



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
Thursday, July 28, 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.

- C.1 Consider approval of the Minutes of the Regular Council Meeting held on July 14, 2022.
- C.2 Consider approval of the Payment Approval Report.

D. Unfinished Business before the Council – Mayor

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

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]: Mr. Forsberg will review the Town's finances for the month of June.

E.2 Discussion and/or Action [Suzanne Harvey]: Approval of a Memorandum of Understanding with the Fraternal Order of Police for use of the Town's building located at 813 Arizona Street for a haunted house.

E.3 Discussion and/or Action [Suzanne Harvey]: Approval of a Memorandum of Understanding with Huachuca City Community Garden, Inc., for continued use of Town property to maintain a community garden to the north of the Library.

E.4 Discussion and/or Action [Suzanne Harvey]: After action review of the Town's 4th of July event.

E.5 Discussion and/or Action [Suzanne Harvey]: Selection of a firm to provide criminal prosecution services to the Town in the Municipal Court.

E.6 Discussion and/or Action [Suzanne Harvey]: Approval of a contract with KE&G to provide construction services on the Community Development Block Grant ["CDBG"] park improvement project.

E.7 Discussion and/or Action [Stephanie Fulton]: Update on progress on the Library's top ten priorities.

E.8 Discussion and/or Action [Mayor Wallace]: Resolution 2022-17 - Adopting the property tax levy for fiscal year 2022-2023.

F. Reports of Current Events by Council

G. Adjournment

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

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

Ms. Brandye Thorpe
Town Clerk

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

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



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
July 14, 2022 AT 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor 6:00pm

- a. Pledge of Allegiance

Mayor Wallace.

- b. Roll Call and Ascertain Quorum

Roll Call.

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

Absent: Jean Smelt

- c. Invocation

Elder Thomas

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C.1 Consider approval of the Minutes of the Regular Council Meeting held on June 23, 2022, the Special Session held on June 30, 2022, and the Public Hearing/Special Session on July 7, 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.

Councilmember Ferro asks if the Town Clerk made the single correction to the minutes that he had discussed with her which was a copy and paste error. Clerk Thorpe confirms that she did.

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

Motion passed unanimously.

D. Unfinished Business before the Council – Mayor

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E.1 Discussion and/or Action [Suzanne Harvey]: Demonstration of GoGov software and mobile application to support access and communication with members of the public. Manager Harvey will also provide an update on implementation of the system.

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

Kevin Strauss gives a virtual presentation of the features of the GoGov software and how it will help improve resident/staff communication and staff/staff communication regarding questions/complaints/suggestions.

Manager Harvey advises that there is one more staff training needed and some IT work to get the link on the website. The app is available for download now on Apple and android and is operational. She further advises that they have provided marketing materials for us to use to make sure to get the word out. It will be on Facebook and in the newsletter as well.

Mayor Wallace asks that it be made clear in the ap what the privacy policy is because right now there is nothing about that.

E.2 Discussion and/or Action [Suzanne Harvey]: Approval of a proposal from the Fraternal Order of Police for use of the Town's building located at 813 Arizona Street for a haunted house.

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

Marcus Anderson from the Fraternal Order of Police speaks about their annual haunted house fundraiser event and explains that in exchange for use of the building they will do a lot of cleaning of both the building and the property, as well as donate a portion of the proceeds back to the Town for the Holiday Gift Basket program.

Motion: The proposal from the Fraternal Order of Police for the use of the Town's building located at 813 Arizona Street for a haunted house and Direct Staff to begin the process of drafting the memorandum of understanding, Action: Approve, Moved by Johann Wallace, Seconded by Cynthia Butterworth.

Motion passed unanimously.

E.3 Discussion and/or Action [Mayor Wallace]: Report from Fire Chief Mark Savage concerning the transition to the fire protection and emergency medical services of Fry Fire District.

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

Fire Chief Mark Savage talks about the transition and calls for the month of June. A fourth firefighter has been hired and is going through all the training at this time. He also gives an update on the status of the Town's equipment. The mechanic will continue working on the equipment and getting it all up to date on inspections. The grant process is moving forward and installation will probably start in August. Smoke detectors are available to the residents free of charge. Fire staff need to install them in the residences. Bunker gear will be purchased through a grant from the 100 Club of Arizona. He gives kudos to everyone involved in the 4th of July and states that interagency coordination was spectacular.

E.4 Discussion and/or Action [Mayor Wallace]: Reminder of the official means of communication between town staff and the council.

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

Mayor Wallace reminds everyone that the official method of communication between staff and Council is via email. All meetings and events will be advised through this media. If there is an emergency, staff will of course call Council. Regular staff hours are 8-5 Monday thru Friday. Staff should not get calls after hours unless it is an absolute emergency. He also reminds Council that there should not be communication regarding action items outside of Council Meetings. All of that kind of conversation should be held in public Council meetings to prevent any potential violations of the Open Meeting Law.

E.5 Discussion and/or Action [Suzanne Harvey/ Dr. Jim Johnson]: Approval to begin a revision of the Town's residential building code.

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

Manager Harvey advises that this came up based on a concern of a resident. Mayor Wallace had already asked that this be looked at to see where we are more stringent than State law however the timeline needs to be sped up since there is a concern brought by a resident.

Dr. Jim Johnson speaks about the code and the difference between Town Code and the International Residential Code adopted by the Town.

It is discussed that even though the Town chose to adopt the International Residential Code, they can choose select items in that and remove them and/or add more to it through Town Code.

Mayor Wallace states that his concern is the amount of complaints he and other Council members have received. He also states that one thing he has heard over and over is that Dr. Johnson is difficult to work with. He advises that we have things in our Town Code that are more stringent than even State Law. That is why it needs to be looked at and changed if it is more restrictive/stringent than State Law. We should not be making things more difficult for residents or new businesses. We should be making things more welcoming. He asks about specific things in Town Code and what they mean.

Councilmember Ferro asks if there is a list of what requires a building permit.

Dr. Johnson advises that it is in the International Residential Code book.

Mayor Wallace states that that doesn't help residents because they don't have that book and he has looked and could not find one online that he didn't have to pay for. The information should be available to our residents so that they can look it up themselves.

Manager Harvey reminds everyone that Dr. Johnson has to enforce the code as it is written now. That is why we need to look at revising the Code.

Mayor Wallace agrees with Manager Harvey and states that he is doing exactly what he is supposed to do, which is to enforce the Code as written. We need to fix our Code to make it easier to understand.

**Motion: To begin the process of correcting our Town Code to make that peace we are talking about for residential properties be in line with State law and begin scheduling work sessions to discuss our residential code, building code and take it piece by piece and review it, Action: Direct Staff, Moved by Johann Wallace, Seconded by Jeffrey Ferro.
Motion passed unanimously.**

F. Reports of Current Events by Council

Councilmember Butterworth advises that the SVMPO meeting was last week. The Board of Directors had some changes and she is now Vice Chair. The long term transportation project has been axed at the State legislation level. The SVMPO will attempt to re-submit a different way. The Skyline project is on the long term transportation list. Food distribution is tomorrow. Councilmember Settlemyer applauds the 4th of July event. He was at the Veterans Memorial Wellness Park with the designer.

Councilmember Trate attended the Hispanic Mixer. The next one is July 29th. Everything is moving ahead for the thing on September 14th with the Arizona Corporate Commission. Cool FM will be there in addition to the Facebook live stream.

Mayor Pro Tem Hirshberg advises she went to the Sierra Vista Chamber of Commerce breakfast and provided an update of what is going on in the Town.

Mayor Wallace was invited and went to Sonora Fest. It was awesome.

G. Adjournment

**Motion: 7:22pm, Action: Adjourn, Moved by Johann Wallace, Seconded by Christy Hirshberg.
Motion passed unanimously.**

Approved by Mayor Johann R. Wallace on July 28, 2022.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Brandye Thorpe,
Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on July 14, 2022. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Amazon Capital Services, Inc							
10491	Amazon Capital Services, Inc	1XRT-JFTC-9R	Coppertone Sport SPF 50 Sunscr	07/01/2022	26.40	.00	10-58-460
10491	Amazon Capital Services, Inc	1XRT-JFTC-9R	1 Set of 6 pack acrylic wall sign h	07/01/2022	28.02	.00	10-58-460
10491	Amazon Capital Services, Inc	1XRT-JFTC-9R	1 Box 200 count disposable glove	07/01/2022	18.42	.00	10-58-460
10491	Amazon Capital Services, Inc	1XRT-JFTC-9R	ONIVA Outdoor Canopy Sunshad	07/01/2022	58.42	.00	10-58-460
Total Amazon Capital Services, Inc:					131.26	.00	
AT&T							
1398	AT&T	5204563034_0	Police Dept Long Distance	07/09/2022	12.80	.00	10-51-271
1398	AT&T	5204561063_0	Library Landline Long Distance	07/04/2022	80.10	.00	10-62-271
Total AT&T:					92.90	.00	
AZ Department of Corrections							
1315	AZ Department of Corrections	0000368185X	WQL Water Quality- Wastewater T	07/07/2022	2,562.00	.00	52-40-516
Total AZ Department of Corrections:					2,562.00	.00	
Bady, Arika							
10596	Bady, Arika	07112022	Water Deposit Refund	07/11/2022	75.00	.00	51-21350
10596	Bady, Arika	07112022	Sewer Deposit Refund	07/11/2022	25.00	.00	52-21350
Total Bady, Arika:					100.00	.00	
Caselle, Inc							
1745	Caselle, Inc	117957	Management Software- General F	07/01/2022	201.00	.00	10-48-804
1745	Caselle, Inc	117957	Management Software- Water	07/01/2022	201.00	.00	51-40-480
1745	Caselle, Inc	117957	Management Software- Sewer	07/01/2022	201.00	.00	51-40-480
1745	Caselle, Inc	117957	Management Software- Landfill	07/01/2022	201.00	.00	55-40-480
Total Caselle, Inc:					804.00	.00	
Caterpillar Financial Services							
1760	Caterpillar Financial Services	32636040	001-0959151-001 Model/Serial: D	07/08/2022	3,450.87	.00	55-40-705
1760	Caterpillar Financial Services	32636040	001-0959151-000 Model/Serial: 8	07/08/2022	3,313.82	.00	55-40-705
Total Caterpillar Financial Services:					6,764.69	.00	
CenturyLink							
10348	CenturyLink	5204561354_0	Town Hall Phone Service	07/07/2022	304.51	.00	10-43-271
10348	CenturyLink	5204563034_0	Police Department Phone Service	07/07/2022	160.86	.00	10-51-271
10348	CenturyLink	5204560374_0	Public Works Fax	07/07/2022	6.68	.00	10-57-340
10348	CenturyLink	5204561063_0	Public Library Phone Service	07/07/2022	83.38	.00	10-62-271
10348	CenturyLink	5204560374_0	Water Fax Machine	07/07/2022	29.14	.00	51-40-340
10348	CenturyLink	5204560374_0	Sewer Fax Machine	07/07/2022	29.22	.00	52-40-340
Total CenturyLink:					613.79	.00	
Cintas Corporation No. 445							
10067	Cintas Corporation No. 445	7124876301	Public Works Uniforms	07/11/2022	8.58	.00	10-57-110
10067	Cintas Corporation No. 445	7124876301	Water Uniform	07/11/2022	38.57	.00	51-40-110

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
10067	Cintas Corporation No. 445	7124876301	Sewer Uniforms	07/11/2022	38.57	.00	52-40-110
10067	Cintas Corporation No. 445	4124876307	Landfill Uniforms	07/11/2022	38.05	.00	55-40-110
10067	Cintas Corporation No. 445	4124876319	Landfill Uniforms	07/11/2022	79.57	.00	55-40-110
Total Cintas Corporation No. 445:					203.34	.00	
D&M Tire & Wheel							
1974	D&M Tire & Wheel	54548	Replace the front ties and make a	07/15/2022	568.09	.00	23-40-610
Total D&M Tire & Wheel:					568.09	.00	
Datamars, Inc.							
10593	Datamars, Inc.	763067 US604	T-SL W/Lifetime Registration for 9	07/08/2022	207.15	.00	10-51-430
Total Datamars, Inc.:					207.15	.00	
Empire Homes, Inc.							
2223	Empire Homes, Inc.	16203	Restock -3/4x1" Gravel for Landfill	07/14/2022	918.81	.00	55-40-460
Total Empire Homes, Inc.:					918.81	.00	
Gardner's Garage							
10212	Gardner's Garage	03P5142	Oil Filter for 2020 Chev Tahoe	07/13/2022	4.00	.00	10-51-470
10212	Gardner's Garage	03P5142	Full synthetic motor oil	07/13/2022	71.04	.00	10-51-470
10212	Gardner's Garage	03P5142	Full Service Oil Change	07/13/2022	17.00	.00	10-51-470
10212	Gardner's Garage	03P5142	Mount and Balance	07/13/2022	20.00	.00	10-51-470
10212	Gardner's Garage	03P5142	Fleet Discount	07/13/2022	10.70-	.00	10-51-470
Total Gardner's Garage:					101.34	.00	
Industrial Commission of AZ							
2611	Industrial Commission of AZ	INV-M22-00000	FY 2023 Municipal Firefighters Ca	07/08/2022	4,179.21	.00	10-53-516
Total Industrial Commission of AZ:					4,179.21	.00	
Irwin, Harry							
10601	Irwin, Harry	07202022	Water Deposit Refund	07/20/2022	52.08	.00	51-21350
Total Irwin, Harry:					52.08	.00	
Jacobsen, Albert							
10597	Jacobsen, Albert	07132022	Water Deposit Refund	07/13/2022	75.00	.00	51-21350
10597	Jacobsen, Albert	07132022	Sewer Deposit Refund	07/13/2022	25.00	.00	52-21350
Total Jacobsen, Albert:					100.00	.00	
Johnson, David							
10599	Johnson, David	07062022	Water Deposit Refund	07/06/2022	38.35	.00	51-21350
10599	Johnson, David	07062022	Sewer Deposit Refund	07/06/2022	25.00	.00	52-21350
Total Johnson, David:					63.35	.00	
Lumen							
10507	Lumen	30079713	Current Charges	07/01/2022	1,124.85	.00	10-48-481
10507	Lumen	300729111	Current Charges 20%- Library Int	07/12/2022	298.16	.00	10-62-481
10507	Lumen	300729111	Finance Charges- Debt:Erate	07/12/2022	800.00	.00	10-62-621
10507	Lumen	300729111	Current Charges 80%- Erate Gran	07/12/2022	1,192.64	.00	10-69-810

