



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
Wednesday, February 28, 2024, at 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor

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

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

B. Call to the Public – Mayor

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

C. Consent Agenda - Mayor

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

- C.1 Consider approval of the Minutes of the Regular Council meeting held on February 8, 2024.
- C.2 Consider approval of the Payment Approval Report.

D. Unfinished Business before the Council – Mayor

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

E. New Business Before Council - Mayor

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

E.1 Discussion and/or Action [Spencer Forsberg]: Mr. Forsberg will present the Town’s finances for the month of December.

E.2 Discussion and/or Action [Suzanne Harvey]: Presentation from Wells Fargo regarding investment options for Town funds.

E.3 Discussion and/or Action [Suzanne Harvey]: Initial presentation of potential American Rescue Plan Act “ARPA” projects the Town could undertake with its share of ARPA funds.

E.4 Discussion and/or Action [Suzanne Harvey]: Hiring process for the Chief of Police vacancy.

E.5 Discussion and/or Action [Suzanne Harvey]: End of calendar year 2023 - highlights of Town activities.

E.6 Discussion and/or Action [Stephanie Fulton]: Approval to apply for the Community Challenge Grant from AARP [formerly, “American Association of Retired Persons”] in the amount of \$50,000.00 – potential grant projects may be discussed.

E.7 Discussion and/or Action [Attorney Benavidez]: Opioid Bankruptcy Settlement – the Town, along with countless other municipalities in the country, is an unsecured local government claimant in the bankruptcy of pharmaceutical company, Endo International and its affiliates. The Town is asked to vote on whether to approve a proposed bankruptcy settlement that would provide funding [approximately \$600 million] to public entity claimants arising out of the opioid crisis to be used for abatement efforts. If approved, the settlement money would trickle down to local governments through their respective state distribution plans.

E.8 Discussion and/or Action [Suzanne Harvey]: Approval of a service agreement with Johnson Environmental Technologies for landfill gas monitoring.

E.9 Discussion and/or Action [Mayor Wallace]: Proclamation 2024-02 – Declaring March 2nd, 2024, as “Read Across America Day” in the Town of Huachuca City.

E.10 Discussion and/or Action [Mayor Wallace]: Proclamation 2024-03 – Declaring the month of March, 2024, as “Women’s History Month” in the Town of Huachuca City.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on February __, 2024, at the following locations:

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

Ms. Brandye Thorpe
Town Clerk

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

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



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
February 8th, 2024 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, Jeffrey Ferro, Danielle Cardella, Jean Smelt, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (not voting), Town Attorney Thomas Benavidez (Not voting).

Absent: Debra Trate.

a. Invocation

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D. Consent Agenda - Mayor

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C.1 Consider approval of the Minutes of the Regular Council meeting held on January 25, 2024 and the Work Session held on January 24, 2024. 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.

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

E. Unfinished Business before the Council – Mayor

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E.1 Discussion and/or Action [Suzanne Harvey]: Approval to issue a Request for Proposals for prosecution services for the Town's Municipal Court.

Motion: Approval to issue a Request for Proposals for prosecution services for the Town's Municipal Court, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Town Manager Harvey explains to the Council that the Town had signed a contract that expires on the 29th of February with the prosecutor. They would like to go out for RFP again to see if we can get a deal. The current contract was the lowest bid, but our costs have increased. She tells them that sometimes it has to do with things like hours put in or technology. Some of the technology we use, she believes, has been a challenge. The contract allows us to go forward month-to-month, which we will do while we put the RFP out and the current prosecutor will be invited to bid again. She believes this is a wise thing for the Town to do and would prepare and bring everything back to Council.

Council had no questions.

Mayor Wallace asked what type of timeline would they be looking at? Just until we get a certain number of bids. A specific number of bids?

Manager Havery replies that she would like to leave it open longer than they did last time, because they didn't get very many number of bids. They also need the time to be able to publicize it more. She is thinking sixty (60) days.

Motion: Approve the issuance of an RFP for 90 days, for prosecution services for the Town's Municipal Court, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg. Motion passed unanimously.

E.2 Discussion and/or Action [Suzanne Harvey]: Approval to purchase a front-end loader (tractor) in an amount not to exceed \$40,000.00.

Motion: Approval to purchase a front-end loader (tractor) in an amount not to exceed \$40,000.00, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Wallace tells the Council that they have already budgeted \$30,000 and are looking at pulling the other \$10,000 out of the Contingency Fund.

Manager Harvey confirms this.

Mayor Wallace comments that this is tied to the fact that every time we find one, we can't get it on the agenda quick enough to buy it. So, this is basically looking for preapproval.

Manager Havery confirms this also.

Mayor Wallace tells the Council that he has no issues with this and asks if they have any questions.

Council had no questions.

Motion: approve the purchase of a front-end loader (tractor) in an amount not to exceed \$40,000, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg. Motion passed unanimously.

E.3 Discussion and/or Action [Suzanne Harvey]: Council direction to staff regarding which portions of the Town Code should be reviewed for potential amendment.

Motion: Council direction to staff regarding which portions of the Town Code should be reviewed for potential amendment, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Wallace begins by asking the Council if they have any recommendations.

Councilmember Ferro replies the pet code.

Mayor Wallace asks what title that is?

Councilmember Ferro replies that he believes it covers/goes across three of them. Which is what he thinks is part of the problem.

Manager Harvey comments to the Council that she has identified some that have been identified to her from different Council members, but obviously was open to more. The Procurement, that goes back to the purchasing because our numbers are too low, and we don't want to have to go and do an RFP just for something for \$7,000. Animals, it does cover different codes. It would be in Title 18 and Title 6. We would want to do both of those. And then Neighborhood Preservation, that's the one that talks about how people keep their own residential properties. She tells the Council that they're going to be working on all of them, but they want to get them prioritized because she recognizes that their time is limited too. This is what she has come up with, with staff input, but if the Council has other ideas, she asks that they say so. She tells them that Chapter 17 needs a lot of work so it will take a while. This one is under review though it isn't one on the list she supplied to Council, but they will be getting it soon. She asks for feedback if there are others that they believe are more critical than the ones she has supplied so they can prioritize them.

Mayor Wallace comments that he wants to add in some other ones but where this is something she has already been talking to staff about, he doesn't want to derail any existing conversations. There's still time.

Manager Harvey replies yes. She also reminds them that they have already done Title 5 (Business Licenses), Title 15 (the Building Code), and part of Title 18 (Zoning). So, there has been progress on some of those.

Mayor Wallace asks that based off of everything the State Legislature has passed and has been written into law for the State of Arizona, are we keeping an eye on that and seeing if it impacts our Town Code or if we need to change anything.

Manager Harvey answers yes sir we are. She tells him that 18 is the one that she's really looking at because of some stuff up there right now.

Mayor Wallace asks the Council how they want to prioritize what has been presented. He asks Manager Harvey if she feels these are things that can be worked on in tandem based off the level of modifications concerned.

Manager Harvey answers she believes they can be worked on in tandem. There are different people that will be working in different areas.

Mayor Wallace encourages the Council to read each one of the suggested Titles and if they have any questions about them to bring them to Manager Harvey so she can get all of our comments and incorporate them. Hopefully doing so can cut down on the necessity of back-and-forth hearing. If we need to have a work session, we will have one. Let's do whatever we can to start getting some thoughts to Manager Harvey on these Chapters so we can shape up those work session process.

Councilmember Ferro commented let's not wait. He tells the Council that Chapter 18 sounds like it's going to be burly so let's hold off on that for now. Chapter 3, Chapter 6, and Chapter 16 let's take those three now and start working on them now. If we collectively need more time, then we can take it. Every has a different schedule.

Mayor Wallace comments that there is a relationship between Chapter 16 and Chapter 18. He thinks we can do all of them like Manager Harvey said, since there will be multiply people

working on them and we don't have to worry about it being only one person, one entity sorting it out. He asks Manager Harvey to clarify if she wants them to pick what they want work on right now.

Manager Harvey tells the Council that some of these will be finished before others and that she would like them to allow work sessions as they finish. These four are going to be the focus for now.

Mayor Wallace answers that this is fine. He asked that if one is getting close to finished but she hasn't heard from the Council that she reaches out and gives them what they have come up with.

Manager Harvey agrees to.

Motion: Work on Titles Three (3), Six (6), Sixteen (16), Eighteen (18), **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Jeffrey Ferro.

Motion passed unanimously.

E.4 Discussion and/or Action [Suzanne Harvey]: Approval of a plan to improve the safety of the Town Hall parking lot and School Drive.

Motion: Approval of a plan to improve the safety of the Town Hall parking lot and School Drive, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Jeffrey Ferro.

Sergeant Barry greets the Council and introduces a proposal. The proposal is for a roadway project for School Drive that is between Gonzales Blvd and Gila. It's to add round edges to Town Hall. The purpose of the proposal is to improve public safety and by doing this we will identify the appropriate roadways. It will assist with the safe travel of traffic both ways. He has spoken about this project with Manager Harvey, Public Works Director Jim Halterman, and Building Official Doctor Jim Johnson. We believe that this project should qualify under the HURF funds. He's purposing that they add a curb at the edge of the parking lot, between the parking lot and School Drive, that will separate the roadway from the parking lot and create boundaries for Gonzales back to the library. The bonus to this is we'll move the stop signs and stop bars so it will make an access point to School Drive in two locations instead of people crossing through the parking lot and just going wherever they want. Once the curb is there that will open the space in the parking lot that the Town can add more parking spaces for Town Hall. This would create a prospective of twelve (12) new parking spaces. In addition to that because we have an ADA sidewalk that is on the corner, his recommendation is to change the two parking spots that are the closest, to be additional handicapped parking spots and add in the protected area for those vehicles.

Councilmember Ferro asked if he is looking to add two new ADA parking spots or just move the existing ones.

Sergeant Barry answers that there are the existing two already at our ADA compliance sidewalk access, but there is also an ADA compliance sidewalk available here. So, if we were adding additional parking spaces this would be the most beneficial place to add additional handicapped parking.

Manager Harvey adds that if they have people that wanted to come to this meeting for instance, they don't have the front door open so if there was someone who needed handicapped access tonight, they would have to come all the way around. She sees the benefit to that just to access to our Town Council meetings because we don't open the front door for those.

Mayor Pro Tem Hirshberg asked if the court people also use the back door? Do we need two parking spots or would one work suffice.

Manager Harvey answered that the Court does use the back door also and that she unsure how to answer the other question.

Mayor Pro Tem Hirshberg comments that she doesn't see anybody parking in the handicapped much.

Councilmember Smelt commented that she does.

Sergeant Barry comments to the Council that from his perspective and he's looking long term if you're adding extra space since the Town is growing and things are happening why limit yourself now when you have the ability to do it.

Mayor Wallace asked about the number of existing parking spots on the west side of the building.

Manager Harvey answered a lot though she didn't know the actual number. She let the Council know that our buses take up three (3) of those spaces.

Sergeant Barry answered that there are twenty-one (21).

Mayor Wallace asked for clarification on if that's twenty-one (21) in total, or just twenty-one (21) over in that area.

Sergeant Barry explained that there are twenty-one (21) total in that area. It would be twenty-two (22), but a crosswalk takes up one space and the buses also take up some of the spaces.

Mayor Wallace comments about how the number of spaces we have will dictate how many ADA spaces we need to have, and he wants to make sure they're thinking about that.

Sergeant Barry commented that he doesn't believe that there's a mandate for these to be ADA, he's just recommending that we make them ADA.

Mayor Wallace said that he has no issue with it, his only concern is that we would end up with two (2) handicap spots, some normal spots, then two (2) more handicap.

Manager Harvey comments about maybe just doing the one (1) at the back door and not having three (3) up front.

Mayor Wallace commented maybe one (1) to the back door and then the two (2) that we already have. It's just a visual thing. But for vans you need that space. He doesn't have any qualms with it.

Councilmember Cardella comments that the refreshing of the lines around the building would be good.

Sergeant Barry comments that the curb and the stop signs would fall under the HURF, but the rest would be an additional project or another Town cost because he doesn't believe the parking lot would be covered under the HURF.

Mayor Wallace comments that no and that our Public Works guys can paint a line. He says that his only statement would be that if this goes, the parking area that's going to be created; he wants to make sure that the surface is good. So, if we need to look at additional HURF moneys to make sure that that surface area is good.

Councilmember Ferro made a small note on the east side for the purposed stop sign location. He asked if they would want to put that on the other side of that enter way so that it's not like partially blocking the enter way. Commenting that it will be hit by a vehicle.

Mayor Wallace commented that stop signs are supposed to be on the right side.

Sergeant Barry explained the placement in the example is just there so they can see it. The actual stop sign would probably be closer to the curb or on the edge of the curb. He just wanted to make sure everyone could visualize the general area that it would be in, and the example isn't completely too scale. They also had to black out where the existing sign is as it doesn't serve any purpose here, several car lengths before the intersection.

Mayor Wallace states again that he doesn't have any qualms with it. He knows that where the stop sign is over by Huachuca it's a very awkward location because of that massive bump out. He doesn't know if there's anything that we can do to make that less.

Sergeant Barry comments that with this project, when they come down, it will cause people to come to that and we'll put that right out on the road. So, a stop sign will be right out on the road and if we needed to in the painting process, we could put a line between in and out. That way people would be forced to follow the arrows and come down all the way to the stop sign, same on both sides.

Councilmember Butterworth jokingly commented that you hope they'll follow the arrows.

Sergeant Barry replied that if they don't the next part is that they can actually give them a little reminder as to why they should.

Councilmember Ferro tells the Council that walking to these Council Meetings, especially when it's dark, there have been times that people whip it around in that parking area. He's had to be concerned for his safety before, so he likes this.

Mayor Wallace comments that this actually brings up good questions that we'll need to look into.

Sergeant Barry replies that his recommendation for the Council is to go ahead and approve the proposal to allow the appropriate involved parties to obtain estimates of cost, bids for the work, and secure funding for the project and then we would return to Council for the final approval.

Councilmember Smelt asked if there was any idea of how much the curb would cost.

Doctor Jim Johnson answered that they are looking at a couple of things. One is not just putting a curb because that's guaranteed that people will drive over it. They're looking at putting bollards all the way across there as well. We may have to look at and do the lighting calculation. We can put adequate lighting; solar lighting is what he is looking at instead of hardwire lighting. He and Officer Barry have talked about that they may want to fog the entire parking lot and then restripe. We would need to analyze that asphalt section first to see if it needs new mill and fill on it and that's something we would gather all the prices of and then present that back to Council.

Mayor Pro Tem Hirshberg asked if he had a "ballpark" maybe something like \$50,000, \$100,000, \$200,000?

Doctor Johnson answered that he doesn't like to give prices until he has talked with each of the vendors so that he can get more exact in there. He doesn't think it's going to be a very expensive project. It's probably something that they're going to be able to do for less than \$30,000. That's his hope.

Manager Harvey tells the Council that they do have \$80,000 in HURF for Capital Upgrades, which this redesign of the road would qualify. So, we do have sufficient funding. The part on the parking lot, not all of that would be eligible but our Public Works can do a lot of it.

Mayor Pro Tem Hirshberg asked if we've had accidents in this area and is that what is driving this?

Sergeant Barry answers that we have the stop sign out there, but it's hard to enforce that stop sign when people can just drive through 100 acres of parking lot and just come out wherever they feel like.

Mayor Pro Tem Hirshberg asks if this could be done with some kind of barrier or something like that to get them used to not doing that.

Sergeant Barry answers that it would be a permanent barrier, if you put out a temporary barrier and then the wind comes in and knocks it out, damaging a car or something that's not there for a long period of time. The stop sign is there, and people don't follow the stop signs. Just to put out a barrier for a temporary time isn't going to cause anyone to avoid that area.

Mayor Pro Tem Hirshberg asked if it would hinder the Police from going out? They would have to stop, it's an additional, and if there's no traffic coming. The school traffic is out there. People know the times that the school traffic is there in the mornings, afternoons, and during the day when the kids are there. When the kids are off all summer nobody is driving down there much. Not to say they don't drive there period, but they don't go there as much. She doesn't see the issue.

Sergeant Barry tells her that he appreciates that she wants the cops to be able to get out quickly, but the reality is that they have an obligation to safety just like everyone else and should be stopping at a stop sign and stopping at the roadways. So, there is no added time to our response by having to stop at a stop sign.

Manager Harvey comments that what this is based on is observation and as Councilmember Ferro said: he's seen it walking. The problem is people won't follow the roads, they're just flying through the parking lot and so we haven't had an accident yet; that's true but that's unsafe. She tells the Council that even she isn't always sure of exactly where you're supposed to stop because it isn't marked right. When that happens you can have people who are both trying to stop but one is here and one is there and it's just an accident waiting to happen. She thinks it's been a problem ever since they redesigned the front parking lot, and the stop sign was put where it is, and nobody is stopping. Nobody is stopping there; they're just going straight through to that parking lot. Then we're having big trucks come and park in the parking lot or trying to get turned around. They'll come from the highway and use this area to turn around.

Doctor Johnson tells the Council that he can attest to this, and he has almost been run over four or five times just trying to walk across the parking lot. People come flying down through here and he's had to jump back at least four or five times.

Councilmember Smelt asked if it was going to be big enough for the fire trucks to be able to get in there and if we still had the clickers?

Sergeant Barry answered that the width at the end of the road will be the same width as they have coming through the parking lot because the lines in that will line up with the red curb. So, it will line up directly with the red curb and the curb on this end will be in line with all the parking spaces that are already there. So, it's not shortening the distance, it's just creating that big gap that's between the two areas that people should be using.

Mayor Wallace comments that the last thing he has to add is that he knows trucks come and park and drop stuff off. He thinks that we need to start, and this isn't something that he thinks we have to wait on to start, but to identify a spot as a loading and unloading zone. That way we can start getting these delivery trucks and people trained where to go/park. That's just something that he thinks they don't have to wait on.

Sergeant Barry comments that he had spoken to Doctor Johnson and Public Works Director Jim Halterman about this and if this is approved, what they can do temporarily is bring out some barricades and start with some painting on the roadway. Which would start to get everybody thinking that this is where they need to go as we get the project going forward. Then they would already be used to it for when they come in and put in that curb and barriers, people will have already gotten used to it. There are some temporary barricades.

Doctor Johnson explained to the Council that they could use jersey barriers, briefly what those are, and that these could be used to make the public aware that something is changing here. Mayor Pro Tem Hirshberg comments that she thinks this is a great idea and that they should put the lines out there now. She doesn't understand why we should wait until we get a curb for that. She just doesn't think a curb is going to stop anybody. If they're going through, they're going through but we can put the stop line out there now. There's just so much of our roads that needs to be fixed and to spend \$30,000 on that even when we have roads deteriorating. If it was a problem, she'd be the first one there, but she doesn't see a problem here. That's how she sees it. Just do the lines, do everything, put the jersey barriers out there, do the stuff that's not going to cost anything. If we can do it for nothing, why are we going to spend \$30,000?

Councilmember Cardella commented because that looks ugly. Because we've been working so hard to make this town look better and she thinks that it's a quick solution, but it'll look like crap. So, she thinks it's probably worth the investment especially where this is where all the people are coming, and all of our events are held. She's for it.

Councilmember Ferro commented that jersey barriers do have a cost.

Councilmember Smelt replies that she was just about to ask how much more is a jersey barrier going to cost.

Mayor Wallace comments that it sounds like there are some things they can do to move forward. To start basically retraining people but it still behooves us to get an actual idea of how much the cost is going to be to actually do the project.

Doctor Johnson informs the Council that they can run it both ways. They can run the cost for jersey barriers, striping, and sign removal. Stuff like that. Versus the hardened curb and bollards.

Mayor Wallace comments that he doesn't think there's anything preventing them from moving that stop sign now, so we can move that stop sign. That's an immediate thing that we can change. Given the proposal he does want to see the cost. He likes this idea because admittedly he is guilty of just driving around through the parking lot instead of going into the street like he should. So, he thinks there is value to try and do that and reshape it. Maybe even if that results in us changing the way the parking is done over there, because he isn't a fan of parking over there and the problems it could cause. Town Hall parking should be in the front of Town Hall here and that should be very limited parking because of public safety access for police and fire. He would like to see what the cost is.

Motion: go forward and see what the cost for the project as outlined as well as separate costs for jersey barriers and everything else like that, then bring it back to council and we'll take another look at it, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

E.5 Discussion and/or Action [Suzanne Harvey]: Selection of a date/dates for Council training on various legal topics.

