# PLEASE VIEW THE LIVE STREAMED CITY COUNCIL MEETINGS ON THE CITY'S WEB SITE: <u>City-Council-Live-Stream</u>

# CORTEZ CITY COUNCIL REGULAR MEETING TUESDAY, MARCH 25, 2025 7:30 P.M.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL, APPROVAL OF AGENDA.

### 2. CONSENT AGENDA

The listing under "Consent Agenda" is a group of items to be acted on with a single motion and vote. This agenda is designed to expedite the handling of limited routine matters by City Council. Either the public or a Councilmember may request that an item may be removed from the Consent Agenda at that time, prior to Council's vote. The Mayor will ask if a citizen or Councilmember wishes to have any specific item removed from the Consent Agenda for discussion.

- a. Approval of the Council Workshop/Special Meeting and Agenda Minutes for March 11, 2025.
- b. Approval of the Expenditure List for March 25, 2025
- c. Approval of a Change in Corporation Structure for a Hotel and Restaurant Liquor License for El Campestre Mexican Restaurant LLC, located at 1430 East Main Street, Unit 6, Cortez.
- d. Approval of a renewal application for a Fermented Malt Beverage and Wine Liquor License from Esmeralda's Ranchito Mexico Store, located at 2501 East Main Street, Cortez.
- e. Approval of a renewal application for a Retail Marijuana Store License for Durango Organics, LLP, DBA DO Cortez, located at 1013 East Main Street, Cortez.
- f. Approval of four Special Event Permits for Cortez Retail Enhancement Association to host the Third Thursday events on June 19, July 17, August 21, and September 18, 2025. The Third Thursday events are held in Montezuma Park at the corner of Market Street and Montezuma Avenue, Cortez.

### 3. PUBLIC PARTICIPATION

There is no limit to the number of speakers, although public comments will be held to an overall time limit of 30 minutes.

(Speakers have a time limit of three (3) minutes per person, may only speak once, and may not cede time to another commenter. Please reference rules below.)

- 4. PRESENTATIONS
  - a. Financial Statements

Presented by City Manager Drew Sanders

5. PUBLIC HEARINGS

### a. Ordinance No. 1334, Series 2025

Second and Final Reading of Ordinance No. 1334, Series 2025, an ordinance approving a contract for service for longer than two years with Axon Enterprises, Inc., for tasers, body cameras and associated cloud storage.

Presenter: Andy Brock, Interim Chief of Police

### 6. UNFINISHED BUSINESS

# a. Award of the 2025 Cathodic Protection Project for Tanks 1, 2, & 3

Council will consider awarding Mountain West Tank Resources, LLC the 2025 Cathodic Protection System Project, and authorize the City Manager to negotiate and sign a contract with them on behalf of the City.

Presenter: Brian K. Peckins, Director of Public Works

### 7. NEW BUSINESS

# a. Request for Out-of-City Water Tap at 10756 Road 26

Council will consider approving an out-of-City water tap on the property located at 10756 Road 26, Cortez, Colorado.

Presenter: Brian K. Peckins, Director of Public Works

# b. Award of Contract Professional Engineering Services

Council will consider the award of the Contract for Professional Engineering Services to Schmueser Gordon Meyer, Inc. ("SGM"), and authorize the City Manager to negotiate and sign a contract with the company on behalf of the City.

Presenter: Brian K. Peckins, Director of Public Works

# c. Ordinance No. 1335, Series 2025

Council will consider on first reading Ordinance No. 1335, Series 2025, an ordinance amending the Code, ordinances, resolutions, guidelines, and protocols of the City of Cortez, Colorado to allow City Council members to participate in Council meetings remotely via videoconferencing.

Presenter: Patrick Coleman, City Attorney

# d. Appointment to the Parks, Recreation, and Forestry Advisory Board

Council will consider appointing two new members to the Parks, Recreation, and Forestry Advisory Board.

Presenter: Linda Smith, City Clerk

### 8. DRAFT RESOLUTION/ORDINANCES

### 9. CITY ATTORNEY'S REPORT

# 10. CITY MANAGER'S REPORT

# 11. CITY COUNCIL COMMITTEE REPORTS

- a. Mayor's Report on Workshop
- b. Other Board Reports

# 12. OTHER ITEMS OF BUSINESS

a. Executive Session as needed.

# 13. PUBLIC PARTICIPATION

There is no limit to the number of speakers and no overall time limit. (Speakers have a time limit of three (3) minutes per person, may only speak once, and may not cede time to another commenter. Please reference rules below.)

# 14. ADJOURNMENT

# PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

- --Individuals may comment regarding items on the Council agenda or any other topic they wish to address the City Council about, including items discussed in a previous Council Workshop. Those wishing to comment must register by completing an "Intent to Speak" card (located outside of the Council chambers). Completed cards will be collected at the start of the meeting and delivered to the Mayor, who will call each speaker to the podium at the appropriate time. Comments specific to agenda items scheduled for public hearings should be reserved and delivered during the public hearing session.
- --Courtesy, civility, and respect for others is expected. All comments should be addressed directly to the Council. Commenters who are called upon by the Mayor to speak are the only persons allowed to speak during the allotted time. Comments, or other distractions from the audience intended for commenters or others are not permitted. The Mayor, as the chairperson for the meeting, retains the discretion to deviate from the formats described below. --There are two general opportunities for citizens to address the Council:

For the first opportunity (which will occur toward the start of the meeting) there is no limit to the number of speakers, although public comments will be held to an overall time limit of 30 minutes so City business may proceed. Speakers have a time limit of 3 minutes per person, may only speak once, and may not cede time to other commenters.

For the second opportunity (which will occur toward the end of the meeting) there is no limit to the number of speakers, and no overall time limit. Speakers have a time limit of 3 minutes per person, may only speak once, and may not cede time to other commenters.

--Other Opportunities to Participate

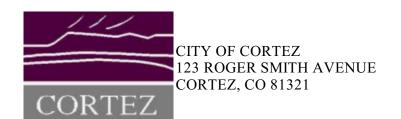
Citizens may also participate via email if addressed to <a href="councilcomments@cortezco.gov">councilcomments@cortezco.gov</a>. Comments received by 3:00pm the day of a Council meeting will be delivered to Council the same day and entered into the meeting minutes. Citizens may also send letters to the Council by addressing them to "City Council" 123 Roger Smith Ave., Cortez, CO 81321. In-person deliveries are also accepted.

### MOTION TO GO INTO EXECUTIVE SESSION:

- --For a conference with the City attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b);
- --For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e);
- --To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a)
- --For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific fie employees who have requested discussion of the matter in open session: any member of this body or any elected official: the appointment of any person to fill an office of this body or of an elected official: or personnel policies that do not require the discussion of matters personal to particular employees
- --For discussion of a matter required to be kept confidential by the following federal or state law, or regulation: under C.R.S. Section 24-6-402(4)(c)
- --For discussion of specialized details of security arrangements or investigations under C.R.S. Section 24-6-402(4)
- --For consideration of documents protected by the mandatory nondisclosure provisions of the Open Records Act under C.R.S. Section 24-6-402(4)(g)

# AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

(a brief description must be included following the statute citation regarding why the executive session is being held)



Linda Smith
City Clerk
123 Roger Smith Avenue
Cortez, CO. 81321
lsmith@cortezco.gov

# Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: March 20, 2025

RE: Approval of the Council Workshop/Special Meeting and Agenda Minutes for March 11,

2025.

# Attachments

Worksession minutes for March 11, 2025 Minutes for March 11, 2025

# CITY COUNCIL REGULAR WORKSHOP/SPECIAL MEETING TUESDAY, MARCH 11, 2025 6:00 p.m.

- 1. The Workshop was called to order at 6:00 p.m., in the City Council Chambers. Councilmembers present included: Robert Dobry, Matt Keefauver, Bill Lewis, April Randle, and Dennis Spruell. Mayor Pro-tem Lydia DeHaven and Mayor Rachel Medina were absent. Staff members present included: Director of Parks and Recreation Creighton Wright, Community and Economic Development Director Rachael Marchbanks, Permit Tech/Deputy City Clerk Cheryl Lindquist, City Clerk Linda Smith, City Attorney Patrick Coleman, and City Manager Drew Sanders. There were six members of the public present in the audience.
- CIRSA (Colorado Intergovernmental Risk Sharing Agency) Deputy Executive Director/General Counsel Sam Light presented an Elected Official Training class. about the fiduciary role of a public official and the importance of transparency and good governance. Risk management is an issue for an entire organization and a great attitude around safety and avoidance of liability starts at the governing body. The Colorado Code of Ethics states that the holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of local government officials and employees. Elected officials should put the City first above personal interests with other fiduciary duties including duty of care, duty of impartiality, duty of accountability, and duty to preserve public trust in government. Open Meetings Law states that when three or more Council members will be communicating (including electronic) a meeting must be noticed and held. Executive sessions should be held sparingly and by the book with substantive and procedural requirements met. Best practices for virtual attendance is to recognize that one size does not fit all and important issues to consider is if the meeting will be in compliance with the Open Meetings Law, can everyone hear and communicate effectively, are all Councilmembers on equal footing, what are the expectations of the community for Council to be 'present' and what are the 'values' of City Council. Quasi-Judicial hearings are really important as Councilmembers are acting as a judge seeing and hearing information that is presented at the hearing prior to a decision being made. Mr. Light stated that written rules/policies should be in place before virtual meetings are allowed. A trial run for a virtual meeting may be a good idea and then Council can discuss if the trial run worked and if everyone could be heard as technology can be an issue for those that are Executive Sessions may have different protocols regarding virtual participation due to privacy and security issues that may come up. Discussion was held on social media, e-mail, and quasi-judicial decision making. Also, discussion was held on the importance of abiding by the Open Meetings Law if three or more Councilmembers/Advisory Board Members are gathered whether the discussion is just to meet and discuss items collectively or to make formal action. City Attorney Coleman spoke about chance gatherings or social events were there may be three or more members in attendance which would not be an issue as long as City business is not brought up - keep it social. Mr. Light spoke about legislative versus administrative matters and Council's role as a policy maker and that the City Manager's role is to deal with the day-to-day operation of the City. Personal conduct should include an equal playing field for all Councilmembers no matter if they may disagree on an issue or not. Demonstrate

resiliency, professionalism, and support in difficult times. Avoid perceptions (internal and external) of "getting ahead" of or "speaking for" the voice of Council where Council has not yet spoken. Embrace the fiduciary, stewardship and "We" responsibilities of elected office. "We" is more important than "Me" as Council stands together with respect for each other at all times. Council thanked members of the Planning and Zoning Commission and other Advisory Board members for attending the worksession.

b. Council General Discussion. Councilmember Keefauver thanked the committee that planned the Employee Appreciate Dinner that was held a few weeks ago. He stated that the dinner was very much enjoyed. Councilmember Randle commented that at the last Council meeting a moratorium was put in place for six months on the natural medicine process and asked what the next steps will be in the process. City Manager Sanders stated that when all the Councilmembers can be attendance, a presentation will be made during a future worksession. He noted that the City can discuss the time, place, and where the businesses may locate within the City limits. Councilmember Randle commented that she understands that the City may also have input on advertisement. City Manager Sanders stated that the item will be included in a worksession possibly in April.

The regular workshop was adjourned at 7:20 p.m.

# CITY COUNCIL REGULAR MEETING TUESDAY, MARCH 11, 2025

1. The meeting was called to order in the City Council Chambers at 7:30 p.m., with the Pledge of Allegiance. Roll Call was taken and the following Councilmembers were present: Mayor Pro-tem Lydia DeHaven, Robert Dobry, Matthew Keefauver, Bill Lewis, April Randle, and Dennis Spruell. Mayor Rachel Medina was absent. Staff present included: Director of Parks and Recreation Creighton Wright, Municipal Court Clerk Carla Odell, Director of General Services Casey Simpson, Director of Public Works Brian Peckins, Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dosdall, Interim Chief of Police Andy Brock, Library Director Beth Edson, Airport Director Jeremy Patton, Human Resources Director Matt Cashner, City Clerk Linda Smith, City Attorney Patrick Coleman, and City Manager Drew Sanders. There were 12 members of the public present in the audience.

Councilmember Lewis moved that the agenda of March 11, 2025, be approved. Councilmember Keefauver seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes

- 2. The Consent Agenda items acted upon by Council were as follows:
  - a. Approval of the Council Worksession/Special Meeting and Agenda Minutes for February 25, 2025.
  - b. Approval of the Expenditure List for March 11, 2025.
  - c. Approval of a renewal application for a Hotel and Restaurant Liquor License for Shiloh Inc., DBA Shiloh Steakhouse, located at 5 South Veach Street, Cortez.
  - d. Approval of a renewal application for a Hotel and Restaurant Liquor License for the Wigglin' Pig LLC, DBA The Wigglin' Pig, located at 76 South Veach Street, Cortez.
  - e. Approval of a renewal application for a Hotel and Restaurant Liquor License for The Farm Bistro Cortez LLC, DBA The Farm Bistro, located at 34 West Main Street, Cortez.
  - f. Approval of a renewal application for a Retail Marijuana Store License and a Retail Marijuana Cultivation Facility License for Chronic Therapy Cortez, located at 1020 South Broadway, Cortez.
  - g. Approval of a Special Event Permit for Southwest Colorado Cycling Association to host an event on the premises of Kokopelli, located at 130 West Main Street, Cortez, on April 11, 2025, from 6:00-9:00 p.m.

PAGE 2

Councilmember Spruell moved that the Consent Agenda be approved as presented. Councilmember Lewis seconded the motion, and the vote was as follows:

Keefauver Medina Randle Spruell DeHaven Dobry Lewis Yes Yes Yes Yes Yes Yes absent

- PUBLIC PARTICIPATION: None.
- PRESENTATIONS: None 4.
- **PUBLIC HEARINGS:** 5.
  - a. Resolution No. 3, Series 2025. Contract City Planner Dosdall stated that Resolution No. 3, Series 2025, is a resolution approving a Conditional Use Permit for a waste hauling business to be located at 2105 South Broadway. She stated that the applicant, Bruin Waste Management operates a waste management company and would have roll off containers, vehicles and porta-potties stored on site when not deployed to other properties. The property is zoned Highway Commercial (C) and contractor storage yards require a Conditional Use Permit. The property surrounding 2105 South Broadway has an automotive repair type businesses on the north and south and vacant land owned by the same landowner is west and across South Broadway to the east is the White Eagle Inn and vacant land zoned for multi-family uses. She reviewed the criteria for a Conditional Use Permit and stated that access to the property is on a frontage road, not directly off the highway. The property was previously occupied by Stone Sand and Gravel and is approximately a 1.3 acre site. Staff noted that the proposed conditional use is compatible with adjacent existing uses and meets all the setbacks. Parking is adequate and there will be no odors on the property as the trash will be transported each day to the landfill. The Planning and Zoning Commission reviewed the proposal on February 4, 2025, and recommended approval with four conditions. Staff recommends approval with the following recommended conditions:
    - a. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications and all requirements of CDOT for required highway improvements.
    - b. The applicant shall meet all requirements of the Cortez Sanitation District.
    - c. The property shall comply with all code requirements excluding landscaping and surfacing of parking areas prior to initiation of the use.
    - d. The applicant shall comply with the submitted project narrative at all times.

Dustin Weitzel, Southwest Division General Manager of Bruin Waste Management, stated that he started up his business in Naturita, Colorado, in 1996 and has expanded operation to include ten counties on the western slope. He stated that he grew up in Dolores and appreciates the opportunity to serve the Cortez community. Councilmember Dobry opened the public hearing; however, no one spoke and the hearing was closed.

Councilmember Lewis moved that Council approve Resolution No. 3, Series 2025, a resolution

approving a conditional use permit for a waste hauling business located at 2105 South Broadway as submitted by the applicant, Bruin Waste Management, LLC, with permission of the landowner, 2015 S. Broadway Trust, with four conditions of approval contained in the resolution. Councilmember Randle seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes

b. Ordinance No. 1331, Series 2025. Councilmember Dobry stated that Ordinance No. 1331, Series 2025, is being presented on second reading and a public hearing. The ordinance would repeal, in its entirety, the City of Cortez Land Use Code and adopt an updated City of Cortez Land Use Code. Contract City Planner Dosdall introduced Logan Simpson consultants McKayla Dunfey and Jen Gardner. Ms. Gardner reviewed the proposed Land Use Code, which has taken over two years to draft, noting that the process included numerous forums, open houses, and worksessions with outreach to the community in various forms. The Land Use Code has been tied to the Housing Action Plan and the chapters of the updated code were reviewed. The current code has seven chapters and the updated code has eight with Chapter 7 being replaced with Historic Preservation and the new Chapter 8 includes the Floodplain Regulations. All appendices were removed as they have been updated in City documents outside of the code. The chapters were reformatted for consistency and a table of contents was added to each chapter with tables and graphics added throughout the code. New standards were added for clarification and predictability and other standards expanded for flexibility in development.

Following are the highlights of the changes. Chapter 1, General Provisions, what changed: new title and effective date; updated nonconforming provisions; added options to remedy a violation; and vested property rights now automatic with approval. What remains: purpose statement; general authority and jurisdiction; relationship to other plans; and definition of how to determine a nonconformity. Chapter 2, Definitions, what changed: added standards of measurement; moved land use terms to Chapter 3; removed outdated terms; added new terms; and removed standards embedded in definitions. What remains: general organization and computation of time and general interpretation of terms. Chapter 3, Zone Districts and Use Regulations, what changed: adjusted zone district names to better reflect intent; adjusted dimensional standards to align with Housing Action Plan; simplified design standards; added new housing types; and incorporated land use definitions. What remains: intent, number, and locations of zone districts; many parameters of R-1 to preserve zone district intent; and maintained and expanded upon many existing land uses. Chapter 4, Subdivision Standards, what changed: added subdivision classifications; updated street standards; simplified public land dedications; combined improvement standards; added development improvement agreement section; added improvement guarantees; revised impact fee section. What remains: general scope and applicability; easement standards (with some minor clarification); required improvements - new language intended to provide clarification; and land dedication amount of 5%. Chapter 5, Site Development Standards, what changed: reduced off-street parking requirements; added alternative and shared parking standards; increased sidewalk width; updated landscape standards; added lighting standards; added natural resource standards; added electronic signs; and updated billboard standards. What remains: basic concept and computation of parking requirements; majority of fencing standards; landscape plan requirements; and majority of sign standards. Chapter 6, Administration and Procedures, what changed: reorganized into four

distinct sections; added section for roles and responsibilities; added procedures table; combined all public notice procedures; separated rezone and text amendment; clarified site plan process; and updated decision-making authority for preliminary plats to administrative. What remains: overall intent of chapter; overall list of development applications (with some additions); and most of the procedures and review and decision-making authorities. **Chapter 7, Historic Preservation,** what changed: new chapter from language in current Chapter 6; added new applicability section to differentiate between local, state, and national registers; and clarified demolition procedures. What remains: overall intent of regulations and much of the review criteria. **Chapter 8, Floodplain Regulations,** what changed: formatting and terminology to match the rest of the Land Use Code Update. What remains: intent of the chapter and majority of the existing language. **Appendices,** what changed: outdated development applications and subdivision improvement agreement template have been removed.

Public comments received were noted and generally the comments were in support of the updated Land Use Code. Councilmember Dobry thanked the public, Planning and Zoning Commission, City staff, and the consultants from Logan Simpson who spent so much time going through all the information and making changes to the code. He stated that the updated Land Use Code fits our community. City Attorney Coleman spoke about eight amendments that he was suggesting as well as six that staff was recommending prior to the adoption of the code. The changes included the effective date of the new Land Use Code, fees, filing and submittal dates, and flexibility in the application of the design standards. The staff suggestions included a definition for historic resources and also setback requirements for accessory structures for residential zone districts. Councilmember Dobry opened the public opening comment portion of the hearing; however, no one spoke and the public comment portion of the hearing was closed.

Councilmember Keefauver moved that Council approve on second and final reading Ordinance No. 1331, Series 2025, an ordinance repealing, in its entirety, the City of Cortez Land Use Code and adopting an updated City of Cortez Land Use Code with the amendments that were presented. Councilmember Lewis seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes

c. Ordinance No. 1333, Series 2025. Airport Director Patton stated that Ordinance No. 1333, Series 2025, would authorize the assignment of an Airport Land Lease and Hangar Development at the Cortez Municipal Airport. The request is in regard to the ownership of Hangar Lot N3 (North #3) which will become a 50/50 split of a private hangar with Paul Barry (assuming Lars Bjorkqvist 50 percent) and John Patton III. Staff recommends approval of Ordinance No. 1333, Series 2025, on second and final reading. Councilmember Dobry opened the public hearing; however, no one spoke and the hearing was closed.

Councilmember Randle moved that Council approve on second and final reading Ordinance No. 1333, Series 2025, an ordinance authorizing and approving the assignment of an Airport Land Lease and Hangar Development at the Cortez Municipal Airport. Councilmember Lewis seconded the motion and the vote was as follows:

MARCH 11, 2025

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes

UNFINISHED BUSINESS: None.

### 7 **NEW BUSINESS**

a. City Copier Bids. Director of General Services Simpson stated that bids were received for copy machines for 60-month leases for the Service Center, Recreation Center, City Hall, and the Library. All leases will begin in April except for the Library, which will begin in August. Three bids were received and ImageNet was the low bidder at \$171.25 per month. Monies for the copier contracts will come from the respective department budgets where the monies for copier leases are already allocated. Over the 60 month leases there will be a savings of approximately \$14,266.20 per machine.

Councilmember Lewis moved that Council accept the bid of ImageNet Consulting LLC and authorize the City Manager to negotiate and sign 60-month copier leases with ImageNet Consulting LLC at its monthly lease rate of \$171.25 per month for the Service Center, Recreation Center, City Hall, and Library copiers. Councilmember Spruell seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes

b. Outdoor Pool Roof Construction Bid. Director of Parks and Recreation Wright stated that the outdoor pool's mechanical flat roof has deteriorated, with concrete crumbling at the edges for over five years. It has also been leaking through several cracks for the past two years. assessment was made on the roof and it was suggested that the best solution, short of complete replacement, was to add a pitched roof over the existing concrete roof. The estimate made at the time was approximately \$35,000. The project was bid three times with no bids received the first two times. The third time, which occurred in September, received two bids. Cruzan Construction of Cortez was the low bidder at \$88,392. Cruzan Construction has stated that they are willing to hold their bid into 2025. Discussion has been held on the best solution for the roof issue and staff feels the pitched roof is still the best option. Staff is recommending that the bid be awarded to Cruzan Construction and that the funding come from the Conservation Trust Fund. One project that was budgeted for 2025 (Parque de Vida East Shelter Event Power) will not be completed this year so the funding could be used towards the roof project. The timeline for completion of the project would be in the fall after the swim season.

Councilmember Spruell moved that Council award the Outdoor Pool Roof Construction Bid to Cruzan Construction Company for \$88,392 and authorize the City Manager to negotiate and sign a contract for these services. Councilmember Keefauver seconded the motion and the vote was as follows:

DeHaven Dobry Lewis Keefauver Medina Randle Spruell

Yes Yes Yes Yes absent Yes Yes c. Purchase of Ditch Witch Vacuum Excavator. Director of Parks and Recreation Wright stated that the Montezuma Street center islands have a substandard irrigation design, with too little flow to support the number of irrigation heads. Also, most components, valves, and heads were original to the installation nearly 20 years ago. With warmer, drier springs and summers, the limited irrigation has begun to show through stressed turf grass and trees. The Park Maintenance team conceptualized a repair to this area, breaking the 11 islands into thirds and contracting the repair one-third per year for the next three years. The planned work includes replacing all sprinkler heads and valves and adding two new irrigation services (tap, meter, and backflow). The cost estimate to complete the job is approximately \$50,000 per year for a total of \$150,000. Review was made of the most effective way to improve the islands and staff has devised a solution to preserve the trees with little impact on the tree roots which involves specialized equipment called a vacuum excavator or potholer. The equipment is essential to complete the project and would be helpful in daily irrigation work, especially digging up broken lines, valves, and individual heads. Rather than bid the project out to contractors, staff is planning to complete the work in-house with a cost savings of approximately \$41,000. The plan is to shift more resources to irrigation with two general-purpose park workers as helpers (seasonal) in addition to the Irrigation Specialist and Irrigation Assistant. The equipment was selected based on a side-by-side comparison between Ditch Witch and Vermeer, the two main competitors in the market. Staff received Sourcewell, guaranteed low bids from both manufacturers and the Parks staff chose the Ditch-Witch model because it was smaller, more compact, and easily maneuverable in the parks. The Vermeer model was also \$10,000 more than the Ditch Witch. Staff recommends that Council award the purchase of the Ditch Witch Vacuum Excavator to The Charles Machine Works, Inc., Ditch Witch Division, for \$39,590.53. Funding for the project for the first year, not including labor, is budgeted in the Conservation Trust Fund (\$50,000) and any remaining supplies needed will come from the operational budget. It was noted that a trailer is included with the equipment and the equipment should last up to ten years.

Councilmember Lewis moved that Council accept the bid from The Charles Machine Works, Inc., Ditch Witch Division, in the amount of \$39,590.53 for the purchase of a Ditch Witch Vacuum Excavator, and authorize the City Manager to negotiate and sign a contract for this purchase. Councilmember Randle seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes

c. Award of Contract for Storm Water Master Plan Director of Public Works Peckins stated that in 2005, the City began to map drainage basins within the City limits and performed various hydrological calculations modeling runoff in the 100-year storm events. The City later adopted 2007 guidelines from the Mile-High Flood Plain District by resolution, which is the City's current regulatory documents concerning storm drainage and drainage improvements. As the City has continued to develop, the existing storm drain systems have become unable to safely convey 10-year or greater storm events without damage to infrastructure and property. A fragmented network of drainage infrastructure exists, as documented in the City's ArcGIS program which is often insufficient in capacity, has been inadequately maintained, is in a state of failure, has already failed, or was never properly put in place. Staff sent out a Request for Proposals (RFP) to experienced engineering firms for a storm water master planning initiative. The objective is to engage a

consultant who will aid the City in developing a comprehensive set of guiding documents designed to enhance the efficient operation and maintenance of the City's storm water drainage system, as well as a 10-year improvement plan. Four bids were received and staff believes that Jones & DeMille Engineering, Inc., is best positioned to fulfill the City's requirements outlined in the RFP at a bid price of \$149,940. Jones & DeMille Engineering, Inc., proposal highlights the company's skill in assisting with the procurement of alternative funding sources for storm water infrastructure improvements and they have a wealth of experience in creating storm water master plans for rural communities comparable to Cortez.

Councilmember Spruell moved that Council award the contract for the Storm Water master Plan to Jones & DeMille Engineering, Inc., and authorize the City Manager to negotiate and sign a contract on behalf of the City for this purpose. Councilmember Lewis seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes

e. Ordinance No. 1334, Series 2025. Councilmember Dobry stated that Ordinance No. 1334, Series 2024, is presented on first reading and is an ordinance approving a contract for service for longer than two years with Axon Enterprises, Inc. Interim Chief of Police Brock stated that in 2021, Council approved Ordinance No. 1286, Series 2021, contracting with Axon Enterprises, Inc. to provide the Police Department with tasers, body-worn cameras and cloud storage of the data produced. The contract was for five years, and is now expiring. He asked that Council again sign a five-year contract with Axon for continuation of the services they provide, to include continued support and upgrades as new technology emerges over the next five years. The department would continue to use the Axon body-worn cameras and the Axon interview product. The department would like to upgrade the current Taser 7's to Taser 10's as the Taser 10 allows for up to 10 deployments and nearly doubles the effective range. Also, the department would like to add the Axon Draft One to the Contract. The Draft One is advanced AI technology that works hand in hand with the Axon body-worn camera. Report writing is the most time-consuming task for officers and it is estimated that the Draft One would reduce report writing time, with higher quality reports, by Staff recommends Council approve the proposed new Axon five-year contract, which includes Axon Interview, Axon Body Worn Camera 4, Taser 10, and Axon Draft One, at a cost of \$593,545.91, paid out over the five-year contract term. In answer to a question from Councilmember Spruell, Interim Chief of Police Brock stated that the City receives some credit for return of the old cameras and tasers.

Councilmember Keefauver moved that Council approve on first reading Ordinance No. 1334, Series 2025, an ordinance approving the quote from Axon Enterprises, Inc., dated December 4, 2024, and approving the Master Services Agreement and related documents linked to the quote, which extend and upgrade the Axon Subscriptions for an additional five-years, and set the ordinance for second reading and a public hearing on March 25, 2025. Councilmember Spruell seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes

f. <u>Possible Cancelation of the June 24, 2025 Council Meeting</u>. City Manager Sanders stated that staff is asking for the possible cancelation of the June 24, 2025 Council meeting to allow staff and Councilmembers to attend the Colorado Municipal League (CML) Conference which will be held June 24-27, 2025, in Breckenridge. The Mayor and several Councilmembers are scheduled to attend; therefore, a quorum of Council would not be available for the regular meeting scheduled for June 24, 2025. The annual conference offers staff and elected officials educational opportunities to help them better govern their cities and towns through in-depth sessions, workshops, and networking events.

Councilmember Randle moved that Council cancel the City Council meeting scheduled for June 24, 2025 for the purpose of permitting staff and Council attendance at the Colorado Municipal League conference. Councilmember Spruell seconded the motion and the vote was as follows:

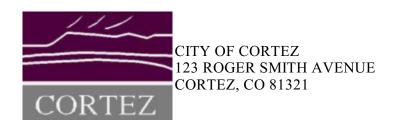
DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes

- 8. DRAFT RESOLUTION/ORDINANCES: None
- 9. CITY ATTORNEY'S REPORT: None.
- 10. CITY MANAGER'S REPORT: The following was the report for the term:
  - I regretfully announce our Finance Director, Ms. Kelly Koskie, has submitted her resignation and will be leaving the City of Cortez to pursue other endeavors. She has accepted a position as Assistant City Manager in Sunnyside, Washington. Ms. Koskie has helped guide Cortez through some of its most turbulent financial affairs and brought this City to the secure financial footing we now appreciate. Ms. Koskie will be truly missed, but we wish her well and success in her new position.
  - The City of Cortez has lost a dear friend and esteemed community member, Mr. Orly Lucero. Orly passed away on Friday March 7, 2025. Orly served as a Cortez Councilmember from 2002 2010 and again from 2014 2022, serving as Mayor from April, 2004 April, 2010. He has also served the City on the Planning and Zoning Board from 2010 2014, the Board of Adjustments and Appeals since 2022; and on many other boards throughout our community including the Cortez Fire Protection District, the RE1 School Board, the Housing Authority, to name a few. Orly worked hard for our community, he knew everyone by name, and was loved and admired by all. Funeral services for Orly will be held at 10 a.m. Friday March 21, 2025 at the Cortez Recreation Center gym. Interment will follow in Bayfield, Colorado.
  - CDOT has posted the new (reduced) speed limit signs, now 25 mph, on Main St. and Broadway, Hwy. 160/491, especially around the middle school. Please slow down and contribute to a safer Cortez.

### 11. CITY COUNCIL COMMITTEE REPORTS

- a. Mayor's Report on Workshop. Councilmember Dobry stated that Sam Light, Deputy Executive Director/General Counsel for CIRSA, presented an Elected Official Training. Also, in attendance at the workshop for the training included Planning and Zoning Commissioners and other advisory board members. The training included information on how Council and Board members can follow the appropriate laws and community standards for the offices which the elected and appointed members have been chosen to do. Councilmember Keefauver thanked the staff that planned the City staff party and Councilmember Randle asked when information will be discussed on the natural medicine regulations. Discussion on the regulations will be held at a future Council workshop.
- b. <u>Cortez Historic Preservation Board</u>. Councilmember Randle stated that the Cortez Historic Preservation Board meeting was held on March 5, 2025; however, she was not present for the meeting. She stated that on March 3, 2025, a letter was received from the State Historic Preservation Office that the grant to document and publicize the information on the Cortez Civilian Conservation Corp Camp that was located in Cortez has been delayed for award until April.
- c. <u>Parks</u>, <u>Recreation</u>, and <u>Forestry Advisory Board</u>. Councilmember Keefauver stated that the Parks, Recreation, and Forestry Advisory Board meeting was held on March 6, 2025, with approval of minutes and one person asking for clarification of some questions. The Recreation User Group sub committee gave a report, discussion was held on the Parks and Recreation Master Plan, and the new Committee Handbook was reviewed. Strategic planning was briefly discussed with more discussion to continue at future meetings.
- 12. OTHER ITEMS OF BUSINESS: None.
- 13. PUBLIC PARTICIPATION: None.
- 14. ADJOURNMENT: Councilmember Lewis moved that the regular meeting be adjourned at 9:10 p.m. Councilmember Keefauver seconded the motion, and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	absent	Yes	Yes
				Robert Do	bry, Counci	lmember
ATTEST:						
Linda L. Sr	nith, City Cl	lerk				



Kelly Koskie
Director of Finance
123 Roger Smith Ave
Cortez, CO. 81321
kkoskie@cortezco.gov

# Memorandum

To: CORTEZ CITY COUNCIL

From: SARA COFFEY, PAYROLL/SALES TAX ADMINISTRATOR

Date: 03/19/2025

RE: Approval of the Expenditure List for March 25, 2025

Attachments

Expenditure List

Department	Vendor Name	Description	Am	nount
City Council	PINNACOL ASSURANCE	WORKERS COMP INS	\$	76.02
		Total	\$	76.02
City Attorney	PINNACOL ASSURANCE	WORKERS COMP INS	\$	124.20
City Attorney	THINK COLF ISSUITATE	Total	\$	124.20
		Total	7	124.20
Human Resources	PINNACOL ASSURANCE	WORKERS COMP INS	\$	83.42
		Total	\$	83.42
Municipal Court	PINNACOL ASSURANCE	WORKERS COMP INS	\$	72.56
iviunicipal Court	NCSI	APPLICANT PROFILES	\$	18.50
	CHOICE BUILDING SUPPLY	FINANCE CHARGE		
	CHOICE BUILDING SUPPLY		\$	14.68
		Total	\$	105.74
City Manager	PINNACOL ASSURANCE	WORKERS COMP INS	\$	126.89
,		Total	\$	126.89
Finance	PINNACOL ASSURANCE	WORKERS COMP INS	\$	80.86
	POSTAL PROS, INC.	INVOICES	\$	508.37
		Total	\$	589.23
City Clerk	PINNACOL ASSURANCE	WORKERS COMP INS	\$	73.26
		Total	\$	73.26
Grant Admin	BECHTOLT ENGINEERING INC	Blanket PO - Safe Routes to School - Grant	\$	4,900.91
Grant Admin	BECITOET ENGINEERING INC	Total	\$	4,900.91
			<u>'</u>	,
Events	PINNACOL ASSURANCE	WORKERS COMP INS	\$	85.46
		Total	\$	85.46
			_	
Library	PINNACOL ASSURANCE	WORKERS COMP INS	\$	88.28
	CP ELECTRIC	Cortez Library lighting replacements - 120V 2x4 fix		4,530.00
	NCSI	APPLICANT PROFILES	\$	55.50
		Total	\$	4,673.78
General Services	PINNACOL ASSURANCE	WORKERS COMP INS	\$	75.55
General Services	THIN ICOL / ICOCI WITCH	Total	\$	75.55
			,	
Building Maint	PINNACOL ASSURANCE	WORKERS COMP INS	\$	181.19
		Total	\$	181.19
				10- 0-
City Hall Operations	ORKIN LLC	Blanket PO - Pest Control Services - City Hall	\$	185.00
	FP MAILING SOLUTIONS	POSTBASE	\$	110.85
	ATMOS ENERGY	GAS SERVICE	\$	756.45
	AMAZON CAPITAL SERVICES	Renown REN64516-CA Liner, 40 x 46"	\$	114.82

Department	Vendor Name	Description	Ar	nount
	AAAAZON CARITAL CERVICES	LID 20CV Block Towns	_	224 50
	AMAZON CAPITAL SERVICES	HP 206X Black Toner	\$	331.50
	AMAZON CAPITAL SERVICES	HP 206X Cyan Toner	\$	354.78
	AMAZON CAPITAL SERVICES	HP 206X Magenta Toner	\$	354.78
	AMAZON CAPITAL SERVICES	HP 206X Yellow Toner	\$	362.67
	IMAGENET CONSULTING LLC	COPIER	\$	178.70
	_	Total	\$	2,749.55
Welcome Center	PINNACOL ASSURANCE	WORKERS COMP INS	\$	70.27
	ATMOS ENERGY	GAS SERVICE	\$	140.45
	IMAGENET CONSULTING LLC	COPIER	\$	78.28
	AMAZON CAPITAL SERVICES	STAR 1 - Elevator Jamb Plate sign With Braille and		25.94
		Total	\$	314.94
Dalias Dagastas ant	DINNA COL ACCUDANCE	WORKERS COMPINIS	<u>,</u>	222.60
Police Department	PINNACOL ASSURANCE	WORKERS COMP INS	\$	222.60
	AT&T MOBILITY	PHONES	\$	1,405.41
	VERIZON WIRELESS	DEMO LAPTOP	\$	40.01
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$	185.00
	AXIS HEALTH SYSTEM	JAIL CONTRACT	\$	350.00
	TOP LINE INSTALLERS INC.	2024 Police Station Roof Repair	\$	5,766.85
	TOP LINE INSTALLERS INC.	2024 Police Station Roof Repair	_	109,570.15
	PINNACOL ASSURANCE	WORKERS COMP INS	\$	1,307.02
	REX ALLEN	LIFER JIU JITSU TRAINING	\$	800.00
	ROCKY MOUNTAIN GUN WORKS LLC	LE Patrol Rifle Instructor Course - Kurtiss Baumgar		750.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	5.50
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	11.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	11.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	11.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	11.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	11.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	11.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	11.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	16.50
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	16.50
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	16.50
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	16.50
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	22.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	22.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	22.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	22.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	22.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	22.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$	22.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING  UNIFORM CLEANING	\$	22.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING UNIFORM CLEANING	\$	33.00
			\$	
	GALL'S LLC	Shipping	Ş	8.99

Department	Vendor Name	Description	Amo	unt
	GALL'S LLC	Shipping	\$	30.99
	GALL'S LLC	511 Stryke Pant	\$	140.80
	GALL'S LLC	Fullbore 4.5 Danner dry boot	\$	193.16
	GALL'S LLC	Striker Bolt Side-Zip Boot	\$	248.36
	PIONEER PRINTING	Parking Violation Tickets	\$	262.00
	PINNACOL ASSURANCE	WORKERS COMP INS	\$	74.34
	PINNACOL ASSURANCE	WORKERS COMP INS	\$	552.14
	TRANSUNION RISK AND ALTERNATIVE		\$	75.00
	SIRCHIE ACQUISITION COMPANY	Scanning Elect. Miscroscopy Kit	\$	145.50
	ELEMENTS GRAPHIC STUDIO LLC	Tint window on Chevy Tahoe	\$	495.00
	MANE SHIPPING LLC	SHIPPING	\$	15.54
	MANE SHIPPING LLC	SHIPPING	\$	16.42
	ATMOS ENERGY	GAS SERVICE	\$	103.41
	ATMOS ENERGY	GAS SERVICE	\$	173.98
	IMAGENET CONSULTING LLC	COPIER	\$	11.59
	ADVANCE FIRE SYSTEMS, INC.	Inspection of fire system	\$	700.00
		Total	\$ 124	4,001.76
Animal Shelter	PINNACOL ASSURANCE	WORKERS COMP INS	\$	122.13
	FOUR CORNERS M.A.S.H., LLC	SPAY	\$	100.00
	FOUR CORNERS M.A.S.H., LLC	SPAYS	\$	220.00
	ORKIN LLC	PEST CONTROL SERVICES	\$	132.00
	SONNY'S APPLIANCE REPAIR & SALES	DRYER REPAIR	\$	100.00
		Total	\$	674.13
Public Works	PINNACOL ASSURANCE	WORKERS COMP INS	\$	204.90
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$	45.00
	NCSI	APPLICANT PROFILES	\$	18.50
	AMAZON CAPITAL SERVICES	Virginia Tech Sweatshirt - Large - Brian P	\$	48.94
	BIG R/JOHN DEERE FINANCIAL	CLOTHES	\$	213.45
	INTERMOUNTAIN FARMERS ASSOC.	CLOTHES	\$	27.50
	PINNACOL ASSURANCE	WORKERS COMP INS	\$	551.32
	PINNACOL ASSURANCE	WORKERS COMP INS	\$	293.79
		Total	\$ :	1,403.40
Parks & Recreation	PINNACOL ASSURANCE	WORKERS COMP INS	\$	248.60
	NCSI	APPLICANT PROFILES	\$	18.50
		Total	\$	267.10
Outdoor Pool	PINNACOL ASSURANCE	WORKERS COMP INS	\$	101.63
טענעטטו דטטו	FINIVACUL ASSURANCE	Total	\$	101.63
		Total	) <del>)</del>	101.03
Golf Course Maint	PINNACOL ASSURANCE	WORKERS COMP INS	\$	158.31
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$	65.00
		Total	\$	223.31

Department	Vendor Name	Description	Amount	
	_			
Parks	PINNACOL ASSURANCE	WORKERS COMP INS	\$	341.98
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$	135.00
	BRAVO CLEANING & RESTORATION	CITY PARK TRASH REMOVAL	\$	1,044.00
	ATMOS ENERGY	GAS SERVICE	\$	116.11
	BELT SALVAGE	PIPE	\$	758.10
		Total	\$	2,395.19
				· · · · · · · · · · · · · · · · · · ·
Recreation	PINNACOL ASSURANCE	WORKERS COMP INS	\$	120.81
	NCSI	APPLICANT PROFILES	\$	37.00
		Total	\$	157.81
Planning & Building	PINNACOL ASSURANCE	WORKERS COMP INS	\$	202.94
	LISA BLOOMQUIST	Blanket PO - Lisa Bloomquist Consulting Services 2	\$	5,250.00
	POSTAL PROS, INC.	LAND USE CODE INSERT	\$	238.66
		Total	\$	5,691.60
Shop	PINNACOL ASSURANCE	WORKERS COMP INS	\$	293.28
	AMAZON CAPITAL SERVICES	Fresh Cab FC6 Botanical Rodent Repellent	\$	57.99
	CORTEZ GLASS CO.	Chip Repair - Invoice 5202424	\$	45.00
	ROBERTS TRUCK CENTER	RETURN	\$	(86.40)
	ROBERTS TRUCK CENTER	815N/3525665C2 - Bushing Spg Pin Rubber	\$	84.16
	ROBERTS TRUCK CENTER	815C/4384138 - Sensor, DFN Pressure	\$	185.17
	TRU WEST CDJR	68499252AA - Wiring 42 WA SPORD	\$	239.25
	TRU WEST CDJR	68499254AA - Wiring 42 WA SPORD	\$	243.00
	DONA THOMPSON	REIMB PETTY CASH - JIMMY'S OUTBACK - STEEL T	\$	10.00
	BRENNAN OIL INC	INTEREST CHARGE	\$	39.32
		Total	\$	1,110.77
Tachaalaa	DININIA COL ACCUDANCE	WORKERS COMP INS	۲	76.05
Technology	PINNACOL ASSURANCE		\$	76.95
	AMAZON CAPITAL SERVICES	FelixKing Office Chair - Breathable Mesh	\$	110.91
		Total	\$	187.86
Ctroots	DININACOL ASSUDANCE	WORKERS COMP INS	۲	70.27
Streets	PINNACOL ASSURANCE	Total	\$	70.27
		Total	Ş	70.27
Airport	PINNACOL ASSURANCE	WORKERS COMP INS	\$	148.99
•		Total	\$	148.99
Dispatch	PINNACOL ASSURANCE	WORKERS COMP INS	\$	99.17
		Total	\$	99.17
Rec Center	PINNACOL ASSURANCE	WORKERS COMP INS	\$	228.20
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$	45.00
	VERMONT SYSTEMS, INC	Shipping	\$	62.82

Department	Vendor Name	Description		Amount	
	VERMONT SYSTEMS, INC	Payment Card Readers - Ingenico Link 2500 Comp	ς .	490.00	
	VERMONT SYSTEMS, INC	Signature Capture Pads - Topaz, TL462 SingleLine	\$	1,275.00	
	VERMONT SYSTEMS, INC	Payment Card Readers - Ingenico Lane 3600 Credi		1,584.00	
	VERWORT STSTEIVIS, INC	Total	\$	3,685.02	
		Total	ې	3,063.02	
Water	PINNACOL ASSURANCE	WORKERS COMP INS	\$	70.27	
	POSTAL PROS, INC.	POSTAGE	\$	772.57	
	D & L CONSTRUCTION	REIMB WATER DOCK CARDS	\$	315.40	
	PINNACOL ASSURANCE	WORKERS COMP INS	\$	226.14	
	VERIZON WIRELESS	CRADLE PORTS	\$	160.10	
	CHOICE BUILDING SUPPLY	TUBE CUTTER	\$	33.98	
	PINNACOL ASSURANCE	WORKERS COMP INS	\$	259.92	
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$	130.00	
	GERALD G. HUDDLESTON	Surveying Services - Field Survey - 2 Hours	\$	300.00	
	GERALD G. HUDDLESTON	Office/Drafting/Calculations	\$	525.00	
	CORE AND MAIN	10326620HL - Rhino Standard Legend Decal for 3-	\$	114.39	
	STOTZ EQUIPMENT	TS 410 STIHL CUTQUIK SAW	\$	1,291.00	
	AUTOZONE	ATR FUSE TAP Bussman Fuse Tap	\$	8.90	
	SUPERIOR AUTO	YSP BT32-10 Wiring Lug - RETURN	\$	(5.22)	
	SUPERIOR AUTO	YSP BT379-10 Butt Terminal	\$	3.34	
	SUPERIOR AUTO	LTG 84-9430X 4ga 3/8 stud	\$	3.48	
	SUPERIOR AUTO	LTG 84-9516X 4 Gauge 5/16 Lug	\$	5.76	
	SUPERIOR AUTO	LTG 84-4002 6 PCS 1/2 Shrink Tub	\$	9.44	
	SUPERIOR AUTO	YSP BT31-10 Wiring Lug	\$	12.18	
	SUPERIOR AUTO	CBA 45176 Battery Box	\$	14.18	
	SUPERIOR AUTO	YNP SBC2112 Relay	\$	47.37	
	SUPERIOR AUTO	BEP 31HDS30 12V Commer Battery	\$	146.25	
	CHOICE BUILDING SUPPLY	PVC ELBOW	\$	9.56	
	SERCO FENCING INCE	Supply Materials and Labor to Install - 14ft. Cantile		15,900.00	
	MOUNTAINLAND SUPPLY COMPANY	HSQV LT 6005 967854505 11 Tamping Rammer H	\$	3,782.80	
		Total	\$	24,136.81	
Defere	DOCTAL DROC INC	DOSTACE	4	772.57	
Refuse	POSTAL PROS, INC.	POSTAGE	\$	772.57	
	PINNACOL ASSURANCE	WORKERS COMP INS	\$	1,176.49	
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$	145.00	
	ALSCO (AMERICAN INDUSTRIAL)	Name Patch	\$	10.50	
	ALSCO (AMERICAN INDUSTRIAL)	Company Patch	\$	10.50	
	ALSCO (AMERICAN INDUSTRIAL)	Prep Charge	\$	10.50	
	ALSCO (AMERICAN INDUSTRIAL)	SS Work Shirt XL Gerry	\$	82.47	
	ALSCO (AMERICAN INDUSTRIAL)	LS Work Shirt XL Gerry	\$	123.96	
	PINNACOL ASSURANCE	WORKERS COMP INS	\$	254.85	
		Total	\$	2,586.84	
Total			\$	181,101.80	