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Lumen:					3,415.65	.00	
Pariula, Jimmie							
10602	Pariula, Jimmie	07062022	Sewer Deposit Refund	07/08/2022	7.36	.00	52-21350
Total Pariula, Jimmie:					7.36	.00	
Welch, Dominique							
10598	Welch, Dominique	07012022	Water Deposit Refund	07/01/2022	75.00	.00	51-21350
10598	Welch, Dominique	07012022	Sewer Deposit Refund	07/01/2022	25.00	.00	52-21350
Total Welch, Dominique:					100.00	.00	
Grand Totals:					20,985.02	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100 AUTO LIEU TAX	13,540.34	128,153.75	105,000.00	(23,153.75)	122.1
10-31-200 REAL PROPERTY TAXES	16,737.20	87,023.30	103,000.00	15,976.70	84.5
10-31-240 FRANCHISE TAXES	1,722.02	17,739.55	12,000.00	(5,739.55)	147.8
10-31-250 CITY SALES TAXES	50,894.00	363,739.93	329,000.00	(34,739.93)	110.6
10-31-260 STATE SALES TAXES	44,379.55	253,568.36	180,000.00	(73,568.36)	140.9
TOTAL TAXES	127,273.11	850,224.89	729,000.00	(121,224.89)	116.6
<u>LICENSES AND PERMITS</u>					
10-32-100 BUILDING PERMITS	440.00	11,760.30	11,000.00	(760.30)	106.9
10-32-110 BUSINESS LICENSES	300.00	8,090.00	11,000.00	2,910.00	73.6
10-32-120 P&Z FEES	.00	2,586.05	2,260.00	(326.05)	114.4
TOTAL LICENSES AND PERMITS	740.00	22,436.35	24,260.00	1,823.65	92.5
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-100 STATE REVENUE SHARING	17,870.21	198,582.95	226,500.00	27,917.05	87.7
TOTAL INTERGOVERNMENTAL REVENUE	17,870.21	198,582.95	226,500.00	27,917.05	87.7
<u>CHARGES FOR SERVICE</u>					
10-34-140 AUCTION PROCEEDS	.00	12,928.69	30,000.00	17,071.31	43.1
10-34-160 ANIMAL CONTROL FEES/FINES	77.00	874.00	800.00	(74.00)	109.3
10-34-170 ADMIN GARBAGE FEES	.00	2,280.29	10,000.00	7,719.71	22.8
10-34-530 CITY BUS FEES/DONATIONS	183.00	1,407.45	2,000.00	592.55	70.4
TOTAL CHARGES FOR SERVICE	260.00	17,490.43	42,800.00	25,309.57	40.9
<u>FINES</u>					
10-35-100 POLICE FINES	7,082.75	86,519.46	125,000.00	38,480.54	69.2
10-35-110 IMPOUND FEES	45.00	6,225.00	10,800.00	4,575.00	57.6
10-35-112 TOWING FEES	105.00	2,274.25	4,600.00	2,325.75	49.4
10-35-120 LIBRARY FEES & FINES	163.25	2,115.54	3,200.00	1,084.46	66.1
10-35-125 IMPUND ADMIN FEES	.00	.00	5,000.00	5,000.00	.0
TOTAL FINES	7,396.00	97,134.25	148,600.00	51,465.75	65.4

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
10-36-100 INTEREST	67.10	20,891.64	35,000.00	14,108.36	59.7
10-36-200 UNREALIZED GAIN	(23,200.22)	(73,339.23)	10,000.00	83,339.23	(733.4)
10-36-300 MISC. POLICE REVENUE	6,269.03	11,966.76	.00	(11,966.76)	.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	908.00	2,089.00	1,000.00	(1,089.00)	208.9
10-36-515 SUMMER SPLASH REVENUE	364.00	554.00	3,000.00	2,446.00	18.5
10-36-900 MISCELLANEOUS	878.44	15,163.63	7,751.00	(7,412.63)	195.6
10-36-902 WORKERS' COMP REIMBURSEMENTS	.00	.00	1,000.00	1,000.00	.0
10-36-903 DIESEL SALES (FIRE, SCHOOL)	.00	17,344.92	10,000.00	(7,344.92)	173.5
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	624,000.00	624,000.00	.00	100.0
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	37,286.35	657,962.72	866,142.00	208,179.28	76.0

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TOWN GRANTS</u>					
10-37-165 DONATIONS - ANIMAL CONTROL	.00	55.00	1,000.00	945.00	5.5
10-37-456 DONATIONS - LIBRARY	350.00	5,019.00	3,000.00	(2,019.00)	167.3
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	(1,859.09)	(3,192.06)	150,000.00	153,192.06	(2.1)
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	150.00	3,950.00	2,000.00	(1,950.00)	197.5
TOTAL TOWN GRANTS	(1,359.09)	30,658.29	2,844,000.00	2,813,341.71	1.1
TOTAL FUND REVENUE	189,466.58	1,874,489.88	4,881,302.00	3,006,812.12	38.4

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
10-42-100 PERSONNEL SERVICES	.00	10,800.00	10,800.00	.00	100.0
10-42-130 EMPLOYEE BENEFITS	.00	852.36	930.00	77.64	91.7
10-42-220 ATTORNEY FEES	17,260.00	49,067.50	45,000.00	(4,067.50)	109.0
10-42-250 ADVERTISING	.00	.00	500.00	500.00	.0
10-42-290 OFFICE SUPPLIES	.00	69.21	200.00	130.79	34.6
10-42-530 COMMUNITY RELATIONS	.00	161.76	500.00	338.24	32.4
10-42-640 MEMBERSHIP LEAGUE	.00	13,101.00	6,000.00	(7,101.00)	218.4
10-42-660 TRAVEL AND TRAINING	.00	2,052.20	1,300.00	(752.20)	157.9
10-42-670 BLDG LEASE PAYMENT	.00	52.71	.00	(52.71)	.0
TOTAL COUNCIL	17,260.00	76,156.74	65,230.00	(10,926.74)	116.8
<u>GENERAL ADMINISTRATION</u>					
10-43-100 PERSONNEL SERVICES	11,147.51	142,936.03	146,740.00	3,803.97	97.4
10-43-102 NEW HIRE	172.50	724.50	1,000.00	275.50	72.5
10-43-105 OVERTIME	.64	84.57	250.00	165.43	33.8
10-43-122 MISCELLANEOUS	73.00	405.39	.00	(405.39)	.0
10-43-130 EMPLOYEE BENEFITS	2,188.85	21,831.07	49,315.00	27,483.93	44.3
10-43-250 ADVERTISING	.00	2,790.72	3,000.00	209.28	93.0
10-43-271 TELEPHONE	449.94	4,815.83	5,000.00	184.17	96.3
10-43-280 INSURANCE	.00	19,593.97	55,000.00	35,406.03	35.6
10-43-290 OFFICE SUPPLIES	851.28	4,796.36	6,000.00	1,203.64	79.9
10-43-300 PRINTING	148.19	489.83	1,000.00	510.17	49.0
10-43-340 UTILITIES	935.22	10,124.36	8,500.00	(1,624.36)	119.1
10-43-360 CONTRACT LABOR	169.80	1,481.30	1,800.00	318.70	82.3
10-43-366 INMATE LABOR	42.10	42.10	.00	(42.10)	.0
10-43-440 POSTAGE	.00	1,033.09	2,000.00	966.91	51.7
10-43-470 VEHICLE EXPENSE	.00	546.94	600.00	53.06	91.2
10-43-475 FUEL EXPENSE	.00	1,090.37	600.00	(490.37)	181.7
10-43-480 COMPUTER EXPENSE	804.00	8,824.08	12,000.00	3,175.92	73.5
10-43-500 BUILDING MAINTENANCE	.00	68.50	.00	(68.50)	.0
10-43-610 EQUIPMENT MAINTENANCE	.00	.00	250.00	250.00	.0
10-43-640 MEMBERSHIP	353.32	798.32	1,000.00	201.68	79.8
10-43-650 AUDIT	1,625.00	29,925.00	37,000.00	7,075.00	80.9
10-43-660 TRAVEL AND TRAINING	25.00	1,392.81	4,000.00	2,607.19	34.8
10-43-690 ELECTION SUPPLIES	.00	.00	100.00	100.00	.0
10-43-703 CODIFYING/DIGITIZING	.00	1,273.75	2,100.00	826.25	60.7
10-43-704 HUNT PROJECT	.00	.00	50,000.00	50,000.00	.0
10-43-705 DEBT:CAP LEASE EXP (830 AZ ST)	.00	8,481.50	34,000.00	25,518.50	25.0
10-43-840 CAPITAL OUTLAY - EQUIPMENT	335.20	3,197.98	1,200.00	(1,997.98)	266.5
10-43-841 CAPITAL OUTLAY - PROJECTS	4,257.21	4,257.21	17,000.00	12,742.79	25.0
10-43-850 DEBT: HURF REPAYMENT	.00	.00	3,000.00	3,000.00	.0
TOTAL GENERAL ADMINISTRATION	23,578.76	271,005.58	442,455.00	171,449.42	61.3

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAGISTRATE</u>					
10-45-100 PERSONNEL SERVICES	1,615.98	21,430.83	22,048.00	617.17	97.2
10-45-105 OVERTIME	3.17	28.32	250.00	221.68	11.3
10-45-120 PROSECUTION FEES	2,530.00	9,757.00	6,300.00	(3,457.00)	154.9
10-45-130 EMPLOYEE BENEFITS	446.91	7,735.80	9,000.00	1,264.20	86.0
10-45-221 COURT APPT ATTORNEYS	4,480.00	8,555.00	5,000.00	(3,555.00)	171.1
10-45-250 CONTRACT LABOR-PRO TEM	330.00	2,960.00	1,000.00	(1,960.00)	296.0
10-45-290 OFFICE SUPPLIES	43.00	129.44	400.00	270.56	32.4
10-45-360 CONTRACT LABOR-JUDGE	.00	13,800.00	14,400.00	600.00	95.8
10-45-361 CONTRACT LABOR - SECURITY	210.00	2,242.50	5,000.00	2,757.50	44.9
10-45-480 COMPUTER EXPENSE	.00	2,363.73	2,750.00	386.27	86.0
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	1,016.09	3,304.42	2,000.00	(1,304.42)	165.2
TOTAL MAGISTRATE	10,675.15	72,631.68	70,149.00	(2,482.68)	103.5
<u>IT</u>					
10-48-210 SUBSCRIPTIONS	1,124.85	27,846.70	36,765.00	8,918.30	75.7
10-48-275 CELL PHONE	1,410.11	12,816.16	19,680.00	6,863.84	65.1
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	2,534.96	46,714.70	64,295.00	17,580.30	72.7

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-51-100 PERSONNEL SERVICES	23,420.73	296,756.06	313,000.00	16,243.94	94.8
10-51-105 OVERTIME	666.79	11,544.69	13,000.00	1,455.31	88.8
10-51-107 STAND BY	.00	.00	5,980.00	5,980.00	.0
10-51-110 UNIFORM EXPENSE	630.98	3,130.98	4,000.00	869.02	78.3
10-51-130 EMPLOYEE BENEFITS	4,799.70	76,869.69	80,000.00	3,130.31	96.1
10-51-135 PUBLIC SAFETY RETIREMENT	4,902.02	59,340.37	64,800.00	5,459.63	91.6
10-51-222 SEACOM/CCSO CONTRACT	20,487.50	102,437.50	81,950.00	(20,487.50)	125.0
10-51-230 PROFESSIONAL SERVICES	450.00	1,137.32	1,500.00	362.68	75.8
10-51-271 TELEPHONE	196.72	2,242.05	4,000.00	1,757.95	56.1
10-51-290 OFFICE SUPPLIES	.00	888.89	1,000.00	111.11	88.9
10-51-295 PRINTING	182.30	1,235.88	1,000.00	(235.88)	123.6
10-51-340 UTILITIES	298.75	3,404.45	4,000.00	595.55	85.1
10-51-360 CONTRACT LABOR	15.64	167.53	.00	(167.53)	.0
10-51-366 INMATE LABOR	42.10	42.10	.00	(42.10)	.0
10-51-430 HUMANE SUPPLIES	.00	219.85	.00	(219.85)	.0
10-51-460 MAINTENANCE AND SUPPLIES	170.36	1,215.48	3,000.00	1,784.52	40.5
10-51-462 PEST CONTROL	39.00	505.33	500.00	(5.33)	101.1
10-51-463 MEDICINE/VACCINE	.00	217.80	2,000.00	1,782.20	10.9
10-51-466 WEAPONS AND AMMUNITION	1,413.53	1,413.53	2,000.00	586.47	70.7
10-51-467 SV CONTRACT PAYMENT	5,320.13	5,320.13	4,000.00	(1,320.13)	133.0
10-51-470 VEHICLE EXPENSE	1,010.61	13,390.87	6,000.00	(7,390.87)	223.2
10-51-475 POLICE FUEL EXPENSE	.00	7,159.75	13,400.00	6,240.25	53.4
10-51-480 COMPUTER EXPENSE	.00	3,247.66	300.00	(2,947.66)	1082.6
10-51-505 VEHICLE IMPOUND FEE	568.25	3,642.25	5,000.00	1,357.75	72.9
10-51-510 IMPOUND ADMIN	(150.00)	(2,550.00)	.00	2,550.00	.0
10-51-530 COMMUNITY RELATIONS	.00	46.46	.00	(46.46)	.0
10-51-620 EQUIP REPAIR AND MAINTENANCE	.00	879.78	2,000.00	1,120.22	44.0
10-51-640 MEMBERSHIP	.00	25.00	400.00	375.00	6.3
10-51-660 TRAVEL AND TRAINING	840.31	3,716.29	5,000.00	1,283.71	74.3
10-51-665 COMMUNITY RELATIONS	.00	45.38	1,300.00	1,254.62	3.5
10-51-705 CAPITAL LEASE	135.74	1,269.16	100.00	(1,169.16)	1269.2
10-51-840 POLICE CAPITAL OUTLAY	.00	4,938.96	100.00	(4,838.96)	4939.0
10-51-841 VEHICLE LEASE	.00	26,994.10	26,994.00	(.10)	100.0
10-51-850 NEW EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
10-51-856 BODY WORN CAMERA PROGRAM	.00	3,403.57	4,000.00	596.43	85.1
10-51-857 ASSET FORFEITURE EXPENSES	.00	.00	2,372.00	2,372.00	.0
TOTAL POLICE	65,441.16	634,298.86	653,696.00	19,397.14	97.0

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
10-53-100 PERSONNEL SERVICES	5,300.00	17,440.50	.00	(17,440.50)	.0
10-53-130 EMPLOYEE BENEFITS	596.26	1,962.08	.00	(1,962.08)	.0
10-53-340 UTILITIES	591.30	9,907.83	6,000.00	(3,907.83)	165.1
10-53-360 CONTRACTED PERSONNEL SERVICES	74,576.25	382,182.58	410,000.00	27,817.42	93.2
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	1,000.00	(623.82)	162.4
TOTAL FIRE	81,063.81	417,613.13	418,000.00	386.87	99.9
<u>BUILDING REGULATION</u>					
10-54-360 CONTRACT LABOR	4,400.00	47,100.00	55,000.00	7,900.00	85.6
10-54-472 MEMBERSHIP	.00	348.00	400.00	52.00	87.0
10-54-760 BLDG REGULATION SUPPLIES	.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	4,400.00	51,578.01	64,000.00	12,421.99	80.6
<u>PUBLIC WORKS</u>					
10-57-100 PERSONNEL SERVICES	937.53	21,193.08	16,149.00	(5,044.08)	131.2
10-57-105 OVERTIME	49.66	266.73	600.00	333.27	44.5
10-57-110 UNIFORM EXPENSE	60.06	417.53	200.00	(217.53)	208.8
10-57-130 EMPLOYEE BENEFITS	335.74	18,476.44	8,500.00	(9,976.44)	217.4
10-57-280 INSURANCE	.00	99.12	.00	(99.12)	.0
10-57-340 UTILITIES	2,403.70	14,886.02	35,000.00	20,113.98	42.5
10-57-360 CONTRACT LABOR	93.86	1,356.56	1,000.00	(356.56)	135.7
10-57-366 INMATE LABOR	50.52	50.52	.00	(50.52)	.0
10-57-460 MAINTENANCE AND SUPPLIES	.00	1,461.29	500.00	(961.29)	292.3
10-57-470 VEHICLE REPAIR/MAINT	.00	1,059.19	3,000.00	1,940.81	35.3
10-57-475 FUEL EXPENSE	134.32	5,136.46	2,000.00	(3,136.46)	256.8
10-57-500 BUILDING MAINTENANCE	5,155.15	18,851.71	10,000.00	(8,851.71)	188.5
10-57-540 SMALL TOOLS	.00	794.13	2,000.00	1,205.87	39.7
10-57-610 EQUIPMENT MAINTENANCE	808.83	3,942.90	5,000.00	1,057.10	78.9
TOTAL PUBLIC WORKS	10,029.37	87,991.68	83,949.00	(4,042.68)	104.8
<u>CITY POOL</u>					
10-58-100 PERSONNEL SERVICES	4,776.78	12,851.43	12,000.00	(851.43)	107.1
10-58-130 EMPLOYEE BENEFITS	542.19	1,299.49	1,200.00	(99.49)	108.3
10-58-340 UTILITIES	538.39	6,210.61	5,000.00	(1,210.61)	124.2
10-58-460 MAINTENANCE AND SUPPLIES	769.89	3,253.64	1,500.00	(1,753.64)	216.9
10-58-660 CERTIFYING	200.00	400.00	500.00	100.00	80.0
TOTAL CITY POOL	6,827.25	24,015.17	20,200.00	(3,815.17)	118.9

