

# TOWN OF HUACHUCA CITY

The Sunset City

HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
Thursday, March 24, 2022, at 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616

### **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

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.

500 N. Gonzales Blvd, Huachuca City, AZ 85616 | Office: 520-456-1354 | Fax: 520-456-2230 | TTY: 520-456-1353

- C.1 Consider approval of the Minutes of the Regular Council Meeting held on March 10, 2022.
- C.2 Consider approval of the Payment Approval Report.
- C.3 Consider approval of the disposal of a 1991 Chevrolet 2500, VIN #1GBJV33N6MF306951 through Public Surplus.

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

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

# E. New Business Before Council - Mayor

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

- E.1 Discussion and/or Action [Spencer Forsberg]: Presentation of the Town's financial reports for the month of February.
- E.2 Discussion and/or Action [Christy Hirshberg]: Approval to close Gila Street between Skyline Drive and School Drive on April 9, 2022, between the hours of 9:00 a.m. and 1:00 p.m. for a Lion's Club Car Show.
- E.3 Discussion and/or Action [Jim Halterman]: Update about the location and storage of maps and plans for Town utilities, infrastructure and facilities.
- E.4 Discussion and/or Action [Suzanne Harvey]: Approval of a schedule for Council work session meetings to discuss the budget for fiscal year 2023.
- E.5 Discussion and/or Action [Suzanne Harvey]: Resolution 2022-01 APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH FRY FIRE DISTRICT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.
- E.6 Discussion and/or Action [Mayor Wallace]: Proclamation 2022-04 A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY DECLARING THE MONTH OF APRIL, 2022, AS SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH IN THE TOWN OF HUACHUCA CITY.
- E.7 Discussion and/or Action [Mayor Wallace]: Proclamation 2022-05 A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY DECLARING THE MONTH OF APRIL, 2022, AS GARDEN MONTH IN THE TOWN OF HUACHUCA CITY.

- E.8 Discussion and/or Action [Mayor Wallace]: Proclamation 2022-06 A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY DECLARING THE WEEK OF APRIL 3-9, 2022, AS LIBRARY WEEK IN THE TOWN OF HUACHUCA CITY.
- F. Reports of Current Events by Council
- G. Adjournment

Posted at 5:00 PM on March 22, 2022, at the following locations:

Town Hall Bulletin Board	Town Hall Lobby	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	506 N. Gonzales Blvd.	Department
690 N. Gonzales Blvd.	Huachuca City, AZ 85616	500 N. Gonzales Blvd.
Huachuca City, AZ 85616		Huachuca City, AZ 85616

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.

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



MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
March 10, 2022 AT 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616

### **AGENDA**

# A. Call to Order - Mayor Pro Tem 6:00pm

a. Pledge of Allegiance Mayor Wallace.

b. Roll Call and Ascertain Quorum

Roll Call.

Present: Johann Wallace, Jean Smelt, Jeffrey Ferro, Cynthia Butterworth, Keith Settlemeyer, Christy Hirshberg, Debra Trate, Attorney Thomas Benavidez (not voting), Manager Harvey (not voting), Clerk Brandye Thorpe (not voting).

c. Invocation

Led by Elder Thomas.

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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

- C.1 Consider approval of the Minutes of the Regular Council Meeting held on February 24, 2022.
- C.2 Consider approval of the Payment Approval Report.

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

Motion: Items listed on the Consent Agenda with the one modification to the minutes of the lase meeting as provided to the Town Clerk, Action: Approve, Moved by Johann Wallace, **Seconded by** Christy Hirshberg. Motion passed unanimously.

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.

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

Discussion and/or Action [Brandye Thorpe/Jeff Stine]: Presentation of plans for the E. 1 Community Development Block Grant [CDBG] park upgrade project; Council might propose changes to those plans and authorize staff to issue a request for proposals for contractor services.

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

Clerk Thorpe introduces Jeff Stine, architect for the project, and provides an update and presents the current plans for the upgrade to Leffingwell park. She advises that the funds awarded will not support all of the parks being done, however, Council has already set aside funds for Hunt park and Veterans Park is undergoing an upgrade covered under a recently acquired grant. Council asks questions and suggests that perhaps things like benches and bike racks could be sponsored by businesses and individuals instead of being a cost of this project. They also would like Public Works to do some of the removal of equipment and shrubbery to cut costs. Mr. Stine answers any questions. Council prioritizes the projects, to include the irrigation system, grass, playground equipment and resurfacing of the skate park and basketball and tennis courts as top priorities.

Motion: staff to issue the RFP for contractor services leveraging the priority fund items as Council has discussed, Action: Authorize, Moved by Johann Wallace, Seconded by Christy Hirshberg. Motion passed unanimously.

Discussion and/or Action [Chief Thies]: Update on previously applied for Department of **E.2** Homeland Security "Operation Stonegarden" Program grant for a new police vehicle.

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

Chief Thies advises the Police Department was awarded the grant for a new "Operation Stonegarden" SUV in the amount of \$125,325.00. This will be a fully equipped vehicle including a license plate reader.

Discussion and/or Action [Mayor Wallace]: Proclamation 2022-03- A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY DECLARING THE MONTH OF MARCH, 2022, AS WOMEN'S HISTORY MONTH.

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

Discussion and/or Action [Councilmember Butterworth]: Approval to put up blue and **E.4** yellow lights on Town buildings in support of Ukraine.

Motion: Item E.4, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Councilmember Butterworth advises that many federal buildings and foreign government buildings have been lit up in support of Ukraine and she believes this is something the Town should also show its support of.

Motion: , Action: Approve, Moved by Johann Wallace, Seconded by Jeffrey Ferro. Motion passed unanimously.

E.5 Discussion and/or Action [Brandye Thorpe]: Presentation of proposed changes to business license policies and procedures and approval to draft changes to Town Code.

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

Clerk Thorpe gives a presentation including suggested changes to Town Code to improve the Business Licensing process. Council asks questions and suggests changes to what the Clerk has proposed.

Motion: The draft of an Ordinance to make changes to the Town Code for Business Licenses and to schedule a Work Session after that draft is complete, Action: Authorize, Moved by Johann Wallace, Seconded by Jeffrey Ferro.

Motion passed unanimously.

E.6 Discussion and/or Action [Mayor Wallace]: Direction to staff to look into hosting a Farmers' Market in Town.

Motion: Item E.6, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Mayor Wallace advises that this came out of the Healthy Communities meeting a couple of weeks back. We want to see if we can bring a Farmer's Market here to Huachuca City on a Saturday when people are able to attend and buy fresh produce. Councilmember Trate advises of a potential \$50,000.00 USDA grant to help get this started. Manager Harvey advises that there are a lot of requirements to get this started, including licensing with the County and getting signed agreements with vendors. We do have a contact person now, who has helped other places set one up.

Motion: To go forth looking into hosting a Farmer's Market and consider adding some provisions to the update in Town Code addressing Farmer's Markets, Action: Direct Staff, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion passed unanimously.

E.7 Discussion and/or Action [Mayor Wallace]: Approval to submit a letter to Dollar General corporate encouraging them to begin offering fresh produce at the Huachuca City store location, as part of the chain's "DG Fresh" initiative.

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

Mayor Wallace advises that this was something else that came out of the Healthy Communities meeting a couple of weeks ago. They do already have stores where they have fresh produce. We would like to get them to offer that here as well. Initially the idea was for the Town to write a letter to Dollar General corporate. Now, the Building Healthy Communities initiative of the University of Arizona Cooperative Extension are trying to get the County to write the letter, and each municipality would write a letter in support.

Motion: Council approval for the Mayor to submit a letter in support, Action: Approve, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion passed unanimously.

E.8 Discussion and/or Action [Suzanne Harvey]: Appointment of a Councilmember to the Veteran's Memorial Park project steering committee.

Motion: Item E.8, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Jean Smelt.

Manager Harvey shares that there are several Councilmembers interested in being appointed. The Mayor shares that he is one of the interested parties. Councilmember Butterworth states she is already part of a couple of things and so would like someone else to have the opportunity.

Motion: Councilmember Settlemeyer as the primary and Councilmember Butterworth as alternate to the Veteran's Memorial Park project steering committee, Action: Appoint, Moved by Johann Wallace, Seconded by Jeffrey Ferro.

Motion passed unanimously.

E.9 Discussion only [Gerald Hursh]: Update on the newly acquired Animal Control Truck.

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

Gerald Hursh advises that this truck was on Public Surplus and the Town had bid, but the purchase price got too high so lost. Later on, he was contacted by Pinal County staff to see if we were still interested, because the winner of the auction hadn't paid. They suggested that they get it approved and sell it to us for \$1.00. We purchased it and it was just driven back recently. It is a 2005 and has 6 air conditioned and heated kennels.

Council shows their appreciation of how Gerald handled this and got us a vehicle for minimal expense.

E.10 Discussion and/or Action [Mayor Wallace]: Direction to staff concerning mitigation of rising fuel and energy costs.

Motion: Item E.10, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Debra Trate.

Mayor Wallace advises that due to rising gas prices, measures need to be taken to prevent spending. Limits should be set about how many trips to town can be made each week. Vehicles should not be taken home unless on call status by employee. Basically we need to give the Town Manager the ability to take action to limit the spending on gas.

Motion: To look into mitigation efforts due to the rising cost of gas under the direction of the Town Manager, Action: Direct Staff, Moved by Johann Wallace, Seconded by Christy Hirshberg. Motion passed unanimously.

# F. Reports of Current Events by Council

Councilmember Trate attended a meeting of the Upper San Pedro Partnership. This was a work session and the first time she has attended. She also advises we received an email from the people who do the Arizona Cities and Towns and they wanted input. She responded that everything is about large cities and towns and she would like some things that are more geared toward small towns.

Councilmember Smelt hosted the Seago meeting. Camino Café catered the event. She received a thank you note for hosting.

Councilmember Butterworth has been attending the Healthy Community meetings. Food distribution is coming up.

Councilmember Settlemeyer did walk the Veteran's Memorial Park and is excited to get moving on that project.

Mayor Wallace reached out again to Century Link, and has not gotten a response. Cox has gotten some permits and is going full speed ahead. Next Friday is the Hispanic Mixer and I am the keynote speaker.

# G. Adjournment

Motion: 7:35pm, Action: Adjourn, Moved by Johann Wallace, Seconded by Christy Hirshberg. Motion passed unanimously.

Approved by Mayor Johann R. Wallace on March 1	0, 2022.	
	Mr. Johann R. Wallace Mayor	
Attest:		

1	own Clerk
Seal:	
Certifico	a <u>tion</u>
the Huc	certify that the foregoing is a true and correct copy of the Minutes of the Meeting for achuca City Town Council held on February 24, 2022. I further certify that the meeting y called and a quorum was present.
	Ms. Brandye Thorpe, Town Clerk

Ms. Brandye Thorpe,

TOWN OF HUACHUCA CITY

### Payment Approval Report - Council by vendor name Report dates: 3/11/2022-3/17/2022

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

endor/	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Numb
1308	AT&T	5204561063_0	Library Landline Long Distance	03/04/2022	40.79	40.79	10-62-271
		3204301030_0	Elbrary Editable Edity Distance	00,00,000			
To	otal AT&T:				40.79	40.79	
-	artment of Corrections	Dagger 14 0000	tarada Labara Admin	02/44/2022	25.00	00	10-43-360
	AZ Department of Corrections	D082241 2022	Inmate Labor- Admin	03/14/2022 03/07/2022	43.37	•	10-43-360
	AZ Department of Corrections	D082270 2022	Inmate Labor- Admin	03/07/2022	43.37		10-43-360
	AZ Department of Corrections	D082270 2022	Inmate Labor- Library		17.50		10-57-360
	AZ Department of Corrections	D082241 2022	Inmate Labor- PW	03/14/2022	30,32		10-57-360
	AZ Department of Corrections	D082270 2022	Inmate Labor- PW	03/07/2022	25.00		10-62-366
1315	•	D082241 2022	Inmate Labor- Library	03/14/2022			51-40-360
	AZ Department of Corrections	D082241 2022	Inmate Labor- Water	03/14/2022	78.75 136.62		51-40-360
	AZ Department of Corrections	D082270 2022	Inmate Labor- Water	03/07/2022			52-40-360
	AZ Department of Corrections	D082241 2022	Inmate Labor- Sewer	03/14/2022	78.75		52-40-360
1315	AZ Department of Corrections	D082270 2022	Inmate Labor- Sewer	03/07/2022	136.62		55-40-360
1315	AZ Department of Corrections	D082241 2022	Inmate Labor- LF	03/14/2022	50.00		55-40-360
1315	AZ Department of Corrections	D082270 2022	Inmate Labor- LF	03/07/2022	86.74		33-40-360
To	otal AZ Department of Corrections:				752.04	477.04	
rnett'	's Towing L.L.C.						
1495	Barnett's Towing L.L.C.	455859	Impound of homemade flat bed tr	01/29/2022	95.00		10-51-505
1495	Barnett's Towing L.L.C.	455860	Recovery of stolen vehicle, DR#2	01/29/2022	95.00	95.00	10-51-505
To	otal Barnett's Towing L.L.C.:				190.00	190.00	
	al Feeding Technologies, INC.		First Value (Otrain on for the Obligain	04/05/2022	245.97	245.07	51-40-610
1583	Chemical Feeding Technologies, I	35935	Foot Valve/Strainer for the Chlorin	01/26/2022			31-40-010
To	otal Chemical Feeding Technologies,	INC.:			245.97	245.97	
ntas C	Corporation No. 445				0.40	0.40	10.57.110
0067	Cintas Corporation No. 445	4113260998	Public Works Uniforms	03/14/2022	8.13		10-57-110
0067	Cintas Corporation No. 445	4113260998	Water Uniform	03/14/2022	36.56		51-40-110
0067	Cintas Corporation No. 445	4113260998	Sewer Uniforms	03/14/2022	36.56		52-40-460 EE 40 460
0067 0067	Cintas Corporation No. 445 Cintas Corporation No. 445	4113260963 4113261044	Landfill Uniforms  Landfill Uniforms	03/14/2022 03/14/2022	58.23 90.86		55-40-460 55-40-460
	otal Cintas Corporation No. 445:				230.34	230.34	
10	otal Cilitas Corporation No. 445.						
leo Ca	rmon Cleo Carmon	03172022	Sewer Deposit Refund	03/17/2022	5.64	5.64	52-21350
		03112022	Comer Deposit Neturia	00,,,,,,			
To	otal Cleo Carmon:				5.64	5.64	
rain G	ialvez Efrain Galvez	167940772PT	Community Center Deposit Refun	03/17/2022	75.00	75.00	10-36-500
U3/4	Litaii Galvez	10104011251	Community Content Doposit Neith	00, 17,2022			<b></b>
	otal Efrain Galvez:				75.00	75.00	

