$ 20,668.10	\$ (9.257.78)	\$ 15215.06	\$ 2,419,929,54	\$ 260,332.00	
	31-Dec-18	\$ (38,764.12)	\$ 5,299.37	\$ 406,805.18	\$ 65,246.40	\$ 816,992.07	\$ 21,327.13	\$ (8,841,70)	\$ 15,215.06	\$ 2,419,929.54	\$ 260,332.00	
	31-lan-19	54,294.84)	\$ 5,431.46	\$ 273,764.85	\$ 65,246.40	\$ 820,842.04	\$ 21,327.13	\$ (9,327.21)	\$ 15,215.06	\$ 2,419,929.54	\$ 260,332,00	
59 % OF THE FISCAL YEAR HAS ELAPSED CASH ACCOUNTS		WELLS - COMB CHK #3/46 - GENERAL FUND	XPRESS DEPOSIT ACCOUNT	WF - INVESTMENT #5456 - OPERATING ACCOUNT	WF - INVESTIMENT #7195 - BROKERAGE ACCOUNT	US BANK SAVINGS (Includes Un-Earned Income)	WF - SAVINGS #5865 - BUSINESS MARKET ACCT	UTILITY CASH CLEARING	WF - FIREMENS'S PENSION #4941	BOK - LANDFILL CLOSURE X29013	DEFERRED OUTFLOW FOR PENSIONS	
		01-1110	211117	01-11117	01-11510	01-11515	01-11520	01-11750	22-11110	55-11121	91-11915	
	Concess Day			General Fund	General Fund	General Fund	General Fund	General Fund	Firemen Pension	Trust Fund		

30-5ap-18 5 (64,048.59) 5 3,992.04 5 241,802.39 5 65,246.40 5 991,224.63 5 20,656.30 5 (8,659.66) 5 15,215.06 5 2419,929.54 5 260,332.00

TOWN OF HUACHUCA CITY CASH ACCOUNTS TOTAL CASH ACCOUNTS

31-Jan+19

TOWN OF HUACHUCA CITY. REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2019

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TANTO			-		
	TAXES					
10-31-100	AUTO LIEU TAX	7,182.15	52,889.75	98,062.00	45,172.25	53.9
10-31-200		5,838.86	65,813.09	83,000.00	17,186.91	79.3
10-31-240		3,214.08	12,452.50	14,156.00	1,703.50	88.0
10-31-250	CITY SALES TAXES	10,249.88	105,728.23	195,666.00	89,939.77	54.0
10-31-262	USE TAX PURCHASES	.00	.00	50,000.00	50,000.00	.0
10-31-254	USE TAX INVENTORY	.00.	.00	25,000.00	25,000.00	.0
10-31-260	STATE SALES TAXES	10,430.01	94,484.32	172,379.00	77,894.88	54.8
	TOTAL TAXES	36,914.98	331,365.89	638,263.00	306,897.11	51.9
	LICENSES AND PERMITS					
10-32-100	BUILDING PERMITS	1,377.55	17,340.29	12,000.00	(5,340.29)	144.5
10-32-100	BUSINESS LICENSES	2,882.50	7.801.00	16,000,00	8,399.00	47.5
10-32-120	P&Z FEES	.00	870.00	175.00	(695.00)	497.1
	TOTAL LICENSES AND PERMITS	4,260.05	25,811.29	28,175.00	2,363.71	91.6
	INTERGOVERNMENTAL REVENUE					
10-33-100	STATE REVENUE SHARING	17,448.62	122,138.88	217,000.00	94,861.12	_6
	TOTAL INTERGÖVERNMENTAL REVENUE	17,448.62	122,138.88	217,000.00	94,661.12	56.3
	CHARGES FOR SERVICE					
10-34-100	ZONING FEES	.00	.00	500.00	500.00	.0
10-34-131	POLICE PROTECTION EQUIPMENT	12.19	71.13	250.00	178.87	28.5
10-34-132	POST TRAINING REIMBURSMENTS	.00.	.00	500.00	500.00	.0
10-34-140	AUCTION PROCEEDS	.00	43,390.02	10,000.00	(33,390.02)	433.9
10-34-150	ANIMAL SHELTER REIMBURSEMENT	.00	.00	250.00	250.00	.0
10-34-160	KENNEL FEES	.00	9,179.00	18,000.00	6,821.00	57.4
	CITY BUS FEES/DONATIONS	.00	.00	5,000.00	5,000.00	.0
10-34-923	BUS TICKET SALES SIERA VISTA	.00	.00	1,000.00	1,000.00	
	TOTAL CHARGES FOR SERVICE	12.19	52,640.15	33,500.00	(19,140.15)	157.1
	FINES					
10-35-100	POLICE FINES	17,892.01	61,404.45	150,000.00	88,595.55	40.9
10-35-110	MPOUND FEES	.00	1,770.00	5,600.00	3,730.00	32.2
10-35-112	TOWING FEES	187.50	1,354.50	3,150.00	1,795.50	43.0
10-36-120	LIBRARY FEES & FINES	119.00	1,913.97	5,000.00	3,086.03	38.3
	TOTAL FINES	17,998.51	66,442.92	163,650.00	97,207.08	40.6

TOWN OF HUACHUCA CITY REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2019

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
10-38-100	INTEREST	10,309.91	26,198,07	6,000.00	(20,198,07)	436.6
10-38-200	UNREALIZED GAIN	(6,459.94)	(5,777.70)	2,000.00	7,777.70	(288.9)
10-36-455	DONATIONS	.00	.00	1,400.00	1,400.00	, ,
10-38-500	PARKS & REC REVENUE & FEES	.00.	752.26	1,000.00	247.75	.0 75.2
10-36-515	YOUTH SPONSERSHIP REVENUE	.00.	.00	100.00	100.00	.0
10-38-900		393.98	22,487,93	.00		
10-36-902	WORKERS' COMP REIMBURSEMENTS	.00.	.00	100.00	(22,467.93)	.0
10-36-903		2,477.96	6,794.60	22,000.00	100.00	.0
10-38-904		.00.	.00	10.000.00	15,205.40	30.9
10-36-907		.00.	.00		10,000.00	.0
10-36-910		47,600,00	333,200.00	100.00	100.00	.0
10-36-915		11,250,00	32,250.00	571,193.00	237,993.00	58.3
10-38-922		2,238.34	•	50,000.00	17,750.00	64.5
10-38-950		2,230.34	14,767.82	•	(5,017.82)	151.5
10-36-965	•	.00.	.00	8,400.00	8,400.00	.0
10-36-970		.00	.00	60,000.00	50,000.00	.0
10-38-999		.00.	.00. 00.	168,879.00 10.00	158,879,00 10.00	.0 .0
	TOTAL MISCELLANEOUS REVENUE	67.810.25				
		67,610.23	430,652.97	890,932.00	460,279.03	48.3
	TOWN GRANTS					
10-37-165	DONATIONS AND ALCUST TO					
10-37-168	DONATIONS - ANIMAL SHELTER	.00	448.36	5,000.00	4,551.64	9.0
	ANIMAL SHELTER GRANTS	.00	.00	65,000.00	65,000.00	.0
10-37-458	DONATIONS - LIBRARY	165,00	1,309:00	2,000.00	691.00	65.5
10-37-457	LIBRARY GRANT	.00	36,684.69	100,000.00	63,415.31	36.6
10-37-458	SENIOR CENTER GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-459	SUMMER SPLASH	.00	1,830.00	5,000.00	3,170.00	36.6
10-37-467	POLICE DONATIONS	.00	.00	10,000.00	10,000.00	.0
10-37-906	GRANTS - POLICE AZDOHS	.00	.00	120,426.00	120,426.00	.0
10-37-908	GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909	BUILDING REGULATION GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-911	GRANTS - POLICE AZGOHS	.00	.00	99,000.00	99,000.00	.0
-10-37-919	CITY BUS GRANT	00	.00	75,000.00	75,000.00	.0
10-37-920	GENERAL ADMIN GRANT	.00.	.00	75,000.00	75,000.00	.0
	POLICE GRANT	.00.	.00	100,000.00	100,000.00	.0
10-37-963	E-RATE .	.00.	.00	175,000.00	175,000.00	.0
10-37-964	CONTINGENCY FUND	.00.	.00	200,000.00	200,000.00	.0
	TOTAL TOWN GRANTS	46.00	40.450.00			
	I OTAL I OTAL GIVINI	165.00	40,172.05	1,098,428.00	1,058,253.95	3.7
	•					
	TOTAL FUND REVENUE	144,809.58	1,069,224.15	3,087,948.00	1,998,721.85	34.9

TOWN OF HUACHUCA CITY EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2019

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COUNCIL					
10-42-100	PERSONNEL SERVICES	750.00	6.460.00	11,340.00	4 960 00	E7 4
10-42-110	PROFESSIONAL SERVICES	270.84	8,232,78	6,021.00	4,860.00 (2,211.78)	
10-42-130	EMPLOYEE BENEFITS	61,74	533.43	930.00	398.57	57.4
10-42-220	ATTORNEY FEES	354.10	7,400.92	55,772.00	48,371,08	13.3
10-42-250	ADVERTISING	824.18	1.397.15	100.00	(1,297.15)	
10-42-290	OFFICE SUPPLIES	.00	182.58	800.00	637.44	20.3
10-42-530	COMMUNITY RELATIONS	.00	157.92	700.00	542.08	22.6
10-42-840	MEMBERSHIP LEAGUE	.00	416.90	5,720.00	5,303.10	7.3
10-42-660	TRAVEL AND TRAINING	.00	1,302.62	2,000.00	697.38	65.1
	TOTAL COUNCIL	2,280.86	26,084.28	83,363.00	57,298.74	31.3
	GENERAL ADMINISTRATION					
10-43-100	PERSONNEL SERVICES	5,384.62	39,892,92	70,000.00	30,107.08	57.0
10-43-102	NEW HIRE	.00	.00	150.00	150.00	.0
10-43-105	OVERTIME	.00	.00	100.00	100.00	.0
10-43-122	MISCELLANEOÙS	.00	405.61	.00	(405.81)	.0
10-43-130	EMPLOYEE BENEFITS	1,352.82	9,734.01	29,105.00	19,370.99	33.4
10-43-220	ATTORNEY FEES	354.09	3,155.90	10,000.00	6,844.10	31.6
10-43-250	ADVERTISING	.00.	3,164.52	7,500.00	4,335.48	4-
10-43-271	TELEPHONE	617.21	4,594.38	10,500.00	5,905.64	4.
10-43-280	INSURANCE	125,00	8,254.60	12,100.00	3,845.40	68.2
10-43-290	OFFICE SUPPLIES	122,11	3,132.39	3,000.00	(132.39)	104.4
10-43-300	PRINTING	.00	197.81	1,000.00	802,19	19.8
10-43-340	UTILITIES .	452.35	3,709.31	19,700.00	15,990.69	18.8
10-43-360	CONTRACT LABOR	606.86	3,372.07	.00	(3,372.07)	.0
10-43-440	POSTAGE	251.75	2,020.88	3,600.00	1,479.12	57.7
10-43-470	VEHICLE EXPENSE	.00.	267.59	500.00	232.41	53.5
10-43-475	FUEL EXPENSE	240.17	482.99	600.00	117.01	80.5
10-43-480	COMPUTER EXPENSE	1,384.08	7,079.60	11,400.00	4,320.40	62.1
10-43-500	BUILDING MAINTENANCE	1,293.31	3,100.06	12,300.00	9,199.94	25.2
10-43-810	EQUIPMENT MAINTENANCE	20.00	282.00	200.00	(62.00)	131.0
10-43-640	MEMBERSHIP	.00	1,394.10	975.00	(419.10)	143.0
	AUDIT	.00	.00	14,621.00	14,621.00	.0
	TRAVEL AND TRAINING	474.14	2,148.95	4,850.00	2,701.05	44.3
	ELECTION SUPPLIES	.00.	2,395.00	8,000.00	5,605.00	29.9
	ROLL-OFF TRUCK EXP	.00	.00	50,000.00	50,000.00	.0
	CODIFYING/DIGITIZING	.00.	1,032.75	3,500.00	2,467.25	29.5
	CAPITAL CUITANA FOLLOWING	458.38	3,944.80	5,000.00	1,055.20	78.9
10-43-840	CAPITAL OUTLAY - EQUIPMENT	.00	.00	3,700.00	3,700.00	.0
	TOTAL GENERAL ADMINISTRATION	13,114.85	103,742.22	282,301.00	178,658.78	36.6