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SUMMER SPLASH</u>					
10-59-100 PERSONNEL SERVICES	2,142.20	4,544.87	5,000.00	455.13	90.9
10-59-130 EMPLOYEE BENEFITS	194.96	434.73	300.00	(134.73)	144.9
10-59-460 SUPPLIES	.00	.00	300.00	300.00	.0
TOTAL SUMMER SPLASH	2,337.16	4,979.60	5,600.00	620.40	88.9
<u>PARKS & RECREATION</u>					
10-60-340 UTILITIES	260.58	1,841.02	.00	(1,841.02)	.0
10-60-460 MAINTENANCE AND SUPPLIES	.00	2,585.32	1,460.00	(1,125.32)	177.1
10-60-530 COMMUNITY RELATIONS/JULY 4TH	5,623.18	6,649.66	9,000.00	2,350.34	73.9
10-60-704 SPECIAL ACTIVITIES	.00	282.76	800.00	517.24	35.4
10-60-706 COMMUNITY CENTER	.00	1,090.69	800.00	(290.69)	136.3
TOTAL PARKS & RECREATION	5,883.76	12,449.45	12,060.00	(389.45)	103.2
<u>LIBRARY AND COMMUNITY SERVICES</u>					
10-62-100 PERSONNEL SERVICES	6,343.52	86,905.47	81,133.00	(5,772.47)	107.1
10-62-105 OVERTIME	.00	.00	100.00	100.00	.0
10-62-130 EMPLOYEE BENEFITS	1,357.37	21,776.57	14,810.00	(6,966.57)	147.0
10-62-271 TELEPHONE	120.27	1,631.05	1,575.00	(56.05)	103.6
10-62-280 INSURANCE	.00	198.22	.00	(198.22)	.0
10-62-290 OFFICE SUPPLIES	45.58	1,799.15	2,500.00	700.85	72.0
10-62-300 PRINTING	101.88	461.95	.00	(461.95)	.0
10-62-340 UTILITIES	549.44	7,676.77	7,420.00	(256.77)	103.5
10-62-366 INMATE LABOR	240.65	1,924.03	1,300.00	(624.03)	148.0
10-62-460 MAINTENANCE AND SUPPLIES	.00	4.96	100.00	95.04	5.0
10-62-462 PEST CONTROL	39.00	486.00	600.00	114.00	81.0
10-62-476 FUEL	.00	30.93	80.00	49.07	38.7
10-62-480 COMPUTER EXPENSE	.00	1,250.00	1,500.00	250.00	83.3
10-62-481 INTERNET	.00	13,107.18	3,800.00	(9,307.18)	344.9
10-62-620 VEHICLE REPAIR & MAINT	.00	.00	300.00	300.00	.0
10-62-621 DEBT: E-RATE	.00	2,538.68	.00	(2,538.68)	.0
10-62-640 MEMBERSHIP	.00	65.00	100.00	35.00	65.0
10-62-660 TRAVEL AND TRAINING	.00	320.00	500.00	180.00	64.0
10-62-701 E-RATE	.00	.00	9,000.00	9,000.00	.0
10-62-703 COMMUNITY RELATIONS	.00	.00	200.00	200.00	.0
10-62-705 CAPITAL OUTLAY	135.75	917.12	3,700.00	2,782.88	24.8
TOTAL LIBRARY AND COMMUNITY SERVICES	8,933.46	141,093.08	128,718.00	(12,375.08)	109.6

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEXPENDED	PCNT
<u>CITY BUS</u>						
10-65-280 INSURANCE	3,337.49	3,337.49	700.00	(	2,637.49)	476.8
10-65-470 VEHICLE EXPENSE	385.64	2,143.40	.00	(	2,143.40)	.0
10-65-475 FUEL EXPENSE	.00	307.39	.00	(	307.39)	.0
10-65-480 BUS LINE EXP	74.10	814.31	2,000.00		1,185.69	40.7
TOTAL CITY BUS	3,797.23	6,602.59	2,700.00	(	3,902.59)	244.5
<u>SENIOR CENTER</u>						
10-68-290 SUPPLIES	.00	1,012.65	1,650.00		637.35	61.4
10-68-340 UTILITIES	337.02	3,346.29	3,000.00	(	346.29)	111.5
10-68-462 PEST CONTROL	10.00	30.00	600.00		570.00	5.0
10-68-463 EQUIPMENT REPAIR	.00	.00	1,000.00		1,000.00	.0
TOTAL SENIOR CENTER	347.02	4,388.94	6,250.00		1,861.06	70.2
<u>TOWN GRANTS</u>						
10-69-800 DONATIONS - ANIMAL CONTROL	.00	.00	1,000.00		1,000.00	.0
10-69-802 LIBRARY DONATIONS EXP	532.56	1,638.46	3,000.00		1,361.54	54.6
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	3,000.00	4,677.72	50,000.00		45,322.28	9.4
10-69-807 SENIOR CENTER GRANT EXP	.00	.00	25,000.00		25,000.00	.0
10-69-808 SUMMER SPLASH GRANT EXP	92.70	949.03	5,000.00		4,050.97	19.0
10-69-810 E-RATE GRANT EXP	.00	10,955.25	25,000.00		14,044.75	43.8
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	15,306.11	50,000.00		34,693.89	30.6
10-69-849 BUS LINE EXP	942.25	9,120.21	.00	(	9,120.21)	.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	4,567.51	80,640.37	2,844,000.00		2,763,359.63	2.8

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	247,676.60	1,932,159.58	4,881,302.00	2,949,142.42	39.6
NET REVENUE OVER EXPENDITURES	(58,210.02)	(57,669.70)	.00	57,669.70	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
12-30-800 DHS GRANT BP O/T	.00	49,385.98	185,000.00	135,614.02	26.7
TOTAL REVENUE	.00	49,385.98	185,000.00	135,614.02	26.7
TOTAL FUND REVENUE	.00	49,385.98	185,000.00	135,614.02	26.7

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
12-40-130 EMPLOYEE BENEFITS	201.71	1,796.07	185,000.00	183,203.93	1.0
12-40-131 DUI TASK FORCE OVER TIME	.00	771.56	.00	(771.56)	.0
12-40-135 PUBLIC SAFETY RETIREMENT	472.28	5,382.27	.00	(5,382.27)	.0
12-40-840 AUTHORIZED EXPENDITURES	1,804.36	20,515.55	.00	(20,515.55)	.0
TOTAL EXPENDITURES	<u>2,478.35</u>	<u>28,465.45</u>	<u>185,000.00</u>	<u>156,534.55</u>	<u>15.4</u>
TOTAL FUND EXPENDITURES	<u>2,478.35</u>	<u>28,465.45</u>	<u>185,000.00</u>	<u>156,534.55</u>	<u>15.4</u>
NET REVENUE OVER EXPENDITURES	<u>(2,478.35)</u>	<u>20,920.53</u>	<u>.00</u>	<u>(20,920.53)</u>	<u>.0</u>

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
20-30-200 FINES AND BAILS	7,660.92	140,800.78	174,000.00	33,199.22	80.9
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	7,660.92	140,800.78	174,300.00	33,499.22	80.8
TOTAL FUND REVENUE	7,660.92	140,800.78	174,300.00	33,499.22	80.8

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
20-40-200 FINES AND BAILS	21,477.84	157,067.05	174,000.00	16,932.95	90.3
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	<u>21,477.84</u>	<u>157,067.05</u>	<u>174,300.00</u>	<u>17,232.95</u>	<u>90.1</u>
TOTAL FUND EXPENDITURES	<u>21,477.84</u>	<u>157,067.05</u>	<u>174,300.00</u>	<u>17,232.95</u>	<u>90.1</u>
NET REVENUE OVER EXPENDITURES	<u>(13,816.92)</u>	<u>(16,266.27)</u>	<u>.00</u>	<u>16,266.27</u>	<u>.0</u>

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

VOL FIREFIGHTER PENSION FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
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

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

VOL FIREFIGHTER PENSION FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
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

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

ROAD USER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>						
23-30-300	GAS TAX REVENUES - HURF	12,460.75	135,174.67	150,677.00	15,502.33	89.7
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		12,460.75	135,174.67	167,777.00	32,602.33	80.6
TOTAL FUND REVENUE		12,460.75	135,174.67	167,777.00	32,602.33	80.6

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROAD USERS ADMIN</u>					
23-40-340 UTILITIES	.00	14,027.51	.00	(14,027.51)	.0
23-40-460 MAINTENANCE AND SUPPLIES	.00	1,901.68	4,050.00	2,148.32	47.0
23-40-475 FUEL	268.64	5,206.77	1,080.00	(4,126.77)	482.1
23-40-490 ROAD REPAIR	.00	1,820.00	71,422.00	69,602.00	2.6
23-40-610 EQUIPMENT REPAIR	.00	10,459.17	7,500.00	(2,959.17)	139.5
23-40-831 CAPITAL OUTLAY	.00	.00	83,725.00	83,725.00	.0
TOTAL ROAD USERS ADMIN	268.64	33,415.13	167,777.00	134,361.87	19.9
TOTAL FUND EXPENDITURES	268.64	33,415.13	167,777.00	134,361.87	19.9
NET REVENUE OVER EXPENDITURES	12,192.11	101,759.54	.00	(101,759.54)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

STATE HURF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>						
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

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

STATE HURF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE HURF EXPENDITURES</u>					
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

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

GRANT OPPORTUNITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT REVENUE</u>						
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

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

GRANT OPPORTUNITY

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>GRANT EXPENDITURES</u>						
29-40-840	AUTHORIZED EXPENDITURES	2,100.00	54,862.50	498,736.00	443,873.50	11.0
	TOTAL GRANT EXPENDITURES	2,100.00	54,862.50	498,736.00	443,873.50	11.0
	TOTAL FUND EXPENDITURES	2,100.00	54,862.50	498,736.00	443,873.50	11.0
	NET REVENUE OVER EXPENDITURES	(2,100.00)	(54,742.50)	.00	54,742.50	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

EFFLUENT RECHARGE PROJ

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT REVENUE</u>					
31-30-851 WIFA DISBURSEMENT	.00	1,740,965.24	1,770,000.00	29,034.76	98.4
TOTAL GRANT REVENUE	.00	1,740,965.24	1,770,000.00	29,034.76	98.4
TOTAL FUND REVENUE	.00	1,740,965.24	1,770,000.00	29,034.76	98.4

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

EFFLUENT RECHARGE PROJ

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT EXPENDITURES</u>					
31-40-850 SEWER CLOSURE CONSTRUCTION	.00	1,732,210.71	1,770,000.00	37,789.29	97.9
TOTAL GRANT EXPENDITURES	.00	1,732,210.71	1,770,000.00	37,789.29	97.9
TOTAL FUND EXPENDITURES	.00	1,732,210.71	1,770,000.00	37,789.29	97.9
NET REVENUE OVER EXPENDITURES	.00	8,754.53	.00	(8,754.53)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
51-30-200 WATER SALES	41,381.71	361,063.35	388,000.00	26,936.65	93.1
51-30-202 RC: RECONNECT FEE	.00	7.60	1,000.00	992.40	.8
51-30-203 WTO: WATER TURN ON FEE	.00	720.00	.00	(720.00)	.0
51-30-300 CONNECTION FEES	120.00	1,395.00	1,300.00	(95.00)	107.3
51-30-400 PENALTIES & FORFEITURES	(72.95)	6,609.37	6,000.00	(609.37)	110.2
51-30-900 MISCELLANEOUS	.00	725.16	.00	(725.16)	.0
51-30-950 WF SAVINGS TRANSFERS IN	.00	.00	5,000.00	5,000.00	.0
TOTAL REVENUE	41,428.76	370,520.48	401,300.00	30,779.52	92.3
TOTAL FUND REVENUE	41,428.76	370,520.48	401,300.00	30,779.52	92.3

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
51-40-100 PERSONNEL SERVICES	8,422.47	101,379.77	102,813.00	1,433.23	98.6
51-40-105 OVERTIME	365.39	1,994.13	4,000.00	2,005.87	49.9
51-40-107 STAND BY TIME	.00	.00	3,510.00	3,510.00	.0
51-40-110 UNIFORM EXPENSE	269.99	1,904.56	2,400.00	495.44	79.4
51-40-130 EMPLOYEE BENEFITS	2,360.53	23,748.57	30,000.00	6,251.43	79.2
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	255.53	1,350.82	.00	(1,350.82)	.0
51-40-340 UTILITIES	4,325.53	41,468.13	47,000.00	5,531.87	88.2
51-40-360 CONTRACT LABOR	922.41	6,863.19	10,000.00	3,136.81	68.6
51-40-366 INMATE LABOR	227.35	227.35	.00	(227.35)	.0
51-40-370 SALES TAX	.00	11,763.28	30,000.00	18,236.72	39.2
51-40-440 POSTAGE	.00	2,710.66	3,000.00	289.34	90.4
51-40-460 MAINTENANCE & SUPPLIES	1,904.18	10,957.24	20,000.00	9,042.76	54.8
51-40-470 VEHICLE EXPENSE	.00	8,163.88	11,000.00	2,836.12	74.2
51-40-472 METER REPLACEMENT	.00	7,183.92	14,477.00	7,293.08	49.6
51-40-475 FUEL EXPENSE	1,046.67	10,004.01	10,000.00	(4.01)	100.0
51-40-476 DIESEL FUEL	.00	1,300.77	4,000.00	2,699.23	32.5
51-40-480 COMPUTER EXPENSE	.00	.00	100.00	100.00	.0
51-40-510 WATER TESTS	64.50	1,259.20	7,500.00	6,240.80	16.8
51-40-610 EQUIPMENT MAINTENANCE	.00	19,606.86	21,000.00	1,393.14	93.4
51-40-640 MEMBERSHIP	.00	1,000.00	.00	(1,000.00)	.0
51-40-650 PROFESSIONAL SERVICES	1,519.25	35,627.60	40,000.00	4,372.40	89.1
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	<u>21,683.80</u>	<u>338,960.39</u>	<u>401,300.00</u>	<u>62,339.61</u>	<u>84.5</u>
TOTAL FUND EXPENDITURES	<u>21,683.80</u>	<u>338,960.39</u>	<u>401,300.00</u>	<u>62,339.61</u>	<u>84.5</u>
NET REVENUE OVER EXPENDITURES	<u>19,744.96</u>	<u>31,560.09</u>	<u>.00</u>	<u>(31,560.09)</u>	<u>.0</u>

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
52-30-100 INTEREST EARNINGS	.00	.00	200.00	200.00	.0
52-30-200 SEWER SERVICES	23,534.89	263,339.18	254,000.00	(9,339.18)	103.7
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	23,534.89	263,339.18	266,277.00	2,937.82	98.9
TOTAL FUND REVENUE	23,534.89	263,339.18	266,277.00	2,937.82	98.9

