



**PUBLIC NOTICE**  
**HUACHUCA CITY TOWN COUNCIL**  
**MEETS FOR A WORK SESSION**  
**THURSDAY, OCTOBER 11, 2018 AT 6:00PM**  
**HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,**  
**AZ 85616**

The work session was held at the Huachuca City Senior Center, located at 504 N. Gonzales Blvd., due to a water leak at Town Hall. The start time for the work session was postponed to allow citizens time to travel from the regular meeting place to the Senior Center.

**AGENDA**

**A. Call to Order**

Meeting was called to order at 6:15PM by Donna Johnson.

● **Roll Call.**

**Present: Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Johann Wallace, Walt Welsch, Matthew Williams (Not voting), Jennifer Fuller (Not voting).**

**Absent: Ken Taylor.**

● **Pledge of Allegiance**

**B. Business before the Council**

Mayor

**B.1 Discussion Only [Manager Williams]: Discussion of bid proposals received by the Town for Solid Waste Disposal Services. The bid proposals will be presented to the Council for their consideration.**

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

Town Manager Matthew Williams presented the Council with the bid proposals from Waste Management and Waste Disposal. He also demonstrated what it would cost to keep trash pickup in town. A copy of the presentation is available from the Clerk's Office.

**C. Adjournment**

Motion to adjourn moved by Donna Johnson, seconded by Joy Banks.

Motion passed unanimously.

Meeting adjourned at 6:58pm.

Approved by Mayor Pro Tem Johnson on October 11, 2018

\_\_\_\_\_  
Donna Johnson, Mayor Pro Tem

Attest: \_\_\_\_\_  
Jennifer A. Fuller, Town Clerk

Seal:

**Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Work Session for the Huachuca City Town Council held on September 27, 2018. I further certify that the meeting was duly called and a quorum was present.

\_\_\_\_\_  
Jennifer A. Fuller, Town Clerk



**MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
MEETING HELD  
THURSDAY, OCTOBER 11, 2018 AT 7:00PM  
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,  
AZ 85616**

**AGENDA**

**A. Call to Order**

Mayor

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- 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.*

The meeting was held at the Huachuca City Senior Center, located at 504 N. Gonzales Blvd., due to a water leak at Town Hall. The start time for the meeting was postponed to allow citizens time to travel from the regular meeting place to the Senior Center.

The meeting was called to order at 7:15PM.

The Pledge of Allegiance was led by Mayor Taylor.

**Roll Call.**

**Present: Ken Taylor, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Johann Wallace, Walt Welsch, Matthew Williams (Not voting), Jennifer Fuller (Not voting), Thomas Benavidez, Town Attorney (Not voting).**

The invocation was offered by Dr. Jim Johnson

**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.* Randy Keeling addressed the Council regarding item E.3, Garbage Fees. He expressed concern that this gives the Council the ability to change fees whenever they want.

**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 September 27, 2018.
- C.2 Consider approval of the minutes of the Work Session held September 27, 2018
- C.3 Consider approval of the Payment Approval Report in the amount of \$ 211,840.62
- C.4 Consider approval of per diem reimbursement for Council Members in the amount of \$160.00 for the League conference.
- C.5 Authorization of staff to close Gila Street on November 3, 2018 between the hours of 9:30am to 1:30pm, for the Car Show.
- C.6 Approval of surplus item(s)
  - a. Skid Steer

**Motion:** Open for Discussion and/or Action, **Moved by Ken Taylor, Seconded by Christy Hirshberg.** Johann Wallace requested item C.4 be removed from the Consent Agenda. Donna Johnson explained that it had been suggested to her to add this item to the Consent Agenda. Mr. Wallace reiterated that there is no provision in Town Code to pay a Council Member a per diem.

**Motion:** Consent Agenda Items C.1, C.2, C.3, C.5 and C.6, **Action:** Approve, **Moved by Ken Taylor, Seconded by Donna Johnson.**

**Motion passed unanimously.**

**Motion:** Consent Agenda Item C.4, **Action:** Approve, **Moved by Ken Taylor, Seconded by Donna Johnson.**

**Vote:** Motion failed (summary: Yes = 0, No = 7, Abstain = 0).

**No:** Ken Taylor, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Johann Wallace, Walt Welsch.

**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 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.1 Discussion only [Director Harvey]: Cochise county Healthy Communities Initiative and the Huachuca City Healthy Community committee. This committee would not be created by Council, rather by a group of community volunteers.  
Motion: Open for Discussion and/or Action, Moved by Ken Taylor, Seconded by Joy Banks.**

Kelly Foster and Charlotte Taylor introduced themselves and the program to the Council. There will be a meeting of the Healthy Community Committee on October 18.  
**No Council Vote or Action Required**

- E.2 Discussion and/or Action [Manager Williams]: Discussion of bid proposals for Solid Waste Services for the Town. May include approval and acceptance of one of the proposed bids.  
Motion: Open for Discussion and/or Action, Moved by Ken Taylor, Seconded by Donna Johnson.**

Town Manager Matthew Williams recapped the highlights from the Work Session presentation. Donna Johnson announced her decision would be for Waste Management with a \$2.00 processing fee. Walt Welsch suggested a survey to the citizens. Ms. Johnson stated that the Town cannot continue to pay to fix the trucks. Mr. Wallace stated he was inclined to agree with Ms. Johnson. Mr. Wallace also mentioned that the survey sent out for the CDBG grant was unsuccessful and difficult to get replies, and that survey was to get money for the town. Mayor Taylor stated that this discussion has gone on for a long time and he was ready to make a motion. He would make a motion to postpone the decision. If that motion failed, he would make a motion to accept Option 1, which is the bid from Waste Management. The results of that motion would determine if any other motions would be made.

**Motion: Postpone, Moved by Ken Taylor, Seconded by Walt Welsch.**

**Vote: Motion failed (summary: Yes = 2, No = 5, Abstain = 0).**

**Yes: Christy Hirshberg, Walt Welsch.**

**No: Ken Taylor, Donna Johnson, Joy Banks, Cynthia Butterworth, Johann Wallace.**

**Motion: Option 1, Waste Management, Action: Approve, Moved by Ken Taylor, Seconded by Donna Johnson.**

**Vote: Motion passed (summary: Yes = 4, No = 3, Abstain = 0).**

**Yes: Donna Johnson, Joy Banks, Cynthia Butterworth, Johann Wallace.**

**No: Ken Taylor, Christy Hirshberg, Walt Welsch.**

- E.3 Discussion and/or Action [Manager Williams]: First reading of Ordinance 2018-25, amending the Town Code, Chapter 8.05 "Garbage and Trash Collection," section 8.05.040 "Fees for removal of garbage and rubbish," to remove the fee amounts from the Town Code and to allow the Town Council to establish and amend a fee schedule by resolution.  
**Motion:** Open for Discussion and/or Action, **Moved by Ken Taylor, Seconded by Donna Johnson.**  
**No Council Vote or Action Required.**
- E.4 Discussion and/or Action [Manager Williams]: Authorize staff to begin the 60-day clock to add a surcharge on the town garbage bill to recover administrative costs.  
**Motion:** Open for Discussion and/or Action, **Moved by Ken Taylor, Seconded by Donna Johnson.**  
 Mr. Wallace inquired how this fee would be justified to the public. Mr. Williams advised that staff time justifies the fee. Cynthia Butterworth asked Mr. Williams if other cities and towns that outsource trash pickup have this fee, to which Mr. Williams advised they do.  
**Vote:** Motion passed (summary: Yes = 6, No = 1, Abstain = 0).  
**Yes:** Ken Taylor, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Johann Wallace.  
**No:** Walt Welsch.
- E.5 Discussion and/or Action [Manager Williams]: Authorize staff to begin the 60-day clock to raise some of the fees for services provided by the Huachuca City Animal Shelter.  
**This item was postponed.**
- E.6 Discussion and/or Action [Manager Williams]: Council direction to sell the 2018 Chevy Silverado belonging to the Huachuca City Animal Shelter for not less than \$28,085.50. This Action could include having a buyer or lessor assume the loan and take over the current annual payment of \$10,721.41.  
**Motion:** Open for Discussion and/or Action, **Moved by Ken Taylor, Seconded by Joy Banks.**  
**Due to the dates on some of the paperwork and the calculations based on those dates, Mayor Taylor made the following motion:**  
**Motion:** the sale of the Animal Shelter truck for not less than the own owes on the truck. ,  
**Action:** Approve, **Moved by Ken Taylor, Seconded by Donna Johnson.**  
**Motion passed unanimously.**
- E.7 Discussion and/or Action [Councilor Wallace]: Direction to staff to identify mandatory operating expenditures.  
**Motion:** Open for Discussion and/or Action, **Moved by Ken Taylor, Seconded by Johann Wallace.**  
**Motion:** direction of staff to identify the base mandatory monthly expenditures, **Action:** Approve, **Moved by Johann Wallace, Seconded by Ken Taylor.**  
**Motion passed unanimously.**

E.8 Discussion and/or Action [Manager Williams] Approval of a proposed Separation incentive Program for Town employees.

**Motion: Open for Discussion and/or Action, Moved by Ken Taylor, Seconded by Cynthia Butterworth.**

Mr. Williams presented the program to the Council. Employees that are within eighteen months of retirement would be offered a payment into their retirement plan to retire within that year.

**Motion: Approve, Moved by Ken Taylor, Seconded by Walt Welsch.**

**Motion passed unanimously.**

E.9 Discussion and/or Action [Manager Williams] Approval of Resolution 2018-30 approving transfer of two rights of way associated with the Camp Naco property to the City of Bisbee.

**Motion: Open for Discussion and/or Action, Moved by Ken Taylor, Seconded by Johann Wallace.**

**Motion: adoption of Resolution 2018-30, Action: Approve, Moved by Ken Taylor, Seconded by Donna Johnson.**

**Motion passed unanimously.**

F. Town Manager Report

Mr. Williams offered some highlights of the Town Departments.

G. Items to be placed on future agendas.

H. Adjournment.

**Motion: Adjourn, Moved by Ken Taylor, Seconded by Johann Wallace.**

**Motion passed unanimously.**

Meeting was adjourned at 8:12pm.

Approved by Mayor Taylor on October 25, 2018

\_\_\_\_\_  
Kenneth Taylor, Mayor

Attest: \_\_\_\_\_

Jennifer A. Fuller, 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 October 11, 2018. I further certify that the meeting was duly called and a quorum was present.

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Jennifer A. Fuller, Town Clerk



## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1022410</b>							
AZ Dept of Economic Security	11481006/0630	quarter tax due	09/30/2018	126.11	126.11	10/11/2018	
<b>Total 1022410:</b>				<b>126.11</b>	<b>126.11</b>		
<b>1022530</b>							
UNUM Life Ins. Co. of America	0012/10102018	Employee Life/AD&D Ins./080830	10/31/2018	234.90	234.90	10/11/2018	
UNUM Life Ins. Co. of America	0013/10102018	Voluntary Life/AD&D/0808295-00	10/10/2018	185.79	185.79	10/11/2018	
<b>Total 1022530:</b>				<b>420.69</b>	<b>420.69</b>		
<b>1042220</b>							
Benavidez Law Group, P.C.	68014	Attorney Fees	10/11/2018	734.16	.00		
<b>Total 1042220:</b>				<b>734.16</b>	<b>.00</b>		
<b>1042640</b>							
National League of Cities	139743	membership	08/01/2018	416.90	.00		
<b>Total 1042640:</b>				<b>416.90</b>	<b>.00</b>		
<b>43220</b>							
Benavidez Law Group, P.C.	68014	Attorney Fees	10/11/2018	734.16	.00		
<b>Total 1043220:</b>				<b>734.16</b>	<b>.00</b>		
<b>1043250</b>							
Sierra Vista Herald	489340/091848	Ordinance	09/28/2018	869.34	869.34	10/10/2018	
Sierra Vista Herald	489340/82477	Notice of Public Hearing	09/18/2018	42.53	42.53	10/10/2018	
<b>Total 1043250:</b>				<b>911.87</b>	<b>911.87</b>		
<b>1043271</b>							
AT&T	9001/10042018	Phone Service	10/04/2018	614.68	614.68	10/10/2018	
<b>Total 1043271:</b>				<b>614.68</b>	<b>614.68</b>		
<b>1043300</b>							
Business Solutions Group	14542	tax forms	10/08/2018	154.78	154.78	10/16/2018	
<b>Total 1043300:</b>				<b>154.78</b>	<b>154.78</b>		
<b>1043340</b>							
S.S.V.E.C	10052018	Town Hall	10/05/2018	524.79	524.79	10/11/2018	
<b>Total 1043340:</b>				<b>524.79</b>	<b>524.79</b>		
<b>1043380</b>							
AZ Department of Corrections	D08105201808	Inmate Transportation Cost	10/15/2018	29.79	.00		
Z Department of Corrections	D08107201810	Inmate Labor	10/16/2018	18.80	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 1043360:</b>				<b>46.59</b>	<b>.00</b>		
<b>1043480</b>							
Wells Fargo Remittance Center	E01006NI23	Email	09/29/2018	103.32	103.32	10/17/2018	
<b>Total 1043480:</b>				<b>103.32</b>	<b>103.32</b>		
<b>1043500</b>							
Truly Nolen Exterminating, Inc	250125667	Pest Control	10/03/2018	44.00	44.00	10/10/2018	
Truly Nolen Exterminating, Inc	250125668	Pest Control	10/03/2018	44.00	44.00	10/10/2018	
<b>Total 1043500:</b>				<b>88.00</b>	<b>88.00</b>		
<b>1043640</b>							
National League of Cities	139743	membership	08/01/2018	119.10	.00		
<b>Total 1043640:</b>				<b>119.10</b>	<b>.00</b>		
<b>1043705</b>							
Copygraphix	23498324	Copy Machine Lease/Town Hall	10/08/2018	580.26	580.26	10/16/2018	
<b>Total 1043705:</b>				<b>580.26</b>	<b>580.26</b>		
<b>1045810</b>							
Benavidez Law Group, P.C.	66014	Prosecution Fees	10/11/2018	1,034.00	.00		
<b>Total 1045810:</b>				<b>1,034.00</b>	<b>.00</b>		
<b>1048210</b>							
Wells Fargo Remittance Center	09172018	.Gov Domain	09/17/2018	400.00	400.00	10/17/2018	
Wells Fargo Remittance Center	1BWFZZY	Renewal EndPoint Security Softw	09/24/2018	905.51	905.51	10/17/2018	
<b>Total 1048210:</b>				<b>1,305.51</b>	<b>1,305.51</b>		
<b>1048275</b>							
Verizon Wireless	9818018357	cell phones	10/07/2018	1,744.39	.00		
<b>Total 1048275:</b>				<b>1,744.39</b>	<b>.00</b>		
<b>1051230</b>							
Benavidez Law Group, P.C.	66014	Attorney Fees	10/11/2018	734.16	.00		
<b>Total 1051230:</b>				<b>734.16</b>	<b>.00</b>		
<b>1051271</b>							
AT&T	9001/10042018	Phone Service	10/04/2018	104.84	104.84	10/10/2018	
CenturyLink	10072018	Phone Service	10/07/2018	310.19	310.19	10/16/2018	
<b>Total 1051271:</b>				<b>414.83</b>	<b>414.83</b>		
<b>1051340</b>							
S.S.V.E.C	10052018	Police Dept	10/05/2018	470.29	470.29	10/11/2018	
<b>Total 1051340:</b>				<b>470.29</b>	<b>470.29</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1051365</b>							
Shred-It USA	8040097095	monthly shred service	04/16/2018	90.35	.00		
<b>Total 1051365:</b>				<b>90.35</b>	<b>.00</b>		
<b>1051460</b>							
AZ Department of Corrections	D08105201808	Inmate Transportation Cost	10/15/2018	29.79	.00		
AZ Department of Corrections	D08107201810	Inmate Labor	10/16/2018	16.80	.00		
<b>Total 1051460:</b>				<b>46.59</b>	<b>.00</b>		
<b>1051470</b>							
Gardner's Garage	03138	Vehicle Maint	10/10/2018	36.00	36.00	10/11/2018	
Gardner's Garage	03151	Vehicle Maint	10/12/2018	18.00	.00		
<b>Total 1051470:</b>				<b>54.00</b>	<b>36.00</b>		
<b>1051480</b>							
Wells Fargo Remittance Center	E01006N123	Email	09/29/2018	131.66	131.66	10/17/2018	
<b>Total 1051480:</b>				<b>131.66</b>	<b>131.66</b>		
<b>1051505</b>							
Macs Towing, LLC	8239	Vehicle Tow Fee	10/07/2018	85.00	85.00	10/10/2018	
<b>Total 1051505:</b>				<b>85.00</b>	<b>85.00</b>		
<b>1051620</b>							
Empire Southwest, LLC	EPCT0001261	Service for Generator	10/05/2018	225.38	225.38	10/11/2018	
<b>Total 1051620:</b>				<b>225.38</b>	<b>225.38</b>		
<b>1052102</b>							
Verified Volunteers	7576670	New Hire	09/30/2018	20.00	.00		
<b>Total 1052102:</b>				<b>20.00</b>	<b>.00</b>		
<b>1052340</b>							
S.S.V.E.C	10052018	Animal Shelter	10/05/2018	397.73	397.73	10/11/2018	
<b>Total 1052340:</b>				<b>397.73</b>	<b>397.73</b>		
<b>1052480</b>							
AZ Department of Corrections	D08105201808	Inmate Transportation Cost	10/15/2018	119.16	.00		
AZ Department of Corrections	D08107201810	Inmate Labor	10/16/2018	67.20	.00		
Wells Fargo Remittance Center	01563	Arm & Hammer Litter	09/19/2018	15.41	15.41	10/17/2018	
Wells Fargo Remittance Center	302823	Disinfectant	09/19/2018	38.88	38.88	10/17/2018	
<b>Total 1052480:</b>				<b>240.65</b>	<b>54.29</b>		
<b>1052490</b>							
Wells Fargo Remittance Center	E01006N123	Email	09/28/2018	25.22	25.22	10/17/2018	
<b>Total 1052490:</b>				<b>25.22</b>	<b>25.22</b>		
<b>1053340</b>							
S.S.V.E.C	10052018	Fire Station	10/05/2018	820.30	820.30	10/11/2018	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 1053340:</b>				<b>820.30</b>	<b>820.30</b>		
<b>1053450</b>							
Empire Southwest, LLC	EPCT0001261	Service for Generator	10/05/2018	225.37	225.37	10/11/2018	
<b>Total 1053450:</b>				<b>225.37</b>	<b>225.37</b>		
<b>1053480</b>							
Wells Fargo Remittance Center	E01006NI23	Email	09/29/2018	8.61	8.61	10/17/2018	
<b>Total 1053480:</b>				<b>8.61</b>	<b>8.61</b>		
<b>1057340</b>							
S.S.V.E.C	10052018	street lights	10/05/2018	2,518.03	2,518.03	10/11/2018	
<b>Total 1057340:</b>				<b>2,518.03</b>	<b>2,518.03</b>		
<b>1058270</b>							
CenturyLink	10072018	Phone Service	10/07/2018	51.79	51.79	10/16/2018	
<b>Total 1058270:</b>				<b>51.79</b>	<b>51.79</b>		
<b>1058340</b>							
S.S.V.E.C	10052018	Pool	10/05/2018	549.77	549.77	10/11/2018	
<b>Total 1058340:</b>				<b>549.77</b>	<b>549.77</b>		
<b>1060480</b>							
Ace Hardware	160185/1	Paint and Supplies	10/09/2018	90.72	90.72	10/10/2018	
PPG Architectural Finishes	972802079031	Paints and Supplies	10/09/2018	217.47	217.47	10/11/2018	
<b>Total 1060480:</b>				<b>308.19</b>	<b>308.19</b>		
<b>1062271</b>							
AT&T	3001/10042018	Phone Service	10/04/2018	55.26	55.26	10/10/2018	
CenturyLink	10072018	Phone Service	10/07/2018	115.23	115.23	10/16/2018	
<b>Total 1062271:</b>				<b>170.49</b>	<b>170.49</b>		
<b>1062340</b>							
S.S.V.E.C	10052018	Library	10/05/2018	786.82	786.82	10/11/2018	
<b>Total 1062340:</b>				<b>786.82</b>	<b>786.82</b>		
<b>1062366</b>							
AZ Department of Corrections	D08105201808	Inmate Transportation Cost	10/16/2018	59.58	.00		
AZ Department of Corrections	D08107291810	Inmate Labor	10/16/2018	33.60	.00		
<b>Total 1062366:</b>				<b>93.18</b>	<b>.00</b>		
<b>1062480</b>							
Wells Fargo Remittance Center	E01006NI23	Email	09/29/2018	15.25	15.25	10/17/2018	
<b>Total 1062480:</b>				<b>15.25</b>	<b>15.25</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1065140</b>							
Benavidez Law Group, P.C.	68014	Attorney Fees	10/11/2018	734.17	.00		
<b>Total 1065140:</b>				<b>734.17</b>	<b>.00</b>		
<b>1066140</b>							
Benavidez Law Group, P.C.	68014	Attorney Fees	10/11/2018	734.17	.00		
<b>Total 1066140:</b>				<b>734.17</b>	<b>.00</b>		
<b>1068271</b>							
CenturyLink	10072018	Phone Service	10/07/2018	53.21	53.21	10/16/2018	
<b>Total 1068271:</b>				<b>53.21</b>	<b>53.21</b>		
<b>1068340</b>							
S.S.V.E.C	10052018	Senior Center	10/06/2018	391.12	391.12	10/11/2018	
<b>Total 1068340:</b>				<b>391.12</b>	<b>391.12</b>		
<b>2040400</b>							
Katrina Sutton	000242	Restitution	10/15/2018	15.00	.00		
<b>Total 2040400:</b>				<b>15.00</b>	<b>.00</b>		
<b>5121350</b>							
la Tadema	2003898/10122	Water Deposit Refund	10/12/2018	17.79	.00		
Mamie Fuqua	3007622/10162	Water Deposit Refund	10/16/2018	40.00	.00		
Kenneth Ashcroft	2101824/10172	Water Deposit Refund	10/17/2018	13.93	.00		
<b>Total 5121350:</b>				<b>71.72</b>	<b>.00</b>		
<b>5140110</b>							
Cintas Corporation No. 445	4010780807	Uniform and Rentals/Public Works	10/10/2018	80.02	80.02	10/11/2018	
Cintas Corporation No. 445	4011124249	Uniform and Rentals/Public Works	10/17/2018	95.23	.00		
<b>Total 5140110:</b>				<b>175.25</b>	<b>80.02</b>		
<b>5140340</b>							
S.S.V.E.C	10052018	Wells	10/06/2018	3,817.48	3,817.48	10/11/2018	
<b>Total 5140340:</b>				<b>3,817.48</b>	<b>3,817.48</b>		
<b>5140380</b>							
AZ Department of Corrections	D08105201808	Inmate Transportation Cost	10/15/2018	119.17	.00		
AZ Department of Corrections	D08107201810	Inmate Labor	10/16/2018	67.20	.00		
Benavidez Law Group, P.C.	68014	Attorney Fees	10/11/2018	734.17	.00		
<b>Total 5140380:</b>				<b>920.54</b>	<b>.00</b>		
<b>5140480</b>							
Wells Fargo Remittance Center	10875719	Light Bluba, Door Latch, Tape	09/13/2018	99.32	99.32	10/17/2018	
<b>Total 5140480:</b>				<b>99.32</b>	<b>99.32</b>		
<b>5140475</b>							
Senergy Petroleum LLC	484471	Diesel #2	10/11/2018	235.97	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 5140475:</b>				<b>235.97</b>	<b>.00</b>		
<b>5140480</b>							
Wells Fargo Remittance Center	E01006NI23	Email	09/29/2018	8.61	8.61	10/17/2018	
<b>Total 5140480:</b>				<b>8.61</b>	<b>8.61</b>		
<b>5140510</b>							
Turner Laboratories, Inc	1610554	Qtrly Ground Water Test	10/24/2018	470.00	.00		
YL Technology, LLC	32058	Sampling Fee	10/08/2018	92.00	92.00	10/11/2018	
<b>Total 5140510:</b>				<b>562.00</b>	<b>92.00</b>		
<b>5140610</b>							
Empire Southwest, LLC	EPCT0001261	Service for Generator	10/05/2018	673.50	673.50	10/11/2018	
RDO Equipment Trust #80-5800	P31333	Repair Back Hoe	10/10/2018	207.11	207.11	10/11/2018	
RDO Equipment Trust #80-5800	P31428	Back Hoe 310 Repair	10/12/2018	170.93	.00		
<b>Total 5140610:</b>				<b>1,051.54</b>	<b>880.61</b>		
<b>5240340</b>							
S.S.V.E.C	10052018	Sewer Ponds	10/05/2018	637.21	637.21	10/11/2018	
<b>Total 5240340:</b>				<b>637.21</b>	<b>637.21</b>		
<b>5240380</b>							
AZ Department of Corrections	D08105201808	Inmate Transportation Cost	10/16/2018	119.18	.00		
AZ Department of Corrections	D08107201810	Inmate Labor	10/16/2018	67.20	.00		
Benavidez Law Group, P.C.	68014	Attorney Fees	10/11/2018	734.17	.00		
<b>Total 5240380:</b>				<b>920.55</b>	<b>.00</b>		
<b>5240475</b>							
Senergy Petroleum LLC	484471	Diesel #2	10/11/2018	235.97	.00		
<b>Total 5240475:</b>				<b>235.97</b>	<b>.00</b>		
<b>5240610</b>							
Hach Company	11070476	Sensor W/30ft Calbe & Comb US	07/31/2018	213.89	213.89	10/11/2018	
Hach Company	11078838	Sensor W/30ft Calbe & Comb US	08/06/2018	1,505.33	1,505.33	10/11/2018	
Hach Company	11067764	Sensor W/30ft Calbe & Comb US	08/10/2018	1,473.90	1,473.90	10/11/2018	
Hach Company	11106382	Sensor W/30ft Calbe & Comb US	08/23/2018	138.47	138.47	10/11/2018	
Hach Company	11112000	Sensor W/30ft Calbe & Comb US	08/28/2018	1,505.33	1,505.33	10/11/2018	
Hach Company	2158533	Sensor W/30ft Calbe & Comb US	10/10/2018	1,404.19	1,404.19	10/11/2018	
Hach Company	2158549	Sensor W/30ft Calbe & Comb US	10/10/2018	69.71	69.71	10/11/2018	
<b>Total 5240610:</b>				<b>3,363.02</b>	<b>3,363.02</b>		
<b>5240702</b>							
Turner Laboratories, Inc	1610216	Qtrly WasteWater Test	10/08/2018	372.50	372.50	10/11/2018	
<b>Total 5240702:</b>				<b>372.50</b>	<b>372.50</b>		
<b>5440360</b>							
Benavidez Law Group, P.C.	68014	Attorney Fees	10/11/2018	734.17	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 5440380:</b>				<b>734.17</b>	<b>.00</b>		
<b>5540110</b>							
Cintas Corporation No. 445	4010780807	Uniform and Rentals/Landfill	10/10/2018	139.95	139.95	10/11/2018	
Cintas Corporation No. 445	4011124249	Uniform and Rentals/Landfill	10/17/2018	113.87	.00		
<b>Total 5540110:</b>				<b>253.82</b>	<b>139.95</b>		
<b>5540340</b>							
AT&T	9001/10042018	Phone Service	10/04/2018	97.94	97.94	10/10/2018	
S.S.V.E.C	10052018	Landfill Scales	10/05/2018	802.26	802.26	10/11/2018	
CenturyLink	10072018	Phone Service	10/07/2018	81.95	81.95	10/16/2018	
<b>Total 5540340:</b>				<b>982.15</b>	<b>982.15</b>		
<b>5540380</b>							
AZ Department of Corrections	D08105201808	Inmate Transportation Cost	10/15/2018	119.18	.00		
AZ Department of Corrections	D08107201810	Inmate Labor	10/16/2018	67.20	.00		
Benavidez Law Group, P.C.	66014	Attorney Fees	10/11/2018	734.17	.00		
McCoy's Septic Pumping Service	3904	Clean Landfill Septic Tank	10/08/2018	190.00	190.00	10/11/2018	
<b>Total 5540380:</b>				<b>1,110.55</b>	<b>190.00</b>		
<b>5540385</b>							
al Enterprises, Inc	28447	septic clean out scalehouse	09/30/2018	57.75	57.75	10/10/2018	
<b>Total 5540385:</b>				<b>57.75</b>	<b>57.75</b>		
<b>5540460</b>							
Waste Management of AZ	0670789-0567-	Relocate	10/01/2018	1,320.00	1,320.00	10/10/2018	
Groesbeck Hilliard-Blackwell	102089	Refund on Dump Truck Rental	10/15/2018	60.00	.00		
<b>Total 5540460:</b>				<b>1,380.00</b>	<b>1,320.00</b>		
<b>5540478</b>							
Senergy Petroleum LLC	484471	Red Dyed Diesel #2	10/11/2018	1,233.45	.00		
<b>Total 5540478:</b>				<b>1,233.45</b>	<b>.00</b>		
<b>5540480</b>							
Wells Fargo Remittance Center	E01008Ni23	Email	09/29/2018	17.22	17.22	10/17/2018	
<b>Total 5540480:</b>				<b>17.22</b>	<b>17.22</b>		
<b>7340850</b>							
APS	1263280000/10	electric bill	10/08/2018	110.11	110.11	10/16/2018	
<b>Total 7340850:</b>				<b>110.11</b>	<b>110.11</b>		
<b>Grand Totals:</b>				<b>36,421.54</b>	<b>24,737.31</b>		

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

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**Report Criteria:**

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2018-25

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 8 “HEALTH AND SAFETY,” CHAPTER 8.05 “GARBAGE AND TRASH COLLECTION,” SECTION 8.05.040 “FEES FOR REMOVAL OF GARBAGE AND RUBBISH” TO REMOVE THE FEE AMOUNTS FROM THE TOWN CODE AND TO ALLOW THE TOWN COUNCIL TO ESTABLISH AND AMEND A FEE SCHEDULE BY RESOLUTION.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the “Code”], and has amended and republished the Code from time to time, as authorized by A.R.S. section 9-240 (B) (28); and

**WHEREAS**, pursuant to A.R.S. section 49-741, the Town is responsible for ensuring that there is safe and sanitary disposal of solid waste generated within its jurisdiction, but need not duplicate a service provided by a private enterprise; and

**WHEREAS**, the Town Council wishes to amend the Code to remove the specific fee amounts from the Code and to allow the Town Council to establish and amend a fee schedule by resolution; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on October 11, 2018, and at a subsequent meeting on October 25, 2018.

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

**SECTION 1.** The Code, Chapter 8.05 “GARBAGE AND TRASH COLLECTION,” Section 8.05.040 “Fees for removal of garbage and rubbish,” is amended as follows, with deletions in ~~strikethrough~~ and additions in underlined text:

### **8.05.040 Fees for removal of garbage and rubbish.**

**A. Fees Within the ~~Town~~ Town’s Service Area.** There shall be assessed and charged against the owner, occupant or lessee of all occupied premises within the ~~town limits~~ town’s service area, a fee fees for collection and removal of garbage, rubbish and

refuse. The fees shall be established by the council as a fee schedule, adopted and amended by the council from time to time, as follows:

~~1. Single-Family Residences. There shall be one garbage and refuse container for every four family residences or as determined by the common council. The monthly fee shall be \$12.00 for each residence for fiscal years 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019 and 2019-2020. In fiscal years 2020-2021 and beyond, the single-family residence fee will be \$13.00. Garbage and refuse collection shall be twice a week.~~

~~2. Multi-Family Units and Commercial Enterprises. The monthly fee assessed to each multi-family unit and commercial enterprise shall be \$48.00 for each container. Garbage and refuse collection shall be twice a week. The number of containers needed by any multi-family or commercial enterprise shall be determined by the common council based upon the amounts of garbage and refuse to be collected.~~

~~B. Fees Outside the Town. There shall be assessed and charged against the occupant or owner of all occupied premises outside the incorporated town limits who are members of the town's garbage collection system or have access to town-owned garbage and refuse containers, a fee for collection and removal of garbage, rubbish and refuse, as follows:~~

~~1. Single-Family Residences. There shall be one garbage and refuse container for every four family residences or as determined by the council. The monthly fee shall be \$12.00 for each such single-family residence. Garbage and refuse collection shall be twice a week.~~

~~2. Multi-Family Units and Commercial Enterprises. The monthly fee assessed to each commercial enterprise shall be \$48.00 for each container. Garbage and refuse collection shall be three times a week. The number of containers needed by any multi-family unit or commercial enterprise will be determined by the council based upon the amount of garbage and refuse to be collected.~~

C. *[Renumbered to subsection "B", otherwise unchanged]*

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

**SECTION 3.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 4.** As provided in the Code, Section 1.05.110, any person found guilty of violating any provision of the Code, including this Ordinance, shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not to exceed one thousand dollars or by imprisonment for a period of not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

**SECTION 5.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 25th DAY OF OCTOBER, 2018.**

\_\_\_\_\_  
Kenneth Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Fuller, Town Clerk

Approved as to Form:

\_\_\_\_\_  
Thomas Benavidez, Town Attorney

Walter Welsch

wwelsch@ huachucacityaz.gov

October 16, 2018

I wish to have an item on the next council meeting that is to be held on Oct.25.2018.

This item is for discussion only to.

Items that were in the last two council meeting that were inaccurate or miss leading and could have influenced the council vote.

Please include this item

Walter Welsch

Council member

**Town of Huachuca City Code of Ethics**  
**For Elected Officials**

This Code of Ethics is designed to describe the manner in which Councilmembers should treat one another, Town staff, constituents, and others they come into contact with in representing the Town of Huachuca City. It is meant to describe more clearly the behavior, manners and courtesies that are suitable for various occasions in order to make public meetings and the process of governance run more smoothly.

The content of this Code of Ethics includes:	Pages
• Overview of Roles and Responsibilities	1-3
• Policies and Protocol Related to Conduct	3-4
• Council Conduct with One Another	4-6
• Council Conduct with Town Staff	6-7
• Council Conduct with the Public	8-9
• Council Conduct with Other Public Agencies	9-10
• Council Conduct with Boards and Commissions	10-11
• Council Conduct with the Media	11
• Sanctions	12
• Principles of Proper Conduct	13
• Checklist for Monitoring Conduct	13-14
• Glossary of Terms	14

**The object of this document is to facilitate that all considerations are made for the benefit of the community as a whole.**

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience stress in making decisions that could impact hundreds of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers to do the right thing in even the most difficult situations.