Department	Vendor Name	Description	Amount	
	21011122 01112 1 1111 0 2 2 10 2	1.50.1.050.11050	_	
Municipal Court	RICHARD SIMS LAW OFFICE	LEGAL SERVICES	\$	70.00
	COLORADO MUNICIPAL JUDGES	MEMBERSHIP DUES	\$	60.00
	COMMUNICATIONS TECHNOLOGIES IN		\$	127.30
		Test piece for NILECJ-STD-601.00 Level 2 Base	\$	200.00
		Ceia - Training for Operations of Metal Detector	\$	3,000.00
	COMMUNICATIONS TECHNOLOGIES IN		\$	6,648.50
		Total	\$	10,105.80
City Manager	AMAZON CAPITAL SERVICES	Smart Brevity: The Power of Saying More with Le	\$	17.61
		Total	\$	17.61
Grant Admin	CODE-4 COUNSELING	Counseling services - February POMH Grant	\$	1,265.00
	COLORADO ASSOC OF CHIEFS OF POLIC	Registration fee for Angelo Martinez and Rogelio	\$	495.00
	COLORADO ASSOC OF CHIEFS OF POLIC	Registration fee for Angelo Martinez and Rogelio	\$	495.00
	DAVE GUY,P.D. CHAPLIN	Counseling services for February - POMH Grant	\$	2,900.00
		Total	\$	5,155.00
Library	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	1,121.40
	ATMOS ENERGY	GAS SERVICE	\$	573.33
	WESTERN PAPER DISTRIBUTORS	BSCA-HB9201 Stand Kitchen Roll Towel - LB	\$	57.76
		Total	\$	1,752.49
General Services	REDFIN JANITORIAL LLC	JANITORIAL SERVICE	\$	1,693.33
	PITNEY BOWES GLOBAL FINANCIAL SEI		\$	200.37
		Total	\$	1,893.70
				,
City Hall Operations	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	518.99
·	WESTERN PAPER DISTRIBUTORS	BSCA-HB9201 Stand Kitchen Roll Towel - CH	\$	57.76
		Total	\$	576.75
				1 222 22
Welcome Center	REDFIN JANITORIAL LLC	JANITORIAL SERVICE	\$	1,283.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	324.14
	WESTERN PAPER DISTRIBUTORS	BSCA-HB9201 Stand Kitchen Roll Towel - WC	\$	57.76
		Total	\$	1,664.90
Police Department	AMAZON CAPITAL SERVICES	TimeMist Premium Metered Air Freshener Refills	\$	72.11
,	MONTEZUMA COUNTY LANDFILL	POLICE/ANIMALS	\$	173.25
	GALL'S LLC	511 Boots	\$	160.19
	DOUGLAS COUNTY SHERIFF'S OFFICE	2025 SOTAR System User Fee	\$	1,500.00
	MOTOROLA SOLUTIONS INC	APX4500 Enhanced 7/800 MHZ Mobile - Contrac		27,151.14
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	3,524.58
	WESTERN PAPER DISTRIBUTORS	BSCA-HB9201 Stand Kitchen Roll Towel - PD	\$	57.76
		Total	\$	32,639.03
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	CASTRATIONS	\$	358.00

Department	Vendor Name	Description	Ar	nount
			_	
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	44.63
		Total	\$	402.63
Public Works	MONTEZUMA COUNTY LANDFILL	MATTRESS	\$	323.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	11,872.66
		Total	\$	12,195.66
Outdoor Pool	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	697.53
Outdoor Poor	EIVIFIRE ELECTRIC ASSOCIATION	Total	\$	697.53
		Total	۶	097.53
Golf Course Maint	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	387.79
	ATMOS ENERGY	GAS SERVICE	\$	84.69
		Total	\$	472.48
Parks	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	1,918.92
		Total	\$	1,918.92
Cl	CONCERVANCY OF CONTRAIN	District DO II help the Dood of the Floridation	_	1 110 00
Shop	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Products for Fleet Maint		1,419.00
	AMAZON CAPITAL SERVICES	Motor Brushes Suitable for Angle Grinder power		13.98
	AMAZON CAPITAL SERVICES	Vanair 262715, Element, Separator Spin-On	\$	200.74
	FOUR CORNERS WELDING & GAS SUPP	·	\$	20.36
	FOUR CORNERS WELDING & GAS SUPP		\$	27.12
	FOUR CORNERS WELDING & GAS SUPP		\$	92.95
	KIMBALL - MIDWEST	8720475 - CF 4.5x7/8 60G T29 5PK	\$	138.90
	ROBERTS TRUCK CENTER	Gasket Connection 815C/4932615	\$	3.68
	ROBERTS TRUCK CENTER	Gasket, TXH Gas RCN Valve 815C/5253019	\$	12.47
	ROBERTS TRUCK CENTER	Labor - Battery Diagnostics Testing	\$	441.59
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	_	4.13
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		9.28
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	_	10.53
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		15.90
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		16.39
	SUPERIOR AUTO SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		17.64
		Blanket PO - Parts/Supplies for Fleet Maintenance		19.36
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	_	20.22
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		21.77
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		26.81
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		33.02
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		43.67
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		44.44
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		58.78
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	_	61.92
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		106.63
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance		150.34
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	Ş	161.97

Department	Vendor Name	Description	Ar	nount
			L	
	BRENNAN OIL INC	86E10 UL for Service Center	\$	4,134.76
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	4,178.23
	ATMOS ENERGY	GAS SERVICE	\$	1,031.73
	FASTENAL COMPANY	Blanket PO - Batteries, 1st Aid Supplies	\$	55.94
	WESTERN PAPER DISTRIBUTORS	BSCA-HB9201 Stand Kitchen Roll Towel - SC	\$	173.28
		Total	\$	12,767.53
Technology	CENTURYLINK	DID	\$	2.39
		Total	\$	2.39
			_	
Airport	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	804.14
	CHOICE BUILDING SUPPLY	DOOR	\$	565.57
	MOUNTAIN DOG MARKETING INC	Invoice # 476	\$	1,400.00
	VENTURE SERVICES LLC	Independent Fee Estimate - Apron Expansion CPS	-	2,200.00
	VENTURE SERVICES LLC	Independent Fee Estimate - Runway 3-21 Rehab	\$	2,300.00
		Total	\$	7,269.71
				,
Rec Center	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	7,940.11
	SYMMETRY ENERGY SOLUTIONS LLC	GAS SERVICE	\$	3,782.20
		Total	\$	11,722.31
				<u> </u>
Water	AMAZON CAPITAL SERVICES	HP 206A Black Toner	\$	73.89
	AMAZON CAPITAL SERVICES	HP 206A Yellow, Magenta, and Cyan Toner	\$	266.67
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$	2,814.62
	ATMOS ENERGY	GAS SERVICE	\$	1,124.97
	USA BLUEBOOK	47878 - Sulfuric Acid 1.6N Cart	\$	49.97
	COMFORT AIR MECHANICAL	Capacitor Repair/Replacement	\$	229.80
	USA BLUEBOOK	73114 - Hayward Sodium Hypocholorite	\$	124.95
	USA BLUEBOOK	73114 - Hayward Sodium Hypocholorite	\$	267.27
	AT&T MOBILITY	IPADS	\$	333.51
	MOUNTAINLAND SUPPLY COMPANY	14686 - Ford Insert-52 1 CTS SS Insert for PE Pipe	-	30.94
	MOUNTAINLAND SUPPLY COMPANY	425997 - Ford C84-44-Q-NL 1 MIPxCTS Adapter	\$	155.41
	AMAZON CAPITAL SERVICES	Liftmaster 811LM Single Button Remote Control	_	61.77
	COBLACO SERVICES INC	Blanket PO - Clarifier Rehabilitation Project (cont		39,223.27
	WATER INFORMATION PROGRAM	2025 Partner Contribution to Water Information		1,000.00
		Total	\$	45,757.04
CCN Fund	MAMMOTH NETWORKS	Blanket PO - D1A, CRTZ2018-001R 2Gbps commi		1,695.00
	VISIONARY COMMUNICATIONS, INC.	Blanket PO - Tower rental, Business wireless inte	\$	1,980.32
		Total	\$	3,675.32
Refuse	MONTEZUMA COUNTY LANDFILL	RECYCLE CREDIT	\$	(199.70)
	MONTEZUMA COUNTY LANDFILL	Blanket PO - Landfill Charges	\$	29,534.33
	AMAZON CAPITAL SERVICES	Ariat Men's Rebar M4 Low Rise DuraStretch Wor	\$	69.95
	AMAZON CAPITAL SERVICES	ARIAT Men's Rebar M4 Low Rise DuraStretch Wo	\$	139.90

Department	Vendor Name	r Name Description		
	AMAZON CAPITAL SERVICES	Carharts Waterproof Composite Toe Size 8	\$ 189.99	
		Total	\$ 29,734.47	
Total			\$ 180,421.27	



Linda Smith
City Clerk
123 Roger Smith Avenue
Cortez, CO. 81321
lsmith@cortezco.gov

# Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: March 12, 2025

RE: Approval of a Change in Corporation Structure for a Hotel and Restaurant Liquor

License for El Campestre Mexican Restaurant LLC, located at 1430 East Main Street,

Unit 6, Cortez.

# Attachments

Change in Corporation Structure for El Campestre



March 12, 2025

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: CHANGE IN CORPORATION STRUCTURE FOR A HOTEL AND

RESTAURANT LIQUOR LICENSE FOR EL CAMPESTRE MEXICAN RESTAURANT LLC, LOCATED AT 1430 EAST MAIN STREET, UNIT 6,

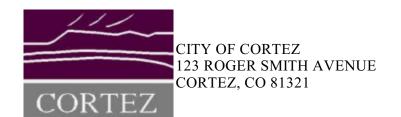
**CORTEZ** 

# **BACKGROUND**

The Change in Corporation Structure form has been completed and filed with the City Clerk on February 27, 2024. Current member Alejandro Ceballos is transferring 50% ownership to new member Carlos Rodriquez. Fingerprints and an Individual History Record has been completed for Mr. Rodriquez. All fees have been paid in full.

# RECOMMENDATION

Staff recommends approval of a Change in Corporate Structure for a Hotel and Restaurant Liquor License for El Campestre Mexican Restaurant LLC, located at 1430 East Main Street, Unit 6, Cortez.



Linda Smith
City Clerk
123 Roger Smith Avenue
Cortez, CO. 81321
lsmith@cortezco.gov

# Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

**Date:** March 12, 2025

RE: Approval of a renewal application for a Fermented Malt Beverage and Wine Liquor

License from Esmeralda's Ranchito Mexico Store, located at 2501 East Main Street,

Cortez.

# Attachments

Esmeralda's Ranchito Mexican Store Renewal



# April 12, 2025

MEMO TO: Honorable Mayor and /City Council

FROM: Linda L. Smith, City Clerk

SUBJECT: RENEWAL OF A FERMENTED MALT BEVERAGE AND WINE LIQUOR LICENSE

FROM ESMERALDA'S RANCHITO MEXICAN STORE, LOCATED AT 2501 EAST

MAIN STREET, CORTEZ

# **BACKGROUND**

The application referred to above was filed in the City Clerk's office on March 5, 2025. The application appears to be complete and all fees were paid.

# **ISSUES**

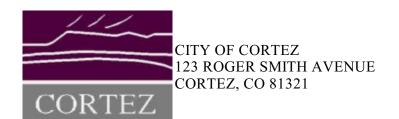
The fire inspection report states that no adverse fire conditions were found.

The police report shows no violations to the liquor code over the past twelve months.

The sales tax account is current.

# **RECOMMENDATION**

Staff recommends approval of renewal Fermented Malt Beverage and Wine Liquor License for Esmeralda's Ranchito Mexican Store located at 2501 East Main Street, Cortez, CO.



Linda Smith
City Clerk
123 Roger Smith Avenue
Cortez, CO. 81321
lsmith@cortezco.gov

# Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

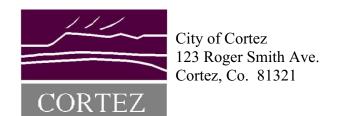
**Date:** March 6, 2025

RE: Approval of a renewal application for a Retail Marijuana Store License for Durango

Organics, LLP, DBA DO Cortez, located at 1013 East Main Street, Cortez.

# Attachments

Renewal License for Durango Organics, LLP



Linda Smith
City Clerk
123 Roger Smith Ave.
Cortez, CO 81321
lsmith@cortezco.gov

# Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

**Date:** March 6, 2025

RE: Renewal Application for a Retail Marijuana Store License for Durango Organics, LLP,

DBA DO Cortez, located at 1013 East Main Street, Cortez

### **BACKGROUND**

The renewal application for a Retail Marijuana Store License for Durango Organics, LLP, DBA DO Cortez, located at 1013 East Main Street, Cortez, was received in the City Clerk's office on March 3, 2025. The application appears to be complete and all fees were paid.

# **DISCUSSION**

The fire inspection report shows there were no violations to the Fire Code.

The sales tax account is current.

The police report shows they are in compliance with the Marijuana Licensing Code.

### RECOMMENDATION

Staff recommends that Council approve the renewal application for a Retail Marijuana Store License for Durango Organics, LLP, DBA DO Cortez, located at 1013 East Main Street, Cortez.



Linda Smith
City Clerk
123 Roger Smith Avenue
Cortez, CO. 81321
lsmith@cortezco.gov

# Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

**Date:** March 7, 2025

RE: Approval of four Special Event Permits for Cortez Retail Enhancement Association to

host the Third Thursday events on June 19, July 17, August 21, and September 18, 2025. The Third Thursday events are held in Montezuma Park at the corner of Market

Street and Montezuma Avenue, Cortez.

Attachments

Special Events for CREA



March 7, 2025

MEMO TO: Honorable Mayor and City Council

FROM: Linda L. Smith, City Clerk

SUBJECT: APPLICATION FOR FOUR SPECIAL EVENT PERMITS FOR CORTEZ RETAIL

ENHANCEMENT ASSOCIATION

# **BACKGROUND**

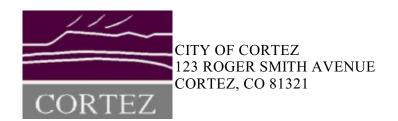
The application referred to above was filed with the City Clerk's office on March 6, 2025. The application appears to be complete, the fees have been paid, and the public notice sign has been posted on the premises. The Special Event Permits would allow Cortez Retail Enhancement Association (CREA) to host the Third Thursday events on June 19, July 17, August 21, and September 18, 2025. The Third Thursday events are held in Montezuma Park at the corner of Market Street and Montezuma Avenue, Cortez.

# **ISSUES**

Non-profit organizations are allowed fifteen Special Event Permits per year. This application is the first four events for 2025.

# RECOMMENDATION

Staff recommends approval of four Special Event Permits to allow Cortez Retail Enhancement Association (CREA) to host the Third Thursday events on June 19, July 17, August 21, and September 18, 2025. The Third Thursday events are held in Montezuma Park at the corner of Market Street and Montezuma Avenue, Cortez.



March 25, 2025 Agenda Item: 4. a.

MEMO TO: Honorable Mayor and City Council

FROM: KELLY KOSKIE, DIRECTOR OF FINANCE

SUBJECT: Financial Statements Presented by City Manager Drew Sanders

### **BACKGROUND**

# December 2024:

Overall the City of Cortez fared well financially throughout 2024. Total Net Revenue over Expenses was \$2.5 million, which is a 56% increase from 2023, where overall Net Revenue over Expenses was \$1.4 million at year end.

# January 2025:

With January being the beginning of our fiscal year, there have been no significant events to date.

### Attachments

2024 December Financials 2025 January Financials

# CITY OF CORTEZ REVENUES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

# GENERAL FUND

		PERIOD ACTUAL	PERIOD ACTUAL YTD ACTUAL BUDGET		UNEARNED	PCNT
	TAXES					
001-0000-311-10-01	PROPERTY TAXES	.00	158,666.42	316,630.00	157,963.58	50.1
001-0000-311-10-03	INTEREST	.00	1,215.55	.00	( 1,215.55)	.0
001-0000-311-11-00	S.O. MOTOR VEHICLE	.00	36,256.27	.00	( 36,256.27)	.0
001-0000-311-12-01	SALES TAX	.00	10,355,214.29	10,295,671.00	( 59,543.29)	100.6
001-0000-311-12-03	BUILDING PERMIT USE TAX	.00	107,675.38	106,418.00	( 1,257.38)	101.2
001-0000-311-13-00	CIGARETTE	.00	21,002.81	21,172.00	169.19	99.2
	TOTAL TAXES	.00	10,680,030.72	10,739,891.00	59,860.28	99.4
	FRANCHISE TAXES					
001-0000-312-10-00	CABLE TV	.00	11,485.14	13,500.00	2,014.86	85.1
001-0000-312-11-00	EMPIRE ELECTRIC	.00	500,603.94	480,540.00	( 20,063.94)	104.2
001-0000-312-12-00	ATMOS ENERGY	.00	189,240.11	150,467.00	( 38,773.11)	125.8
001-0000-312-13-00	QWEST	.00	12,000.00	12,000.00	.00	100.0
	TOTAL FRANCHISE TAXES	.00	713,329.19	656,507.00	( 56,822.19)	108.7
	PERMITS					
001-0000-321-10-00	LIQOUR OCCUPATION	.00	11,650.00	14,340.00	2,690.00	81.2
001-0000-321-11-00	SALES/LODGERS TAX PERMIT	.00	1,660.00	1,900.00	240.00	87.4
001-0000-321-12-00	BILLBOARD SIGNS	.00	1,207.50	1,875.00	667.50	64.4
001-0000-321-13-00	BUILDING	.00	169,979.91	145,820.00	( 24,159.91)	116.6
001-0000-321-14-00	MISC PUBLIC WORK PERMITS	.00	130.00	1,410.00	1,280.00	9.2
001-0000-321-14-01	MISC BUS, LIC & PERMITS	.00	5,048.75	1,800.00	( 3,248.75)	280.5
001-0000-321-14-02	P.W. MAPS/PUBLICATIONS	.00	6,400.00	5,200.00	( 1,200.00)	123.1
001-0000-321-15-00	RIGHT OF WAY CONSTR	.00	11,740.00	5,926.00	( 5,814.00)	198.1
	TOTAL PERMITS	.00	207,816.16	178,271.00	( 29,545.16)	116.6
	LICENSES					
001-0000-322-10-00	LIQOUR	.00	26,745.75	61,118.00	34,372.25	43.8
001-0000-322-11-00	GAS/PLUMBER	.00	745.00	300.00	( 445.00)	248.3
001-0000-322-12-00	DOG/CAT LICENSES	.00	2,075.00	2,890.00	815.00	71.8
001-0000-322-13-00	MISC BUSINESS LICENSES	.00	325.00	250.00	( 75.00)	130.0
	TOTAL LICENSES	.00	29,890.75	64,558.00	34,667.25	46.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	STATE/COLO					
001-0000-332-10-00	HIGHWAY USER TAX	.00	332,611.09	294,558.00	( 38,053.09)	112.9
001-0000-332-11-00	STATE OF CO SNOW REMOVAL REIMB	.00	5,010.66	12,000.00	6,989.34	41.8
001-0000-332-12-00	LOCAL GOVT SEVERANCE TAX	.00	93,942.34	144,444.00	50,501.66	65.0
001-0000-332-12-01	GENERAL FUND CAPITAL OUTLAY	.00	.00	669,000.00	669,000.00	.0
001-0000-332-13-00	MINERAL LEASING TAX	.00	495,512.67	458,321.00	( 37,191.67)	108.1
001-0000-332-20-00	STATE MARIJUANA TAX	.00	151,105.44	159,305.00	8,199.56	94.9
	TOTAL STATE/COLO	.00	1,078,182.20	1,737,628.00	659,445.80	62.1
	COUNTY					
001-0000-333-10-00	LIBRARY AID	.00	5,000.00	.00	( 5,000.00)	.0
001-0000-333-11-00	ROAD AND BRIDGE	.00	132,629.18	143,267.00	10,637.82	92.6
001-0000-333-23-00	KENNEL SERVICES	.00	27,500.00	27,500.00	.00	100.0
	TOTAL COUNTY	.00	165,129.18	170,767.00	5,637.82	96.7
	SCHOOL DISTRICT RE-1					
001-0000-334-10-00	SCHOOL RESOURCE OFFICER	.00	7,253.60	23,000.00	15,746.40	31.5
	TOTAL SCHOOL DISTRICT RE-1		7,253.60	23,000.00	15,746.40	31.5
	SERVICES					
001-0000-341-11-00	OUTDOOR POOL CONCESSIONS	.00	11,890.60	10,010.00	( 1,880.60)	118.8
001-0000-341-21-00	RECREATION PROGRAMS	.00	17,541.50	5,736.00	( 11,805.50)	305.8
	TOTAL SERVICES		29,432.10	15,746.00	( 13,686.10)	186.9
	FEES					
001-0000-342-02-00	KENNEL ADOPTION FEES	.00	2,665.00	3,880.00	1,215.00	68.7
001-0000-342-04-00	SPAY/NEUTER PROGRAM	.00	21,935.00	24,025.00	2,090.00	91.3
001-0000-342-06-00	RABIES DEPOSIT	.00	1,360.00	750.00	( 610.00)	181.3
001-0000-342-10-00	ANNUAL IMPOUND FEES	.00	10,185.00	11,940.00	1,755.00	85.3
	TOTAL FEES	.00	36,145.00	40,595.00	4,450.00	89.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
001-0000-343-10-01	GREEN FEES	.00	260,672.13	204,107.00	( 56,565.13)	127.7
001-0000-343-10-02	PASSES/TICKETS	.00	250,299.01	191,522.00	( 58,777.01)	
001-0000-343-10-08	GOLF CART REVENUE	.00	53,257.50	51,654.00	( 1,603.50)	
	TOTAL FEES	.00	564,228.64	447,283.00	( 116,945.64)	126.2
	FEES					
001-0000-344-10-00	POOL	.00	60,610.88	56,520.00	( 4,090.88)	107.2
001-0000-344-10-01	SWIMMING POOL-MONTEZUMA	.00	( 100.00)	.00	100.00	.0
001-0000-344-10-03	PLAYGROUND DAYS	.00	46,749.50	55,000.00	8,250.50	85.0
001-0000-344-11-00	RECREATION ACTIVITIES	.00	450.00	.00	( 450.00)	.0
001-0000-344-11-02	BASKETBALL	.00	4,560.00	2,720.00	( 1,840.00)	
001-0000-344-12-01	SOFTBALL	.00	3,750.00	4,075.00	325.00	92.0
001-0000-344-13-01	VOLLEYBALL	.00	7,346.00	1,745.00	( 5,601.00)	
001-0000-344-20-00	VEHICLE INSPECTION FEES	.00	420.00	760.00	340.00	55.3
	TOTAL FEES	.00	123,786.38	120,820.00	( 2,966.38)	102.5
	CHARGES					
001-0000-347-17-01	PARK RENTAL FEES	.00	7,510.00	7,320.00	( 190.00)	102.6
001-0000-347-18-00	CHIPPER/MULCHER	.00	905.00	720.00	( 185.00)	125.7
	TOTAL CHARGES	.00	8,415.00	8,040.00	( 375.00)	104.7
	FINES					
001-0000-351-10-00	MUNICIPAL COURT FINES	.00	55,923.06	39,920.00	( 16,003.06)	140.1
001-0000-351-10-01	DUI/SEAT BELT - COUNTY	.00	7,847.89	3,314.00	( 4,533.89)	236.8
001-0000-351-10-02	OVERTIME PARKING	.00	2,380.00	2,214.00	( 166.00)	107.5
001-0000-351-10-03	D.A.R.E. FINES	.00	790.00	.00	( 790.00)	.0
	TOTAL FINES	.00	66,940.95	45,448.00	( 21,492.95)	147.3
	FINES					
001-0000-352-11-00	LIBRARY	.00	537.57	.00	( 537.57)	0.
	TOTAL FINES			00	( 527 57)	
	IOTAL I'IIVES	.00	537.57	.00	( 537.57)	.0

INTEREST	321,005.78) 974.11) 6,815.63 2,022.56	491.9 111.6
001-0000-361-10-15 PINON PROJECT - INTEREST REPAY .00 9,408.11 8,434.00 (	974.11) 6,815.63	111.6
001-0000-361-10-15 PINON PROJECT - INTEREST REPAY .00 9,408.11 8,434.00 (	974.11) 6,815.63	
004 0000 004 40 40 DINION DDO JECT DDINIODAL DAV		
001-0000-361-10-16 PINON PROJECT - PRINCIPAL PAY .00 5,184.37 12,000.00	2,022.56	43.2
001-0000-361-20-03 CHANGE IN MARKET VALUE .00 16,928.44 18,951.00		89.3
TOTAL INTEREST .00 434,441.70 121,300.00 (	313,141.70)	358.2
REVENUE		
001-0000-362-14-00 RODEO DRIVE MAINTENANCE .00 20,964.38 6,826.00 (	14,138.38)	307.1
001-0000-362-18-00 WATER FUND LOAN REPAY .00 339,020.62 339,020.00 (	.62)	100.0
001-0000-362-19-00 HYDRO FUND LOAN REPAY .00 53,395.86 53,395.00 (	.86)	100.0
TOTAL REVENUE .00 413,380.86 399,241.00 (	14,139.86)	103.5
CASH		
001-0000-365-10-00 OVERAGE/SHORTAGE	81.87)	.0
TOTAL CASH .00 81.87 .00 (	81.87)	.0
GIFTS/DONATIONS		
001-0000-366-14-00 VALE GRANT P.,D. TRAINING .00 .00 7,200.00	7,200.00	.0
001-0000-366-17-00 TREE DONATIONS .00 500.00 .00 (	500.00)	.0
001-0000-366-19-00 LIBRARY DONATIONS .00 6,972.50 2,000.00 (	4,972.50)	348.6
001-0000-366-20-00 KENNEL DONATIONS .00 5,000.00 7,500.00	2,500.00	66.7
001-0000-366-21-00 PARKS & RECREATION DONATIONS .00 1,400.00 .00 (	1,400.00)	.0
001-0000-366-24-00 FRIENDS OF THE LIBRARY .00 2,489.50 1,050.00 (	1,439.50)	237.1
TOTAL GIFTS/DONATIONS .00 16,362.00 17,750.00	1,388.00	92.2
REVENUE		
001-0000-367-15-00 EVIDENCE REVENUE .00 779.71 42,620.00	41,840.29	1.8
001-0000-367-16-00 MISCELLANEOUS SALES & FEE .00 352,574.00 11,912.00 (	340,662.00)	2959.8
001-0000-367-16-03 WELCOME CENTER RENTS .00 11,724.60 14,655.00	2,930.40	80.0
001-0000-367-16-04 WELCOME CENTER UTILITIES .00 27,288.84 .00 (	27,288.84)	.0
001-0000-367-16-14 INSURANCE CLAIM REIMB .00 62,403.78 .00 (	62,403.78)	.0
001-0000-367-18-01 SURPLUS AUCTION .00 51,560.74 .00 (	51,560.74)	.0
001-0000-367-19-00 SALE OF LAND .00 .00 230,000.00	230,000.00	
TOTAL REVENUE .00 506,331.67 299,187.00 (	207,144.67)	169.2

		PERIOD ACTUAL	YTD ACTUAL BUDGET		UNEARNED	PCNT
	GRANTS					
001-0000-368-01-01	AMERICAN RESCUE PLAN	.00	.00	259,450.00	259,450.00	.0
001-0000-368-01-02	COLORADO HISTORICAL SOC	.00	.00	15,440.00	15,440.00	.0
001-0000-368-04-00	POLICE GRANTS	.00	269,016.20	25,000.00	( 244,016.20	1076.1
001-0000-368-04-01	POLICE GRANT OT DUI & SEATBELT	.00	.00	16,800.00	16,800.00	.0
001-0000-368-11-00	VICTIM ASSISTANCE GRANT	.00	.00	62,338.00	62,338.00	.0
001-0000-368-20-00	STATE GRANTS	.00	195,613.28	.00	( 195,613.28	.0
001-0000-368-21-00	FEDERAL GRANTS	.00	24,333.07	.00	( 24,333.07	.0
001-0000-368-44-00	GRANTS-LIBRARY	.00	5,500.00	8,500.00	3,000.00	64.7
001-0000-368-59-06	PLANNING GRANT	.00	28,256.75	254,000.00	225,743.25	11.1
	TOTAL GRANTS	.00	522,719.30	641,528.00	118,808.70	81.5
	INTERNAL SERVICE CHGS					
001-0000-371-11-00	LODGERS TAX FUND	.00	.00	46,226.00	46,226.00	.0
	TOTAL INTERNAL SERVICE CHGS	.00	.00	46,226.00	46,226.00	.0
	TOTAL FUND REVENUE	.00	15,604,434.84	15,773,786.00	169,351.16	98.9

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	UNEXF	PENDED	PCNT
	GENERAL GOVERNMENT							
	<u> </u>							
	CITY COUNCIL							
001-4010-400-10-01	REGULAR WAGES	.00		33,775.00	47,250.00		13,475.00	71.5
001-4010-400-10-05	ACCRUED PAYROLL	.00	(	1,450.00)	.00		1,450.00	.0
001-4010-400-20-01	FICA/MEDICARE	.00		2,597.55	2,900.00		302.45	89.6
001-4010-400-21-06	WORKMENS COMPENSATION	.00		3,113.11	113.00	(	3,000.11)	2755.0
001-4010-400-30-19	INSURANCE & BONDS	.00		6,225.37	6,128.00	(	97.37)	101.6
001-4010-400-30-20	FIREWORKS INSURANCE	.00		14,991.21	15,000.00		8.79	99.9
001-4010-400-40-00	TRAVEL & TRAINING	.00		8,586.98	12,500.00		3,913.02	68.7
001-4010-400-40-06	YOUTH COMMISSION	.00		.00	1,000.00		1,000.00	.0
001-4010-400-41-00	TRAINING	.00		248.00	.00	(	248.00)	.0
001-4010-400-44-00	OFFICE SUPPLIES	.00		301.13	500.00		198.87	60.2
001-4010-400-45-10	OTHER OPERATING SUPPLIES	.00		129.54	.00	(	129.54)	.0
001-4010-400-50-00	MEMBERSHIP & DUES	.00		21,653.00	21,404.00	(	249.00)	101.2
001-4010-400-50-01	CREA VENDOR FEES	.00		199,592.92	156,419.00	(	43,173.92)	127.6
001-4010-400-53-00	CONTRIBUTIONS	.00		31,000.00	32,000.00		1,000.00	96.9
001-4010-400-53-04	HOMELESS SHELTER	.00		12,000.00	12,000.00		.00	100.0
001-4010-400-54-00	CONTINGENCY ACCOUNT	.00		8,096.94	10,000.00		1,903.06	81.0
001-4010-400-54-01	LAND PURCHASE	.00		.00	230,000.00		230,000.00	.0
	TOTAL CITY COUNCIL	.00		340,860.75	547,214.00		206,353.25	62.3
	CITY ATTORNEY							
001-4011-401-10-01	REGULAR WAGES	.00		188,820.42	187,824.00	(	996.42)	100.5
001-4011-401-10-05	ACCRUED PAYROLL	.00	(	3,621.21)	.00	`	3,621.21	.0
001-4011-401-16-00	CITY RETIREMENT	.00	•	9,441.02	9,713.00		271.98	97.2
001-4011-401-20-01	FICA/MEDICARE	.00		14,289.13	14,152.00	(	137.13)	101.0
001-4011-401-21-01	HEALTH/LIFE INSURANCE	.00		28,008.05	18,540.00	Ì	9,468.05)	151.1
001-4011-401-21-05	DENTAL INSURANCE	.00		1,260.00	1,680.00		420.00	75.0
001-4011-401-21-06	WORKMENS COMPENSATION	.00		4,416.39	.00	(	4,416.39)	.0
001-4011-401-21-07	UNEMPLOYMENT	.00		377.72	.00	(	377.72)	.0
001-4011-401-30-13	PROFESSIONAL SERVICES	.00		6,250.00	30,000.00		23,750.00	20.8
001-4011-401-30-19	INSURANCE & BONDS	.00		1,400.93	882.00	(	518.93)	158.8
001-4011-401-40-00	ATTORNEY TRAVEL	.00		1,824.48	5,000.00	-	3,175.52	36.5
001-4011-401-41-00	ATTORNEY TRAINING EXP	.00		1,209.51	2,500.00		1,290.49	48.4
001-4011-401-42-01	TELEPHONE	.00		1,020.00	.00	(	1,020.00)	.0
001-4011-401-42-04	MEETING EXPENSE	.00		.00	300.00		300.00	.0
001-4011-401-44-00	OFFICE SUPPLIES	.00		5,052.09	6,550.00		1,497.91	77.1
001-4011-401-44-01	OFFICE FURNITURE	.00		255.07	500.00		244.93	51.0
	TOTAL CITY ATTORNEY	.00		260,003.60	277,641.00		17,637.40	93.7

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	U	NEXPENDED	PCNT
	HUMAN RESOURCES							
001-4012-402-10-01	REGULAR WAGES	.00		204,609.62	204,610.00		.38	100.0
001-4012-402-10-05	ACCRUED PAYROLL	.00		8,226.00)	.00		8,226.00	.0
001-4012-402-16-00	CITY RETIREMENT	.00	•	10,230.48	10,231.00		.52	100.0
001-4012-402-20-01	FICA/MEDICARE	.00		15,271.98	12,528.00	(	2,743.98)	121.9
001-4012-402-21-01	HEALTH/LIFE INSURANCE	.00		37,344.00	40,336.00	•	2,992.00	92.6
001-4012-402-21-05	DENTAL INSURANCE	.00		1,680.00	1,764.00		84.00	95.2
001-4012-402-21-06	WORKMENS COMPENSATION	.00		3,466.49	6,000.00		2,533.51	57.8
001-4012-402-21-07	UNEMPLOYMENT	.00		409.26	461.00		51.74	88.8
001-4012-402-21-20	FEDERAL EXCISE TAX	.00		906.00	.00	(	906.00)	.0
001-4012-402-30-19	INSURANCE & BONDS	.00		747.61	736.00	(	11.61)	101.6
001-4012-402-30-34	EMPLOYEE LICENSES/TESTING	.00		.00	100.00		100.00	.0
001-4012-402-30-90	CONTRACT SERVICES-OTHER	.00		34,329.00	40,000.00		5,671.00	85.8
001-4012-402-40-00	TRAVEL & TRAINING	.00		197.04	6,000.00		5,802.96	3.3
001-4012-402-40-06	CITY-WIDE TRAINING	.00		6,291.47	12,000.00		5,708.53	52.4
001-4012-402-40-08	EMPLOYEE ORIENTATION	.00		1,018.48	1,750.00		731.52	58.2
001-4012-402-40-10	EMPLOYEE QUARTERLY AWARDS	.00		4,095.74	9,000.00		4,904.26	45.5
001-4012-402-42-01	TELEPHONE	.00		1,504.98	1,450.00	(	54.98)	103.8
001-4012-402-44-00	OFFICE SUPPLIES	.00		205.69	1,800.00		1,594.31	11.4
001-4012-402-45-10	OTHER OPERATING SUPPLIES	.00		829.42	1,000.00		170.58	82.9
001-4012-402-49-02	EMPLOYMENT	.00		.00	2,000.00		2,000.00	.0
001-4012-402-49-03	ADVERTISING - OTHER	.00		.00	500.00		500.00	.0
001-4012-402-50-00	MEMBERSHIP & DUES	.00		.00	1,500.00		1,500.00	.0
001-4012-402-51-00	PUBLICATION/SUBSCRIPTION	.00	_	564.99	1,400.00		835.01	40.4
	TOTAL HUMAN RESOURCES	.00		315,476.25	355,166.00		39,689.75	88.8
	MUNICIPAL COURT							
001-4013-403-10-01	REGULAR WAGES	.00		102,787.20	107,707.00		4,919.80	95.4
001-4013-403-10-05	ACCRUED PAYROLL	.00	(	3,606.00)	.00		3,606.00	.0
001-4013-403-16-00	CITY RETIREMENT	.00		5,139.36	6,159.00		1,019.64	83.4
001-4013-403-20-01	FICA/MEDICARE	.00		6,992.23	8,938.00		1,945.77	78.2
001-4013-403-21-01	HEALTH/LIFE INSURANCE	.00		34,243.00	39,211.00		4,968.00	87.3
001-4013-403-21-05	DENTAL INSURANCE	.00		1,610.00	1,764.00		154.00	91.3
001-4013-403-21-06	WORKMENS COMPENSATION	.00		2,925.08	208.00	(	2,717.08)	1406.3
001-4013-403-21-07	UNEMPLOYMENT	.00		205.55	335.00		129.45	61.4
001-4013-403-30-04	COMPUTER SERVICES	.00		259.97	.00	(	259.97)	.0
001-4013-403-30-06	MUNICIPAL COURT SERVICES	.00		59,891.17	26,180.00	(	33,711.17)	228.8
001-4013-403-30-19	INSURANCE & BONDS	.00		3,439.07	3,385.00	(	54.07)	101.6
001-4013-403-30-36	PROFESSIONAL SERVICES	.00		4,176.92	5,000.00		823.08	83.5
001-4013-403-40-00	TRAVEL & TRAINING	.00		1,513.26	2,500.00		986.74	60.5
001-4013-403-40-10	CITY ATTORNEY SERVICES	.00		24,089.00	18,900.00	(	5,189.00)	127.5
001-4013-403-42-01	TELEPHONE	.00		1,020.00	360.00	(	660.00)	283.3
001-4013-403-42-04	MEETING EXPENSE	.00		.00	800.00		800.00	.0
001-4013-403-44-00	OFFICE SUPPLIES	.00		7,521.39	2,500.00	(	5,021.39)	300.9
001-4013-403-45-10	OPERATING SUPPLIES-OTHER	.00		453.60	.00	(	453.60)	.0
001-4013-403-45-11	DATA PROCESSING SUPPLIES	.00		382.77	.00	(	382.77)	.0
001-4013-403-50-00	MEMBERSHIP & DUES	.00	_	235.00	250.00		15.00	94.0
	TOTAL MUNICIPAL COURT	.00		253,278.57	224,197.00	(	29,081.57)	113.0

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	UNEXPENDED		PCNT
	CITY MANAGER							
001-4014-404-10-01	REGULAR WAGES	.00		230,609.60	227,162.00	(	3,447.60)	101.5
001-4014-404-10-05	ACCRUED PAYROLL	.00	(	4,638.80)	.00	•	4,638.80	.0
001-4014-404-16-00	CITY RETIREMENT	.00		11,530.48	10,320.00	(	1,210.48)	111.7
001-4014-404-20-01	FICA/MEDICARE	.00		16,510.02	14,768.00	(	1,742.02)	111.8
001-4014-404-21-01	HEALTH/LIFE INSURANCE	.00		37,344.00	37,344.00		.00	100.0
001-4014-404-21-05	DENTAL INSURANCE	.00		1,680.00	1,680.00		.00	100.0
001-4014-404-21-06	WORKMENS COMPENSATION	.00		4,520.91	.00	(	4,520.91)	.0
001-4014-404-21-07	UNEMPLOYMENT	.00		461.12	.00	(	461.12)	.0
001-4014-404-30-19	INSURANCE & BONDS	.00		2,491.76	1,325.00	(	1,166.76)	188.1
001-4014-404-40-00	TRAVEL & TRAINING	.00		4,508.06	8,000.00		3,491.94	56.4
001-4014-404-40-03	CML TRAVEL EXPENSES	.00		1,994.53	3,500.00		1,505.47	57.0
001-4014-404-42-01	TELEPHONE	.00		1,380.00	2,540.00		1,160.00	54.3
001-4014-404-42-04	MEETING EXPENSE	.00		2,560.26	4,000.00		1,439.74	64.0
001-4014-404-44-00	OFFICE SUPPLIES	.00		1,240.84	2,000.00		759.16	62.0
001-4014-404-44-01	OFFICE FURNITURE	.00		757.82	1,000.00		242.18	75.8
001-4014-404-46-02	OTHER REPAIR & MAINT	.00		.00	500.00		500.00	.0
001-4014-404-48-90	PRINTING - OTHER	.00		52.26	500.00		447.74	10.5
001-4014-404-50-00	MEMBERSHIP & DUES	.00		1,475.20	2,500.00		1,024.80	59.0
001-4014-404-51-00	PUBLICATION/SUBSCRIPTION	.00		521.56	500.00	(	21.56)	104.3
001-4014-404-59-01	PROFESSIONAL & TECHNICAL	.00		.00	4,700.00		4,700.00	.0
001-4014-499-30-90	CONTRACT SERVICES-OTHER	.00		22,517.42	20,000.00	(	2,517.42)	112.6
001-4014-499-40-06	CITY-WIDE TRAINING	.00	(	1,726.06)	2,000.00		3,726.06	( 86.3)
001-4014-499-45-10	OPERATING SUPPLIES-OTHER	.00		.00	2,500.00		2,500.00	.0
001-4014-499-59-00	MISCELLANEOUS	.00	_	2,700.00	.00	(	2,700.00)	.0
	TOTAL CITY MANAGER	.00		338,490.98	346,839.00		8,348.02	97.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FINANCE DEPARTMENT					
001-4015-405-10-01	REGULAR WAGES	.00	466,185.26	450,056.00	( 16,129.26	) 103.6
001-4015-405-10-05	ACCRUED PAYROLL	.00	( 13,614.50)	.00	13,614.50	.0
001-4015-405-11-01	OVERTIME	.00	135.79	1,000.00	864.21	13.6
001-4015-405-16-00	CITY RETIREMENT	.00	22,936.23	21,550.00	( 1,386.23	
001-4015-405-20-01	FICA/MEDICARE	.00	34,145.98	31,616.00	( 2,529.98	
001-4015-405-21-01	HEALTH/LIFE INSURANCE	.00	108,931.00	112,032.00	3,101.00	97.2
001-4015-405-21-05	DENTAL INSURANCE	.00	4,970.00	5,040.00	70.00	98.6
001-4015-405-21-06	WORKMENS COMPENSATION	.00	3,256.28	1,000.00	( 2,256.28	325.6
001-4015-405-21-07	UNEMPLOYMENT	.00	932.41	900.00	( 32.41	103.6
001-4015-405-30-04	COMPUTER/SOFWARE SERVICES	.00	96,162.48	76,250.00	( 19,912.48	126.1
001-4015-405-30-07	CREDIT CARD CHARGES	.00	16,061.49	9,000.00	( 7,061.49	178.5
001-4015-405-30-19	INSURANCE & BONDS	.00	1,943.81	1,913.00	( 30.81	101.6
001-4015-405-30-24	RECORDING SERVICES	.00	.00	500.00	500.00	.0
001-4015-405-30-28	PROPERTY TAX COLLECTION	.00	5,542.34	5,000.00	( 542.34	) 110.9
001-4015-405-30-90	CONTRACT SERVICES-OTHER	.00	86,446.30	88,000.00	1,553.70	98.2
001-4015-405-40-00	TRAVEL & TRAINING	.00	1,623.49	4,500.00	2,876.51	36.1
001-4015-405-42-01	TELEPHONE	.00	3,320.00	840.00	( 2,480.00	395.2
001-4015-405-42-03	POSTAGE	.00	34.44	2,000.00	1,965.56	1.7
001-4015-405-42-04	MEETING EXPENSE	.00	310.48	450.00	139.52	69.0
001-4015-405-44-00	OFFICE SUPPLIES	.00	5,496.17	3,500.00	( 1,996.17	157.0
001-4015-405-44-01	CITY HALL OPERATIONS	.00	1,536.15	1,500.00	( 36.15	) 102.4
001-4015-405-48-90	PRINTING	.00	6,216.75	3,500.00	( 2,716.75	177.6
001-4015-405-50-00	MEMBERSHIP & DUES	.00	2,230.00	1,280.00	( 950.00	
001-4015-405-51-00	PUBLICATION/SUBSCRIPTION	.00	41.54	350.00	308.46	
001-4015-405-59-00	MISCELLANEOUS	.00	10,814.96	10,825.00	10.04	99.9
	TOTAL FINANCE DEPARTMENT	.00	865,658.85	832,602.00	( 33,056.85	104.0
	TOTAL ALL 16	.00	.00	.00	.00	.0
	CITY CLERK					
001-4018-408-10-01	REGULAR WAGES	.00	131,607.00	117,436.00	( 14,171.00	) 112.1
001-4018-408-10-05	ACCRUED PAYROLL	.00	( 3,926.90)	.00	3,926.90	.0
001-4018-408-16-00	CITY RETIREMENT	.00	5,367.44	4,708.00	( 659.44	) 114.0
001-4018-408-20-01	FICA/MEDICARE	.00	10,053.04	9,208.00	( 845.04	109.2
001-4018-408-21-01	HEALTH/LIFE INSURANCE	.00	18,672.00	18,672.00	.00	100.0
001-4018-408-21-05	DENTAL INSURANCE	.00	840.00	840.00	.00	100.0
001-4018-408-21-06	WORKMENS COMPENSATION	.00	2,943.14	1,000.00	( 1,943.14	294.3
001-4018-408-21-07	UNEMPLOYMENT	.00	263.09	396.00	132.91	66.4
001-4018-408-30-14	ELECTION SERVICES	.00	14,173.69	20,000.00	5,826.31	70.9
001-4018-408-30-19	INSURANCE & BONDS	.00	897.15	883.00	( 14.15	) 101.6
001-4018-408-30-90	CONTRACT SERVICES-OTHER	.00	4,695.00	16,300.00	11,605.00	28.8
001-4018-408-40-00	TRAVEL & TRAINING	.00	678.55	4,500.00	3,821.45	
001-4018-408-42-01	TELEPHONE	.00	855.00	.00	( 855.00	
001-4018-408-44-00	OFFICE SUPPLIES	.00	1,765.23	2,500.00	734.77	
001-4018-408-45-08	EMPLOYEE BENCHMARKING	.00	4,891.94	5,000.00	108.06	
001-4018-408-45-09	WELLNESS PROGRAM	.00	27,100.52	27,500.00	399.48	98.6
001-4018-408-45-10	OTHER OPERATING SUPPLIES	.00	767.12	2,000.00	1,232.88	38.4
001-4018-408-50-00	MEMBERSHIP & DUES	.00	619.76	600.00	( 19.76	103.3
	TOTAL CITY CLERK	.00	222,262.77	231,543.00	9,280.23	96.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UN	NEXPENDED	PCNT
	GRANTS ADMINISTER						
001-4040-404-21-00	FEDERAL GRANTS	.00	167,938.72	.00	(	167,938.72)	.0
001-4040-404-21-01	STATE GRANTS	.00	309,167.86	.00	(	309,167.86)	.0
	TOTAL GRANTS ADMINISTER	.00	477,106.58	.00	(	477,106.58)	.0
	MARKETING						
001-4044-404-10-01	REGULAR WAGES	.00	32,900.00	67,829.00		34,929.00	48.5
001-4044-404-11-01	OVERTIME	.00	1,251.38	500.00	(	751.38)	250.3
001-4044-404-16-00	CITY RETIREMENT	.00	1,645.00	3,200.00		1,555.00	51.4
001-4044-404-20-01	FICA/MEDICARE	.00	2,586.84	4,515.00		1,928.16	57.3
001-4044-404-21-01	HEALTH/LIFE INSURANCE	.00	10,903.00	19,207.00		8,304.00	56.8
001-4044-404-21-05	DENTAL INSURANCE	.00	560.00	840.00		280.00	66.7
001-4044-404-21-06	WORKMENS COMPENSATION	.00	3,073.08	1,000.00	(	2,073.08)	307.3
001-4044-404-21-07	UNEMPLOYMENT	.00	68.29	169.00		100.71	40.4
001-4044-404-24-00	MARKETING	.00	58,510.28	50,000.00	(	8,510.28)	117.0
001-4044-404-30-19	INSURANCE & BONDS	.00	3,001.33	6,121.00		3,119.67	49.0
001-4044-404-40-00	TRAVEL & TRAINING	.00	1,636.89	2,500.00		863.11	65.5
001-4044-404-42-01	TELEPHONE	.00	600.00	1,132.00		532.00	53.0
001-4044-404-44-00	OFFICE SUPPLIES	.00	839.05	555.00	(	284.05)	151.2
001-4044-404-45-15	EMP APPRECTION/PICNIC	.00	11,697.23	20,000.00		8,302.77	58.5
001-4044-404-51-00	PUBLICATION/SUBSCRIPTION	.00	19.99	.00	(	19.99)	.0
	TOTAL MARKETING	.00	129,292.36	177,568.00		48,275.64	72.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LIBRARY					
001-4055-407-10-01	REGULAR WAGES	.00	320,663.08	360,800.00	40,136.92	88.9
001-4055-407-10-05	ACCRUED PAYROLL	.00	( 7,327.18)	.00	7,327.18	.0
001-4055-407-10-10	EMPLOYEE INCENTIVES	.00	.00	150.00	150.00	.0
001-4055-407-16-00	CITY RETIREMENT	.00	10,833.26	11,907.00	1,073.74	91.0
001-4055-407-20-01	FICA/MEDICARE	.00	24,020.69	25,531.00	1,510.31	94.1
001-4055-407-21-01	HEALTH/LIFE INSURANCE	.00	70,163.00	80,956.00	10,793.00	86.7
001-4055-407-21-05	DENTAL INSURANCE	.00	3,220.00	4,200.00	980.00	76.7
001-4055-407-21-06	WORKMENS COMPENSATION	.00	3,742.57	3,792.00	49.43	98.7
001-4055-407-21-07	UNEMPLOYMENT	.00	641.42	957.00	315.58	67.0
001-4055-407-30-08	LIBRARY AUTOMATION	.00	1,600.00	.00	( 1,600.00)	.0
001-4055-407-30-19	INSURANCE & BONDS	.00	19,469.44	19,167.00	( 302.44)	
001-4055-407-30-27	BOOK COURIER SERVICE	.00	570.95	1,000.00	429.05	57.1
001-4055-407-30-90	OTHER CONTRACTUAL SERVICES	.00	5,780.00	7,000.00	1,220.00	82.6
001-4055-407-32-01	JANITORIAL SERVICES	.00	1,551.76	2,000.00	448.24	77.6
001-4055-407-32-02	OFFICE EQUIP	.00	5,470.62	.00	( 5,470.62)	.0
001-4055-407-40-00	TRAVEL & TRAINING	.00	10,936.97	2,500.00	( 8,436.97)	
001-4055-407-42-01	TELEPHONE	.00	473.11	576.00	102.89	82.1
001-4055-407-42-03	POSTAGE	.00	178.12	1,050.00	871.88	17.0
001-4055-407-42-10	FIBER CHARGES	.00	42,040.80	.00	( 42,040.80)	.0
001-4055-407-43-01	ELECTRIC	.00	15,382.34	13,000.00	( 2,382.34)	
001-4055-407-43-02		.00	573.00	567.00	( 6.00)	
001-4055-407-43-03	GAS	.00	4,660.32	8,990.00	4,329.68	51.8
001-4055-407-43-04	REFUSE	.00	1,980.00	1,449.00	( 531.00)	
001-4055-407-43-05	WATER	.00	490.87	720.00	229.13	68.2
001-4055-407-45-10	OTHER OPERATING SUPPLIES	.00	24,301.26	19,690.00	( 4,611.26)	123.4
001-4055-407-45-19	BOOKS	.00	18,544.31	37,044.00	18,499.69	50.1
001-4055-407-45-20	NON-PRINT MEDIA	.00	4,398.37	4,520.00	121.63	97.3
001-4055-407-45-21	BOOK MAINT & SUPPLIES	.00	1,218.84	3,500.00	2,281.16	34.8
001-4055-407-45-22	COPIER EXPENSE	.00	6,221.17	7,500.00	1,278.83	83.0
001-4055-407-45-27	BOOKS FROM DONATIONS	.00	379.80	.00	( 379.80)	
001-4055-407-46-02	OTHER REPAIR & MAINT	.00	5,128.55	8,400.00	3,271.45	61.1
001-4055-407-50-00	MEMBERSHIP & DUES	.00	208.99	1,000.00	791.01	20.9
001-4055-407-51-00	PUBLICATION/SUBSCRIPTION	.00	18,200.62	10,000.00	( 8,200.62)	
001-4055-407-59-26	EVENTS AND OUTREACH	.00	15,856.89	12,000.00	( 3,856.89)	
001-4055-407-63-10	CAPITAL OUTLAY	.00	284,973.17	247,000.00	( 37,973.17)	
	STATE GRANT-LIBRARY	.00	.00	5,500.00	5,500.00	.0
	MINOR LIBRARY GRANTS	.00	.00	2,500.00	2,500.00	.0
	TOTAL LIBRARY	.00	916,547.11	904,966.00	( 11,581.11)	101.3
	TOTAL GENERAL GOVERNMENT	.00	4,118,977.82	3,897,736.00	( 221,241.82)	105.7
	GENERAL SERVICES					
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		PERIOD ACTUAL		YTD ACTUAL	BUDGET	UNEXF	PENDED	PCNT
	GEN SERV - ADMINISTRATION							
001-4116-406-10-01	REGULAR WAGES	.00		95,791.74	109,213.00		13,421.26	87.7
001-4116-406-10-05	ACCRUED PAYROLL	.00	(	5,006.40)	.00		5,006.40	.0
001-4116-406-16-00	CITY RETIREMENT	.00	`	3,003.22	5,660.00		2,656.78	53.1
001-4116-406-20-01	FICA/MEDICARE	.00		7,277.41	7,347.00		69.59	99.1
001-4116-406-21-01	HEALTH/LIFE INSURANCE	.00		9,336.00	19,207.00		9,871.00	48.6
001-4116-406-21-05	DENTAL INSURANCE	.00		420.00	840.00		420.00	50.0
001-4116-406-21-06	WORKMENS COMPENSATION	.00		3,053.79	1,550.00	(	1,503.79)	197.0
001-4116-406-21-07	UNEMPLOYMENT	.00		191.59	276.00	`	84.41	69.4
001-4116-406-30-19	INSURANCE & BONDS	.00		5,743.38	5,654.00	(	89.38)	101.6
001-4116-406-30-90	OTHER CONTRACTUAL SERVICES	.00		4,208.33	7,000.00	`	2,791.67	60.1
001-4116-406-40-00	TRAVEL & TRAINING	.00		979.51	2,500.00		1,520.49	39.2
001-4116-406-42-01	TELEPHONE	.00		350.00	840.00		490.00	41.7
001-4116-406-44-00	OFFICE SUPPLIES	.00		139.49	.00	(	139.49)	.0
001-4116-406-50-00	MEMBERSHIP & DUES	.00		465.00	560.00	`	95.00	83.0
001-4116-406-63-10	CAPITAL OUTLAY	.00		477,637.72	422,000.00	(	55,637.72)	113.2
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	TOTAL GEN SERV - ADMINISTRATION	.00		603,590.78	582,647.00	(	20,943.78)	103.6
	BUILDING MAINTENANCE							
001-4117-406-10-01	REGULAR WAGES	.00		173,341.80	157,563.00	(	15,778.80)	110.0
001-4117-406-10-05	ACCRUED PAYROLL	.00	(	3,230.00)	.00	•	3,230.00	.0
001-4117-406-11-01	OVERTIME	.00	•	531.90	.00	(	531.90)	.0
001-4117-406-16-00	CITY RETIREMENT	.00		8,655.40	8,042.00	(	613.40)	107.6
001-4117-406-20-01	FICA/MEDICARE	.00		12,774.28	11,671.00	(	1,103.28)	109.5
001-4117-406-21-01	HEALTH/LIFE INSURANCE	.00		56,016.00	57,622.00	•	1,606.00	97.2
001-4117-406-21-05	DENTAL INSURANCE	.00		2,520.00	2,520.00		.00	100.0
001-4117-406-21-06	WORKMENS COMPENSATION	.00		8,852.28	8,836.00	(	16.28)	100.2
001-4117-406-21-07	UNEMPLOYMENT	.00		347.67	437.00	•	89.33	79.6
001-4117-406-30-19	INSURANCE & BONDS	.00		6,568.91	6,474.00	(	94.91)	101.5
001-4117-406-30-90	CONTRACT SERVICES-OTHER	.00		4,300.00	2,000.00	(	2,300.00)	215.0
001-4117-406-40-00	TRAVEL & TRAINING	.00		.00	3,400.00	•	3,400.00	.0
001-4117-406-42-01	TELEPHONE	.00		2,520.00	3,360.00		840.00	75.0
001-4117-406-45-07	CLOTHING ALLOWANCE	.00		1,620.26	1,500.00	(	120.26)	108.0
001-4117-406-45-10	OPERATING SUPPLIES-OTHER	.00		9,335.07	11,900.00	•	2,564.93	78.5
001-4117-406-51-00	PUBLICATION/SUBSCRIPTION	.00		.00	66.00		66.00	.0
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	TOTAL BUILDING MAINTENANCE	.00		284,153.57	275,391.00	(	8,762.57)	103.2
	TOTAL G.S. CITY HALL OPERATIONS	.00		.00	.00		.00	.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITYLIAL POOED OMITHAVE					
	CITY HALL ROGER SMITH AVE					
001-4119-406-30-15	BOILER INSPECTION	.00	270.00	400.00	130.00	67.5
001-4119-406-30-37	SOLAR LEASE	.00	35,835.00	35,835.00	.00	100.0
001-4119-406-32-01	JANITORIAL SERVICES	.00	27,600.00	30,800.00	3,200.00	89.6
001-4119-406-32-90	MAINT CONTRACTS-OTHER	.00	3,650.26	3,000.00	( 650.26)	121.7
001-4119-406-42-01	TELEPHONE	.00	956.56	1,400.00	443.44	68.3
001-4119-406-42-03	POSTAGE	.00	5,215.57	8,000.00	2,784.43	65.2
001-4119-406-42-10	FIBER CHARGES	.00	.00	7,200.00	7,200.00	.0
001-4119-406-43-01	ELECTRIC	.00	11,326.89	15,000.00	3,673.11	75.5
001-4119-406-43-02	SEWER	.00	1,758.00	2,800.00	1,042.00	62.8
001-4119-406-43-03	GAS	.00	9,794.34	15,000.00	5,205.66	65.3
001-4119-406-43-04	REFUSE	.00	2,964.00	2,850.00	( 114.00)	104.0
001-4119-406-43-05	WATER	.00	2,452.19	2,625.00	172.81	93.4
001-4119-406-44-00	OFFICE SUPPLIES	.00	109.92	1,300.00	1,190.08	8.5
001-4119-406-45-10	OPERATING SUPPLIES-OTHER	.00	7,453.21	5,500.00	( 1,953.21)	135.5
001-4119-406-45-22	COPIER EXPENSE	.00	14,067.39	11,100.00	( 2,967.39)	126.7
001-4119-406-46-02	OTHER REPAIR & MAINT	.00	14,146.52	13,500.00	( 646.52)	104.8
	TOTAL CITY HALL ROGER SMITH AVE	.00	137,599.85	156,310.00	18,710.15	88.0
	WELCOME CENTER (CITY)					
001-4158-511-21-06	WORKMENS COMPENSATION	.00	2,819.47	.00	( 2,819.47)	.0
001-4158-511-30-90	CONTRACT SERVICES-OTHER	.00	33,976.37	40,372.00	6,395.63	84.2
001-4158-511-32-01	JANITORIAL SERVICES	.00	20,400.00	20,900.00	500.00	97.6
001-4158-511-42-01	TELEPHONE	.00	1,666.15	2,640.00	973.85	63.1
001-4158-511-43-01	ELECTRIC	.00	6,443.78	5,750.00	( 693.78)	112.1
001-4158-511-43-02	SEWER	.00	573.00	540.00	( 33.00)	106.1
001-4158-511-43-03	GAS	.00	1,549.53	2,950.00	1,400.47	52.5
001-4158-511-43-04	REFUSE	.00	1,380.00	1,260.00	( 120.00)	109.5
001-4158-511-43-05	WATER	.00	416.25	456.00	39.75	91.3
001-4158-511-45-10	OPERATING SUPPLIES-OTHER	.00	1,050.16	.00	( 1,050.16)	.0
001-4158-511-45-22	COPIER EXPENSE	.00	882.40	.00	( 882.40)	.0
001-4158-511-46-07	WELCOME CENTER REPAIRS	.00	731.68	4,500.00	3,768.32	16.3
	TOTAL WELCOME CENTER (CITY)	.00	71,888.79	79,368.00	7,479.21	90.6
	TOTAL ALL 60	.00	.00	.00	.00	.0
	TOTAL GENERAL SERVICES	.00	1,097,232.99	1,093,716.00	( 3,516.99)	100.3
	PUBLIC SAFETY					