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER EXPENDITURES</u>					
52-40-100 PERSONNEL SERVICES	7,012.42	84,320.72	85,115.00	794.28	99.1
52-40-105 OVERTIME	364.11	1,532.78	800.00	(732.78)	191.6
52-40-107 STAND BY TIME	.00	.00	3,510.00	3,510.00	.0
52-40-110 UNIFORM EXPENSE	154.28	1,236.00	1,000.00	(236.00)	123.6
52-40-130 EMPLOYEE BENEFITS	1,825.44	18,204.55	32,000.00	13,795.45	56.9
52-40-280 INSURANCE	.00	99.12	2,000.00	1,900.88	5.0
52-40-300 PRINTING	255.53	255.53	.00	(255.53)	.0
52-40-340 UTILITIES	774.99	6,785.72	7,500.00	714.28	90.5
52-40-360 CONTRACT LABOR	822.40	8,374.87	7,500.00	(874.87)	111.7
52-40-366 INMATE LABOR	227.35	227.35	.00	(227.35)	.0
52-40-440 POSTAGE	.00	525.00	1,500.00	975.00	35.0
52-40-460 MAINTENANCE AND SUPPLIES	171.31	2,092.91	11,000.00	8,907.09	19.0
52-40-470 VEHICLE EXPENSE	.00	3,088.70	3,000.00	(88.70)	103.0
52-40-475 FUEL	1,074.51	7,277.12	10,000.00	2,722.88	72.8
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	330.67	2,878.40	7,500.00	4,621.60	38.4
52-40-630 SEWER CHEMICALS	.00	535.50	1,100.00	564.50	48.7
52-40-650 PROFESSIONAL SERVICES	806.25	8,001.75	12,000.00	3,998.25	66.7
52-40-702 SEWAGE POND COMPLIANCE	848.50	5,725.50	4,000.00	(1,725.50)	143.1
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	14,667.76	154,149.52	266,277.00	112,127.48	57.9
TOTAL FUND EXPENDITURES	14,667.76	154,149.52	266,277.00	112,127.48	57.9
NET REVENUE OVER EXPENDITURES	8,867.13	109,189.66	.00	(109,189.66)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

GARBAGE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>						
54-30-100	INTEREST EARNINGS	.00	.00	200.00	200.00	.0
54-30-200	SALES RECEIPTS	11,257.05	146,376.02	147,175.00	798.98	99.5
	TOTAL REVENUE	<u>11,257.05</u>	<u>146,376.02</u>	<u>147,375.00</u>	<u>998.98</u>	<u>99.3</u>
	TOTAL FUND REVENUE	<u>11,257.05</u>	<u>146,376.02</u>	<u>147,375.00</u>	<u>998.98</u>	<u>99.3</u>

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GARBAGE EXPENDITURES</u>					
54-40-360 CONTRACT LABOR	24,099.09	145,623.12	132,000.00	(13,623.12)	110.3
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	.00	2,280.29	14,375.00	12,094.71	15.9
TOTAL GARBAGE EXPENDITURES	24,099.09	147,903.41	147,375.00	(528.41)	100.4
TOTAL FUND EXPENDITURES	24,099.09	147,903.41	147,375.00	(528.41)	100.4
NET REVENUE OVER EXPENDITURES	(12,842.04)	(1,527.39)	.00	1,527.39	.0

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
55-30-100 INTEREST EARNINGS	.00	.00	500.00	500.00	.0
55-30-200 SALES - LANDFILL	114,138.57	1,312,929.82	1,318,271.00	5,341.18	99.6
55-30-201 LATE PENALTIES	.00	.00	500.00	500.00	.0
55-30-205 MISC.REVENUE	.00	80.00	800.00	720.00	10.0
55-30-210 TIPPING FEES	19,446.80	175,387.80	142,500.00	(32,887.80)	123.1
55-30-930 CONTINGENCY	.00	.00	50,000.00	50,000.00	.0
TOTAL REVENUE	133,585.37	1,488,397.62	1,512,571.00	24,173.38	98.4
<u>SOURCE 36</u>					
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	133,585.37	1,488,397.62	1,562,571.00	74,173.38	95.3

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LANDFILL EXPENDITURES</u>					
55-40-100 PERSONNEL SERVICES	13,268.58	225,586.74	220,000.00	(5,586.74)	102.5
55-40-101 UNSUPPORTED COSTS	.00	195.00	.00	(195.00)	.0
55-40-105 OVERTIME	1,541.70	12,255.08	16,000.00	3,744.92	76.6
55-40-110 UNIFORM EXPENSE	1,097.76	6,239.02	6,000.00	(239.02)	104.0
55-40-130 EMPLOYEE BENEFITS	3,230.99	53,710.63	80,000.00	26,289.37	67.1
55-40-265 BANK COSTS/FEES	2,529.05	37,620.43	38,000.00	379.57	99.0
55-40-280 INSURANCE	.00	594.71	6,000.00	5,405.29	9.9
55-40-290 OFFICE SUPPLIES	.00	701.95	600.00	(101.95)	117.0
55-40-300 PRINTING	149.44	477.38	.00	(477.38)	.0
55-40-337 PROPERTY LEASE	52,000.00	624,000.00	624,000.00	.00	100.0
55-40-338 LF FINANCIAL ASSURANCE	.00	40,000.00	40,000.00	.00	100.0
55-40-340 UTILITIES	824.95	9,911.38	10,000.00	88.62	99.1
55-40-350 SAFETY EQUIPMENT	.00	129.91	1,500.00	1,370.09	8.7
55-40-360 CONTRACT LABOR	502.89	23,564.21	25,000.00	1,435.79	94.3
55-40-366 INMATE LABOR	168.41	168.41	.00	(168.41)	.0
55-40-440 POSTAGE	.00	764.56	500.00	(264.56)	152.9
55-40-460 MAINTENANCE & SUPPLIES	8,189.80	38,370.86	50,000.00	11,629.14	76.7
55-40-470 VEHICLE EXPENSE	1,375.00	2,860.43	5,000.00	2,139.57	57.2
55-40-475 FUEL EXPENSE	9,035.55	112,572.54	72,500.00	(40,072.54)	155.3
55-40-480 COMPUTER EXPENSE	86.47	529.73	1,500.00	970.27	35.3
55-40-515 ENGINEERING SERVICES	.00	3,190.00	1,000.00	(2,190.00)	319.0
55-40-516 ADEQ FEES	4,509.97	12,448.72	15,000.00	2,551.28	83.0
55-40-610 EQUIPMENT MAINTENANCE	4,827.40	136,079.22	54,000.00	(82,079.22)	252.0
55-40-650 PROFESSIONAL SERVICES/AUDIT	812.50	17,015.50	22,000.00	4,984.50	77.3
55-40-660 TRAVEL - TRAVEL/TRAINING	.00	5,230.25	2,900.00	(2,330.25)	180.4
55-40-705 CAPITAL LEASE	21,000.00	75,117.52	81,180.00	6,062.48	92.5
55-40-710 CAPITAL EQUIPMENT	.00	.00	70,000.00	70,000.00	.0
55-40-840 LANDFILL CAPITAL OUTLAY	34,940.00	57,165.00	63,891.00	6,726.00	89.5
55-40-846 CONTINGENCY EXP	29,240.52	29,240.52	50,000.00	20,759.48	58.5
55-40-855 METHANE MONITORING	1,975.00	5,968.45	6,000.00	31.55	99.5
TOTAL LANDFILL EXPENDITURES	191,305.98	1,531,708.15	1,562,571.00	30,862.85	98.0
TOTAL FUND EXPENDITURES	191,305.98	1,531,708.15	1,562,571.00	30,862.85	98.0
NET REVENUE OVER EXPENDITURES	(57,720.61)	(43,310.53)	.00	43,310.53	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

HOLIDAY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
86-30-200 HOLIDAY FUND DONATION	353.00	3,329.00	4,000.00	671.00	83.2
TOTAL REVENUE	353.00	3,329.00	4,000.00	671.00	83.2
TOTAL FUND REVENUE	353.00	3,329.00	4,000.00	671.00	83.2

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

HOLIDAY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HOLIDAY FUND EXPENDITURES</u>						
86-40-100	CHILDREN'S FUND GIFTS/FOOD	.00	1,615.71	4,000.00	2,384.29	40.4
	TOTAL HOLIDAY FUND EXPENDITURES	.00	1,615.71	4,000.00	2,384.29	40.4
	TOTAL FUND EXPENDITURES	.00	1,615.71	4,000.00	2,384.29	40.4
	NET REVENUE OVER EXPENDITURES	353.00	1,713.29	.00	(1,713.29)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

AMERICAN RELIEF PROGRAM ACT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 30</u>					
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

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2022

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



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

Short-Term Facility Use Agreement

This Agreement is made by and between the Town of Huachuca City, hereinafter referred to as "Town," and the Fraternal Order of Police, Chapter/Huachuca Lodge 28, hereinafter referred to as "Sponsor."

WITNESSETH:

WHEREAS, the Town owns certain facilities described in this Agreement which, from time to time, are available for use/rent; and

WHEREAS, Sponsor desires to use the Town's below-described property for the purposes herein contained.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Town and Sponsor agree as follows:

1.0 LICENSE:

The Town hereby grants permission to Sponsor to use the following described property: 813 Arizona Street, including the building and parking areas, hereinafter referred to as "Facility," for the purpose of establishing a haunted house for Halloween to be open to the public, and to collect donations for non-profit purposes. The Sponsor shall be responsible for providing security for the event as well as toilet facilities (porta-potties).

2.0 TERM:

2.1 Sponsor shall be permitted to use and occupy the Facility from August 5, 2022, to November 15, 2022, for the purpose stated above.

2.2 Time shall be of the essence of this agreement, and the time granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the Facility Manager, hereinafter referred to as "Manager;" and all additional time shall be paid for according to the schedule of fees as established by the Town.

2.3 In the event that the Facility is not vacated by Sponsor at the time specified in this Agreement, the Town shall be and is hereby authorized to move from Facility, at the expense of Sponsor (including any storage costs), goods, wares, merchandise, or other property of any kind and description, which may be then occupying the Facility. The Town shall not be liable for any damages or loss to said goods, wares, merchandise, or other property which may be sustained, either by reasons of such

removal or the place to which it may be removed, and the Town is hereby expressly released from all claims for damages of whatever kind or nature.

3.0 FEE:

So long as Sponsor only uses the Facility as described above, performs the work listed in Addendum A, and vacates the property by November 15, 2022, in broom clean condition, the Town agrees to waive the fees.

4.0 PAYMENT:

Sponsor agrees to pay any fees due under this Agreement in cash, certified check, or bank cashier's check.

5.0 APPLICABLE LAWS:

Sponsor agrees to comply with all laws, ordinances, and rules of the Town, the State of Arizona, and the United States, together with all rules and regulations of the Police and Fire Departments of the Town applicable to the use of Facility. The parties agree that the Cochise County Superior Court shall have exclusive jurisdiction over any legal proceeding arising out of or related to this Agreement.

6.0 RESTRICTIONS ON USE:

Sponsor agrees that it will not stage any act or performance in which fire or flames are involved without the prior approval of Manager.

7.0 ADVERTISING:

The Town's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval by the Manager.

8.0 CAPACITY:

Sponsor agrees that it will not distribute, or permit to be distributed in any manner, tickets or invitations in excess of the Facility's capacity, which for this event is 250 nor admit a larger number of persons than can safely and freely move about in the space contracted for; and the decision of the Manager or Town Building Official with respect to questions raised under this paragraph shall be final.

9.0 ALTERATIONS, DECORATIONS, AND DAMAGE:

9.1 Sponsor shall not in any way damage the Facility and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred, or substantially defaced. Also, Sponsor will not make or allow to be made any alterations of any kind without the written permission of the Manager.

9.2 If Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of Sponsor, or Sponsor's agent, employees, patrons, guests or invitees, or any person(s) admitted to the Facility by Sponsor, Sponsor shall pay the Town, upon demand, such sum as shall be necessary to restore said Facility to its original condition.

10.0 ADDITIONAL USERS:

Sponsor shall be the only user of the Facility, and Sponsor shall conduct its activities so as not to interfere with neighboring properties or their inhabitants.

11.0 VIOLATION:

If at any time the uses of the Facility by the Sponsor violate an applicable rule, ordinance, or law of the Town, the State of Arizona, or the United States of America, Sponsor shall either cease and desist from continuing the use causing the violation or surrender the Facility forthwith upon demand of the Manager.

12.0 INDEMNIFICATION:

Sponsor agrees to defend, indemnify, and hold harmless the Town, its agents, employees and officers, from, for and against any claims, liabilities and damages, however pled or styled, for personal injury, death and property damage, arising out of Sponsor's use of the Facility. The legal defense provided by Sponsor to Town under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Town is necessary. Sponsor also agrees to defend, indemnify, and hold the Town harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

13.0 INSURANCE:

Sponsor agrees to obtain, at its own cost and expense, general liability insurance in the sum of not less than \$1 million dollars per occurrence; and Sponsor shall, at the time of the execution of this Agreement, furnish Town with a copy of said policy or a certificate that such insurance has been issued, and Town shall be named as an additional insured thereunder.

14.0 ASSIGNMENT:

Sponsor shall not assign or transfer this Agreement or sublet any portion thereof without the written consent of the Town.

15.0 INDEPENDENT CONTRACTOR:

Sponsor is an independent contractor and not the agent or employee of the Town.

16.0 INSPECTION:

Sponsor agrees that the Manager, or Manager's designee, may enter upon the Facility at all reasonable times to make inspections in conformity with this Agreement.

17.0 RE-ENTRY BY THE TOWN:

If the Facility should become vacant during the term of this Agreement, the Town, or its representative, may reenter the Facility without being liable for any prosecution therefor, and may terminate this Agreement, at its option. Nothing herein shall be construed as relieving the Sponsor of its obligations hereunder.

18.0 DEFAULT BY SPONSOR:

If Sponsor defaults as to any of the terms of the Agreement, the Town, at its option, may terminate the Agreement and reenter the Facility. If a suit or action is instituted by the Town to enforce compliance with this Agreement, the Town shall be entitled, in addition to the costs and disbursements provided by statute, to an additional sum for reasonable attorney's fees, and court costs, in an amount to be determined by the court.

19.0 ENTIRE AGREEMENT; MODIFICATION:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

20.0 SEVERABILITY:

In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, by a court of competent jurisdiction, the validity of the remaining portions of this Agreement shall not be affected.

21.0 WAIVER:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

22.0 NON-DISCRIMINATION:

Town and Sponsor agree that neither will discriminate against any individual on the basis of age, sex, sexual orientation, gender identity race, creed, color, religious belief, national origin, disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a disabled person, and that the Sponsor agrees to comply with all state and federal rules, laws and regulations, and policies that the Town promulgates and to which the Town is subject.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 28th day of July, 2022.

TOWN OF HUACHUCA CITY

By _____
Johann Wallace
Mayor

SPONSOR

By _____
Print Name
Print Title

For Office Use Only

Rental fee waived

Justification for waiving fee: _____

Authorizing signature: _____

Date: _____

ADDENDUM A

The Fraternal Order of Police, Huachuca Lodge 28 will perform the following work in exchange for a waiver of fees associated with use of the building located at 813 Arizona Street:

- clean up around the outside of building and patio to include cutting/removing weeds
- spot paint inside
- clean up inside to include removing debris
- remove or encase large mirror and protruding wires/conduit around the mirror

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF HUACHUCA CITY

AND

HUACHUCA CITY COMMUNITY GARDEN, INC.