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**Overview of Roles and Responsibilities**

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Town of Huachuca City Code and in the Elected Officials Guide published by the League of Arizona Cities and Towns.

**MAYOR**

- Elected as Mayor (Town Code, Section 2.10.010)
- Serves as Chief Executive Officer of the Town
- Chairs Council meetings (Town Code, Section 2.10.040)

- **Calls for special meetings (Town Code, Section 2.20.020)**
  - **Sets agendas in consultation with the Town Manager and Town Attorney**
  - **Recommends subcommittees as appropriate for Council approval**
  - **Leads the Council into an effective, cohesive working team**
  - **Signs documents on behalf of the Town of Huachuca City**
  - **Calls upon emergency agencies for assistance**
  - **Is advised of Town employee dismissals or suspensions**
  - **Declares Town emergency by proclamation**
  - **Acts as the Town representative at ceremonial functions**

#### **VICE MAYOR/MAYOR PRO-TEM**

- **Serves at the pleasure of the Council**
- **Performs the duties of the Mayor if the Mayor is absent (Town Code, Section (2.10.020)**
- **Chairs Council meetings in the absence of the Mayor**
- **Represents the Town at ceremonial functions at the request of the Mayor**

#### **ALL COUNCILMEMBERS**

All members of the Town Council shall subscribe an oath stating they will bear true faith and allegiance to the Constitution of the State of Arizona and the Constitution of the United States, and defend them against all enemies, foreign and domestic, and will faithfully and impartially discharge their duties to the best of their abilities. All members of the Town Council, including those serving as Mayor and Vice Mayor, have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect.

All Councilmembers should:

- **Fully participate in Town Council meetings and other public forums while demonstrating kindness, consideration, and courtesy to others**
- **Prepare in advance of Council meetings and be familiar with issues on the agenda**
- **Represent the Town at ceremonial functions at the request of the Mayor**
- **Place activities and events on the Council's monthly activities calendar that invite official participation of all Councilmembers. A list of the activities of individual Councilmembers may also be submitted for public record at the option of the Councilmember.**
- **Be respectful of other people's time. Stay focused and act efficiently during public meetings.**
- **Serve as a model of leadership and civility to the community**
- **Inspire public confidence in **Huachuca City government****

- Provide contact information to the Town Clerk in case an emergency or urgent situation arises while the Councilmember is out of town
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities to increase team effectiveness and review Council procedures such as this Code of Conduct
- Be strongly encouraged to participate in professional development, networking opportunities, and sharing what they've learned

#### **MEETING CHAIR**

The Mayor will chair official meetings of the Town Council, unless the Vice Mayor or another Councilmember is designated as Chair of a specific meeting. The Meeting Chair:

- Maintains order, decorum, and the fair and equitable treatment of all speakers
- Keeps discussion and questions focused on specific agenda items under consideration
- Makes parliamentary rulings with advice, if requested, from the Town Attorney who acts as an advisory parliamentarian. Chair rulings may be overturned if a Councilmember makes a motion as an individual and the majority of the Council votes to overrule the Chair.

#### **FORMER COUNCILMEMBERS AND FORMER TOWN STAFF**

Past members of the Town Council and former staff who speak to the current Town Council about a pending issue should be encouraged to disclose whom they are speaking on behalf of (individual or organization).

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### **Policies & Protocol Related to Conduct**

#### **Ceremonial Events**

Requests for a Town representative at ceremonial events will be handled by Town staff. The Mayor will serve as the designated Town representative. If the Mayor is unavailable, then Town staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Councilmember should be asked to serve as a substitute. Invitations received at Town Hall are presumed to be for official Town Representation. Invitations addressed to Councilmembers at their homes are presumed to be for unofficial, personal consideration.

## **Correspondence Signatures**

Councilmembers do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings. The Town Clerk will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that they be signed by another Councilmember or the Town Clerk. Official correspondence to the public or other governmental agencies shall be coordinated through the Town Manager.

If correspondence is addressed only to one Councilmember, the Councilmember should coordinate with the Town Manager on the best way to respond to the sender.

## **Endorsement of candidates**

Councilmembers have the right to endorse candidates for all council seats or other elected offices. It is inappropriate to mention endorsements during Council meetings or other official Town meetings.

## **Public Announcements in Council Meetings**

Councilmembers who want to speak during the Call to the Public or Councilmembers Report portion of the Council meeting should notify the Chair in advance. Councilmembers, like members of the public, who use this portion of the agenda to recognize achievements or promote an event will be limited to three minutes each, and should keep the focus on matters of community-wide interest. Matters that may require Council action or direction should not be discussed and those items on the agenda should not be used for any form of campaigning.

## **Travel Expenses**

The policies and procedures related to the reimbursement of travel expenses for official Town business by Councilmembers are regulated according to the Town of Huachuca City Employee Manual Travel Policy, Section 2.130.795. Town employee travel policies apply to Councilmembers in relation to use of Town vehicles, however the Town employee travel policy regarding per diem payment does not apply to Councilmembers; as Councilmembers monthly stipend covers that type of expense. Expenditures for individual Councilmembers and the Council as a whole shall be determined in the budget process.*(As recommended by Councilmen Welsh, Council travel under 65 miles one way will be covered by monthly stipend; travel over 65 miles one way travel expenses will be paid at IRS standards for mileage. This will only apply if a city vehicle is not available.)*

## **Conflict of Interest**



Councilmembers as citizens are often involved in multiple facets of the community. Any Councilmember who has a conflict of interest with a Council issue being discussed or voted upon should recuse themselves from the discussion and from the room, until the discussion is finished. Furthermore, a Councilmember may not speak on call to the public regarding the issue that presents a conflict of interest. A conflict of interest can arise from multiple issues, for example:

- Ex 1- The town is proposing a grant to repave Elm Street. Councilmember Doe lives on Elm Street. Councilmember Doe should exclude him or herself from any discussion or vote regarding the grant for Elm Street.
- Ex 2- Councilmember Doe is a board member of the Humane Society. The Town is setting a policy for funding the Humane Society. Councilmember Doe should recuse from any action item or vote regarding the Humane Society, as long as a resource person is available to answer questions for said committee.

### **Council Liaison to Community Organizations**

Town Councilmembers often serve on or are members of various community organizations such as the Humane Society, Masonic Lodge, or Friends of the Library. This is an important part of community engagement and helps keep the Town staff and other Councilmembers aware of the many events and projects these various groups bring to our community. However, as a Councilmember certain practices should be honored while serving as a Town Councilmember and a group member.

A Councilmember should never say “The Town feels this way” or promise that a Town department such as Public Works can “take care of that for you”. While it is perfectly acceptable to say “you should contact Public Works about this issue”, it is not acceptable to say “Public Works can make that repair for you”. You are one councilmember and cannot speak for the Town as a whole, or explain that a department will take care of an organization issue. The only times this is acceptable is when the Council has voted on an issue, or when you have spoken to the Town Manager about a project and you are aware it is on the Town department’s list to repair.

Councilmembers should report on organization events or projects to Council so that the Town staff and Council can be aware. This is part of department reports. However, while a Councilmember may make a request for an organization to Town staff or request it be placed on the Council agenda; the Councilmember should recuse themselves from voting on the issue regarding the organization due to conflict of interest or a sense of impropriety.

## Council Conduct with One Another

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. This common goal should be acknowledged, even as Council may “agree to disagree” on contentious issues, and to the extent possible will honor decisions of the Council.

### IN PUBLIC MEETINGS

- **Formal Titles**

The Council should refer to one another formally during public meetings as Mayor, Vice Mayor or Councilmember followed by the last name.

- **Practice civility and decorum in discussions and debate**

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Councilmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

- **Honor the role of the Chair in maintaining order**

It is the responsibility of the Chair to keep the comments of Councilmembers on track during public meetings. Councilmembers should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the

Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- **Avoid personal comments that could offend other Councilmembers**

If a Councilmember is personally offended by the remarks of another Councilmember, the offended Councilmember should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Councilmember to justify or apologize for the language used. The Chair will maintain control of this discussion.

- **Demonstrate effective problem-solving approaches**

Councilmembers have a public stage to show how people with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

#### **IN PRIVATE ENCOUNTERS**

- **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the lack of security of written notes, social media, voicemail messages, and email**

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speakerphone in a full office? What would happen if this e-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially public communication.

- **Even private conversations can have a public presence**

Elected officials are always on display - their actions, mannerisms, and language are monitored by people around them. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted. Remember the open meeting law prohibits conversations of four or more Councilmembers or the "linking" together through a common source of four or more individual conversations. Open records law also prohibits proposing a policy or action from one Councilmember to a quorum of Council, even if by blind copy email. Proposed actions or policies should be handled by the Town Manager's office or Town Clerk contacting Council regarding the proposed policy or action.

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#### **Council Conduct with Town Staff**

Governance of a Town relies on the cooperative efforts of elected officials, who set policy, and Town staff, who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect and acknowledgment for

the contributions made by each individual for the good of the community.

- **Treat all staff as professionals**

Clear, honest communication that demonstrates respect for the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable. When possible, it is preferable to ask questions prior to public meetings to allow staff adequate time to research the question and provide meaningful answers.

- **Limit contact to specific Town staff**

Remember Town staff are accountable to their supervisors. Tasks or work assignments from outside the normal chain of supervision could cause staff confusion, inadequate work product and inefficient performance. Questions of Town staff and/or requests for additional background information should be directed only to the Town Manager, Town Attorney, Town Clerk, or Department Heads. The Office of the Town Manager should be copied on any request.

Requests for follow-up directions to staff should be made only through the Town Manager, or the Town Attorney when appropriate. When in doubt about what staff contact is appropriate, Councilmembers should ask the Town Manager for direction. Materials supplied to an individual Councilmember in response to a request will be made available to all members of the Council so that all have equal access to information.

- **Do not disrupt Town staff from their jobs**

Councilmembers should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

- **Never publicly criticize an individual employee**

Council should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee's manager. Misdirected comments could violate the Town's personnel rules and limit the Town's ability to deal fairly and efficiently with personnel matters. Comments about staff performance should only be made to the Town Manager privately. Staff should not hesitate to avail themselves of Council expertise where appropriate.

- **Do not get involved in administrative functions**

Councilmembers should not attempt to influence Town staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of Town licenses and permits.

- **Check with Town staff on correspondence before taking action**

Before sending correspondence, Councilmembers should check with the Town Manager to see if an official Town response has already been sent or is in progress.

- **Do not attend meetings with Town staff unless requested by staff**

Even if the Councilmember does not say anything the Councilmember's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively. Council may request, through the Town Manager, to attend specific meetings. They should honor the Manager's decision once given.

- **Council request for staff support**

Routine secretarial support will be provided to all Councilmembers. All mail for Councilmembers is opened by the Town Clerk, unless other arrangements are requested by a Councilmember.

Requests for additional staff support - even in high priority or emergency situations - should be made to the Town Manager who is responsible for allocating Town resources in order to maintain a professional, well-run Town government.

- **Do not solicit political support from staff**

Councilmembers should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff; to do so could violate the law. Town staff may, as private citizens with constitutional rights, support political candidates for other government entities but all such activities must be done away from the workplace. Employees should be aware of how political support of councilmembers may appear to other councilmembers, even away from the workplace.

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### Council Conduct with the Public

#### IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Councilmembers toward a person participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with respect**
- **Be fair and equitable in allocating public hearing time to individual speakers**

The Council will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he/she exhibits inappropriate behavior. After the close of the public hearing, no more public testimony<sup>1</sup> will be accepted unless the Mayor reopens the

public hearing for a limited and specific purpose.

- **Give the appearance of active listening**

It is disconcerting to speakers to have Councilmembers not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, looking at or checking at our phone, gazing around the room gives the appearance of disinterest. Be aware of facial expressions--especially those that could be misinterpreted in a negative way.

- **Ask for clarification, but avoid debate and argument with the public**

Only the Mayor--not individual Councilmembers--can interrupt a speaker during a presentation. However, a Councilmember can ask the Mayor for a point of order if the speaker is off the topic or exhibiting behavior or language the Councilmember finds disturbing.

If speakers become flustered or defensive because of Council questions, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Councilmembers to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Councilmembers' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No personal attacks of any kind, under any circumstances**

Councilmembers should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

### IN UNOFFICIAL SETTINGS

- **Make no promises on behalf of the Council**

Councilmembers will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Town policy and to refer to Town staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise Town staff will do something specific (fix a pothole; remove a library book, plant new trees, etc.) It is important to remember that you are one vote. It takes a quorum of Council to make any Council decision or action.

- **Make no personal comments about other Councilmembers**

It is acceptable to publicly disagree about an issue; but it is unacceptable to make derogatory comments about other Councilmembers, their opinions, or their actions. This also applies when talking with staff about other Councilmembers.

- **Remember Huachuca City is small town**

Councilmembers in the public eye every day that they serve in office. They are constantly being observed by the community. Their behaviors and comments serve as models for proper behavior in the Town of Huachuca City. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Councilmembers, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

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### Council Conduct with Other Public Agencies

- **Be open about representing the Town or personal Interests**

If a Councilmember appears before another governmental agency or organization to give a statement on an issue, the Councilmember must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the Town; 2) whether this is the majority or minority opinion of the Council.

If the Councilmember is representing another organization whose position is different from the Town, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the Town's interest. Councilmembers should be open about which organizations they represent and inform the Mayor and Council of their involvement.

- **Correspondence should be equally clear about representation**

Town letterhead may be used when the Councilmember is representing the Town and the Town's official position. A copy of official correspondence should be given to the Town Clerk to be filed as part of the permanent public record.

- Town letterhead should not be used for correspondence of Councilmembers representing a personal point of view, and is best not used to express a dissenting point of view from an official Council position. However, should Councilmembers use Town letterhead to express a dissenting point of view, the official Town position must be stated clearly so the reader understands the difference between the official Town position and the viewpoint of the Councilmember. It is inappropriate for a Councilmember to contact a Board or Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Councilmembers to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

- **Remember that Boards and Commissions serve the community, not individual Councilmembers**

The Town Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward." Boards and committees should always remember they are advisory to Council, and often require Council action<sup>1</sup> or approval for their recommendations.

- **Be respectful of diverse opinions**

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. While Councilmembers may have a closer working relationship with some specific individuals serving on Boards and Commissions, they must be fair and respectful of all citizens serving on Boards and Commissions.

- **Keep political support away from public forums**

Board and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support

Board and Commission members who are running for office, but not in an official forum in their capacity as a Town Councilmember.

- **Inappropriate behavior can lead to removal**

Inappropriate behavior by a Board or Commission member should be communicated to the Mayor, and the Mayor and Vice Mayor, with prior consultation with the Town Manager, should counsel the offending member. If inappropriate behavior continues, the Mayor and Vice Mayor should bring the situation to the attention of the Council. Conflicts should be resolved at the lowest possible level.

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### **Council Conduct with the Media**

- **Councilmembers are frequently contacted by the media for background and quotes.** The best advice for dealing with the media is to “never go off the record.”

Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- **The Mayor is the official spokesperson on the town position.**

The Mayor is the designated representative of the Council to present and speak on the official Town position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official Town position or a personal viewpoint.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.



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## Sanctions

- **Public Disruption**

Members of the public who do not follow proper conduct in a public meeting may be barred from further testimony at that meeting or removed from the Council Chambers. Severe disruptions shall be dealt with immediately.

- **Inappropriate Staff Behavior**

Councilmembers should refer any Town staff who does not follow proper conduct in their dealings with Councilmembers, other Town staff, or the public to the Town Manager. These employees may be disciplined in accordance with standard Town procedures for such actions.

- **Councilmembers Behavior and Conduct**

Town Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the Town of Huachuca City and with Inter-government agencies) or have official travel restricted. Serious infractions of the Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Councilmembers should point out infractions of the Code of Conduct to the offending Councilmember. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior warrants sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If an alleged violation of the Code of Conduct occurs without being witnessed by Mayor or Council, it should be referred to the Mayor. The Mayor should then contact the Town Attorney regarding the proper investigative procedure to follow. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full Council to consider in a public meeting; or forming a Council ad hoc subcommittee to review the allegation, the investigation, and its findings, as well as to recommend sanction options for Council consideration. Videotaping of the complaint hearing should be used for a Council ad hoc subcommittee.

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## **Principles of Proper Conduct**

### **Proper conduct IS ...**

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping Integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

### **Proper conduct IS NOT ...**

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

It all comes down to respect.

Respect for one another as individuals ... respect for the validity of different opinions ...

Respect for the democratic process ... respect for the community that we serve.

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## **Checklist for Monitoring Conduct**

- Will my decision/statement/action violate the trust, rights or good will of others?
- What are my interior motives and the spirit behind my actions?
- If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- How would my conduct be evaluated by people whose integrity and character I respect?
- Even if my conduct is not illegal or unethical, is it done at someone else's painful expense?  
Will it destroy their trust in me? Will it harm their reputation?
- Is my conduct fair? Just? Morally right?
- If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- Does my conduct give others reason to trust or distrust me?
- Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- Do I exhibit the same conduct in my private life as I do in my public life?