10000	OF HUACHUCA CITY	Pay	ment Approval Report - Council by v Report dates: 3/11/2022-3/17/20				Page: 2 Mar 17, 2022 05:35PM
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Garden	Canyon Towing, LLC						
	Garden Canyon Towing, LLC	44595	DR#220125-04 Impound tow of 2	01/25/2022	135.00	135.00	10-51-505
T	otal Garden Canyon Towing, LLC:				135.00	135,00	
Gardna	r's Garage						
	Gardner's Garage	03P4780	Mount and balance two tires on b	03/40/2022	40.00	40.00	40.54.470
	Gardner's Garage	03P4780	Fleet Discount	03/10/2022 03/10/2022	40.00 4.00-		10-51-470 · 10-51-470
	Gardner's Garage	03P4785	Full Service Oil Change 2005 GM	03/10/2022	102.87		
	Gardner's Garage	03P4791	Full Service Oil Change 2007 For	03/14/2022	42.52		10-51-470 10-51-470
To	otal Gardner's Garage:				181,39	181,39	
	-				101,33	101,35	
	C. Rainey Gregory C. Rainey	460	Restitution Payment Case No. M0	03/09/2022	47.00	47.00	20-40-200
T	otal Gregory C. Rainey:			00,00,2022			20-40-200
"	nai Gregory C. Rainey:				47.00	47.00	
lugh A.	Walker Enterprises, In						
2490	Hugh A. Walker Enterprises, In	02-2022-01	ADEQ Discussions/Site Redesign	02/11/2022	20,250.00	20,250.00	55-40-840
2490	Hugh A. Walker Enterprises, In	02-2022-02	Task 2 LFG quarterly monitoring/J	02/18/2022	1,975.00		55-40-840
To	otal Hugh A. Walker Enterprises, In:				22,225.00	22,225.00	
ose Oli	Nac	•					
	Jose Olivas	02152022	4 x Per diem lunches for Basic Le	02/15/2022	48.00	48.00	10-51-660
To	etal Jose Olivas:				48.00	48.00	
eith Ar	nett						
	Keith Amett	014	Remote Operator Fee for Sewer S	03/09/2022	400.00	400.00	52-40-360
To	tal Keith Arnett:				400.00	400.00	
-1-1	Computer Cont					400,00	
	Consultancy Services Krishan Consultancy Services	21-101	Invoice for E-Rate Consulting Ser	11/23/2021	1,250.00	1.250.00	10-62-480
To	tal Krishan Consultancy Services:						
	an resonan Consultancy Services.				1,250.00	1,250,00	
yle Arn 2757	ett Kyle Arnett	02152022	4 x Per diem lunches for Basic Le	00/45/0000	40.00	40.00	40 54 000
		02102022	TATE GIGHT MICHES TO BASIC LE	02/15/2022	48.00	48.00	10-51-660
10	tal Kyle Amett:				48.00	48.00	
eague (	of AZ Cities & Towns						
-	League of AZ Cities & Towns	FY 2022-2023	Membership Dues 2022-2023	02/08/2022	5,194.00	.00	10-42-640
То	tal League of AZ Cities & Towns:				5,194.00	.00	
ا مامناهم	PoolMart Inc						
	PoolMart, Inc. Leslie's PoolMart, Inc.	00649-01-0493	3 Inch Chlorine Tablets	02/16/2022	278.11	278.11	10-58-460
To	tal Leslie's PoolMart, Inc.:				278.11	278.11	
	uden 11 A						
	wing LLC Mac's Towing LLC	7900	Impared Torrito DD coopers	*****			
	Mac's Towing LLC	7892 7991	Impound Tow for DR 220210-15 g Impound tow for DR#220305-01,	02/10/2022 03/05/2022	95.00 100.00		10-51-505 10-51-505

TOWN OF HUACHUCA CITY

#### Payment Approval Report - Council by vendor name Report dates: 3/11/2022-3/17/2022

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Description Invoice Date Net Amount Paid GL Account Number Invoice Number Vendor Vendor Name Invoice Amount 195.00 195.00 Total Mac's Towing LLC: Manuel Aivarez 50.00 20-40-200 461 Restitution Case No: M0248CR20 03/16/2022 50.00 10544 Manuel Alvarez 50.00 50.00 Total Manuel Alvarez: McCoy's Septic Pumping Service 03/10/2022 190.00 190.00 55-40-360 10230 McCoy's Septic Pumping Service Pump Station Dump 5375 190,00 190.00 Total McCoy's Septic Pumping Service: Senergy Petroleum LLC Road User Clear-ULSD #2/Dyed-03/07/2022 45.94 45.94 23-40-475 10215 Senergy Petroleum LLC SEN-282875 SEN-284721 Road User Clear-ULSD #2/Dyed-03/10/2022 7.57 7.57 23-40-475 10215 Senergy Petroleum LLC 89.40 23-40-475 10215 Senergy Petroleum LLC SEN-287242 Road User Clear-ULSD #2/Dyed-03/14/2022 89.40 91.88 51-40-475 Water Clear-ULSD #2/Dyed-ULS 03/07/2022 91.88 10215 Senergy Petroleum LLC SEN-282875 15.16 51-40-475 SEN-284721 Water Clear-ULSD #2/Dyed-ULS 03/10/2022 15.16 10215 Senergy Petroleum LLC 178.82 51-40-475 178.82 SEN-287242 Water Clear-ULSD #2/Dyed-ULS 03/14/2022 10215 Senergy Petroleum LLC 45.94 52-40-475 45.94 SEN-282875 Sewer Clear-ULSD #2/Dyed-ULS 03/07/2022 10215 Senergy Petroleum LLC 7.58 52-40-475 7.58 Sewer Clear-ULSD #2/Dyed-ULS 03/10/2022 10215 Senergy Petroleum LLC SEN-284721 89.41 52-40-475 Sewer Clear-ULSD #2/Dyed-ULS 03/14/2022 89.41 10215 Senergy Petroleum LLC SEN-287242 Landfill Clear-ULSD #2/Dyed-ULS 03/07/2022 1,653.83 1,653.83 55-40-475 10215 Senergy Petroleum LLC SEN-282875 272.82 55-40-475 SEN-284721 Landfill Clear-ULSD #2/Dyed-ULS 03/10/2022 272.82 10215 Senergy Petroleum LLC 3,218.70 55-40-475 Landfill Clear-ULSD #2/Dyed-ULS 03/14/2022 3,218.70 10215 Senergy Petroleum LLC SEN-287242 5,717.05 5,717.05 Total Senergy Petroleum LLC: Sierra Vista NAPA 145.69 10-57-610 Replace Battery on the Forklift. 03/10/2022 145.69 3597 Sierra Vista NAPA 759207 Total Sierra Vista NAPA: 145.69 145.69 Southwest Gas Corporation 03/03/2022 903.58 903.58 10-53-340 3879 Southwest Gas Corporation 910002356376 910002356376 Gas Fire Station 910002628087 Gas Community C 03/03/2022 35.25 35.25 10-60-706 3879 Southwest Gas Corporation 910002628087 10-68-340 03/03/2022 72.64 72.64 910002504729 910002504729 Gas Senior Center 3879 Southwest Gas Corporation 1,011.47 1,011.47 Total Southwest Gas Corporation: Southwestern Equipment & Tire, LLC Remove/Replace (3x) rear tires (1 01/04/2022 2,497.82 2,497.82 55-40-610 10466 Southwestern Equipment & Tire, L 3868 Parts/Travel/Labor to replace 1x ri 02/04/2022 1,200.00 1,200.00 55-40-610 10466 Southwestern Equipment & Tire, L 3933 3,697.82 3.697.82 Total Southwestern Equipment & Tire, LLC: Terminax Processing Center 10.00 10.00 10-43-340 02/28/2022 3071915 Rat Bait Boxes- Admin 10459 Terminax Processing Center 02/28/2022 29.00 29.00 10-43-340 3071916 Pest Control - Admin 10459 **Terminax Processing Center** 02/28/2022 10.00 10.00 10-51-340 3071915 Rat Bait Boxes- Police Dept 10459 **Terminax Processing Center** 29.00 29.00 10-51-462 Pest Control - Police Dept 02/28/2022 10459 **Terminax Processing Center** 3071916 02/28/2022 10.00 10.00 10-53-340 **Terminax Processing Center** 3071915 Rat Bait Boxes- Fire Dept 10459 02/28/2022 29.00 29.00 10-53-360 Pest Control - Fire Dept 10459 Terminax Processing Center 3071916 10.00 10-62-462 Rat Bait Boxes- Library 02/28/2022 10.00 10459 Terminax Processing Center 3071915 29.00 10-62-462 02/28/2022 29.00 3071916 Pest Control - Library 10459 Terminax Processing Center 02/28/2022 10.00 10-68-340 Rat Bait Boxes- Senior Center 10.00 10459 Terminax Processing Center 3071915

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### Payment Approval Report - Council by vendor name Report dates: 3/11/2022-3/17/2022

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net	Amount Paid	GL Account Number
		_			Invoice Amount		
10459	Terminax Processing Center	3071916	Pest Control - Senior Center	02/28/2022	29.00	29.00	10-68-340
Т	otal Terminax Processing Center:				195.00	195.00	_
Turner	Laboratories, Inc						•
4243	Turner Laboratories, Inc	22C0209	Coliform by Colilert	04/08/2022	60.00	.00	51-40-510
4243	Turner Laboratories, Inc	22C0209	Mail Report Fee	04/08/2022	10.00		51-40-510
4243	Turner Laboratories, Inc	22C0209	Sample Management Fee- Bactre	04/08/2022	4.50		51-40-510
Т	otal Turner Laboratories, Inc:				74.50	.00	
Verizon	Wireless						•
4343	Verizon Wireless	9901241101	Feb 8- Mar 7 Cell Phone Bill	03/07/2022	1,389.35	1,389.35	10-48-275
Т	otal Verizon Wireless:				1,389.35	1,389.35	
Wells F	argo Remittance Center						
	Wells Fargo Remittance Center	BTHORPE_02	Herald Review- 217 Pima, 303 Ap	02/10/2022	228.79	228 79	10-43-250
4377	Wells Fargo Remittance Center	BTHORPE_02	Floor Supplies	02/10/2022	5.40		10-43-290
4377	Wells Fargo Remittance Center	KRAMIREZ_02	1099NEC Tax Kit and Forms	02/10/2022	58.33		10-43-290
4377	Wells Fargo Remittance Center	JTHIES_02102	Home Depot- ADA ramp	02/10/2022	119,11		10-51-460
4377	Wells Fargo Remittance Center	JTHIES_02102	Tire Repair x3, Battery 2005 ACO	02/10/2022	176.57		10-51-470
4377	Wells Fargo Remittance Center	JHALTERMAN	Battery, Zip Drive, Rollers, 2' Ball	02/10/2022	265,56		10-57-460
4377	Wells Fargo Remittance Center	JHALTERMAN	Roller pads, Dry Repair, EN100 P	02/10/2022	292.81		10-57-460
4377	Wells Fargo Remittance Center	JHALTERMAN	Ferguson- Slon Toiet Parts Credit/	02/10/2022	151.46-		10-57-500
4377	Wells Fargo Remittance Center	JHALTERMAN	Spud, Floor Finish	02/10/2022	86.27		10-57-500
4377	Wells Fargo Remittance Center	JHALTERMAN	Rear Caster Assy, 2' Ball Coupler	02/10/2022	125.08		10-57-610
4377	Wells Fargo Remittance Center	JHALTERMAN	Hozzle, Nozzle, Discharge Hose	02/10/2022	62.64	62.64	10-57-610
4377	Wells Fargo Remittance Center	SFULTON_021	Ace- Key for Bathroom, Garbage	02/10/2022	2.47	2.47	10-62-290
4377	Wells Fargo Remittance Center	SFULTON_021	Glue Dot, Plexiglass, Lable Maker	02/10/2022	197.46	197.46	10-62-290
4377	Wells Fargo Remittance Center	SFULTON_021	Ace- Spare Key	02/10/2022	4.39	4.39	10-68-290
4377	Wells Fargo Remittance Center	SFULTON_021	AC Power Adapters	02/10/2022	100.00	100.00	10-69-802
4377	Wells Fargo Remittance Center	JHALTERMAN	Desk Calendar, Pins, Fluid, Paint,	02/10/2022	106.77	106.77	51-40-460
4377	Wells Fargo Remittance Center	JHALTERMAN	Primer paint	02/10/2022	15.11	15.11	51-40-460
4377	Wells Fargo Remittance Center	JHALTERMAN	D&M Tire- Repair Flat Tire	02/10/2022	18,00	18.00	51-40-470
4377	Wells Fargo Remittance Center	JHALTERMAN	15" Meter Riser	02/10/2022	371.75	371.75	51-40-472
4377	Wells Fargo Remittance Center	JHALTERMAN	Bricks, Wadges, Saddle 2.38-2.50	02/10/2022	73.40	73.40	51-40-472
4377	Wells Fargo Remittance Center	JHALTERMAN	Foot Valve, 5 Way Valve, Gloves,	02/10/2022	300.92	300.92	51-40-610
4377	Wells Fargo Remittance Center	JHALTERMAN	Pipe Tape, Insolation, Pressure G	02/10/2022	217.56	217.56	51-40-610
	Wells Fargo Remittance Center	JHALTERMAN	Grate, toner, pallet 60 lbs bags, R	02/10/2022	454.90	454.90	52-40-460
4377	Wells Fargo Remittance Center	JHALTERMAN	Merles- Oil Cap	02/10/2022	7.55	7.55	52-40-470
4377	Wells Fargo Remittance Center	JHALTERMAN	Battery Cable Lugs	02/10/2022	29,93	29.93	52-40-470
To	otal Wells Fargo Remittance Center:				3,169.31	3,169.31	
	ne Fire District						
4430	Whetstone Fire District	2020-52	Intergovernmental Services For Fi	01/01/2022	102,500.00	102,500.00	10-53-360
Тс	otal Whetstone Fire District:				102,500.00	102,500.00	
Gi	rand Totals:				149,681.47	144,137.97	