TOWN OF HUACHUCA CITY EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2019

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MAGISTRATE					
10-45-100	PERSONNEL SERVICES	3,210,00	26,191,20	43,138.00	15,944,80	60.7
10-45-105	OVERTIME	90.00	540.00	100.00	(440.00)	
10-45-120	PROSECUTION FEES	.00	1,298,00	.00	(1,298.00)	
10-45-130	EMPLOYEE BENEFITS	1,121.06	8,488,93	17.881.00	9,392,07	.0 47.5
10-45-221	COURT APPT ATTORNEYS	3,740.00	8,580.00	.00.		-
10-45-250	CONTRACT LABOR-PRO TEM	60.00	280.00	1,500.00	(8,580.00) 1,240.00	.0 17.3
10-45-290	OFFICE SUPPLIES	54.25	63.75	450.00	386.25	14.2
10-45-360	CONTRACT LABOR-JUDGE	600.00	5,400,00	14,400,00	9.000.00	37.5
10-45-361	CONTRACT LABOR - SECURITY	.00.	980.00	2,600.00	1,840.00	36.9
10-45-480	COMPUTER EXPENSE	.00	1.125.00	2,500.00	1,375.00	45.0
10-45-660	TRAVEL/TRAINING	.00	386.14	500.00	111.88	77.6
10-45-810	JAIL FEES	594.00	8,910.57	6,000.00	(2,910.57)	148.6
	TOTAL MAGISTRATE	9,469.31	62,185.59	89,067.00	26,881.41	69.8
	п					
10-48-101	CONTRACT LABOR	.00,	.00	41,000.00	41,000.00	.0
10-48-130	EMPLOYEE BENEFITS	.00.	45.00	.00	(45.00)	.0
10-48-210	SUBSCRIPTIONS	149,99	1,455,50	8,890.00	7.434.50	16.4
10-48-275	CELL PHONE	1,635,84	11,912,77	.00	(11,912.77)	.0
10-48-804	SOFTWARE LICENSING	.00	.00	2,500.00	2,500.00	.0
10-48-840	CAPITAL OUTLAY	683.75	5,408.34	8,250.00	2,841.66	65.6
	TOTAL IT	2,489.58	18,821.61	60,640.00	41,818.39	31.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UI	NEXPENDED	PCNT
	POLICE						
10-51-100	PERSONNEL SERVICES	25,758.95	193,345,54	313,680.00		120,334.48	61.6
10-51-102	NEW HIRE	.00	2.10	.00	(2.10)	.0
10-51-105	OVERTIME	2,189.76	15,215.80	10,000.00	Ċ	5,215.80)	152.2
10-51-110	UNIFORM EXPENSE	250.00	1,750.00	3,600.00		1,850.00	48.6
10-51-130	EMPLOYEE BENEFITS	8,234.96	88,070.66	234,774.00		146,703.34	37.6
10-51-135	PUBLIC SAFETY RETIREMENT	4,485.23	4,485,23	.00.	(4,465.23)	.0
10-51-221	PSRS BOARD ATTORNEY	.00.	.00	100.00	•	100.00	.0
10-51-222	CCSO CONTRACT	.00	6.13	50,000.00		49,993,87	.0
10-51-230	PROFESSIONAL SERVICES	624.93	3,428,74	6,021.00		2,594,28	56.9
10-51-271	TELEPHONE	411.68	3,117.57	5,200.00		2,082,43	60.0
10-51-290	OFFICE SUPPLIES	280.37	708.64	1,000.00		291.38	70.9
10-51-295	PRINTING EXPENSE	.00	43.03	1,600.00		1,456,97	2.9
10-51-340	UTILITIES	391.70	3,306.99	.00	(3,308,99)	.0
10-51-360	CONTRACT LABOR	65.19	2,727.19	.00	i	2,727,19)	.0
10-51-365	SHREDDING SERVICES	93.18	652.29	900,00	•	247.71	72.5
10-51-460	MAINTENANCE AND SUPPLIES	342.78	13,241.15	3,500.00	(9,741,15)	378.3
10-51-488	WEAPONS AND AMMUNITION	.00.	155.45	2,000.00	•	1.844.55	7.8
10-51-470	VEHICLE EXPENSE	542.01	4,314.76	8,000.00		3.685.24	53.9
10-51-475	POLICE FUEL EXPENSE	1,657.72	6,989.13	12,000.00		5.010.87	58.2
10-51-480	COMPUTER EXPENSE	130.23	923.63	1,200,00		278.37	77.0
10-51-500	BUILDING MAINTENANCE	.00	35.58	.00	(35,58)	.0
10-51-505	POLICE VEHICLE IMPOUND FEE	.00	2.049.50	4.250,00	•	2.200.50	48-
10-51-510	IMPOUND ADMIN	(150,00)	(2,085,00)	.00		2.088.00	7 1
10-51-620	EQUIP REPAIR AND MAINTENANCE	.00	3,177.04	8,500,00		5,322.96	37.4
10-51-640	MEMBERSHIP	.00	.00	400.00		400.00	.0
10-51-660	TRAVEL AND TRAINING	125.00	125.00	1,000,00		875.00	12.5
10-51-665	COMMUNITY RELATIONS	.00	.00	750.00		760.00	.0
10-51-705	CAPITAL LEASE	240.50	1.512.42	2.300.00		787.58	65.8
10-51-840	POLICE CAPITAL OUTLAY	471.28	2,930.85	6,250.00		3,319,15	48.9
10-51-845	OFFICE FURNITURE	.00	.00	100.00		100.00	.0
10-51-858	BODY WORN CAMERA PROGRAM	.00.		3,366,00		3,388,00	.0
10-51-857	ASSET FORFEITURE EXPENSES	.00.	.00	8,500.00		8,500.00	.0
					-	2,344,64	
	TOTAL POLICE	46,125.47	350,208.42	686,891.00	_	338,684.58	50.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ANIMAL SHELTER					
10-52-100	PERSONNEL SERVICES	1,721.50	21,341,26	45,750,00	24,418,74	46.6
10-52-102	NEW HIRE	.00	250.00	.00.	(250.00)	.0
10-52-110	ANIMAL SHELTER UNIFORMS	.00	.00	200.00	200.00	.0
10-52-130	EMPLOYEE BENEFITS	243.11	3,046.19	5,460,00	2,413,81	55.8
10-52-140	PROFESSIONAL SERVICES	624.93	6,742.51	6,021.00	(721.51)	112.0
10-52-290	OFFICE SUPPLIES	.00	321.50	200.00	(121.50)	160.8
10-52-340	UTILITIES	298.24	4,055.66	.00	(4,055.66)	.0
10-52-380	CONTRACT LABOR	241,87	3,629.36	.00	(3,629.36)	.0
10-52-450	EQUIPMENT AND SUPPLIES	.00	51.99	2,000,00	1,948.01	2.6
10-52-460	MAINTENANCE AND SUPPLIES	89.97	3,915,82	3,850.00	(65.82)	101.7
10-52-481	ANIMAL FOOD	321.01	759.29	2,050.00	1,290,71	37.0
10-52-462	PEST CONTROL	92.00	368.00	550,00	182.00	66.9
10-52-463	MEDICE/VACCINE	.00	1,160,62	3,000,00	1,839.38	38.7
10-52-465	HEALTH AND SAFETY	.00	.00	300.00	300.00	.0
10-52-470	VEHICLE EXPENSE	1,344.48	2,082,17	1,000,00	(1,082.17)	208.2
10-52-471	VEHICLE LEASE	10,320.96	10,320,98	10,800.00	479.04	95.6
10-52-475	FUEL EXPENSE	192.81	669.35	.00	(689.35)	.0
10-52-480	COMPUTER EXPENSE	90.69	630.92	1,000.00	369.06	63.1
10-52-500	BUILDING MAINTENANCE	.00	234.05	.00	(234.05)	.0
10-52-550	TRAVEL & TRAINING	.00	.00	1.500.00	1,500.00	.0
10-52-885	COMMUNITY RELATIONS	.00	.00	400.00	400.00	.0
10-52-800	MISC	.00	315.00	.00	(315.00)	.0
	TOTAL ANIMAL SHELTER	15,581.57	59,874.65	84,091.00	24,216,35	71.2
	FIRE				1.5	
10-53-100	PERSONNEL SERVICES	400 500 00				
10-53-101	VOLUNTEER FIREFIGHTERS	102,500.00	307,512.41	317,600.00	10,287.59	96.8
10-53-110	UNIFORM EXPENSE	.00	.00	7,000.00	7,000.00	.0
10-53-130	EMPLOYEE BENEFITS	.00.	.00	3,200.00	3,200.00	.0
10-53-290	OFFICE SUPPLIES	.00	2.55	5,000.00	4,997.45	.1
10-53-340	UTILITIES	.00 1,539.91	.00 8.280.13	5,000.00	5,000.00	.0
10-53-366	JANITORIAL SERVICES	16.660,1	-,		(8,280.13)	.0
10-53-450	EQUIPMENT/TRUCK MAINTENANCE	.00.	.00	1,200.00	1,200.00	.0.
10-53-460	MAINTENANCE AND SUPPLIES		1,124.25	5,000.00	3,875.75	22.5
	PEST CONTROL	.00.	35.50	15,000.00	14,964.42	.2
	VEHICLE EXPENSE	.00	.00	10,000.00	10,000.00	.0
	FIRE FUEL EXPENSE	.00.	48,600.37	54,000.00	5,399.63	90.0
10-53-480	COMPUTER EXPENSE	:00	.00	9,000.00	9,000,00	Ö,
	TRAVEL AND TRAINING	8.61	330.71	1,800.00	1,469.29	18.4
10-53-665	COMMUNITY RELATIONS	.00	.00	3,500.00	3,500.00	.0
	FIRE SAFETY EQUIP	.00	.00	1,000.00	1,000.00	.0
	WILDLAND EXPENSES	.00	.00	7,000.00	7,000.00	.0
	MEDICAL SUPPLIES	.00	.00	2,500.00	2,500.00	.0
	CAPITAL LEASE	.00.	.00	6,000.00	6,000.00	.0
		.00	4,716.58	.00	(4,716.58)	.0
	TOTAL FIRE	104,048.52	370,802.58	454,000.00	83,397.42	81.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	ÜNEXPENDED	PCNT
	BUILDING REGULATION					
10-54-290	OFFICE SUPPLIES	.00	63.77	.00	(63.77)	.0
10-54-300	PROFESSIONAL SERVICES	624.92	1,044.24	6,021.00	4,978.76	17.3
10-54-360	CONTRACT LABOR	3,950.00	28,550.00	54,000.00	25,450.00	52.9
10-54-760	BLDG REGULATION SUPPLIES	.00.	144.89	540.00	395.11	26.8
10-54-801	ABATEMENT	.00.	.00	8,800.00	8,800.00	.0
	TOTAL BUILDING REGULATION	4,574.92	29,802.90	69,161.00	39,358.10	
	PUBLIC WORKS					
10-57-340	UTILITIES	2,516.92	18,275.33	.00	(18,275.33)	.0
10-57-360	CONTRACT LABOR	685.72	3,742.54	.00	(3,742.54)	.0
10-57-460	MAINTENANCE AND SUPPLIES	149.51	223.54	250.00	26.48	89,4
	TOTAL PUBLIC WORKS	3,662.15	22,241.41	250.00	(21,991.41)	8896.6
	СПУ РООL					
10-68-100	PERSONNEL SERVICES	.00.	4,360.22	10,395.00	6,034.78	42.0
10-58-130	EMPLOYEE BENEFITS	.00.	684.82	1,500.00	815.18	45
10-58-270	PHONE	51.90	352.44	600.00	237.58	6L
10-58-340	UTILITIES	422.83	3,692.12	7,500.00	3,807.88	49.2
10-58-460	MAINTENANCE AND SUPPLIES	.00	1,632.66	5,000.00	3,367.34	32.7
10-56-660	CERTIFYING	.00	.00	300.00	300.00	.0
	TOTAL CITY POOL	474.73	10,732.26	25,296.00	14,582.74	42.4
	SUMMER SPLASH					
10-59-100	PERSONNEL SERVICES	.00	3,000.00	3,000,00	.00	100.0
10-59-460	SUPPLIES	.00.	212.23	600.00	387.77	35.4
	TOTAL SUMMER SPLASH	.00	3,212.23	3,800.00	387.77	89.2
	PARKS & RECREATION					
10 00 100	DEDONNE: BEDVICES	5				
10-80-100 10-80-130	PERSONNEL SERVICES EMPLOYEE.BENEFITS	.00. 00.	248.32 51.05	.00. 00.	(248.32)	.0
10-80-130	MAINTENANCE AND SUPPLIES	.00.	1,218.98	4,000.00	(51.05). 2,761.02	.0 30 .5
10-80-530		.00	.00	250.00	250.00	.0
10-60-704	SPECIAL ACTIVITIES	.00	713.41	10,000.00	9,288.59	7.1
	TOTAL PARKS & RECREATION	.00	2,231.76	14,250.00	12,018.24	15.7