- **Can I take legitimate pride in the way I conduct myself and the example I set?**
- **Do I listen and understand the views of others?**
- **Do I question and confront different points of view in a constructive manner?**
- **Do I work to resolve differences and come to mutual agreement?**
- **Do I support others and show respect for their ideas?**
- **Will my conduct cause public embarrassment to someone else?**

**Approved by Huachuca City Town Council, September 27, 2018.**

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>TAXES</b>					
10-31-100 AUTO LIEU TAX	7,883.02	23,240.85	98,082.00	74,821.15	23.7
10-31-200 REAL PROPERTY TAXES	115.84	2,699.29	83,000.00	80,300.71	3.3
10-31-240 FRANCHISE TAXES	491.73	2,587.79	14,156.00	11,586.21	18.3
10-31-250 CITY SALES TAXES	11,137.18	42,725.62	195,666.00	152,840.38	21.8
10-31-252 USE TAX PURCHASES	.00	.00	50,000.00	50,000.00	.0
10-31-254 USE TAX INVENTORY	.00	.00	25,000.00	25,000.00	.0
10-31-280 STATE SALES TAXES	13,333.34	40,576.68	172,379.00	131,802.32	23.5
<b>TOTAL TAXES</b>	<b>32,770.91</b>	<b>111,830.23</b>	<b>638,263.00</b>	<b>528,432.77</b>	<b>17.5</b>
<b>LICENSES AND PERMITS</b>					
10-32-100 BUILDING PERMITS	224.00	1,814.70	12,000.00	10,385.30	13.5
10-32-110 BUSINESS LICENSES	150.00	484.50	18,000.00	15,515.50	3.0
10-32-120 P&Z FEES	300.00	835.00	175.00	( 660.00)	477.1
<b>TOTAL LICENSES AND PERMITS</b>	<b>674.00</b>	<b>2,934.20</b>	<b>28,175.00</b>	<b>25,240.80</b>	<b>10.4</b>
<b>INTERGOVERNMENTAL REVENUE</b>					
10-33-100 STATE REVENUE SHARING	17,448.62	52,344.40	217,000.00	164,655.60	24.1
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>17,448.62</b>	<b>52,344.40</b>	<b>217,000.00</b>	<b>164,655.60</b>	<b>24.1</b>
<b>CHARGES FOR SERVICE</b>					
10-34-100 ZONING FEES	.00	.00	500.00	500.00	.0
10-34-131 POLICE PROTECTION EQUIPMENT	10.60	42.52	250.00	207.48	17.0
10-34-132 POST TRAINING REIMBURSMENTS	.00	.00	500.00	500.00	.0
10-34-140 AUCTION PROCEEDS	901.24	32,911.88	10,000.00	( 22,911.88)	329.1
10-34-150 ANIMAL SHELTER REIMBURSEMENT	.00	.00	250.00	250.00	.0
10-34-160 KENNEL FEES	3,776.00	3,876.00	16,000.00	12,124.00	24.2
10-34-530 CITY BUS FEES/DONATIONS	.00	.00	5,000.00	5,000.00	.0
10-34-923 BUS TICKET SALES SIERA VISTA	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL CHARGES FOR SERVICE</b>	<b>4,687.84</b>	<b>36,830.18</b>	<b>33,500.00</b>	<b>( 3,330.18)</b>	<b>108.9</b>
<b>FINES</b>					
10-35-100 POLICE FINES	8,083.17	28,582.80	150,000.00	123,417.20	17.7
10-35-110 IMPOUND FEES	75.00	570.00	5,500.00	4,930.00	10.4
10-35-112 TOWING FEES	160.00	582.00	3,150.00	2,568.00	18.5
10-35-120 LIBRARY FEES & FINES	236.00	1,008.97	5,000.00	3,991.03	20.2
<b>TOTAL FINES</b>	<b>8,556.17</b>	<b>28,743.77</b>	<b>163,650.00</b>	<b>134,906.23</b>	<b>17.8</b>

TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
10-36-100 INTEREST	.00	.00	6,000.00	6,000.00	.0
10-36-200 UNREALIZED GAIN	.00	.00	2,000.00	2,000.00	.0
10-36-455 DONATIONS	.00	.00	1,400.00	1,400.00	.0
10-36-500 PARKS & REC REVENUE & FEES	25.00	717.25	1,000.00	282.75	71.7
10-36-515 YOUTH SPONSERSHIP REVENUE	.00	.00	100.00	100.00	.0
10-36-900 MISCELLANEOUS	116.25	18,055.00	.00	18,055.00	.0
10-36-902 WORKERS' COMP REIMBURSEMENTS	.00	.00	100.00	100.00	.0
10-36-903 DIESEL SALES (FIRE, SCHOOL)	1,382.92	1,382.92	22,000.00	20,617.08	6.3
10-36-904 WILDLAND REVENUE	.00	.00	10,000.00	10,000.00	.0
10-36-907 INSURANCE CLAIMS	.00	.00	100.00	100.00	.0
10-36-910 LANDFILL LAND LEASE	47,600.00	142,800.00	571,193.00	428,393.00	25.0
10-36-915 COUNTY ANIMAL SHELTER REVENUE	.00	10,500.00	50,000.00	39,500.00	21.0
10-36-922 EMPLOYEE INSUR CONTRIBUTION	3,938.90	7,877.80	9,750.00	1,872.20	80.8
10-36-950 RICO REVENUE (ASSET FORFEITURE)	.00	.00	8,400.00	8,400.00	.0
10-36-965 ROLL-OFF TRUCK (SURPLUS SALES)	.00	.00	50,000.00	50,000.00	.0
10-36-970 WF SAVINGS TRANSFER IN	.00	.00	158,879.00	158,879.00	.0
10-36-999 DAILY CASH REC OVER/SHORT ACCT	.00	.00	10.00	10.00	.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>53,063.07</b>	<b>181,332.97</b>	<b>890,932.00</b>	<b>709,599.03</b>	<b>20.4</b>
<u>TOWN GRANTS</u>					
10-37-165 DONATIONS - ANIMAL SHELTER	218.36	286.36	5,000.00	4,711.64	5.8
10-37-166 ANIMAL SHELTER GRANTS	.00	.00	65,000.00	65,000.00	.0
10-37-456 DONATIONS - LIBRARY	290.00	1,140.00	2,000.00	860.00	57.0
10-37-467 LIBRARY GRANT	35,859.69	35,859.69	100,000.00	64,140.31	35.9
10-37-458 SENIOR CENTER GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-459 SUMMER SPLASH	.00	1,830.00	5,000.00	3,170.00	36.6
10-37-467 POLICE DONATIONS	.00	.00	10,000.00	10,000.00	.0
10-37-908 GRANTS - POLICE AZDOHS	.00	.00	120,428.00	120,428.00	.0
10-37-908 GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909 BUILDING REGULATION GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-911 GRANTS - POLICE AZGOHS	.00	.00	98,000.00	98,000.00	.0
10-37-919 CITY BUS GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-920 GENERAL ADMIN GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-921 POLICE GRANT	.00	.00	100,000.00	100,000.00	.0
10-37-963 E-RATE	.00	.00	175,000.00	175,000.00	.0
10-37-964 CONTINGENCY FUND	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>36,368.05</b>	<b>39,118.05</b>	<b>1,096,428.00</b>	<b>1,057,307.95</b>	<b>3.6</b>
<b>TOTAL FUND REVENUE</b>	<b>153,668.66</b>	<b>453,133.80</b>	<b>3,087,948.00</b>	<b>2,614,812.20</b>	<b>14.8</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>COUNCIL</b>					
10-42-100 PERSONNEL SERVICES	900.00	3,100.00	11,340.00	8,240.00	27.3
10-42-110 PROFESSIONAL SERVICES	2,283.64	5,698.28	6,021.00	322.72	94.6
10-42-130 EMPLOYEE BENEFITS	74.09	255.19	930.00	674.81	27.4
10-42-220 ATTORNEY FEES	384.73	5,048.35	55,772.00	50,723.65	9.1
10-42-250 ADVERTISING	.00	572.97	100.00	( 472.97)	573.0
10-42-290 OFFICE SUPPLIES	.00	73.47	800.00	726.53	9.2
10-42-530 COMMUNITY RELATIONS	.00	100.00	700.00	600.00	14.3
10-42-840 MEMBERSHIP LEAGUE	.00	.00	5,720.00	5,720.00	.0
10-42-880 TRAVEL AND TRAINING	1,302.82	1,522.62	2,000.00	477.38	78.1
<b>TOTAL COUNCIL</b>	<b>4,905.08</b>	<b>18,370.88</b>	<b>83,383.00</b>	<b>67,012.12</b>	<b>18.6</b>
<b>GENERAL ADMINISTRATION</b>					
10-43-100 PERSONNEL SERVICES	5,409.76	15,849.72	70,000.00	54,350.28	22.4
10-43-102 NEW HIRE	.00	.00	150.00	150.00	.0
10-43-105 OVERTIME	( 3.72)	.00	100.00	100.00	.0
10-43-122 MISCELLANEOUS	.00	30.00	.00	( 30.00)	.0
10-43-130 EMPLOYEE BENEFITS	1,349.88	3,880.73	29,105.00	25,224.27	13.3
10-43-220 ATTORNEY FEES	384.73	803.34	10,000.00	9,196.66	8.0
10-43-250 ADVERTISING	.00	473.76	7,500.00	7,026.24	6.3
10-43-271 TELEPHONE	671.91	1,880.34	10,500.00	8,619.66	17.9
10-43-280 INSURANCE	2,283.63	5,745.97	12,100.00	6,354.03	47.5
10-43-290 OFFICE SUPPLIES	119.24	1,095.18	3,000.00	1,904.84	36.5
10-43-300 PRINTING	.00	43.03	1,000.00	956.97	4.3
10-43-340 UTILITIES	615.16	1,852.25	19,700.00	17,847.75	9.4
10-43-360 CONTRACT LABOR	447.55	1,327.89	.00	( 1,327.89)	.0
10-43-440 POSTAGE	250.00	991.28	3,500.00	2,508.72	28.3
10-43-470 VEHICLE EXPENSE	.00	182.14	500.00	337.86	32.4
10-43-475 FUEL EXPENSE	.00	208.33	600.00	393.67	34.4
10-43-480 COMPUTER EXPENSE	815.32	2,709.78	11,400.00	8,690.22	23.8
10-43-500 BUILDING MAINTENANCE	88.00	211.58	12,300.00	12,088.42	1.7
10-43-610 EQUIPMENT MAINTENANCE	.00	48.49	200.00	151.51	24.3
10-43-640 MEMBERSHIP	.00	.00	975.00	975.00	.0
10-43-650 AUDIT	.00	.00	14,821.00	14,821.00	.0
10-43-660 TRAVEL AND TRAINING	425.52	1,808.94	4,850.00	3,241.06	33.2
10-43-690 ELECTION SUPPLIES	1,372.50	1,372.50	8,000.00	6,627.50	17.2
10-43-691 ROLL-OFF TRUCK EXP	.00	.00	50,000.00	50,000.00	.0
10-43-703 CODIFYING/DIGITIZING	.00	252.45	3,500.00	3,247.55	7.2
10-43-705 CAPITAL LEASE EXPENSE	499.94	1,787.88	5,000.00	3,212.12	35.8
10-43-840 CAPITAL OUTLAY - EQUIPMENT	.00	.00	3,700.00	3,700.00	.0
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>14,699.20</b>	<b>42,133.36</b>	<b>282,301.00</b>	<b>240,167.64</b>	<b>14.9</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAGISTRATE</u>					
10-45-100 PERSONNEL SERVICES	3,250.00	11,541.20	43,138.00	31,594.80	28.8
10-45-105 OVERTIME	45.00	150.00	100.00	( 50.00)	150.0
10-45-120 PROSECUTION FEES	.00	1,298.00	.00	( 1,298.00)	.0
10-45-130 EMPLOYEE BENEFITS	1,120.27	3,634.91	17,881.00	14,246.09	20.3
10-45-221 COURT APPT ATTORNEYS	.00	4,820.00	.00	( 4,820.00)	.0
10-45-250 CONTRACT LABOR-PRO TEM	60.00	160.00	1,500.00	1,340.00	10.7
10-45-280 OFFICE SUPPLIES	.00	8.50	450.00	440.50	2.1
10-45-360 CONTRACT LABOR-JUDGE	600.00	3,000.00	14,400.00	11,400.00	20.8
10-45-361 CONTRACT LABOR - SECURITY	138.00	522.00	2,800.00	2,078.00	20.1
10-45-480 COMPUTER EXPENSE	.00	1,125.00	2,500.00	1,375.00	45.0
10-45-660 TRAVEL/TRAINING	.00	388.14	500.00	111.86	77.6
10-45-810 JAIL FEES	1,395.12	4,204.45	6,000.00	1,795.55	70.1
<b>TOTAL MAGISTRATE</b>	<b>6,608.39</b>	<b>30,853.20</b>	<b>89,067.00</b>	<b>58,213.80</b>	<b>34.6</b>
<u>IT</u>					
10-48-101 CONTRACT LABOR	.00	.00	41,000.00	41,000.00	.0
10-48-210 SUBSCRIPTIONS	.00	.00	8,890.00	8,890.00	.0
10-48-275 CELL PHONE	1,757.28	5,184.47	.00	( 5,184.47)	.0
10-48-804 SOFTWARE LICENSING	.00	.00	2,500.00	2,500.00	.0
10-48-840 CAPITAL OUTLAY	.00	1,362.86	8,250.00	6,887.14	16.
<b>TOTAL IT</b>	<b>1,757.28</b>	<b>6,547.33</b>	<b>60,840.00</b>	<b>54,092.67</b>	<b>10.8</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-51-100 PERSONNEL SERVICES	26,820.01	77,526.75	313,680.00	236,159.25	24.7
10-51-102 NEW HIRE	.00	2.10	.00	( 2.10)	.0
10-51-105 OVERTIME	1,672.03	5,232.41	10,000.00	4,767.59	52.3
10-51-110 UNIFORM EXPENSE	250.00	750.00	3,600.00	2,850.00	20.8
10-51-130 EMPLOYEE BENEFITS	21,721.86	37,825.32	234,774.00	196,948.68	16.1
10-51-135 PUBLIC SAFETY RETIREMENT	( 8,990.05)	.00	.00	.00	.0
10-51-221 PSRS BOARD ATTORNEY	.00	.00	100.00	100.00	.0
10-51-222 CCSO CONTRACT	.00	.00	50,000.00	50,000.00	.0
10-51-230 PROFESSIONAL SERVICES	364.72	603.33	6,021.00	5,217.67	13.3
10-51-271 TELEPHONE	454.14	1,353.08	5,200.00	3,846.92	28.0
10-51-290 OFFICE SUPPLIES	215.87	215.87	1,000.00	784.13	21.6
10-51-295 PRINTING EXPENSE	.00	43.03	1,500.00	1,456.97	2.9
10-51-340 UTILITIES	557.10	1,682.74	.00	( 1,682.74)	.0
10-51-360 CONTRACT LABOR	418.52	1,271.06	.00	( 1,271.06)	.0
10-51-365 SHREDDING SERVICES	93.59	167.18	900.00	712.82	20.8
10-51-460 MAINTENANCE AND SUPPLIES	2,292.66	9,312.32	3,500.00	( 5,812.32)	266.1
10-51-468 WEAPONS AND AMMUNITION	155.45	155.45	2,000.00	1,844.55	7.8
10-51-470 VEHICLE EXPENSE	498.37	1,014.04	8,000.00	6,985.96	12.7
10-51-475 POLICE FUEL EXPENSE	.00	2,051.55	12,000.00	9,948.45	17.1
10-51-480 COMPUTER EXPENSE	131.66	398.42	1,200.00	801.58	33.2
10-51-500 BUILDING MAINTENANCE	.00	35.58	.00	( 35.58)	.0
10-51-505 POLICE VEHICLE IMPOUND FEE	160.00	782.00	4,250.00	3,468.00	18.4
10-51-510 IMPOUND ADMIN	( 300.00)	( 1,036.00)	.00	1,036.00	.0
10-51-620 EQUIP REPAIR AND MAINTENANCE	2,726.29	2,951.66	8,500.00	5,548.34	34.7
10-51-640 MEMBERSHIP	.00	.00	400.00	400.00	.0
10-51-660 TRAVEL AND TRAINING	.00	.00	1,000.00	1,000.00	.0
10-51-665 COMMUNITY RELATIONS	.00	.00	750.00	750.00	.0
10-51-705 CAPITAL LEASE	218.30	621.02	2,300.00	1,678.98	27.0
10-51-840 POLICE CAPITAL OUTLAY	.00	2,459.57	6,250.00	3,790.43	39.4
10-51-845 OFFICE FURNITURE	.00	.00	100.00	100.00	.0
10-51-866 BODY WORN CAMERA PROGRAM	.00	.00	3,366.00	3,366.00	.0
10-51-867 ASSET FORFEITURE EXPENSES	.00	.00	6,500.00	8,500.00	.0
<b>TOTAL POLICE</b>	<b>49,450.62</b>	<b>145,632.48</b>	<b>688,891.00</b>	<b>543,258.52</b>	<b>21.1</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ANIMAL SHELTER</b>					
10-52-100 PERSONNEL SERVICES	2,840.14	9,498.35	45,760.00	36,281.65	20.8
10-52-102 NEW HIRE	.00	140.00	.00	( 140.00)	.0
10-52-105 OVERTIME	( 3.72)	.00	.00	.00	.0
10-52-110 ANIMAL SHELTER UNIFORMS	.00	.00	200.00	200.00	.0
10-52-130 EMPLOYEE BENEFITS	423.54	1,335.77	5,480.00	4,124.23	24.5
10-52-140 PROFESSIONAL SERVICES	2,283.83	5,898.28	6,021.00	322.74	94.8
10-52-280 OFFICE SUPPLIES	.00	118.70	200.00	83.30	58.4
10-52-340 UTILITIES	439.70	1,148.28	.00	( 1,148.28)	.0
10-52-360 CONTRACT LABOR	455.31	1,427.99	.00	( 1,427.99)	.0
10-52-450 EQUIPMENT AND SUPPLIES	.00	.00	2,000.00	2,000.00	.0
10-52-460 MAINTENANCE AND SUPPLIES	152.92	315.32	3,850.00	3,534.68	8.2
10-52-461 ANIMAL FOOD	.00	.00	2,050.00	2,050.00	.0
10-52-482 PEST CONTROL	48.00	184.00	550.00	366.00	33.5
10-52-483 MEDICE/VACCINE	.00	308.12	3,000.00	2,690.88	10.3
10-52-485 HEALTH AND SAFETY	.00	.00	300.00	300.00	.0
10-52-470 VEHICLE EXPENSE	.00	717.69	1,000.00	282.31	71.8
10-52-471 VEHICLE LEASE	.00	.00	10,800.00	10,800.00	.0
10-52-475 FUEL EXPENSE	.00	252.17	.00	( 252.17)	.0
10-52-480 COMPUTER EXPENSE	80.03	270.09	1,000.00	729.91	27.0
10-52-880 TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00	.0
10-52-885 COMMUNITY RELATIONS	.00	.00	400.00	400.00	.0
10-52-800 MISC	.00	295.00	.00	( 295.00)	.0
<b>TOTAL ANIMAL SHELTER</b>	<b>6,807.55</b>	<b>21,708.72</b>	<b>84,091.00</b>	<b>62,382.28</b>	<b>25.8</b>
<b>FIRE</b>					
10-53-100 PERSONNEL SERVICES	( 47.65)	102,500.00	317,800.00	215,300.00	32.3
10-53-101 VOLUNTEER FIREFIGHTERS	.00	.00	7,000.00	7,000.00	.0
10-53-105 OVERTIME	( 3.72)	.00	.00	.00	.0
10-53-110 UNIFORM EXPENSE	.00	.00	3,200.00	3,200.00	.0
10-53-130 EMPLOYEE BENEFITS	( 23.10)	.00	5,000.00	5,000.00	.0
10-53-280 OFFICE SUPPLIES	.00	.00	5,000.00	5,000.00	.0
10-53-340 UTILITIES	1,082.38	3,089.40	.00	( 3,089.40)	.0
10-53-365 JANITORIAL SERVICES	.00	.00	1,200.00	1,200.00	.0
10-53-460 EQUIPMENT/TRUCK MAINTENANCE	.00	898.88	5,000.00	4,101.12	18.0
10-53-460 MAINTENANCE AND SUPPLIES	.00	35.58	15,000.00	14,964.42	.2
10-53-482 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
10-53-470 VEHICLE EXPENSE	.00	48,800.37	54,000.00	5,399.63	90.0
10-53-475 FIRE FUEL EXPENSE	.00	.00	9,000.00	9,000.00	.0
10-53-480 COMPUTER EXPENSE	8.81	286.27	1,800.00	1,503.73	16.5
10-53-880 TRAVEL AND TRAINING	.00	.00	3,500.00	3,500.00	.0
10-53-885 COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-53-870 FIRE SAFETY EQUIP	.00	.00	7,000.00	7,000.00	.0
10-53-700 WILDLAND EXPENSES	.00	.00	2,500.00	2,500.00	.0
10-53-702 MEDICAL SUPPLIES	.00	.00	6,000.00	6,000.00	.0
<b>TOTAL FIRE</b>	<b>998.50</b>	<b>155,420.50</b>	<b>454,000.00</b>	<b>298,579.50</b>	<b>34.2</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b><u>BUILDING REGULATION</u></b>					
10-54-290 OFFICE SUPPLIES	.00	48.03	.00	( 48.03)	.0
10-54-300 PROFESSIONAL SERVICES	.00	.00	6,021.00	6,021.00	.0
10-54-360 CONTRACT LABOR	4,050.00	12,350.00	54,000.00	41,650.00	22.9
10-54-760 BLDG REGULATION SUPPLIES	.00	.00	540.00	540.00	.0
10-54-801 ABATEMENT	.00	.00	8,600.00	8,600.00	.0
<b>TOTAL BUILDING REGULATION</b>	<b>4,050.00</b>	<b>12,398.03</b>	<b>69,161.00</b>	<b>56,762.97</b>	<b>17.9</b>
<b><u>PUBLIC WORKS</u></b>					
10-57-340 UTILITIES	2,560.44	8,170.32	.00	( 8,170.32)	.0
10-57-360 CONTRACT LABOR	408.25	1,218.75	.00	( 1,218.75)	.0
10-57-460 MAINTENANCE AND SUPPLIES	.00	74.03	250.00	175.97	29.8
<b>TOTAL PUBLIC WORKS</b>	<b>2,968.69</b>	<b>9,463.10</b>	<b>250.00</b>	<b>( 9,213.10)</b>	<b>3785.2</b>
<b><u>CITY POOL</u></b>					
10-58-100 PERSONNEL SERVICES	25.14	4,347.81	10,365.00	6,047.19	41.8
10-58-106 OVERTIME	( 3.72)	.00	.00	.00	.0
10-58-130 EMPLOYEE BENEFITS	11.91	682.27	1,500.00	817.73	45.5
10-58-270 PHONE	51.59	155.03	600.00	444.97	25.8
10-58-340 UTILITIES	622.74	1,725.56	7,500.00	6,774.44	23.0
10-58-460 MAINTENANCE AND SUPPLIES	140.17	675.41	5,000.00	4,323.59	13.5
10-58-660 CERTIFYING	.00	.00	300.00	300.00	.0
10-58-705 SUMMER SPLASH	( 212.23)	.00	.00	.00	.0
<b>TOTAL CITY POOL</b>	<b>635.60</b>	<b>7,567.08</b>	<b>25,295.00</b>	<b>17,707.92</b>	<b>30.0</b>
<b><u>SUMMER SPLASH</u></b>					
10-59-100 PERSONNEL SERVICES	.00	3,000.00	3,000.00	.00	100.0
10-59-460 SUPPLIES	212.23	212.23	600.00	387.77	35.4
<b>TOTAL SUMMER SPLASH</b>	<b>212.23</b>	<b>3,212.23</b>	<b>3,600.00</b>	<b>387.77</b>	<b>89.2</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b><u>PARKS &amp; RECREATION</u></b>					
10-60-100 PERSONNEL SERVICES	( 952.68)	.00	.00	.00	.0
10-60-105 OVERTIME	( 74.50)	.00	.00	.00	.0
10-60-130 EMPLOYEE BENEFITS	( 482.16)	.00	.00	.00	.0
10-60-450 EQUIPMENT AND SUPPLIES	( 172.77)	.00	.00	.00	.0
10-60-460 MAINTENANCE AND SUPPLIES	172.77	338.45	4,000.00	3,661.55	8.5
10-60-530 COMMUNITY RELATIONS	.00	.00	250.00	250.00	.0
10-60-704 SPECIAL ACTIVITIES	.00	560.82	10,000.00	9,439.08	5.8
<b>TOTAL PARKS &amp; RECREATION</b>	<b>( 1,488.34)</b>	<b>899.37</b>	<b>14,250.00</b>	<b>13,350.63</b>	<b>6.3</b>
<b><u>LIBRARY AND COMMUNITY SERVICES</u></b>					
10-62-100 PERSONNEL SERVICES	6,354.82	19,423.94	86,500.00	67,076.06	22.5
10-62-102 NEW HIRE	.00	.00	100.00	100.00	.0
10-62-130 EMPLOYEE BENEFITS	671.15	2,050.74	10,000.00	7,949.26	20.5
10-62-250 ADVERTISING	.00	.00	250.00	250.00	.0
10-62-271 TELEPHONE	171.01	511.82	2,000.00	1,488.38	25.6
10-62-290 OFFICE SUPPLIES	119.86	337.11	2,500.00	2,162.89	13.5
10-62-340 UTILITIES	1,019.99	3,111.84	.00	( 3,111.84)	.0
10-62-360 CONTRACT LABOR	406.25	1,218.75	.00	( 1,218.75)	.0
10-62-366 INMATE/JANITORIAL SERVICES	42.85	138.13	1,285.00	1,146.87	11.0
10-62-440 POSTAGE	.00	.00	200.00	200.00	.0
10-62-460 MAINTENANCE AND SUPPLIES	2,399.35	5,833.98	1,500.00	( 4,333.98)	388.9
10-62-478 FUEL	.00	.00	360.00	360.00	.0
10-62-480 COMPUTER EXPENSE	15.25	15.25	500.00	484.75	3.1
10-62-481 INTERNET	.00	284.85	2,300.00	2,015.15	12.4
10-62-810 EQUIPMENT MAINTENANCE	.00	74.69	.00	( 74.69)	.0
10-62-820 EQUIP REPAIR AND MAINTENANCE	.00	.00	400.00	400.00	.0
10-62-840 MEMBERSHIP	65.00	65.00	195.00	130.00	33.3
10-62-860 TRAVEL AND TRAINING	200.00	200.00	1,000.00	800.00	20.0
10-62-703 SPECIAL ACTIVITIES	.00	.00	500.00	500.00	.0
10-62-705 CAPITAL LEASE	.00	1,373.40	3,900.00	2,526.60	35.2
10-62-802 LIBRARY DONATIONS EXP	80.00	80.00	.00	( 80.00)	.0
<b>TOTAL LIBRARY AND COMMUNITY SERVICES</b>	<b>11,645.53</b>	<b>34,719.10</b>	<b>113,490.00</b>	<b>76,770.90</b>	<b>30.6</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>CITY BUS</b>					
10-65-100 PERSONNEL SERVICES	1,838.07	5,706.67	28,534.00	22,824.33	20.0
10-65-130 EMPLOYEE BENEFITS	253.10	786.21	3,976.00	3,189.79	19.8
10-65-140 PROFESSIONAL SERVICES	364.72	803.33	6,021.00	5,217.67	13.3
10-65-280 INSURANCE	2,263.64	5,698.28	12,050.00	6,351.72	47.3
10-65-470 VEHICLE EXPENSE	294.33	294.33	4,965.00	4,670.67	5.9
10-65-475 FUEL EXPENSE	.00	820.34	6,732.00	5,911.66	12.2
10-65-482 BUS STOP CONSTRUCTION	.00	.00	5,000.00	5,000.00	.0
10-65-483 SIERRA VISTA BUS FARES	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL CITY BUS</b>	<b>5,013.66</b>	<b>14,112.16</b>	<b>68,278.00</b>	<b>54,165.84</b>	<b>20.7</b>
<b>SENIOR CENTER</b>					
10-66-100 PERSONNEL SERVICES	854.64	2,661.94	9,200.00	6,518.06	29.2
10-66-105 OVERTIME	( 3.72)	.00	.00	.00	.0
10-66-130 EMPLOYEE BENEFITS	95.44	300.73	1,200.00	899.27	25.1
10-66-140 PROFESSIONAL SERVICES	2,628.36	6,501.81	6,021.00	( 480.61)	108.0
10-66-271 TELEPHONE	53.01	169.29	650.00	490.71	24.5
10-66-290 SUPPLIES	180.37	605.50	200.00	( 405.50)	302.8
10-66-340 UTILITIES	494.22	1,408.73	5,000.00	3,591.27	28.2
10-66-341 INTERNET SERVICES	.00	166.76	800.00	634.24	20.7
10-66-462 PEST CONTROL	44.00	132.00	550.00	418.00	24.0
10-66-800 AUTHORIZED EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL SENIOR CENTER</b>	<b>4,326.32</b>	<b>11,955.66</b>	<b>33,621.00</b>	<b>21,665.44</b>	<b>35.6</b>
<b>TOWN GRANTS</b>					
10-69-480 BUS LINE EXPENDITURES	.00	.00	75,000.00	75,000.00	.0
10-69-801 ANIMAL SHELTER GRANT EXP	.00	.00	70,000.00	70,000.00	.0
10-69-802 LIBRARY DONATIONS EXP	3,163.66	7,825.34	132,000.00	124,174.66	5.6
10-69-803 IT GRANT EXP	.00	.00	190,000.00	190,000.00	.0
10-69-804 MISC EXP	.00	.00	75,000.00	75,000.00	.0
10-69-805 BUILDING REGULATION EXP	.00	.00	25,000.00	25,000.00	.0
10-69-845 POLICE GRANT EXP	.00	.00	10,000.00	10,000.00	.0
10-69-846 AZDOHS GRANT EXPENDITURES	.00	.00	99,000.00	99,000.00	.0
10-69-847 AZGOHS GRANT EXPENDITURES	.00	.00	120,426.00	120,426.00	.0
10-69-851 CONTINGENCY FUND EXP	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>3,163.66</b>	<b>7,825.34</b>	<b>996,426.00</b>	<b>986,600.66</b>	<b>.8</b>
<b>NON-DEPARTMENTAL</b>					
10-70-901 INSURANCE CLAIMS	10,000.00	11,450.72	1,202.00	( 10,248.72)	952.6
<b>TOTAL NON-DEPARTMENTAL</b>	<b>10,000.00</b>	<b>11,450.72</b>	<b>1,202.00</b>	<b>( 10,248.72)</b>	<b>952.6</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GENERAL FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>TOTAL FUND EXPENDITURES</b>	125,648.19	532,288.18	3,087,948.00	2,535,858.84	17.4
<b>NET REVENUE OVER EXPENDITURES</b>	27,919.47	( 79,155.38)	.00	79,155.38	.0