Motion: Selection of a date/dates for Council training on various legal topics, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Mayor Wallace introduces the subject by reminding the Council that they had talked about this a little last year, about having some training done for Council. Ethics training, what's good, what's not good, what we can do, what we shouldn't be doing. Those types of things and then to just really reiterate to legal dos and don'ts of being an elected member of a municipality.

Manager Harvey tells the Council the some of the subjects that were identified. Conflict of interest, ethics, prevention of sexual harassment, Title six (6) and (7) of the Civil Rights Act. And then Public Records is something that has come up recently and there have been some changes to the law, and we want to make sure that the Council also understands the laws that pertain to Public Records because we're held accountable. And you as elected representatives may get those requests and we need to make sure that there is a timeline involved and you need to get them to the right person. We have to meet the statutory requirement. These are things that I've talked to Mr. Benavidez about and he's prepared to do some training on. If there was something else, they would have to let her know. She tells them that this is already a pretty hefty amount, but the hope is we can do it all in one (1) work session. She shows them the dates that Mr. Benavidez is available, they're our alternate Thursdays. This is because of what we discussed last year about when we have to do extra things, we would try to do it on alternate Thursdays because they aren't Council Meetings. The time would be 6pm. She asks that if they don't feel comfortable making a decision tonight, that they give her feedback so she can get it scheduled for one of these days.

Councilmember Ferro asks about the estimated length of training time.

Manager Harvey asks Mr. Benavidez if he has an estimated length of training time. She thinks it will be a couple hours.

Mr. Benavidez replies that it should be about two (2) hours for all of it.

Mayor Wallace asks that they would be looking at about 30 minutes for each session but no more than an hour.

Several people answer Two (2) hours.

Mayor Wallace comments just one (1) session! He's down for that.

The Councilmembers answer that any day given would work for them.

Councilmember Smelt comments the sooner the better, let's get it done.

Manager Harvey asks if they could do March 21st?

The Council agrees to March 21st.

Councilmember Ferro asks to clarify that this is going to be an annual requirement for each year around the same time.

Mayor Wallace and Manager Harvey answer yes.

Mayor Wallace explains this is going to be like an annual refresher. That this is very vital and important for every single member of council because they are just as susceptible to everything, and he wants to make sure that everyone sitting on council are never questioned about their decisions or the way they go when they're doing what they do. It is very important to him. They need to make sure that what they're doing, they're doing above bar, and they have no other ethical concerns. No conflicts of interests occurring and that we're all good to go. Definitely be

there and if for some reason someone can't be there, they're still going to get the training. They'll get one on one training. It's mandatory.

Manager Harvey tells the Council that she plans to have department heads attend the training as well. As all of that is pertinent to them.

Mayor Wallace makes the comment that if you can't attend in person the Town does have the technology where they can attend remotely. There is no legitimate reason someone can't make this meeting.

Councilmember Smelt asks for clarification that they're planning for March 21st?

Mayor Wallace replied March 21st it is.

F. Reports of Current Events by Council

Councilmember Smelt is meeting the Governor next week. She's excited about it.

Councilmember Butterworth the emergency food program is next Friday. She encourages volunteers to show up with closed-toed shoes and a willingness to work. She hopes they'll find out at the next SVMPO meeting where they stand on the road projects. She knows a lot of stuff is sitting and still up for discussion up in Phoenix.

Councilmember Cardella will also be attending the Governor's State of the State Southeastern Address at Buena Highschool. She's looking forward to that.

Mayor Wallace says it's been an interesting week with many things popping up in a short amount of time, sadly he wasn't able to make it. Fortunately, Manager Harvey was able to attend the Round Table with Bishop Kennedy. He is the independent candidate for president. He came down to meet with law enforcement, mayors, and town managers just to kind of see firsthand what it's like down here. It was a really big educational moment for him. There were a lot of things that he didn't really know or that he'd never really seen. So that was good. It's just a really busy time and he's sure we've seen it. The high-speed chases and there have been a couple stops that our officers have been involved in where they're driving stolen vehicles, there are undocumented aliens, so it's still not safe out there. You have to keep your eyes open while crossing the street or even when driving your car. Lastly, he believes in March we will start seeing some activity on the highway. So, if you know you'll be driving on the highway from Whetstone through the bi-pass you'll be seeing them do a lot of work and a lot of clearing on the roads. They've already been doing some prep work on the sides of the road. So, we should start seeing signs, jersey barriers, and everything else coming out getting ready for them to do the road work. Keep your eyes open for that and pretty soon we're going to have our own project going, hopefully.

G. Adjournment

Motion: To Adjourn, **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

Approved by Mayor Johann R. Wallace on February 22nd, 2024.

Mr. Johann R. Wallace

Mayor

Attest: _____

Ms. Brandye Thorpe,
Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on February 8th, 2024. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Alma G Moreno							
10736	Alma G Moreno	020924	Water Refund	02/13/2024	25.00	25.00	51-21350
10736	Alma G Moreno	020924	Sewer Refund	02/13/2024	15.00	15.00	52-21350
Total Alma G Moreno:					40.00	40.00	
AlphaGraphics							
3086	AlphaGraphics	97583	Return Check Fee	12/27/2023	25.00	25.00	10-43-122
3086	AlphaGraphics	97768	Return Check Fee	01/17/2024	25.00	25.00	10-43-122
Total AlphaGraphics:					50.00	50.00	
AZ Department of Corrections							
1315	AZ Department of Corrections	D17225820240	Inmate Labor- AD	01/24/2024	25.20	25.20	10-43-366
1315	AZ Department of Corrections	D17225820240	Inmate Mileage- AD	01/24/2024	75.14	75.14	10-43-366
1315	AZ Department of Corrections	D17225820240	Inmate Labor- PD	01/24/2024	2.80	2.80	10-51-366
1315	AZ Department of Corrections	D17225820240	Inmate Mileage- PD	01/24/2024	8.34	8.34	10-51-366
1315	AZ Department of Corrections	D17225820240	Inmate Labor- PW	01/24/2024	5.60	5.60	10-53-366
1315	AZ Department of Corrections	D17225820240	Inmate Mileage- PW	01/24/2024	16.70	16.70	10-57-366
1315	AZ Department of Corrections	D17225820240	Inmate Labor- LB	01/24/2024	28.00	28.00	10-62-366
1315	AZ Department of Corrections	D17225820240	Inmate Mileage- LB	01/24/2024	83.48	83.48	10-62-366
1315	AZ Department of Corrections	D17225820240	Inmate Labor- Water	01/24/2024	25.20	25.20	51-40-366
1315	AZ Department of Corrections	D17225820240	Inmate Mileage- Water	01/24/2024	75.13	75.13	51-40-366
1315	AZ Department of Corrections	D17225820240	Inmate Labor- Sewer	01/24/2024	25.20	25.20	52-40-366
1315	AZ Department of Corrections	D17225820240	Inmate Mileage- Sewer	01/24/2024	75.14	75.14	52-40-366
1315	AZ Department of Corrections	D17225820240	Inmate Labor- LF	01/24/2024	28.00	28.00	55-40-366
1315	AZ Department of Corrections	D17225820240	Inmate Mileage- LF	01/24/2024	83.48	83.48	55-40-366
Total AZ Department of Corrections:					557.41	557.41	
Benavidez Law Group, P.C.							
1667	Benavidez Law Group, P.C.	74660	Attorney Fees	01/08/2024	5,585.00	5,585.00	10-42-220
Total Benavidez Law Group, P.C.:					5,585.00	5,585.00	
BPG Designs							
10733	BPG Designs	021224	Refund Overpayment	02/12/2024	1,260.20	1,260.20	55-30-200
Total BPG Designs:					1,260.20	1,260.20	
Caselle, Inc							
1745	Caselle, Inc	130532	Contract Support and Maintenance	02/01/2024	979.00	979.00	10-43-480
Total Caselle, Inc:					979.00	979.00	
Caterpillar Financial Commercial Acct Co							
10620	Caterpillar Financial Commercial	34993515	D6T/NDY00479	02/06/2024	6,901.74	6,901.74	55-40-705
10620	Caterpillar Financial Commercial	34993515	816K/WWNB00251	02/06/2024	6,627.64	6,627.64	55-40-705
Total Caterpillar Financial Commercial Acct Co:					13,529.38	13,529.38	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
CDW Government							
1553	CDW Government	PG73121	Printer for Public Works/Landfill/W	01/26/2024	205.24	205.24	10-48-450
Total CDW Government:					205.24	205.24	
Cintas Corporation No. 445							
10067	Cintas Corporation No. 445	4182295619	Uniforms- Water	02/05/2024	23.39	23.39	51-40-110
10067	Cintas Corporation No. 445	4182996874	Uniforms- Water	02/12/2024	23.59	23.59	51-40-110
10067	Cintas Corporation No. 445	4182295619	Uniforms- Sewer	02/05/2024	23.39	23.39	52-40-110
10067	Cintas Corporation No. 445	4182996874	Uniforms- Sewer	02/12/2024	23.59	23.59	52-40-110
10067	Cintas Corporation No. 445	4182295619	Uniforms- PW	02/05/2024	5.20	5.20	55-40-110
10067	Cintas Corporation No. 445	4182295643	Landfill Uniforms	02/05/2024	44.80	44.80	55-40-110
10067	Cintas Corporation No. 445	4182295651	Landfill Uniforms	02/05/2024	161.73	161.73	55-40-110
10067	Cintas Corporation No. 445	4182996832	Landfill Uniforms	02/12/2024	45.14	45.14	55-40-110
10067	Cintas Corporation No. 445	4182996874	Uniforms- PW	02/12/2024	5.24	5.24	55-40-110
10067	Cintas Corporation No. 445	4182996894	Landfill Uniforms	02/12/2024	175.89	175.89	55-40-110
Total Cintas Corporation No. 445:					531.96	531.96	
Cintas Fire							
10734	Cintas Fire	0F34540777	Contract for Cintas to Fire Protecti	10/26/2023	399.05	399.05	10-57-500
10734	Cintas Fire	0F34541695	Repair Library Fire Panel	12/28/2024	4,115.65	4,115.65	10-57-500
Total Cintas Fire:					4,514.70	4,514.70	
City of Sierra Vista							
1702	City of Sierra Vista	4755	diagnose and repair - odor of fuel i	01/30/2024	605.29	605.29	10-51-470
1702	City of Sierra Vista	4757	2 new tires for Cpl. Arnett's Tahoe	01/30/2024	485.55	485.55	10-51-470
1702	City of Sierra Vista	4758	4 new tires for Cpl Olivas' Tahoe	01/30/2024	992.89	992.89	10-51-470
1702	City of Sierra Vista	4754	Remove and Replace Serpentine	01/30/2024	2,569.62	2,569.62	10-65-480
Total City of Sierra Vista:					4,653.35	4,653.35	
Cochise County Sheriff's Dept							
1861	Cochise County Sheriff's Dept	REFHUAPD01	Jail Fees	02/06/2024	318.06	318.06	10-45-810
Total Cochise County Sheriff's Dept:					318.06	318.06	
Dana Kepner Company, Inc							
4375	Dana Kepner Company, Inc	8199740-00	Restock residential meters and ris	02/07/2024	445.90	445.90	51-40-472
Total Dana Kepner Company, Inc:					445.90	445.90	
Econo Signs, LLC							
2126	Econo Signs, LLC	10-987466	Replace and restock post, traffic,	01/17/2024	1,651.04	1,651.04	23-40-460
Total Econo Signs, LLC:					1,651.04	1,651.04	
Empire Homes, Inc.							
2223	Empire Homes, Inc.	17426	22 tons 3/4x1" gravel for Mustang	02/13/2024	495.63	495.63	23-40-490
2223	Empire Homes, Inc.	17408	Restock Gravel at the Landfill for r	02/05/2024	991.26	991.26	55-40-460
Total Empire Homes, Inc.:					1,486.89	1,486.89	
Empire Southwest, LLC							
2220	Empire Southwest, LLC	EPWK0595785	Empire Power Estimate 863079 A,	02/08/2024	415.95	415.95	10-57-610
2220	Empire Southwest, LLC	EPWK0595786	Empire Southwest Estimate 8638	02/08/2024	1,246.05	1,246.05	51-40-610

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
2220	Empire Southwest, LLC	EMPS6241184	Replace Load Rollers on the 613	01/19/2024	983.63	983.63	55-40-610
2220	Empire Southwest, LLC	EMWK3621172	D6T Work P.O. 91356	01/17/2024	3,248.23	3,248.23	55-40-610
2220	Empire Southwest, LLC	EMWK363202	Road Trips for the 816K Packer E	02/02/2024	1,682.83	1,682.83	55-40-610
2220	Empire Southwest, LLC	EMWK363344	WALKTHROUGH, repair the 816K	02/06/2024	5,974.09	5,974.09	55-40-610
2220	Empire Southwest, LLC	EMWK363737	Trouble shot, various Codes on th	02/13/2024	1,505.10	1,505.10	55-40-610
2220	Empire Southwest, LLC	EMRA0039607	Empire Rentals, extend the rental	01/12/2024	5,210.48	5,210.48	55-40-846
2220	Empire Southwest, LLC	EMRA0039608	Empire Rentals, extend the rental	01/12/2024	1,571.22	1,571.22	55-40-846
Total Empire Southwest, LLC:					21,837.58	21,837.58	
Escarlett Bustamante							
10732	Escarlett Bustamante	011024	Community Center Refund	01/10/2024	75.00	75.00	10-36-500
Total Escarlett Bustamante:					75.00	75.00	
Ferguson Enterprises #1001							
2267	Ferguson Enterprises #1001	1099328	Meter, 3/4 PVC Parts	02/07/2024	179.04	179.04	51-40-472
Total Ferguson Enterprises #1001:					179.04	179.04	
Jose Olivas							
10503	Jose Olivas	021224	Dinner 1/22/24	02/12/2024	20.00	20.00	10-51-660
10503	Jose Olivas	021224	Dinner 1/23/24	02/12/2024	15.85	15.85	10-51-660
10503	Jose Olivas	021224	Dinner 1/24/24	02/12/2024	20.00	20.00	10-51-660
Total Jose Olivas:					55.85	55.85	
Lal Enterprises, Inc							
3220	Lal Enterprises, Inc	63903	Check Return Fee	01/31/2024	12.00	12.00	10-43-122
3220	Lal Enterprises, Inc	63903	Const. Chemical Toilet Service	01/31/2024	57.75	57.75	55-40-340
Total Lal Enterprises, Inc:					69.75	69.75	
Lance Alley							
10731	Lance Alley	020624	Water Refund	02/06/2024	75.00	75.00	51-21350
10731	Lance Alley	020624	Sewer Refund	02/06/2024	25.00	25.00	52-21350
Total Lance Alley:					100.00	100.00	
Lumen							
10507	Lumen	676185100	Current Charges	02/01/2024	1,128.55	1,128.55	10-48-481
Total Lumen:					1,128.55	1,128.55	
Mac's Towing LLC							
9867	Mac's Towing LLC	8721	impound tow 240207-05	02/07/2024	159.85	159.85	10-51-505
Total Mac's Towing LLC:					159.85	159.85	
McCoy's Septic Pumping Service							
10230	McCoy's Septic Pumping Service	6099	Pump Landfill Septic Tank	01/16/2024	190.00	190.00	55-40-360
10230	McCoy's Septic Pumping Service	6136	Pump Landfill Septic Tank	01/29/2024	190.00	190.00	55-40-360
10230	McCoy's Septic Pumping Service	6150	Pump Landfill Septic Tank	02/08/2024	190.00	190.00	55-40-360
Total McCoy's Septic Pumping Service:					570.00	570.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Med Tech Training Academy							
9047	Med Tech Training Academy	02102024	3 Day EMT Refresher Training Fe	02/10/2024	200.00	200.00	10-51-660
Total Med Tech Training Academy:					200.00	200.00	
Mr. Fix It							
2970	Mr. Fix It	10975R	Repair the Shower at HCFD. Tow	07/10/2023	2,350.00	2,350.00	10-57-500
Total Mr. Fix It:					2,350.00	2,350.00	
Patrisha Yonge							
10737	Patrisha Yonge	020924	Water Refund	02/13/2024	75.00	75.00	51-21350
10737	Patrisha Yonge	020924	Sewer Refund	02/13/2024	25.00	25.00	52-21350
Total Patrisha Yonge:					100.00	100.00	
Ruben A. Villa							
4360	Ruben A. Villa	H-005-012124	Consulting Services 12/25/23	01/21/2024	2,625.00	2,625.00	10-43-360
4360	Ruben A. Villa	H-005-012124	Consulting Services 01/08/24	01/21/2024	2,625.00	2,625.00	10-43-360
4360	Ruben A. Villa	H-005-012124	Late Payment Fee	01/21/2024	35.00	35.00	10-43-360
4360	Ruben A. Villa	H-006-020424	Consulting Services 01/24/24	02/02/2024	2,625.00	2,625.00	10-43-360
Total Ruben A. Villa:					7,910.00	7,910.00	
Senergy Petroleum LLC							
10215	Senergy Petroleum LLC	SEN-741528	Diesel- LF	02/06/2024	6,652.53	.00	55-40-476
Total Senergy Petroleum LLC:					6,652.53	.00	
Southern Tire Mart							
10357	Southern Tire Mart	6020068642	Return Check Fee	12/28/2023	50.00	50.00	10-43-122
10357	Southern Tire Mart	6020068642	225/60R18 Firehawk x2	12/28/2023	481.48	481.48	10-51-470
10357	Southern Tire Mart	6020068642	245/55R18 Firehawk x2	12/28/2023	266.78	266.78	10-51-470
10357	Southern Tire Mart	6020068642	New tire fees	12/28/2023	65.10	65.10	10-51-470
Total Southern Tire Mart:					863.36	863.36	
Southwest Desert Images LLC							
10640	Southwest Desert Images LLC	504839	103 Tomahawk Dr. Abatement	02/02/2024	875.00	875.00	10-54-801
10640	Southwest Desert Images LLC	514839	303 Apache Abatement	02/02/2024	310.00	310.00	10-54-801
Total Southwest Desert Images LLC:					1,185.00	1,185.00	
Theresa King							
10735	Theresa King	020924	Water Refund	02/13/2024	71.62	71.62	51-21350
10735	Theresa King	020924	Sewer Refund	02/13/2024	25.00	25.00	52-21350
Total Theresa King:					96.62	96.62	
Turner Laboratories, Inc							
4243	Turner Laboratories, Inc	24B0283	Coliform by Colilert	02/12/2024	64.50	64.50	51-40-510
Total Turner Laboratories, Inc:					64.50	64.50	
Waste Management of AZ							
10207	Waste Management of AZ	0051221-1571-	Trash Service	02/02/2024	13,191.59	13,191.59	54-40-360

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Waste Management of AZ:					13,191.59	13,191.59	
Wist Office Products							
4169	Wist Office Products	2415860	Mop Heads	02/06/2024	10.90	10.90	10-68-290
4169	Wist Office Products	2415860	High Traffic Floor Finish	02/06/2024	22.77	22.77	10-68-290
4169	Wist Office Products	2415860	Paper Towels	02/06/2024	39.41	39.41	10-68-290
4169	Wist Office Products	2415860	Case of Lysol Spray	02/06/2024	116.13	116.13	10-68-290
4169	Wist Office Products	2415860	Lysol multi-surface cleaner refill	02/06/2024	10.45	10.45	10-68-290
4169	Wist Office Products	2415860	Insulated Foam Cups	02/06/2024	22.89	22.89	10-68-290
4169	Wist Office Products	2410539	restock cleaning	01/18/2024	245.81	245.81	52-40-460
4169	Wist Office Products	2410806	restock cleaning	01/18/2024	38.81	38.81	52-40-460
4169	Wist Office Products	2411531	restock cleaning	01/24/2024	3.44	3.44	52-40-460
Total Wist Office Products:					510.61	510.61	
Grand Totals:					93,107.96	86,455.43	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100 AUTO LIEU TAX	7,670.98	44,027.85	104,541.00	60,513.15	42.1
10-31-200 REAL PROPERTY TAXES	11,500.39	67,198.30	111,619.00	44,420.70	60.2
10-31-240 FRANCHISE TAXES	1,151.87	6,448.22	15,250.00	8,801.78	42.3
10-31-250 CITY SALES TAXES	46,559.67	149,837.41	385,000.00	235,162.59	38.9
10-31-260 STATE SALES TAXES	20,626.68	110,680.43	240,092.00	129,411.57	46.1
TOTAL TAXES	87,509.59	378,192.21	856,502.00	478,309.79	44.2
<u>LICENSES AND PERMITS</u>					
10-32-100 BUILDING PERMITS	21,459.92	29,787.10	11,500.00	(18,287.10)	259.0
10-32-110 BUSINESS LICENSES	4,358.75	4,865.00	8,100.00	3,235.00	60.1
10-32-120 P&Z FEES	.00	.00	2,500.00	2,500.00	.0
TOTAL LICENSES AND PERMITS	25,818.67	34,652.10	22,100.00	(12,552.10)	156.8
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-100 STATE REVENUE SHARING	35,641.36	213,848.16	427,696.00	213,847.84	50.0
TOTAL INTERGOVERNMENTAL REVENUE	35,641.36	213,848.16	427,696.00	213,847.84	50.0
<u>CHARGES FOR SERVICE</u>					
10-34-140 AUCTION PROCEEDS	.00	10,733.69	30,000.00	19,266.31	35.8
10-34-160 ANIMAL CONTROL FEES/FINES	47.00	55.00	700.00	645.00	7.9
10-34-170 ADMIN GARBAGE FEES	1,372.00	9,714.39	15,120.00	5,405.61	64.3
10-34-530 CITY BUS FEES/DONATIONS	.00	.00	1,050.00	1,050.00	.0
TOTAL CHARGES FOR SERVICE	1,419.00	20,503.08	46,870.00	26,366.92	43.7
<u>FINES</u>					
10-35-100 POLICE FINES	6,844.42	39,314.36	95,000.00	55,685.64	41.4
10-35-110 IMPOUND FEES	.00	1,260.00	7,800.00	6,540.00	16.2
10-35-112 TOWING FEES	.00	372.50	2,450.00	2,077.50	15.2
10-35-120 LIBRARY FEES & FINES	138.20	1,756.39	2,100.00	343.61	83.6
10-35-125 IMPOUND ADMIN FEES	.00	300.00	.00	(300.00)	.0
TOTAL FINES	6,982.62	43,003.25	107,350.00	64,346.75	40.1