RECITALS

Whereas, the Town of Huachuca City has an interest in the health and well-being of its citizens to include the availability of healthy food and promoting a healthy lifestyle, and

Whereas, the Town of Huachuca City is located in a food desert and many of its residents have limited access to fresh produce, and

Whereas, the Town of Huachuca City has an interest in creating and maintaining community spaces that benefit its citizens and create stronger community connections, and

Whereas, the Town of Huachuca City desires to help its citizens learn sustainable skills to increase access to fresh produce, and

Whereas, the Huachuca City Community Garden, Inc., henceforth referred to as "HCCG," is a non-profit corporation whose goals include increasing access to fresh produce in our communities of Huachuca City and Whetstone by growing and distributing it at no cost to those in need, teaching healthy eating and gardening techniques, and developing educational gardens in our community, and

Whereas, the Huachuca City Council has ~~already~~ granted approval for the creation of a garden on the land directly behind (north) of the library, and

Whereas, HCCG has established the community garden on the land; and

Whereas, the HCCG has the expertise to ~~plan and maintain such the a~~ garden and its goals coincide with the goals of the Town of Huachuca City and those of the Huachuca City Library, and

Whereas, the ~~proposed~~ garden will continue to have a tangible impact on the health and well-being of the Huachuca City/Whetstone Communities.

NOW THEREFORE, THE TOWN OF HUACHUCA CITY AND THE HCCG AGREE THAT:

I. STATEMENT OF PURPOSE

The HCCG will seek funding for, ~~plan, install and maintain~~ maintaining a garden area for the Town of Huachuca City on the land behind and north of the Huachuca City Library with the objective of teaching gardening techniques, producing fresh vegetables and fruit, and increasing community well-being through the creation of a new community space.

II. RESPONSIBILITIES

A. In furtherance of the purpose stated above, the Town of Huachuca City hereby agrees to the following:

1. The Town of Huachuca City will allow the HCCG continued use of the land (approximately 2 acres) behind and north of the library, located at 506 N. Gonzalez Blvd for the purpose of creating maintaining a garden space, which will serve the community through teaching and production.

2. The Town of Huachuca City will provide access to water free of charge--from the library—as necessary to maintain the garden.

3. The Town of Huachuca City will provide electricity free of charge—from the library--as necessary to build and maintain the garden.

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~~4.3.~~ The Town of Huachuca City will provide trash receptacles (2 cans) and provide for trash service in the garden area as it does in the other town parks.

~~5.4.~~ The Town of Huachuca City will maintain any permanent structures in the garden area as well as walkways and trees. The Town of Huachuca City will also provide general liability and casualty insurance coverage for the garden area and all permanent structures in the garden area, as it does for all property of the Town.

~~6.~~ The Town of Huachuca City will provide repair and replacement insurance for all permanent structures obtained by HCCG in the garden.

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~~7.5.~~ The Town of Huachuca City will provide weed control and mowing of grass in undeveloped areas surrounding the garden. HCCG will be notified and be present if chemical spraying of weeds is to be done or if trimming is to be done around the series of fourteen interconnected rainwater basins on the west side of the garden.

~~8.6.~~ The Town of Huachuca City, through the Huachuca City Library, will assist with planning, coordinating, and executing educational classes and workshops in the garden area. All such classes will be considered library programming.

~~9.7.~~ The garden remains property of the town and a town asset. It will also be open to the public only when HCCG volunteers are present in the garden ~~as are the other parks~~. By executing this Agreement, the Town grants a revocable license to HCCG to operate and maintain the garden, as herein described.

~~10.~~ If the Town of Huachuca City desires to use the garden space and/or any permanent structures in the garden for library or Town events, the Town will coordinate such usage with HCCG to ensure there is no scheduling conflict for the garden area.

B. In furtherance of the purpose stated above, the HCCG hereby agrees to the following:

1. HCCG will obtain grant money or other funding for development-maintenance of the garden, structures and fencing. ~~This MOU goes into effect contingent upon obtaining funding.~~

2. ~~Once funding has been obtained, the HCCG will~~ maintain the garden and will seek develop ~~landscape design through consultation with subject matter experts, as HCCG deems appropriate.~~

3. HCCG will ensure ~~all plans are properly staffed through town officials.~~ Final any design changes will be submitted to appropriate town officials for approval prior to commencement of any work.

4. HCCG will oversee and ~~coordinate installation of~~ maintain the garden. All new structures, permanent or temporary, will be coordinated through the town building official and all work will be

completed by licensed contractors. All permanent structures, fixtures, landscaping and other improvements shall become property of the Town, upon completion.

5. HCCG will maintain all garden areas except permanent structures and walkways.

6. HCCG will conduct educational classes/workshops. All such workshops/classes will be free of charge and will be considered an extension of library programming. As such, scheduling of classes and workshops will be coordinated with the library director.

7. All produce harvested will be made available and distributed throughout the communities of Huachuca City and Whetstone.

8. HCCG will maintain general liability insurance for its officers, members and volunteers. None of its officers, members or volunteers shall be considered employees of the Town. Attendees of classes/workshops will be considered recreational invitees of the Town for liability insurance purposes, as such classes/workshops are library programming. Public visitors to the park will also be considered recreational invitees of the Town, as the property will remain a public space belonging to the Town.

III. VOLUNTARY TERMINATION

Both parties agree to the following terms and conditions:

This Memorandum of Understanding (MOU) will begin upon its execution by both parties~~HCCG's receipt of funding~~, and will remain in effect until December 31, ~~2023~~2024, unless sooner terminated by either of the parties, as provided herein. This Agreement is renewable, at the mutual option of the parties, for additional one-year periods of time. This Agreement supersedes and replaces any other agreements between the parties.

Either party may voluntarily terminate this Agreement without cause by providing notice to the other party, in writing, declaring its intent to terminate. A voluntary termination shall be submitted with not less than 120 days' notice to the other party.

IV. TERMINATION FOR CAUSE

Either party may terminate this MOU for failure to meet the obligations as set forth for the parties. Such notice shall require 10 business days' advance written notice of the specific alleged default, with an additional 10 business days' opportunity to cure the alleged default.

V. TERMINATION REQUIREMENTS

Should this MOU be terminated by expiration and non-renewal, cancellation, voluntary termination, or termination for cause, any temporary structures will be removed by HCCG. Any permanent structures, fixtures and landscaping will remain in place as property of the Town.

VI. SEVERABILITY

If any provision of the Agreement is held illegal, unenforceable, or invalid, the legality, enforceability, and validity of the other provisions shall not by such ruling be affected or impaired. The unaffected provisions of the Agreement shall continue in full force and effect and shall be binding upon the parties hereto.

VII. MODIFICATION

Any modification of this Agreement must be in writing and signed by both parties.

VIII. NOTICE TO PARTIES

All notices, requests, demands and any other communications shall be made in writing.

IX. GOVERNING LAW AND VENUE

The terms and conditions of the Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Venue for any dispute resolution proceedings of any kind shall be in Cochise County, Arizona.

X. COMPLIANCE WITH NON-DISCRIMINATION AND IMMIGRATION LAWS

Neither Party shall discriminate against any employee or invitee 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. To the extent applicable, the parties shall comply with all applicable state and federal statutes and regulations, governing Equal Employment Opportunity and Non-Discrimination, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. At all times during the term of this Agreement, the parties shall comply with all state and 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).

XI. CANCELLATION

This Agreement is subject to cancellation by the Town for conflict of interest without penalty or further obligation as provided by A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

XII. INDEMNITY

Huachuca City Community Garden agrees to defend, hold harmless, and indemnify the Town, its elected and appointed officials, officers, employees, and agents against all losses, claims, actions, judgements, and all liability for injury to persons, including wrongful death, damage to property, or both occurring during or in consequence of the performance of this MOU where such injury or damage is related to or claimed to be related to any defect in the services delivered to the public by the Huachuca City Community Garden or to the actions, inaction, or negligence, partial or entire of the Huachuca City Community Garden, its members, contractors, volunteers, or agents. Indemnity hereunder shall not be required if the damage, injury or death is caused by the act, omission, negligence, misconduct or other fault of the Town, its officers, officials, agents, or employees in the performance of this Agreement.

XIII. ASSIGNMENT

This Agreement is non-assignable in whole or in part by either party without the written consent of the other party.

XIV. THIRD-PARTY BENEFICIARIES

Only the parties may enforce this Agreement. The parties do not intend through this Agreement to confer enforceable rights on any non-party or create any third-party beneficiaries.

XV. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede any and all previous proposals, discussions or agreements either oral or written. Any items, to include expenses and responsibilities, that are not covered under this agreement will be negotiated between the parties and will be reasonable and consistent with the terms contained within this Agreement. The Agreement shall not be modified or amended except by written instrument signed by a duly authorized representative of each party.

XVI. EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink.

XVII. NO JOINT VENTURE

Employees of the Town shall not become employees of HCCG by virtue of this Agreement; and the employees of HCCG shall not become employees of the Town by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint agency relationship between the Town and HCCG.

XVIII. RECITALS

The Recitals on the first page of this Agreement are incorporated herein as specific terms hereof.

This Agreement is hereby approved by the respective parties:

Town of Huachuca City

_____, Date: _____
By: ~~Donna Johnson Vice~~ Johann Wallace Mayor

Huachuca City Community Garden, Inc.

_____, Date: _____
By: Ann E. Aust ~~Holly Weichert~~ President

PROPOSAL COVER SHEET

BATTAGLIA & ROBERTS, P.C. ATTORNEYS AT LAW

1. Name of Proposal: Town of Huachuca City
Proposal for Prosecution Services
2. Prepared for: Town Clerk's Office
Bthorpe2@huachucacityaz.gov
3. Submittal date: July 14, 2022 at 3:00 pm
4. Submitted by: Ann P. Roberts, Esq.
Battaglia & Roberts, P.C.
P.O. Box 2315
Benson, Arizona 85602

Proposed Prosecuting Attorney: Ann P. Roberts, Esq.
Phone Number: (520) 586-2292
Fax Number: (520) 586-2293
Cell Phone Number: (520) 686-3437
E-mail Address: annroberts@theriver.com

SUBMITTAL:

A. Cover Letter:

Included

B. Qualifications and background experience in Arizona criminal law.

Performing prosecution services in various courts within Cochise County since June of 2001 on behalf of the Cochise County Attorney's Office, the City of Benson, the City of Willcox and the City of Tombstone.

C. Qualifications and background experience prosecuting and defending municipal criminal matters.

Performing municipal prosecution services since June of 2001 in the Magistrate Courts for the City of Benson, the City of Willcox and the City of Tombstone. Never performed criminal defense services.

D. The principal attorney(s) who will be assigned to the Town's municipal court must be clearly identified.

Attorney responsible for services would be Ann P. Roberts only.

E. Applicable team member profiles/resumes.

Attached resume.

F. References – contact names & numbers for at least three (3) persons familiar with the proposer's work.

KEITH BARTH, Telephone Number: (520) 508-1047
DUSTIN ESCAPULE, Telephone Number (520) 559-3590
JIM ADAMS, Telephone Number (520) 249-7837

G. Respond to the following in sufficient detail to allow appropriate evaluation, with respect to potential conflicts. The Town will determine if the nature of the conflict is of a critical or minor nature and whether the conflict should disqualify the proposal from further review.

1) Has your firm/individual ever served as a defense attorney in the municipal court of Huachuca City? No.

2) Do you have any current cases? No.

- 3) Has your firm/individual ever represented a client in a legal action against the Town? No.
- 4) Is there any other conflict, or potential conflict, involving your firm/individual of which the Town should be aware? No.

H. Proposed bid breakdown [billing rate or monthly fee, etc].

Billing would be submitted at an hourly rate of \$100.00. Billing time will include court preparation, travel time and court appearances.

I. Listing of additional expenses or services with associated costs, for which the Town could reasonably expect to be billed.

None. I will provide my own office supplies.

J. Supplementary data that will enable the Town to more adequately evaluate the firm or individual qualifications.

None.

K. Sample engagement agreement.

Draft Contract Attached.

BATTAGLIA & ROBERTS, P.C.

Attorneys at Law

167 East Fifth Street

Benson, Arizona 85602

Tel. (520) 586-2292

Fax (520) 586-2294

Mark E. Battaglia

Ann P. Roberts

Mailing Address:

P.O. Box 2315

Benson, Arizona 85602

July 12, 2022

Ms. Brandye Thorpe, Town Clerk
Town of Huachuca City
1415 W. Melody Lane
Bisbee, Arizona 85603

RE: Proposal for Municipal Prosecution Services

Dear Ms. Thorpe:

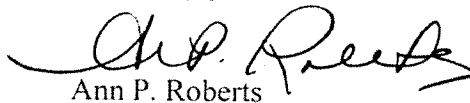
The following is an official response to be submitted for consideration in filling the position of City Prosecutor.

I have been performing prosecutorial services in various courts in Cochise County since June of 2001 and believe that I would be a good fit for the Town of Huachuca City. I have never acted as a defense attorney in any criminal matters. I have included my resume for your review.

As the prosecutor in Justice Court Precinct Three in Benson, I have been appointed as a Special Deputy for the Cochise County Attorney's Office and have contacts in the County Attorney's Office that often prove helpful in dealing with many of the defendants that appear in court. As the prosecutor for the City of Tombstone, I have been working with Judge Barth for over two (2) years and we have a very good working relationship. I have also worked with Mr. Benavidez in the past when he was in the position of Benson City Attorney.

Thank you for your assistance in this matter.

Very truly yours,


Ann P. Roberts

Battaglia & Roberts, P.C.
Attorneys at Law
167 E. 5th Street
Benson, Arizona 85602

Phone (520) 586-2292
Fax (520) 586-2294
annroberts@theriver.com

Ann P. Roberts

Summary of qualifications

Attorney at Law

Admitted to practice law in the State of Arizona since 1997.
Admitted to practice law before the United States District Court, Tucson, Arizona since 1997.
Special Deputy Cochise County Attorney since June, 2001.
City of Benson Prosecutor since June, 2001.
Twenty five years' experience in the general practice of law.
Twenty two years' experience in the practice of municipal law.
Twenty one years' experience in the practice of criminal law.

Work experience

Battaglia and Roberts, P.C. , Attorneys at Law, Benson, Arizona

Attorney October, 1997 to present

Represent clients in civil matters.

City of Benson Benson, Arizona

City Attorney June, 2001 to August, 2007

City Prosecutor June, 2001 to present

Deputy City Attorney May, 2000 to June 2001

Represented City in civil matters within the area of municipal law.

Performed prosecutorial duties in Magistrate/Justice of the Peace Courts as a Special Deputy for the Cochise County Attorney's Office and City of Benson Prosecutor.

City of Willcox Willcox, Arizona

City Attorney August, 2012 to June, 2019

City Prosecutor August, 2012 to June, 2019

Represented City in civil matters within the area of municipal law.

Performed prosecutorial duties in Magistrate Court as City Prosecutor.

City of Tombstone Tombstone, Arizona

City Attorney March, 2020 to Present

City Prosecutor March, 2020 to Present

Represented City in civil matters within the area of municipal law.

Performed prosecutorial duties in Magistrate Court as City Prosecutor.

Education	Oklahoma City University	Oklahoma City, Oklahoma	1994 to 1997
	Juris Doctor		
	Arizona State University	Tempe, Arizona	1988 to 1990
Professional memberships	Bachelor of Science, Major in Economics		
	Northern Arizona University	Flagstaff, Arizona	1986 to 1988
	Arizona State Bar Association		1997 to present
	Arizona Prosecuting Attorneys Association		2001 to present
	Arizona City Attorneys Association		2000 to 2007; 2012 to 2022
References	To be provided upon request.		