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**POLICE - DHS GRANT - BP OT**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>REVENUE</u></b>					
12-30-800 DHS GRANT BP O/T	.00	.00	135,000.00	135,000.00	.0
<b>TOTAL REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>135,000.00</b>	<b>135,000.00</b>	<b>.0</b>
 <b>TOTAL FUND REVENUE</b>	 <b>.00</b>	 <b>.00</b>	 <b>135,000.00</b>	 <b>135,000.00</b>	 <b>.0</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**POLICE - DHS GRANT - BP OT**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>EXPENDITURES</b>						
12-40-130	EMPLOYEE BENEFITS	1,222.62	1,314.38	135,000.00	133,685.62	1.0
12-40-840	AUTHORIZED EXPENDITURES	2,691.76	2,691.76	.00	( 2,691.76)	.0
<b>TOTAL EXPENDITURES</b>		<b>3,914.38</b>	<b>4,006.14</b>	<b>135,000.00</b>	<b>130,993.86</b>	<b>3.0</b>
<b>TOTAL FUND EXPENDITURES</b>		<b>3,914.38</b>	<b>4,006.14</b>	<b>135,000.00</b>	<b>130,993.86</b>	<b>3.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>		<b>( 3,914.38)</b>	<b>( 4,006.14)</b>	<b>.00</b>	<b>4,006.14</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**FIRE TRUCK FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>					
14-30-801 TRIBAL CASINO GRANT FUND	.00	.00	300,000.00	300,000.00	.0
14-30-802 FIRE ACT GRANT	.00	.00	450,000.00	450,000.00	.0
<b>TOTAL REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>750,000.00</b>	<b>750,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>750,000.00</b>	<b>750,000.00</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**FIRE TRUCK FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>EXPENDITURES</u></b>					
14-40-840 CAPITAL OUTLAY	.00	.00	750,000.00	750,000.00	.0
TOTAL EXPENDITURES	.00	.00	750,000.00	750,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	750,000.00	750,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**TRUST FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
20-30-200 FINES AND BAILS	8,662.10	39,525.22	268,000.00	228,474.78	14.8
20-30-300 BONDS	.00	.00	250.00	250.00	.0
20-30-400 RESTITUTION	.00	.00	100.00	100.00	.0
20-30-500 JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>	<b>8,662.10</b>	<b>39,525.22</b>	<b>268,450.00</b>	<b>228,924.78</b>	<b>14.7</b>
<b>TOTAL FUND REVENUE</b>	<b>8,662.10</b>	<b>39,525.22</b>	<b>268,450.00</b>	<b>228,924.78</b>	<b>14.7</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**TRUST FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>EXPENDITURES</b>					
20-40-200 FINES AND BAILS	14,854.14	44,880.82	288,204.00	223,323.18	16.7
20-40-400 RESTITUTION	15.00	15.00	46.00	31.00	32.6
20-40-401 BOND	.00	.00	100.00	100.00	.0
20-40-500 JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL EXPENDITURES</b>	<b>14,869.14</b>	<b>44,895.82</b>	<b>288,450.00</b>	<b>223,554.18</b>	<b>16.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>14,869.14</b>	<b>44,895.82</b>	<b>288,450.00</b>	<b>223,554.18</b>	<b>16.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 6,207.04)</b>	<b>( 5,370.80)</b>	<b>.00</b>	<b>5,370.80</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**ROAD USER FUND**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>REVENUE</u></b>						
23-30-300	GAS TAX REVENUES - HURF	12,038.03	37,195.23	147,852.00	110,466.77	25.2
23-30-800	MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>		<b>12,038.03</b>	<b>37,195.23</b>	<b>147,752.00</b>	<b>110,556.77</b>	<b>25.2</b>
<b>TOTAL FUND REVENUE</b>		<b>12,038.03</b>	<b>37,195.23</b>	<b>147,752.00</b>	<b>110,556.77</b>	<b>25.2</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**ROAD USER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>ROAD USERS ADMIN</b>					
23-40-100 PERSONNEL SERVICES	.00	.00	45,888.00	45,888.00	.0
23-40-106 OVERTIME	.00	.00	1,000.00	1,000.00	.0
23-40-120 PROFESSIONAL SERVICES	.00	.00	8,021.00	8,021.00	.0
23-40-130 EMPLOYEE BENEFITS	( 7.08)	( 14.16)	24,558.00	24,572.16	( .1)
23-40-460 MAINTENANCE AND SUPPLIES	758.76	1,813.98	8,000.00	4,386.02	28.9
23-40-470 VEHICLE EXPENSE	.00	.00	2,500.00	2,500.00	.0
23-40-475 FUEL	.00	.00	1,080.00	1,080.00	.0
23-40-490 ROAD REPAIR	2,987.00	2,987.00	30,000.00	27,013.00	10.0
23-40-810 EQUIPMENT REPAIR	.00	.00	5,000.00	5,000.00	.0
23-40-831 CAPITAL OUTLAY	.00	.00	25,725.00	25,725.00	.0
<b>TOTAL ROAD USERS ADMIN</b>	<b>3,738.68</b>	<b>4,586.82</b>	<b>147,752.00</b>	<b>143,165.18</b>	<b>3.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>3,738.68</b>	<b>4,586.82</b>	<b>147,752.00</b>	<b>143,165.18</b>	<b>3.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>8,299.36</b>	<b>32,808.41</b>	<b>.00</b>	<b>( 32,808.41)</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GRANT OPPORTUNITY**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>GRANT REVENUE</u></b>						
<b>29-30-800</b>	<b>GRANT REVENUE CDBG</b>	.00	3,400.00	.00	( 3,400.00)	.0
<b>29-30-801</b>	<b>MISCELLANEOUS GRANTS</b>	.00	.00	100,000.00	100,000.00	.0
<b>TOTAL GRANT REVENUE</b>		<u>.00</u>	<u>3,400.00</u>	<u>100,000.00</u>	<u>96,600.00</u>	<u>3.4</u>
<b>TOTAL FUND REVENUE</b>		<u>.00</u>	<u>3,400.00</u>	<u>100,000.00</u>	<u>96,600.00</u>	<u>3.4</u>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GRANT OPPORTUNITY**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>GRANT EXPENDITURES</u></b>						
<b>29-40-840</b>	<b>AUTHORIZED EXPENDITURES</b>	.00	.00	100,000.00	100,000.00	.0
	<b>TOTAL GRANT EXPENDITURES</b>	.00	.00	100,000.00	100,000.00	.0
	<b>TOTAL FUND EXPENDITURES</b>	.00	.00	100,000.00	100,000.00	.0
	<b>NET REVENUE OVER EXPENDITURES</b>	.00	3,400.00	.00	( 3,400.00)	.0

