

### TOWN OF HUACHUCA CITY

The Sunset City

HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
Thursday, October 26, 2023, 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.

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- C.1 Consider approval of the Minutes of the Regular Council meeting held on October 12, 2023, including the executive session minutes.
- 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 [Director Emily Harris, MPH]: Presentation and update on the services offered to the Town's residents by Chiricahua Community Health Centers.
- E.2 Discussion and/or Action [Suzanne Harvey]: Update on potential investment options for the Town's funds.
- E.3 Discussion and/or Action [Spencer Forsberg]: Mr. Forsberg will present the Town's financials for the month of September.
- E.4 Discussion and/or Action [Stephanie Fulton]: Update on the plans for the Town's annual Holiday events.
- E.5 Discussion and/or Action [Brandye Thorpe]: Update on plans for the Town's annual Christmas Parade.
- E.6 Discussion and/or Action [Mayor Wallace]: Resolution 2023-18 A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION ["ADOT"] TO DESIGN AND CONSTRUCT A PATHWAY PROJECT ALONG SKYLINE DRIVE.
- E.7 Discussion and/or Action [Mayor Wallace]: Resolution 2023-19 A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION ["ADOT"] TO DESIGN AND CONSTRUCT IMPROVEMENTS TO A PORTION OF SKYLINE DRIVE.
- E.8 Discussion and/or Action [Mayor Wallace]: Resolution 2023-20 A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, AUTHORIZING THE TOWN TO ENTER

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INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE FOR THE ADMINISTRATION OF TRANSACTION PRIVILEGE TAXES.

- E.9 Discussion and/or Action [Suzanne Harvey]: Update concerning poly-fluoroalkyl substances (or "PFAS"), a class of man-made chemical compounds, sometimes referred to as "forever chemicals," causing widespread environmental pollution within the State. The Town has discovered that the Town's water system was already tested for PFAS contamination, and the results were negative The Town's system is not contaminated with PFAS.
- E.10 Discussion and/or Action [Mayor Wallace]: Proclamation 2023-18 A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, DECLARING THE MONTH OF NOVEMBER, 2023, AS "NATIVE AMERICAN HERITAGE MONTH."
- E.11 Discussion and/or Action [Mayor Wallace]: Proclamation 2023-19 A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, DECLARING THE MONTH OF NOVEMBER, 2023, AS "MILITARY FAMILY APPRECIATION MONTH."
- F. Reports of Current Events by Council

### G. Adjournment

Posted at 5:00 PM on October , 2023, at the following locations:

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

Ms. 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 <a href="https://www.huachucacityaz.gov">www.huachucacityaz.gov</a>

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.

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### TOWN OF HUACHUCA CITY

The Sunset City

MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
October 12, 2023 AT 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616

### A. Call to Order - Mayor

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

Roll Call.

Present: Johann Wallace, Christy Hirshberg, Cynthia Butterworth, Danielle Cardella, Jeffrey Ferro, Debra Trate, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (not voting), Town Attorney Thomas Benavidez (Not voting).

Absent: Jean Smelt.

### a. Invocation

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### D. Consent Agenda - Mayor

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

- C.1 Consider approval of the Minutes of the Regular Council meeting held on September 28, 2023.
- C.2 Consider approval of the Payment Approval Report.

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

Mayor Wallace asks Town Clerk Thorpe if a correction to the Minutes for the signed Bills had been made and asked her to specify what the correction was.

Town Clerk Thorpe answered that yes, the correction had been made and the correction was for the Garbage Fund where black had been put down instead of red.

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

Motion passed unanimously.

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

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

### E. New Business Before Council - Mayor

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E.1 Discussion and/or Action [Jackie Watkins]: The Director of Engineering and Natural Resources for Cochise County will make a presentation concerning the federally designated floodplain.

**Motion:** The Director of Engineering and Natural Resources for Cochise County will make a presentation concerning the federally designated floodplain, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mrs. Watkins greets the Council and passes out a copy of her prepared presentation and a map she brought for them. She briefly explains who she is and what her job is while thanking the Council for inviting them to come speak and giving them this opportunity to start taking this information around again after the break caused by the pandemic. She further explains that in 2019 they were working on this presentation and getting this knowledge together about the Floodplain to take to the agencies in the County when the Virus hit and shut everything down. She asks that if the Council has any feedback, they please give it.

Mrs. Watkins begins her presentation by talking about the Flood Control District (FCD) Staff and the work they do. She goes over each staff member and explains what they do. Joaquin Solis is a Floodplain Administrator / Hydrologist. He works with programs like the National Flood Insurance Program (NFIP), Municipal Separate Sewer System (MS4), He does Stormwater Ordinances, and does Development Review. She explains to the Council that Floodplain isn't covered under normal home insurance. Susan Long does their Floodplain use permits and Erosion Hazard Setbacks. Shon Brady reviews permits, and Mark Apel is their Environmental Projects coordinator, Recharge Projects, and Watershed Projects person.

Flood Control Districts are from the State Statues Title 48, Chapter 21 and their responsibilities are outlined there. This District is made up of Bisbee, Tombstone, Benson, and Huachuca City. These are the four towns that they do permits for. Sierra Vista, Doùglas, and Willcox do their own permits. If they ever choose to revert back to join the district they can.

The District was formed in 1984, and handles issuing permits for development in floodplains. Flood maps are agency specific. The Federal Emergency Management Agency (FEMA) helps update maps. Arizona Department of Water Resources has oversight of the Flood Control Districts and have a contact between FCD and FEMA.

Mrs. Watkins tells the Council that they have updated the model ordinance and the County is updating the Floodplain rights currently, for the model ordinance that FEMA approved for all the FCD in the state.

They also do Rainfall monitoring for their Alert system, and that goes to the National Weather Service for them to give their warnings.

She mentions the Community Rating System (CRS) and how it gives the residents a 5% discount on their Flood insurance because we're a level nine (9). It goes from 1-10 with one (1) being the best.

Councilmember Ferro asks that with our current rating of nine (9), and with one (1) being the best, is it feasible for us, meaning the FCD, to raise that rating higher than nine (9)? Is it cost prohibited or material prohibited?

Mrs. Watkins answers that they're trying to get to a level eight (8), they just had an audit. It's more education to the public about smart building in the floodplains, more restrictions. She gives the example of Pima County, whom she believes is at a level three (3). State guidelines have it set that you have to be building two (2) feet above the Floodplain, two (2) feet above ground. Pima County made it three (3) feet, so they have more constraints on how they can develop in place. She tells the Council that they're trying to do that through education and through some of the policies they have. It is more constrictive on what you can do in the floodplain.

Councilmember Ferro comments that it sounds like improving the rating sounds like a long time coming, a waiting game.

Mrs. Watkins answers it is a waiting game and they have like 550 points until they get to the next level, they have to 100 points.

Councilmember Trate lives in the Floodplain and has to have the Flood insurance. She mentions that she had an evaluation and that helped to bring down the cost of her Flood insurance. She asks if the fact that the houses in her area were mostly built in the 50's is a hindrance on trying to get the rating higher?

Mrs. Watkins answers that it is but they are trying. She tells the Council about a specific mobile home that was just put in. That because they were built up higher than their neighbors, they'll probably have a lower insurance cost. It's just because when the majority of the homes were built, they didn't have flood control.

Mrs. Watkins tells the Council that the remapping of Huachuca City began in 2019. FEMA is remapping the Flood maps. When the original maps were made in the 70s and 80's they didn't have near the technology available to us today, so those maps are mostly just rough drawings used to estimate where the flooding would happen. They started remapping in 2019, the FCD sent comments back in 2021, and they expect to have the remapping done in fall of next year. The County does have their GIS maps, and the maps she brought for the Council are from the GIS maps. She Briefly goes over what you can do on the maps online. Next, she goes over the map she presented to the Council. She explains that nearly all of Huachuca City is in some type of flood zone, ranging from more active to 100-year or 500-year flood zones. She explains what all the different markings in the map key mean and their importance.

Mayor Wallace asks that she quickly cover what it means, a 100-year flood zone and a 500-year flood zone.

Mrs. Watkins explains that the 100-year is a 1% chance of a flood happening in any given year. It doesn't mean 100 years, especially these past few years with the wind storms the area has been having. The 500-year is a 0.2% chance of a flood happening in any given year. It could still happen, technically it could happen every year but it's not probable to happen every year. She mentions how last year during monsoon season the Babocomari River ran for two weeks leaving people stranded and that doesn't happen very often.

Mr. Solis explains to the Council that the map in front of them has the FEMA proposed Floodplain shown over the existing Floodplain. He goes on to explain in detail what is being shown. He talks about the flood way and how it would be changed. He briefly mentions the process to develop in a flood way, making sure the Council knows it is still possible it just requires certain requirements.

Councilmember Ferro asks where you would need to go to get the analysis that is required? Is that something they do, or do they have to get an outside contractor to do it?

They answered that when ever this type of analysis is done it's done by a civil engineer or a hydrologist. A developer will do it if they want to build something, they'll usually bring in an engineer.

Mrs. Watkins and Mr. Solis continue explaining the changes proposed by FEMA to the Floodplain and how they would change different requirements for building in different areas.

Councilmember Ferro asks if they know how much of the change to the map has been brought by geographic and hydraulic changes over time versus the improved mapping technology? He's just curious.

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Mr. Solis answers that that's rather hard to answer. He explains that with the soft soil in this area we get both soil deposits brought with the rain and river flow, but we also have them moved with the rain and river flow so it's really hard to say without the proper equipment and data. Councilmember Trate asked if an A rating is worse than an AE rating?

Mr. Solis answer no, an A rating is basically unknown elevation or unknown depth and AE is an area of known elevation. Mrs. Watkin goes on to explain these further, also mentioning AO which is area of known depth. She tells the Council that FEMAs goal is to get everywhere mapped as an AE.

Mrs. Watkins explains the FCDs budget to the Council. They are funded through property taxes with a budget of about 2.3 million. They do have money for Cities to do studies. She tells the Council that with Huachuca City's size and with the study that FEMA is doing now she's not sure that there's another type of study that could currently benefit the town. FEMA is doing their project to update the flood maps. FEMA is doing the city if Benson, Huachuca City, city of Sierra Vista, south of Sierra Vista - Hereford area.

Mayor Wallace asked that upon getting the results of whatever FEMA puts out, what is the process to essentially dispute their findings?

Mrs. Watkins answers that the process to dispute would be like when they reviewed it in a draft, they will be presenting it to you in an NWR, they'll have draft ones and they'll have a public meeting on it. When they have that public meeting, you can say you dispute something and they can either accept it or say no this is what the engineering says.

Mayor Wallace explains why he's asking is because something like this can't be put together without consistent data. His issue is he's lived here in Huachuca City for over 40 years, even teaching himself to swim in the Babocomari because it had water in it about 30 years ago. He comments that river has never pressed at the banks, ever. Over the last 40 years it has gotten deeper and it has gotten wider. So, see something like this from FEMA immediately he's wondering what data they've gotten to figure this out. He's the type of guy that he wants to see the data, he wants to see the numbers, he wants to figure this out. He doesn't agree and he's "a plain and simple guy". But looking at this map you got one house that's in a flood zone while their neighbor is not. One is required to have flood insurance while the other is not so he's just very skeptical and skeptical of the data they used to put this together. he hasn't seen it; he hasn't looked at it. If you have it in a report, he would be happy to read it, he really would. He's lived here for 40 years and he knows what that river use to be like and he knows what it's like now. Even back in '83 when the town got over a foot of rain from tropical storms it's never come over the banks and it was much more shallow then. We had a rope swing down there on a tree that you could actually play and we built a dam because we had water. Now it's just dry. He's always questioned why things are the way they were with the flood plain so I am really interested in seeing all the data. Mayor Wallace comments he'll be happy to read that 100 page report, and when ever we get the chance to dispute their findings he wants to know and he wants to be there.

Mrs. Watkins replied they would let him know.

Mayor Wallace comments that he would like to see a comparison that shows the changes in the elevation, the depths, and the flows because it's hard to measure flow when we have no flow. So right now, it's based off of guess work that FEMAs doing. So he just has a lot of questions so please let us know because he will go tap his gavel in front of them and tell them "guys you make no sense"

Councilmember Ferro comments he would also like to read a report because he'd also like to see the data, analysis, and comparisons from the data sample and methodologies from the 70's and the one being presented now. Because it's going to be apples to oranges. The technology is leaps and bounds. He'd like to see that at least.

Mrs. Watkins tells the Council that some of the mapping that was done in the 70's and 80's in what is on the USGS maps that had 35-55 ft contours now has 2ft contours. So that makes it more reliable. She further explains that it was part of their funding that has allowed them to get these and make them available for the County.

Mayor Wallace comments that it's always been an interest and it's disheartening because the Town has a public park in the Floodplain, making it ineligible to use Federal Funds on. This upsets him. When the Town gets CBD grants and then can't use them down there because it's in the Floodplain, it's upsetting. He mentions how they were talking about making it easier for developers and builders down there but with what they're looking at on the map something just seems off, doesn't make sense. He just wants to make sure that somebody at FEMA didn't get lazy with their numbers.

Mrs. Watkins replies that they will make sure to send the report to Planning and Zoning Docter Jim Johnson and the Council.

## E.2 Discussion and/or Action [Gerald Hursh]: Update on the Town's bus services for the Fort Huachuca Army Base.

**Motion:** Update on the Town's bus services for the Fort Huachuca Army Base, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Pro Tem Hirshberg asks Attorney Benavidez is she is ok to be here for this item as she works on Fort Huachuca.

Attorney Benavidez answers yes, as it's only an update.

Contract Services Administrator Gerald Hursh greets the Council and begins going over the numbers for the last seven (7) months. In the last seven months the Town has provided almost 7,900 ridership's on Fort Huachuca, averaging about 1,100 a month. It's going good and we're still getting nothing but compliments about our service up there. He's heard nothing but compliments from soldiers and the heads up there. So far everything is going good and we're going to keep moving forward and improving. He's is still in the process of trying to get another bus, a 14 passenger. He tells the Council that just the other day they had a full bus and he had to activate another bus, so things are getting busy and he expects it to get worse as we continue on.

Councilmember Ferro Comments that he imagines that the ebb and flow of student population on Post is a large contributor to the busing loads, whether they're half full or you need to activate a new one. He asks if the Post is sharing their information on upcoming student population with the Town?

Administrator Hursh answers that they let him know about upcoming events that will cause an increase in services, like graduations, new intakes, and he knows with the holiday's coming up that will have an increase. He tells the Council that him and the contacts he has up there are in constant contact, at minimum every other week.

Councilmember Ferro comments that the Post knows when they have new classes starting for every school at least a year out.

Councilmember Trate asks to clarify about the size of the bus he's looking for and why he's not looking for a bigger one.

Administrator Hursh answers he is looking for a 14-passenger bus, and he isn't trying to get anything bigger because of the licenses our drivers have currently aren't the correct type of CDL for a bigger bus. He also mentions how after riding up there a couple time, getting a bigger bus we would start running into safety issues. Cornering, parking, repairs. It's not worth it, but another 14-passenger bus would be perfect.

Councilmember Trate comments she understands. She was just wondering why we weren't trying to go bigger if we were expecting bigger ridership.

Director Hursh tells the Council that 14 overall, for the most part has been working just fine. Council had no questions.

### E.3 Discussion and/or Action [Stephanie Fulton]: Update on Arts and Crafts show and Townwide Yard Sale.

**Motion:** Update on Arts and Crafts show and Townwide Yard Sale, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Director Fulton greets the Council and informs them that everything is progressing. The library is taking care of the Townwide Yard Sale portion. that we are taking names and addresses of people who wish to participate and we have three signed up so far. Two of which will be at their home and one who's going to rent a space in the park. She tells them that we expect more to sign up at word gets out. Fran Mock is taking care of the venders for the Arts and Crafts show. She and Director Fulton are actually meeting on Saturday to have an updated meeting. They do know that one of the members of the Friends of Library has managed to get it broadcasted on the Cherry Creek Radio as well as it will be printed in the Cochise Trading Post. Director Fulton will be going on the Sheriffs Hour on the radio in two weeks' time and she will be mentioning it there as well. She tells the Council that if they've seen the flyer then they know that the library staff who made it did a wonderful job and that all the money made from people or from venders renting a space in the park will go to the Town's Holiday Basket fund. Mayor Wallace asked when the yard sale is?

Director Fulton answered it is on Saturday November the 4<sup>th</sup>, and the yard sale will be from 8-12 pm. That's the time we've gathered from people in the past who have participated. The Craft Show will be set up between 7-7:30am with people being let in around 9 am – 3pm. Mayor Wallace asked if this was all the same day?

Director Fulton answered yes, this is another one of our super Saturdays.

Councilmember Trate asked if they had stuff they wanted to put out for free instead of sale, would they still contact her to be put on the list?

Director Fulton answered she didn't see an issue with that. This is her first city yard sale with Huachuca City and free is good in her opinion.

### E.4 Discussion and/or Action [Brandye Thorpe]: Update on Thanksgiving meal plans.

**Motion**; Update on Thanksgiving meal plans, **Action**: Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Town Clerk Thorpe tells the Council that we're planning to have another Town Thanksgiving meal on the Wednesday before Thanksgiving. This would be the 22<sup>nd</sup> of November. They are working with the Lions Club to utilize their building and kitchen facilities again. They are preparing for 100 people because that's close to what was served last year. The plan is to start preparing and delivering meals at about 11am and not serving and opening to the public until 12pm because it's been a struggle in the past to try and do both at the same time. So, they want to get the deliveries handled and out before they start serving the public. She tells the Council that they would absolutely appreciate any of them if they are able to come and help. She asks that if they are able to help, that they let her know in advance what they are able to help with. That it would be beneficial so they can plan if they need more support in different areas. She comments on the past good turn out from the Council and she's hopeful it will be the same this year. She asks that if there is anything the Council would like to see happen that they let her know.

Mayor Wallace comments to the Council to be sure they let either Town Clerk Thorpe or Town Manger Harvey know if they can volunteer.

Councilmember Trate asks if Clerk Thorpe will have a list for the food needed. Clerk Thorpe answers yes.

E.5 Discussion and/or Action [Town Attorney]: Executive Session for legal advice, pursuant to A.R.S. 38-431.03(A)(3) & (4), concerning statewide litigation arising out of products that contain poly-fluoroalkyl substances (or "PFAS"), a class of man-made chemical compounds, sometimes referred to as "forever chemicals", causing widespread environmental pollution. The defendants include chemical companies, 3 M and DuPont, among others. Following the executive session, the Council might take action to give the Town Attorney direction.

**Motion:** Executive Session for legal advice, pursuant to A.R.S. 38-431.03(A)(3) & (4), concerning statewide litigation arising out of products that contain poly-fluoroalkyl substances (or "PFAS"), a class of man-made chemical compounds, sometimes referred to as "forever chemicals", causing widespread environmental pollution. The defendants include chemical companies, 3 M and DuPont, among others. Following the executive session, the Council might take action to give the Town Attorney direction, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshbera.

**Motion:** Enter into an Executive Session, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

Mayor Wallace has the room emptied of the public and the recording stopped as they prepare for an Executive Session.

**Motion:** Exit the Executive Session and enter back into the public session, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion Passed unanimously.

**Motion:** For the Town Attorney to proceed as was discussed in the Executive Session, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

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Motion passed unanimously.

Mayor Wallace adds the comment that while there's still a lot of things they still don't know, when they do know they will let the public know.

### F. Reports of Current Events by Council

**Councilmember Butterworth** begins by mentioning the food distribution coming up on the third Friday of the month. The bingo event happened today and it was a fun experience. She hopes we can do it again. Have people get out and meet people. She reminds people that the Council has changed the Town Ordinance so dogs can be in the park, but she asks that people please clean up after their dogs when they go. Children are running and playing in the park, please be considerate.

**Councilmember Trate** attended the opening of the SSVEC Solar Farm on Saturday in McNeal. She said it was very impressive. It can support 3,000 homes. She was hoping they would give tours or explain more. Next Friday is the Hispanic Chamber Mixer, which she will be attending as a Councilmember. Next Saturday is the Boys and Girls Club event which she will also be attending.

Councilmember Cardella is looking forward to the Town's Trunk or Treat.

Mayor Pro Tem Hirshberg Will also be at the Boys and Girls Club event, it's a dinner on the Fort. Mayor Wallace mentions how the Solar Farm was very awesome. It's very neat to see in person. What's pretty awesome about this one in particular is the fact that it actually has battery back-up tied to the solar generation. So not only is it going to generate power to service the residents of McNeal, but it's actually going to be able to store energy to power them in the event that the panels aren't able to generate. So, like on days with dark skies, days during monsoon season they'll have battery storage to help power homes out there. It was a nice day, if a little windy. Great food from J's Kitchen and great music though he doesn't remember the name of the guy. Just an awesome thing to see. The Hispanic Chamber Mixer is coming up. He's gotten some additional information back from Fort Huachuca that they are looking into a solar powered EB charging station. They've given him enough information to be able to go and see if there are any grants for the Town to be able to see about getting something like that. There's still a lot of research and if there's anything he'll bring it to the Council so they can look at it as well. He comments about how everyone can see that the school is currently undergoing a lot of destruction and construction. They're doing some work to really improve the main parking lot/parking area where parents drop off their kids and where the buses come to really help the ebb and flow of traffic. You can see all the work they're doing. He cautions that if you happen to be on the out on the road when school starts up again next week, he doesn't think they're going to be finished with it by then. Keep your eyes open and watch for kids, there might be more congestion over there then normal. He still has to get back with Mr. Beaman to see if he got any feedback from his teachers, because of that \$25,000 grant we got from COX, to see what we can do to build out and improve our library services for the residents. A \$25,000 grant for us to do whatever we want. It is a Digital Equity Grant and I think we know what we want to do with it. Improve some services at the library. There's a solar eclipse this weekend. He tells everyone to go to the library to get your solar viewing glasses if you haven't yet. It's a limited supply. The next eclipse is in April of 2024.

### G. Adjournment

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

<b>Motion:</b> To Adjourn, <b>Action:</b> Adjourn, <b>Moved</b> Hirshberg. Motion passed unanimously.	d by Johann Wallace, Seconded by Christy
Approved by Mayor Johann R. Wallace on	n October 26th, 2023.
	Mr. Johann R. Wallace Mayor
Attest: Ms. Brandye Thorpe, Town Clerk	
Seal:	
<u>Certification</u>	
I hereby certify that the foregoing is a true the Huachuca City Town Council held on S was duly called and a quorum was presen	and correct copy of the Minutes of the Meeting for September 28, 2023. I further certify that the meeting t.
	Ms. Brandye Thorpe, Town Clerk

TOWN OF HUACHUCA CITY

### Payment Approval Report - Council by vendor name Report dates: 10/10/2023-10/24/2023

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
AT&T			• '				
1398	AT&T	100923	Police Dept Long Distance	10/09/2023	36.56	.00	10-51-271
1398	AT&T	100423	Library Landline Long Distance	10/04/2023	41.90	.00	10-62-340
T	otal AT&T:				78.46	.00	
AZ Dep	artment of Corrections						
1315	AZ Department of Corrections	D17230920230	Inmate Labor- AD	10/04/2023	25.07	.00	10-43-366
1315	AZ Department of Corrections	D17230920230	mileage AD	10/05/2023	61.34	.00.	10-43-366
1315	AZ Department of Corrections	D17366620231	mileage AD	10/18/2023	61.34	.00	10-43-366
1315	AZ Department of Corrections	D17230920230	Inmate Labor- PD	10/04/2023	2.79	.00	10-51-366
1315	AZ Department of Corrections	D17230920230	mileage PD	10/05/2023	6.82	.00	10-51-366
1315	AZ Department of Corrections	D17366620231	mileage PD	10/18/2023	6.82	.00	10-51-366
1315	AZ Department of Corrections	D17230920230	Inmate Labor- PW	10/04/2023	8.36	.00	10-57-366
1315	AZ Department of Corrections	D17230920230	mileage Pw	10/05/2023	20.44	.00	10-57-366
1315	AZ Department of Corrections	D17366620231	mileage Pw	10/18/2023	20.44	.00	10-57-366
1315	AZ Department of Corrections	D17230920230	Inmate Labor- LB	10/04/2023	27.86	.00	10-62-366
	AZ Department of Corrections	D17230920230	mileage LB	10/05/2023	68.15	.00	10-62-366
	AZ Department of Corrections	D17366620231	mileage LB	10/18/2023	68.15	.00	10-62-366
	AZ Department of Corrections	D17230920230	Inmate Labor- Water	10/04/2023	37.60	.00	51-40-366
	AZ Department of Corrections	D17230920230	mileage W	10/05/2023	92.00	.00.	51-40-366
	AZ Department of Corrections	D17366620231	mileage W	10/18/2023	92.00	.00	51-40-366
	AZ Department of Corrections	D17230920230	Inmate Labor- Sewer	10/04/2023	37.60	.00	52-40-366
	AZ Department of Corrections	D17230920230	mileage S	10/05/2023	92.00	.00	52-40-366
	AZ Department of Corrections	D17366620231	mileage S	10/18/2023	92.00	.00	52-40-366
	AZ Department of Corrections	D17230920230	Inmate Labor- LF	10/04/2023	55.72	.00	55-40-366
	AZ Department of Corrections	D17230920230	mileage LF	10/05/2023	136.29	.00	55-40-366
1315	AZ Department of Corrections	D17366620231	mileage LF	10/18/2023	136.29	.00	55-40-366
То	tal AZ Department of Corrections:				1,149.08	.00	
AZ Depa	rtment of Environmental Quality	•					
•	AZ Department of Environmental	0000393320X	MAP Monitoring Assistance Progr	09/30/2023	2,087.55	.00	51-40-516
То	tal AZ Department of Environmental	Quality:			2,087.55	.00	
AZ Dept	of Public Safety						
1268	AZ Dept of Public Safety	562	Monthly Conversion September20	10/11/2023	8.00	8.00	20-40-200
To	tal AZ Dept of Public Safety:				8.00	8.00	
Az State	Treasurer						
1274	Az State Treasurer	550	monthly conversions	09/10/2023	3,133.48	3,133.48	20-40-200
To	tal Az State Treasurer:				3,133.48	3,133.48	
Canyon S	State Wireless, Inc				*		
1721	Canyon State Wireless, Inc	3220567	base station and 2 radios, purcha	09/29/2023	6,333.08	6,333.08	10-65-470
Tot	al Canyon State Wireless, Inc:				6,333.08	6,333.08	
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Numb
Caterpil	llar Financial Commercial Acct Co						
10620	Caterpillar Financial Commercial	080823	D6T/NDY00479	08/08/2023	6,627.64	6,627.64	55-40-705
10620	Caterpillar Financial Commercial	080823	816K/WNB00251	08/08/2023	6,901.74	6,901.74	55-40-705
Te	otal Caterpillar Financial Commercial	Acct Co:			13,529.38	13,529.38	
Caterpil	llar Financial Services Co.						
1760	Caterpillar Financial Services Co.	34495675	Payment For D6T Tractor	10/08/2023	6,764.69	.00	55-25105
Т	otal Caterpillar Financial Services Co.	:			6,764.69	.00	
	overnment						
1553	CDW Government	MN10980	NVMe Drives	10/13/2023	166.68	.00	10-48-450
1553	CDW Government	MN10980	Thermal Receipt Printer	10/13/2023	361.93	.00	10-48-450
1553	CDW Government	MN10980	Thermal Receipt Printer Paper	10/13/2023	113.61	.00	10-48-450
1553	CDW Government	ML21160	HP 235 keyboard and mouse set	10/10/2023	36.76	.00.	10-51-480
To	otal CDW Government:				678.98	.00	
entury							
	CenturyLink	102323	Town Hall Phone Service	10/07/2023	335.44		10-43-271
	CenturyLink	102323	Police Department Phone Service	10/07/2023	170.50	.00.	10-51-271
	CenturyLink	102323	Public Works Fax	10/07/2023	66.60	.00	10-57-340
0348	CenturyLink	102323	Library Phone Service	10/07/2023	88.04	.00	10-62-271
To	otal CenturyLink:				660.58	.00	
	orporation No. 445						
	Cintas Corporation No. 445	416098593	Uniforms- PW	07/10/2023	4.56		10-57-110
	Cintas Corporation No. 445	4165184772	Uniforms- PW	08/21/2023	5.84		10-57-110
	Cintas Corporation No. 445	4165878351	Uniforms- PW	08/28/2023	5.84		10-57-110
	Cintas Corporation No. 445	4166603034	Uniforms- PW	09/05/2023	5.84		10-57-110
	Cintas Corporation No. 445	416098593	Uniforms- Water	07/10/2023	20.48		51-40-110
	Cintas Corporation No. 445	4161679879	Uniforms- Water	07/17/2023	20.48		51-40-110
	Cintas Corporation No. 445	4162386437	Uniforms- Water	07/24/2023	26.30		51-40-110
	Cintas Corporation No. 445	4163081832	Uniforms- Water	07/31/2023	26.30		51-40-110
	Cintas Corporation No. 445	4163783561	Uniforms- Water	08/07/2023	26.30		51-40-110
	Cintas Corporation No. 445	4164483229	Uniforms- Water	08/14/2023	26.30		51-40-110
	Cintas Corporation No. 445	4165184772	Uniforms- Water	08/21/2023	26.30		51-40-110
	Cintas Corporation No. 445	4165878351	Uniforms- Water	08/28/2023	26.30		51-40-110
	Cintas Corporation No. 445	4166603034	Uniforms- Water	09/05/2023	26.30		51-40-110
	Cintas Corporation No. 445	4170119223	Uniforms- Water	10/09/2023	26.30		51-40-110
	Cintas Corporation No. 445	4170816087	Uniforms- Water	10/16/2023	26.30		51-40-110
	Cintas Corporation No. 445	4171523215	Uniforms- Water	10/23/2023	26.30		51-40-110
	Cintas Corporation No. 445	416098593	Uniforms- Sewer	07/10/2023	20.48	.00	52-40-110
	Cintas Corporation No. 445	4161679879	Uniforms- Sewer	07/17/2023	20.48		52-40-110
	Cintas Corporation No. 445	4162386437	Uniforms- Sewer	07/24/2023	26,30		52-40-110
	Cintas Corporation No. 445	4163081832	Uniforms- Sewer	07/31/2023	26.30		52-40-110
	Cintas Corporation No. 445	4163783561	Uniforms- Sewer	08/07/2023	26.30		52-40-110
	Cintas Corporation No. 445	4164483229	Uniforms- Sewer	08/14/2023	26.30		52-40-110
	Cintas Corporation No. 445	4165184772	Uniforms- Sewer	08/21/2023	26.30		52-40-110
0067	Cintas Corporation No. 445	4165878351	Uniforms- Sewer	08/28/2023	26.30		52-40-110
0067	Cintas Corporation No. 445	4166603034	Uniforms- Sewer	09/05/2023	26.30	26.30	52-40-110
0067	Cintas Corporation No. 445	4170119223	Uniforms- Sewer	10/09/2023	26.30	.00	52-40-110
0067	Cintas Corporation No. 445	4170816087	Uniforms- Sewer	10/16/2023	26.30	.00	52-40-110
0067	Cintas Corporation No. 445	4171523215	Uniforms- Sewer	10/23/2023	26.30	.00	52-40-110