AGREEMENT FOR MUNICIPAL PROSECUTION SERVICES

This Agreement is entered into this _____ day of _____, 2022, by and between the **TOWN OF HUACHUCA CITY**, an Arizona municipal corporation, hereinafter referred to as “**TOWN**,” and **ANN P. ROBERTS**, hereinafter referred to as “**ROBERTS**”.

RECITALS:

WHEREAS, the **TOWN** is empowered pursuant to the Huachuca City Code, Title 2 “Administration and Personnel”, Chapter 2.30, “Officers in General” Section 2.30.030 “Additional Officers”, to appoint such other officers as deemed necessary that are not provided for in the Code to serve as necessary officers and to hold said office for the duration of the term granted by the appointing authority unless sooner removed by the appointing authority; and

WHEREAS, **TOWN** requires certain prosecutorial services in the Magistrate Court on a continuing basis and **ROBERTS** is willing and licensed by the State of Arizona to provide said services to **TOWN** in the position of Town Prosecutor; and

WHEREAS, the parties desire to set forth the conditions of employment and compensation in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I — TERM AND EXTENSION/RENEWAL/CHANGES

- 1.1 This Contract, as approved by the Mayor and City Council of the Town of Huachuca City shall commence on July 1, 2022 and shall terminate upon June 30, 2023 or removal by said appointing authority if before said date of termination.
- 1.2 **ROBERTS** understands that she is an employee at will and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the **TOWN** to terminate the services of the **ROBERTS**, subject to the provisions set forth in this Agreement.
- 1.3 In the event the **ROBERTS** voluntarily resigns her position with the **TOWN** at any time during the term of this Agreement, then **ROBERTS** shall provide the **TOWN** with sixty (60) days written notice in advance, unless the parties otherwise agree.
- 1.4 Any modification of the Agreement shall be with formal approval of Mayor and Town Council and upon written amendment executed by the parties hereto.

ARTICLE II — SCOPE OF WORK

- 2.1 **ROBERTS** shall serve as Town Prosecutor and will provide **TOWN** with Prosecutorial Legal Services to include, but not be limited to:
- Prosecutorial responsibilities for all Town Code Violations and citations issued by authorized Code Enforcement Officers within the Huachuca City Magistrate Court;
 - Prosecutorial responsibilities for all Citations issued by the Huachuca City Police Department within the Huachuca City Magistrate Court;
 - Any other regular legal assignments or required legal work that arises while acting in the official capacity as Town Prosecutor, including but not limited to, making filing decisions on criminal cases, with input from the police; advising the police department on the conduct of investigations, search warrants, trial preparation, and related matters; interviewing witnesses and victims of crimes and conducting all case discovery; communicating with victims and victims' advocates and complying with victims' rights requirements; representing the Town at arraignments, pretrial hearings, motions, bench and jury trials; sentencing, review hearings and appeals in connection with criminal misdemeanor cases; representing the Town at contested traffic infraction hearings when the defendant is represented by an attorney; preparing, presenting, and responding to motions, memoranda and briefs; handling any appeals; filing and prosecutes Town Code violations at the direction of the Town Manager and Town Attorney; providing activity reports, when requested by the Town Manager; providing input to the Town on proposed policies and Town Code revisions when requested by the Town Manager.
- 2.2 **ROBERTS** shall render services as the Town Prosecutor in a professional manner and shall perform the functions and duties as directed by Town Manager and Town Attorney and under Arizona law, City Code and Ordinances or as they may be amended from time to time.
- 2.3 **ROBERTS** will serve the **TOWN** diligently and faithfully according to her best ability in all respects and will use her utmost endeavors to promote the best interests of the **TOWN**.
- 2.4 The **TOWN** agrees that it will be candid and cooperative with **ROBERTS** in performance of her duties and will provide factual information and documents relating to matters being handled for the **TOWN**. If the **TOWN** has questions or concerns about **ROBERTS** work or bills, **TOWN** will bring them up promptly so that they may be addressed in a timely matter.

ARTICLE III — COMPENSATION AND PAYMENT

- 3.1 In consideration for duties and services performed in capacity as Town Prosecutor as specified in this Agreement, the **CITY** agrees to compensate **ROBERTS** at an hourly rate of **\$100.00**.

- 3.2 Invoices for services shall be provided to **TOWN** on a monthly basis and with payment due within thirty (30) days of receipt.
- 3.3 **ROBERTS** may attend annual training and may request **TOWN** reimburse her for such training. However, any requests for reimbursement for training must be preapproved by the Town Manager and/or Town Attorney.

ARTICLE IV — PERFORMANCE EVALUATION

ROBERTS' performance shall be evaluated each year unless the parties mutually agree to some other time frame. After each evaluation, the parties shall schedule a meeting to review the evaluation and determine, if necessary, any adjustments in compensation, benefits, terms and/or conditions of the continued employment of **ROBERTS**.

ARTICLE V — INSURANCE AND INDEMNIFICATION

- 5.1 **TOWN** shall provide liability insurance coverage through the Arizona Municipal Risk Retention Pool (AMRRP) or another carrier to cover Town Prosecutor in litigation arising out of carrying out the contracted scope of work that is related to the performance of the services provided by **ROBERTS**.
- 5.2 The **TOWN** shall defend, hold harmless and indemnify **ROBERTS** against any tort, professional liability claim or other legal action, arising out of an alleged act or omission occurring in the course and scope of the performance of her duties as Town Prosecutor on the same basis as other employees of the **TOWN** and to the extent permitted by law and the Town's insurance carrier coverage.
- 5.3 **ROBERTS** shall indemnify, defend, and hold harmless **TOWN**, its officers, employees and agents from and against any and all malpractice suits, actions, legal administrative proceedings, claims and costs attended thereto, arising out of any willful act, omission, fault or gross negligence by **ROBERTS** in connection with performance of this Agreement.

ARTICLE VI — “AT WILL” STATUS

The status of **ROBERTS** shall be that of an “at will employee” pursuant to the terms and conditions enumerated in this Agreement.

ARTICLE VII — ASSIGNMENT

ROBERTS shall not assign her rights to this Agreement, in whole or in part.

ARTICLE VIII — AUTHORITY TO CONTRACT

ROBERTS warrants her right and power to enter into this Agreement. If any Court or Administrative Agency determines that **TOWN** does not have authority to enter into this

Agreement, **TOWN** shall not be liable to **ROBERTS** or any third party by reason of such determination or by reason of Contract.

ARTICLE IX— TERMINATION

ROBERTS reserves the right to voluntarily terminate her employment in compliance with the notice requirement enumerated in Article I above.

ARTICLE X — NOTICE

Any Notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

CITY:
City Clerk
500 N. Gonzales Blvd.
Huachuca City, Arizona 85616

ROBERTS:
Ann P. Roberts
P.O. Box 2315
Benson, Arizona 85602

ARTICLE XI — REMEDIES

Either party may pursue any remedies provided by law for breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract. This Agreement will be governed by the laws of the State of Arizona.

ARTICLE XII — SEVERABILITY

Each provision of this Agreement stands alone, and if any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire Agreement will be severable and remain in effect.

ARTICLE XIII — ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended or extended only by a written amendment approved by Mayor and Council and executed thereby.

...
...
...

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on this _____ day of _____, 2022.

TOWN OF HUACHUCA CITY:

ROBERTS:

JOHANN R. WALLACE, MAYOR

ANN P. ROBERTS

ATTESTED:

BRANDYE THORPE, City Clerk

APPROVED AS TO FORM:

THOMAS A. BENAVIDEZ, City Attorney



ALATORRE LAW

Proposal for Municipal Prosecution Services



A. Cover letter

Dear Mayor and Council members:

For the past eight years, I have had the privilege of serving as the Town's prosecutor under the guidance of a great mentor. Today, I am proud to submit my firm's bid to continue serving the Town and its residents.

I respectfully submit that my past work for the Town is evidence of my qualifications for the position. My record of success, my understanding of the criminal justice system, and the specific needs of the Huachuca City Magistrate Court are all well documented. I have also shown an ability to work as a team with the members of the Police Department, the Court staff, and even with opposing counsel. I believe these skills and work ethic make me the best candidate for the position of Town Prosecutor.

My firm's offer is attached to this cover letter. Should you have, any questions feel free to contact me. It is my sincere hope to be able to continue to work with all of you!

Thank you!

Javier Alatorre

Sincerely,
Javier Alatorre
Shareholder/Director
Alatorre Law, P.C.

B. Qualifications & Experience

in Arizona Criminal Law

Alatorre Law, P.C. is located in Tucson, Arizona. I, Javier Alatorre, am the firm's sole shareholder and director. If the contract is awarded to my firm, I will personally be providing the services required by the contract with the assistance of at least one paralegal and one law clerk.

As my resume reflects, I hold an LL.B., a JD, and an LLM degree. I have been admitted to the practice of law for over eighteen years. I have significant experience with criminal defense matters. Since I was admitted to the Arizona Bar, my practice has been mainly focused on litigation of criminal matters. For the past 13 years, I have represented criminal defendants in all courts in Pima County and some outside of Pima County. In 2009, I served as a prosecutor for the Town of Sahuarita. In addition, I have served as a prosecutor for the Town of Huachuca City since 2014. Between 2015 and 2018, I contracted with Pima County to provide indigent criminal defense services in misdemeanor matters. Since 2017, I have been a contractor with Pima County, providing indigent criminal defense services in felony matters. In all my years of practice, I have represented criminal defendants facing charges ranging from class three misdemeanors to first-degree murder.

I have also had the privilege of appearing before the Arizona Court of Appeals, Division Two, in four separate cases arising from criminal matters adjudicated in Pima County Superior Court. Oral argument was granted in all four cases. These appeals and special actions involved issues of jury trial rights in criminal misdemeanor cases, peremptory challenges to assigned judges in criminal matters, and defendants' disclosure rights in DUI prosecutions. One of these cases set a significant constitutional precedent in our State, ensuring the right to jury trial for criminal defendants accused of unlawful imprisonment. *Kaniowsky v. Pima Cty. Consol. Justice Court*, 239 Ariz. 326, 328 (Ct. App. 2016).

C. Qualifications & Experience

prosecuting and defending municipal criminal matters.

I. Experience in prosecuting municipal criminal matters.

As stated above, in 2009, I served as a prosecutor for the Town of Sahuarita, Arizona. The position was as a backup prosecutor. As such, I covered for the Town Prosecutor's absences. In addition, the Court had a special docket on Tuesdays for Spanish-speaking defendants. Given that I am fluent in Spanish, I was asked to cover those days. My work for the Town covered the full range of prosecution services, including pre-trial negotiations, motions hearings, and trials.

In addition, since 2014, I have had the privilege to serve as Town Prosecutor for the Town of Huachuca City. In the past eight years, I have prosecuted cases involving multiple types of Town Code violations, such as zoning, littering, signs, and traffic violations. I have also handled many misdemeanor offenses, including drug charges, shoplifting, domestic violence, disorderly conduct, and DUI. I have litigated many motions in the Town's Magistrate Courts and prosecuted many bench trials.

II. Experience in defending municipal criminal matters.

Since my admission to practice law in Arizona in 2009, I have been representing criminal defendants in municipal courts throughout the State, in towns or cities like Nogales, South Tucson, Tucson, Marana, Oro Valley, Ajo, Oracle, and Florence.

The misdemeanors I have litigated in those courts include drug and paraphernalia possession, shoplifting, domestic violence, disorderly conduct, contributing to the delinquency of a minor, and DUI. My work in those cases included pre-trial negotiations, discovery disputes, motion practice, and bench and jury trials. As part of these cases, I have also been involved in appeals from municipal courts to the Superior Court and the Arizona Court of Appeals, litigating issues such as jury eligibility, discovery disputes, or appeals by the State against dismissals I have obtained for my clients.

D. The principal attorney who will be assigned to the Town's municipal court

Alatorre Law, P.C. is the organization proposing to provide services to the town. I, Javier Alatorre, am the director and sole shareholder of the corporation. The physical address for the firm is One South Church Avenue, Suite 1115, Tucson, Arizona 85701. The office phone number is (520) 377-7726, fax number is (520) 542-2010.



Javier Alatorre, Esq.
Alatorre Law ,P.C.
Shareholder/Director
Cell phone: (520) 395-5044
email: javier@alatorre.law

Team members

I am the attorney who will be providing the services on the contract. In providing the services, I will be assisted by one external contract paralegal, one part-time law clerk, and a 24/7 external receptionist service. All firm staff, other than myself, are independent contractors. I direct all staff to ensure we provide high-quality legal services to the firm's clients. Moreover, any paralegal we use to provide services to the town will have at least ten years of experience in criminal defense and/or prosecution.

The firm is open to the public from 9 am to 5 pm Monday through Friday. However, the Town, the Court, or law enforcement may contact me on my cell phone anytime.

E. Resume of Javier Alatorre, Esq.

Bar Status

Arizona Bar #027006, Admitted 2009

U.S. Federal District Court for the District of Arizona, Admitted 2009

Licensed to practice law in all States in Mexico, Cédula #4245057, Admitted 2004

Education

Arizona State University, Tempe, Arizona

Software Engineering, 2018-Present.

William S. Richardson School of Law, University of Hawaii, Honolulu, Hawaii

Juris Doctor, December 2007

William S. Richardson School of Law, University of Hawaii, Honolulu, Hawaii

Master of Laws, May 2006

Universidad Panamericana, Mexico City, Mexico.

Bachelor of Law, 2001

University of Arizona, Agnese Haury Institute for Court room interpretation, Tucson, Arizona.

Spanish-English Court Room Interpretation, Summer 1999

Professional Experience

Alatorre Law, P.C., Tucson, Az ~ January 2022 - Present.

Shareholder

- Civil Litigation.
Commercial, real estate, and general tort litigation.
- Criminal Defense.
Misdemeanor and felony criminal defense in State and Federal Court.
- Labor and employment.
Unlawful discharge, Merit Board appeals, POST Board litigation.

Benavidez Law Group, P.C., Tucson, Az ~ April 2009 - June 2022.

Associate Attorney

- Civil Litigation.
Breach of contract, Commercial Litigation, real estate disputes, tort litigation, personal injury, harassment, discrimination, wrongful discharge.
- Criminal Defense and Prosecution.
Prosecution of misdemeanors in municipal court, juvenile offender defense, misdemeanor and felony criminal defense in State and federal court.
- Domestic Relations.
Divorce, spousal maintenance, child support, paternity.

E. Resume of Javier Alatorre, Esq.

- Government and Municipal Law.
General research and representation of municipal entities.
- Labor and employment.
Breach of contract, unlawful discharge, Merit Board appeals, POST Board, EEOC discrimination complaints and litigation.
- Immigration.
Non-immigrant and immigrant visas, naturalization.
- Intellectual Property.
Trademark research, opposition, and defense with the U.S. Trademark Trial and Appeal Board; trademark coexistence agreements.
- International Law.
Mexican law and cross-border legal matters between the U.S. and Mexico, Extradition.
- Real Estate Law.
Document review, transactions, HOA disputes, real estate litigation.
- Alternative Dispute Resolution.
Mediation and arbitration; court appointed arbitrator in civil matters.
- Appellate practice.
Special Actions, appeals to Superior Court and Court of Appeals in civil, family, and criminal cases.

Pima County Public Defender's Office, Tucson, Az ~ September 2007 - July 2008

Law Clerk

- Legal Research and writing for public defender attorneys in felony criminal cases.

Law Offices of Brook Hart, Honolulu, Hawaii ~ September 2006 – December 2007

Extern

- Legal Research and writing regarding U.S., Mexico, and international criminal law issues.