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LIBRARY AND COMMUNITY SERVICES					
10-62-100	PERSONNEL SERVICES	5.819.50	47.084.52	86,500.00	39.435.48	54.4
10-62-102	NEW HIRE	.00.	.00.	100.00	100.00	.0
10-62-130	EMPLOYEE BENEFITS	641.00	5,125,59	10.000.00	4,874,41	51.3
10-62-250	ADVERTISING	.00.	.00	250.00	250.00	.0
10-82-271	TELEPHONE	169.04	1.187.11	2.000.00	812.89	59.4
10-62-290	OFFICE SUPPLIES	183.16	877.24	2.500.00	1.622.78	35.1
10-62-340	UTILITIES	762.75	8,234.10	.00.	(6,234.10)	.0
10-62-360	CONTRACT LABOR	270.83	2,708.33		(2,708.33)	.0
10-82-388	INMATE/JANITORIAL SERVICES	130.38	732.06	1,286.00	552.94	57.0
10-62-440	POSTAGE	.00	.00	200.00	200.00	.0
10-62-460	MAINTENANCE AND SUPPLIES	354.09	10,930,48	1,500.00	(9.430.48)	728.7
10-82-476	FUEL	.00	.00	380.00	380.00	.0
10-62-480	COMPUTER EXPENSE	17. <u>22</u>	78.22	500.00	421.78	15.6
10-62-481	INTERNET	1,594.95	2,259.60	2,300,00	40.40	98.2
10-82-810	EQUIPMENT MAINTENANCE	.00.	74.69	.00	(74,89)	.0
10-62-620	EQUIP REPAIR AND MAINTENANCE	.00	.00	400.00	400.00	.0
10-62-640	MEMBERSHIP	.00.	65.00	195.00	130.00	33.3
10-62-660	TRAVEL AND TRAINING	52.00	546,18	1,000.00	453.82	54.6
10-62-703	SPECIAL ACTIVITIES	.00	303.43	500.00	196.57	60.7
10-62-705	CAPITAL LEASE	531.41	3,766,12	3.900.00	133.88	96.6
10-82-802	LIBRARY DONATIONS EXP	.00.	80.00		(80.00)	.0
	TOTAL LIBRARY AND COMMUNITY SERVICES	10,526.33	82,032.87	113,490.00	31,457.33	72.3
	CITY BUS					
10-65-100	PERSONNEL SERVICES	74.65	11,239.40	28,534.00	17,294.60	39.4
10-85-130	EMPLOYEE BENEFITS	10.54	1,550.08	3,976,00	2.425.94	39.0
10-66-140	PROFESSIONAL SERVICES	.00	2,382.50	8,021.00	3.638.50	39.6
10-65-280	INSURANCE	.00	7,981.92	12.060.00	4.088.08	66,1
10-65-470	VEHICLE EXPENSE	.00	1,052.47	4.985.00	3,912,53	21.2
10-85-476	FUEL EXPENSE	401.47	2,400.14	6,732.00	4,331,86	36.7
10-85-482	BUS STOP CONSTRUCTION	.00	.00	5,000.00	5,000.00	.0
10-65-483	SIERRA VISTA BUS FARES	.00	.00	1,000.00	-1,000.00	.0
	TOTAL CITY BUS	486.66	26,586.49	68,278.00	41,691.51	38.9

2 40,000

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SENIOR CENTER					
10-68-100	PERSONNEL SERVICES	.00.	5,508.35	9,200.00	3,691,65	59.9
10-88-130	EMPLOYEE BENEFITS	.00.	587.94	1,200.00	612.08	49.0
10-68-140	PROFESSIONAL SERVICES	624.92	11,388.66	6,021.00	(5,367.66)	189.2
10-68-271	TELEPHONE	53.32	372.38	650.00	277.62	57.3
10-68-290	SUPPLIES	.00.	605,50	200.00	(405.50)	302.8
10-68-340	UTILITIES	450.91	3,083.07	5,000,00	1,936,93	61.3
10-68-341	INTERNET SERIVCES	.00	385.00	800,00	416,00	48.1
10-68-462	PEST CONTROL	44.00	308.00	550.00	242.00	58.0
10-88-800	AUTHORIZED EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
	TOTAL SENIOR CENTER	1,173.16	22,218.90	33,621.00	11,402.10	68.1
	TOWN GRANTS					
10-69-480	BUS LINE EXPENDITURES	.00.	.00	75,000.00	75,000.00	.0
10-69-801	ANIMAL SHELTER GRANT EXP	.00.	.00	70,000.00	70,000.00	.0
10-69-802	LIBRARY DONATIONS EXP	.00.	20,893.18	132,000.00	111,108.82	15.8
10-69-803	IT GRANT EXP	.00	.00	190,000.00	190,000.00	.0
10-89-804	MISC EXP	.00	.00	75,000.00	75,000.00	.0
10-89-805	BUILDING REGULATION EXP	.00	.00	25,000.00	25,000.00	.0
10-89-845	POLICE GRANT EXP	.00	4,964,64	10,000.00	5,035.36	4F
10 -69-84 6	AZDOHS GRANT EXPENDITURES	.00	.00	99,000.00	99,000.00	
10 -89-84 7	AZGOHS GRANT EXPENDITURES	.00	.00	120,426.00	120,426.00	.0
10-89-851	CONTINGENCY FUND EXP	.00.	.00	200,000.00	200,000.00	.0
	TOTAL TOWN GRANTS	.00	25,857.82	998,428.00	970,588.18	2.6
	NON-DEPARTMENTAL					
10-70-901	INSURANCE CLAIMS	.00.	12,995.40	1,202.00	(11,793.40)	1081.2
	TOTAL NON-DEPARTMENTAL	.00.	12,995.40	1,202.00	(11,793.40)	1081.2
	TOTAL FUND EXPENDITURES	213,858.10	1,229,429.17	3,067,948.00	1,838,516.83	40.1
	NET REVENUE OVER EXPENDITURES	(89,248.52)	(180,205.02)	.00	160,205.02	.0

POLICE - DHS GRANT - BP OT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
12-30-800	DHS GRANT BP O/T	.00	4,964.64	135,000.00	130,035.38	3.7
	TOTAL REVENUE	.00	4,964.64	135,000.00	130,035.36	3.7
	TOTAL FUND REVENUE	.00	4,964.64	135,000.00	130,035.36	3.7

POLICE - DHS GRANT - BP OT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
12-40-130	EMPLOYEE BENEFITS	135.81	2,616.72	135,000.00	132,363,26	1,9
12-40-131	DUI TASK FORCE OVER TIME	.00	333.00		(333.00)	.0
12-40-135	PUBLIC SAFETY RETIREMENT	81.68	1,510.50	.00	(1,510.50)	.0
12-40-840	AUTHORIZED EXPENDITURES	338.00	8,519.27	.00	(8,519.27)	.0
	TOTAL EXPENDITURES	550.47	12,979.49	135,000.00	122,020.51	9.6
	TOTAL FUND EXPENDITURES	550.47	12,979.49	135,000.00	122,020.51	9.6
	NET REVENUE OVER EXPENDITURES	(550.47)	(8,014.85)	.00	8,014.85	.0

FIRE TRUCK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
14-30-801	TRIBAL CASINO GRANT FUND	.00	.00	300,000.00	300,000.00	.0
14-30-802	FIRE ACT GRANT	.00.	.00	450,000.00	450,000.00	.0
	TOTAL REVENUE	.00	.00	750,000.00	750,000.00	.0
	TOTAL FUND REVENUE	.00	.00	750,000.00	750,000.00	.0

FIRE TRUCK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
14-40-840	CAPITAL OUTLAY	.00	.00	750,000.00	750,000.00	.0
	TOTAL EXPENDITURES	.00	.00	750,000.00	750,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	750,000.00	750,000.00	
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
20-30-200	FINES AND BAILS	13,232.01	99,597.54	288,000.00	166,402,46	37.2
20-30-300		.00	.00	250.00	250.00	.0
20-30-400		.00	.00	100.00	100.00	.0
20-30-500	JCEF	.00.	.00	100.00	100.00	.0
	TOTAL REVENUE	13,232.01	99,597.54	268,450.00	168,852.46	37.1
	TOTAL FUND REVENUE	13,232.01	99,597.54	288,450.00	188,852.46	37.1

TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
20-40-200	FINES AND BAILS	12,106.71	103,787.17	268,204.00	164,416.83	38.7
20-40-400	RESTITUTION	.00	30.00	46.00	16.00	65.2
20-40-401	BOND	.00	443,00	100.00	(343.00)	443.0
20-40-500	JCEF	.00	.00	100,00	100.00	
	TOTAL EXPENDITURES	12,106.71	104,280.17	288,450.00	164,189.83	38.8
	TOTAL FUND EXPENDITURES	12,106.71	104,280.17	288,450.00	164,189.83	38,8
	NET REVENUE OVER EXPENDITURES	1,125.30	(4,862.83)	.00	4,662.63	.0

ROAD USER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
23-30-300	GAS TAX REVENUES - HURF	12,358.25	88,801.12	147,652,00	61,050.66	58,7
23-30-800	MISCELLANOUS REVENUE	.00	.00	100.00	100.00	.0
	TOTAL REVENUE	12,358.25	88,801.12	147,752.00	61,150.88	58.6
	TOTAL FUND REVENUE	12,358.26	88,801.12	147,752.00	61,150.88	58.6

ROAD USER FUND

		PERIOD ACTUAL	=	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ROAD USERS ADMIN						
23-40-100	PERSONNEL SERVICES	.00		.00	45,868.00	45,868,00	.0
23-40-105	OVERTIME	.00.		.00	1,000.00	1,000.00	.0
23-40-120	PROFESSIONAL SERVICES	.00.		.00	6,021.00	6,021,00	.0
23-40-130	EMPLOYEE BENEFITS	.00.	(14.16)	24,558.00	24,572.16	(.1)
23-40-460	MAINTENANCE AND SUPPLIES	.00	•	1,613.96	6,000.00	4,386.02	26.9
23-40-470	VEHICLE EXPENSE	.00.		.00	2,500.00	2,500.00	.0
23-40-475	FUEL	.00.		.00	1,080.00	1,080.00	.0
23-40-490	ROAD REPAIR	.00.		3,981.00	30,000.00	26,019.00	13.3
23-40-610	EQUIPMENT REPAIR	.00		.00	5,000.00	5,000.00	.0
23-40-831	CAPITAL OUTLAY	.00		.00	25,725.00	25,725.00	.0
	TOTAL ROAD USERS ADMIN	.00		5,580.82	147,752.00	142,171.18	3.8
	TOTAL FUND EXPENDITURES	.00		5,580.82	147,752.00	142,171.18	3.8
	NET REVENUE OVER EXPENDITURES	12,358.25		81,020.30	.00	(81,020.30)	.0

GRANT OPPORTUNITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT REVENUE					
29-30-800	GRANT REVENUE CDBG	.00.	3,400.00	.00	(3,400.00)	.0
29-30-801	MISCELLANEOUS GRANTS	.00.	.00	100,000.00	100,000.00	0
	TOTAL GRANT REVENUE	.00.	3,400.00	100,000.00	98,600.00	3.4
	TÖTAL FUND REVENUE	.00	3,400.00	100,000.00	98,800.00	3.4

GRANT OPPORTUNITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT EXPENDITURES					
29-40-840	AUTHORIZED EXPENDITURES	.00.	.00	100,000.00	100,000.00	.0
	TOTAL GRANT EXPENDITURES	.00.	.00	100,000.00	100,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	100,000.00	100,000.00	
	NET REVENUE OVER EXPENDITURES	.00.	3,400.00	.00	(3,400.00)	.0

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
51-30-200	WATER SALES	12,388.02	97,892.88	158,910,00	59,017,14	62.4
51-30-202	RC: RECONNECT FEE	.00	300.00	500.00	200.00	80.0
51-30-300	CONNECTION FEES	75.00	350.00	500.00	150.00	70.0
51-30-400	PENALTIES & FORFEITURES	543.45	4,605,85	12,000.00	7,494.15	37.6
51-30-900	MISCELLANEOUS	.00	.00	600.00	600.00	.0
51-30-950	WF SAVINGS TRANSFERS IN	.00	.00	47,334.00	47,334.00	.0
	TOTAL REVENUE	13,008.47	103,048.71	217,844.00	114,795.29	47.3
	TOTAL FUND REVENUE	13,006.47	103,048.71	217,844.00	114,795.29	47.3

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER EXPENDITURES					
51-40-100	PERSONNEL SERVICES	12,279,54	64,284,08	70.835.00	6,350,92	91.0
51-40-105	OVERTIME	209.52	1,025.91	1,000.00	(25.91)	102.6
51-40-110	UNIFORM EXPENSE	441.27	2,683.28	4,500.00	1,816.72	59.6
51-40-130	EMPLOYEE BENEFITS	4,451.50	22,741.52	24,558.00	1,816.48	92.6
51-40-260	INSURANCE	.00	7,981.92	11,000.00	3,038.08	72.4
51-40-290	OFFICE SUPPLIES	.00.	10.50	.00	(10.50)	,0
51-40-340	UTILITIES	2,977.12	25,986.97	31,000.00	5,033.03	83.8
51-40-360	CONTRACT LABOR	1,385.70	6,445.92	5,000.00	(1,445.92)	128.9
51-40-370	SALES TAX	2,138.16	7,357.09	13,200.00	5,842.91	55.7
51-40-440	POSTAGE	251.75	1,748.54	1,000.00	(748.54)	174.7
51-40-460	MAINTENANCE & SUPPLIES	4,994.48	17,422.06	14,000.00	(3,422.06)	124.4
51-40-470	VEHICLE EXPENSE	.00.	1,624.22	2,500.00	875.78	65.0
61-40-475	FUEL EXPENSE	2,097.78	10,017.61	4,320.00	(5,697.61)	231.9
61-40-480	COMPUTER EXPENSE	8.61	60,27	610.00	549.73	9.9
51-40-510	WATER TESTS	937.00	8,004.05	7,500.00	(504.05)	106.7
51-40-610	EQUIPMENT MAINTENANCE	34.00	3,777.A2	20,000.00	16,222.58	18.9
51-40-660	AUDIT	.00	.00	6,021.00	6,021.00	.0
51-40-660	TRAVEL	.00	.00	700.00	700.00	.0
61-40-900	BAD DEBT EXPENSE	.00	.00	300.00	300.00	.0
	TOTAL WATER EXPENDITURES	32,208.53	181,129.36	217,844.00	36,714.64	83.2
	TOTAL FUND EXPENDITURES	32,206,53	181,129.36	217,844.00	36,714.64	63.2
	NET REVENUE OVER EXPENDITURES	(19,200.08)	(78,080.65)	.00	78,080.66	