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
10067	Cintas Corporation No. 445	4161679825	Landfill Uniforms	07/17/2023	174.30	174.30	55-40-110
10067	Cintas Corporation No. 445	4161679879	Uniforms- PW	07/17/2023	4.56	.00	55-40-110
10067	Cintas Corporation No. 445	4162386341	Landfill Uniforms	07/24/2023	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4162386437	Uniforms- PW	07/24/2023	5,84	5.84	55-40-110
10067	Cintas Corporation No. 445	4162386443	Landfill Uniforms	07/24/2023	161.73	161.73	55-40-110
10067	Cintas Corporation No. 445	4163081700	Landfill Uniforms	07/31/2023	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4163081832	Uniforms- PW	07/31/2023	5.84	5.84	55-40-110
10067	Cintas Corporation No. 445	4163081863	Landfill Uniforms	07/31/2023	174.30	174.30	55-40-110
10067	Cintas Corporation No. 445	4163783561	Uniforms- PW	08/07/2023	5.84	5.84	55-40-110
10067	Cintas Corporation No. 445	4163783617	Landfill Uniforms	08/07/2023	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4163783686	Landfill Uniforms	08/07/2023	161.73	161.73	55-40-110
10067	Cintas Corporation No. 445	4164483204	Landfill Uniforms	08/14/2023	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4164483211	Landfill Uniforms	08/14/2023	174.30	174.30	55-40-110
10067	Cintas Corporation No. 445	4164483229	Uniforms- PW	08/14/2023	5.84	5.84	55-40-110
10067	Cintas Corporation No. 445	4165184710	Landfill Uniforms	08/21/2023	161.73	161.73	55-40-110
10067	Cintas Corporation No. 445	4165184754	Landfill Uniforms	08/21/2023	38.05	38.05	
10067	Cintas Corporation No. 445	4165878405					55-40-110
10067	Cintas Corporation No. 445		Landfill Uniforms	08/28/2023	174.30	174.30	55-40-110
	·	4165878413	Landfill Uniforms	08/28/2023	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4166603020	Landfill Uniforms	09/05/2023	161.73	161.73	55-40-110
10067	Cintas Corporation No. 445	4166603055	Landfill Uniforms	09/05/2023	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4170119160	Landfill Uniforms	10/09/2023	38.05	.00	55-40-110
10067	Cintas Corporation No. 445	4170119223	Uniforms- PW	10/09/2023	5.84	.00	55-40-110
10067	Cintas Corporation No. 445	4170119245	Landfill Uniforms	10/09/2023	174.30	.00.	55-40-110
10067	Cintas Corporation No. 445	4170816071	Landfill Uniforms	10/16/2023	161.73	.00	55-40-110
10067	Cintas Corporation No. 445	4170816087	Uniforms- PW	10/16/2023	5.84	.00	55-40-110
10067	Cintas Corporation No. 445	4170816105	Landfill Uniforms	10/16/2023	38.05	.00	55-40-110
10067	Cintas Corporation No. 445	4171523111	Landfill Uniforms	10/23/2023	174.30	.00	55-40-110
10067	Cintas Corporation No. 445	4171523124	Landfill Uniforms	10/23/2023	38.05	.00	55-40-110
10067	Cintas Corporation No. 445	4171523215	Uniforms- PW	10/23/2023	5.84	.00	55-40-110
To	tal Cintas Corporation No. 445:				2,948.44	2,057.60	
City of Si	erra Vista						
•	City of Sierra Vista	4640	SEACOM Payment	09/27/2023	20,487.50	20,487.50	52-40-360
Tot	al City of Sierra Vista:				20,487.50	20,487.50	
	County Treasurer						
1867	Cochise County Treasurer	561	Monthly Conversion September 2	10/11/2023	23.91	23.91	20-40-200
Tot	al Cochise County Treasurer:				23.91	23.91	
	ane Campbell						
	Corbin Dane Campbell	100523	Water Refund	10/05/2023	61.05	61.05	51-21350
10710	Corbin Dane Campbell	100523	Sewer Refund	10/05/2023	25.00	25.00	52-21350
Tot	al Corbin Dane Campbell:				86.05	86.05	
	ner Company, Inc						
4375 [	Dana Kepner Company, Inc	8196253-00	Restock 6", 8" and 10" Coupling f	08/11/2023	695,80	695.80	51-40-610
4375 [	Dana Kepner Company, Inc	8197508-00	Restock Residental Meters (4)	10/04/2023	802.66	802.66	51-40-610
Tota	al Dana Kepner Company, Inc:				1,498.46	1,498.46	
. •							
	anden Financial Services						
DE Lage I	anden Financial Services DE Lage Landen Financial Servic	81021211	Copier Lease- Admin	09/23/2023	167.60	167.60	10-43-840

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			Report dates: 10/10/2023-10/24/2	2023			Oct 24, 2023 03:12PM
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
10476	DE Lage Landen Financial Servic	81021211	Copier Lease- Library	09/23/2023	67.87	67.87	10-62-705
Т	otal DE Lage Landen Financial Servi	ces:			303.34	303.34	
Elite Sa	les and Service, LLC						
	Elite Sales and Service, LLC	227755	Repair three weed eaters	10/12/2023	44.00	.00	10-57-540
2130	Elite Sales and Service, LLC	227757	Repair three weed eaters	10/12/2023	55.83	.00	10-57-540
2130	Elite Sales and Service, LLC	227758	Repair three weed eaters	10/12/2023	171.02	.00	10-57-540
T	otal Elite Sales and Service, LLC:				270.85	.00	
Empire	Homes, Inc.						
2223	Empire Homes, Inc.	17193	Restock -3/4 gravel for the Landfill	10/04/2023	928.11	928.11	55-40-460
To	otal Empire Homes, Inc.:				928.11	928.11	
Empire	Southwest, LLC						
2220	Empire Southwest, LLC	EMPS6105210	WALKTHROUGH, 613C Scraper	09/14/2023	994.46	994.46	55-40-610
2220	Empire Southwest, LLC	EMPS6126806	Walk through !!!!! Repaice Idler G	10/03/2023	642.03		55-40-610
2220	Empire Southwest, LLC	EMWK354403	PM4 Service require for the 816K	09/01/2023	3,722.24		55-40-610
2220	Empire Southwest, LLC	EMWK354596	D6T requires a PM5 Service.	09/06/2023	3,895.33	3,895.33	55-40-610
To	otal Empire Southwest, LLC:				9,254.06	9,254.06	
Goering	, Roberts, Rubin, Brogna, Enos						
-	Goering, Roberts, Rubin, Brogna,	20269	Professional Services	10/17/2023	135.00	.00	10-51-231
To	otal Goering, Roberts, Rubin, Brogna,	Enos:			135.00	.00	
Herman	Gold						4
10714	Herman Gold	101923	Fuel Reimbursement	10/19/2023	20.05	.00	55-40-475
То	otal Herman Gold:				20.05	.00	
Johnson	Environmental Tech. Inc.						
10673	Johnson Environmental Tech. Inc.	230928-3	Quarterly Monitoring	09/28/2023	1,850.00	1,850.00	55-40-855
То	tal Johnson Environmental Tech. Inc	. <del>.</del>			1,850.00	1,850.00	
Keith Arı	nett						
	Keith Arnett	035	Remote Operator Fee for Sewer S	10/15/2023	400.00	.00	52-40-360
To	tal Keith Arnett:			•	400.00	.00	
Leslie's F	PoolMart, Inc.			•			
2777	Leslie's PoolMart, Inc.	00649-01-0688	Restock 50lb container 3" Chlorin	10/18/2023	243.10	.00.	10-58-460
Tot	tal Leslie's PoolMart, Inc.:				243.10	.00	
Lumen							
10507	Lumen	660062905	Current Charges	10/01/2023	1,124.73	.00	10-48-481
Tot	al Lumen:				1,124.73	.00	
Lund, An	n						
9971 <b>I</b>	Lund, Ann	102023	Court coverage	10/20/2023	150.00	.00	10-45-250

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Numbe
Т	otal Lund, Ann:				150.00	.00	-
							-
	s Septic Pumping Service						
	McCoy's Septic Pumping Service McCoy's Septic Pumping Service	6002 6016	Pump Station Dump Pump Landfill Septic Tank	10/06/2023 10/20/2023	190.00		55-40-360 55-40-360
To	otal McCoy's Septic Pumping Service	:			380.00	190.00	
Moves S	Sellers & Hendricks						
	Moyes Sellers & Hendricks	39297	Water Rights Attorney- Gila River	10/16/2023	636.43	.00	51-40-650
To	otal Moyes Sellers & Hendricks:				636.43	.00	
Pamela	Doty					•	•
	Pamela Doty	100323	Dump Truck Rental	10/03/2023	60.00	.00	55-30-205
To	otal Pamela Doty:				60.00	.00	
Patrick I	⟨ Greene						
	Patrick K Greene	102023	Legal fees October	10/20/2023	1,748.00	.00	10-45-120
Тс	otal Patrick K Greene:				1,748.00	.00	
	agement Group, Inc.						
10522	PRI Management Group, Inc.	23446	2.5 hour virtual course on sealing	10/18/2023	159.00	.00	10-51-660
То	tal PRI Management Group, Inc.:				159.00	.00	
Rachael				1			
10713	Rachael Cherry	102323	Overpayment Return	10/23/2023	114.69	.00	51-21350
То	tal Rachael Cherry:				114.69	.00	
Reliable	Safety, LLC						
10317	Reliable Safety, LLC	1959	Inspect and recharge 3 fire exting	09/27/2023	249.00	249.00	10-60-460
	Reliable Safety, LLC	1962	Inspection and recharge of 1 fire e	10/02/2023	123.50	123.50	10-62-290
10317	Reliable Safety, LLC	1970	New fire extinguisher for Library D	10/11/2023	85.00	85.00	10-62-290
10317	Reliable Safety, LLC	1960	Inspection and recharge of 4 fire e	09/27/2023	407.00	407.00	10-68-290
Tot	al Reliable Safety, LLC:				864.50	864.50	
Ruben A.		11570 0000	, , , , , , , , , , , , , , , , , , ,	40/00/0000			
4360	Ruben A. Villa	H573-2023	contract labor	10/03/2023	1,333.09	1,333.09	10-43-360
Tot	al Ruben A. Villa:			-	1,333.09	1,333.09	
S.S.V.E.C							
	S.S.V.E.C		Electricity- Town Hall	09/06/2023	1,217.54	1,217.54	10-43-340
			Electricity- Police	09/06/2023	417.70	417.70	10-51-340
			Electricity- Fire Dept.	09/06/2023	417.70	417.70	10-53-340
		090623	Electricity- City Pool	09/06/2023	658.00	658.00	10-58-340
		090623	Electricity- Parks and Rec	09/06/2023	315.30	315.30	10-60-340
	SSVEC	090623	Electricity- Library	09/06/2023	880.33	880.33	10-62-340
3920 \$	J.O. V.L.O						
3920		090623	Electricity- Senior Center	09/06/2023	275.29	` 275.29	10-68-340
3920 S	S.S.V.E.C		Electricity- Senior Center Electricity- Road User	09/06/2023 09/06/2023	275.29 2,509.12		10-68-340 23-40-340

	OF HUACHUCA CITY	ı-a	yment Approval Report - Council by v Report dates: 10/10/2023-10/24/2				Page: Oct 24, 2023 03:12P
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
	S.S.V.E.C	090623	Electricity- Sewer	09/06/2023	120.40	120.40	52-40-340
3920	S.S.V.E.C	090623	Electricity- Landfill	09/06/2023	1,176.89	1,176.89	55-40-340 -
Т	otal S.S.V.E.C:				12,317.99	12,317.99	
	/ Petroleum LLC						
10215	Senergy Petroleum LLC	SEN-618326	DYED-ULSD #2	08/28/2023	1,705.15	1,705.15	55-40-476
10215	Senergy Petroleum LLC	SEN-623646	DYED-ULSD #2	09/05/2023	1,635.47	1,635.47	55-40-476
10215	Senergy Petroleum LLC	SEN-629854	P66 Food Machinery Oil 32	09/21/2023	1,524.57	1,524.57	55-40-476
10215	Senergy Petroleum LLC	SEN-631652	DYED-ULSD #2	09/14/2023	5,789.65	5,789.65	55-40-476
10215	Senergy Petroleum LLC	SEN-638896	DYED-ULSD #2	09/25/2023	1,969.03		55-40-476
10215	Senergy Petroleum LLC	SEN-645440	DYED-ULSD #2	10/03/2023	2,621.29		55-40-476
	Senergy Petroleum LLC	SEN-652276	DYED-ULSD #2	10/03/2023	2,029.81		55-40-476
	-						
10	tal Senergy Petroleum LLC:				17,274.97	15,245.16	
	emodeling Sierra Remodeling	092523	Install New Window at HCFD as r	09/25/2023	1,700.00	1 700 00	10-57-500
		032323	mistali New William at MCrD as i	09/23/2023		<del></del>	10-57-500
10	otal Sierra Remodeling:				1,700.00	1,700.00	
	ista Fry Fire District Sierra Vista Fry Fire District	2024 022	Combook (minus man diama 8 and it	40/00/0000	400 500 00	100 500 00	10.50.500
10000	Siella Vista Fly Flie District	2024-022	Contract (minus per diem & credit	10/02/2023	100,569.26	100,569.26	10-53-350
To	etal Sierra Vista Fry Fire District:				100,569.26	100,569.26	
	n Tire Mart						5
	Southern Tire Mart	6020063884	Repair or replace backhoe 310d fr	09/27/2023	194.08	194.08	23-40-610
10357	Southern Tire Mart	6020063887	Repaice tire on the rolloff truck	09/27/2023	132.40	132.40	55-40-470
То	tal Southern Tire Mart:				326.48	326.48	
outhwe	st Gas Corporation						
3879	Southwest Gas Corporation	83023	Gas Utility- Fire Station	08/30/2023	54.57	54.57	10-53-340
3879	Southwest Gas Corporation	83023	Gas Utility- Community Center	08/30/2023	30.34	30.34	10-60-340
3879	Southwest Gas Corporation	83023	Gas Utility- Library	08/30/2023	30.34	30.34	10-62-340
3879	Southwest Gas Corporation	83023	Gas Utility- Senior Center	08/30/2023	50.14	50.14	10-68-340
To	tal Southwest Gas Corporation:				165.39	165.39	
outhwe	st Motor Services Group						
0480	Southwest Motor Services Group	6286	Returned check fee	09/01/2023	100.00	100.00	10-43-122
0480	Southwest Motor Services Group	6310	tow to fleet	09/08/2023	80.00	.00	10-51-470
0480	Southwest Motor Services Group	6466	labor repair of two tires on 2020 T	09/27/2023	40.00		10-51-470
	Southwest Motor Services Group	6274	Oil Change for Bus 10	10/04/2023	45.20		10-65-480
Tot	al Southwest Motor Services Group:			•	265.20	145.20	
id Kami	mever						
	Tad Kammeyer	102323	Community Center Deposit	10/06/2023	75.00	.00	10-36-500
	·	102020	Community Content Deposit	10/00/2023			10-30-000
Tot	al Tad Kammeyer:				75.00	.00	
	Huachuca City						
		ECA	Monthly Conversion Contember 2	40/44/0000			

Monthly Conversion September 2 10/11/2023

4,726.23 4,726.23 20-40-200

3132 Town of Huachuca City

564

TOWN	OF	ы.	$\Lambda \cap \Box$	ICA	CITY
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			Nepolt dates. 10/10/2023-10/24/	2023			OC( 24, 2023 03.12FW
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Т	otal Town of Huachuca City:				4,726.23	4,726.23	
Turner	Laboratories, Inc						
	Turner Laboratories, Inc	23J0023	BOD, MPN, Total Coliform and E.	10/02/2023	127.00	.00	52-40-702
4243	Turner Laboratories, Inc	23J0025	MPN, Fecal, Nitrogen	10/02/2023	137.00	.00	52-40-702
т	otal Turner Laboratories, Inc:				264.00	.00	
Verizon	Wireless						
4343	Verizon Wireless	9946229181	cell phones	10/07/2023	1,566.32	.00	10-48-275
Т	otal Verizon Wireless:				1,566.32	.00	
Waste N	/lanagement						
4364	Waste Management	0049291-1571-	Monthly Charge	10/02/2023	14,082.88	14,082.88	55-40-360
T	otal Waste Management:				14,082.88	14,082.88	
WEX BA	ANK						
10401	WEX BANK	091523	Fuel- Admin	09/15/2023	75.52	75.52	10-43-475
10401	WEX BANK	091523	Fuel- PD	09/15/2023	1,246.78	1,246.78	10-51-475
10401	WEX BANK	091523	Fuel- FD	09/15/2023	6.00	6.00	10-53-475
10401	WEX BANK	091523	Fuel- PW	09/15/2023	147.65	147.65	10-57-475
10401	WEX BANK	091523	Fuel- LB	09/15/2023	2.00	2.00	10-62-476
10401	WEX BANK	091523	Fuel- BS	09/15/2023	1,346.56	1,346.56	10-69-849
10401	WEX BANK	091523	Fuel- Water	09/15/2023	619.41	619.41	51-40-475
10401	WEX BANK	091523	Fuel- Sewer	09/15/2023	619.41	619.41	52-40-475
10401	WEX BANK	091523	Fuel- LF	09/15/2023	6.00	6.00	55-40-475
To	otal WEX BANK:				4,069.33	4,069.33	
Wicked	Limitz Graphics						
4447	Wicked Limitz Graphics	64091	custom HCPD vinyl wrap for Ston	10/05/2023	805.18	805.18	10-51-470
4447	Wicked Limitz Graphics	64091	installation of wrap	10/05/2023	139.82	139.82	10-51-470
To	otal Wicked Limitz Graphics:				945.00	945.00	
Gr	and Totals:				237,790.64	216,173.48	

			Approval Report - Council Port dates: 10/10/2023-1				Page: 8 Oct 24, 2023 03:12PM
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Dated: _							
Mayor: _							
City Council:							
_			*****				
_							
			_				
_			<del></del>				
_							
City Bassadan			<del>-</del>				
City Recorder:			<del></del>				
	t. n totals above \$0.00 incluc paid invoices included.	led.		AMERICA III SAN			

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# ARIZONA INVESTMENT MANAGEMENT OPTIONS

# **Arizona State Treasurer** KIMBERLY YEE

### **LGIP Funds**

- Four Investment Choices
  - · 2 Money Markets
  - · 2 Intermediate-Term Bond Funds
- Money Markets Provide 100% Daily Liquidity
- Intermediate-Term allow longerinvestment horizon
- No required minimum investment
- \$55 per \$100,000 invested
  - · 5.5bps annually

### **SMA Fund**

- Specifically dedicated bond fund
- Sole-beneficiary allows for full customization and individual investment parameters
- Client can determine their time horizon or liquidity considerations based on investment objectives
- \$100 million minimum investment
- \$55 per \$100,000 invested 5.5bps annually

### **Arizona Endowment Trust Fund**

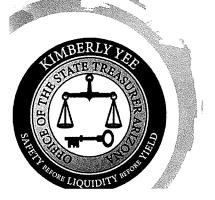
- Newest ASTO Investment Fund
- Longest Investment Horizon
- **Balanced Asset Allocation Targets** 
  - 60% Equity Indexing
  - 40% Active Fixed Income
- Constant cash flow after 5 year initial investment
- \$100,000 minimum investment
- \$55 per \$100,000 invested
  - · 5.5bps annually

## JOIN US!



lgip@aztreasury.gov (602) 542-7834

- 1. SAFETY WITH COMPETITIVE YIELDS
- 2. PUBLIC SERVICE WITH LOW INVESTING FEES
- 3. 100% LIQUIDITY



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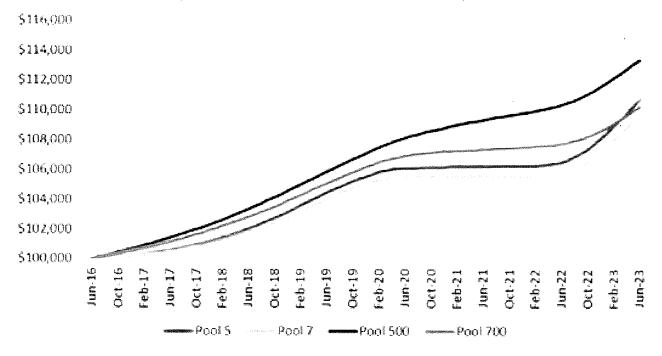
# Arizona Treasurer Kimberly Yee ARIZONA INVESTMENT MANAGEMENT OPTIONS

# **LOCAL GOVERNMENT INVESTMENT POOLS**

Monthly Performance	Yield	Benchmark	Earnings	Rating
Pool 5 LGIP	5.10%	5.04%	\$11,911,518	AAA
Pool 7 LGIP FF&C	5.02%	5.14%	\$10,454,323	AAA
Pool 500 LGIP Med	3.37%	5.01%	\$1,813,336	AA-3
Pool 700 LGIP FF&C Med	3.38%	4.80%	\$796,436	AAA

\*As-of Justin 30, 2023

### Hypothetical Growth of \$100,000



### **Annual Fee Structure**

Rate 0.055%

Invested Amount \$100,000

Annual Cost per \$100,000

\$55.00

As of 6.30.2023

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# Arizona Treasurer Kimberly Yee ARIZONA INVESTMENT MANAGEMENT OPTIONS

## SEPARATELY MANAGED ACCOUNTS

- Specifically dedicated fixed income fund
- Customizable criteria may include:
  - Credit Risk Tolerance
  - Duration Allowance
  - Cash Flow/Liquidity Needs
  - Terms of Distributions (if applicable)
  - Other Specifiable Parameters
- As-needed availability for deposits/withdrawals
- \$100 million minimum investment

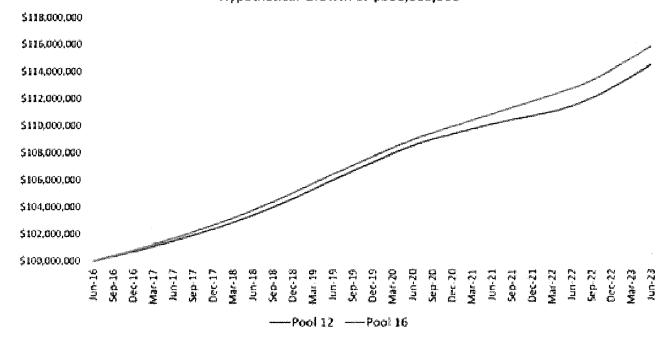
SMA Examples	Pool 12 CAWCD	Pool 16 ECDH
Investment Mix	Corporate & Diversified Securities	Corporate & Diversified Securities
L-T Credit Risk Restriction	Minimum 'A' Rating or Better	Minimum 'A' Rating or Better
S-T Credit Risk Restriction	Within Top 2 Ratings by NRSRO	Minimum 'A' or <u>Equivalent</u>
Pool Duration Restriction	<u>Target Duration:</u> 4.5 Years <u>Actual Duration:</u> 2.54 Years	Maximum Duration: 5 Years Actual Duration: 2.90 Years
Security Maturity Restriction	N/A	N/A
Distribution Policy	Auto-reinvest	Auto-reinvest

"As-of June 30, 2023

Monthly Performance	Yield	Benchmark	Earnings	Rating
Pool 12 CAWCD Fund	3.30%	5.01%	\$1,637,794	AA-3
Pool 16 ECDH Fund	3.12%	5.01%	\$547,208	AA-3

\*As-of-June 30, 2023

### Hypothetical Growth of \$100,000,000



As of 6.30.2023

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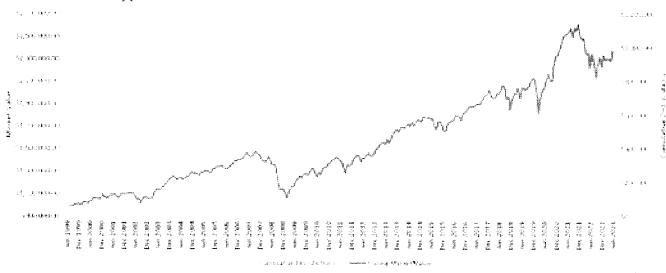
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# Arizona Treasurer Kimberly Yee ARIZONA INVESTMENT MANAGEMENT OPTIONS

# **ARIZONA ENDOWMENT**

Hypothetical Invested Balance & Cumulative Cash Flows



## 6.94% TOTAL RETURN SINCE INCEPTION

- Newly Established Under A.R.S 35-314.03
- Created for Perpetual and Long-term Investment Needs
- Balanced and Proven Asset Allocation Targets
  - · 60% Equity Indexing
  - 40% Active Fixed Income
- 5-Year Lockout of Initial Investment
  - 4% Distribution Policy Thereafter
- \$100,000 minimum investment
- Modeled after the historic performance of PLETF

Hypothetical Inves	tment Since FY2000
Initial Investment	\$1,000,000
Additional Contributions	\$0.00
Ending Market Value	\$2,374,797.00
Cumulative Distributions	\$1,124,545.40

"As of June 30, 2023

**SAFETY BEFORE** 

LIQUIDITYBEFORE

YIELD

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		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES			i		
10-31-100	AUTO LIEU TAX	8,346.02	24,723.06	104,541.00	79,817.94	23.7
10-31-200	REAL PROPERTY TAXES	283.45	3,735.39	111,619.00	107,883.61	3.4
10-31-240	FRANCHISE TAXES	801.75	3,399.71	15,250.00	11,850.29	22.3
10-31-250	CITY SALES TAXES	30,297.45	101,261.81	385,000.00	283,738.19	26.3
10-31-260	STATE SALES TAXES	20,765.08	59,214.89	240,092.00	180,877.11	24.7
	TOTAL TAXES	60,493.75	192,334.86	856,502.00	664,167.14	22.5
	LICENSES AND PERMITS					
	DIW DIVIO DEDIVITO					
10-32-100	······································	668.25	6,637.58	11,500.00	4,862.42	57.7
10-32-110 10-32-120		100.00	262.50	8,100.00	7,837.50	3.2
10-32-120	P&Z FEES	.00	.00	2,500.00	2,500.00	.0
	TOTAL LICENSES AND PERMITS	768.25	6,900.08	22,100.00	15,199.92	31.2
	INTERGOVERNMENTAL REVENUE					
10-33-100	STATE REVENUE SHARING	35,641.36	106,924.08	427,696.00	320,771.92	25.0
	TOTAL INTERGOVERNMENTAL REVENUE	35,641.36	106,924.08	427,696.00	320,771.92	25.0
	CHARGES FOR SERVICE					
10-34-140	AUCTION PROCEEDS	8,300.00	8,808.00	30,000.00	21,192.00	29.4
10-34-160	ANIMAL CONTROL FEES/FINES	.00	.00	700.00	700.00	.0
10-34-170	ADMIN GARBAGE FEES	.00	.00	15,120.00	15,120.00	.0
10-34-530	CITY BUS FEES/DONATIONS	.00	.00	1,050.00	1,050.00	.0
	TOTAL CHARGES FOR SERVICE	8,300.00	8,808.00	46,870.00	38,062.00	18.8
	FINES					
10-35-100	POLICE FINES	11,197.13	19,073.44	95,000.00	75,926.56	20.1
	IMPOUND FEES	300.00	300.00	7,800.00	7,500.00	3.9
	TOWING FEES	131.25	131.25	2,450.00	2,318.75	5.4
	LIBRARY FEES & FINES	1,066.79	1,355.39	2,100.00	744.61	64.5
	IMPOUND ADMIN FEES	150.00	150.00	.00	( 150.00)	.0
	TOTAL FINES	12,845.17	21,010.08	107,350.00	86,339.92	19.6