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
10-36-100 INTEREST	2,151.91	19,465.05	31,000.00	11,534.95	62.8
10-36-200 UNREALIZED GAIN	25,264.27	6,976.80	.00	(6,976.80)	.0
10-36-300 MISC. POLICE REVENUE	.00	7,487.92	8,700.00	1,212.08	86.1
10-36-400 SALE OF FIXED ASSETS	.00	.00	30,000.00	30,000.00	.0
10-36-500 PARKS & REC FACILITY RENTAL	300.00	1,125.00	1,600.00	475.00	70.3
10-36-515 SUMMER SPLASH REVENUE	.00	240.00	1,100.00	860.00	21.8
10-36-900 MISCELLANEOUS	215.75	23,032.35	15,000.00	(8,032.35)	153.6
10-36-902 WORKERS' COMP REIMBURSEMENTS	.00	.00	1,000.00	1,000.00	.0
10-36-904 WILDLAND REVENUE	.00	.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	351,000.00	702,000.00	351,000.00	50.0
10-36-971 TOWER LEASE	.00	.00	12,596.00	12,596.00	.0
10-36-999 DAILY CASH REC OVER/SHORT ACCT	.00	.00	100.00	100.00	.0
TOTAL MISCELLANEOUS REVENUE	86,431.93	409,327.12	821,096.00	411,768.88	49.9
<u>TOWN GRANTS</u>					
10-37-165 DONATIONS - ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
10-37-456 DONATIONS - LIBRARY	75.00	1,425.00	3,000.00	1,575.00	47.5
10-37-457 LIBRARY GRANT	.00	19,685.00	50,000.00	30,315.00	39.4
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	.00	5,000.00	5,000.00	.0
10-37-480 SUMMER SPLASH GRANT	.00	3,500.00	5,000.00	1,500.00	70.0
10-37-908 GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909 BUILDING REGULATION GRANT	.00	.00	10,000.00	10,000.00	.0
10-37-913 USDA EQUIPMENT GRANT	.00	.00	60,000.00	60,000.00	.0
10-37-919 CITY BUS GRANT	.00	.00	100,000.00	100,000.00	.0
10-37-920 GENERAL ADMIN GRANT	.00	.00	50,000.00	50,000.00	.0
10-37-921 POLICE GRANT	.00	2,973.63	180,000.00	177,026.37	1.7
10-37-922 SRO PROGRAM REIMBURSEMENTS	.00	.00	63,831.00	63,831.00	.0
10-37-925 MISC GRANTS	(186.04)	(186.04)	150,000.00	150,186.04	(.1)
10-37-963 E-RATE	.00	.00	25,000.00	25,000.00	.0
10-37-965 SCBA GRANT	.00	.00	200,000.00	200,000.00	.0
10-37-968 PUBLIC WORKS GRANT	.00	.00	20,000.00	20,000.00	.0
10-37-969 COURT GRANT	.00	.00	10,000.00	10,000.00	.0
10-37-970 BACK TO SCHOOL DONATIONS	.00	3,231.00	.00	(3,231.00)	.0
10-37-971 COMMUNITY EVENTS DONATIONS	.00	.00	2,000.00	2,000.00	.0
TOTAL TOWN GRANTS	(111.04)	31,628.59	979,831.00	948,202.41	3.2

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CONTRIBUTIONS AND TRANSFERS</u>					
10-39-965 TRANSFERS IN-TRANSIT SERVICES	1,799.17	10,795.02	21,590.00	10,794.98	50.0
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	1,799.17	10,795.02	2,371,590.00	2,360,794.98	.5
TOTAL FUND REVENUE	245,491.30	1,141,949.53	5,633,035.00	4,491,085.47	20.3

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
10-42-100 PERSONNEL SERVICES	900.00	5,014.29	14,400.00	9,385.71	34.8
10-42-130 EMPLOYEE BENEFITS	71.03	395.74	1,142.00	746.26	34.7
10-42-220 ATTORNEY FEES	.00	15,775.00	45,000.00	29,225.00	35.1
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	.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	971.03	27,206.03	76,642.00	49,435.97	35.5
<u>GENERAL ADMINISTRATION</u>					
10-43-100 PERSONNEL SERVICES	9,059.65	53,661.70	124,052.00	70,390.30	43.3
10-43-102 NEW HIRE	.00	289.60	.00	(289.60)	.0
10-43-105 OVERTIME	142.50	406.77	355.00	(51.77)	114.6
10-43-122 MISCELLANEOUS	(7,112.64)	(6,925.64)	500.00	7,425.64	(1385.
10-43-130 EMPLOYEE BENEFITS	1,595.65	9,468.75	26,683.00	17,214.25	35.5
10-43-250 ADVERTISING	.00	.00	4,800.00	4,800.00	.0
10-43-271 TELEPHONE	758.61	2,435.03	5,000.00	2,564.97	48.7
10-43-280 INSURANCE	22,541.15	38,108.69	11,250.00	(26,858.69)	338.7
10-43-300 PRINTING	802.00	2,292.75	400.00	(1,892.75)	573.2
10-43-340 UTILITIES	637.43	8,382.48	13,000.00	4,617.52	64.5
10-43-360 CONTRACT LABOR	.00	3,198.70	.00	(3,198.70)	.0
10-43-366 INMATE LABOR	236.08	971.86	1,200.00	228.14	81.0
10-43-440 POSTAGE	.00	316.97	1,000.00	683.03	31.7
10-43-460 SUPPLIES	.00	1,338.74	4,000.00	2,661.26	33.5
10-43-462 PEST CONTROL	59.00	332.00	200.00	(132.00)	166.0
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	56.26	1,535.63	800.00	(735.63)	192.0
10-43-480 COMPUTER EXPENSE	2,329.22	3,736.22	.00	(3,736.22)	.0
10-43-610 EQUIPMENT MAINTENANCE	.00	.00	100.00	100.00	.0
10-43-640 MEMBERSHIP	.00	2,057.00	1,300.00	(757.00)	158.2
10-43-650 PROFESSIONAL SERVICES	5,250.00	9,462.50	60,000.00	50,537.50	15.8
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)	1,250.00	28,535.00	34,100.00	5,565.00	83.7
10-43-840 CAPITAL OUTLAY - EQUIPMENT	167.60	854.39	3,000.00	2,145.61	28.5
TOTAL GENERAL ADMINISTRATION	37,772.51	160,509.14	303,240.00	142,730.86	52.9

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAGISTRATE</u>					
10-45-100 PERSONNEL SERVICES	3,726.42	23,228.57	52,403.00	29,174.43	44.3
10-45-105 OVERTIME	47.95	449.97	975.00	525.03	46.2
10-45-120 PROSECUTION FEES	.00	7,243.00	12,000.00	4,757.00	60.4
10-45-130 EMPLOYEE BENEFITS	1,002.48	6,325.47	14,074.00	7,748.53	44.9
10-45-221 COURT APPT ATTORNEYS	.00	.00	9,000.00	9,000.00	.0
10-45-250 CONTRACT LABOR-PRO TEM	140.00	440.00	1,500.00	1,060.00	29.3
10-45-290 OFFICE SUPPLIES	.00	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	.00	.00	1,000.00	1,000.00	.0
10-45-810 JAIL FEES	.00	636.12	.00	(636.12)	.0
TOTAL MAGISTRATE	4,916.85	40,159.78	113,152.00	72,992.22	35.5
<u>IT</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	11,731.16	45,000.00	33,268.84	26.1
10-48-275 CELL PHONE	1,563.45	9,376.45	17,000.00	7,623.55	55.2
10-48-450 EQUIPMENT	.00	2,285.89	7,500.00	5,214.11	30.5
10-48-481 INTERNET	.00	2,249.46	14,000.00	11,750.54	16.1
TOTAL IT	1,563.45	25,642.96	113,624.00	87,981.04	22.6

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-51-100 PERSONNEL SERVICES	24,488.35	148,115.02	368,493.00	220,377.98	40.2
10-51-105 OVERTIME	2,895.56	9,908.01	12,634.00	2,725.99	78.4
10-51-110 UNIFORM EXPENSE	300.00	3,005.37	3,750.00	744.63	80.1
10-51-130 EMPLOYEE BENEFITS	6,096.87	33,353.80	128,653.00	95,299.20	25.9
10-51-135 PUBLIC SAFETY RETIREMENT	4,218.42	22,334.71	75,815.00	53,480.29	29.5
10-51-222 SEACOM/CCSO CONTRACT	.00	.00	81,950.00	81,950.00	.0
10-51-230 PROFESSIONAL SERVICES	301.00	688.00	1,600.00	912.00	43.0
10-51-231 PSPRS ATTORNEY	315.00	472.50	2,700.00	2,227.50	17.5
10-51-271 TELEPHONE	170.50	902.63	2,500.00	1,597.37	36.1
10-51-290 OFFICE SUPPLIES	6.17	309.56	1,500.00	1,190.44	20.6
10-51-295 PRINTING	80.46	444.26	1,500.00	1,055.74	29.6
10-51-340 UTILITIES	305.69	2,356.23	7,000.00	4,643.77	33.7
10-51-366 INMATE LABOR	26.19	107.38	500.00	392.62	21.5
10-51-430 HUMANE SUPPLIES	106.33	106.33	.00	(106.33)	.0
10-51-460 MAINTENANCE AND SUPPLIES	245.79	1,272.86	1,500.00	227.14	84.9
10-51-462 PEST CONTROL	117.00	195.00	500.00	305.00	39.0
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	4,085.17	6,323.73	10,000.00	3,676.27	63.2
10-51-475 POLICE FUEL EXPENSE	1,599.24	5,142.28	13,500.00	8,357.72	38.1
10-51-480 COMPUTER EXPENSE	.00	1,015.49	.00	(1,015.49)	.0
10-51-505 TOW FEES	241.25	636.75	3,000.00	2,363.25	21.2
10-51-620 EQUIP REPAIR AND MAINTENANCE	944.91	944.91	2,500.00	1,555.09	37.8
10-51-640 MEMBERSHIP	.00	.00	725.00	725.00	.0
10-51-660 TRAVEL AND TRAINING	.00	291.00	7,500.00	7,209.00	3.9
10-51-665 COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-51-705 CAPITAL LEASE	67.87	339.35	1,500.00	1,160.65	22.6
10-51-804 SOFTWARE LICENSING	.00	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	1,608.48	4,000.00	2,391.52	40.2
10-51-856 BODY WORN CAMERA PROG.	.00	.00	1,500.00	1,500.00	.0
TOTAL POLICE	46,611.77	243,255.71	785,314.00	542,058.29	31.0

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
10-53-100 PERSONNEL SERVICES	.00	.00	4,500.00	4,500.00	.0
10-53-130 EMPLOYEE BENEFITS	.00	.00	529.00	529.00	.0
10-53-340 UTILITIES	1,441.14	4,079.02	8,500.00	4,420.98	48.0
10-53-360 FIRE SERVICES	.00	100,569.26	403,000.00	302,430.74	25.0
10-53-450 EQUIPMENT/SUPPLIES	.00	.00	5,000.00	5,000.00	.0
10-53-470 VEHICLE EXPENSE	.00	.00	14,000.00	14,000.00	.0
10-53-475 FUEL EXPENSE	7.11	25.11	2,000.00	1,974.89	1.3
10-53-516 PRESUMPTIVE CANCER COVERAGE	.00	4,104.27	5,000.00	895.73	82.1
10-53-610 EQUIPMENT MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
TOTAL FIRE	1,448.25	108,777.66	445,529.00	336,751.34	24.4
<u>BUILDING REGULATION</u>					
10-54-360 CONTRACT LABOR	4,619.50	22,831.50	57,500.00	34,668.50	39.7
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	4,619.50	22,831.50	70,500.00	47,668.50	32.4
<u>PUBLIC WORKS</u>					
10-57-100 PERSONNEL SERVICES	1,815.34	11,129.02	22,131.00	11,001.98	50.3
10-57-105 OVERTIME	48.05	207.65	693.00	485.35	30.0
10-57-110 UNIFORM EXPENSE	.00	30.45	450.00	419.55	6.8
10-57-130 EMPLOYEE BENEFITS	434.17	2,593.44	8,575.00	5,981.56	30.2
10-57-340 UTILITIES	67.75	274.91	2,500.00	2,225.09	11.0
10-57-366 INMATE LABOR	87.60	372.06	1,400.00	1,027.94	26.6
10-57-460 MAINTENANCE AND SUPPLIES	.00	376.11	1,500.00	1,123.89	25.1
10-57-470 VEHICLE REPAIR/MAINT	.00	.00	1,500.00	1,500.00	.0
10-57-475 FUEL EXPENSE	199.36	841.70	3,000.00	2,158.30	28.1
10-57-476 DIESEL	.00	.00	500.00	500.00	.0
10-57-500 BUILDING MAINTENANCE	4,613.97	28,891.95	25,000.00	(3,891.95)	115.6
10-57-540 SMALL TOOLS	662.89	1,089.85	1,500.00	410.15	72.7
10-57-610 EQUIPMENT MAINTENANCE	.00	605.00	6,500.00	5,895.00	9.3
TOTAL PUBLIC WORKS	7,929.13	46,412.14	75,249.00	28,836.86	61.7

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY POOL</u>					
10-58-100 PERSONNEL SERVICES	.00	9,144.71	14,500.00	5,355.29	63.1
10-58-130 EMPLOYEE BENEFITS	.00	980.41	1,289.00	308.59	76.1
10-58-340 UTILITIES	578.25	3,766.68	7,000.00	3,233.32	53.8
10-58-460 MAINTENANCE AND SUPPLIES	.00	486.20	5,000.00	4,513.80	9.7
10-58-660 CERTIFYING	.00	.00	500.00	500.00	.0
TOTAL CITY POOL	578.25	14,378.00	28,289.00	13,911.00	50.8
<u>SUMMER SPLASH</u>					
10-59-100 PERSONNEL SERVICES	.00	2,647.83	8,040.00	5,392.17	32.9
10-59-130 EMPLOYEE BENEFITS	.00	238.28	715.00	476.72	33.3
10-59-460 SUPPLIES	.00	.00	300.00	300.00	.0
TOTAL SUMMER SPLASH	.00	2,886.11	9,055.00	6,168.89	31.9
<u>PARKS & RECREATION</u>					
10-60-340 UTILITIES	492.68	2,591.72	3,000.00	408.28	86.4
10-60-460 SUPPLIES	.00	249.00	2,500.00	2,251.00	10.0
10-60-530 COMMUNITY RELATIONS/JULY 4TH	.00	258.92	10,000.00	9,741.08	2.6
TOTAL PARKS & RECREATION	492.68	3,099.64	15,500.00	12,400.36	20.0
<u>LIBRARY AND COMMUNITY SERVICES</u>					
10-62-100 PERSONNEL SERVICES	8,468.06	49,769.64	98,566.00	48,796.36	50.5
10-62-130 EMPLOYEE BENEFITS	1,529.07	8,112.29	19,852.00	11,739.71	40.9
10-62-271 TELEPHONE	88.32	464.66	1,650.00	1,185.34	28.2
10-62-290 OFFICE SUPPLIES	.00	872.81	.00	(872.81)	.0
10-62-300 PRINTING	97.21	361.03	800.00	438.97	45.1
10-62-340 UTILITIES	548.27	4,475.66	7,000.00	2,524.34	63.9
10-62-366 INMATE LABOR	89.01	870.10	1,800.00	929.90	48.3
10-62-460 SUPPLIES	.00	.00	2,850.00	2,850.00	.0
10-62-462 PEST CONTROL	127.00	205.00	450.00	245.00	45.6
10-62-476 FUEL	3.11	9.11	200.00	190.89	4.6
10-62-480 COMPUTER EXPENSE	1,250.00	1,250.00	2,700.00	1,450.00	46.3
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
10-62-705 CAPITAL LEASE	67.87	339.35	800.00	460.65	42.4
TOTAL LIBRARY AND COMMUNITY SERVICES	12,267.92	68,961.95	140,868.00	71,906.05	49.0

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY BUS</u>					
10-65-100 PERSONNEL SERVICES	920.48	2,659.57	14,836.00	12,176.43	17.9
10-65-130 EMPLOYEE BENEFITS	.00	143.43	1,841.00	1,697.57	7.8
10-65-470 VEHICLE EXPENSE	.00	6,333.08	.00	(6,333.08)	.0
10-65-475 FUEL EXPENSE	.00	870.33	4,000.00	3,129.67	21.8
10-65-480 VEHICLE REPAIR & MAINTENANCE	123.54	1,111.43	2,000.00	888.57	55.6
TOTAL CITY BUS	1,044.02	11,117.84	22,677.00	11,559.16	49.0
<u>SENIOR CENTER</u>					
10-68-290 SUPPLIES	.00	407.00	1,000.00	593.00	40.7
10-68-340 UTILITIES	211.24	1,825.04	4,000.00	2,174.96	45.6
10-68-450 EQUIPMENT	.00	.00	600.00	600.00	.0
10-68-462 PEST CONTROL	117.00	195.00	500.00	305.00	39.0
10-68-463 EQUIPMENT REPAIR	.00	177.08	1,000.00	822.92	17.7
TOTAL SENIOR CENTER	328.24	2,604.12	7,100.00	4,495.88	36.7
<u>TOWN GRANTS</u>					
10-69-800 DONATIONS - ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
10-69-802 LIBRARY DONATIONS EXP	.00	539.50	3,000.00	2,460.50	18.0
10-69-803 IT GRANT EXP	.00	.00	15,000.00	15,000.00	.0
10-69-804 MISC GRANT EXP	.00	.00	150,000.00	150,000.00	.0
10-69-805 BUILDING REGULATION EXP	.00	.00	10,000.00	10,000.00	.0
10-69-806 LIBRARY GRANTS EXP	.00	.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	.00	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
10-69-815 PUBLIC WORKS GRANT EXP	.00	.00	20,000.00	20,000.00	.0
10-69-816 COURT GRANT EXP	.00	.00	10,000.00	10,000.00	.0
10-69-817 SUMMER SPLASH DONATION EXP	.00	.00	5,000.00	5,000.00	.0
10-69-818 POLICE DONATION EXP	.00	.00	5,000.00	5,000.00	.0
10-69-819 GENERAL ADMIN GRANT EXP	.00	.00	50,000.00	50,000.00	.0
10-69-845 POLICE GRANT EXP	15,688.12	93,705.50	180,000.00	86,294.50	52.1
10-69-846 AZDOHS GRANT EXPENDITURES	.00	750.07	.00	(750.07)	.0
10-69-849 BUS LINE EXP	1,789.53	4,939.39	100,000.00	95,060.61	4.9
10-69-850 SCBA GRANT EXP	.00	.00	200,000.00	200,000.00	.0
10-69-851 USDA EQUIPMENT GRANT	.00	.00	60,000.00	60,000.00	.0
10-69-900 COMMUNITY EVENTS DONATION EXP	.00	.00	2,000.00	2,000.00	.0
TOTAL TOWN GRANTS	17,477.65	100,730.89	916,000.00	815,269.11	11.0