		PERIOD ACTUAL	Y	TD ACTUAL	BUDGET	UI	NEXPENDED	PCNT
	POLICE ADMINISTRATION							
001-4220-420-10-01	REGULAR WAGES	.00		340,593.64	330,561.00	(	10,032.64)	103.0
001-4220-420-10-05	ACCRUED PAYROLL	.00	(	10,753.20)	.00		10,753.20	.0
001-4220-420-11-01	OVERTIME	.00		.00	1,600.00		1,600.00	.0
001-4220-420-16-00	CITY RETIREMENT	.00		17,762.92	16,445.00	(	1,317.92)	108.0
001-4220-420-20-01	FICA/MEDICARE	.00		11,385.96	11,022.00	(	363.96)	103.3
001-4220-420-21-01	HEALTH/LIFE INSURANCE	.00		74,688.00	59,128.00	(	15,560.00)	126.3
001-4220-420-21-05	DENTAL INSURANCE	.00		3,360.00	3,360.00		.00	100.0
001-4220-420-21-06	WORKMENS COMPENSATION	.00		6,726.63	7,110.00		383.37	94.6
001-4220-420-21-07	UNEMPLOYMENT	.00		681.32	637.00	(	44.32)	107.0
001-4220-420-22-01	ICMA POLICE	.00		19,052.62	16,130.00	(	2,922.62)	118.1
001-4220-420-30-04	COMPUTER/SOFWARE SERVICES	.00		4,875.05	5,000.00		124.95	97.5
001-4220-420-30-19	INSURANCE & BONDS	.00		19,380.82	19,080.00	(	300.82)	101.6
001-4220-420-30-90	CONTRACT SERVICES-OTHER	.00		19,175.49	36,748.00		17,572.51	52.2
001-4220-420-30-91	STATE GRANT EXPENSE	.00		24,396.36	.00	(	24,396.36)	.0
001-4220-420-32-90	MAINT CONTRACTS-OTHER	.00		12,262.07	92,338.00		80,075.93	13.3
001-4220-420-40-00	TRAVEL/TRAINING	.00		18,898.99	11,500.00	(	7,398.99)	164.3
001-4220-420-42-01	TELEPHONE	.00		37,362.30	25,280.00	(	12,082.30)	147.8
001-4220-420-45-07	CLOTHING ALLOWANCE	.00		1,014.22	1,800.00		785.78	56.4
001-4220-420-45-10	OPERATING SUPPLIES-OTHER	.00		20,872.67	4,000.00	(	16,872.67)	521.8
001-4220-420-45-12	EQUITABLE SHARING	.00		.00	42,620.00		42,620.00	.0
001-4220-420-45-26	ACUTE CARE FACILITY	.00		4,200.00	4,200.00		.00	100.0
001-4220-420-48-90	PRINTING-OTHER	.00		.00	200.00		200.00	.0
001-4220-420-49-03	ADVERTISING-OTHER	.00		106.41	2,040.00		1,933.59	5.2
001-4220-420-50-00	MEMBERSHIP & DUES	.00		1,960.00	2,935.00		975.00	66.8
001-4220-420-51-00	PUBLICATION/SUBSCRIPTION	.00		205.00	575.00		370.00	35.7
001-4220-420-63-10	CAPITAL OUTLAY	.00		200,622.66	224,832.00		24,209.34	89.2
	TOTAL POLICE ADMINISTRATION	.00		828,829.93	919,141.00		90,311.07	90.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXF	PENDED	PCNT
	PATROL						
001-4221-421-10-01	REGULAR WAGES	.00	1,535,410.58	1,479,238.00	(	56,172.58)	103.8
001-4221-421-10-05	ACCRUED PAYROLL	.00	( 31,758.23)	.00	(	31,758.23	.0
001-4221-421-11-01	OVERTIME	.00	57,928.92	60,000.00		2,071.08	96.6
001-4221-421-11-03	GRANT OVERTIME	.00	18,412.20	16,800.00	(	1,612.20)	109.6
001-4221-421-16-00	CITY RETIREMENT	.00	75,434.35	70,440.00	(	4,994.35)	107.1
001-4221-421-20-01	FICA/MEDICARE	.00	30,893.29	30,134.00	(	759.29)	102.5
001-4221-421-21-01	HEALTH/LIFE INSURANCE	.00	449,728.00	466,200.00	(	16,472.00	96.5
001-4221-421-21-05	DENTAL INSURANCE	.00	20,510.00	21,000.00		490.00	97.7
001-4221-421-21-06	WORKMENS COMPENSATION	.00	69,532.77	40,500.00	(	29,032.77)	171.7
001-4221-421-21-07	UNEMPLOYMENT	.00	3,223.54	3,842.00	(	618.46	83.9
001-4221-421-22-01	ICMA POLICE	.00	109,051.31	100,112.00	(	8,939.31)	108.9
001-4221-421-30-19	INSURANCE & BONDS	.00	53,329.24	50,115.00	(	3,214.24)	106.4
001-4221-421-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	4,000.00	(	4,000.00	.0
001-4221-421-30-90	CONTRACT SERVICES	.00	9,460.83	2,050.00	(	7,410.83)	461.5
001-4221-421-30-95	ANIMAL IMPOUNDMENT	.00	1,587.75	2,521.00	(	933.25	63.0
001-4221-421-32-90	MAINT CONTRACTS - OTHER	.00	615.00	2,100.00		1,485.00	29.3
001-4221-421-40-00	TRAVEL & TRAINING	.00	23,597.11	25,440.00		1,842.89	92.8
001-4221-421-44-00	OFFICE SUPPLIES	.00	309.34	.00	(	309.34)	.0
001-4221-421-45-07	CLOTHING ALLOWANCE	.00	20,627.43	25,190.00	(	4,562.57	81.9
001-4221-421-45-10	OPERATING SUPPLIES-OTHER	.00	21,889.05	14,935.00	(	6,954.05)	146.6
001-4221-421-45-13	DARE TRAINING MATERIALS	.00	999.00	3,500.00	(	2,501.00	28.5
001-4221-421-45-15	AMMUNITION	.00	36,245.37	40,000.00		3,754.63	90.6
001-4221-421-46-02	OTHER REPAIR & MAINT	.00	42,319.28	15,500.00	1	26,819.28)	273.0
001-4221-421-50-00	MEMBERSHIP & DUES	.00	250.00	125.00	(	125.00)	200.0
001-4221-421-51-00	PUBLICATION/SUBSCRIPTION	.00	3,512.64	153.00	(	3,359.64)	
001-4221-421-63-10	CAPITAL OUTLAY	.00	.00	6,457.00	(	6,457.00	.0
001-4221-421-03-10	CAPITAL OUTLAT		.00	0,437.00		0,437.00	
	TOTAL PATROL	.00	2,553,108.77	2,480,352.00	(	72,756.77)	102.9
	POLICE SUPPORT SERVICES						
001-4222-422-10-01	DECLII AD WACES	22	477.044.00	464 004 00	,	10.060.00	107.0
	REGULAR WAGES	.00	177,944.00	164,984.00	(	12,960.00)	107.9
001-4222-422-10-05	ACCRUED PAYROLL	.00	( 6,044.00)	.00		6,044.00	.0
001-4222-422-11-01 001-4222-422-16-00	OVERTIME	.00	104.78	1,575.00	,	1,470.22	6.7
	CITY RETIREMENT		8,897.20	7,856.00	(	1,041.20)	113.3
001-4222-422-20-01	FICA/MEDICARE	.00	12,965.28	12,454.00	(	511.28)	104.1
001-4222-422-21-01	HEALTH/LIFE INSURANCE	.00	56,016.00	40,274.00	(	15,742.00)	139.1
001-4222-422-21-05	DENTAL INSURANCE	.00	2,520.00	2,520.00	,	.00	100.0
001-4222-422-21-06	WORKMENS COMPENSATION	.00	2,977.17	2,000.00	(	977.17)	148.9
001-4222-422-21-07	UNEMPLOYMENT	.00	355.99	408.00		52.01	87.3
001-4222-422-30-19	INSURANCE & BONDS	.00	17.28	62.00	,	44.72	27.9
001-4222-422-30-90	CONTRACT SERVICES-OTHER	.00	1,500.00	.00	(	1,500.00)	.0
001-4222-422-40-00	TRAVEL/TRAINING	.00	275.00	3,250.00		2,975.00	8.5
001-4222-422-45-07	CLOTHING ALLOWANCE	.00	123.01	510.00		386.99	24.1
001-4222-422-45-10	OPERATING SUPPLIES-OTHER	.00	653.95	1,100.00		446.05	59.5
	TOTAL POLICE SUPPORT SERVICES	.00	258,305.66	236,993.00	(	21,312.66)	109.0

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	1U	NEXPENDED	PCNT
	POLICE INVESTIGATION							
001-4223-423-10-01	REGULAR WAGES	.00		488,675.28	485,556.00	(	3,119.28)	100.6
001-4223-423-10-02	REIMBURSED WAGES	.00	(	11,506.97)	.00	`	11,506.97	.0
001-4223-423-10-05	ACCRUED PAYROLL	.00	(	11,921.81)	.00		11,921.81	.0
001-4223-423-11-01	OVERTIME	.00	•	17,402.67	11,550.00	(	5,852.67)	150.7
001-4223-423-11-03	GRANT OVERTIME	.00		450.00	4,200.00	`	3,750.00	10.7
001-4223-423-16-00	CITY RETIREMENT	.00		23,578.62	23,122.00	(	456.62)	102.0
001-4223-423-20-01	FICA/MEDICARE	.00		9,916.13	9,932.00	•	15.87	99.8
001-4223-423-21-01	HEALTH/LIFE INSURANCE	.00		119,812.00	130,536.00		10,724.00	91.8
001-4223-423-21-05	DENTAL INSURANCE	.00		5,390.00	5,880.00		490.00	91.7
001-4223-423-21-06	WORKMENS COMPENSATION	.00		24,192.70	13,384.00	(	10,808.70)	180.8
001-4223-423-21-07	UNEMPLOYMENT	.00		1,013.05	1,201.00		187.95	84.4
001-4223-423-22-01	ICMA POLICE	.00		33,524.59	32,030.00	(	1,494.59)	104.7
001-4223-423-30-19	INSURANCE & BONDS	.00		6,017.06	5,747.00	(	270.06)	104.7
001-4223-423-30-90	CONTRACT SERVICES-OTHER	.00		7,855.28	2,125.00	(	5,730.28)	369.7
001-4223-423-40-00	TRAVEL & TRAINING	.00		5,295.80	10,000.00		4,704.20	53.0
001-4223-423-45-07	CLOTHING ALLOWANCE	.00		3,551.78	3,150.00	(	401.78)	112.8
001-4223-423-45-10	OPERATING SUPPLIES	.00		6,727.25	2,625.00	(	4,102.25)	256.3
001-4223-423-45-11	OPERATING EQUIPMENT	.00		1,300.00	2,500.00		1,200.00	52.0
001-4223-423-46-02	OTHER REPAIR & MAINT	.00		3,211.34	.00	(	3,211.34)	.0
001-4223-423-49-03	ADVERTISING	.00		.00	250.00		250.00	.0
001-4223-423-50-00	MEMBERSHIP & DUES	.00		407.94	285.00	(	122.94)	143.1
001-4223-423-51-00	PUBLICATION/SUBSCRIPTION	.00		1,103.47	2,000.00		896.53	55.2
001-4223-423-52-00	EQUIPMENT RENTALS	.00		.00	1,000.00		1,000.00	.0
001-4223-423-59-00	MISCELLANEOUS	.00		63,391.68	.00	(	63,391.68)	.0
	TOTAL POLICE INVESTIGATION	.00		799,387.86	747,073.00	(	52,314.86)	107.0
	POLICE CORRECTIONS							
001-4224-424-30-16	PRISONER CUSTODY	.00		78,100.00	40,000.00	(	38,100.00)	195.3
001-4224-424-30-90	CONTRACT SERVICES-OTHER	.00		.00	4,080.00	•	4,080.00	.0
001-4224-424-40-02	PRISONER TRANSPORT	.00	(	5,951.21)	400.00		6,351.21	(1487.
	TOTAL POLICE CORRECTIONS	.00		72,148.79	44,480.00	(	27,668.79)	162.2

### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BUILDING OPERATIONS					
004 4005 405 00 04	IAAUTORIAL GERVIGES	00	47.004.00	04 000 00	0.005.04	00.0
001-4225-425-32-01	JANITORIAL SERVICES	.00	17,994.96	21,630.00	3,635.04	83.2
001-4225-425-32-02	OFFICE EQUIPMENT	.00	.00	6,000.00	6,000.00	.0 77.2
001-4225-425-32-90 001-4225-425-42-01	MAINT CONTRACTS-OTHER TELEPHONE	.00 .00	7,337.97	9,500.00	2,162.03	72.1
001-4225-425-42-03	POSTAGE	.00	3,528.21 1.875.21	4,896.00 4,419.00	1,367.79 2,543.79	42.4
001-4225-425-42-03	ELECTRIC	.00	43,298.90	38,000.00	( 5,298.90)	113.9
001-4225-425-43-02	SEWER	.00	737.00	918.00	181.00	80.3
001-4225-425-43-03	GAS	.00	3,155.41	3,100.00	( 55.41)	101.8
001-4225-425-43-04	REFUSE	.00	3,036.00	2,678.00	( 358.00)	113.4
001-4225-425-43-05	WATER	.00	720.68	700.00	( 20.68)	103.0
001-4225-425-44-00	OFFICE SUPPLIES	.00	4,018.03	5,610.00	1,591.97	71.6
001-4225-425-45-10	OPERATING SUPPLIES	.00	4,931.00	7,000.00	2,069.00	70.4
001-4225-425-45-22	COPIER EXPENSE	.00	737.70	7,650.00	6,912.30	9.6
001-4225-425-46-02	OTHER REPAIR & MAINT	.00	15,060.99	16,000.00	939.01	94.1
001-4225-425-63-10	CAPITAL OUTLAY	.00	7,839.54	10,500.00	2,660.46	74.7
	TOTAL BUILDING OPERATIONS	.00	114,271.60	138,601.00	24,329.40	82.5
	KENNEL OPERATIONS					
001-4226-426-10-01	REGULAR WAGES	.00	166 550 06	162 920 00	( 2.711.06)	102.2
001-4226-426-10-01	ACCRUED PAYROLL	.00	166,550.96 ( 4,276.16)	162,839.00 .00	( 3,711.96) 4,276.16	102.3 .0
001-4226-426-11-01	REGULAR OVERTIME	.00	( 4,276.16)	1,050.00	1,050.00	.0
001-4226-426-16-00	CITY RETIREMENT	.00	4,578.56	3,968.00	( 610.56)	.0 115.4
001-4226-426-20-01	FICA/MEDICARE	.00	12,482.74	11,253.00	( 1,229.74)	110.9
001-4226-426-21-01	HEALTH/LIFE INSURANCE	.00	37,344.00	37,296.00	( 48.00)	100.1
001-4226-426-21-05	DENTAL INSURANCE	.00	1,680.00	1,680.00	.00	100.1
001-4226-426-21-06	WORKMENS COMPENSATION	.00	5,621.84	3,000.00	( 2,621.84)	187.4
001-4226-426-21-07	UNEMPLOYMENT	.00	332.96	422.00	89.04	78.9
001-4226-426-30-19	INSURANCE & BONDS	.00	1,753.06	1,726.00	( 27.06)	101.6
001-4226-426-30-37	SOLAR LEASE	.00	6,385.00	.00	( 6,385.00)	.0
001-4226-426-30-39	SPAY/NEUTER PROGRAM	.00	11,273.91	15,000.00	3,726.09	75.2
001-4226-426-30-90	OTHER CONTRACTUAL SERVICES	.00	2,344.90	2,000.00	( 344.90)	117.3
001-4226-426-32-90	MAINT. CONTRACTS - OTHER	.00	120.99	.00	( 120.99)	.0
001-4226-426-40-00	TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
001-4226-426-42-01	TELEPHONE	.00	.00	490.00	490.00	.0
001-4226-426-43-01		.00	575.73	2,142.00	1,566.27	26.9
001-4226-426-43-02	SEWER	.00	937.00	796.00	( 141.00)	
001-4226-426-43-03	GAS	.00	1,970.78	1,346.00	( 624.78)	146.4
001-4226-426-43-04	REFUSE	.00	732.00	653.00	( 79.00)	112.1
001-4226-426-43-05	WATER	.00	918.61	734.00	( 184.61)	125.2
001-4226-426-45-07	CLOTHING ALLOWANCE	.00	398.62	600.00	201.38	66.4
001-4226-426-45-10	OTHER OPERATING SUPPLIES	.00	14,894.08	16,000.00	1,105.92	93.1
	OTHER REPAIR & MAINT	.00	7,162.54	7,000.00	( 162.54)	102.3
	TOTAL KENNEL OPERATIONS	.00	273,782.12	270,495.00	( 3,287.12)	101.2
	TOTAL PUBLIC SAFETY	.00	4,899,834.73	4,837,135.00	( 62,699.73)	101.3

PUBLIC WORKS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXP	PENDED	PCNT
	P.W. ADMINISTRATION						
001-4330-430-10-01	REGULAR WAGES	.00	244,591.18	230,377.00	(	14,214.18)	106.2
001-4330-430-10-05	ACCRUED PAYROLL	.00	( 5,857.60)	.00		5,857.60	.0
001-4330-430-11-01	OVERTIME	.00	869.65	.00	(	869.65)	.0
001-4330-430-16-00	CITY RETIREMENT	.00	11,801.76	10,286.00	(	1,515.76)	114.7
001-4330-430-20-01	FICA/MEDICARE	.00	18,474.83	16,680.00	(	1,794.83)	110.8
001-4330-430-21-01	HEALTH/LIFE INSURANCE	.00	37,476.00	43,656.00		6,180.00	85.8
001-4330-430-21-05	DENTAL INSURANCE	.00	2,520.00	3,360.00		840.00	75.0
001-4330-430-21-06	WORKMENS COMPENSATION	.00	7,328.12	8,440.00		1,111.88	86.8
001-4330-430-21-07	UNEMPLOYMENT	.00	490.75	505.00		14.25	97.2
001-4330-430-30-04	COMPUTER/SOFWARE SERVICES	.00	3,600.00	578.00	(	3,022.00)	622.8
001-4330-430-30-19	INSURANCE & BONDS	.00	13,458.03	13,249.00	(	209.03)	101.6
001-4330-430-30-24	RECORDING	.00	.00	250.00		250.00	.0
001-4330-430-30-31	G.I.S. MAPPING	.00	3,935.00	6,500.00		2,565.00	60.5
001-4330-430-30-34	EMPLOYEE LICENSES/TESTING	.00	156.88	400.00		243.12	39.2
001-4330-430-30-90	CONTRACT SERVICES-OTHER	.00	22,821.75	26,250.00		3,428.25	86.9
001-4330-430-40-00	TRAVEL & TRAINING	.00	10,164.72	20,000.00		9,835.28	50.8
001-4330-430-42-01	TELEPHONE	.00	1,684.98	3,150.00		1,465.02	53.5
001-4330-430-44-00	OFFICE SUPPLIES	.00	1,833.22	2,730.00		896.78	67.2
001-4330-430-45-07	CLOTHING ALLOWANCE	.00	1,731.99	2,000.00		268.01	86.6
001-4330-430-45-12	SAFETY PROGRAM	.00	1,468.67	3,150.00		1,681.33	46.6
001-4330-430-46-02	OTHER REPAIR & MAINT	.00	9,375.59	105.00	(	9,270.59)	8929.1
001-4330-430-49-03	ADVERTISING	.00	156.17	2,100.00		1,943.83	7.4
001-4330-430-50-00	MEMBERSHIP & DUES	.00	1,177.50	400.00	(	777.50)	294.4
001-4330-430-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	630.00		630.00	.0
	TOTAL P.W. ADMINISTRATION	.00	389,259.19	394,796.00		5,536.81	98.6

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	UI	NEXPENDED	PCNT
	STREETS & UTILITIES							
001-4332-432-10-01	REGULAR WAGES	.00		335,661.19	283,208.00	(	52,453.19)	118.5
001-4332-432-10-05	ACCRUED PAYROLL	.00	(	7,733.38)	.00		7,733.38	.0
001-4332-432-11-01	OVERTIME	.00	•	9,560.16	5,717.00	(	3,843.16)	167.2
001-4332-432-16-00	CITY RETIREMENT	.00		16,530.54	13,614.00	(	2,916.54)	121.4
001-4332-432-20-01	FICA/MEDICARE	.00		25,516.08	21,018.00	(	4,498.08)	121.4
001-4332-432-21-01	HEALTH/LIFE INSURANCE	.00		108,876.96	90,045.00	(	18,831.96)	120.9
001-4332-432-21-05	DENTAL INSURANCE	.00		4,897.56	4,746.00	(	151.56)	103.2
001-4332-432-21-06	WORKMENS COMPENSATION	.00		28,355.56	27,508.00	(	847.56)	103.1
001-4332-432-21-07	UNEMPLOYMENT	.00		596.08	591.00	(	5.08)	100.9
001-4332-432-30-11	SOLID WASTE DISPOSAL	.00		8,523.58	10,000.00	`	1,476.42	85.2
001-4332-432-30-18	WEED CUTTING/SPRAYING	.00		814.35	8,200.00		7,385.65	9.9
001-4332-432-30-19	INSURANCE & BONDS	.00		35,438.15	30,830.00	(	4,608.15)	115.0
001-4332-432-30-34	EMPLOYEE LICENSES/TESTING	.00		1,182.52	4,500.00		3,317.48	26.3
001-4332-432-30-90	OTHER CONTRACTUAL SERVICES	.00		4,680.00	5,000.00		320.00	93.6
001-4332-432-40-00	TRAVEL & TRAINING	.00		210.00	2,500.00		2,290.00	8.4
001-4332-432-42-01	TELEPHONE	.00		4,823.46	4,410.00	(	413.46)	109.4
001-4332-432-45-07	CLOTHING ALLOWANCE	.00		4,069.41	8,500.00		4,430.59	47.9
001-4332-432-45-10	OPERATING SUPPLIES	.00		2,221.87	4,000.00		1,778.13	55.6
001-4332-432-45-18	STREET REPAIR SUPPLIES	.00		30,423.39	25,000.00	(	5,423.39)	121.7
001-4332-432-46-02	OTHER REPAIR & MAINT	.00		410.59	1,000.00		589.41	41.1
001-4332-432-51-00	PUBLICATION/SUBSCRIPTION	.00		.00	200.00		200.00	.0
001-4332-432-52-00	EQUIPMENT RENTALS	.00		.00	200.00		200.00	.0
001-4332-432-59-19	CITY-WIDE CLEANUP	.00		498.00	.00	(	498.00)	.0
001-4332-432-62-06	CHRISTMAS DECORATIONS	.00		4,107.24	5,000.00		892.76	82.1
	TOTAL STREETS & UTILITIES	.00		619,663.31	555,787.00	(	63,876.31)	111.5
	TRAFFIC SERVICES							
001-4333-433-30-90	OTHER CONTRACTUAL SERVICES	.00		43,982.33	46,779.00		2,796.67	94.0
001-4333-433-43-01	ELECTRIC	.00		149,834.49	135,000.00	(	14,834.49)	111.0
001-4333-433-45-02	SIGN SUPPLIES	.00		15,429.02	15,500.00		70.98	99.5
001-4333-433-45-03	PAINT SUPPLIES	.00		9,633.08	15,000.00		5,366.92	64.2
001-4333-433-46-02	OTHER REPAIR & MAINT	.00		1,518.65	4,500.00		2,981.35	33.8
	TOTAL TRAFFIC SERVICES	.00		220,397.57	216,779.00	(	3,618.57)	101.7
	SNOW & ICE REMOVAL							
001-4334-434-10-05	ACCRUED PAYROLL	.00	(	302.17)	.00		302.17	.0
001-4334-434-11-01	OVERTIME	.00	`	1,760.68	.00	(	1,760.68)	.0
001-4334-434-20-01	FICA/MEDICARE	.00		130.70	.00	(	130.70)	.0
001-4334-434-21-01	HEALTH/LIFE INSURANCE	.00		319.18	.00	(	319.18)	.0
001-4334-434-21-05	DENTAL INSURANCE	.00		14.42	.00	(	14.42)	.0
001-4334-434-30-34	SNOW REMOVAL	.00		.00	200.00	,	200.00	.0
001-4334-434-30-90	CONTRACTUAL SERVICES	.00		.00	10,000.00		10,000.00	.0
001-4334-434-45-10	OPERATING SUPPLIES	.00		23,688.92	30,000.00		6,311.08	79.0
	TOTAL SNOW & ICE REMOVAL	.00		25,611.73	40,200.00		14,588.27	63.7

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	U	INEXPENDED	PCNT
	STREET CLEANING							
001-4335-435-10-01	REGULAR WAGES	.00		103,241.59	90,474.00	(	12,767.59)	114.1
001-4335-435-10-05	ACCRUED PAYROLL	.00		3,438.66)	.00	(	3,438.66	.0
001-4335-435-11-01	OVERTIME	.00	•	2,203.25	950.00	(	1,253.25)	231.9
001-4335-435-16-00	CITY RETIREMENT	.00		5,075.95	5,456.00	`	380.05	93.0
001-4335-435-20-01	FICA/MEDICARE	.00		7,913.66	6,400.00	(	1,513.66)	123.7
001-4335-435-21-01	HEALTH INSURANCE PREMIUM	.00		37,349.50	28,000.00	(	9,349.50)	133.4
001-4335-435-21-05	DENTAL INSURANCE	.00		1,680.00	1,680.00	`	.00	100.0
001-4335-435-21-06	WORKMENS COMPENSATION	.00		11,103.62	5,544.00	(	5,559.62)	200.3
001-4335-435-21-07	UNEMPLOYMENT	.00		376.57	297.00	(	79.57)	126.8
001-4335-435-30-19	INSURANCE & BONDS	.00		1,599.91	1,575.00	(	24.91)	101.6
001-4335-435-30-34	EMPLOYEE LICENSES/TESTING	.00		57.92	368.00	`	310.08	15.7
001-4335-435-45-07	CLOTHING ALLOWANCE	.00		1,294.87	1,000.00	(	294.87)	129.5
001-4335-435-45-10	OPERATING SUPPLIES	.00		23,180.79	10,000.00	<u>(</u>	13,180.79)	231.8
	TOTAL STREET CLEANING	.00		191,638.97	151,744.00	(	39,894.97)	126.3
	TOTAL PUBLIC WORKS	.00		1,446,570.77	1,359,306.00	(	87,264.77)	106.4
	ADMINISTRATION			-				
001-4550-459-10-01	REGULAR WAGES	.00		124,550.40	114,646.00	(	9,904.40)	108.6
001-4550-459-10-05	ACCRUED PAYROLL	.00		5,006.40)	.00	(	5,006.40	.0
001-4550-459-16-00	CITY RETIREMENT	.00	•	6,227.52	6,300.00		72.48	98.9
001-4550-459-20-01	FICA/MEDICARE	.00		9,298.24	6,117.00	(	3,181.24)	152.0
001-4550-459-21-01	HEALTH/LIFE INSURANCE	.00		18,672.00	19,207.00	`	535.00	97.2
001-4550-459-21-05	DENTAL INSURANCE	.00		840.00	840.00		.00	100.0
001-4550-459-21-06	WORKMENS COMPENSATION	.00		11,297.28	1,000.00	(	10,297.28)	
001-4550-459-21-07	UNEMPLOYMENT	.00		249.10	229.00	(	20.10)	108.8
001-4550-459-30-19	INSURANCE & BONDS	.00		961.41	946.00	(	15.41)	101.6
001-4550-459-30-90	CONTRACT SERVICES-OTHER	.00		148.00	.00	(	148.00)	.0
001-4550-459-40-00	TRAVEL & TRAINING	.00		1,800.90	3,500.00	•	1,699.10	51.5
001-4550-459-42-01	TELEPHONE	.00		.00	840.00		840.00	.0
001-4550-459-44-00	OFFICE SUPPLIES	.00		910.73	250.00	(	660.73)	364.3
001-4550-459-45-07	CLOTHING ALLOWANCE	.00		.00	400.00		400.00	.0
001-4550-459-45-10	OPERATING SUPPLIES-OTHER	.00		60.74	500.00		439.26	12.2
001-4550-459-48-00	PRINTING	.00		.00	300.00		300.00	.0
001-4550-459-50-00	MEMBERSHIP & DUES	.00		2,349.93	2,425.00		75.07	96.9
001-4550-459-51-00	PUBLICATION/SUBSCRIPTION	.00		63.00	.00		63.00)	.0
	TOTAL ADMINISTRATION	.00		172,422.85	157,500.00	(	14,922.85)	109.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	AQUATICS					
001-4551-451-10-01	REGULAR WAGES	.00	140,198.01	181,650.00	41,451.99	77.2
001-4551-451-10-05	ACCRUED PAYROLL	.00	( 1,320.95)	.00	1,320.95	.0
001-4551-451-11-01	OVERTIME	.00	3,896.83	6,000.00	2,103.17	65.0
001-4551-451-16-00	CITY RETIREMENT	.00	2,055.58	1,470.00	( 585.58)	139.8
001-4551-451-20-01	FICA/MEDICARE	.00	10,975.85	9,500.00	( 1,475.85)	
001-4551-451-21-01	HEALTH/LIFE INSURANCE	.00	11,399.46	7,683.00	( 3,716.46)	
001-4551-451-21-05	DENTAL INSURANCE	.00	646.98	450.00	( 196.98)	
001-4551-451-21-06	WORKMENS COMPENSATION	.00	4,321.45	2,950.00	( 1,371.45)	
001-4551-451-21-07	UNEMPLOYMENT	.00	288.16	330.00	41.84	87.3
001-4551-451-30-19	INSURANCE & BONDS	.00	9,287.53	9,094.00	( 193.53)	
001-4551-451-30-90	CONTRACT SERVICES - OTHER	.00	2,425.50	3,000.00	574.50	80.9
001-4551-451-40-00	TRAVEL & TRAINING	.00	1,019.36	2,000.00	980.64	51.0
001-4551-451-42-01	TELEPHONE	.00	540.82	600.00	59.18	90.1
001-4551-451-43-01	ELECTRIC	.00	13,609.73	10,000.00	( 3,609.73)	
001-4551-451-43-02	SEWER	.00	1,545.00	1,200.00	( 345.00)	
001-4551-451-43-03	GAS	.00	2,389.29	6,500.00	4,110.71	36.8
001-4551-451-43-04	REFUSE	.00	6,632.05	2,000.00	( 4,632.05)	
001-4551-451-43-05	WATER	.00	601.09	250.00	( 351.09)	
001-4551-451-44-00	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
001-4551-451-45-02	SIGN & PAINT SUPPLIES	.00	4,503.28	1,200.00	( 3,303.28)	
001-4551-451-45-06	CHEMICALS & LAB	.00	311.21	.00	( 311.21)	
001-4551-451-45-07	CLOTHING ALLOWANCE	.00	2,277.18	2,500.00	222.82	91.1
001-4551-451-45-10	OPERATING SUPPLIES-OTHER	.00	8,021.51	6,500.00	( 1,521.51)	
001-4551-451-45-23	CONCESSION	.00	8,147.41	6,500.00	( 1,647.41)	125.3
001-4551-451-46-02	OTHER REPAIR & MAINT	.00	150,820.66	152,423.00	1,602.34	99.0
001-4551-451-48-90	PRINTING-OTHER	.00	504.00	1,000.00	496.00	50.4
001-4551-451-49-03	ADVERTISING-OTHER	.00	108.24	500.00	391.76	21.7
	TOTAL AQUATICS	.00	385,205.23	416,300.00	31,094.77	92.5
	GOLF COURSE ADMIN					
001-4552-452-30-05	GOLF PRO SERVICES	.00	48,774.00	46,000.00	( 2,774.00)	106.0
001-4552-452-30-07	CREDIT CARD CHARGES	.00	.00	7,000.00	7,000.00	.0
001-4552-452-30-19	INSURANCE & BONDS	.00	2,616.51	2,575.00	( 41.51)	101.6
001-4552-452-32-90	MAINT CONTRACTS-OTHER	.00	1,438.93	1,500.00	61.07	95.9
001-4552-452-42-01	TELEPHONE	.00	.00	850.00	850.00	.0
001-4552-452-43-02	SEWER	.00	2,425.00	900.00	( 1,525.00)	269.4
001-4552-452-43-04	REFUSE	.00	2,964.00	1,800.00	( 1,164.00)	164.7
001-4552-452-43-05	WATER	.00	2,646.10	2,000.00	( 646.10)	132.3
001-4552-452-45-10	OPERATING SUPPLIES-OTHER	.00	461.33	1,000.00	538.67	46.1
001-4552-452-46-02	OTHER REPAIR & MAINT	.00	739.48	2,500.00	1,760.52	29.6
001-4552-452-48-90	PRINTING-OTHER	.00	.00	500.00	500.00	.0
001-4552-452-49-03	ADVERTISING-OTHER	.00	12,137.25	22,000.00	9,862.75	55.2
	TOTAL GOLF COURSE ADMIN	.00	74,202.60	88,625.00	14,422.40	83.7

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	UI	NEXPENDED	PCNT
	GOLF COURSE MAINTENANCE							
001-4553-453-10-01	REGULAR WAGES	.00		273,315.97	205,000.00	(	68,315.97)	133.3
001-4553-453-10-05	ACCRUED PAYROLL	.00	(	3,037.20)	.00		3,037.20	.0
001-4553-453-10-10	EMPLOYEE INCENTIVES	.00		.00	400.00		400.00	.0
001-4553-453-11-01	OVERTIME	.00		1,037.01	2,000.00		962.99	51.9
001-4553-453-16-00	CITY RETIREMENT	.00		7,656.04	7,837.00		180.96	97.7
001-4553-453-20-01	FICA/MEDICARE	.00		20,426.44	16,402.00	(	4,024.44)	124.5
001-4553-453-21-01	HEALTH/LIFE INSURANCE	.00		46,702.00	46,979.00		277.00	99.4
001-4553-453-21-05	DENTAL INSURANCE	.00		2,240.00	2,520.00		280.00	88.9
001-4553-453-21-06	WORKMENS COMPENSATION	.00		5,259.51	5,850.00		590.49	89.9
001-4553-453-21-07	UNEMPLOYMENT	.00		548.71	615.00		66.29	89.2
001-4553-453-30-19	INSURANCE & BONDS	.00		2,599.37	2,195.00	(	404.37)	118.4
001-4553-453-30-26	MVI IRRIGATION WATER	.00		3,850.00	5,205.00		1,355.00	74.0
001-4553-453-30-34	EMPLOYEE LICENSES/TESTING	.00		703.10	1,050.00		346.90	67.0
001-4553-453-30-37	G.C. MAINTENANCE - SOLAR LEASE	.00		7,159.00	3,913.00	(	3,246.00)	183.0
001-4553-453-30-90	CONTRACT SERVICES-OTHER	.00		1,200.00	750.00	(	450.00)	160.0
001-4553-453-32-90	MAINT CONTRACTS - OTHER	.00		7,317.95	9,470.00		2,152.05	77.3
001-4553-453-40-00	TRAVEL & TRAINING	.00		6,289.05	8,500.00		2,210.95	74.0
001-4553-453-42-01	TELEPHONE	.00		1,898.64	2,825.00		926.36	67.2
001-4553-453-43-01	ELECTRIC	.00		17,258.83	19,550.00		2,291.17	88.3
001-4553-453-43-02	SEWER	.00		589.00	444.00	(	145.00)	132.7
001-4553-453-43-03	GAS	.00		913.39	700.00	(	213.39)	130.5
001-4553-453-43-04	REFUSE	.00		2,964.00	3,000.00		36.00	98.8
001-4553-453-43-05	WATER	.00		1,275.92	3,500.00		2,224.08	36.5
001-4553-453-45-01	PLANTS & TREES	.00		.00	2,500.00		2,500.00	.0
001-4553-453-45-02	SIGN & PAINT SUPPLIES	.00		.00	1,000.00		1,000.00	.0
001-4553-453-45-07	CLOTHING ALLOWANCE	.00		457.33	2,000.00		1,542.67	22.9
001-4553-453-45-10	OPERATING SUPPLIES-OTHER	.00		16,003.39	30,000.00		13,996.61	53.3
001-4553-453-45-16	VEH REPAIR & MAINTENANCE	.00		11,147.03	13,000.00		1,852.97	85.8
001-4553-453-46-02	OTHER REPAIR & MAINT	.00		1,413.64	3,500.00		2,086.36	40.4
001-4553-453-47-02	FUEL	.00		1,362.08	.00	(	1,362.08)	.0
001-4553-453-49-03	ADVERTISING-OTHER	.00		31.67	250.00		218.33	12.7
001-4553-453-50-00	MEMBERSHIP & DUES	.00		820.00	1,000.00		180.00	82.0
	TOTAL GOLF COURSE MAINTENANCE	.00		439,401.87	401,955.00	(	37,446.87)	109.3

