

HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
THURSDAY, FEBRUARY 25, 2021, AT 7:00 PM
VIA REMOTE ACCESS FROM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616

SPECIAL NOTICE: BY PROCLAMATION OF THE MAYOR DUE TO THE COVID-19 PANDEMIC, THE MAYOR AND COUNCIL WILL CONDUCT PUBLIC MEETINGS IN A REMOTE ACCESS FORMAT. THESE MEETINGS WILL BE LIVE-STREAMED. MEMBERS OF THE PUBLIC MAY ATTEND THESE MEETINGS BY GOING TO [OR CALLING TO]: https://www.facebook.com/HuachucaCityA7 or 520-844-2096. IN ADDITION, THE MAYOR HAS TEMPORARILY SUSPENDED CALLS TO THE PUBLIC AT THESE MEETINGS. HOWEVER, MEMBERS OF THE PUBLIC MAY SUBMIT WRITTEN COMMENTS TO THE TOWN CLERK TWENTY-FOUR HOURS IN ADVANCE OF THE MEETING. ADVANCE NOTICE OF THESE MEETINGS CAN BE FOUND AT THE TOWN'S USUAL AGENDA POSTING LOCATIONS INCLUDING THE TOWN'S WEBSITE https://huachucacityaz.gov/

AGENDA

A. Call to Order - Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

Any prayer/invocation that may be offered before the start of regular Council business 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.

B. Call to the Public - Mayor TEMPORARILY SUSPENDED - WRITTEN COMMENTS MAY BE SUBMITTED TO THE TOWN CLERK

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.

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 Regular Council meeting held on February 11, 2021.
- C.2 Consider approval of the Payment Approval Report.

D. <u>Unfinished Business before the Council - Mayor</u>

Public comment **IEMPORARILY SUSPENDED – WRITTEN COMMENTS MAY BE SUBMITTED TO THE TOWN CLERK** 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. New Business Before Council - Mayor

Public comment <u>TEMPORARILY SUSPENDED – WRITTEN COMMENTS MAY BE SUBMITTED TO THE</u>
<u>TOWN CLERK</u> 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 [Spencer Forsberg]: Mr. Forsberg will review the Town's finances for the month of January.

- E.2 Discussion and/or action [Chief Thies]: Presentation of Cochise County law enforcement officials' plan to form an accountability, transparency and community engagement committee to inform and engage the public regarding the duties, policies, procedures, and functions of Cochise County law enforcement and legal processes. The Council might take action to appoint town representatives to the project.
- E.3 Discussion Only [Chief Thies]: Presentation of the Police Department callout and activity statistics for calendar year 2020, including information concerning grant funds received and associated expenditures.
- E.4 Discussion and/or Action [Chief Thies]: Approval of an equipment donation agreement with Arizona Department of Public Safety for donation of used computer equipment to the Town's police department.
- **E.5 Discussion and/or Action [Chief Thies]:** Approval to deposit \$5,000 proceeds from sale of mobile animal carrier into police department savings account.
- E.6 Discussion and/or Action [Chief Thies]: Chief Thies will present his updated plan to establish a Citizen's Police Advisory Review Board. The Council might take action to approve the plan or it might provide direction to staff for additional changes.
- E.7 Discussion and Action [Manager Harvey]: Approval of a database access and confidentiality agreement with the Town's insurer, Southwest Risk, to gain electronic access to the Town's insurance claims records.
- E.8 Discussion and/or Action [Manager Harvey]: Approval of an E-RATE Program [subsidized and affordable telecommunications and internet access) provider to the Library for the next E-RATE Program cycle.
- E.9 **Discussion and/or Action [Clerk Thorpe]:** Presentation of current fee schedule for business licenses. Council may direct staff regarding possible changes to the fee schedule.
- F. Department Director reports
- G. Items to be placed on future agendas
- H. Reports of Current Events by Council
- I. Adjournment

Posted at 5:00 PM on February 24, 2021, at the following locations:

Town Hall Bulletin Board	Town Hall Lobby Windows	Town Website
500 N. Gonzales Blvd.	500 N. Gonzales Blvd.	https://huachucacityaz.gov
Huachuca City, AZ 85616	Huachuca City, AZ 85616	
Huachuca City U.S. Post	Huachuca City Library	Huachuca City Police
Office	Windows	Department
690 N. Gonzales Blvd.	506 N. Gonzales Blvd.	500 N. Gonzales Blvd.
Huachuca City, AZ 85616	Huachuca City, AZ 85616	Huachuca City, AZ 85616

Website: https://www.huachucacityaz.gov | Facebook: https://fb.me/HuachucaCityAZ

Ms. Braudye Thorpe Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Councilmembers, with the exception of confidential material relating to possible executive sessions, is available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at www.huachucacityaz.gov

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



TOWN OF HUACHUCA CITY

The Sunset City

MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
February 11, 2021 AT 7:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616

SPECIAL NOTICE: BY PROCLAMATION OF THE MAYOR DUE TO THE COVID-19 PANDEMIC, THE MAYOR AND COUNCIL WILL CONDUCT PUBLIC MEETINGS IN A REMOTE ACCESS FORMAT. THESE MEETINGS WILL BE LIVE-STREAMED. MEMBERS OF THE PUBLIC MAY ATTEND THESE MEETINGS BY GOING TO [OR CALLING TO]: https://www.facebook.com/HuachucaCityAZ or 520-844-2096. IN ADDITION, THE MAYOR HAS TEMPORARILY SUSPENDED CALLS TO THE PUBLIC AT THESE MEETINGS. HOWEVER, MEMBERS OF THE PUBLIC MAY SUBMIT WRITTEN COMMENTS TO THE TOWN CLERK TWENTY-FOUR HOURS IN ADVANCE OF THE MEETING. ADVANCE NOTICE OF THESE MEETINGS CAN BE FOUND AT THE TOWN'S USUAL AGENDA POSTING LOCATIONS INCLUDING THE TOWN'S WEBSITE https://huachucacityaz.gov/

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- b. Roll Call and Ascertain Quorum
- c. Invocation

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Roll Call.

Present: Johann Wallace, Donna Johnson, Cynthia Butterworth, Keith Settlemeyer, Christy Hirshberg, Debbie Trate, Jean Post, Suzanne Harvey (Not voting), Brandye Thorpe (Not voting), Thomas Benavidez, Attorney (Not voting).

Invocation led by Elder Thomas.

B. <u>Call to the Public – Mayor TEMPORARILY SUSPENDED – WRITTEN COMMENTS MAY BE</u> <u>SUBMITTED TO THE TOWN CLERK</u>

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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 Special Session held on January 27, 2021 and the Regular Council meeting and the Council work session held on January 28, 2021.
- C.2 Consider approval of the Payment Approval Report.

Motion: Items on the Consent Agenda, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion: Items on the Consent Agenda, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

D. Unfinished Business before the Council - Mayor

Public comment <u>TEMPORARILY SUSPENDED – WRITTEN COMMENTS MAY BE SUBMITTED TO THE</u> <u>TOWN CLERK</u> 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.

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E.1 Discussion and/or Action [Mayor Wallace]: Presentation of Certificates of Appreciation to soldiers from C Company, 2-13th Aviation Regiment for their work at the Community Garden.

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

Mayor Wallace: As everyone knows, we do have a Community Garden, we have Anne Aust here with us tonight. A lot of work has been put in by the Regiment, in particular building out some mitigations to water run off from the Library itself and from the parking lot to make sure that we don't inundate the garden with water. That would not have been possible if not for the help from the Regiment. I know that the Community Garden is extremely grateful for all the labor put in by the men and women who volunteered their time. On behalf of the Town, myself and Council, thank you. The Community Garden provided about 3,500 pounds of fresh vegetables to people here in our community. Part of the work that was done, about 14 rain basins, capable of holding about 35 thousand gallons of rain water were designed to control that run off. Anne Aust: We couldn't have done this without them. There was over 20 tons of rock that had to be carried and carefully placed, lining these basins. They came every Saturday and worked

from 6am to noon. They always came back.

Mayor Wallace presents a letter of appreciation to Sgt. Block and Sgt. 1st Class.

E.2 Discussion and/or Action [Suzanne Harvey]: Manager Harvey will present the top unfunded needs of the Town. She may also request approval to expend funds for some or all of the following Town needs and projects: painting town buildings, purchasing a power washer, and purchasing software for interacting with the community. The Council might also consider other projects recommended by staff, including various upgrades to town buildings and equipment.

Motion: Item E.2, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Manager Harvey: Essentially, we have money that has been freed up in our budget thanks to the Cares Act money that we received for public safety. We used that money to pay two of our payments to Whetstone Fire, but we had already budgeted money to pay Whetstone. I asked every department to send me a list of things that they need but could not get. We then met all together and identified the top 3 things as a group. Those were the painting, the power washer and new software that will allow us to interact more with the public. The pressure washer would benefit every department. The painting appeared on many different department's lists, and this building has not been painted since the 1990's, when it was built. We need to lead the way in making our Town look better. I am asking for Council's approval to let us spend approximately

\$30,000.00 of that surplus to do those 3 things. Also asking Council to consider the other things on the list that were provided by the department heads.

Councilmember Post: Are you talking about interior or exterior painting, or both?

Manager Harvey: This was for the exterior.

Councilmember Trate: What's the manufactured home removal?

Dr. Johnson: There are many manufactured homes, especially in lower Huachuca City, that are abandoned and vacant. This would allow us to track the owner down and get it removed.

Councilmember Butterworth: How many are we talking about?

Dr. Johnson: There's probably about 25-30.

Councilmember Butterworth: How much to remove them?

Dr. Johnson: That's part of the program, figuring out the best way to deal with them. Demo on site or having a trucking company come and haul them off. It can run anywhere from \$500 to a couple thousand dollars per unit depending on which option we choose to use.

Councilmember Butterworth: How many of them would be able to be pulled away without falling apart?

Dr. Johnson: They would more than likely have to be dismantled on site.

Councilmember Post: Then we would sell it?

other thinas.

Dr. Johnson: No. We don't sell anything. It is personal property, there is an owner out there. It is their responsibility to deal with it. We just want to have a path where we can help those owners. Councilmember Hirshberg: I don't have a problem with the \$28,000.00 for the painting and pressure washer and stuff, but I am against spending more on the other stuff. I say we save it. Mayor Wallace: The one thing I would be interested in knowing is the cost to actually make our buildings ADA compliant, in particular the restrooms down at the Community Center. I would like to see that part come back. But the rest, I agree that we shouldn't spend any more on the

Councilmember Settlemeyer: The \$20,000.00 for exterior painting, do you have bids for that? Manager Harvey: No. Mr. Halterman, our Public Works Director, gave me that estimate. He is planning, I believe, to paint it with staff. That is more for the purchase of necessary equipment and supplies.

Councilmember Butterworth: All of us can pitch in. We did it down in lower.

Mayor Pro Tem Johnson: I think we should have a work session once you find out the information on the ADA stuff so we can discuss it. But I do think we should save some of the money too.

Mayor Wallace: I'll be honest, I am not going to approve anything else on the want list except for the ADA.

Councilmember Trate: I think that in future years we should look at the manufactured homes thing.

Councilmember Settlemeyer: Who gets to pick the colors?

Manager Harvey: I'll bring that to Council.

Mayor Wallace: The Go.gov thing would be an additional expense of about \$5,000.00/year if we decide to keep it. This is kind of to test it and see if we like it. If we don't like it, we don't have to keep it.

Motion: The expenditure of \$30,000.00 from the surplus funds for the use and execution of painting and exterior repairs of our buildings, purchase of a pressure washer and purchase of a go.gov app, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg. Motion passed unanimously.

E.3 Discussion and/or Action [Mayor Wallace]: Mayor Wallace will direct staff to begin the process of preparing a new budget for FY 2022. Council might discuss the budget preparation and adoption timeline, budget priorities, anticipated revenues and expenditures.

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

Mayor Wallace: Our fiscal year ends June 30th and we don't want to wait until the last minute to get this done. It's time to look at our budget and in particular staff, department heads, need to really start looking at their budgets and putting together what their next year's budget is going to be. Because I have some concerns with our budget right now, due to how poorly it was put together, I am going to be very eagle eyed when it comes to staff requests. If I see anyone asking for more money I am not going to support it in any way. I don't have confidence in our budget right now based on who and how it was developed. I want the starting point to be at the prior year's budget, not the one we are in now. We will obviously have to make some adjustments. I also want to see a long range purchase plan.

Manager Harvey: I would like to know when you would like us to come back and start work sessions with Council?

Mayor Wallace: When will you be able to have a draft budget for presentation to Council? Manager Harvey: I would say at least 30 days, maybe 45 days.

Mayor Wallace: The week of our first meeting in April, let's have a work session.

Motion: Begin the budgeting process as discussed., **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

E.4 Discussion and/or Action [Dr. Johnson]: Presentation concerning adopting regulations under State Proposition 207 authorizing limited cultivation and sale of marijuana for recreational purposes. Dr. Johnson will review the Town's existing regulations and potential new regulations for recreational and medical marijuana use, cultivation and sale.

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

Dr. Johnson confirms details with Council in regard to how the regulations should be moving forward. Distance should remain at 1000 feet from schools/daycares/churches. Allowed operating hours between 10am and 6pm. Community Center will be added to the list of schools and daycares and such that require the distance. Also it is decided that the Town does not want to have a marijuana permit fee on top of the business license fee.

Motion: Proceed with the corrections and changes as discussed and move on to the next step , **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg. Motion passed unanimously.

E.5 Discussion and/or Action [Suzanne Harvey]: Manager Harvey will request Council direction regarding appointment of a representative to the Upper San Pedro Partnership, which concerns the long-term water needs of the Upper San Pedro River Basin. Council might take action to appoint a representative/s.

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

Manager Harvey: For some reason they have myself and Brandye as part of this, but looking at the other members, it should be someone on Council. It would be more appropriate.

Motion: Mayor Wallace as the primary and Deb Trate as the alternate as the Town's representatives to the USPP, **Action:** Designate, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

F. Department Director Reports

Manager Harvey: We have 2 WIFA meetings next week, the loan process is progressing. Our ERATE contract is almost up, we will have to go out for bid on this. Last Council meeting there was question about a few items on the financial report. There was a miscode on the Police Department for their body camera equipment, there was a different line this should have been charged. We will do a line item adjustment on this. On the Miscellaneous section, we have a tower lease that we are only paid for every five years and that happened this year and so the money was put there. We completed 2 interviews for Library Director and have 2 more scheduled for next week. As Council is aware, we don't have inmates anymore for labor, so the landfill is going to hire 2 part time people to help with some of what used to be done with the inmate labor. They do have money in their budget to cover this.

G. Items to be placed on future agendas

Mayor Pro Tem Johnson: Do I need to put having the farmers market come to town looked into on there?