TOWN OF HUACHUCA CITY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER FUND

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
51-30-200 WATER SALES	14,585.00	44,518.87	168,910.00	112,390.33	28.4
51-30-202 RC: RECONNECT FEE	75.00	250.00	500.00	250.00	50.0
51-30-300 CONNECTION FEES	200.00	225.00	500.00	275.00	45.0
51-30-400 PENALTIES & FORFEITURES	778.91	2,577.27	12,000.00	9,422.73	21.6
51-30-900 MISCELLANEOUS	.00	.00	800.00	800.00	.0
51-30-960 WF SAVINGS TRANSFERS IN	.00	.00	47,334.00	47,334.00	.0
<b>TOTAL REVENUE</b>	<b>15,618.91</b>	<b>47,571.94</b>	<b>217,844.00</b>	<b>170,272.06</b>	<b>21.8</b>
<b>TOTAL FUND REVENUE</b>	<b>15,618.91</b>	<b>47,571.94</b>	<b>217,844.00</b>	<b>170,272.06</b>	<b>21.8</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**WATER FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>WATER EXPENDITURES</b>					
51-40-100 PERSONNEL SERVICES	7,312.22	19,509.88	70,835.00	51,125.14	27.8
51-40-105 OVERTIME	299.39	551.05	1,000.00	448.95	55.1
51-40-110 UNIFORM EXPENSE	316.81	1,100.73	4,500.00	3,399.27	24.5
51-40-130 EMPLOYEE BENEFITS	2,819.70	8,852.48	24,558.00	17,705.52	27.9
51-40-280 INSURANCE	2,283.84	5,698.28	11,000.00	5,301.72	51.8
51-40-290 OFFICE SUPPLIES	.00	10.50	.00	( 10.50)	.0
51-40-340 UTILITIES	4,250.87	13,117.27	31,000.00	17,882.73	42.3
51-40-380 CONTRACT LABOR	612.48	1,438.98	5,000.00	3,561.04	28.8
51-40-370 SALES TAX	.00	4,147.83	13,200.00	9,052.37	31.4
51-40-440 POSTAGE	250.00	991.29	1,000.00	8.71	99.1
51-40-480 MAINTENANCE & SUPPLIES	1,175.24	6,152.59	14,000.00	7,847.41	44.0
51-40-470 VEHICLE EXPENSE	44.87	1,208.83	2,500.00	1,291.17	48.4
51-40-475 FUEL EXPENSE	1,412.50	2,931.18	4,320.00	1,388.82	67.9
51-40-480 COMPUTER EXPENSE	8.81	25.83	610.00	584.17	4.2
51-40-510 WATER TESTS	92.00	2,993.50	7,500.00	4,506.50	39.9
51-40-810 EQUIPMENT MAINTENANCE	.00	26.88	20,000.00	19,973.32	.1
51-40-850 AUDIT	.00	.00	6,021.00	6,021.00	.0
51-40-880 TRAVEL	.00	.00	700.00	700.00	.0
51-40-900 BAD DEBT EXPENSE	.00	.00	300.00	300.00	.0
<b>TOTAL WATER EXPENDITURES</b>	<b>20,858.13</b>	<b>66,756.66</b>	<b>217,844.00</b>	<b>151,087.34</b>	<b>30.6</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>20,858.13</b>	<b>66,756.66</b>	<b>217,844.00</b>	<b>151,087.34</b>	<b>30.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 5,239.22)</b>	<b>( 19,184.72)</b>	<b>.00</b>	<b>19,184.72</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**SEWER FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
62-30-200 SEWER SERVICES	10,211.30	30,615.74	113,658.00	83,042.26	26.9
62-30-300 CONNECTION FEES	.00	.00	600.00	500.00	.0
62-30-950 WF SAVINGS TRANSFERS IN	.00	.00	46,281.00	46,281.00	.0
<b>TOTAL REVENUE</b>	<b>10,211.30</b>	<b>30,615.74</b>	<b>159,439.00</b>	<b>128,623.26</b>	<b>19.2</b>
<b>TOTAL FUND REVENUE</b>	<b>10,211.30</b>	<b>30,615.74</b>	<b>159,439.00</b>	<b>128,623.26</b>	<b>19.2</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**SEWER FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>SEWER EXPENDITURES</b>					
62-40-100 PERSONNEL SERVICES	4,217.25	13,374.48	70,835.00	57,260.52	18.9
62-40-105 OVERTIME	66.81	187.89	1,000.00	812.11	18.8
62-40-130 EMPLOYEE BENEFITS	1,393.79	4,412.50	41,863.00	37,250.50	10.6
62-40-340 UTILITIES	837.04	1,534.90	.00	( 1,534.90)	.0
62-40-380 CONTRACT LABOR	1,654.01	4,452.38	3,900.00	( 852.38)	123.7
62-40-480 MAINTENANCE AND SUPPLIES	2,283.64	5,802.18	10,000.00	4,197.82	58.0
62-40-470 VEHICLE EXPENSE	.00	.00	2,500.00	2,500.00	.0
62-40-475 FUEL	.00	.00	4,320.00	4,320.00	.0
62-40-480 COMPUTER EXPENSE	.00	.00	500.00	500.00	.0
62-40-618 ADEQ FEES	.00	.00	3,000.00	3,000.00	.0
62-40-810 EQUIPMENT MAINTENANCE	991.66	1,010.20	5,000.00	3,989.80	20.2
62-40-830 SEWER CHEMICALS	337.50	435.00	.00	( 435.00)	.0
62-40-850 PROFESSIONAL SERVICES	364.72	803.33	7,021.00	6,217.67	11.4
62-40-702 SEWAGE POND COMPLIANCE	.00	1,592.50	10,000.00	8,407.50	15.9
62-40-900 BAD DEBT EXPENSE	.00	.00	200.00	200.00	.0
<b>TOTAL SEWER EXPENDITURES</b>	<b>11,826.12</b>	<b>33,605.36</b>	<b>159,439.00</b>	<b>125,833.64</b>	<b>21.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>11,826.12</b>	<b>33,605.36</b>	<b>159,439.00</b>	<b>125,833.64</b>	<b>21.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 1,614.82)</b>	<b>( 2,989.62)</b>	<b>.00</b>	<b>2,989.62</b>	

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**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	11,064.42	33,117.05	128,748.00	93,630.95	28.1
54-30-950	WF SAVINGS TRANSFERS IN	.00	.00	44,515.00	44,515.00	.0
<b>TOTAL REVENUE</b>		<b>11,064.42</b>	<b>33,117.05</b>	<b>171,263.00</b>	<b>138,145.95</b>	<b>19.3</b>
<b>TOTAL FUND REVENUE</b>		<b>11,064.42</b>	<b>33,117.05</b>	<b>171,263.00</b>	<b>138,145.95</b>	<b>19.3</b>

TOWN OF HUACHUCA CITY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>GARBAGE EXPENDITURES</b>					
54-40-100 PERSONNEL SERVICES	2,976.80	9,881.69	40,156.00	30,494.41	24.1
54-40-105 OVERTIME	.00	.00	250.00	250.00	.0
54-40-130 EMPLOYEE BENEFITS	1,233.55	3,944.24	12,436.00	8,491.76	31.7
54-40-280 INSURANCE	2,283.64	5,696.28	10,000.00	4,301.72	57.0
54-40-380 CONTRACT LABOR	770.97	2,022.08	.00	( 2,022.08)	.0
54-40-450 EQUIPMENT/SUPPLIES	13.39	1,488.64	15,000.00	13,511.46	9.9
54-40-480 SUPPLIES	.00	95.78	1,000.00	904.22	8.6
54-40-470 VEHICLE EXPENSE	.00	1,205.24	2,500.00	1,294.76	48.2
54-40-475 FUEL	.00	895.14	1,900.00	1,004.86	47.1
54-40-610 EQUIPMENT MAINTENANCE	91.27	1,576.70	.00	( 1,576.70)	.0
54-40-650 AUDIT	.00	.00	6,021.00	6,021.00	.0
54-40-821 LANDFILL PAYMENT	4,408.08	15,367.76	42,000.00	26,632.24	36.6
54-40-840 GARBAGE CAPITAL OUTLAY	.00	.00	40,000.00	40,000.00	.0
<b>TOTAL GARBAGE EXPENDITURES</b>	<b>11,755.70</b>	<b>41,955.35</b>	<b>171,263.00</b>	<b>129,307.65</b>	<b>24.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>11,755.70</b>	<b>41,955.35</b>	<b>171,263.00</b>	<b>129,307.65</b>	<b>24.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 891.28)</b>	<b>( 8,838.30)</b>	<b>.00</b>	<b>8,838.30</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**LANDFILL FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>REVENUE</u></b>					
55-30-100 INTEREST EARNINGS	.00	.00	250.00	250.00	.0
55-30-200 SALES - LANDFILL	92,778.27	305,033.39	1,274,912.00	999,878.61	23.9
55-30-201 LATE PENALTIES	.00	.00	1,000.00	1,000.00	.0
55-30-205 MISC.REVENUE	260.00	615.00	800.00	( 15.00)	102.5
55-30-208 ROLL-OFF TRUCK FUND	.00	.00	50,000.00	50,000.00	.0
55-30-210 TIPPING FEES	8,404.01	31,313.97	130,000.00	98,686.03	24.1
<b>TOTAL REVENUE</b>	<b>101,440.28</b>	<b>338,982.36</b>	<b>1,456,762.00</b>	<b>1,119,799.64</b>	<b>23.1</b>
<b><u>SOURCE 36</u></b>					
55-36-400 SALE OF FIXED ASSETS	.00	.00	120,000.00	120,000.00	.0
55-36-405 RECYCLE	1,394.40	1,394.40	2,000.00	605.60	69.7
<b>TOTAL SOURCE 36</b>	<b>1,394.40</b>	<b>1,394.40</b>	<b>122,000.00</b>	<b>120,605.60</b>	<b>1.1</b>
<b>TOTAL FUND REVENUE</b>	<b>102,834.68</b>	<b>338,368.76</b>	<b>1,578,762.00</b>	<b>1,240,405.24</b>	<b>21.4</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LANDFILL EXPENDITURES</b>					
55-40-100 PERSONNEL SERVICES	19,796.51	60,154.14	369,838.00	309,683.86	16.3
55-40-102 NEW HIRE	.00	70.00	.00	( 70.00)	.0
55-40-105 OVERTIME	498.03	548.22	8,000.00	7,453.78	6.8
55-40-110 UNIFORM EXPENSE	462.88	1,619.77	7,000.00	5,380.23	23.1
55-40-130 EMPLOYEE BENEFITS	9,793.90	28,183.99	147,105.00	118,921.01	19.2
55-40-250 ADVERTISING	.00	400.00	250.00	( 150.00)	160.0
55-40-285 BANK COSTS/FEES	.00	5,179.82	16,000.00	9,820.18	34.5
55-40-280 INSURANCE	2,263.64	5,898.28	36,000.00	30,301.72	15.8
55-40-290 OFFICE SUPPLIES	57.12	292.05	250.00	( 12.05)	104.8
55-40-337 PROPERTY LEASE	47,600.00	142,800.00	671,193.00	428,393.00	25.0
55-40-340 UTILITIES	1,139.02	3,282.08	13,000.00	9,737.92	25.1
55-40-350 SAFETY EQUIPMENT	.00	.00	250.00	250.00	.0
55-40-360 CONTRACT LABOR	1,113.48	10,949.99	28,000.00	17,050.01	39.1
55-40-385 CONTRACT SERVICES ENTEC	.00	418.62	25,000.00	24,581.38	1.7
55-40-480 MAINTENANCE & SUPPLIES	7,565.91	16,874.64	35,000.00	18,125.36	49.2
55-40-470 VEHICLE EXPENSE	.00	80.00	500.00	420.00	16.0
55-40-475 FUEL EXPENSE	17,952.37	18,398.65	77,855.00	59,466.35	23.6
55-40-478 FUEL DEISEL	( 13,994.51)	.00	.00	.00	.0
55-40-480 COMPUTER EXPENSE	66.03	760.59	2,000.00	1,239.41	38.0
55-40-500 BUILDING MAINTENANCE	715.00	760.00	250.00	( 510.00)	304.0
55-40-510 LAB FEES	.00	2,316.00	5,000.00	2,684.00	46.3
55-40-515 ENGINEERING SERVICES	.00	900.00	5,000.00	4,100.00	17.0
55-40-518 ADEQ FEES	2,001.00	2,001.00	15,000.00	12,999.00	1.0
55-40-810 EQUIPMENT MAINTENANCE	4,917.48	61,428.46	60,000.00	( 1,428.46)	102.4
55-40-860 PROFESSIONAL SERVICES	384.72	803.33	6,021.00	5,217.67	13.3
55-40-860 TRAVEL - TRAVEL/TRAINING	.00	.00	250.00	250.00	.0
55-40-705 CAPITAL LEASE	28,294.50	28,294.50	95,000.00	66,705.50	29.8
55-40-840 LANDFILL CAPITAL OUTLAY	( 18,883.00)	.00	3,000.00	3,000.00	.0
55-40-841 ROLL-OFF TRUCK G.F. REIMBURSE	.00	.00	50,000.00	50,000.00	.0
55-40-865 METHANE MONITORING	.00	732.12	3,000.00	2,267.88	24.4
<b>TOTAL LANDFILL EXPENDITURES</b>	<b>111,743.88</b>	<b>392,884.24</b>	<b>1,578,762.00</b>	<b>1,185,877.76</b>	<b>24.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>111,743.88</b>	<b>392,884.24</b>	<b>1,578,762.00</b>	<b>1,185,877.76</b>	<b>24.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 8,909.20)</b>	<b>( 54,527.48)</b>	<b>.00</b>	<b>54,527.48</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

		<b>CAMP NACO</b>				
		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
73-30-850	GRANT REVENUES	.00	.00	10,000.00	10,000.00	.0
	TOTAL 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 3 MONTHS ENDING SEPTEMBER 30, 2018**

**CAMP NACO**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>EXPENDITURES</u></b>					
<b>73-40-850 AUTHORIZED EXPENDITURES</b>	110.11	330.51	10,000.00	9,669.49	3.3
<b>TOTAL EXPENDITURES</b>	110.11	330.51	10,000.00	9,669.49	3.3
<b>TOTAL FUND EXPENDITURES</b>	110.11	330.51	10,000.00	9,669.49	3.3
<b>NET REVENUE OVER EXPENDITURES</b>	( 110.11)	( 330.51)	.00	330.51	.0



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2018-26

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE CHAPTER 2.85 “TOWN FACILITY USE POLICY,” SECTION 2.85.060 “RULES AND REGULATIONS,” TO: REMOVE THE PROHIBITION OF INTOXICATING LIQUOR AND ALLOWING BEER AND WINE CONSUMPTION, PROVIDED THE BEER AND WINE ARE NOT IN GLASS BOTTLES; TO REMOVE THE PROHIBITION ON SMOKING, UNDER CERTAIN CONDITIONS; TO PROHIBIT CAMPING AND FIRES IN THE PARK; AND TO PROVIDE PENALTIES FOR VIOLATIONS.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the “Code”], and has amended and republished the Code from time to time, as authorized by A.R.S. section 9-240 (B) (28); and

**WHEREAS**, pursuant to the Code, Chapter 2.85, the Town establishes rules and regulations for use of its facilities; and

**WHEREAS**, the Town Council wishes to amend the Code to allow for the sale and consumption of beer and wine in Town parks and facilities upon issuance of a special event permit, to allow smoking in Town parks and outside town facilities, and to prohibit camping and fires in Town parks; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on October 25, 2018, and at a subsequent meeting on November 8, 2018.