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	U	NEXPENDED	PCNT
	<u>CITY PARKS</u>							
001-4554-454-10-01	REGULAR WAGES	.00		368,303.88	354,000.00	(	14,303.88)	104.0
001-4554-454-10-02	REIMBURSED WAGES	.00	(	1,236.28)	.00		1,236.28	.0
001-4554-454-10-05	ACCRUED PAYROLL	.00	(	4,157.65)	.00		4,157.65	.0
001-4554-454-11-01	REGULAR OVERTIME	.00		3,809.25	4,500.00		690.75	84.7
001-4554-454-16-00	CITY RETIREMENT	.00		9,735.20	8,903.00	(	832.20)	109.4
001-4554-454-20-01	FICA/MEDICARE	.00		27,955.65	21,000.00	(	6,955.65)	133.1
001-4554-454-21-01	HEALTH/LIFE INSURANCE	.00		63,796.00	80,000.00		16,204.00	79.8
001-4554-454-21-05	DENTAL INSURANCE	.00		2,870.00	2,200.00	(	670.00)	130.5
001-4554-454-21-06	WORKMENS COMPENSATION	.00		21,575.54	7,800.00	(	13,775.54)	276.6
001-4554-454-21-07	UNEMPLOYMENT	.00		578.37	800.00		221.63	72.3
001-4554-454-30-19	INSURANCE & BONDS	.00		13,473.52	12,965.00	(	508.52)	103.9
001-4554-454-30-26	MVI IRRIGATION WATER	.00		8,777.00	5,000.00	(	3,777.00)	175.5
001-4554-454-30-34	EMPLOYEE LICENSES/TESTING	.00		762.68	775.00		12.32	98.4
001-4554-454-30-44	TREE TRIMMING	.00		24.95	.00	(	24.95)	.0
001-4554-454-30-90	CONTRACT SERVICES-OTHER	.00		6,490.00	24,500.00		18,010.00	26.5
001-4554-454-32-90	MAINT CONTRACTS - OTHER	.00		79,714.24	66,500.00	(	13,214.24)	119.9
001-4554-454-40-00	TRAVEL & TRAINING	.00		722.95	13,000.00		12,277.05	5.6
001-4554-454-42-01	TELEPHONE	.00		1,810.08	3,531.00		1,720.92	51.3
001-4554-454-43-01	ELECTRIC	.00		31,706.28	35,000.00		3,293.72	90.6
001-4554-454-43-02	SEWER	.00		4,199.00	4,500.00		301.00	93.3
001-4554-454-43-03	GAS	.00		1,274.12	1,500.00		225.88	84.9
001-4554-454-43-04	REFUSE	.00		17,873.63	14,000.00	(	3,873.63)	127.7
001-4554-454-43-05	WATER	.00		33,411.22	40,000.00		6,588.78	83.5
001-4554-454-45-01	PLANTS & TREES	.00		5,948.01	20,000.00		14,051.99	29.7
001-4554-454-45-02	SIGN & PAINT SUPPLIES	.00		7,573.42	9,500.00		1,926.58	79.7
001-4554-454-45-06	CHEMICALS & LAB	.00		1,247.55	17,000.00		15,752.45	7.3
001-4554-454-45-07	CLOTHING ALLOWANCE	.00		391.89	2,400.00		2,008.11	16.3
001-4554-454-45-10	OPERATING SUPPLIES-OTHER	.00		85,730.58	64,000.00	(	21,730.58)	134.0
001-4554-454-45-16	VEH REPAIR & MAINTENANCE	.00		246.28	12,000.00		11,753.72	2.1
001-4554-454-46-02	OTHER REPAIR & MAINT	.00		28,363.03	47,500.00		19,136.97	59.7
001-4554-454-49-03	ADVERTISING-OTHER	.00		203.32	250.00		46.68	81.3
001-4554-454-50-00	MEMBERSHIP & DUES	.00		.00	300.00		300.00	.0
001-4554-454-52-00	EQUIPMENT RENTALS	.00		.00	1,500.00		1,500.00	.0
001-4554-454-62-07	L.TAX BEAUTIFICATION	.00		17,752.75	36,750.00		18,997.25	48.3
001-4554-454-63-10	CAPITAL OUTLAY	.00		221,317.98	230,601.00		9,283.02	96.0
	TOTAL CITY PARKS	.00		1,062,244.44	1,142,275.00		80,030.56	93.0

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	UNEXPENDED		PCNT
	RECREATION							
001-4555-455-10-01	REGULAR WAGES	.00	1	177,864.79	219,800.00		41,935.21	80.9
001-4555-455-10-05	ACCRUED PAYROLL	.00			.00		2,242.27	.0
001-4555-455-11-01	OVERTIME	.00	,	7,982.44	1,500.00	(	6,482.44)	532.2
001-4555-455-16-00	CITY RETIREMENT	.00	)	2,321.92	2,086.00	(	235.92)	111.3
001-4555-455-20-01	FICA/MEDICARE	.00	)	14,100.32	8,040.00	(	6,060.32)	175.4
001-4555-455-21-01	HEALTH/LIFE INSURANCE	.00	)	18,694.00	29,197.00		10,503.00	64.0
001-4555-455-21-05	DENTAL INSURANCE	.00	)	840.00	840.00		.00	100.0
001-4555-455-21-06	WORKMENS COMPENSATION	.00	)	3,325.35	2,000.00	(	1,325.35)	166.3
001-4555-455-21-07	UNEMPLOYMENT	.00	)	371.76	302.00	(	69.76)	123.1
001-4555-455-30-19	INSURANCE & BONDS	.00	)	2,999.33	2,955.00	(	44.33)	101.5
001-4555-455-30-55	FACILITY USE	.00	)	.00	1,000.00		1,000.00	.0
001-4555-455-30-90	CONTRACT SERVICES-OTHER	.00	)	7,513.74	35,000.00		27,486.26	21.5
001-4555-455-40-00	TRAVEL & TRAINING	.00	)	442.20	4,500.00		4,057.80	9.8
001-4555-455-42-01	TELEPHONE	.00	)	910.00	840.00	(	70.00)	108.3
001-4555-455-44-00	OFFICE SUPPLIES	.00	)	294.98	250.00	(	44.98)	118.0
001-4555-455-45-07	CLOTHING ALLOWANCE	.00	)	916.50	1,500.00		583.50	61.1
001-4555-455-45-10	OPERATING SUPPLIES-OTHER	.00	)	15,232.36	10,000.00	(	5,232.36)	152.3
001-4555-455-46-02	OTHER REPAIR & MAINT	.00	)	30.28	800.00		769.72	3.8
001-4555-455-49-03	ADVERTISING-OTHER	.00	)	.00	1,500.00		1,500.00	.0
001-4555-455-50-00	MEMBERSHIP & DUES	.00	)	492.33	450.00	(	42.33)	109.4
001-4555-455-51-00	PUBLICATION/SUBSCRIPTION	.00		39.98	.00	(	39.98)	.0
	TOTAL RECREATION	.00		252,130.01	322,560.00		70,429.99	78.2
	TOTAL ALL 56	.00		.00	.00		.00	.0
	TOTAL CAPITAL PROJECTS	.00		.00	.00		.00	.0
	TOTAL PARKS & RECREATION	.00		2,385,607.00	2,529,215.00		143,608.00	94.3
	PLANNING & ZONING DEPT							

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UI	NEXPENDED	PCNT
	PLANNING & ZONING DEPT						
001-4661-409-10-01	REGULAR WAGES	.00	392,556.25	337,754.00	(	54,802.25)	116.2
001-4661-409-10-05	ACCRUED PAYROLL	.00	( 7,233.20)	.00	`	7,233.20	.0
001-4661-409-11-01	OVERTIME	.00	.00	1,050.00		1,050.00	.0
001-4661-409-16-00	CITY RETIREMENT	.00	18,384.12	13,531.00	(	4,853.12)	135.9
001-4661-409-20-01	FICA/MEDICARE	.00	29,126.45	20,511.00	(	8,615.45)	142.0
001-4661-409-21-01	HEALTH/LIFE INSURANCE	.00	84,155.95	57,715.00	(	26,440.95)	145.8
001-4661-409-21-05	DENTAL INSURANCE	.00	3,780.00	4,200.00		420.00	90.0
001-4661-409-21-06	WORKMENS COMPENSATION	.00	7,417.34	4,725.00	(	2,692.34)	157.0
001-4661-409-21-07	UNEMPLOYMENT	.00	785.25	769.00	(	16.25)	102.1
001-4661-409-30-03	ABATEMENT/DANGEROUS BLDGS	.00	595.00	1,500.00		905.00	39.7
001-4661-409-30-04	COMPUTER/SOFWARE SERVICES	.00	13,099.88	16,460.00		3,360.12	79.6
001-4661-409-30-19	INSURANCE & BONDS	.00	2,738.12	2,695.00	(	43.12)	101.6
001-4661-409-30-24	RECORDING	.00	98.42	750.00		651.58	13.1
001-4661-409-30-34	EMPLOYEE LICENSES/TESTING	.00	678.51	750.00		71.49	90.5
001-4661-409-30-90	CONTRACT SERVICES-OTHER	.00	176,459.56	318,150.00		141,690.44	55.5
001-4661-409-40-00	TRAVEL & TRAINING	.00	12,004.19	12,000.00	(	4.19)	100.0
001-4661-409-42-01	TELEPHONE	.00	4,949.80	4,000.00	(	949.80)	123.8
001-4661-409-44-00	OFFICE SUPPLIES	.00	2,920.41	2,500.00	(	420.41)	116.8
001-4661-409-45-07	CLOTHING ALLOWANCE	.00	781.13	800.00		18.87	97.6
001-4661-409-45-10	OPERATING SUPPLIES	.00	2,149.58	2,800.00		650.42	76.8
001-4661-409-45-33	PUBLIC OUTREACH	.00	8,161.14	1,200.00	(	6,961.14)	680.1
001-4661-409-49-03	ADVERTISING	.00	2,246.72	4,100.00		1,853.28	54.8
001-4661-409-49-05	LAND USE CODE REVISIONS	.00	1,443.95	4,500.00		3,056.05	32.1
001-4661-409-49-06	BUILDING CODE	.00	.00	200.00		200.00	.0
001-4661-409-50-00	MEMBERSHIP & DUES	.00	621.89	1,900.00		1,278.11	32.7
001-4661-409-51-00	PUBLICATION/SUBSCRIPTION	.00	429.20	250.00	(	179.20)	171.7
	TOTAL PLANNING & ZONING DEPT	.00	758,349.66	814,810.00		56,460.34	93.1
	TOTAL PLANNING & ZONING DEPT	.00	758,349.66	814,810.00		56,460.34	93.1
	CITYWIDE OPERATIONS						
	INTERNAL OPERATION EXP						
001-9899-989-46-08	EQUIPMENT REPAIR-INTERNAL	.00	199,247.75	.00	(	199,247.75)	.0
001-9899-989-46-09	FLEET FUEL COSTS	.00	116,027.39	.00	(	116,027.39)	.0
001-9899-989-90-12	DISPATCH SERVICES	.00	334,768.00	.00		334,768.00)	.0
	TOTAL INTERNAL OPERATION EXP	.00	650,043.14	.00	(	650,043.14)	.0
	TOTAL CITYWIDE OPERATIONS	.00	650,043.14	.00	(	650,043.14)	.0
	TOTAL FUND EXPENDITURES	.00	15,356,616.11	14,531,918.00	(	824,698.11)	105.7
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	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	.00	247,818.73	1,241,868.00	994,049.27	20.0

### LODGERS TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
005-0000-311-12-03	LODGERS TAX	.00	258,295.08	232,750.00	( 25,545.08)	111.0
000-0000-011-12-00	LODGERG IAX		230,293.00		( 25,545.00)	
	TOTAL TAXES	.00	258,295.08	232,750.00	( 25,545.08)	111.0
	TOTAL FUND REVENUE	.00	258,295.08	232,750.00	( 25,545.08)	111.0

### LODGERS TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENT					
	CITY COUNCIL_					
005-4010-400-30-07	CREDIT CARD CHARGES	.00	148.36	324.00	175.64	45.8
005-4010-400-30-12	MV COUNTRY-TOURISM CONTRACT	.00	206,954.40	186,200.00	( 20,754.40)	111.2
005-4010-400-90-01	GENERAL FUND - BEAUTIFICATION	.00	.00	36,750.00	36,750.00	.0
005-4010-400-90-10	TRANSFER TO GENERAL FUND	.00	.00	9,476.00	9,476.00	.0
	TOTAL CITY COUNCIL	.00	207,102.76	232,750.00	25,647.24	89.0
	TOTAL GENERAL GOVERNMENT	.00	207,102.76	232,750.00	25,647.24	89.0
	TOTAL FUND EXPENDITURES	.00	207,102.76	232,750.00	25,647.24	89.0
	NET REVENUE OVER EXPENDITURES	.00	51,192.32	.00	( 51,192.32)	.0

### SHOP FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
101-0000-367-39-00	SALES TO OTHER FUNDS	.00	187,509.41	218,564.00	31,054.59	85.8
101-0000-367-39-01	SALES TO OTHER FUNDS - REPAIRS	.00	279,122.46	254,590.00	( 24,532.46)	109.6
101-0000-367-40-00	BUILDING OVERHEAD	.00	.00	5,120.00	5,120.00	.0
	TOTAL REVENUE	.00	466,631.87	478,274.00	11,642.13	97.6
	TOTAL FUND REVENUE	.00	466,631.87	478,274.00	11,642.13	97.6

### SHOP FUND

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	UI	NEXPENDED	PCNT
	GENERAL SERVICES							
	SHOP							
101-4110-616-10-01	REGULAR WAGES	.00		326,536.93	285,908.00	(	40,628.93)	114.2
101-4110-616-10-05	ACCRUED PAYROLL	.00	(	8,948.80)	.00		8,948.80	.0
101-4110-616-11-01	OVERTIME	.00		96.38	.00	(	96.38)	.0
101-4110-616-16-00	CITY RETIREMENT	.00		15,247.37	14,296.00	(	951.37)	106.7
101-4110-616-20-01	FICA/MEDICARE	.00		24,372.10	22,128.00	(	2,244.10)	110.1
101-4110-616-21-01	HEALTH/LIFE INSURANCE	.00		87,169.00	97,335.00		10,166.00	89.6
101-4110-616-21-05	DENTAL INSURANCE	.00		4,130.00	4,410.00		280.00	93.7
101-4110-616-21-06	WORKMENS COMPENSATION	.00		14,960.21	7,434.00	(	7,526.21)	201.2
101-4110-616-21-07	UNEMPLOYMENT	.00		653.26	858.00		204.74	76.1
101-4110-616-30-04	COMPUTER/SOFWARE SERVICES	.00		5,500.00	5,000.00	(	500.00)	110.0
101-4110-616-30-19	INSURANCE & BONDS	.00		5,149.87	5,109.00	(	40.87)	100.8
101-4110-616-30-34	EMPLOYEE LICENSES/TESTING	.00		772.61	500.00	(	272.61)	154.5
101-4110-616-30-90	CONTRACT SERVICES-OTHER	.00		1,993.62	7,500.00		5,506.38	26.6
101-4110-616-32-90	MAINT CONTRACTS-OTHER	.00		949.60	9,000.00		8,050.40	10.6
101-4110-616-40-00	TRAVEL & TRAINING	.00		2,134.73	6,000.00		3,865.27	35.6
101-4110-616-42-01	TELEPHONE	.00		2,520.00	1,080.00	(	1,440.00)	233.3
101-4110-616-43-02	SEWER	.00		152.00	.00	(	152.00)	.0
101-4110-616-43-04	REFUSE	.00		379.50	.00	(	379.50)	.0
101-4110-616-43-05	WATER	.00		160.85	.00	(	160.85)	.0
101-4110-616-44-00	OFFICE SUPPLIES	.00		995.72	500.00	(	495.72)	199.1
101-4110-616-45-04	OIL	.00		11,756.47	12,500.00		743.53	94.1
101-4110-616-45-05	TIRES	.00		37,662.60	25,000.00	(	12,662.60)	150.7
101-4110-616-45-07	CLOTHING ALLOWANCE	.00		1,460.66	2,500.00		1,039.34	58.4
101-4110-616-45-10	OPERATING SUPPLIES-OTHER	.00		3,345.46	5,000.00		1,654.54	66.9
101-4110-616-45-16	VEH REPAIR & MAINTENANCE	.00		56,402.67	98,000.00		41,597.33	57.6
101-4110-616-46-02	OTHER REPAIR & MAINT	.00		6,451.41	16,500.00		10,048.59	39.1
101-4110-616-47-02	FUEL & OIL	.00		209,731.85	245,000.00		35,268.15	85.6
101-4110-616-90-01	GENERAL FUND	.00		.00	44,377.00		44,377.00	.0
101-4110-617-32-01	JANITORIAL SERVICES	.00		23,400.00	25,740.00		2,340.00	90.9
101-4110-617-32-90	MAINT CONTRACTS-OTHER	.00		9,383.64	8,500.00	(	883.64)	110.4
101-4110-617-42-01	TELEPHONE	.00		1,032.40	1,200.00		167.60	86.0
101-4110-617-42-03	POSTAGE	.00		1,717.43	3,000.00		1,282.57	57.3
101-4110-617-43-01	ELECTRIC	.00		42,889.89	35,040.00	(	7,849.89)	122.4
101-4110-617-43-02	SEWER	.00		1,330.00	1,675.00		345.00	79.4
101-4110-617-43-03	GAS	.00		12,010.13	18,000.00		5,989.87	66.7
101-4110-617-43-04	REFUSE	.00		4,174.50	4,100.00	(	74.50)	101.8
101-4110-617-43-05	WATER	.00		3,929.13	4,501.00		571.87	87.3
101-4110-617-44-00	OFFICE SUPPLIES	.00		945.48	1,000.00		54.52	94.6
101-4110-617-45-10	OPERATING SUPPLIES	.00		6,450.26	5,000.00	(	1,450.26)	129.0
101-4110-617-45-22	COPIER EXPENSE	.00		9,122.11	9,000.00	(	122.11)	101.4
101-4110-617-46-02	OTHER REPAIR & MAINT	.00	_	3,514.44	2,500.00		1,014.44)	140.6
	TOTAL SHOP	.00		931,635.48	1,035,191.00		103,555.52	90.0
	TOTAL GENERAL SERVICES	.00		931,635.48	1,035,191.00		103,555.52	90.0

### SHOP FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	.00	931,635.48	1,035,191.00	103,555.52	90.0
NET REVENUE OVER EXPENDITURES	.00	( 465,003.61)	( 556,917.00)	( 91,913.39)	( 83.5)

### TECHNOLOGY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
105-0000-333-18-00	CITY-WIDE COMPUTER	.00	.00	12,000.00	12,000.00	.0
	TOTAL SOURCES 333	.00	.00	12,000.00	12,000.00	.0
	COMPUTER SERVICES					
105-0000-336-10-00	CORTEZ FIRE PROTECTION DI	.00	33,000.00	32,000.00	( 1,000.00)	103.1
	TOTAL COMPUTER SERVICES	.00	33,000.00	32,000.00	( 1,000.00)	103.1
	REVENUE					
105-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00	1,140.50	.00	( 1,140.50)	.0
105-0000-367-18-00	SALE OF EQUIPMENT	.00	.00	25,000.00	25,000.00	.0
	TOTAL REVENUE	.00	1,140.50	25,000.00	23,859.50	4.6
	TOTAL FUND REVENUE	.00	34,140.50	69,000.00	34,859.50	49.5

### TECHNOLOGY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENT					
	IT DEPARTMENT					
105-4015-615-10-01	REGULAR WAGES	.00	282,245.78	299,667.00	17,421.22	94.2
105-4015-615-10-05	ACCRUED PAYROLL	.00	( 6,006.94)	.00	6,006.94	.0
105-4015-615-11-01	REGULAR OVERTIME	.00	13,061.67	5,700.00	( 7,361.67)	229.2
105-4015-615-16-00	CITY RETIREMENT	.00	13,812.47	14,037.00	224.53	98.4
105-4015-615-20-01	FICA/MEDICARE	.00	21,988.66	13,327.00	( 8,661.66)	165.0
105-4015-615-21-01	HEALTH/LIFE INSURANCE	.00	80,923.00	93,360.00	12,437.00	86.7
105-4015-615-21-05	DENTAL INSURANCE	.00	3,710.00	2,520.00	( 1,190.00)	147.2
105-4015-615-21-06	WORKMENS COMPENSATION	.00	3,119.58	1,000.00	( 2,119.58)	312.0
105-4015-615-21-07	UNEMPLOYMENT	.00	590.50	525.00	( 65.50)	112.5
105-4015-615-30-19	INSURANCE & BONDS	.00	1,366.43	1,345.00	( 21.43)	101.6
105-4015-615-30-34	EMPLOYEE LICENSES/TESTING	.00	63.50	200.00	136.50	31.8
105-4015-615-30-57	E-WASTE	.00	32.25	1,000.00	967.75	3.2
105-4015-615-30-90	COMPUTER MAINT CONTRACTS	.00	238,117.15	268,040.00	29,922.85	88.8
105-4015-615-30-91	IT EQUIPMENT	.00	19,169.72	32,475.00	13,305.28	59.0
105-4015-615-40-00	TRAVEL & TRAINING	.00	9,660.44	5,000.00	( 4,660.44)	193.2
105-4015-615-42-01	TELEPHONE	.00	8,013.57	.00	( 8,013.57)	.0
105-4015-615-45-10	OPERATING SUPPLIES	.00	2,355.64	.00	( 2,355.64)	.0
105-4015-615-46-05	OTHER SOFTWARE MAINTENANC	.00	88,793.14	80,680.00	( 8,113.14)	110.1
105-4015-615-51-00	PUBLICATION/SUBSCRIPTION	.00	352.38	.00	( 352.38)	.0
105-4015-615-60-11	CAPITAL PROJECTS	.00	43,347.03	45,000.00	1,652.97	96.3
105-4015-015-00-11	CAPITAL PROJECTS		43,347.03	43,000.00	1,032.97	90.3
	TOTAL IT DEPARTMENT	.00	824,715.97	863,876.00	39,160.03	95.5
	TOTAL FIBER NETWORK	.00	.00	.00	.00	.0
	NETWORK SERVICES					
105-4019-581-32-90	MAINT. CONTRACTS - OTHER	.00	118,615.89	113,000.00	( 5,615.89)	105.0
105-4019-581-42-06	CITY-WIDE T-1 LINE	.00	4,876.47	.00	( 4,876.47)	.0
105-4019-581-46-02	OTHER REPAIR & MAINT	.00	2,063.53	4,000.00	1,936.47	51.6
105-4019-581-46-03	EQUIPMENT REPLACEMENTS	.00	58,152.46	52,588.00	( 5,564.46)	110.6
	TOTAL NETWORK SERVICES	.00	183,708.35	169,588.00	( 14,120.35)	108.3
	TOTAL GENERAL GOVERNMENT	.00	1,008,424.32	1,033,464.00	25,039.68	97.6
	TOTAL FUND EXPENDITURES	.00	1,008,424.32	1,033,464.00	25,039.68	97.6
	NET REVENUE OVER EXPENDITURES	.00	( 974,283.82)	( 964,464.00)	9,819.82	(101.0)

### STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
301-0000-311-12-01	SALES TAX	.00	1,797,871.18	1,800,000.00	2,128.82	99.9
	TOTAL TAXES	.00	1,797,871.18	1,800,000.00	2,128.82	99.9
	SOURCES 332					
301-0000-332-11-00	SNOW REMOVAL CONTRACT	.00	.00	15,000.00	15,000.00	.0
	TOTAL SOURCES 332	.00	.00	15,000.00	15,000.00	.0
	INTEREST					
301-0000-361-20-00	INVESTMENT	.00	92,731.33	.00	( 92,731.33)	.0
	TOTAL INTEREST	.00	92,731.33	.00	( 92,731.33)	.0
	REVENUE					
301-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00	.00	762,263.00	762,263.00	.0
301-0000-367-25-00	SIDEWALK COST SHARE	.00	16,460.19	95,000.00	78,539.81	17.3
	TOTAL REVENUE	.00	16,460.19	857,263.00	840,802.81	1.9
	TOTAL FUND REVENUE	.00	1,907,062.70	2,672,263.00	765,200.30	71.4

### STREET IMPROVEMENT FUND

		PERIOD ACTUAL		/TD ACTUAL	BUDGET	UI	NEXPENDED	PCNT
	PUBLIC WORKS							
	CAPITAL PROJECTS							
301-4355-432-10-01	REGULAR WAGES	.00		269,147.08	260,810.00	(	8,337.08)	103.2
301-4355-432-10-05	ACCRUED PAYROLL	.00	(	5,430.80)	.00		5,430.80	.0
301-4355-432-11-01	OVERTIME	.00		3,167.64	5,000.00		1,832.36	63.4
301-4355-432-16-00	CITY RETIREMENT	.00		13,216.96	10,926.00	(	2,290.96)	121.0
301-4355-432-20-01	FICA/MEDICARE	.00		20,335.24	16,928.00	(	3,407.24)	120.1
301-4355-432-21-01	HEALTH/LIFE INSURANCE	.00		71,587.00	31,972.00	(	39,615.00)	223.9
301-4355-432-21-05	DENTAL INSURANCE	.00		3,290.00	1,512.00	(	1,778.00)	217.6
301-4355-432-21-06	WORKMENS COMPENSATION	.00		2,819.47	3,000.00		180.53	94.0
301-4355-432-21-07	UNEMPLOYMENT	.00		544.69	339.00	(	205.69)	160.7
301-4355-432-30-04	COMPUTER/SOFTWARE SERVICE	.00		.00	1,785.00	•	1,785.00	.0
301-4355-432-30-05	CREA VENDOR FEES	.00		34,653.28	30,000.00	(	4,653.28)	115.5
301-4355-432-30-07	CREDIT CARD CHARGES	.00		1,049.83	3,200.00		2,150.17	32.8
301-4355-432-30-19	INSURANCE & BONDS	.00		.00	1,250.00		1,250.00	.0
301-4355-432-30-90	OTHER CONTRACTUAL SERVICES	.00		5,726.94	6,000.00		273.06	95.5
301-4355-432-45-07	CLOTHING ALLOWANCE	.00		405.00	.00	(	405.00)	.0
301-4355-432-60-00	CAPITAL PROJECTS	.00		159,680.00	159,680.00		.00	100.0
301-4355-432-60-01	STREET IMPROVEMENTS	.00		958,026.80	1,138,791.00		180,764.20	84.1
301-4355-432-60-04	CURB & GUTTER REPLACEMENT	.00		92,361.47	90,000.00	(	2,361.47)	102.6
301-4355-432-60-09	CONCRETE	.00		100,260.76	115,387.00		15,126.24	86.9
301-4355-432-60-10	NEW CONSTRUCTION	.00		539,733.35	493,420.00	(	46,313.35)	109.4
301-4355-432-60-45	STORM DRAIN	.00		122,400.00	122,400.00	•	.00	100.0
301-4355-432-61-42	DOWNTOWN IMPROVEMENTS	.00		94,628.00	94,628.00		.00	100.0
301-4355-432-90-01	GENERAL FUND	.00		308,762.55	.00	(	308,762.55)	.0
	TOTAL CAPITAL PROJECTS	.00		2,796,365.26	2,587,028.00	(	209,337.26)	108.1
	TOTAL PUBLIC WORKS	.00		2,796,365.26	2,587,028.00		209,337.26)	108.1
	. S. A. L. S. S. L. WONNE			2,700,000.20	2,007,020.00			
	TOTAL FUND EXPENDITURES	.00		2,796,365.26	2,587,028.00	(	209,337.26)	108.1
	NET REVENUE OVER EXPENDITURES	.00	(	889,302.56)	85,235.00		974,537.56	(1043.

### HEALTH INSURANCE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERNAL SERVICE CHGS					
302-0000-371-35-00	HEALTH INSURANCE PREMIUMS	.00	2,565,806.00	2,362,673.00	( 203,133.00)	108.6
302-0000-371-40-00	EMPLOYEE PAYROLL TRANSFER	.00	236,255.79	194,628.00	( 41,627.79)	121.4
302-0000-371-41-00	DELTA DENTAL TRANSFER	.00	119,560.00	113,040.00	( 6,520.00)	105.8
	TOTAL INTERNAL SERVICE CHGS	.00	2,921,621.79	2,670,341.00	( 251,280.79)	109.4
	REVENUE					
302-0000-372-18-00	COBRA REVENUE	.00	2,510.37	500.00	( 2,010.37)	502.1
	TOTAL REVENUE	.00	2,510.37	500.00	( 2,010.37)	502.1
	TOTAL FUND REVENUE	.00	2,924,132.16	2,670,841.00	( 253,291.16)	109.5

### HEALTH INSURANCE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HEALTH INSURANCE CLAIMS					
	CITY MANAGER					
302-5314-539-21-01	HEALTH/LIFE INSURANCE	.00	700,286.52	616,992.00	( 83,294.52)	113.5
302-5314-539-21-05	DENTAL INSURANCE	.00	103,007.13	102,312.00	( 695.13)	
302-5314-539-21-09	COBRA EXPENDITURES	.00	138.76	.00	( 138.76)	
302-5314-539-21-10	HSA MATCH	.00	27,000.00	45,000.00	18,000.00	60.0
302-5314-539-23-01	CLAIMS EXPENSE	.00	1,674,712.01	1,905,780.00	231,067.99	87.9
	TOTAL CITY MANAGER	.00	2,505,144.42	2,670,084.00	164,939.58	93.8
	TOTAL HEALTH INSURANCE CLAIMS	.00	2,505,144.42	2,670,084.00	164,939.58	93.8
	TOTAL FUND EXPENDITURES	.00	2,505,144.42	2,670,084.00	164,939.58	93.8
	NET REVENUE OVER EXPENDITURES	.00	418,987.74	757.00	( 418,230.74)	55348.

## **EQUIPMENT FUND**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
304-0000-311-12-01	SALES TAX	.00	446,558.61	436,740.00	( 9,818.61)	102.3
	TOTAL TAXES	.00	446,558.61	436,740.00	( 9,818.61)	102.3
	INTEREST					
304-0000-361-20-00	INVESTMENT	.00	86,678.61	16,155.00	( 70,523.61)	536.5
	TOTAL INTEREST	.00	86,678.61	16,155.00	( 70,523.61)	536.5
	REVENUE					
304-0000-367-18-00	SALE OF EQUIPMENT	.00	.00	25,000.00	25,000.00	.0
304-0000-367-18-01	SURPLUS AUCTION	.00	13,062.00	.00	( 13,062.00)	
	TOTAL REVENUE	.00	13,062.00	25,000.00	11,938.00	52.3
	TOTAL FUND REVENUE	.00	546,299.22	477,895.00	( 68,404.22)	114.3

## **EQUIPMENT FUND**

		PERIOD ACTUAL YTD ACTUAL		BUDGET	UNEXPENDED	PCNT
	GENERAL SERVICES					
	SHOP					
304-4110-516-30-05	CREA VENDOR FEES	.00	8,607.24	.00	( 8,607.24)	.0
304-4110-516-30-07	CREDIT CARD CHARGES	.00	260.73	.00	( 260.73)	.0
304-4110-516-30-90	VEHICLES & EQUIPMENT	.00	464,789.71	476,471.00	11,681.29	97.6
304-4110-516-59-00	MISCELLANEOUS	.00	41.79	.00	( 41.79)	.0
	TOTAL SHOP	.00	473,699.47	476,471.00	2,771.53	99.4
	TOTAL GENERAL SERVICES	.00	473,699.47	476,471.00	2,771.53	99.4
	TOTAL FUND EXPENDITURES	.00	473,699.47	476,471.00	2,771.53	99.4
	NET REVENUE OVER EXPENDITURES	.00	72,599.75	1,424.00	( 71,175.75)	5098.3

## AIRPORT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STATE/COLO					
401-0000-332-16-00	FUEL	.00	27,050.46	20,000.00	( 7,050.46)	135.3
	TOTAL STATE/COLO	.00	27,050.46	20,000.00	( 7,050.46)	135.3
	AIRPORT					
401-0000-363-11-00	AIRLINES	.00	32,410.58	50,000.00	17,589.42	64.8
401-0000-363-11-01	LANDING FEES	.00	61,330.72	55,000.00	( 6,330.72)	111.5
401-0000-363-11-02	RENT	.00	8,838.03	10,000.00	1,161.97	88.4
401-0000-363-11-08	PASSENGER FACILITY CHG	.00	600.00	.00	( 600.00)	.0
401-0000-363-12-02	FUEL TAX	.00	32,114.52	32,117.00	2.48	100.0
401-0000-363-13-00	CAR RENTAL	.00	5,079.01	16,000.00	10,920.99	31.7
401-0000-363-15-00	CORPORATE	.00	54,840.55	55,000.00	159.45	99.7
401-0000-363-16-00	CONCESSIONS	.00	432.83	300.00	( 132.83)	144.3
	TOTAL AIRPORT	.00	195,646.24	218,417.00	22,770.76	89.6
	REVENUE					
401-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00	2,373.00	.00	( 2,373.00)	.0
	TOTAL REVENUE	.00	2,373.00	.00	( 2,373.00)	.0
	GRANTS					
401-0000-368-21-00	FEDERAL GRANTS	.00	556,792.40	2,301,875.00	1,745,082.60	24.2
	TOTAL GRANTS	.00	556,792.40	2,301,875.00	1,745,082.60	24.2
	TOTAL FUND REVENUE	.00	781,862.10	2,540,292.00	1,758,429.90	30.8
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## AIRPORT FUND

		PERIOD ACTUAL	Y	TD ACTUAL -	BUDGET	UNEXPENDED		PCNT
	ENTERPRISE							
	AIRPORT							
401-5819-588-10-01	REGULAR WAGES	.00		184,203.42	174,177.00	(	10,026.42)	105.8
401-5819-588-10-05	ACCRUED PAYROLL	.00	(	3,471.60)	.00	`	3,471.60	.0
401-5819-588-11-01	OVERTIME	.00	`	1,083.90	12,000.00		10,916.10	9.0
401-5819-588-16-00	CITY RETIREMENT	.00		9,102.32	6,037.00	(	3,065.32)	150.8
401-5819-588-20-01	FICA/MEDICARE	.00		12,703.79	8,112.00	(	4,591.79)	156.6
401-5819-588-21-01	HEALTH/LIFE INSURANCE	.00		56,016.00	37,296.00	(	18,720.00)	150.2
401-5819-588-21-05	DENTAL INSURANCE	.00		2,520.00	1,680.00	(	840.00)	150.0
401-5819-588-21-06	WORKMENS COMPENSATION	.00		5,321.85	4,000.00	(	1,321.85)	133.1
401-5819-588-21-07	UNEMPLOYMENT	.00		370.47	304.00	(	66.47)	121.9
401-5819-588-30-19	INSURANCE & BONDS	.00		14,837.55	11,475.00	(	3,362.55)	129.3
401-5819-588-30-37	SOLAR LEASE	.00		13,418.00	6,800.00	(	6,618.00)	197.3
401-5819-588-30-90	CONTRACT SERVICES-OTHER	.00		522,467.29	20,000.00	(	502,467.29)	2612.3
401-5819-588-30-93	EQUIPMENT EXPENSE	.00		.00	75,000.00		75,000.00	.0
401-5819-588-32-90	MAINT CONTRACTS-OTHER	.00		9,278.27	50,000.00		40,721.73	18.6
401-5819-588-40-00	TRAVEL & TRAINING	.00		1,894.18	8,000.00		6,105.82	23.7
401-5819-588-42-01	TELEPHONE	.00		1,680.00	2,374.00		694.00	70.8
401-5819-588-42-03	POSTAGE	.00		212.43	.00	(	212.43)	.0
401-5819-588-43-01	ELECTRIC	.00		9,424.97	10,500.00		1,075.03	89.8
401-5819-588-43-03	GAS	.00		5,126.83	3,500.00	(	1,626.83)	146.5
401-5819-588-43-04	REFUSE	.00		549.00	550.00		1.00	99.8
401-5819-588-43-05	WATER	.00		1,328.55	1,500.00		171.45	88.6
401-5819-588-44-00	OFFICE SUPPLIES	.00		332.77	800.00		467.23	41.6
401-5819-588-45-07	CLOTHING ALLOWANCE	.00		2,413.37	2,500.00		86.63	96.5
401-5819-588-45-10	OPERATING SUPPLIES	.00		13,683.93	8,500.00	(	5,183.93)	161.0
401-5819-588-46-02	OTHER REPAIR & MAINT	.00		1,563.31	.00	(	1,563.31)	.0
401-5819-588-46-03	GROUNDS & RUNWAY	.00		19,758.97	20,000.00		241.03	98.8
401-5819-588-46-08	EQUIPMENT REPAIR-INTERNAL	.00		8,056.35	10,000.00		1,943.65	80.6
401-5819-588-46-09	FLEET FUEL COSTS	.00		5,862.03	4,000.00	(	1,862.03)	146.6
401-5819-588-49-03	SPECIAL EVENTS & MARKETING	.00		3,288.65	5,000.00		1,711.35	65.8
401-5819-588-50-00	MEMBERSHIP & DUES	.00		550.00	1,500.00		950.00	36.7
401-5819-588-51-00	PUBLICATION/SUBSCRIPTION	.00		.00	600.00		600.00	.0
401-5819-588-60-00	CAPITAL PROJECTS	.00		2,084,910.95	1,692,125.00	(	392,785.95)	123.2
401-5819-588-91-00	DEPRECIATION EXPENSE	.00		.00	241,981.00		241,981.00	.0
	TOTAL AIRPORT	.00		2,988,487.55	2,420,311.00	(	568,176.55)	123.5
	TOTAL ENTERPRISE	.00		2,988,487.55	2,420,311.00	(	568,176.55)	123.5
	TOTAL FUND EXPENDITURES	.00		2,988,487.55	2,420,311.00	(	568,176.55)	123.5
	NET REVENUE OVER EXPENDITURES	.00	(	2,206,625.45)	119,981.00		2,326,606.45	(1839.

## DISPATCH FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
402-0000-333-21-00	E-911 AUTHORITY	.00	.00	85,000.00	85,000.00	.0
	TOTAL SOURCES 333	.00	.00	85,000.00	85,000.00	.0
	USER FEES					
402-0000-348-10-01	MONTEZUMA COUNTY SHERIFF	.00	289,275.00	289,275.00	.00	100.0
402-0000-348-10-02	CITY OF CORTEZ	.00	334,768.00	334,768.00	.00	100.0
402-0000-348-10-03	CORTEZ FIRE DEPARTMENT	.00	52,175.00	52,175.00	.00	100.0
402-0000-348-10-04	MANCOS FIRE DEPARTMENT	.00	8,248.00	8,248.00	.00	100.0
402-0000-348-10-05	DOLORES FIRE DEPARTMENT	.00	8,248.00	8,248.00	.00	100.0
402-0000-348-10-06	LEWIS-ARRIOLA FIRE DEPT	.00	8,248.00	8,248.00	.00	100.0
402-0000-348-10-07	PLEASANT VIEW FIRE DEPT	.00	8,248.00	8,248.00	.00	100.0
402-0000-348-10-11	MANCOS MARSHALL	.00	31,225.00	31,225.00	.00	100.0
402-0000-348-10-12	DOLORES COUNTY	.00	8,248.00	8,248.00	.00	100.0
402-0000-348-10-14	MESA VERDE NATIONAL PARK	.00	8,248.00	8,248.00	.00	100.0
402-0000-348-15-00	SW MEMORIAL HOSPITAL	.00	67,917.00	67,917.00	.00	100.0
	TOTAL USER FEES		824,848.00	824,848.00	.00	100.0
	TOTAL FUND REVENUE	.00	824,848.00	909,848.00	85,000.00	90.7

## DISPATCH FUND

		PERIOD ACTUAL	. <u>-</u>	YTD ACTUAL	ACTUAL BUDGET		NEXPENDED	PCNT
	PUBLIC SAFETY							
	POLICE SUPPORT SERVICES							
402-4222-422-10-01	REGULAR WAGES	.00		665,222.03	525,498.00	(	139,724.03)	126.6
402-4222-422-10-05	ACCRUED PAYROLL	.00	(	13,689.70)	.00		13,689.70	.0
402-4222-422-11-01	OVERTIME	.00		23,650.19	37,015.00		13,364.81	63.9
402-4222-422-16-00	CITY RETIREMENT	.00		32,303.17	30,994.00	(	1,309.17)	104.2
402-4222-422-20-01	FICA/MEDICARE	.00		49,752.41	42,600.00	(	7,152.41)	116.8
402-4222-422-21-01	HEALTH/LIFE INSURANCE	.00		210,247.00	183,806.00	(	26,441.00)	114.4
402-4222-422-21-05	DENTAL INSURANCE	.00		9,590.00	8,680.00	(	910.00)	110.5
402-4222-422-21-06	WORKMENS COMPENSATION	.00		4,215.03	1,000.00	(	3,215.03)	421.5
402-4222-422-21-07	UNEMPLOYMENT	.00		1,377.90	1,937.00		559.10	71.1
402-4222-422-30-34	EMPLOYEE LICENSES/TESTING	.00		900.00	1,760.00		860.00	51.1
402-4222-422-30-90	CONTRACT SERVICES-OTHER	.00		2,375.67	2,589.00		213.33	91.8
402-4222-422-32-90	MAINT CONTRACTS-OTHER	.00		395.00	3,250.00		2,855.00	12.2
402-4222-422-40-00	TRAVEL/TRAINING	.00		10,473.75	12,000.00		1,526.25	87.3
402-4222-422-42-01	TELEPHONE	.00		2,085.72	2,200.00		114.28	94.8
402-4222-422-44-00	OFFICE SUPPLIES	.00		2,516.34	3,250.00		733.66	77.4
402-4222-422-45-07	CLOTHING ALLOWANCE	.00		1,791.00	2,000.00		209.00	89.6
402-4222-422-45-10	OPERATING SUPPLIES-OTHER	.00		3,220.31	5,400.00		2,179.69	59.6
402-4222-422-46-02	OTHER REPAIR & MAINT	.00		1,674.14	.00	(	1,674.14)	.0
402-4222-422-46-10	COMPUTER MAINTENANCE	.00		952.55	5,000.00		4,047.45	19.1
402-4222-422-50-00	MEMBERSHIP & DUES	.00		11,574.96	22,375.00		10,800.04	51.7
402-4222-422-91-00	DEPRECIATION EXPENSE	.00		.00	27,466.00		27,466.00	.0
	TOTAL POLICE SUPPORT SERVICES	.00		1,020,627.47	918,820.00	(	101,807.47)	111.1
	TOTAL PUBLIC SAFETY	.00		1,020,627.47	918,820.00	(	101,807.47)	111.1
	TOTAL FUND EXPENDITURES	.00	_	1,020,627.47	918,820.00	(	101,807.47)	111.1
	NET REVENUE OVER EXPENDITURES	.00	(	195,779.47)	( 8,972.00)		186,807.47	(2182.