Mayor Wallace: Re-evaluate the business license fees

- H. Reports of Current Events by Council
- I. Adjournment

Motion: 7:45pm, Action: Adjourn, Moved by Johann Wallace, Seconded by Donna Johnson. Motion passed unanimously.

Approved by Mayor Johann R. Wallace on February 25, 2021.

	Mr. Johann R. Wallace Mayor
Attest:	
Ms. Brandye Thorpe, Town Clerk	
Seal:	
<u>Certification</u>	
I hereby certify that the foregoing is a true and correthe Huachuca City Town Council held on February 1 was duly called and a quorum was present.	
	Ms. Brandye Thorpe, Town Clerk

Website: https://www.huachucacityaz.gov | Facebook: https://fb.me/HuachucaCityAZ

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		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-31-100	AUTO LIEU TAX	9,376.74	63,588.17	110,974.00	47,385.83	57.3
10-31-200		7,307.65	64,674.83	105,326.21	40,651.38	61.4
10-31-240	FRANCHISE TAXES	3,006.26	6,552.80	21,300.00	14,747.20	30.8
10-31-250	CITY SALES TAXES	29,432.83	191,600.68	328,787.00	137,186.32	58.3
10-31-252	USE TAX PURCHASES	.00.	.00.	10,000.00	10,000.00	0,
10-31-254		.00	.00	10,000.00	10,000.00	.0
10-31-260	STATE SALES TAXES	17,152.86	116,424.99 	157,371.00	40,946.01	74.0
	TOTAL TAXES	66,276.34	442,841.47	743,758.21	300,916.74	59.5
	LICENSES AND PERMITS					
10-32-100	BUILDING PERMITS	105.00	7,105.41	15,000.00	7,894.59	47.4
10-32-110	BUSINESS LICENSES	700.00	7,172.00	11,000.00	3,828.00	65.2
10-32-120	P&Z FEES	.00	2,200.00	750.00	(1,450.00)	293.3
	TOTAL LICENSES AND PERMITS	805.00	16,477.41	26,750.00	10,272.59	61.6
	INTERGOVERNMENTAL REVENUE					
10-33-100	STATE REVENUE SHARING	20,674.89	124,049.34	248,099.00	124,049,66	50.0
	TOTAL INTERGOVERNMENTAL REVENUE	20,674.89	124,049.34	248,099.00	124,049.66	50.0
	CHARGES FOR SERVICE					
10-34-131	POLICE PROTECTION EQUIPMENT	4.34	30.68	100.00	69.32	30.7
	POST TRAINING REIMBURSMENTS	.00	.00	100.00	100.00	.0
10-34-140	AUCTION PROCEEDS	.00.	5,657.05	20,000.00	14,342.95	28.3
10-34-150	ANIMAL SHELTER REIMBURSEMENT	.00.	.00	100.00	100.00	.0
10-34-160	KENNEL FEES	38.00	259.00	1,000.00	741.00	25.9
10-34-170	ADMIN GARBAGE FEES	563.01	4,127.18	10,000.00	5,872.82	41.3
10-34-530	CITY BUS FEES/DONATIONS	.00.	.00.	2,000.00	2,000.00	.0
	TOTAL CHARGES FOR SERVICE	605.35	10,073.91	33,300.00	23,226.09	30.3
	FINES					
10-35-100	POLICE FINES	14,810.90	75,570.80	105,000.00	29,429.20	72.0
	IMPOUND FEES	1,215.00	6,430.00		(230.00)	103.7
	TOWING FEES	804.00	2,687.00	3,100.00	413.00	86.7
	LIBRARY FEES & FINES	150.00	2,718.24	3,200.00	481.76	85.0
	TOTAL FINES	16,979.90	87,406.04	117,500.00	30,093.96	74.4

		PER	IOD ACTUAL	YTD	ACTUAL -	BUDGET		UNEARNED	PCNT
	MISCELLANEOUS REVENUE								
10-36-100	INTEREST		10,026.24		21,370.03	40,000.00		18,629.97	53.4
10-36-200	UNREALIZED GAIN	(9,290.63)	(5,054.77)	10,000.00		15,054.77	(50.6)
10-36-455	DONATIONS	·	.00	•	10.00	2,000.00		1,990.00	.5
10-36-500	PARKS & REC REVENUE & FEES		.00		808.00	2,400.00		1,592.00	33.7
10-36-515	YOUTH SPONSERSHIP REVENUE		.00		.00	3,000.00		3,000.00	.0
10-36-900	MISCELLANEOUS		766.74		7,605.51	2,500.00	(5,105.51)	304.2
10-36-901	ADMIN SERVICE FEES		.00		.00	5,000.00		5,000.00	.0
10-36-902	WORKERS' COMP REIMBURSEMENTS		.00		1,083.66	100.00	(983.66)	1083.7
10-36-903	DIESEL SALES (FIRE, SCHOOL)		.00		2,346.65	15,000.00		12,653.35	15.6
10-36-904	WILDLAND REVENUE		.00		.00	2,500.00		2,500.00	.0
10-36-907	INSURANCE CLAIMS		.00		.00	100.00		100.00	.0
10-36-908	EMPLOYEE INSURANCE CONTRIBUTIO		.00		.00	15,000.00		15,000.00	.0
10-36-910	LANDFILL LAND LEASE		47,599.42	;	333,195.94	702,955.00		369,759.06	47.4
10-36-911	WEAPONS & AMMO		.00		.00	20,000.00		20,000.00	.0
10-36-912	ASSET FORFEITURE		.00		.00	20,000.00		20,000.00	.0
10-36-950	RICO REVENUE(ASSET FORFEITURE)		.00.		.00	8,400.00		8,400.00	.0
10-36-966	BUILDING LEASE RENT		.00		.00	15,000.00		15,000.00	.0
10-36-971	TOWER LEASE		.00		62,964.23	62,964.00	(.23)	100.0
10-36-980	INSURANCE DIVIDEND		.00		.00	29,000.00		29,000.00	.0
10-36-990	MUFFIN MONSTER REPAYMENT		.00		.00	3,500.00		3,500.00	.0
10-36-999	DAILY CASH REC OVER/SHORT ACCT		.00		.00	100.00		100.00	.0
	TOTAL MISCELLANEOUS REVENUE		49,101.77		124,329.25	959,519.00		535,189.75	44.2

		PERIOD ACTUAL	<u> </u>	TD ACTUAL	BUDGET		UNEARNED	PCNT
	TOWN GRANTS							
10-37-165	DONATIONS - ANIMAL SHELTER	.00.		.00	5,000.00		5,000.00	.0
10-37-456	DONATIONS - LIBRARY	.00.		1,340.00	3,000.00		1,660.00	44.7
10-37-457	LIBRARY GRANT	.00.		5,771.00	50,000.00		44,229.00	11.5
10-37-458	SENIOR CENTER GRANT	.00		.00	25,000.00		25,000.00	.0
10-37-459	SUMMER SPLASH	.00		319.00	.00	(319.00)	.0
10-37-467	POLICE DONATIONS	.00.		482.17	5,000.00	•	4,517.83	9.6
10-37-480	SUMMER SPLASH GRANT	.00		.00	5,000.00		5,000.00	.0
10-37-906	GRANTS - POLICE AZDOHS	.00.		.00	100,000.00		100,000.00	.0
10-37-908	GRANTS - IT	.00		.00	15,000.00		15,000.00	.0
10-37-909	BUILDING REGULATION GRANT	.00.		.00	10,000.00		10,000.00	.0
10-37-911	GRANTS - POLICE AZGOHS	.00.		.00	50,000.00		50,000.00	.0
10-37-913	USDA EQUIPMENT GRANT	.00.		.00	60,000.00		60,000.00	.0
10-37-919	CITY BUS GRANT	.00.		.00	50,000.00		50,000.00	.0
10-37-920	GENERAL ADMIN GRANT	.00		.00	50,000.00		50,000.00	.0
10-37-921	POLICE GRANT	.00		13,358.60	.00	(13,358.60)	.0
10-37-925	MISC GRANTS	.00		94,500.00	150,000.00		55,500.00	63.0
10-37-926	COVID-19 GRANTS	.00	(4.55)	250,000.00		250,004.55	.0
10-37-927	CARES ACT GRANT	.00	•	199,305.00	.00	(199,305.00)	.0
10-37-963	E-RATE	.00		.00	150,000.00	-	150,000.00	.0
10-37-965	SCBA GRANT	.00		.00	200,000.00		200,000.00	.0
10-37-966	SEWER POND PROJECT	.00		.00	2,000,000.00		2,000,000.00	.0
10-37-967	LANDFILL GRANT	.00		.00	15,000.00		15,000.00	.0
10-37-968	PUBLIC WORKS GRANT	.00		.00	20,000.00		20,000.00	.0
10-37-969	COURT GRANT	.00.		.00	10,000.00		10,000.00	.0
	TOTAL TOWN GRANTS	.00.		315,071.22	3,223,000.00		2,907,928.78	9.8
	TOTAL FUND REVENUE	154,443.25		1,420,248.64	5,351,926.21		3,931,677.57	26.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COUNCIL					
10-42-100	PERSONNEL SERVICES	900.00	5,400.00	10,800.00	5,400.00	50.0
10-42-130	EMPLOYEE BENEFITS	71.03	432,30	930.00	497.70	46.5
10-42-220	ATTORNEY FEES	.00	18,952.62	40,000.00	21,047.38	47.4
10-42-250	ADVERTISING	.00.	.00	1,500.00	1,500.00	.0
10-42-290	OFFICE SUPPLIES	22.96	45.92	200.00	154.08	23.0
10-42-530	COMMUNITY RELATIONS	19.44	19.44	100.00	80.56	19.4
10-42-640	MEMBERSHIP LEAGUE	.00	627.00	5,720.00	5,093.00	11.0
10-42-660	TRAVEL AND TRAINING	.00	.00	1,300.00	1,300.00	.0
10-42-670	BLDG LEASE PAYMENT	.00.	214.47	.00	(214.47)	.0
	TOTAL COUNCIL	1,013.43	25,691.75	60,550.00	34,858.25	42.4
	GENERAL ADMINISTRATION					
10-43-100	PERSONNEL SERVICES	10,179.60	92,092.73	165,000.00	72,907.27	55.8
10-43-102	NEW HIRE	90.00	360.00	150.00	(210.00)	240.0
10-43-105	OVERTIME	.00	1,291.09	250.00	(1,041.09)	516.4
10-43-130	EMPLOYEE BENEFITS	1,678.44	16,018.85	49,315.21	33,296.36	32.5
	ADVERTISING	.00.	1,980.62	4,000.00	2,019.38	49.5
10-43-271	TELEPHONE	551.16	4,722.30	8,600.00	3,877.70	54.9
10-43-280	INSURANCE	181.85	6,538.80	50,000.00	43,461.20	13.1
10-43-290	OFFICE SUPPLIES	851.16	4,454.04	6,000.00	1,545.96	74.2
10-43-300	PRINTING	.00	(183.18)	1,000.00	1,183.18	(18.3)
	UTILITIES	1,016.41	3,773.81	8,000.00	4,226.19	47.2
10-43-360	CONTRACT LABOR	.00	1,349.37	1,700.00	350.63	79.4
10-43-440	POSTAGE	.00	790.06	3,500.00	2,709.94	22.6
10-43-470	VEHICLE EXPENSE	.00	.00	600.00	600,00	.0
	FUEL EXPENSE	.00	.00	600.00	600.00	.0
	COMPUTER EXPENSE	1,001.95	10,583.75	8,000.00	(2,583.75)	132.3
	BUILDING MAINTENANCE	68.50	519.99	4,000.00	3,480.01	13.0
10-43-610	EQUIPMENT MAINTENANCE	.00	.00	250.00	250.00	.0
10-43-640	MEMBERSHIP	.00	1,448.00	2,500.00	1,052.00	57.9
10-43-650	AUDIT	11,625.00	32,095.06	35,750.00	3,654.94	89.8
10-43-660	TRAVEL AND TRAINING	350.00	623.00	4,000.00	3,377.00	15.6
10-43-671	BLDG LEASE PAYMENT	7,572.50	7,572.50	18,000.00	10,427.50	42.1
	ELECTION SUPPLIES	.00	2,611.49	8,000.00	5,388.51	32.6
	CODIFYING/DIGITIZING	.00.	.00	2,100.00	2,100.00	.0
10-43-705	DEBT:CAP LEASE EXP (830 AZ ST)	304.50	24,273.63	10,000.00	(14,273.63)	242.7
	CAPITAL OUTLAY - EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
10-43-850	DEBT: HURF REPAYMENT	.00	.00	4,200.00	4,200.00	.0
	TOTAL GENERAL ADMINISTRATION	35,471.07	212,915.91	396,515.21	183,599.30	53.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MAGISTRATE					
10-45-100	PERSONNEL SERVICES	1,616,00	12,120.00	21,008.00	8,888.00	57.7
10-45-105		.00	.00	250.00	250.00	.0
10-45-120	PROSECUTION FEES	.00.	1,838,31	4,500.00	2,661.69	40.9
10-45-130	EMPLOYEE BENEFITS	690.96	4,659.58	7,850.00	3,190.42	59.4
10-45-221	COURT APPT ATTORNEYS	1.270.00	2,120.00	4,000.00	1,880.00	53.0
10-45-250	CONTRACT LABOR-PRO TEM	40.00	460.00	1,000.00	540.00	46.0
10-45-290	OFFICE SUPPLIES	.00	45.47	200.00	154.53	22.7
10-45-360	CONTRACT LABOR-JUDGE	1,260.00	7,410.00	14,400.00	6,990.00	51.5
10-45-361	CONTRACT LABOR - SECURITY	210.00	5,518.00	9,760.00	4,242.00	56.5
10-45-480	COMPUTER EXPENSE	.00	1,226.64	2.750.00	1,523,36	44.6
10-45-660	TRAVEL/TRAINING	.00	.00	1,500.00	1,500.00	.0
10-45-810	JAIL FEES	.00	636.12	4,000.00	3,363.88	15.9
	TOTAL MAGISTRATE	5,086.96	36,034.12	71,218.00	35,183.88	50.6
	<u>m</u>					
10-48-210	SUBSCRIPTIONS	.00	10,269.42	36,765.00	26,495,58	27.9
	CELL PHONE	1,578.02	8,016.23	19,680.00	11,663.77	40.7
	SOFTWARE LICENSING	.00	.00	100.00	100.00	.0
	CAPITAL OUTLAY	.00	.00	7,750.00	7,750.00	.0
	TOTAL IT	1,578.02	18,285.65	64,295.00	46,009.35	28.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
10-51-100	PERSONNEL SERVICES	21,866.50	163,807.35	308,000.00	144,192.65	53.2
10-51-105	OVERTIME	1,519.22	6,390.30	8,000.00	1,609.70	79.9
10-51-110	UNIFORM EXPENSE	250.00	1,625.00	3,100.00	1,475.00	52.4
10-51-130	EMPLOYEE BENEFITS	6,156.69	43,860.75	111,000.00	67,139.25	39.5
10-51-135	PUBLIC SAFETY RETIREMENT	2,864.19	20,548,38	50,000.00	29,451.62	41.1
10-51-222	SEACOM/CCSO CONTRACT	.00	40,975.00	81,950.00	40,975.00	50.0
10-51-230		.00.	719.14	3,500.00	2,780.86	20.6
10-51-240	PROSECUTION FEES	.00	1,963.50	4,500.00	2,536.50	43.6
10-51-271	TELEPHONE	384.27	2,215.97	5,200.00	2,984.03	42.6
10-51-290	OFFICE SUPPLIES	.00	579.07	1,000.00	420.93	57.9
10-51-295	PRINTING EXPENSE	.00	290.21	1,225.00	934.79	23.7
10-51-340	UTILITIES	279.68	2,230.65	6,000.00	3,769.35	37.2
10-51-360	CONTRACT LABOR	.00	495.00	.00	(495.00)	.0
10-51-460	MAINTENANCE AND SUPPLIES	488.59	4,718.21	1,200.00	(3,518.21)	393.2
10-51-463	MEDICINE/VACCINE	.00	302.36	2,000.00	1,697.64	15.1
10-51-466	WEAPONS AND AMMUNITION	.00	820.51	600.00	(220.51)	136.8
10-51-467	SV CONTRACT PAYMENT	.00	.00	4,000.00	4,000.00	.0
10-51-470	VEHICLE EXPENSE	524.68	12,359.56	11,000.00	(1,359.56)	112.4
10-51-475	POLICE FUEL EXPENSE	931.92	5,436.92	13,400.00	7,963.08	40.6
10-51-480	COMPUTER EXPENSE	.00.	.00	1,000.00	1,000.00	.0
10-51-505	POLICE VEHICLE IMPOUND FEE	978.00	3,511.50	2,210.00	(1,301.50)	158.9
10-51-510	IMPOUND ADMIN	(900.00)	(3,150.00)	.00	3,150.00	.0
10-51-620	EQUIP REPAIR AND MAINTENANCE	1,368.81	4,760.09	8,300.00	3,539.91	57.4
10-51-640	MEMBERSHIP	.00	.00	400.00	400.00	.0
10-51-660	TRAVEL AND TRAINING	1,581.63	2,026.63	2,500.00	473.37	81.1
10-51-665	COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-51-705	CAPITAL LEASE	61.57	929.21	3,100.00	2,170.79	30.0
10-51-840	POLICE CAPITAL OUTLAY	.00	.00	4,900.00	4,900.00	.0
10-51-841	VEHICLE LEASE	.00.	27,046.78	28,000.00	953.22	96.6
10-51-856	BODY WORN CAMERA PROGRAM	.00	.00	4,500.00	4,500.00	.0
10-51-857	ASSET FORFEITURE EXPENSES	.00.	780.00	.00	(780.00)	.0
	TOTAL POLICE	38,355.75	345,242.09	671,585.00	326,342.91	51.4
	ANIMAL SHELTER					
10-52-100	PERSONNEL SERVICES	2,463.39	18,708.65	.00	(18,708.65)	.0
10-52-105	OVERTIME	.00	108.00	.00	(108.00)	.0
	EMPLOYEE BENEFITS	906.53	6,727.19	.00	(6,727.19)	.0
	INSURANCE	.00	22.34	.00	(22.34)	.0
10-52-463	MEDICE/VACCINE	165.00	290.00	.00	(290.00)	.0
	FUEL EXPENSE	211.14	211.14	.00	(211.14)	.0
	TOTAL ANIMAL SHELTER	3,746.06	26,067.32	.00	(26,067.32)	.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE					
10-53-340	UTILITIES	1,054.72	4,695.43	12,000.00	7,304.57	39.1
10-53-360	CONTRACTED PERSONNEL SERVICES	102,500.00	307,849.25	410,000.00	102,150.75	75.1
10-53-366	INSURANCE	.00	402.12	3,200.00	2,797.88	12.6
10-53-470	VEHICLE EXPENSE	237.25	237.25	.00.	(237.25)	.0
	TOTAL FIRE	103,791.97	313,184.05	425,200.00	112,015.95	73.7
	BUILDING REGULATION					
10-54-360	CONTRACT LABOR	4,100.00	29,500.00	55,000.00	25,500.00	53.6
10-54-760	BLDG REGULATION SUPPLIES	67.03	347.77	600.00	252.23	58.0
10-54-801	ABATEMENT	.00	.00	1,020.00	1,020.00	.0
	TOTAL BUILDING REGULATION	4,167.03	29,847.77	56,620.00	26,772.23	52.7
	PUBLIC WORKS					
10-57-100	PERSONNEL SERVICES	1,124.79	8,458.31	14,585.00	6,126.69	58.0
10-57-105	OVERTIME	80.17	352,88	500.00	147.12	70.6
10-57-110	UNIFORM EXPENSE	295,60	2,149.44	1,450.00	(699.44)	148.2
10-57-130	EMPLOYEE BENEFITS	394.63	3,001.07	9,762.00	6,760.93	30.7
10-57-280	INSURANCE	.00	196.60	1,555.00	1,358.40	12.6
10-57-340	UTILITIES	6,049.33	22,058.04	30,000.00	7,941.96	73.5
10-57-360	CONTRACT LABOR	.00	.00	1,000.00	1,000.00	.0
10-57-460	MAINTENANCE AND SUPPLIES	948.74	2,220.46	1,750.00	(470.46)	126.9
10-57-475	FUEL EXPENSE	121.91	644.94	1,000.00	355.06	64.5
10-57-610	EQUIPMENT MAINTENANCE	.00	1,734.91	10,000.00	8,265.09	17.4
	TOTAL PUBLIC WORKS	9,015.17	40,816.65	71,602.00	30,785.35	57.0
	CITY POOL					
10-58-100	PERSONNEL SERVICES	.00	7,764.90	10,144.00	2,379,10	76.6
	EMPLOYEE BENEFITS	.00	1,055.51	•	(47.51)	104.7
	PHONE	.00	.00	100.00	100.00	.0
10-58-340		411.98	2,691.27	6,800.00	4,108.73	39.6
	MAINTENANCE AND SUPPLIES	.00	1,723.98	2,600.00	876.02	66.3
	CERTIFYING	.00	.00	300.00	300.00	.0
-	TOTAL CITY POOL	411.98	13,235.66	20,952.00	7,716.34	63.2