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
10-70-990 CONTINGENCY	.00	.00	85,518.00	85,518.00	.0
10-70-995 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
<u>TRANSFERS</u>					
10-90-980 TRANSFERS OUT TO CAPITAL PROJ	5,000.00	30,000.00	60,000.00	30,000.00	50.0
TOTAL TRANSFERS	5,000.00	30,000.00	60,000.00	30,000.00	50.0
TOTAL FUND EXPENDITURES	143,021.25	908,573.47	3,333,035.00	2,424,461.53	27.3
NET REVENUE OVER EXPENDITURES	102,470.05	233,376.06	2,300,000.00	2,066,623.94	10.2

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

POLICE - DHS GRANT - VEHICLE

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

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

POLICE - DHS GRANT - VEHICLE

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

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

POLICE - DHS GRANT - BP OT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
12-30-800 DHS STONEGARDEN	114,488.92	114,488.92	250,000.00	135,511.08	45.8
TOTAL REVENUE	114,488.92	114,488.92	250,000.00	135,511.08	45.8
TOTAL FUND REVENUE	114,488.92	114,488.92	250,000.00	135,511.08	45.8

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
12-40-105 STONE GARDEN OVERTIME	.00	.00	32,233.00	32,233.00	.0
12-40-130 EMPLOYEE BENEFITS	84.83	343.05	12,228.00	11,884.95	2.8
12-40-131 OVERTIME	.00	.00	6,000.00	6,000.00	.0
12-40-135 PUBLIC SAFETY RETIREMENT	153.69	625.30	13,539.00	12,913.70	4.6
12-40-810 AUTHORIZED EXPENSES	.00	.00	179,660.00	179,660.00	.0
12-40-840 MILEAGE	704.40	2,865.77	6,340.00	3,474.23	45.2
TOTAL EXPENDITURES	942.92	3,834.12	250,000.00	246,165.88	1.5
TOTAL FUND EXPENDITURES	942.92	3,834.12	250,000.00	246,165.88	1.5
NET REVENUE OVER EXPENDITURES	113,546.00	110,654.80	.00	(110,654.80)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

POLICE - DHS GRANT - COMPUTER

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

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

POLICE - DHS GRANT - COMPUTER

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

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

		RICO FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>						
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

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

RICO FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
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	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
20-30-200 FINES AND BAILS	6,358.00	61,864.41	174,000.00	112,135.59	35.6
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	6,358.00	61,664.41	174,300.00	112,635.59	35.4
TOTAL FUND REVENUE	6,358.00	61,664.41	174,300.00	112,635.59	35.4

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
20-40-200 FINES AND BAILS	11,376.21	60,125.47	174,000.00	113,874.53	34.6
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	11,376.21	60,125.47	174,300.00	114,174.53	34.5
TOTAL FUND EXPENDITURES	11,376.21	60,125.47	174,300.00	114,174.53	34.5
NET REVENUE OVER EXPENDITURES	(5,018.21)	1,538.94	.00	(1,538.94)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
23-30-300 GAS TAX REVENUES - HURF	12,684.75	66,669.05	164,295.00	97,625.95	40.6
TOTAL REVENUE	12,684.75	66,669.05	164,295.00	97,625.95	40.6
<u>CONTRIBUTIONS AND TRANSFERS</u>					
23-39-998 TRANSFERS IN FROM FUND BALANCE	23,333.33	139,999.98	280,000.00	140,000.02	50.0
TOTAL CONTRIBUTIONS AND TRANSFERS	23,333.33	139,999.98	280,000.00	140,000.02	50.0
TOTAL FUND REVENUE	36,018.08	206,669.03	444,295.00	237,625.97	46.5

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROAD USERS ADMIN</u>					
23-40-100 PERSONNEL SERVICES	932.80	5,863.31	12,126.00	6,262.69	48.4
23-40-110 UNIFORM EXPENSE	.00	.00	180.00	180.00	.0
23-40-130 EMPLOYEE BENEFITS	155.70	977.29	3,900.00	2,922.71	25.1
23-40-340 UTILITIES	2,396.10	14,910.48	20,000.00	5,089.52	74.6
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	911.06	12,500.00	11,588.94	7.3
23-40-650 PROFESSIONAL SERVICES	.00	120.00	15,000.00	14,880.00	.8
23-40-831 CAPITAL OUTLAY	.00	.00	80,000.00	80,000.00	.0
23-40-928 TRANSFERS OUT-SKYLINE RD PROJ	7,083.33	42,499.98	85,000.00	42,500.02	50.0
23-40-980 TRANSFERS OUT TO CAPITAL PROJ	8,333.33	49,999.98	100,000.00	50,000.02	50.0
TOTAL ROAD USERS ADMIN	18,901.26	116,264.42	444,295.00	328,030.58	26.2
TOTAL FUND EXPENDITURES	18,901.26	116,264.42	444,295.00	328,030.58	26.2
NET REVENUE OVER EXPENDITURES	17,116.82	90,404.61	.00	(90,404.61)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

STATE HURF - SKYLINE PROJECT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
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
<u>CONTRIBUTIONS AND TRANSFERS</u>					
28-39-923 TRANSFERS IN FROM ROAD USER	7,083.33	42,499.98	85,000.00	42,500.02	50.0
TOTAL CONTRIBUTIONS AND TRANSFERS	7,083.33	42,499.98	85,000.00	42,500.02	50.0
TOTAL FUND REVENUE	7,083.33	2,113,699.98	2,155,000.00	41,300.02	98.1

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

STATE HURF - SKYLINE PROJECT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE HURF EXPENDITURES</u>					
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	7,083.33	2,113,699.98	.00	(2,113,699.98)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GRANT OPPORTUNITY

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>GRANT REVENUE</u>					
29-30-800 GRANT REVENUE CDBG	.00	3,000.00	500,000.00	497,000.00	.6
TOTAL GRANT REVENUE	.00	3,000.00	500,000.00	497,000.00	.6
TOTAL FUND REVENUE	.00	3,000.00	500,000.00	497,000.00	.6

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GRANT OPPORTUNITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT EXPENDITURES</u>					
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	.00	500,000.00	500,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	3,000.00	.00	(3,000.00)	.0

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
51-30-200 WATER SALES	26,555.04	214,732.54	398,000.00	183,267.46	54.0
51-30-202 RC: RECONNECT FEE	.00	.00	1,000.00	1,000.00	.0
51-30-300 CONNECTION FEES	75.00	645.00	1,500.00	855.00	43.0
51-30-400 PENALTIES & FORFEITURES	.00	(5.26)	7,000.00	7,005.26	(.1)
51-30-900 WATER ADMIN FEE	.00	.00	1,000.00	1,000.00	.0
TOTAL REVENUE	26,630.04	215,372.28	408,500.00	193,127.72	52.7
<u>CONTRIBUTIONS AND TRANSFERS</u>					
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	26,630.04	215,372.28	708,500.00	493,127.72	30.4

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
51-40-100 PERSONNEL SERVICES	7,733.13	47,361.20	103,712.00	56,350.80	45.7
51-40-105 OVERTIME	222.17	990.64	3,525.00	2,534.36	28.1
51-40-110 UNIFORM EXPENSE	105.20	683.46	1,485.00	801.54	46.0
51-40-130 EMPLOYEE BENEFITS	2,323.96	13,381.48	41,976.00	28,594.52	31.9
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	81.51	81.51	1,000.00	918.49	8.2
51-40-340 UTILITIES	1,972.99	22,328.53	45,000.00	22,671.47	49.6
51-40-360 CONTRACT LABOR	.00	1,000.00	6,000.00	5,000.00	16.7
51-40-366 INMATE LABOR	394.17	1,674.28	3,000.00	1,325.72	55.8
51-40-440 POSTAGE	.00	1,109.38	2,500.00	1,390.62	44.4
51-40-460 MAINTENANCE & SUPPLIES	.00	1,285.21	12,000.00	10,714.79	10.7
51-40-470 VEHICLE EXPENSE	.00	2,718.62	9,000.00	6,281.38	30.2
51-40-472 METER REPLACEMENT	.00	2,222.70	9,000.00	6,777.30	24.7
51-40-475 FUEL EXPENSE	332.26	2,488.34	12,000.00	9,511.66	20.7
51-40-476 DIESEL	.00	.00	5,000.00	5,000.00	.0
51-40-480 SOFTWARE LICENSING - CASELLE	.00	402.00	2,500.00	2,098.00	16.1
51-40-510 WATER TESTS	.00	203.50	3,000.00	2,796.50	6.8
51-40-516 ADEQ FEES	.00	4,587.55	10,000.00	5,412.45	45.9
51-40-610 EQUIPMENT MAINTENANCE	.00	15,566.11	17,500.00	1,933.89	89.0
51-40-640 MEMBERSHIP	.00	.00	1,200.00	1,200.00	.0
51-40-650 PROFESSIONAL SERVICES	1,298.93	6,860.54	45,000.00	38,139.46	15.3
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	<u>14,464.32</u>	<u>126,396.05</u>	<u>408,500.00</u>	<u>282,103.95</u>	<u>30.9</u>
TOTAL FUND EXPENDITURES	<u>14,464.32</u>	<u>126,396.05</u>	<u>408,500.00</u>	<u>282,103.95</u>	<u>30.9</u>
NET REVENUE OVER EXPENDITURES	<u>12,165.72</u>	<u>88,976.23</u>	<u>300,000.00</u>	<u>211,023.77</u>	<u>29.7</u>

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
52-30-200 SEWER SERVICES	19,479.15	143,125.56	290,000.00	146,874.44	49.4
52-30-300 CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
TOTAL REVENUE	19,479.15	143,125.56	291,000.00	147,874.44	49.2
TOTAL FUND REVENUE	19,479.15	143,125.56	291,000.00	147,874.44	49.2

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER EXPENDITURES</u>					
52-40-100 PERSONNEL SERVICES	5,966.96	36,248.04	72,783.00	36,534.96	49.8
52-40-105 OVERTIME	222.16	990.64	3,298.00	2,307.36	30.0
52-40-110 UNIFORM EXPENSE	105.20	683.46	1,350.00	666.54	50.6
52-40-130 EMPLOYEE BENEFITS	1,821.01	10,472.77	30,900.00	20,427.23	33.9
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	493.49	1,782.02	11,000.00	9,217.98	16.2
52-40-360 CONTRACT LABOR	400.00	22,487.50	5,000.00	(17,487.50)	449.8
52-40-366 INMATE LABOR	394.17	1,674.27	7,500.00	5,825.73	22.3
52-40-440 POSTAGE	.00	1,109.38	2,500.00	1,390.62	44.4
52-40-460 MAINTENANCE AND SUPPLIES	.00	1,381.42	4,000.00	2,618.58	34.5
52-40-470 VEHICLE EXPENSE	.00	20.00	4,200.00	4,180.00	.5
52-40-475 FUEL	797.44	2,683.39	9,000.00	6,316.61	29.8
52-40-476 DIESEL	.00	.00	5,000.00	5,000.00	.0
52-40-480 SOFTWARE LICENSING - CASELLE	.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	6,500.00	14,062.75	20,000.00	5,937.25	70.3
52-40-702 SEWAGE POND COMPLIANCE	1,065.50	2,988.00	6,000.00	3,012.00	49.8
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	17,765.93	142,461.59	291,000.00	148,538.41	49.0
TOTAL FUND EXPENDITURES	17,765.93	142,461.59	291,000.00	148,538.41	49.0
NET REVENUE OVER EXPENDITURES	1,713.22	663.97	.00	(663.97)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GARBAGE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
54-30-200 SALES RECEIPTS	14,541.70	80,152.46	170,000.00	89,847.54	47.2
TOTAL REVENUE	14,541.70	80,152.46	170,000.00	89,847.54	47.2
TOTAL FUND REVENUE	14,541.70	80,152.46	170,000.00	89,847.54	47.2

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GARBAGE EXPENDITURES</u>					
54-40-360 CONTRACT	30,329.98	99,139.70	170,000.00	70,860.30	58.3
TOTAL GARBAGE EXPENDITURES	30,329.98	99,139.70	170,000.00	70,860.30	58.3
TOTAL FUND EXPENDITURES	30,329.98	99,139.70	170,000.00	70,860.30	58.3
NET REVENUE OVER EXPENDITURES	(15,788.28)	(18,987.24)	.00	18,987.24	.0

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
55-30-200 SALES - LANDFILL	94,008.31	673,990.32	1,473,383.00	799,392.68	45.7
55-30-201 LATE PENALTIES	.00	.00	500.00	500.00	.0
55-30-205 MISC.REVENUE	(60.00)	457.50	20,000.00	19,542.50	2.3
55-30-210 TIPPING FEES	15,557.57	114,394.19	189,253.00	74,858.81	60.5
TOTAL REVENUE	109,505.88	788,842.01	1,683,136.00	894,293.99	46.9
<u>MISCELLANEOUS REVENUE</u>					
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	109,505.88	788,842.01	1,718,136.00	929,293.99	45.9

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LANDFILL EXPENDITURES</u>					
55-40-100 PERSONNEL SERVICES	18,344.41	105,873.86	242,282.00	136,408.14	43.7
55-40-105 OVERTIME	2,846.00	20,566.16	27,040.00	6,473.84	76.1
55-40-110 UNIFORM EXPENSE	863.84	5,542.78	6,435.00	892.22	86.1
55-40-130 EMPLOYEE BENEFITS	5,181.02	32,580.26	98,196.00	65,615.74	33.2
55-40-265 BANK COSTS/FEES	2,842.96	17,676.47	25,000.00	7,323.53	70.7
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	351,000.00	702,000.00	351,000.00	50.0
55-40-338 LF FINANCIAL ASSURANCE	.00	.00	88,000.00	88,000.00	.0
55-40-340 UTILITIES	1,127.77	7,378.44	7,000.00	(378.44)	105.4
55-40-350 SAFETY EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
55-40-360 CONTRACT LABOR	380.00	15,982.88	9,000.00	(6,982.88)	177.6
55-40-366 INMATE LABOR	524.64	2,156.46	3,000.00	843.54	71.9
55-40-440 POSTAGE	.00	633.93	1,500.00	866.07	42.3
55-40-460 MAINTENANCE & SUPPLIES	1,768.05	6,989.00	30,000.00	23,011.00	23.3
55-40-470 VEHICLE EXPENSE	.00	507.40	4,500.00	3,992.60	11.3
55-40-475 FUEL EXPENSE	7.11	3,540.54	13,000.00	9,459.46	27.2
55-40-476 DIESEL	.00	55,143.21	95,000.00	39,856.79	58.1
55-40-480 SOFTWARE LICENSING - CASELLE	.00	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	.00	2,422.00	2,000.00	(422.00)	121.1
55-40-515 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
55-40-516 ADEQ FEES	2,340.50	5,355.93	15,000.00	9,644.07	35.7
55-40-610 EQUIPMENT MAINTENANCE	2,207.89	41,387.42	115,000.00	73,612.58	36.0
55-40-640 MEMBERSHIP	.00	.00	200.00	200.00	.0
55-40-650 PROFESSIONAL SERVICES	.00	2,087.00	30,000.00	27,913.00	7.0
55-40-660 TRAVEL - TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
55-40-705 CAPITAL LEASE	6,764.69	20,597.41	82,000.00	61,402.59	25.1
55-40-710 CAPITAL EQUIPMENT	.00	.00	53,000.00	53,000.00	.0
55-40-804 SOFTWARE LICENSING	.00	402.00	3,000.00	2,598.00	13.4
55-40-846 CONTINGENCY EXP	.00	.00	33,033.00	33,033.00	.0
55-40-855 METHANE MONITORING	.00	1,850.00	7,200.00	5,350.00	25.7
55-40-900 BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
55-40-910 TRANSFERS OUT TO GF DUE TO/FRO	.00	.00	2,300,000.00	2,300,000.00	.0
55-40-951 TRANSFER OUT-WATER DUE TO/FROM	.00	.00	300,000.00	300,000.00	.0
TOTAL LANDFILL EXPENDITURES	103,698.88	701,305.47	4,318,136.00	3,616,830.53	16.2
TOTAL FUND EXPENDITURES	103,698.88	701,305.47	4,318,136.00	3,616,830.53	16.2
NET REVENUE OVER EXPENDITURES	5,807.00	87,536.54	(2,600,000.00)	(2,687,536.54)	3.4

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

FUND 57

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GARBAGE EXPENDITURES</u>						
57-40-100	PERSONNEL SERVICES	.00	146.21	.00	(146.21)	.0
	TOTAL GARBAGE EXPENDITURES	.00	146.21	.00	(146.21)	.0
	TOTAL FUND EXPENDITURES	.00	146.21	.00	(146.21)	.0
	NET REVENUE OVER EXPENDITURES	.00	(146.21)	.00	146.21	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

TRANSIT SERVICES FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
65-30-100 CONTRACT REVENUE	24,288.75	145,732.50	291,465.00	145,732.50	50.0
TOTAL REVENUE	24,288.75	145,732.50	291,465.00	145,732.50	50.0
TOTAL FUND REVENUE	24,288.75	145,732.50	291,465.00	145,732.50	50.0

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

TRANSIT SERVICES FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
65-40-100 PERSONNEL SERVICES	10,014.08	66,308.77	134,191.00	67,882.23	49.4
65-40-105 OVERTIME	.00	51.87	69.00	17.13	75.2
65-40-130 EMPLOYEE BENEFITS	4,005.11	23,016.31	54,911.00	31,894.69	41.9
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	.00	892.65	13,424.00	12,531.35	6.7
65-40-710 CAPITAL EQUIPMENT	2,210.00	2,210.00	55,000.00	52,790.00	4.0
65-40-910 TRANSFER OUT GF-ADMIN %	1,799.17	10,795.02	21,590.00	10,794.98	50.0
TOTAL EXPENDITURES	<u>18,028.36</u>	<u>103,274.62</u>	<u>291,465.00</u>	<u>188,190.38</u>	<u>35.4</u>
TOTAL FUND EXPENDITURES	<u>18,028.36</u>	<u>103,274.62</u>	<u>291,465.00</u>	<u>188,190.38</u>	<u>35.4</u>
NET REVENUE OVER EXPENDITURES	<u>6,260.39</u>	<u>42,457.88</u>	<u>.00</u>	<u>(42,457.88)</u>	<u>.0</u>

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

FORT HUACHUCA CONTRACTS

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

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

FORT HUACHUCA CONTRACTS

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

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTIONS AND TRANSFERS</u>					
80-39-910 TRANSFER IN FROM GENERAL FUND	5,000.00	30,000.00	60,000.00	30,000.00	50.0
80-39-923 TRANSFER IN ROAD USER FUND	8,333.33	49,999.98	100,000.00	50,000.02	50.0
TOTAL CONTRIBUTIONS AND TRANSFERS	13,333.33	79,999.98	160,000.00	80,000.02	50.0
TOTAL FUND REVENUE	13,333.33	79,999.98	160,000.00	80,000.02	50.0

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
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	13,333.33	79,999.98	.00	(79,999.98)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

FIRE PROTECTION & PREVENTION G

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT REVENUE</u>					
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
<u>CONTRIBUTIONS AND TRANSFERS</u>					
82-39-988 TRANSFER IN FROM ARPA	9,343.75	56,062.50	112,125.00	56,062.50	50.0
TOTAL CONTRIBUTIONS AND TRANSFERS	9,343.75	56,062.50	112,125.00	56,062.50	50.0
TOTAL FUND REVENUE	9,343.75	56,062.50	448,125.00	392,062.50	12.5

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

FIRE PROTECTION & PREVENTION G

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT EXPENDITURES</u>					
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	9,343.75	56,062.50	.00	(56,062.50)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

HOLIDAY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
86-30-200 HOLIDAY FUND DONATION	2,074.00	4,581.00	4,000.00	(581.00)	114.5
TOTAL REVENUE	<u>2,074.00</u>	<u>4,581.00</u>	<u>4,000.00</u>	<u>(581.00)</u>	<u>114.5</u>
TOTAL FUND REVENUE	<u>2,074.00</u>	<u>4,581.00</u>	<u>4,000.00</u>	<u>(581.00)</u>	<u>114.5</u>

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

HOLIDAY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HOLIDAY FUND EXPENDITURES</u>					
86-40-100 CHILDREN'S FUND GIFTS/FOOD	643.12	643.12	4,000.00	3,356.88	16.1
TOTAL HOLIDAY FUND EXPENDITURES	643.12	643.12	4,000.00	3,356.88	16.1
TOTAL FUND EXPENDITURES	643.12	643.12	4,000.00	3,356.88	16.1
NET REVENUE OVER EXPENDITURES	1,430.88	3,937.88	.00	(3,937.88)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