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
52-30-200 52-30-300 52-30-960		9,895.04 .00 .00	89,414.98 .00	113,658.00 600.00	44,243.02 500.00	61.1
02-00-000	TOTAL REVENUE	9,895.04	.00	45,281.00 159,439.00	45,281.00 90,024.02	43.5
	TOTAL FUND REVENUE	9,895.04	69,414.98	159,439.00	90,024.02	43.5

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER EXPENDITURES					
52-40-100	PERSONNEL SERVICES	8,848,25	43,508,92	70.835.00	27.126.08	61.6
52-40-105	OVERTIME	209.52	588.19	1,000.00	433.81	56.6
52-40-130	EMPLOYEE BENEFITS	3,106.95	14,748,73	41,683,00	28,914,27	35.4
52-40-340	UTILITIES	530.97	4,080.88	.00	(4,080.88)	.0
52-40-360	CONTRACT LABOR	4,492.66	15,042.05	3,600.00	(11,442.05)	417.8
52-40-460	MAINTENANCE AND SUPPLIES	205.70	8,295.67	10,000.00	1,704.33	83.0
52-40-470	VEHICLE EXPENSE	.00.	.00	2,500.00	2,500.00	.0
52-40-475	FUEL	1,169.09	4,397.56	4,320.00	(77.56)	101.8
52-40-480	COMPUTER EXPENSE	.00.	.00	500.00	500.00	.0
52-40-516	ADEQ FEES	.00.	.00	3,000.00	3,000.00	.0
52-40-610	EQUIPMENT MAINTENANCE	.00.	4,587.23	5,000.00	442.77	91.1
52-40-630	SEWER CHEMICALS	.00.	532.50	.00	(532.50)	.0
52-40-650	PROFESSIONAL SERVICES	3,599.51	7,967.16	7,021.00	(946.16)	113.5
52-40-702	SEWAGE POND COMPLIANCE	97.50	3,052.50	10,000.00	6,947.50	30.5
52-40-900	BAD DEBT EXPENSE	.00	.00	200.00	200.00	.0
	TOTAL SEWER EXPENDITURES	22,358.16	106,749.39	159,439.00	52,889.61	67.0
	TOTAL FUND EXPENDITURES	22,358.16	106,749.39	159,439.00	52,689.61	67.0
	NET REVENUE OVER EXPENDITURES	(12,463.12)	(37,334.41)	.00.	37,334.41	

GARBAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
64-30-200	SALES RECEIPTS	11,741.32	79,992.04	125,748.00	46,765.98	63.1
64-30-950	WF SAVINGS TRANSFERS IN	.00	.00	44,515.00	44,515.00	.0
	TOTAL REVENUE	11,741.32	79,992.04	171,283.00	91,270.98	48.7
	TOTAL FUND REVENUE	11,741.32	79,992.04	171,283.00	91,270.98	48.7

GARBAGE FUND

		PERIOD ACTUAL	Y	TD ACTUAL	BUDGET	UN	EXPENDED	PCNT
	GARBAGE EXPENDITURES							
54-40-100	PERSONNEL SERVICES	.00.		21,355.99	40,156.00		18,800.01	53.2
54-40-105	OVERTIME	.00		.00	250.00		250.00	.0
54-40-130	EMPLOYEE BENEFITS	.00		8,738.67	12,436.00		3.697.33	70.3
54-40-280	INSURANCE	.00		7,961,92	10,000,00		2,038.08	79.6
54-40-360	CONTRACT LABOR	10,119.49		14,939,49	.00	(14,939.49)	.0
54-40-450	EQUIPMENT/SUPPLIES	.00		4,880,27	15,000.00	•	10,139.73	32.4
54-40-460	SUPPLIES	.00.		95.78	1,000.00		904.22	9.6
54-40-470	VEHICLE EXPENSE	.00.		12,152.50	2,500.00	(9,652.50)	488.1
54-40-475	FUEL	198.01		3,539.73	1,900.00	i	1,639.73)	188,3
54-40-610	EQUIPMENT MAINTENANCE	.00.		1,576.70	.00	i	1,576,70)	.0
54-40-660	AUDIT	.00		.00	6,021.00	•	6,021.00	.0
54-40-821	LANDFILL PAYMENT	10.00		32,106.08	42,000.00		9,893,92	76.4
54-40-840	GARBAGE CAPITAL OUTLAY	.00		.00	40,000.00		40,000.00	.0
	TOTAL GARBAGE EXPENDITURES	10,325.50		107,327.13	171,263.00		63,935,67	62.7
	TOTAL FUND EXPENDITURES	10,325.50		107,327.13	171,283.00		63,935.87	82.7
	NET REVENUE OVER EXPENDITURES	1,415.82	(27,335.09)	.00		27,335.09	.o_

LANDFILL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
55-30-100	INTEREST EARNINGS	.00	.00	250.00	250.00	.0
55-30-200	SALES - LANDFILL	102,294,23	705,058.28	1,274,912.00	569,855,72	55.3
55-30-201	LATE PENALTIES	.00	.00	1,000.00	1,000.00	.0
55-30-205	MISC.REVENUE	.00	1,225.00	-	(625.00)	204.2
55-30-208	ROLL-OFF TRUCK FUND	.00	.00	50,000.00	50,000.00	.0
55-30-210	TIPPING FEES	11,598.80	79,098.88	130,000.00	50,901.12	60.9
	TOTAL REVENUE	113,890.83	785,380.18	1,458,762.00	671,381.84	53.9
	SOURCE 36					
55-38-400	SALE OF FIXED ASSETS	.00.	.00	120,000.00	120,000.00	.0
- 55-38-405	RECYCLE	1,607.00	3,001.40	2,000.00	(1,001.40)	150.1
	TOTAL SOURCE 36	1,607.00	3,001.40	122,000.00	118,998.60	2.5
	TOTAL FUND REVENUE	115,497.83	788,381.56	1,578,762.00	790,380.44	49.9

LANDFILL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UN	NEXPENDED	PCNT	_
	LANDFILL EXPENDITURES							
55-40-100	PERSONNEL SERVICES	9,684,50	120,890.52	369,838,00		248,947,48	32.7	
55-40-102	NEW HIRE	.00	•	.00.	(70.00)	.0	
55-40-105	OVERTIME	1,237.88	3,622,35	8,000.00	•	4,377.65	45.3	
55-40-110	UNIFORM EXPENSE	444.93	3,604,23	7.000.00		3,495,77	50.1	
55-40-130	EMPLOYEE BENEFITS	4,708.37	56,651.84	147,105,00		91,453,16	37.B	
55-40-250	ADVERTISING	.00.	470.74	250.00	(220,74)	188.3	
55-40-265	BANK COSTS/FEES	2,947.89	20,176,43	15,000,00	i	5.176.43)	134.5	
55-40-280	INSURANCE	.00	7,981,92	38,000,00	`	28,038,08	22.1	
55-40-290	OFFICE SUPPLIES	359.68	621.73	250.00	(371.73)	248.7	
55-40-337	PROPERTY LEASE	47,600.00	333,200.00	571,193,00	•	237,993.00	58.3	
55-40-340	UTILITIES	1,276.99	7,428.16	13,000.00		5,571.84	57.1	
55-40-360	SAFETY EQUIPMENT	.00	.00	250,00		250.00	.0	
55-40-360	CONTRACT LABOR	797.72	19,180.83	28,000.00		8,819,17	68.5	
55-40-365	CONTRACT SERVICES ENTEC	.00	476.37	25,000.00		24,523,63	1.9	
55-40-460	MAINTENANCE & SUPPLIES	9,888,74	39,582.76	35,000.00	(4,582.76)	113.1	
55-40-470	VEHICLE EXPENSE	.00.	216.00	500.00	•	284.00	43.2	
55-40-475	FUEL EXPENSE	6,620.96	41,115.71	77,855,00		36,739.29	52.8	
55-40-478	FUEL DEISEL	.00	7,180.10	.00	(7,180.10)	.0	
55-40-480	COMPUTER EXPENSE	66.08	1,874.58	2,000.00	•	125,44	93.7	
55-40-500	BUILDING MAINTENANCE	.00.	24,294.00	250.00	(24,044.00)	9717.6	
55-40-510	LAB FEES	.00.	2,316.00	5,000.00	•	2,684.00	46.3	
55-40-515	ENGINEERING SERVICES	2,316.00	3,216.00	5,000.00		1,784.00	8	
55-40-516	ADEQ FEES	2,500.00	8,511.96	15,000.00		8,488.04	43	
56-40-610	EQUIPMENT MAINTENANCE	15,922.69	79,542.76	60,000.00	(19,542.76)	132.6	
55-40-660	PROFESSIONAL SERVICES	624.92	1,847.57	6,021.00	•	4,173.43	30.7	
55-40-860	TRAVEL - TRAVEL/TRAINING	.00.	102.13	250.00		147.87	40.9	
55-40-705	CAPITAL LEASE	.00.	58,589.00	95,000.00		38,411.00	59.6	
55-40-840	LANDFILL CAPITAL OUTLAY	.00.	.00	3,000.00		3,000.00	.0	
55-40-841	ROLL-OFF TRUCK G.F. REIMBURSE	.00.	.00	50,000.00		50,000.00	.0	
55-40-855	METHANE MONITORING	.00.	732.12	3,000.00		2,267.88	24.4	
	TOTAL LANDFILL EXPENDITURES	106,999.35	838,375.79	1,578,762.00		740,388.21	53.1	
	TOTAL FUND EXPENDITURES	106,999.35	838,375.79	1,578,762.00		740,386.21	53.1	
	NET REVENUE OVER EXPENDITURES	8,498.48	(49,994.23)	.00		49,994.23	.0	

CAMP NACO

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
73-30-850	GRANT REVENUES	.00	.00	10,000.00	10,000.00	.0
	TOTAL REVENUE	.00.	.00	10,000.00	10,000.00	.0
	TOTAL FUND REVENUE	.00.	.00	10,000.00	10,000.00	.0

CAMP NACO

		PERIO	ACTUAL	YTD ACTUA	L BUDGET	UNEXPENDED	PCNT
	EXPENDITURES						
73-40-850	AUTHORIZED EXPENDITURES	:	161.50	622	2.34 10,000.00	9,177.66	8.2
	TOTAL EXPENDITURES	2	161.50	822	2.34 10,000.00	9,177.66	8.2
	TOTAL FUND EXPENDITURES	%	161.50	822	2.34 10,000.00	9,177.88	8.2
	NET REVENUE OVER EXPENDITURES	(161.50)	(822	.34) .00	822.34	.0

TRK Development LLC 5701 S. Equestrism Pl. Hereford, Az. 85615 ROC #182504

Estimate

Number

E820

Date

1/19/2019

Bill To Town of Hauchuch City 500 N Gonzales Bivd Huachuce City, Az., 86818

Ship To

Description

HC-2019-1- Phesa 1 Animal Sheller

Remove all interior room accessories (cabinets, einks, fixtures, etc.) for drywell removal.

Remove all drywall from building and dispose of

Remove all haulation from building to include in kennel area and dispose of

Remove extering wiring from building in preparation for new wiring

Provide and install meterials to repair existing framing

Remove suspended calling in entry room and dispose of. Save lights for reuse.

Remove 2 mini splits and reinstall when work is complete

Apply Kitz sealer to all areas where drywall was removed

Provide and Install a 200 aimp panel and breakers to replace existing damaged panel

Rewire building to meet code and replace existing electrical

Provide and install new LED lighting in kennel area

Provide and install new ventilator

.23.

Insulate all walls and ceilings where insulation was removed with equal R-value insulation

Drywall, tape and spray knockdown texture in all areas where drywall wass removed.

Provide and apply 2 coats of semigloss paint to all newly drywall areas

Provide and install new suspended ceiling in entry room.

Amount

-12

TRK Development LLC 5701 S. Equestrian Pl. Hereford, Az. \$5815 ROC #162504

Estimate

Number

E620

Date

1/19/2019

Bill To Town of Hauchuca City 500 N Gonzales Blvd Huschuca City, Az., 85616

Ship To

Description

Amount

Reinstall all room accessories previously removed

Provide and install new FRP panels in bathroom and kitten room

Provide and install new cove base in all drywalled rooms

Remove 310° of concrete sidewalk to expose broken water supply line to building

Repair water line as needed

Repour removed section of sidewalk to match existing concrete.

Tresh removal by TRK

Porta pot will be provided until work is complete

Final cleanup of building by TRK

Sales tax included in estimate

863,227,00

Amount Paid

\$0.00

Discount

\$0.00

Amount Due ...