William S. Richardson School of Law, Honolulu, Hawaii ~ August 2006 – December 2007

Research Assistant

- Lecture on Essential Concepts of Criminal Law, Property Crimes, and Crimes Against Persons.
- Tutor students and assist with mock examinations.
- Research and writing detailed memos and pleadings regarding U.S. criminal law.

Hawaii Innocence Project, Honolulu, Hawaii ~ Spring 2006–2011

- Research and investigate cases for post-conviction relief.
- HIP Arizona liaison with clients.

United States District Court for the District of Hawaii, Honolulu, Hawaii ~ Spring 2006

Extern (Judicial law clerk for the Hon. Michael J. Seabright)

- Legal Research and writing on matters involving Civil law, Criminal law, and Admiralty law.
- Drafted proposed rulings for the court.

E. Resume of Javier Alatorre, Esq.

Alatorre, Alatorre y Asociados, S.C., Mexico City, Mexico ~ 2000–2005

Principal Attorney & Sole Administrator

- Founded legal consultancy firm and built law firm into successful litigation practice with staff of 15, including attorneys, legal interns, and support staff.
- Litigation in civil, family, criminal, and administrative law cases.
- Real estate transactions.
- Immigration assistance in coordination with U.S. Counsel.

Seltzer Caplan McMahon Vitek, San Diego, California ~ 1999–2000

Legal Intern for Mr. Charles L. Goldberg.

- Planned and managed legal research projects on criminal defense cases.
- Prepared for litigation of civil and criminal cases.

F. References

Name: Hon. Ann Lund
Company: Magistrate Court Judge for the Town of Huachuca City.
Telephone: 520-227-3179
Email: alund@juno.com

Name: Dan J. Hochuli
Company: Town of Sahuarita, Department of Law
Telephone: 520-907-2786
Email: dhochuli@sahuaritaaz.gov

Name: Verne Hill
Company: Pima County Office of Court Appointed Counsel
Telephone: 520-724-4465
Email: verne.hill@pima.gov

G. Evaluation of potential conflicts.

- 1) Has your firm/individual ever served as a defense attorney in the municipal court of Huachuca City? Do you have any current cases? **NO**
- 2) Has your firm/individual ever represented a client in a legalaction against the Town? **NO**
- 3) Is there any other conflict, or potential conflict, involving your firm/individual of which the Town should be aware? **NO**

H. Proposed bid breakdown

Service	Proposed Fee
1) Attorney rate	\$150 per hour
2) Attorney travel time rate	\$100 per hour
3) Paralegal rate	\$80 per hour
4) Legal Assistant/Law Clerk Rate	\$25 per hour

Attorney rate. This is the hourly rate that the firm will bill for Javier Alatorre's time. This rate applies to all services provided by Mr. Alatorre under the contract except for travel time.

Travel time. This is the hourly rate the firm will bill for Javier Alatorre's travel time to the Court. The average travel time from our office is 2.5 hours round trip. However, we will bill the time traveled, which may be less on certain days.

Paralegal rate. The firm will use an experienced paralegal to prepare discovery for the Defendant and their counsel and do case preparation for the attorney. To protect victim information, from time to time, it will be necessary to redact disclosures. The firm's paralegal will perform the redaction of written disclosures. However, media redaction costs require a third-party vendor, as explained below.

Legal Assistant rate. A Legal assistant supports the firm attorney in clerical tasks that do not require formal training in law. These services include phone calls, scheduling, photocopying, etc.

I. Listing of additional expenses or services with associated costs.

Service	Proposed Fee
1) Photocopies	\$0.10 per page
2) Media redaction services	Actual amount billed by vendor
3) Postage	Actual cost of mailing
4) Delivery	Actual amount billed by vendor

Media Redaction. In the past, the Huachuca City Police Department has taken care of media disclosures directly. We understand that the HCPD contracts with Axon Evidence.com, which provides redaction software. However, if section 2. B. of the RFP requires that the firm take care of this as part of conducting all discovery and complying with victims' rights; we have a third-party vendor who can take care of it.

The redaction process. The firm's paralegal reviews all video or audio for information requiring redaction. If any redactions are required, the paralegal will create redaction instructions for our vendor. The paralegal then forwards the instructions to our vendor and provides access to the video or audio file for redaction. The vendor performs redactions and renders a new file with the information redacted. The paralegal then reviews the video to ensure sensitive information has been removed. This is the file that is disclosed to defense counsel. The vendor will not keep copies of the video after work is completed.

Vendor cost. As of this writing, our vendor charges \$100 per hour.

J. Supplemental Data

None at this time.

K. Sample Engagement Agreement

Attached.



ALATORRE LAW
SAMPLE ENGAGEMENT AGREEMENT

Prepared for:

Town of Huachuca City
500 N. Gonzales Blvd.
Huachuca City, Arizona
United States, 85616
bthorpe2@huachucacityaz.gov

Date Prepared: Jul 12, 2022

Prepared by:

Javier Alatorre, Esq.
1 S. Church Ave., Suite 1115
Tucson, Arizona, 85701
Alatorre Law, P.C.

SCOPE: Town of Huachuca City (the "Town") hires Alatorre Law, P.C. (ALPC) to provide Municipal Prosecution Services for the Town. Pursuant to this agreement, the firm's Director, Javier Alatorre, Esq. will serve as, and perform all functions of, the Town Prosecutor for the Town of Huachuca City including all of the following:

1. Making filing decisions on criminal cases, with input from the police;
2. Advise the police department on the conduct of investigations, search warrants, trial preparation, and related matters;
3. interviews witnesses and victims of crimes;
4. Conduct all case discovery;
5. Communicate with victims and victims' advocates and comply with victims' rights requirements;
6. Represent the Town at arraignments, pretrial hearings, motions, bench and jury trials; sentencings, review hearings and appeals in connection with criminal misdemeanor cases;
7. Represent the Town at contested traffic infraction hearings when the defendant is represented by an attorney;
8. Prepare, present, and respond to motions, memoranda and briefs presented in the criminal misdemeanor cases being prosecuted at the Town Magistrate Court;
9. Handles any appeals that derive from the criminal misdemeanor cases being prosecuted at the Town Magistrate Court;
10. Files complaints for and prosecute Town Code violations at the direction of the Town Manager and Town Attorney;
11. Provide activity reports, when requested by the Town Manager;
12. Provides input to the Town on proposed policies and Town Code revisions when requested by the Town Manager.
13. Handles any proceedings in Cochise County Superior Court that derive from the criminal misdemeanor cases being prosecuted at the Town Magistrate Court.

Any expansion of these services must be set forth in writing under a separate agreement.

LENGHT OF SERVICES: The firm shall provide the services described herein for an initial period beginning on or about **August 1, 2022** through **July 30, 2023**, with options to extend for successive periods by mutual agreement.

FEES AND COSTS: Alatorre Law, P.C. has been retained pursuant to its proposal to the Town of Huachuca City. The billing rates, costs and expenses agreed upon are those contained the firm's proposal which is attached hereto as Exhibit A.

BILLING: We will bill you every month for services performed in the preceding month. The monthly invoice will identify the services performed, the fees charged for those services, and costs and expenses incurred.

PAYMENT OF INVOICES. Alatorre Law, P.C., invoices are due upon receipt by you and are considered past due on the 15th day of the month the bill was sent. Late charges will be added at the rate of 1½% per month, compounded, on an invoice for which the firm has not received payment at the end of the month the bill was sent. The firm reserves the right to decline to perform further services if your account is sixty (60) days or more past due. Subject, of course, to our ethical obligations, you agree that the firm may terminate its legal services and withdraw from this engagement in such event. Undisputed amounts due may be deducted from any litigation or settlement proceeds belonging to you that come into the possession of Alatorre Law, P.C.

CLIENT'S RESPONSIBILITIES: We cannot effectively represent the Town without the cooperation and assistance of the Town and the Huachuca City Police Department. The Town agrees to cooperate fully with the firm and to promptly provide all information known or available to the Town relevant to our representation. The Town's obligations include timely providing requested information and documents, assisting in discovery, disclosure, and trial preparation, responding timely to telephone calls and correspondence, and informing us of changes in address, telephone numbers, and e-mail address.

TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS: Either party may terminate the representation upon a sixty (60) day written notice, subject to our obligations under the Rules of Professional Conduct and the approval of the court on any matter that is in litigation.

Unless previously terminated, our representation will terminate upon completion of the legal services described in this agreement. You understand we have no continuing obligation to represent you unless you retain us to provide additional advice or services. Any such retention must be in writing.

DOCUMENT RETENTION: Currently, it is our policy to destroy and delete files five years after the termination of the representation. If any document provided to the firm must be retained or returned to the Town or the Police Department, such documents must be identified at the time they are provided to the firm.

ARBITRATION OF FEE DISPUTES: If a dispute arises between you and us regarding our fees, the parties agree to resolve that dispute through the State Bar's Fee Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at (602) 340-7379.

E-MAIL COMMUNICATIONS: E-mail is one way in which we communicate with clients, unless we have been directed not to communicate through these means. You must be aware that any communication that can be viewed by others may no longer be privileged, and the contents may be used against you in court if a third party who has seen or has access to the communications is called to testify. We strongly discourage communications via email which can be viewed by others, including communication through your employer's e-mail system.

You have authorized Alatorre Law, P.C., and its members, to communicate with you via the following e-mail address: bthorpe2@huachucacityaz.gov. By signing this agreement you confirm that this address is confidential and cannot be accessed by your employer or any other individual.

NO ADVICE REGARDING THIS FEE AGREEMENT: We are not acting as the Town's counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend you consult with independent counsel of your choice.

NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN YOUR LEGAL MATTER. Litigation is, by its very nature, time consuming, uncertain and expensive. Furthermore, when taking a case to trial, there is always a risk of an adverse outcome. Neither I nor anyone associated with the firm has made any promise to you regarding the outcome of any matter we will prosecute for the Town. We cannot guarantee or predict the outcome of any matter, but you may be assured that the firm will workdiligently on your behalf.

Agreed and accepted by:

The Town of Huachuca City

Javier Alatorre, Esq.,
Director
Alatorre Law, P.C.

CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into this _____, 2022, by and between Huachuca City, State of Arizona (hereinafter called the "TOWN") acting herein by Suzanne Harvey, Town Manager of Huachuca City, hereunto duly authorized, and KE&G (hereinafter called the "CONTRACTOR") acting herein by _____, hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the Parks Improvements Project, CDBG Contract #126-21.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

This project is for improvements to Leffingwell Park as follows: relocate fencing on north side of Skate Park/Tennis/Basketball Court; clean, grade, and prep AC path around park; relocate/install large ramanda from Hunt Park; clean and prep area of playground; install playground equipment and surface materials; install electrical; install water fountains, purchase grills, picnic tables, garbage cans; purchase and install sign; concrete surface rehab at skate park/bb court/tennis court; and replace fixtures in restrooms

2. Contract Times

The work will be completed and ready for final payment within one hundred and twenty (120) calendar days of the date in the Notice to Proceed.

3. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN \$500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

4. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder is: Three Hundred sixty nine thousand and five hundred sixty two dollars and 90 cents (\$369,562.90) the total of the base bid.

Applications for progress payments, including amounts to be retained, shall be processed in accordance with A.R.S. § 34-221(C) and the relevant provisions of the General Conditions.

5. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Huachuca City, Arizona. Venue and jurisdiction for any conflict resolution proceeding, formal or informal, shall occur in Cochise County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

6. Insurance

The CONTRACTOR shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rate of A10, or approved by TOWN in its sole discretion and licensed to do business in the State of Arizona with policies and forms satisfactory to the TOWN.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the TOWN, constitute a material breach of this Contract.

The CONTRACTOR'S insurance shall be primary insurance as respects the TOWN, and any insurance or self-insurance maintained by the TOWN shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the TOWN.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, officers, officials and employees for any claims arising out of the CONTRACTOR's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONTRACTOR shall be solely responsible for the deductible and/or insured retention and the TOWN, at its option, may require the CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The TOWN reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The TOWN shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of, the TOWN's rights to insist on strict fulfillment of CONTRACTOR'S obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name Huachuca City, its agents, officers, officials and employees as Additional Insured.

REQUIRED COVERAGE

Commercial General Liability

CONTRACTOR shall maintain Commercial General Liability insurance with an unimpaired limit of not less than **\$2,000,000.00 for each occurrence with a \$2,000,000.00 Products/Completed Operations Aggregate and a \$2,000,000.00 General Aggregate Limit.** The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 0001 or any replacements thereof. The coverage shall not exclude X,C,U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc., Additional Insured, Form B, CG 20101185, and shall include coverage for CONTRACTOR's operations and products and completed operations.

Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of **not less than \$2,000,000.00 each occurrence** with respect to the CONTRACTOR's owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 0001, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and **\$5,000,000.00 per accident limits for bodily injury and property damage** shall apply.

Workers' Compensation

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of **not less than the statutory limits**.

In case any work is sub-contracted, the CONTRACTOR will require the Sub-Contractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONTRACTOR.

Certificates of Insurance

Prior to commencing work or services under this Contract, CONTRACTOR shall furnish the TOWN with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract, is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CONTRACTOR's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

Cancellation and Expiration Notice

Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days prior written notice to the TOWN.

7. Timely Submission of Labor Standard Forms

All forms necessary for compliance with the Davis-Bacon Act shall be delivered to SEAGO prior to issuance of the Notice to Proceed and on a weekly basis during construction.

8. Contract Documents

The contract documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following, with documents listed first taking precedence over subsequent documents in the event there is any inconsistency of any term:

This Contract and Exhibit A, Terms and Conditions
Specifications incorporated in the bidding documents
General Conditions
Bidding documents including addenda acknowledged in CONTRACTOR bid
Invitation to Bid
Information for Bidders
Bid Proposal
Bid Bond
Performance Bond
Labor & Material Payment Bond
List of Sub-Contractors
Notice to Proceed
LS-2 Contractor Certification
LS-3 Sub-Contractor Certification
Certifications
Wage Rate Determination as provided in the Bid Document
SLS Form B, Point of Contact Information Sheet
SLS Form C, Professional Firm's Sub-Firm's Certification
SLS Form E, Project Wage Rate Classifications and Additional Classifications
LS-4, Weekly Payroll Reports
LS-5, Statement of Compliance
LS-7, Notice to All Employees
Standard Form 1444, Request to Conform an Additional Classification
LS-14, Fringe Benefits Documentation
LS-15, Authorization for Deductions
LS-17, Certification of Applicable Fringe Benefit Payments
Non-Discrimination Poster
EEO - Certification Poster
EEO – It's the Law Poster
LS-9, Record of Employee Interviews
LS-10, On-Site Inspection Report
LS-11, Labor Standards Investigative Reports
LS-12, Labor Standards Enforcement Report
S3B-1, Section 3 Assurance
S3B-2, Permanent and Project Work Force Breakdown
S3B-3, Section 3 Business Self-Certification
S3C-1A, Worker Self-Certification
S3C-1B, Worker Employer Certification Form
S3C-1C, Targeted Section 3 Worker Self-Certification
S3C-1D, Targetd Section 3 Worker Employer Certification
S3P-1, Section 3 Notice Employment and Training Positions Available

S3P-2, Sample Employment Survey
S3R-1C, Contractor Report Form
Environmental Conditions (if any are included)

9. Terms and Conditions

This Agreement is subject to the provisions entitled "Terms and Conditions" attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

10. Certifications

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated June 2, 2022 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

11. Compliance with Immigration Laws and E-VERIFY Requirement.

As mandated by Arizona Revised Statutes ("A.R.S.") Section 41-4401, the TOWN is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. Section 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) The TOWN must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214(A). Therefore, in signing or performing any Contract (including this Agreement) for the TOWN, the Contractor fully understands that:

- a. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A);
- b. A breach of the warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- c. The TOWN or its designee retains the legal right to inspect the papers or any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph (a).