BACK TO SCHOOL FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
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 6 MONTHS ENDING DECEMBER 31, 2023

BACK TO SCHOOL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BACK TO SCHOOL EXPENDITURES</u>					
87-40-100 BACK TO SCHOOL PRGM EXPENSES	.00	.00	5,000.00	5,000.00	.0
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 6 MONTHS ENDING DECEMBER 31, 2023

AMERICAN RELIEF PROGRAM ACT

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>GRANT REVENUE</u>						
88-30-300	TRANSFER IN FROM FUND BALANCE	48,315.83	289,894.98	579,790.00	289,895.02	50.0
	TOTAL GRANT REVENUE	48,315.83	289,894.98	579,790.00	289,895.02	50.0
	TOTAL FUND REVENUE	48,315.83	289,894.98	579,790.00	289,895.02	50.0

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

AMERICAN RELIEF PROGRAM ACT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT EXPENDITURES</u>					
88-40-100 AUTHORIZED EXPENDITURES	.00	.00	467,665.00	467,665.00	.0
88-40-982 TRANSFER OUT TO FIRE PROT/PREV	9,343.75	56,062.50	112,125.00	56,062.50	50.0
TOTAL GRANT EXPENDITURES	9,343.75	56,062.50	579,790.00	523,727.50	9.7
TOTAL FUND EXPENDITURES	9,343.75	56,062.50	579,790.00	523,727.50	9.7
NET REVENUE OVER EXPENDITURES	38,972.08	233,832.48	.00	(233,832.48)	.0

TOWN OF HUACHUCA CITY

**American Relief Program
Act**



Funds Received

- We received \$579,790
- \$112,125 has been earmarked for fire protection (Class 6 Engine & Brush Hog)
- With few exceptions, the remaining \$467,665 can be used for any general fund expenditure



Requirements

- Reporting is required each year
- Must be obligated by Dec 2024
- Must be expended by Dec 2026



Proposed Projects

- **Pool Rehab \$125K**
- **Fire Alarm System in Activity Center \$11K**
- **Parking Lot Paving - RM**
- Re-cable Town Hall & move to VOIP
- Paint/patch exterior of Library, Act Ctr & interior of Town Hall
- New Carpet/Flooring at Library & Town Hall

- A/V System in Council Chambers
- New tables/chairs/blinds & refrigerator at Com. Ctr
- *Rehab/Replace benches & Picnic Tables @ Hunt Park
- Keeline Park Rehab
- Splash Pad
- Dog Park



HUNT PARK

- \$50K has been allocated from GF for Hunt Park upgrades.
 - *Basketball Half Court \$20K*
 - *Bathrooms - unknown*
 - *Water Fountain – in house*
- Likely not enough
- Earmark some additional funds from ARPA (if allowed) to cover short fall



OTHER PROJECTS IDENTIFIED

- Laptops/Docking Stations – *purchase with GF \$ FY24*
- Road Grader – *HURF money FY25*
- Tennis Court Resurfacing & Net – *ARRP Grant*
- Sidewalk on corner of School & Gila – *HURF FY25*
- Thermal paint crosswalks/stop bars in the Town – *HURF FY25*
- Kitchen in Senior Center – *Community Dev. Grant*
- Covered parking with Solar & Charging Station
- GIS System
- New Bus – *can be purchased with 5311 funds FY26*



COUNCIL ACTION

Option 1: Direction to proceed with projects as listed

Option 2: Direction to proceed with top 3 (and/or other projects) & come back with firmer numbers to prioritize remaining projects

Option 3: Schedule Work Session to determine priorities

TOWN OF HUACHUCA CITY

POLICE CHIEF HIRING PROCESS



OVERVIEW

- Advertise – Website & Herald
- Selection Process
 - must be AZ Post Certified
 - familiarity with region a plus
 - leadership roles
 - Background done by County
- Appointment by Council



SELECTION PROCESS

- Resume Review – for minimum qual and then scored based on preset criteria
- Oral Board – LE/Admin/Specific; 3-4 board members; scenarios
- Interview with Town Manager - scored



FINAL STEP

Applicant with the highest total score will be presented to council for appointment.



Grants to make communities livable for people of all ages
aarp.org/CommunityChallenge

2024 AARP Community Challenge

*A grant program to make communities **more livable** for people of all ages with **tangible improvements** that jump-start long-term change*

AARP invites you to submit applications for quick-action projects that can help your community become more livable for all residents, especially those age 50 and over.

Applications must be submitted through aarp.org/communitychallenge and are due by March 6, 2024, 5:00 p.m. ET / 2:00 p.m. PT.

All projects must be completed by December 15, 2024.

AARP LIVABLE COMMUNITIES

AARP Livable Communities supports the efforts of neighborhoods, towns, cities and counties nationwide to become more livable for all. We believe that communities should provide safe, walkable streets; affordable and accessible housing and transportation options; access to needed services; and opportunities for residents, especially those age 50 and older, to participate in civic and community life.

AARP has offices in every state, the District of Columbia, Puerto Rico and the U.S. Virgin Islands, and is working with local leaders in the more than 800 communities that are part of the [AARP Network of Age-Friendly States and Communities](#). Our vision is for a future in which all communities—urban, suburban and rural—are great for people of all ages.

AARP COMMUNITY CHALLENGE

It takes time to build great communities, but quick actions and tangible improvements can help spark long-term progress. To support this, in 2017 AARP launched the AARP Community Challenge to fund projects that build momentum for change.

Since then, the AARP Community Challenge has invested \$16.4 million through 1,370 grants that have demonstrated the ability to:

- Improve communities with **tangible changes**
- Leverage **additional funds** and support from public, private and philanthropic funders
- Advance change and **overcome policy barriers**
- Lead to new relationships and greater **awareness and engagement** with the effort

AARP is currently soliciting applications for 2024 funding. Applications are due by March 6, 2024, 5:00 p.m. ET / 2:00 p.m. PT, and all projects must be completed by December 15, 2024.

Applications must be submitted through aarp.org/communitychallenge. See Attachment A for the sample application.

GRANT OPPORTUNITY AREAS

In 2024, the AARP Community Challenge is accepting applications across three different grant opportunities. Each opportunity will receive a consistent approach to scoring (see the **Scoring** section below).

➤ **Flagship Grants**

In AARP's flagship Community Challenge grant program, grants have ranged from *several hundred* dollars for smaller, short-term activities to *tens of thousands* of dollars for larger projects. Since 2017, AARP has funded projects ranging from \$500 to \$50,000 with an average grant amount of \$11,900 (83% of grants have been under \$20,000). AARP also reserves the right to award compelling projects of any dollar amount. We are accepting applications for projects that benefit residents (especially those age 50 and older) in the following categories:

- Creating vibrant **public places** that improve open spaces, parks and access to other amenities;
- Delivering a range of **transportation** and mobility options that increase connectivity, walkability, bikeability and access to public and private transit;
- Supporting a range of **housing** options that increases the availability of accessible and affordable choices;
- Increasing **digital connections** by expanding high-speed internet and enhancing digital literacy skills of residents;
- Supporting **community resilience** through investments that improve disaster management, preparedness and mitigation for residents;
- Improving **community health and economic empowerment** to support residents' financial well-being and improve health outcomes.

➤ **Capacity-Building Microgrants**

Combining \$2,500 grants with additional resources, *such as webinars, cohort learning opportunities, up to two hours of one-on-one coaching with leading national organizations and AARP publications*, this grant opportunity will accept applications for projects that benefit residents (especially those age 50 and older) in the following categories:

- **NEW! Bike Audits** – Implement bike audit assessments to enhance safety and bikeability in communities (especially for people age 50-plus), with support from [*League of American Bicyclists*](#) and using the [*AARP Bike Audit Tool Kit*](#).
- **NEW! HomeFit® Modifications** – Implement education, simple home modifications and/or easy home safety and accessibility solutions to make “lifelong homes” (especially for people age 50-plus), with support from [*RL Mace Universal Design Institute*](#) and using the [*AARP HomeFit® Guide*](#).

- **Walk Audits** – Implement walk audit assessments to enhance safety and walkability in communities (especially for people age 50-plus), with support from *America Walks* and using the *AARP Walk Audit Tool Kit*.

➤ **Demonstration Grants**

Supporting demonstration efforts that encourage replication of promising local efforts, this grant opportunity will accept applications for projects that benefit residents (especially those age 50 and older). While there is not a defined budget range for this category, similar projects tend to fall between \$10,000-\$20,000 and will not exceed \$50,000. Applications will be accepted in the following categories:

- **NEW!** Enhancing **digital connectivity to prepare and respond to disasters** for residents (especially those age 50-plus), the importance of which is discussed in the *AARP Disaster Resilience Tool Kit*.
- **NEW!** Facilitating **equitable engagement to reconnect communities** that have been divided by infrastructure (with a focus on people age 50-plus), as highlighted in AARP’s award-winning *Before the Highway* article series.
- Implementing **housing choice design competitions** that increase community understanding of the benefits of a variety of housing options including accessory dwelling units, Missing Middle Housing, tiny homes and other housing solutions (especially for people age 50-plus), and encourage implementation of policies that enable greater choice in housing.

See **Attachment C** for examples from previous AARP Community Challenge funded projects.

Eligible Organizations may apply for more than one grant opportunity and may submit multiple applications.

ELIGIBILITY

Each project must satisfy the guidelines as described in the **GRANT OPPORTUNITY** section above and the following Organization Type, Mission Focus and Project Type criteria to be eligible:

- **ORGANIZATION TYPE:** The program is open to the following types of organizations:
 - **501(c)(3), 501(c)(4) and 501(c)(6) nonprofits** (*Nonprofit organizations must be recognized by the IRS to receive funds.*)
 - **Government entities**
 - **Other types** of organizations considered on a case-by-case basis. (*Funds will not be provided to any for-profit company, nor individuals. However, AARP does allow for IRS recognized 501(c)(3), 501(c)(4) and 501(c)(6) tax-exempt nonprofit organizations or government entities to serve as fiscal sponsors of grants.*)
- **MISSION FOCUS:** AARP will evaluate each project based on its consistency with the AARP mission to serve the needs of people 50-plus.
- **PROJECT TYPE:** AARP Community Challenge grants may be used to support three project types. Project types described below will be prioritized over those that support ongoing programming or events.
 - **Permanent physical improvements** in the community
 - **Temporary demonstrations** that lead to long-term change
 - **New, innovative programming** pilots or services

PROJECTS THAT ARE INELIGIBLE

The following projects are **NOT** eligible for funding:

- Partisan, political or election-related activities
- Planning activities and assessments and surveys of communities without tangible engagement
- Studies with no follow-up action
- Publication of books or reports
- Acquisition of land and/or buildings
- Purchase of a vehicle (such as a car or truck)
- Sponsorships of other organizations' events or activities
- Research and development for a nonprofit endeavor
- Research and development for a for-profit endeavor
- The promotion of a for-profit entity and/or its products and services

SCORING

Eligible projects will be assessed on:

- **IMPACT (45 points)** – The project addresses a clear need that brings positive change and demonstrates the ability to overcome barriers and accelerate, grow and/or sustain the community's efforts to become more livable for residents (especially those age 50 and older).
- **EXECUTION (30 points)** – Applicants demonstrate capacity to deliver the AARP Community Challenge project on time and within the awarded budget, effectively engage residents and key stakeholders, and leverage volunteers (especially those age 50 and older) in the execution.
- **ADDRESSING DISPARITIES (15 points)** – The project addresses disparities for people of color and/or other historically marginalized groups, including community members of all ages (especially those age 50 and older), abilities, incomes, races, ethnicities, sexual orientations, gender identities and other backgrounds.
- **INNOVATION (10 points)** – The project demonstrates creativity or unique design or engagement elements which will contribute to its impact on residents (especially those age 50 and older).

APPLICATION REQUIREMENTS

- Applicants must meet the eligibility requirements.
- Applications must be submitted through AARP.org/CommunityChallenge with all pertinent information by March 6, 2024, 5:00 p.m. ET / 2:00 p.m. PT.
- Late or incomplete applications will not be reviewed.

GRANT SELECTION

Grant recipients will be selected by an AARP panel of experts on aging, community development and livable communities. Projects will be judged on the degree to which their goals make an immediate change that leads to longer-term impact and meet all other selection criteria.

GRANT SELECTION NOTIFICATION

Grant recipients and unselected applicants will be notified by email in May 2024. Selected applicants must execute and email a binding Memorandum of Understanding and completed vendor forms to AARP by June 12, 2024. Noncompliance with this deadline may result in disqualification or delayed funding.

2024 TIMELINE

Dates	Key Activity
March 6, 2024, 5:00 p.m. ET / 2:00 p.m. PT	Deadline for applications.
Mid-May, 2024	Selected and non-selected applicants will be notified of their status via email.
June 12, 2024	Deadline for MOU (memorandum of understanding) and vendor forms to be completed and returned by selected applicants to AARP.
June 26, 2024 (tentative)	Public announcement of selected grantees to public and date upon which projects can begin.
December 15, 2024	Deadline for project completion.
December 31, 2024	Deadline for After-Action Report.

ADDITIONAL OPPORTUNITIES

An Opportunity for Other Possible AARP Funding:

By submitting a proposal for the AARP Community Challenge initiative, you and your organization give AARP permission to reach out to you and others at your organization about other possible AARP funding opportunities that your proposal may be eligible for based on the AARP Community Challenge criteria. However, please note that AARP is not obligated in any way to consider your proposal for any additional AARP funding.

Note Regarding Other Potential Funders:

AARP might be contacted by other potential funders that could be interested in funding projects that were not

funded through the AARP Community Challenge. The potential funders may have additional process steps and funding requirements than those of the AARP Community Challenge. If requested, AARP would like to send your contact information, organization name and a short description of the proposal, including the community where the project would take place ("Project Information"). Please note that these projects will be subject to any potential funder's own terms, conditions and review. Please indicate in your application whether or not you give permission to AARP to share your Project Information with other potential funders. We will alert you before this Project Information is given to potential funders.

SUBMISSION TERMS AND CONDITIONS

If you submit this application, you agree on behalf of yourself and your organization to release AARP and its affiliates and their respective officers, directors, employees, contractors, agents and representatives from all liability associated with submission and evaluation of your organization's application.

By submitting an application to AARP, the applicant agrees that:

- The decisions of AARP regarding the eligibility of applicants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP, whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend the award.
- All projects and applications shall not violate any third-party rights.
- Except where prohibited by law, participation in the AARP Community Challenge constitutes the Applicant's consent to AARP's use of the organization's name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant's representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration.
- For the *Flagship* or the *Demonstration Grant*, the organization agrees to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the execution of the grant.
- For the *Capacity-Building Microgrant*, the organization agrees to carry and maintain comprehensive general liability insurance in an amount that's appropriate to cover the potential liability of the project as determined by the organization.
- All promotional materials (such as newsletters, press releases), events and signage related to the funded project will include a statement indicating that support was received from AARP.

- The organization is required to capture photos of the project and is encouraged to capture video. As the organization captures photos and video of the project, if an identifiable individual appears in the photos and/or videos, the organization is responsible for having him/her sign the AARP General Release (this document will be provided to grantees with the MOU and other required paperwork). In addition, the organization should not include any element in photos or videos provided to AARP that may violate third party rights such as artwork and trademarks in text and logo other than those owned by the organization and AARP. The organization should be prepared to send work in progress photos to AARP upon request. Following the grant period, grantees are required to respond to periodic requests for updates from AARP.
- The submission of the After-Action Report at the conclusion of the project is required by the deadline. Failure to submit the required report will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.
- AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

ENDO INTERNATIONAL plc, *et al.*,

Debtors.¹

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

**JOINT (I) BALLOT FOR VOTING TO ACCEPT OR REJECT THE SECOND
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ENDO
INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS AND (II) PROXY FOR
VOTING ON SCHEME OF ARRANGEMENT OF ENDO INTERNATIONAL PLC**

CLASS 6(B) – LOCAL GOVERNMENT OPIOID CLAIMS

**IF YOU ARE A HOLDER OF A CLASS 6(B) LOCAL GOVERNMENT OPIOID CLAIM,
PLEASE NOTE THE FOLLOWING IMPORTANT POINTS:**

- **SUBMITTING A BALLOT DOES NOT AFFECT YOUR ABILITY TO PARTICIPATE IN YOUR STATE OR TERRITORY'S OPIOID ABATEMENT PROGRAMS, INCLUDING IN SUCH PROGRAMS FUNDED FROM THE PUBLIC OPIOID TRUST, TO THE EXTENT APPLICABLE TO LOCAL GOVERNMENTS.**
- **ONLY HOLDERS OF CLASS 6(A) STATE OPIOID CLAIMS THAT VOTE IN FAVOR OF THE PLAN WILL BE ABLE TO PARTICIPATE IN THE PUBLIC OPIOID TRUST.**
- **PLEASE REVIEW THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS AND OPTIONS BEGINNING AT ITEM 2 OF THIS BALLOT PRIOR TO DECIDING WHETHER TO OR HOW TO VOTE ON THE PLAN.**

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE EMAIL THE SOLICITATION AGENT AT ENDOINFO@RA.KROLL.COM (WITH "ENDO SOLICITATION INQUIRY" IN THE SUBJECT LINE) OR CALL THE SOLICITATION AGENT AT: (877) 542-1878 (U.S. / CANADA, TOLL-FREE); +1 (929) 284-1688 (INTERNATIONAL, TOLL). YOU MAY ALSO CONTACT THE

¹ The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 1400 Atwater Dr, Malvern PA 19355.



**OPIOID CLAIMANTS' COMMITTEE WITH ANY QUESTIONS AT
ENDOCREDITORINFO@AKINGUMP.COM.**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THIS BALLOT. THIS BALLOT IS BEING SENT TO YOU
TO SOLICIT YOUR (I) VOTE ON THE DEBTORS' PLAN OF REORGANIZATION
AND APPOINT A SPECIAL PROXY TO VOTE ON THE SCHEME OF
ARRANGEMENT AND (II) ELECTION WITH RESPECT TO CERTAIN RELEASES
CONTAINED IN ARTICLE X OF THE DEBTORS' PLAN OF REORGANIZATION.**

**IF YOU ARE A HOLDER OF AN ALLOWED CLASS 6(B) LOCAL GOVERNMENT
OPIOID CLAIM, PLEASE COMPLETE, EXECUTE, AND RETURN THIS BALLOT SO
THAT IT IS ACTUALLY RECEIVED BY KROLL RESTRUCTURING
ADMINISTRATION LLC (THE "SOLICITATION AGENT" OR "KROLL") BY OR
BEFORE 4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024
(THE "VOTING DEADLINE"). DO NOT RETURN THIS BALLOT TO THE
DEBTORS.**

**IF THE DEBTORS' PLAN OF REORGANIZATION IS CONFIRMED BY THE
BANKRUPTCY COURT AND THE DEBTORS' SCHEME OF ARRANGEMENT IS
SANCTIONED BY THE HIGH COURT OF IRELAND, BOTH WILL BE BINDING ON
YOU WHETHER OR NOT YOU HAVE VOTED TO ACCEPT OR REJECT EITHER
ONE. IF YOU DO NOT MAKE THE PROPER ELECTION WITH RESPECT TO
CERTAIN RELEASES CONTAINED IN ARTICLE X OF THE DEBTORS' PLAN OF
REORGANIZATION, THE RELEASES WILL BE BINDING ON YOU.**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE,
OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN
THE MATERIALS ENCLOSED WITH THIS BALLOT.**

Endo International plc ("Endo Parent") and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") are soliciting votes to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*, dated January 9, 2024 [Docket No. 3535] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Plan")² as set forth in the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors*, dated January 16, 2024 [Docket No. 3554] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Bankruptcy Court has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on January 12, 2024 [Docket No. 3549] (the "Disclosure Statement Order").

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan, Disclosure Statement, Disclosure Statement Order, Scheme Circular (each as defined herein), or the Solicitation and Voting Procedures (as defined in the Disclosure Statement Order), as applicable.



Entry of the Disclosure Statement Order does not indicate approval of the Disclosure Statement on a final basis or confirmation of the Plan by the Bankruptcy Court.