TAXES  405-0000-311-12-01 SALES TAX  500 1.946,239.18 1.931,896.00 ( 14.343.18) 100.7  TOTAL TAXES  00 1.946,239.18 1.931,896.00 ( 14.343.18) 100.7  SERVICES  5ERVICES  409-0000-341-16-00 CONCESSIONS  00 9.00 850.00 850.00 9.00 9.00 9.00 9.00 9.00 9.00 9.00			PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL TAXES		TAXES					
SERVICES	403-0000-311-12-01	SALES TAX	.00	1,946,239.18	1,931,896.00	( 14,343.18)	100.7
M30-0000-341-16-00   CONCESSIONS   0.0   0.0   850.00   850.00   9.667   91.1		TOTAL TAXES	.00	1,946,239.18	1,931,896.00	( 14,343.18)	100.7
RECREATION PROGRAMS   0.0   9,563.33   10,500.00   936.67   91.1		SERVICES					
RECREATION PROGRAMS   0.0   9,563.33   10,500.00   936.67   91.1	400 0000 044 40 00		00	00	050.00	050.00	
TOTAL SERVICES   .00   9,563.33   11,350.00   1,786.67   84.3							
FEES  403-0000-344-11-03 HEALTHWAYS/SILVER SNEAKER	100 0000 011 21 00	NESKE MISH THOSI VIIII					
M03-0000-344-11-03   HeALTHWAYS/SILVER SNEAKER   .00   56,958.00   61,901.00   4,943.00   92.0   100,000-344-14-01   RAQUETBALL   .00   180.00   .00		TOTAL SERVICES	.00	9,563.33	11,350.00	1,786.67	84.3
A03-0000-344-14-01   RAQUETBALL   0.00   180.00   0.00		FEES					
A03-0000-344-14-01   RAQUETBALL   0.00   180.00   0.00	403-0000-344-11-03	HEALTHWAYS/SILVER SNEAKER	00	56 958 00	61 901 00	4 943 00	92.0
MISC REC ACTIVITIES   .00   .00   .00   .3,000.00   .00							
FEES  403-0000-346-20-00 PASSES/ADMISSION	403-0000-344-15-00						
### ### ### ### ### ### ### ### ### ##		TOTAL FEES	.00	57,138.00	64,901.00	7,763.00	88.0
403-0000-346-20-01       GENERAL ADMISSION       .00       105,287.88       132,854.00       27,566.12       79.3         403-0000-346-20-02       MERCHANDISE       .00       2,467.81       2,200.00       (267.81)       112.2         403-0000-347-17-00       CHARGES       .00       363,168.53       364,294.00       1,125.47       99.7         403-0000-347-17-00       FACILITY USE FEE       .00       15,192.50       12,000.00       (3,192.50)       126.6         INTEREST       403-0000-361-20-00       INVESTMENT       .00       191,431.30       36,825.00       (154,606.30)       519.8         403-0000-361-20-03       CHANGE IN MARKET VALUE       .00       22,338.21       .00       22,338.21       .00       22,338.21       .00		FEES					
403-0000-346-20-01       GENERAL ADMISSION       .00       105,287.88       132,854.00       27,566.12       79.3         403-0000-346-20-02       MERCHANDISE       .00       2,467.81       2,200.00       (267.81)       112.2         403-0000-347-17-00       CHARGES       .00       363,168.53       364,294.00       1,125.47       99.7         403-0000-347-17-00       FACILITY USE FEE       .00       15,192.50       12,000.00       (3,192.50)       126.6         INTEREST       403-0000-361-20-00       INVESTMENT       .00       191,431.30       36,825.00       (154,606.30)       519.8         403-0000-361-20-03       CHANGE IN MARKET VALUE       .00       22,338.21       .00       22,338.21       .00       22,338.21       .00	403 0000 346 20 00	DASSES/ADMISSION	00	255 412 94	220 240 00	( 26 172 84)	111 /
MERCHANDISE   .00   2,467.81   2,200.00   267.81   112.2     TOTAL FEES   .00   363,168.53   364,294.00   1,125.47   99.7     CHARGES   .00   15,192.50   12,000.00   (3,192.50)   126.6     TOTAL CHARGES   .00   15,192.50   12,000.00   (3,192.50)   126.6     TOTAL CHARGES   .00   15,192.50   12,000.00   (3,192.50)   126.6     MITEREST   .00   191,431.30   36,825.00   (154,606.30)   519.8     403-0000-361-20-00   INVESTMENT   .00   22,338.21   .00   22,338.21   .00							
CHARGES  403-0000-347-17-00 FACILITY USE FEE  .00 15,192.50 12,000.00 ( 3,192.50) 126.6  TOTAL CHARGES  .00 15,192.50 12,000.00 ( 3,192.50) 126.6  INTEREST  403-0000-361-20-00 INVESTMENT  .00 191,431.30 36,825.00 ( 154,606.30) 519.8  403-0000-361-20-03 CHANGE IN MARKET VALUE  .00 22,338.21 .00 ( 22,338.21) .0							
403-0000-347-17-00 FACILITY USE FEE00 15,192.50 12,000.00 ( 3,192.50) 126.6  TOTAL CHARGES00 15,192.50 12,000.00 ( 3,192.50) 126.6  INTEREST  403-0000-361-20-00 INVESTMENT00 191,431.30 36,825.00 ( 154,606.30) 519.8 403-0000-361-20-03 CHANGE IN MARKET VALUE00 22,338.2100 ( 22,338.21)0		TOTAL FEES	.00	363,168.53	364,294.00	1,125.47	99.7
403-0000-347-17-00 FACILITY USE FEE00 15,192.50 12,000.00 ( 3,192.50) 126.6  TOTAL CHARGES00 15,192.50 12,000.00 ( 3,192.50) 126.6  INTEREST  403-0000-361-20-00 INVESTMENT00 191,431.30 36,825.00 ( 154,606.30) 519.8 403-0000-361-20-03 CHANGE IN MARKET VALUE00 22,338.2100 ( 22,338.21)0		CHARGES					
TOTAL CHARGES .00 15,192.50 12,000.00 ( 3,192.50) 126.6  INTEREST  403-0000-361-20-00 INVESTMENT .00 191,431.30 36,825.00 ( 154,606.30) 519.8 403-0000-361-20-03 CHANGE IN MARKET VALUE .00 22,338.21 .00 ( 22,338.21) .0							
INTEREST  403-0000-361-20-00 INVESTMENT  403-0000-361-20-03 CHANGE IN MARKET VALUE  .00 191,431.30 36,825.00 ( 154,606.30) 519.8 22,338.21 .00 ( 22,338.21) .0	403-0000-347-17-00	FACILITY USE FEE	.00	15,192.50	12,000.00	( 3,192.50)	126.6
403-0000-361-20-00 INVESTMENT .00 191,431.30 36,825.00 ( 154,606.30) 519.8 403-0000-361-20-03 CHANGE IN MARKET VALUE .00 22,338.21 .00 ( 22,338.21) .00		TOTAL CHARGES	.00	15,192.50	12,000.00	( 3,192.50)	126.6
403-0000-361-20-03 CHANGE IN MARKET VALUE		INTEREST					
403-0000-361-20-03 CHANGE IN MARKET VALUE	403-0000-361-20-00	INVESTMENT	.00	191,431.30	36,825.00	( 154,606.30)	519.8
TOTAL INTEREST .00 213,769.51 36,825.00 ( 176,944.51) 580.5							
		TOTAL INTEREST	.00	213,769.51	36,825.00	( 176,944.51)	580.5

		PERIOD ACTUAL		YTD ACTUAL	CTUAL BUDGET		NEXPENDED	PCNT
	CASH							
403-0000-365-10-00	OVERAGE/SHORTAGE	.00	(	50.09)	.00		50.09	.0
	TOTAL CASH	.00	(	50.09)	.00		50.09	.0
	REVENUE							
403-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00		4,377.18	1,000.00	(	3,377.18)	437.7
	TOTAL REVENUE	.00		4,377.18	1,000.00	(	3,377.18)	437.7
	TOTAL FUND REVENUE	.00		2,609,398.14	2,422,266.00	(	187,132.14)	107.7

		PERIOD ACTUAL YTD ACTUAL		BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
				-		
	RECREATION CENTER					
403-4556-456-10-01	REGULAR WAGES	.00	742,423.25	1,126,890.00	384,466.75	65.9
403-4556-456-10-05	ACCRUED PAYROLL	.00	( 15,246.08	.00	15,246.08	.0
403-4556-456-11-01	REGULAR OVERTIME	.00	41,114.36	6,000.00	( 35,114.36)	685.2
403-4556-456-16-00	CITY RETIREMENT	.00	19,019.55	15,226.00	( 3,793.55)	124.9
403-4556-456-20-01	FICA/MEDICARE	.00	59,556.43	58,884.00	( 672.43)	101.1
403-4556-456-21-01	HEALTH/LIFE INSURANCE	.00	138,196.54	219,238.00	81,041.46	63.0
403-4556-456-21-05	DENTAL INSURANCE	.00	6,703.02	4,678.00	( 2,025.02)	143.3
403-4556-456-21-06	WORKMENS COMPENSATION	.00	4,175.60	6,090.00	1,914.40	68.6
403-4556-456-21-07	UNEMPLOYMENT	.00	1,567.22	2,335.00	767.78	67.1
403-4556-456-30-04	COMPUTER/SOFWARE SERVICES	.00	5,647.60	5,000.00	( 647.60)	113.0
403-4556-456-30-07	CREDIT CARD CHARGES	.00	11,912.50	10,000.00	( 1,912.50)	119.1
403-4556-456-30-19	INSURANCE & BONDS	.00	38,823.32	38,220.00	( 603.32)	101.6
403-4556-456-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	1,000.00	1,000.00	.0
403-4556-456-30-90	CONTRACT SERVICES-OTHER	.00	9,483.76	18,000.00	8,516.24	52.7
403-4556-456-32-90	MAINT CONTRACTS-OTHER	.00	1,231.00	2,000.00	769.00	61.6
403-4556-456-40-00	TRAVEL & TRAINING	.00	15,448.41	27,500.00	12,051.59	56.2
403-4556-456-42-01	TELEPHONE	.00	2,370.99	1,500.00	( 870.99)	158.1
403-4556-456-42-03	POSTAGE	.00	106.18	.00	( 106.18)	.0
403-4556-456-42-10	FIBER CHARGES	.00	10,824.96	10,825.00	.04	100.0
403-4556-456-43-01	ELECTRIC	.00	123,284.97	120,000.00	( 3,284.97)	102.7
403-4556-456-43-02	SEWER	.00	7,525.00	8,400.00	875.00	89.6
403-4556-456-43-03	GAS	.00	62,803.97	70,000.00	7,196.03	89.7
403-4556-456-43-04	REFUSE	.00	2,964.00		( 364.00)	114.0
403-4556-456-43-05	WATER	.00	4,146.87		253.13	94.3
403-4556-456-44-00	OFFICE SUPPLIES	.00	3,350.83		( 2,850.83)	670.2
403-4556-456-45-02	SIGN & PAINT SUPPLIES	.00	285.00		1,215.00	19.0
403-4556-456-45-06	CHEMICALS & LAB	.00	16,219.60		( 16,219.60)	.0
403-4556-456-45-07	CLOTHING ALLOWANCE	.00	6,394.29		( 2,394.29)	159.9
403-4556-456-45-10	OPERATING SUPPLIES-OTHER	.00	58,314.84		( 13,314.84)	129.6
403-4556-456-45-22	COPIER EXPENSE	.00	2,825.94		2,674.06	51.4
403-4556-456-45-23	CONCESSION	.00	1,277.81	4,000.00	2,722.19	32.0
403-4556-456-45-28		.00	2,717.72		( 717.72)	
403-4556-456-45-30	RECREATION	.00	22,360.77	.00	( 22,360.77)	.0
403-4556-456-46-02	OTHER REPAIR & MAINT	.00	233,006.86		( 112,246.86)	193.0
403-4556-456-46-10	COMPUTER MAINTENANCE	.00	2,717.22	•	48,282.78	5.3
403-4556-456-48-90	PRINTING-OTHER	.00	.00		500.00	.0
403-4556-456-49-03	ADVERTISING-OTHER	.00	609.20		9,390.80	6.1
403-4556-456-51-00	PUBLICATION/SUBSCRIPTION	.00	.00		45.00	.0
403-4556-456-55-00	SPECIAL EVENTS	.00	4,188.58		( 4,188.58)	.0
403-4556-456-91-00	DEPRECATION EXPENSE	.00	.00	239,325.00	239,325.00	
	TOTAL RECREATION CENTER	.00	1,648,352.08	2,242,916.00	594,563.92	73.5
	TOTAL PARKS & RECREATION	.00	1,648,352.08	2,242,916.00	594,563.92	73.5

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	.00	1,648,352.08	2,242,916.00	594,563.92	73.5
NET REVENUE OVER EXPENDITURES	.00	961,046.06	179,350.00	( 781,696.06)	535.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FEES					
410-0000-346-10-01	SALES METERED WATER	.00	4,031,094.06	3,497,237.00	( 533,857.06)	115.3
410-0000-346-10-02	BULK SALES	.00	35,728.50	56,276.00	20,547.50	63.5
410-0000-346-10-03	PENALTY CONNECT/DISCONNECT FEES	.00	( 9,073.25)	15,000.00	24,073.25	( 60.5) 105.3
410-0000-346-10-04 410-0000-346-10-05	WATER DEVELOPMENT FEES	.00	21,051.20 145,126.00	20,000.00 65,061.00	( 1,051.20) ( 80,065.00)	
410-0000-340-10-05	WATER DEVELOPMENT FEES		145,126.00	05,061.00	( 60,065.00)	
	TOTAL FEES	.00	4,223,926.51	3,653,574.00	( 570,352.51)	115.6
	INTEREST					
410-0000-361-20-00	INVESTMENT	.00	131,577.35	15,650.00	( 115,927.35)	840.8
	TOTAL INTEREST	.00	131,577.35	15,650.00	( 115,927.35)	840.8
	REVENUE					
410-0000-367-11-00	TOWAOC - TREATED WATER	.00	392,054.00	343,495.00	( 48,559.00)	114.1
410-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00	.00	193,522.00	193,522.00	.0
410-0000-367-32-00	CORTEZ SANITATION DIST.	.00	13,200.00	13,200.00	.00	100.0
	TOTAL REVENUE	.00	405,254.00	550,217.00	144,963.00	73.7
	GRANTS					
410-0000-368-02-11	STATE GRANTS	.00	15,475.00	.00	( 15,475.00)	.0
	TOTAL GRANTS	.00	15,475.00	.00	( 15,475.00)	.0
	TOTAL FUND REVENUE	.00	4,776,232.86	4,219,441.00	( 556,791.86)	113.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEX	KPENDED	PCNT
	ENTERPRISE						
	ADMINISTRATIVE						
410-5816-589-21-06	WORKMENS COMPENSATION	.00	2,819.47	.00	(	2,819.47)	.0
410-5816-589-30-07	CREDIT CARD CHARGES	.00	37,968.98	27,282.00	(	10,686.98)	139.2
410-5816-589-30-19	INSURANCE & BONDS	.00	196.88	194.00	(	2.88)	101.5
410-5816-589-30-21	MVI - O & M CHARGE	.00	.00	6,500.00		6,500.00	.0
410-5816-589-30-22	O & M DWCD	.00	2,049.00	13,000.00		10,951.00	15.8
410-5816-589-30-90	OTHER CONTRACTUAL SERVICES	.00	4,550.00	13,000.00		8,450.00	35.0
410-5816-589-40-00	TRAVEL & TRAINING	.00	690.91	7,000.00		6,309.09	9.9
410-5816-589-42-01	TELEPHONE	.00	.00	3,500.00		3,500.00	.0
410-5816-589-42-03	POSTAGE	.00	10,041.75	8,000.00	(	2,041.75)	125.5
410-5816-589-44-00	OFFICE SUPPLIES	.00.	134.90	.00	(	134.90)	.0
410-5816-589-45-10	OPERATING SUPPLIES	.00	172.24	200.00		27.76	86.1
410-5816-589-46-08	EQUIPMENT REPAIR-INTERNAL	.00	29,817.28	22,680.00	(	7,137.28)	131.5
410-5816-589-46-09	FLEET FUEL COSTS	.00	14,792.89	22,840.00		8,047.11	64.8
410-5816-589-50-00	MEMBERSHIP & DUES	.00	1,902.00	1,875.00	(	27.00)	101.4
410-5816-589-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	300.00		300.00	.0
410-5816-589-58-00	BAD DEBT EXPENSE	.00	6,535.68	.00	(	6,535.68)	.0
410-5816-589-59-00	MISCELLANEOUS	.00	272.36	.00		272.36)	.0
	TOTAL ADMINISTRATIVE	.00	111,944.34	126,371.00		14,426.66	88.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FILTRATION & TREATMENT					
410-5817-589-10-01	REGULAR WAGES	.00	307,032.65	330,902.00	23,869.35	92.8
410-5817-589-10-05	ACCRUED PAYROLL	.00	( 5,142.65)	.00	5,142.65	.0
410-5817-589-11-01	OVERTIME	.00	1,651.87	9,345.00	7,693.13	17.7
410-5817-589-16-00	CITY RETIREMENT	.00	14,623.98	12,654.00	( 1,969.98)	115.6
410-5817-589-20-01	FICA/MEDICARE	.00	22,610.53	18,364.00	( 4,246.53)	123.1
410-5817-589-21-01	HEALTH/LIFE INSURANCE	.00	91,809.50	74,592.00	( 17,217.50)	123.1
410-5817-589-21-05	DENTAL INSURANCE	.00	4,130.00	3,360.00	( 770.00)	122.9
410-5817-589-21-06	WORKMENS COMPENSATION	.00	9,534.59	4,725.00	( 4,809.59)	201.8
410-5817-589-21-07	UNEMPLOYMENT	.00	617.30	689.00	71.70	89.6
410-5817-589-30-10	WATER ANALYSIS	.00	9,861.10	13,000.00	3,138.90	75.9
410-5817-589-30-19	INSURANCE & BONDS	.00	75,621.59	74,445.00	( 1,176.59)	101.6
410-5817-589-30-34	EMPLOYEE LICENSES/TESTING	.00	487.85	500.00	12.15	97.6
410-5817-589-30-90	OTHER CONTRACTUAL SERVICES	.00	15,191.87	13,000.00	( 2,191.87)	116.9
410-5817-589-40-00	TRAVEL & TRAINING	.00	5,535.34	5,000.00	( 535.34)	110.7
410-5817-589-42-01	TELEPHONE	.00	4,049.34	7,520.00	3,470.66	53.9
410-5817-589-42-10	FIBER CHARGES	.00	10,824.96	10,825.00	.04	100.0
410-5817-589-43-01	ELECTRIC	.00	33,881.34	31,333.00	( 2,548.34)	108.1
410-5817-589-43-03	GAS	.00	9,986.10	13,200.00	3,213.90	75.7
410-5817-589-43-04	REFUSE	.00	732.00	850.00	118.00	86.1
410-5817-589-44-00	OFFICE SUPPLIES	.00	704.44	800.00	95.56	88.1
410-5817-589-45-06	CHEMICALS & LAB	.00	254,679.06	277,000.00	22,320.94	91.9
410-5817-589-45-07	CLOTHING ALLOWANCE	.00	2,744.40	3,500.00	755.60	78.4
410-5817-589-45-10	OPERATING SUPPLIES	.00	5,270.02	5,000.00	( 270.02)	105.4
410-5817-589-46-02	OTHER REPAIR & MAINT	.00	33,234.17	30,800.00	( 2,434.17)	107.9
410-5817-589-50-00	MEMBERSHIP & DUES	.00	.00	700.00	700.00	.0
410-5817-589-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	400.00	400.00	.0
410-5817-589-61-34	BACKWASH POND	.00	18,298.60	20,000.00	1,701.40	91.5
410-5817-589-91-00	DEPRECIATION EXPENSE	.00	.00	295,000.00	295,000.00	.0
	TOTAL FILTRATION & TREATMENT	.00	927,969.95	1,257,504.00	329,534.05	73.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRANSMISSION/DISTRIBUTION					
410-5818-589-10-01	REGULAR WAGES	.00	337,342.33	461,301.00	123,958.67	73.1
410-5818-589-10-05	ACCRUED PAYROLL	.00	( 8,559.02)	.00	8,559.02	.0
410-5818-589-10-10	EMPLOYEE INCENTIVES	.00	.00	300.00	300.00	.0
410-5818-589-11-01	OVERTIME	.00	5,760.72	16,025.00	10,264.28	36.0
410-5818-589-16-00	CITY RETIREMENT	.00	16,272.37	18,314.00	2,041.63	88.9
410-5818-589-20-01	FICA/MEDICARE	.00	25,307.27	23,368.00	( 1,939.27)	108.3
410-5818-589-21-01	HEALTH/LIFE INSURANCE	.00	93,270.86	139,860.00	46,589.14	66.7
410-5818-589-21-05	DENTAL INSURANCE	.00	5,308.02	6,300.00	991.98	84.3
410-5818-589-21-06	WORKMENS COMPENSATION	.00	14,972.45	9,553.00	( 5,419.45)	156.7
410-5818-589-21-07	UNEMPLOYMENT	.00	784.22	876.00	91.78	89.5
410-5818-589-30-04	COMPUTER/SOFTWARE SERVICE	.00	3,510.63	1,500.00	( 2,010.63)	234.0
410-5818-589-30-11	SOLID WASTE DISPOSAL	.00	.00	1,100.00	1,100.00	.0
410-5818-589-30-19	INSURANCE & BONDS	.00	6,013.87	4,982.00	( 1,031.87)	120.7
410-5818-589-30-34	EMPLOYEE LICENSES/TESTING	.00	1,737.51	1,100.00	( 637.51)	158.0
410-5818-589-30-90	OTHER CONTRACTUAL SERVICES	.00	8,714.61	7,000.00	( 1,714.61)	124.5
410-5818-589-40-00	TRAVEL & TRAINING	.00	5,494.64	5,000.00	( 494.64)	109.9
410-5818-589-42-01	TELEPHONE	.00	3,946.96	3,500.00	( 446.96)	112.8
410-5818-589-44-00	OFFICE SUPPLIES	.00	251.36	200.00	( 51.36)	125.7
410-5818-589-45-07	CLOTHING ALLOWANCE	.00	4,667.20	4,400.00	( 267.20)	106.1
410-5818-589-45-10	OPERATING SUPPLIES	.00	3,430.42	3,570.00	139.58	96.1
410-5818-589-45-17	LINE REPAIR	.00	26,313.35	40,000.00	13,686.65	65.8
410-5818-589-46-02	OTHER REPAIR & MAINT	.00	4,366.57	10,000.00	5,633.43	43.7
410-5818-589-50-00	MEMBERSHIP & DUES	.00	85.00	200.00	115.00	42.5
410-5818-589-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	300.00	300.00	.0
410-5818-589-52-00	EQUIPMENT RENTALS	.00	.00	350.00	350.00	.0
410-5818-589-91-10	DEPRECIATION EXPENSE	.00	.00	245,288.00	245,288.00	.0
410-3010-303-31-10	DEI REGIATION EXI ENGE			243,200.00		
	TOTAL TRANSMISSION/DISTRIBUTION	.00	558,991.34	1,004,387.00	445,395.66	55.7
	TOTAL AIRPORT	.00	.00	.00	.00	.0
	METER MAINTENANCE					
410-5820-589-30-34	EMPLOYEE LICENSES/TESTING	00	00	200.00	200.00	0
410-5820-589-32-90	MAINT. CONTRACTS - OTHER	.00 .00	.00 5,201.78	7,150.00	200.00 1,948.22	.0 72.8
410-5820-589-40-00	TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
410-5820-589-45-07						
410-5820-589-45-10	CLOTHING ALLOWANCE OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
	OTHER REPAIR & MAINT	.00 .00	2,322.96 2,446.35	3,000.00 2,820.00	677.04 373.65	77.4 86.8
410-3620-369-40-02	OTHER REPAIR & MAINT		<u> </u>	2,020.00		
	TOTAL METER MAINTENANCE	.00	9,971.09	14,670.00	4,698.91	68.0
	TOTAL ALL 21	.00	.00	.00	.00	.0
	DEBT RETIREMENT					
410-5822-589-70-28	GEN FUND INTEREST	.00	189,071.47	107 560 00	8,488.53	95.7
410-5822-589-70-29		.00		197,560.00		
+10-0022-009-70-29	GEN FUND PRINCIPAL	.00	149,949.15	141,461.00	( 8,488.15)	106.0
	TOTAL DEBT RETIREMENT	.00	339,020.62	339,021.00	.38	100.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL PROJECTS					
410-5855-589-60-06	WATER DISTRIBUTION IMP	.00	234,535.54	240,000.00	5,464.46	97.7
410-5855-589-60-07	TREATMENT PLANT	.00	291,904.04	533,522.00	241,617.96	54.7
410-5855-589-60-10	CAPITAL PROJECTS	.00	95,846.25	100,000.00	4,153.75	95.9
410-5855-589-61-47	CONSERVATION PROJECT	.00	35,220.45	50,000.00	14,779.55	70.4
410-5855-589-61-50	HYDRO INSPECTION/VALVE WORK	.00	.00	30,000.00	30,000.00	.0
410-5855-589-62-05	CAPITAL - TRUCKS	.00	315,077.36	374,580.00	59,502.64	84.1
	TOTAL CAPITAL PROJECTS	.00	972,583.64	1,328,102.00	355,518.36	73.2
	TOTAL ALL 60	.00	.00	.00	.00	.0
	TOTAL ENTERPRISE	.00	2,920,480.98	4,070,055.00	1,149,574.02	71.8
	TOTAL FUND EXPENDITURES	.00	2,920,480.98	4,070,055.00	1,149,574.02	71.8
	NET REVENUE OVER EXPENDITURES	.00	1,855,751.88	149,386.00	( 1,706,365.88)	1242.3

## HYDRO PLANT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENTERPRISE					
	ADMINISTRATIVE					
415-5816-589-70-24	GEN FUND INTEREST	.00	29,778.82	.00	( 29,778.82)	.0
415-5816-589-70-25	GEN FUND PRINCIPAL	.00	23,617.04	.00	( 23,617.04)	.0
	TOTAL ADMINISTRATIVE	.00	53,395.86	.00	( 53,395.86)	.0
	TOTAL ENTERPRISE	.00	53,395.86	.00	( 53,395.86)	.0
	TOTAL FUND EXPENDITURES	.00	53,395.86	.00	( 53,395.86)	.0
	NET REVENUE OVER EXPENDITURES	.00	( 53,395.86)	.00	53,395.86	.0

## CCN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
416-0000-340-10-00	FIBER SALES	.00	.00	200,000.00	200,000.00	.0
416-0000-340-10-03	DARK FIBER	.00	53,184.52	.00	( 53,184.52)	.0
416-0000-340-10-05	FIBER SERVICE	.00	.00	53,560.00	53,560.00	.0
	TOTAL SOURCES 340	.00	53,184.52	253,560.00	200,375.48	21.0
	FEES					
416-0000-342-05-00	E-RATE REVENUE	.00	50,209.14	42,000.00	( 8,209.14)	119.6
416-0000-342-12-00	GOVNET	.00	47,159.88	.00	( 47,159.88)	.0
	TOTAL FEES	.00	97,369.02	42,000.00	( 55,369.02)	231.8
	TOTAL FUND REVENUE	.00	150,553.54	295,560.00	145,006.46	50.9

## CCN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENTERPRISE					
	CITY COMMUNITY NETWORK					
416-5830-582-21-06	WORKMENS COMPENSATION	.00	4,441.68	.00	( 4,441.68)	.0
416-5830-582-30-19	INSURANCE & BONDS	.00	( 52.99)	75.00	127.99	(70.7)
416-5830-582-30-90	OTHER CONTRACTUAL SERVICES	.00	.00	3,620.00	3,620.00	.0
416-5830-583-30-33	PROFESSIONAL SERVICES	.00	.00	2,500.00	2,500.00	.0
416-5830-583-30-90	OTHER CONTRACTUAL SERVICES	.00	1,261.04	24,200.00	22,938.96	5.2
416-5830-583-32-90	MAINT. CONTRACTS - OTHER	.00	6,295.00	.00	( 6,295.00)	.0
416-5830-583-70-01	GENERAL FUND PRINCIPAL	.00	.00	58,800.00	58,800.00	.0
416-5830-583-70-02	GENERAL FUND INTEREST	.00	.00	4,847.00	4,847.00	.0
416-5830-583-91-10	DEPRECIATION EXPENSE	.00	.00	24,440.00	24,440.00	.0
416-5830-586-30-56	UPSTREAM CONNECTIVITY	.00.	44,103.84	60,000.00	15,896.16	73.5
	TOTAL CITY COMMUNITY NETWORK	.00	56,048.57	178,482.00	122,433.43	31.4
	TOTAL ENTERPRISE	.00	56,048.57	178,482.00	122,433.43	31.4
	TOTAL FUND EXPENDITURES	.00	56,048.57	178,482.00	122,433.43	31.4
	NET REVENUE OVER EXPENDITURES	.00	94,504.97	117,078.00	22,573.03	80.7

## REFUSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES					
421-0000-347-10-01	SALES REFUSE PICKUP	.00	2,134,996.67	2,010,096.00	( 124,900.67)	106.2
421-0000-347-10-02	PENALTY	.00	5,067.10	1,000.00	( 4,067.10)	
421-0000-347-10-05	CONTAINER LOCKS	.00	.00	80.00	80.00	.0
	TOTAL CHARGES	.00	2,140,063.77	2,011,176.00	( 128,887.77)	106.4
	INTEREST					
421-0000-361-20-00	INVESTMENT	.00	59,446.17	3,200.00	( 56,246.17)	1857.7
	TOTAL INTEREST	.00	59,446.17	3,200.00	( 56,246.17)	1857.7
	REVENUE					
421-0000-367-12-00	DUMP-TRUCK/LANDFILL FEES	.00	600.00	1,900.00	1,300.00	31.6
421-0000-367-13-00	RECYCLED REFUSE	.00	6,470.29	15,794.00	9,323.71	41.0
421-0000-367-14-00	STATE MANDATED BAG FEE	.00	31,997.20	.00	( 31,997.20)	.0
421-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00	666.00	.00	( 666.00)	.0
421-0000-367-18-00	SALE OF EQUIPMENT	.00	27,060.00	50,000.00	22,940.00	54.1
421-0000-367-18-01	SURPLUS AUCTION	.00	710.00	.00	( 710.00)	.0
	TOTAL REVENUE	.00	67,503.49	67,694.00	190.51	99.7
	TOTAL FUND REVENUE	.00	2,267,013.43	2,082,070.00	( 184,943.43)	108.9

## REFUSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENTERPRISE					
	ADMINISTRATIVE					
421-5816-587-30-19	INSURANCE & BONDS	.00	.00	1,000.00	1,000.00	.0
421-5816-587-42-01	TELEPHONE	.00	.00	1,100.00	1,100.00	.0
421-5816-587-42-03	POSTAGE	.00	9,065.60	7,500.00	( 1,565.60)	120.9
421-5816-587-46-08	EQUIPMENT REPAIR-INTERNAL	.00	52,367.12	36,037.00	( 16,330.12)	145.3
421-5816-587-46-09	FLEET FUEL COSTS	.00	50,898.10	89,076.00	38,177.90	57.1
421-5816-589-58-00	BAD DEBT EXPENSE	.00	4,812.24	.00	( 4,812.24)	.0
421-5816-589-58-01	INVESTMENT	.00	.00	158,812.00	158,812.00	.0
	TOTAL ADMINISTRATIVE	.00	117,143.06	293,525.00	176,381.94	39.9
	TOTAL INTERFUND SERVICES	.00	.00	.00	.00	.0
	COLLECTION					
421-5823-587-10-01	REGULAR WAGES	.00	415,491.26	390,388.00	( 25,103.26)	106.4
421-5823-587-10-05	ACCRUED PAYROLL	.00	( 10,729.38)	.00	10,729.38	.0
421-5823-587-10-10	EMPLOYEE INCENTIVES	.00	.00	175.00	175.00	.0
421-5823-587-11-01	OVERTIME	.00	13,104.27	16,928.00	3,823.73	77.4
421-5823-587-16-00	CITY RETIREMENT	.00	19,529.29	17,922.00	( 1,607.29)	109.0
421-5823-587-20-01	FICA/MEDICARE	.00	31,748.01	26,009.00	( 5,739.01)	122.1
421-5823-587-21-01	HEALTH/LIFE INSURANCE	.00	132,458.00	100,000.00	( 32,458.00)	132.5
421-5823-587-21-05	DENTAL INSURANCE	.00	6,370.00	6,720.00	350.00	94.8
421-5823-587-21-06	WORKMENS COMPENSATION	.00	68,500.78	60,210.00	( 8,290.78)	113.8
421-5823-587-21-07	UNEMPLOYMENT	.00	857.02	975.00	117.98	87.9
421-5823-587-30-11	SOLID WASTE DISPOSAL	.00	394,834.56	402,603.00	7,768.44	98.1
421-5823-587-30-19	INSURANCE & BONDS	.00	7,014.90	8,043.00	1,028.10	87.2
421-5823-587-30-34	EMPLOYEE LICENSES/TESTING	.00	1,274.27	5,000.00	3,725.73	25.5
421-5823-587-30-90	OTHER/CONTRACTUAL SERVICES	.00	2,880.00	4,000.00	1,120.00	72.0
421-5823-587-40-00	TRAVEL & TRAINING	.00	2,523.02	2,000.00	( 523.02)	126.2
421-5823-587-42-01	TELEPHONE	.00	2,940.00	2,800.00	( 140.00)	105.0
421-5823-587-44-00	OFFICE SUPPLIES	.00	295.88	300.00	4.12	98.6
421-5823-587-45-06	CHEMICALS & LAB	.00	.00	500.00	500.00	.0
421-5823-587-45-07	CLOTHING ALLOWANCE	.00	5,098.04	7,700.00	2,601.96	66.2
421-5823-587-45-10	OPERATING SUPPLIES	.00	81,909.89	74,640.00	( 7,269.89)	109.7
421-5823-587-46-02	OTHER REPAIR & MAINT	.00	7,380.43	6,933.00	( 447.43)	106.5
421-5823-587-63-10	CAPITAL OUTLAY	.00	256,107.89	300,000.00	43,892.11	85.4
421-5823-587-91-10	DEPRECIATION EXPENSE	.00	.00	50,000.00	50,000.00	.0
	TOTAL COLLECTION	.00	1,439,588.13	1,483,846.00	44,257.87	97.0

## REFUSE FUND

		PERIOD ACTUAL		YTD ACTUAL	BUDGET	UI	NEXPENDED	PCNT
	RECYCLING							
421-5824-587-10-01	REGULAR WAGES	.00		136,134.71	133,200.00	(	2,934.71)	102.2
421-5824-587-10-05	ACCRUED PAYROLL	.00	(	2,791.54)	.00		2,791.54	.0
421-5824-587-10-10	EMPLOYEE INCENTIVES	.00		.00	379.00		379.00	.0
421-5824-587-11-01	OVERTIME	.00		1,310.61	9,111.00		7,800.39	14.4
421-5824-587-16-00	CITY RETIREMENT	.00		6,441.88	6,837.00		395.12	94.2
421-5824-587-20-01	FICA/MEDICARE	.00		10,160.89	9,187.00	(	973.89)	110.6
421-5824-587-21-01	HEALTH/LIFE INSURANCE	.00		28,140.00	28,138.00	(	2.00)	100.0
421-5824-587-21-05	DENTAL INSURANCE	.00		1,260.00	2,520.00		1,260.00	50.0
421-5824-587-21-06	WORKMENS COMPENSATION	.00		14,096.50	10,850.00	(	3,246.50)	129.9
421-5824-587-21-07	UNEMPLOYMENT	.00		274.83	345.00		70.17	79.7
421-5824-587-30-19	INSURANCE & BONDS	.00		417.21	782.00		364.79	53.4
421-5824-587-30-34	EMPLOYEE LICENSES/TESTING	.00		377.92	800.00		422.08	47.2
421-5824-587-30-90	CONTRACTUAL SERVICES	.00	(	9,536.60)	15,000.00		24,536.60	(63.6)
421-5824-587-40-00	TRAVEL & TRAINING	.00		.00	1,000.00		1,000.00	.0
421-5824-587-42-01	TELEPHONE	.00		1,110.00	750.00	(	360.00)	148.0
421-5824-587-42-03	POSTAGE	.00		.00	600.00		600.00	.0
421-5824-587-45-07	CLOTHING ALLOWANCE	.00		1,435.06	3,400.00		1,964.94	42.2
421-5824-587-45-10	OPERATING SUPPLIES	.00		3,417.58	4,000.00		582.42	85.4
421-5824-587-46-02	OTHER REPAIR & MAINT	.00		998.38	1,000.00		1.62	99.8
421-5824-587-50-00	MEMBERSHIP & DUES	.00		960.00	5,400.00		4,440.00	17.8
421-5824-587-63-10	CAPITAL OUTLAY	.00		.00	50,000.00		50,000.00	.0
421-5824-587-91-10	DEPRECIATION EXPENSE	.00	_	.00	18,336.00		18,336.00	.0
	TOTAL RECYCLING	.00	_	194,207.43	301,635.00		107,427.57	64.4
	TOTAL ENTERPRISE	.00		1,750,938.62	2,079,006.00		328,067.38	84.2
	TOTAL FUND EXPENDITURES	.00		1,750,938.62	2,079,006.00		328,067.38	84.2
	TOTAL FUND EXPENDITURES	.00	_	1,730,930.02	2,079,000.00		320,007.38	
	NET REVENUE OVER EXPENDITURES	.00		516,074.81	3,064.00	(	513,010.81)	16843.
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## CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STATE/COLO					
603-0000-332-17-00	LOTTERY	.00	735,159.26	564,925.00	( 170,234.26)	130.1
	TOTAL STATE/COLO	.00	735,159.26	564,925.00	( 170,234.26)	130.1
	TOTAL FUND REVENUE	.00	735,159.26	564,925.00	( 170,234.26)	130.1

## CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
	RECREATION CENTER					
603-4556-451-46-04	POOL COVER REPAIRS	.00	1,508.00	125,000.00	123,492.00	1.2
603-4556-459-46-04	POOL COVER REPAIRS	.00	1,765.00	.00	( 1,765.00)	.0
603-4556-459-60-03	PARQUE DE VIDA PROJECTS	.00	.00	50,000.00	50,000.00	.0
603-4556-459-60-14	REC CENTER ITEMS	.00	7,706.06	34,000.00	26,293.94	22.7
603-4556-459-60-28	GOLF COURSE PROJECTS	.00	10,349.08	53,000.00	42,650.92	19.5
603-4556-459-60-32	PARK AMENITIES	.00	4,194.00	55,000.00	50,806.00	7.6
603-4556-459-60-40	POOL BLANKETS	.00	66,730.21	.00	( 66,730.21)	.0
603-4556-459-60-48	POOL HEATERS	.00	10,857.45	160,000.00	149,142.55	6.8
603-4556-459-60-94	CITY PARK	.00	.00	20,000.00	20,000.00	.0
603-4556-459-60-99	POOL PROJECTS	.00	.00.	35,000.00	35,000.00	.0
	TOTAL RECREATION CENTER	.00	103,109.80	532,000.00	428,890.20	19.4
	TOTAL PARKS & RECREATION	.00	103,109.80	532,000.00	428,890.20	19.4
	TOTAL FUND EXPENDITURES	.00	103,109.80	532,000.00	428,890.20	19.4
	NET REVENUE OVER EXPENDITURES	.00	632,049.46	32,925.00	( 599,124.46)	1919.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
001-0000-311-10-01	PROPERTY TAXES	.00	.00	251,734.00	251,734.00	.0
001-0000-311-10-03	INTEREST	.00	.00	1,895.00	1,895.00	.0
001-0000-311-11-00	S.O. MOTOR VEHICLE	.00	.00	33,710.00	33,710.00	.0
001-0000-311-12-01	SALES TAX	1,014,273.26	1,014,273.26	10,170,000.00	9,155,726.74	10.0
001-0000-311-12-03	BUILDING PERMIT USE TAX	( 1,638.22)		141,442.00	143,080.22	( 1.2)
001-0000-311-13-00	CIGARETTE	2,151.19	2,151.19	21,172.00	19,020.81	10.2
	TOTAL TAXES	1,014,786.23	1,014,786.23	10,619,953.00	9,605,166.77	9.6
	FRANCHISE TAXES					
001-0000-312-10-00	CABLE TV	.00	.00	11,485.00	11,485.00	.0
001-0000-312-11-00	EMPIRE ELECTRIC	42,785.33	42,785.33	491,962.00	449,176.67	8.7
001-0000-312-12-00	ATMOS ENERGY	.00	.00	282,795.00	282,795.00	.0
001-0000-312-13-00	QWEST	.00	.00	12,000.00	12,000.00	.0
	TOTAL FRANCHISE TAXES	42,785.33	42,785.33	798,242.00	755,456.67	5.4
	PERMITS					
001-0000-321-10-00	LIQOUR OCCUPATION	1,050.00	1,050.00	12,000.00	10,950.00	8.8
001-0000-321-11-00	SALES/LODGERS TAX PERMIT	100.00	100.00	1,500.00	1,400.00	6.7
001-0000-321-12-00	BILLBOARD SIGNS	.00	.00	1,500.00	1,500.00	.0
001-0000-321-13-00	BUILDING	187.50	187.50	168,264.00	168,076.50	.1
001-0000-321-14-00	MISC PUBLIC WORK PERMITS	.00	.00	500.00	500.00	.0
001-0000-321-14-01	MISC BUS, LIC & PERMITS	.00	.00	2,500.00	2,500.00	.0
001-0000-321-14-02	P.W. MAPS/PUBLICATIONS	500.00	500.00	5,000.00	4,500.00	10.0
001-0000-321-15-00	RIGHT OF WAY CONSTR	.00	.00	6,000.00	6,000.00	.0
	TOTAL PERMITS	1,837.50	1,837.50	197,264.00	195,426.50	.9
	LICENSES					
001-0000-322-10-00	LIQOUR	297.50	297.50	50,000.00	49,702.50	.6
001-0000-322-11-00	GAS/PLUMBER	75.00	75.00	300.00	225.00	25.0
001-0000-322-12-00	DOG/CAT LICENSES	205.00	205.00	2,000.00	1,795.00	10.3
001-0000-322-13-00	MISC BUSINESS LICENSES	125.00	125.00	300.00	175.00	41.7
	TOTAL LICENSES	702.50	702.50	52,600.00	51,897.50	1.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	STATE/COLO					
001-0000-332-10-00	HIGHWAY USER TAX	27,318.13	27,318.13	272,862.00	245,543.87	10.0
001-0000-332-11-00	STATE OF CO SNOW REMOVAL REIMB	.00	.00	10,000.00	10,000.00	.0
001-0000-332-12-00	LOCAL GOVT SEVERANCE TAX	.00	.00	193,373.00	193,373.00	.0
001-0000-332-12-01	GENERAL FUND CAPITAL OUTLAY	.00	.00	669,000.00	669,000.00	.0
001-0000-332-13-00	MINERAL LEASING TAX	.00	.00	559,604.00	559,604.00	.0
001-0000-332-20-00	STATE MARIJUANA TAX	10,962.43	10,962.43	121,072.00	110,109.57	9.1
	TOTAL STATE/COLO	38,280.56	38,280.56	1,825,911.00	1,787,630.44	2.1
	COUNTY					
001-0000-333-11-00	ROAD AND BRIDGE	.00	.00	120,000.00	120,000.00	.0
001-0000-333-11-00	KENNEL SERVICES	.00	.00	27,500.00	27,500.00	.0
	TOTAL COUNTY	.00	.00	147,500.00	147,500.00	.0
	SCHOOL DISTRICT RE-1					
001-0000-334-10-00	SCHOOL RESOURCE OFFICER	.00	.00	33,000.00	33,000.00	.0
	TOTAL SCHOOL DISTRICT RE-1	.00	.00	33,000.00	33,000.00	.0
	SERVICES					
001-0000-341-11-00	OUTDOOR POOL CONCESSIONS	40.00	40.00	12,000.00	11,960.00	.3
001-0000-341-21-00	RECREATION PROGRAMS	.00	.00	12,000.00	12,000.00	.0
	TOTAL SERVICES	40.00	40.00	24,000.00	23,960.00	.2
	FEES					
001-0000-342-02-00	KENNEL ADOPTION FEES	220.00	220.00	2,600.00	2,380.00	8.5
001-0000-342-04-00	SPAY/NEUTER PROGRAM	2,202.00	2,202.00	24,000.00	21,798.00	9.2
001-0000-342-06-00	RABIES DEPOSIT	50.00	50.00	750.00	700.00	6.7
001-0000-342-10-00	ANNUAL IMPOUND FEES	335.00	335.00	10,000.00	9,665.00	3.4
	TOTAL FEES	2,807.00	2,807.00	37,350.00	34,543.00	7.5
	FEES					
001-0000-343-10-01	GREEN FEES	.00	.00	210,000.00	210,000.00	.0
001-0000-343-10-02		( 461.00)		250,000.00	250,461.00	( .2)
001-0000-343-10-08		.00	.00	51,942.00	51,942.00	.0
	TOTAL FEES	( 461.00)	( 461.00)	511,942.00	512,403.00	( .1)

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
001-0000-344-10-00	POOL	.00	.00	60,000.00	60,000.00	.0
001-0000-344-10-03	PLAYGROUND DAYS	1,794.00	1,794.00	55,000.00	53,206.00	3.3
001-0000-344-11-02	BASKETBALL	30.00	30.00	3,000.00	2,970.00	1.0
001-0000-344-12-01	SOFTBALL	.00	.00	3,350.00	3,350.00	.0
001-0000-344-13-01	VOLLEYBALL	1,405.65	1,405.65	1,583.00	177.35	88.8
001-0000-344-20-00	VEHICLE INSPECTION FEES	60.00	60.00	500.00	440.00	12.0
	TOTAL FEES	3,289.65	3,289.65	123,433.00	120,143.35	2.7
	CHARGES					
001-0000-347-17-01	PARK RENTAL FEES	360.00	360.00	6,000.00	5,640.00	6.0
001-0000-347-18-00	CHIPPER/MULCHER	.00	.00	500.00	500.00	.0
	TOTAL CHARGES	360.00	360.00	6,500.00	6,140.00	5.5
	FINES					
001-0000-351-10-00	MUNICIPAL COURT FINES	4,487.00	4,487.00	45,000.00	40,513.00	10.0
001-0000-351-10-01	DUI/SEAT BELT - COUNTY	497.90	497.90	4,775.00	4,277.10	10.4
001-0000-351-10-02	OVERTIME PARKING	210.00	210.00	1,000.00	790.00	21.0
001-0000-351-10-03	D.A.R.E. FINES	35.00	35.00	.00	( 35.00)	.0
	TOTAL FINES	5,229.90	5,229.90	50,775.00	45,545.10	10.3
	FINES					
001-0000-352-11-00	LIBRARY	313.75	313.75	.00	( 313.75)	.0
	TOTAL FINES	313.75	313.75	.00	( 313.75)	.0
	INTEREST					
001-0000-361-10-00	INVESTMENTS	37,178.79	37,178.79	242,260.00	205,081.21	15.4
001-0000-361-10-15	PINON PROJECT - INTEREST REPAY	.00	.00	8,434.00	8,434.00	.0
001-0000-361-10-16	PINON PROJECT - PRINCIPAL PAY	.00	.00	12,000.00	12,000.00	.0
001-0000-361-20-03	CHANGE IN MARKET VALUE		.00	30,000.00	30,000.00	.0
	TOTAL INTEREST	37,178.79	37,178.79	292,694.00	255,515.21	12.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
001-0000-362-14-00 001-0000-362-18-00	RODEO DRIVE MAINTENANCE WATER FUND LOAN REPAY	.00 .00	.00 .00	14,000.00 339,020.00	14,000.00 339,020.00	.0 .0
	TOTAL REVENUE	.00	.00	353,020.00	353,020.00	.0
	GIFTS/DONATIONS					
001-0000-366-14-00	VALE GRANT P.,D. TRAINING	.00	.00	7,200.00	7,200.00	.0
001-0000-366-19-00	LIBRARY DONATIONS	1,800.00	1,800.00	5,000.00	3,200.00	36.0
001-0000-366-20-00	KENNEL DONATIONS	.00	.00	7,500.00	7,500.00	.0
001-0000-366-24-00	FRIENDS OF THE LIBRARY	311.50	311.50	1,050.00	738.50	29.7
	TOTAL GIFTS/DONATIONS	2,111.50	2,111.50	20,750.00	18,638.50	10.2
	REVENUE					
001-0000-367-15-00	EVIDENCE REVENUE	.00	.00	5,000.00	5,000.00	.0
001-0000-367-16-00	MISCELLANEOUS SALES & FEE	2,456.31	2,456.31	6,000.00	3,543.69	40.9
001-0000-367-16-03	WELCOME CENTER RENTS	1,553.15	1,553.15	39,625.00	38,071.85	3.9
001-0000-367-16-04	WELCOME CENTER UTILITIES	2,530.33	2,530.33	.00	( 2,530.33)	.0
001-0000-367-19-00	SALE OF LAND	.00	.00	350,000.00	350,000.00	.0
	TOTAL REVENUE	6,539.79	6,539.79	400,625.00	394,085.21	1.6
	GRANTS					
001-0000-368-01-01	AMERICAN RESCUE PLAN	.00	.00	117,500.00	117,500.00	.0
001-0000-368-01-02	COLORADO HISTORICAL SOC	.00	.00	15,440.00	15,440.00	.0
001-0000-368-04-00	POLICE GRANTS	2,350.00	2,350.00	25,000.00	22,650.00	9.4
001-0000-368-11-00	VICTIM ASSISTANCE GRANT	.00	.00	15,000.00	15,000.00	.0
001-0000-368-20-00	STATE GRANTS	21,709.97	21,709.97	.00	( 21,709.97)	.0
001-0000-368-44-00	GRANTS-LIBRARY	.00	.00	5,500.00	5,500.00	.0
001-0000-368-59-06	PLANNING GRANT	.00	.00	150,000.00	150,000.00	.0
	TOTAL GRANTS	24,059.97	24,059.97	328,440.00	304,380.03	7.3
	INTERNAL SERVICE CHGS					
001-0000-371-11-00	LODGERS TAX FUND	.00	.00	44,280.00	44,280.00	.0
	TOTAL INTERNAL SERVICE CHGS	.00	.00	44,280.00	44,280.00	.0
	TOTAL FUND REVENUE	1,179,861.47	1,179,861.47	15,868,279.00	14,688,417.53	7.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENT					
	CITY COUNCIL					
001 4010 400 10 01	REGULAR WAGES	2.075.00	2.075.00	47.250.00	44 275 00	6.2
001-4010-400-10-01 001-4010-400-20-01	FICA/MEDICARE	2,975.00 230.65	2,975.00 230.65	47,250.00 2,900.00	44,275.00 2,669.35	6.3 8.0
001-4010-400-20-01	WORKMENS COMPENSATION	369.03	369.03	3,912.00	3,542.97	9.4
001-4010-400-30-19	INSURANCE & BONDS	1,933.14	1,933.14	6,128.00	4,194.86	31.6
001-4010-400-30-19	FIREWORKS INSURANCE	.00	.00	16,000.00	16,000.00	.0
001-4010-400-40-00	TRAVEL & TRAINING	297.16	297.16	34,500.00	34,202.84	.9
001-4010-400-44-00	OFFICE SUPPLIES	19.00	19.00	500.00	481.00	3.8
001-4010-400-50-00	MEMBERSHIP & DUES	21,280.00	21,280.00	21,404.00	124.00	99.4
001-4010-400-50-01	CREA VENDOR FEES	16,039.21	16,039.21	156,419.00	140,379.79	10.3
001-4010-400-53-00	CONTRIBUTIONS	32,000.00	32,000.00	32,000.00	.00	100.0
001-4010-400-53-04	HOMELESS SHELTER	.00	.00	15,000.00	15,000.00	.0
001-4010-400-54-00	CONTINGENCY ACCOUNT	.00	.00	10,000.00	10,000.00	.0
	TOTAL CITY COUNCIL	75,143.19	75,143.19	346,013.00	270,869.81	21.7
	CITY ATTORNEY					
001-4011-401-10-01	REGULAR WAGES	15,874.40	15,874.40	222,851.00	206,976.60	7.1
001-4011-401-16-00	CITY RETIREMENT	793.72	793.72	9,713.00	8,919.28	8.2
001-4011-401-20-01	FICA/MEDICARE	1,199.97	1,199.97	14,152.00	12,952.03	8.5
001-4011-401-21-01	HEALTH/LIFE INSURANCE	2,334.00	2,334.00	28,008.00	25,674.00	8.3
001-4011-401-21-05	DENTAL INSURANCE	105.00	105.00	1,680.00	1,575.00	6.3
001-4011-401-21-06	WORKMENS COMPENSATION	602.88	602.88	5,645.00	5,042.12	10.7
001-4011-401-21-07	UNEMPLOYMENT	31.75	31.75	200.00	168.25	15.9
001-4011-401-30-13	PROFESSIONAL SERVICES	.00	.00	30,000.00	30,000.00	.0
001-4011-401-30-19	INSURANCE & BONDS	218.78	218.78	882.00	663.22	24.8
001-4011-401-40-00	ATTORNEY TRAVEL	.00	.00	4,500.00	4,500.00	.0
001-4011-401-41-00	ATTORNEY TRAINING EXP	.00	.00	4,500.00	4,500.00	.0
001-4011-401-42-01	TELEPHONE	85.00	85.00	2,100.00	2,015.00	4.1
001-4011-401-42-04	MEETING EXPENSE	.00	.00	300.00	300.00	.0
001-4011-401-44-00	OFFICE SUPPLIES	414.04	414.04	5,500.00	5,085.96	7.5
001-4011-401-44-01	OFFICE FURNITURE	.00	.00	500.00	500.00	.0
	TOTAL CITY ATTORNEY	21,659.54	21,659.54	330,531.00	308,871.46	6.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HUMAN RESOURCES					
001-4012-402-10-01	REGULAR WAGES	14,750.41	14,750.41	193,440.00	178,689.59	7.6
001-4012-402-11-01	REGULAR OVERTIME	.00	.00	2,500.00	2,500.00	.0
001-4012-402-16-00	CITY RETIREMENT	737.52	737.52	10,231.00	9,493.48	7.2
001-4012-402-20-01	FICA/MEDICARE	1,097.05	1,097.05	12,528.00	11,430.95	8.8
001-4012-402-21-01	HEALTH/LIFE INSURANCE	3,112.00	3,112.00	40,336.00	37,224.00	7.7
001-4012-402-21-05	DENTAL INSURANCE	140.00	140.00	1,764.00	1,624.00	7.9
001-4012-402-21-06	WORKMENS COMPENSATION	404.91	404.91	5,000.00	4,595.09	8.1
001-4012-402-21-07	UNEMPLOYMENT	29.50	29.50	461.00	431.50	6.4
001-4012-402-30-19	INSURANCE & BONDS	216.83	216.83	1,000.00	783.17	21.7
001-4012-402-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	100.00	100.00	.0
001-4012-402-30-90	CONTRACT SERVICES-OTHER	.00	.00	30,000.00	30,000.00	.0
001-4012-402-40-00	TRAVEL & TRAINING	.00	.00	3,000.00	3,000.00	.0
001-4012-402-40-06	CITY-WIDE TRAINING	.00	.00	10,000.00	10,000.00	.0
001-4012-402-40-08	EMPLOYEE ORIENTATION	.00	.00	1,750.00	1,750.00	.0
001-4012-402-40-10	EMPLOYEE QUARTERLY AWARDS	2,818.52	2,818.52	7,000.00	4,181.48	40.3
001-4012-402-42-01	TELEPHONE	125.59	125.59	1,550.00	1,424.41	8.1
001-4012-402-44-00	OFFICE SUPPLIES	42.11	42.11	1,800.00	1,757.89	2.3
001-4012-402-49-02	EMPLOYMENT	.00	.00	2,000.00	2,000.00	.0
001-4012-402-49-03	ADVERTISING - OTHER	.00	.00	500.00	500.00	.0
001-4012-402-50-00	MEMBERSHIP & DUES	.00	.00	500.00	500.00	.0
001-4012-402-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	1,400.00	1,400.00	.0
	TOTAL HUMAN RESOURCES	23,474.44	23,474.44	326,860.00	303,385.56	7.2
	MUNICIPAL COURT					
001-4013-403-10-01	REGULAR WAGES	8,600.00	8,600.00	133,068.00	124,468.00	6.5
001-4013-403-16-00	CITY RETIREMENT	430.00	430.00	6,159.00	5,729.00	7.0
001-4013-403-20-01	FICA/MEDICARE	586.02	586.02	8,938.00	8,351.98	6.6
001-4013-403-21-01	HEALTH/LIFE INSURANCE	3,112.00	3,112.00	39,211.00	36,099.00	7.9
001-4013-403-21-05	DENTAL INSURANCE	140.00	140.00	1,764.00	1,624.00	7.9
001-4013-403-21-06	WORKMENS COMPENSATION	352.23	352.23	3,744.00	3,391.77	9.4
001-4013-403-21-07	UNEMPLOYMENT	17.20	17.20	335.00	317.80	5.1
001-4013-403-30-04	COMPUTER SERVICES	17.50	17.50	.00	( 17.50)	.0
001-4013-403-30-06	MUNICIPAL COURT SERVICES	2,240.00	2,240.00	83,800.00	81,560.00	2.7
001-4013-403-30-19	INSURANCE & BONDS	956.00	956.00	3,385.00	2,429.00	28.2
001-4013-403-30-36	PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
001-4013-403-40-00	TRAVEL & TRAINING	.00	.00	2,500.00	2,500.00	.0
001-4013-403-40-10	CITY ATTORNEY SERVICES	.00	.00	22,000.00	22,000.00	.0
001-4013-403-40-10	TELEPHONE	85.00	85.00	1,020.00	935.00	8.3
001-4013-403-42-04	MEETING EXPENSE	.00	.00	1,000.00	1,000.00	.0
001-4013-403-42-04	OFFICE SUPPLIES	270.49	270.49	15,300.00	15,029.51	1.8
001-4013-403-50-00	MEMBERSHIP & DUES	.00	.00	250.00	250.00	.0
	TOTAL MUNICIPAL COURT	16,806.44	16,806.44	327,474.00	310,667.56	5.1