59 % OF THE FISCAL YEAR HAS ELAPSED

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SUMMER SPLASH					
10-59-100	PERSONNEL SERVICES	.00	.00	4,500.00	4,500.00	.0
10-59-130	EMPLOYEE BENEFITS	.00	.00	250.00	250.00	.0
10-59-460	SUPPLIES	.00.	132.85	200.00	67.15	66.4
	TOTAL SUMMER SPLASH	.00	132.85	4,950.00	4,817.15	2.7
	PARKS & RECREATION					
10-60-460	MAINTENANCE AND SUPPLIES	774.76	1,352.59	1,460.00	107.41	92.6
10-60-530	COMMUNITY RELATIONS/JULY 4TH	.00	.00	10,000.00	10,000.00	.0
10-60-704	SPECIAL ACTIVITIES	.00	273.06	800.00	526.94	34.1
	TOTAL PARKS & RECREATION	774.76	1,625.65	12,260.00	10,634.35	13.3
	LIBRARY AND COMMUNITY SERVICES					
10-62-100	PERSONNEL SERVICES	4,341.51	38,780.73	86,091.00	47,310.27	45.1
10-62-105	OVERTIME	.00	6.30	.00	(6.30)	.0
10-62-130	EMPLOYEE BENEFITS	953.46	5,660.30	9,007.00	3,346.70	62.8
10-62-271	TELEPHONE	166.31	1,082.01	2,100.00	1,017.99	51.5
10-62-280	INSURANCE	.00.	44.68	400.00	355.32	11.2
10-62-290	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-62-340	UTILITIES	350.01	1,468.30	10,600.00	9,131.70	13.9
10-62-366	INMATE/JANITORIAL	.00	910.00	1,300.00	390.00	70.0
	MAINTENANCE AND SUPPLIES	47.00	274.98	750.00	475.02	36.7
10-62-476		.00	39.33	40.00	.67	98.3
	COMPUTER EXPENSE	750.00	750.00	1,500.00	750.00	50.0
10-62-481	INTERNET	.00	.00	3,800.00	3,800.00	.0
	VEHICLE REPAIR & MAINT	.00.	.00	200.00	200.00	.0
10-62-621	DEBT: E-RATE	1,275.00	7,675.00	9,000.00	1,325.00	85.3
	TRAVEL AND TRAINING	.00	.00	500.00	500.00	.0
	COMMUNITY RELATIONS	.00	297.00	.00.	(297.00)	.0
10-02-705	CAPITAL OUTLAY	47.40	1,563.88	3,700.00	2,136.12	42.3
	TOTAL LIBRARY AND COMMUNITY SERVICES	7,930.69	58,552.51	129,988.00	71,435.49	45.0
	CITY BUS					
10-65-280	INSURANCE	.00	80.42	700.00	619.58	11.5
	BUS LINE EXP	.00	.00	2,000.00	2,000.00	.0
	TOTAL CITY BUS	.00	80.42	2,700.00	2,619.58	3.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SENIOR CENTER					
10-68-290	SUPPLIES	.00.	226.16	1,650.00	1,423.84	13.7
10-68-340	UTILITIES	220.37	1,530.63	4,800.00	3,269.37	31.9
10-68-462	PEST CONTROL	68.50	160.50	550.00	389.50	29.2
	TOTAL SENIOR CENTER	288.87	1,917.29	7,000.00	5,082.71	27.4
	TOWN GRANTS					
10-69-800	ANIMAL CONTROL DONATIONS EXP	.00	.00.	5,000.00	5,000.00	.0
10-69-802	LIBRARY DONATIONS EXP	.00	.00	3,000.00	3,000.00	.0
10-69-803	IT GRANT EXP	.00	.00	15,000.00	15,000.00	.0
10-69-804	MISC EXP	.00	.00.	225,000.00	225,000.00	.0
10-69-805	BUILDING REGULATION EXP	.00	.00	10,000.00	10,000.00	.0
10-69-806	LIBRARY GRANTS EXP	.00	1,788.53	50,000.00	48,211.47	3.6
10-69-807	SENIOR CENTER GRANT EXP	.00.	.00.	50,000.00	50,000.00	.0
10-69-808	SUMMER SPLASH GRANT EXP	.00,	.00	5,000.00	5,000.00	.0
10-69-809	EDA GRANTS EXP	.00	.00.	25,000.00	25,000.00	.0
10-69-810	E-RATE EXP	1,490.37	9,498.55	150,000.00	140,501.45	6.3
10-69-811	FOOD PANTRY DONATION EXP	.00	.00	2,000.00	2,000.00	.0
10-69-813	CITY BUS GRANT EXP	.00	1,540.16	50,000.00	48,459.84	3.1
10-69-814	LANDFILL GRANT EXP	.00	.00	15,000.00	15,000.00	.0
10-69-815	PUBLIC WORKS GRANT EXP	.00	.00	20,000.00	20,000.00	.0
10-69-816	COURT GRANT EXP	.00	.00	10,000.00	10,000.00	.0
10-69-845	POLICE GRANT EXP	.00.	3,974.20	30,000.00	26,025.80	13.3
10-69-846	AZDOHS GRANT EXPENDITURES	.00.	.00	53,491.00	53,491.00	.0
10-69-847	AZGOHS GRANT EXPENDITURES	.00	2,515.99	31,000.00	28,484.01	8.1
10-69-849	BUS LINE EXP	744.70	5,616.68	75,000.00	69,383.32	7.5
10-69-850	SCBA GRANT EXP	.00	.00	200,000.00	200,000.00	.0
10-69-851	USDA EQUIPMENT GRANT	.00	.00	60,000.00	60,000.00	.0
10-69-854	WIFA LOAN	.00	.00	2,000,000.00	2,000,000.00	.0
10-69-855	EMERGENCY SIGNAL CONTRACT SERV	.00	94,672.47	22,000.00	(72,672.47)	430.3
10-69-856	COVID-19 GRANT EXP	.00	4,683.65	250,000.00	245,316.35	1.9
	TOTAL TOWN GRANTS	2,235.07	124,290.23	3,356,491.00	3,232,200.77	3.7
	TOTAL FUND EXPENDITURES	213,866.83	1,247,919.92	5,351,926.21	4,104,006.29	23.3
i	NET REVENUE OVER EXPENDITURES	(59,423.58)	172,328.72	.00	(172,328.72)	.0

POLICE - DHS GRANT - BP OT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
12-30-800	DHS GRANT BP O/T	.00	5,281.52	185,000.00	179,718.48	2.9
	TOTAL REVENUE	.00	5,281.52	185,000.00	179,718.48	2.9
	TOTAL FUND REVENUE	.00	5,281.52	185,000.00	179,718.48	2.9

POLICE - DHS GRANT - BP OT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
12-40-130	EMPLOYEE BENEFITS	303.48	1,625.33	185,000.00	183,374.67	.9
12-40-131	DUI TASK FORCE OVER TIME	1,024.44	3,483.72	.00	(3,483.72)	.0
12-40-135	PUBLIC SAFETY RETIREMENT	333.51	1,215.81	.00	(1,215.81)	.0
12-40-840	AUTHORIZED EXPENDITURES	1,295.88	4,982.52	.00.	(4,982.52)	.0
	TOTAL EXPENDITURES	2,957.31	11,307.38	185,000.00	173,692.62	6.1
	TOTAL FUND EXPENDITURES	2,957.31	11,307.38	185,000.00	173,692.62	6.1
	NET REVENUE OVER EXPENDITURES	(2,957.31)	(6,025.86)	.00	6,025.86	.0

TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
20-30-200	FINES AND BAILS	18,559.60	125,241.46	174,000.00	48,758.54	72.0
20-30-300	BONDS	.00	.00	100.00	100.00	.0
20-30-400	RESTITUTION	.00.	.00	100.00	100.00	.0
20-30-500	JCEF	.00	.00.	100.00	100.00	.0
	TOTAL REVENUE	18,559.60	125,241.46	174,300.00	49,058.54	71.9
	TOTAL FUND REVENUE	18,559.60	125,241.46	174,300.00	49,058.54	71.9

TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
20-40-200	FINES AND BAILS	25,350.53	124,360.91	174,100.00	49,739.09	71.4
20-40-400	RESTITUTION	.00	16.81	.00	(16.81)	.0
20-40-401	BOND	.00	.00	100.00	100.00	.0
20-40-500	JCEF	.00	.00.	100.00	100.00	.0
	TOTAL EXPENDITURES	25,350.53	124,377.72	174,300.00	49,922.28	71.4
	TOTAL FUND EXPENDITURES	25,350.53	124,377.72	174,300.00	49,922.28	71.4
	NET REVENUE OVER EXPENDITURES	(6,790.93)	863.74	.00	(863.74)	.0