Endo Parent is concurrently proposing a “scheme of arrangement” under Part 9 of the Irish Companies Act 2014 (the “Scheme”) which will implement certain terms of the Plan in Ireland and affects your rights. The High Court of Ireland (the “Irish High Court”) has approved a Scheme Circular (the “Scheme Circular”) describing the terms of the Scheme, including who it applies to, how it interacts with the Plan, and how to vote to approve or reject the Scheme. Votes in respect of the Scheme will be cast at the Scheme Meetings, which will be held on March 7, 2024, as set out in the Scheme Circular and the Notices of the Scheme Meetings.

You are receiving this Ballot because our records indicate that you are, as of the Voting Record Date (close of business on January 2, 2024), a holder of a Class 6(B) Local Government Opioid Claim against the Debtors. Accordingly, you have the right to (i) vote to accept or reject the Plan, (ii) vote at the relevant Scheme Meeting (in person or by proxy) to accept or reject the Scheme, and (iii) if applicable, make an election (the “Release Election”) regarding the Non-GUC Releases contained in Section 10.3 of the Plan (the “Releases”) as provided in Item 2 below on account of your Class 6(B) Local Government Opioid Claim. You may submit a vote in respect of the Plan, submit a proxy in respect of the Scheme, and make your Release Election as provided at Item 2 below.

You are only required to vote once in respect of the Plan and the Scheme, and you may use this Ballot to submit both a vote in respect of the Plan and a proxy in respect of the Scheme.

For the purpose of the Scheme, the Voting Record Date for General Unsecured Scheme Creditors will be February 22, 2024 (the Voting Deadline under the Plan) (the “General Unsecured Scheme Voting Record Date”). As indicated above, you have received this Ballot and the accompanying Solicitation Package because our records indicate that you are, as of the Voting Record Date under the Plan, a holder of a Class 6(B) Local Government Opioid Claim and therefore are a General Unsecured Scheme Creditor. If you transfer or assign your Claim between the Voting Record Date and the General Unsecured Scheme Voting Record Date, you will not be entitled to attend or vote at the General Scheme Creditors’ Meeting. You will remain entitled to vote on the Plan if you are a holder of a Class 6(B) Local Government Opioid Claim as of the Voting Record Date under the Plan. You should submit your vote in respect of the Plan in accordance with the Solicitation and Voting Procedures, but any vote in relation to the Scheme will not be counted for purposes of the Scheme to the extent there has been a valid transfer or assignment of the applicable Claim prior to the General Unsecured Scheme Voting Record Date.

The transferee or assignee of a relevant Claim transferred or assigned after the Voting Record Date, but prior to the General Unsecured Scheme Voting Record Date, will be entitled to vote on the Scheme at the General Scheme Creditors’ Meeting, and to receive any distribution or consideration in respect of that relevant Claim. In order to do so, the transferee or assignee should contact the Solicitation Agent at endoballots@ra.kroll.com to request and obtain a Scheme Voting Form.



IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 6(B)

As described in more detail in the Disclosure Statement and the Plan, if the Plan is confirmed and the Effective Date occurs, each holder of an Allowed Class 6(B) Local Government Opioid Claim shall receive the following treatment:

On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, holders of Local Government Opioid Claims shall be eligible to receive distributions from their respective State in accordance with such State's opioid abatement programs, subject to the laws and agreements of such State and such State's opioid abatement programs. For the avoidance of doubt, the treatment provided with respect to this Class 6(B) shall not prevent any Local Government from participating in its respective State's opioid abatement programs as provided by and in accordance with applicable State law and agreements, regardless of whether such Local Government filed a Local Government Opioid Claim and/or voted to accept or reject the Plan.

PLEASE SEE EXHIBIT A FOR IMPORTANT INFORMATION REGARDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN.

If you are the holder of a Class 6(B) Local Government Opioid Claim (and are entitled to vote) as of the Voting Record Date, please use this Ballot to (i) cast your vote to (a) accept or reject the Plan, and (b) appoint the Chairperson of the Scheme Meetings as a special proxy to submit an equivalent vote on your behalf to accept or reject the Scheme, and (ii) if applicable, make your Release Election. This Ballot may not be used for any other purpose. If you (i) wish to submit a proxy to vote on the Scheme differently to the vote you are submitting in relation to the Plan, (ii) wish to vote on the Plan but do not wish to vote on the Scheme, (iii) wish to appoint someone other than the Chairperson as your proxy for the purpose of the relevant Scheme Meeting, or (iv) wish to attend the relevant Scheme Meeting and vote in person, you must obtain a Scheme Voting Form from the Solicitation Agent by emailing endoballots@ra.kroll.com with a reference to "Endo Scheme Voting Form" in the subject line.

If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or any information thereon is incorrect, please contact the Solicitation Agent immediately at the address or telephone number set forth below.

Your rights are described in the Disclosure Statement and Scheme Circular, which, along with the Plan, Scheme, Disclosure Statement Order, a letter from the Opioid Claimants' Committee (the "OCC Letter"), and certain other materials, can be accessed electronically using the instructions provided in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors' Solicitation Agent, Kroll Restructuring Administration LLC, by: (a) calling the Solicitation Agent at (877) 542-1878 (U.S. / Canada, toll-free) or +1 (929) 284-1688 (International, toll); (b) visiting the Debtors' case website at <https://restructuring.ra.kroll.com/Endo> (the "Case Website") and contacting the Solicitation Agent via the "Live Chat" feature at the "Info Center" panel of the landing page; (c) contacting the Solicitation Agent by mail at Endo Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; or



(d) emailing endoinfo@ra.kroll.com with "Solicitation Package request" in the subject line. You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

You should review the Disclosure Statement, the Scheme Circular, the Scheme, the Plan, and the OCC Letter before you vote. You may wish to seek legal advice concerning the Plan, the Scheme, and the classification and treatment of your Claim. Your Claim has been placed in Class 6(B) (Local Government Opioid Claims) under the Plan. You must use only this Ballot for all the Class 6(B) Local Government Opioid Claims you wish to vote, and you must vote either (i) to accept the Plan and the Scheme as to all such Claims or (ii) to reject the Plan and the Scheme as to all such Claims. Except as set forth in the immediately preceding sentence, if you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan, (b) provides that at least one Impaired Class accepts the Plan without including the votes of insiders in accordance with section 1129(a)(10) of the Bankruptcy Code, and (c) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. If you opt out of granting the Releases, the Releases will not be binding on you.

The Irish High Court can sanction the Scheme if the Scheme is approved by Scheme Creditors representing at least 75% by value and a majority in number of those voting (either in person or by proxy) at each Scheme Meeting. If the Scheme is sanctioned by the Irish High Court, it will be binding on all Scheme Creditors whether or not they vote or affirmatively vote to reject the Scheme.

To have your vote counted, you must complete, sign, and return this Ballot so that it is actually received by the Solicitation Agent by or before the Voting Deadline.

ITEM 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date (close of business on January 2, 2024), the undersigned was the holder of Class 6(B) Local Government Opioid Claims against the Debtors in the following aggregate unpaid principal amount. **Please note that, except as otherwise set forth in the Disclosure Statement Order, for purposes of tabulating your vote on the Plan, regardless of the amount set forth below, each Claim in Class 6(B) will be allowed and tabulated in the amount of \$1.00 on a non-priority, unsecured basis for voting purposes only, and not for distribution, allowance, or any other purpose.**

\$1.00



For purposes of voting on the Scheme, you may be requested to provide additional supporting documents to substantiate the value of your Claim for voting purposes. If the Chairperson is not satisfied that the documents provided support your Claim, the Chairperson may exercise its discretion to (i) admit your Claim for an alternative amount which appears to be supported by the evidence provided, (ii) admit the Claim for \$1.00, or (iii) reject the Claim, in each case, for voting purposes only.

ITEM 2. Vote on the Plan and the Scheme and Release Election.

IMPORTANT INFORMATION REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT IN EXHIBIT A. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

How you vote on the Plan will govern your Release Election options. Please read carefully the following three options:

- (1) If you vote to accept the Plan, you will be deemed to consent to the Releases. You may not opt out of granting the Releases if you accept the Plan.
- (2) If you vote to reject the Plan, you will be deemed to have opted out of granting the Releases. Nevertheless, you may affirmatively OPT IN to grant the Releases. You may indicate this election by checking the appropriate box below.
- (3) If you abstain from voting on the Plan, you will be deemed to consent to the Releases. You may affirmatively OPT OUT of granting the Releases by checking the appropriate box below.

PLEASE BE ADVISED THAT IF YOU FAIL TO RETURN THIS BALLOT, THEN YOU WILL BE DEEMED TO CONSENT TO GRANT THE RELEASES IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS. IF YOU ARE ABSTAINING FROM VOTING ON THE PLAN AND DO NOT WISH TO GRANT THE RELEASES, YOU MUST AFFIRMATIVELY CHECK THE APPROPRIATE BOX BELOW TO OPT OUT OF THE RELEASES.

PLEASE ALSO BE ADVISED THAT ARTICLE X OF THE PLAN CONTAINS THE DEBTOR RELEASES, NON-GUC RELEASES, GUC RELEASES, EXCULPATION, PLAN INJUNCTION, AND CHANNELING INJUNCTION. IF YOU OBJECT TO ANY OF THE RELEASE, EXCULPATION, OR INJUNCTION PROVISIONS CONTAINED IN ARTICLE X OF THE PLAN, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

The holder of the Class 6(B) Local Government Opioid Claim against the Debtors set forth in Item 1 above seeks to:



<i>CHECK BOX(ES) IN ONE ROW ONLY</i>	
<input type="checkbox"/> ACCEPT (vote FOR) the Plan and to appoint the Chairperson as special proxy to vote in favor of the Scheme at the relevant Scheme Meeting and any adjournment thereof.	
<input type="checkbox"/> REJECT (vote AGAINST) the Plan and to appoint the Chairperson as special proxy to vote against the Scheme at the relevant Scheme Meeting and any adjournment thereof.	<input type="checkbox"/> If you are voting to REJECT the Plan, check this box to OPT IN to grant the Releases contained in <u>Section 10.3</u> of the Plan.
<input type="checkbox"/> ABSTAIN from voting on the Plan.	<input type="checkbox"/> If you are ABSTAINING from voting on the Plan, check this box to OPT OUT of granting the Releases contained in <u>Section 10.3</u> of the Plan.

Any Ballot that is executed by the holder of a Claim, but that indicates both an acceptance and a rejection of the Plan and the Scheme, or does not indicate either an acceptance or rejection of the Plan and the Scheme, will not be counted.

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN AND THE SCHEME.

ITEM 3. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) either the undersigned is: (i) the holder of the Class 6(B) Local Government Opioid Claims being voted; or (ii) an authorized signatory for a person or entity that is a holder of the Class 6(B) Local Government Opioid Claims being voted, and, in either case, has the full power and authority to vote to accept or reject the Plan and the Scheme and make the Release Election with respect to the Claims identified in Item 1 above;
- (b) the undersigned asserts a claim against Endo Parent and is entitled to vote to accept or reject the Scheme;
- (c) the undersigned has received access to an electronic copy of the Disclosure Statement, the Scheme Circular and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (d) the undersigned has cast the same vote with respect to all of its Class 6(B) Local Government Opioid Claims; and



- (e) no other Ballots with respect to the amount of the Class 6(B) Local Government Opioid Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

Name of holder: Huachuca City Admin Office
(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____
(If other than a holder)

Title: _____

Address: _____

Date Completed: _____

Email Address: _____

No fees, commissions, or other remuneration will be payable to any person for soliciting votes on the Plan or the Scheme.

If your address or contact information has changed, please note the new information here.

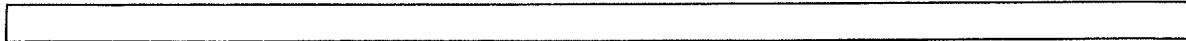
YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

IF YOU DO NOT INTEND TO SUBMIT ELECTRONICALLY, PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY BY FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY IN THE PROVIDED RETURN ENVELOPE TO:

Endo Ballot Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

If you plan to hand-deliver your Ballot to Kroll's office, please email Endoballots@ra.kroll.com with "Endo Ballot Submission" in the subject line at least twenty-four (24) hours in advance of your arrival at the Kroll address above to arrange delivery.





THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY OR BEFORE:

4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024.

BALLOTS SENT BY FACSIMILE, TELECOPY, OR OTHER ELECTRONIC MEANS (OTHER THAN THROUGH THE SOLICITATION AGENT’S ONLINE PORTAL IN ACCORDANCE WITH THE BELOW) WILL NOT BE ACCEPTED.

To submit your Ballot electronically via the Solicitation Agent’s E-Ballot online portal (“Online Portal”), please visit <https://restructuring.ra.kroll.com/Endo/EBallot-Home> or scan the QR Code provided in your Solicitation Package and click on the “Submit E-Ballot” link on the Case Website and follow the instructions provided within the E-Ballot platform to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#: BXEL-6Y1V-HRY2-LTZF

The Solicitation Agent’s Online Portal is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by telecopy, facsimile, email, or other electronic means of transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your E-Ballot. Please complete and submit an E-Ballot for each Unique E-Ballot ID# you receive, as applicable.

Holders who cast a Ballot using the Solicitation Agent’s Online Portal should **NOT** also submit a paper Ballot.

Class 6(B) – Local Government Opioid Claims

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan or Disclosure Statement Order, as applicable.
2. To ensure that your Ballot is counted, you ***must either***: (a) complete and submit this hard copy Ballot or (b) vote through the Solicitation Agent’s Online Portal at <https://restructuring.ra.kroll.com/Endo/EBallot-Home>. Ballots will not be accepted by facsimile, telecopy or other electronic means (other than through the Online Portal).
3. **Use of Hard Copy Ballot**. To ensure that your vote is counted, you **must** complete this Ballot and take the following steps: (a) make sure that the information required in Item 1



- above has been inserted as \$1.00; (b) clearly indicate your decision either to accept or reject the Plan and Scheme in the boxes provided in Item 2 above; (c) if applicable, make the Release Election in Item 2 above; (d) provide the information required by Item 3 above; and (e) sign, date and return an original of your Ballot to the Kroll address set forth above by regular mail, overnight courier, or hand delivery or in the enclosed pre-addressed envelope.
4. **Use of the Online Portal.** To ensure that your E-Ballot is counted, please follow the instructions found at <https://restructuring.ra.kroll.com/Endo/EBallot-Home>. You will need to enter your Unique E-Ballot ID# indicated on your Ballot. The Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile, electronic mail, or other electronic means (other than through the Online Portal).**
 5. **Alternative Methods of Voting on the Scheme Only.** If you (i) wish to submit a proxy to vote on the Scheme differently to the vote you are submitting in relation to the Plan, (ii) wish to vote on the Plan but do not wish to vote on the Scheme, (iii) wish to appoint someone other than the Chairperson as your proxy for the purpose of the relevant Scheme Meeting, or (iv) wish to attend the relevant Scheme Meeting and vote in person, you must obtain a Scheme Voting Form from the Solicitation Agent by emailing endoballots@ra.kroll.com with a reference to “Endo Scheme Voting Form” in the subject line.
 6. Solely with respect to holders of Claims in Classes 6(A)-(C), if any attorneys (i) represent more than five (5) such holders, and (ii) find it onerous to timely submit separate Ballots on behalf of such holders, such attorneys should contact the Solicitation Agent using the contact information provided herein to discuss accommodations to facilitate the simultaneous transmission of multiple votes.
 7. If the transferee or assignee of a relevant Claim transferred or assigned after the Voting Record Date, but prior to the General Unsecured Scheme Voting Record Date, wishes to vote on the Scheme, they should contact the Solicitation Agent at endoballots@ra.kroll.com to request and obtain a Scheme Voting Form.
 8. If a Ballot is received by the Solicitation Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
 - any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - any Ballot cast by or on behalf of a person or entity that does not hold a Claim in one of the Voting Classes as of the Voting Record Date;
 - any Ballot cast for a Claim that is not listed on the Schedules, or that is scheduled at zero, in an unknown amount, or, in whole or in part, as unliquidated, contingent, or disputed, and for which no Proof of Claim was timely filed;



- any Ballot that (a) is properly completed, executed and timely submitted, but does not indicate an acceptance or rejection of the Plan or an abstention from voting on the Plan, (b) indicates both an acceptance and rejection of the Plan or either or both of the foregoing and an abstention from voting on the Plan, or (c) partially accepts and partially rejects the Plan;
 - any Ballot submitted by facsimile, electronic mail, or other unauthorized electronic transmission (other than through the Online Portal);
 - any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Solicitation Agent), any indenture trustee, or the Debtors' financial or legal advisors;
 - any unsigned Ballot; and/or
 - any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.
9. For purposes of voting on the Scheme, the Chairperson shall have discretion to accept Scheme Voting Forms or Ballots received after the Voting Deadline but is not required to do so. Scheme Creditors should refer to the Scheme Circular for further information regarding voting at the Scheme Meetings.
 10. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made to the Solicitation Agent only when the Solicitation Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that holders use an overnight or hand delivery service. However, to ensure timely delivery, submission via the Online Portal is strongly recommended. In all cases, holders should allow sufficient time to assure timely delivery.
 11. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last properly completed, valid Ballot timely received will supersede and revoke any earlier received Ballots.
 12. You must vote all of your Claims within a particular Class either to accept or reject the Plan and Scheme and may not split your vote. Further, if a holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes.
 13. The Ballot is not a letter of transmittal and may not be used for any purpose other than to (i) vote to accept or reject the Plan, and (ii) vote to appoint the Chairperson as a special proxy to submit an equivalent vote to accept or reject the Scheme, and (iii) if applicable, make your Release Election. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.



14. This Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim or Interest (except to the extent set out at Item 3(b) in relation to the entitlement to vote and be party to the Scheme).
15. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from what is set forth on the attached mailing label or if no such mailing label is attached to the Ballot. For the avoidance of doubt, an attorney representing any clients who are holders of Claims in Classes 4(B)-(F), 6(A)-(C), 7(A)-(E), and 8-12 may execute and submit a Ballot on behalf of each such client for such Claims so long as the attorney has the authority under applicable law to vote to accept or reject the Plan (and make Release Elections), and grant a special proxy to the Chairperson of the Scheme Meetings, on behalf of each such client.
16. If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot you received.

PLEASE RETURN YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE EMAIL THE SOLICITATION AGENT AT ENDOINFO@RA.KROLL.COM (WITH "ENDO SOLICITATION INQUIRY" IN THE SUBJECT LINE) OR CALL THE SOLICITATION AGENT AT:
(877) 542-1878 (U.S. / CANADA, TOLL-FREE);
+1 (929) 284-1688 (INTERNATIONAL, TOLL).**

YOU MAY ALSO CONTACT THE OPIOID CLAIMANTS' COMMITTEE WITH ANY QUESTIONS AT ENDOCREDITORINFO@AKINGUMP.COM.

IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT BY OR BEFORE THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024, THEN YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.

NO PERSON HAS BEEN AUTHORIZED BY THE DEBTORS TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, ON BEHALF OF THE DEBTORS, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.



EXHIBIT A¹**RELEASE, EXCULPATION, AND INJUNCTION
PROVISIONS CONTAINED IN THE PLAN****ARTICLE I****DEFINED TERMS**

“Additional Opioid Excluded Parties” means (a) the Co-Defendants; and (b) any distributor, manufacturer, or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, Canadian First Nations, and Canadian Municipalities, Canadian Opioid Products. The Additional Opioid Excluded Parties shall be deemed Excluded Parties solely with respect to the Releases granted or deemed to be granted, as applicable, by the Specified Opioid Claimant Releasing Parties; *provided, that*, for the avoidance of doubt, the Additional Opioid Excluded Parties shall not be Excluded Parties with respect to the Releases granted or deemed to be granted by any Non-GUC Releasing Party other than the Specified Opioid Claimant Releasing Parties or any GUC Releasing Party.

“Excluded Parties” means (a) the McKinsey Parties; (b) the Arnold & Porter Parties; (c) any of the Debtors’ current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, the Canadian First Nations, and the Canadian Municipalities, Canadian Opioid Products (in each case of clauses (a), (b), and (c)), excluding the Debtors’ (i) current and former officers, directors, and employees (in each case, solely in their respective capacities as such); and (ii) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (1) include any ordinary course professionals; but (2) exclude any Additional Advisor Excluded Parties)); (d) Practice Fusion, Inc.; (e) the Publicis Health Parties; (f) the ZS Associates Parties; and (g) solely with respect to the Specified Opioid Claimant Releasing Parties, the Additional Opioid Excluded Parties, solely in their respective capacities as such. Notwithstanding anything to the contrary in the Plan, none of the following shall be an “Excluded Party”: the Debtors’ (1) current and former directors (including any Persons in analogous roles under applicable law), officers, and employees, in each case, solely in their respective capacities as such; and (2) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (A) include any ordinary course professionals; but (B) exclude any Additional Advisor Excluded Parties) and, for the avoidance of doubt, each Person identified in the foregoing clauses (1) and (2) shall be a Non-GUC Released Party.