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

**SECTION 1.** The Code, Chapter 2.85 “TOWN FACILITY USE POLICY,” Section 2.85.060 “Rules and Regulations,” is amended as follows, with deletions in ~~strike through~~ and additions in underlined text:

### **2.85.060 Rules and regulations.**

A. The rules and regulations of this section shall apply to ~~The~~ the Community Center, Senior Center, restrooms, and kitchen ~~shall be available for use under this policy.~~

B. The town parks and athletic fields shall be available for use under this policy.

C. Users of the facilities will dispose of all refuse properly and adequately clean up after usage. Failure to provide proper clean up/maintenance will result in forfeiture of deposit and/or future use of the facilities. This will be determined by the town ~~clerk~~ manager.

D. ~~The use of intoxicating liquor is prohibited in the facilities and all other town-owned property.~~ Children, eight (8) years old and younger, must be supervised by an adult while playing on park playground equipment.

E. ~~Pursuant to law, smoking is strictly prohibited.~~ No overnight camping is allowed in the parks. No overnight parking of recreational vehicles is allowed in the parks without a Town permit. The Town will only permit twenty (20) vehicles per park facility permit for overnight use.

F. ~~The town of Huachuca City assumes no liability for loss, damage, injury or illness incurred by the users of the facilities.~~ No open fires or campfires are allowed in the parks, except in the grills provided. Fire restrictions issued by the Town to help prevent wildfires may prohibit all fires, including the use of park grills, from time to time.

G. ~~At the time of scheduling, all users must provide the town of Huachuca City with a certificate of insurance and other documentation as may be required. The certificate of insurance should list adequate limits of liability.~~ Smoking and the use of intoxicating liquor are prohibited in the parks and all other town-owned facilities and property, except as provided below:

1. Beer and wine, in plastic containers only, may be consumed when a special event permit for beer and wine sales to the public has been approved by the Town.

2. Consumption of beer and wine pursuant to a special event permit issued for town parks is only permissible when there are no children's sports leagues events taking place at the same time as the special event.

3. Individuals applying for a special event permit, or selling or consuming alcoholic beverages must abide by all terms and conditions of the special event permit, as well as all state and town laws, rules and regulations.

4. The special event permit holder shall check every person's identification and provide wristbands for purchase and consumption of alcohol. No alcohol shall be sold or provided to anyone who is under age or showing signs of inebriation.

5. Smoking is prohibited within 20 feet of any athletic field, athletic facility, children's play area or entrance to the Community Center, Senior Center, or Town Hall. For purposes of this subsection, "smoking" means to inhale, exhale, burn, carry or possess any lighted tobacco or smoke tobacco-type products including cigarettes, medicinal or recreational marijuana, cigars, pipes, e-cigarettes, vapor and other

synthetic-type products or smokeless types of devices, water pipes, hookah, shisha, chewing tobacco, snuff and other products containing tobacco.

6. Glass beverage bottles and containers are not allowed in the parks or other town facilities.

H. The town of Huachuca City assumes no liability for loss, damage, injury or illness incurred by the users of the facilities. User Users shall secure and maintain, throughout the period of use contemplated under this agreement, general liability insurance with policy limits of not less than \$1,000,000 per occurrence. The town of Huachuca City, its elected and appointed officials, officers, agents and employees shall be named as additional insured by endorsement. Such policy or policies of insurance shall further provide that said policies of user shall be primary over any insurance held by the town that may be applicable. The types and limits of insurance may be changed from time to time as determined by the town of Huachuca City. At the time of scheduling, all users must provide the town of Huachuca City with a certificate of insurance and other documentation as may be required by the town.

User agrees to hold the town of Huachuca City harmless and free from any liability of any nature arising out of the use of town recreational facilities, to include reimbursement of any legal costs and fees incurred in defense of such claims.

I. *[Unchanged]*

J. *[Unchanged]*

K. *[Unchanged]*

L. *[Unchanged]*

M. Civil Violations. When a violation of this chapter is undesignated or designated a first offense by the enforcement officer or the Town Attorney, a person found to have been in violation of this chapter shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), plus restitution for personal injuries, property damage or any other economic loss suffered by any person(s) including the Town.

N. Criminal Violations. When a person convicted of a violation of this chapter is a person who has been previously found responsible or convicted of a violation of a provision of this chapter within a period of twelve (12) months, the person shall be deemed to have committed a Class 2 misdemeanor, pursuant to Arizona Revised Statutes, Title 13, Chapters 6, 7 and 8, as amended, and shall be subject to a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each violation or count, plus surcharges, fees and restitution for personal

injuries, property damage or any other economic loss suffered by any person(s) including the Town.

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

**SECTION 3.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 4.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 8th DAY OF NOVEMBER, 2018.**

\_\_\_\_\_  
Kenneth Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Fuller, Town Clerk

Approved as to Form:

\_\_\_\_\_  
Thomas Benavidez, Town Attorney



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2018-27

### **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING TOWN CODE CHAPTER 9.05 "GENERAL OFFENSES" SECTION 9.05.150 "PLASTIC BAGS" TO REMOVE THE TOWN'S REGULATION OF PLASTIC BAGS FROM THE TOWN CODE.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28); and

**WHEREAS**, the Code, Chapter 9.05 "GENERAL OFFENSES" Section 9.05.150 "Plastic bags," provides regulations for use of plastic bags within the Town; and

**WHEREAS**, the state has preempted local regulation of plastic bags through A.R.S. 9-500.38; and

**WHEREAS**, the Town Council has determined that it would be in the best interests of the Town and its residents to amend the Code to remove the Town's regulation of plastic bags; and

**WHEREAS**, as required by the Code, section 2-5-4, this Ordinance was first read at a public meeting of the Town Council on October 25, 2018, and at a subsequent meeting on November 8, 2018.

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

**SECTION 1.** The Code, Chapter 9.05 "GENERAL OFFENSES" Section 9.05.150 "Plastic bags," is amended by deleting all of the current section title and text, and replacing it as follows.

### **Chapter 9.05 GENERAL OFFENSES**

**9.05.150 *Reserved.***

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

**SECTION 3.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 4.** The Town Clerk is hereby directed, pursuant to the Code section 2.25.080, to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 8TH DAY OF NOVEMBER, 2018.**

\_\_\_\_\_  
Ken Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Fuller, Town Clerk

Approved as to Form:

\_\_\_\_\_  
Thomas Benavidez, Town Attorney

## Sierra Vista Ordinance

**DOMESTIC FOWL.** For the purpose of this code, domestic fowl shall be limited to female chickens (hens) and ducks of either gender.

### § 90.11 STANDARDS ON DOMESTICATED FOWL.

(A) The keeping of domestic fowl for non-commercial purposes is allowed under the following conditions:

(1) The keeping of domestic fowl shall be allowed on any detached single-family residential property.

(2) No more than one domesticated fowl per 1,000 square feet of total lot area up to a maximum of eight domesticated fowl may be kept on an eligible property.

(3) The Community Development Director may authorize one additional domesticated fowl per 2,000 square feet of lot area above 8,000 square feet subject to the following conditions being met:

(a) The applicant provides written documentation attesting no objection to the requested increase in domesticated fowl from all abutting property owners in a manner deemed to be acceptable by the City; and

(b) The minimum required setback distance of a henhouse/coop/run from a residence on an abutting property shall increase by five feet for each domesticated fowl being requested above eight.

(4) The breeding of domestic fowl is specifically prohibited and the keeping of roosters are not allowed.

(5) No person shall slaughter any domestic fowl on the property.

(6) The domestic fowl shall be kept in a secure henhouse/coop/run during non-daylight hours and when unsupervised.

(7) A henhouse/coop/run shall be located no closer than five feet from a property line or twenty feet from a residence on an abutting property.

(8) The yard area accessible to the domestic fowl must be fenced with fencing adequate to contain the domestic fowl to the property upon which they are kept. The henhouse/coop/run and the yard area available to the domestic fowl for foraging shall be screened from view with opaque fencing.

(9) The space per domestic fowl in the henhouse/coop/run shall not be less than four square feet per fowl.

(10) The property must be maintained so that odors from the domestic fowl manure, or other fowl related substances are not to be detectable at the property's boundaries.



(11) All henhouses/coops/runs for the keeping of domestic fowl shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath or within the structures. The henhouse/coop/run must be impermeable to rodents, wild birds, and predators, including dogs and cats and shall be kept in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials. All manure not used for composting or fertilizer shall be removed promptly.

(12) All feed and other items associated with the keeping of domestic fowl that are likely to attract or to become infested with or infected by rodents or other pests shall be kept in secure containers or otherwise protected against access by rodents and other pests; however, a constant water supply easily accessible to the fowl shall be required.

(13) The sale of eggs or any other domestic fowl products derived from the keeping of the fowl is prohibited on the property.

(Ord. 2018-006, passed 4-12-18) Penalty, see § 90.99

Walter Welsch

wwelsch@ huachucacityaz.gov

October 16, 2018

I wish to have an item on the next council meeting that is to be held on Oct.25.2018.

This item is for discussion and action only to.

The senior center has been requesting that a roof leak be addressed for two to three years. I cell has been repaired once and with the last rain has been damage by this leak again.

The City Manager was informed of this problem on numinous occasions and have chosen to take no action to address this problem. City structure should be maintained.

Please include this item

Walter Welsch

Council member

**Jennifer Fuller**

---

**From:** Matthew Williams  
**Sent:** Thursday, October 18, 2018 9:20 AM  
**To:** Jennifer Fuller  
**Subject:** FW: Public Works  
**Attachments:** ssss.jpg

Include in Council packet Senior Center roof complaint.

*Matthew C. Williams*  
City Manager  
Town of Huachuca City, Arizona  
[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)  
Phone: 520-456-1354  
Cell: 520-678-1849

**From:** Matthew Williams  
**Sent:** Thursday, June 14, 2018 6:29 PM  
**To:** Walter Welsch <[wwelsch@huachucacityaz.gov](mailto:wwelsch@huachucacityaz.gov)>  
**Subject:** FW: Public Works

Sir,

I thought you would like to see the progress on quotes for Senior Center, library, etc.

Will keep you updated as we get hard quotes in.

*Matthew C. Williams*  
City Manager  
Town of Huachuca City, Arizona  
[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)  
Phone: 520-456-1354  
Cell: 520-678-1849

**From:** Jim Halterman  
**Sent:** Thursday, June 14, 2018 3:14 PM  
**To:** Matthew Williams <[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)>  
**Subject:** Public Works

Update.  
That Day)

Roof Senior Center Bids:

Cochise Roofing, 15<sup>th</sup> June (Time, will Call

Sun Valley Roofing (Awaiting Call Back)

Artistic Roofing, 15<sup>th</sup> June (Time, Will

Call That day)

Sidewalk Library Bids:

MV35 (Awaiting Bid)

Tawney's Concrete (Awaiting Call Back)

KE&G, 15<sup>th</sup> June 0730

Community Center Door Bids: Marsh Development (Awaiting Call Back)  
Mr. Fix It, 20<sup>th</sup> June 1000 (Pete POC)  
Gar Construction, 19<sup>th</sup> June 1400 (Pete

POC)

Cochise and Skyline Well: Weber Water on site. (Pete POC)

## Jennifer Fuller

---

**From:** Matthew Williams  
**Sent:** Thursday, October 18, 2018 9:21 AM  
**To:** Jennifer Fuller  
**Subject:** FW: Senior Center Roof

Please include in Council packet for Senior Center roof complaint

*Matthew C. Williams*  
City Manager  
Town of Huachuca City, Arizona  
[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)  
Phone: 520-456-1354  
Cell: 520-678-1849

**From:** Jim Johnson  
**Sent:** Monday, October 15, 2018 10:40 AM  
**To:** Jim Halterman <[jhalterman@huachucacityaz.gov](mailto:jhalterman@huachucacityaz.gov)>; Matthew Williams <[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)>  
**Subject:** Re: Senior Center Roof

Good morning Jim  
Try Artistic Roofing 458-6781  
Talk with Jen  
Tell her I sent you.  
Doc

Sent from my Sprint Samsung Galaxy S7.

----- Original message -----

**From:** Jim Halterman <[jhalterman@huachucacityaz.gov](mailto:jhalterman@huachucacityaz.gov)>  
**Date:** 10/15/18 10:33 AM (GMT-07:00)  
**To:** Matthew Williams <[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)>, Jim Johnson <[jjohnson@huachucacityaz.gov](mailto:jjohnson@huachucacityaz.gov)>  
**Subject:** Re: Senior Center Roof

America roof to busy with other jobs.  
Cochise roofing is out of business... 🙄

Get [Outlook for Android](#)

---

**From:** Jim Halterman  
**Sent:** Friday, October 12, 2018 2:01:55 PM  
**To:** Matthew Williams; Jim Johnson  
**Subject:** Senior Center Roof

Peril Construction 16 October 2018 @ 0930 to look at the roof.

Cochise Roofing, Westover Roofing, Great Valley Roofing left message to call me back. Have a safe trip.



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## **RESOLUTION NO. 2018-31**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR SERVICES RELATED TO PROCUREMENT OF AFFORDABLE TELECOMMUNICATIONS AND/OR INTERNET ACCESS, AND RELATED EQUIPMENT.

**WHEREAS**, Universal Service Administrative Company's Schools and Library Program (SLD), commonly known as "E-Rate Services," provides discounts of up to 90% to assist most schools and libraries in the United States to obtain affordable telecommunications and internet access; and

**WHEREAS**, Yavapai County through the Yavapai County School Superintendent ["YCSS"] assists school districts, individual schools, and libraries with the paperwork necessary to comply with applicable regulations to obtain available E-Rate Services; and

**WHEREAS**, YCSS has agreed to assist the Town's library in procuring E-Rate Services; and

**WHEREAS**, the staff of YCSS has developed an Intergovernmental Agreement, which is attached hereto as Exhibit *AA* and incorporated herein by this reference; and

**WHEREAS**, pursuant to A.R.S. 11-952, YCSS and the Town are authorized to enter into agreements such as this for cooperation and the joint exercise of authority common to the parties and for the performance of services for each; and

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

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

**Section 1.** The Town is hereby authorized to enter into the Intergovernmental Agreement between Yavapai County and the Town of Huachuca City for assistance in procuring E-Rate Services, attached hereto as Exhibit *AA* and incorporated herein by this reference.

**Section 2.** The Mayor of the Town of Huachuca City is hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Huachuca City.

**Section 3.** The Town hereby authorizes YCSS to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on the Town's behalf.

**Section 4.** The Town staff is hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

**Section 5.** All orders or resolutions in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Huachuca City, Arizona, this 25<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Kenneth Taylor, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Jennifer Fuller, Town Clerk

\_\_\_\_\_  
Thomas Benavidez, Town Attorney

*[Intergovernmental Agreement must be attached.]*





## **Letter of Agency**

**This confirms our participation with and representation by the Yavapai County School Superintendent (YCSS) for procurement of affordable telecommunications and/or Internet access, and related equipment. I hereby authorize YCSS to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on our behalf.**

**I understand that, in submitting these forms on our behalf, YCSS is making certifications for us. By signing this Letter of Agency, I make the following certifications:**

- (a) I certify that our library or school and all schools in our district are all libraries or schools under the statutory definitions of libraries or elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.**
- (b) I certify that our library or school and/or school district(s) has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.**
- (c) I certify that the services the school, library or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500 (et seq.).**
- (d) I certify that our library or school and/or school district(s) have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that**

failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

- (e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (f) I certify that I will retain required documents for a period of at least TEN years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (g) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

(j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to YCSS for E-rate submission is true.

The duration term applicable to this Letter of Agency, as agreed upon in the Agreement, is for 3 years and shall be effective from July 1, 2018 until June 30, 2021.

**Huachuca City Public Library**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

YC CONTRACT No. 2018-232  
AGREEMENT FOR E-RATE SERVICES  
BETWEEN  
HUACHUCA CITY PUBLIC LIBRARY  
AND YAVAPAI COUNTY

1. **Parties.**

HUACHUCA CITY PUBLIC LIBRARY (hereinafter referred to as "Library").

Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as "YCSS").

Library and YCSS may each be referred individually as a "Party" or "party," and collectively as the "Parties" or "parties."