\$63,227.00

Shipping Cost

\$0,00

Sub Total

\$63,227.00

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Total

\$63,227.00

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R.L. Workman Construction, LLC 10280 S. Wilderness Road Hereford, AZ 85615 (520) 458-0771

projectcoordinator@rlworkmanhomes.com

BID

Date:	2/25/	2019				
Company Na	me:	Town of Huachuca	City			
Address:	500 N	Gonzales Blvd	•			
City, State, Zi	p:	Huachuca City, AZ	85616			
Contact:	Jim Jo	hnson				
Office Phone:		520-456-1354		Cell Phone:		
E-mail:		on@huachucacityaz.	go v			
Project Locati	ion:	Animal Shelter				
		ESCRIPTION				PRICE
Demo of drywall a	and Insul	ation on 4 rooms, 2 on the	North end and 2 on	South end of building		
Remove insulation	n In side	walls and cellings of 4 room	ns located on North	and South end of buil	iding.	
Remove Insulation	n in ceili r	ng of center room where do	g kennels are.			
Vaccum all side v	vali calls	and clean up any dead rod	enta.			
Remove all old el switches that can	ectrical w	riring. Remove existing fixto cused. Replace existing 20	ures and re-use if po Camp panel with ne	esible. This portion of w. Re-wire building to	f the project may current set up a	change if we find fixtures or nd re-install existing fixtures.
Electrical repairs: Renovations to be	Recepta contain	cles/switching to be in original and to the interior of the build	inal areas and location in a control of the policy in a control of the cont	ons. Ali renovations to anel	obe in EMT and/	or commercial grade boxing
Demo approx. 66: 4 inches thick 250	eqft of ex Opsi con	terior concrete on North en crete to be used.	d of building to re-ro	ute main water line h	ook up to building	g. Concrete to be re-poured
Demo existing over	erhead pl	umbing and run new pex if	nes to current water	hook up locations.		
Put in new R-11 E area.	Batt insule	ation in walls of 4 rooms on	each endiof building	g. Put in new R-30 Ba	att insulation in ce	illing of cneter dog kennel
Replace drywall in	n 4 rooms	on North and South end o	f building. Walls to h	ave knock down text	ure.	
Paint interior and	exterior v	valls inside building of 4 roo	oms at North and So	uth end of building.		
Put in new drop or	eiling tile	In two rooms at south end	of building.			
Bid includes dump starting. Bid includ	oster and les repla	dumpster fees. Bid does N cement of fresh air fan on N	OT incidue removal forth end of building	of misc. Items left in i	building. Those a	re to be removed before
						\$67,600
Does NOT inclinspections. T	ude pe he gene	mit fees or Inspection eral contractor is in ch	n fees. Does NC arge of scheduli	T include schedung all inspections	iling of inspec	tions or calling of
				ays from the date		
SIGNATUR	RE:				Date:	



See us for all of your Remodeling, Kitchen & Bath Design, Room Additions, New Home Construction Slerra Remodeling & Homebuilders, Inc. 1840 S. Highway 92

Sierra Vista, AZ 85635 PHONE: 520-459-3164

FAX: 520-458-0408 www.sierraremodeling.com

email: office@sierraremodeling.com R.O.C. #066290/ 080355



CONTRACT SUBMITTED FOR:

Huachuca City animal shelter 300 Howard street Huachuca City, AZ 85616

DATE CONTRACT SUBMITTED: 02-22-19
DESCRIPTION OF WORK TO BE PERFORMED:

Demolition:

- Remove all drywall.
- Remove all cabinets in the breakroom.
- Remove the suspended ceiling in the office.
- Remove the laundry tub in the south west room.
- Remove wall hung sink, water closet, mirror and accessories in the bathroom.
- Remove insulation in all walls and cellings except pinned insulation on exterior walls.
- Remove all Interior doors as required for drywall.

Remediation:

- Treat for mold and mildew. Allowance of \$2,500.00 cost.
 - Any additional treatment will be billed as time and materials.

Electrical:

- Upgrade building wiring to commercial standards.
- Sections of wiring that are damaged or seen as unsafe will be replaced.
- All existing circuits installed in conduit will remain as they are but will be secured in place as needed.
- The existing 200 amp 240 volt service will be replaced with a new one of the same build in the same location.
- No work will be done on sheds or exterior buildings on the property.
- Proposal does not include new light fixtures. Existing fixtures will be removed and reinstalled as needed. Any new light fixtures will be owner provided or a lighting package price will be added to the proposal if desired.

Plumbing:

Remove existing water lines.

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- Install new main water line inside walls and above ceiling with an easily accessible shutoff valve.
- Supply water for two water heaters, one sink, one bathroom and one animal wash station.
- Supply hot water to all sinks and wash station.
- Insulate all piping. All water piping to be located in walls.
- Relocate all drains, vents and other piping, where possible, into wall spaces. Provide new supply stop valves for all fixtures. Install existing water heaters with new supply lines and shut off valves.
- Install existing fixtures, sinks and tollet that was removed for new drywall installation.

Insulation:

- Ceiling area: Nom 6" open cell foam R-21 OC HY & Ignition barrier.
- Exterior walls: Nom 3.5" open cell foam R12 OC HY & ignition barrier.
- Interior partitions: IBA GEN R-11 unf 23".

Drywall:

- Installation of new drywall, tape and texture, on all areas that the existing was removed, in order to bring the structure up to code.
- Type "X" fire code to be used.

Finish:

- Re-install all existing doors and jambs with the exception of 2 steel doors and jambs that will be replaced with like.
- Paint all new drywall and doors on the exterior of the building.
- Install new FRP wainscot and trim where it was before.
- Install new Aristokraft cabinets in break room. Augusta Thermofoil door style to replace damaged cabinets.
- Re-install existing sink and faucet.
- Install new suspended ceiling in the office reusing the existing lighting.
- Repair concrete where removed for concrete work.

Note(s):

- Upon inspection of the existing building service, it appear to be intact and serviceable except for a damaged main bus. The bus bar can be replaced without changing the entire service. If the existing service remains as is and only the rebuild is sone (changing out the old bus bar with a new one), Deduct \$3,000.00.
- Cost of this project does not include any city sales tax or permit fees.

WE PROPOSE HEREBY TO FURNISH ALL LABOR AND MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE AMOUNT OF: \$77,423.00 (Seventy-seven thousand four hundred twenty three dollars only) (Includes sales tax)

Final payment of contractual amount indicates satisfactory completion and acceptance of project to include all labor and materials. Warranty work and backordered items do not count as unfinished product.

AUTHORIZED SIGNATURE:	, SALES ASSOCIATE
	Howard Richter
NOTE: THIS CONTRACT MAY BE W	TTHDRAWN IF NOT ACCEPTED WITHIN 15 DAYS

ACCEPTANCE OF CONTRACT:

COST OF THE ABOVE IS BASED ON VISIBLE CONDITIONS ONLY AT THE TIME OF INSPECTION. IN THE EVENT CONCEALED DAMAGE IS DISCOVERED DURING THE COURSE OF NORMAL CONSTRUCTION, EXTRA CHARGES MAY BE NECESSARY. IN THIS EVENT, THE ITEMS TO BE DONE AND THE COST/PAYMENT TERMS OF THESE ITEMS WILL BE OUTLINED IN WRITING AND AGREED TO BY BOTH PARTIES THROUGH THE INIATION OF A CHANGE ORDER PRIOR TO COMMENCEMENT OF THESE ITEMS.

PURSUANT TO TITLE IV OF THE TOXIC SUBSTANCES CONTROL ACT AND THE LEAD BASED PAINT HAZARD REDUCTION ACT OF 1992, 40 CFR PART 745 LEAD BASED PAINT PREVENTION, IN THE EVENT THE HOME WAS CONSTRUCTED PRIOR TO 1978, A TEST WILL BE REQUIRED (N, THE AREA THE WORK IS TO BE PERFORMED TO DETERMINE THE PRESENCE OF LEAD PAINT. IN THE EVENT THE TEST PROVES POSITIVE AND LEAD IS PRESENT IN AN AREA LESS THAN 6 SQ FT, REMEDIATION IS REQUIRED BY LAW AND WILL BE ACCOMPLISHED PURSUANT TO THE LEAD RENOVATION, REPAIR, AND PAINTING RULE. IN THE EVENT THE AFFECTED AREA IS OVER 6 SQ FT, ABATEMENT PROCEDURES WILL BE REQUIRED. BOTH WILL BE SUPERVIDED BY AN EPA CERTIFIED SUPERVISOR. COST FOR THIS IS NOT ADDRESSED IN THE ABOVE CONTRACTUAL PRICE AND WILL REQUIRE EXTRA CHARGES TO FACILITATE REMEDIATION AND DISPOSAL. SCOPE OF WORK TO BE DONE AND COSTS ASSOCIATED WILL BE OUTLINED IN FULL AND AGREED TO IN WRITING PRIOR TO COMMENCEMENT OF THIS WORK. (REF: epa.gov/lead/lead-regulations#paint)

THE ABOVE SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. THE ACTIONS, ITEMS, AND EVENTS LISTED ABOVE REPRESENT THE COMPLETE AGREEMENT THAT EXISTS BETWEEN SIERRA REMODELING & HOME BUILDERS, INC. AND/OR ANY OF ITS' SUBSIDIARY COMPANIES. ANY OTHER WORK BEYOND THAT NOTED ABOVE MUST BE DOCUMENTED AND MEMORIALIZED BY THE INCLUSION OF A CHANGE ORDER TO THIS ORIGINAL CONTRACT OR BY THE EXECUTION OF A NEW CONTRACT.

SIERRA REMODELING & HOMEBUILDERS INC. AND/OR ANY OF ITS SUBSIDIARY COMPANIES RESERVES THE RIGHT TO SUBSTITUTE PRODUCTS OF EQUAL VALUE IN THE EVENT ANY OF THE ABOVE REFERENCED ITEMS SHOULD NOT BE AVAILABLE ON A TIMELY BASIS. MANUFACTURERS WARRANTIES WILL APPLY IN MOST INSTANCES; WITH CERTAIN EXCEPTIONS SIERRA REMODELING & HOMEBUILDERS INC. AND/OR ITS SUBSIDIARY COMPANIES WARRANTS ITS' WORK FOR A PERIOD NOT TO EXCEED TWO (2) YEARS FROM DATE OF ORIGINAL COMPLETION; NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE GIVEN, AND UNDER NO CIRCUMSTANCES WILL VERBAL (NON-DOCUMENTED) CONDITIONS, TERMS, WARRANTIES, AND/OR GUARANTEES BE ALLOWED. NO CLAIM FOR CONSEQUENTIAL DAMAGE WILL BE ALLOWED.

BY SIGNING THIS CONTRACT, I/WE GRANT PERMISSION TO SIERRA REMODELING & HOMEBUILDERS, INC. AND/OR ANY OF ITS SUBSIDIARY AFFILIATES, ITS EMPLOYEES AND AGENTS, TO TAKE AND USE VISUAL/AUDIO IMAGES OF THIS PROJECT FOR COMMERCIAL/ PROMOTIONAL PURPOSES.

YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. THE PURCHASER UNDERSTANDS THE PRODUCTS DESCRIBED ARE SPECIALLY DESIGNED AND CUSTOM BUILT AND THAT THE SELLER TAKES IMMEDIATE STEPS UPON EXECUTION OF THIS AGREEMENT TO ORDER AND CONSTRUCT THOSE ITEMS SET FORTH HEREIN; THEREFORE, THIS AGREEMENT IS NOT SUBJECT TO CANCELLATION BY THE PURCHASER FOR ANY REASON. YOU AGREE, BY ACCEPTING THIS CONTRACT, TO PAY TO SIERRA REMODELING & HOMEBUILDERS INC. AND/OR ANY OF ITS SUBSIDIARY COMPANIES REASONABLE ATTORNEY'S FEES, COURT COSTS AND FEES, AND A CONTINUING INTEREST OF TWO PERCENT (2%) (24.0% A.P.R.) ON ANY UNPAID BALANCE BEGINNING FROM THE FIRST DAY OF DELINQUENCY UNTIL THE DEBT IS FULLY DISCHARGED.

DATE OF ACCEPTANCE:	
SIGNATURE:	

THE PRINCIPLE OF

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1/16/19

January 1, 2015 - December 21 nove	32	Huachuca City Animal Control Officer 39	Cochise County Animal Control Officer -126	Total Cats	January 1, 2016 - December 31, 2016		Section City Animal Control Officer 38	Cochise County Animal Control Officer 89	Total Cats 127	January 1, 2017 - Depember 31, 2017	Huachuca City Animal Control Office.		Total Cats
	nuacnuca City - Other (Snakes, Rabbits, Lizards)	ž.			Huachuca City - Other (Snakes, Rabbits, Lizards)					Huachuca City - Other (Snakes, Rabbits, Lizards)		,	
January 1, 2015 - December 31, 2015		Sections only Athemat Control Officer 89	Cochise County Animal Control Officer 284	Total Dogs 373	January 1, 2016 - December 31, 2016 Nogs	Huachuca City Animal Control Officer 59	Cochise County Animal Control Officer 293	Total Dogs	755	January 1, 2017 - December 31, 2017 Dogs Hua	Huachuca City Animal Control Officer 59	Cochise County Animal Control Officer 218	Total Dogs

1/16/19	January 1, 2018 - December 31, 2018	Huachuca City Animal Control Officer 13	Cochise County Animal Control Officer 159	Total Cats 172	January 1, 2019 - December 31, 2019 Cats	Huachuca City Animal Control Officer 6	Cochise County Animal Control Officer 15 carried over from 2018 Total Cats 21
ity Animal Shelter Numbers	Huachuca City - Other (Snakes, Rabbits, Lizards) 30				Other (Snakes, Rabbits, Lizards) 0	,	,
Huachuca City	1	20	341	391	19 Huachuca City -	ιΛ	eo m
	January 1, 2018 - December 31, 2018 Dogs	Huachuca City Animal Control Officer	Cochise County Animal Control Officer	Total Dogs	January 1, 2019 - December 31, 2019	Huachuca City Animal Control Officer	Cochise County Animal Control Officer Carried over from 2018 Total Dogs

November 12, 2019

Mayor and Town Council Town of Hunchuca City Hunchuca City, AZ 85616

Subject Senior Center Closure

This is notify you that HCSC Management, LLC will cease operation of the Huschusse City Senior Center on March 31, 2019. The last day of meal service will be March 29, 2019.