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY MANAGER					
001-4014-404-10-01	REGULAR WAGES	18,216.80	18,216.80	246,480.00	228,263.20	7.4
001-4014-404-16-00	CITY RETIREMENT	910.84	910.84	16,000.00	15,089.16	5.7
001-4014-404-20-01	FICA/MEDICARE	1,303.26	1,303.26	14,768.00	13,464.74	8.8
001-4014-404-21-01	HEALTH/LIFE INSURANCE	3,112.00	3,112.00	37,344.00	34,232.00	8.3
001-4014-404-21-05	DENTAL INSURANCE	140.00	140.00	1,680.00	1,540.00	8.3
001-4014-404-21-06	WORKMENS COMPENSATION	615.95	615.95	5,780.00	5,164.05	10.7
001-4014-404-21-07	UNEMPLOYMENT	36.43	36.43	.00	( 36.43)	.0
001-4014-404-30-19	INSURANCE & BONDS	224.65	224.65	4,315.00	4,090.35	5.2
001-4014-404-40-00	TRAVEL & TRAINING	472.60	472.60	8,000.00	7,527.40	5.9
001-4014-404-40-03	CML TRAVEL EXPENSES	.00	.00	3,500.00	3,500.00	.0
001-4014-404-42-01	TELEPHONE	115.00	115.00	2,540.00	2,425.00	4.5
001-4014-404-42-04	MEETING EXPENSE	.00	.00	4,000.00	4,000.00	.0
001-4014-404-44-00	OFFICE SUPPLIES	.00	.00	2,000.00	2,000.00	.0
001-4014-404-44-01	OFFICE FURNITURE	.00	.00	1,000.00	1,000.00	.0
001-4014-404-46-02	OTHER REPAIR & MAINT	.00	.00	500.00	500.00	.0
001-4014-404-48-90	PRINTING - OTHER	.00	.00	500.00	500.00	.0
001-4014-404-50-00	MEMBERSHIP & DUES	490.00	490.00	2,500.00	2,010.00	19.6
001-4014-404-51-00	PUBLICATION/SUBSCRIPTION	40.12	40.12	1,000.00	959.88	4.0
001-4014-404-59-01	PROFESSIONAL & TECHNICAL	.00	.00	6,700.00	6,700.00	.0
001-4014-499-30-90	CONTRACT SERVICES-OTHER	.00	.00	20,200.00	20,200.00	.0
	TOTAL CITY MANAGER	25,677.65	25,677.65	378,807.00	353,129.35	6.8
	FINANCE DEPARTMENT					
001-4015-405-10-01	REGULAR WAGES	34,891.21	34,891.21	421,970.00	387,078.79	8.3
001-4015-405-11-01	OVERTIME	.00	.00	1,000.00	1,000.00	.0
001-4015-405-16-00	CITY RETIREMENT	1,744.56	1,744.56	21,550.00	19,805.44	8.1
001-4015-405-20-01	FICA/MEDICARE	2,535.34	2,535.34	31,616.00	29,080.66	8.0
001-4015-405-21-01	HEALTH/LIFE INSURANCE	9,336.00	9,336.00	112,032.00	102,696.00	8.3
001-4015-405-21-05	DENTAL INSURANCE	420.00	420.00	5,040.00	4,620.00	8.3
001-4015-405-21-06	WORKMENS COMPENSATION	392.51	392.51	3,630.00	3,237.49	10.8
001-4015-405-21-07	UNEMPLOYMENT	69.78	69.78	900.00	830.22	7.8
001-4015-405-30-04	COMPUTER/SOFWARE SERVICES	7,611.58	7,611.58	76,250.00	68,638.42	10.0
001-4015-405-30-07	CREDIT CARD CHARGES	1,080.43	1,080.43	9,000.00	7,919.57	12.0
001-4015-405-30-19	INSURANCE & BONDS	522.34	522.34	5,820.00	5,297.66	9.0
001-4015-405-30-24	RECORDING SERVICES	.00	.00	500.00	500.00	.0
001-4015-405-30-28	PROPERTY TAX COLLECTION	.00	.00	5,000.00	5,000.00	.0
001-4015-405-30-90	CONTRACT SERVICES-OTHER	.00	.00	70,000.00	70,000.00	.0
001-4015-405-40-00	TRAVEL & TRAINING	.00	.00	4,500.00	4,500.00	.0
001-4015-405-42-01	TELEPHONE	300.00	300.00	3,180.00	2,880.00	9.4
001-4015-405-42-03	POSTAGE	.00	.00	2,000.00	2,000.00	.0
001-4015-405-42-04	MEETING EXPENSE	.00	.00	450.00	450.00	.0
001-4015-405-44-00	OFFICE SUPPLIES	.00	.00	3,500.00	3,500.00	.0
001-4015-405-44-01	CITY HALL OPERATIONS	.00	.00	1,500.00	1,500.00	.0
001-4015-405-48-90	PRINTING	.00	.00	3,500.00	3,500.00	.0
001-4015-405-50-00	MEMBERSHIP & DUES	130.00	130.00	2,095.00	1,965.00	6.2
001-4015-405-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	350.00	350.00	.0
001-4015-405-59-00	MISCELLANEOUS	902.10	902.10	10,825.00	9,922.90	8.3
	TOTAL FINANCE DEPARTMENT	59,935.85	59,935.85	796,208.00	736,272.15	7.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOTAL ALL 16	.00	.00	.00	.00	.0
	CITY CLERK					
001-4018-408-10-01	REGULAR WAGES	7,856.00	7,856.00	140,868.00	133,012.00	5.6
001-4018-408-16-00	CITY RETIREMENT	392.80	392.80	4,708.00	4,315.20	8.3
001-4018-408-20-01	FICA/MEDICARE	598.25	598.25	9,208.00	8,609.75	6.5
001-4018-408-21-01	HEALTH/LIFE INSURANCE	1,556.00	1,556.00	18,672.00	17,116.00	8.3
001-4018-408-21-05	DENTAL INSURANCE	70.00	70.00	840.00	770.00	8.3
001-4018-408-21-06	WORKMENS COMPENSATION	355.63	355.63	3,300.00	2,944.37	10.8
001-4018-408-21-07	UNEMPLOYMENT	15.71	15.71	396.00	380.29	4.0
001-4018-408-30-14	ELECTION SERVICES	.00	.00	15,000.00	15,000.00	.0
001-4018-408-30-19	INSURANCE & BONDS	260.20	260.20	883.00	622.80	29.5
001-4018-408-30-90	CONTRACT SERVICES-OTHER	.00	.00	16,300.00	16,300.00	.0
001-4018-408-40-00	TRAVEL & TRAINING	.00	.00	4,500.00	4,500.00	.0
001-4018-408-42-01	TELEPHONE	45.00	45.00	960.00	915.00	4.7
001-4018-408-44-00	OFFICE SUPPLIES	.00	.00	2,500.00	2,500.00	.0
001-4018-408-45-08	EMPLOYEE BENCHMARKING	.00	.00	5,000.00	5,000.00	.0
001-4018-408-45-09	WELLNESS PROGRAM	200.00	200.00	27,500.00	27,300.00	.7
001-4018-408-45-10	OTHER OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
001-4018-408-50-00	MEMBERSHIP & DUES	.00	.00	600.00	600.00	.0
	TOTAL CITY CLERK	11,349.59	11,349.59	253,235.00	241,885.41	4.5
	GRANTS ADMINISTER					
001-4040-404-21-00	FEDERAL GRANTS	7,109.74	7,109.74	80,000.00	72,890.26	8.9
001-4040-404-21-01	STATE GRANTS	29,443.30	29,443.30	.00	( 29,443.30)	.0
	TOTAL GRANTS ADMINISTER	36,553.04	36,553.04	80,000.00	43,446.96	45.7
	MARKETING					
001-4044-404-10-01	REGULAR WAGES	4,142.40	4,142.40	53,934.00	49,791.60	7.7
001-4044-404-11-01	OVERTIME	4.97	4.97	1,000.00	995.03	.5
001-4044-404-16-00	CITY RETIREMENT	207.12	207.12	2,445.00	2,237.88	8.5
001-4044-404-20-01	FICA/MEDICARE	314.92	314.92	3,780.00	3,465.08	8.3
001-4044-404-21-01	HEALTH/LIFE INSURANCE	1,556.00	1,556.00	18,675.00	17,119.00	8.3
001-4044-404-21-05	DENTAL INSURANCE	70.00	70.00	840.00	770.00	8.3
001-4044-404-21-06	WORKMENS COMPENSATION	414.82	414.82	3,215.00	2,800.18	12.9
001-4044-404-21-07	UNEMPLOYMENT	8.30	8.30	169.00	160.70	4.9
001-4044-404-24-00	MARKETING	1,078.94	1,078.94	65,500.00	64,421.06	1.7
001-4044-404-30-19	INSURANCE & BONDS	32.27	32.27	6,621.00	6,588.73	.5
001-4044-404-40-00	TRAVEL & TRAINING	.00	.00	3,000.00	3,000.00	.0
001-4044-404-42-01	TELEPHONE	75.00	75.00	900.00	825.00	8.3
001-4044-404-44-00	OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
001-4044-404-45-15	EMP APPRECTION/PICNIC	.00	.00	20,000.00	20,000.00	.0
	TOTAL MARKETING	7,904.74	7,904.74	180,579.00	172,674.26	4.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LIBRARY					
001-4055-407-10-01	REGULAR WAGES	33,039.47	33,039.47	400,972.00	367,932.53	8.2
001-4055-407-10-01	EMPLOYEE INCENTIVES	.00	.00	150.00	150.00	.0
001-4055-407-16-00	CITY RETIREMENT	1,269.96	1,269.96	11,907.00	10,637.04	10.7
001-4055-407-20-01	FICA/MEDICARE	2,484.54	2,484.54	25,531.00	23,046.46	9.7
001-4055-407-21-01	HEALTH/LIFE INSURANCE	6,246.00	6,246.00	80,956.00	74,710.00	7.7
001-4055-407-21-05	DENTAL INSURANCE	350.00	350.00	4,200.00	3,850.00	8.3
001-4055-407-21-06	WORKMENS COMPENSATION	428.51	428.51	4,200.00	3,771.49	10.2
001-4055-407-21-07	UNEMPLOYMENT	66.09	66.09	957.00	890.91	6.9
001-4055-407-30-19	INSURANCE & BONDS	5,033.14	5,033.14	19,167.00	14,133.86	26.3
001-4055-407-30-19	BOOK COURIER SERVICE	.00	.00	1,000.00	1,000.00	.0
001-4055-407-30-90	OTHER CONTRACTUAL SERVICES	.00	.00	6,000.00	6,000.00	.0
				*	*	
001-4055-407-32-01 001-4055-407-32-02	JANITORIAL SERVICES OFFICE EQUIP	585.00 .00	585.00 .00	21,600.00	21,015.00 500.00	2.7 .0
001-4055-407-32-02	TRAVEL & TRAINING	.00 849.00		500.00		
001-4055-407-40-00	TELEPHONE	40.00	849.00	8,200.00	7,351.00	10.4
			40.00	500.00	460.00	8.0
001-4055-407-42-03	POSTAGE	.00	.00	1,000.00	1,000.00	.0
001-4055-407-42-10	FIBER CHARGES	3,503.40	3,503.40	3,600.00	96.60	97.3
001-4055-407-43-01	ELECTRIC	.00	.00	15,000.00	15,000.00	.0
001-4055-407-43-02		.00	.00	567.00	567.00	.0
001-4055-407-43-03	GAS	.00	.00	6,100.00	6,100.00	.0
001-4055-407-43-04	REFUSE	.00	.00	2,000.00	2,000.00	.0
001-4055-407-43-05	WATER	.00	.00	800.00	800.00	.0
001-4055-407-45-10	OTHER OPERATING SUPPLIES	1,536.48	1,536.48	28,000.00	26,463.52	5.5
001-4055-407-45-19	BOOKS	3,617.66	3,617.66	39,000.00	35,382.34	9.3
001-4055-407-45-20	NON-PRINT MEDIA	118.48	118.48	4,500.00	4,381.52	2.6
001-4055-407-45-21	BOOK MAINT & SUPPLIES	202.31	202.31	1,500.00	1,297.69	13.5
001-4055-407-45-22	COPIER EXPENSE	1,402.26	1,402.26	7,500.00	6,097.74	18.7
001-4055-407-46-02	OTHER REPAIR & MAINT	166.07	166.07	4,500.00	4,333.93	3.7
001-4055-407-50-00	MEMBERSHIP & DUES	.00	.00	725.00	725.00	.0
001-4055-407-51-00	PUBLICATION/SUBSCRIPTION	4,188.00	4,188.00	18,080.00	13,892.00	23.2
001-4055-407-59-26	EVENTS AND OUTREACH	( 20.58)	( 20.58)	17,600.00	17,620.58	( .1)
	TOTAL LIBRARY	65,105.79	65,105.79	736,312.00	671,206.21	8.8
	TOTAL GENERAL GOVERNMENT	343,610.27	343,610.27	3,756,019.00	3,412,408.73	9.2
	GENERAL SERVICES					

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GEN SERV - ADMINISTRATION					
001-4116-406-10-01	REGULAR WAGES	16,753.61	16,753.61	228,320.00	211,566.39	7.3
001-4116-406-16-00	CITY RETIREMENT	837.68	837.68	33,970.00	33,132.32	2.5
001-4116-406-20-01	FICA/MEDICARE	1,268.48	1,268.48	8,580.00	7,311.52	14.8
001-4116-406-21-01	HEALTH/LIFE INSURANCE	3,123.00	3,123.00	56,016.00	52,893.00	5.6
001-4116-406-21-05	DENTAL INSURANCE	210.00	210.00	840.00	630.00	25.0
001-4116-406-21-06	WORKMENS COMPENSATION	366.75	366.75	3,420.00	3,053.25	10.7
001-4116-406-21-07	UNEMPLOYMENT	33.51	33.51	1,000.00	966.49	3.4
001-4116-406-30-19	INSURANCE & BONDS	1,367.66	1,367.66	5,730.00	4,362.34	23.9
001-4116-406-30-90	OTHER CONTRACTUAL SERVICES	1,693.33	1,693.33	91,515.00	89,821.67	1.9
001-4116-406-40-00	TRAVEL & TRAINING	.00	.00	3,500.00	3,500.00	.0
001-4116-406-42-01	TELEPHONE	70.00	70.00	840.00	770.00	8.3
001-4116-406-44-00	OFFICE SUPPLIES	103.53	103.53	.00	( 103.53)	.0
001-4116-406-45-22	COPIER EXPENSE	372.13	372.13	.00	( 372.13)	.0
001-4116-406-50-00	MEMBERSHIP & DUES	.00	.00	560.00	560.00	.0
	TOTAL GEN SERV - ADMINISTRATION	26,199.68	26,199.68	434,291.00	408,091.32	6.0
	BUILDING MAINTENANCE					
001-4117-406-10-01	REGULAR WAGES	13,827.20	13,827.20	183,498.00	169,670.80	7.5
001-4117-406-11-01	OVERTIME	.00	.00	1,000.00	1,000.00	.0
001-4117-406-16-00	CITY RETIREMENT	691.36	691.36	8,042.00	7,350.64	8.6
001-4117-406-20-01	FICA/MEDICARE	1,012.64	1,012.64	11,671.00	10,658.36	8.7
001-4117-406-21-01	HEALTH/LIFE INSURANCE	4,668.00	4,668.00	57,622.00	52,954.00	8.1
001-4117-406-21-05	DENTAL INSURANCE	210.00	210.00	2,520.00	2,310.00	8.3
001-4117-406-21-06	WORKMENS COMPENSATION	879.50	879.50	9,864.00	8,984.50	8.9
001-4117-406-21-07	UNEMPLOYMENT	27.64	27.64	437.00	409.36	6.3
001-4117-406-30-19	INSURANCE & BONDS	1,909.30	1,909.30	6,474.00	4,564.70	29.5
001-4117-406-30-90	CONTRACT SERVICES-OTHER	.00	.00	4,500.00	4,500.00	.0
001-4117-406-40-00	TRAVEL & TRAINING	.00	.00	1,000.00	1,000.00	.0
001-4117-406-42-01	TELEPHONE	210.00	210.00	3,360.00	3,150.00	6.3
001-4117-406-45-07	CLOTHING ALLOWANCE	1,107.19	1,107.19	2,350.00	1,242.81	47.1
001-4117-406-45-10	OPERATING SUPPLIES-OTHER	81.64	81.64	6,000.00	5,918.36	1.4
	TOTAL BUILDING MAINTENANCE	24,624.47	24,624.47	298,338.00	273,713.53	8.3
	TOTAL G.S. CITY HALL OPERATIONS	.00	.00	.00	.00	.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY HALL ROGER SMITH AVE					
001-4119-406-30-15	BOILER INSPECTION	.00	.00	400.00	400.00	.0
001-4119-406-30-37	SOLAR LEASE	.00	.00	35,835.00	35,835.00	.0
001-4119-406-32-01	JANITORIAL SERVICES	.00	.00	30,800.00	30,800.00	.0
001-4119-406-32-90	MAINT CONTRACTS-OTHER	75.50	75.50	3,000.00	2,924.50	2.5
001-4119-406-42-01	TELEPHONE	.00	.00	1,400.00	1,400.00	.0
001-4119-406-42-03	POSTAGE	286.50	286.50	8,000.00	7,713.50	3.6
001-4119-406-42-10	FIBER CHARGES	.00	.00	7,200.00	7,200.00	.0
001-4119-406-43-01	ELECTRIC	.00	.00	15,000.00	15,000.00	.0
001-4119-406-43-02	SEWER	.00	.00	2,800.00	2,800.00	.0
001-4119-406-43-03	GAS	906.17	906.17	15,000.00	14,093.83	6.0
001-4119-406-43-04	REFUSE	.00	.00	2,850.00	2,850.00	.0
001-4119-406-43-05	WATER	.00	.00	2,625.00	2,625.00	.0
001-4119-406-44-00	OFFICE SUPPLIES	.00	.00	1,300.00	1,300.00	.0
001-4119-406-45-10	OPERATING SUPPLIES-OTHER	500.98	500.98	5,500.00	4,999.02	9.1
001-4119-406-45-22	COPIER EXPENSE	846.47	846.47	11,100.00	10,253.53	7.6
001-4119-406-46-02	OTHER REPAIR & MAINT	.00	.00	13,500.00	13,500.00	.0
	TOTAL CITY HALL ROGER SMITH AVE	2,615.62	2,615.62	156,310.00	153,694.38	1.7
	WELCOME CENTER (CITY)					
001-4158-511-21-06	WORKMENS COMPENSATION	341.12	341.12	3,645.00	3,303.88	9.4
001-4158-511-30-90	CONTRACT SERVICES-OTHER	2,748.71	2,748.71	40,372.00	37,623.29	6.8
001-4158-511-32-01	JANITORIAL SERVICES	1,283.00	1,283.00	20,900.00	19,617.00	6.1
001-4158-511-42-01	TELEPHONE	.00	.00	2,640.00	2,640.00	.0
001-4158-511-43-01	ELECTRIC	.00	.00	5,750.00	5,750.00	.0
001-4158-511-43-02	SEWER	.00	.00	540.00	540.00	.0
001-4158-511-43-03	GAS	146.27	146.27	2,950.00	2,803.73	5.0
001-4158-511-43-04	REFUSE	.00	.00	1,260.00	1,260.00	.0
001-4158-511-43-05	WATER	.00	.00	456.00	456.00	.0
001-4158-511-45-10	OPERATING SUPPLIES-OTHER	82.62	82.62	.00	( 82.62)	
001-4158-511-45-22	COPIER EXPENSE	78.28	78.28	.00	( 78.28)	.0
001-4158-511-46-07	WELCOME CENTER REPAIRS	.00	.00	2,500.00	2,500.00	.0
	TOTAL WELCOME CENTER (CITY)	4,680.00	4,680.00	81,013.00	76,333.00	5.8
	TOTAL ALL 60	.00	.00	.00	.00	.0
	TOTAL GENERAL SERVICES	58,119.77	58,119.77	969,952.00	911,832.23	6.0
	PUBLIC SAFETY					

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE ADMINISTRATION					
001-4220-420-10-01	REGULAR WAGES	20,983.60	20,983.60	368,221.00	347,237.40	5.7
001-4220-420-11-01	OVERTIME	.00	.00	1,600.00	1,600.00	.0
001-4220-420-16-00	CITY RETIREMENT	1,415.80	1,415.80	16,445.00	15,029.20	8.6
001-4220-420-20-01	FICA/MEDICARE	791.43	791.43	11,022.00	10,230.57	7.2
001-4220-420-21-01	HEALTH/LIFE INSURANCE	6,224.00	6,224.00	59,128.00	52,904.00	10.5
001-4220-420-21-05	DENTAL INSURANCE	280.00	280.00	3,360.00	3,080.00	8.3
001-4220-420-21-06	WORKMENS COMPENSATION	1,080.50	1,080.50	7,110.00	6,029.50	15.2
001-4220-420-21-07	UNEMPLOYMENT	41.98	41.98	637.00	595.02	6.6
001-4220-420-22-01	ICMA POLICE	1,589.95	1,589.95	16,130.00	14,540.05	9.9
001-4220-420-30-04	COMPUTER/SOFWARE SERVICES	.00	.00	5,000.00	5,000.00	.0
001-4220-420-30-19	INSURANCE & BONDS	3,593.98	3,593.98	19,080.00	15,486.02	18.8
001-4220-420-30-90	CONTRACT SERVICES-OTHER	.00	.00	36,748.00	36,748.00	.0
001-4220-420-32-90	MAINT CONTRACTS-OTHER	.00	.00	136,538.00	136,538.00	.0
001-4220-420-40-00	TRAVEL/TRAINING	.00	.00	12,075.00	12,075.00	.0
001-4220-420-42-01	TELEPHONE	2,509.48	2,509.48	25,280.00	22,770.52	9.9
001-4220-420-45-07	CLOTHING ALLOWANCE	.00	.00	1,800.00	1,800.00	.0
001-4220-420-45-10	OPERATING SUPPLIES-OTHER	2,354.35	2,354.35	4,400.00	2,045.65	53.5
001-4220-420-45-12	EQUITABLE SHARING	.00	.00	32,111.00	32,111.00	.0
001-4220-420-45-26	ACUTE CARE FACILITY	350.00	350.00	4,200.00	3,850.00	8.3
001-4220-420-48-90	PRINTING-OTHER	.00	.00	200.00	200.00	.0
001-4220-420-49-03	ADVERTISING-OTHER	.00	.00	2,040.00	2,040.00	.0
001-4220-420-50-00	MEMBERSHIP & DUES	.00	.00	2,935.00	2,935.00	.0
001-4220-420-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	575.00	575.00	.0
001-4220-420-63-10	CAPITAL OUTLAY	92,256.34	92,256.34	421,559.00	329,302.66	21.9
	TOTAL POLICE ADMINISTRATION	133,471.41	133,471.41	1,188,194.00	1,054,722.59	11.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PATROL					
001-4221-421-10-01	REGULAR WAGES	129,037.15	129,037.15	1,614,516.00	1,485,478.85	8.0
001-4221-421-11-01	OVERTIME	2,971.61	2,971.61	60,000.00	57,028.39	5.0
001-4221-421-11-03	GRANT OVERTIME	2,350.00	2,350.00	12,000.00	9,650.00	19.6
001-4221-421-16-00	CITY RETIREMENT	5,872.71	5,872.71	70,440.00	64,567.29	8.3
001-4221-421-20-01	FICA/MEDICARE	2,491.84	2,491.84	30,134.00	27,642.16	8.3
001-4221-421-21-01	HEALTH/LIFE INSURANCE	37,344.00	37,344.00	466,200.00	428,856.00	8.0
001-4221-421-21-05	DENTAL INSURANCE	1,680.00	1,680.00	21,000.00	19,320.00	8.0
001-4221-421-21-06	WORKMENS COMPENSATION	7,878.13	7,878.13	80,321.00	72,442.87	9.8
001-4221-421-21-07	UNEMPLOYMENT	268.71	268.71	3,842.00	3,573.29	7.0
001-4221-421-22-01	ICMA POLICE	8,542.20	8,542.20	100,112.00	91,569.80	8.5
001-4221-421-30-19	INSURANCE & BONDS	9,307.16	9,307.16	50,115.00	40,807.84	18.6
001-4221-421-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	4,000.00	4,000.00	.0
001-4221-421-30-90	CONTRACT SERVICES	375.00	375.00	2,050.00	1,675.00	18.3
001-4221-421-30-95	ANIMAL IMPOUNDMENT	.00	.00	2,521.00	2,521.00	.0
001-4221-421-32-90	MAINT CONTRACTS - OTHER	.00	.00	2,100.00	2,100.00	.0
001-4221-421-40-00	TRAVEL & TRAINING	1,130.00	1,130.00	35,107.00	33,977.00	3.2
001-4221-421-45-07	CLOTHING ALLOWANCE	806.14	806.14	25,190.00	24,383.86	3.2
001-4221-421-45-10	OPERATING SUPPLIES-OTHER	2,658.20	2,658.20	30,617.00	27,958.80	8.7
001-4221-421-45-13	DARE TRAINING MATERIALS	.00	.00	3,500.00	3,500.00	.0
001-4221-421-45-15	AMMUNITION	8,380.91	8,380.91	30,000.00	21,619.09	27.9
001-4221-421-46-02	OTHER REPAIR & MAINT	1,978.58	1,978.58	28,055.00	26,076.42	7.1
001-4221-421-50-00	MEMBERSHIP & DUES	.00	.00	125.00	125.00	.0
001-4221-421-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	153.00	153.00	.0
	TOTAL PATROL	223,072.34	223,072.34	2,672,098.00	2,449,025.66	8.4
	POLICE SUPPORT SERVICES					
001-4222-422-10-01	REGULAR WAGES	12,995.21	12,995.21	172,890.00	159,894.79	7.5
001-4222-422-11-01	OVERTIME	.00	.00	1,575.00	1,575.00	.0
001-4222-422-16-00	CITY RETIREMENT	649.76	649.76	7,856.00	7,206.24	8.3
001-4222-422-20-01	FICA/MEDICARE	925.77	925.77	12,454.00	11,528.23	7.4
001-4222-422-21-01	HEALTH/LIFE INSURANCE	4,668.00	4,668.00	40,274.00	35,606.00	11.6
001-4222-422-21-05	DENTAL INSURANCE	210.00	210.00	2,520.00	2,310.00	8.3
001-4222-422-21-06	WORKMENS COMPENSATION	360.73	360.73	3,800.00	3,439.27	9.5
001-4222-422-21-07	UNEMPLOYMENT	25.98	25.98	408.00	382.02	6.4
001-4222-422-30-19	INSURANCE & BONDS	15.81	15.81	62.00	46.19	25.5
001-4222-422-30-90	CONTRACT SERVICES-OTHER	.00	.00	1,500.00	1,500.00	.0
001-4222-422-40-00	TRAVEL/TRAINING	.00	.00	3,250.00	3,250.00	.0
001-4222-422-45-07	CLOTHING ALLOWANCE	.00	.00	561.00	561.00	.0
001-4222-422-45-10	OPERATING SUPPLIES-OTHER	.00	.00	1,100.00	1,100.00	.0
	TOTAL POLICE SUPPORT SERVICES	19,851.26	19,851.26	248,250.00	228,398.74	8.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE INVESTIGATION					
001-4223-423-10-01	REGULAR WAGES	40,011.20	40,011.20	431,184.00	391,172.80	9.3
001-4223-423-11-01	OVERTIME	1,005.00	1,005.00	11,550.00	10,545.00	8.7
001-4223-423-11-03	GRANT OVERTIME	.00	.00	5,000.00	5,000.00	.0
001-4223-423-16-00	CITY RETIREMENT	2,000.56	2,000.56	23,122.00	21,121.44	8.7
001-4223-423-20-01	FICA/MEDICARE	798.89	798.89	9,932.00	9,133.11	8.0
001-4223-423-21-01	HEALTH/LIFE INSURANCE	10,892.00	10,892.00	130,536.00	119,644.00	8.3
001-4223-423-21-05	DENTAL INSURANCE	490.00	490.00	5,880.00	5,390.00	8.3
001-4223-423-21-06	WORKMENS COMPENSATION	2,680.10	2,680.10	25,100.00	22,419.90	10.7
001-4223-423-21-07	UNEMPLOYMENT	82.03	82.03	1,201.00	1,118.97	6.8
001-4223-423-22-01	ICMA POLICE	2,889.96	2,889.96	32,030.00	29,140.04	9.0
001-4223-423-30-19	INSURANCE & BONDS	1,774.71	1,774.71	5,747.00	3,972.29	30.9
001-4223-423-30-90	CONTRACT SERVICES-OTHER	75.00	75.00	2,125.00	2,050.00	3.5
001-4223-423-40-00	TRAVEL & TRAINING	2,551.16	2,551.16	19,600.00	17,048.84	13.0
001-4223-423-45-07	CLOTHING ALLOWANCE	143.98	143.98	4,800.00	4,656.02	3.0
001-4223-423-45-10	OPERATING SUPPLIES	83.71	83.71	2,625.00	2,541.29	3.2
001-4223-423-45-11	OPERATING EQUIPMENT	7,690.00	7,690.00	67,570.00	59,880.00	11.4
001-4223-423-49-03	ADVERTISING	.00	.00	250.00	250.00	.0
001-4223-423-50-00	MEMBERSHIP & DUES	250.00	250.00	285.00	35.00	87.7
001-4223-423-51-00	PUBLICATION/SUBSCRIPTION	17.99	17.99	3,250.00	3,232.01	.6
001-4223-423-52-00	EQUIPMENT RENTALS	.00	.00	1,000.00	1,000.00	.0
	TOTAL POLICE INVESTIGATION	73,436.29	73,436.29	782,787.00	709,350.71	9.4
	POLICE CORRECTIONS					
001-4224-424-30-16	PRISONER CUSTODY	.00	.00	80,000.00	80,000.00	.0
001-4224-424-30-90	CONTRACT SERVICES-OTHER	.00	.00	4,080.00	4,080.00	.0
001-4224-424-40-02	PRISONER TRANSPORT	8.79	8.79	500.00	491.21	1.8
	TOTAL POLICE CORRECTIONS	8.79	8.79	84,580.00	84,571.21	.0
	BUILDING OPERATIONS					
001-4225-425-32-01	JANITORIAL SERVICES	.00	.00	21,630.00	21,630.00	.0
001-4225-425-32-02	OFFICE EQUIPMENT	.00	.00	6,300.00	6,300.00	.0
001-4225-425-32-90	MAINT CONTRACTS-OTHER	580.39	580.39	9,500.00	8,919.61	6.1
001-4225-425-42-01	TELEPHONE	.00	.00	4,896.00	4,896.00	.0
001-4225-425-42-03	POSTAGE	105.30	105.30	4,419.00	4,313.70	2.4
001-4225-425-43-01	ELECTRIC	.00	.00	38,000.00	38,000.00	.0
001-4225-425-43-02	SEWER	.00	.00	918.00	918.00	.0
001-4225-425-43-03	GAS	361.89	361.89	3,100.00	2,738.11	11.7
001-4225-425-43-04	REFUSE	.00	.00	2,678.00	2,678.00	.0
001-4225-425-43-05	WATER	.00	.00	700.00	700.00	.0
001-4225-425-44-00	OFFICE SUPPLIES	2,066.83	2,066.83	5,610.00	3,543.17	36.8
001-4225-425-45-10	OPERATING SUPPLIES	251.20	251.20	7,000.00	6,748.80	3.6
001-4225-425-45-22	COPIER EXPENSE	45.37	45.37	7,650.00	7,604.63	.6
001-4225-425-46-02	OTHER REPAIR & MAINT	.00	.00	16,000.00	16,000.00	.0
	TOTAL BUILDING OPERATIONS	3,410.98	3,410.98	128,401.00	124,990.02	2.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	KENNEL OPERATIONS					
001-4226-426-10-01	REGULAR WAGES	12,531.99	12,531.99	157,872.00	145,340.01	7.9
001-4226-426-11-01	REGULAR OVERTIME	.00	.00	1,050.00	1,050.00	.0
001-4226-426-16-00	CITY RETIREMENT	344.16	344.16	3,968.00	3,623.84	8.7
001-4226-426-20-01	FICA/MEDICARE	934.24	934.24	11,253.00	10,318.76	8.3
001-4226-426-21-01	HEALTH/LIFE INSURANCE	3,112.00	3,112.00	37,296.00	34,184.00	8.3
001-4226-426-21-05	DENTAL INSURANCE	140.00	140.00	1,680.00	1,540.00	8.3
001-4226-426-21-06	WORKMENS COMPENSATION	730.63	730.63	6,470.00	5,739.37	11.3
001-4226-426-21-07	UNEMPLOYMENT	25.06	25.06	422.00	396.94	5.9
001-4226-426-30-19	INSURANCE & BONDS	410.26	410.26	1,726.00	1,315.74	23.8
001-4226-426-30-37	SOLAR LEASE	.00	.00	3,600.00	3,600.00	.0
001-4226-426-30-39	SPAY/NEUTER PROGRAM	732.00	732.00	15,000.00	14,268.00	4.9
001-4226-426-30-90	OTHER CONTRACTUAL SERVICES	45.50	45.50	2,000.00	1,954.50	2.3
001-4226-426-32-90	MAINT. CONTRACTS - OTHER	132.00	132.00	.00	( 132.00)	.0
001-4226-426-40-00	TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
001-4226-426-42-01	TELEPHONE	.00	.00	490.00	490.00	.0
001-4226-426-43-01	ELECTRIC	.00	.00	2,142.00	2,142.00	.0
001-4226-426-43-02	SEWER	.00	.00	796.00	796.00	.0
001-4226-426-43-03	GAS	.00	.00	1,346.00	1,346.00	.0
001-4226-426-43-04	REFUSE	.00	.00	653.00	653.00	.0
001-4226-426-43-05	WATER	.00	.00	734.00	734.00	.0
001-4226-426-45-07	CLOTHING ALLOWANCE	.00	.00	900.00	900.00	.0
001-4226-426-45-10	OTHER OPERATING SUPPLIES	931.73	931.73	16,000.00	15,068.27	5.8
	TOTAL KENNEL OPERATIONS	20,069.57	20,069.57	265,898.00	245,828.43	7.6
	TOTAL PUBLIC SAFETY	473,320.64	473,320.64	5,370,208.00	4,896,887.36	8.8
	PUBLIC WORKS					

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	P.W. ADMINISTRATION					
001-4330-430-10-01	REGULAR WAGES	10 204 00	10 204 00	246 254 00	220 046 20	7.4
001-4330-430-11-01	OVERTIME	18,204.80 86.40	18,204.80 86.40	246,251.00	228,046.20 ( 86.40)	.0
001-4330-430-16-00	CITY RETIREMENT	910.24	910.24	10,286.00	9,375.76	8.9
001-4330-430-10-00	FICA/MEDICARE	1,374.70	1,374.70	16,680.00	15,305.30	8.2
001-4330-430-21-01	HEALTH/LIFE INSURANCE	3,123.00	3,123.00	43,656.00	40,533.00	7.2
001-4330-430-21-05	DENTAL INSURANCE	210.00	210.00	3,360.00	3,150.00	6.3
001-4330-430-21-06	WORKMENS COMPENSATION	994.60	994.60	8,440.00	7,445.40	11.8
001-4330-430-21-07	UNEMPLOYMENT	36.58	36.58	505.00	468.42	7.2
001-4330-430-30-04	COMPUTER/SOFWARE SERVICES	.00	.00			.0
001-4330-430-30-19	INSURANCE & BONDS	3,402.91	3,402.91	2,578.00 13,249.00	2,578.00 9,846.09	.0 25.7
001-4330-430-30-19	RECORDING	.00	.00	250.00	250.00	.0
001-4330-430-30-31	G.I.S. MAPPING	.00	.00	6,500.00	6,500.00	.0
001-4330-430-30-34	EMPLOYEE LICENSES/TESTING		.00		400.00	.0
	CONTRACT SERVICES-OTHER	.00	.00	400.00		.0
001-4330-430-30-90	TRAVEL & TRAINING	.00		26,250.00 10,000.00	26,250.00	
001-4330-430-40-00		.00	.00	,	10,000.00	.0
001-4330-430-42-01 001-4330-430-44-00	TELEPHONE OFFICE SUPPLIES	140.59	140.59	3,150.00	3,009.41	4.5
001-4330-430-45-07	CLOTHING ALLOWANCE	.00	.00 536.90	4,730.00	4,730.00	.0 20.7
	SAFETY PROGRAM	536.90		2,600.00	2,063.10	
001-4330-430-45-12		19.93	19.93	2,500.00	2,480.07	.8
001-4330-430-50-00	MEMBERSHIP & DUES	.00	.00	500.00	500.00	.0
001-4330-430-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	650.00	650.00	.0
	TOTAL P.W. ADMINISTRATION	29,040.65	29,040.65	402,535.00	373,494.35	7.2
	STREETS & UTILITIES					
001-4332-432-10-01	REGULAR WAGES	24,508.41	24,508.41	437,235.00	412,726.59	5.6
001-4332-432-11-01	OVERTIME	1,537.01	1,537.01	7,356.00	5,818.99	20.9
001-4332-432-16-00	CITY RETIREMENT	1,204.42	1,204.42	15,515.00	14,310.58	7.8
001-4332-432-20-01	FICA/MEDICARE	1,910.92	1,910.92	21,018.00	19,107.08	9.1
001-4332-432-21-01	HEALTH/LIFE INSURANCE	8,558.00	8,558.00	95,000.00	86,442.00	9.0
001-4332-432-21-05	DENTAL INSURANCE	385.00	385.00	5,244.00	4,859.00	7.3
001-4332-432-21-06	WORKMENS COMPENSATION	2,676.16	2,676.16	35,000.00	32,323.84	7.7
001-4332-432-21-07	UNEMPLOYMENT	41.12	41.12	650.00	608.88	6.3
001-4332-432-30-11	SOLID WASTE DISPOSAL	.00	.00	8,000.00	8,000.00	.0
001-4332-432-30-18	WEED CUTTING/SPRAYING	.00	.00	800.00	800.00	.0
001-4332-432-30-19	INSURANCE & BONDS	7,679.96	7,679.96	25,000.00	17,320.04	30.7
001-4332-432-30-34	EMPLOYEE LICENSES/TESTING	200.00	200.00	400.00	200.00	50.0
001-4332-432-30-90	OTHER CONTRACTUAL SERVICES	2,520.00	2,520.00	5,000.00	2,480.00	50.4
001-4332-432-40-00	TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00	.0
001-4332-432-42-01	TELEPHONE	379.98	379.98	4,500.00	4,120.02	8.4
001-4332-432-45-07	CLOTHING ALLOWANCE	2,067.01	2,067.01	5,000.00	2,932.99	41.3
001-4332-432-45-10	OPERATING SUPPLIES	.00	.00	1,300.00	1,300.00	.0
001-4332-432-45-18	STREET REPAIR SUPPLIES	.00	.00	35,000.00	35,000.00	.0
001-4332-432-46-02	OTHER REPAIR & MAINT	.00	.00	1,000.00	1,000.00	.0
001-4332-432-52-00	EQUIPMENT RENTALS	.00	.00	250.00	250.00	.0
001-4332-432-59-19	CITY-WIDE CLEANUP	.00	.00	500.00	500.00	.0
	TOTAL STREETS & UTILITIES	53,667.99	53,667.99	705,268.00	651,600.01	7.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRAFFIC SERVICES					
001-4333-433-30-90	OTHER CONTRACTUAL SERVICES	.00	.00	58,000.00	58,000.00	.0
001-4333-433-43-01	ELECTRIC	.00	.00	140,000.00	140,000.00	.0
001-4333-433-45-02	SIGN SUPPLIES	.00	.00	8,000.00	8,000.00	.0
001-4333-433-45-03	PAINT SUPPLIES	.00	.00	10,000.00	10,000.00	.0
001-4333-433-46-02	OTHER REPAIR & MAINT	.00	.00	3,000.00	3,000.00	.0
	TOTAL TRAFFIC SERVICES	.00	.00	219,000.00	219,000.00	.0
	SNOW & ICE REMOVAL					
001-4334-434-11-01	OVERTIME	.00	.00	1,800.00	1,800.00	.0
001-4334-434-20-01	FICA/MEDICARE	.00	.00	260.00	260.00	.0
001-4334-434-21-01	HEALTH/LIFE INSURANCE	.00	.00	600.00	600.00	.0
001-4334-434-21-05	DENTAL INSURANCE	.00	.00	100.00	100.00	.0
001-4334-434-30-34	SNOW REMOVAL	.00	.00	200.00	200.00	.0
001-4334-434-45-10	OPERATING SUPPLIES	.00	.00	25,000.00	25,000.00	.0
	TOTAL SNOW & ICE REMOVAL	.00	.00	27,960.00	27,960.00	.0
	STREET CLEANING					
001-4335-435-10-01	REGULAR WAGES	7,754.40	7,754.40	58,157.00	50,402.60	13.3
001-4335-435-11-01	OVERTIME	826.71	826.71	1,200.00	373.29	68.9
001-4335-435-16-00	CITY RETIREMENT	384.72	384.72	5,620.00	5,235.28	6.9
001-4335-435-20-01	FICA/MEDICARE	648.02	648.02	6,400.00	5,751.98	10.1
001-4335-435-21-01	HEALTH INSURANCE PREMIUM	3,112.00	3,112.00	37,344.00	34,232.00	8.3
001-4335-435-21-05	DENTAL INSURANCE	140.00	140.00	1,680.00	1,540.00	8.3
001-4335-435-21-06	WORKMENS COMPENSATION	1,426.10	1,426.10	12,420.00	10,993.90	11.5
001-4335-435-21-07	UNEMPLOYMENT	27.34	27.34	297.00	269.66	9.2
001-4335-435-30-19	INSURANCE & BONDS	400.46	400.46	1,575.00	1,174.54	25.4
001-4335-435-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	368.00	368.00	.0
001-4335-435-45-07	CLOTHING ALLOWANCE	561.54	561.54	1,000.00	438.46	56.2
001-4335-435-45-10	OPERATING SUPPLIES	.00	.00	20,000.00	20,000.00	.0
	TOTAL STREET CLEANING	15,281.29	15,281.29	146,061.00	130,779.71	10.5
	TOTAL PUBLIC WORKS	97,989.93	97,989.93	1,500,824.00	1,402,834.07	6.5
	PARKS & RECREATION					