VOL FIREFIGHTER PENSION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
22-30-100	INTEREST REVENUE	.00	.00	600.00	600.00	.0
	TOTAL REVENUE	.00	.00	600.00	600.00	.0
	TOTAL FUND REVENUE	.00	.00	600.00	600.00	.0

VOL FIREFIGHTER PENSION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
22-40-800	MISCELLANEOUS EXPENSE	.00.	.00	600.00	600.00	.0
	TOTAL EXPENDITURES	.00	.00	600.00	600.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	600.00	600.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00.	.00	.00	.0

ROAD USER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
23-30-300	GAS TAX REVENUES - HURF	13,822.08	113,615.67	150,677.00	37,061.33	75.4
23-30-320	HURF REPAYMENT	.00	.00	17,000.00	17,000.00	.0
23-30-800	MISCELLANOUS REVENUE	.00.	.00.	100.00	100.00	.0
	TOTAL REVENUE	13,822.08	113,615.67	167,777.00	54,161.33	67.7
	TOTAL FUND REVENUE	13,822.08	113,615.67	167,777.00	54,161.33	67.7

ROAD USER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ROAD USERS ADMIN					
23-40-100	PERSONNEL SERVICES	.00	.00	46,000.00	46,000.00	.0
23-40-130	EMPLOYEE BENEFITS	.00	.00	25,000.00	25,000.00	.0
23-40-460	MAINTENANCE AND SUPPLIES	.00	1,879.67	6,000.00	4,120.33	31.3
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.	.00	56,472.00	56,472.00	.0
23-40-610	EQUIPMENT REPAIR	.00	3,728.56	5,000.00	1,271.44	74.6
23-40-831	CAPITAL OUTLAY	.00.	.00.	25,725.00	25,725.00	.0
	TOTAL ROAD USERS ADMIN	.00	5,608.23	167,777.00	162,168.77	3.3
	TOTAL FUND EXPENDITURES	.00	5,608.23	167,777.00	162,168.77	3.3
	NET REVENUE OVER EXPENDITURES	13,822.08	108,007.44	.00	(108,007.44)	.0

STATE HURF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
28-30-300	STATE HURF	.00	.00	161,448.00	161,448.00	.0
	TOTAL REVENUE	.00	.00	161,448.00	161,448.00	.0
	TOTAL FUND REVENUE	.00	.00.	161,448.00	161,448.00	.0

STATE HURF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STATE HURF EXPENDITURES					
28-40-122	MISC. EXPENSE	.00	.00	161,448.00	161,448.00	.0
	TOTAL STATE HURF EXPENDITURES	.00	.00	161,448.00	161,448.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	161,448.00	161,448.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00.	.0

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
51-30-100	INTEREST EARNINGS	.00	.00	220.00	220.00	.0
51-30-200	WATER SALES	31,006.11	255,670.67	325,000.00	69,329.33	78.7
51-30-202	RC: RECONNECT FEE	120.00	800.00	1,000.00	200.00	80.0
51-30-203	WTO: WATER TURN ON FEE	.00	79.00	.00	(79.00)	.0
51-30-300	CONNECTION FEES	150.00	1,045.00	1,000.00	(45.00)	104.5
51-30-400	PENALTIES & FORFEITURES	.00.	80.00	6,000.00	5,920.00	1.3
51-30-900	MISCELLANEOUS	.00.	25.00	250.00	225.00	10.0
	TOTAL REVENUE	31,276.11	257,699.67	333,470.00	75,770.33	77.3
	TOTAL FUND REVENUE	31,276.11	257,699.67	333,470.00	75,770.33	77.3

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER EXPENDITURES					
51-40-100	PERSONNEL SERVICES	5,061.53	38,062.01	71,000.00	32,937.99	53.6
51-40-105	OVERTIME	360.81	1,588.25	3,400.00	1,811.75	46.7
51-40-107	STAND BY TIME	.00	.00	4,160.00	4,160.00	.0
51-40-110	UNIFORM EXPENSE	.00	397.97	2,400.00	2,002.03	16.6
51-40-130	EMPLOYEE BENEFITS	1,849.23	13,480.01	35,000.00	21,519.99	38.5
51-40-280	INSURANCE	.00	393.18	3,110.00	2,716.82	12.6
51-40-290	OFFICE SUPPLIES	.00	.00	2,000.00	2,000.00	.0
51-40-340	UTILITIES	554.91	15,157.92	47,200.00	32,042.08	32.1
51-40-360	CONTRACT LABOR	500,00	7,760.00	8,000.00	240.00	97.0
51-40-370	SALES TAX	.00.	3,833.72	30,000.00	26,166.28	12.8
51-40-440	POSTAGE	.00	790.06	3,400.00	2,609.94	23.2
51-40-460	MAINTENANCE & SUPPLIES	2,542.36	11,188.89	25,000.00	13,811.11	44.8
51-40-470	VEHICLE EXPENSE	86.53	5,095.51	12,000.00	6,904.49	42.5
51-40-475	FUEL EXPENSE	1,227.67	5,336.40	14,000.00	8,663.60	38.1
51-40-480	COMPUTER EXPENSE	.00	25.75	200.00	174.25	12.9
51-40-510	WATER TESTS	.00	300.00	7,500.00	7,200.00	4.0
51-40-610	EQUIPMENT MAINTENANCE	7,481.58	16,376.69	19,000.00	2,623.31	86.2
51-40-650	PROFESSIONAL SERVICES	2,906.25	40,228.55	30,000.00	(10,228.55)	134.1
51-40-660	TRAVEL	.00	.00	1,000.00	1,000.00	.0
51-40-840	WATER CAPITAL OUTLAY	.00	.00	15,000.00	15,000.00	.0
51-40-900	BAD DEBT EXPENSE	.00	.00	100.00	100.00	.0
	TOTAL WATER EXPENDITURES	22,570.87	160,014.91	333,470.00	173,455.09	48.0
	TOTAL FUND EXPENDITURES	22,570.87	160,014.91	333,470.00	173,455.09	48.0
	NET REVENUE OVER EXPENDITURES	8,705.24	97,684.76	.00	(97,684.76)	.0

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
52-30-100	INTEREST EARNINGS	.00	.00	200.00	200.00	.0
52-30-200	SEWER SERVICES	22,130.36	157,836.08	229,160.00	71,323.92	68.9
52-30-300	CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
	TOTAL REVENUE	22,130.36	157,836.08	230,360.00	72,523.92	68.5
	TOTAL FUND REVENUE	22,130.36	157,836.08	230,360.00	72,523.92	68.5

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER EXPENDITURES					
52-40-100	PERSONNEL SERVICES	8,951,73	60,691,59	76,000.00	15,308.41	79.9
52-40-105	OVERTIME	360.81	1,588.22	3,200.00	1,611.78	49.6
52-40-107	STAND BY TIME	.00	.00	4,160.00	4,160.00	.0
52-40-110	UNIFORM EXPENSE	147,80	545,77	1,000.00	454.23	54.6
52-40-130	EMPLOYEE BENEFITS	3,239.80	21,958,39	31,000.00	9,041.61	70.8
52-40-280	INSURANCE	.00	393.18	3,110.00	2,716.82	12.6
52-40-340	UTILITIES	8.66	4,919.30	7,100.00	2,180.70	69.3
52-40-360	CONTRACT LABOR	.00	1,200.00	15,000.00	13,800.00	8.0
52-40-440	POSTAGE	.00	.00	1,500.00	1,500.00	.0
52-40-460	MAINTENANCE AND SUPPLIES	343.54	2,677.69	12,800.00	10,122.31	20.9
52-40-470	VEHICLE EXPENSE	.00	6,431.39	3,000.00	(3,431.39)	214.4
52-40-475	FUEL	1,227.66	5,758.66	13,000.00	7,241.34	44.3
52-40-480	COMPUTER EXPENSE	.00	.00	200.00	200.00	.0
52-40-516	ADEQ FEES	2,000.00	4,500.00	4,000.00	(500.00)	112.5
52-40-610	EQUIPMENT MAINTENANCE	.00	2,086.67	8,890.00	6,803.33	23.5
52-40-630	SEWER CHEMICALS	180.00	905.44	800.00	(105.44)	113.2
52-40-650	PROFESSIONAL SERVICES	2,906.25	16,126.25	12,000.00	(4,126.25)	134.4
52-40-702	SEWAGE POND COMPLIANCE	1,737.50	2,980.00	5,000.00	2,020.00	59.6
52-40-900	BAD DEBT EXPENSE	.00	.00	100.00	100.00	.0
52-40-925	MUFFIN MONSTER PAYMENT	.00	.00	3,500.00	3,500.00	.0
52-40-950	PAYMENT ON WIFA LOAN	.00.	.00	25,000.00	25,000.00	.0
	TOTAL SEWER EXPENDITURES	21,103.75	132,762.55	230,360.00	97,597.45	57.6
	TOTAL FUND EXPENDITURES	21,103.75	132,762.55	230,360.00	97,597.45	57.6
	NET REVENUE OVER EXPENDITURES	1,026.61	25,073.53	.00	(25,073.53)	.0

GARBAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
54-30-100	INTEREST EARNINGS	.00	.00	200.00	200.00	.0
54-30-200	SALES RECEIPTS	11,897.81	83,393.32	145,000.00	61,606.68	57.5
	TOTAL REVENUE	11,897.81	83,393.32	145,200.00	61,806.68	57.4
	TOTAL FUND REVENUE	11,897.81	83,393.32	145,200.00	61,806.68	57.4

TOWN OF HUACHUCA CITY EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2021

GARBAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GARBAGE EXPENDITURES					
54-40-360	CONTRACT LABOR	11,334.80	79,266.14	132,000.00	52,733.86	60.1
54-40-450	EQUIPMENT/SUPPLIES	.00	.00	500.00	500.00	.0
54-40-821	TOWN TRASH SERVICE	.00	.00	500.00	500.00	.0
54-40-850	ADMIN FEES TRANSFER TO GF	563.01	4,127.18	12,200.00	8,072.82	33.8
	TOTAL GARBAGE EXPENDITURES	11,897.81	83,393.32	145,200.00	61,806.68	57.4
	TOTAL FUND EXPENDITURES	11,897.81	83,393.32	145,200.00	61,806.68	57.4
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

TOWN OF HUACHUCA CITY REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2021

LANDFILL FUND

-		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
55-30-100	INTEREST EARNINGS	.00	.00	500.00	500.00	.0
55-30-200	SALES - LANDFILL	106,479.33	804,871.32	1,240,000.00	435,128.68	64.9
55-30-201	LATE PENALTIES	.00	.00	500.00	500.00	.0
55-30-205	MISC.REVENUE	.00	540.00	600.00	60.00	90.0
55-30-210	TIPPING FEES	9,385.44	75,736.91	142,500.00	66,763.09	53.2
	TOTAL REVENUE	115,864.77	881,148.23	1,384,100.00	502,951.77	63.7
	SOURCE 36					
55-36-400	SALE OF FIXED ASSETS	.00	46,880.50	55,000.00	8,119.50	85.2
	TOTAL SOURCE 36	.00	46,880.50	55,000.00	8,119.50	85.2
	TOTAL FUND REVENUE	115,864.77	928,028.73	1,439,100.00	511,071,27	64.5

TOWN OF HUACHUCA CITY EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2021

LANDFILL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LANDFILL EXPENDITURES					
55-40-100	PERSONNEL SERVICES	13,301.02	114,847.98	185,000.00	70,152.02	62,1
55-40-102		.00	.00	300.00	300.00	.0
55-40-105		2,195.43	11,705.83	16,900,00	5,194.17	69.3
55-40-110	UNIFORM EXPENSE	479.47	2,391.06	5,000.00	2,608.94	47.8
55-40-130	EMPLOYEE BENEFITS	3,815.84	39,136.20	75,000.00	35,863.80	52.2
55-40-250	ADVERTISING	.00	.00	200.00	200.00	.0
55-40-265	BANK COSTS/FEES	2,647.94	20,682.96	40,000.00	19,317.04	51.7
55-40-280	INSURANCE	.00	768.49	6,400.00	5,631.51	12.0
55-40-290	OFFICE SUPPLIES	361.10	361.10	400.00	38.90	90.3
55-40-337	PROPERTY LEASE	47,599.42	333,195.94	592,297.29	259,101.35	56.3
55-40-338	LF FINANCIAL ASSURANCE	370.00	11,887.32	110,657.71	98,770.39	10.7
55-40-340	UTILITIES	123.93	5,585.92	14,000.00	8,414.08	39.9
55-40-350	SAFETY EQUIPMENT	624.33	943.68	1,400.00	456.32	67.4
55-40-360	CONTRACT LABOR	380.00	7,637.00	42,000.00	34,363.00	18.2
55-40-440	POSTAGE	.00	.00	1,300.00	1,300.00	.0
55-40-460	MAINTENANCE & SUPPLIES	2,119.08	5,227.13	50,000.00	44,772.87	10.5
55-40-470	VEHICLE EXPENSE	17.00	17,030.60	4,500.00	(12,530.60)	378.5
55-40-475	FUEL EXPENSE	3,963.13	32,509.97	58,000.00	25,490.03	56.1
55-40-480	COMPUTER EXPENSE	101.22	410.12	1,500.00	1,089.88	27.3
55-40-500	BUILDING MAINTENANCE	.00	377.20	1,500.00	1,122.80	25.2
55-40-510	LAB FEES	2,507.00	2,558.04	6,000.00	3,441.96	42.6
55-40-515	ENGINEERING SERVICES	.00	.00	500.00	500.00	.0
55-40-516	ADEQ FEES	4,844.25	7,080.24	13,500.00	6,419.76	52.5
55-40-610	EQUIPMENT MAINTENANCE	5,413.47	16,240.03	60,000.00	43,759.97	27.1
55-40-650	PROFESSIONAL SERVICES/AUDIT	5,812.50	13,812.50	18,565.00	4,752.50	74.4
55-40-660	TRAVEL - TRAVEL/TRAINING	.00	.00	500.00	500.00	.0
55-40-705	CAPITAL LEASE	.00	40,588.14	81,180.00	40,591.86	50.0
55-40-840	LANDFILL CAPITAL OUTLAY	.00	.00	48,000.00	48,000.00	.0
55-40-855	METHANE MONITORING	.00.	3,547.28	4,500.00	952.72	78.8
	TOTAL LANDFILL EXPENDITURES	96,676.13	688,524.73	1,439,100.00	750,575.27	47.8
	TOTAL FUND EXPENDITURES	96,676.13	688,524.73	1,439,100.00	750,575.27	47.8
	NET REVENUE OVER EXPENDITURES	19,188.64	239,504.00	.00.	(239,504.00)	.0

TOWN OF HUACHUCA CITY REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2021