		PERIOD ACTUA	L YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
10-36-100	INTEREST	2,140.	25 14.665.03	31,000.00	16,334,97	47.3
10-36-200	UNREALIZED GAIN	( 28,503.6	•	•	53,963,96	.0
10-36-300	MISC. POLICE REVENUE	•	08 7,486,02	•	1,213,98	86.1
10-36-400	SALE OF FIXED ASSETS		00 .00	•	30,000.00	.0
10-36-500	PARKS & REC FACILITY RENTAL	225.		•	1,225.00	23.4
10-36-515	SUMMER SPLASH REVENUE		00 240.00	1,100.00	860,00	21.8
10-36-900	MISCELLANEOUS	1,761.	68 18,019.83	15,000.00	( 3,019.83)	120.1
10-36-902	WORKERS' COMP REIMBURSEMENTS		.00	1,000.00	1,000.00	.0
10-36-904	WILDLAND REVENUE		.00	3,000.00	3,000.00	.0
10-36-905	INSURANCE CLAIMS REFUNDS		00. 00	15,000.00	15,000.00	.0
10-36-910	LANDFILL LAND LEASE	58,500.	00 175,500.00	702,000.00	526,500.00	25.0
10-36-971	TOWER LEASE		.00	12,596.00	12,596.00	.0
10-36-999	DAILY CASH REC OVER/SHORT ACCT		.00	100.00	100.00	.0
	TOTAL MISCELLANEOUS REVENUE	34,125.	35 162,321.92	821,096.00	658,774.08	19.8
	TOWN GRANTS					
10-37-165	DONATIONS - ANIMAL CONTROL		.00	1,000.00	1,000.00	.0
10-37-456	DONATIONS - LIBRARY		00 1,050.00	3,000.00	1,950.00	35.0
10-37-457	LIBRARY GRANT	21,000.0	00 16,985.00	50,000.00	33,015.00	34.0
10-37-458	SENIOR CENTER GRANT		00. 00	25,000.00	25,000.00	.0
10-37-459	SUMMER SPLASH DONATION		00 1,000.00	5,000.00	4,000.00	20'.0
10-37-467	POLICE DONATIONS	,	.00	5,000.00	5,000.00	.0
10-37-480	SUMMER SPLASH GRANT	,	3,500.00	5,000.00	1,500.00	70.0
10-37-908	GRANTS - IT	١.	.00	15,000.00	15,000.00	.0
10-37-909	BUILDING REGULATION GRANT	),	.00	10,000.00	10,000.00	.0
10-37-913	USDA EQUIPMENT GRANT	).	.00	60,000.00	60,000.00	.0
10-37-919	CITY BUS GRANT		.00	100,000.00	100,000.00	.0
10-37-920	GENERAL ADMIN GRANT		.00	50,000.00	50,000.00	.0
10-37-921	POLICE GRANT	2,973.6	3 2,973.63	180,000.00	177,026.37	1.7
10-37-922	SRO PROGRAM REIMBURSEMENTS	).	.00	63,831.00	63,831.00	.0
10-37-925	MISC GRANTS	).	.00	150,000.00	150,000.00	.0
10-37-963	E-RATE	).	.00	25,000.00	25,000.00	.0
10-37-965	SCBA GRANT	).	.00	200,000.00	200,000.00	.0
10-37-968	PUBLIC WORKS GRANT	.0	.00	20,000.00	20,000.00	.0
10-37-969	COURT GRANT	.0	.00	10,000.00	10,000.00	.0
10-37-970	BACK TO SCHOOL DONATIONS	.0	00 3,231.00	.00	( 3,231.00)	.0
10-37-971	COMMUNITY EVENTS DONATIONS		.00	2,000.00	2,000.00	.0
	TOTAL TOWN GRANTS	23,973.6	3 28,739.63	979,831.00	951,091.37	2.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CONTRIBUTIONS AND TRANSFERS					
10-39-965	TRANSFERS IN-TRANSIT SERVICES	.00	.00	21,590.00	21,590.00	.0
10-39-966	TRANSFERS IN-FT HUACHUCA CONTR	.00	.00	50,000.00	50,000.00	.0
10-39-999	TRANSFERS IN-LANDFILL DUETO/FR	.00	.00.	2,300,000.00	2,300,000.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	2,371,590.00	2,371,590.00	.0
	TOTAL FUND REVENUE	176,147.51	527,038.65	5,633,035.00	5,105,996.35	9.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COLINCII					
	COUNCIL					
10-42-100	PERSONNEL SERVICES	1,800.00	3,600.00	14,400.00	10,800.00	25.0
10-42-130	EMPLOYEE BENEFITS	142.06	284.12	1,142.00	857.88	24.9
10-42-220	ATTORNEY FEES	.00	7,607.50	45,000.00	37,392.50	16.9
10-42-290	OFFICE SUPPLIES	.00	.00.	800.00	800.00	.0
10-42-292	EMPLOYEE APPRECIATION/RECOGNIT	.00	.00	800.00	800.00	.0
10-42-530	COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-42-640	MEMBERSHIPS	5,426.00	6,021.00	10,000.00	3,979.00	60.2
10-42-660	TRAVEL AND TRAINING	.00	.00	3,500.00	3,500.00	.0
	TOTAL COUNCIL	7,000,00				
	TOTAL COUNCIL	7,368.06	17,512.62 	76,642.00	59,129.38	22.9
	CENEDAL ADMINISTRATION					
	GENERAL ADMINISTRATION					
10-43-100	PERSONNEL SERVICES	12,488.26	28,264.65	124,052.00	95,787.35	22.8
10-43-102	NEW HIRE	.00	36.20	.00	( 36.20)	.0
10-43-105	OVERTIME	112.50	164.37	355.00	190.63	46.3
10-43-122	MISCELLANEOUS	12.00	19.00	500.00	481.00	3.8
10-43-130	EMPLOYEE BENEFITS	2,150.41	4,988.62	26,683.00	21,694.38	18.7
10-43-250	ADVERTISING	.00	.00	4,800.00	4,800.00	.0
10-43-271	TELEPHONE	292.36	761.99	5,000.00	4,238.01	15.2
10-43-280	INSURANCE	36.15	1,322.30	11,250.00	9,927.70	11.8
10-43-300	PRINTING	.00	834,11	400.00	( 434.11)	208.5
10-43-340	UTILITIES	1,172.73	5,602.10	13,000.00	7,397.90	43.1
10-43-360	CONTRACT LABOR	.00	9,236.82	.00.	( 9,236.82)	.0
10-43-366	INMATE LABOR	.00	423.85	1,200.00	776.15	35.3
10-43-440	POSTAGE	.00	316.97	1,000.00	683.03	31.7
10-43-460	SUPPLIES	722.92	722.92	4,000.00	3,277.08	18.1
10-43-462	PEST CONTROL	.00	156.00	200.00	44.00	78.0
10-43-465	EMPLOYMENT TESTING/BACKGROUND	.00	.00	2,300.00	2,300.00	.0
10-43-470	VEHICLE EXPENSE	.00.	.00	600.00	600.00	.0
10-43-475	FUEL EXPENSE	.00.	1,377.84	800.00	( 577.84)	172.2
10-43-480	COMPUTER EXPENSE	201.00	603.00	.00.	( 603.00)	.0
10-43-610	EQUIPMENT MAINTENANCE	.00	.00	100.00	100.00	.0
10-43-640	MEMBERSHIP	64.00	2,057.00	1,300.00	( 757.00)	158.2
10-43-650	PROFESSIONAL SERVICES	4,212.50	11,962.50	60,000.00	48,037.50	19.9
10-43-660	TRAVEL AND TRAINING	.00	50.00	4,500.00	4,450.00	1.1
10-43-690	ELECTION SUPPLIES	.00	.00	1,100.00	1,100.00	.0
10-43-703	CODIFYING/DIGITIZING	.00	.00	3,000.00	3,000.00	.0
10-43-705	DEBT:CAP LEASE EXP (830 AZ ST)	.00	27,285.00	34,100.00	6,815.00	80.0
10-43-840	CAPITAL OUTLAY - EQUIPMENT	167.60	519.19	3,000.00	2,480.81	17.3
	TOTAL GENERAL ADMINISTRATION	21,632.43	96,704.43	303,240.00	206,535.57	31.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MAGISTRATE					
10-45-100	PERSONNEL SERVICES	6,102.66	13,795.01	52,403.00	38,607.99	26.3
10-45-105	OVERTIME	.00	330.73	975.00	644.27	33.9
10-45-120	PROSECUTION FEES	870.00	4,940.00	12,000.00	7,060.00	41.2
10-45-130	EMPLOYEE BENEFITS	1,535.04	3,580.43	14,074.00	10,493.57	25.4
10-45-221	COURT APPT ATTORNEYS	.00	.00	9,000.00	9,000.00	.0
10-45-250	CONTRACT LABOR-PRO TEM	.00	.00	1,500.00	1,500.00	.0
10-45-290	OFFICE SUPPLIES	594.86	594.86	200.00	( 394.86)	297.4
10-45-360	CONTRACT LABOR-JUDGE	.00	.00	14,500.00	14,500.00	.0
10-45-480	COMPUTER EXPENSE	.00	1,241.79	2,500.00	1,258.21	49.7
10-45-650	PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
10-45-660	TRAVEL/TRAINING	552.13	552.13	1,000.00	447.87	55.2
	TOTAL MAGISTRATE	9,654.69	25,034.95	113,152.00	88,117.05	22.1
	<u>m</u>					
10-48-100	PERSONNEL SERVICES	.00	.00	21,424.00	21,424.00	.0
10-48-101	CONTRACT LABOR	.00.	.00	7,000.00	7,000.00	.0
10-48-130	EMPLOYEE BENEFITS	.00.	.00	1,700.00	1,700.00	.0
10-48-210	SUBSCRIPTIONS & SOFTWARE LIC	.00	1,002.70	45,000.00	43,997.30	2.2
10-48-275	CELL PHONE	.00	3,114.04	17,000.00	13,885.96	18.3
10-48-450	EQUIPMENT	.00	.00	7,500.00	7,500.00	.0
10-48-481	INTERNET	.00	.00.	14,000.00	14,000.00	.0
	TOTAL IT	.00	4,116.74	113,624.00	109,507.26	3.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
	——					
10-51-100	PERSONNEL SERVICES	33,549.61	75,391.57	368,493.00	293,101.43	20.5
10-51-105	OVERTIME	3,341.64	5,688.11	12,634.00	6,945.89	45.0
10-51-110	UNIFORM EXPENSE	1,848.23	2,323.23	3,750.00	1,426.77	62.0
10-51-130	EMPLOYEE BENEFITS	6,557.91	15,560.23	128,653.00	113,092.77	12.1
10-51-135	PUBLIC SAFETY RETIREMENT	4,767.37	10,621.65	75,815.00	65,193.35	14.0
10-51-222	SEACOM/CCSO CONTRACT	.00	20,487.50	81,950.00	61,462.50	25.0
10-51-230	PROFESSIONAL SERVICES	.00	.00	1,600.00	1,600.00	.0
10-51-231	PSPRS ATTORNEY	22.50	22.50	2,700.00	2,677.50	.8
10-51-271	TELEPHONE	174.50	354.56	2,500.00	2,145.44	14.2
10-51-290	OFFICE SUPPLIES	303.39	303.39	1,500.00	1,196.61	20.2
10-51-295	PRINTING	.00	153.35	1,500.00	1,346.65	10.2
10-51-340	UTILITIES	.00	1,326.47	7,000.00	5,673.53	19.0
10-51-366	INMATE LABOR	.00	46.52	500.00	453.48	9.3
10-51-430	HUMANE SUPPLIES	.00	162.37	.00	( 162.37)	.0
10-51-460	MAINTENANCE AND SUPPLIES	833.97	833.97	1,500.00	666.03	55.6
10-51-462	PEST CONTROL	.00	156.00	500,00	344.00	31.2
10-51-463	ACO SUPPLIES	.00	.00	1,300.00	1,300.00	.0
10-51-466	WEAPONS AND AMMUNITION	.00.	.00.	2,000.00	2,000.00	.0
10-51-467	SV CONTRACT PAYMENT	.00	.00	5,500.00	5,500.00	.0
10-51-470	VEHICLE EXPENSE	1,088.63	1,173.56	10,000.00	8,826.44	11.7
10-51-475	POLICE FUEL EXPENSE	.00	2,217.37	13,500.00	11,282.63	16.4
10-51-505	TOW FEES	346.25	346.25	3,000.00	2,653.75	11.5
10-51-620	EQUIP REPAIR AND MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
10-51-640	MEMBERSHIP	.00	.00	725.00	725.00	.0
10-51-660	TRAVEL AND TRAINING	570.00	702.00	7,500.00	6,798.00	9.4
10-51-665	COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-51-705	CAPITAL LEASE	67.87	203.61	1,500.00	1,296.39	13.6
10-51-804	SOFTWARE LICENSING	3,382.06	3,382.06	9,700.00	6,317.94	34.9
10-51-810	JAIL FEES	.00	.00	4,000.00	4,000.00	.0
10-51-841	VEHICLE LEASE	.00	.00	26,994.00	26,994.00	.0
10-51-850	NEW EQUIPMENT	.00.	.00	4,000.00	4,000.00	.0
10-51-856	BODY WORN CAMERA PROG.	.00	.00.	1,500.00	1,500.00	.0
	TOTAL POLICE	56,853.93	141,456.27	785,314.00	643,857.73	18.0
	FIRE					
10-53-100	DEDSONNEL SEDVICES	00	00	4,500.00	4 500 00	^
10-53-100	PERSONNEL SERVICES EMPLOYEE BENEFITS	.00 .00	.00 .00	4,500.00 529.00	4,500.00 529.00	.0 .0
10-53-130	UTILITIES	.00 54.57	1,580.28	8,500.00	6,919.72	18.6
	FIRE SERVICES	.00	.00	403,000.00	403,000.00	.0
	EQUIPMENT/SUPPLIES	.00.	.00	5,000.00	5,000.00	.0
	VEHICLE EXPENSE	.00.	.00.	14,000.00	14,000.00	.0
	FUEL EXPENSE	.00.	12.00	2,000.00	1,988.00	.6
	PRESUMPTIVE CANCER COVERAGE	.00 4,104.27	4,104.27	5,000.00	1,988.00 895.73	.0 82.1
	EQUIPMENT MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
	TOTAL FIRE	4,158.84	5,696.55	445,529.00	439,832.45	1.3

			PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
		BUILDING REGULATION					
	10-54-360	CONTRACT LABOR	4,500.00	13,512.00	57,500.00	43,988.00	23.5
	10-54-760	BLDG REGULATION SUPPLIES	.00	.00	1,000.00	1,000.00	.0
	10-54-801	ABATEMENT	.00.	.00	12,000.00	12,000.00	.0
		TOTAL BUILDING REGULATION	4,500.00	13,512.00	70,500.00	56,988.00	19.2
		PUBLIC WORKS					r F
	10-57-100	PERSONNEL SERVICES	2,632.49	6,167.67	22,131.00	15,963.33	27.9
	10-57-105	OVERTIME	44.23	91.56	693.00	601.44	13.2
	10-57-110	UNIFORM EXPENSE	.00	8.37	450.00	441.63	1.9
	10-57-130	EMPLOYEE BENEFITS	561.11	1,338.99	8,575.00	7,236.01	15.6
	10-57-340	UTILITIES	66.19	72.81	2,500.00	2,427.19	2.9
	10-57-366	INMATE LABOR	.00	171.40	1,400.00	1,228.60	12.2
	10-57-460	MAINTENANCE AND SUPPLIES	.00	133.32	1,500.00	1,366.68	8.9
	10-57-470	VEHICLE REPAIR/MAINT	.00	.00	1,500.00	1,500.00	.0
	10-57-475	FUEL EXPENSE	.00	452.88	3,000.00	2,547.12	15.1
	10-57-476	DIESEL	.00	.00	500.00	500.00	.0
	10-57-500	BUILDING MAINTENANCE	182.08	21,594.77	25,000.00	3,405.23	86.4
	10-57-540	SMALL TOOLS	.00	156.11	1,500.00	1,343.89	10.4
	10-57-610	EQUIPMENT MAINTENANCE	.00.	.00	6,500.00	6,500.00	.0
		TOTAL PUBLIC WORKS	3,486.10	30,187.88	75,249.00	45,061.12	40.1
		CITY POOL					
	10-58-100	PERSONNEL SERVICES	1,942.23	10,411.98	14,500.00	4,088.02	71.8
	10-58-130	EMPLOYEE BENEFITS	208.32	1,116.85	1,289.00	172.15	86.6
•	10-58-340	UTILITIES	.00.	1,955.04	7,000.00	5,044.96	27.9
	10-58-460	MAINTENANCE AND SUPPLIES	243.10	408.64	5,000.00	4,591.36	8.2
•	10-58-660	CERTIFYING	.00.	.00	500.00	500.00	.0
		TOTAL CITY POOL	2,393.65	13,892.51	28,289.00	14,396.49	49.1
		SUMMER SPLASH					
1	0-59-100	PERSONNEL SERVICES	.00	3,299.81	8,040.00	4,740.19	41.0
1	0-59-130	EMPLOYEE BENEFITS	.00.	297.17	715.00	417.83	41.6
1	0-59-460	SUPPLIES	.00	.00	300.00	300.00	.0
		TOTAL SUMMER SPLASH	.00.	3,596.98	9,055.00	5,458.02	39.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
10-60-340	UTILITIES	30.34	858.04	3,000.00	2,141.96	28.6
10-60-460	SUPPLIES	.00	.00	2,500.00	2,500.00	.0
10-60-530	COMMUNITY RELATIONS/JULY 4TH	.00	334.51	10,000.00	9,665.49	3.4
	TOTAL PARKS & RECREATION	30.34	1,192.55	15,500.00	14,307.45	7.7
	LIBRARY AND COMMUNITY SERVICES					
10-62-100	DEDCONNEL CERVICES	44 707 00	07 700 07	00 500 00	70.005.05	
10-62-100	PERSONNEL SERVICES	11,797.36	27,580.35	98,566.00	70,985.65	28.0
10-62-130	EMPLOYEE BENEFITS TELEPHONE	1,527.40 79.90	3,785.48	19,852.00	16,066.52	19.1
10-62-271	OFFICE SUPPLIES	79.90 497.37	199.98 993.82	1,650.00	1,450.02	12.1
10-62-300	PRINTING	.00	155.18	.00 00.008	( 993.82)	.0 19.4
10-62-340	UTILITIES	30.34		7,000.00	644.82 4,583.54	34.5
10-62-366	INMATE LABOR	.00	2,416.46 470.36	1,800.00	1,329.64	34.5 26.1
10-62-460	SUPPLIES	.00.	.00	2,850.00	2,850.00	
	PEST CONTROL	.00.	127.00	450.00	323.00	.0 28.2
10-62-476	FUEL	.00.	4.00	200.00	196.00	20.2
10-62-480	COMPUTER EXPENSE	.00.	.00	2,700.00	2,700.00	.0
10-62-481	INTERNET	.00	2,200.00	3,000.00	800.00	73.3
10-62-620	VEHICLE REPAIR & MAINT	.00	32.30	350.00	317.70	9.2
10-62-640	MEMBERSHIP	.00.	.00	150.00	150.00	.0
10-62-660	TRAVEL AND TRAINING	.00	.00	500.00	500.00	.0
10-62-703	COMMUNITY RELATIONS	.00	.00	200.00	200.00	.0
	CAPITAL LEASE	67.87	203.61	800.00	596.39	25.5
	TOTAL LIBRARY AND COMMUNITY SERVICES	14,000.24	38,168.54 ————————————————————————————————————	140,868.00	102,699.46	27.1
	CITY BUS					
10-65-100	PERSONNEL SERVICES	( 19,606.11)	2,281.35	14,836,00	12,554.65	15.4
	EMPLOYEE BENEFITS	( 5,872.37)	817.14	1,841,00	1,023,86	44.4
	PROFESSIONAL SERVICES	,	( 77.88)	.00	77.88	.0
	FUEL EXPENSE	.00	870.33	4,000.00	3,129.67	21.8
	VEHICLE REPAIR & MAINTENANCE	( 408.69)	341.56	2,000.00	1,658.44	17.1
	TOTAL CITY BUS	( 25,887.17)	4,232.50	22,677.00	18,444.50	18.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SENIOR CENTER					
40.00.000	OURDI IFO		450.04	4	244.00	
10-68-290		.00	158.91	1,000.00	841.09	15.9
10-68-340		50.14	931.65	4,000.00	3,068.35	23.3
10-68-450	EQUIPMENT	.00	.00	600.00	600.00	.0
10-68-462		.00	156.00	500.00	344.00	31.2
10-68-463	EQUIPMENT REPAIR	.00.	177.08	1,000.00	822.92	17.7
	TOTAL SENIOR CENTER	50.14	1,423.64	7,100.00	5,676.36	20.1
	TOWN GRANTS					
10-69-800	DONATIONS - ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
10-69-802	LIBRARY DONATIONS EXP	421.83	421.83	3,000.00	2,578.17	14.1
10-69-803	IT GRANT EXP	.00	.00	15,000.00	15,000.00	.0
10-69-804	MISC GRANT EXP	.00	6,616.03	150,000.00	143,383.97	4.4
10-69-805	BUILDING REGULATION EXP	.00	.00	10,000.00	10,000.00	.0
10-69-806	LIBRARY GRANTS EXP	.00.	.00	50,000.00	50,000.00	.0
10-69-807	SENIOR CENTER GRANT EXP	.00.	.00	25,000.00	25,000.00	.0
10-69-808	SUMMER SPLASH GRANT EXP	796.43	796.43	5,000.00	4,203.57	15.9
10-69-810	E-RATE GRANT EXP	.00	.00	25,000.00	25,000.00	.0
	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		.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
10-69-845	POLICE GRANT EXP	8,649.42	78,017.38	180,000.00	101,982.62	43.3
10-69-846	AZDOHS GRANT EXPENDITURES	750.07	750.07	.00		.0
10-69-849	BUS LINE EXP	184.60	2,326.49	100,000.00	( 750.07) 97,673.51	2.3
10-69-850	SCBA GRANT EXP	.00	.00	200,000.00		.0
10-69-851	USDA EQUIPMENT GRANT			•	200,000.00	
		.00	.00	60,000.00	60,000.00	.0
10-69-900	COMMUNITY EVENTS DONATION EXP	.00	.00	2,000.00	2,000.00	
	TOTAL TOWN GRANTS	10,802.35	88,928.23	916,000.00	827,071.77	9.7
	NON-DEPARTMENTAL					
10-70-990	CONTINGENCY	.00	.00	85,518.00	85,518.00	.0
	CONTINGENCY - URS SET ASIDE	.00	.00	64,778.00	64,778.00	.0
	TOTAL NON-DEPARTMENTAL	.00	.00	150,296.00	150,296.00	.0
	,					
	TRANSFERS					
10-90-980	TRANSFERS OUT TO CAPITAL PROJ	.00	.00	60,000.00	60,000.00	.0
	TOTAL TRANSFERS	.00.	.00	60,000.00	60,000.00	.0

#### GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	109,043.60	485,656.39	3,333,035.00	2,847,378.61	14.6
NET REVENUE OVER EXPENDITURES	67,103.91	41,382.26	2,300,000.00	2,258,617.74	1.8

### POLICE - DHS GRANT - VEHICLE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
11-30-700	DEMA GRANT FUNDS	.00	.00	300,000.00	300,000.00	.0
	TOTAL REVENUE	.00	.00	300,000.00	300,000.00	.0
	TOTAL FUND REVENUE	.00	.00	300,000.00	300,000.00	.0

#### POLICE - DHS GRANT - VEHICLE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
11-40-810	DHS AUTHORIZED EXPENSES	.00.	.00	300,000.00	300,000.00	.0
	TOTAL EXPENDITURES	.00.	.00	300,000.00	300,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	300,000.00	300,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00.	.00	.00	.00	.0

#### POLICE - DHS GRANT - BP OT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
12-30-800	DHS STONEGARDEN	.00.	.00	250,000.00	250,000.00	.0
	TOTAL REVENUE	.00.	.00	250,000.00	250,000.00	.0
	TOTAL FUND REVENUE	.00	.00	250,000.00	250,000.00	.0

### POLICE - DHS GRANT - BP OT

		PERIOD A	CTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES						
12-40-105	STONE GARDEN OVERTIME		.00	.00	32,233.00	32,233.00	.0
12-40-130	EMPLOYEE BENEFITS		19.16	130.35	12,228.00	12,097.65	1.1
12-40-131	OVERTIME		.00	.00	6,000.00	6,000.00	.0
12-40-135	PUBLIC SAFETY RETIREMENT		34.55	238.37	13,539.00	13,300.63	1.8
12-40-810	AUTHORIZED EXPENSES		.00	.00.	179,660.00	179,660.00	.0
12-40-840	MILEAGE		158.33	1,092.45	6,340.00	5,247.55	17.2
	TOTAL EXPENDITURES		212.04	1,461.17	250,000.00	248,538.83	.6
	TOTAL FUND EXPENDITURES		212.04	1,461.17	250,000.00	248,538.83	.6
	NET REVENUE OVER EXPENDITURES	(	212.04)	( 1,461.17)	.00	1,461.17	.0

#### POLICE - DHS GRANT - COMPUTER

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
13-30-700	GOHS (DUI TASK FORCE)	.00	.00	100,000.00	100,000.00	.0
	TOTAL REVENUE	.00	.00	100,000.00	100,000.00	.0
	TOTAL FUND REVENUE	.00	.00	100,000.00	100,000.00	.0

### POLICE - DHS GRANT - COMPUTER

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LIBRARY					
13-40-810	DHS AUTHORIZED EXPENSES	.00	.00	100,000.00	100,000.00	.0
	TOTAL LIBRARY	.00	.00	100,000.00	100,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	100,000.00	100,000.00	0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

#### RICO FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
16-36-950	RICO REVENUE (ASSET FORFEITURE	.00	.00	10,000.00	10,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	10,000.00	10,000.00	.0
	TOTAL FUND REVENUE	.00	.00.	10,000.00	10,000.00	.0

#### RICO FUND

		PERIOD ACTUAL	YTD ACTUAL -	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
16-40-850	RICO AUTHORIZED EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
	TOTAL EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00.	

### TRUST FUND

	y	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
20-30-200	FINES AND BAILS	8,495.72	27,021.41	174,000.00	146,978.59	15.5
20-30-300	BONDS	.00	.00	100.00	100.00	.0
20-30-400	RESTITUTION	.00	( 200.00)	100.00	300.00	(200.0)
20-30-500	JCEF	.00	.00	100.00	100.00	.0
	TOTAL REVENUE	8,495.72	26,821.41	174,300.00	147,478.59	15.4
	TOTAL FUND REVENUE	8,495.72	26,821.41	174,300.00	147,478.59	15.4

#### TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
20-40-200	FINES AND BAILS	200.00	27,514.28	174,000.00	146,485.72	15.8
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	200.00	27,514.28	174,300.00	146,785.72	15.8
	TOTAL FUND EXPENDITURES	200.00	27,514.28	174,300.00	146,785.72	15.8
	NET REVENUE OVER EXPENDITURES	8,295.72	( 692.87)	.00	692.87	.0

#### ROAD USER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
23-30-300	GAS TAX REVENUES - HURF	12,948.69	43,103.20	164,295.00	121,191.80	26.2
	TOTAL REVENUE	12,948.69	43,103.20	164,295.00	121,191.80	26.2
	CONTRIBUTIONS AND TRANSFERS					
23-39-998	TRANSFERS IN FROM FUND BALANCE	.00	.00	280,000.00	280,000.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	280,000.00	280,000.00	.0
	TOTAL FUND REVENUE	12,948.69	43,103.20	444,295.00	401,191.80	9.7

### ROAD USER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ROAD USERS ADMIN					
23-40-100	PERSONNEL SERVICES	1,399.20	3,264.80	12,126.00	8,861.20	26.9
23-40-110	UNIFORM EXPENSE	.00	.00	180.00	180.00	.0
23-40-130	EMPLOYEE BENEFITS	233.55	544.95	3,900.00	3,355.05	14.0
23-40-340	UTILITIES	.00	7,608.92	20,000.00	12,391.08	38.0
23-40-460	MAINTENANCE AND SUPPLIES	.00	982.32	5,000.00	4,017.68	19.7
23-40-475	FUEL	.00	.00	7,000.00	7,000.00	.0
23-40-490	ROAD REPAIR	.00	.00	103,589.00	103,589.00	.0
23-40-610	EQUIPMENT REPAIR	.00	520.98	12,500.00	11,979.02	4.2
23-40-650	PROFESSIONAL SERVICES	.00	.00	15,000.00	15,000.00	.0
23-40-831	CAPITAL OUTLAY	.00	.00	80,000.00	80,000.00	.0
23-40-928	TRANSFERS OUT-SKYLINE RD PROJ	.00	.00	85,000.00	85,000.00	.0
23-40-980	TRANSFERS OUT TO CAPITAL PROJ	.00.	.00.	100,000.00	100,000.00	.0
	TOTAL ROAD USERS ADMIN	1,632.75	12,921.97	444,295.00	431,373.03	2.9
	TOTAL FUND EXPENDITURES	1,632.75	12,921.97	444,295.00	431,373.03	2.9
	NET REVENUE OVER EXPENDITURES	11,315.94	30,181.23	.00.	( 30,181.23)	.0

#### STATE HURF - SKYLINE PROJECT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
28-30-101	STATE REVENUE	.00	2,071,200.00	2,070,000.00	( 1,200.00)	100.1
	TOTAL REVENUE	.00	2,071,200.00	2,070,000.00	( 1,200.00)	100.1
	CONTRIBUTIONS AND TRANSFERS					
28-39-923	TRANSFERS IN FROM ROAD USER	.00	.00	85,000.00	85,000.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	85,000.00	85,000.00	.0
	TOTAL FUND REVENUE	.00	2,071,200.00	2,155,000.00	83,800.00	96.1

### STATE HURF - SKYLINE PROJECT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STATE HURF EXPENDITURES					
28-40-805	DESIGN	.00	.00	300,000.00	300,000.00	.0
28-40-810	CONSTRUCTION	.00	.00	1,855,000.00	1,855,000.00	.0
	TOTAL STATE HURF EXPENDITURES	.00	.00	2,155,000.00	2,155,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	2,155,000.00	2,155,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	2,071,200.00	.00.	( 2,071,200.00)	.0

#### **GRANT OPPORTUNITY**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT REVENUE					
29-30-800	GRANT REVENUE CDBG	3,000.00	3,000.00	500,000.00	497,000.00	.6
	TOTAL GRANT REVENUE	3,000.00	3,000.00	500,000.00	497,000.00	.6
	TOTAL FUND REVENUE	3,000.00	3,000.00	500,000.00	497,000.00	.6

#### **GRANT OPPORTUNITY**

		PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT EXPENDITURES					
29-40-840	AUTHORIZED EXPENDITURES		00	.00 500,000.00	500,000.00	.0
	TOTAL GRANT EXPENDITURES	(	00	.00 500,000.00	500,000.00	.0
	TOTAL FUND EXPENDITURES		00	500,000.00	500,000.00	.0
	NET REVENUE OVER EXPENDITURES	3,000.0	0 3,000.	.00 .00	( 3,000.00)	.0

#### WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
51-30-200	WATER SALES	38,425.41	120,353.18	398,000.00	277,646.82	30.2
51-30-202	RC: RECONNECT FEE	.00	.00	1,000.00	1,000.00	.0
51-30-300	CONNECTION FEES	75.00	330.00	1,500.00	1,170.00	22.0
51-30-400	PENALTIES & FORFEITURES	.00	.00	7,000.00	7,000.00	.0
51-30-900	WATER ADMIN FEE	.00	.00.	1,000.00	1,000.00	.0
	TOTAL REVENUE	38,500.41	120,683.18	408,500.00	287,816.82	29.5
	CONTRIBUTIONS AND TRANSFERS					
51-39-999	TRANSFERS IN-LANDFILL DUE TO/	.00	.00	300,000.00	300,000.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00.	.00	300,000.00	300,000.00	.0
	TOTAL FUND REVENUE	38,500.41	120,683.18	708,500.00	587,816.82	17.0

#### WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER EXPENDITURES					
51-40-100	PERSONNEL SERVICES	11,192.35	26,230.45	103,712.00	77,481.55	25.3
51-40-105	OVERTIME	199.02	453.37	3,525.00	3,071.63	12.9
51-40-110	UNIFORM EXPENSE	.00.	37.60	1,485.00	1,447.40	2.5
51-40-130	EMPLOYEE BENEFITS	2,765.54	6,690.39	41,976.00	35,285.61	15.9
51-40-280	INSURANCE	.00.	1,250.00	11,250.00	10,000.00	11.1
51-40-290	OFFICE SUPPLIES	.00.	.00	2,000.00	2,000.00	.0
51-40-300	PRINTING	.00.	.00	1,000.00	1,000.00	.0
51-40-340	UTILITIES	.00.	13,207.94	45,000.00	31,792.06	29.4
51-40-360	CONTRACT LABOR	.00.	.00	6,000.00	6,000.00	.0
51-40-366	INMATE LABOR	.00	771.32	3,000.00	2,228.68	25.7
51-40-440	POSTAGE	.00	1,109.38	2,500.00	1,390.62	44.4
51-40-460	MAINTENANCE & SUPPLIES	307.58	1,058.42	12,000.00	10,941.58	8.8
51-40-470	VEHICLE EXPENSE	2,262.58	2,520.05	9,000.00	6,479.95	28.0
51-40-472	METER REPLACEMENT	.00	1,110.05	9,000.00	7,889.95	12.3
51-40-475	FUEL EXPENSE	.00	1,840.32	12,000.00	10,159.68	15.3
51-40-476	DIESEL	.00	.00	5,000.00	5,000.00	.0
51-40-480	SOFTWARE LICENSING - CASELLE	201.00	402.00	2,500.00	2,098.00	16.1
51-40-510	WATER TESTS	139.00	139.00	3,000.00	2,861.00	4.6
51-40-516	ADEQ FEES	.00.	2,500.00	10,000.00	7,500.00	25.0
51-40-610	EQUIPMENT MAINTENANCE	3,820.68	3,937.47	17,500.00	13,562.53	22.5
51-40-640	MEMBERSHIP	.00.	.00	1,200.00	1,200.00	.0
51-40-650	PROFESSIONAL SERVICES	2,149.25	5,131.75	45,000.00	39,868.25	11.4
51-40-660	TRAVEL & TRAINING	.00	.00	1,000.00	1,000.00	.0
51-40-804	SOFTWARE LICENSING	.00	201.00	.00	( 201.00)	.0
51-40-840	WATER CAPITAL OUTLAY	.00	.00	30,000.00	30,000.00	.0
51-40-845	CONTINGENCY EXP	.00	.00	29,352.00	29,352.00	.0
51-40-900	BAD DEBT EXPENSE	.00	.00.	500.00	500.00	.0
	TOTAL WATER EXPENDITURES	23,037.00	68,590.51	408,500.00	339,909.49	16.8
	TOTAL FUND EXPENDITURES	23,037.00	68,590.51	408,500.00	339,909.49	16.8
	NET REVENUE OVER EXPENDITURES	15,463.41	52,092.67	300,000.00	247,907.33	17.4

#### SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
52-30-200 52-30-300		25,773.90 .00	75,609.35 .00	290,000.00 1,000.00	214,390.65 1,000.00	26.1
	TOTAL REVENUE	25,773.90	75,609.35	291,000.00	215,390.65	26.0
	TOTAL FUND REVENUE	25,773.90	75,609.35	291,000.00	215,390.65	26.0

#### SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER EXPENDITURES					
52-40-100	PERSONNEL SERVICES	8,543.08	20,047.89	72,783.00	52,735.11	27.5
52-40-105	OVERTIME	199.01	453.37	3,298.00	2,844.63	13.8
52-40-110	UNIFORM EXPENSE	.00	37.60	1,350.00	1,312.40	2.8
52-40-130	EMPLOYEE BENEFITS	2,185.41	5,282.21	30,900.00	25,617.79	17.1
52-40-280	INSURANCE	.00	1,250.00	11,250.00	10,000.00	11.1
52-40-300	PRINTING	.00	.00	1,500.00	1,500.00	.0
52-40-340	UTILITIES	.00	715.94	11,000.00	10,284.06	6.5
52-40-360	CONTRACT LABOR	400.00	800.00	5,000.00	4,200.00	16.0
52-40-366	INMATE LABOR	.00	771.31	7,500.00	6,728.69	10.3
52-40-440	POSTAGE	.00	1,109.38	2,500.00	1,390.62	44.4
52-40-460	MAINTENANCE AND SUPPLIES	58.42	1,381.42	4,000.00	2,618.58	34.5
52-40-470	VEHICLE EXPENSE	20.00	20.00	4,200.00	4,180.00	.5
52-40-475	FUEL	.00	1,128.13	9,000.00	7,871.87	12.5
52-40-476	DIESEL	.00	.00	5,000.00	5,000.00	.0
52-40-480	SOFTWARE LICENSING - CASELLE	201.00	603.00	2,500.00	1,897.00	24.1
52-40-516	ADEQ FEES	.00	.00	3,000.00	3,000.00	.0
52-40-610	EQUIPMENT MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
52-40-650	PROFESSIONAL SERVICES	1,062.75	3,045.25	20,000.00	16,954.75	15.2
52-40-702	SEWAGE POND COMPLIANCE	265.50	508.00	6,000.00	5,492.00	8.5
52-40-750	DEBT SERVICE	.00	.00	10,000.00	10,000.00	.0
52-40-846	CONTINGENCY EXP	.00	.00	20,719.00	20,719.00	.0
52-40-900	BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
52-40-950	PAYMENT ON WIFA LOAN	.00	44,024.95	54,000.00	9,975.05	81.5
	TOTAL SEWER EXPENDITURES	12,935.17	81,178.45	291,000.00	209,821.55	27.9
	TOTAL FUND EXPENDITURES	12,935.17	81,178.45	291,000.00	209,821.55	27.9
	NET REVENUE OVER EXPENDITURES	12,838.73	( 5,569.10)	.00	5,569.10	.0

#### GARBAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
54-30-200	SALES RECEIPTS	13,434.83	38,736.39	170,000.00	131,263.61	22.8
	TOTAL REVENUE	13,434.83	38,736.39	170,000.00	131,263.61	22.8
	TOTAL FUND REVENUE	13,434.83	38,736.39	170,000.00	131,263.61	22.8

#### GARBAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GARBAGE EXPENDITURES					
54-40-360	CONTRACT	.00.	40,738.62	170,000.00	129,261.38	24.0
	TOTAL GARBAGE EXPENDITURES	.00.	40,738.62	170,000.00	129,261.38	24.0
	TOTAL FUND EXPENDITURES	.00	40,738.62	170,000.00	129,261.38	24.0
	NET REVENUE OVER EXPENDITURES	13,434.83	( 2,002.23)	.00	2,002.23	.0

#### LANDFILL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
55-30-200	SALES - LANDFILL	113,417.76	340,407.02	1,473,383.00	1,132,975.98	23.1
55-30-201	LATE PENALTIES	.00	.00	500.00	500.00	.0
55-30-205	MISC.REVENUE	167.50	437.50	20,000.00	19,562.50	2.2
55-30-210	TIPPING FEES	19,531.03	67,313.85	189,253.00	121,939.15	35.6
	TOTAL REVENUE	133,116.29	408,158.37	1,683,136.00	1,274,977.63	24.3
	MISCELLANEOUS REVENUE					
55-36-400	SALE OF FIXED ASSETS	.00	.00	15,000.00	15,000.00	.0
55-36-903	DIESEL SALES (FIRE,SCHOOL)	.00	.00	20,000.00	20,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	35,000.00	35,000.00	.0
	TOTAL FUND REVENUE	133,116.29	408,158.37	1,718,136.00	1,309,977.63	23.8

### LANDFILL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LANDFILL EXPENDITURES					
	LANDI ILL EXPENDITORES					
55-40-100	PERSONNEL SERVICES	24,106.70	54,753.74	242,282.00	187,528.26	22.6
55-40-105		4,956.92	12,354.76	27,040.00	14,685.24	45.7
55-40-110		.00	374.08	6,435.00	6,060.92	5.8
55-40-130	EMPLOYEE BENEFITS	7,216.92	17,323.83	98,196.00	80,872.17	17.6
55-40-265	BANK COSTS/FEES	4,258.15	5,735,41	25,000.00	19,264.59	22.9
55-40-280	INSURANCE	.00	1,250.00	11,250.00	10,000.00	11.1
55-40-290	OFFICE SUPPLIES	.00	.00.	1,000.00	1,000.00	.0
55-40-300	PRINTING	.00	.00	500.00	500.00	.0
55-40-337	PROPERTY LEASE	58,500.00	175,500.00	702,000.00	526,500.00	25.0
55-40-338	LF FINANCIAL ASSURANCE	.00	.00.	88,000.00	88,000.00	.0
55-40-340	UTILITIES	57.75	3,512.45	7,000.00	3,487.55	50,2
55-40-350	SAFETY EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
55-40-360	CONTRACT LABOR	760.00	760.00	9,000.00	8,240.00	8.4
55-40-366	INMATE LABOR	.00	938.67	3,000.00	2,061.33	31.3
55-40-440	POSTAGE	.00	633.93	1,500.00	866.07	42.3
55-40-460	MAINTENANCE & SUPPLIES	1,898.26	2,945.28	30,000.00	27,054.72	9.8
	VEHICLE EXPENSE	375.00	375.00	4,500.00	4,125.00	8.3
	FUEL EXPENSE	.00	858.91	13,000.00	12,141.09	6.6
55-40-476	DIESEL	1,705.15	24,848.87	95,000.00	70,151.13	26.2
55-40-480	SOFTWARE LICENSING - CASELLE	291.66	382.32	3,000.00	2,617.68	12.7
55-40-510	LAB FEES	.00	.00	3,500.00	3,500.00	.0
55-40-511	WATER MONITORING	2,422.00	2,422.00	2,000.00	( 422.00)	.0 121.1
55-40-515	ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
	ADEQ FEES	2,415.43	2,415.43	15,000.00	12,584.57	16.1
55-40-610	EQUIPMENT MAINTENANCE	14,078.45	60,334.95	115,000.00	54,665.05	52.5
55-40-640	MEMBERSHIP	.00	.00	200.00	200.00	.0
55-40-650	PROFESSIONAL SERVICES	2,087.00	5,872.00	30,000.00	24,128.00	.0 19.6
	TRAVEL - TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
55-40-705	CAPITAL LEASE	13,529,38	13,529.38	82,000.00	68,470.62	.0 16.5
	CAPITAL EQUIPMENT	.00	10,529.50	53,000.00		
	SOFTWARE LICENSING	.00	402.00	3,000.00	53,000.00 2,598.00	.0 13.4
	CONTINGENCY EXP	.00	.00	33,033.00	33,033.00	.0
	METHANE MONITORING	.00	.00	7,200.00	7,200.00	.0
55-40-900	BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
	TRANSFERS OUT TO GF DUE TO/FRO	.00	.00	2,300,000.00		.0
	TRANSFER OUT-WATER DUE TO/FROM				2,300,000.00	
55-40-951	TRANSFER OUT-WATER DUE TO/FROW	.00	.00.	300,000.00	300,000.00	.0
	TOTAL LANDFILL EXPENDITURES	138,658.77	387,523.01	4,318,136.00	3,930,612.99	9.0
	TOTAL FUND EXPENDITURES	138,658.77	387,523.01	4,318,136.00	3,930,612.99	9.0
	NET REVENUE OVER EXPENDITURES	( 5,542.48)	20,635.36	( 2,600,000.00)	( 2,620,635.36)	.8

#### FUND 57

		PERIC	DD ACTUAL	YTD	ACTUAL -	BUDGET	_	UNE	XPENDED	PCNT
	GARBAGE EXPENDITURES									
57-40-100	PERSONNEL SERVICES		146.21		146.21	ا	00	(	146.21)	.0
	TOTAL GARBAGE EXPENDITURES		146.21	•	146.21	.1	00	(	146.21)	.0
	TOTAL FUND EXPENDITURES	***************************************	146.21	<del></del>	146.21	.1	00	(	146.21)	.0
	NET REVENUE OVER EXPENDITURES		146.21)	(	146.21)	١,	10		146.21	.0

#### TRANSIT SERVICES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE		٨			
65-30-100	CONTRACT REVENUE	24,288.75	97,155.00	291,465.00	194,310.00	33.3
	TOTAL REVENUE	24,288.75	97,155.00	291,465.00	194,310.00	33.3
	TOTAL FUND REVENUE	24,288.75	97,155.00	291,465.00	194,310.00	33.3

#### TRANSIT SERVICES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
65-40-100	PERSONNEL SERVICES	36,034.13	36,034.13	134,191.00	98,156.87	26.9
65-40-105	OVERTIME	51.87	51.87	69.00	17.13	75.2
65-40-130	EMPLOYEE BENEFITS	10,853.94	10,853.94	54,911.00	44,057.06	19.8
65-40-280	INSURANCE	.00	.00	5,000.00	5,000.00	.0
65-40-475	FUEL EXPENSE	.00	.00	7,280.00	7,280.00	.0
65-40-480	VEHICLE REPAIR & MAINTENANCE	892.65	892.65	13,424.00	12,531.35	6.7
65-40-710	CAPITAL EQUIPMENT	.00	.00	55,000.00	55,000.00	.0
65-40-910	TRANSFER OUT GF-ADMIN %	.00	.00	21,590.00	21,590.00	.0
	TOTAL EXPENDITURES	47,832.59	47,832.59	291,465.00	243,632.41	16.4
	TOTAL FUND EXPENDITURES	47,832.59	47,832.59	291,465.00	243,632.41	16.4
	NET REVENUE OVER EXPENDITURES	( 23,543.84)	49,322.41	.00.	( 49,322.41)	.0

#### FORT HUACHUCA CONTRACTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
67-30-100	CONTRACT REVENUE	.00	.00	700,000.00	700,000.00	.0
	TOTAL REVENUE	.00.	.00	700,000.00	700,000.00	.0
	TOTAL FUND REVENUE	.00	.00	700,000.00	700,000.00	.0

#### FORT HUACHUCA CONTRACTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES			•		
67-40-840	AUTHORIZED EXPENDITURES	.00	.00.	650,000.00	650,000.00	.0
67-40-910	TRANSFERS OUT GF - ADMIN%	.00	.00	50,000.00	50,000.00	.0
	TOTAL EXPENDITURES	.00	.00	700,000.00	700,000.00	.0
	TOTAL FUND EXPENDITURES	.00.	.00,	700,000.00	700,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00.	.00	.00	.00	.0

#### CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
		•				
	CONTRIBUTIONS AND TRANSFERS					
80-39-910	TRANSFER IN FROM GENERAL FUND	.00	.00	60,000.00	60,000.00	.0
80-39-923	TRANSFER IN ROAD USER FUND	.00	.00.	100,000.00	100,000.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	160,000.00	160,000.00	.0
	TOTAL FUND REVENUE	.00	.00	160,000.00	160,000.00	.0

#### CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
80-40-805	HUNT PARK PROJECT	.00	.00	50,000.00	50,000.00	.0
80-40-806	BUILDING IMPROVEMENT PROJECT	.00	.00	10,000.00	10,000.00	.0
80-40-807	ROAD, STREET & SIDEWALK IMPROV	.00	.00	100,000.00	100,000.00	.0
	TOTAL EXPENDITURES	.00	.00	160,000.00	160,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	160,000.00	160,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00.	.00	.00	.00	.0

#### FIRE PROTECTION & PREVENTION G

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT REVENUE	<b>X</b>				
82-30-800	GRANT REVENUE	.00	.00	336,000.00	336,000.00	.0
	TOTAL GRANT REVENUE	.00.	.00	336,000.00	336,000.00	.0
	CONTRIBUTIONS AND TRANSFERS					
82-39-988	TRANSFER IN FROM ARPA	.00	.00	112,125.00	112,125.00	
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00.	.00	112,125.00	112,125.00	.0
	TOTAL FUND REVENUE	.00	.00	448,125.00	448,125.00	.0

#### FIRE PROTECTION & PREVENTION G

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT EXPENDITURES					
82-40-840	AUTHORIZED EXPENDITURES	.00	.00	448,125.00	448,125.00	.0
	TOTAL GRANT EXPENDITURES	.00	.00	448,125.00	448,125.00	.0
	TOTAL FUND EXPENDITURES	.00	.00.	448,125.00	448,125.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

#### HOLIDAY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
86-30-200	HOLIDAY FUND DONATION	3.00	453.00	4,000.00	3,547.00	11.3
	TOTAL REVENUE	3.00	453.00	4,000.00	3,547.00	11.3
	TOTAL FUND REVENUE	3.00	453.00	4,000.00	3,547.00	11.3

#### HOLIDAY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HOLIDAY FUND EXPENDITURES					
86-40-100	CHILDREN'S FUND GIFTS/FOOD	.00.	.00	4,000.00	4,000.00	.0
	TOTAL HOLIDAY FUND EXPENDITURES	.00.	.00	4,000.00	4,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	4,000.00	4,000.00	.0
	NET REVENUE OVER EXPENDITURES	3.00	453.00	.00.	( 453.00)	.0

#### TOWN OF HUACHUCA CITY REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

#### BACK TO SCHOOL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
87-30-200	BACK TO SCHOOL PRGM DONATIONS	.00	.00.	5,000.00	5,000.00	.0
	TOTAL REVENUE	.00	.00	5,000.00	5,000.00	.0
	TOTAL FUND REVENUE	.00	.00	5,000.00	5,000.00	.0

## TOWN OF HUACHUCA CITY EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

#### BACK TO SCHOOL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BACK TO SCHOOL EXPENDITURES					
87-40-100	BACK TO SCHOOL PRGM EXPENSES	.00.	.00	5,000.00	5,000.00	
	TOTAL BACK TO SCHOOL EXPENDITURES	.00.	.00	5,000.00	5,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00.	5,000.00	5,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

## TOWN OF HUACHUCA CITY REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

#### AMERICAN RELIEF PROGRAM ACT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT REVENUE					
88-30-300	TRANSFER IN FROM FUND BALANCE	.00	.00	579,790.00	579,790.00	.0
	TOTAL GRANT REVENUE	.00.	.00	579,790.00	579,790.00	.0
	TOTAL FUND REVENUE	.00	.00	579,790.00	579,790.00	.0

#### TOWN OF HUACHUCA CITY EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

#### AMERICAN RELIEF PROGRAM ACT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GRANT EXPENDITURES					
88-40-100	AUTHORIZED EXPENDITURES	.00	.00	467,665.00	467,665.00	.0
88-40-982	TRANSFER OUT TO FIRE PROT/PREV	.00	.00	112,125.00	112,125.00	.0
	TOTAL GRANT EXPENDITURES	.00.	.00	579,790.00	579,790.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	579,790.00	579,790.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00.	.00	.00	.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

#### **RESOLUTION NO. 2023-18**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION ["ADOT"] TO DESIGN AND CONSTRUCT A PATHWAY PROJECT ALONG SKYLINE DRIVE.

WHEREAS, Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10, appropriated funding from the State general fund for highway projects, including an appropriation to the Town for Skyline Pathway development along Skyline Drive between Gila Avenue and Edgewood Street, (the "Project"); and

WHEREAS, Town wishes to engage ADOT to design and construct the Project in accordance with all funding and legal requirements; and

WHEREAS, ADOT and the Town may contract for services and enter into agreements with one another for joint or cooperative action, pursuant to A.R.S. section 11-952; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by this reference, is an agreement, pursuant to which, ADOT will serve as the Town's agent and will design and construct the Project; and

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

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

- Section 1. The Town is hereby authorized to enter into the Agreement between the Town of Huachuca City and the State of Arizona, through its Department of Transportation, for the Project, said Agreement being attached hereto as Exhibit AA.@
- Section 2. The Mayor of the Town of Huachuca City is hereby authorized and directed to execute said Agreement on behalf of the Town.
- Section 3. The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement the Agreement and facilitate ADOT's design and construct of the Project in accordance with the terms of the Agreement.

# PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 26th DAY OF October, 2023.

ATTEST:	Johann Wallace, Mayor
	Approved as to Form:
Brandye Thorpe, Town Clerk	Thomas Benavidez, Town Attorney

[Intergovernmental agreement with ADOT for pathway design and construction along Skyline

Drive must be attached.]

ADOT CAR No.: IGA 23-0009398-I AG Contract No.: P0012023001747 Project Location/Name: Skyline Dr; Gila

Ave - Edgewood St

Type of Work: Multi-Use Pathway Federal-aid No.: HCY-0(201)T

ADOT Project No.: T0504 01D/03D/01C

TIP/STIP No.: SVMPO23-05

CFDA No.: 20.205 - Highway Planning and

Construction

Budget Source Item No.: NA

#### INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF HUACHUCA CITY

THIS AGREEMENT ("Agreement") is entered into this date \_\_\_\_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF HUACHUCA CITY, acting by and through its MAYOR and TOWN COUNCIL (the "Town" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

#### I. RECITALS

- 1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
- 2. The Local Agency is empowered by A.R.S. § 9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
- 3. The improvements proposed under this Agreement consisting of design and construction of Skyline Drive Pathway between the Gila Drive and Edgewood Street intersections, approximately 1,740 feet, (the "Project"). The Project includes approximately a ten foot wide hard surface multi-use pathway and a storm drainage culvert crossing. The Project cost, shown in Exhibit A, is estimated at \$642,045.00, which includes federal aid and the Local Agency's match. The State will administer the design and advertise, bid and award, and administer the construction phase of the Project. The Town has received legislative funding appropriated in the amount of \$506,000.00 for the Project, as detailed in IGA 23-0009278-I, AG Contract No. P0012023000958, executed July 25, 2023.
- 4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant

to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

#### II. SCOPE OF WORK

#### 1. The Parties agree:

- a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
- b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
- c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be deobligated or otherwise released from the Project and returned to the Sierra Vista Metropolitan Planning Organization (SVMPO). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
- d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.

#### 2. The State will:

- a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
- b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's initial Project Development Administration (PDA) costs, estimated at \$30,000.00 and the Local Agency's share of the Project design costs, estimated at \$6,045.00. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized, invoice or reimburse the Local

- Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
- c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
- d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
- e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$506,000.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
- f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
- g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
- h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
- i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

#### 3. The Local Agency will:

- a. Designate the State as the Local Agency's authorized agent for the Project.
- b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$30,000.00 and the Local Agency's share of Project design costs, estimated at \$6,045.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
- c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
- d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$506,000.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of

Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- After notification of final acceptance by the State, assume and maintain full
  responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP)
  inspections, maintenance, and required documentation, until final stabilization is
  reached. Provide the NOI number to the State and the Contractor, accept CGP
  responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is
  reached, as applicable.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

#### III. MISCELLANEOUS PROVISIONS

- 1. <u>Effective Date</u>. This Agreement shall become effective upon signing and dating of all Parties.
- 2. <u>Amendments</u>. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

- 3. <u>Duration</u>. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
- 4. <u>Cancellation</u>. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
- 5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
- 6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
- 7. Programmed Federal Funds. The cost of scoping, design, and construction work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
- 8. <u>Termination of Federal Funding</u>. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

- 9. <u>Indirect Costs</u>. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
- 10. <u>Federal Funding Accountability and Transparency Act</u>. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
- 11. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with Arizona laws.
- 12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 13. <u>Inspection and Audit</u>. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
- 14. <u>Title VI</u>. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
- 15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
- 16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- 17. <u>Arbitration</u>. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
- 18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
- 19. <u>Contractor Certifications</u>. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
- 20. <u>Other Applicable Laws</u>. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. <u>Notices</u>. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

#### For Agreement Administration:

Arizona Department of Transportation Joint Project Agreement Group 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E Phoenix, AZ 85007 JPABranch@azdot.gov Town of Huachuca City Attn: Suzanne Harvey 500 N. Gonzales Blvd. Huachuca City, AZ 85616 520.46.1354 sharvey@huachucacityaz.gov

#### **For Project Administration:**

Arizona Department of Transportation Project Management Group 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E Phoenix, AZ 85007 PMG@azdot.gov

Town of Huachuca City
Attn: Suzanne Harvey
500 N. Gonzales Blvd.
Huachuca City, AZ 85616
520.46.1354
sharvey@huachucacityaz.gov

For Financial Administration:

Arizona Department of Transportation Project Management Group 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E Phoenix, AZ 85007 PMG@azdot.gov Town of Huachuca City Attn: Suzanne Harvey 500 N. Gonzales Blvd. Huachuca City, AZ 85616 520.46.1354 sharvey@huachucacityaz.gov

- 22. <u>Revisions to Contacts</u>. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
- 23. <u>Legal Counsel Approval.</u> In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
- 24. <u>Electronic Signatures</u>. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TO	WN OF HUACHUCA CITY		
Ву	JOHANN WALLACE Mayor	Date	
ATT	TEST:		
Ву	BRANDYE THORPE Town Clerk	Date	
actin agree 11-9 and a	e reviewed the above referenced Intergoverng by and through its Department of Transporement among public agencies which, has been 54 and A.R.S. § 9-240 and declare this Agreem authority granted to the Town under the laws	tation, and the Town of H n reviewed pursuant to A. nent to be in proper form of the State of Arizona.	uachuca City, an R.S. §§ 11-951 through and within the powers
	oved as to Form:	Ç	
Ву	own Attorney	Date	

#### ARIZONA DEPARTMENT OF TRANSPORTATION

By	Date
STEVE BOSCHEN, PE	
Infrastructure Delivery and Oper	ations Division
Division Director	
	ADOT IGA 23-0009398-I), an Agreement between public
	e Town of Huachuca City, has been reviewed pursuant to A.R.S.
	§ 28-401, by the undersigned Assistant Attorney General who er form and is within the powers and authority granted to the
	is form and is within the powers and authority granted to the assed as to the authority of the remaining Parties, other than the
State or its agencies, to enter into sai	
to enter mito sar	a rigi coment.
Bv	Date
Assistant Attorney General	

#### **EXHIBIT A**

#### **Cost Estimate**

#### T0504 01D/03D/01C

The Project costs are estimated as follows:

# Local Agency's costs @ 100% \$ 30,000.00 Scoping/Design: \$ 100,000.00 Federal-aid funds @ 94.3% \$ 100,000.00 Local Agency's match @ 5.7% \$ 6,045.00 Subtotal - Scoping/Design \$ 136,045.00 Construction:\*

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

#### Local Agency's costs @ 100%

\$ 506,000.00

Subtotal – Construction

\$ 506,000.00

**Estimated TOTAL Project Cost** 

\$ 642,045.00

Total Estimated Local Agency Funds

\$ 542,045.00

Total Federal Funds

\$ 100,000.00

<sup>\* (</sup>Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



#### Town of Huachuca City

The Sunset City

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

#### **RESOLUTION NO. 2023-19**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION ["ADOT"] TO DESIGN AND CONSTRUCT IMPROVEMENTS TO A PORTION OF SKYLINE DRIVE.

WHEREAS, Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10, appropriated funding from the State general fund for highway projects, including an appropriation to the Town for Skyline Drive reconstruction between State Route 90 and the Huachuca City Landfill, (the "Project"); and

WHEREAS, Town wishes to engage ADOT to design and construct the Project in accordance with all funding and legal requirements; and

WHEREAS, ADOT and the Town may contract for services and enter into agreements with one another for joint or cooperative action, pursuant to A.R.S. section 11-952; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by this reference, is an agreement, pursuant to which, ADOT will serve as the Town's agent and will design and construct the Project; and

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

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

- Section 1. The Town is hereby authorized to enter into the Agreement between the Town of Huachuca City and the State of Arizona, through its Department of Transportation, for the Project, said Agreement being attached hereto as Exhibit AA.@
- Section 2. The Mayor of the Town of Huachuca City is hereby authorized and directed to execute said Agreement on behalf of the Town.
- Section 3. The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement the Agreement and facilitate ADOT's design and construct of the Project in accordance with the terms of the Agreement.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 26th DAY OF October, 2023.

ATTEST:	Johann Wallace, Mayor
	Approved as to Form:
Brandye Thorpe, Town Clerk	Thomas Benavidez, Town Attorney
[Intergovernmental agreement with ADO	T for reconstruction of a portion of Skyline Drive must

be attached.]

ADOT CAR No.: IGA 23-0009397-I AG Contract No.: P0012023001748 Project Location/Name: Skyline Dr; SR90

- Landfill Entrance

Type of Work: Roadway Reconstruction Federal-aid No.: STBG-HCY-0(200)T ADOT Project No.: T0503 01D/03D/01C TIP/STIP No.: SVMP023-02

CFDA No.: 20.205 - Highway Planning and

Construction

Budget Source Item No.: NA

#### INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF HUACHUCA CITY

THIS AGREEMENT ("Agreement") is entered into this date \_\_\_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF HUACHUCA CITY, acting by and through its MAYOR and TOWN COUNCIL (the "Town" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

#### I. RECITALS

- 1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
- The Local Agency is empowered by A.R.S. § 9-240 to enter into this Agreement and has by
  resolution, if required, a copy of which is attached and made a part of, resolved to enter into
  this Agreement and has authorized the undersigned to execute this Agreement on behalf of
  the Local Agency.
- 3. The improvements proposed under this Agreement consist of design and construction of Skyline Drive reconstruction from State Route (SR 90) to the Huachuca City Landfill entrance, (the "Project.) The Project includes right of way acquisition, curb and gutter, sidewalks, curb ramps, drainage improvements, and pavement suitable for landfill truck traffic. The Project cost, shown in Exhibit A, is estimated at \$1,913,334.00, which includes federal aid and the Local Agency's match. The State will administer the design and advertise, bid and award, and administer the construction phase of the Project. The Town has received legislative funding appropriated in the amount of \$1,565,200.00 for the Project as addressed in IGA 23-0009277-I.

- 4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
- 5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

#### II. SCOPE OF WORK

- 1. The Parties agree:
  - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be deobligated or otherwise released from the Project and returned to the Sierra Vista Metropolitan Planning Organization (SVMPO). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
  - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.

#### 2. The State will:

- a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
- b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's initial Project Development Administration (PDA) costs, estimated at \$30,000.00 and the Local Agency's share of the Project design costs, estimated at \$18,134.00. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs

Page 2 of 11

- exceeding design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
- c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
- d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
- e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$1,565,200.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
- f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
- g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
- h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
- Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

 Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

#### 3. The Local Agency will:

- a. Designate the State as the Local Agency's authorized agent for the Project.
- b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$30,000.00 and the Local Agency's share of Project design costs, estimated at \$18,134.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
- c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
- d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$1,565,200.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of

Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- After notification of final acceptance by the State, assume and maintain full
  responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP)
  inspections, maintenance, and required documentation, until final stabilization is
  reached. Provide the NOI number to the State and the Contractor, accept CGP
  responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is
  reached, as applicable.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

#### III. MISCELLANEOUS PROVISIONS

- 1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
- Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

- 3. <u>Duration</u>. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
- 4. <u>Cancellation</u>. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
- 5. <u>Indemnification</u>. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
- 6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a thirdparty beneficiary. This provision may not be amended without the approval of the Local Agency.
- 7. Programmed Federal Funds. The cost of scoping, design, and construction work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
- 8. <u>Termination of Federal Funding</u>. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

- Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
- 10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
- 11. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with Arizona laws.
- 12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 13. <u>Inspection and Audit</u>. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
- 14. <u>Title VI</u>. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
- 15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
- 16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- 17. <u>Arbitration</u>. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
- 18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
- Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
- 20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

#### IGA 23-0009397-I

21. <u>Notices</u>. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

#### For Agreement Administration:

Arizona Department of Transportation Joint Project Agreement Group 205 S. 17th Avenue, Mail Drop 637E Phoenix, AZ 85007 JPABranch@azdot.gov

Town of Huachuca City Attn: Suzanne Harvey 500 N. Gonzales Blvd. Huachuca City, AZ 85616 520.46.1354 sharvey@huachucacityaz.gov

#### For Project Administration:

Arizona Department of Transportation Project Management Group 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E Phoenix, AZ 85007 PMG@azdot.gov Town of Huachuca City Attn: Suzanne Harvey 500 N. Gonzales Blvd. Huachuca City, AZ 85616 520.46.1354 sharvey@huachucacityaz.gov

#### For Financial Administration:

Arizona Department of Transportation Project Management Group 205 S. 17th Avenue, Mail Drop 614E Phoenix, AZ 85007 PMG@azdot.gov Town of Huachuca City Attn: Suzanne Harvey 500 N. Gonzales Blvd. Huachuca City, AZ 85616 520.46.1354 sharvey@huachucacityaz.gov

Commented [JH1]: Town to confirm financial administration contact please.

- 22. <u>Revisions to Contacts</u>. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
- 23. <u>Legal Counsel Approval.</u> In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
- 24. <u>Electronic Signatures</u>. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

#### IGA 23-0009397-I

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TOWN OF HUACHUCA CITY						
By	Date					
By BRANDYE THORPE Town Clerk	Date					
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Huachuca City, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.  No opinion is expressed as to the authority of the State to enter into this Agreement.						
Approved as to Form:  By I  Town Attorney	Date					

#### IGA 23-0009397-I

# By \_\_\_\_\_\_ Date\_\_\_\_\_ STEVE BOSCHEN, PE Infrastructure Delivery and Operations Division Division Director A.G. Contract No. P0012023001748 (ADOT IGA 23-0009397-I), an Agreement between public agencies, the State of Arizona and the Town of Huachuca City, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement. By \_\_\_\_\_ Date\_\_\_\_\_ Assistant Attorney General

#### **EXHIBIT A**

#### **Cost Estimate**

#### T0503 01D/03D/01C

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost,	ADOT Project Development Administration (PDA) Cost, non-federal-aid:				
Local Agency's costs @ 100%	\$ 30,000.00				
Scoping/Design:					
Federal-aid funds @ 94.3% Local Agency's match @ 5.7%	\$ 300,000.00 \$ 18,134.00				
Subtotal - Scoping/Design	\$ 348,134.00				
Construction:*					
Local Agency's costs @ 100%	\$ 1,565,200.00				
Subtotal - Construction	\$ 1,565,200.00				
Estimated TOTAL Project Cost	\$ 1,913,334.00				
Total Estimated Local Agency Funds Total Federal Funds	\$ 1,613,334.00 \$ 300,000.00				

<sup>\* (</sup>Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



#### Town of Huachuca City

The Sunset City

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

#### **RESOLUTION NO. 2023-20**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE FOR THE ADMINISTRATION OF TRANSACTION PRIVILEGE TAXES.

WHEREAS, pursuant to A.R.S. section 42-6001, et seq., the Arizona Department of Revenue [the "State"] collects and administers the Town's transaction privilege and excise taxes; and

WHEREAS, the State and the Town may contract for services and enter into agreements with one another for joint or cooperative action, pursuant to A.R.S. section 11-952; and

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015, to provide that the State shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the State and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns; and

WHEREAS, attached hereto as Exhibit A and incorporated herein by this reference, is a an agreement for such purposes; and

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

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

- Section 1. The Town is hereby authorized to enter into the Agreement between the Town of Huachuca City and the Arizona Department of Revenue for joint or cooperative action in administering and collecting the Town's taxes, attached hereto as Exhibit AA.@
- Section 2. The Mayor of the Town of Huachuca City is hereby authorized and directed to execute said Agreement on behalf of the Town.
- Section 3. The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement the Agreement and give it effect.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 26th DAY OF OCTOBER, 2023.

ATTEST:	Johann Wallace, Mayor
	Approved as to Form:
Brandye Thorpe, Town Clerk	Thomas Benavidez, Town Attorney

 $[Intergovernmental\ agreement\ with\ ADOR\ must\ be\ attached.]$ 



#### 2023 Intergovernmental (IGA) Instructions

The final version of the 2023 Intergovernmental Agreement between the Arizona Department of Revenue and your city/town is attached and ready for signature. The standardized agreement is applicable to all Arizona municipalities and the Department. Alterations or edits to the Agreement are not permitted.

Please take a few moments to review these instructions.