• •			Approval Report - Co Report dates: 3/11/20	uncil by vendor name 22-3/17/2022	Page: Mar 17, 2022 05:35F			
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number	
Dated:				•				
Mayor:			<del></del>					
City Council:								
_								
-								
-								
City Recorder:								
Report Criteria:								
Detail repo	ort. ith totals above \$0.00 inclu	ıded.						
	npaid invoices included.							

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-31-100	AUTO LIEU TAX	8,416.36	77,264.37	105,000.00	27,735.63	73.6
10-31-200		2,994.11	58,834.68	103,000.00	44,165.32	57.1
10-31-240		934.22	8,864.81	12,000.00	3,135.19	73.9
10-31-250	CITY SALES TAXES	22,529.18	238,322.59	329,000.00	90,677.41	72.4
10-31-260	STATE SALES TAXES	15,850.81	148,783,86	180,000.00	31,216.14	82.7
	TOTAL TAXES	50,724.68	532,070.31	729,000.00	196,929.69	73.0
	LICENSES AND PERMITS					
10-32-100	BUILDING PERMITS	697,95	9,079.30	11,000.00	1,920.70	82.5
10-32-110	BUSINESS LICENSES	600.00	7,140.00	11,000.00	3,860.00	64.9
10-32-120	P&Z FEES	.00	2,586.05	2,260.00	( 326.05)	114.4
	TOTAL LICENSES AND PERMITS	1,297.95	18,805.35	24,260.00	5,454.65	77.5
	INTERGOVERNMENTAL REVENUE			•		
10-33-100	STATE REVENUE SHARING	17,870.21	127,102.11	226,500.00	99,397.89	56.1
	TOTAL INTERGOVERNMENTAL REVENUE	17,870.21	127,102.11	226,500.00	99,397.89	56.1
	CHARGES FOR SERVICE					
10-34-140	AUCTION PROCEEDS	.00	12,128.69	30,000.00	17,871.31	40.4
10-34-160	ANIMAL CONTROL FEES/FINES	72,956.10	231,183.31	800.00	( 230,383.31)	28897.
10-34-170	ADMIN GARBAGE FEES	398.40	2,116.74	10,000.00	7,883.26	21.2
10-34-530	CITY BUS FEES/DONATIONS	94.50	821.60	2,000.00	1,178.40	41.1
	TOTAL CHARGES FOR SERVICE	73,449.00	246,250.34	42,800.00	( 203,450.34)	575.4
	FINES					
10-35-100	POLICE FINES	5,336.26	55,845.39	125,000.00	69,154.61	44.7
	IMPOUND FEES	300.00	4,725.00	10,800.00	6,075.00	43.8
	TOWING FEES	100.00	1,480.00	4,600.00	3,120.00	32.2
10-35-120	LIBRARY FEES & FINES	116.00	1,266.90	3,200.00	1,933.10	39.6
10-35-125	IMPUND ADMIN FEES	.00.	.00	5,000.00	5,000.00	.0
	TOTAL FINES	5,852.26	63,317.29	148,600.00	85,282.71	42.6

		PERIOD ACTUAL		YTD ACTUAL	BUDGET		JNEARNED	PCNT
	MISCELLANEOUS REVENUE							
10-36-100	INTEREST	.00		10.792.75	35,000.00		24,207.25	30.8
10-36-200	UNREALIZED GAIN	.00.	(	11,068.56)	10,000.00		21,068.56	(110.7)
10-36-300	MISC. POLICE REVENUE	.00	`	5.690.80	.00	(	5,690.80)	.0
10-36-400	SALE OF FIXED ASSETS	.00.		39,252,00	50.000.00	`	10,748.00	78.5
10-36-500	PARKS & REC FACILITY RENTAL	50,00		856.00	1,000.00		144.00	85.6
10-36-515	SUMMER SPLASH REVENUE	.00		.00	3,000.00		3.000.00	.0
10-36-900	MISCELLANEOUS	41.00		11,405,15	7,751.00	(	3,654.15)	147.1
10-36-902	WORKERS' COMP REIMBURSEMENTS	.00		.00	1,000.00	`	1,000.00	.0
10-36-903	DIESEL SALES (FIRE, SCHOOL)	.00		12,522,12	10,000,00	(	2,522.12)	125.2
10-36-904	WILDLAND REVENUE	.00		.00	3,000.00	`	3.000.00	.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	52,000.00		416,000.00	624,000.00		208,000.00	66.7
10-36-915	COUNTY ANIMAL SHELTER REVENUE	.00		100.00	.00	(	100.00)	.0
10-36-950	RICO REVENUE(ASSET FORFEITURE)	.00		.00	20,000.00	•	20,000.00	.0
10-36-966	BUILDING LEASE RENT	.00		.00	15,000.00		15,000.00	.0
10-36-970	WF SAVINGS TRANSFER IN	.00		.00	67,000.00		67,000.00	.0
10-36-971	TOWER LEASE	.00		.00	1.00		1.00	.0
10-36-981	DUMP TRUCK RENTAL REVENUE	.00	(	60.00)	690,00		750.00	( 8.7)
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	52,091.00		485,490.26	866,142.00		380,651.74	56.1