“Exculpated Claim” means, in each case, solely to the extent related to an act or omission, or arising, prior to the Effective Date, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any Claim related to any act or omission

¹ Below is a summary of certain release, exculpation, and injunction provisions in the Plan for your convenience. For the avoidance of doubt, to the extent any provision of this Exhibit A conflicts with the terms of the Plan, the terms of the Plan will control. Capitalized terms used below have the meanings ascribed to such terms in the Plan.



in connection with, relating to, or arising out of the Debtors' in- or out-of-court restructuring efforts leading up to the Chapter 11 Cases, the Chapter 11 Cases, or the administration of the Chapter 11 Cases; any foreign recognition proceedings or the administration of such foreign recognition proceedings; the Sale Process, including the negotiation and pursuit thereof, any documents related thereto, and any transactions contemplated thereby or in connection therewith; the negotiation and pursuit of the Plan and the Plan Documents, the Disclosure Statement, the RSA, the Exit Financing, the Rights Offerings, the Scheme, and the Scheme Circular; the Plan, the Plan Transaction, the Restructuring Transactions, the Plan Settlements, and any other transactions contemplated in connection with the foregoing; the negotiation and establishment of the PPOC Trust, any of the PPOC Sub-Trusts, the GUC Trust, any of the Distribution Sub-Trusts, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, the Canadian Provinces Trust, the EFBD Claims Trust, the Other Opioid Claims Trust, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution, and the U.S. Government Resolution Documents; the solicitation of votes for, and Confirmation of, the Plan, the Plan Transaction, and any other transactions or documents contemplated thereby or by the Plan or in connection therewith or with the Plan; the funding of the Plan; the pursuit of Confirmation; the occurrence of the Effective Date; the closing of the Plan Transaction; the implementation and administration of the Plan; or any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however, that*, "Exculpated Claims" shall not include (a) any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, or liability for any Claim for, or relating to, any act or omission, in each case, determined by a Final Order to be intentional fraud, gross negligence, or willful misconduct; or (b) any GUC Trust Litigation Claim.

"*Exculpated Parties*" means (a)(i) the Debtors, solely in their respective capacities as such; (ii) the Post-Emergence Entities, solely in their respective capacities as such; (iii) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (v) the FCR, solely in his capacity as such, and each of the advisors thereto, solely in their respective capacities as such; and (vi) the Plan Administrator and any advisors thereto, in each case, solely in their respective capacities as such; (b) solely to the extent consistent with section 1125(e) of the Bankruptcy Code: (i) the Prepetition Secured Parties, solely in their respective capacities as such; (ii) the Ad Hoc First Lien Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iii) the Ad Hoc Cross-Holder Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the PPOC Trust, each PPOC Sub-Trust, the GUC Trust, each Distribution Sub-Trust, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (v) the GUC Backstop Commitment Parties, solely in their respective capacities as such; (vi) the First Lien Backstop Commitment Parties, solely in their respective capacities as such; (vii) the Unsecured Notes Indenture Trustees, solely in their



respective capacities as such; (viii) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; and (c)(i) with respect to the Persons listed in the foregoing clauses (a) and (b), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (ii) current and former directors (including any Persons in analogous roles under applicable law), officers, employees, and Representatives of each of the Persons listed in the foregoing clauses (a) through (c)(i), in each case, solely in their respective capacities as such. For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, (1) no Excluded Party or GUC Excluded Party (other than the Excluded D&O Parties) shall be an Exculpated Party; and (2) with respect to the Excluded D&O Parties, no Excluded D&O Party shall be exculpated from any GUC Trust Litigation Claim.

“GUC Excluded Parties” means (a) the Excluded Parties; and (b)(i) the TPG Parties; (ii) the Insurance Advisor Parties; (iii) the Additional Advisor Excluded Parties; (iv) the Additional Third-Party Excluded Parties and (v) the Excluded D&O Parties (subject to the Covenant Not To Collect).

“GUC Released Parties” means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and Prepetition Secured Party, in each case, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) the Debtors' current officers (as of or after the Petition Date); (n) the Debtors' directors (including any Persons in any analogous roles under applicable law) that continue serving in their capacity as directors with, or become directors of, any of the Purchaser Entities after the Effective Date or continue or begin serving in any other prior senior-level employment position² after the Effective Date and performing services commensurate with such

² For the avoidance of doubt, any individual serving in a position of Band D or higher shall be deemed to be serving in a senior-level employment position.



prior position;³ (o) current and former officers and directors (including any Persons in any analogous roles under applicable law) of subsidiaries of Endo International plc that are not UCC Specified Subsidiaries; (p) with respect to each of the foregoing Persons listed in clauses (a) through (c), such Persons' predecessors, successors, assigns, current and former subsidiaries and Affiliates, heirs, executors, estates, nominees, current and former employees, advisors, agents, and consultants (including any professional retained by the Debtors in the Chapter 11 Cases except, with respect to ordinary course professionals, as may be agreed on a case-by-case basis, and excluding the Arnold & Porter Parties, the McKinsey Parties, the Insurance Advisor Parties, the Additional Advisor Excluded Parties, and any other GUC Excluded Party), in each case, solely in their respective capacities as such; and (q) with respect to each of the foregoing Persons listed in clauses (d) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, nominees, current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. For the avoidance of doubt, no GUC Excluded Party shall be a GUC Released Party.

"GUC Releasing Parties" means (a) the GUC Trust; (b) each Distribution Sub-Trust; (c) each holder of (i) an Other General Unsecured Claim; (ii) a Mesh Claim; or (iii) a Ranitidine Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, opts in to grant the GUC Releases; or (3) votes to reject the Plan and opts in to grant the GUC Releases; (d) each holder of (i) a Second Lien Deficiency Claim; (ii) an Unsecured Notes Claim; (iii) a Generics Price Fixing Claim; or (iv) a Reverse Payment Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, does not opt out of granting the GUC Releases; or (3) votes to reject the Plan and opts in to grant the GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a) through (d), in each case, solely in their respective capacities as such.

"Non-GUC Released Parties" means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and Prepetition Secured Party, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as

³ For the avoidance of doubt, if a director does not continue in the same position or one or more position(s) of similar seniority post-Effective Date, such individual shall not be a GUC Released Party or a Non-GUC Released Party under this clause (n); *provided, that*, to the extent employed immediately prior to the Effective Date in a senior-level non-director position, such individual was offered employment by any of the Purchaser Entities.



such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) with respect to each of the foregoing Persons listed in clauses (a) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (n) with respect to each of the foregoing Persons listed in clauses (a) through (m), such Persons' current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. Notwithstanding the foregoing or anything to the contrary in the Plan or in any other Plan Document, "Non-GUC Released Parties" shall not include any Excluded Party and all Claims and Causes of Action against such Persons shall be preserved and not released in accordance with the Plan.

"Non-GUC Releasing Parties" means each (a) Non-GUC Released Party, other than (i) the Debtors; and (ii) the Post-Emergence Entities; (b) holder of a State Opioid Claim; (c) holder of (i) a PI Opioid Claim; (ii) a NAS PI Claim; (iii) an IERP II Claim; (iv) an Other Opioid Claim; or (v) an EFBD Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but that does not vote to either accept or reject the Plan and, further, opts in to grant the Non-GUC Releases; or (3) votes to reject the Plan and opts in to grant the Non-GUC Releases; (d) holder of (i) a Priority Non-Tax Claim; (ii) an Other Secured Claim; (iii) a First Lien Claim; (iv) a Local Government Opioid Claim; (v) a Tribal Opioid Claim; (vi) a Hospital Opioid Claim; (vii) a TPP Claim; (viii) a Public School District Claim; (ix) a Canadian Provinces Claim; (x) a Settling Co-Defendant Claim; (xi) a Subordinated, Recharacterized, or Disallowed Claim; or (xii) an Existing Equity Interest, in each case, that (1) votes to accept the Plan; (2) is presumed to accept the Plan and does not opt out of granting the Non-GUC Releases; (3) is deemed to reject the Plan and does not opt out of granting the Non-GUC Releases; (4) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, does not opt out of granting the Non-GUC Releases; or (5) votes to reject the Plan and opts in to grant the Non-GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a), (b), (c), and (d), in each case, solely in their respective capacities as such.

"Released Claims" means any and all Claims and Causes of Action arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors' business, or the Chapter 11 Cases or related foreign recognition proceedings, including, without limitation, any and every Cause of Action, including any and every Claim and action, class action, cross-claim, counterclaim, third-party Claim, controversy, dispute, demand, right, lien, indemnity, contribution, right of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys' fees and expenses, account, defense, remedy, offset, power, privilege, license, or franchise, in each case, of any kind, character, or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, Secured or unsecured, Allowed, Disallowed, or Disputed, assertible directly or derivatively (including, without limitation,



under alter-ego theories), in rem, quasi in rem, in personam, or otherwise, whether arising before, on, or after the Petition Date, whether arising under federal statutory law, state statutory law, common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, in contract or in tort, at law, in equity, or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance (other than any Specified Avoidance Action), willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising, including, for the avoidance of doubt, (a) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable; (b) any right of setoff, counterclaim, or recoupment, and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity; (c) the right to object to or otherwise contest Claims or Interests; (d) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress and usury, and any other defense set forth in section 558 of the Bankruptcy Code; and (f) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory (other than any Specified Avoidance Action) arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors' business, the Chapter 11 Cases, or foreign recognition proceedings relating to the Chapter 11 Cases, including, without limitation, any and all Claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part: (i) Opioids, Opioid Products, Canadian Opioid Products, and Opioid-Related Activities; (ii) the Debtors' use of Cash in accordance with the Cash Collateral Order; (iii) any Avoidance Actions that are not Specified Avoidance Actions (for the avoidance of doubt, Specified Avoidance Actions shall not be Released Claims); (iv) the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Sale Process, the Bidding Procedures Order, the Plan, the Plan Transaction, the Plan Documents, the Transaction Steps Order, the Plan Settlements, the Trusts, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution Documents, the Exit Financing Documents, the Rights Offering Documents, the RSA, the Restructuring Transactions, the India Internal Reorganization, the Scheme, the Scheme Circular, and any contract, instrument, release, or any other similar document or agreement entered into in connection with the foregoing or any transactions or other actions or omissions contemplated thereby; (v) the administration and implementation of the Plan, including the Restructuring Transactions, the Exit Financing, the Rights Offerings and the Backstop Commitment Agreements, the Plan Transaction, and the Plan Settlements, the issuance or distribution of equity and/or debt securities and/or indebtedness in connection therewith or with the Plan, and any other transactions, actions, omissions, or documents contemplated thereby or by the Plan; (vi) the establishment and funding of the Trusts, the implementation of the Plan Settlements, and any other actions taken in connection therewith or contemplated thereby; and (vii) any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing. For the avoidance of doubt, "Released Claims" shall not include any (1) Claims or Causes of Action against any Excluded Party or, solely with respect to the GUC Releasing Parties, any GUC Excluded Party; or (2) GUC Trust Litigation Claims.



“Specified Opioid Claimant Releasing Parties” means (a) the PPOC Trust; (b) each PPOC Sub-Trust; (c) each Present Private Opioid Claimant; (d) the Future PI Trust; (e) each Future PI Claimant; (f) the Canadian Provinces Trust; (g) each Canadian Province; (h) each Canadian First Nation; (i) each Canadian Municipality; and (j) each Public School District Creditor, in each case, that grants or is deemed to grant, as applicable, the Non-GUC Releases, solely in their respective capacities as such.

ARTICLE X

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS

A. Settlements

1. **Section 10.1. Compromise and Settlement of Claims, Interests, and Controversies**

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of (a) all Released Claims; and (b) all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Post-Emergence Entities may compromise and settle Claims against them and Causes of Action against other Persons.

B. Debtor, Non-GUC, and GUC Releases

1. **Section 10.2. Debtor Releases**

(a) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Debtors, their Estates, and the Post-Emergence Entities are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, the Debtor Releases do not release any post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; provided, however, that, nothing in Section 10.2 of the Plan shall be construed to release (i) the GUC Trust Litigation



Claims; or (ii) any Person or Entity from a claim for intentional fraud or willful misconduct, in each case, as determined by a Final Order.

(b) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Releases and, further, shall constitute the Bankruptcy Court's finding that the Debtor Releases are: (i) in exchange for the good and valuable consideration provided by the Debtor Released Parties, including, without limitation, the Debtor Released Parties' contributions to facilitating the Debtors' restructuring and the implementation of the Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, their Estates, or the Post-Emergence Entities asserting any Released Claim.

(c) In addition to the foregoing Debtor Releases, the Debtors shall release the applicable Claims against the Settling Co-Defendants set forth in, and in accordance with the terms of, the mutual releases by the Debtors, their Estates, and the Post-Emergence Entities, on the one hand, and the Settling Co-Defendants, on the other hand, in each case, as set forth in the DMP Stipulation. For the avoidance of doubt, any Releases with respect to Settling Co-Defendants shall be subject to the terms of the DMP Stipulation.

2. Section 10.3. Non-GUC Releases

(a) Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Non-GUC Releasing Party is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. For the avoidance of doubt, no Non-GUC Releasing Party shall release any Excluded Party (including, solely with respect to any Non-GUC Release granted by any Specified Opioid Claimant Releasing Party, any Additional Opioid Excluded Parties).

(b) For the avoidance of doubt and without limitation of the foregoing, each holder of a State Opioid Claim and each holder of a Tribal Opioid Claim that (i) is a governmental unit (as defined in section 101(27) of the Bankruptcy Code) or a Tribe; and (ii) grants or is deemed to grant, as applicable, the Non-GUC Releases shall, in each case, be deemed to have released all Released Claims that have been asserted or are, or have been, assertible by (1) such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe in its own right, in its *parens patriae* or sovereign enforcement capacity, or on behalf, or in the name, of another Person; or (2) any other governmental official, employee, agent, or Representative acting or purporting to act in a *parens patriae*, sovereign enforcement, or quasi-sovereign enforcement capacity, or any other capacity, on behalf of such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe.

(c) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Non-GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, the Non-



GUC Releases do not release (i) any Excluded Party; (ii) any post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; (iii) any GUC Trust Litigation Claim; (iv) any Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (v) with respect to the States, (1) any Regulatory Approval process required by the States (including their respective State agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any State statute or law by a governmental entity that has authority to bring a criminal action or proceeding or to adjudicate a Person's guilt or to set a convicted Person's punishment; or (3) any Claims or Causes of Action against (x) any Excluded Party; or (y) any party identified in clauses (j) or (l) of the definition of "Non-GUC Released Parties," in their capacities as such (and, solely with respect to such parties, any party identified in clauses (m) or (n) of the definition of "Non-GUC Released Parties"); *provided, that*, for the avoidance of doubt, the States shall not release any VOI-Specific Post-Emergence Entities of any Claims or Causes of Action relating to such entities' (A) compliance with the Voluntary Opioid Operating Injunction; and (B) acts occurring after the Effective Date; and (vi) with respect to the Canadian Provinces, (1) any Regulatory Approval process required by the Canadian Provinces (including their respective agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any statute or law by a Governmental Authority that has authority to bring a criminal action or proceeding or to adjudicate a person's guilt or to set a convicted person's punishment; (3) any Claims or Causes of Action against any Excluded Party; or (4) the ability of each of the Canadian Provinces to legislate, regulate, or administer and enforce federal, provincial, or territorial legislation (including regulations) such as the Criminal Code, Food and Drugs Act, and the Controlled Drugs and Substances Act (*provided, that*, such activity does not seek to recover civil damages, civil restitution, or other relief of the kind that was sought or could have been sought in the Canadian Provinces Class Action or in the Canadian Provinces McKinsey Action).

(d) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Non-GUC Releases and, further, shall constitute the Bankruptcy Court's finding that the Non-GUC Releases are: (i) essential to the Confirmation of the Plan; (ii) consensually given in exchange for the good and valuable consideration provided by the Non-GUC Released Parties, including, without limitation, the Non-GUC Released Parties' contributions to facilitating the restructuring and implementation of the Plan and the Plan Transaction; (iii) a good faith settlement and compromise of the Released Claims; (iv) in the best interests of the Debtors and their Estates; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for hearing; and (vii) a bar to any of the Non-GUC Releasing Parties asserting any Released Claim.

3. Section 10.4. GUC Releases

(a) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each GUC Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, (i) the GUC



Releases do not release any (1) post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; (2) GUC Trust Litigation Claim; or (3) Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (ii) none of the GUC Releasing Parties release or shall be deemed to release any GUC Trust Litigation Claim (and such Claims and Causes of Action are preserved, in each case, subject to the Covenant Not To Collect); and (iii) the Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims solely against the Excluded D&O Parties, and the failure of any recipient of any Claims solely against any Excluded D&O Party to agree to such covenant shall render any such transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims void ab initio. The Excluded D&O Parties are third-party beneficiaries with rights of enforcement with respect to the Covenant Not To Collect. For the avoidance of doubt, no GUC Releasing Party shall release or be deemed to release any GUC Trust Litigation Claims.

(b) Upon granting or being deemed to grant, as applicable, the GUC Releases, the GUC Releasing Parties shall be deemed to covenant (the “Covenant Not To Collect”) that (a) any recovery by the GUC Trust or any other GUC Releasing Party on account of any Claim or Cause of Action, direct or indirect, against an Excluded D&O Party including, in each case, by way of settlement or judgment, shall be satisfied solely by and to the extent of the proceeds of the GUC Trust D&O Insurance Policies; (b) any party, including any GUC Trustee or Trustee of a Distribution Sub-Trust and all other GUC Releasing Parties, seeking to execute, garnish, or otherwise attempt to collect on any settlement of or judgment on account of Claims or Causes of Action against Excluded D&O Parties shall do so solely upon available insurance coverage, if any, from the GUC Trust D&O Insurance Policies; and (c) the GUC Releasing Parties shall not otherwise attempt to collect, directly or indirectly, from the personal assets of any Excluded D&O Party. The Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims or Causes of Action against the Excluded D&O Parties and, in connection with any such transfer, the failure of a transferee to agree to the Covenant Not To Collect shall render such transfer void ab initio. Each of the Excluded D&O Parties are express third-party beneficiaries of this Covenant Not To Collect.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the GUC Releases and, further, shall constitute the Bankruptcy Court’s finding that the GUC Releases are: (i) in exchange for the good and valuable consideration provided by the GUC Released Parties, including, without limitation, the GUC Released Parties’ contributions to facilitating the Debtors’ restructuring and the implementation of the Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable,



and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any GUC Releasing Party asserting any Released Claim.

4. Section 10.5. Effect of Releases to Holders of Trust Channeled Claims

(a) Holders of Trust Channeled Claims shall have the option to grant or opt out of granting, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

(b) In addition to the amount of any Distribution to be provided by a Trust to a holder of an Allowed Trust Channeled Claim (other than a (i) Canadian Provinces Claim; (ii) State Opioid Claim; or (iii) Tribal Opioid Claim) that is a Non-GUC Releasing Party or a GUC Releasing Party, as applicable, such Non-GUC Releasing Party or GUC Releasing Party, as applicable, shall receive an additional payment in exchange for granting or being deemed to grant, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

C. Exculpations and Injunction

1. Section 10.6. Exculpation

(a) Notwithstanding anything contained in the Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from, any Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for gross negligence, intentional fraud, or willful misconduct (to the extent such duty is imposed by applicable non-bankruptcy law), but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. For the avoidance of doubt, this exculpation shall be in addition to, and not in limitation of, the Releases and all other releases, indemnities (including the Indemnification Obligations), exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, the Debtors, their Estates, and the Post-Emergence Entities are not (i) exculpating any (1) Excluded Party; (2) TPG Party; (3) Insurance Advisor Party; (4) Additional Advisor Excluded Party; or (5) Additional Third-Party Excluded Party; or (ii) releasing any GUC Trust Litigation Claims.

(b) The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws and provisions of the Bankruptcy Code with regard to the solicitation of votes on, and Distribution of consideration (including securities) pursuant to, the Plan and, therefore, are not, and on account of such Distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such Distributions made pursuant to the Plan, including, in each case, any Distribution made by any Trust in accordance with the Plan and the applicable Trust Documents. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any claim relating to any post-Effective Date obligations of any Person under the Plan, any Restructuring



Transaction, the Plan Transaction, or any Plan Document or other document, instrument, or agreement executed to implement the Plan.