CDBG #136.08

		PERIO	O ACTUAL	YTD	ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE							
72-30-850	GRANT REVENUES	(237.69)	(237.69)	.00	237.69	.0
	TOTAL REVENUE	(237.69)	(237.69)	.00	237.69	.0
	TOTAL FUND REVENUE	(237.69)	(237.69)	.00	237.69	.0
	NET REVENUE OVER EXPENDITURES	(237.69)	(237.69)	.00	237.69	.0

TOWN OF HUACHUCA CITY REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2021

HOLIDAY FUND

		PERIOD ACTUAL	PERIOD ACTUAL YTD ACTUAL		UNEXPENDED	PCNT
	REVENUE					
86-30-200	HOLIDAY FUND DONATION	.00	.00	4,000.00	4,000.00	.0
	TOTAL REVENUE	.00	.00	4,000.00	4,000.00	.0
	TOTAL FUND REVENUE	.00	.00	4,000.00	4,000.00	.0

TOWN OF HUACHUCA CITY EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2021

HOLIDAY FUND

		PERIO	D ACTUAL	YTD AC	TUAL -	BUDGET	UNE	XPENDED	PCNT
	HOLIDAY FUND EXPENDITURES								
86-40-100	CHILDREN'S FUND GIFTS/FOOD		198.68		198.68	4,000	.00	3,801.32	5.0
	TOTAL HOLIDAY FUND EXPENDITURES		198.68		198.68	4,000	.00	3,801.32	5.0
	TOTAL FUND EXPENDITURES		198.68		198.68	4,000	00	3,801.32	5.0
	NET REVENUE OVER EXPENDITURES	(198.68)	(198.68)		.00	198.68	.0

TOWN OF HUACHUCA CITY REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2021

BACK TO SCHOOL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
87-30-200	BACK TO SCHOOL FUND DONATION	.00	.00	2,000.00	2,000.00	.0
	TOTAL REVENUE	.00	.00	2,000.00	2,000.00	.0
	TOTAL FUND REVENUE	.00	.00	2,000.00	2,000.00	.0

TOWN OF HUACHUCA CITY EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2021

BACK TO SCHOOL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BACK TO SCHOOL EXPENDITURES					
87-40-100	BACK TO SCHOOL EXPENSES	.00.	.00	2,000.00	2,000.00	.0
	TOTAL BACK TO SCHOOL EXPENDITURES	.00	.00.	2,000.00	2,000.00	.0
	TOTAL FUND EXPENDITURES	.00.	.00.	2,000.00	2,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00.	.00	.00	.00	.0

TOWN OF HUACHUCA CITY

THE HUACHUCA CITY POLICE DEPARTMENT

Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Arizona 85616 Phone: (520) 456-1354 • TDD: (520) 456-

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- Recently, there has been a significant climate change within our country regarding the relationship between law enforcement and the communities we serve.
- Reasons for the disconnect vary just as much as community responses, however the result is a climate of ear, distrust, and danger being felt by all
- transparency and community outreach are not as successful as in rural areas such as Cochise County. The fracture of our community trust is more evident in larger cities/counties / municipalities where
- which has exacerbated the disconnect and tense relationship between law enforcement and community In the past year, amid nationwide protests and riots, there has been a call for "de-funding" the Police members
- the police department to other government agencies funded by the local municipality. The potential impact of such "de-funding" could be devastating: would likely result in a lack of personnel to respond to calls for service, immediate emergency or civil in nature, in what equates to an analogy of calling 9-1-1 only to be would have on communities. "Defund the police" means reallocating or redirecting funding away from Many who advocate for "de-funding the police" do not really understand what it means or the impact it put on hold for the next available operator.
- together to create a community outreach protocol to enhance the current transparency that is already in County law and legal processes, Sheriff Mark Dannels and County Attorney Brian McIntyre are working In an effort to educate our communities in the duties, policies, procedures, and functionality of Cochise

2/24/2021







been researched, developed, and implemented in the first quarter of 2021 for the betterment and The joint project between CCSO and CAO to enact an "official" A.C.T. program is a goal to have benefit to all.

A.C.T. is defined for our intents and purposes as:

(A)accountability

(C)community Engagement

(T)transparency





similar programs in other locations to be made considering the rural climate we With this common definition, we anticipate adjustments to already existing and work and live in, as well as the needs established by both Offices.

Goals:

Establish a process to identify community members/leaders to liaison with CCSO/CAO. Outline and finalize a group Mission Statement.

- Define rules/procedures for such group to operate under
- Create benchmarks for the group to meet and timelines in which to meet them ď
- Gather input from members of each department for creation of the group ന
- Develop a comprehensive media "roll-out" to introduce the project





In closing, I am requesting a volunteer from the Town of Huachuca City Council to sit on this board.

I will provide your name to the committee. Details will follow.

Your contribution to our community and Cochise County overall is greatly appreciated!

Thank you!

Sincerely,

Chief James L. Thies HC-1

ithies@huachucacityaz.gov

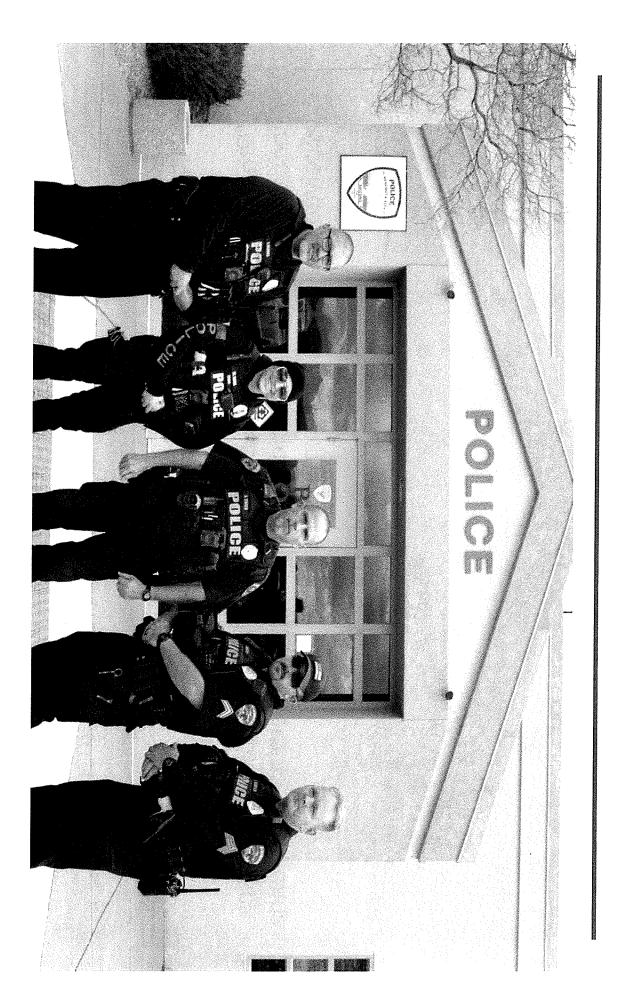
Huachuca City Police Department (HCPD) 500 N. Gonzalez Blvd, Huachuca City, AZ 85616

Dispatch: 520-456-1353

2/24/2021

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TOWN OF HUACHUCA CITY

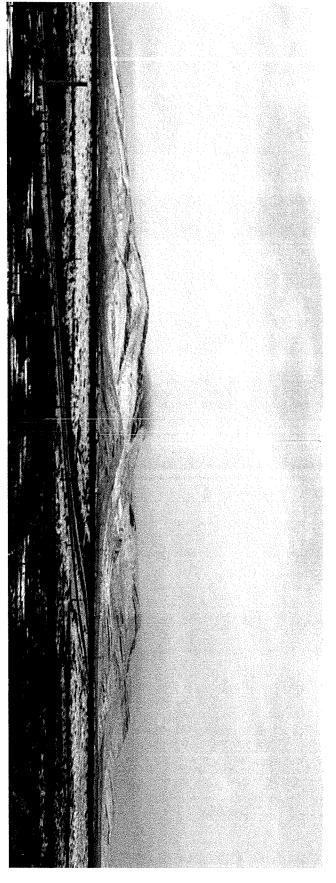




HCPD DEPARTMENT STATISTICS FOR 2020



received and associated expenditures." for calendar year 2020, including information concerning grant funds "Presentation of the Police Department callout and activity statistics



2/24/2021



TRAFFIC VIOLATIONS



Traffic Citations:

597

Traffic Warnings:

675

Traffic Repair Orders: 1

195

Traffic Stops Total:

1,518



TRAFFIC INCIDENTS



DUI's:

20

Traffic Accidents:

Reckless Driver's:

49

12

Stolen Vehicle/Recovery:



ARRESTS



•
Warrant Arrests:

19

Adult Arrests:

119



Miscellaneous



•	•
Assault:	Domestic Violence:

<u>32</u>

Disorderly Conduct:

28

Criminal Damage:

∞

Disturbance/Noise Complaint:

<u>3</u>2



Miscellaneous



Suspicious Circumstance: 152

Burglary:

Theft/Shoplifting:

24

Trespassing:

Juvenile Problems:

3

Arson:



ASSIST OTHER AGENCY



Public Assists:

150

Agency Assists:

Check Welfares:

320

Pedestrian Contacts:

154

94

Death Investigations:

12



ANIMAL CONTROL OFFICER CALLS



Animal Problems:

Barking Dogs:

CI

Total ACO Calls:

animals, phone calls, agency assist, proof of vaccination Walk in traffic Town surplus of property, public assist. This includes but is not limited to: registration of



OPERATION STONEGARDEN



Operation Stonegarden Support for Federal partners

Total hours worked:

654.5

Grant dollars received: \$ 10,779.38



DUI TASKFORCE



DUI/TASKFORCE PARTNERS GOVERNOR'S OFFICE OF HIGHWAY SAFETY

Total hours worked:

142.50

Grant dollars received:

\$ 5,778.59



FINES AND SANCTIONS THROUGH HCMC



Total for 2020 into General Fund:

\$ 110,120.58



AZ ATTORNEY GENERAL'S OFFICE



Grant from Arizona Attorney Generals Office

\$10,000.00 Used For The Purchase Of 1.5 Mobile Vehicle Radios In New Suv's.

2/24/2021 $\frac{1}{3}$



COCHISE COUNTY SAT TEAM



Grant from Cochise County SAT team

\$ 1,461.00 funds used for animal control officer vest, outer carrier and accessories



WALMART SIERRA VISTA



Grant From Walmart Of Sierra Vista

\$200.00 used for the purchase of office supplies



ARIZONA DEPARTMENT OF PUBLIC SAFETY



Grant Arizona Department of Public Safety

\$4,700.00 each Receive 8 each mdc (mobile data computer) New approximately

replacement This is approximately \$37,600.00 not spent over the next 3 years for

- 8 new tables and pedestal approximately \$4,800.00 new total
- This equipment is Newer then what HCPD currently possess



ADOT/GOHS Tracs



Highways Safety Tracs – ADOT and Governor's Office of

- \$5,500.00 software, printer, hand scanner and wire harness, paper. No hand written tickets.
- every 1 1/2 years). cost to purchased citations (approximately \$ 1,200.00 per order, Improved speed and accuracy for officer and court personnel. No

17



100 CLUB OF ARIZONA



100 CLUB OF ARIZONA

associated with the vests. First aid kits that travel in vehicles or on \$3,420.00 purchased 2 vests, 5 carriers and all equipment the officers person.





received and associated expenditures." calendar year 2020, including information concerning grant funds Presentation of the Police Department callout and activity statistics for

							•
Walmart	Cochise County SAT team	100 Club of Arizona	Tracs - ADOT / GPHS	DUI Taskforce grant	Attorney general's office	Operation Stonegarden	Fines / Sanctions Hcmc
↔	₩	₩	₩	₩	₩	₩	7
200.00	1,461.00	3,420.00	5,500.00	5,778.59	10,000.00	10,779.38	\$ 110,120.58

Total \$ 147,259.55

19

	•	•	

DPS CONTRACT NO. 2021-021

AGREEMENT BETWEEN ARIZONA DEPARTMENT OF PUBLIC SAFETY AND HUACHCUA CITY POLICE DEPARTMENT

- 1. The Arizona Department of Public Safety ("DPS"), and the Huachuca City Police Department ("HCPD") agree to the following terms and conditions.
- 2. DPS will transfer the (8) CF-31 mobile date computers (MDC) and (8) docking stations ("Equipment"), described below, to HCPD at no cost.

Equipment #	Description (name, make, & model)	Serial #
DPS124513	Panasonic CF-31 MDC	7LKKB35963
DPS124492	Panasonic CF-31 MDC	8BKKB40984
DPS124498	Panasonic CF-31 MDC	8BKKB40954
DPS124518	Panasonic CF-31 MDC	7LKKB35376
DPS124499	Panasonic CF-31 MDC	8BKKB40950
DPS124520	Panasonic CF-31 MDC	8AKKB36520
DPS124502	Panasonic CF-31 MDC	8BKKB41001
DPS124524	Panasonic CF-31 MDC	8BKKB40964
DPS122288	Docking Station	26968-0135
DPS122310	Docking Station	26911-0255
DPS122303	Docking Station	26911-0263
DPS122318	Docking Station	26911-0292
DPS122290	Docking Station	26968-0136
DPS122309	Docking Station	26911-0256
DPS122328	Docking Station	26911-0276
DPS122297	Docking Station	26911-0270

- 3. Upon transfer, DPS relinquishes all rights, responsibility, and control over the Equipment. Upon transfer, HCPD shall be the sole custodian and owner of the Equipment. When of no further use, HCPD shall be responsible for the disposal of the Equipment. HCPD agrees not to transfer or dispose of the equipment within a six-month period from the effective date without prior approval of the Arizona Department of Administration Surplus Property Administrator.
- 4. HCPD agrees to be fully responsible for the custody, use and maintenance of the equipment, after transfer.
- 5. Neither DPS nor HCPD may charge any administrative fees or costs of any kind for any activities performed for

property transferred pursuant to this agreement.

- 6. In the event of dispute under this agreement, the parties agree to use arbitration to the extent required under A.R.S. § 12-1518 and 12-133.
- 7. Both parties are put on notice that this agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
- 8. This document contains the entire agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment signed by both parties.
- 9. HCPD agrees to be fully responsible for the custody and use of the Equipment after transfer. HCPD shall indemnify, defend, save and hold harmless DPS from and against any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation for any injuries (including death), or loss or damage to tangible or intangible property arising from HCPD's possession or use of the equipment.

The parties hereto have caused this agreement to be executed by the proper officer and officials:

ARIZONA DEPARTMENT OF PUBLIC SAFETY

Director

Date: 2/8/2021

HUACHCUA CITY POLICE DEPARTMENT

Date: 2-9-2021

This is an excerpt from the approved minutes of the Council Meeting held on September 24,2020:

E.5 Discussion and/or Action [Chief Thies]: Chief Thies will seek approval for proceeds from sales of Police Department seized property to be placed into the Police Department savings account and for the savings account to be renamed to "Police Department Seized Property."