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	_	UNEARNED	PCNT
	TOWN GRANTS						
10-37-165	DONATIONS - ANIMAL CONTROL	20.00	55.00	1,000.00		945.00	5.5
10-37-456	DONATIONS - LIBRARY	.00	3,884.00	3,000.00	(	884.00)	129.5
10-37-457	LIBRARY GRANT	.00	21,534.76	50,000.00		28,465.24	43.1
10-37-458	SENIOR CENTER GRANT	.00	.00	25,000.00		25,000.00	.0
10-37-459	SUMMER SPLASH DONATION	.00	700.00	5,000.00		4,300.00	14.0
10-37-467	POLICE DONATIONS	.00	500.00	5,000.00		4,500.00	10.0
10-37-480	SUMMER SPLASH GRANT	.00.	.00	5,000.00		5,000.00	.0
10-37-906	GRANTS - POLICE AZDOHS	.00	.00	13,000.00		13,000.00	.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	( 46.56)	100,000.00		100,046.56	( .1)
10-37-920	GENERAL ADMIN GRANT	.00.	.00	50,000.00		50,000.00	.0
10-37-921	POLICE GRANT	.00.	2,138.15	20,000.00		17,861.85	10.7
10-37-925	MISC GRANTS	.00	.00	150,000.00		150,000.00	.0
10-37-963	E-RATE	.00	.00	25,000.00		25,000.00	.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	25,000.00		25,000.00	.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
10-37-970	BACK TO SCHOOL DONATIONS	.00.	3,800.00	2,000.00	(	1,800.00)	190.0
	TOTAL TOWN GRANTS	20.00	32,565.35	2,844,000.00		2,811,434.65	1.2
	TOTAL FUND REVENUE	201,305.10	1,505,601.01	4,881,302.00	,	3,375,700.99	30.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNE	XPENDED	PCNT
	COUNCIL						
10-42-100	PERSONNEL SERVICES						
10-42-130		900.00	7,200.00	10,800.00		3,600.00	66.7
10-42-130		71.03	568.24	930.00		361.76	61.1
10-42-250		7,002.50	26,135.00	45,000.00		18,865.00	58.1
10-42-290		.00	.00	500.00		500.00	.0
10-42-530	0.000000, 2120	.00	69.21	200.00		130.79	34.6
10-42-640		129.36	161.76	500.00		338.24	32.4
10-42-660	10.10	64.00	7,907.00	6,000.00	(	1,907.00)	131.8
10-42-670		.00	2,052.20	1,300.00	(	752.20)	157.9
10-42-070	BLDG LEASE PAYMENT	.00	52.71	.00	(	52.71)	.0
	TOTAL COUNCIL	8,166.89	44,146.12	65,230.00		21,083.88	67.7
	GENERAL ADMINISTRATION						
10-43-100	PERSONNEL SERVICES	11,147.09	04.010.45	146 740 00		E0 700 FF	04.4
10-43-102	NEW HIRE	69.00	94,019.45	146,740.00		52,720.55	64.1
10-43-105		.00	552.00	1,000.00		448.00	55.2
10-43-122	MISCELLANEOUS	.00.	78.90	250.00	,	171.10	31.6
10-43-130		1,619.37	278.34 13,625.05	.00	(	278.34)	.0
10-43-250	ADVERTISING	.00		49,315.00		35,689.95	27.6
10-43-271	TELEPHONE	389.32	2,561.93	3,000.00		438.07	85.4
10-43-280	INSURANCE	34.45	3,529.37 835.53	5,000.00		1,470.63	70.6
10-43-290	OFFICE SUPPLIES	280.75	3,736.00	55,000.00		54,164.47	1.5
10-43-300	PRINTING	24.50	· ·	6,000.00		2,264.00	62.3
10-43-340	UTILITIES	718.20	254.12	1,000.00		745.88	25.4
10-43-360	CONTRACT LABOR	100.74	6,947.23 799.28	8,500.00		1,552.77	81.7
10-43-440	POSTAGE	26.99	740.29	1,800.00		1,000.72	44.4
10-43-470	VEHICLE EXPENSE	.00	546.94	2,000.00		1,259.71	37.0
10-43-475	FUEL EXPENSE	.00	1,314.41	600.00	,	53.06	91.2
10-43-480	COMPUTER EXPENSE	780.00	6,440.00	600.00	(	714.41)	219.1
10-43-500	BUILDING MAINTENANCE	00.00	68.50	12,000.00	,	5,560.00	53.7
10-43-610	EQUIPMENT MAINTENANCE	.00	.00	.00	(	68.50)	.0
10-43-640	MEMBERSHIP	5,194.00	5,639.00	250.00	,	250.00	.0
10-43-650	AUDIT	1,625.00		1,000.00	(	4,639.00)	563.9
10-43-660	TRAVEL AND TRAINING	485.20	19,425.00 1,327.81	37,000.00		17,575.00	52.5
10-43-690	ELECTION SUPPLIES	.00	.00	4,000.00 100.00		2,672.19	33.2
10-43-703	CODIFYING/DIGITIZING	.00				100.00	.0
10-43-704		.00	923.75	2,100.00		1,176.25	44.0
10-43-705	DEBT:CAP LEASE EXP (830 AZ ST)	8,481.50	.00	50,000.00		50,000.00	.0
10-43-840	CAPITAL OUTLAY - EQUIPMENT	167.60	8,481.50	34,000.00	,	25,518.50	25.0
10-43-841	CAPITAL OUTLAY - PROJECTS	.00	2,359.97	1,200.00	(	1,159.97)	196.7
10-43-850	DEBT: HURF REPAYMENT	.00	.00 .00	17,000.00 3,000.00		17,000.00 3,000.00	.0 .0
	TOTAL GENERAL ADMINISTRATION	31,143.71	174,484.37	442,455.00		267,970.63	39.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	,					
	MAGISTRATE					
10-45-100	PERSONNEL SERVICES	1,616.00	14,150.10	22,048.00	7,897.90	64.2
10-45-105	OVERTIME	.00	.00	250.00	250.00	.0
10-45-120	PROSECUTION FEES	759.00	6,281.00	6,300.00	19.00	99.7
10-45-130	EMPLOYEE BENEFITS	644,23	5,437.07	9,000.00	3,562.93	60.4
10-45-221	COURT APPT ATTORNEYS	390.00	4,075.00	5,000.00	925.00	81.5
10-45-250	CONTRACT LABOR-PRO TEM	.00	530.00	1,000.00	470.00	53.0
10-45-290	OFFICE SUPPLIES	.00.	86.44	400.00	313.56	21.6
10-45-360	CONTRACT LABOR-JUDGE	1,200.00	9,000.00	14,400.00	5,400.00	62.5
10-45-361	CONTRACT LABOR - SECURITY	82.50	1,432.50	5,000.00	3,567.50	28.7
10-45-480	COMPUTER EXPENSE	.00.	1,181.79	2,750.00	1,568.21	43.0
10-45-650	AUDIT	.00.	.00.	1.00	1.00	.0
10-45-660	TRAVEL/TRAINING	.00.	324.64	2,000.00	1,675.36	16.2
10-45-810	JAIL FEES	379.97	2,288.33	2,000.00	( 288.33)	114.4
	TOTAL MAGISTRATE	5,071.70	44,786.87	70,149.00	25,362.13	63.9
	<u>π</u>					
10-48-210	SUBSCRIPTIONS	45.39	20,095.81	36,765.00	16,669.19	54.7
10-48-275	CELL PHONE	1,392.13	10,016.70	19,680.00	9,663.30	50.9
10-48-804	SOFTWARE LICENSING	.00	.00	100.00	100.00	.0
10-48-840	CAPITAL OUTLAY	.00	6,051.84	7,750.00	1,698.16	78.1
	TOTAL IT	1,437.52	36,164.35	64,295.00	28,130.65	56.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
10-51-100	PERSONNEL SERVICES	21,664.77	196,820.62	313,000.00	116 170 20	60.0
10-51-105	OVERTIME	1,739.48	8,493.38	13,000.00	116,179.38 4,506.62	62.9 65.3
10-51-107	STAND BY	.00	.00	5,980.00	5,980.00	
10-51-110	UNIFORM EXPENSE	200.00	1,800.00	4,000.00	2,200.00	.0 45.0
10-51-130	EMPLOYEE BENEFITS	6,178.56	53,998.93	80,000.00	26,001.07	45.0 67.5
10-51-135	PUBLIC SAFETY RETIREMENT	4,300.28	38,503.65	64,800.00	26,296.35	59.4
	SEACOM/CCSO CONTRACT	.00	61,462.50	81,950.00	20,487.50	75.0
10-51-230		46.46	378.32	1,500.00	1,121.68	75.0 25.2
10-51-271	TELEPHONE	156.97	1,694.39	4,000.00	2,305.61	25.2 42.4
10-51-290	OFFICE SUPPLIES	141.39	888.89	1,000.00	111.11	88.9
10-51-295	PRINTING EXPENSE	54.93	307.50	1,000.00	692.50	
10-51-340		325.48	1,699.71	4,000.00	2,300.29	30.8 42.5
10-51-460	MAINTENANCE AND SUPPLIES	358.71	926.01	3,000.00	2,073.99	30.9
10-51-462	PEST CONTROL	48.33	330.33	500.00		
10-51-463	MEDICINE/VACCINE	.00	217.80	2,000.00	169.67 1,782.20	66.1
	WEAPONS AND AMMUNITION	.00	.00	2,000.00		10.9
10-51-467		.00	.00	4,000.00	2,000.00 4,000.00	.0 .0
10-51-470	VEHICLE EXPENSE	651.70	10,145.79	6,000.00		
10-51-475	POLICE FUEL EXPENSE	.00	8,228.31	13,400.00	( 4,145.79) 5,171.69	169.1
	COMPUTER EXPENSE	295.00	295.00	300.00	5.00	61.4
10-51-505	VEHICLE IMPOUND FEE	.00	1,326.75	5,000.00	3.673.25	98.3 26.5
10-51-510	IMPOUND ADMIN		( 1,500.00)	.00	1,500.00	.0
10-51-620	EQUIP REPAIR AND MAINTENANCE	154.96	879.78	2,000.00	1,120.22	
10-51-640	MEMBERSHIP	.00	25.00	400.00	375.00	44.0 6.3
10-51-660	TRAVEL AND TRAINING	200.00	2,021.60	5,000.00	2,978.40	40.4
	COMMUNITY RELATIONS	.00	45,38	1,300.00	1,254.62	3.5
10-51-705	CAPITAL LEASE	67.87	929.81	100.00	( 829.81)	929.8
10-51-840	POLICE CAPITAL OUTLAY	.00	.00	100.00	100.00	
10-51-841	VEHICLE LEASE	.00	26,994.10	26,994.00		.0 100.0
10-51-850	NEW EQUIPMENT	.00	.00	1,000.00	( .10) 1,000.00	.0
10-51-856	BODY WORN CAMERA PROGRAM	.00	3,403.57	4,000.00	596.43	.u 85.1
10-51-857	ASSET FORFEITURE EXPENSES	.00	.00	2,372.00	2,372.00	.0
	TOTAL POLICE	36,434.89	420,317.12	653,696.00	233,378.88	64.3
	FIRE					
	UTILITIES	1,127.15	6,928.93	6,000.00	( 928.93)	115.5
10-53-360	CONTRACTED PERSONNEL SERVICES	48.33	205,048.33	410,000.00	204,951.67	50.0
10-53-366	INSURANCE	.00	4,496.32	1,000.00	( 3,496.32)	449.6
10-53-470	VEHICLE EXPENSE	.00.	1,623.82		( 623.82)	162.4
	TOTAL FIRE	1,175.48	218,097.40	418,000.00	199,902.60	52.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BUILDING REGULATION					
10-54-360		4,100.00	29,400.00	55,000.00	25,600.00	53.5
10-54-472		348.00	348.00	400.00	52.00	87.0
10-54-760		.00	.00	600.00	600.00	.0
10-54-801	ABATEMENT	.00	4,130.01	8,000.00	3,869.99	51.6 ———
	TOTAL BUILDING REGULATION	4,448.00	33,878.01	64,000.00	30,121.99	52.9
	PUBLIC WORKS					
10-57-100	PERSONNEL SERVICES	9,946.60	33,595.17	16,149.00	( 17,446.17)	208.0
10-57-105	OVERTIME	.00	138.94	600.00	461.06	23.2
10-57-110	UNIFORM EXPENSE	32.52	268.06	200.00	( 68.06)	134.0
10-57-130	EMPLOYEE BENEFITS	3,606.42	10,722.02	8,500.00	( 2,222.02)	126.1
10-57-280	INSURANCE	.00	99.12	.00	( 99.12)	.0
10-57-340	UTILITIES	6.00	10,090.66	35,000.00	24,909.34	28.8
10-57-360	CONTRACT LABOR	60.44	961.09	1,000.00	38.91	96.1
10-57-460	MAINTENANCE AND SUPPLIES	.00	897.81	500.00	( 397.81)	179.6
10-57-470	VEHICLE REPAIR/MAINT	.00	1,059.19	3,000.00	1,940.81	35.3
10-57-475	FUEL EXPENSE	.00	4,511.57	2,000.00	( 2,511.57)	225:6
10-57-500	BUILDING MAINTENANCE	846.89	11,839.52	10,000.00	( 1,839.52)	118.4
10-57-540	SMALL TOOLS	.00	758.13	2,000.00	1,241.87	37.9
10-57-610	EQUIPMENT MAINTENANCE	.00	2,800.66	5,000.00	2,199.34	56.0
	TOTAL PUBLIC WORKS	14,498.87	77,741.94	83,949.00	6,207.06	92.6
	CITY POOL					
10-58-100	PERSONNEL SERVICES	.00	7,073.65	12,000.00	4,926.35	59.0
10-58-130	EMPLOYEE BENEFITS	.00	643,71	1,200.00	556.29	53.6
	UTILITIES	578.78	4,124.07	5,000.00	875.93	82.5
	MAINTENANCE AND SUPPLIES	.00	1,837.73	1,500.00	( 337.73)	122.5
	CERTIFYING	.00	200.00	500.00	300.00	40.0
	TOTAL CITY POOL	578.78	13,879.16	20,200.00	6,320.84	68.7
	SUMMER SPLASH					
10-59-100	PERSONNEL SERVICES	.00	2,402.67	5,000.00	2,597.33	48.1
10-59-130	EMPLOYEE BENEFITS	.00	239.77	300.00	60.23	79.9
10-59-460	SUPPLIES	.00.	.00	300.00	300.00	.0
	TOTAL SUMMER SPLASH	.00.	2,642.44	5,600.00	2,957.56	47.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UN	EXPENDED	PCNT
	PARKS & RECREATION						
10-60-340		231.02	878.26	.00	(	878.26)	.0
10-60-460		.00	2,585.32	1,460.00	(	1,125.32)	177.1
10-60-530		.00	1,026.48	9,000.00		7,973.52	11.4
10-60-704		.00	282.76	800.00		517.24	35.4
10-60-706	COMMUNITY CENTER	.00	532.29	800.00		267.71	66.5
	TOTAL PARKS & RECREATION	231.02	5,305.11	12,060.00		6,754.89	44.0
	LIBRARY AND COMMUNITY SERVICES						
10-62-100	PERSONNEL SERVICES	0.400.70	F0 404 50				
10-62-105	OVERTIME	6,496.78	58,191.58	81,133.00		22,941.42	71.7
10-62-130		.00	.00	100.00	,	100.00	.0
10-62-271	TELEPHONE	1,653.59	15,875.50	14,810.00	(	1,065.50)	107.2
10-62-280	INSURANCE	121.23	1,226.22	1,575.00	,	348.78	77.9
10-62-290	OFFICE SUPPLIES	.00	198.22	.00	(	198.22)	.0
	PRINTING	.00 45.83	1,034.75	2,500.00	,	1,465.25	41.4
10-62-340	UTILITIES	45.63 377.42	207.82	.00	(	207.82)	.0
10-62-366	INMATE/JANITORIAL	380.64	6,031.34	7,420.00		1,388.66	81.3
10-62-460	MAINTENANCE AND SUPPLIES	.00	1,193.01	1,300.00		106.99	91.8
	PEST CONTROL	50.00	.00 291,00	100.00 600.00		100.00	.0
10-62-476		.00	30.93			309.00	48.5
	COMPUTER EXPENSE	.00	.00	80.00		49.07	38.7
10-62-481	INTERNET	1,490.80	.00 11,928.92	1,500.00	,	1,500.00	.0
10-62-620	VEHICLE REPAIR & MAINT	.00	.00	3,800.00 300.00	(	8,128.92)	313.9
10-62-640	MEMBERSHIP	.00	65.00			300.00	.0
	TRAVEL AND TRAINING	.00		100.00		35.00	65.0
	E-RATE	.00	320.00	500.00		180.00	64.0
10-62-703	COMMUNITY RELATIONS		.00	9,000.00		9,000.00	.0
	CAPITAL OUTLAY	.00 67.87	.00 577.76	200.00 3,700.00		200.00 3,122.24	.0 15.6
	TOTAL LIBRARY AND COMMUNITY SERVICES	10,684.16	97,172.05	128,718.00		31,545.95	75.5
	CITY BUS	·	-	-			<del></del>
40.00							
	INSURANCE	.00	.00	700.00		700.00	.0
	VEHICLE EXPENSE	.00	1,757.76	.00	(	1,757.76)	.0
	FUEL EXPENSE	.00	307.39	.00	(	307.39)	.0
10-65-480	BUS LINE EXP	.00	740.21	2,000.00		1,259.79	37.0
	TOTAL CITY BUS	.00	2,805.36	2,700.00	(	105.36)	103.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UN	IEXPENDED	PCNT
	OCNIOD OFNITED						
	SENIOR CENTER						
10-68-290	SUPPLIES	289.23	488.54	1,650.00		1,161.46	29.6
10-68-340		226.12	2,204,90	3,000.00		795.10	73.5
10-68-462		.00	.00	600.00		600,00	.0
10-68-463		.00	.00	1,000.00		1,000.00	.0
	TOTAL SENIOR CENTER	515.35	2,693.44	6,250.00		3,556.56	43.1
	TOWN GRANTS						
10-69-800	DONATIONS - ANIMAL CONTROL	.00	.00	1,000.00		1,000.00	.0
10-69-802	LIBRARY DONATIONS EXP	.00.	943.77	3,000.00		2,056.23	31.5
10-69-803	IT GRANT EXP	.00	.00.	15,000.00		15,000.00	.0
10-69-804	MISC GRANT EXP	.00	.00	150,000.00		150,000.00	.0
10-69-805	BUILDING REGULATION EXP	.00.	.00	10,000.00		10,000.00	.0
10-69-806	LIBRARY GRANTS EXP	.00.	1,677.72	50,000.00		48,322.28	3.4
10-69-807	SENIOR CENTER GRANT EXP	.00	.00	25,000.00	•	25,000.00	.0
10-69-808	SUMMER SPLASH GRANT EXP	.00.	856.33	5,000.00		4,143.67	17.1
10-69-810	E-RATE GRANT EXP	1,216.04	6,642.33	25,000.00		18,357.67	26.6
10-69-813	CITY BUS GRANT EXP	.00	2,560.38	100,000.00		97,439.62	2.6
10-69-814	LANDFILL GRANT EXP	.00	.00.	25,000.00		25,000.00	.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
10-69-817	SUMMER SPLASH DONATION EXP	.00.	.00.	5,000.00		5,000.00	.0
10-69-818	POLICE DONATION EXP	.00.	.00	5,000.00		5,000.00	.0
10-69-819	GENERAL ADMIN GRANT EXP	.00	.00	50,000.00		50,000.00	.0
10-69-820	SEWER POND PROJECT EXP	.00.	.00	2,000,000.00		2,000,000.00	.0
10-69-845	POLICE GRANT EXP	.00	31,940.91	20,000.00	(	11,940.91)	159.7
10-69-846	AZDOHS GRANT EXPENDITURES	.00	.00	13,000.00		13,000.00	.0
10-69-847	AZGOHS GRANT EXPENDITURES	.00	13,416.11	50,000.00		36,583.89	26.8
10-69-849	BUS LINE EXP	896.88	4,957.56	.00.	(	4,957.56)	0,
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
10-69-857	BACK TO SCHOOL DONATIONS EXPEN	.00	3,492.30	2,000.00	(	1,492.30)	174.6
	TOTAL TOWN GRANTS	2,112.92	66,487.41	2,844,000.00		2,777,512.59	2.3
	TOTAL FUND EXPENDITURES	116,499.29	1,240,601.15	4,881,302.00		3,640,700.85	25,4
	NET REVENUE OVER EXPENDITURES	84,805.81	264,999.86	.00.	(	264,999.86)	.0