With this in mind we ask that HCSC be given 45 days to inventory and dispose of all property owned within the building. We also request that all utilities remain on.

A representative of the towns choosing should be available to ensure that what's owned by the town of Hunchuca City is noted and listed as to remain with the building.

Thank You.

President

HCSC Management, LLC

Walter Welsch

Secretary/Treasurer

11/13/12

HCSC Mungamoni, LLC

January 8, 2019

Mayor and Town Council Town of Huachuca City Huachuca City, AZ 85616

Subject: Revised Senior Center Closure

This is notify you that HCSC Management, LLC will cease operation of the Huachuca City Senior Center on January 31, 2019. The last day of meal service will be January 31, 2019.

This new date is due to the resignation of the city provided cook. HCSC has volunteers to provide the preparation of meals until the closure date.

With this in mind we sak that HCSC be given 45 days to inventory and dispose of all property owned within the building. We also request that all utilities remain on.

A representative of the towns choosing should be available to ensure that what's owned by the town of Huachuca City is noted and listed as to remain with the building.

Thank You,

President

HCSC Management, LLC

Walter Welsch

Secretary/Treasurer

HCSC Management, LLC



Town of Huachuca City Council Decision Request (CDR)

Meeting Date	February 28, 2019								
Subject	Letter of S	Letter of Support – 2019 LSTA Grant Project							
Presenter/Depart	tment Ms. Suzar	ne Harvey, Library Di	rector						
Type of Action Requested	☐ Resolution ☐ Public Hearing	☐ Ordinance	Formal Action/Motion						
RECOMMENDAT	ION								
Council sign of a le Services and Tech	etter of support for mology Act Grant F	the Huachuca City Pub Project, " <i>Digital History</i> (lic Library's 2 of Huachuca	019 Library City'.					
DISCUSSION			447 44						

The goal of this project is to gather and make accessible a digital history repository for the city of Huachuca City and the immediately surrounding area.

Funds will be used to purchase digitization hardware, to capture and scan historical resources, to record and edit oral histories, to create and populate a database and web site with these assets, and to promote the use of the materials.

The community will benefit by both the preservation of town history and increased access to it.

It is also hoped that a renewed interest in Huachuca City's history as well as increased public access and participation in the project will strengthen community bonds, increase community engagement, and foster civic pride.

A letter of support and partnership from the town helps make our project more competitive and increases our chances of getting the project funded.

FINANCIAL ANALYSIS	
There is no cost involved.	~
ALTERNATIVES	
Council does not sign the letter of support.	
RECOMMENDED MOTION	

I hereby move that council sign a letter of support for the Huachuca City Public Library's 2019 Library Services and Technology Act Grant Project — "Digital History of Huachuca City".

Recommended by	Reviewed and Approved By
Suzanne Harvey Library Director	Matthew Williams, Town Manager



Town of Huachuca City

The Sunset City
500 N Gonzales Blvd • Huachuca City, Arizona 85616
Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

February 28th, 2019

Arizona State Library
Library Services & Technology Act
Attn.: Janet "Jaime" Ball
1700 W Washington St, Suite 300
Phoenix, AZ 85007

Dear Ms. Ball;

This is a letter of support on behalf of the Huachuca City Library proposed "Digital History of Huachuca City" project. The town of Huachuca City strongly supports this project and is pleased to be a partner in it.

The goal of this project is to gather and make accessible a digital history repository for the town of Huachuca City and the immediately surrounding area. Funds will be used to purchase digitization hardware, to capture and scan historical resources, to record and edit oral histories, to create and populate a database and web site with these assets, and to promote the use of the materials. Community members will benefit because there is no current digital archive of our community's history and creating this will help preserve our history and also foster community engagement.

As a part of this project, we would share any existing historical data and photos relating to the town's history and promote the project to our residents. We believe this collaboration is mutually beneficial and supports the goals of all the partnering organizations. It is our hope that the project will increase civic pride and community engagement. We think it is important to foster this kind of project to empower our community members and to strengthen our community through a knowledge of its history.

The Town Council fully supports and looks forward to this partnership, to digitize the town's oral and written history.

Sincerely,

Mayor Johann Wallace	Vice Mayor Donna Johnson	Councilor Joy Banks	
Councilor Cynthia Butterworth	Councilor Christie Hirshberg	Councilor Walter Welsch	



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ORDINANCE NO. 2019-10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 8 "HEALTH AND SAFETY," TO ALLOW FOR BOTH CIVIL AND CRIMINAL PENALTIES FOR TITLE 8 VIOLATIONS.

WHEREAS, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. section 9-240 (B) (28); and

WHEREAS, pursuant to section 1.05.110 most violations of the Code are classified as criminal misdemeanors; and

WHEREAS, the Town Council wishes to amend the Code to designate Code violations within Title 8 "HEALTH AND SAFETY" as either criminal or civil violations; and

WHEREAS, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on February 28, 2019, and at a subsequent meeting on March 14, 2019.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

SECTION 1. The Code, Title 8 "HEALTH AND SAFETY," Chapter 8.20 "REMOVAL OF LITTER," Section 8.20.040 "Procedure to compel removal of litter," is amended as follows, with deletions in strikeout and additions in underlined text:

8.20.040 Procedure to compel removal of litter.

The clerk Town shall enforce the provisions of Sections 8.20.020 and 8.20.030 hereby by prosecuting violators of said sections in the Huachuca City magistrate's court pursuant to the criminal provisions of this code chapter 8.35 of this Title. If such prosecution fails to secure compliance with the provisions of said sections, or in the event of inability to prosecute violators by reason of failure to secure jurisdiction over their persons, the clerk Town shall compel the removal of litter by the procedure outlined in Sections 8.20.050 through 8.20.090.

SECTION 2. The Code, Title 8 "HEALTH AND SAFETY," Chapter 8.20 "REMOVAL OF LITTER," Section 8.20.100 "Placement of debris," is amended as follows, with deletions in strikeout and additions in underlined text:

8.20.100 Placement of debris.

Any person, firm or corporation who shall place any rubbish, trash, filth or debris upon any private or public property not owned or under the control of said person, firm or corporation shall be guilty of a misdemeanor prosecuted pursuant to the provisions of chapter 8.35 of this Title and, in addition to any fine which may be imposed for violation of any provision of this chapter, shall be liable for all costs which may be assessed pursuant to this chapter for the removal of said rubbish, trash, filth or debris.

SECTION 3. The Code, Title 8 "HEALTH AND SAFETY," Chapter 8.30 "SOLID WASTE SERVICES," Section 8.30.70 "Penalties and fines," is amended as follows, with deletions in strikeout and additions in underlined text:

8.30.070 Penalties and fines.

A violation of this chapter is a class one misdemeanor. Any person who violates this chapter may be subject to a fine not to exceed \$2,500 or a term of imprisonment not to exceed six months, or both shall be prosecuted pursuant to the provisions of chapter 8.35 of this Title.

SECTION 4. The Code, Title 8 "HEALTH AND SAFETY," is amended by adding new Chapter 8.35 "VIOLATIONS AND PENALTIES," Section 8.35.010 "Citations" and Section 8.35.020 "Penalties for Title 8 violations may be civil or criminal," reading as follows:

CHAPTER 8.35 VIOLATIONS AND PENALTIES

8.35.010 Citations.

In addition to the various removal, abatement and cost recovery provisions contained throughout this Title, as well as any other remedies allowed at law, citations for civil and criminal violations of this Title may be filed in the Huachuca City Magistrate Court by the Police Department or the Town Attorney.

8.35.020 Penalties for Title 8 violations may be civil or criminal.

First offense: \$50 fine; second offense: \$100.00 fine; third and subsequent offenses: criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

SECTION 5. All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

SECTION 6. If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

SECTION 7. The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 14th DAY OF MARCH, 2019.

	Johann Wallace, Mayor	
ATTEST:		
Jennifer Fuller, Town Clerk		
Approved as to Form:		
Thomas Benavidez Town Attorney		



Town of Huachuca City

The Sunset City
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RESOLUTION NO. 2019-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, TO PARTICIPATE IN THE CENSUS 2020 COMPLETE COUNT COMMITTEE AND TO ENCOURAGE EVERY PERSON TO BE COUNTED.

WHEREAS, the United States Constitution requires a Census of the population of our nation every ten years with Census information used to determine how many representatives the State of Arizona has in the United States House of Representatives and is also used to determine districts in our State legislature and local government bodies; and

WHEREAS, individual Census records are confidential for 72 years, are protected under Title 13 of the United States Code and will not be shared with immigration or law enforcement agencies; and

WHEREAS, having an accurate and complete Census count is important to the Town of Huachuca City in determining Federal and State aids and grants, economic development, housing assistance, transportation improvements and many other uses; and

WHEREAS, all units of government, large and small corporations, non-profit organizations, religious organizations and local businesses of all sizes require accurate information on population and family size and income data for investment, job development and marketing guidance, and to determine the impact of educational, health and social programs; and

WHEREAS, the Town of Huachuca City, along with many other local governmental entities in Cochise County, agree that every resident of our County, and our State, deserves to be counted; and

WHEREAS, a united voice from businesses, government, community-based and faith based organizations, educators, media and others will allow the 2020 Census message to reach a broader audience and Complete Count Committees are a core strategic element of the Census Bureau to promote the Census; and

WHEREAS, Complete Count Committees exist to plan and implement locally based outreach campaigns that raise awareness of the Census and are comprised of trusted voices in the community.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

Section 1. Huachuca City recognizes the importance of the 2020 Census and hereby establishes the Town's participation in the regional Cochise County Complete Count Committee.

Section 2. Huachuca City asks its residents and community leaders to partner together to achieve an accurate and complete count.

Section 3. Huachuca City encourages its residents and community leaders to participate in events and initiatives including local Complete Count Committees that will raise overall awareness of the 2020 Census and increase participation among all populations.

Section 4. Huachuca City will promote Census 2020 Jobs through all means available.

Section 5. Huachuca City will use 2020 Census drop-in articles, messages and logos in newsletters, mailings, and other in-house communications.

Section 6. Huachuca City will provide a link to the 2020 Census website from the Town of Huachuca City website.

Section 7. The Town Council further resolves that every Cochise County resident counts and deserves to be counted.

PASSED AND ADOPTED by the Mayor and Council of the Town of Huachuca City, Arizona, this 28th day of February, 2019.

ATTEST:	Johann Wallace, Mayor	
	Approved as to Form:	
Jennifer Fuller, Town Clerk	Thomas Benavidez, Town Attorney	



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RESOLUTION NO. 2019-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF CORRECTIONS TO PARTICIPATE IN AN INMATE LABOR PROGRAM.

WHEREAS, the Arizona Department of Corrections ["ADC"] may authorize inmate work crews to perform acceptable tasks in any part of the State; and

WHEREAS, the Town of Huachuca City has an immediate need for inmate labor services to perform some of its public works activities; and

WHEREAS, the ADC is able to supply an inmate labor pool to support the Town's public work projects through the ADC's Douglas facility; and

WHEREAS, A.R.S. 11-952 authorizes agreements between public entities for cooperative actions, and Huachuca City and the ADC wish to jointly exercise their powers and enter into an Intergovernmental Agreement whereby ADC will allow the use of its inmate labor resources, pursuant to the terms of the agreement attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreement is in the best interest of Huachuca City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1. The Town hereby approves the Intergovernmental Agreement, attached hereto as Exhibit "A."
- Section 2. The Town's officers are hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Huachuca City.
- Section 3. The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 28th DAY OF FEBRUARY, 2019.

ATTEST:	Johann Wallace, Mayor	
Jennifer Fuller, Town Clerk		
Approved as to Form:		
Thomas Benavidez, Town Attorney		

EXHIBIT A

[Agreement with Arizona Department of Corrections must be attached.]

ADC Contract No: 19-027-24

ARIZONA DEPARTMENT OF CORRECTIONS

STATE OF ARIZONA DEPARTMENT OF CORRECTIONS 1645 West Jefferson Street, Mail Code 55302 Phoenix, Arizona 85007-3002

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between the Town of Huachuca City, hereinafter referred to as "Contractor", and Arizona Department of Corrections (ADC), hereinafter known as "Department", for and on behalf of its Arizona State Prison Complex - Douglas (ASPC-D).

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions (Attachments #1-4), and any amendments, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

TOWN OF HUACHUCA CITY

Prepared By: Belinda Biggs, Procurement Specialist

Date: February 8, 2019

FEDERAL TAX I.D. #86-6006756 Signature of Authorized Individual Signature of Authorized Individual Date_ Date Matthew Williams Ken Sanchez Typed Name Typed Name Town Manager Chief Procurement Officer Typed Title Typed Title 500 North Gonzales Boulevard 1645 West Jefferson Street, Mail Code 55302 Huachuca City, Arizona 85616 Phoenix, Arizona 85007 Address Address Intergovernmental Agreement Determination Additional Signature for Contractor (as needed) In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined the Agreement is in appropriate form and is within the powers and authority of the respective Signature Date parties. Name Attorney General Title Signature Date Address Grant Pearson, Assistant Attorney General Name Attorney for AZ Department of Corrections Title

WITNESSETH

WHEREAS, the Department is authorized to enter into this agreement by A.R.S. §11-952; §41-1604, et seq.; §41-2501(B); §31-252; and §31-254; and

WHEREAS, the Contractor is authorized to enter into this agreement by A.R.S. §11-952 and §9-240; and

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment; and

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department; and

WHEREAS, the Director of the Department may authorize immate work crews to perform acceptable tasks in any part of the State; and

WHEREAS, the Contractor has a need for a labor force to support its Public Works projects in various areas within the Town of Huachuca City, Arizona; and

WHEREAS, the Department is able to supply an inmue labor pool to support this work program from its ASPC-D facility;

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

- 1.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing or personal protective equipment required to accomplish work assignments.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary.