2. **Purpose.**

2.1 Universal Service Administrative Company's Schools and Library Program (SLD), commonly known as "E-Rate Services," provides discounts of up to 90% to assist most schools and libraries in the United States to obtain affordable telecommunications and internet access. YCSS assists school districts, individual schools, and libraries with the paperwork necessary to comply with applicable regulations to obtain available E-Rate Services.

2.2 The purpose of this Agreement for E-Rate Services between Library and YCSS (hereinafter referred to as this "Agreement") is that Library retains YCSS to provide consulting about and assistance with E-Rate Services pursuant to a service program under A.R.S. §§ 15-301, 15-302, and/or 15-365.

2.3 The E-Rate Services provided by YCSS are intended to support and enhance student achievement by assisting and guiding Library to plan, procure, and implement essential technology assets.

3. **Statutory Authority.**

3.1 The office of county school superintendent is designated as a local education agency for the purpose of serving as an education service agency that is eligible to receive and spend local, state, and federal monies to provide programs and services to school districts, charter schools, county free library districts, and municipal libraries within that county. See A.R.S. § 15-301. YCSS has the authority to provide assistance with E-Rate Services to Library pursuant to A.R.S. §§ 15-301 (Office of County School Superintendent), 15-302 (Powers and Duties), and/or 15-365 (Service Programs Operated Through the Office of a County School Superintendent).

3.2 Library has authority to retain YCSS for consulting about and assistance with E-Rate Services pursuant to A.R.S. §§ 15-365 (Service Programs Operated Through the Office of a County School Superintendent) and 18-402(E) (Statewide E-Rate Program Fund)

4. **Duration/Term.** This Agreement's term is for 3 years and shall be effective from July 1, 2018 until June 30, 2021.
5. **Termination.** The parties may terminate this Agreement with thirty (30) days written notice. This Agreement is also subject to the cancellation provisions of A.R.S. § 38-511. Any termination of this Agreement shall not relieve the parties of responsibility for its costs incurred prior to the effective date of the termination.
6. **Scope of Work: Services and Duties Provided by YCSS.** Under this Agreement, YCSS shall provide the following services to Library:
  - 6.1 YCSS shall consult with and guide Library on Library's E-Rate application for FY 2018-19, 2019-20, and 2020-21.
  - 6.2 YCSS shall provide Library with information on and assistance with the E-Rate process and share technical advice on related services and equipment.
  - 6.3 With respect to E-Rate Services procurement, YCSS shall:
    - (a) prepare bid documents and contract documents necessary to procure and contract for E-Rate Services;
    - (b) assist Library in publishing the call for bids;
    - (c) assist Library with compliance with federal and state procurement regulations; and
    - (d) assist Library in scoring and evaluating all bids received.
  - 6.4 YCSS shall assist Library in filing, which may include the YCSS filing the forms on behalf of Library, the following E-Rate forms: Form 470, 471, 472 (BEAR), 486, and any necessary extension letters, appeals, and/or other related forms.
  - 6.5 YCSS shall assist Library with Program Integrity Assurance (PIA) review of Federal Communications Commission (FCC) forms filed by Library.
  - 6.6 YCSS shall assist Library with its determination on reasonable means and methods to obtain the maximum E-Rate discount allowed in accordance with governing rules and regulations.

- 6.7 YCSS shall assist Library with its determination on reasonable means and methods to reduce and minimize costs for both E-Rate eligible and ineligible services.
- 6.8 YCSS shall perform all other reasonable, customary, and lawful E-Rate tasks to assist Library during this Agreement's term.
- 6.9 YCSS makes no promises or guarantees to Library with respect to available E-Rate Services and any discounts and/or reimbursements payable to Library. If the FCC and/or SLD requests any adjustments from Library and/or requests any adjustments to any discounts and/or reimbursements made to Library, such adjustments are the sole responsibility of Library.
- 6.10 YCSS shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.
7. **Services Not Provided By YCSS.** YCSS will not select the final E-Rate vendor or advise Library which vendor to select.
8. **Scope of Work: Duties Provided by Library.** Under this Agreement, Library shall provide the following duties and warranties to YCSS:
- 8.1 Library shall provide all information reasonably requested by YCSS in a timely manner.
- 8.2 Library shall designate a responsible, authorized person to:
- (a) serve as a point of contact for SLD under the direction of the FCC;
  - (b) review all E-Rate Forms;
  - (c) sign all E-Rate Forms; and
  - (d) deal with YCSS on all matters relating to this Agreement.
- 8.3 Library shall fully comply with all E-Rate rules and regulations and all other applicable federal and state laws, including the obligation to certify the representations in and execute the Letter of Agency form attached as Exhibit 1 incorporated by reference herein. Library certifies and warranties all information provided to YCSS and certifies and warranties all information provided to the FCC and/or SLD whether provided directly by Library or whether provided by YCSS on behalf of Library.
- 8.4 Library acknowledges and agrees that if the FCC and/or SLD requests any

adjustments from Library and/or requests any adjustments to any discounts and/or reimbursements made to Library, such adjustments are the sole responsibility of Library.

8.5 Library shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.

9. **Payment and Consideration**. Within 30 days after YCSS invoices Library, Library shall pay YCSS the invoiced amount for all services provided under this Agreement as follows:

\$1500.00 for FY 2018-19.

\$1500.00 for FY 2019-20.

\$1500.00 for FY 2020-21.

10. **Insurance**. The parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a party upon request.

11. **Indemnification**. To the fullest extent permitted by law, Library shall defend, indemnify, and hold harmless YCSS, its departments, officers, officials, and employees without limitation from and against any and all claims, damages, losses, liabilities, fees, fines or expenses (including, but not limited to, attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged to have arisen or resulted from this Agreement. Library's duty to defend, indemnify, and hold harmless YCSS, its departments, officers, officials, and employees shall arise in connection with any and all claims, damages, losses, liabilities, fees, fines or expenses that are attributable to bodily injury, personal injury, sickness, disease, death or damage to, or destruction of, tangible or intangible property including the loss of use therefrom, caused in whole or in part by any act, error, mistake or omission of Library, its departments, officers, officials, employees, vendors, subcontractors, or anyone for whose acts Library may be liable. Library agrees to waive all rights of subrogation against the YCSS, its departments, officers, officials, and employees. The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

12. **Limitation of Liability**. To the fullest extent permitted by law, Library agrees that the liability of YCSS, its departments, officers, officials, agents, and/or employees, in connection with services hereunder to Library and to all persons having contractual relationships with them, for all causes of action, including, but not limited to, breach of contract and tort, including any negligent act, errors and/or omissions of YCSS, its departments, officers, officials, agents, and/or employees is limited to the total fees actually paid by Library to YCSS for services rendered by YCSS under this Agreement.

13. **Notices**. All notices under this Agreement must be in writing and sent to the appropriate

person. Notices will be deemed properly given if sent by personal delivery or certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

If to Library to:  
Huachuca City Public Library  
Attn: Suzanne Harvey  
506 N. Gonzales Blvd  
Huachuca City, AZ 85616

If to YCSS to:  
Tim Carter, Yavapai County School Superintendent  
2970 Centerpointe East Drive  
Prescott, AZ 86301

The parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other parties. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

14. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
15. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Library or YCSS. This Agreement is not intended to benefit any third party.
16. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
17. **Assignment.** No party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other parties. No party may delegate any performance under this Agreement, except with the prior written consent of the other parties. Any purported assignment of rights or delegation of performance in violation of this section is void.
18. **Waiver.** A party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a party of any



term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

19. **Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it.
20. **Compliance with Law.** The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
21. **Immigration Law Compliance.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the contract, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor, subcontractor or employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
22. **Fingerprint and E-verify.** If required, and only to the extent required, the parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
23. **Non-discrimination.** The parties shall comply with the Office of the Arizona Governor Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
24. **Workers' Compensation.** For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this Agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdiction he is then working, as

provided by A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. The parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

25. **Non-appropriation of funds.** The parties recognize and acknowledge that YCSS is a governmental entity and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of YCSS's obligations under this Agreement, then YCSS shall notify the other party(ies) in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to YCSS. If YCSS's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation.
26. **Governing Law.** This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
27. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the parties hereto, either party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If Library and YCSS are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.
28. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
29. **Alternative Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement may be resolved through the use of arbitration.
30. **Waiver of Jury Trial.** The parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
31. **Written Certification Pursuant to A.R.S. § 35-393.01.** The parties are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of Israel.

32. **Parol Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
33. **Entire Agreement.** This Agreement contains the entire, integrated agreement of the parties and there are no oral agreements, understandings, or representations relied upon by the parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all parties.
34. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
35. **Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

### APPROVALS

The parties hereto have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

**Library:**  
**HUACHUCA CITY PUBLIC LIBRARY**

\_\_\_\_\_  
 Signature of Authorized Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name and Title

This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to Library.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Legal Counsel for Library

**YCSS:**  
Yavapai County through the Yavapai County School Superintendent

\_\_\_\_\_  
Tim Carter

Date: \_\_\_\_\_

This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to YCSS.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Legal Counsel for YCSS

**APPROVED BY:**

\_\_\_\_\_  
Chairman  
Yavapai County Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

<u>Account Description</u>		<u>FYE 2017 Budget</u>	<u>FYE 2018 Budget</u>	<u>FYE 2019 Proposed</u>	<u>Budget Breakdown</u>
10-58-100	<b>Personnel Services</b> <i>2017-18 actual to date \$4,695.96</i> <i>2016 actual \$38,709.00</i>	\$30,812	\$3,900	<b>\$10,395</b>	3 lgs on duty for 33 hours per week for 10 weeks at 10.50 per hour
10-58-130	<b>Employ Benefits</b> <i>2017-18 actual to date \$774</i>	\$4,454	\$0	<b>\$1,500</b>	
10-58-250	<b>Advertising</b>	\$0	\$0	<b>\$0</b>	
10-58-270	<b>Telephone</b> <i>2017-18 actual to date \$354</i>	\$600	\$0	<b>\$600</b>	Spent \$593.12 in FY 16
10-58-340	<b>Utilities</b> <i>2017-18 actual to date \$4686</i>	\$5,347	\$4,000	<b>\$7,500</b>	Spent \$6975 in FY 16 Approximate monthly bill of \$534
10-58-480	<b>Maintenance &amp; Supplies</b> <i>2017-18 actual to date \$1577</i>	\$3,467	\$2,500	<b>\$5,000</b>	Spent \$8,755 in FY 16
10-58-660	<b>Certifying/Tng</b>	\$1,205	\$300	<b>\$300</b>	\$150 per person
<b>Spent in 2016: 61K</b> <b>Spent in 2017 so far: 10,941.02</b>					
		<b>\$35,266</b>	<b>\$10,700</b>	<b>\$25,295</b>	
<b>136.40%</b>	<b>Budget Decrease or Increase</b>				
<p>Last year's numbers weren't real. Cannot reduce because the numbers were so far removed from reality. If you double what we have spent up to Jan 2018 you get 21882.00. Which, then, only shows a 15% increase.</p>					

# **Fort Huachuca Sentinel Landscape**

## **Organizational Structure, Roles and Responsibilities**

**March, 2018**

**Sentinel Landscapes Partnership Committee** - The Partnership Committee is comprised of the directors/executives of the federal and state agencies within the project area, as well as local elected officials and other regional groups with roles in addressing resource issues. Leadership within the Fort Huachuca Sentinel Landscape Partnership will consist of the Chair, Vice-Chair, and Past-Chair. Membership of the Partnership Committee, and procedures for selection of Chair and roles are identified in the Charter.

**Steering Committee** – This group was officially created at the October 2017 Partnership meeting to guide the day to day business of the organization, and per the Charter, to refine the objectives of the subcommittees including measures and tangible objectives and direction for priorities. It was recognized that biannual meetings were insufficient to provide the necessary guidance to the Working Groups, ensure that workloads were being effectively managed, and address urgent needs. The Chair of the Partnership Committee serves as Chair of the Steering Committee. Membership is comprised of local agency leadership represented by the Partnership, as well as the Chairs of any Working Groups established to support these efforts.

### **Current Membership:**

- Scott Feldhausen, BLM Gila District Manager – current Chair
- Kerwin Dewberry, USFS Coronado National Forest Supervisor – Vice Chair
- Matt Walsh, Ft Huachuca, Executive Liaison Assistant to the Commanding General – Past Chair
- Ralph Ware, NRCS Assistant State Conservationist for Field Operations– Chair of Restoration Partnership subcommittee
- Kris Randall, USFWS State Coordinator Partners for Fish and Wildlife Program- Chair of the Open Spaces subcommittee
- Angela Camara, Fort Huachuca, Public Affairs Officer – Chair of Communications subcommittee
- Major David Lisovich, Ft Huachuca, Executive Officer
- Emily Fife, NRCS Assistant State Conservationist – Programs
- Raul Vega, AZ Game and Fish, Regional Supervisor
- Veronica Van Hulle – USFS Coronado NF Partnership Coordinator – Facilitator

**Sentinel Landscapes Restoration Partnership Working Group** – This group is charged with identifying, prioritizing and guiding the implementation of landscape restoration and species conservation efforts within the Sentinel Landscape which are necessary to mitigate impacts from the Fort's multiple missions. It has a Chair that will be rotated annually, and is comprised of members from agencies and organizations represented within the Partnership as well as local individuals, organizations with knowledge, skills and resources necessary to

address key issues. A Directing Group provides guidance and structure to ongoing efforts, and several subordinate working groups are established to focus on key issues.

**Open Space Working Group** – This group is charged with identifying opportunities for maintaining the open spaces within the Sentinel Landscape necessary to prevent impacts to the Fort's multiple missions. It has a Chair that will be rotated annually, and is comprised of members from agencies and organizations represented within the Partnership as well as local individuals, organizations with knowledge, skills and resources necessary to address key issues. A Directing Group provides guidance and structure to ongoing efforts.

**Communications Working Group** – This group is charged with development of a Communication Strategy and Implementation Plan to 1) define the audience(s), 2) develop the appropriate messages, 3) identify the tools and opportunities for sharing the messages, and 4) guide the implementation of related efforts. It has a Chair that will be rotated annually, and is comprised of the Public Affairs staff from agencies and organizations represented within the Partnership.

The subsequent organization of each Working Group will be defined and adapt as needed to address emerging issues and opportunities, and to provide the necessary structure and leadership to ensure timely and effective communication and completion of duties.

## Town Manager's Report

October 25, 2018

- **Trash RFP**- Town Council selected to go with Waste Management at the 10/11 Council meeting for trash services. Waste Management will begin service on 12/1/18. Utility customers will begin paying the increased fee on the 1/1/19 billing cycle. Staff met with Waste Management today for logistics & planning.
- **Town Bus Line**- Effective 10/26 the bus line has 1 remaining bus driver, as one of our bus drivers has obtained another job. This has forced us to eliminate the 3:30 bus route. The bus line service will be discontinued on 12/31/18.
- **Surplus Sales**- Town staff continues to find no longer needed town materials for surplus. The Town has sold \$11,988 in surplus items since September 2018, including the non-running chipper which sold for \$5800. This brings us to over \$77,000 in surplus sales since January 2018.
- **LDS Day of Service**- the LDS Church has volunteered to do a day of service in Huachuca City on Saturday, October 27<sup>th</sup>. This will include painting the Community Center, numbers on curbs, removing dead limbs, etc. The Town will be purchasing the paint. We appreciate the Church volunteering to do this work in Huachuca City. Thank you Spencer Forsberg for coordinating this project.
- **Surplus Scraper**- We have been awarded the Caterpillar 621 scraper from surplus. The scraper has less than 1000 hours on it, compared to our current scraper with over 16,000 hours. The processing fee of \$1100 and the transportation costs of \$2220 from El Paso means we will have roughly \$3500 in our scraper. It costs over \$5000 monthly to rent a scraper.
- **Water & Sewer Fee Timeline**- Staff has a conference call regarding the water/sewer rate study on Friday, October 26<sup>th</sup>. The rate study will be presented by the consultants at a special work session on Thursday, December 6<sup>th</sup> at 6pm at Town Hall. Council will consider starting the 60 day clock at the 12/13 Council meeting.
- **Cox Agreement**- Town staff along with the Mayor met with SSVEC and Cox. SSVEC feels they are owed pole fees from Cox. Cox and SSVEC recommend removing the cox infrastructure from the poles and scrapping the Cox infrastructure agreement. The question is will the E-rate contractor choose to use the aerial cox infrastructure for broadband, or will the utilities be buried. We have another meeting scheduled with Cox and SSVEC on November 5<sup>th</sup>.
- **Town Finances**- The Town general fund was in better shape for September thanks to the hard work of staff to watch expenses, holding down overtime, and the continued sale of surplus equipment. Utilities continue to lose money, thanks to low rates. Garbage fund will be resolved in January with the trash RFP, water and sewer will be resolved in April when the new water & sewer rates go into place.

## Public Works

1. All Daily rounds have been completed at all Well Sites, Sewer Ponds.



- 2. All Monthly samples have been pulled and turn in at Turner Laboratories in Tucson.**
- 3. Repairs to G-2 Trash Truck are completed.**
- 4. All residential and commercial water meters have been read for billing.**
- 5. Repairs to the Water Service Line for 101 Buffalo Street have been completed by Public works.**
- 6. Public works changed oil and filters in PW-2, PW-3, and PW-4 pick-up trucks.**
- 7. Public works changed oil, filters and replaced the wear teeth on Back Hoe.**
- 8. Repairs to the playground equipment at Hunt Park have been completed, the one picnic table is still is in the process of being repair.**