# POLICE - DHS GRANT - BP OT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
12-30-800	DHS GRANT BP O/T	.00	13,476.74	185,000.00	171,523.26	7.3
	TOTAL REVENUE	.00	13,476.74	185,000.00	171,523.26	7.3
	TOTAL FUND REVENUE	.00	13,476.74	185,000.00	171,523.26	7.3

### POLICE - DHS GRANT - BP OT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
12-40-130	EMPLOYEE BENEFITS	191.46	2,404.63	185,000.00	182,595.37	1.3
12-40-131	DUI TASK FORCE OVER TIME	.00.	540.08	.00	( 540.08)	.0
12-40-135	PUBLIC SAFETY RETIREMENT	294.34	2,762.05	.00	( 2,762.05)	.0
12-40-840	AUTHORIZED EXPENDITURES	1,116.57	10,711.63	.00	( 10,711.63)	.0
	TOTAL EXPENDITURES	1,602.37	16,418.39	185,000.00	168,581.61	8.9
	TOTAL FUND EXPENDITURES	1,602.37	16,418.39	185,000.00	168,581.61	8.9
	NET REVENUE OVER EXPENDITURES	( 1,602.37)	( 2,941.65)	.00.	2,941.65	.0

#### TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
20-30-200	FINES AND BAILS	14,396.33	91,069.89	174,000.00	82,930.11	52.3
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	14,396.33	91,069.89	174,300.00	83,230.11	52.3
	TOTAL FUND REVENUE	14,396.33	91,069.89	174,300.00	83,230.11	52.3

### TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
20-40-200	FINES AND BAILS	8,815.05	92,601.19	174,000.00	81,398.81	53.2
20-40-400	RESTITUTION	.00	.00	100.00	100.00	.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	8,815.05	92,601.19	174,300.00	81,698.81	53.1
	TOTAL FUND EXPENDITURES	8,815.05	92,601.19	174,300.00	81,698.81	53.1
	NET REVENUE OVER EXPENDITURES	5,581.28	( 1,531.30)	.00	1,531.30	.0

### **VOL FIREFIGHTER PENSION FUND**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
22-30-100	INTEREST REVENUE	.00	.41	600.00	599.59	1
	TOTAL REVENUE	.00	.41	600.00	599.59	.1
	TOTAL FUND REVENUE	.00	.41	600.00	599.59	.1

### 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	.41	.00	( .41)	.0

### ROAD USER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
23-30-300	GAS TAX REVENUES - HURF	13,877.88	110,351.51	150,677.00	40.325.49	73.2
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	13,877.88	110,351.51	167,777.00	57,425.49	65.8
	TOTAL FUND REVENUE	13,877.88	110,351.51	167,777.00	57,425.49	65.8

#### ROAD USER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ROAD USERS ADMIN					
23-40-340	UTILITIES	2,322.05	9,288.20	.00	( 9,288.20)	.0
23-40-460	MAINTENANCE AND SUPPLIES	.00	1,901.68	4,050.00	2,148.32	47.0
23-40-475	FUEL	161.81	1,516.11	1,080.00	( 436.11)	140.4
23-40-490	ROAD REPAIR	.00.	1,820.00	71,422.00	69,602.00	2.6
23-40-610	EQUIPMENT REPAIR	291.39	6,628.15	7,500.00	871.85	88.4
23-40-831	CAPITAL OUTLAY	.00.	.00.	83,725.00	83,725.00	.0
	TOTAL ROAD USERS ADMIN	2,775.25	21,154.14	167,777.00	146,622.86	12.6
	TOTAL FUND EXPENDITURES	2,775.25	21,154.14	167,777.00	146,622.86	12.6
	NET REVENUE OVER EXPENDITURES	11,102.63	89,197.37	.00	( 89,197.37)	.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

### GRANT OPPORTUNITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT REVENUE					
29-30-800	GRANT REVENUE CDBG	.00	120.00	498,736.00	498,616.00	.0
	TOTAL GRANT REVENUE	.00	120.00	498,736.00	498,616.00	.0
	TOTAL FUND REVENUE	.00	120.00	498,736.00	498,616.00	.0

### **GRANT OPPORTUNITY**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT EXPENDITURES					
29-40-840	AUTHORIZED EXPENDITURES	2,205.00	17,397.50	498,736.00	481,338.50	3.5
	TOTAL GRANT EXPENDITURES	2,205.00	17,397.50	498,736.00	481,338.50	3.5
	TOTAL FUND EXPENDITURES	2,205.00	17,397.50	498,736.00	481,338.50	3.5
	NET REVENUE OVER EXPENDITURES	( 2,205.00)	( 17,277.50)	.00	17,277.50	.0

#### EFFLUENT RECHARGE PROJ

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT REVENUE					
31-30-851	WIFA DISBURSEMENT	531,328.72	1,567,868.72	1,770,000.00	202,131.28	88.6
	TOTAL GRANT REVENUE	531,328.72	1,567,868.72	1,770,000.00	202,131.28	88.6
	TOTAL FUND REVENUE	531,328.72	1,567,868.72	1,770,000.00	202,131.28	88.6

#### **EFFLUENT RECHARGE PROJ**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT EXPENDITURES					
31-40-850	SEWER CLOSURE CONSTRUCTION	.00	1,027,785.47	1,770,000.00	742,214.53	58.1
	TOTAL GRANT EXPENDITURES	.00.	1,027,785.47	1,770,000.00	742,214.53	58.1
	TOTAL FUND EXPENDITURES	.00	1,027,785.47	1,770,000.00	742,214.53	58.1
	NET REVENUE OVER EXPENDITURES	531,328.72	540,083.25	.00.	( 540,083.25)	.0

#### WATER FUND

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	UNEXPENDED		PCNT
	REVENUE							
51-30-200	WATER SALES		5,880.37	219,142.67	388,000.00	168,8	57 33	56.5
51-30-202	RC: RECONNECT FEE		.00	.00	1,000.00		00.00	.0
51-30-203	WTO: WATER TURN ON FEE		.00	720.00	.00	•	20.00)	.0
51-30-300	CONNECTION FEES		30.00	930.00	1,300.00	•	70.00	71.5
51-30-400	PENALTIES & FORFEITURES	(	8.34)	4.052.00	6,000.00		\$8.00	67.5
51-30-900	MISCELLANEOUS	•	105.00	725.16	.00		(5,16)	.0
51-30-950	WF SAVINGS TRANSFERS IN		.00	.00	5,000.00	•	00.00	.0
	TOTAL REVENUE		6,007.03	225,569.83	401,300.00	175,73	30.17	56.2
	TOTAL FUND REVENUE		6,007.03	225,569.83	401,300.00	175,73	0.17	56.2

#### WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER EXPENDITURES					
	-					
51-40-100	PERSONNEL SERVICES	4,212.70	57,341.96	102,813.00	45,471.04	55.8
51-40-105	OVERTIME	.00	1,075.24	4,000.00	2,924.76	26.9
51-40-107	STAND BY TIME	.00	.00	3,510.00	3,510.00	.0
51-40-110	UNIFORM EXPENSE	146.24	1,227.93	2,400.00	1,172.07	51.2
51-40-130	EMPLOYEE BENEFITS	1,020.99	17,064.13	30,000.00	12,935.87	56.9
51-40-280	INSURANCE	.00	198.24	2,000.00	1,801.76	9.9
51-40-290	OFFICE SUPPLIES	.00.	1,236.75	2,000.00	763.25	61.8
51-40-300	PRINTING	171.52	565.25	.00	( 565.25)	.0
51-40-340	UTILITIES	2,931.85	25,874.42	47,000.00	21,125.58	55.1
51-40-360	CONTRACT LABOR	159.30	4,583.33	10,000.00	5,416.67	45.8
51-40-370	SALES TAX	.00.	.00	30,000.00	30,000.00	.0
51-40-440	POSTAGE	.00.	1,186.04	3,000.00	1,813.96	39.5
51-40-460	MAINTENANCE & SUPPLIES	155.20	8,275.85	20,000.00	11,724.15	41,4
51-40-470	VEHICLE EXPENSE	568.62	7,862.14	11,000.00	3,137.86	71.5
51-40-472	METER REPLACEMENT	418.75	5,733.82	14,477.00	8,743.18	39.6
51-40-475	FUEL EXPENSE	323.62	5,013.10	10,000.00	4,986.90	50.1
51-40-476	DIESEL FUEL	.00	.00	4,000.00	4,000.00	.0
51-40-480	COMPUTER EXPENSE	.00	.00	100.00	100.00	.0
51-40-510	WATER TESTS	60.00	724.82	7,500.00	6,775.18	9.7
51-40-610	EQUIPMENT MAINTENANCE	5;350.40	11,679.72	21,000.00	9,320.28	55.6
51-40-640	MEMBERSHIP	1,000.00	1,000.00	.00.	( 1,000.00)	.0
51-40-650	PROFESSIONAL SERVICES	3,498.75	26,248.08	40,000.00	13,751.92	65.6
51-40-660	TRAVEL	.00	.00	1,000.00	1,000.00	.0
51-40-840	WATER CAPITAL OUTLAY	.00	49,011.46	35,000.00	( 14,011.46)	140.0
51-40-900	BAD DEBT EXPENSE	.00.	.00	500,00	500.00	.0
	TOTAL WATER EXPENDITURES	20,017.94	225,902.28	401,300.00	175,397.72	56.3
	TOTAL FUND EXPENDITURES	20,017.94	225,902.28	401,300.00	175,397.72	56,3
1	NET REVENUE OVER EXPENDITURES	( 14,010.91)	( 332.45)	.00	332.45	.0

#### SEWER FUND

		PERIOD ACTUAL	HOD ACTUAL YTD ACTUAL		UNEXPENDED	PCNT
	REVENUE					
52-30-100	INTEREST EARNINGS	.00	.00	200.00	200.00	.0
52-30-200	SEWER SERVICES	22,516.20	174,120.21	254,000.00	79,879.79	68.6
52-30-300	CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
52-30-950	WF SAVINGS TRANSFERS IN	.00	.00.	11,077.00	11,077.00	.0
	TOTAL REVENUE	22,516.20	174,120.21	266,277.00	92,156.79	65.4
	TOTAL FUND REVENUE	22,516.20	174,120.21	266,277.00	92,156.79	65.4

#### SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
•	SEWER EXPENDITURES					
52-40-100	PERSONNEL SERVICES	2,168.56	44,466.40	85,115.00	40,648.60	52.2
52-40-105	OVERTIME	.00	625.22	800.00	174.78	78.2
52-40-107	STAND BY TIME	.00	.00	3,510.00	3,510.00	.0
52-40-110	UNIFORM EXPENSE	.00	1,081.72	1,000.00	( 81.72)	108.2
52-40-130	EMPLOYEE BENEFITS	463.66	13,665.60	32,000.00	18,334.40	42.7
52-40-280	INSURANCE	.00	99.12	2,000.00	1,900.88	5.0
52-40-340	UTILITIES	607.62	4,474.87	7,500.00	3,025.13	59.7
52-40-360	CONTRACT LABOR	672.00	4,995.02	7,500.00	2,504.98	66.6
52-40-440	POSTAGE	.00	.00	1,500.00	1,500.00	.0
52-40-460	MAINTENANCE AND SUPPLIES	321.51	1,060.06	11,000.00	9,939.94	9.6
52-40-470	VEHICLE EXPENSE	.00	1,027.70	3,000.00	1,972.30	34.3
52-40-475	FUEL	161.80	2,356.41	10,000.00	7,643.59	23.6
52-40-480	COMPUTER EXPENSE	.00	.00	100.00	100.00	.0
52-40-516	ADEQ FEES	.00	2,988.00	4,000.00	1,012.00	74.7
52-40-610	EQUIPMENT MAINTENANCE	.00	247.48	7,500.00	7,252.52	3.3
52-40-630	SEWER CHEMICALS	217.50	435.00	1,100.00	665.00	39.6
52-40-650	PROFESSIONAL SERVICES	406.25	4,936.75	12,000.00	7,063.25	41:1
52-40-702	SEWAGE POND COMPLIANCE	.00	3,677.50	4,000.00	322.50	91.9
52-40-750	DEBT SERVICE	.00	.00	10,952.00	10,952.00	.0
52-40-900	BAD DEBT EXPENSE	.00	.00	500.00	500.00	.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	57,700.00	57,700.00	.0
	TOTAL SEWER EXPENDITURES	5,018.90	86,136.85	266,277.00	180,140.15	32.4
	TOTAL FUND EXPENDITURES	5,018.90	86,136.85	266,277.00	180,140.15	32.4
	NET REVENUE OVER EXPENDITURES	17,497.30	87,983.36	.00	( 87,983.36)	.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	12,499.12	99,044.25	147,175.00	48,130.75	67.3
	TOTAL REVENUE	12,499.12	99,044.25	147,375.00	48,330.75	67.2
	TOTAL FUND REVENUE	12,499.12	99,044.25	147,375.00	48,330.75	67.2

#### GARBAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GARBAGE EXPENDITURES					
54-40-360	CONTRACT LABOR	12,100.72	96,927.51	132,000.00	35,072.49	73.4
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	398.40	2,116.74	14,375.00	12,258.26	14.7
	TOTAL GARBAGE EXPENDITURES	12,499.12	99,044.25	147,375.00	48,330.75	67.2
	TOTAL FUND EXPENDITURES	12,499.12	99,044.25	147,375.00	48,330.75	67.2
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00.	.0

#### 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	92,997.19	882,948.87	1,318,271.00	435,322.13	67.0
55-30-201	LATE PENALTIES	.00	.00	500.00	500.00	.0
55-30-205	MISC.REVENUE	.00	140.00	800.00	660.00	17.5
55-30-210	TIPPING FEES	13,463.20	106,739.46	142,500.00	35,760.54	74.9
55-30-930	CONTINGENCY	.00	.00	50,000.00	50,000.00	.0
	TOTAL REVENUE	106,460.39	989,828.33	1,512,571.00	522,742.67	65.4
	SOURCE 36					
55-36-400	SALE OF FIXED ASSETS	.00	.00	50,000.00	50,000.00	.0
	TOTAL SOURCE 36	.00	.00	50,000.00	50,000.00	.0
	TOTAL FUND REVENUE	106,460.39	989,828.33	1,562,571.00	572,742.67	63.4

#### LANDFILL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED		PCNT
	LANGER SYPENDIZIDES						
	LANDFILL EXPENDITURES						
55-40-100	PERSONNEL SERVICES	15,691.10	145,827.77	220,000.00		74,172.23	66.3
55-40-101		195.00	195.00	.00	(	195.00)	.0
55-40-105	OVERTIME	1,140.83	6,046.98	16,000.00	`	9,953.02	37.8
55-40-110	UNIFORM EXPENSE	.00	4,020.31	6,000.00		1,979,69	67.0
55-40-130	EMPLOYEE BENEFITS	3,629.81	36,571.78	80,000.00		43,428.22	45.7
55-40-265	BANK COSTS/FEES	4,755.78	24,585.77	38,000.00		13,414.23	64.7
55-40-280	INSURANCE	.00	594.71	6,000.00		5,405.29	9.9
55-40-290	OFFICE SUPPLIES	.00	646.32	600.00	(	46.32)	107.7
55-40-300	PRINTING	49.00	162.26	.00	ì	162.26)	.0
55-40-337	PROPERTY LEASE	52,000.00	416,000,00	624,000,00	`	208,000.00	66.7
55-40-338	LF FINANCIAL ASSURANCE	.00	40,000.00	40,000.00		.00	100.0
55-40-340	UTILITIES	911.20	6,231.14	10,000.00		3,768.86	62,3
55-40-350	SAFETY EQUIPMENT	.00	55.57	1,500.00		1,444.43	3.7
55-40-360	CONTRACT LABOR	2,044.13	12,383.07	25,000.00		12,616.93	49.5
55-40-440	POSTAGE	.00	178.96	500.00		321.04	35.8
55-40-460	MAINTENANCE & SUPPLIES	3,506,02	20,257.37	50,000.00		29,742.63	40.5
55-40-470	VEHICLE EXPENSE	.00	1,215.43	5,000.00		3,784.57	24.3
55-40-475	FUEL EXPENSE	5,825.06	72,996.51	72,500.00	(	496.51)	100.7
55-40-480	COMPUTER EXPENSE	.00	356.79	1,500.00	`	1,143.21	23.8
55-40-515	ENGINEERING SERVICES	.00	3,190.00	1,000.00	(	2,190.00)	319.0
55-40-516	ADEQ FEES	.00	7,938.75	15,000.00	`	7,061.25	52.9
55-40-610	EQUIPMENT MAINTENANCE	946,10	97,135.36	54,000.00	(	43,135.36)	179.9
55-40-650	PROFESSIONAL SERVICES/AUDIT	812.50	11,845.50	22,000.00	`	10,154.50	53.8
55-40-660	TRAVEL - TRAVEL/TRAINING	.00	1,980.25	2,900.00		919.75	68.3
55-40-705	CAPITAL LEASE	6,764.69	47,352.83	81,180.00		33,827.17	58.3
55-40-710	CAPITAL EQUIPMENT	.00	.00	70,000.00		70,000.00	.0
55-40-840	LANDFILL CAPITAL OUTLAY	.00	.00	63,891.00		63,891.00	.0
55-40-846	CONTINGENCY EXP	.00	.00	50,000.00		50,000.00	.0
55-40-855	METHANE MONITORING	.00	3,993.45	6,000.00		2,006.55	66.6
	TOTAL LANDFILL EXPENDITURES	98,271.22	961,761.88	1,562,571.00		600,809.12	61.6
							<del></del>
•	TOTAL FUND EXPENDITURES	98,271.22	961,761.88	1,562,571.00		600,809.12	61.6
ĺ	NET REVENUE OVER EXPENDITURES	8,189.17	28,066.45	.00	(	28,066.45)	.0

#### HOLIDAY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
86-30-200	HOLIDAY FUND DONATION	.00	1,889.00	4,000.00	2,111.00	47.2
	TOTAL REVENUE	.00.	1,889.00	4,000.00	2,111.00	47.2
	TOTAL FUND REVENUE	.00	1,889.00	4,000.00	2,111.00	47.2

#### HOLIDAY FUND

		PERIO	OD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HOLIDAY FUND EXPENDITURES						
86-40-100	CHILDREN'S FUND GIFTS/FOOD	-	1,092.97	1,615.71	4,000.00	2,384.29	40.4
	TOTAL HOLIDAY FUND EXPENDITURES		1,092.97	1,615.71	4,000.00	2,384.29	40.4
	TOTAL FUND EXPENDITURES		1,092.97	1,615.71	4,000.00	2,384.29	40.4
	NET REVENUE OVER EXPENDITURES	(	1,092.97)	273.29	.00	( 273.29)	.0

#### AMERICAN RELIEF PROGRAM ACT

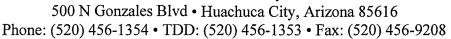
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 30					
88-30-200	ARPA FUNDS	.00.	289,894.76	289,894.76	.00	100.0
	TOTAL SOURCE 30	.00	289,894.76	289,894.76	.00	100.0
	TOTAL FUND REVENUE	.00	289,894.76	289,894.76	.00	100.0

#### AMERICAN RELIEF PROGRAM ACT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
		•				
88-40-100	AUTHORIZED EXPENDITURES	.00.	.00	289,894.76	289,894.76	.0
	TOTAL DEPARTMENT 40	.00.	.00	289,894.76	289,894.76	.0
	TOTAL FUND EXPENDITURES	.00	.00	289,894.76	289,894.76	.0
	NET REVENUE OVER EXPENDITURES	.00	289,894.76	.00	( 289,894.76)	.0



The Sunset City





Chief James L. Thies HC-1

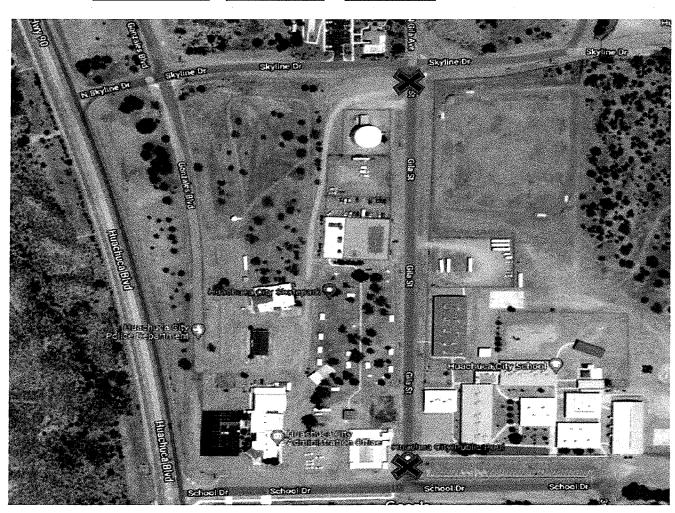
Huachuca City Police Department (HCPD) Dispatch: 520-803-3550

#### For Immediate Release on March 25, 2022:

Controlled access for parking on Gila (East side of Leffingwell Park)
Road Closures (Controlled Access) – April 9th, 2022, Lion's Club Car Show

The Huachuca City Police Department has announced the following road closures (Controlled Access): Gila Street from School Drive to Skyline Drive. Parking at the Huachuca City Elementary School is available. Gila Street will be closed on April 9th, 2022 from 9:00 am thru 1:00 pm.

#### \*DRIVE SAFELY\* \*IT MATTERS\* THANK YOU!





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. 2022-01**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE FRY FIRE DISTRICT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.

WHEREAS, Fry Fire District ["District"] currently maintains and equips a high quality fire department, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, ambulance transportation services, emergency hazardous substances response services and other services incidental to the protection of persons and property in its community ["Services"]; and

WHEREAS, the Town of Huachuca City ["Town"] is in need of such Services for the protection of persons and property within Town's corporate limits; and

WHEREAS, Town and District, through their respective Town Council and Fire District Governing Board, have determined that it is in the best interest of the public that each entity enter into an agreement by which District will provide Services within the Town; and

WHEREAS, the Town and the District have developed an intergovernmental agreement for the District to provide Services to the Town, which is attached hereto as Exhibit AA@ and incorporated herein by this reference; and

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

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

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

# PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 24th DAY OF March, 2022.

	Johann Wallace, Mayor
ATTEST:	Approved as to Form:
Brandye Thorpe, Town Clerk	Thomas Benavidez, Town Attorney
[Agreement with Fr	ry Fire District must be attached.]

#### INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF HUACHUCA CITY AND THE FRY FIRE DISTRICT FOR FIRE PROTECTION SERVICES

THIS INTERGOVERMENTAL AGREEMENT ("Agreement") is made and entered, effective as of April 1, 2022 ("Effective Date"), by and between the TOWN OF HUACHUCA CITY, An Arizona municipality located in Cochise County, and the FRY FIRE DISTRICT, a special taxing District located in Cochise County, either of which may be referred to in this Agreement as a "Party" and both may be referred to in this Agreement as "Parties".

#### **RECITALS:**

WHEREAS, Huachuca City has previously received emergency services from the Whetstone Fire District (WFD) and both WFD and the Fry Fire District (FFD) currently maintain and equip high quality fire departments, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, emergency hazardous substances response services and other services incidental to the protection of person and property in their respective communities; and

WHEREAS, Huachuca City and FFD have an extensive history of working in close harmony on matters of mutual concern, such as the provision of fire and emergency medical services that provide for the protection and improvement of the public health and safety of their communities; and

WHEREAS, Huachuca City and FFD could enjoy greater efficiencies and economies of scale, while preserving the high level of public service each Party currently provides its citizens, if FFD assumed primary responsibility for provision of fire suppression and certain other fire and emergency medical services in Huachuca City, as set forth in this Agreement; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by-A.R.S. § 11-952-, and charters for the respective entities; and

WHEREAS, Huachuca City and FFD, through their respective Town Council and Fire District Governing Board, have determined that it is in the best interest of the public that each entity enter into this Agreement by which FFD will provide fire suppression and certain other fire and emergency medical services in Huachuca City, subject to the terms, conditions and consideration set forth in this Agreement.

#### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual promises and covenants contained in this Agreement, Huachuca City and FFD agree as follows:

1. **PURPOSE**: The purpose of this Agreement is to set forth the responsibilities of Huachuca City and FFD with respect to the provision of fire suppression services and other fire-related services, including emergency medical services, as expressly provided for in this Agreement (collectively, the "**Fire Services**"), by the FFD within the jurisdictional boundaries of the Town of Huachuca City. Beyond the specified Fire Services, this Agreement describes, among other things, the Parties' obligations with respect to E-911 communications, personnel, property, fire stations use, and payment. This Agreement is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. By entering this Agreement, FFD does not assume, and shall not be responsible for, any financial or other liabilities that may currently exist as of the Effective Date of this Agreement, whether known or unknown, with respect to Huachuca City or the Whetstone Fire District.

#### 2. TERM & TERMINATION:

A. Term: This Agreement shall commence on the 1<sub>st</sub> day of April, 2022 (the "Effective **Date**"), and continue thereafter until the 30<sup>th</sup> day of June, 2025, unless earlier terminated as provided herein. This period of performance shall be referred to in this Agreement as the "Term".

B. Termination: In the event that a Party defaults or breaches, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement ("Default"), the Agreement shall terminate if the defaulting Party and fails to cure such Default within ninety (90) days following delivery of written notice from the other Party, in accordance with the notice paragraph of this Agreement. The written notice shall specify the Default and the date on which the right to terminate the Agreement may be exercised if such Default is not cured within the ninety (90) days cure period. If the Default is not cured within ninety (90) days or some other resolution is not reached prior to the termination date stated in the notice, or a consensus for any extension date is not reached, as either the resolution or the extension date are mutually agreed to by the Huachuca City Manager and the FFD Fire Chief in a signed writing, then this Agreement shall terminate in accordance with the terms and conditions of this Agreement. However, if the Default is a failure of Huachuca City to appropriate or make available funds or make a payment as prescribed in paragraph 11 below, the cure period shall be thirty (30) days from the date of written notice from FFD, unless the FFD Fire Chief agrees in writing to extend the deadline.