 Appointed Supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs utilizing On-Site Correctional Officer (CO) Supervision included as Attachment #1 of this Contract.
 - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and the correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
 - 1.2.2 Job supervision means that Contractor personnel and/or the Department Correctional Officer (CO) shall regularly account for the inmates within guidelines specified by the Department and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison, if an inmate poses security concerns, the liaison shall be contacted immediately.

- 1.3 When mutually agreed, security supervision shall be provided by Contractor in accordance with Attachment #2, Standard Work Provision for Program Utilizing Contractor Supervision.
- 1.4 Contractor and its employees who participate in this Contract shall be screened and approved in writing prior to allowing them to supervise inmates on or off institution grounds. Information necessary to screen and approve them shall include, but not necessarily be limited to: Name, Date of Birth, and Social Security Number. This screening and approval process shall be repeated each year for continuing Contractor participants.
- 1.5 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.
 - 1.5.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
 - 1.5.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed.
- 1.6 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
 - 1.6.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #3 of this Contract.
 - 1.6.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are using used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used at the work site, and while Department staff and/or immates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.7 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and/or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.8 Contractor shall follow all Department Orders (DO's) and Director's Instructions (DI's) that have bearing on Contractor fulfilling its obligations under this Contract (e.g., drug-free workplace, etc.). The Department's policies, procedures, DO's, and DI's are available at the Department website: https://corrections.az.gov. (see Section 2.13 for Department's corresponding obligation.)
- 1.9 To provide emergency first aid for minor injuries to any inmate worker or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.10 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone

number/extension of the contact person.

- 1.11 To notify the Department twenty-four (24) hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.12 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.13 When mutually agreed, to provide transportation of inmate workers to and back from selected work site(s) in Contractor-owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time. When Contractor provides inmate transportation, Contractor will not be charged for the associated transportation mileage by the performance.
- 1.14 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assembing work responsibilities; this training will be repeated each year for continuing Contractor participants. Further, if applicable, Contractor will allocate sufficient time from job responsibilities for its staff to attend any additional training determined necessary by the Department.
- 1.15 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or after the work site(s), the following procedures shall be followed:
 - 1.15.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
 - 1.15.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
 - 1.15.2.1 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
 - 1.15.2.2 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
 - 1.15.3 Failure on the part of the Contractor to respond to the request for corrective action from the Department under circumstances described in Paragraphs 1.15.2.1 and 1.15.2.2 above shall result in the immediate suspension of the work program.

- 1.15.3.1 The parties to this Contract may meet to discuss resolution.
- 1.15.3.2 If resolution cannot be achieved, this Contract shall be terminated.
- 1.15.3.3 Contractor shall make final payment to the Department as directed herein.
- 1.16 To pay for inmate labor at the rate of fifty cents (\$.50) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.17 To pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor (if applicable), and all employee related expenses. The rate charged for CO supervision shall be at the Officer's current rate of pay (overtime hours shall be charged at 1.5 times the current rate). Should additional crews be needed, by mutual agreement, Contractor will either hire additional Department CO staff or hire its own staff to supervise the additional crews. The Contractor, in agreement with the Department, must authorize the expense of additional Departmental staff before the expense is incurred. Contractor will not be charged for Department's CO staff performing "Checker" duties (occasional work site visits to check on work crews and interact with Contractor's supervisor(s)). Contractor will be charged for CO supervision requested by Contractor for specific project work, continuous supervision above and beyond Checker work, or otherwise by mutual agreement.
- 1.18 In addition to payment for inmate labor and CO supervision, if applicable, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.
- 1.19 That on or before the 15th business day of each calendar month, the Contractor shall make payment for all work performed during the preceding month. The check or warrant shall be made payable to Arizona State Prison Complex Douglas and sent to the following address (if mutually agreed, electronic payments may instead be made):

Arizona State Prison Complex - Douglas Attention: Business Manager P.O. Drawer 3867 Douglas, AZ 85608

- 1.20 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.21 That inmates assigned to this work program shall not drive any licensed, over-the-road vehicle as part of their job responsibilities; however, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
 - 1.21.1 Contractor shall provide written notice to the Department advising of the need to have

SCOPE OF SERVICES

- inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #4.
- 1.21.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #4.
- 1.21.3 If Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
- 1.21.4 Acquire and maintain applicable insurance in compliance with State requirements.
- 1.21.5 Designated off-road mobile equipment may be:
 1.21.5.1 Riding lawnmowers and golf carts or similar type equipment.
- 1.22 To employ adequate loss prevention procedures relative to Contractor's business operations in order to minimize job related injuries.
- 1.23 Prior to pursuing any press or publicity regarding these services, the Contractor shall work with ADC's Communications Department. ADC retains final approval rights concerning any such efforts.

2 THE DEPARTMENT AGREES:

- 2.1 To provide a mutually agreed to number of inmates, subject to availability of said work force, to support the Contractor's needs for its work projects. The Inmates scope of work shall include Inmate's scope of work may include any one or more of the following: general laborer, landscaper, groundskeeper, janitor, mechanic, electrician, construction technician, construction laborer, HVAC repairman, cement finisher, equipment operator, computer technician, electronic equipment installer, paint & body repairman, plumber, product line worker, clerical worker, welder and painter.
- 2.2 Inmates classified as sexual predators/offenders shall not be utilized for this public works Contract.
- 2.3 To provide sack lunches for inmates and furnish all clothing, except special protective clothing and/or equipment.
- 2.4 When mutually agreed, to provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles, for which Contractor will be charged at the State prevailing rate. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 When mutually agreed, to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
 - 2.5.1 An inmate fails to remain at the work site.

- 2.5.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.6 When applicable, Security supervision of inmate workers by Department's CO staff shall be done in accordance with Department written instructions.
- 2.7 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.8 To perform required background checks of Contractor staff involved in supervising or interacting with inmate workers. Background checks will be performed annually for continuing participants of Contractor's staff.
- 2.9 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions; such approval is subject to review and/or retraction by the Department at any time.
- 2.10 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program shall receive Department training prior to assuming work responsibilities.
- 2.11 To keep the Contractor fully informed of Department Orders and Director's written instructions that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.12 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing/and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.
- 2.13 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.14 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.15, of this Contract shall be followed.
- 2.15 To invoice the Contractor for payments due no later than the fifth (5th) business day of each month. Invoices shall identify the following:
 - 2.15.1 Inmate name and ADC number
 - 2.15.2 Hours worked
 - 2.15.3 Rate of pay
 - 2.15.4 Mileage (if applicable)

SCOPE OF SERVICES

- 2.15.5 Vehicle repair expense (if applicable)
- 2.15.6 Total amount invoiced
- 2.16 When CO supervision charges are applicable, invoices for CO supervision shall identify at a minimum the following:
 - 2.16.1 CO name(s)
 - 2.16.2 CO hours worked including overtime hours, if applicable
 - 2.16.3 Total amount invoiced
- 2.17 The invoices shall be sent to the Contractor at the following address:

Town of Huachuca City Attn: Administrator 500 North Gonzales Boulevard Huachuca City, Arizona 85616

3 SPECIAL TERMS AND CONDITIONS

- 3.1 Upon execution by the Contractor and the Department, this Contract shall become effective on July 1, 2019 and shall continue for a period of five (5) years unless earlier terminated as provided herein.
- 3.2 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.3 The Risk Management Division of the Arizona Department of Administration (State Risk) shall review and investigate all claims of Contractor personal property loss due to alleged negligence by the Department or the State.
- 3.4 The Department shall have the right to suspend the work program due to unavailability of resources. In this event the Department shall provide written notice to Contractor.
- 3.5 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
 - 3.5.1 The Department shall provide verbal notice within 24 hours or as soon as possible to the Contractor if circumstances will impact work activities.
 - 3.5.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.6 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. §31-254.

3.7 Non-Availability of Funds

In accordance with A.R.S. § 35-154, every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3.8 Conflict of Interest

In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

- 3.9 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.10 Changes to the Contract shall be implemented by written amendment processed by the Department's Procurement Services Bureau, signed by both parties.

3.11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract 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.

Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.

3.12 Applicable Law

In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

3.13 Non-Discrimination

In accordance with ARS § 41-1461, et seq. Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

3.14 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.

3.15 Audit of Records

In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

3.16 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, electronic mail to the parties at their respective addresses as shown on the signature page of this document.

3.17 Third-Party Antitrust Violations

The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.

3.18 Notice Warning

Any person who takes into or out of, or attempts to take into or out of, a correctional facility or the

grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statues. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition:

A.R.S. §13-2501

A.R.S. §13-2505

ADC Department Order 708

3.19 Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. § 13-2505

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Any person who has reasonable grounds to believe there has been a violation of attempted violation of this section shall immediately report such violation or attempted violation to the official in charge of the facility or to a peace officer.

Promoting Prison Contraband is a Class 5 felony.

Authority

A.R.S. §13-2501

A.R.S. § 3-2505

ADC Department Order 708

3.20 Unlawful Sexual Conduct

3.20.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison

facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

- This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.
- Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felotay. All other unlawful sexual conduct is a class 5 felony.
- 3.20.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.
- 3.21 Federal Prison Rape Elimination Act 2003

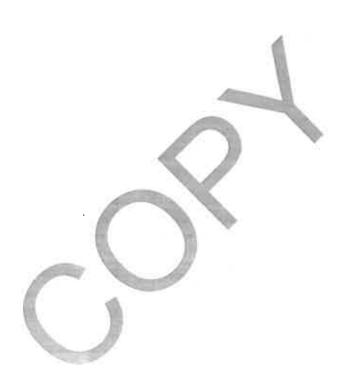
The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

- 3.22 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.23 <u>Electronic and Information Technology</u>. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

3.24 E-Verify Requirement

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

3.25 <u>Indemnification</u> Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.



PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER (CO) SUPERVISION

- A. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- B. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- C. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- E. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- F. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Sontact shall be maintained in accordance with A.R.S. §31-221, and no information shall be released without prior written authorization from a representative of the Department.
- G. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- H. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- I. No inmate shall be placed in a supervisory capacity over any other inmate.

STANDARD WORK PROVISION INMATE WORK PROGRAMS

Attachment #1
ADC Contract No. 19-027-24

- J. The Contractor shall provide immediate notification to the onsite CO of the following:
 - 1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.
 - 2. The discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- K. The visiting of an inmate by any unauthorized person shall not be permitted. If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.



PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or non-prescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers shall not be transported in privately-owned vehicles at any time.
- The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. 31-221, and no information shall be released without prior written authorization from a representative of the Department.

STANDARD WORK PROVISION INMATE WORK PROGRAMS

- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- M. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- N. The visiting of an inmate by any unautherized person shall not be permitted. If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or easible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- O. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

SITE SAFETY AND HEALTH PLAN

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
 - 1.1.1 Minimize Personal injuries;
 - 1.1.2 Maximize Property Conservations;
 - 1.1.3 Achieve Greater Efficiency; and
 - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.
 - 1.2.4 Coordinate activities with others at the work location.
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1 Safety Meetings.
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident.
 - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards.
 - 1.2.5.4 Employee/inmate safety instructions to all assigned work.
 - 1.2.5.5 Safety training programs.

STANDARD WORK PROVISION INMATE WORK PROGRAMS

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.
- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
 - 2.2.1 Make periodic loss prevention surveys.
 - 2.2.2 Submit written recommendations.
 - 2.2.3 Periodically attend safety meetings.
 - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5 Provide warning signs, safety sterators, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6 Maintain a written/comprehensive Safsty and Loss Prevention manual.
 - 2.2.7 Give due consideration to all safety factors during pre-planning.
 - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
 - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
 - 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
 - 2.2.13 Promptly investigate any incident that causes injury or damage to property.
 - 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.

- 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
- 2.2.16 Maintain an effective equipment inspection and maintenance program.
- 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
- 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
- 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
- 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.
- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

- 3.1 Laws and Regulations:
 - 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, roles, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.
- 3.2 Audit Procedures:
 - 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.
- 3.3 Drug and Alcohol Policy:
 - 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

- 4.1 Emergency Procedures Guideline:
 - 4.1.1 The Project Manager will set up emergency procedures for the following categories:

STANDARD WORK PROVISION INMATE WORK PROGRAMS

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- 4.1.1.1 Fire
 4.1.1.2 Injuries
 4.1.1.3 Injury to the general public
 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
 4.1.1.5 Public demonstrations
 4.1.1.6 Bomb threats
 4.1.1.7 Other exposures at the construction site
- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:
 - 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
 - 4.1.2.2 Delegate responsibility for making emergency calls.
- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates. If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4 minutes, the Project Manger must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.
- 4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

- 4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:
 - 4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.
 - 4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful

radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

- 4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.
- 4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.
- 4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is accessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.
- 4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.
- 4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontals rails at midheight and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.
- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall be provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is

removed temporarily for the purposes of work, a watchman shall be placed at all openings.

- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

- 4.3.1 During the course of construction/repovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debats of all types.
 - 4.3.1.1 This shall include scrap lamber and form lumber with protruding nails.
 - 4.3.1.2 Combustible scrap, and debris shall be removed at regular intervals.

 Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

- 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.
- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids form on container to another shall require electrically bonding the containers.

- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks shall be properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.

4.6 Tools – Hand and Power:

- 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
- 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
- 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
- 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
- 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
- 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
- 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and
 similar operating power tools shall be equipped with a momentary contact off-on
 control and may have a lock-on control provided that turn off can be accomplished
 with a single motion of the same finger or fingers that turn it on.
- 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.

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- 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.
- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.

4.7 Earth Moving Equipment:

- 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
- 4.7.2 Operators shall wear seat belts while vehicle is in motion.
- 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
- 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
- 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
- 4.7.6 Equipment will have audible warning devices in good working order.

LETTER OF INSTRUCTION REQUEST FOR AUTHORIZATION

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training, in mates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the immate's Department identification number, for whom approval is being requested. The list shall reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 ADC shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor shall not proceed with training until written notice of authorization is received from the Department.
- Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to ADC for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

Water & Sewer Fee Timeline-

New/Water Sewer Rates Begin, 4/1/19

<u>Animal Shelter-</u> Town Council will be voting on 2/28 whether to repair the shelter or outsource our animal services to Sierra Vista as we are currently.

<u>Backhoe purchase</u>- Town staff will be asking Council to approve surplus of the John Deere 550b dozer as well as the backhoe. The funds from the sale of the 550b will go toward the purchase of a newer backhoe. Once a newer backhoe has been purchased and delivered the old backhoe can be sold and the proceeds put toward the newer piece of equipment. (*Pending Council approval*)

<u>Scraper-</u> Staff has been on the hunt for a low hours Caterpillar scraper for our landfill. We are currently renting a 613 from Empire Caterpillar monthly until a replacement can be found and delivered. Note: Staff is seeking Council approval to surplus sale our current 623 scraper. It will most likely be purchased as a parts scraper or for total rebuild. These funds once obtained should go back into the landfill fund for future equipment needs.

Natural sewer ponds-Staff is working with SEAGO to obtain a Special Project Grant from CDBG funding for the sewer pond project. This project which must be completed by April 2020. Staff will be requesting Council to approved the \$8000 (grant application & environmental review) needed to get the potential grant funding started. There will be a work session on this item on 2/28 at 6pm.

<u>Budget Season</u>- Budget season has now begun. Staff are currently receiving their budget sheets per department. Council will hold budget meetings in April.

<u>Recycling removal</u>-The surplus sold recycling equipment is currently being removed from the Public Works building. This will greatly expand our available shop space while generating over \$30,000 in revenue. We expect this project to be completed by April 1.

<u>Council appointment</u>- Town Council will interview applicants for the available Council seat at the Council meeting on February 28th at 6:30pm. If selected a candidate could be sworn in at the 7pm meeting on February 28th.

Garbage Equipment Sale— The Town's former garbage trucks and trash cans have now been sold. The combined sale total of \$24,171 will be deposited into a savings account should Town Council ever choose to bring back Town trash service as a Town enterprise fund.

Bus Insurance Credit- Staff has adjusted the insurance on the (3) buses as they are stored in the landfill. We are maintaining insurance on these should anything to happen to them while parked. Insurance on the 3 buses (while in operation) was costing \$5893 annually. We have adjusted the insurance for a savings of \$2582 while parked. This will reduce the total bus insurance costs to \$3311 annually.

Finance Clerk's

- Bank Balance as of February 13, 2019-\$359,087.51
- Jury Summons February 20, 2019
- Benavidez Law Group can breakdown the cost of attorney fees

*Please keep in mind; Need to reduce spending. Keep cost down

Police

Police Officers continue to adjust to the 24/7 complete coverage of the Town. Gerri Sullivan and Paul Dunn will head up to Phoenix to take part in GOHS Grant training. Officer Thompson has started to receive some of the equipment to set up the School Zone Crossings at the Huachuca City Elementary School. This is a great project to collaborate with the school. It helps to protect the children, staff and the motoring public.

Title 8 Health and Safety continues to be under revision to establish Criminal versus Civil charges.

Judge Keith Barth is now our Magistrate Judge and is in full swing. Judge Barth and the Police Department will look for ways to improve court security measures.

Your Police Department (HCPD) currently carries 3 sworn police officers. They are Officers Olivas, Thompson and Arnett. These officers cover the night shift. Your Lieutenant and Chief cover the day shift. Your police department continues to provide 24/7 coverage to the citizens.

Communication Center (Dispatch):

The transition to SEACOM has happened. There is no dispatching active at HCPD. Two of the three (Paul Dunn and Brandye Thorpe) have accepted part time roles as a front desk administration/records clerk. Chere Hoyt was not retained, after 15 years with the Huachuca City Police Department.

There are numerous details to work out with SEACOM. The basic apparatus is in place and functioning.

Animal Control:

Currently, the Animal Shelter carry's three Part Time employees. They are Rebecca Sizemore, Gerald Hursh and Galen Folsom. Staff has the two additional positions on hold while the future of the Animal Shelter is decided. The Town Council has approved the temporary IGA with the Sierra Vista Animal Shelter to house our animals.

Your Animal Shelter has experienced great challenges over the last two months. The Shelter is closed. The animals will continue to be transported to the Sierra Vista Animal Shelter by our Animal Control Officers. Staff is identifying the issues. General Contractors are looking into the cost of repairs to the shelter. It is undetermined if the shelter will reopen at this time.

Whetstone Fire

- 1. 133 calls for service
- 2. 2019 Fire Inspections started
- 3. Training
 - a. 360 hours on duty (2 hours per FF daily) Fire

- b. 180 hours on duty (1 hour per FF daily) Physical Fitness
- c. 36 hours mandatory EMS Continuing Education (base hospital)
- d. 80 hours mandatory volunteer FF training.
- e. 48 hours Engine Boss Class (2 FF's)

Total: 704 hours January

- 4. ISO pre-survey ordered
- 5. Knox Box program transferred to WFD
- 6. Engine purchase should be final February 26th
- 7. Five new Volunteer FF's hired
- 8. Hose testing started for 2019
- 9. Annual Pump testing being scheduled
- 10. Annual ladder testing being scheduled (ground and aerial)

This is a brief overview of the operation regarding the Whetstone Fire District, I am available to discuss in greater detail if needed.

Library Report

- During the last month, 2,258 people have visited the library to include:
 Digital Literacy Center Classes (4) 39 attendees/One-on-One Help 18
 Spotlight on Speakers/classes (5) 103 attendees
 Children's classes/events (14) 219 attendees
- 2) Friends of the Huachuca City Library donated \$40 to help defray costs of copying Sunset City News. They also bought an additional 16 chairs for the library. Huge thanks to this fantastic organization for their support. Grand-opening of their conex at its new location will be Sat, Feb 16th.
- 3) Coordination of 2019 LSTA Grant (Digitalization of the town's history) is on-going. Met with Karen Fasimpaur to set milestones. Also met with Carol Vaughn, previous Mayor, and Sharon Upchurch, daughter of the first Mayor of HC, to discuss their participation. In addition, received letter of support from the Huachuca City Elementary School and from the Arizona Memory Project. Seeking additional letters of support from other agencies to include: Henry Hauser Museum, Fort Huachuca Museum, Tombstone School District, Cochise County Historical Society, and the Huachuca City Healthy Community Committee.
- 4) Healthy Huachuca City Committee met on February 4th. Officers were selected: Committee Chair Demetry Simonton, Co-Chair Bob Spahle and Secretary/Treasurer Bernice Wallace. The committee also now has a mission and vision statement:

Mission: "Healthy Huachuca City collaborates as community partners to strengthen our community's health and wellness."

Vision: Healthy Partnerships, Healthy Community, Healthy Future

- 5) Our speaker program has outgrown our space. Future programs will be held in council chambers. In the past month we had a representative from the Tohono O'odam Nation speak about the native culture (24 attendees). Park Rangers from Kartchner Caverns also spoke to a stand-room only crowd (36) about Bats of Arizona.
- 6) Thanks to a grant received by Cochise County Library District we have three "Creativity in a Box Kits" that are available for patron check-out: Paper Circuits, Microgreens, and Button-Making. The Microgreen Kit (Windowsill Garden) has been the most popular. It has a waiting list. The kits have everything you need for the project. It is refilled when returned. It was completely funded by the district through an LSTA grant.
- 7) Library Aide and STEAM Coordinator Kara Russian attended free Star Library Network (STAR Net) and NASA training in Prescott. Training was excellent! She gained some great resources and ideas which she will use in our STEAM programming.
- 8) I attended the quarterly City Libraries meeting on Jan 23rd at the Cochise County Library District in Bisbee. Items discussed included: best practices for patron records, one-card project update, automatic renewals for patrons, county circulation statistics and city updates.
- 9) On Jan 30th, I attended a Healthy Huachuca City Sub-Committee meeting to discuss possible transportation solutions. We discussed the possibility of collaboration with Tombstone Healthy Committee and VICAP. Will follow up with a meeting with VICAP and the Tombstone Healthy Committee Chair, Mr. Chambers.
- 10) I attended the county Public Information Officer meeting in Sierra Vista on Feb 6th. Met counter-parts from surrounding communities. Was added to the Cochise County Joint Information Center notification list.
- 11) A special story time and snacks event will be held on Wed, Feb 27th at 10:30 am. An Early Childhood Education Specialist from the University of Arizona, Cooperative Extension will read a story about healthy eating. Fun snacks will be provided.
- 12) Upcoming digital literacy workshops. Workshops run from 11:00 am to noon:
 - February 20th Making Eye-Catching Flyers
 - February 23th How to Make a Web Page
 - March 6th Photo Editing
 - March 20th Powerpoint

- 13) Upcoming Spotlight on Speakers held on Thursdays at 10 am:
 - February 21th, Charles Hancock presents "African-Americans in Times of War"
 - -March 7th, Gabrielle LaFargue presents "San Pedro River Area Life"
 - -March 14th, Tombstone Vigilettes present "Women of Tombstone from 1880 to 1915"
 - -March 21st Jonathan Donahue presents "Tombstones Abandoned Mines"
- 14) On March 7th at 11:00 am, there will be a State Health Insurance Assistance Program representative at the library to answer questions about Medicare.
- 15) A super-special Star-Gazing event will be held at the library on March 9th at 6:30 pm. This special event co-hosted by the Huachuca Astronomy Club will offer folks the opportunity to view and learn about the night sky using telescopes.

Public works Foreman/Landfill

- 1. All daily rounds have been completed at all Well Sites, Sewer Ponds, and Landfill.
- 2. All monthly samples have been pulled from the Point of Entry and Monitoring Well One at the Waste Water Facility. With the closing of the Natural Ponds now, the require Sampling Cost has been reduce by 50% on the Aquifer Protection Permit 100100832.
- 3. With the Equipment Safety Inspection and Repair Report implemented daily inspection, service and repairs are tracked with a complete record on all the Heavy Equipment in the Landfill.
- 4. Work has started to remove the sold Recycle Building Equipment and at the same time Public works is preparing the open troughs to filled and have cement poured to level them with the floor.
- 5. Public works has disconnected the Main Sewer Channel to the Natural Ponds at the Point of Entry by pouring cement to the entry channel and separating the discharge side of the Influent Main with are Back Hoe. Along with placing a Thrust Block with cement to the discharge side. Will being pouring cement with inmates in the open Manhole and filling it with dirt next week to ground level. All steps have been Photo and documented as require by ADEQ.
- 6. Complete refilling and documentation of the Landfill Compliance in all Operations by the current supervisor.
- 7. Repairs have been completed at Howard Well Site Power Panel by Public works. The Power Relay for the Soft Start Relay was replaced and wire in. Along with repairs to the contacts on Pump and Motor Soft Start Relay. A new Soft Start Relay and Power Relay will be purchased to restock Spare Parts available for all three well sites.

BUILDING OFFICIAL

Currently gathering bids for the repairs/remodeling at the Animal Shelter. Will be presenting them to the Council soon for their consideration.

There are also several property updates underway along Huachuca Blvd:

- 1) 114 Huachuca Blvd. This property recently sold and the new Owner has installed some beautiful landscaping and constructed a masonry wall around the property is available for lease.
- 2) **680 Gonzales Blvd**. The construction of the addition to the Coca Cola office is well underway. They are currently working on the foundation and structural steel.
- 3) 201 Huachuca Blvd. Several property improvements are planned for the Fountain Plaza. The pavement of the parking lot and installation of an ADA ramp was completed this week. The striping will proceed soon, to include handicap spaces. Future improvements for the property include HVAC upgrades and a fenced yard in the rear. From my understanding, this property has been leased and will be a welcome addition to the Huachuca City business community.
- 4) Huachuca City Library. Work on the electric for the Con-X box was recently completed. The work was donated by a local Electrical Contractor and was appreciated.
- 5) Huachuca City Senior Center. Contracts have been signed to complete the removal of the existing evaporative cooler and replace the roofing with shingles. The work is expected to begin mid-March. Currently gathering bids for interior ceiling repair and updates to the bathroom for ADA.
- 6) City Hall. Repairs in the main bathrooms have been completed and areas have been retiled.

Zoning Dept.

The January and February 2019 Planning and Zoning Commission meetings were cancelled due to illness among the Commissioners. They had recently completed a year-long zoning code update and no applications have been submitted for their review so there is no problem with this temporary break