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

Mayor Wallace recognizes Chief Thies. Chief Thies explains that in Town Code, it states that any proceeds from items surplused goes back into the general fund. He is requesting that proceeds from items belonging to the Police Department that are surplused go into the Police Department savings instead. He is also requesting that the name of the account be changed to "Police Equipment Savings Account". Mayor Pro Tem Johnson asks why the name should be changed to this. Chief Thies states that right now it is specifically for cars, however if it is changed, it opens up for other uses, such as other equipment upgrades which there is a grant for. The money for these items could come from the savings account, and be put back when the grant money is received. This way the money isn't coming out of the operating account. This allows for transparency.

Mayor Wallace states that they have discussed it and that in some ways it may look like the Police Department is being incentivized for certain actions, however that is in no way the case. With that being said, there will be a time limit on it when he makes his motion. Town Code is very specific and we have to be careful not to set a precedent. Chief Thies states that this is only when the Police Department has followed all protocols and at the end of the day the Police Department ends up with said property and are governed by disposal. If the item is placed on Public Surplus and we get money for it, that the money then is placed into the Police Department Equipment Savings. Mayor Wallace asks for clarification of the terms seized and what else? Chief Thies says seized, abandoned, impounded, forfeiture. Any term that covers that the Police Department has the item, it is ours to dispose of per ARS.

Mayor Pro Tem Johnson asks don't we already do that? Don't you already get that money? Mayor Wallace advises that Town Code says that it goes into the general fund. That means the money is not just for the Police Department. The Code states that any department that surpluses something, that money goes into the general fund, for Town use. Those departments are funded from the general fund. We can identify the proceeds of sales from specific items go to a specific department.

Mayor Wallace asks what the actual term is when an item becomes our property. Chief Thies provides several thoughts, however Attorney Benavidez states that the term would be title. He further advises that legal title does not just mean a slip of paper, it involves ownership of items that have no paper showing their title, such as a pen.

Motion: The proceeds of the sale of Police Department legally titled property to be placed into the Police Department savings account and for the account to be renamed to the "Police Equipment Savings Account" up until June 30, 2021, Action: Approve, Moved by Johann Wallace, Seconded by Christy Hirshberg. Motion passed unanimously.

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INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
02/08/2021	02-01	Animal Control Enclosure for N	\$5,000.00
		PO #: 20210144 - POLICE OPERATIONS	
		GL#:0012102 - 47400	

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
19943	TOWN OF HUACHUCA CITY	00245619	02/12/2021	\$5,000.00

E ZZZZZ

City of Sierra Vista

(520) 458-3319 1011 N. Coronado Drive Siema Vista, AZ 85635 Bankof America 33 N. Stone Avenue Tecson, AZ 85701 91-170/1221 Vendor Number 19943 Check Date Check Number

02/12/2021

00245619

VOID 120 DAYS FROM DATE OF ISSUE

\$5,000.00

Pay

Five Thousand Dollars and 00 Cents

00245619

Pay To the Order Of TOWN OF HUACHUCA CITY ATTN: CHIEF JIM THIES 500 N GONZALES BLVD HUACHUCA CITY, AZ 85616 Autorized Signature N

BORDER CONTAINS MICROPRINTING

INVOICE #02-01 Feb 11, 2021 Due upon receipt

FROM: Town of Huachuca

500 N. Gonzales Blvd Huachuca city, AZ 85616

520-456-1354

TO:

City of Sierra Vista

Sierra Vista, AZ 85635

<u>Item</u> <u>Unit Price</u> <u>Total Amount</u>

Animal Carrier \$5,000 \$5,000

Total Now Due: \$5,000

Please include note on check re: Animal Carrier or return a copy of this invoice with the

check. Thank you.

Chief James L. Thies HUACHUCA CITY POLICE DEPARTMENT



500 North Gonzales Boulevard Telephone (520) 456-1353 Fax (520) 456-9208 HUACHUCA CITY, ARIZONA 85616



Chapter 3.20 SURPLUS PROPERTY

Sections:

3.20.010 Property tracking – Disposal – Proceeds.

3.20.010 Property tracking – Disposal – Proceeds.

A. The town manager shall be responsible for the tracking and management of town supplies and property during their entire life cycle.

- B. The town manager may sell, lease, transfer, or dispose of surplus supplies and property (but excluding real property interests) with a value of \$500.00 or less, in accordance with state law, in the best interests of the town, and in as competitive a manner as the town manager determines to be practicable.
- C. The town manager shall make recommendations and present for council approval all transfers and disposals of real property interests, and surplus supplies and other property, with a value of \$501.00 or more.
- D. No town employee or his immediate family shall be entitled or permitted to purchase or otherwise acquire any surplus supplies or property from the town.
- E. Unless otherwise provided by law or council direction, all proceeds from the sale of surplus supplies and property will be deposited into the town's general fund. Proceeds from sale of enterprise, federal or state grant or other special designation property will be reimbursed, less prorated selling expenses, to the appropriate fund, after completion of each sale. (Ord. 18-01 § 1, 2018).
- F. Proceeds received from the disposal of Police Department impounded, seized or abandoned property shall be moved from the general fund to the Police Department savings account and shall be used for the purchase of Police Department equipment only.



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) 456-22



CITIZENS' REVIEW BOARD PROCEDURES

Membership/Qualifications/Selection Process:

Membership shall consist of seven members: five (5) voting and two (2) non-voting Ex-Officio members. All voting members shall reside within Huachuca City, Whetstone and surrounding communities. No member shall have ever been convicted of a felony or be under felony indictment. No member will have criminal charges pending with any law enforcement agency or court. No member shall be a sworn peace officer. No member will have a family member that is an employee of the Town of Huachuca City.

Members shall be available for at least one meeting per month or as necessary, as determined by the Town Manager or Town Council.

The Mayor and Town Council shall seek to reflect the diversity of the Town of Huachuca City's and surrounding communities' populations to encourage input from a broad spectrum of interests, views and concerns. In pursuit of that objective, the Mayor and Town Council should seek board members from different personal, professional, ethnic and cultural backgrounds.

The Mayor and Council shall appoint the voting members of the board. Initial training shall be provided to each voting board member prior to reviewing any matters. Such training shall be mandatory and shall be designed and implemented by town staff. Mandatory training topics shall include the limited authority and procedures of the Board and Arizona's open meeting and conflict of interest laws. Other training topics will be presented as opportunities arise.

<u>Section 1 – Board Authority Related to Citizen Complaints</u>

1.1. The Board is authorized to:

- 1.1.1. Comment on the fairness and thoroughness of investigations conducted by the Huachuca City Police Department.
- 1.1.2. Request the Town Manager review actions taken by the town on citizen complaints.

- 1.1.3 Provide comment and recommendations on the citizen complaint review process.
- 1.1.4. Provide comment and recommendations on Huachuca City Police Department policy, procedure, and practice.

1.2. The Board is not authorized to:

- 1.2.1 Review or comment on a citizen complaint where criminal charges are still under investigation, except in those instances where the Chief of Police has determined that the citizen complaint is not related to the investigation.
- 1.2.2 Conduct any activity that could be construed as quasijudicial review of police actions.
- 1.2.3. Conduct independent investigations of citizen complaints.
- 1.2.4. Disseminate or disclose legally protected, privileged or confidential information or records.
- 1.2.5. Create or adopt town policies. However, the Board may convey recommendations to the Town Manager, Mayor and / or Town Council, when appropriate.

Section 2 - Complaint Referral

- 2.1. A citizen who has a complaint against the Huachuca City Police Department shall be referred to the Town Manager. The citizen must provide the complaint to the Town Manager within 120 days of the event giving rise to the complaint.
- 2.2. The Board shall keep a log of the name, address, and telephone number of persons making statements to the Board at its meetings.
- 2.3. The Board Chair shall advise citizens of the Board's authority and review process.
- 2.4. The Board will inform the citizens of the Board's actions, if any, on the citizens' complaints.

Section 3 - Case Review

- 3.1. The Board may only review administratively complete inquiries of the citizen complaints, as deemed appropriate by the Town Manager.
- 3.2. The Board shall keep a record of all matters which come before it for action.

- 3.3. The Board shall ask the Huachuca City Police Department if there are any pending criminal charges relating to the matter brought before the Board.
- 3.4. Before reviewing a complaint, town staff shall provide the Board with a copy of the completed administrative review.
- 3.5. If a complaint matter is placed on the Board's agenda for consideration, the complaining citizen shall be notified that the matter is on the Board's agenda.
- 3.6. Board members shall not discuss or comment on cases reviewed by the Board other than during Board meetings. Only the Chairperson, acting as spokesperson for the Board, may comment publicly on cases that have been reviewed by the Board.
- 3.7. At the Town Manager's discretion, the Board may review completed Huachuca City Police Department citizen complaint inquiries whether or not requested by the complaining citizen.
- 3.8. Issues the Board may consider addressing include, but are not limited to:
 - Excessive force concerns:
 - Slow response times;
 - Community communications and relations;
 - Enforcement activities or programs;
 - Juvenile crime or juvenile activities;
 - Equipment, Staffing, Funding needs;
 - Racial bias or profiling;
 - Abuse of authority;
 - Unsafe use of town vehicles:
 - Traffic violation concerns;
 - Crime in and around schools;
 - Criminal activity in specific areas or Town-wide
- 3.9. The Board will work through the Town Manager to promote and encourage community policing policies that:
 - Reflect a concern for the overall well-being of the community;
 - Seek to address underlying causes of problems;
 - Deal with the combination of physical and social issues that are at the heart of many community problems;
 - Require active involvement by community residents;

- Establish partnerships and involvement with law enforcement prevention efforts;
- Continue to establish a strong relationship between the Police Department and the community based on trust, assistance and mutual respect.

Section 4 – Board Findings

- 4.1. Upon completing its review of a complaint matter brought before it, the Board shall, in writing, enter one of the following findings:
 - 4.1.1. The town's administrative review of the citizen complaint was fair and thorough and the Board has no concerns about the process or report.
 - 4.1.2. The town's administrative review of the citizen complaint was fair and thorough, but the Board has the following concerns regarding the review.
 - 4.1.3. The town's administrative review of the citizen complaint was unfair, incomplete, or both. Specifically, the Board recommends that the Town Manager______.
 - 4.1.4. The Board cannot complete its review at this time due to insufficient information or other reason. The Board recommends that the Town Manager provide additional information that is necessary to complete the review, which includes:

<u>Section 5 – Report of Findings in Individual Cases</u>

5.1. The Board's findings or other actions shall be communicated to the complaining citizen and Town Manager in writing.

Section 6 - Annual Report by the Board

- 6.1. The Board shall prepare an annual report that may include the following information:
 - 6.1.1 Number of citizen complaint matters reviewed at the request of the Town Manager.
 - 6.1.2 Any significant trends and patterns observed.

- 6.1.3. Comments and recommendations on how the town handles complaints about the police department.
- 6.1.4. Comments and recommendations on any police department activity, policy, practice and procedure.

The Citizen Police Advisory Review Board shall submit such additional reports as it deems necessary or as requested by the Town Manager or Mayor and Council. The Board's annual report shall be filed on or before June 1 of each year. The report shall be submitted to the Town Manager.

Section 7 - Meetings

- 7.1.1. Regular Board meetings shall be held as determined by the Mayor and Town Council, Town Manager and the Board's chairperson to be necessary. Special meetings may be held as determined by the Town Manager or Board's chairperson or upon request of one or more of the Board's voting members, but only after at least 24-hours' notice to all Board members and members of the public.
- 7.1.2. A quorum of the Board shall consist of a majority of voting members then appointed and serving.
- 7.1.3. Written minutes of all Board meetings shall be prepared. All Board meetings shall also be recorded.

Section 8 – Officers

8.1. The Board shall nominate a chairman and vice-chairman from among its own members, who shall serve for a two-year term and until their successors are appointed and qualified. The chairman shall preside at all meetings. The vice-chairman shall perform the duties of the chairman in the absence or disability of the chairman. Vacancies in an office created by any cause shall be filled for the unexpired term by a new appointed member.

Section 9 – Staff Representatives

9.1. The Town Manager shall select and appoint staff representatives and/or clerical support for the Board.

Role and Responsibility:

- 1. The Citizen Police Advisory Review Board is authorized to:
 - a) Refer citizens who wish to file complaints against the police department to the Town Manager.
 - b) Conduct public outreach to educate the community on the role of the police department and Town Manager in the review of complaints against the city police department employees.
 - c) Request from the Town Manager a review of completed action taken the police department on a citizen complaint or a review of incidents, which create community concern or controversy.
 - d) Review completed inquiries of citizen complaints which are brought before the Board alleging police officer misconduct in order to comment on the fairness and thoroughness of an inquiry and to report any concerns regarding the inquiry to the town manager.
 - e) Provide comments and recommendations to the town manager on the citizen complaint review process.
 - f) Provide comments and recommendations to the town manager on police department policy, procedure, and practice.
- 2. The Citizen Police Advisory Review Board May Also:
 - a) Consult with the governing body from time to time as may be required by the mayor and council.
 - b) Assist the police in achieving a greater understanding of the nature and causes of complex community problems in the area of human relations, with special emphasis on the advancement and improvement of relations between police and community groups.
 - c) Study, examine, and recommend methods, approaches, and techniques to encourage and develop an active citizen police partnership in the prevention of crime.
 - c) Promote cooperative citizen-police programs and approaches to the solutions of community crime problems, emphasizing the principle that the administration of justice is a responsibility which requires total community involvement.
 - d) Recommend procedures, programs, and/or legislation to enhance cooperation among the citizens and the police.

- e) Strive to strengthen and ensure, throughout the community, the application of the principle of equal protection under the law for all persons.
- g) At the discretion and express direction of the Town Manager or Mayor and Council, assume and undertake such other tasks or duties as will facilitate the accomplishment of these goals and objectives, except as hereinafter provided.

3. Limitation of Powers:

Neither the citizen police advisory review board nor any member thereof, except as otherwise authorized by law, shall:

- a) Incur city expense or obligate the city in any way without prior authorization of the Town Manager or Mayor and Council.
- b) Except for the chairperson who is the official spokesperson for the Board, make any written or oral report of any Board activity to any individual or body other than to the Town Manager or Mayor and Council.
- c) Independently investigate citizen complaints against the police department or individual police offers by questioning witnesses or otherwise.
- d) Conduct any activity, which might constitute or be construed as a quasi-judicial review of police actions.
- e) Conduct any activity, which might constitute or be construed as establishment of town policy.
- f) Violate legal confidentiality or otherwise disclose protected or legally privileged information.
- g) Review or comment on a citizen complaint where criminal charges are under investigation, except in those instances where the Police Department has determined that the citizen complaint is not related to the investigation and the town's administrative review has been completed.