#### **Actions for Cities/Towns**

- 1. Complete page 2, "Primary Point of Contact for Information Security Concerns," (PPOC) providing, at minimum, one person's contact information for your city/town. This information allows ADOR to quickly identify an appropriate person(s) for conveying important information, which may include non tax-related matters.
- 2. <u>Email</u> the completed PPOC page to the City Services team at <u>citiesunit@azdor.gov</u>.
- 3. Next, fill in the following information on ALL copies of the 2023 IGA document:
  - o Enter your city/town name in the appropriate title field on page 1.
  - o Enter the date of Council action and your city/town name in paragraph 1 on page 1.
  - Enter the assigned city/town employee name and email address in Section 21 of page 24.
     The employee you identify should be the individual who is most commonly responsible for tax administration matters.
  - o Enter identifying information for the appointed city/town representatives who are authorized to sign the IGA in Section 33.3 of page 28.
- 4. Present the completed IGA, including all Appendices, to your city/town council for approval and signature for your next available Council agenda. Digital or handwritten signatures are permissible and must be included on ALL copies of page 28.
- Once Council has approved the IGA, return, at minimum, two (2) signed, printed copies to ADOR by <u>mail</u> to the following address:

#### **Arizona Department of Revenue**

ATTN: KIMBERLY GALLEN/JOSEPHINE POSTON OUTREACH DISTRICT: CITY SERVICES TEAM 1600 W MONROE STREET PHOENIX, AZ 85007

#### **Actions for ADOR**

- 1. City Services receives the IGAs and reviews the documents for completeness. The team may contact the city/town IGA point person identified in Section 21 on page 24 to request correction(s).
- 2. City Services delivers the IGAs to the ADOR Director and Attorney General for review and signature.
- 3. ADOR retains one (1) fully-executed copy of the 2023 IGA.
- 4. ADOR returns one (1) fully-executed copy of the 2023 IGA to the sending city/town's IGA point person.



#### **Primary Point of Contact for Information Security Concerns**

-REQUIRED-			
City/Town		THE CONTRACT OF THE CONTRACT O	
Name			
Title	779700000000000000000000000000000000000		
E-mail address			
Phone number			
-OPTIONAL-			
City/Town			
Name			
Title			
E-mail address			
Phone number			

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF REVENUE AND THE CITY/TOWN OF \_\_\_\_\_

THIS INTERGOVERN	MENTAL AGRE	EEMENT ("Agreer	nent") is	entered in	to this
day of	, 2023, by and	between the Arizo	na Departi	ment of Re	venue
("Department") and the City/To	wn of	, an Ari	zona muni	cipal corpo	oration
("City/Town"). This Agreement	t shall supersede	and replace all	previous in	ntergovern	mental
agreements, including amendme	ents thereto, ente	ered into by the I	Department	and City	/Town
regarding the administration, col	lection, audit, an	d/or licensing of tr	ansaction	privilege ta	ıx, use
tax, severance tax, jet fuel excise	and use taxes, ar	nd rental occupancy	taxes (col	lectively re	eferred
to as "Taxes") imposed by the Sta	ate, City/Town, a	nd other Arizona m	unicipaliti	es.	

#### RECITALS

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 et seq.) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any Arizona municipality and that the Department and each municipality shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State and Arizona municipalities.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution, or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this Agreement as follows:

#### 1. <u>Definitions</u>

- **1.1 A.R.S.** means the Arizona Revised Statutes.
- **1.2** Adoption of an Ordinance means final approval by majority vote of the City/Town council.

- **1.3** Ambassador Program means the Department's provided structure and support of curriculum related to tax administration and compliance education.
- 1.4 Arizona Management System means the State's professional, results-driven management system that focuses on customer value and vital mission outcomes for citizens. The system is based on principles of Lean, a proven people-centered approach that has delivered effective results in both public and private sectors. Lean focuses on customer value, continuous improvement and engaged employees to improve productivity, quality, and service.
- 1.5 Audit means an examination and verification of accounts and records to determine taxpayer compliance with A.R.S. Title 42 and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.6 City Services means the Department's team or successor unit thereof that assists Arizona municipalities with administrative functions and all other activities related to transaction privilege tax licensing, collection, and compliance of any kind. In this Agreement, all references to electronic communications with City Services shall be directed to the team's address at citiesunit@azdor.gov.
- 1.7 Closing Agreement means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.8 Collection means activities to collect established liabilities for transaction privilege taxes, fees, and related penalties and interest that are due and owing.
- 1.9 Confidentiality Standards means the standards set forth in A.R.S. § 42-2001 et seq., Model City Tax Code § 510, Appendix A of this Agreement, and such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A of this Agreement.
- 1.10 Development Fees has the same meaning prescribed in A.R.S. § 42-5075(B).
- 1.11 Desk Review means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.12 Federal Tax Information ("FTI") means Federal income tax returns or return information the Department receives from the Internal Revenue Service, including any information created by the Department derived from that information. Documents obtained from a taxpayer or State income tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any Arizona municipality.
- 1.13 Independent Contractor means any individual or entity with which City/Town may enter into an agreement to perform transaction privilege tax administration, collection, audit, licensing, and any other related duties described in this Agreement or A.R.S. § 42-6001 et seq.
- 1.14 Model City Tax Code means the document defined in A.R.S. § 42-6051.

- 1.15 Municipal Tax or Municipal Taxes means collectively the transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax imposed by City/Town in accordance with the Model City Tax Code and similar taxes imposed by City/Town pursuant to a City/Town code section outside the Model City Tax Code that are collected via the standard transaction privilege tax return. Unless the context provides otherwise, this definition includes municipal privilege tax, municipal privilege tax license fees, and all related penalties, interest and other similar charges collected by the Department on behalf of an Arizona municipality.
- 1.16 Options Chart means any chart contained in a section of the Model City Tax Code which identifies the various approved standard Options adopted by an Arizona municipality.
- 1.17 Primary Point of Contact ("PPOC") means a designated City/Town representative with the primary responsibility for communicating with the Department and their respective staff on any matters described within this Agreement. The PPOC must be an individual qualified to receive Tax Information under Section 2.1 of this Agreement and be included on the Master Authorization List referenced in Section 2.3 of this Agreement.
- 1.18 Profile means a dedicated section of the Model City Tax Code that provides specific information for each Arizona municipality, including contact information, applicable tax rates, and amendments and provisions unique to City/Town.
- 1.19 Standard Audit Life Cycle Process Map means a document containing the decisions and procedures adopted by the Department and Arizona municipalities from the assignment of audits through final resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Audit Life Cycle Process Map shall be referred to SMART for resolution.
- 1.20 Standard Authorization List Update Process Map means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to keep an updated list of current employees and contractors who are authorized to receive Tax Information consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.
- 1.21 Standard Inter-Jurisdictional Transfer Process Map means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to document and authorize the transfer of erroneously reported or

allocated tax from one (1) municipality to another based upon a municipality's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.

- 1.22 State means the State of Arizona.
- 1.23 State & Municipal Audit Resolution Team ("SMART") means an advisory committee responsible for resolving issues as set forth in Section 15 of this Agreement.
- 1.24 State Tax or State Taxes means transaction privilege tax and affiliated excise taxes, including use tax, severance tax, and jet fuel excise and use taxes imposed by the State of Arizona or its counties.
- 1.25 Tax Information means information deemed confidential taxpayer information protected from disclosure pursuant to A.R.S. § 42-2001 *et seq.* or Model City Tax Code § 510 concerning the business financial affairs or operations of a taxpayer as it relates to Municipal Taxes or State Taxes. Tax Information includes all financial information related to transaction privilege taxes obtained from any source related to an individual taxpayer and all such aggregate financial information related to any group of identified or identifiable taxpayers.
  - (a) Examples of Tax Information include without limitation:
    - (1) Any information provided by the Department to City/Town derived from any source including tax returns, reports, tax license applications, and the New License Report or License Update Report; and
    - (2) Any information received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a transaction privilege tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest, such as the taxpayer's identity; the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, taxes withheld, deficiencies, over-assessments, or tax payments; or whether the taxpayer's account was, is being, or will be examined or subject to audit, desk review, investigation, collection, or processing.
  - (b) Taxpayer identifying information obtained by City/Town from any source not identified in Section 1.25(a) of this Agreement is not Tax Information for purposes of this Agreement.

1.26 Voluntary Disclosure Agreement means a document used in a voluntary disclosure program designed for eligible taxpayers with exposure for tax liability and/or civil penalties arising from a failure to report and/or pay all Taxes due which allows the taxpayer to come into voluntary compliance.

#### 2. Authorized Access Lists

- 2.1 Statutory Authority: The disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001 *et seq.*, and, for reporting periods prior to January 1, 2015, by Model City Tax Code § 510.
- Qualified Recipients of Information: The Department and City/Town shall only disclose Tax Information related to State Tax and Municipal Tax pursuant to this Agreement to individuals authorized by law as described in Section 2.1 of this Agreement, including those authorized persons listed on the Authorized Access Lists provided by the Department and Arizona municipalities. Questions related to a listed Department recipient may be directed to City Services at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>. Questions related to a listed Arizona municipal recipient may be directed to the PPOC of the pertinent Arizona municipality.
- 2.3 Department's Authorized Access List: Pursuant to Section 2.4(c) of this Agreement, the Department shall maintain, update, and provide a current statewide Master Authorization List of names, job titles, and contact information of the Department staff and Arizona municipal representatives who are authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information from the Department or Arizona municipalities, as defined in the Standard Authorization List Update Process Map. Updates shall be provided on not less than a monthly basis. The Department shall promptly notify Arizona municipalities of any individual whose authorization to receive State Tax and Municipal Tax information has been revoked for any reason.
- 2.4 City/Town's Authorized Access List: City/Town shall maintain, update, and provide a current Authorized Access List of names, job titles, and contact information for all persons acting on behalf of City/Town authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.
  - (a) City/Town shall indicate one PPOC on the Authorized Access List to resolve any administrative issues with the Authorized Access List. At its discretion, City/Town may also indicate an additional individual as a back-up or alternate PPOC.
  - (b) City/Town shall ensure all personnel on the Authorized Access List meet the requirements indicated in the Confidentiality Standards (Appendix A) including completing all required confidentiality training certification and recertification as required from time to time, within the time required by the Department.

- (c) Upon execution of this Agreement and on the first day of each calendar quarter thereafter, City/Town shall email to City Services at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a> a current Authorized Access List of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities, including additions and deletions, changes in job titles, and contact information. <a href="City/Town's PPOC shall promptly notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason."
- (d) The Department shall review City/Town's Authorized Access List. If the Department finds that any person on the list has not completed the required confidentiality training in a timely manner or does not meet the Confidentiality Standards in Appendix A of this Agreement, the Department shall notify the City/Town PPOC to resolve the issue. The Department shall not include that person on the Master Authorization List until the issues have been resolved to the satisfaction of the Department.

## 2.5 Independent Contractors:

- (a) City/Town may at times choose to enter into a contract with an Independent Contractor to perform the transaction privilege tax administration, collection, audit, desk review, licensing, and other duties described in this Agreement or A.R.S. § 42-6001 *et seq*.
- (b) In accordance with A.R.S. §§ 42-1004 and 42-6002, no contract with an Independent Contractor may be entered into on a contingency fee basis for the performance of any transaction privilege tax related functions, including but not limited to license inspections, audits, desk reviews, or collections.
- (c) Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract between City/Town and an Independent Contractor, City/Town shall provide a copy of each such contract to the City Services electronically at <a href="mailto:citiesunit@azdor.gov">city/Town shall provide a copy of each such contract to the City Services electronically at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>.
- (d) City/Town shall notify the Department of the expiration, termination, or amendment of any agreement with such Independent Contractors within ten (10) business days of such event.
- (e) In this Agreement it is presumed that any reference to a municipal employee such as a license inspector, auditor, desk reviewer, collector, supervisor, etc., also refers to an Independent Contractor performing that function on behalf of the Department or City/Town.
- (f) An Independent Contractor is subject to all training requirements, authorization limitations, and other privileges and restrictions incorporated into this Agreement or provided in statute in the same form and manner as

- such conditions apply to an employee performing the same function on behalf of the Department or City/Town.
- (g) When an Independent Contractor issues any correspondence to a taxpayer on behalf of the Department or City/Town, the Independent Contractor shall expressly identify all of the following on such correspondence: the Independent Contractor's name; the name of the Independent Contractor's firm, if applicable; the Independent Contractor's status as a license inspector, auditor, desk reviewer, or collector acting on behalf of the Department or City/Town; the Independent Contractor's mailing address, telephone number, and e-mail address; and the telephone number and e-mail address of a specific person who is an employee of the Department or City/Town capable of responding to the issues raised in the correspondence for the Department or City/Town.
- (h) The Department and/or City/Town may pursue any remedy authorized by this Agreement or by statute for a violation of this Section by an Independent Contractor.
- 2.6 Sharing of Authorized Access Lists: The Department shall share the Department's Authorized Access List and the Authorized Access Lists for all Arizona municipalities provided to the Department on the Core SFTP site. The Department shall update the lists on a monthly basis with information provided by each Arizona municipality, or as needed to immediately remove any person whose authorized access has been revoked by the Department or an Arizona municipality.

# 3. <u>Disclosure of Information by City/Town to the Department or Another Arizona</u> Municipality

- 3.1 Disclosure and Use of Municipal Tax Information: Any Tax Information released by City/Town to the Department or another Arizona municipality may only be used by persons authorized to receive such Tax Information for tax administration and collection purposes and may not be disclosed to the public in any manner that does not comply with A.R.S. § 42-2003, and/or Model City Tax Code § 510 for reporting periods prior to January 1, 2015. All Tax Information shall be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).
- 3.2 Municipal Ordinances: City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten (10) calendar days of a request for such information from the Department. This information shall be sent to City Services electronically at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>.
  - (a) <u>Tax Code Changes</u>: City/Town shall provide notice to the Department of any tax code change with a copy of any ordinance adopted by City/Town that imposes or modifies the Municipal Taxes or municipal privilege tax

license fees to be collected hereunder within ten (10) calendar days of adoption of the ordinance. This information shall be sent to City Services electronically at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>.

- (1) City/Town agrees that any ordinance that changes a tax rate, Option selection, or includes the addition or removal of a unique Model City Tax Code exception shall take effect on the first day of the month that is at least sixty (60) calendar days after the City/Town council adopts the change. City/Town and the Department recognize there may be occasions when the City/Town council establishes an effective date less than sixty (60) calendar days after adoption. If City/Town chooses to propose an ordinance with an effective date that is less than sixty (60) calendar days after adoption, City/Town shall notify the Department as soon as possible after that choice is made.
- (2) The Department shall incorporate all ordinance changes into the official copy of the Model City Tax Code within ten (10) calendar days of receipt of notice from City/Town. The copy provided to the Department may be an electronic copy but shall reflect the identical language contained in the version adopted by the City/Town and shall contain the required signatures indicating council approval.
- (3) The Department shall notify City/Town when the tax code change has been incorporated and City/Town is responsible for confirming the change has been correctly entered in the official copy of the Model City Tax Code.
- (4) Pursuant to A.R.S. § 42-6052, if City/Town fails to notify the Department of a tax code change within ten (10) calendar days after City/Town council approval, the ordinance shall be considered null and void. All tax code changes described in this Section shall have no effect until reflected in the official copy of the Model City Tax Code.
- (b) Annexation Ordinances: Within fifteen (15) calendar days following the adoption of an annexation ordinance, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at <a href="mailto:GIS@azdor.gov">GIS@azdor.gov</a> and City Services at <a href="mailto:citiesunit@azdor.gov">city/Town may provide the Department with a list of businesses subject to Municipal Taxes known to be located in the annexed area.
- (c) Review of the Model City Tax Code: City/Town shall be responsible for reviewing the information contained on its Profile, the Options Charts, tax rates for City/Town, and other information specific to City/Town contained in the official copy of the Model City Tax Code and ensuring it is correct.

- City/Town affirms that it has an ongoing obligation to notify City Services of any changes needed to such information at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>.
- 3.3 Development Fees: Upon request by the Department to City/Town's PPOC, City/Town shall provide to the Department any information regarding Development Fees imposed by City/Town under A.R.S. § 9-463.05 to assist the Department with the auditing of taxpayers and the ordinary billing and collection of taxes.
- **3.4 Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- 3.5 Other Information: City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

### 4. Disclosure of Information by Department to City/Town

- 4.1 Statutory Authority: The Department may disclose information relating to State Taxes and Municipal Taxes to City/Town pursuant to A.R.S. § 42-2003 if the information relates to a taxpayer who is or may be taxable by a county, city, or town or who may be subject to audit by the Department pursuant to A.R.S. § 42-6002.
- 4.2 Restrictions on Use and Disclosure to Unauthorized Parties: Any Tax Information disclosed by the Department to City/Town is subject to all restrictions provided for in A.R.S. § 42-2003. Tax Information shall only be used by persons authorized to receive such Tax Information for internal tax administration purposes, including audit, desk review, collection, and licensing activity, and may not be disclosed to the public or any unauthorized party in any manner that does not comply with the Confidentiality Standards (Appendix A).
- 4.3 Liability for Improper Disclosure: The disclosure of confidential information concerning Arizona taxes is governed by A.R.S. § 42-2001 et seq., which strictly controls the accessibility and use of this information. Individuals who receive confidential information relating to State Taxes and Municipal Taxes from the Department are subject to the penalties provided in A.R.S. § 42-2004 and other applicable statutes if they misuse or improperly disclose this information to unauthorized individuals.
- **4.4 Reporting Potential Disclosure Violations/Incidents:** The Department shall not withhold Tax Information from City/Town provided that City/Town complies with A.R.S. § 42-2001 *et seq.*, and the Confidentiality Standards (Appendix A).
  - (a) If City/Town or the Department has information to suggest City/Town or any of its duly authorized representatives has violated A.R.S. § 42-2001 *et seq.* or the Confidentiality Standards (Appendix A), City/Town or the Department shall immediately notify City Services at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>, the Department's Disclosure Officer at <a href="mailto:DisclosureOfficer@azdor.gov">DisclosureOfficer@azdor.gov</a>, and the Department's Information Security Team at <a href="mailto:InfoSec@azdor.gov">InfoSec@azdor.gov</a>.

- (b) City/Town and the Department shall fully cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation and shall promptly address any identified issues.
- (c) The Department's Disclosure Officer and Information Security Team:
  - (1) Shall send written notice to City/Town's PPOC detailing the alleged breach as understood by the Department and request a response to the allegation within twenty (20) calendar days of the date of the letter, and
  - (2) May inspect City/Town's records, facilities, and equipment to determine whether there has been a violation, and
  - (3) Shall review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation prior to issuing any determination, and
  - (4) Shall issue a written determination delivered by certified mail to City/Town regarding the alleged violation within sixty (60) calendar days of the date of City/Town's response letter. If the Department determines that a violation has occurred, the Department shall indicate whether a suspension of information is warranted and the length of the suspension. During the period of suspension, City/Town shall not access information maintained or created by the Department related to City/Town.
- (d) If the Department makes a written determination to suspend sharing of information, City/Town may, within ten (10) calendar days of receiving the written determination, submit a written request to SMART requesting the group review the determination as provided in Section 15 of this Agreement.
- (e) If there is a suspension of Tax Information sharing with City/Town, the Department shall maintain all information collected or created during the suspension period related to City/Town that would otherwise have been shared with City/Town and shall assist City/Town with accessing the accumulated information for City/Town immediately upon termination of the suspension.
- (f) Under no circumstances shall the suspension of any right to receive Tax Information adversely impact the Department's delivery or transfer of any City/Town revenues in any manner.
- 4.5 Information to be Provided: The Department shall provide information pursuant to A.R.S. § 42-6001(B). The Department shall provide such information as outlined

in Appendix B and elsewhere in this Agreement, which shall only be modified in accordance with Section 4.7 of this Agreement.

- (a) The Department shall not provide Federal Tax Information to City/Town.
- (b) In addition to the information detailed in Appendix B of this Agreement, the Department shall disclose, upon request, the following information to City/Town:
  - (1) Department tax audits, including all information related to all Arizona municipalities included in the tax audit; and
  - (2) Other relevant information necessary for City/Town's tax administration and collection purposes, including all information necessary to verify that City/Town received all revenues collected by the Department on behalf of City/Town.
- 4.6 Storage and Destruction of Tax Information: All Tax Information provided by the Department to City/Town shall be managed, stored, protected, and destroyed in accordance with the Confidentiality Requirements (Appendix A).
- 4.7 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B of this Agreement and the JT-1, TPT-2, and TPT-EZ forms in Appendix C of this Agreement (also provided online at <a href="www.azdor.gov">www.azdor.gov</a>) meet the specificity requirements of City/Town. The data fields identified in Appendix B and the forms in Appendix C may be revised or replaced only by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.
- 4.8. Notwithstanding any provision to the contrary, nothing in this Section shall prevent the Department from complying with state information security requirements in the situation of a data breach or similar event.

#### 5. Audit

The Department shall administer audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

- 5.1 Training: All auditors, desk reviewers, and supervisors shall be trained in accordance with the policies of the Department. Auditors and desk reviewers who have not completed the training may only work in conjunction with a trained auditor or supervisor and cannot be the only auditor or desk reviewer assigned to the audit or desk review. The Department shall do all the following:
  - (a) Provide semi-annual audit and desk review training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to any cost for procuring the site and training materials;

- (b) Notify City/Town of any training sessions at least thirty (30) calendar days before the date of the training session;
- (c) Permit City/Town auditors, desk reviewers, and supervisors to attend any scheduled training as space permits at any designated training location;
- (d) Provide additional training, as needed, to inform auditors, desk reviewers, and supervisors regarding changes in State law, the Model City Tax Code, audit and desk review procedures, or Department policy.

#### 5.2 Conflicts of Interest:

- (a) An auditor, desk reviewer, supervisor, or Independent Contractor trained and authorized to conduct an audit or desk review, in addition to the restrictions provided under A.R.S. Title 38, Chapter 3, Article 8, § 38-501 et seq., shall not conduct any of the following prohibited acts:
  - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by or in an Independent Contractor relationship with the Department or City/Town.
  - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
  - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the Independent Contractor relationship with the Department or City/Town.
  - (4) Use information he/she acquires in the course of the official duties as an auditor, desk reviewer, supervisor, or Independent Contractor in a manner inconsistent with his/her official duties without prior written approval from the Department.
  - (5) For a period of one (1) calendar year after he/she ends employment by or an Independent Contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes a formal screen or ethical wall to prevent any sharing of information between the person and the remainder of the firm. Documentation of such formal screen or ethical wall shall be provided by the firm to the Department or City/Town upon request.
  - (6) Receive compensation from a source other than City/Town or pursuant to an agreement with City/Town for the performance of any work or transaction performed expressly on behalf of City/Town.

- (7) Make any representation of being an employee or contractor of City/Town or the Department in marketing and promotional materials soliciting work or transactions to be performed on behalf of a taxpayer or potential taxpayer.
- (b) In addition to any other remedies available to the Department and City/Town by statute and under the terms of this Agreement, the Department may revoke an individual's authority to audit or perform desk reviews on behalf of the Department or City/Town and prohibit the use of any auditor, desk reviewer, supervisor, or Independent Contractor who violates this provision.

#### 5.3 Audits and Desk Reviews:

- (a) City/Town may request the Department conduct an audit or desk review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department and Arizona municipalities shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit or desk review request.
- (b) City/Town may conduct an audit or desk review of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. Before commencing such desk review, City/Town shall submit the request using the Desk Review Approval Excel Sheet. The Department shall provide City/Town with a determination of approval or denial of the request within ten (10) calendar days of the notice from City/Town.
- (c) Except as permitted below, the Department shall conduct all audits and desk reviews of taxpayers having locations in two (2) or more Arizona municipalities. A City/Town auditor may participate in any audit or desk review City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department shall authorize such audits or desk reviews, to be overseen by the Department, unless there is already an audit or desk review of the taxpayer in process, scheduled, or planned, or the Department determines the audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects. The Department shall notify City/Town of its determination within ten (10) calendar days. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department approves the audit or desk review notice.

- (e) In the case of taxpayers doing business in more than one (1) Arizona municipality:
  - (1) City/Town may request the Department conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
  - (2) City/Town may request authorization from the Department for City/Town to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
  - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form or the Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within ten (10) calendar days of receipt of the request.
- (f) The Department may deny, in writing, City/Town's request for the Department to conduct an audit or desk review within ten (10) calendar days of receiving the request for any of the following reasons:
  - (1) An audit or desk review is already in process or is scheduled or planned for the taxpayer within six (6) months of the request;
  - (2) The requested audit or desk review would interfere with strategic tax administration planning;
  - (3) The audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects;
  - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
  - (5) The Taxpayer was audited within the previous two (2) years:
  - (6) The Department lacks sufficient resources to conduct the audit or desk review;
  - (7) The scope or subject of the audit or desk review does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit or desk review for the reasons provided in (f)(6) or (f)(7), and the audit or desk review is not for a taxpayer that only has a business location in City/Town, then City/Town may request to conduct the audit or desk review itself under the

- supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until City/Town receives written Department approval.
- (h) Any decision by the Department denying City/Town's request to conduct any audit or desk review may be referred to SMART in accordance with Section 15 of this Agreement.
- (i) All audits or desk reviews conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors and desk reviewers shall be trained in accordance with Section 5.1 of this Agreement.
- (j) The Department may appoint a Department manager to supervise any audit or desk review conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (I) The Department shall issue all audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

#### 5.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department shall notify City/Town of all refund requests that are reviewed and approved involving City/Town's Municipal Taxes within thirty (30) calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 5.3 of this Agreement.
- (c) The Department may assign a Department auditor to review requests for refunds. The Department shall notify City/Town of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town within thirty (30) calendar days of initiating the review and may request that City/Town assist with such reviews, with acceptance of such request at the discretion of City/Town. The Department may assign a refund request to a City/Town for review, with acceptance of such assignment at

the discretion of City/Town. The Department may only assign refund requests to City/Town if taxes paid to City/Town are included in the refund request.

- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed Municipal Tax refunds paid by the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.
- Protests: Taxpayer protests of audit assessments, desk review assessments, and refund denials shall be directed to the Department. Protests of audit assessments, desk review assessments, and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any protests within thirty (30) calendar days of receipt of the protest.
- 5.6 Status Reports: The Department shall keep all Arizona municipalities apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting City Services at citiesunit@azdor.gov.

## 6. <u>Voluntary Disclosure Agreements</u>

The Department may enter into a Voluntary Disclosure Agreement with a taxpayer. A Voluntary Disclosure Agreement may limit the years subject to audit and waive penalties. If the taxpayer discloses to the Department that it owes Municipal Taxes to City/Town, the Department shall notify City/Town of the Department's intent to enter into a Voluntary Disclosure Agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of the identity being disclosed to Department. City/Town may subsequently request an audit of a taxpayer subject to a Voluntary Disclosure Agreement pursuant to Section 5.3 of this Agreement.

# 7. <u>License Compliance</u>

- 7.1 License Issuance and Renewal: The Department shall issue new municipal privilege tax licenses and shall annually renew such licenses for City/Town Municipal Tax. The Department shall provide City/Town with information about all persons obtaining and renewing municipal privilege tax licenses as set forth in Appendix B of this Agreement.
- 7.2 License Checks: The Department and City/Town shall coordinate efforts to conduct mutual tax license compliance checks through canvassing and other compliance methods.

- 7.3 Confidentiality: Any tax license information City/Town obtains from the Department is confidential and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by City/Town ordinance or policy.
- 7.4 Changes to License Fees: Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of an ordinance approved by voters in an election) creating or modifying a municipal privilege tax license fee, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to City Services at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>. The Department shall not be obligated to begin collection of the new or modified tax license fee any sooner than sixty (60) calendar days after the date the Department received the ordinance from City/Town.

#### 8. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

## 9. Responsibility for Representation in Litigation

- 9.1 Administrative Proceedings: Pursuant to A.R.S. § 42-6002, the Department shall coordinate the litigation and defense of assessments and refund denials in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit, desk review, or refund review in accordance with the Standard Audit Life Cycle Process Map. The Department shall diligently defend the interests of City/Town and City/Town shall assist the Department in such representation as requested by either party.
- 9.2 Further Appeals: The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court, and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.
- 9.3 Mutual Cooperation: The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, desk reviewers, supervisors, and other necessary employees are available to assist the Department and the Attorney General through informal interviews, providing documents and records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.
- 9.4 Administrative Decisions: The Department shall provide a copy of all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department, to City/Town within ten (10) business days after issuance of the decision if City/Town requests to be

included on a distribution list created by the Department for the purposes of disseminating such decisions. City/Town may request to be on the distribution list by contacting City Services at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

## 10. <u>Collection of Municipal Taxes</u>

- 10.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes are required to pay such taxes to the Department utilizing a form prescribed by the Department.
- **Delinquent Tax Collections:** Pursuant to A.R.S. § 42-6001, the Department shall collect any delinquent Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. In the event this Agreement is terminated, the Department shall continue to collect delinquent Municipal Taxes recorded on the Department's accounting system on behalf of City/Town and distribute any such amounts collected to City/Town.
- 10.3 City/Town Assistance in Delinquent Tax Collections: To expand the Department's State Tax and Municipal Tax collection efforts by leveraging City/Town resources, City/Town may choose to provide collection efforts by deploying City/Town collectors to work in conjunction with the Department on the following terms:
  - (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 5.1 of this Agreement.
  - (b) **Conflict of Interest:** A collector trained and authorized under this provision to perform collections activity shall not conduct any of the following prohibited acts:
    - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by City/Town.
    - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
    - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one (1) calendar year after he/she ends employment with City/Town.
    - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (5) For a period of one (1) calendar year after he/she ends employment with City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.
- (c) Revocation: The Department may revoke the authorization of City/Town or of any individual City/Town employee to collect obligations under this Section. A revocation determination may be subject to review by SMART upon request by the individual or City/Town.
- 10.4 State of Arizona Liquor License Affidavit: City/Town may request that the Department issue a liquor license affidavit. The Department shall respond to the request via secured e-mail to indicate the status of completion of the request with a note stating complete, in-process, or unable to complete.
- 10.5 Uncollectible/Discretionary Write-offs: The Department shall share the annual list of uncollectible/discretionary write-offs of City/Town's Municipal Taxes prior to the write-off event at the end of the fiscal year. City/Town shall have forty-five (45) calendar days to submit feedback.
- 10.6 Remittance: All amounts collected by the Department for City/Town's Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by Noon on the Monday after the end of the week in which the collections were received by the Department. If the Monday falls on a holiday, payment will be initiated by Noon on the Tuesday after the end of the week in which the collections were received by the Department. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 10.7 Abatement: Pursuant to A.R.S. § 42-1004, the Department, with the approval of the Attorney General, may abate tax under certain circumstances including Municipal Taxes. During the ordinary course of business, the Department may determine that certain taxpayer accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating Municipal Taxes or closing accounts with Municipal Taxes due. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.
- 10.8 Funds Owed to City/Town: At all times and under all circumstances, payments remitted by a taxpayer to the Department for City/Town Municipal Taxes shall be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

- 10.9 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected Arizona municipalities shall follow the Standard Inter-Jurisdictional Transfer Process Map.
- 10.10 Collection Reports: The Department shall keep all Arizona municipalities apprised of the status of every open case in a collection status involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting Cities Collections at citiescollection@azdor.gov.

## 11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing the official responses to taxpayer ruling requests and requests for interpretation of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. § 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on Arizona municipalities and interpretation of Model City Tax Code. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. This Section is not intended to affect procedures for appeals and litigation as outlined in Section 5.5 and Section 9 of this Agreement.

#### 12. <u>Financing Collection of Taxes</u>

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

# 13. <u>Inter-Jurisdictional Transfers ("IJTs")</u>

The Department shall administer Inter-Jurisdictional Transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map. The affected Arizona municipalities shall agree on any amounts to be transferred before notifying the Department of such amounts to be transferred under this Section.

## 14. Education and Outreach Efforts

To further its focus on serving taxpayers and its commitment to funding Arizona's future through enhanced customer service, continuous improvement, and innovation, the Department is expanding its outreach and education program to connect with all citizens of Arizona by strategically working with taxpayer and industry groups, tax practitioners, and Arizona's municipalities to ensure consistent tax education is widely available.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers. Education and outreach programs and content shall be consistent with applicable law and the Department's written guidance.

Increased education and outreach efforts undertaken by the Department and Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasize an ongoing two-way exchange of information, enhance communication on issues of common interest, and promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement an Ambassador Program, whereby the Department provides curriculum, structure, and support for education related to tax administration and compliance. City/Town shall be provided a standard work process when participating in Department-led educational events.