3. **FIRE SUPPRESSION**: Huachuca City and FFD agree that FFD will provide fire suppression services within the jurisdictional boundaries of the Town of Huachuca City as described herein during the Term of this Agreement. The level of fire suppression service will be equivalent to that provided to FFD residents and shall be substantially consistent with the standard of cover for the FFD. In accordance with FFD's standard of cover, FFD will staff the Huachuca City Fire Station from 0700-2100 hours each day. This staff will be responsible for responding the most appropriate unit to any given emergency call. In addition to fire suppression apparatus owned by Huachuca City, the FFD will also provide an advanced life support (ALS) ambulance registered with the Arizona Department of Health Services to support patient transports during the same period.

#### 4. FIRE PREVENTION:

4.1 Fire Prevention Services: FFD will remain responsible for fire prevention services within the jurisdictional boundaries of Huachuca City, including without limitation the

enforcement of Huachuca City's Building and Fire Codes, periodic fire safety inspections, and issuance of building permits and certificates of occupancy. Recognizing the importance of FFD being acquainted with structures in Huachuca City as well as fire prevention measures that would protect the lives of FFD firefighters, town residents and visitors, Huachuca City, through its Building Inspector, agrees to cooperate and coordinate with FFD with respect to fire prevention activities, and FFD will be notified and afforded the opportunity to participate in fire prevention activities, including regular building and occupancy inspections as well as visits to develop and maintain pre-fire incident response plans. FFD will conduct fire inspections of businesses in accordance with Huachuca City Town Code and copies of those inspections will be provided to the Huachuca City Town Clerk.

- 4.2 Applicable Codes: Huachuca City and FFD agree that the international fire and building codes for Huachuca City and FFD should be compatible. FFD agrees to apply the International Building and Fire Codes as adopted by Huachuca City within the limits of the Town.
- 4.3 Arizona State Fire Marshal: If the Town desires additional fire prevention services, such as fire inspections for public schools, they may request delegation of fire prevention services provided by the Arizona State Fire Marshal's Office to the FFD Fire Marshal through a Letter of Appointment. The current Letter of Appointment for the FFD is effective through 2025.
- 5. **EMERGENCY MEDICAL SERVICES**: FFD shall arrange for emergency medical services to continue to be provided within the jurisdictional boundaries of Huachuca City, with Canyon Vista Medical Center as the primary destination hospital. The level of emergency medical services provided will include no less than one Paramedic and one EMT. Although other agencies may respond to assist with concurrent calls or large emergencies, FFD will remain the primary transport agency per Certificate of Necessity (CON) #18 issued by the State of Arizona.

#### 6. HUACHUCA CITY POLICE DEPARTMENT:

- 6.1 Arson and Fire Investigations: During the Term of this Agreement, FFD shall provide support with all "cause and origin" fire investigations in Huachuca City, consistent with its investigative practices and procedures within the FFD. FFD will work in conjunction with the Huachuca City Police Department ("HCPD") on all fire and / or arson investigations which involve or result from the commission of a criminal act in Huachuca City. HCPD will assist FFD in the conduct of such investigations; will be responsible for all criminal processes resulting from FFD Fire investigations with the County Attorney for Cochise County; and will support the coordination of such FFD Fire investigations, to the extent appropriate, with any other appropriate agencies.
- 6.2 Other Support: Subject to available resources and personnel and consistent with the policies and practices of FFD, FFD will coordinate with HCPD to provide the following assistance:

  Traffic control at accident scenes to which FFD has been dispatched
  Interagency training on local Active Shooter protocols
  Ongoing EMS training as appropriate
- 6.3 Communications: HCPD and FFD will cooperate in establishing a means of radio and other communication between the two departments.

#### 7. EMERGENCY NOTIFICATION AND DISPATCH SERVICES:

7.1 SEACOM: Huachuca City will provide for dispatch services for all emergency 9-1-1 ("E-911") calls to be coordinated through the Southeast Arizona Communications Center (SEACOM). FFD will coordinate with partner agencies and SEACOM to ensure appropriate response and communication plans are developed and implemented to ensure appropriate emergency response resources are appropriately coordinated and dispatched. FFD will also work with partner agencies to develop and adopt appropriate Standard Operating Procedures.

7.2 Fire Station Alerting: Huachuca City agrees to support the proposed regional Fire Station Alerting project funded under the American Rescue Plan Act through Cochise County and the City of Sierra Vista or their agents. This project provides safe station alerting systems to support emergency operations. Maintenance funding is anticipated to become a fiscal obligation of the Town of Huachuca City beginning in 2027.

#### 8. WHETSTONE FIRE DISTRICT PERSONNEL:

Lateral Appointment: WFD personnel, who accept offers tendered by FFD's Fire Chief, shall become personnel of FFD and shall operate under the direction and control of FFD. Depending on qualifications and experience, such personnel may receive lateral appointment to FFD at either the Lieutenant or Firefighter ranks and will be paid at the applicable salary and benefits as defined by the FFD Pay Scale.

#### 9. ROLLING STOCK; FURNITURE, FIXTURES & EQUIPMENT; APPARATUS:

9.1 Fire apparatus: The Town of Huachuca City hereby agrees to maintain title and insurance for, and convey to FFD the unencumbered use of the apparatus currently owned by the Town of Huachuca City, as listed below:

2013 Ford-550 Type 6 Engine 2008 Ferrara Intruder Type 1 Engine 2004 Spartan Gladiator Classic Type 1 Engine Yamaha Rhino 660 Special Edition Flatbed (4) Wheel Trailer (for Rhino)

- 9.1.1 Repairs: To the extent repairs can be appropriately conducted by FFD personnel, such labor will be provided by the FFD at no cost to the Town of Huachuca City. Estimates for the reasonable costs of replacement parts and / or repairs that cannot reasonably be conducted by FFD staff will be provided to the Town Manager for approval prior to being completed. Costs for replacement parts and / or supplies will be borne by the Town of Huachuca City.
- 9.2 Furniture, Fixtures & Equipment: The Town of Huachuca City hereby grants and conveys to FFD the unencumbered usage of all of the furniture, fixtures and fire or EMS-related equipment located in its fire station, or otherwise stored by the Town of Huachuca City. FFD will provide a detailed list of all of the fire and EMS-related equipment owned by the Town of Huachuca City, or loaned to the Town by FFD for emergency use, within 60 days of the Effective Date of this Agreement. This inventory will be updated at least annually.

- 9.3 Conveyance & Ownership: This Agreement transfers no interest in title to either the rolling stock, furniture, fixtures or equipment owned by the Town of Huachuca City. The Town shall remain responsible for the maintenance, repair, and / or necessary replacement of said property. Any rolling stock and furniture, fixtures and equipment provided by or subsequently acquired by FFD for the purposes of performing FFD's obligations under this Agreement shall be and remain the property of and in the possession and control of FFD.
- 9.4 Apparatus: FFD reserves the right to provide apparatus and / or fire equipment different from those listed above. Initially, FFD will provide one (1) Ambulance at the Huachuca City Fire Station (502 N Gonzales Blvd.). During the Term of this Agreement, FFD shall have the right to replace such apparatus and / or other equipment at the Fire Station so long as the FFD Service Level is maintained as provided in paragraph 3 above.

#### 10. FIRE STATION FACILITIES:

- 10.1 License: Huachuca City shall provide FFD personnel with access to the fire station at 502 N. Gonzales Blvd. ("**Premises**") during the Term of this Agreement. Huachuca City will provide FFD with keys or pass cards with which to unlock all of the doors to the Premises.
- 10.2 Consideration: Access to and usage of the Premises shall be at no cost to FFD and is part of the consideration, in addition to the payments by Huachuca City specified in paragraph 11 below, for FFD's provision of Fire and Emergency Services under this Agreement.
- 10.3 Uses: The uses of the Premises by FFD shall be as fire station and administrative offices for FFD and for such other purposes appropriate for the performance of Fire and Emergency Services under this Agreement.
- 10.4 Utilities: Huachuca City shall furnish or cause to be furnished water, sewer, internet access, electricity and gas (the "Utilities") sufficient to meet FFD's needs at the premises. Utilities will be billed to and paid by the Town of Huachuca City.
- 10.5 Repairs and Maintenance; Cleaning and Occupant Finish: Huachuca City shall be responsible for assuring that the Premises are structurally sound and fully functional for the purposes and the performance of this Agreement, including the safe and comfortable use of the Premises by FFD firefighters. Huachuca City shall make, when needed and as reasonably requested by FFD, and pay for 100% of all replacements, repairs, maintenance and other services for the structural, mechanical, plumbing, electrical and utility systems for the Premises, as well as parking areas and sidewalks on the Premises. FFD shall arrange and pay for cleaning and custodial services on the Premises and any future internal occupant finish changes at the Premises which FFD determines are needed for the operation and use of the Premises by FFD and which Huachuca City approves.
- 10.6 Access & Security. Huachuca City and its authorized agents, employees, and contractors may enter the Premises at reasonable hours to inspect the Premises and to provide such structural, mechanical, plumbing, electrical and utility systems services for the Premises as specified in sub-paragraph 10.5; however, all work will be done as promptly as possible.

Notwithstanding the above, Huachuca City may enter the Premises at any time in response to an emergency at the Premises. During the time of entry by Huachuca City on the Premises, Huachuca City shall be responsible for providing for the security of the Premises and the personal property of FFD and its firefighters against unlawful entry by third parties and against unlawful activities by third parties on the Premises.

- 10.7 Sole Use. So long as the Agreement remains in effect, FFD's occupancy and use of the Premises will not be disturbed by Huachuca City or anyone claiming on behalf of or through Huachuca City except as expressly provided in this Agreement.
- 10.8 Expiration or Termination: This License shall remain in effect only as long as the Agreement is in effect. Upon expiration or termination of the Agreement, as provided in this Agreement, FFD shall remove all equipment, rolling stock, and other personal property it owns within thirty (30) days of said expiration or termination and shall vacate the Premises.
- 10.9 Minor Modifications: Huachuca City, by and through its Town Manager, and FFD, by and through its Fire Chief, may agree upon minor modifications to this Agreement, and to reduce said modifications to signed writings, provided said modifications (i) are acceptable in form to each Party's attorney, (ii) do not lengthen the Term, and (iii) impose no additional financial obligation or other liability upon either Party.

#### 11. PAYMENTS BY HUACHUCA CITY:

- 11.1 During the Term of this Agreement, Huachuca City shall annually appropriate and make available funds sufficient to make payments not less than quarterly to FFD as prescribed in this paragraph with the first payment due not later than June 30, 2022, for the quarter immediately preceding. Subsequent quarterly payments will accrue at the end of each quarter (October 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup>, and July 1<sup>st</sup>).
- 11.2 The five Quarterly payments from June 30, 2022 through July 1, 2023, shall be in the amount of \$95,780.25 unless adjusted to reflect payment of per diem personnel by Huachuca City.
- 11.3 In the event Huachuca City is able to hire personnel on a per diem basis to provide support with peak hours staffing, the quarterly payments due in paragraph 11.2 will be reduced by the amount paid by the Town to the per diem employees. Although the Town of Huachuca City will be the employer of record for per diem employees, they may be recruited, selected, trained, scheduled and supervised by FFD. Not later than the 7<sup>th</sup> day of each month, the FFD will forward a monthly report reflecting the hours worked by each of the Town's per diem employees during the prior month.
- 11.4 Absent extenuating circumstances, the total amount to be paid each year of the Term of this Agreement shall increase by no more than five percent (5%) if needed and agreed upon by both parties.
- 11.5 If payment is not received by the tenth day of the month the payments are due, interest shall accrue on the unpaid portion at a rate of 12% per annum.

- 11.6 Wildland Revenue: In the event the Town's fire apparatus is serviceable and may be reasonably incorporated into an 'out-of-district' wildland response that may be compensated by the Arizona Department of Forestry and Fire Management under a Cooperative Fire Rate Agreement, the Town expressly delegates authority to the FFD to execute such agreements as may be necessary to enroll with the Arizona Department of Forestry and Fire Management as a Cooperator. The Town understands that the FFD will be responsible for tracking all personnel and apparatus related expenses, and submitting appropriate invoices for reimbursement to the Town related to such fire assignments. Huachuca City will retain any revenues invoiced for their apparatus after appropriate ancillary costs, such as fuel and / or repairs and maintenance that are incurred during the deployment are deducted.
- 12. JOINT ADVISORY BOARD/DISPUTE RESOLUTION: The Parties may establish a joint advisory board for the purpose of serving as an advisor and liaison between the Town of Huachuca City and FFD. The joint advisory board shall consist of four members. Two of the members shall be appointed by Huachuca City and two of the members shall be appointed by FFD. The joint advisory board shall create an environment that encourages cooperation between Huachuca City and FFD in providing fire and emergency services and shall provide input and recommendations on policies and procedures to Huachuca City and FFD. In addition, the members shall act as a liaison to their respective city administrations and governing bodies. The joint advisory board may meet on such occasions as the Town Manager and the FFD Fire Chief mutually agree. Neither Huachuca City nor FFD may initiate litigation regarding any dispute arising under this Agreement without first attempting to resolve the dispute by referring it to the joint advisory board.
- 13. MUTUAL AID AGREEMENTS: FFD and Huachuca City are both parties, along with a variety of municipalities and fire districts in and near the County of Cochise area, to an Intergovernmental Agreement for Mutual Aid between Fire Departments executed by FFD on September 2015 (Cochise County) ("Mutual Aid Agreement"). FFD will continue to act in good faith in keeping with the Mutual Aid Agreement and any future amendment to the Mutual Aid Agreement or replacement mutual aid agreement executed by FFD.