Quorum:

A quorum of the Board shall consist of a majority of the currently appointed voting members.

Terms of Board Appointment:

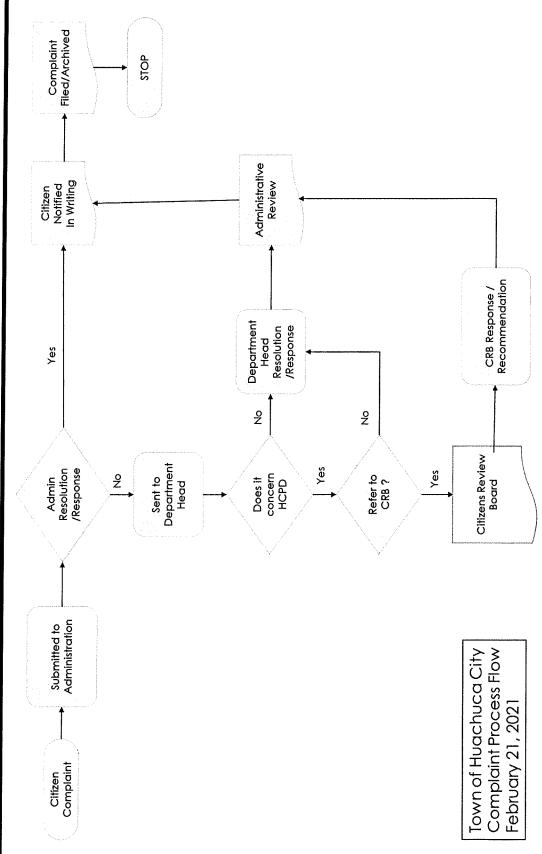
All voting member appointments shall be for (4) year terms. Three successive unexcused or unexplained absences from any regular or special meetings shall be grounds for removal at the will and pleasure of the Town Council, without the necessity of a formal hearing or notice, and such action shall be final.

Open Meeting Law Requirements:

The Board shall comply with all the applicable provisions of the Arizona Open Public Meeting Law.



Complaint Flow Chart



2/24/2021



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



TOWN OF HUACHUCA CITY APPLICATION TO THE

CITIZENS POLICE ADVISORY REVIEW BOARD

VACANCY RESUME AND AFFIDAVIT

Honorable Mayor and Council: I would respectfully request that you give, (my name)	application to: Town 6 AZ 85616.		, 2021, at 5:00 pm. Submit Gonzales Blvd., Huachuca City,
, consideration for appointment to fill the vacant seat on the Citizens Police Advisory Review Board for the Town of Huachuca City. The following facts are submitted for your consideration (if necessary, applicant may attach additional pages):	Honorable Mayor aı	Council:	
appointment to fill the vacant seat on the Citizens Police Advisory Review Board for the Town of Huachuca City. The following facts are submitted for your consideration (if necessary, applicant may attach additional pages):	I would respectfully r	uest that you give,	(my name)
	Board for the Town of for your consideration pages):	Huachuca City. Th	Sitizens Police Advisory Review ne following facts are submitted plicant may attach additional
		WALKSON	

	Civic Participation: C	lubs/Organization	Office Held Da	ates	
****	-11-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0		198-MALE		****
···			·		
III.	Please answer t	he questions t	pelow:		
۱. What	are your interests or	concerns relating	g to the Town	of Huachuca City?	
	1000	,			***************************************
***************************************		***************************************			
*19.4			· · · · · · · · · · · · · · · · · · ·		

				- 174-04-06-14	
D T "					
B. Tell t	ıs about your volunte	eer activities and	community in	volvement.	
·w	***************************************		**************************************		

				,	***************************************
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C. Desc	ribe any initiatives y	ou would like to i	nstitute.		

715.			Manager	TANK TO CONTROL OF THE CONTROL OF TH	
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D. Daniella and different and	
regarding town project involvemer	as of expertise or experiences you have nt and any experience pertaining to a police nittee or panel that may be relevant to this ry Review Board.
Va Va	
E. If there was one issue you coul our citizens and visitors, what wou	d address to make a positive difference for
IV Other information you believe	might he relevant:
IV. Other information you believe	migni be relevani.
	4.4444.44.44.44.44.44.444.4
Name of Applicant (printed)	Telephone Number
 Signature	E-Mail Address

AFFIDAVIT

State of Arizona County of Cochise
l,
being first duly sworn, upon my oath say: I do hereby certify that I
have never been convicted of a felony and am not currently under
felony indictment. I further certify that I have no criminal charges
pending with any law enforcement agency or court, am not a sworn
peace officer and no member of my family is an employee of the Town
of Huachuca City.
Signature of Applicant Date
Subscribed and sworn to (affirmed) before me this day of

Notary's Signature My Commission Expires (Seal)



Arizona Public Entity Pool Member Portal Confidentiality Agreement

In consideration of gaining access to the Arizona Public Entity Pool Member Portal administered by Berkley Risk, you acknowledge your agreement to the following terms and conditions, without limitation or qualification.

All Company documents, data, records, files, manuals or other materials of any kind or description whatsoever disclosed to or used by User through this website shall remain the sole property of Berkley Risk ("Company") or its affiliates. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any confidential or proprietary information of Company or its affiliates disclosed to or accessed by User under this Agreement.

User acknowledges that through its, his or her access to this website, User may be provided or have access to certain information, documents and records of a confidential or proprietary nature regarding Company, its employees, affiliates and customers, including but not limited to business records and nonpublic personal and/or medical information. User agrees that all such confidential or proprietary information shall remain confidential and shall not be disclosed by User to any individual, corporation, other business organization or governmental agency unless expressly required by law, with the exception of User's employees or representatives who have been given express permission to access this website on User's behalf. User shall not use any customer or claimant information for any purpose other than the specific purpose that resulted in User receiving the information. User shall comply with the requirements of all applicable federal, state and local laws, rules and regulations, including but not limited to Title V of the Gramm Leach Bliley Act, the Health Insurance Portability and Accountability Act, and any state laws and regulations regarding privacy or data security of Company's customer information, including 201 Code of Massachusetts Regulations 17:00, et seq. User also agrees to comply with Company's Privacy Policies, IT Security Policies and Data Breach Notification procedures. The obligations contained in this paragraph shall extend to User's employees or other persons acting on behalf of or with User who may have access to Company's confidential or proprietary information, documents and records through this website, and User shall inform said persons of their obligation to maintain the confidentiality of this information.

In the event User is requested or required in connection with any audit, administrative or legal proceeding to disclose any confidential or proprietary information of Company, its employees, affiliates, claimants or customers, User shall provide Company with prompt written notice of any such request or requirement so that Company may seek a protective order against such disclosure. If, in the absence of a protective order or the receipt of a written waiver by Company of its rights under this Agreement, User is nonetheless, in the written opinion of legal counsel, legally compelled to disclose the confidential or proprietary information, User may disclose only that portion of the confidential or proprietary information which such counsel has advised is legally required to be disclosed.

User acknowledges that you must have an authorized username and password to access portions of this site. User agrees to provide true, accurate, current, and complete information about yourself. User also agrees not to impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false headers, or otherwise conceal your identity from us for any purpose. For your protection and the protection of our other customers and website users, you may not share your username and password with any other person for the purpose of facilitating their access and unauthorized use of this website. User is solely responsible for maintaining the confidentiality of your username and password. User acknowledges and agrees that you are responsible for any unauthorized activities, charges, damages, and/or liabilities made through the use of your username and password. In no event will the Company be liable for the unauthorized use or misuse of your username or password. If you do share your account information with anyone, we will consider their activities to have been authorized by you.

In the event of a breach of the above confidentiality and nondisclosure provisions, User agrees that serious damage would be caused to Company, its business, and its competitive position. User further agrees that monetary damages, alone, would not be an adequate remedy for such a breach. Accordingly, User agrees that, in the event of any breach or threatened breach of these confidentiality and nondisclosure provisions, Company shall be entitled (in addition to all other available remedies) to equitable relief (including injunctive remedies) without the necessity of proof of irreparable harm or the posting of a bond or other security therefore to prohibit disclosures of confidential or proprietary information.

All trademarks, service marks, trade names, logos, and icons of Company or its affiliates are proprietary to the Company or its affiliates. Use of the trademarks, service marks, trade dress, or other logos displayed on this website, without prior written authorization of the Company is strictly prohibited.

IN WITNESS WHEREOF, the undersigned certifies that: (i) he/she is legally authorized to execute this Agreement on behalf of the Member referenced below; (ii) he/she has carefully read the entire Agreement; and (iii) he/she intends to legally bind the Member to this Agreement.

Member	
Signature/Date	
Printed Name	
Title	
Email Address	



E-Rate SOA Carrier Services Order - National (QCC)

498 ID: 143001157 CITY STATE ZIPCODE	Address:	Phone Number:	Title:	Printed Name:	Date:	Signature:	Customer Name: Town of Huachuca City To verify eligibility, please visit https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative	 QCC services will commence billing after 5 business days once the services are ready for customer use. Service Termination Notices. Customers notice of termination for Centurylink QCC Services must be sen Sixth St., Bristol, TN. 37620, Fax: 866.887.6633, email: GBMdisconnects@centurylink.com. Such terminati longer period is otherwise required. For services provided under under this CSO, Customer agrees that termination liability will apply if the Miremaining in the Minimum Service Period x Monthly Cost = MSP Liability. 	Services ordered do not included Special Construction Charges and/or "new infrastructure construction" Charges as defined in Non-Recurring Costs (NRC) and the Total Non Recurring Charge stated above reflect these charges that are agreed to by Customer.	In accordance with Scope of Work 3.5.1(2), the Service Levante	Tor the provisions of services. Pricing for this CSO is based on Attachment 4 Pricing Structure in the Underlying Agreement and the terms, service level agreements, special construction charges, and termination charges, as applicable, control to the extent of a conflict with the Underlying Agreement, provided that the conflicting terms do not modify the Underlying Agreement. This supplement becomes effective on the date all parties sign the CSO ("Initiation Date"). The customer represents and certifies that it is a Primary Customer or Other Customer authorized to purchase under the Underlying Agreement.	This CSO (Customer Service Order) is a supplement to the (CenturyLink Pramata ID: 1331492) and is between {		Item 5:	Item 4:	Item 3:			AZ Service ID No. Oty Minimum Service Derive
	Address:	Phone Number:	Title:	Printed Name:	Date:	Signature:		rvices are ready for customer us urylink QCC Services must be s @centurylink.com. Such termin mination liability will apply if the	Services ordered do not included Special Construction Charges and/or "new infrastructure construction" Charges as defined in the Scope of Work 3.4.2 ecurring Costs (NRC) and the Total Non Recurring Charge stated above reflect these charges that are agreed to by Customer.	 In accordance with Scope of Work 3.5.1(2), the Service Level Agreement applicable to the Services under this CSO shall be found at https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariff.andingPage.html 	is. Pricing for this CSO is based on Attachment 4 Pricing Structure in the Underlying Agreement and the terms, service level agreements, special able, control to the extent of a conflict with the Underlying Agreement, provided that the conflicting terms do not modify the Underlying Agreement effective on the date all parties sign the CSO ("Initiation Date"). The customer represents and certifies that it is a Primary Customer or Other Customer authorized to purchase under the Underlying Agreement.	This CSO (Customer Service Order) is a supplement to the State of Arizona Carrier and Broadband Provider Services Agreement CTR049872 ("Underlying Agreement") and CenturyLink Communication ("Underlying Agreement") and CenturyLink Communication ("Underlying Agreement") and CenturyLink Communication ("Underlying Agreement")	Arizona Service Area: Rural	** Expiration Date:			* Total Non Recurring Charge:	Applicable Usage Charges May Apply	
Phoenix AZ 85012	20 E. Thomas Road	(602)563-3378	Manager Global Sales	Joe Walden			CenturyLink Communications, LLC., Acting on behalf of itself and as agent for its affiliates	e. ent via mail, facsimile or email to Centurylink, ATTN.: GBM Discounts, 112 ent via mail, facsimile or email to Centurylink's receipt of the notice, unless a ation is effective 30 days after Centurylink's receipt of the notice, unless a Minimum Service Period stated above is not met, calculated by Months	cope of Work 3.4.2	http://www.centurylink.com/legal/sla.html	evel agreements, special construction charges, and the Underlying Agreement. This supplement becomes Underlying Agreement.	TR049872 ("Underlying Agreement")] and CenturyLink Communications, LLC.,	Rural Arizona - 8 hour Travel Time	June 30, 2023 "Referred to as Contract Term	Scope of Work (SOW) as applicable.		\$0.00 (see attached Quote).	Total Non Recurring Charge* and are subject to the	* Applicable Waiver(s) have been applied to the

Contract OMR No.: R065758

Deal OMR No.:

ContraX Version: 5P/ 1.0A1 2021 KJB 2143165046

Feb-23-2021 10:38:34 AM

Centurylink Detailed Pricing Quote State of Arizona Contract CTR049872

Quote Prepared For:
Town of Huachuca City

Quote Prepared By: Thomas Blachowski

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Customer Name: Tow	Town of Huachuca City						Date:		Tuesday February 23, 2021	iary 23, 2021	
Customer Address: 50	500 N Gonzales Blvd						Jurisdiction:		National	nal	
Huachuca City		6				(2	(2) Contract Term:		June 30, 2023	, 2023	
AID	STATE	J.									
AZ Service ID Product Description	Service Address	Minimum Service Period	Quantity	Monthly Recurring Charges (MRC)	One Time Charge or	SUBTOTAL MONTHLY RECURRING CHARGES	SUBTOTAL ONE TIME CHARGES or ** NRC	(1) Special Construction Costs	(1) Special Construction Waiver	(1) Special Construction Billable	(1) Special Construction Conduit Build Charge
On-Net Flat R transport and	506 N Gonzales Blvd. Huachuca City, AZ 85616	Renewal	٠	\$800.00	\$2000.00	\$800.00	Renewal				
Additional Information (as applicable)	licable)			Century Link °	SECTION TOTALS	Total Monthly Recurring Charges	*(4) Total One Time Charges ** NRC	Special Construction Total Cost	*(5) Special Construction Waiver	*(6) Special Construction Billable	*(7) Special Construction Conduit Build
Applicable NCC's and Usage Charges may apply. Waivers are subject to MSP and Contract Term as applicable.		This Or	ote is provi	This Quote is provided Per Scope of Work 3.6.4 (State) and 3.7.1	Work 3.6.4 (Sta	tel and 3.7.1	#0.00	40.00 A1	Applicable Waivers	600	40.00
account number: 89626135, circuit ID: ETH1000-23797247, service id: 154249163	service id: 154249163		1- 1	[Cooperative]	(e)	>	Ap	Applicable NRC Waiver(s) Applied:	iver(s) Applied:		8
SOMbps Internet Port is \$645.00		All /	ddresses, F	All Addresses, Products/Services, MRR, NRC, MSP, Special Construction, Conduit Charges, Contract Term and Waivers are	MRR, NRC, MSF	Special Valvers are	(5) lotal	(5) Total Construction Walver(s) Applied:	iver(s) Applied:	90.00	
otal = \$800.00 MRC		indica	ted within th Serv	indicated within the scope of this quote and subject Service Order Terms and Conditions.	te and subject to nd Conditions.	to the Carrier	Total M	Carrier Services Quote Total Monthly Recurring Charges Due:	Carrier Services Quote Totals tecurring Charges Due:	Totals \$800.00	.00
Deal No.:		By signii	ng the provic this qu	By signing the provided Carrier Service Order you are acknowledging this quote and attachments in its entirety.	Order you are a ts in its entirety.	cknowledging	Total Month	fonthly Recurring Charges will be indic Total Non Recurring Charges Due:	Total Monthly Recurring Charges will be indicated on the attached CSO.	ated on the attached	ned CSO.
©ontraX Version 5P/1.0A1 2021 KJB 2143165046 Feb-23-2021 10:38:34 AM	Feb-23-2021 10:38:34 AM	<u></u>					Total Non Recu	rring Charges wil	Total Non Recurring Charges will be indicated on the attached CSO (4), (6) and (7)	he attached CSO	*(4),*(6) and *(7)
TERMS AND CONDITIONS - All products and services listed are governed by tariffs, terms of service, or terms and conditions of Customer Service Order and State MSA contract CTR049872. *MINIMUM SERVICE PERIOD - The Minimum Service Period is product and/or service specific as indicated in this quote offer. Minimum Service Period of 12 months is required on all Products, unless otherwise noted.	verned by tariffs, terms of service, or tem duct and/or service specific as indicated	ns and conditi in this quote o	ons of Custor offer. Minimun	ner Service Order an Service Period of 1	d State MSA cont 2 months is require	ract CTR049872. ed on all Products, u	ınless otherwise not	ed.			
* NRC Waiver - Waived CenturyLink NRCs specified above are waived so long as such Services remains installed and used by Customer for at least the * Minimum Service Period of consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the * Minimum Service Period for reasons other than a default by CenturyLink, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink NRC(s) waived pursuant to this section.	ved so long as such Services remains in: rice Period for reasons other than a defau s section.	stalled and us ult by Century	ed by Custorr Link, Custome	er for at least the * Ner shall be required, v	finimum Service P vithin thirty (30) da	e Period of consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the	months ("Minimum on to repay (in additi	Waiver Term"). If fon to any applicable	this Agreement or a e early termination f	ny Service subject ees set forth in the	to this waiver is Agreement) the
SLA - In accordance with Scope of Work, 3.5.1 Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html and http://www.centurylink.com/legal/sla.html	ntees, the Service Level Agreement appl	icable to the S	ervices unde	r this CSO shall be for	ound at https://ww	w.centurylink.com/P	³ages/AboutUs/Lega	al/Tariffs/displayTar	iffLandingPage.html	l and	
(r) SPECIAL CONSTRUCTION CHARGES - Special Construction charges may be amortized via a increase in the monthly recurring payments and will be subject to the term [remination Charges will equal all recurring cost plus all amortized NRC multiplied by the remaining months on Term. Early Termination Charges will not apply if services are turpaid NRC or amortized NRC.	narges may be amortized via a increase in arges may be amortized via a increase in RC multiplied by the remaining months or	n the monthly Term. Early	recurring pay	ments and will be sul harges will not apply	oject to the terms a	is and conditions of the CSO. If a customer disconnects service prior to the end of the "(2) Contract Term", Early terminated due to non-appropriation as otherwise stated in the Contract, except for Termination Charges related to	∋ CSO. If a custome appropriation as oth	r disconnects servi erwise stated in the	ce prior to the end c a Contract, except fo	of the "(2) Contract or Termination Cha	Term", Early rges related to
(2) CONTRACT TERM - Non-Erate Contract Term is specified as 3 year term and survives contract termination. E-Rate Only Contract Term expires as stated on June 30, 2023 only. There are no exceptions to these terms. (2) Contract Term is separate and independent of the * Minimum Service Period. Service Period. 14 VOICE SERVICES DOMESTIC LONG DISTANCE (1 D) is at the State contracted notice nor minute as indicated in the International Voice Bales tab of the state contract. (SQ agreement will indicate "In I lead Service" and is charged based on a new minute as indicated in the International Voice Bales tab of the state contract.	ear term and survives contract terminatio	in. E-Rate On	y Contract Te ternational Vo	rm expires as stated	on June 30, 2023)23 only. There are no exceptions to these terms. (2) Contract Term is separate and independent of the	exceptions to these	terms. (2) Contract	: Term is separate a	nd independent of	the * Minimum
TARIFFS - FCC ACCESS SERVICE TARIFF NO. 11 / ACCESS SERVICE TARIFF NO. 4 as applicable and as indicated in attached Customer Service Order.	RVICE TARIFF NO. 4 as applicable and a	as indicated in	attached Cu	stomer Service Orde							

OMR No.: R065758



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

RESOLUTION NO. 2018-10

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE FEE SCHEDULE FOR BUSINESS LICENSES.

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. 9-240 (B) (28) and Town Ordinance No. 15-02; and

WHEREAS, pursuant to A.R.S. section 9-240 (B) (10), (18) & (19), and the Code section 5.05.160, the Town Council may establish fees for issuing and renewing business licenses; and

WHEREAS, pursuant to A.R.S. section 9-499.15, the Town Council published notice on its website, sixty days in advance, of its intent to consider an increase in business license fees; and

WHEREAS, the Town Manager has reviewed the costs of issuing and renewing business licenses, and has determined that the fee schedule, attached hereto as Exhibit "A" and incorporated herein by this reference, is necessary and appropriate to recover those costs; and

WHEREAS, the Town Council has determined that it would be in the best interests of the Town and its residents to adopt the fee schedule, attached hereto as Exhibit "A."

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

SECTION 1. The Fee Schedule, attached hereto as Exhibit "A" is hereby adopted.

SECTION 2. All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Resolution, or any part hereof, are hereby repealed.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 14th DAY OF JUNE, 2018.

Ken Taylor, Mayor

ATTEST:

Approved as to Form:

eanlifer Fuller, Town Clerk

Thomas Benavidez, Town Attorney

EXHIBIT A

[Fee schedule for business licenses must be attached]

SCHEDULE OF TOWN OF HUACHUCA CITY BUSINESS LICENSE FEE INCREASES

The Town of Huachuca City, Arizona is proposing to increase its fees for business licenses, as follows:

Increase the license fees from \$40.00 annually to \$75.00 for new licenses, \$50.00 annually for the following types of businesses:

- Restaurants*

- Entertainment

- Consumer Service

- Manufacturing

- Distributor

- Vending

General Office

- Auto Service

- Contractor

- Service

- Retail

- Medical Office**

<u>Increase the licenses fees from \$40.00 to \$75.00 for new licenses, \$60.00 renewal fee</u> annually for the following type of businesses:

- Tow Companies

- Junk Yards & Dealers

Waste Hauling

- Metal Recyclers

Increase the new license fees from \$100.00 to \$150.00, with licenses for these and the following businesses to be \$100.00 renewal fee annually:

- Bars*

Pawn Shops

- Banks

- Finance, Title & Loan Shops

- Medical Marijuana Dispensaries

- Theaters & Movie Houses

Home-based businesses will increase from \$10.00 annually to \$50.00 for a new license and \$25.00 renewal fee annually.

^{*}excludes liquor license fees required by the Town and State.

^{**}excludes Medical Marijuana Dispensaries.

SUPPORT DATA FOR INCREASE OF BUSINESS LICENSE FEES

Huachuca City Business License fees are antiquated; the fees were last adjusted in 2001. In addition, the fees are also very low. The potential for new businesses coming to Huachuca City is becoming more of a reality. Because of these reasons, the Town of Huachuca City is proposing to increase the fees for business licenses. Therefore, the following schedule is proposed to replace any and all existing fee schedules.

Business Type	New	Annual	Rate Number
	<u>License</u>	Renewal Fee	
	<u>Fee</u>		
Restaurants*	\$75.00	\$50.00	
Entertainment	\$75.00	\$50.00	
Consumer Service	\$75.00	\$50.00	
Manufacturing	\$75.00	\$50.00	
Distributor	\$75.00	\$50.00	
Vending	\$75.00	\$50.00	
General Office	\$75.00	\$50.00	
Auto Service	\$75.00	\$50.00	
Contractor	\$75.00	\$50.00	
Service	\$75.00	\$50.00	
Retail	\$75.00	\$50.00	
Medical Office**	\$75.00	\$50.00	
Tow Company	\$75.00	\$60.00	
Waste Hauling	\$75.00	\$60.00	
Junk Yards/Dealers	\$75.00	\$60.00	
Metal Recyclers	\$75.00	\$60.00	
Bars*	\$150.00	\$100.00	525
Pawn Shops	\$150.00	\$100.00	
Banks	\$150.00	\$100.00	
Finance/Title/Loan	\$150.00	\$100.00	
MMJ Dispensary	\$150.00	\$100.00	
Theater/Movie Hs	\$150.00	\$100.00	
Home-Based	\$50.00	\$25.00	
Apartments	\$75.00	\$50.00	
Motels/Hotels	\$75.00	\$50.00	
Trailer Courts	\$75.00	\$50.00	

^{*}excludes liquor license fees required by Town of Huachuca City and State of AZ.

^{**}excludes Medical Marijuana Dispensaries.

Excerpt from Sierra Vista business license application showing fees:

CERTIFICATION

By clicking the Submit Application button below, I attest that I have read, acknowledge, and will comply with the following:

- **1.** This application must be approved before I can lawfully engage in any business activities in the City of Sierra Vista.
- **2.** A separate license is required for each business location.
- **3.** Written notification of any changes or cancellation of this application must be made immediately to the License Clerk. Without written notification of cancellation, billing will continue.
- **4.** This license is **non-transferable** and shall be valid until revoked by the City Clerk.
- **5.** The fee for a new license is \$100 and is **not proratable**. The annual renewal fee is \$50, payable on January 1 of each year.
- **6.** I certify that if applicable, I will submit the application for an Arizona State Sales Tax number for the location described within five (5) working days of the approval of this application.
- 7. Non-profits must submit proof of exemption (Letter of Determination).
- 8. A separate permit is required for any business sign.
- **9.** When operating form a commercial location, I will be required to submit a Zoning Compliance Certificate. If operating from my home within City limits, I will be required to complete a Home Occupation Application.

Excerpt from Benson business license application showing fees:

Type of License Daily \$25	Quarterly \$50	Annually \$75	Business Ownership
Type of Ownership: Individual(s)	Partnership_	Corporation	LLC Legal
Domicile (Address where Business	was established) Na	me of Ownership, Part	ner(s) or Officers
Name	Name	Title	
Title Address	Ac	ddress	
	Attach	additional sheet if ned	cessary In Case of
Emergency Name		Phone	
Name	Phone	This should be someo	ne that can be contacted
24 hours a day 7 days a week Date	s From	To	



Finance Department 76 Erie St., P.O. Box 4601 • Bisbee, Arizona 85603 Phone (520) 432-6009 or Fax (520) 432-6069 Email: yward@bisbeeaz.gov

BUSINESS LICENSE FEES

Fee Schedule:

- 1 Employee \$47.47
- 2 Employees \$79.12
- 3 Employees \$126.59
- 4 Employees \$158.24
- 5 8 Employees \$189.88
- 9 12 Employees \$316.47
- 13 20 Employees \$379.77
- 21 30 Employees \$475.93
- 31 40 Employees \$636.60
- 41 + Employees \$727.89

Operating without a Franchise Fee \$2,921.28

Individual Auctioneers \$316.47

Carnivals/Circus (per-day) \$39.56

Newspaper-Daily \$158.24

Newspaper-Weekly \$94.94

Fortune Tellers/Palmist \$63.29

Licensed Inpatient Hospitals TBD

Special Event Promoter (per-day) \$39.56

Special Event Vendor (per-day) \$6.00 Other fees are located on the City of Bisbee website

at BisbeeAz.gov.

Bisbee Fees for Operating without a license:

First Offense Not more than \$500

Second Offense Not more than \$1000

Third Offense 60 Day Suspension + \$1500 or 50% of gross monthly revenue whicever is greater

Fourth Offense Banned from Operating and \$1500 or 50% of gross monthly revenue whichever is greater

Benson Fees for Operating without a license:

Section 8-1-10 Violations and Evidence of Violations

A. The fact that a person or organization is engaged in any business which, pursuant to this article, requires a license, or that such person or organization has exhibited a sign indicating such business is being pursued, shall be prima facie evidence of the liability of such person or organization to pay a license fee.

B. In any legal action initiated by the city for the violation of any of the provisions of this article, in the absence of proof by the defendant otherwise, it shall be presumed that no license has been issued and the burden of proof as to the issuance of the license shall be upon the defendant. BUSINESS: LICENSES AND TAXES 8.4

- C. Each day of failure to obtain a required business license or renew an expired business license shall constitute a single offense punishable as provided in the city code or by injunction or both.
- D. Any person, partnership or other entity believed to be conducting a Abusiness@ as defined in Section 8-1-1, shall be mailed, or personally delivered, a copy of this chapter, including any subsequent amendments thereto, and not less than ten calendar days thereafter, may be found guilty of a violation of these requirements if not then in possession of a currently issued business license.
- E. A violation of this article shall constitute a civil offense punishable by a penalty of up to twenty-five dollars for each offense or occurrence determined by the court to have occurred plus court and related enforcement costs.

Sierra Vista Fees for Operating without a license:

110.02 LICENSE REQUIRED.

- (A) It shall be unlawful for any person to commence, transact or carry on any business, as set out in this chapter, without first having procured a license from the city to do so, or without complying with any and all regulations of the business designated in this chapter.
- (B) The practicing, transaction or carrying on of any business specified in this chapter, without first having procured a license from the city to do so, or without complying with any and all regulations of

the business contained in this chapter shall constitute a separate violation of this chapter for each and every day that the business is practiced, transacted, or carried on.

(C) The granting of a license is not to be deemed as evidence or proof that the licensee has complied with the provisions of this chapter or other provisions of the city code, nor shall it stop the prosecution by the city for any violation of city code.

('76 Code, § 8-1-1) (Ord. 371, passed 4-13-78; Am. Ord. 844, passed 8-10-89; Am. Ord. 873, passed 12-13-90; Am. Ord. 899, passed 3-26-92; Am. Ord. 2014-003, passed 1-23-14) Penalty, see § 10.99

10.99 GENERAL PENALTY.

Any person found guilty of violating any provisions of this code, except as otherwise provided in this code, shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not to exceed \$2,500 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that violation continues shall be a separate offense punishable as hereinabove described.

('76 Code, Art. 1-8)