#### 15. State & Municipal Audit Resolution Team ("SMART")

- 15.1 Members: The SMART committee shall consist of four (4) primary (voting) members representing municipal taxing jurisdictions and four (4) primary (voting) members representing the Department. There shall also be two (2) alternate members representing each party, who are non-voting representatives unless required to vote due to the absence, recusal, or disqualification of a primary (voting) member. All primary and alternate members are required to attend all meetings unless excused.
- 15.2 Selection: The Director of the Department shall appoint Department employees to serve as primary and alternate members representing the Department. Arizona municipalities shall collectively appoint municipal employees to serve as primary and alternate members representing the Arizona municipalities. The members representing either party may be changed at any time following the standard work process agreed upon by both parties.
- 15.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented.
- **15.4 Issues:** The Department or City/Town may refer issues to SMART for resolution including but not limited to:
  - (a) Decisions by the Department to not audit a taxpayer;
  - (b) Amendments to Department audit procedures or manuals;
  - (c) Closing Agreements or a range of settlement authority;
  - (d) Abatement or account closure in collections;

- (e) Suspension of disclosure of Tax Information to City/Town;
- (f) Disagreements regarding proposed changes to the process maps defined in Sections 1.19, 1.20, and 1.21 of this Agreement;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties, subject to the limitations described in Section 29 of this Agreement.
- 15.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five (5) members of SMART, the Director shall accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five (5) members of the group, the Director or Director's designee may act as they deem to be in the best interests of all parties. Notwithstanding the above, upon request by City/Town, the Director shall submit their decision to the Attorney General's Office for review.
- 15.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.
- 15.7 Procedures: SMART shall develop procedures concerning the operation of the committee consistent with this Agreement.

# 16. Funding of Additional Auditors by City/Town

- 16.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the Parties' intention that any City/Town funding provided pursuant to this Section shall be used to increase the resources and capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.
- 16.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.
- 16.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other Arizona municipalities to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

**Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

## 17. Satellite Offices for Department Auditors

- 17.1 Funding: City/Town, at its own expense and at its sole discretion, may provide one (1) or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this Section shall require the Department to make use of such facilities provided by City/Town.
- 17.2 Requirements: Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 17.3 Termination: Once a satellite office is established, City/Town shall provide at least one hundred eighty (180) calendar days' written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 17.4 License: All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.
- 17.5 Workers' Compensation for Satellite Offices and Certain Site Visits: If employees of City/Town or Department are working at the facility of the other public agency pursuant to this Agreement, it is agreed that:
  - (a) Each employee will be deemed an employee of both public agencies for the purposes of A.R.S. § 23-1022(D) and Arizona workers' compensation laws.
  - (b) Each employee's primary employer (i.e., the State of Arizona for a Department employee, and City/Town for a City/Town employee or Independent Contractor) shall be solely liable for the payment of workers' compensation benefits.
  - (c) Each public agency for which employees of City/Town or Department are working at the facility of the other public agency under this Agreement shall post a notice complying with A.R.S. § 23-1022(E).
  - (d) In all circumstances other than as provided in the foregoing, nothing in this Agreement shall be construed to result in any person being the officer,

agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

#### 18. Non-availability of Funds

Every payment obligation of the Department and City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or municipal privilege tax license fees of City/Town. If funds are not appropriated, allocated, and available, or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State or City/Town, as applicable, in the event this provision is exercised and the State or City/Town, as applicable, shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

## 19. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

## 20. <u>Cancellation</u>

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

#### 21. Notice

(a)	When any Notice to City/Town is required under the terms of this Agreement, such	1
	Notice shall be sent by electronic correspondence to:	

(b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to City Services at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>.

## 22. <u>Non-discrimination</u>

ADOR and City/Town shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. ADOR and City/Town also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990. ADOR and the City/Town shall also comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

## 23. Compliance with Immigration Laws and A.R.S. § 41-4401

- 23.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214 which reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."
- 23.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.
- 23.3 The Department and City/Town retain the legal right to confirm the authorized presence and work authorization of any employee who works under this Agreement to ensure the Department and City/Town are complying with the applicable Federal immigration laws and regulations, and State statutes as set forth above.

## 24. Audit of Records

City/Town and the Department shall retain all data, books, and other records ("Records") relating to this Agreement for at least six (6) years

- (a) after termination of this Agreement, and
- (b) following each annual renewal thereof.

All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. § 35-214 and A.R.S. § 35-215.

#### 25. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this

Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of this Agreement.

## 26. Mutual Cooperation

In the event of a disagreement between the parties regarding the terms, provisions, and requirements of this Agreement, or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate to resolve the said disagreement or deal with the said circumstance.

# 27. Arbitration

To the extent required by A.R.S. § 12-1518 and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 19 of this Agreement is not considered to be a dispute arising out of this Agreement.

# 28. <u>Implementation</u>

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his/her designee and the Mayor of City/Town, his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter to act on behalf of City/Town.

## 29. <u>Limitations</u>

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

#### 30. Duration

- 30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 of this Agreement and continue in force through December 31st of the following calendar year unless canceled or terminated as provided herein. The term of this Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein.
- 30.2 Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 30.9 of this Agreement shall thereafter be executed by the parties hereto by a separate signed amendment and incorporated herein to be effective during the term of this Agreement and any extensions.
- 30.3 This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect.

- 30.4 This Agreement shall expire on December 31st of any year the Department is subject to sunset review by the legislature. Upon expiration, cancellation, or termination, any subsequent Agreement must be ratified through signature by both parties.
- 30.5 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty (30) calendar days' notice to the other party. The termination shall become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 30.6 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this Agreement upon such terms and at such time as is mutually agreeable to them.
- 30.7 Any notice of termination shall be mailed and served on the other party in accordance with Section 21 of this Agreement.
- 30.8 In the event of a partial or complete termination of this Agreement, if the parties have shared or exchanged property the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.
- 30.9 During the term of this Agreement, the terms and conditions of this Agreement shall undergo an annual review to be initiated no later than June 1st of each year. The review shall be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

#### 31. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

#### 32. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments, and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

#### 33. Signature Authority

- 33.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.
- 33.2 This Agreement may be executed in counterpart.

For the Department:	For City/Town:
Signature Date	Signature Date
Robert Woods, Director	
Typed Name and Title	Typed Name and Title
Arizona Department of Revenue	
Entity Name	Entity Name
1600 W. Monroe St.	
Address	Address
Phoenix Arizona 85007	
City State Zip	City State Zip
RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY/TOWN ATTORNEY:
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.	This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City/Town Attorney who has determined, on behalf of the City/Town only, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/Town.
KRIS MAYES The Attorney General	APPROVED AS TO FORM AND AUTHORITY:
BY:Signature Assistant Attorney General	BY:CITY/TOWN ATTORNEY
Date:	Date:

# APPENDIX A

# ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

#### 1. <u>Confidential Information</u>

- 1.1 "Confidential Information" is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. §§ 42-2001 through 42-2004.
- 1.2 "Tax Information" as defined in this Agreement is Confidential Information.
- 1.3 **Disclosure of aggregated financial information.** Under no circumstance shall aggregated financial information related to transaction privilege taxes allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.
  - (a) Except as provided in Section 1.3(b) of this Appendix, City/Town will disclose aggregated financial information in accordance with the Department's standard:
    - (1) City/Town shall only disclose aggregated financial information from not less than ten (10) taxpayers within the political boundaries of City/Town.
    - (2) No individual taxpayer's financial information should be discernible due to its relative size compared to other members of the aggregated group. For example, if one of the taxpayers in the data set represents 90% or more of the data point, then that data point must not be disclosed, regardless of the number of taxpayers.
  - (b) City/Town may disclose its aggregated financial information from less than ten (10) taxpayers provided City/Town first determines the aggregated data could not potentially reveal the financial information of an individual taxpayer. Such a determination shall take all the following into consideration:
    - (1) Ownership. All taxpayers with common ownership entities shall be considered a single taxpayer for aggregation purposes; and
    - (2) *Proportionality*. No individual taxpayer's financial information should be discernible due to its relative size compared to other members of the aggregated group; and

(3) Any other factor that might allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

## 2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where City/Town receives, processes, and stores Tax Information and create a plan to adequately secure those areas.
- 2.2 Tax Information must be protected during transmission, storage, use, and destruction. City/Town must have written policies, standards, and procedures to document how it protects its information systems, including Tax Information so that it conforms to the State of Arizona statutes A.R.S. §§ 42-2001 through 42-2004 and policies, standards, and procedures found on the Arizona Strategic Enterprise Technology ("ASET") website at <a href="mailto:aset.az.gov/resources/policies-standards-and-procedures">aset.az.gov/resources/policies-standards-and-procedures</a> or ASET's successor agency or website and Arizona Department of Homeland Security's website at <a href="https://azdohs.gov/information-security-policies-standards-and-procedures">https://azdohs.gov/information-security-policies-standards-and-procedures</a>.
- 2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing through Tax Information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Tax Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Tax Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Tax Information from an alternative work site must enter into a signed agreement that specifies how the Tax Information will be protected while at that site. Only trusted employees shall be permitted to access Tax Information from alternative sites. Tax Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Tax Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Tax Information.
- 2.7 When transporting confidential materials, the materials should be covered so that others cannot see the Tax Information. When sending Tax Information by fax, a cover sheet should always be used.
- 2.8 Any person with unsupervised access to Tax Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such information and annually thereafter. They must sign

certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification and submit a copy of the certification to the Department.

#### 3. Disclosure of Information

- 3.1 Tax Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Tax Information is protected by statute and, therefore, shall not be disclosed in response to a public records request except as authorized by law. A state agency, including political subdivisions (City/Town), may deny inspection of public records if the records are deemed confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Tax Information may be disclosed by completing an <u>Arizona Department of Revenue Form 285</u> or <u>Form 285B</u>, or such other form that contains the authorizing information included in those forms. City/Town may contact the Department's Disclosure Officer at <u>DisclosureOfficer@azdor.gov</u> if there are any questions concerning this requirement.

#### 4. Retention and Disposal of Information

- 4.1 All records received from the Department must be kept for the duration of the records retention period as listed in the official records retention schedules approved by the Secretary of State Library Archives and Public Records Division ("LAPR") published on the LAPR website.
  - (a) The Department's custom records retention schedule is published on the LAPR website at apps.azlibrary.gov/records/schedules.aspx.
  - (b) In the event of a legal hold (such as a litigation hold or investigative hold), Department and/or City/Town may be required to retain records beyond the retention period.
- 4.2 The Department and City/Town shall follow the legal requirements for reporting the disposition and destruction of records to the Arizona State Library Archives, & Public Records Division under A.R.S. § 41-151.19. Certificate of Records Destruction Forms are found at: <a href="mailto:azlibrary.gov/arm/forms">azlibrary.gov/arm/forms</a>.
- 4.3 All removable media containing Tax Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.
- 4.4 Tax Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Tax Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Tax Information may be performed by a third-party vendor.

- City/Town must take appropriate actions to protect the Tax Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.5 Computer system components and devices, such as copiers and scanners, which have been used to store or process Tax Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Tax Information can be restored or recovered.

## 5. <u>Information Security</u>

- 5.1 Systems containing Tax Information must be protected in accordance with the State of Arizona Policies, Standards, and Procedures that govern State data found at <a href="https://azdohs.gov/information-security-policies-standards-and-procedures">https://azdohs.gov/information-security-policies-standards-and-procedures</a>, particularly Policies and Standards 8000-8410 and the Arizona NIST Security Baseline Controls.
- 5.2 City/Town is responsible for creating architectural diagrams of any systems connecting to the Department's systems and depicting the flow of State Tax Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.
- Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of Tax Information, data loss, breach, or other security concern regarding Tax Information by reporting the incident to the Department's: 1) City Services Manager by email at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>, 2) Disclosure Officer by email at <a href="mailto:DisclosureOfficer@azdor.gov">DisclosureOfficer by email at <a href="mailto:DisclosureOfficer@azdor.gov">DisclosureOfficer@azdor.gov</a>, and 3) Chief <a href="mailto:InfoSec@azdor.gov">InfoSec@azdor.gov</a>, and at <a href="mailto:InfoSec@azdor.gov">InfoSec@azdor.gov</a>.
- The Department may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store, or transmit any Department data at any time to ensure that Department information is adequately protected. City/Town shall provide audit records and evidence of system and application hardening to the department's information security team upon request. Hardening evidence can include, but is not limited to: RiskSense, CIS benchmarks, SCSEMs, STIGs, or other security best practices. If City/Town hires a third-party for any system or information support, all security provisions apply.

# 6. Wireless Access (if accessing State Confidential Information from a wireless network)

#### City/Town must:

- 6.1 Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- 6.2 Authorize wireless access to the information system prior to allowing such connections.

6.3 Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

# **APPENDIX B**

#### REQUIRED REPORTS AND DATA FIELDS

At a minimum, the Department of Revenue shall provide the following reports which display all of fields identified below, per report:

# NEW LICENSE REPORT and LICENSE UPDATE REPORT

- o Region Code
- o Run Date
- o Report Start Date
- Report End Date
- o Update Date
- o ID Type
- o ID
- o Account ID
- o Entity Name
- Ownership Type
- o License ID
- o OTO/Applied For indicator
- o Bankruptcy Indicator
- o Filing Frequency
- o Issue Date
- o Account Start Date
- o Business Start Date
- o Arizona Start Date
- o Doc Loc Nbr
- Accounting Method
- o Close Date
- o Close Code
- o Business Description
- o NAICS1
- o NAICS2
- o NAICS3
- o NAICS4
- o Mailing Street1
- o Mailing Street2
- o Mailing Street3
- o Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- o Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date

- o Audit Street1
- o Audit Street 2
- o Audit Street 3
- Audit City
- o Audit State
- o Audit Zip
- o Audit Country
- o Audit Phone Number
- o Audit Address Add Date
- o Audit Address End Date
- o Location Code
- o Business Codes
- o Location Name (DBA)
- o Number of Units
- o Location Street 1
- o Location Street 2
- Location Street 3
- o Location City
- Location State
- o Location Zip
- Location Country
- o Location Phone Number
- o Location Start Date
- o Location End Date
- o Primary Location Street 1
- o Primary Location Street 2
- o Primary Location Street 3
- o Primary Location City
- o Primary Location State
- o Primary Location Zip Code
- o Primary Location Country
- o Primary Location Phone Number
- o Primary Location Start Date
- o Primary Location End Date
- o Owner Name
- o Owner Title
- o Owner Name 2
- o Owner Title 2
- o Owner Name 3
- o Owner Title 3

#### CITY PAYMENT JOURNAL

- o Run Date
- o Report Start Date
- o Report End Date
- o GL Accounting Period

- Period End Date
- o Payment received date
- o Return received date
- o Payment process date
- o Return process date
- o Filing Frequency
- o License ID
- o Entity Name
- Location Code
- o Location Name (DBA)
- Location Street 1
- o Location Street 2
- Location Street 3
- Location City
- o Location State
- o Location Zip
- Location Country
- o NAICS
- o Business Code
- Doc Loc Nbr
- o Pmt Loc Nbr
- Gross Receipts
- o Total Deductions
- o Tax or Fee Collected
- o P & I Collected
- o Audit Collections
- o Tran Type
- o Tran Subtype
- o Rev Type

# CITY PAYMENT JOURNAL SUMMARY

- o Region Code
- o Run Date
- o Report Start Date
- Report End Date
- o GL Accounting Period
- o Business Code
- o Number of Accounts
- o Collections

# NO MONEY REPORT

- o Region Code
- o GL Accounting Period
- o Period End Date
- o Payment received date
- o Return received date

- o Payment process date
- o Return process date
- o Filing Frequency
- o License ID
- o Entity Name
- o Location Code
- o Location Name (DBA)
- o Location Street 1
- o Location Street 2
- o Location Street 3
- o Location City
- o Location State
- o Location Zip
- o Location Country
- o NAICS
- o Business Code
- Doc Loc Nbr
- o Pmt Loc Nbr
- o Gross Receipts
- o Total Deductions
- o Tax or Fee Collected
- o P & I Collected
- o Audit Collections
- o Tran Type
- o Tran Subtype

#### **DEDUCTION REPORT**

- o Region Code
- o Run Date
- o Report Start Date
- o Report End Date
- o GL Accounting Period
- o Period End Date
- o License ID
- o Entity Name
- Location Code
- o Location Name (DBA)
- o Business Code
- o Doc Loc Nbr
- o Deduction Code
- o Deduction Amount
- o Tran Type
- o Tran Subtype
- o Rev Type

# FUND DISTRIBUTION REPORT

- o Region Code
- o Run Date
- Report Start Date
- o Report End Date
- o GL Accounting Period
- Period End Date
- Payment Received Date
- o Return Received Date
- Payment Processed Date
- o Return Processed Date
- License ID
- o Entity Name
- Location Code
- Location Name (DBA)
- o Business Code
- o Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

# FUND DISTRIBUTION SUMMARY REPORT

- o Region Code
- o Run Date
- o Report Start Date
- o Report End Date
- o GL Accounting Period
- o Fund Allocation Code
- o Amount Distributed

# **APPENDIX C**

# REQUIRED FORMS

1. <u>JT-1 Joint Tax Application for a TPT License</u>

ADOR Form 10196

2. <u>TPT-2 Transaction Privilege, Use and Severance Tax Return (filing periods beginning on or AFTER June 1, 2016)</u>

ADOR Form 11249

3. TPT-EZ Transaction Privilege, Use and Severance Tax Return

ADOR Form 11263

# **Suzanne Harvey**

From:

Matthew Olson <olson.matthew@azdeq.gov>

Sent:

Thursday, October 19, 2023 1:45 PM

To:

Suzanne Harvey

Subject:

Fwd: Town of Huachuca City | ADEQ PFAS Screening Results

**Attachments:** 

23B1545 FINAL EXCEL 27 Feb 23 1604.xls; 23B1543 FINAL EXCEL 27 Feb 23 1602.xls; 23B1545 Sample2COC Rev PDF ADEQProjectNo FINAL 02 27 23 1604.pdf; 23B1541 Sample2COC Rev PDF ADEQProjectNo FINAL 02 27 23 1601.pdf; 23B1543 Sample2COC

Rev PDF ADEQProjectNo FINAL 02 27 23 1602.pdf

[CAUTION] This message was sent by someone outside of your organization. Please verify the sender, and always be cautious when following links or opening attachments.

Results attached, please let me know if you have any questions

Regards,

# **Matthew Olson**

PFAS Project Manager Ph: 602-695-7518



# azdeq.gov

Your feedback matters to ADEQ. Visit azdeq.gov/feedback

----- Forwarded message -----

From: Matthew Olson <olson.matthew@azdeq.gov>

Date: Thu, Mar 2, 2023 at 11:21 AM

Subject: Town of Huachuca City | ADEQ PFAS Screening Results

To: < JHALTERMAN@huachucacityaz.gov >, Drinking Water PFAS - AZDEQ < dw pfas@azdeq.gov >

### Dear James:

As a follow-up to our phone call, please find attached to this email a copy of the laboratory results for the samples collected from EPDS#2, 4, and 5. The samples were collected by the Arizona Department of Environmental Quality (ADEQ) on 2/9/23. The samples were analyzed for selected Per- and Polyfluoroalkyl substances (PFAS), including perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), perfluorobutane sulfonate (PFBS) and GenX Chemicals.

Please note that no PFAS were detected in the water analyzed from this sampling event.

4

Additional information on PFAS can be found at https://www.azdeq.gov/pfas-resources.





27 February 2023

Matthew Olson Arizona Department of Environmental Quality, PHX 1110 W. Washington Street Phoenix, AZ 85007

**RE: PWS PFAS** 

### AZ0402019 Town of Huachuca City

Laboratory Work Order No.:

23B1545

Legend Technical Services of Arizona, Inc. is pleased to provide the enclosed analytical results for the aforementioned project. These results relate only to the items tested. This cover letter and the accompanying pages represent the full report for these analyses and should only be reproduced in full. Samples for this project were received by the laboratory on 02/10/23 11:18.

The samples were processed in accordance with the Chain of Custody document and the results presented relate only to the samples tested. The Chain of Custody is considered part of this report.

All samples will be retained by LEGEND for 30 days from the date of this report and then discarded unless other arrangements are made. Due to hold-time and method sample volume requirements, microbiological samples are not retained unless other arrangements are made.

This entire report was reviewed and approved for release by the undersigned. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

Spa Teter

Lisa Teter

Client Services Representative

(602) 324-6100

This laboratory report is confidential and is intended for the sole use of LEGEND and it's client.

Project: PWS PFAS

1110 W. Washington Street

Project Number: AZ0402019 Town of Huachuca City

Phoenix, AZ 85007

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

### **ANALYTICAL REPORT FOR SAMPLES**

Sample ID	Laboratory ID	Matrix	Туре	Date Sampled	Date Received
AZ0402019 (EPDS005)	23B1545-01	Drinking Water	Grab	02/09/23 10:49	02/10/23 11:18
AZ0402019 (EPDS005)	23B1545-03	Drinking Water	Grab	02/09/23 10:45	02/10/23 11:18

## Sample Condition Upon Receipt:

Temperature:

5.70 C

All samples were received in acceptable condition unless noted otherwise in the case

narrative.

Case Narrative:

**Holding Times:** 

All holding times were met unless otherwise qualified.

QA/QC Criteria:

All analyses met method requirements unless otherwise qualified.

Certifications: AZ(PHX)0004, AZ(TUC)OOO4, AIHA#102982, CDC ELITE Member.

Accreditation is applicable only to the test methods specified on each scope of accreditation held by LEGEND.

Comments:

There were no problems encountered during the processing of the samples, unless otherwise noted.

All samples were analyzed on a "wet" basis unless designated as "dry weight".

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 Town of Huachuca City

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

# AZ0402019 (EPDS005) (23B1545-01) Drinking Water (Grab) Sampled: 02/09/23 10:49 Received: 02/10/23 11:18

Analyte	Result	PQL	Units	Dilutio	n Batch	Prepared	Analyzed	Method	Notes
	Legend 7	echnical	Service	es of A	rizona, Inc	<b>).</b>			
Semi-Volatile Organic Compounds									
11CI-PF3OUdS	<4.53	4.53	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	•
4:2FTS	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
6:2FTS	<4.53	4.53	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
8:2FTS	<4.53	4.53	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
9CI-PF3ONS	<1.81	1.81	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
HFPO-DA (GenX)	<4.53	4.53	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
NaDONA	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
NFDHA	<18.1	18.1	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFBA	<4.53	4.53	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFBS	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFDA	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFDoA	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFEESA	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFHpA	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFHpS	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFHxA	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFHxS	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFMBA	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFMPA	<3.62	3.62	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFNA	<3.62	3.62	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFOA	<3.62	3.62	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFOS	<3.62	3.62	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFPeA	<2.72	2.72	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFPeS	<3.62	3.62	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:30	EPA 533	
PFUnA	<1.81	1.81	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 19:3	EPA 533	
Surrogate: 13C2-4:2FTS (IDA)		97 %	5	50-200	B38	30617 02/2	20/23 02/2	22/23 EPA	i33
Surrogate: 13C2-6:2FTS (IDA)		104 %	5	50-200	B38	30617 02/2	20/23 02/2	22/23 EPA	533
Surrogate: 13C2-8:2FTS (IDA)		105 %	5	50-200	B31	30617 02/2	20/23 02/2	22/23 EPA	
Surrogate: 13C2-PFDoA (IDA)		108 %	5	50-200	B3l			22/23 EPA	
Surrogate: 13C3-HFPO-DA (IDA)		103 %		50-200				22/23 EPA	
Surrogate: 13C3-PFBS (IDA)		105 %		50-200				22/23 EPA:	
Surrogate: 13C3-PFHxS (IDA)		106 %		50-200				22/23 EPA	
Surrogate: 13C4-PFBA (IDA)		106 %		50-200				22/23 EPA	
Surrogate: 13C4-PFHpA (IDA)		107 %		50-200				22/23 EPA .	
Surrogate: 13C5-PFHxA (IDA)		103 %		50-200				22/23 EPA : 22/23 EPA :	
Surrogate: 13C5-PFPeA (IDA)		107 %		50-200					
Surrogate: 13C6-PFDA (IDA)		106 %		50-200					
Surrogate: 13C7-PFUnA (IDA)		104 %		50-200				22/23 EPA .	
Surrogate: 13C8-PFOA (IDA)		105 %		50-200				22/23 EPA . 22/23 EPA .	
Surrogate: 13C8-PFOS (IDA)		103 %		50-200				22/23 EPA . 22/23 EPA .	
Surrogate: 13C9-PFNA (IDA)		98 %	5	50-200	ВЗІ	B0617 02/	20/23 02/2	LUZS EPA	,,,,

# AZ0402019 (EPDS005) (23B1545-03) Drinking Water (Grab) Sampled: 02/09/23 10:45 Received: 02/10/23 11:18

Analyte	Result	PQL	Units	Dilution Batch	Prepared	Analyzed	Method	Notes
	Legend Te	echnical		es of Arizona, Inc	).			

1110 W. Washington Street Phoenix, AZ 85007 Project: PWS PFAS

Project Number: AZ0402019 Town of Huachuca City

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

# AZ0402019 (EPDS005) (23B1545-03) Drinking Water (Grab) Sampled: 02/09/23 10:45 Received: 02/10/23 11:18

Analyte	Result	PQL	Units	Diluti	ion Batch	Prepared	Analyzed	Method	Notes
	Legend <sup>-</sup>	Technical	Service	s of A	rizona, Ind	).			
Semi-Volatile Organic Compounds									
11CI-PF3OUdS	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06	EPA 537.1	
PCI-PF3ONS	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
HFPO-DA (GenX)	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
NaDONA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
N-EtFOSAA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
N-MeFOSAA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFBS	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFDA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFDoA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFHpA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFHxA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFHxS	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFNA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFOA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFOS	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFTeDA (PFTA)	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
PFTrDA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
°FUdA	<1.67	1.67	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 06:06		
urrogate: C2-PFDA (SURR)		115 %	•	-130		0430 02/14			
urrogate: C2-PFHxA (SURR)		95 %		-130		0430			
urrogate: C3-HFPO-DA (SURR)		91 %		-130		0430			
urrogate: d5-n-EtFOSAA (SURR)		99 %		-130		0430			

Project: PWS PFAS

1110 W. Washington Street

Project Number: AZ0402019 Town of Huachuca City

Phoenix, AZ 85007

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

			·			***************************************				1
	Reporting		Spike	Source		%REC		RPD		ı
Analyte Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes	ı

Ratch	B3B0430	- Default	Pren	GC-Semi
Datti	D3D0430	- Delault	1.160	00-061111

Blank (B3B0430-BLK1)				Prepared: 02/14/	23 Analyzed: 02	2/15/23	*******
11CI-PF3OUdS	<2.00	2.00	ng/L				
9CI-PF3ONS	<2.00	2.00	ng/L				
HFPO-DA (GenX)	<2.00	2.00	ng/L				
NaDONA	<2.00	2.00	ng/L				
N-EtFOSAA	<2.00	2.00	ng/L				
N-MeFOSAA	<2.00	2.00	ng/L				
PFBS	<2.00	2.00	ng/L				
PFDA	<2.00	2.00	ng/L				
PFDoA	<2.00	2.00	ng/L				
PFHpA	<2.00	2.00	ng/L				
PFHxA	<2.00	2.00	ng/L				
PFHxS	<2.00	2.00	ng/L				
PFNA	<2.00	2.00	ng/L				
PFOA	<2.00	2.00	ng/L				
PFOS	<2.00	2.00	ng/L				
PFTeDA (PFTA)	<2.00	2.00	ng/L				
PFTrDA	<2.00	2.00	ng/L				
PFUdA	<2.00	2.00	ng/L				
LCS (B3B0430-BS1)				Prepared: 02/14/	23 Analyzed: 02	2/16/23	
11CI-PF3OUdS	37.4	2.00	ng/L	37.8	99	70-130	
9CI-PF3ONS	36.8	2.00	ng/L	37.4	98	70-130	
HFPO-DA (GenX)	37.0	2.00	ng/L	40.0	93	70-130	
NaDONA	39.1	2.00	ng/L	37.8	103	70-130	
N-EtFOSAA	43.3	2.00	ng/L	40.0	108	70-130	
N-MeFOSAA	38.7	2.00	ng/L	40.0	97	70-130	
PFBS	34.9	2.00	ng/L	35.4	99	70-130	
PFDA	41.0	2.00	ng/L	40.0	102	70-130	
PFDoA	41.9	2.00	ng/L	40.0	105	70-130	
PFHpA	40.1	2.00	ng/L	40.0	100	70-130	
PFHxA	39.2	2.00	ng/L	40.0	98	70-130	
PFHxS	36.3	2.00	ng/L	36.4	100	70-130	
PFNA	39.3	2.00	ng/L	40.0	98	70-130	
PFOA	39.2	2.00	ng/L	40.0	98	70-130	
					93	70.420	
	34.3	2.00	ng/L	37.0	93	70-130	
PFOS	34.3 38.5	2.00 2.00	ng/L ng/L	40.0	93 96	70-130	
			•				

Laboratory Work Order No.:

1110 W. Washington Street Phoenix, AZ 85007 Project: PWS PFAS

Project Number: AZ0402019 Town of Huachuca City

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B3B0430 - Default Prep GC-Sem	i									
LCS Dup (B3B0430-BSD1)				Prepared:	02/14/23 Ar	nalyzed: 02	/16/23			
11CI-PF3OUdS	36.1	2.00	ng/L	37.8		96	70-130	3	30	
9CI-PF3ONS	35.7	2.00	ng/L	37.4		95	70-130	3	30	
HFPO-DA (GenX)	39.5	2.00	ng/L	40.0		99	70-130	7	30	
NaDONA	40.2	2.00	ng/L	37.8		106	70-130	3	30	
N-EtFOSAA	42.5	2.00	ng/L	40.0		106	70-130	2	30	
N-MeFOSAA	39.7	2.00	ng/L	40.0		99	70-130	3	30	
PFBS	34.3	2.00	ng/L	35.4		97	70-130	2	30	
PFDA	41.9	2.00	ng/L	40.0		105	70-130	2	30	
PFDoA	42.5	2.00	ng/L	40.0		106	70-130	1	30	
PFHpA	40.9	2.00	ng/L	40.0		102	70-130	2	30	
PFHxA	40.0	2.00	ng/L	40.0		100	70-130	2	30	
PFHxS	36.2	2.00	ng/L	36.4		100	70-130	0.08	30	
PFNA	40.4	2.00	ng/L	40.0		101	70-130	3	30	
PFOA	40.5	2.00	ng/L	40.0		101	70-130	3	30	
PFOS	33.9	2.00	ng/L	37.0		92	70-130	1	30	
PFTeDA (PFTA)	41.8	2.00	ng/L	40.0		105	70-130	8	30	
PFTrDA	39.3	2.00	ng/L	40.0		98	70-130	4	30	
PFUdA	38.9	2.00	ng/L	40.0		97	70-130	2	30	
Matrix Spike (B3B0430-MS1)	Soi	urce: 23B141	7-01	Prepared:	02/14/23 Ar	nalyzed: 02/	/16/23			
11CI-PF3OUdS	35.8	2.00	ng/L	38.4	0.14	93	70-130			
9CI-PF3ONS	38.2	2.00	ng/L	38.0	<2.00	100	70-130			
HFPO-DA (GenX)	38.4	2.00	ng/L	40.7	<2.00	94	70-130			
NaDONA	40.9	2.00	ng/L	38.4	<2.00	107	70-130			
N-EtFOSAA	36.7	2.00	ng/L	40.7	<2.00	90	70-130			
N-MeFOSAA	38.8	2.00	ng/L	40.7	<2.00	96	70-130			
PFBS	37.6	2.00	ng/L	35.9	0.81	102	70-130			
PFDA	45.4	2.00	ng/L	40.7	<2.00	112	70-130			
PFDoA	39.6	2.00	ng/L	40.7	<2.00	97	70-130			
PFHpA	41.8	2.00	ng/L	40.7	<2.00	103	70-130			
PFHxA	42.0	2.00	ng/L	40.7	<2.00	103	70-130			
PFHxS	37.5	2.00	ng/L	37.0	0.21	103	70-130			
PENA	43.1	2.00	ng/L	40.7	<2.00	106	70-130 70-130			
PFOA	41.8	2.00	ng/L	40.7	<2.00	103	70-130			
PFOS	34.7	2.00	ng/L	37.6	<2.00	92	70-130			
PFTeDA (PFTA)	37.8	2.00	ng/L	40.7	0.28	92	70-130 70-130			
, ,	36.8		-							
PFTrDA	35.8	2.00	ng/L	40.7	0.19	90	70-130			