#### 14. **OTHER**:

- 14.1 Public Relations: The fire service has a long tradition of community service through various public relations activities. FFD wishes to acknowledge and will participate in such traditions as the 4th of July, National Night Out, the holiday parade, and similar activities, in addition to other public health and safety related activities that may be scheduled periodically.
- 14.2 Fuel: FFD may purchase fuel for their ambulance at the Huachuca City Landfill for the cost of fuel (non-taxed). If FFD uses said fuel, Huachuca City may be permitted to take credit for fuel costs against their quarterly payments for service to the FFD for the purchased fuel.
- 14.3 Coordination; Reports: Coordination and administration of this Agreement shall be conducted by and between the FFD Fire Chief and the Huachuca City Manager. FFD shall provide the City Manager with quarterly written reports addressing performance under this Agreement.

FFD agrees to be available to meet with the City Manager at times that are mutually convenient for both parties.

14.4 Public Works: FFD will work closely with the Huachuca City Public Works Department to regularly inspect and test the Town's fire hydrants. This support may also include collecting geospatial data to share the locations of fire hydrants with first responders, and marking the location of fire hydrants for use during fire incidents.

#### 15. GENERAL PROVISIONS:

- 15.1 Reasonable Efforts; Good Faith: The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.
- 15.2 Fair Dealing: In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms and conditions hereof; provided, however, that, except as expressly provided in this Agreement, nothing in this Agreement shall be construed as imposing on either Party any greater duty or obligation to the other Party or a third party other than that which already exists as a matter of Arizona law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.
- 15.3 Financial Interests: Except for financial interests expressly authorized by both of the Parties in accordance with their respective city charters and laws, any financial interests created in, or used to secure financing and payment for the costs of, any work performed or improvements made under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, shall expressly exclude from such debt or financial security contained in such financial instrument(s) any title, rights and interests held by the other Party in any property under this Agreement. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s) created or entered by or on behalf of one Party, which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement and may not encumber the other Party's title, rights and interests in property.
- 15.4 Appropriations: Notwithstanding any provision of this Agreement to the contrary, the rights and obligations under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by FFD and Huachuca City. Nevertheless, failure by Huachuca City to appropriate or otherwise make available the funds necessary to perform its financial obligations under paragraph 11 of this Agreement may be grounds for termination of the Agreement as provided in sub-paragraph 2.B of this Agreement. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of FFD and Huachuca

City, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

- 15.5 Non-waiver: No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.
- 15.6 Independence: Each Party to this Agreement shall be an independent entity, and no Party or such Party's agents, officers and employees shall be deemed to be an agent of the other Party.
- 15.7 Contracting or Subcontracting: Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. Except as otherwise expressly stated in this Agreement, no Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement.
- 15.8 No Discrimination In Employment: In connection with the performance of this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.
- 15.9 Conflict of Interest: Huachuca City agrees that no official, officer or employee of FFD shall have any personal or beneficial interest whatsoever in the services or property described herein, and Huachuca City further agrees not to hire or contract for services any official, officer or employee of FFD or any other person which would be in violation of this Agreement.

#### 15.10 Law; Authority; Enforcement; and Claims:

- A) Applicable Law: The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and become applicable. The phrase "Applicable Law" shall mean all federal, state, and local laws applicable in the context of the specific matter addressed in this Agreement, including but not limited to: 1) the constitutions, laws, and rules and regulations of the United States of America and the State of Arizona; 2), The FRY Fire District Bylaws, Executive Orders, and applicable rules and regulations; 3) the Huachuca City Town Code, and applicable rules and regulations; 4) any court order, judgment, or decree or any appellate decision applicable to this Agreement; and 5) any federal, state, or local administrative decision or order applicable to this Agreement.
- B) Governing Law; Venue: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Arizona, the applicable provisions of the Fry Fire

District Bylaws, and the applicable provisions of the Huachuca City Town Code. Venue for any legal action relating to this Agreement shall be in the Superior Court in and for County of Cochise.

- C) Exercise of Authority: Neither FFD nor Huachuca City shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard which would directly and substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part. Nothing in this paragraph shall limit the powers and authority of FFD and Huachuca City in adopting any ordinance, resolution, rule, regulation, policy or standard of broad and general applicability or otherwise exercising its lawful regulatory or taxing powers and authority. To the extent that it is within its legislative or executive authority under its Bylaws or Town Code, Huachuca City shall waive, or compensate FFD for, any Huachuca City taxes, assessments, fees, charges, or costs otherwise applicable to FFD's property, purchases, uses, or activities directly related to the performance of this Agreement.
- D) Enforcement: The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and recovery of unpaid payments, including interest, required under this Agreement (notwithstanding termination of the Agreement), as may be available according to the laws and statutes of the State of Arizona; provided, however, the Parties agree to and hereby release any claims for incidental, indirect, special, consequential, or punitive damages; provided, further, no provision of this Agreement nor the laws of one Party may be enforced by the creation or recording of any type of lien against real property owned by the other Party, nor may any foreclosure process be utilized to recover any moneys owed by one Party to the other Party. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Agreement.
- E) Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party. The Parties shall cooperate in defending against the claim, demand, suit or action to the extent such common defense is consistent with each Party's rights and obligations under, and the terms and conditions of this Agreement.

#### 15.11 Insurance and Indemnification:

To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend, and hold harmless each other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, or negligence, misconduct, or other fault of the indemnitor, its officers officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The Parties agree to purchase, procure, and/or maintain any and all liability,

property, and casualty insurances required by each party to protect, indemnify and defend the parties, and each of them from future Claims. The obligations under this Section shall survive termination of this Agreement.

- 15.12 Force Majeure: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of force majeure, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any force majeure. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting force majeure to the other Party. "Force majeure" shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.
- 15.13 Further Assurances: From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Party is entitled under the Agreement.
- 15.14 Examination of Records/Audit: During the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of either Party, including the FFD Auditor or designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other Party involving any matter related to this Agreement. Any Party shall be entitled to review and audit the performance of this Agreement at that Party's sole expense.
- 15.15 Notice: All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by overnight courier with written confirmation or sent by certified mail, return receipt requested, to the following:

To Huachuca City: 500 N Gonzales Blvd. Huachuca City, Arizona 85616 Attention: Town Manager

Copy to: Town Attorney Thomas Benavidez Benavidez Law Group, P.C. 7400 N. Oracle Road, Suite 143 Tucson, Arizona 85616 To Fry Fire District: 4917 S. Apache Avenue Sierra Vista, Arizona 85650 Attention: Fire Chief

Copy to: FFD Attorney

Jeffrey C. Matura Barrett & Matura, P.C. 8925 East Pima Center Parkway, Suite 215 Scottsdale, Arizona 85258

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein.

- 15.16 No Third Party Beneficiaries: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. Any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 15.17 Entire Agreement: This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
- 15.18 Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.
- 15.19 No Assignment: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other Party.
- 15.20 Severability: If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Arizona or the United States or either Party's Bylaws or Code, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in

compliance with Applicable Law and the judgment of the court. This Agreement may be terminated, upon written notice of the adversely affected Party, if the Parties are unable to agree to an amendment to this Agreement that substantially resolves the judicially invalidated critical or material consideration.

- 15.21 Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
- 15.22 Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement. A Party shall have the right, in its discretion, to either temporarily suspend or permanently terminate the Agreement if there is any valid dispute as to the legal authority of the other Party or the person signing this Agreement on behalf of the other Party to enter into this Agreement.
- 15.23 Execution of Agreement: This Agreement shall not become effective or binding until it has been approved by the governing bodies of each Party and fully executed by all required signatories of each Party.
- 15.24 Electronic Signatures and Electronic Records: Huachuca City consents to the use of electronic signatures by FFD. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by FFD. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 15.25 Non Discrimination: Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.
- 15.26 Legal Arizona Workers' Act: The parties are required to comply with A.R.S. § 41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the e-verification requirements of A.R.S. § 23-214(A) (together the "state and federal immigration laws"). A breach of warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of this Agreement

and the Party who breaches may be subject to penalties up to and including termination of this Agreement. The Parties retain the legal right to inspect the papers of any contractor or employee working under the terms of this Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

15.27 Workers' Compensation Coverage: Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the incident command protocol in place, and said Party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.

15.28 Cancellation for Conflicts of Interest: The Parties hereby acknowledge that this Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511 as may be amended from time to time.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Huachuca City, Arizona as of

Town of II. . . . . . . C:4.

1000	d of Huaenuca City
By	Mayor
ATTEST:	
Town Clerk	
Pursuant to A.R.S. § 11-952(D), the unders and confirms the Agreement is in proper for his client under Arizona law.	signed attorney has reviewed the foregoing Agreement form, and is within the powers and authority granted to
By Town Attorney	

# By: \_\_\_\_\_\_Board Chair By: \_\_\_\_\_\_Board Clerk Pursuant to A.R.S. § 11-952(D), the undersigned attorney has reviewed the foregoing Agreement, and confirms the Agreement is in proper form, and is within the powers and authority granted to his client under Arizona law. By: \_\_\_\_\_\_ Fry Fire District Attorney

Fry Fire District

#### PROCLAMATION NO. 2022-04

A PROCLA	AMATION	OF	THE	MAY	OR	OF	THE	TOW	N C	OF .	HUAC	CHUC	CA	CITY,	COCI	HISE
ı —	ARIZONA,															
AWARENE	SS AND PE	REVI	ENTI	)N M	ONT	ΉI	N THI	TOV	VN C	)F I	HUAC	HUC	Α (	CITY.		

WHEREAS, sexual violence is a dehumanizing form of abuse that harms our communities; and

WHEREAS, rape, sexual assault, and sexual harassment have extensive and widespread physical and mental health implications, including post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders, and suicide; and

WHEREAS, 1 in 3 women and 1 in 4 men have experienced sexual violence involving physical contact at some point in their lives; and

WHEREAS, 67% of victims under the age of 18 identified their perpetrator as a family member and 79% said they were currently living with that perpetrator; and

WHEREAS, the Centers for Disease Control and Prevention found that 43.2% of females and 51.3% of males first experienced victimization prior to age 18; and

WHEREAS, through prevention education, awareness efforts, a strong continuum of victim services, and holding perpetrators responsible for their actions, we can work together to better address sexual violence and create safer communities for all Arizonans.

NOW, THEREFORE, I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code and by this Proclamation hereby declare April, 2022, as Sexual Assault Awareness and Prevention Month in the Town of Juachuca City

idacitaca City.	
PROCLAIMED by the Mayor of the Town of Huach of March, 2022.	uca City, Cochise County, Arizona, this 24th day
ATTEST:	Johann R. Wallace, Mayor
Brandye Thorpe, Town Clerk	Thomas Benavidez, Town Attorney

#### **PROCLAMATION NO. 2022-05**

PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF APRIL, 2022, AS GARDEN MONTH IN THE TOWN OF HUACHUCA CITY.

WHEREAS, during spring, the season of renewal, millions of Americans turn joyfully to gardening; and

WHEREAS, America's gardens produce an abundance of fruits and vegetables to enrich our tables and a stunning variety of flowers and shrubs to add beauty to our homes and yards; and

**WHEREAS,** President Reagan first proclaimed the week of April 13, 1986, as "National Garden Week;" and

WHEREAS, in 2002, the National Gardening Association resolved to extend the celebration to encompass the entire month of April; and

**WHEREAS,** National Garden Month was celebrated for the first time in 2003 and has been celebrated every year since; and

WHEREAS, gardening has numerous health benefits, including exposure to Vitamin D, exercise, and decreased dementia risk.

**NOW, THEREFORE,** I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code and by this Proclamation hereby declare April, 2022, as Garden Month in the Town of Huachuca City. I encourage all the residents of the Town to go outdoors and cultivate a nutritious and colorful garden.

**PROCLAIMED** by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 24th day of March, 2022.

or ividicity 2022.	
	Johann R. Wallace, Mayor
ATTEST:	

**Brandye Thorpe, Town Clerk** 

Page 1 of 1

**Thomas Benavidez, Town Attorney** 

#### **PROCLAMATION NO. 2022-06**

PROCLAMATION OF TH	IE MAYOR OF THE	TOWN OF HUACHUCA	CITY, COCHISE
COUNTY, ARIZONA, DECLA			
TOWN OF HUACHUCA CITY		, ,	

WHEREAS, libraries are accessible and inclusive places that foster a sense of connection and community; and

WHEREAS, libraries connect people to technology, providing access to broadband internet, computers, and training that are critical for accessing educational and employment opportunities; and

WHEREAS, today's libraries and their services extend far beyond the four walls of a building, allowing everyone to access their resources; and

WHEREAS, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code and by this Proclamation hereby declare April, 3-9, 2022, as Library Week in the Town of Huachuca City. I encourage all residents to connect with the Town's library by visiting in person or online to access our resources and services.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 24th day

of March, 2022.	
	Johann R. Wallace, Mayor
ATTEST:	
Brandye Thorpe, Town Clerk	Thomas Benavidez, Town Attorney