12. Safety

The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under this Contract. The Contractor will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.

13. Retention of Records

The Contractor shall retain all work materials and records relating to the performance of the Scope of Work of the Contract for a period of not less than three (3) years after the final payment is made under the Contract.

14. Independent Contractor

It is clearly understood that CONTRACTOR will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the TOWN. No employee or agent of CONTRACTOR or TOWN shall be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

Huachuca City

Thomas Benavidez, Town Attorney

Suzanne Harvey, Town Manager

ATTEST:

CONTRACTOR: _____

Brandy Thorpe, Town Clerk

By: _____

Its: _____

(ATTACHED EXHIBIT "A" also to be SIGNED)

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the TOWN, become TOWN'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONTRACTOR and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

- b. The TOWN may terminate this contract at any time by giving at least ten (10) days written notice to the CONTRACTOR. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.
- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Sanction, Penalties and Debarment

A breach of the Contract provisions concerning violations of federal labor standards may be grounds for termination of the Contract and result in sanctions, penalties including liquidated damages and/or debarment of the CONTRACTOR.

3. Changes

The TOWN may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be incorporated in written amendments (Change Orders) to this contract.

4. Personnel

- a. The CONTRACTOR represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The CONTRACTOR shall not assign any interest on this Contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the TOWN thereto: provided, however, that claims for money by the CONTRACTOR from the TOWN under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

6. Reports and Information

The CONTRACTOR, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.

7. Records Maintenance and Retention

The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the TOWN, ADOH, or HUD.

9. Copyright

No report, plan, drawing or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

10. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall hold the TOWN harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this Contract.

11. Section 3 Compliance with the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The CONTRACTOR agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the Sub-Contractor in this Section 3 clause, upon a finding that the Sub-Contractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not sub-contract with any Sub-Contractor where the CONTRACTOR has notice or knowledge that the Sub-Contractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

12. Interest of Members of a Governing Body

No member of the governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract and the CONTRACTOR shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the CONTRACTOR shall take appropriate steps to assure compliance.

14. Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this Contract.

15. Access for Persons with Disabilities

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

16. Clean Air Act, Clean Water Act

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the US EPA Assistant Administrator for Enforcement.

17. Federal Labor Standards Provisions

This Agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the TOWN as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the TOWN. The CONTRACTOR agrees to comply with Wage Rate Determination included in the bid package and incorporated by reference.

SEAGO will monitor compliance with such provisions and standards on behalf of Huachuca City. The successful bidder will be required, at a minimum, to complete the forms listed below in order to comply. (A brief explanation of the form and when the form is to be submitted to SEAGO is noted below). Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to contact Keith Dennis, SEAGO, at kdennis@seago.org.

LS2 CONTRACTOR's Certification Concerning Labor Standards and Prevailing Wage Requirements

A separate form is to be completed by the CONTRACTOR and submitted as a part of the bid package.

LS3 Sub-Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

This form is to be completed by each Sub-Contractor and submitted to SEAGO within ten (10) days of execution of the subcontract and a minimum of seven (7) days prior to the date the Sub-Contractor is scheduled to start work on site.

LS4 Weekly Payroll Report

This form is to be completed by each CONTRACTOR and Sub-Contractor weekly for the contract duration. Forms must be complete, correctly signed, and submitted to SEAGO within seven (7) days of the end of the work week.

Weekly Payroll Reports will be verified by SEAGO and ADOH to confirm payment of the required wages. The Weekly Payroll Reports must include all employees who have worked on the job site, including persons exempt from Davis-Bacon and Related Acts wage rate. Exempt persons are:

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A Sub-Contractor who cannot document that the business is bona fide must be listed as an employee on the prime CONTRACTOR's Weekly Payroll Report.
- b. Apprentices: The CONTRACTOR/Sub-Contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call SEAGO.
- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program.
- d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working

foremen who devote less than twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

LS5 Statement of Compliance

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by each CONTRACTOR and SUB-CONTRACTOR weekly for the duration of the Contract. **Forms must be complete and correct, signed by the appropriate person, and submitted to SEAGO WITH THE LS-4 within seven (7) days of the end of the work week.**

The LS-5 must list all deductions indicated on the LS-4 and must indicate whether the fringes were paid in cash or to an approved fringe benefit plan. The LS-5 must be signed in ink by the owner or officer as listed on the LS-2 or LS-3 or by an employee designated in writing by the owner/officer as authorized to sign.

LS7 Notice to All Employees

This notice must be **posted** on the job site prior to the start of construction and must **remain posted** during construction.

LS15 Authorization for Deductions

This form is to be completed by each CONTRACTOR and Sub-Contractor and is to be **submitted to SEAGO one (1) week prior to the first payroll.** Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form. This form may be required again if changes in deductions occur during the construction period.

The following information or action is also required in order to comply with Federal Labor Standards.

Verification of Fringe Benefit Plan

If fringe benefits are not paid in cash, each CONTRACTOR and Sub-Contractor must submit verification of each fringe benefit plan at least one (1) week prior to the first payroll by submitting the following information:

- a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the plan and the amount paid into the plan for each employee by the CONTRACTOR or Sub-Contractor.

OR

- b. A letter addressed to SEAGO from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the plan and the amount paid into the plan for each employee by the CONTRACTOR or Sub-Contractor.

Pre-construction Conference

The purpose of the pre-construction conference is to provide a forum for SEAGO, the TOWN, CONTRACTOR and Sub-Contractors to discuss the technical nature of the construction project and all of the compliance requirements of the Contract.

CONTRACTOR and Sub-Contractor representatives shall attend. It is very important that the person preparing the Weekly Payroll Sheets attend this conference as well.

Notice Provisions

The Federal Labor Standards Provisions as well as the General Wage Decision included in this bid package must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, SEAGO will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, CONTRACTOR and Sub-Contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required. Copies of the LS forms to be completed during monitoring are available from SEAGO.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

Huachuca City

Thomas Benavidez, Town Attorney

Suzanne Harvey, Town Manager

ATTEST:

CONTRACTOR:

Brandye Thorpe, Town Clerk

By: _____

Its: _____

**TOWN OF HUACHUCA CITY PARK IMPROVEMENTS
CONSTRUCTION BID SCHEDULE
7/11/2022**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
9250001	Construction Survey and Layout	LS	1	\$10,000.00	\$10,000.00
	Mobilization	LS	1	\$49,000.00	\$49,000.00
1	Concrete Surface Rehab (Skate Park, Basketball Court and Tennis Court)	LS	1	\$27,000.00	\$27,000.00
2	Irrigation System	LS	4	---	NIC
3	Sod	SF	67,893	---	NIC
4	Asphalt Path (2" AC on 3" AB)	SF	9,921	\$4.90	\$48,612.90
5	Playground Equipment	LS	1	\$76,600.00	\$76,600.00
6	Playground Fiberwood Chips (w/ excavation, filter fabric and gravel base)	SF	1,500	\$20.50	\$30,750.00
7	New Bathroom fixtures	LS	1	\$3,600.00	\$3,600.00
				TOTAL	\$245,562.90
	Bid Alternates for Leffingwell Park				
8	Relocate existing Ramada (20'x20') including concrete slab	LS	1	\$14,000.00	\$14,000.00
9	Electric stubs at each ramada	LS	1	\$68,500.00	\$68,500.00
10	Concrete Slabs under Ramadas	EA	40	---	NIC
11	Concrete Sidewalk	SF	480	---	NIC
12	Relocate swings and monkey bars	LS	4	---	NIC
13	New 6-ft Picnic Tables	EA	11	\$1,300.00	\$14,300.00
14	New Drinking Fountains	EA	2	\$4,600.00	\$9,200.00
15	New Bike Rack	EA	4	---	NIC
16	New Grills	EA	2	\$550.00	\$1,100.00
17	New Trash Receptacle	EA	2	\$1,400.00	\$2,800.00
18	Park Monument Sign	LS	1	\$5,300.00	\$5,300.00
19	Chain Link Fencing	LS	1	\$8,800.00	\$8,800.00
20	Remove existing equipment	LS	4	---	NIC
21	Remove existing vegetation and concrete	LS	4	---	NIC
				TOTAL	\$369,562.90
	CONSTRUCTION TOTAL:				

Top 10 Priorities for 2021/2022 Stephanie Fulton – Director of Library and Community Services

1. Get WIFI established down at the Community Center on Yuma Street

- For expansion of free digital services.
- We will use American Recovery Act Funds to purchase a satellite, a three-year contract with Clark Information Systems for internet service, router equipment, outdoor WIFI access points, wall-mounted lockable equipment rack.
- WIFI will be available to residents 24/7 and can be accessed from outside of the community center.
- A lot of our citizens down in lower HC are economically disadvantaged and this will go some way to alleviating some of their issues. They will be able to file for unemployment, apply for jobs or benefits, complete homework and also offer recreational opportunities.

2. Establish 1 day a week library services at the Community Center on Yuma Street

- Purchase lockable cabinets to hold a rotating book collection and other library materials that will be available for checkout.
- Establish a home location of HCCC (Huachuca City Community Center) in our integrated library system working with Cochise County Library District Staff.
- Purchase laptop devices that will be available for patron checkout along with a hotspot.
- Offer printing services at low cost.
- Renew current hotspot service and purchase some more to go with laptops.
- Establish a staff and procedure plan for starting library services at the community center, to include choosing a date, day, and time that services will be open to the community.
- This is bringing the library to those citizens who cannot, for whatever reason, cannot get to the physical library.
- We are committed to providing access to library resources which inform and enlighten all people in our community.

3. Create a Policies & Procedures Book for Library Staff

- Develop a written policies book for library staff. This will ensure consistent and fair customer service to all library patrons as well as protecting staff should conflict arise.
- Develop a Library/Senior Center Procedure Book. This will help facilitate training of new staff members as well as keeping current staff up to speed on State, District and Local library procedures. It will be a very useful reference tool for the staff.
- Create a Huachuca City Library Building Book and a Huachuca City Senior Center Building Book. These will help document and maintain equipment and repairs and record any minor or major projects in the building. It establishes a baseline of what each building contains and will be useful for inventory purposes as well as being accountable for how tax-payers' monies are spent.
- All of these items will be very useful for those who work for the library and/or city in the future and will have documented reasons as to why, how, and when certain things were set in place.

4. To plan with Town Hall Administration Staff at least 1 free community event per month

- Town Celebrations such as July 4th, Creepy Candy Cruise, Polar Express, Back to School/National Night Out etc....
- Purchase an indoor and outdoor movie license and equipment so we can start to host Family movies nights in the park and in the senior center.
- This will help boost morale for our citizens and show that we care since there are currently few recreational opportunities in the town.

5. Hold a Senior Expo Fair in January/February at the Senior Center

- Work with local businesses and non-profits to provide resources and information to our seniors.
- Topic will include Health, Estate Planning, Care Services etc....
- After the Expo has taken place, the library will create resource guide that will list all the providers and their contact details.
- This will provide a one stop information opportunity for those in our communities who need connections with service providers but are not sure where to start. The fact that it will be in one place will be beneficial for those citizens who do not have access to transportation or have disabilities that prevent them from physically visiting the library.

6. Create a 5 Year strategic plan for the library and senior center with mid to long term goals

- Strategic plans are helpful tools for libraries because they can focus the library's programs and services and help with decisions on allocating resources based on community needs and how the library can meet those needs.
- A strategic plan is a document that sets the goals that a library, network, or other organization wants to focus on during a multi-year timeframe, usually 3 to 5 years. It is intended to help the institution move towards meeting its overall mission and vision.
- Why a strategic plan?
 - ❖ Planning empowers your library to make the greatest impact possible by developing a mission, vision, goals, and objectives to guide your activities.
 - ❖ Planning helps you tailor services to meet the specific needs of your community.
 - ❖ Planning cultivates devoted and enthusiastic champions for your library.

7. To offer free monthly classes or workshops in conjunction with Cochise College/Small Business Development Center and/or other area agencies for our citizens, and more specifically, offer classes that will target our older community members or local businesses.

- Free educational classes help our citizens to help improve our town and their personal wellbeing.
- Part of a library's core service is facilitation of life-long learning.
- Living in an economically deprived area, we want to show potential citizens and businesses that the town cares about their needs and can help them by offering free to low-cost classes in a variety of topics.
- We want to make Huachuca City an attractive place to live, visit or trade in.

8. To help and support the HC Community Garden

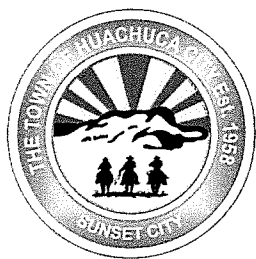
- Collaboration with the HCCG to help expand their space that will be available to all citizens.
- Continue to help facilitate delivery of free fruits and vegetables to low-income households in our community.
- To provide a dedicated space in the library to host a curated collection of books based on both physical and mental wellness.
- To help design and implement a series of classes about agriculture and health and wellness to both adults and local school children.

9. Digital Literacy

- Offer a free 2-part Linux computer class and each participant will receive a free refurbished laptop with Linux programming.
- Develop a free beginners computer class.
- This will enable some of our citizens who do not have funds to purchase a home computer system to receive one for free.
- As more and more sections of daily life move to the digital side, such as homework, filing taxes, job applications, accessing health care portals, it is important for our citizens to become knowledgeable in using a computer in order to benefit themselves.
- Working with youth programs is a long-term approach to develop a technical workforce for our area as well as preparing student for the digital workplace of the future.

10. To write grants so we can update our book collections.

- Historically the library has had a zero to little budget to purchase library materials. We have relied on a small bi-monthly amount from the Cochise County Library District to purchase a wide variety of library materials. That means that it has not been possible to keep the collections as up to date as we would like.
- A library's collection should meet the current needs of the community by providing reliable, up-to-date, and attractive materials and other information sources. In subject areas that are controversial, it also assures that a variety of opinions are represented.
- In order to meet the changing needs of their patrons, librarians must constantly evaluate their collections. When they find a weakness in a subject area of interest to their community, they must find a way to strengthen that part of their collection. If they have a number of out-of-date materials about a subject, they must remove them and replace them with sources that are more up to date.
- One important side benefit of performing a continuous collection assessment is that it helps library staff members know the collection better. By looking at the collection and evaluating it, staff members will learn more about the kinds of information that are and are not available in their library, and therefore will provide better customer service to their patrons.



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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RESOLUTION NO. 2022-17

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, ESTABLISHING THE PRIMARY PROPERTY TAX RATE AND LEVYING A TAX BY DIRECT PROPERTY TAXATION FOR TOWN PURPOSES FOR THE FISCAL YEAR 2022-2023.

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-6, Arizona Revised Statutes (A.R.S.), and following public notice, the Council met on July 7, 2022, at which meeting any taxpayer was privileged to appear and be heard in favor of or against the Town's proposed tax levy for fiscal year 2022-2023; and

WHEREAS, the Town Council is required by A.R.S. 42-17253 (C) to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each One Hundred Dollars of assessed valuation of property within the Town; and

WHEREAS, this tax levy must be adopted prior to the third Monday in August, 2022, by roll call vote of the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Huachuca City, Arizona, hereby sets and levies the primary property tax at the rate of 1.3064% per each \$100 of assessed valuation for the Fiscal Year 2022-2023.

PASSED AND ADOPTED by the Mayor and Common Council of the TOWN OF HUACHUCA CITY this 28th Day of July, 2022.

Johann Wallace, Mayor

ATTEST:

APPROVED AS TO FORM:

Brandye Thorpe, Town Clerk

Thomas Benavidez, Town Attorney