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 Town of Huachuca City

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

	Reporting		Spike	Source		%REC		RPD	
Analyte Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Batch	B3B0617	- Default	Prep	GC-Semi

Blank (B3B0617-BLK1)			Prepared: 02/20/23 Analyzed: 02/22/23
11CI-PF3OUdS	<5.00	5.00	ng/L
4:2FTS	<3.00	3.00	ng/L
6:2FTS	<5.00	5.00	ng/L
8:2FTS	<5.00	5.00	ng/L
9CI-PF3ONS	<2.00	2.00	ng/L
HFPO-DA (GenX)	<5.00	5.00	ng/L
NaDONA	<3.00	3.00	ng/L
NFDHA	<20.0	20.0	ng/L
PFBA	<5.00	5.00	ng/L
PFBS	<3.00	3.00	ng/L
PFDA	<3.00	3.00	ng/L
PFDoA	<3.00	3.00	ng/L
PFEESA	<3.00	3.00	ng/L
PFHpA	<3.00	3.00	ng/L
PFHpS	<3.00	3.00	ng/L
PFHxA	<3.00	3.00	ng/L
PFHxS	<3.00	3.00	ng/L
PFMBA	<3.00	3.00	ng/L
PFMPA	<4.00	4.00	ng/L
PFNA	<4.00	4.00	ng/L
PFOA	<4.00	4.00	ng/L
PFOS	<4.00	4.00	ng/L
PFPeA	<3.00	3.00	ng/L
PFPeS	<4.00	4.00	ng/L
PFUnA	<2.00	2.00	ng/L

Laboratory Work Order No.:

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 Town of Huachuca City

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

			Reporting		Spike	Source		%REC		RPD	
Analyte	•	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Batch	B3B0617	- Default	Prop	GC-Somi
Dateil		- Delauli	CIEU	171SPM1

LCS (B3B0617-BS1)				Prepared: 02/2	0/23 Analyzed: 02	2/22/23	
11CI-PF3OUdS	17.9	5.00	ng/L	18.9	95	50-150	
4:2FTS	18.9	3.00	ng/L	18.8	101	50-150	
6:2FTS	19.2	5.00	ng/L	19.0	101	50-150	
8:2FTS	19.7	5.00	ng/L	19.2	102	50-150	
9CI-PF3ONS	18.6	2.00	ng/L	18.7	100	50-150	
HFPO-DA (GenX)	19.7	5.00	ng/L	20.0	98	50-150	
NaDONA	17.8	3.00	ng/L	18.9	94	50-150	
NFDHA	17.6	20.0	ng/L	20.0	88	50-150	
PFBA	19.2	5.00	ng/L	20.0	96	50-150	
PFBS	17.0	3.00	ng/L	17.8	96	50-150	
PFDA	20.1	3.00	ng/L	20.0	100	50-150	
PFDoA	18.7	3.00	ng/L	20.0	93	50-150	
PFEESA	16.6	3.00	ng/L	17.8	93	50-150	
PFHpA	18.9	3.00	ng/L	20.0	95	50-150	
PFHpS	20.0	3.00	ng/L	19.1	105	50-150	
PFHxA	18.9	3.00	ng/L	20.0	95	50-150	
PFHxS	16.9	3.00	ng/L	18.2	93	50-150	
PFMBA	20.0	3.00	ng/L	20.0	100	50-150	
PFMPA	19.5	4.00	ng/L	20.0	98	50-150	
PFNA	19.9	4.00	ng/L	20.0	99	50-150	
PFOA	19.5	4.00	ng/L	20.0	97	50-150	
PFOS	17.9	4.00	ng/L	18.6	97	50-150	
PFPeA	19.3	3.00	ng/L	20.0	97	50-150	
PFPeS	17.6	4.00	ng/L	18.8	94	50-150	
PFUnA	20.9	2.00	ng/L	20.0	104	50-150	

1110 W. Washington Street Phoenix, AZ 85007 Project: PWS PFAS

Project Number: AZ0402019 Town of Huachuca City

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

LCS Dup (B3B0617-BSD1)	Prepared: 02/20/23 Analyzed: 02/22/23								
11CI-PF3OUdS	18.3	5.00	ng/L	18.9	97	50-150	2	200	
4:2FTS	18.5	3.00	ng/L	18.8	99	50-150	2	200	
6:2FTS	19.6	5.00	ng/L	19.0	103	50-150	2	200	
8:2FTS	19.8	5.00	ng/L	19.2	103	50-150	0.7	200	
9CI-PF3ONS	18.1	2.00	ng/L	18.7	97	50-150	3	200	
HFPO-DA (GenX)	19.2	5.00	ng/L	20.0	96	50-150	3	200	
NaDONA	18.7	3.00	ng/L	18.9	99	50-150	5	200	
NFDHA	21.4	20.0	ng/L	20.0	107	50-150	19	200	
PFBA	19.8	5.00	ng/L	20.0	99	50-150	3	200	
PFBS	16.7	3.00	ng/L	17.8	94	50-150	2	200	
PFDA	20.5	3.00	ng/L	20.0	102	50-150	2	200	
PFDoA	19.5	3.00	ng/L	20.0	98	50-150	4	200	
PFEESA	16.8	3.00	ng/L	17.8	94	50-150	1	200	
PFHpA	20.2	3.00	ng/L	20.0	101	50-150	6	200	
PFHpS	19.6	3.00	ng/L	19.1	103	50-150	2	200	
PFHxA	19.9	3.00	ng/L	20.0	100	50-150	5	200	
PFHxS	17.0	3.00	ng/L	18.2	93	50-150	0.5	200	
PFMBA	20.2	3.00	ng/L	20.0	101	50-150	1	200	
PFMPA	19.8	4.00	ng/L	20.0	99	50-150	1	200	
PFNA	19.3	4.00	ng/L	20.0	96	50-150	3	200	
PFOA	20.1	4.00	ng/L	20.0	100	50-150	3	200	
PFOS	18.3	4.00	ng/L	18.6	99	50-150	2	200	
PFPeA	19.8	3.00	ng/L	20.0	99	50-150	2	200	
PFPeS	17.4	4.00	ng/L	18.8	93	50-150	1	200	
PFUnA	19.5	2.00	ng/L	20.0	97	50-150	7	200	

Laboratory Work Order No.:

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 Town of Huachuca City

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Batch B3B0617 - Default Prep GC-Semi

Matrix Spike (B3B0617-MS1)	Source: 2	3B1469-0	9 F	Prepared:	02/20/23 An	alyzed: 02/	22/23
11CI-PF3OUdS 34	4.1	4.73	ng/L	35.8	<4.73	95	50-150
4:2FTS 36	5.2	2.84	ng/L	35.5	<2.84	102	50-150
6:2FTS 37	7.4	4.73	ng/L	36.1	1.11	101	50-150
8:2FTS 35	5.3	4.73	ng/L	36.4	<4.73	97	50-150
9CI-PF3ONS 34	4.7	1.89	ng/L	35.4	<1.89	98	50-150
HFPO-DA (GenX) 37	7.9	4.73	ng/L	37.9	<4.73	100	50-150
NaDONA 33	3.3	2.84	ng/L	35.8	<2.84	93	50-150
NFDHA 43	3.7	18.9	ng/L	37.9	<18.9	115	50-150
PFBA 36	3.8	4.73	ng/L	37.9	0.33	96	50-150
PFBS 32	2.3	2.84	ng/L	33.6	<2.84	96	50-150
PFDA 37	7.9	2.84	ng/L	37.9	<2.84	100	50-150
PFDoA 36	6.5	2.84	ng/L	37.9	<2.84	96	50-150
PFEESA 3°	1.4	2.84	ng/L	33.8	<2.84	93	50-150
PFHpA 33	7.1	2.84	ng/L	37.9	0.45	97	50-150
PFHpS 37	7.9	2.84	ng/L	36.1	<2.84	105	50-150
PFHxA 36	6.9	2.84	ng/L	37.9	0.70	95	50-150
PFHxS 33	2.3	2.84	ng/L	34.5	<2.84	93	50-150
PFMBA 37	7.3	2.84	ng/L	37.9	<2.84	99	50-150
PFMPA 37	7.0	3.79	ng/L	37.9	<3.79	98	50-150
PFNA 37	7.9	3.79	ng/L	37.9	<3.79	100	50-150
PFOA 37	7.7	3.79	ng/L	37.9	0.40	98	50-150
PFOS 34	4.3	3.79	ng/L	35.2	<3.79	98	50-150
PFPeA 38	8.6	2.84	ng/L	37.9	0.98	99	50-150
PFPeS 33	3.4	3.79	ng/L	35.6	<3.79	94	50-150
PFUnA 38	8.8	1.89	ng/L	37.9	<1.89	102	50-150

Project: PWS PFAS

1110 W. Washington Street

Project Number: AZ0402019 Town of Huachuca City

Phoenix, AZ 85007

Client Manager: Matthew Olson

Reported: 02/27/23 16:04

### **Notes and Definitions**

BLK

Method Blank

LCS/Dup

Laboratory Control Sample/Laboratory Fortified Blank/Duplicate

MS/Dup

Matrix Spike/Duplicate

Dry

Sample results reported on a dry weight basis

RPD

Relative Percent Difference

23B1545

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Page 11 of 12

23B1545

# CHAIN OF CUSTODY RECORD

(2) (2)

LEGENES
Technical Services, Inc.

☐ 17831 N. 25th Avenue • Phoenix, AZ 85023 • (802) 324-8100 • Fax (602) 324-8101 ☐ 4585 S. Palo Verde Rd, Ste 423 • Tucson, AZ 85714 • (520) 327-1234 • Fax (520) 327-05

lechnical service

OYFE OFB Wh HOLD HOLD LAB NO dw\_pfas@azdeq.gov 03 **Email Address** E00 Special Detection Limits Email Results 480-650-9711 Phone REQUESTED ANALYSES Purchase Order No. PO0000511179 85007 State Zip AZ To upload data to CMDP, PWS number and Facility ID # (EPDS) must be provided Matthew Okon Contact Name **Phoenix** × 337 Field Blank (zinT) VE × 233 Field Blank × × (AA) EES 1110 West Washington St. Report Mailing Address PWS Name AZ0402019 N No. of Containers TOWN OF HUACHUCA CITY dS BRT, EPDS992, FRB (0,45 | EPDS882005 (0349 EPDS002 Och 10. 4 VEPDSOG2 FRB Facility ID # (EPDS#) Sample Sample PRIOR TO SAMPLE RECLIP IOC OPTIONS - 62.54.Co 40,304 CONTROLLON WITH AT LEGGIND PWS PFAS Sampling BY CLIENT OR ( Client Name #SMd Project ID Comments: AZ0402019 AZ0402019 AZ0402019 AZ0402019 ADEQ Please Pri CLIENT

SAMPLE CONDITION UPON KELEIPI	ON RECEIP!	
No. of Containers	9	(
Temperature	5.7.3°	<b>∍</b>
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Seals Intact	)z >(	9
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<u></u>	On behalf of the above-named Client,	Iaccept and	On behalf of the above-named Client, I accept and acknowledge receipt of Legend's General Conditions.	ns,
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27 February 2023

Matthew Olson Arizona Department of Environmental Quality, PHX 1110 W. Washington Street Phoenix, AZ 85007

**RE: PWS PFAS** 

### **AZ0402019 TOWN OF HUACHUCA CITY**

Laboratory Work Order No.:

23B1541

Legend Technical Services of Arizona, Inc. is pleased to provide the enclosed analytical results for the aforementioned project. These results relate only to the items tested. This cover letter and the accompanying pages represent the full report for these analyses and should only be reproduced in full. Samples for this project were received by the laboratory on 02/10/23 11:18.

The samples were processed in accordance with the Chain of Custody document and the results presented relate only to the samples tested. The Chain of Custody is considered part of this report.

All samples will be retained by LEGEND for 30 days from the date of this report and then discarded unless other arrangements are made. Due to hold-time and method sample volume requirements, microbiological samples are not retained unless other arrangements are made.

This entire report was reviewed and approved for release by the undersigned. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

Spou Teter

Lisa Teter

Client Services Representative

(602) 324-6100

This laboratory report is confidential and is intended for the sole use of LEGEND and it's client.

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

### **ANALYTICAL REPORT FOR SAMPLES**

Sample ID	Laboratory ID	Matrix	Туре	Date Sampled	Date Received
AZ0402019 (EPDS002)	23B1541-01	Drinking Water	Grab	02/09/23 11:19	02/10/23 11:18
AZ0402019 (EPDS002)	23B1541-03	Drinking Water	Grab	02/09/23 11:22	02/10/23 11:18

# Sample Condition Upon Receipt:

Temperature:

5.70 C

All samples were received in acceptable condition unless noted otherwise in the case

narrative.

### Case Narrative:

**Holding Times:** 

All holding times were met unless otherwise qualified.

QA/QC Criteria:

All analyses met method requirements unless otherwise qualified.

Certifications: AZ(PHX)0004, AZ(TUC)OOO4, AIHA#102982, CDC ELITE Member.

Accreditation is applicable only to the test methods specified on each scope of accreditation held by LEGEND.

Comments:

There were no problems encountered during the processing of the samples, unless otherwise noted.

All samples were analyzed on a "wet" basis unless designated as "dry weight".

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

# AZ0402019 (EPDS002) (23B1541-01) Drinking Water (Grab) Sampled: 02/09/23 11:19 Received: 02/10/23 11:18

Analyte	Result	PQL	Units	Diluti	on Batch	Prepared	Analyzed	Method	Notes
	Legend 7	echnical	Service	es of A	rizona, Ind	<b>.</b>			
Semi-Volatile Organic Compounds									
11CI-PF3OUdS	<4.46	4.46	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
4:2FTS	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
6:2FTS	<4.46	4.46	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
8:2FTS	<4.46	4.46	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
9CI-PF3ONS	<1.79	1.79	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
HFPO-DA (GenX)	<4.46	4.46	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
NaDONA	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
NFDHA	<17.9	17.9	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFBA	<4.46	4.46	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFBS	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFDA	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFDoA	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFEESA	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFHpA	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFHpS	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFHxA	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFHxS	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFMBA	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFMPA	<3.57	3.57	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFNA	<3.57	3.57	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFOA	<3.57	3.57	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFOS	<3.57	3.57	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFPeA	<2.68	2.68	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFPeS	<3.57	3.57	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
PFUnA	<1.79	1.79	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 17:12	EPA 533	
Surrogate: 13C2-4:2FTS (IDA)		127 %	50	0-200	ВЗЕ	30617 02/20	/23 02/22	2/23 EPA 533	•
Surrogate: 13C2-6:2FTS (IDA)		111 %	50	0-200	B3E	80617 02/20	/23 02/22	2/23 EPA 533	1
Surrogate: 13C2-8:2FTS (IDA)		118 %	50	0-200	B3E	80617 02/20	/23 02/22	2/ <b>23</b> EPA 533	1
Surrogate: 13C2-PFDoA (IDA)		102 %	50	0-200	B3E	30617 02/20	/23 02/22	2/23 EPA 533	1
Surrogate: 13C3-HFPO-DA (IDA)		95 %	50	0-200	B3E	30617 02/20	/23 02/22	2/ <b>23</b> EPA 533	1
Surrogate: 13C3-PFBS (IDA)		100 %		0-200	B3E	80617 02/20	/23 02/22		
Surrogate: 13C3-PFHxS (IDA)		103 %		0-200		30617 02/20			
Surrogate: 13C4-PFBA (IDA)		103 %		0-200		30617 02/20			
Surrogate: 13C4-PFHpA (IDA)		98 %		0-200		30617 02/20			
Surrogate: 13C5-PFHxA (IDA)		95 %		0-200		30617 02/20			
Surrogate: 13C5-PFPeA (IDA)		126 %		0-200		30617 02/20			
Surrogate: 13C6-PFDA (IDA)		104 %		0-200		30617 02/20			
Surrogate: 13C7-PFUnA (IDA)		101 %		0-200		30617 02/20			
Surrogate: 13C8-PFOA (IDA)		103 %		200		30617 02/20			
Surrogate: 13C8-PFOS (IDA)		102 %		200		30617 02/20			
Surrogate: 13C9-PFNA (IDA)		101 %	50	0-200	B3E	30617 02/20	/23 02/22	2/23 EPA 533	

# AZ0402019 (EPDS002) (23B1541-03) Drinking Water (Grab) Sampled: 02/09/23 11:22 Received: 02/10/23 11:18

Analyte	Result	PQL	Units	Dilution Batch	Prepared	Analyzed	Method	Notes
	Legend T	echnical	Service	s of Arizona, Inc	C.			

Project: PWS PFAS

1110 W. Washington Street Phoenix, AZ 85007

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

# AZ0402019 (EPDS002) (23B1541-03) Drinking Water (Grab) Sampled: 02/09/23 11:22 Received: 02/10/23 11:18

Analyte	Result	PQL	Units	Dilutio	on Batch	Prepare	ed An	alyzed	Method	Notes
	Legend '	Technical	Service	s of A	rizona, Inc	<b>).</b>				
Semi-Volatile Organic Compounds										
11CI-PF3OUdS	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	7:45 02/1	5/23 03:25	EPA 537.1	
PCI-PF3ONS	<1.64	1.64	ng/L	1	B3B0430	02/14/23 03	7:45 02/10	5/23 03:25	EPA 537.1	
HFPO-DA (GenX)	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	7:45 02/10	5/23 03:25	EPA 537.1	
NaDONA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	7:45 02/10	5/23 03:25	EPA 537.1	
N-EtFOSAA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	7:45 02/10	5/23 03:25	EPA 537.1	
N-MeFOSAA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	7:45 02/10	6/23 03:25	EPA 537.1	
PFBS	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	7:45 02/10	5/23 03:25	EPA 537.1	
PFDA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	7:45 02/10	6/23 03:25	EPA 537.1	
PFDoA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	7:45 02/16	3/23 03:25	EPA 537.1	
PFHpA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	':45 02/16	3/23 03:25	EPA 537.1	
PFHxA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	':45 02/16	6/23 03:25	EPA 537.1	
PFHxS	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	':45 02/16	6/23 03:25	EPA 537.1	
PFNA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	':45 02/16	6/23 03:25	EPA 537.1	
PFOA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	:45 02/16	6/23 03:25	EPA 537.1	
PFOS	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	':45 02/16	/23 03:25	EPA 537.1	
PFTeDA (PFTA)	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	':45 02/1 <del>6</del>	/23 03:25	EPA 537.1	
PFTrDA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	':45 02/16	/23 03:25	EPA 537.1	
PFUdA	<1.64	1.64	ng/L	1	B3B0430	02/14/23 07	:45 02/16	/23 03:25	EPA 537.1	
Surrogate: C2-PFDA (SURR)		110 %	•	-130			2/14/23	02/16		•
Surrogate: C2-PFHxA (SURR)		93 %	70	-130			2/14/23	02/16/		
Surrogate: C3-HFPO-DA (SURR)		87 %	70	-130	ВЗВ		2/14/23	02/16		
Surrogate: d5-n-EtFOSAA (SURR)		103 %	70	-130	B3B	0430 0	2/14/23	02/16/		

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

_			***************************************						•••	
		Reporting		Spike	Source		%REC		RPD	
	Analyte Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Analyte	1100011	2417174						
Batch B3B0430 - Default Prep GC-Semi								
Blank (B3B0430-BLK1)		vn		Prepared: 02/14	1/23 Analyzed: 02	2/15/23		
11CI-PF3OUdS	<2.00	2.00	ng/L					
9CI-PF3ONS	<2.00	2.00	ng/L					
HFPO-DA (GenX)	<2.00	2.00	ng/L					
NaDONA	<2.00	2.00	ng/L					
N-EtFOSAA	<2.00	2.00	ng/L				`	
N-MeFOSAA	<2.00	2.00	ng/L					
PFBS	<2.00	2.00	ng/L					
PFDA	<2.00	2.00	ng/L					
PFDoA	<2.00	2.00	ng/L					
PFHpA	<2.00	2.00	ng/L					
PFHxA	<2.00	2.00	ng/L					
PFHxS	<2.00	2.00	ng/L		t			
PFNA	<2.00	2.00	ng/L					
PFOA	<2.00	2.00	ng/L					
PFOS	<2.00	2.00	ng/L			t		
PFTeDA (PFTA)	<2.00	2.00	ng/L					
PFTrDA	<2.00	2.00	ng/L					
PFUdA	<2.00	2.00	ng/L					
LCS (B3B0430-BS1)				Prepared: 02/14	1/23 Analyzed: 02	2/16/23		
11CI-PF3OUdS	37.4	2.00	ng/L	37.8	99	70-130	WWW.T. TOWNSON DESCRIPTION	
9CI-PF3ONS	36.8	2.00	ng/L	37.4	98	70-130		
HFPO-DA (GenX)	37.0	2.00	ng/L	40.0	93	70-130		
NaDONA	39.1	2.00	ng/L	37.8	103	70-130		
N-EtFOSAA	43.3	2.00	ng/L	40.0	108	70-130		
N-MeFOSAA	38.7	2.00	ng/L	40.0	97	70-130		
PFBS	34.9	2.00	ng/L	35.4	99	70-130		
PFDA	41.0	2.00	ng/L	40.0	102	70-130		
PFDoA	41.9	2.00	ng/L	40.0	105	70-130		
PFHpA	40.1	2.00	ng/L	40.0	100	70-130		
PFHxA	39.2	2.00	ng/L	40.0	98	70-130		
PFHxS	36.3	2.00	ng/L	36.4	100	70-130		
PFNA	39.3	2.00	ng/L	40.0	98	70-130		
PFOA	39.2	2.00	ng/L	40.0	98	70-130		
PFOS	34.3	2.00	ng/L	37.0	93	70-130		
PFTeDA (PFTA)	38.5	2.00	ng/L	40.0	96	70-130		
PFTrDA	40.8	2.00	ng/L	40.0	102	70-130		
PFUdA	39.6	2.00	ng/L	40.0	99	70-130		
FIOUN		2.00						

Legend Technical Services of Arizona, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Laboratory Work Order No.:

23B1541

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B3B0430 - Default Prep GC-Semi										
LCS Dup (B3B0430-BSD1)				Prepared:	02/14/23 Ar	nalyzed: 02	/16/23			
11CI-PF3OUdS	36.1	2.00	ng/L	37.8		96	70-130	3	30	
9CI-PF3ONS	35.7	2.00	ng/L	37.4		95	70-130	3	30	
HFPO-DA (GenX)	39.5	2.00	ng/L	40.0		99	70-130	7	30	
NaDONA	40.2	2.00	ng/L	37.8		106	70-130	3	30	
N-EtFOSAA	42.5	2.00	ng/L	40.0		106	70-130	2	30	
N-MeFOSAA	39.7	2.00	ng/L	40.0		99	70-130	3	30	
PFBS	34.3	2.00	ng/L	35.4		97	70-130	2	30	
PFDA	41.9	2.00	ng/L	40.0		105	70-130	2	30	
PFDoA	42.5	2.00	ng/L	40.0		106	70-130	1	30	
PFHpA	40.9	2.00	ng/L	40.0		102	70-130	2	30	
PFHxA	40.0	2.00	ng/L	40.0		100	70-130	2	30	
PFHxS	36.2	2.00	ng/L	36.4		100	70-130	0.08	30	
FNA	40.4	2.00	ng/L	40.0		101	70-130	3	30	
FOA	40.5	2.00	ng/L	40.0		101	70-130	3	30	
FOS	33.9	2.00	ng/L	37.0		92	70-130	1	30	
FTeDA (PFTA)	41.8	2.00	ng/L	40.0		105	70-130	8	30	
FTrDA	39.3	2.00	ng/L	40.0		98	70-130	4	30	
FUdA	38.9	2.00	ng/L	40.0		97	70-130	2	30	
latrix Spike (B3B0430-MS1)	So	urce: 23B1417	•		02/14/23 Ar			-	00	
1CI-PF3OUdS	35.8	2.00	ng/L	38.4	0.14	93	70-130		<u></u>	
CI-PF3ONS	38.2	2.00	ng/L	38.0	<2.00	100	70-130 70-130			
IFPO-DA (GenX)	38.4	2.00	ng/L	40.7	<2.00					
aDONA	40.9	2.00	ng/L	38.4	<2.00	94 107	70-130			
I-EtFOSAA	36.7	2.00	ng/L	30.4 40.7	<2.00	90	70-130 70-130			
-MeFOSAA	38.8	2.00	ng/L	40.7 40.7	<2.00					
FBS	37.6	2.00	ng/L	40.7 35.9	0.81	96 103	70-130			
FDA	45.4	2.00	_		<2.00	102	70-130			
FDoA	39.6	2.00	ng/L	40.7 40.7	<2.00	112	70-130			
FHpA	41.8	2.00	ng/L		<2.00	97	70-130			
FHxA	42.0		ng/L	40.7		103	70-130			
FHxS	42.0 37.5	2.00	ng/L	40.7	<2.00	103	70-130			
FNA	43.1	2.00	ng/L		0.21	101	70-130			
FOA	41.8	2.00	ng/L	40.7	<2.00	106	70-130			
FOS		2.00	ng/L	40.7	<2.00	103	70-130			
	34.7	2.00	ng/L	37.6	<2.00	92	70-130			
FTeDA (PFTA)	37.8	2.00	ng/L		0.28	92	70-130			
FTrDA	36.8	2.00	ng/L		0.19	90	70-130			
FUdA	39.2	2.00	ng/L	40.7	<2.00	96	70-130			

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

		Reporting		Spike	Source		%REC		RPD		l
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes	l

Batch B3B0617 - Default Prep GC-Semi

Blank (B3B0617-BLK1)			Prepared: 02/20/23 Analyzed: 02/22/23
11CI-PF3OUdS	<5.00	5.00	ng/L
4:2FTS	<3.00	3.00	ng/L
6:2FTS	<5.00	5.00	ng/L
8:2FTS	<5.00	5.00	ng/L
9CI-PF3ONS	<2.00	2.00	ng/L
HFPO-DA (GenX)	<5.00	5.00	ng/L
NaDONA	<3.00	3.00	ng/L
NFDHA	<20.0	20.0	ng/ <b>L</b>
PFBA	<5.00	5.00	ng/L
PFBS	<3.00	3.00	ng/L
PFDA	<3.00	3.00	ng/L
PFDoA	<3.00	3.00	ng/L
PFEESA	<3.00	3.00	ng/L
PFHpA	<3.00	3.00	ng/L
PFHpS	<3.00	3.00	ng/L
PFHxA	<3.00	3.00	ng/L
PFHxS	<3.00	3.00	ng/L
PFMBA -	<3.00	3.00	ng/L
PFMPA	<4.00	4.00	ng/L
PFNA	<4.00	4.00	ng/L
PFOA	<4.00	4.00	ng/L
PFOS	<4.00	4.00	ng/L
PFPeA	<3.00	3.00	ng/L
PFPeS	<4.00	4.00	ng/L
PFUnA	<2.00	2.00	ng/L

Laboratory Work Order No.:

1110 W. Washington Street Phoenix, AZ 85007 Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Batch	B3B0617	- Default Pren	GC-Somi

LCS (B3B0617-BS1)				Prepared: 02/20	0/23 Analyzed: 02	/22/23	
11CI-PF3OUdS	17.9	5.00	ng/L	18.9	95	50-150	
4:2FTS	18.9	3.00	ng/L	18.8	101	50-150	
6:2FTS	19.2	5.00	ng/L	19.0	101	50-150	
8:2FTS	19.7	5.00	ng/L	19.2	102	50-150	
9CI-PF3ONS	18.6	2.00	ng/L	18.7	100	50-150	
HFPO-DA (GenX)	19.7	5.00	ng/L	20.0	98	50-150	
NaDONA	17.8	3.00	ng/L	18.9	94	50-150	
NFDHA	17.6	20.0	ng/L	20.0	88	50-150	
PFBA	19.2	5.00	ng/L	20.0	96	50-150	
PFBS	17.0	3.00	ng/L	17.8	96	50-150	
PFDA	20.1	3.00	ng/L	20.0	100	50-150	
PFDoA	18.7	3.00	ng/L	20.0	93	50-150	
PFEESA	16.6	3.00	ng/L	17.8	93	50-150	
PFHpA	18.9	3.00	ng/L	20.0	95	50-150	
PFHpS	20.0	3.00	ng/L	19.1	105	50-150	
PFHxA	18.9	3.00	ng/L	20.0	95	50-150	
PFHxS	16.9	3.00	ng/L	18.2	93	50-150	
PFMBA	20.0	3.00	ng/L	20.0	100	50-150	
PFMPA	19.5	4.00	ng/L	20.0	98	50-150	
PFNA	19.9	4.00	ng/L	20.0	99	50-150	
PFOA	19.5	4.00	ng/L	20.0	97	50-150	
PFOS	17.9	4.00	ng/L	18.6	97	50-150	
PFPeA	19.3	3.00	ng/L	20.0	97	50-150	
PFPeS	17.6	4.00	ng/L	18.8	94	50-150	
PFUnA	20.9	2.00	ng/L	20.0	104	50-150	

Project: PWS PFAS

1110 W. Washington Street

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Phoenix, AZ 85007

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Ratch	R3R0617	- Dofault	Pron	GC-Sami

LCS Dup (B3B0617-BSD1)	Prepared: 02/20/23 Analyzed: 02/22/23									
11CI-PF3OUdS	18.3	5.00	ng/L	18.9	97	50-150	2	200		
4:2FTS	18.5	3.00	ng/L	18.8	99	50-150	2	200		
6:2FTS	19.6	5.00	ng/L	19.0	103	50-150	2	200		
8:2FTS	19.8	5.00	ng/L	19.2	103	50-150	0.7	200		
9CI-PF3ONS	18.1	2.00	ng/L	18.7	97	50-150	3	200		
HFPO-DA (GenX)	19.2	5.00	ng/L	20.0	96	50-150	3	200		
NaDONA	18.7	3.00	ng/L	18.9	99	50-150	5	200		
NFDHA	21.4	20.0	ng/L	20.0	107	50-150	19	200		
PFBA	19.8	5.00	ng/L	20.0	99	50-150	3	200		
PFBS	16.7	3.00	ng/L	17.8	94	50-150	2	200		
PFDA	20.5	3.00	ng/L	20.0	102	50-150	2	200		
PFDoA	19.5	3.00	ng/L	20.0	98	50-150	4	200		
PFEESA	16.8	3.00	ng/L	17.8	94	50-150	1	200		
PFHpA	20.2	3.00	ng/L	20.0	101	50-150	6	200		
PFHpS	19.6	3.00	ng/L	19.1	103	50-150	2	200		
PFHxA	19.9	3.00	ng/L	20.0	100	50-150	5	200		
PFHxS	17.0	3.00	ng/L	18.2	93	50-150	0.5	200		
PFMBA	20.2	3.00	ng/L	20.0	101	50-150	1	200		
PFMPA	19.8	4.00	ng/L	20.0	99	50-150	1	200		
PFNA	19.3	4.00	ng/L	20.0	96	50-150	3	200		
PFOA	20.1	4.00	ng/L	20.0	100	50-150	3	200		
PFOS	18.3	4.00	ng/L	18.6	99	50-150	2	200		
PFPeA	19.8	3.00	ng/L	20.0	99	50-150	2	200		
PFPeS	17.4	4.00	ng/L	18.8	93	50-150	1	200		
PFUnA	19.5	2.00	ng/L	20.0	97	50-150	7	200		

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1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Batch B3B0617 - Default Prep GC-Semi

Matrix Spike (B3B0617-MS1)	Source	23B1469	-09	Prepared	02/20/23	Analyzed: 02/	22/23
11CI-PF3OUdS	34.1	4.73	ng/L	35.8	<4.73	95	50-150
4:2FTS	36.2	2.84	ng/L	35.5	<2.84	102	50-150
6:2FTS	37.4	4.73	ng/L	36.1	1.11	101	50-150
8:2FTS	35.3	4.73	ng/L	36.4	<4.73	97	50-150
9CI-PF3ONS	34.7	1.89	ng/L	35.4	<1.89	98	50-150
HFPO-DA (GenX)	37.9	4.73	ng/L	37.9	<4.73	100	50-150
NaDONA	33.3	2.84	ng/L	35.8	<2.84	93	50-150
NFDHA	43.7	18.9	ng/L	37.9	<18.9	115	50-150
PFBA	36.8	4.73	ng/L	37.9	0.33	96	50-150
PFBS	32.3	2.84	ng/L	33.6	<2.84	96	50-150
PFDA	37.9	2.84	ng/L	37.9	<2.84	100	50-150
PFDoA	36.5	2.84	ng/L	37.9	<2.84	96	50-150
PFEESA	31.4	2.84	ng/L	33.8	<2.84	93	50-150
PFHpA	37.1	2.84	ng/L	37.9	0.45	97	50-150
PFHpS	37.9	2.84	ng/L	36.1	<2.84	105	50-150
PFHxA	36.9	2.84	ng/L	37.9	0.70	95	50-150
PFHxS	32.3	2.84	ng/L	34.5	<2.84	93	50-150
PFMBA	37.3	2.84	ng/L	37.9	<2.84	99	50-150
PFMPA	37.0	3.79	ng/L	37.9	<3.79	98	50-150
PFNA	37.9	3.79	ng/L	37.9	<3.79	100	50-150
PFOA	37.7	3.79	ng/L	37.9	0.40	98	50-150
PFOS	34.3	3.79	ng/L	35.2	<3.79	98	50-150
PFPeA	38.6	2.84	ng/L	37.9	0.98	99	50-150
PFPeS	33.4	3.79	ng/L	35.6	<3.79	94	50-150
PFUnA	38.8	1.89	ng/L	37.9	<1.89	102	50-150

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:01

## **Notes and Definitions**

BLK

Method Blank

LCS/Dup

Laboratory Control Sample/Laboratory Fortified Blank/Duplicate

MS/Dup

Matrix Spike/Duplicate

Dry

Sample results reported on a dry weight basis

RPD

Relative Percent Difference

Legend Technical Services of Arizona, Inc.