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
001-4550-459-10-01	REGULAR WAGES	9,181.60	9,181.60	125,486.00	116,304.40	7.3
001-4550-459-16-00	CITY RETIREMENT	459.08	459.08	6,489.00	6,029.92	7.1
001-4550-459-20-01	FICA/MEDICARE	681.76	681.76	6,117.00	5,435.24	11.2
001-4550-459-21-01	HEALTH/LIFE INSURANCE	1,556.00	1,556.00	19,207.00	17,651.00	8.1
001-4550-459-21-05	DENTAL INSURANCE	70.00	70.00	840.00	770.00	8.3
001-4550-459-21-06	WORKMENS COMPENSATION	1,206.72	1,206.72	12,600.00	11,393.28	9.6
001-4550-459-21-07	UNEMPLOYMENT	18.36	18.36	229.00	210.64	8.0
001-4550-459-30-19	INSURANCE & BONDS	240.63	240.63	946.00	705.37	25.4
001-4550-459-30-90	CONTRACT SERVICES-OTHER	18.50	18.50	.00	( 18.50)	.0
001-4550-459-40-00	TRAVEL & TRAINING	30.00	30.00	5,000.00	4,970.00	.6
001-4550-459-44-00	OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
001-4550-459-45-07	CLOTHING ALLOWANCE	.00	.00	500.00	500.00	.0
001-4550-459-45-10	OPERATING SUPPLIES-OTHER	.00	.00	200.00	200.00	.0
001-4550-459-50-00	MEMBERSHIP & DUES		.00	2,500.00	2,500.00	.0
	TOTAL ADMINISTRATION	13,462.65	13,462.65	180,614.00	167,151.35	7.5
	AQUATICS					
001-4551-451-10-01	REGULAR WAGES	3,125.75	3,125.75	175,000.00	171,874.25	1.8
001-4551-451-11-01	OVERTIME	61.28	61.28	6,000.00	5,938.72	1.0
001-4551-451-16-00	CITY RETIREMENT	156.29	156.29	1,470.00	1,313.71	10.6
001-4551-451-20-01	FICA/MEDICARE	236.51	236.51	9,500.00	9,263.49	2.5
001-4551-451-21-01	HEALTH/LIFE INSURANCE	1,244.79	1,244.79	7,683.00	6,438.21	16.2
001-4551-451-21-05	DENTAL INSURANCE	56.00	56.00	450.00	394.00	12.4
001-4551-451-21-06	WORKMENS COMPENSATION	493.30	493.30	5,524.00	5,030.70	8.9
001-4551-451-21-07	UNEMPLOYMENT	6.37	6.37	330.00	323.63	1.9
001-4551-451-30-19	INSURANCE & BONDS	2,320.20	2,320.20	9,094.00	6,773.80	25.5
001-4551-451-30-90	CONTRACT SERVICES - OTHER	405.50	405.50	8,000.00	7,594.50	5.1
001-4551-451-40-00	TRAVEL & TRAINING	.00	.00	2,000.00	2,000.00	.0
001-4551-451-42-01	TELEPHONE	.00	.00	600.00	600.00	.0
001-4551-451-43-01	ELECTRIC	.00	.00	10,000.00	10,000.00	.0
001-4551-451-43-02	SEWER	.00	.00	1,200.00	1,200.00	.0
001-4551-451-43-03	GAS	.00	.00	5,000.00	5,000.00	.0
001-4551-451-43-04	REFUSE	.00	.00	2,000.00	2,000.00	.0
001-4551-451-43-05	WATER	.00	.00	320.00	320.00	.0
001-4551-451-44-00	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
001-4551-451-45-02	SIGN & PAINT SUPPLIES	.00	.00	5,000.00	5,000.00	.0
	CLOTHING ALLOWANCE	.00	.00	2,500.00	2,500.00	.0
001-4551-451-45-10	OPERATING SUPPLIES-OTHER	.00	.00	10,000.00	10,000.00	.0
001-4551-451-45-23		.00	.00	6,500.00	6,500.00	.0
001-4551-451-46-02	OTHER REPAIR & MAINT	.00	.00	32,000.00	32,000.00	.0
001-4551-451-48-90	PRINTING-OTHER	.00	.00	1,000.00	1,000.00	.0
	ADVERTISING-OTHER	.00	.00	500.00	500.00	.0
	TOTAL AQUATICS	8,105.99	8,105.99	302,671.00	294,565.01	2.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GOLF COURSE ADMIN					
001-4552-452-30-05	GOLF PRO SERVICES	.00	.00	47,500.00	47,500.00	.0
001-4552-452-30-19	INSURANCE & BONDS	595.99	595.99	3,000.00	2,404.01	19.9
001-4552-452-32-90	MAINT CONTRACTS-OTHER	35.50	35.50	1,500.00	1,464.50	2.4
001-4552-452-42-01	TELEPHONE	.00	.00	850.00	850.00	.0
001-4552-452-43-02	SEWER	.00	.00	900.00	900.00	.0
001-4552-452-43-04	REFUSE	.00	.00	1,800.00	1,800.00	.0
001-4552-452-43-05	WATER	.00	.00	2,000.00	2,000.00	.0
001-4552-452-45-10	OPERATING SUPPLIES-OTHER	.00	.00	1,000.00	1,000.00	.0
001-4552-452-46-02	OTHER REPAIR & MAINT	.00	.00	2,500.00	2,500.00	.0
001-4552-452-48-90	PRINTING-OTHER	.00	.00	500.00	500.00	.0
001-4552-452-49-03	ADVERTISING-OTHER	.00	.00	12,000.00	12,000.00	.0
	TOTAL GOLF COURSE ADMIN	631.49	631.49	73,550.00	72,918.51	.9
	GOLF COURSE MAINTENANCE					
001-4553-453-10-01	REGULAR WAGES	13,196.80	13,196.80	205,000.00	191,803.20	6.4
001-4553-453-10-10	EMPLOYEE INCENTIVES	.00	.00	400.00	400.00	.0
001-4553-453-11-01	OVERTIME	.00	.00	2,000.00	2,000.00	.0
001-4553-453-16-00	CITY RETIREMENT	659.84	659.84	7,837.00	7,177.16	8.4
001-4553-453-20-01	FICA/MEDICARE	927.78	927.78	16,402.00	15,474.22	5.7
001-4553-453-21-01	HEALTH/LIFE INSURANCE	4,668.00	4,668.00	49,820.00	45,152.00	9.4
001-4553-453-21-05	DENTAL INSURANCE	210.00	210.00	2,520.00	2,310.00	8.3
001-4553-453-21-06	WORKMENS COMPENSATION	768.46	768.46	6,730.00	5,961.54	11.4
001-4553-453-21-07	UNEMPLOYMENT	26.40	26.40	615.00	588.60	4.3
001-4553-453-30-19	INSURANCE & BONDS	783.90	783.90	2,195.00	1,411.10	35.7
001-4553-453-30-26	MVI IRRIGATION WATER	.00	.00	5,500.00	5,500.00	.0
001-4553-453-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	1,050.00	1,050.00	.0
001-4553-453-30-37	G.C. MAINTENANCE - SOLAR LEASE	.00	.00	3,913.00	3,913.00	.0
001-4553-453-30-90	CONTRACT SERVICES-OTHER	.00	.00	750.00	750.00	.0
001-4553-453-32-90	MAINT CONTRACTS - OTHER	45.50	45.50	10,700.00	10,654.50	.4
001-4553-453-40-00	TRAVEL & TRAINING		919.30	,		8.4
001-4553-453-40-00	TELEPHONE	919.30 158.22	158.22	11,000.00	10,080.70	
001-4553-453-42-01	ELECTRIC			2,825.00	2,666.78	5.6
	SEWER	.00 .00	.00 .00	19,550.00	19,550.00 444.00	.0 .0
001-4553-453-43-02 001-4553-453-43-03	GAS	.00	.00	444.00 700.00	700.00	.0
001-4553-453-43-04	REFUSE	.00	.00	3,000.00	3,000.00	.0
001-4553-453-43-05	WATER	.00	.00	3,500.00	3,500.00	.0
001-4553-453-45-01	PLANTS & TREES	.00	.00	2,500.00	2,500.00	.0
001-4553-453-45-02		.00	.00	1,000.00	1,000.00	.0
001-4553-453-45-07		.00	.00	2,000.00	2,000.00	.0
001-4553-453-45-10 001-4553-453-45-16	OPERATING SUPPLIES-OTHER VEH REPAIR & MAINTENANCE	359.20 283.87	359.20 283.87	25,000.00	24,640.80 12,716.13	1.4
				13,000.00	,	2.2
001-4553-453-46-02	OTHER REPAIR & MAINT	.00	.00	3,500.00	3,500.00	.0
001-4553-453-49-03	ADVERTISING-OTHER	.00	.00	250.00	250.00	.0
001-4553-453-50-00 001-4553-453-63-10	MEMBERSHIP & DUES CAPITAL OUTLAY	.00 .00	.00 .00	1,000.00 350,000.00	1,000.00 350,000.00	.0
001-400-400-00-10			.00	330,000.00	330,000.00	
	TOTAL GOLF COURSE MAINTENANCE	23,007.27	23,007.27	754,701.00	731,693.73	3.1

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY PARKS					
001-4554-454-10-01	REGULAR WAGES	16,383.20	16,383.20	561,000.00	544,616.80	2.9
001-4554-454-11-01	REGULAR OVERTIME	.00	.00	4,500.00	4,500.00	.0
001-4554-454-16-00	CITY RETIREMENT	723.16	723.16	8,903.00	8,179.84	8.1
001-4554-454-20-01	FICA/MEDICARE	1,210.91	1,210.91	21,000.00	19,789.09	5.8
001-4554-454-21-01	HEALTH/LIFE INSURANCE	4,668.00	4,668.00	120,000.00	115,332.00	3.9
001-4554-454-21-05	DENTAL INSURANCE	210.00	210.00	2,200.00	1,990.00	9.6
001-4554-454-21-06	WORKMENS COMPENSATION	1,659.99	1,659.99	18,445.00	16,785.01	9.0
001-4554-454-21-07	UNEMPLOYMENT	22.58	22.58	800.00	777.42	2.8
001-4554-454-30-19	INSURANCE & BONDS	6,895.90	6,895.90	12,965.00	6,069.10	53.2
001-4554-454-30-26	MVI IRRIGATION WATER	.00	.00	8,500.00	8,500.00	.0
001-4554-454-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	775.00	775.00	.0
001-4554-454-30-90	CONTRACT SERVICES-OTHER	45.50	45.50	26,700.00	26,654.50	.2
001-4554-454-32-90	MAINT CONTRACTS - OTHER	1,044.00	1,044.00	79,500.00	78,456.00	1.3
001-4554-454-40-00	TRAVEL & TRAINING	.00	.00	14,500.00	14,500.00	.0
001-4554-454-42-01	TELEPHONE	53.22	53.22	3,531.00	3,477.78	1.5
001-4554-454-43-01	ELECTRIC	.00	.00	35,000.00	35,000.00	.0
001-4554-454-43-02	SEWER	.00	.00	4,500.00	4,500.00	.0
001-4554-454-43-03	GAS	139.78	139.78	1,500.00	1,360.22	9.3
001-4554-454-43-04	REFUSE	.00	.00	14,000.00	14,000.00	.0
001-4554-454-43-05	WATER	50.00	50.00	25,000.00	24,950.00	.2
001-4554-454-45-01	PLANTS & TREES	.00	.00	20,000.00	20,000.00	.0
001-4554-454-45-02	SIGN & PAINT SUPPLIES	720.38	720.38	2,000.00	1,279.62	36.0
001-4554-454-45-06	CHEMICALS & LAB	.00	.00	17,000.00	17,000.00	.0
001-4554-454-45-07	CLOTHING ALLOWANCE	126.73	126.73	2,400.00	2,273.27	5.3
001-4554-454-45-10	OPERATING SUPPLIES-OTHER	1,263.94	1,263.94	44,000.00	42,736.06	2.9
001-4554-454-45-16	VEH REPAIR & MAINTENANCE	.00	.00	12,000.00	12,000.00	.0
001-4554-454-46-02	OTHER REPAIR & MAINT	3,173.30	3,173.30	42,500.00	39,326.70	7.5
001-4554-454-49-03	ADVERTISING-OTHER	.00	.00	250.00	250.00	.0
001-4554-454-50-00	MEMBERSHIP & DUES	.00	.00	300.00	300.00	.0
001-4554-454-52-00	EQUIPMENT RENTALS	.00	.00	1,500.00	1,500.00	.0
001-4554-454-62-07	L.TAX BEAUTIFICATION	.00	.00	25,578.00	25,578.00	.0
	TOTAL CITY PARKS	38,390.59	38,390.59	1,130,847.00	1,092,456.41	3.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECREATION					
001-4555-455-10-01	REGULAR WAGES	9,954.85	9,954.85	217,000.00	207,045.15	4.6
001-4555-455-11-01	OVERTIME	.00	.00	1,500.00	1,500.00	.0
001-4555-455-16-00	CITY RETIREMENT	179.00	179.00	2,086.00	1,907.00	8.6
001-4555-455-20-01	FICA/MEDICARE	751.08	751.08	8,040.00	7,288.92	9.3
001-4555-455-21-01	HEALTH/LIFE INSURANCE	1,556.00	1,556.00	29,197.00	27,641.00	5.3
001-4555-455-21-05	DENTAL INSURANCE	70.00	70.00	840.00	770.00	8.3
001-4555-455-21-06	WORKMENS COMPENSATION	586.42	586.42	3,407.00	2,820.58	17.2
001-4555-455-21-07	UNEMPLOYMENT	19.92	19.92	302.00	282.08	6.6
001-4555-455-30-19	INSURANCE & BONDS	195.09	195.09	2,955.00	2,759.91	6.6
001-4555-455-30-55	FACILITY USE	.00	.00	1,000.00	1,000.00	.0
001-4555-455-30-90	CONTRACT SERVICES-OTHER	189.99	189.99	37,000.00	36,810.01	.5
001-4555-455-40-00	TRAVEL & TRAINING	.00	.00	7,000.00	7,000.00	.0
001-4555-455-42-01	TELEPHONE	70.00	70.00	840.00	770.00	8.3
001-4555-455-44-00	OFFICE SUPPLIES	.00	.00	250.00	250.00	.0
001-4555-455-45-07	CLOTHING ALLOWANCE	.00	.00	1,500.00	1,500.00	.0
001-4555-455-45-10	OPERATING SUPPLIES-OTHER	1,619.76	1,619.76	10,500.00	8,880.24	15.4
001-4555-455-46-02	OTHER REPAIR & MAINT	.00	.00	500.00	500.00	.0
001-4555-455-49-03	ADVERTISING-OTHER	.00	.00	1,500.00	1,500.00	.0
001-4555-455-50-00	MEMBERSHIP & DUES	.00	.00	800.00	800.00	.0
	TOTAL RECREATION	15,192.11	15,192.11	326,217.00	311,024.89	4.7
	TOTAL ALL 56	.00	.00	.00	.00	.0
	TOTAL CAPITAL PROJECTS	.00	.00	.00	.00	.0
	TOTAL PARKS & RECREATION	98,790.10	98,790.10	2,768,600.00	2,669,809.90	3.6
	PLANNING & ZONING DEPT					

PLANNING & ZONING DEPT			PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
		PLANNING & ZONING DEPT					
	001-4661-409-10-01	REGULAR WAGES	30,140.04	30,140.04	404,477.00	374,336.96	7.5
	001-4661-409-11-01	OVERTIME					.0
001-4861-409-21-01   HEALTHUIFE INSURANCE   7,013.00   7,715.00   50,702.00   12.2   101-4861-409-21-05   DEPTAL INSURANCE   315.00   31	001-4661-409-16-00	CITY RETIREMENT	1,410.00	1,410.00	13,531.00	12,121.00	
001-4861-409-21-05   CONTRAL INSURANCE   315.00   315.00   4.200.00   3.885.00   7.5	001-4661-409-20-01	FICA/MEDICARE	2,218.14	2,218.14	20,511.00	18,292.86	10.8
001-4661-409-21-07   UNEMENTS COMPENSATION   985.06   985.06   9.485.00   8.509.94   10.4	001-4661-409-21-01	HEALTH/LIFE INSURANCE	7,013.00	7,013.00	57,715.00	50,702.00	12.2
001-4861-409-30-03   ABATEMENTOMOCROUS BLOSS   0.0   0.0   2.500.00   2.500.00   0.0   0	001-4661-409-21-05	DENTAL INSURANCE	315.00	315.00	4,200.00	3,885.00	7.5
001-4861-409-30-03	001-4661-409-21-06	WORKMENS COMPENSATION	985.06	985.06	9,495.00	8,509.94	10.4
001-4661-409-30-04         COMPUTER/SOPWARE SERVICES         00         0.0         13,640.00         13,640.00         10,00         01-4661-409-30-19         INURANCE & BONDOS         786.33         786.33         26.50         1,908.67         29.2         001-4661-409-30-24         RECORDING         28.12         28.12         750.00         721.88         3.8           001-4661-409-30-34         RECORDING         28.12         28.12         750.00         721.88         3.8           001-4661-409-30-34         PRECORDING         179.50         179.50         750.00         570.50         23.4           001-4661-409-40-00         CONTAGO TSERVICES-OTHER         1270.00         1.270.00         239.762.00         23.8402.00         5.0           001-4661-409-40-01         TERPHONE         331.77         331.77         4000.00         3.6862.3         8.3           001-4661-409-45-07         COTHING ALLOWANCE         00         0.0         1,200.00         1,200.00         0.0           001-4661-409-45-37         OUBLIC COTHING ALLOWANCE         0.0         0.0         2,900.00         2,940.00         0.0           001-4661-409-45-33         DUBLIC COTTING SUPPLIES         0.0         0.0         2,900.00         2,900.00         2,900.00         2,90	001-4661-409-21-07	UNEMPLOYMENT	60.28	60.28	769.00	708.72	7.8
Oct - 4661-409-30-19   INSURANCE & BONDS   766.33   766.33   2.695.00   1.006.67   92.2   92.1   9	001-4661-409-30-03	ABATEMENT/DANGEROUS BLDGS	.00	.00	2,500.00	2,500.00	.0
	001-4661-409-30-04	COMPUTER/SOFWARE SERVICES	.00	.00	13,640.00	13,640.00	.0
001-4861-409-30-34   MPILOYEE LICENSESTESTING   170-50   170-50   23.9   23.9   20.0	001-4661-409-30-19	INSURANCE & BONDS	786.33	786.33	2,695.00	1,908.67	29.2
001-4861-409-30-00   CONTRACT SERVICES-OTHER   1,270.00   1,270.00   239,782.00   238,482.00   5   5   5   5   5   5   5   5   5	001-4661-409-30-24	RECORDING	28.12	28.12	750.00	721.88	3.8
D01-4861-409-40-00   TRAVEL & TRAINING   465.30   465.30   13,500.00   13,034,70   3.5	001-4661-409-30-34	EMPLOYEE LICENSES/TESTING	179.50	179.50	750.00	570.50	23.9
O1-4661-409-42-01   TELEPHONE   331.77   331.77   4.000.00   3.668.23   8.3   01-4661-409-44-00   OFFICE SUPPLIES   180.91   180.91   2625.00   2.444.09   0.0   0.00   0.00   1.200.00   0.00   0.00   0.00   0.200.00   0.00   0.00   0.200.00   0.00   0.00   0.200.00   0.00   0.00   0.00   0.200.00   0	001-4661-409-30-90	CONTRACT SERVICES-OTHER	1,270.00	1,270.00	239,762.00	238,492.00	.5
001-4661-409-44-00   0FFICE SUPPLIES   180.91   180.91   2,825.00   2,444.00   6.9   001-4661-409-45-07   0CLOTHING ALLOWANCE   0.00   0.00   1,200.00   0	001-4661-409-40-00	TRAVEL & TRAINING	465.30	465.30	13,500.00	13,034.70	3.5
CLOTHING ALLOWANCE   0.0   0.0   1,200.00   1,200.00   0.0	001-4661-409-42-01	TELEPHONE	331.77	331.77	4,000.00	3,668.23	8.3
001-4661-409-45-10         OPERATING SUPPLIES         .00         .00         2,940.00         2,940.00         .0           001-4661-409-45-33         PUBLIC OUTREACH         41.72         41.72         1,900.00         1,858.28         2.2           001-4661-409-49-03         DUBLE RETISING         .00         .00         2,800.00         2,800.00         .0           001-4661-409-49-05         LAND USE CODE REVISIONS         11.80         11.80         35,000.00         5,800.00         .0           001-4661-409-49-06         BUILDING CODE         .00         .00         1,900.00         .0         .0           001-4661-409-51-00         BUILDING CODE         .00         .00         1,900.00         .0         .0           001-4661-409-51-00         PUBLICATION/SUBSCRIPTION         41.00         41.00         250.00         798,282.03         5.4           TOTAL PLANNING & ZONING DEPT         45,477.97         45,477.97         843,760.00         798,282.03         5.4           INTERNAL OPERATION EXP           001-9899-989-46-08         EQUIPMENT REPAIR-INTERNAL         33,657.28         33,657.28         .00         ( 33,657.28)         .0           001-9899-989-46-09         EQUIPMENT REPAIR-INTERNAL         38,913.06	001-4661-409-44-00	OFFICE SUPPLIES	180.91	180.91	2,625.00	2,444.09	6.9
001-4661-409-45-33   PUBLIC OUTREACH   41.72   41.72   1.900.00   1.858.28   2.2   2.2   2.2   2.2   2.3   2.2   2.3	001-4661-409-45-07	CLOTHING ALLOWANCE	.00	.00	1,200.00	1,200.00	.0
O01-4661-409-49-05   LAND USE CODE REVISIONS   11.80   11.80   35.000.00   34.988.20   .0   .0   .0   .0   .0   .0   .0	001-4661-409-45-10	OPERATING SUPPLIES	.00	.00	2,940.00	2,940.00	.0
11.80   11.80   35,000.00   34,988.20   .0	001-4661-409-45-33	PUBLIC OUTREACH	41.72	41.72	1,900.00	1,858.28	2.2
D01-4661-409-49-06   BUILDING CODE   .00   .00   .5,800.00   .5,800.00   .00	001-4661-409-49-03	ADVERTISING	.00	.00	2,800.00	2,800.00	.0
MEMBERSHIP & DUES   0.0   0.0   1,900.00   1,900.00   1.6464   1,000   1,900.00   1.6466   1,000.00   1,900.00   1.6466   1,000.00   1,900.00   1,6466   1,000.00   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,6466   1,000.00   1,	001-4661-409-49-05	LAND USE CODE REVISIONS	11.80	11.80	35,000.00	34,988.20	.0
D01-4661-409-51-00   PUBLICATION/SUBSCRIPTION   41.00   41.00   250.00   209.00   16.4     TOTAL PLANNING & ZONING DEPT   45.477.97   45.477.97   843,760.00   798,282.03   5.4     TOTAL PLANNING & ZONING DEPT   45.477.97   45.477.97   843,760.00   798,282.03   5.4     CITYWIDE OPERATIONS	001-4661-409-49-06	BUILDING CODE	.00	.00	5,800.00	5,800.00	.0
TOTAL PLANNING & ZONING DEPT 45,477.97 45,477.97 843,760.00 798,282.03 5.4  TOTAL PLANNING & ZONING DEPT 45,477.97 45,477.97 843,760.00 798,282.03 5.4  CITYWIDE OPERATIONS  INTERNAL OPERATION EXP  O01-9899-989-46-08 EQUIPMENT REPAIR-INTERNAL 33,657.28 33,657.28 .00 ( 33,657.28) .0 TOTAL INTERNAL OPERATION EXP  TOTAL CITYWIDE OPERATION EXP  42,570.34 42,570.34 .00 ( 42,570.34) .0  TOTAL CITYWIDE OPERATIONS  42,570.34 42,570.34 .00 ( 42,570.34) .0  TOTAL CITYWIDE OPERATIONS  1,159,879.02 1,159,879.02 15,209,363.00 14,049,483.98 7.6	001-4661-409-50-00	MEMBERSHIP & DUES	.00	.00	1,900.00	1,900.00	.0
TOTAL PLANNING & ZONING DEPT 45,477.97 45,477.97 843,760.00 798,282.03 5.4  CITYWIDE OPERATIONS  INTERNAL OPERATION EXP  601-9899-989-46-08 EQUIPMENT REPAIR-INTERNAL 33,657.28 33,657.28 0.0 (33,657.28) 0.0 (1-9899-989-46-09) FLEET FUEL COSTS 8,913.06 8,913.06 0.0 (8,913.06) 0.0 (9,913.06) 0	001-4661-409-51-00	PUBLICATION/SUBSCRIPTION	41.00	41.00	250.00	209.00	16.4
INTERNAL OPERATION EXP		TOTAL PLANNING & ZONING DEPT	45,477.97	45,477.97	843,760.00	798,282.03	5.4
INTERNAL OPERATION EXP  001-9899-989-46-08		TOTAL PLANNING & ZONING DEPT	45,477.97	45,477.97	843,760.00	798,282.03	5.4
001-9899-989-46-08 EQUIPMENT REPAIR-INTERNAL 33,657.28 33,657.28 .00 ( 33,657.28) .0 ( 01-9899-989-46-09 FLEET FUEL COSTS 8,913.06 8,913.06 .00 ( 8,913.06) .0 ( 8,913.06) .0 ( 42,570.34) .0		CITYWIDE OPERATIONS					
001-9899-989-46-09         FLEET FUEL COSTS         8,913.06         8,913.06         8,913.06         .00         (         8,913.06)         .0           TOTAL INTERNAL OPERATION EXP         42,570.34         42,570.34         .00         (         42,570.34)         .0           TOTAL CITYWIDE OPERATIONS         42,570.34         42,570.34         .00         (         42,570.34)         .0           TOTAL FUND EXPENDITURES         1,159,879.02         1,159,879.02         15,209,363.00         14,049,483.98         7.6		INTERNAL OPERATION EXP					
001-9899-989-46-09         FLEET FUEL COSTS         8,913.06         8,913.06         8,913.06         .00         (         8,913.06)         .0           TOTAL INTERNAL OPERATION EXP         42,570.34         42,570.34         .00         (         42,570.34)         .0           TOTAL CITYWIDE OPERATIONS         42,570.34         42,570.34         .00         (         42,570.34)         .0           TOTAL FUND EXPENDITURES         1,159,879.02         1,159,879.02         15,209,363.00         14,049,483.98         7.6	004 0000 000 40 00	EQUIDMENT DEDAID INTERNAL	00.057.00	20.057.00	22	/ 00.057.00	^
TOTAL INTERNAL OPERATION EXP         42,570.34         42,570.34         .00         ( 42,570.34)         .0           TOTAL CITYWIDE OPERATIONS         42,570.34         42,570.34         .00         ( 42,570.34)         .0           TOTAL FUND EXPENDITURES         1,159,879.02         1,159,879.02         15,209,363.00         14,049,483.98         7.6						,	
TOTAL CITYWIDE OPERATIONS         42,570.34         42,570.34         .00         ( 42,570.34)         .0           TOTAL FUND EXPENDITURES         1,159,879.02         1,159,879.02         15,209,363.00         14,049,483.98         7.6	001-9899-989-46-09	FLEET FUEL COSTS	8,913.06	8,913.06	.00	( 8,913.06)	.0
TOTAL FUND EXPENDITURES 1,159,879.02 1,159,879.02 15,209,363.00 14,049,483.98 7.6		TOTAL INTERNAL OPERATION EXP	42,570.34	42,570.34	.00	( 42,570.34)	.0
		TOTAL CITYWIDE OPERATIONS	42,570.34	42,570.34	.00	( 42,570.34)	.0
NET REVENUE OVER EXPENDITURES 19,982.45 19,982.45 658,916.00 638,933.55 3.0		TOTAL FUND EXPENDITURES	1,159,879.02	1,159,879.02	15,209,363.00	14,049,483.98	7.6
		NET REVENUE OVER EXPENDITURES	19,982.45	19,982.45	658,916.00	638,933.55	3.0

## LODGERS TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
005-0000-311-12-03	LODGERS TAX	10,922.04	10,922.04	223,015.00	212,092.96	4.9
	TOTAL TAXES	10,922.04	10,922.04	223,015.00	212,092.96	4.9
	TOTAL FUND REVENUE	10,922.04	10,922.04	223,015.00	212,092.96	4.9

## LODGERS TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENT					
	CITY COUNCIL					
005-4010-400-30-07	CREDIT CARD CHARGES	4.56	4.56	324.00	319.44	1.4
005-4010-400-30-12	MV COUNTRY-TOURISM CONTRACT	105,114.07	105,114.07	178,412.00	73,297.93	58.9
005-4010-400-90-01	GENERAL FUND - BEAUTIFICATION	.00	.00	25,578.00	25,578.00	.0
005-4010-400-90-10	TRANSFER TO GENERAL FUND	.00	.00	18,701.00	18,701.00	.0
	TOTAL CITY COUNCIL	105,118.63	105,118.63	223,015.00	117,896.37	47.1
	TOTAL GENERAL GOVERNMENT	105,118.63	105,118.63	223,015.00	117,896.37	47.1
	TOTAL FUND EXPENDITURES	105,118.63	105,118.63	223,015.00	117,896.37	47.1
	NET REVENUE OVER EXPENDITURES	( 94,196.59)	( 94,196.59)	.00	94,196.59	.0

## SHOP FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
101-0000-367-39-00	SALES TO OTHER FUNDS	16,052.19	16,052.19	187,595.00	171,542.81	8.6
101-0000-367-39-01	SALES TO OTHER FUNDS - REPAIRS	38,917.51	38,917.51	241,861.00	202,943.49	16.1
	TOTAL REVENUE	54,969.70	54,969.70	429,456.00	374,486.30	12.8
	TOTAL FUND REVENUE	54,969.70	54,969.70	429,456.00	374,486.30	12.8

## SHOP FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL SERVICES					
	SHOP					
101-4110-616-10-01	REGULAR WAGES	15,013.60	15,013.60	201,698.00	186,684.40	7.4
101-4110-616-16-00	CITY RETIREMENT	750.68	750.68	9,046.00	8,295.32	8.3
101-4110-616-20-01	FICA/MEDICARE	1,111.16	1,111.16	14,400.00	13,288.84	7.7
101-4110-616-21-01	HEALTH/LIFE INSURANCE	4,668.00	4,668.00	56,016.00	51,348.00	8.3
101-4110-616-21-05	DENTAL INSURANCE	210.00	210.00	4,200.00	3,990.00	5.0
101-4110-616-21-06	WORKMENS COMPENSATION	1,423.61	1,423.61	16,680.00	15,256.39	8.5
101-4110-616-21-07	UNEMPLOYMENT	30.03	30.03	858.00	827.97	3.5
101-4110-616-30-04	COMPUTER/SOFWARE SERVICES	3,600.00	3,600.00	5,500.00	1,900.00	65.5
101-4110-616-30-19	INSURANCE & BONDS	1,524.28	1,524.28	5,109.00	3,584.72	29.8
101-4110-616-30-34	EMPLOYEE LICENSES/TESTING	145.00	145.00	500.00	355.00	29.0
101-4110-616-30-90	CONTRACT SERVICES-OTHER	522.00	522.00	7,500.00	6,978.00	7.0
101-4110-616-40-00	TRAVEL & TRAINING	.00	.00	2,100.00	2,100.00	.0
101-4110-616-42-01	TELEPHONE	195.00	195.00	2,400.00	2,205.00	8.1
101-4110-616-44-00	OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
101-4110-616-45-04	OIL	1,064.40	1,064.40	12,500.00	11,435.60	8.5
101-4110-616-45-05	TIRES	.00	.00	35,000.00	35,000.00	.0
101-4110-616-45-07	CLOTHING ALLOWANCE	.00	.00	2,500.00	2,500.00	.0
101-4110-616-45-10	OPERATING SUPPLIES-OTHER	.00	.00	5,000.00	5,000.00	.0
101-4110-616-45-16	VEH REPAIR & MAINTENANCE	2,758.99	2,758.99	75,000.00	72,241.01	3.7
101-4110-616-46-02	OTHER REPAIR & MAINT	.00	.00	8,000.00	8,000.00	.0
101-4110-616-47-02	FUEL & OIL	13,994.10	13,994.10	180,000.00	166,005.90	7.8
101-4110-617-32-90	MAINT CONTRACTS-OTHER	519.23	519.23	8,500.00	7,980.77	6.1
101-4110-617-42-01	TELEPHONE	.00	.00	1,200.00	1,200.00	.0
101-4110-617-42-03	POSTAGE	496.92	496.92	.00	( 496.92)	.0
101-4110-617-44-00	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
101-4110-617-45-10	OPERATING SUPPLIES	484.75	484.75	500.00	15.25	97.0
101-4110-617-46-02	OTHER REPAIR & MAINT	368.19	368.19	2,500.00	2,131.81	14.7
	TOTAL SHOP	48,879.94	48,879.94	658,207.00	609,327.06	7.4
	TOTAL GENERAL SERVICES	48,879.94	48,879.94	658,207.00	609,327.06	7.4
	TOTAL FUND EXPENDITURES	48,879.94	48,879.94	658,207.00	609,327.06	7.4
	NET REVENUE OVER EXPENDITURES	6,089.76	6,089.76	( 228,751.00)	( 234,840.76)	2.7

## TECHNOLOGY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
105-0000-333-18-00	CITY-WIDE COMPUTER	.00	.00	12,000.00	12,000.00	.0
105-0000-333-16-00	CITY-WIDE COMPOTER		.00	12,000.00	12,000.00	
	TOTAL SOURCES 333	.00	.00	12,000.00	12,000.00	.0
	COMPUTER SERVICES					
105-0000-336-10-00	CORTEZ FIRE PROTECTION DI	2,750.00	2,750.00	32,000.00	29,250.00	8.6
	TOTAL COMPUTER SERVICES	2,750.00	2,750.00	32,000.00	29,250.00	8.6
	REVENUE					
105-0000-367-18-00	SALE OF EQUIPMENT	.00	.00	25,000.00	25,000.00	.0
	TOTAL REVENUE	.00	.00	25,000.00	25,000.00	
	TOTAL FUND REVENUE	2,750.00	2,750.00	69,000.00	66,250.00	4.0

## TECHNOLOGY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENT					
	IT DEPARTMENT					
105-4015-615-10-01	REGULAR WAGES	21,278.40	21,278.40	288,786.00	267,507.60	7.4
105-4015-615-11-01	REGULAR OVERTIME	399.07	399.07	5,700.00	5,300.93	7.0
105-4015-615-16-00	CITY RETIREMENT	1,063.92	1,063.92	15,470.00	14,406.08	6.9
105-4015-615-20-01	FICA/MEDICARE	1,616.91	1,616.91	24,000.00	22,383.09	6.7
105-4015-615-21-01	HEALTH/LIFE INSURANCE	6,224.00	6,224.00	93,360.00	87,136.00	6.7
105-4015-615-21-05	DENTAL INSURANCE	280.00	280.00	4,200.00	3,920.00	6.7
105-4015-615-21-06	WORKMENS COMPENSATION	674.94	674.94	3,600.00	2,925.06	18.8
105-4015-615-21-07	UNEMPLOYMENT	43.34	43.34	650.00	606.66	6.7
105-4015-615-30-19	INSURANCE & BONDS	353.98	353.98	1,345.00	991.02	26.3
105-4015-615-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	200.00	200.00	.0
105-4015-615-30-57	E-WASTE	.00	.00	500.00	500.00	.0
105-4015-615-30-90	COMPUTER MAINT CONTRACTS	61,249.14	61,249.14	330,000.00	268,750.86	18.6
105-4015-615-30-91	IT EQUIPMENT	860.30	860.30	20,000.00	19,139.70	4.3
105-4015-615-40-00	TRAVEL & TRAINING	513.52	513.52	5,000.00	4,486.48	10.3
105-4015-615-42-01	TELEPHONE	231.38	231.38	9,000.00	8,768.62	2.6
105-4015-615-44-00	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
105-4015-615-45-07	CLOTHING ALLOWANCE	.00	.00	1,000.00	1,000.00	.0
105-4015-615-46-05	OTHER SOFTWARE MAINTENANC	.00	.00	80,680.00	80,680.00	.0
105-4015-615-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	250.00	250.00	.0
105-4015-615-60-11	CAPITAL PROJECTS	.00	.00	62,500.00	62,500.00	.0
	TOTAL IT DEPARTMENT	94,788.90	94,788.90	947,241.00	852,452.10	10.0
	TOTAL FIBER NETWORK	.00	.00	.00	.00	.0
	NETWORK SERVICES					
105-4019-581-32-90	MAINT. CONTRACTS - OTHER	.00	.00	113,000.00	113,000.00	.0
105-4019-581-46-02	OTHER REPAIR & MAINT	.00	.00	2,500.00	2,500.00	.0
105-4019-581-46-03	EQUIPMENT REPLACEMENTS	.00	.00	47,400.00	47,400.00	.0
	TOTAL NETWORK SERVICES	.00	.00	162,900.00	162,900.00	.0
	TOTAL GENERAL GOVERNMENT	94,788.90	94,788.90	1,110,141.00	1,015,352.10	8.5
	TOTAL FUND EXPENDITURES	94,788.90	94,788.90	1,110,141.00	1,015,352.10	8.5
	NET REVENUE OVER EXPENDITURES	( 92,038.90)	( 92,038.90)	( 1,041,141.00)	( 949,102.10)	( 8.8)

## STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
301-0000-311-12-01	SALES TAX	176,098.01	176,098.01	1,746,708.00	1,570,609.99	10.1
	TOTAL TAXES	176,098.01	176,098.01	1,746,708.00	1,570,609.99	10.1
	SOURCES 332					
301-0000-332-11-00	SNOW REMOVAL CONTRACT	.00	.00	15,000.00	15,000.00	.0
	TOTAL SOURCES 332	.00	.00	15,000.00	15,000.00	.0
	INTEREST					
301-0000-361-20-00	INVESTMENT	5,766.10	5,766.10	103,638.00	97,871.90	5.6
	TOTAL INTEREST	5,766.10	5,766.10	103,638.00	97,871.90	5.6
	REVENUE					
301-0000-367-25-00	SIDEWALK COST SHARE	.00	.00	15,000.00	15,000.00	.0
	TOTAL REVENUE	.00	.00	15,000.00	15,000.00	.0
	TOTAL FUND REVENUE	181,864.11	181,864.11	1,880,346.00	1,698,481.89	9.7

## STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
	CAPITAL PROJECTS					
301-4355-432-10-01	REGULAR WAGES	26,853.34	26,853.34	222,336.00	195,482.66	12.1
301-4355-432-11-01	OVERTIME	.00	.00	1,251.00	1,251.00	.0
301-4355-432-16-00	CITY RETIREMENT	1,091.64	1,091.64	10,926.00	9,834.36	10.0
301-4355-432-20-01	FICA/MEDICARE	2,010.83	2,010.83	16,928.00	14,917.17	11.9
301-4355-432-21-01	HEALTH/LIFE INSURANCE	6,224.00	6,224.00	74,688.00	68,464.00	8.3
301-4355-432-21-05	DENTAL INSURANCE	280.00	280.00	1,512.00	1,232.00	18.5
301-4355-432-21-06	WORKMENS COMPENSATION	341.12	341.12	3,200.00	2,858.88	10.7
301-4355-432-21-07	UNEMPLOYMENT	53.70	53.70	404.00	350.30	13.3
301-4355-432-30-04	COMPUTER/SOFTWARE SERVICE	.00	.00	1,785.00	1,785.00	.0
301-4355-432-30-05	CREA VENDOR FEES	2,784.73	2,784.73	30,000.00	27,215.27	9.3
301-4355-432-30-07	CREDIT CARD CHARGES	73.83	73.83	3,200.00	3,126.17	2.3
301-4355-432-30-19	INSURANCE & BONDS	.00	.00	1,250.00	1,250.00	.0
301-4355-432-30-90	OTHER CONTRACTUAL SERVICES	.00	.00	1,000.00	1,000.00	.0
301-4355-432-60-01	STREET IMPROVEMENTS	51,405.00	51,405.00	730,000.00	678,595.00	7.0
301-4355-432-60-04	CURB & GUTTER REPLACEMENT	.00	.00	90,000.00	90,000.00	.0
301-4355-432-60-09	CONCRETE	.00	.00	100,000.00	100,000.00	.0
301-4355-432-60-10	NEW CONSTRUCTION	.00	.00	250,000.00	250,000.00	.0
	TOTAL CAPITAL PROJECTS	91,118.19	91,118.19	1,538,480.00	1,447,361.81	5.9
	TOTAL PUBLIC WORKS	91,118.19	91,118.19	1,538,480.00	1,447,361.81	5.9
	TOTAL FUND EXPENDITURES	91,118.19	91,118.19	1,538,480.00	1,447,361.81	5.9
	NET REVENUE OVER EXPENDITURES	90,745.92	90,745.92	341,866.00	251,120.08	26.5

## HEALTH INSURANCE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERNAL SERVICE CHGS					
302-0000-371-35-00	HEALTH INSURANCE PREMIUMS	217,950.00	217,950.00	2,545,742.00	2,327,792.00	8.6
302-0000-371-40-00	EMPLOYEE PAYROLL TRANSFER	20,669.32	20,669.32	194,628.00	173,958.68	10.6
302-0000-371-41-00	DELTA DENTAL TRANSFER	10,080.00	10,080.00	113,040.00	102,960.00	8.9
	TOTAL INTERNAL SERVICE CHGS	248,699.32	248,699.32	2,853,410.00	2,604,710.68	8.7
	REVENUE					
302-0000-372-18-00	COBRA REVENUE	14.16	14.16	500.00	485.84	2.8
	TOTAL REVENUE	14.16	14.16	500.00	485.84	2.8
	TOTAL FUND REVENUE	248,713.48	248,713.48	2,853,910.00	2,605,196.52	8.7

## HEALTH INSURANCE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HEALTH INSURANCE CLAIMS					
	CITY MANAGER					
302-5314-539-21-01	HEALTH/LIFE INSURANCE	60,077.87	60,077.87	616,992.00	556,914.13	9.7
302-5314-539-21-05	DENTAL INSURANCE	8,596.77	8,596.77	102,312.00	93,715.23	8.4
302-5314-539-21-09	COBRA EXPENDITURES	22.55	22.55	.00	( 22.55)	.0
302-5314-539-21-10	HSA MATCH	1,000.00	1,000.00	45,000.00	44,000.00	2.2
302-5314-539-23-01	CLAIMS EXPENSE	120,192.47	120,192.47	1,905,780.00	1,785,587.53	6.3
	TOTAL CITY MANAGER	189,889.66	189,889.66	2,670,084.00	2,480,194.34	7.1
	TOTAL HEALTH INSURANCE CLAIMS	189,889.66	189,889.66	2,670,084.00	2,480,194.34	7.1
	TOTAL FUND EXPENDITURES	189,889.66	189,889.66	2,670,084.00	2,480,194.34	7.1
	NET REVENUE OVER EXPENDITURES	58,823.82	58,823.82	183,826.00	125,002.18	32.0

## **EQUIPMENT FUND**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
304-0000-311-12-01	SALES TAX	43,739.55	43,739.55	433,850.00	390,110.45	10.1
	TOTAL TAXES	43,739.55	43,739.55	433,850.00	390,110.45	10.1
	INTEREST					
304-0000-361-20-00	INVESTMENT	7,688.13	7,688.13	71,950.00	64,261.87	10.7
	TOTAL INTEREST	7,688.13	7,688.13	71,950.00	64,261.87	10.7
	TOTAL FUND REVENUE	51,427.68	51,427.68	505,800.00	454,372.32	10.2

## **EQUIPMENT FUND**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL SERVICES					
	SHOP					
304-4110-516-30-05	CREA VENDOR FEES	691.68	691.68	.00	( 691.68)	.0
304-4110-516-30-07	CREDIT CARD CHARGES	18.34	18.34	.00	( 18.34)	.0
304-4110-516-30-90	VEHICLES & EQUIPMENT	.00	.00	472,944.00	472,944.00	.0
	TOTAL SHOP	710.02	710.02	472,944.00	472,233.98	.2
	TOTAL GENERAL SERVICES	710.02	710.02	472,944.00	472,233.98	.2
	TOTAL FUND EXPENDITURES	710.02	710.02	472,944.00	472,233.98	.2
	NET REVENUE OVER EXPENDITURES	50,717.66	50,717.66	32,856.00	( 17,861.66)	154.4

## AIRPORT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STATE/COLO					
401-0000-332-16-00	FUEL	2,663.90	2,663.90	20,000.00	17,336.10	13.3
	TOTAL STATE/COLO	2,663.90	2,663.90	20,000.00	17,336.10	13.3
	INTEREST					
401-0000-361-20-00	INVESTMENT	2,562.71	2,562.71	.00	( 2,562.71)	.0
	TOTAL INTEREST	2,562.71	2,562.71	.00	( 2,562.71)	.0
	AIRPORT					
401-0000-363-11-00	AIRLINES	2,664.88	2,664.88	33,500.00	30,835.12	8.0
401-0000-363-11-01	LANDING FEES	4,994.70	4,994.70	72,000.00	67,005.30	6.9
401-0000-363-11-02	RENT	804.83	804.83	10,000.00	9,195.17	8.1
401-0000-363-12-02		2,326.92	2,326.92	28,000.00	25,673.08	8.3
401-0000-363-13-00	CAR RENTAL	476.97	476.97	3,000.00	2,523.03	15.9
401-0000-363-15-00	CORPORATE	55,085.96	55,085.96	50,000.00	( 5,085.96)	110.2
401-0000-363-16-00	CONCESSIONS	14.67	14.67	300.00	285.33	4.9
	TOTAL AIRPORT	66,368.93	66,368.93	196,800.00	130,431.07	33.7
	GRANTS					
401-0000-368-21-00	FEDERAL GRANTS	.00	.00	7,663,738.00	7,663,738.00	.0
	TOTAL GRANTS	.00	.00	7,663,738.00	7,663,738.00	.0
	TOTAL FUND REVENUE	71,595.54	71,595.54	7,880,538.00	7,808,942.46	.9

## AIRPORT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENTERPRISE					
	AIRPORT					
401-5819-588-10-01	REGULAR WAGES	15,093.61	15,093.61	205,336.00	190,242.39	7.4
401-5819-588-11-01	OVERTIME	.00	.00	8,000.00	8,000.00	.0
401-5819-588-16-00	CITY RETIREMENT	754.68	754.68	6,037.00	5,282.32	12.5
401-5819-588-20-01	FICA/MEDICARE	1,081.53	1,081.53	8,112.00	7,030.47	13.3
401-5819-588-21-01	HEALTH/LIFE INSURANCE	3,123.00	3,123.00	37,296.00	34,173.00	8.4
401-5819-588-21-05	DENTAL INSURANCE	140.00	140.00	1,680.00	1,540.00	8.3
401-5819-588-21-06	WORKMENS COMPENSATION	723.21	723.21	5,940.00	5,216.79	12.2
401-5819-588-21-07	UNEMPLOYMENT	30.19	30.19	304.00	273.81	9.9
401-5819-588-30-19	INSURANCE & BONDS	2,843.97	2,843.97	12,000.00	9,156.03	23.7
401-5819-588-30-37	SOLAR LEASE	13,418.00	13,418.00	13,418.00	.00	100.0
401-5819-588-30-90	CONTRACT SERVICES-OTHER	.00	.00	20,000.00	20,000.00	.0
401-5819-588-32-90	MAINT CONTRACTS-OTHER	.00	.00	50,000.00	50,000.00	.0
401-5819-588-40-00	TRAVEL & TRAINING	55.23	55.23	6,000.00	5,944.77	.9
401-5819-588-42-01	TELEPHONE	210.00	210.00	3,100.00	2,890.00	6.8
401-5819-588-42-03	POSTAGE	.00	.00	300.00	300.00	.0
401-5819-588-43-01	ELECTRIC	.00	.00	9,000.00	9,000.00	.0
401-5819-588-43-03	GAS	.00	.00	6,000.00	6,000.00	.0
401-5819-588-43-04	REFUSE	.00	.00	550.00	550.00	.0
401-5819-588-43-05	WATER	145.00	145.00	2,000.00	1,855.00	7.3
401-5819-588-44-00	OFFICE SUPPLIES	2.43	2.43	800.00	797.57	.3
	CLOTHING ALLOWANCE					
401-5819-588-45-07 401-5819-588-45-10	OPERATING SUPPLIES	.00 740.78	.00 740.78	2,000.00 8,500.00	2,000.00 7,759.22	.0 8.7
401-5819-588-46-02	OTHER REPAIR & MAINT	177.77	177.77	.00	( 177.77)	.0
401-5819-588-46-03	GROUNDS & RUNWAY	620.27	620.27	20,000.00	19,379.73	3.1
401-5819-588-46-04	PARKING LOT MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
401-5819-588-46-08	EQUIPMENT REPAIR-INTERNAL FLEET FUEL COSTS	811.24	811.24	10,000.00	9,188.76	8.1
401-5819-588-46-09	SPECIAL EVENTS & MARKETING	468.33	468.33	4,500.00	4,031.67	10.4
401-5819-588-49-03		.00	.00	4,500.00	4,500.00	.0
401-5819-588-50-00	MEMBERSHIP & DUES	.00	.00	1,000.00	1,000.00	.0
401-5819-588-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	600.00	600.00	.0
401-5819-588-60-00	CAPITAL PROJECTS DEPRECIATION EXPENSE	.00 .00	.00 .00	7,104,170.00 328,395.00	7,104,170.00 328,395.00	.0 .0
401-3619-360-91-00				320,393.00		
	TOTAL AIRPORT	40,439.24	40,439.24	7,880,538.00	7,840,098.76	.5
	TOTAL ENTERPRISE	40,439.24	40,439.24	7,880,538.00	7,840,098.76	.5
	TOTAL FUND EXPENDITURES	40,439.24	40,439.24	7,880,538.00	7,840,098.76	.5
	NET REVENUE OVER EXPENDITURES	31,156.30	31,156.30	.00	( 31,156.30)	.0

## DISPATCH FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
402-0000-333-21-00	E-911 AUTHORITY	.00	.00	85,000.00	85,000.00	.0
	TOTAL SOURCES 333	.00	.00	85,000.00	85,000.00	.0
	USER FEES					
402-0000-348-10-01	MONTEZUMA COUNTY SHERIFF	.00	.00	334,750.00	334,750.00	.0
402-0000-348-10-02	CITY OF CORTEZ	.00	.00	359,099.00	359,099.00	.0
402-0000-348-10-03	CORTEZ FIRE DEPARTMENT	.00	.00	62,893.00	62,893.00	.0
402-0000-348-10-04	MANCOS FIRE DEPARTMENT	.00	.00	9,160.00	9,160.00	.0
402-0000-348-10-05	DOLORES FIRE DEPARTMENT	.00	.00	9,160.00	9,160.00	.0
402-0000-348-10-06	LEWIS-ARRIOLA FIRE DEPT	.00	.00	9,160.00	9,160.00	.0
402-0000-348-10-07	PLEASANT VIEW FIRE DEPT	.00	.00	9,160.00	9,160.00	.0
402-0000-348-10-11	MANCOS MARSHALL	.00	.00	29,648.00	29,648.00	.0
402-0000-348-10-12	DOLORES COUNTY	.00	.00	9,160.00	9,160.00	.0
402-0000-348-10-14	MESA VERDE NATIONAL PARK	.00	.00	9,160.00	9,160.00	.0
402-0000-348-15-00	SW MEMORIAL HOSPITAL	.00	.00	75,490.00	75,490.00	.0
	TOTAL USER FEES	.00	.00	916,840.00	916,840.00	.0
	TOTAL FUND REVENUE	.00	.00	1,001,840.00	1,001,840.00	.0