2. **Section 10.7. Discharge of Claims and Termination of Interests**

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge to the fullest extent permitted by section 1141 of the Bankruptcy Code, effective as of the Effective Date, of all Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against the Debtors or the Debtors' Estates or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim or Interest based upon such Claim, debt, right, or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such Claim, debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; (c) the holder of such a Claim or Interest has voted to accept the Plan; or (d) the holder of such Claim or Interest has voted or failed to vote to accept or reject the Plan. All Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code. All Entities shall be precluded from asserting any Claims against the Debtors, their Estates, the Post-Emergence Entities, their respective successors and assigns, and their respective Assets and properties, and any other Claims or Interests based upon any documents, instruments, or any act of omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Confirmation Order shall be a judicial determination (i) of the discharge of all Claims and Interests, subject to the Effective Date; and (ii) that no Claims shall be excepted from discharge under section 1141(d)(6) of the Bankruptcy Code.

3. **Section 10.8. Plan Injunction**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, ANY OTHER PLAN DOCUMENT, OR ANY OTHER RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE X OF THE PLAN, DISCHARGED PURSUANT TO SECTION 10.7 OF THE PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 10.6 OF THE PLAN, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE RELEASED PARTIES, INCLUDING, FOR THE AVOIDANCE OF DOUBT, IN EACH CASE, THE DEBTORS, THEIR ESTATES, THE POST-EMERGENCE ENTITIES, AND ANY OF THEIR ASSETS, AND THE EXCULPATED PARTIES, AS APPLICABLE: (A) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE ANY ACTION, EMPLOYMENT



OF PROCESS, OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATES OF SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTORS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS, EXCEPT AS SET FORTH IN SECTION 10.9 OF THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, SECTION 10.8 OF THE PLAN SHALL NOT ENJOIN THE GUC TRUST'S PURSUIT OF ANY GUC TRUST LITIGATION CLAIMS.

4. Section 10.9. Channeling Injunction

(a) In order to preserve and promote the resolutions contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction and the releases set forth in Article X of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, upon the channeling of the Trust Channeled Claims, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Trust Channeled Claim shall be (x) deemed to release any Trust Channeled Claims held by such Persons against the Debtors and the Post-Emergence Entities; and (y) permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any of the Debtors or Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claim, including:

(i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, action, or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Trust Channeled Claims, against or affecting any of the Debtors or the Post-Emergence Entities, as applicable, or any property or interests in property of any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree, or other order against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(iii) creating, perfecting, or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any of the Debtors or the Post-Emergence Entities, as applicable, or the property of any of the Debtors or the Post-



Emergence Entities, as applicable, in each case, with respect to any Trust Channeled Claims;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any of the Debtors or Post-Emergence Entities, as applicable, or against the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to Trust Channeled Claims; and

(v) taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or any Plan Document (including, for the avoidance of doubt, any Trust Document) with respect to any Trust Channeled Claims.

(b) Notwithstanding anything to the contrary in Section 10.9 of the Plan or the Confirmation Order, this Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of holders of Trust Channeled Claims to the treatment afforded to them under the Plan and the Plan Documents, including the rights of holders of Trust Channeled Claims to assert such Trust Channeled Claims solely in accordance with the Plan and the Trust Documents;

(ii) the rights of Persons to assert any Claim, debt, litigation, or liability for payment of Trust Operating Expenses against the applicable Trust;

(iii) the rights of any Person to assert any Claim, Cause of Action, debt, or litigation against any Excluded Party;

(iv) the rights of the GUC Trust to assert any GUC Trust Litigation Claims against any GUC Excluded Party, subject to the Covenant Not To Collect;

(v) the rights of the GUC Trust to pursue and enforce any GUC Trust Litigation Claims, including the GUC Trust Insurance Rights;

(vi) the Distribution Sub-Trusts from enforcing their respective rights against the GUC Trust under the Plan and the GUC Trust Documents;

(vii) the PPOC Trust from enforcing its rights against the Purchaser Entities under the Plan and the PPOC Trust Documents;

(viii) the PPOC Sub-Trusts from enforcing their respective rights against the PPOC Trust under the Plan and the PPOC Trust Documents; or

(ix) the Future PI Trust from enforcing its rights against the Purchaser Entities under the Plan and the Future PI Trust Documents.

(c) There can be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction, and nothing in the Plan or any Plan Document



(including, for the avoidance of doubt, any Trust Document) shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

(d) In the event that any Person takes any action that a Released Party or Exculpated Party, as applicable, believes violates the releases provided in the Plan or the Channeling Injunction as it applies to any Released Party or Exculpated Party, as applicable, such Released Party or Exculpated Party, as applicable, shall be entitled to make an emergency application to the Bankruptcy Court for relief, and may proceed by contested matter rather than by adversary proceeding. The Bankruptcy Court shall have jurisdiction and authority to enter Final Orders in connection with any dispute over whether an action violates the releases provided in the Plan or the Channeling Injunction. Upon determining that such a violation has occurred, the Bankruptcy Court, in its discretion, may award any appropriate relief against such violating Person.

5. Section 10.10. Specified Debtor Insurer Injunction

(a) Terms

In accordance with section 105(a) of the Bankruptcy Code, on the Effective Date, all persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim based on, arising out of, attributable to, or in any way connected with any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy (but not, for the avoidance of doubt, any Non-GUC Trust D&O Insurance Policy) shall be permanently enjoined from taking any action for purposes of directly or indirectly collecting, recovering, or receiving payment on account of any such Claim, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, including:

(i) commencing, conducting, or continuing, in any manner, any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, (1) on account of any Claim based on, arising under, or attributable to a GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; or (2) on account of any rights of any Person under a "direct action" statute to proceed directly against any Specified Debtor Insurer;

(ii) enforcing, attaching, levying, collecting, or otherwise recovering, by any manner or means, any judgment, award, decree, or other order against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;

(iii) creating, perfecting, or enforcing, in any manner, any Lien of any kind against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;



(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against any obligation due to any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; and

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy.

(b) Reservations

Notwithstanding anything to the contrary in Section 10.10(a) of the Plan, the provisions of the Specified Debtor Insurer Injunction:

(i) shall not (1) preclude the GUC Trust from pursuing any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy, or any other Claim that may exist under any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy against any Specified Debtor Insurer; or (2) enjoin the rights of the GUC Trust to prosecute any action based on or arising from the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies or the rights of the GUC Trust to assert any Claim, debt, obligation, Cause of Action for liability for payment against a Specified Debtor Insurer based on or arising from the GUC Trust Insurance Policies, in all cases, including GUC Trust Litigation Claims;

(ii) are not issued for the benefit of any Specified Debtor Insurer, and no such insurer is a third-party beneficiary of this Specified Debtor Insurer Injunction; provided, that, this Specified Debtor Insurer Injunction shall not enjoin, impair or affect any Claims between or among unsettled Specified Debtor Insurers;

(iii) shall not apply to any D&O Insured Person with respect to such D&O Insured Person's coverage under any GUC Trust D&O Insurance Policy; and

(iv) shall be subject in all respects to the terms of the DMP Stipulation.

(c) For the avoidance of doubt, Section 10.10 of the Plan shall not apply with respect to any Non-GUC Trust Insurance Policy, including any Non-GUC Trust D&O Insurance Policy, and no amendment to, or modification of, nor any proposed amendment to nor modification of, the Specified Debtor Insurer Injunction shall adversely impact (i) any Non-GUC Trust Insurance Policy; or (ii) the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).

(d) The GUC Trust shall have the sole and exclusive authority at any time, upon written notice to any insurer under any of the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies, to terminate, reduce or limit the scope of this Specified Debtor Insurer Injunction with



respect to any Specified Debtor Insurer; provided, however, that, no modification shall affect the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).⁴

6. Section 10.11. Voluntary Opioid Operating Injunction.

(a) From and after the date of entry of the Confirmation Order approving the Voluntary Opioid Operating Injunction, the business operations of the VOI-Specific Debtors and/or VOI-Specific Post-Emergence Entities, as applicable, and the business operations of any successors of either of the foregoing, in each case, relating solely to the manufacture and sale of VOI Opioid Products in the States and Territories shall be subject to the terms of the Voluntary Opioid Operating Injunction.

(b) The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities, as applicable, consent to the entry of a final judgment or consent order on the Effective Date effectuating all of the provisions of the Voluntary Opioid Operating Injunction in the state court in each of the Supporting Governmental Entities.

(c) After the Effective Date, the Voluntary Opioid Operating Injunction will be enforceable in the state court in each of the Supporting Governmental Entities. The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities agree that seeking entry or enforcement of such a final judgment or consent order will not violate any other injunctions or stays that it will seek, or that may otherwise apply, in connection with the Chapter 11 Cases or Confirmation.

7. Section 10.12. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

⁴ **Note to Draft:** under consideration.



++Project Mead++ SRF 75795 AddressID: 20677008 PackID: 10-27680
Huachuca City Admin Office
Attn: Legal Dept.
500 N Gonzales Blvd
Huachuca City AZ 85616-9610

Voter ID: 1027680



JOHNSON ENVIRONMENTAL TECHNOLOGIES



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To: Ms. Suzanne Harvey
Company: Town of Huachuca City
Phone: 520-456-1354
<mailto:Sharvey@huachucacityaz.gov>

From: Scott Johnson
Date: January 8, 2024
Total Pages: 2

Subject: SOW and Fee Info for Landfill Gas Monitoring: Huachuca City Landfill, Huachuca, AZ

Project Understanding

The purpose of this e-transmission is in regard to your request for quote for sampling services as presented on the fee estimate form at the end of this document.

Monitoring Program

The sampling program described below is a one-person operation, which includes the use of a Landfill Gas Monitor (GEM5000). The estimated number of locations per day is based on average sampling conditions.

- Total days scheduled: 1 day(s)
- Proposed number of monitoring points: 9, plus buildings
- Number of samples collected: N/A
- Probe depth(s): N/A

JET will not be responsible for damage to subsurface structures or related claims resulting from excavating activities. The total liability of Johnson Environmental Technologies, Inc., its officers, agents, employees, or successors to the client, arising out of or in connection with any services provided, shall not exceed the invoiced amount for the services provided. This limitation of liability shall supersede all clauses to the contrary, express or implied, in any client purchase order or contract, unless different terms are authorized in advance, in writing, by an officer of Johnson Environmental Technologies, Inc. (JET).

Terms

Payment terms are net 30 days from the date of the invoice regardless of payment status between the Client and their client. All terms beyond COD are subject to prior credit approval. JET reserves the right to require a deposit or advance payment where an account has not been established or is overdue.

JET PRICING--FIELD SERVICES
Per Event/Quarter
& Unscheduled Visits

Description	Units/Hours	Unit Cost	Total Cost
Field Monitoring	4	\$200.00	\$800.00
Mobilization	7	\$125.00	\$875.00
Field Report	1	\$125.00	\$125.00
GEM Rental	1	\$260.00	\$260.00
Project Total			\$2,060.00

Authorization

JET will begin work following your **WRITTEN AUTHORIZATION** to proceed. Authorization will consist of returning a copy of this proposal with an **AUTHORIZED SIGNATURE** on page two, prior to reserving schedule of any personnel for this project. Authorization of this proposal indicates acceptance of all terms on this page, and the scope of work described herein. Adjustments to the cost of the project will be based on the fees presented in this proposal, which are valid for six months from the date of this proposal.

JET appreciates the opportunity to provide this quote for services, thank-you for your consideration.

Authorized

Signature: _____ **Date:** _____

Project Specific Notes:

Price reflects the cost per quarter/event. See the Landfill Gas Monitoring Plan for a full description of field services. The fiscal 2024 price bid reflects an instrument rental increase. This increased cost is based on cost plus 20%. The Field Report is a new cost which was added based on the requirement from ADEQ Solid Waste Division's reporting requirements. A full report will be sent each quarter. Should the ADEQ, SWD require further information for reporting, the information will be sent provided there are no additional costs incurred to provide the information.

JOHNSON ENVIRONMENTAL TECHNOLOGIES



Landfill Gas Monitoring Plan

**Huachuca City Landfill
Huachuca City, Arizona**

MFPA No.: 02011000.05

Prepared for:

Ms. Suzanne Harvey- Town Manager

On behalf of:

Town of Huachuca City

500 North Gonzales Boulevard

Huachuca City, Arizona 85616

(520) 456-1354



1.0 INTRODUCTION

1.1 BACKGROUND

Huachuca City currently owns and maintains a municipal solid waste landfill (MSWL) facility which is located at 600 Skyline Drive, approximately 600 feet east of State Highway 90 in Huachuca City, Arizona. The MSWL is operated under the authority of the Arizona Department of Environmental Quality (ADEQ) Master Facility Plan Approval (MFPA) Number 02011000.05, which was issued by the ADEQ on July 14, 2011 and is permitted approximately 56 acres of MSW disposal area.

1.2 REGULATORY REQUIREMENTS

The decomposition of solid waste (particularly household waste materials) produces methane, a potential greenhouse gas. The accumulation of methane gas in MSWL structures can result in fire and explosions that can injure or kill site customers, employees, and destroy nearby structures. Environmental Protection Agency (EPA) 40 CFR 258.23 and MFPA 02011000.05(b) and 3.7 outline specific requirements for landfill gas monitoring corresponding to MSWL units. The EPA handbook *Solid Waste Disposal Facility Criteria: Technical Manual* (EPA, 1993) includes additional information which provides assistance to landfill operators in achieving compliance with EPA 40 CFR 258.

1.3 LANDFILL GAS MONITORING PLAN

This landfill gas monitoring plan for Huachuca City Landfill (HCL) presents information including a preliminary action plan outlining immediate steps that will be taken to protect human health and safety should methane gas levels exceed the limits outlined by ADEQ MFPA number 02011000.05. The landfill gas monitoring plan addresses the requirements of MFPA 02011000.05, 2.3(b) and 3.7, as well as 40 CFR 258.23. The facility monitors landfill gas on a quarterly basis and this program is in addition to any monitoring requirements under the NSPS air quality program.

1.4 Applicability

According to the EPA 40 CFR 258.23 and FPA 02011000.02, 2.3(b) and 3.7, the HCL must insure that:

1. The concentration of methane gas generated by the facility does not exceed 1.25 percent of the lower explosive limit (LEL) in facility structures (excluding gas control or recovery system components).
2. The concentration of methane gas does not exceed the lower explosive limit at the facility property boundary.
3. HCL must implement a routine methane monitoring program to ensure that the standards given above are met, including quarterly monitoring in accordance with MFPA.



1.5 Elevated Level Detection Contingency Measures

If methane levels exceeding the limits specified above are detected, the landfill operator will be notified and a resampling event will be scheduled within 7 days. If after the resampling event occurs and methane levels are still above the allowable concentrations within 7 days HCL must place, in the facility operating record, the detected methane gas levels and a description of the steps taken to protect human health.

Within 60 days a remediation plan must be implemented for methane gas releases. The plan shall describe the nature and extent of the problem as well as the proposed remedy. This plan must be retained in the facility operating record. The director may establish alternative schedules for demonstrating compliance with these regulations. For the purposes of this program, the lower explosive limit means the lowest percent by volume of a mixture of explosive gasses in air that will propagate a flame at 25 degrees Celsius and atmospheric pressure. Records shall be maintained in accordance with 40 CFR 258.23 and MFPA section 2.3(b) to document compliance with this section.

2.0 Landfill Gas Monitoring Program

The accumulation of methane in MSWL structures can potentially result in fire and explosions that can endanger employees, users of the disposal site, damage landfill containment structures, and occupants of nearby structures as well. In accordance with 40 CFR 258.23, the following information outlines the procedures that will be implemented at the facility to help ensure that hazardous / dangerous levels of methane are not exceeded at the facility property boundary and / or in any structure on site.

1. Indoor Air Quality Monitoring
2. Soil Gas Well Monitoring

2.1 Indoor Air Quality Monitoring

To demonstrate compliance with the requirements of 40 CFR 258.23, the facility will routinely monitor air quality inside the landfill office building and any other facility structure where methane gas could potentially accumulate. The person conducting the monitoring will be trained in the proper use of the monitoring equipment, including calibration procedures.

Prior to performing each quarterly landfill gas monitoring event, a qualified operator will calibrate the field instrument(s) and record the applicable weather conditions.

Monitoring within the facility structures will consist of recording the concentrations of CH₄ (Methane), O₂ (Oxygen), CO₂ (Carbon Dioxide), and Balance Gasses (which could include Nitrogen, Ammonia, Sulfides, and Hydrogen). The field instrument will be a GEM 2000 Landfill Gas Analyzer. The specifications for this instrument are listed in the tables below.

When possible, readings shall be taken in enclosed areas, near electrical outlets, floor drains and near the ceiling, which could potentially be sites for gas migration into a structure. At each



location the operator will measure the time, and record any concentrations above 0.0 PPM. Any detected reading will be recorded for each location in each room. If no VOCs are detected in a room a Non-Detect (ND) designation will be submitted on the field log.

In the event that a detection occurs, the landfill operator will be notified immediately. If the VOC concentration exceeds 500 PPM in a facility / structure at any of the specified monitoring locations, the landfill operator will be notified and a mitigation plan will be discussed. Following mitigation strategies, a second sampling event will be scheduled to ensure a safe work environment.

2.2 Well Monitoring Program

Routine sampling procedures will be exercised at the nine (9) soil gas monitoring well locations, and will include the following procedures:

1. Record the date, weather conditions, and monitoring equipment operator.
2. Calibrate Equipment
3. Inspect and record the integrity of gas well
4. Unlock and remove protective hood from well
5. Connect purge equipment to the valve and purge 3 well volumes.
6. Connect gas monitoring equipment to valve and record gas concentrations in %LEL and %Oxygen.
7. Record gas and Oxygen concentrations when values stabilize.
8. Close well valve and detach all equipment.
9. Replace protective hood and re-secure the lock.

Locations that are currently monitored quarterly for landfill gas are listed in the Field Log presented in Attachment A.

2.3 Landfill Gas Monitoring Equipment

Landfill gas measurements will be collected at each probe with an infrared gas monitoring instrument (Landtech GEM 2000). The instrument will be capable of recording the concentration of methane in "percent LEL". The instrument will be calibrated prior to each monitoring event as outlined in the equipment manufacturers' literature. All manufacturers' information and specifications associated with the landfill gas detection / monitoring event equipment will be maintained in the facility operating record. This information will include current calibration certificates.

Town of Huachuca City

PROCLAMATION NO. 2024-02

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING MARCH 2, 2024, AS "READ ACROSS AMERICA DAY."

WHEREAS, the leadership of Huachuca City stands firmly committed to promoting reading as the catalyst for our children's future academic success, their preparation for our region's jobs of the future, and their ability to compete in the global economy; and

WHEREAS, Huachuca City encourages community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's wellbeing and long-term quality of life; and

WHEREAS, "Read Across America Day," a national celebration of reading on March 2, 2024, the birthdate of Dr. Seuss, promotes reading and adult involvement in the education of our community's children; and

WHEREAS, reading is the foundation of countless skills and boundless possibilities—it sets children on the path to a lifetime of discovery and enjoyment; and

WHEREAS, we celebrate our teachers, librarians, parents and other champions of reading who help launch our children on a path to professional success and personal fulfillment.

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 March 2, 2024, as Read Across America Day in the Town of Huachuca City, and I encourage everyone to visit our library and make a date with a book.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 28th day of February, 2024.

Johann R. Wallace, Mayor

ATTEST:

Brandye Thorpe, Town Clerk

Thomas Benavidez, Town Attorney

Town of Huachuca City

PROCLAMATION NO. 2024-03

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF MARCH, 2024, AS WOMEN'S HISTORY MONTH IN THE TOWN OF HUACHUCA CITY.

WHEREAS, women in Arizona's history have transformed the state and the entire nation through leadership in a wide range of fields including elected and appointed public service, military service, public safety, business, education, medicine, the arts and philanthropy; and

WHEREAS, the U.S. Congress passed legislation in 1981, which authorized and requested the President to proclaim the week of March 7, 1982, as "Women's History Week;" and

WHEREAS, Women's History Month is a celebration of women's contributions to history, culture and society and has been observed annually in the month of March in the United States since 1987; and

WHEREAS, many women from around the southeast region of our state have served the Town of Huachuca City with distinction in various capacities, including military service, medical service, writers, teachers, librarians and councilmembers.

NOW, THEREFORE, in honor and special recognition of the many ways that women have improved our society and culture, I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code and by this Proclamation hereby declare March, 2024, as Women's History Month in the Town of Huachuca City.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 28th day of February, 2024.

Johann R. Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Thomas Benavidez, Town Attorney