Laboratory Work Order No.:

23B1541

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Page 11 of 12

PM: Lisa Teter

# CHAIN OF CUSTODY RECORD

1000

FBE

LEGENES
Technical Services, Inc.

🗀 4585 S. Psio Verde Rd, Ste 423 • Tucson, AZ 85714 • (520) 327-1234 • Fax (520) 327-05 17631 N. 25th Avenue • Phoenix, AZ 85023 • (602) 324-6100 • Fax (602) 324-6101

9

Page 1

記 OF B HOLD HOLD LAB NO dw\_pfas@azdeq.gov **Email Address** E00 [] Special Detection Limits Email Results 🗌 480-650-9711 Phone REQUESTED ANALYSES Purchase Order No. PO0000511179 85007 State Zip AZ To upload data to CMDP, PWS number and Facility ID # (EPDS) must be provided Matthew Okon Contact Name Phoenix × 237 Field Blank Si₹ (zirT) TE × × 233 Field Blank (AA) EES 1110 West Washington St. neport Mailing Address PWS Name AZ0402019 No. of Containers 2 N TOWN OF HUACHUCA CITY 48 11:18 EPDSGGEFRB Facility ID # (EPD S #) 3 6 11 3 1 EPDS098 FRB 11.14 EPDS085-03 ((;)) EPDS005 000 Sample Sample Date Time **IOC OPTIONS** ુકુ જ . ( %) **PWS PFAS Sampling** Client Name #SMd Project ID Comments: AZ0402019 AZ0402019 AZ0402019 AZ0402019 ADEQ Please CLE)

No. of Containers	9	
Temperature	1.5	ပ္
Custody Seals	٨	2
Seals Intact	у(	z
Preserved	(F)	z

SAMPLE CONDITION UPON RECEIPT

	On behalf of the above-named Client, I accept and acknowledge receipt of Legend's General Conditions.	accept and	acknowledge re	sceipt of Legend's General Conditions.	
$\in$	RELINQUI SHED BY			SAMPLES RECEIVED BY	इ.स.च
9	Sampler Signature $(\mathcal{L}_{\mathcal{L}_{\mathcal{U}_{\mathcal{U}_{\mathcal{U}}}}})$	Date 3033.	Dino 2023. Signiture	Control The Control	10/12
@	Sampler Printed Name Coller Porta	31.11 au	Printed Name	4 Ratho meil	1.3
)	Sanper Square	Date	Signature	Onto	
Œ.	Symptor Printed Nav	Tine	Printed Name	Tine Printed Name	
9	Sander Synalore	Oate	Signalure		Page 12 of 12
			**** **		)





27 February 2023

Matthew Olson Arizona Department of Environmental Quality, PHX 1110 W. Washington Street Phoenix, AZ 85007

**RE: PWS PFAS** 

### **AZ0402019 TOWN OF HUACHUCA CITY**

Laboratory Work Order No.:

23B1543

Legend Technical Services of Arizona, Inc. is pleased to provide the enclosed analytical results for the aforementioned project. These results relate only to the items tested. This cover letter and the accompanying pages represent the full report for these analyses and should only be reproduced in full. Samples for this project were received by the laboratory on 02/10/23 11:18.

The samples were processed in accordance with the Chain of Custody document and the results presented relate only to the samples tested. The Chain of Custody is considered part of this report.

All samples will be retained by LEGEND for 30 days from the date of this report and then discarded unless other arrangements are made. Due to hold-time and method sample volume requirements, microbiological samples are not retained unless other arrangements are made.

This entire report was reviewed and approved for release by the undersigned. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

Spa Teter

Lisa Teter

Client Services Representative

(602) 324-6100

This laboratory report is confidential and is intended for the sole use of LEGEND and it's client.

Project: PWS PFAS

1110 W. Washington Street

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Phoenix, AZ 85007

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

### **ANALYTICAL REPORT FOR SAMPLES**

Sample ID	Laboratory ID	Matrix	Туре	Date Sampled	Date Received
AZ0402019 (EPDS004)	23B1543-01	Drinking Water	Grab	02/10/23 11:04	02/10/23 11:18
AZ0402019 (EPDS004)	23B1543-03	Drinking Water	Grab	02/10/23 11:07	02/10/23 11:18

# Sample Condition Upon Receipt:

Temperature:

5.70 C

All samples were received in acceptable condition unless noted otherwise in the case

narrative.

### Case Narrative:

**Holding Times:** 

All holding times were met unless otherwise qualified.

QA/QC Criteria:

All analyses met method requirements unless otherwise qualified.

Certifications: AZ(PHX)0004, AZ(TUC)OOO4, AIHA#102982, CDC ELITE Member.

Accreditation is applicable only to the test methods specified on each scope of accreditation held by LEGEND.

Comments:

There were no problems encountered during the processing of the samples, unless otherwise noted.

All samples were analyzed on a "wet" basis unless designated as "dry weight".

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

## AZ0402019 (EPDS004) (23B1543-01) Drinking Water (Grab) Sampled: 02/10/23 11:04 Received: 02/10/23 11:18

Analyte	Result	PQL	Units	Diluti	ion Batch	Prepared	Analyzed	Method	Notes
	Legend 7	echnical	Service	es of A	rizona, Ind	>.			
Semi-Volatile Organic Compounds									
11CI-PF3OUdS	<4.66	4.66	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
4:2FTS	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
6:2FTS	<4.66	4.66	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
8:2FTS	<4.66	4.66	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
9CI-PF3ONS	<1.87	1.87	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
HFPO-DA (GenX)	<4.66	4.66	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
NaDONA	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
NFDHA	<18.7	18.7	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFBA	<4.66	4.66	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFBS	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFDA	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFDoA	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFEESA	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFHpA	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFHpS	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFHxA	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFHxS	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFMBA	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFMPA	<3.73	3.73	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFNA	<3.73	3.73	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFOA	<3.73	3.73	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFOS	<3.73	3.73	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFPeA	<2.80	2.80	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFPeS	<3.73	3.73	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
PFUnA	<1.87	1.87	ng/L	1	B3B0617	02/20/23 08:30	02/22/23 18:21	EPA 533	
Surrogate: 13C2-4:2FTS (IDA)		100 %	50	-200	B3B	0617 02/20	/23 02/22	V23 EPA 533	
Surrogate: 13C2-6:2FTS (IDA)		104 %	50	-200	B3B	0617 02/20	/23 02/22	/23 EPA 533	
Surrogate: 13C2-8:2FTS (IDA)		106 %	50	200	B3B	0617 02/20	/23 02/22	/23 EPA 533	
Surrogate: 13C2-PFDoA (IDA)		109 %	50	-200	ВЗВ	0617 02/20	/23 02/22	/23 EPA 533	
Surrogate: 13C3-HFPO-DA (IDA)		106 %	50	-200	B3B	0617 02/20	/23 02/22	/23 EPA 533	
Surrogate: 13C3-PFBS (IDA)		109 %	50	-200	B3B	0617 02/20	/23 02/22	/23 EPA 533	
Surrogate: 13C3-PFHxS (IDA)		108 %	50	-200	B3B	0617 02/20	/23 02/22	/23 EPA 533	
Surrogate: 13C4-PFBA (IDA)		107 %		-200	B3B	0617 02/20	/23 02/22	/23 EPA 533	
Surrogate: 13C4-PFHpA (IDA)		106 %		-200		0617 02/20		/23 EPA 533	
Surrogate: 13C5-PFHxA (IDA)		108 %		-200		0617 02/20			
Surrogate: 13C5-PFPeA (IDA)		109 %		-200		0617 02/20/			
Surrogate: 13C6-PFDA (IDA)		109 %		-200		0617 02/20/			
Surrogate: 13C7-PFUnA (IDA)		102 %		-200		0617 02/20/			
Surrogate: 13C8-PFOA (IDA)		111 %		-200		0617 02/20/			
Surrogate: 13C8-PFOS (IDA)		105 %		-200		0617 02/20/			
Surrogate: 13C9-PFNA (IDA)		105 %	50	-200	B3B	0617 02/20/	/23 02/22	/23 EPA 533	

## AZ0402019 (EPDS004) (23B1543-03) Drinking Water (Grab) Sampled: 02/10/23 11:07 Received: 02/10/23 11:18

Analyte	Result	PQL	Units	Dilution Batch	Prepared	Analyzed	Method	Notes	
	Legend T	echnical	Service	s of Arizona, Inc	C.				

Project: PWS PFAS

1110 W. Washington Street

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Phoenix, AZ 85007

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

# AZ0402019 (EPDS004) (23B1543-03) Drinking Water (Grab) Sampled: 02/10/23 11:07 Received: 02/10/23 11:18

Analyte	Result	PQL	Units	Dilutio	on Batch	Prepared	Analyzed	Method	Notes
	Legend	Technical	Service	s of A	rizona, Inc	<b>).</b>			
Semi-Volatile Organic Compounds									
11CI-PF3OUdS	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
9CI-PF3ONS	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
HFPO-DA (GenX)	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
NaDONA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
N-EtFOSAA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
N-MeFOSAA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFBS	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFDA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFDoA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFHpA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFHxA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFHxS	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFNA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFOA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFOS	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFTeDA (PFTA)	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFTrDA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3	4 EPA 537.1	
PFUdA	<1.77	1.77	ng/L	1	B3B0430	02/14/23 07:45	02/16/23 04:3		
Surrogate: C2-PFDA (SURR)		106 %	76	0-130	B3E	30430 02/1	4/23 02/	16/23 EPA 537.	I
Surrogate: C2-PFHxA (SURR)		100 %	76	0-130	B3E	30430 02/1	4/23 02/	16/23 EPA 537.	1
Surrogate: C3-HFPO-DA (SURR)		94 %	70	0-130	B3E	30430 02/1	4/23 02/	16/23 EPA 537.	1
Surrogate: d5-n-EtFOSAA (SURR)		101 %	76	0-130	B3E	30430 02/1	4/23 02/	16/23 EPA 537.	I

1110 W. Washington Street Phoenix, AZ 85007 Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch B3B0430 - Default Prep GC	-Semi									
Blank (B3B0430-BLK1)				Prepared:	02/14/23 Ar	nalyzed: 02	/15/23			
11CI-PF3OUdS	<2.00	2.00	ng/L							
9CI-PF3ONS	<2.00	2.00	ng/L							
HFPO-DA (GenX)	<2.00	2.00	ng/L							
NaDONA	<2.00	2.00	ng/L							
N-EtFOSAA	<2.00	2.00	ng/L							
N-MeFOSAA	<2.00	2.00	ng/L							
PFBS	<2.00	2.00	ng/L							
PFDA	<2.00	2.00	ng/L							
PFDoA	<2.00	2.00	ng/L							
PFHpA	<2.00	2.00	ng/L							
PFHxA	<2.00	2.00	ng/L							
PFHxS	<2.00	2.00	ng/L							
PFNA	<2.00	2.00	ng/L							
PFOA	<2.00	2.00	ng/L							
PFOS	<2.00	2.00	ng/L							
PFTeDA (PFTA)	<2.00	2.00	ng/L			•				
PFTrDA	<2.00	2.00	ng/L							
PFUdA	<2.00	2.00	ng/L				•			
LCS (B3B0430-BS1)			0.000	Prepared:	02/14/23 An	nalyzed: 02	/16/23			
11CI-PF3OUdS	37.4	2.00	ng/L	37.8		99	70-130			
9CI-PF3ONS	36.8	2.00	ng/L	37.4		98	70-130			
HFPO-DA (GenX)	37.0	2.00	ng/L	40.0		93	70-130			
NaDONA	39.1	2.00	ng/L	37.8		103	70-130			
N-EtFOSAA	43.3	2.00	ng/L	40.0		108	70-130			
N-MeFOSAA	38.7	2.00	ng/L	40.0		97	70-130			
PFBS	34.9	2.00	ng/L	35.4		99	70-130			
PFDA	41.0	2.00	ng/L	40.0		102	70-130			
PFDoA	41.9	2.00	ng/L	40.0		105	70-130			
PFHpA	40.1	2.00	ng/L	40.0		100	70-130			
PFHxA	39.2	2.00	ng/L	40.0		98	70-130			
PFHxS	36.3	2.00	ng/L	36.4		100	70-130			
PFNA	39.3	2.00	ng/L	40.0		98	70-130			
PFOA	39.2	2.00	ng/L	40.0		98	70-130			
PFOS	34.3	2.00	ng/L	37.0		93	70-130			
PFTeDA (PFTA)	38.5	2.00	ng/L	40.0		96	70-130			
PFTrDA	40.8	2.00	ng/L	40.0		102	70-130			
PFUdA	39.6	2.00	ng/L	40.0		99	70-130			

Laboratory Work Order No.:

1110 W. Washington Street Phoenix, AZ 85007 Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
			Offics	Level	Result	70REC	LITTIES	RPD	Limit	Notes
Batch B3B0430 - Default Prep GC-Sem	ı <u>i</u>									
LCS Dup (B3B0430-BSD1)			····	Prepared:	02/14/23 Ar	nalyzed: 02	/16/23			
11CI-PF3OUdS	36.1	2.00	ng/L	37.8		96	70-130	3	30	
9CI-PF3ONS	35.7	2.00	ng/L	37.4		95	70-130	3	30	
HFPO-DA (GenX)	39.5	2.00	ng/L	40.0		99	70-130	7	30	
NaDONA	40.2	2.00	ng/L	37.8		106	70-130	3	30	
N-EtFOSAA	42.5	2.00	ng/L	40.0		106	70-130	2	30	
N-MeFOSAA	39.7	2.00	ng/L	40.0		99	70-130	3	30	
PFBS	34.3	2.00	ng/L	35.4		97	70-130	2	30	
PFDA	41.9	2.00	ng/L	40.0		105	70-130	2	30	
PFDoA	42.5	2.00	ng/L	40.0		106	70-130	1	30	
PFHpA	40.9	2.00	ng/L	40.0		102	70-130	2	30	
PFHxA	40.0	2.00	ng/L	40.0		100	70-130	2	30	
PFHxS	36.2	2.00	ng/L	36.4		100	70-130	0.08	30	
PFNA	40.4	2.00	ng/L	40.0		101	70-130	3	30	
PFOA	40.5	2.00	ng/L	40.0		101	70-130	3	30	
PFOS	33.9	2.00	ng/L	37.0		92	70-130	1	30	
PFTeDA (PFTA)	41.8	2.00	ng/L	40.0		105	70-130	8	30	
PFTrDA `	39.3	2.00	ng/L	40.0		98	70-130	4	30	
PFUdA	38.9	2.00	ng/L	40.0		97	70-130	2	30	
Matrix Spike (B3B0430-MS1)	So	urce: 23B1417	7-01	Prepared:	02/14/23 An	nalyzed: 02	/16/23			
11CI-PF3OUdS	35.8	2.00	ng/L	38.4	0.14	93	70-130		***************************************	
9CI-PF3ONS	38.2	2.00	ng/L	38.0	<2.00	100	70-130			
HFPO-DA (GenX)	38.4	2.00	ng/L	40.7	<2.00	94	70-130			
NaDONA	40.9	2.00	ng/L	38.4	<2.00	107	70-130			
N-EtFOSAA	36.7	2.00	ng/L	40.7	<2.00	90	70-130			
N-MeFOSAA	38.8	2.00	ng/L	40.7	<2.00	96	70-130			
PFBS	37.6	2.00	ng/L		0.81	102	70-130			
PFDA	45.4	2.00	ng/L	40.7	<2.00	112	70-130			
PFDoA	39.6	2.00	ng/L	40.7	<2.00	97	70-130			
PFHpA	41.8	2.00	ng/L	40.7	<2.00					
PFHxA	42.0					103	70-130			
PFHxS	37.5	2.00 2.00	ng/L	40.7 37.0	<2.00	103	70-130			
PENA	43.1		ng/L		0.21	101	70-130			
PFOA		2.00	ng/L	40.7	<2.00	106	70-130			
PFOS	41.8	2.00	ng/L	40.7	<2.00	103	70-130			
	34.7	2.00	ng/L	37.6	<2.00	92	70-130			
PFTeDA (PFTA)	37.8	2.00	ng/L		0.28	92	70-130			
PFTrDA	36.8	2.00	ng/L		0.19	90	70-130			
PFUdA	39.2	2.00	ng/L	40.7	<2.00	96	70-130			

Project: PWS PFAS

1110 W. Washington Street

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Phoenix, AZ 85007

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

	Reporting		Spike	Source		%REC		RPD	
Analyte Res	ult Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Ratch	B3B0617	- Default	Pron	GC-Semi
Dattii	DUDUUII	- Delault	LIED	GC-Sellii

Blank (B3B0617-BLK1)			Prepared: 02/20/23 Analyzed: 02/22/23
11CI-PF3OUdS	<5.00	5.00	ng/L
4:2FTS	<3.00	3.00	ng/L
6:2FTS	<5.00	5.00	ng/L
8:2FTS	<5.00	5.00	ng/L
9CI-PF3ONS	<2.00	2.00	ng/L
HFPO-DA (GenX)	<5.00	5.00	ng/L
NaDONA	<3.00	3.00	ng/L
NFDHA	<20.0	20.0	ng/L
PFBA	<5.00	5.00	ng/L
PFBS	<3.00	3.00	ng/L
PFDA	<3.00	3.00	ng/L
PFDoA	<3.00	3.00	ng/L
PFEESA	<3.00	3.00	ng/L
PFHpA	<3.00	3.00	ng/L
PFHpS	<3.00	3.00	ng/L
PFHxA	<3.00	3.00	ng/L
PFHxS	<3.00	3.00	ng/L
PFMBA	<3.00	3.00	ng/L
PFMPA	<4.00	4.00	ng/L
PFNA	<4.00	4.00	ng/L
PFOA	<4.00	4.00	ng/L
PFOS	<4.00	4.00	ng/L
PFPeA	<3.00	3.00	ng/L
PFPeS	<4.00	4.00	ng/L
PFUnA	<2.00	2.00	ng/L

1110 W. Washington Street Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Batch	B3B0617	7 - Default	Pron	GC-Semi

LCS (B3B0617-BS1)				Prepared: 02/20	0/23 Analyzed: 02	2/22/23
11CI-PF3OUdS	17.9	5.00	ng/L	18.9	95	50-150
4:2FTS	18.9	3.00	ng/L	18.8	101	50-150
6:2FTS	19.2	5.00	ng/L	19.0	101	50-150
8:2FTS	19.7	5.00	ng/L	19.2	102	50-150
9CI-PF3ONS	18.6	2.00	ng/L	18.7	100	50-150
HFPO-DA (GenX)	19.7	5.00	ng/L	20.0	98	50-150
NaDONA	17.8	3.00	ng/L	18.9	94	50-150
NFDHA	17.6	20.0	ng/L	20.0	88	50-150
PFBA	19.2	5.00	ng/L	20.0	96	50-150
PFBS	17.0	3.00	ng/L	17.8	96	50-150
PFDA	20.1	3.00	ng/L	20.0	100	50-150
PFDoA	18.7	3.00	ng/L	20.0	93	50-150
PFEESA	16.6	3.00	ng/L	17.8	93	50-150
PFHpA	18.9	3.00	ng/L	20.0	95	50-150
PFHpS	20.0	3.00	ng/L	19.1	105	50-150
PFHxA	18.9	3.00	ng/L	20.0	95	50-150
PFHxS	16.9	3.00	ng/L	18.2	93	50-150
PFMBA	20.0	3.00	ng/L	20.0	100	50-150
PFMPA	19.5	4.00	ng/L	20.0	98	50-150
PFNA	19.9	4.00	ng/L	20.0	99	50-150
PFOA	19.5	4.00	ng/L	20.0	97	50-150
PFOS	17.9	4.00	ng/L	18.6	97	50-150
PFPeA	19.3	3.00	ng/L	20.0	97	50-150
PFPeS	17.6	4.00	ng/L	18.8	94	50-150
PFUnA	20.9	2.00	ng/L	20.0	104	50-150

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

# Semi-Volatile Organic Compounds - Quality Control Legend Technical Services of Arizona, Inc.

	×	Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

LCS Dup (B3B0617-BSD1)			F	Prepared: 02/20/23 An	alyzed: 02	/22/23	·····	
11CI-PF3OUdS	18.3	5.00	ng/L	18.9	97	50-150	2	200
4:2FTS	18.5	3.00	ng/L	18.8	99	50-150	2	200
6:2FTS	19.6	5.00	ng/L	19.0	103	50-150	2	200
8:2FTS	19.8	5.00	ng/L	19.2	103	50-150	0.7	200
9CI-PF3ONS	18.1	2.00	ng/L	18.7	97	50-150	3	200
HFPO-DA (GenX)	19.2	5.00	ng/L	20.0	96	50-150	3	200
NaDONA	18.7	3.00	ng/L	18.9	99	50-150	5	200
NFDHA	21.4	20.0	ng/L	20.0	107	50-150	19	200
PFBA	19.8	5.00	ng/L	20.0	99	50-150	3	200
PFBS	16.7	3.00	ng/L	17.8	94	50-150	2	200
PFDA	20.5	3.00	ng/L	20.0	102	50-150	2	200
PFDoA	19.5	3.00	ng/L	20.0	98	50-150	4	200
PFEESA	16.8	3.00	ng/L	17.8	94	50-150	1	200
PFHpA	20.2	3.00	ng/L	20.0	101	50-150	6	200
PFHpS	19.6	3.00	ng/L	19.1	103	50-150	2	200
PFHxA	19.9	3.00	ng/L	20.0	100	50-150	5	200
PFHxS	17.0	3.00	ng/L	18.2	93	50-150	0.5	200
PFMBA	20.2	3.00	ng/L	20.0	101	50-150	1	200
PFMPA	19.8	4.00	ng/L	20.0	99	50-150	1	200
PFNA	19.3	4.00	ng/L	20.0	96	50-150	3	200
PFOA	20.1	4.00	ng/L	20.0	100	50-150	3	200
PFOS	18.3	4.00	ng/L	18.6	99	50-150	2	200
PFPeA	19.8	3.00	ng/L	20.0	99	50-150	2	200
PFPeS	17.4	4.00	ng/L	18.8	93	50-150	1	200
PFUnA	19.5	2.00	ng/L	20.0	97	50-150	7	200

Laboratory Work Order No.:

1110 W. Washington Street Phoenix, AZ 85007

110 W Washington Street

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

		Reporting		Spike	Source		%REC		RPD	ļ
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes

Batch	B3B0617	- Default Pren	GC-Sami

Matrix Spike (B3B0617-MS1)	Source: 2	23B1469-	09	Prepared.	: 02/20/23	Analyzed: 02	/22/23
11CI-PF3OUdS	34.1	4.73	ng/L	35.8	<4.73	95	50-150
4:2FTS	36.2	2.84	ng/L	35.5	<2.84	102	50-150
6:2FTS	37.4	4.73	ng/L	36.1	1.11	101	50-150
8:2FTS	35.3	4.73	ng/L	36.4	<4.73	97	50-150
9CI-PF3ONS	34.7	1.89	ng/L	35.4	<1.89	98	50-150
HFPO-DA (GenX)	37.9	4.73	ng/L	37.9	<4.73	100	50-150
NaDONA	33.3	2.84	ng/L	35.8	<2.84	93	50-150
NFDHA	43.7	18.9	ng/L	37.9	<18.9	115	50-150
PFBA	36.8	4.73	ng/L	37.9	0.33	96	50-150
PFBS	32.3	2.84	ng/L	33.6	<2.84	96	50-150
PFDA	37.9	2.84	ng/L	37.9	<2.84	100	50-150
PFDoA	36.5	2.84	ng/L	37.9	<2.84	96	50-150
PFEESA	31.4	2.84	ng/L	33.8	<2.84	93	50-150
PFHpA	37.1	2.84	ng/L	37.9	0.45	97	50-150
PFHpS 3	37.9	2.84	ng/L	36.1	<2.84	105	50-150
PFHxA	36.9	2.84	ng/L	37.9	0.70	95	50-150
PFHxS 3	32.3	2.84	ng/L	34.5	<2.84	93	50-150
PFMBA	37.3	2.84	ng/L	37.9	<2.84	99	50-150
PFMPA	37.0	3.79	ng/L	37.9	<3.79	98	50-150
PFNA	37.9	3.79	ng/L	37.9	<3.79	100	50-150
PFOA	37.7	3.79	ng/L	37.9	0.40	98	50-150
PFOS	34.3	3.79	ng/L	35.2	<3.79	98	50-150
PFPeA	38.6	2.84	ng/L	37.9	0.98	99	50-150
PFPeS	33.4	3.79	ng/L	35.6	<3.79	94	50-150
PFUnA 3	38.8	1.89	ng/L	37.9	<1.89	102	50-150

1110 W. Washington Street

Phoenix, AZ 85007

Project: PWS PFAS

Project Number: AZ0402019 TOWN OF HUACHUCA CITY

Client Manager: Matthew Olson

Reported: 02/27/23 16:02

### **Notes and Definitions**

BLK

Method Blank

LCS/Dup

Laboratory Control Sample/Laboratory Fortified Blank/Duplicate

MS/Dup

Matrix Spike/Duplicate

Dry

Sample results reported on a dry weight basis

RPD

Relative Percent Difference

23B1543

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Page 11 of 12

23B1543 PM: Lisa Teter 2 2 2

Please Pl

# CHAIN OF CUSTODY RECORD

LEGENES
Technical Services, Inc.

1 of 1

Page\_\_

4885 S. Pak Verde Rd, Ste 423 · Tucson, AZ 85714 · (520) 327-1234 · Fax (520) 327-05 17831 N. 25th Avenue • Phoenix, AZ 85023 • (802) 324-8100 • Fax (802) 324-8101

の作の ÜFB HOLD HOLD LAB NO. dw\_pfas@az deq gov  $\mathcal{Z}$ **Email Address** EDO | Special Detection Limits Email Resuls 480-650-9711 Phone REQUESTED ANALYSES Purchase Order No. PO0000511179 85007 State Zip ΑZ To upload data to CMDP, PWS number and Facility ID # (EPDS) must be provided Matthew Okon Contact Name Phoenix 537 Field Blank (zinT) TE8 533 Field Blank × (AA) EEG × 1110 West Washington St. Report Mailing Address PWS Name AZ0402019 N N No. of Containers TOWN OF HUACHUCA CITY dS (1.03 | EPDS004 FRB Facility ID # (EPD S#) 11. CO EPDS004 FRB EPDS004 2003 07 11:07 EPDS004 17:07 Sample Sample Time IOC OPTIONS 20300 Date 10 Seve **PWS PFAS Sampling** Client Name #SMJ Project ID Comments: AZ0402019 AZ0402019 AZ0402019 AZ0402019 ADEQ

SAMPLE CONDITION UPON RECEIPT	PON REC	EIPT	
No. of Containers	9		•
Temperature	50	ပူ	€
Custody Seals	>-	( <u>N</u>	6
Seals Intact	۲(	)z	9
Preserved	()	z	(

	On behalf of the above-named Client, Laccept and acknowledge receipt of Legend's General Conditions.	laccept and	l acknowledge receipt of Legend's	Seneral Conditio	ins.
9	RELINQUI SHED BY		SAMPLES RECEIVED BY	CEIVED BY	
)	Sampler Signature ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	23	Signalure		Date 7 (1) 13
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	Sampler Sgretare	Dirte	Synthe		Da Page 12 of 12

# Town of Huachuca City

# **PROCLAMATION NO. 2023-18**

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF NOVEMBER, 2023, AS "NATIVE AMERICAN HERITAGE MONTH."

WHEREAS, for more than a century, Arizona has celebrated a diverse culture, and today, Arizona is home to 22 various Tribal Nations and communities; and

WHEREAS, the land of these Tribal Nations comprises approximately 28 percent of Arizona's land base; and

WHEREAS, our citizens of Native American heritage contribute to and enrich our way of life, while preserving the unique customs and traditions of their ancestors; and

WHEREAS, the diverse Native American cultures shape the Southern Arizona experience and influence our art, literature, music, food, and faith, thereby enriching our region; and

WHEREAS, Native Americans, like famous World War II Marine Corps flying ace Pappy Boyington, have earned our Nation's highest military decorations, and have served and perished in our Nation's armed forces through every war effort.

**NOW, THEREFORE,** I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code hereby proclaim November, 2023, as Native American Heritage Month in the Town of Huachuca City. I call upon the citizens of the Town to celebrate the seminal contributions of Native Americans to our region and honor their culture and spirit.

**PROCLAIMED** by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 26th day of October, 2023.

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

# Town of Huachuca City

# **PROCLAMATION NO. 2023-19**

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF NOVEMBER, 2023, AS "MILITARY FAMILY APPRECIATION MONTH."

WHEREAS, Military Family Appreciation Month was established in 1993 by the Armed Services YMCA, with the U.S. Government recognizing the occasion every year since; and

WHEREAS, November is a time, by tradition, for family celebrations. It is also a month that we set aside time to honor veterans and the military family - a time to recognize their sacrifices and celebrate their successes; and

WHEREAS, families provide our servicemembers with invaluable encouragement and love, and manage the home front while their loved ones are deployed; and

WHEREAS, during Military Family Month, we thank military families for the tremendous contribution they make in support of our service members, the military mission, and the nation; and

WHEREAS, as we approach the winter holiday season when families across the country come together, we pay special tribute to our deployed forces and their families, who are separated this holiday season.

**NOW, THEREFORE,** I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code hereby proclaim November, 2023, as Military Family Appreciation Month in the Town of Huachuca City.

I call upon the citizens of the Town to acknowledge the exceptional sacrifice, resiliency and courage of military families who put their lives on hold so our military can protect our homeland.

**PROCLAIMED** by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 26th day of October, 2023.

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