## DISPATCH FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY					
	POLICE SUPPORT SERVICES					
402-4222-422-10-01	REGULAR WAGES	55,562.67	55,562.67	721,166.00	665,603.33	7.7
402-4222-422-11-01	OVERTIME	3,394.59	3,394.59	24,000.00	20,605.41	14.1
402-4222-422-16-00	CITY RETIREMENT	2,660.00	2,660.00	30,994.00	28,334.00	8.6
402-4222-422-20-01	FICA/MEDICARE	4,266.60	4,266.60	42,600.00	38,333.40	10.0
402-4222-422-21-01	HEALTH/LIFE INSURANCE	18,683.00	18,683.00	183,806.00	165,123.00	10.2
402-4222-422-21-05	DENTAL INSURANCE	840.00	840.00	8,680.00	7,840.00	9.7
402-4222-422-21-06	WORKMENS COMPENSATION	481.39	481.39	3,780.00	3,298.61	12.7
402-4222-422-21-07	UNEMPLOYMENT	117.90	117.90	1,937.00	1,819.10	6.1
402-4222-422-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	1,760.00	1,760.00	.0
402-4222-422-30-90	CONTRACT SERVICES-OTHER	.00	.00	2,589.00	2,589.00	.0
402-4222-422-32-90	MAINT CONTRACTS-OTHER	395.00	395.00	3,250.00	2,855.00	12.2
402-4222-422-40-00	TRAVEL/TRAINING	949.42	949.42	15,000.00	14,050.58	6.3
402-4222-422-42-01	TELEPHONE	75.00	75.00	2,200.00	2,125.00	3.4
402-4222-422-44-00	OFFICE SUPPLIES	.00	.00	3,250.00	3,250.00	.0
402-4222-422-45-07	CLOTHING ALLOWANCE	.00	.00	2,000.00	2,000.00	.0
402-4222-422-45-10	OPERATING SUPPLIES-OTHER	.00	.00	5,400.00	5,400.00	.0
402-4222-422-46-10	COMPUTER MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
402-4222-422-50-00	MEMBERSHIP & DUES	902.08	902.08	22,375.00	21,472.92	4.0
402-4222-422-91-00	DEPRECIATION EXPENSE	.00	.00	27,466.00	27,466.00	.0
	TOTAL POLICE SUPPORT SERVICES	88,327.65	88,327.65	1,107,253.00	1,018,925.35	8.0
	TOTAL PUBLIC SAFETY	88,327.65	88,327.65	1,107,253.00	1,018,925.35	8.0
	TOTAL FUND EXPENDITURES	88,327.65	88,327.65	1,107,253.00	1,018,925.35	8.0
	NET REVENUE OVER EXPENDITURES	( 88,327.65)	( 88,327.65)	( 105,413.00)	( 17,085.35)	( 83.8)

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
403-0000-311-12-01	SALES TAX	190,630.37	190,630.37	1,850,000.00	1,659,369.63	10.3
	TOTAL TAXES	190,630.37	190,630.37	1,850,000.00	1,659,369.63	10.3
	SERVICES					
403-0000-341-16-00 403-0000-341-21-00	CONCESSIONS RECREATION PROGRAMS	.00	.00	500.00 10,500.00	500.00 9,221.00	.0 12.2
	TOTAL SERVICES	1,279.00	1,279.00	11,000.00	9,721.00	11.6
	FEES					
403-0000-344-15-00	HEALTHWAYS/SILVER SNEAKER MISC REC ACTIVITIES	1,109.25	1,109.25	65,000.00 1,500.00	63,890.75 1,500.00	1.7
	TOTAL FEES	1,109.25	1,109.25	66,500.00	65,390.75	1.7
	FEES					
403-0000-346-20-00	PASSES/ADMISSION	27,916.18	27,916.18	240,000.00	212,083.82	11.6
403-0000-346-20-01 403-0000-346-20-02	GENERAL ADMISSION MERCHANDISE	11,349.01 192.92	11,349.01 192.92	132,854.00 2,200.00	121,504.99 2,007.08	8.5 8.8
	TOTAL FEES	39,458.11	39,458.11	375,054.00	335,595.89	10.5
	CHARGES					
403-0000-347-17-00	FACILITY USE FEE	1,197.50	1,197.50	15,000.00	13,802.50	8.0
	TOTAL CHARGES	1,197.50	1,197.50	15,000.00	13,802.50	8.0
	INTEREST					
403-0000-361-20-00	INVESTMENT	17,938.97	17,938.97	842,284.00	824,345.03	2.1
	TOTAL INTEREST	17,938.97	17,938.97	842,284.00	824,345.03	2.1
	REVENUE					
403-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00	.00	3,000.00	3,000.00	.0
	TOTAL REVENUE	.00	.00	3,000.00	3,000.00	.0

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND REVENUE	251,613.20	251,613.20	3,162,838.00	2,911,224.80	8.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
	RECREATION CENTER					
403-4556-456-10-01	REGULAR WAGES	72,626.25	72,626.25	1,386,694.00	1,314,067.75	5.2
403-4556-456-11-01	REGULAR OVERTIME	2,139.28	2,139.28	20,000.00	17,860.72	10.7
403-4556-456-16-00	CITY RETIREMENT	1,759.55	1,759.55	15,226.00	13,466.45	11.6
403-4556-456-20-01	FICA/MEDICARE	5,684.23	5,684.23	58,884.00	53,199.77	9.7
403-4556-456-21-01	HEALTH/LIFE INSURANCE	12,770.21	12,770.21	174,100.00	161,329.79	7.3
403-4556-456-21-05	DENTAL INSURANCE	574.00	574.00	6,484.00	5,910.00	8.9
403-4556-456-21-06	WORKMENS COMPENSATION	1,107.71	1,107.71	6,090.00	4,982.29	18.2
403-4556-456-21-07	UNEMPLOYMENT	149.53	149.53	2,335.00	2,185.47	6.4
403-4556-456-30-04	COMPUTER/SOFWARE SERVICES	609.80	609.80	32,000.00	31,390.20	1.9
403-4556-456-30-07	CREDIT CARD CHARGES	832.46	832.46	11,088.00	10,255.54	7.5
403-4556-456-30-19	INSURANCE & BONDS	9,956.94	9,956.94	38,220.00	28,263.06	26.1
403-4556-456-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	1,000.00	1,000.00	.0
403-4556-456-30-90	CONTRACT SERVICES-OTHER	252.00	252.00	43,000.00	42,748.00	.6
403-4556-456-32-90	MAINT CONTRACTS-OTHER	75.50	75.50	16,600.00	16,524.50	.5
403-4556-456-40-00	TRAVEL & TRAINING	139.45	139.45	32,500.00	32,360.55	.4
403-4556-456-42-01	TELEPHONE	218.88	218.88	2,000.00	1,781.12	10.9
403-4556-456-42-10	FIBER CHARGES	902.08	902.08	10,825.00	9,922.92	8.3
403-4556-456-43-01	ELECTRIC	.00	.00	120,000.00	120,000.00	.0
403-4556-456-43-02	SEWER	.00	.00	6,000.00	6,000.00	.0
403-4556-456-43-03	GAS	4,841.52	4,841.52	95,000.00	90,158.48	5.1
403-4556-456-43-04	REFUSE	.00	.00	2,600.00	2,600.00	.0
403-4556-456-43-05	WATER	.00	.00	4,400.00	4,400.00	.0
403-4556-456-44-00	OFFICE SUPPLIES	531.97	531.97	2,000.00	1,468.03	26.6
403-4556-456-45-02	SIGN & PAINT SUPPLIES	.00	.00	1,500.00	1,500.00	.0
403-4556-456-45-06	CHEMICALS & LAB	.00	.00	18,000.00	18,000.00	.0
403-4556-456-45-07	CLOTHING ALLOWANCE	.00	.00	4,000.00	4,000.00	.0
403-4556-456-45-10	OPERATING SUPPLIES-OTHER	2,031.74	2,031.74	87,400.00	85,368.26	2.3
403-4556-456-45-22	COPIER EXPENSE	.00	.00	7,000.00	7,000.00	.0
403-4556-456-45-23	CONCESSION	83.77	83.77	2,500.00	2,416.23	3.4
403-4556-456-45-28	AQUATICS	.00	.00	2,000.00	2,000.00	.0
403-4556-456-45-30	RECREATION	2,053.02	2,053.02	61,500.00	59,446.98	3.3
403-4556-456-46-02	OTHER REPAIR & MAINT	3,446.60	3,446.60	575,500.00	572,053.40	.6
403-4556-456-46-10	COMPUTER MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
403-4556-456-48-90	PRINTING-OTHER	.00	.00	1,000.00	1,000.00	.0
403-4556-456-49-03	ADVERTISING-OTHER	385.00	385.00	10,000.00	9,615.00	3.9
403-4556-456-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	45.00	45.00	.0
403-4556-456-91-00	DEPRECATION EXPENSE	.00	.00	250,677.00	250,677.00	.0
	TOTAL RECREATION CENTER	123,171.49	123,171.49	3,109,668.00	2,986,496.51	4.0
	TOTAL PARKS & RECREATION	123,171.49	123,171.49	3,109,668.00	2,986,496.51	4.0
	TOTAL FUND EXPENDITURES	123,171.49	123,171.49	3,109,668.00	2,986,496.51	4.0

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	128,441.71	128,441.71	53,170.00	( 75,271.71)	241.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FEES					
410-0000-346-10-01	SALES METERED WATER	.00	.00	3,322,298.00	3,322,298.00	.0
410-0000-346-10-02	BULK SALES	1,874.00	1,874.00	56,276.00	54,402.00	3.3
410-0000-346-10-03	PENALTY	.00	.00	15,000.00	15,000.00	.0
410-0000-346-10-04	CONNECT/DISCONNECT FEES	.00	.00	20,000.00	20,000.00	.0
410-0000-346-10-05	WATER DEVELOPMENT FEES	11,598.00	11,598.00	65,061.00	53,463.00	17.8
410-0000-346-10-07	SERVICE FEES	36.00	36.00	.00	( 36.00)	.0
	TOTAL FEES	13,508.00	13,508.00	3,478,635.00	3,465,127.00	.4
	INTEREST					
410-0000-361-20-00	INVESTMENT	12,813.55	12,813.55	89,016.00	76,202.45	14.4
	TOTAL INTEREST	12,813.55	12,813.55	89,016.00	76,202.45	14.4
	REVENUE					
410-0000-367-11-00	TOWAOC - TREATED WATER	.00	.00	392,054.00	392,054.00	.0
410-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00	.00	255,000.00	255,000.00	.0
410-0000-367-32-00	CORTEZ SANITATION DIST.	1,100.00	1,100.00	13,200.00	12,100.00	8.3
	TOTAL REVENUE	1,100.00	1,100.00	660,254.00	659,154.00	.2
	TOTAL FUND REVENUE	27,421.55	27,421.55	4,227,905.00	4,200,483.45	.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENTERPRISE					
	ADMINISTRATIVE					
	- ASSISTANTIAL - ASSISTANT AND ASSISTANT ASSISTANT AND ASSISTANT ASSISTANT AND ASSISTANT					
410-5816-589-21-06	WORKMENS COMPENSATION	341.12	341.12	2,000.00	1,658.88	17.1
410-5816-589-30-07	CREDIT CARD CHARGES	4,648.33	4,648.33	27,282.00	22,633.67	17.0
410-5816-589-30-19	INSURANCE & BONDS	25.62	25.62	194.00	168.38	13.2
410-5816-589-30-21	MVI - O & M CHARGE	.00	.00	6,500.00	6,500.00	.0
410-5816-589-30-22	O & M DWCD	.00	.00	13,000.00	13,000.00	.0
410-5816-589-30-90	OTHER CONTRACTUAL SERVICES	60.00	60.00	70,369.00	70,309.00	.1
410-5816-589-40-00	TRAVEL & TRAINING	125.00	125.00	1,600.00	1,475.00	7.8
410-5816-589-42-03	POSTAGE	.00	.00	8,000.00	8,000.00	.0
410-5816-589-44-00	OFFICE SUPPLIES	89.95	89.95	.00	( 89.95)	.0
410-5816-589-45-10	OPERATING SUPPLIES	.00	.00	200.00	200.00	.0
410-5816-589-46-08	EQUIPMENT REPAIR-INTERNAL	1,016.38	1,016.38	22,680.00	21,663.62	4.5
410-5816-589-46-09	FLEET FUEL COSTS	1,443.16	1,443.16	22,840.00	21,396.84	6.3
410-5816-589-50-00	MEMBERSHIP & DUES	431.00	431.00	2,000.00	1,569.00	21.6
410-5816-589-51-00	PUBLICATION/SUBSCRIPTION		.00	300.00	300.00	.0
	TOTAL ADMINISTRATIVE	8,180.56	8,180.56	176,965.00	168,784.44	4.6
	FILTRATION & TREATMENT					
410-5817-589-10-01	REGULAR WAGES	24,751.20	24,751.20	317,658.00	292,906.80	7.8
410-5817-589-11-01	OVERTIME	1,161.27	1,161.27	3,000.00	1,838.73	38.7
410-5817-589-16-00	CITY RETIREMENT	1,209.56	1,209.56	12,654.00	11,444.44	9.6
410-5817-589-20-01	FICA/MEDICARE	1,897.06	1,897.06	18,364.00	16,466.94	10.3
410-5817-589-21-01	HEALTH/LIFE INSURANCE	7,780.00	7,780.00	74,592.00	66,812.00	10.4
410-5817-589-21-05	DENTAL INSURANCE	350.00	350.00	3,360.00	3,010.00	10.4
410-5817-589-21-06	WORKMENS COMPENSATION	1,097.72	1,097.72	10,620.00	9,522.28	10.3
410-5817-589-21-07	UNEMPLOYMENT	51.82	51.82	689.00	637.18	7.5
410-5817-589-30-10	WATER ANALYSIS	.00	.00	13,000.00	13,000.00	.0
410-5817-589-30-19	INSURANCE & BONDS	18,513.34	18,513.34	74,445.00	55,931.66	24.9
410-5817-589-30-34	EMPLOYEE LICENSES/TESTING	185.00	185.00	550.00	365.00	33.6
410-5817-589-30-90	OTHER CONTRACTUAL SERVICES	45.50	45.50	14,300.00	14,254.50	.3
410-5817-589-40-00	TRAVEL & TRAINING	320.00	320.00	5,000.00	4,680.00	6.4
410-5817-589-42-01	TELEPHONE	275.00	275.00	7,520.00	7,245.00	3.7
410-5817-589-42-10	FIBER CHARGES	902.08	902.08	10,825.00	9,922.92	8.3
410-5817-589-43-01	ELECTRIC	.00	.00	32,700.00	32,700.00	.0
410-5817-589-43-03	GAS	1,252.70	1,252.70	13,200.00	11,947.30	9.5
410-5817-589-43-04	REFUSE	.00	.00	850.00	850.00	.0
410-5817-589-44-00	OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
410-5817-589-45-06	CHEMICALS & LAB	.00	.00	277,000.00	277,000.00	.0
410-5817-589-45-07	CLOTHING ALLOWANCE	1,404.68	1,404.68	4,500.00	3,095.32	31.2
410-5817-589-45-10	OPERATING SUPPLIES	74.05	74.05	5,000.00	4,925.95	1.5
410-5817-589-46-02		1,482.46	1,482.46	33,000.00	31,517.54	4.5
410-5817-589-50-00	MEMBERSHIP & DUES	.00	.00	700.00	700.00	.0
410-5817-589-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	400.00	400.00	.0
410-5817-589-61-34	BACKWASH POND	.00	.00	20,000.00	20,000.00	.0
410-5817-589-91-00	DEPRECIATION EXPENSE		.00	295,000.00	295,000.00	.0
	TOTAL FILTRATION & TREATMENT	62,753.44	62,753.44	1,249,727.00	1,186,973.56	5.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRANSMISSION/DISTRIBUTION					
410-5818-589-10-01	REGULAR WAGES	27,034.01	27,034.01	471,339.00	444,304.99	5.7
410-5818-589-11-01	OVERTIME	311.33	311.33	17,500.00	17,188.67	1.8
410-5818-589-16-00	CITY RETIREMENT	1,346.70	1,346.70	18,314.00	16,967.30	7.4
410-5818-589-20-01	FICA/MEDICARE	2,024.06	2,024.06	23,368.00	21,343.94	8.7
410-5818-589-21-01	HEALTH/LIFE INSURANCE	8,569.00	8,569.00	130,440.00	121,871.00	6.6
410-5818-589-21-05	DENTAL INSURANCE	455.00	455.00	6,300.00	5,845.00	7.2
410-5818-589-21-06	WORKMENS COMPENSATION	1,261.68	1,261.68	14,440.00	13,178.32	8.7
410-5818-589-21-07	UNEMPLOYMENT	65.66	65.66	876.00	810.34	7.5
410-5818-589-30-04	COMPUTER/SOFTWARE SERVICE	.00	.00	1,500.00	1,500.00	.0
410-5818-589-30-11	SOLID WASTE DISPOSAL	.00	.00	1,100.00	1,100.00	.0
410-5818-589-30-19	INSURANCE & BONDS	2,502.20	2,502.20	4,982.00	2,479.80	50.2
410-5818-589-30-34	EMPLOYEE LICENSES/TESTING	100.00	100.00	1,100.00	1,000.00	9.1
410-5818-589-30-90	OTHER CONTRACTUAL SERVICES	1,800.00	1,800.00	7,000.00	5,200.00	25.7
410-5818-589-40-00	TRAVEL & TRAINING	320.00	320.00	5,000.00	4,680.00	6.4
410-5818-589-42-01	TELEPHONE	275.58	275.58	3,500.00	3,224.42	7.9
410-5818-589-44-00	OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
410-5818-589-45-07	CLOTHING ALLOWANCE	1,036.36	1,036.36	9,000.00	7,963.64	11.5
410-5818-589-45-10	OPERATING SUPPLIES	.00	.00	4,100.00	4,100.00	.0
410-5818-589-45-17	LINE REPAIR	979.98	979.98	30,000.00	29,020.02	3.3
410-5818-589-46-02	OTHER REPAIR & MAINT	3,491.97	3,491.97	10,000.00	6,508.03	34.9
410-5818-589-50-00	MEMBERSHIP & DUES	.00	.00	200.00	200.00	.0
410-5818-589-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	300.00	300.00	.0
410-5818-589-52-00	EQUIPMENT RENTALS	.00	.00	350.00	350.00	.0
410-5818-589-91-10	DEPRECIATION EXPENSE	.00	.00	243,150.00	243,150.00	.0
	TOTAL TRANSMISSION/DISTRIBUTION	51,573.53	51,573.53	1,004,059.00	952,485.47	5.1
	TOTAL AIRPORT	.00	.00	.00	.00	.0
	METER MAINTENANCE					
410-5820-589-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	200.00	200.00	.0
410-5820-589-32-90	MAINT. CONTRACTS - OTHER	.00	.00	7,150.00	7,150.00	.0
410-5820-589-40-00	TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
410-5820-589-45-07	CLOTHING ALLOWANCE	.00	.00	1,000.00	1,000.00	.0
410-5820-589-45-10	OPERATING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
	OTHER REPAIR & MAINT	.00	.00	2,820.00	2,820.00	.0
	TOTAL METER MAINTENANCE	.00	.00	14,670.00	14,670.00	.0
	TOTAL ALL 21	.00	.00	.00	.00	.0
	DEBT RETIREMENT					
410-5822-589-70-28	GEN FUND INTEREST	.00	.00	197,560.00	197,560.00	.0
410-5822-589-70-29	GEN FUND PRINCIPAL	.00	.00	141,461.00	141,461.00	.0
	TOTAL DEBT RETIREMENT	.00	.00	339,021.00	339,021.00	.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL PROJECTS					
410-5855-589-60-06	WATER DISTRIBUTION IMP	.00	.00	379,000.00	379,000.00	.0
410-5855-589-60-07	TREATMENT PLANT	5,610.00	5,610.00	583,000.00	577,390.00	1.0
410-5855-589-60-10	CAPITAL PROJECTS	.00	.00	240,000.00	240,000.00	.0
410-5855-589-61-47	CONSERVATION PROJECT	.00	.00	30,000.00	30,000.00	.0
410-5855-589-62-05	CAPITAL - TRUCKS	.00	.00	125,000.00	125,000.00	.0
	TOTAL CAPITAL PROJECTS	5,610.00	5,610.00	1,357,000.00	1,351,390.00	.4
	TOTAL ALL 60	.00	.00	.00	.00	.0
	TOTAL ENTERPRISE	128,117.53	128,117.53	4,141,442.00	4,013,324.47	3.1
	TOTAL FUND EXPENDITURES	128,117.53	128,117.53	4,141,442.00	4,013,324.47	3.1
	NET REVENUE OVER EXPENDITURES	( 100,695.98)	( 100,695.98)	86,463.00	187,158.98	(116.5)

## CCN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
416-0000-340-10-03	DARK FIBER	3,753.96	3,753.96	.00	( 3,753.96)	.0
416-0000-340-10-05	FIBER SERVICE	.00	.00	53,560.00	53,560.00	.0
	TOTAL SOURCES 340	3,753.96	3,753.96	53,560.00	49,806.04	7.0
	FEES					
416-0000-342-05-00	E-RATE REVENUE	3,400.00	3,400.00	42,000.00	38,600.00	8.1
416-0000-342-12-00	GOVNET	3,774.99	3,774.99	49,020.00	45,245.01	7.7
	TOTAL FEES	7,174.99	7,174.99	91,020.00	83,845.01	7.9
	TOTAL FUND REVENUE	10,928.95	10,928.95	144,580.00	133,651.05	7.6

## CCN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENTERPRISE					
	CITY COMMUNITY NETWORK					
416-5830-582-30-19	INSURANCE & BONDS	.00	.00	75.00	75.00	.0
416-5830-583-30-90	OTHER CONTRACTUAL SERVICES	.00	.00	1,500.00	1,500.00	.0
416-5830-583-91-10	DEPRECIATION EXPENSE	.00	.00	30,190.00	30,190.00	.0
416-5830-586-30-56	UPSTREAM CONNECTIVITY	.00	.00	60,000.00	60,000.00	.0
	TOTAL CITY COMMUNITY NETWORK	.00	.00	91,765.00	91,765.00	.0
	TOTAL ENTERPRISE	.00	.00	91,765.00	91,765.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	91,765.00	91,765.00	.0
	NET REVENUE OVER EXPENDITURES	10,928.95	10,928.95	52,815.00	41,886.05	20.7

## REFUSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES					
421-0000-347-10-01	SALES REFUSE PICKUP	.00	.00	2,070,399.00	2,070,399.00	.0
421-0000-347-10-02	PENALTY	.00	.00	1,000.00	1,000.00	.0
421-0000-347-10-03	DUMPSTER RENTAL	.00	.00	5,490.00	5,490.00	.0
421-0000-347-10-05	CONTAINER LOCKS	.00	.00	1,400.00	1,400.00	.0
421-0000-347-18-00	CHIPPER/MULCHER	.00	.00	500.00	500.00	.0
	TOTAL CHARGES	.00	.00	2,078,789.00	2,078,789.00	.0
	INTEREST					
421-0000-361-20-00	INVESTMENT	5,766.10	5,766.10	44,760.00	38,993.90	12.9
	TOTAL INTEREST	5,766.10	5,766.10	44,760.00	38,993.90	12.9
	REVENUE					
421-0000-367-12-00	DUMP-TRUCK/LANDFILL FEES	.00	.00	1,900.00	1,900.00	.0
421-0000-367-13-00	RECYCLED REFUSE	.00	.00	15,794.00	15,794.00	.0
421-0000-367-14-00	STATE MANDATED BAG FEE	3,813.84	3,813.84	14,588.00	10,774.16	26.1
	TOTAL REVENUE	3,813.84	3,813.84	32,282.00	28,468.16	11.8
	TOTAL FUND REVENUE	9,579.94	9,579.94	2,155,831.00	2,146,251.06	.4

### CITY OF CORTEZ EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2025

#### REFUSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENTERPRISE					
	ADMINISTRATIVE					
	- ASSIMILATIVE					
421-5816-587-42-01	TELEPHONE	.00	.00	1,100.00	1,100.00	.0
421-5816-587-42-03	POSTAGE	.00	.00	7,500.00	7,500.00	.0
421-5816-587-46-08	EQUIPMENT REPAIR-INTERNAL	4,243.85	4,243.85	45,000.00	40,756.15	9.4
421-5816-587-46-09	FLEET FUEL COSTS	5,227.64	5,227.64	55,000.00	49,772.36	9.5
421-5816-589-58-01	INVESTMENT	.00	.00	50,000.00	50,000.00	.0
	TOTAL ADMINISTRATIVE	9,471.49	9,471.49	158,600.00	149,128.51	6.0
	TOTAL INTERFUND SERVICES	.00	.00	.00	.00	.0
	COLLECTION					
421-5823-587-10-01	REGULAR WAGES	32,051.62	32,051.62	485,408.00	453,356.38	6.6
421-5823-587-10-10	EMPLOYEE INCENTIVES	.00	.00	175.00	175.00	.0
421-5823-587-11-01	OVERTIME	4,241.95	4,241.95	16,000.00	11,758.05	26.5
421-5823-587-16-00	CITY RETIREMENT	1,602.58	1,602.58	17,922.00	16,319.42	8.9
421-5823-587-20-01	FICA/MEDICARE	2,688.69	2,688.69	26,009.00	23,320.31	10.3
421-5823-587-21-01	HEALTH/LIFE INSURANCE	11,681.00	11,681.00	100,000.00	88,319.00	11.7
421-5823-587-21-05	DENTAL INSURANCE	525.00	525.00	6,720.00	6,195.00	7.8
421-5823-587-21-06	WORKMENS COMPENSATION	5,710.77	5,710.77	75,805.00	70,094.23	7.5
421-5823-587-21-07	UNEMPLOYMENT	72.60	72.60	975.00	902.40	7.5
421-5823-587-30-11	SOLID WASTE DISPOSAL	.00	.00	414,322.00	414,322.00	.0
421-5823-587-30-19	INSURANCE & BONDS	1,923.22	1,923.22	8,043.00	6,119.78	23.9
421-5823-587-30-34	EMPLOYEE LICENSES/TESTING	2,500.00	2,500.00	5,000.00	2,500.00	50.0
421-5823-587-30-90	OTHER/CONTRACTUAL SERVICES	1,800.00	1,800.00	4,000.00	2,200.00	45.0
421-5823-587-40-00	TRAVEL & TRAINING	68.37	68.37	2,000.00	1,931.63	3.4
421-5823-587-42-01	TELEPHONE	245.00	245.00	2,800.00	2,555.00	8.8
421-5823-587-44-00	OFFICE SUPPLIES	.00	.00	300.00	300.00	.0
421-5823-587-45-06	CHEMICALS & LAB	.00	.00	500.00	500.00	.0
421-5823-587-45-07	CLOTHING ALLOWANCE	2,495.26	2,495.26	7,700.00	5,204.74	32.4
421-5823-587-45-10	OPERATING SUPPLIES	.00	.00	104,392.00	104,392.00	.0
421-5823-587-46-02	OTHER REPAIR & MAINT	310.00	310.00	8,000.00	7,690.00	3.9
421-5823-587-63-10	CAPITAL OUTLAY	.00	.00	319,952.00	319,952.00	.0
421-5823-587-91-10	DEPRECIATION EXPENSE	.00	.00	59,428.00	59,428.00	.0
	TOTAL COLLECTION	67,916.06	67,916.06	1,665,451.00	1,597,534.94	4.1

### CITY OF CORTEZ EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2025

### REFUSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECYCLING					
421-5824-587-10-01	REGULAR WAGES	7,050.80	7,050.80	99,532.00	92,481.20	7.1
421-5824-587-10-10	EMPLOYEE INCENTIVES	.00	.00	379.00	379.00	.0
421-5824-587-11-01	OVERTIME	339.86	339.86	6,000.00	5,660.14	5.7
421-5824-587-16-00	CITY RETIREMENT	352.54	352.54	6,837.00	6,484.46	5.2
421-5824-587-20-01	FICA/MEDICARE	536.32	536.32	9,187.00	8,650.68	5.8
421-5824-587-21-01	HEALTH/LIFE INSURANCE	2,334.00	2,334.00	28,138.00	25,804.00	8.3
421-5824-587-21-05	DENTAL INSURANCE	105.00	105.00	2,520.00	2,415.00	4.2
421-5824-587-21-06	WORKMENS COMPENSATION	1,237.04	1,237.04	15,720.00	14,482.96	7.9
421-5824-587-21-07	UNEMPLOYMENT	14.77	14.77	345.00	330.23	4.3
421-5824-587-30-19	INSURANCE & BONDS	104.43	104.43	782.00	677.57	13.4
421-5824-587-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	800.00	800.00	.0
421-5824-587-30-90	CONTRACTUAL SERVICES	.00	.00	7,500.00	7,500.00	.0
421-5824-587-40-00	TRAVEL & TRAINING	.00	.00	1,000.00	1,000.00	.0
421-5824-587-42-01	TELEPHONE	65.00	65.00	750.00	685.00	8.7
421-5824-587-42-03	POSTAGE	.00	.00	600.00	600.00	.0
421-5824-587-45-07	CLOTHING ALLOWANCE	620.35	620.35	3,400.00	2,779.65	18.3
421-5824-587-45-10	OPERATING SUPPLIES	.00	.00	6,000.00	6,000.00	.0
421-5824-587-46-02	OTHER REPAIR & MAINT	79.14	79.14	1,000.00	920.86	7.9
421-5824-587-50-00	MEMBERSHIP & DUES	.00	.00	5,400.00	5,400.00	.0
421-5824-587-91-10	DEPRECIATION EXPENSE	.00.	.00	18,533.00	18,533.00	.0
	TOTAL RECYCLING	12,839.25	12,839.25	214,423.00	201,583.75	6.0
	TOTAL ENTERPRISE	90,226.80	90,226.80	2,038,474.00	1,948,247.20	4.4
	TOTAL FUND EXPENDITURES	90,226.80	90,226.80	2,038,474.00	1,948,247.20	4.4
	NET REVENUE OVER EXPENDITURES	( 80,646.86)	( 80,646.86)	117,357.00	198,003.86	( 68.7)

### CITY OF CORTEZ REVENUES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2025

### CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STATE/COLO					
603-0000-332-17-00	LOTTERY	.00	.00	618,000.00	618,000.00	.0
	TOTAL STATE/COLO	.00	.00	618,000.00	618,000.00	.0
	TOTAL FUND REVENUE	.00	.00	618,000.00	618,000.00	.0

### CITY OF CORTEZ EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2025

### CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
	RECREATION CENTER					
603-4556-459-60-03	PARQUE DE VIDA PROJECTS	.00	.00	100,000.00	100,000.00	.0
603-4556-459-60-20	GOLF COURSE CART PATH	.00	.00	120,000.00	120,000.00	.0
603-4556-459-60-28	GOLF COURSE PROJECTS	.00	.00	15,000.00	15,000.00	.0
603-4556-459-60-32	PARK AMENITIES	.00	.00	250,000.00	250,000.00	.0
603-4556-459-60-48	POOL HEATERS	.00	.00	7,500.00	7,500.00	.0
603-4556-459-60-65	PARK MAINTENANCE SHOP	.00	.00	15,000.00	15,000.00	.0
603-4556-459-60-69	PRO SHOP PROJECTS	.00	.00	35,000.00	35,000.00	.0
603-4556-459-60-94	CITY PARK	.00	.00	20,000.00	20,000.00	.0
603-4556-459-60-99	POOL PROJECTS	.00	.00	55,000.00	55,000.00	.0
	TOTAL RECREATION CENTER	.00	.00	617,500.00	617,500.00	.0
	TOTAL PARKS & RECREATION	.00	.00	617,500.00	617,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	617,500.00	617,500.00	.0
	NET REVENUE OVER EXPENDITURES	.00.	.00	500.00	500.00	.0



Vern Knuckles Chief of Police 608 N. Park Street Cortez, CO. 81321 abrock@cortezco.gov

### Memorandum

To: CORTEZ CITY COUNCIL

From: Lori Millich, Administrative Secretary/Police

Date: 03-13-2025

RE: Ordinance No. 1334, Series 2025

### **BACKGROUND**

In 2021, Council approved Ordinance No. 1286, Series 2021 contracting with Axon Enterprises, Inc., of Scottsdale, Arizona ("AXON") to provide the Police Department with tasers, body-worn cameras and cloud storage of the data produced. This was a five-year contract that has expired.

#### DISCUSSION

The Police Department is asking that City Council approve a five-year contract with AXON Enterprises, Inc., for continuation of the services it has been providing to the City, which will include continued support and upgrades as new technology emerges over the next five years. There is an increase in the cost as new services and equipment are being requested.

The Police Department is asking that the City continues to use the AXON 4 body-worn cameras and AXON interview product. AXON interview has been on a separate contract and consolidating the AXON technology into a single annual payment will simplify administrative processes.

The Police Department is asking to upgrade the current Taser 7's to Taser 10's. This will be a significant improvement and advancement in de-escalating potentially dangerous situations and absolutely enhances officer safety. The Taser 7 offers two shots, one for long distance and one for close range. If a single dart does not make contact or disconnects, the device is ineffective. This has occurred on the street and in each of our trainings and demonstrations. The Taser 10 allows for up to 10 deployments and nearly doubles the effective range. More distance provides more safety for both the suspect and the officer.

We are asking to add the AXON Draft One to the contract. Draft One is advanced AI technology that works hand in hand with the AXON body-worn camera. Report writing is the most time-consuming task for officers, up to 40% of an officers' shift, as reported from Fort Collins Police Department, with similar results reported from other departments. Fort Collins also reported that Draft One reduced their report writing time, with higher quality reports, by 66%. Adding Draft One to the contract adds \$27,975.92 annually with the overall cost at \$139,629.60 over 5 years. This cost is projected to allow for each officer to be on the street an additional 549 hours per year. Officers on the street allow for quicker response time, better operational efficiency and lead to increased time officers can proactively patrol the city.

### FISCAL IMPACT

The proposed new AXON 5-year contract, which includes AXON Interview, AXON Body Worn Camera 4, Taser 10 and AXON Draft One, will cost \$593,545.91, paid out over the contract term:

Year 1: \$131,453.79 Year 2: \$115,523.03 Year 3: \$115,523.03 Year 4: \$115,523.03 Year 5: \$115,523.03

The first year cost has been included in the approved 2025 budget.

### RECOMMENDATION

Staff recommends that Council approve on second and final reading Ordinance No. 1334, Series 2025, an ordinance approving the Axon Enterprises, Inc Quote, and the Master Services and Purchasing Agreement and related addendums, to renew the Axon Subscriptions for another five years.

#### **MOTION**

If Council agrees with Staff's recommendation, a possible motion is: I move that Council approve on second and final reading Ordinance No. 1334, Series 2025, an ordinance approving the Axon Enterprises, Inc Quote, and the Master Services and Purchasing Agreement and related addendums, to renew the Axon Subscriptions for another five years.

### Attachments

Ord1334

Axon

Axon Master Services and Purchasing Agreement

# **ORDINANCE NO. 1334**

#### **SERIES 2025**

# AN ORDINANCE APPROVING A CONTRACT FOR SERVICE FOR LONGER THAN TWO YEARS WITH AXON ENTERPRISES, INC., FOR TASERS, BODY CAMERAS AND ASSOCIATED CLOUD STORAGE

WHEREAS, the Cortez Police Department employs tasers and body worn cameras in the discharge of the Police Department's law enforcement duties; and

WHEREAS, after a competitive bidding process, in 2021, pursuant to Ordinance No. 1286, Series 2021, the City of Cortez selected and contracted with Axon Enterprises, Inc., of Scottsdale, Arizona ("AXON"), to provide the Police Department with tasers, body worn cameras and cloud storage of the data produced; and

WHEREAS, AXON is unique in the industry in that it offers one integrated system for the purchase of tasers, body worn cameras, servicing of that equipment, and the storage of the digital data, and the Police Department has been satisfied with AXON's performance to date; and

WHEREAS, the term for the 2021 contract with AXON has expired and the Police Department has determined that it is necessary to renew the City's contract for the Body Worn Camera 4 and the Axon Interview products, that the Police Department should replace the Axon Taser 7 tasers with the Axon Taser 10 tasers, and that the Police Department should add Axon Draft One to the Police Department's technology suite; and

WHERAS, the City of Cortez Charter, Chapter IX, Section 6, requires that the City Council approve by ordinance any contracts for professional services lasting for a period of more than two years; and

WHEREAS, the contract with AXON is a contract for mixed purchase of goods and professional services, thereby requiring City Council approval by ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT the quote from AXON dated December 4, 2024, the AXON Master Services and Purchasing Agreement, and associated addendums, are hereby approved and the Mayor is authorized to sign the same.

REPEALER. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

SEVERABILITY. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION. Upon adoption hereof, this Ordinance shall

be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

EFFECTIVE DATE. This ordinance shall be effective upon publication after final passage.

FIRST READING: This ordinance shall be considered on first reading on March 11, 2025, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time the City Council shall consider authorizing the ordinance to be considered for a public hearing on second and final reading at a later date.

PUBLIC HEARING. This ordinance shall be considered for second and final reading on March 25, 2025, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez. Colorado, at which time and place all persons may appear and be heard concerning the same.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS  $11^{\rm th}$  DAY OF MARCH, 2025.

CITY OF CORTEZ

ATTEST:

ROBERT DOBRY, COUNCILMEMBER

ROBERT DOBRY, COUNCILMEMBER

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 25<sup>th</sup>
DAY OF MARCH, 2025.

CITY OF CORTEZ

ATTEST:

RACHEL B MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

J. PATRICK COLEMAN, CITY ATTORNEY



This Master Services and Purchasing Agreement ("Agreement") is between Axon Enterprise, Inc. ("Axon"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("Customer"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("Effective Date"). Axon and Customer are each a "Party" and collectively "Parties". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

#### Definitions.

- 1.1. "Axon Cloud Services" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "Axon Device" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "Quote" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "Services" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("Term").
  - 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("Subscription Term").
  - 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 3. Payment. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.
- 4. <u>Taxes</u>. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.
- 5. <u>Shipping</u>. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.
- 6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

### 7. Warranty.

7.1. Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal
Version: 22
Pelease Date: 8/2/2024

Release Date: 8/2/2024 Page 1 of 44



- 7.2. Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. Claims. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
  - 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
  - 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
  - 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/salesterms-and-conditions.
- 7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal
Version: 22

Release Date: 8/2/2024 Page 2 of 44



upon notice to the Customer.

- 8. Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9. Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.
- <u>Design Changes</u>. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
- 11. <u>Bundled Offerings</u>. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
- 12. <u>Insurance</u>. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13. <u>IP Rights</u>. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
- 14. <a href="IP Indemnification">IP Indemnification</a>. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
- 15. <u>Customer Responsibilities</u>. Customer is responsible for (a) Customer's use of Axon Devices; (b)Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

#### 16. **Termination**.

- 16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2. By Customer. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3. Effect of Termination. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 17. Confidentiality. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Title: Master Services and Purchasing Agreement between Axon and Customer



Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

#### 18. General.

- 18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. Export Compliance. Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 Entire Agreement. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <a href="https://www.axon.com/sales-terms-and-conditions">https://www.axon.com/sales-terms-and-conditions</a>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/202

Release Date: 8/2/2024 Page 4 of 44



Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	CUSTOMER:
Axon Enterprise, Inc.	
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2024

Page 5 of 44



# **Axon Cloud Services Terms of Use Appendix**

#### 1. Definitions.

- a. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence
  is a subset of Customer Content.
- c. "Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 2. <u>Access</u>. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Customer may not upload non-TASER Data to Axon Evidence Lite.
- 3. <u>Customer Owns Customer Content</u>. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4. <u>Security</u>. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
- 5. <u>Customer Responsibilities</u>. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
  - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 6. <u>Privacy</u>. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

Title: Master Services and Purchasing Agreement between Axon and Customer



screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

- 7. Axon Body Wi-Fi Positioning. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
- 8. <u>Storage</u>. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or anAxon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

- 9. <u>Location of Storage</u>. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.
- 10. <u>Suspension</u>. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
- 11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
- 12. <u>TASER Data Science Program.</u> Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

- 13. Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription")

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22

Release Date: 8/2/2024 Page 7 of 44



- b. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
- d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
- 14. <u>Axon Cloud Services Restrictions</u>. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
  - use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
- 15. <u>Draft One</u> Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
- 16. <u>After Termination</u>. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
- 17. <u>Post-Termination Assistance</u>. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 18. <u>U.S. Government Rights</u>. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22

Release Date: 8/2/2024 Page 8 of 44



19. <u>Survival</u>. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22

Release Date: 8/2/2024 Page 9 of 44



## **Axon Customer Experience Improvement Program Appendix**

1. Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

#### 2. ACEIP Tier 1.

- When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 11. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("New Use Case").
- 2.2. Expiration of ACEIP Tier 1. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
- ACEIP Tier 2. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may
  choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

Title: Master Services and Purchasing Agreement between Axon and Customer

<sup>&</sup>lt;sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

□ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Title: Master Services and Purchasing Agreement between Axon and Customer



## **Professional Services Appendix**

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. <u>Utilization of Services</u>. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- 2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

#### **Dock configuration**

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

#### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

#### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

#### Post go-live review

3. Body-Worn Camera Starter Service (Axon Starter). Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

#### System set up and configuration (Remote Support)

Title: Master Services and Purchasing Agreement between Axon and Customer



- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need
- Troubleshoot IT issues with Axon Evidence and Dock access

#### Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

### **Axon instructor training (Train the Trainer)**

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- **4.** <u>Body-Worn Camera Virtual 1-Day Service (Axon Virtual)</u>. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- 5. <u>CEW Services Packages</u>. CEW Services Packages are detailed below:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

#### **Dedicated Project Manager**

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

### Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

## System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

#### Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- For the CEW Full Service Package: Training for up to 3 individuals at Customer
- For the CEW Starter Package: Training for up to 1 individual at Customer

### TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

### Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

### **Archival of CEW Firing Logs**

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2024

Page 13 of 44



Smart Weapons that Customer is replacing with newer Smart Weapon models.

### **Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Customer with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. VR Services Package. VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

#### **Axon instructor training (Train the Trainer)**

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. Axon Air, On-Site Training. Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

### **Axon instructor training (Train the Trainer)**

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

- **9. Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.
- 10. Signal Sidearm Installation Service.
  - a. Purchases of 50 SSA units or more: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
  - b. <u>Purchases of less than 50 SSA units:</u> Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
- 11. <u>Out of Scope Services</u>. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- **12.** <u>Delivery of Services</u>. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

Title: Master Services and Purchasing Agreement between Axon and Customer



personnel to Customer premises as work hours.

- 13. Access Computer Systems to Perform Services. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
- 14. <u>Site Preparation</u>. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
- 15. <u>Acceptance</u>. When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
- 16. <u>Customer Network</u>. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2

Release Date: 8/2/2024 Page 15 of 44



# **Technology Assurance Plan Appendix**

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1. <u>TAP Warranty</u>. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
- Officer Safety Plan. If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables
  detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from
  Axon.
- 3. OSP 7 or OSP 10 Term. OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
- 4. <u>TAP BWC Upgrade</u>. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
- 5. TAP Dock Upgrade. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
- 6. <u>Upgrade Delay</u>. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
- 7. <u>Upgrade Change</u>. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
- 9. <u>Termination</u>. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **TASER Device Appendix**

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- 1. <u>Duty Cartridge Replenishment Plan</u>. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2. <u>Training</u>. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
- 3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
- 4. <u>Trade-in</u>. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer</u> Size	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

- TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
- 6. <u>Access Rights</u>. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
- 7. <u>Customer Warranty.</u> If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
- 8. <u>Purchase Order.</u> To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
- 9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
- 10. <u>Termination</u>. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1.TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2.Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

Title: Master Services and Purchasing Agreement between Axon and Customer



termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

- <u>Scope</u>. Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
- 2. <u>Support</u>. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
- 3. <u>Changes</u>. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4. <u>Customer Responsibilities</u>. Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5. Access to Systems. Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Fleet Appendix**

If Axon Fleet is included on the Quote, this Appendix applies.

- 1. Customer Responsibilities.
  - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
  - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
- Cradlepoint. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's
  end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If
  Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
- 3. <u>Third-party Installer</u>. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4. Wireless Offload Server.
  - 4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2. Restrictions. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
- 5. Axon Vehicle Software.
  - 5.1. <u>License Grant</u>. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - Nehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Title: Master Services and Purchasing Agreement between Axon and Customer



- 6. Acceptance Checklist. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
- 7. <u>Axon Fleet Upgrade</u>. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("Axon Fleet Upgrade") as scheduled on the Quote.
  - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
- 8. Axon Fleet Termination. Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
  - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Respond Appendix**

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

- 1. Axon Respond Subscription Term. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
- 2. <u>Scope of Axon Respond</u>. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
- 3. Axon Body LTE Requirements. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilclzes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
- 4. <u>Axon Fleet LTE Requirements</u>. Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
- 5. Axon Respond Service Limitations. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
- 6. <u>Termination</u>. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Title: Master Services and Purchasing Agreement between Axon and Customer



## **Add-on Services Appendix**

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

- 1. <u>Subscription Term</u>. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
  - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the addon.
- 2. <u>Axon Community Request Storage</u>. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3. Performance Auto-Tagging Data. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22

Release Date: 8/2/2024 Page 23 of 44



# **Axon Auto-Transcribe Appendix**

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

- 1. <u>Subscription Term.</u> If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
  - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
- 2. <u>Auto-Transcribe A-La-Carte Minutes.</u> Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 3. Axon Unlimited Transcribe. Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
- 4. Warranty. Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Virtual Reality Content Terms of Use Appendix**

If Virtual Reality is included on the Quote, this Appendix applies.

- 1. <u>Term.</u> The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "Virtual Reality Media").
- Headsets. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to
  purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those
  headsets from Axon.
- 3. <u>License Restrictions</u>. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
- 4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <a href="https://www.axon.com/axonvrprivacypolicy">https://www.axon.com/axonvrprivacypolicy</a>.
- 5. <u>Termination</u>. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Title: Master Services and Purchasing Agreement between Axon and Customer



## **Axon Evidence Local Software Appendix**

This Appendix applies if Axon Evidence Local is included on the Quote.

- 1. <u>License</u>. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
- 2. <u>Term.</u> The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
- 3. <u>License Restrictions</u>. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
- 4. <u>Support</u>. Axon may make available updates and error corrections ("Updates") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
- 5. <u>Termination</u>. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Application Programming Interface Appendix**

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

#### 1. Definitions.

- 1.1. "API Client" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Customer's data enabled by the supported API functionality.

### 2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
- 3. <u>Configuration</u>. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.
- 4. Customer Responsibilities. When using API Service, Customer and its end users may not:
  - 4.1. use API Service in any way other than as expressly permitted under this Agreement;
  - 4.2. use in any way that results in, or could result in, any security breach to Axon;
  - 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
  - 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
  - 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
  - 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
  - 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
  - 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
  - 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
  - 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
  - 4.11. disclose Axon's API manual.
- 5. <u>API Content</u>. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

Title: Master Services and Purchasing Agreement between Axon and Customer



- 5.1. the design, structure and naming of API Service fields in all responses and requests;
- 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
- 6. <u>Prohibitions on API Content</u>. Neither Customer nor its end users will use API content returned from the API Interface to:
  - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7. <u>API Updates</u>. Axon may update or modify the API Service from time to time ("API Update"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Title: Master Services and Purchasing Agreement between Axon and Customer



### **Advanced User Management Appendix**

This Appendix applies if Axon Advanced User Management is included on the Quote.

- 1. <u>Scope</u>. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("SCIM"), and (c) automate group creation and management through SCIM.
- 2. <u>Advanced User Management Configuration</u>. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

Title: Master Services and Purchasing Agreement between Axon and Customer



#### **FUSUS APPENDIX**

- <u>Access</u>. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may
  access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and
  managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible
  or transferable to the FUSUS cloud services.
- 2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

- 3. Disclaimer. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 4. Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Title: Master Services and Purchasing Agreement between Axon and Customer



### **Axon Channel Services Appendix**

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

- 1. Definitions.
  - 1.1. "Axon Digital Evidence Management System" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
  - 1.2. "Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
  - 1.3. "Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2. <u>Scope</u>. Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("Channel Services SOW"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
- 3. <u>Changes</u>. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 4. Purpose and Use. Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
- 5. <u>Project Management</u>. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 6. Warranty. Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 7. <u>Monitoring.</u> Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
- 8. Customer's Responsibilities. Axon's successful performance of the Channel Services requires Customer:
  - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access):
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22



and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2024

Page 32 of 44



### **VIEVU Data Migration Appendix**

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

- 1. <u>Scope.</u> Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be prescheduled and is subject to Axon's resource availability.
  - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
- 2. <u>Changes</u>. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3. <u>Project Management</u>. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4. <u>Downtime</u>. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5. <u>Functionality Changes</u>. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
- 6. <u>Acceptance</u>. Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
  - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
- 7. <u>Post-Migration</u>. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
- 8. Warranty. Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9. **Monitoring**. Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

Title: Master Services and Purchasing Agreement between Axon and Customer



10.

### **Axon Technical Account Manager Appendix**

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. <u>Axon Technical Account Manager Payment</u>. Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

### 2. Full-Time TAM Scope of Services.

- **2.1.** A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six-(6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- **2.3.** The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM Service options are listed below:

### Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining Customer's Axon Evidence account

Connecting Customer to "Early Access" programs for new devices

#### **Account Maintenance**

Conducting on-site training on new features and devices for Customer leadership team(s)

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly meetings to cover current issues and program status

#### Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing Customer's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

### **Direct Support**

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of Axon equipment

Creating and monitoring RMAs on-site

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Customer's production environment

### **Customer Advocacy**

Coordinating bi-annual voice of customer meetings with Axon's Device Management team

Recording and tracking Customer feature requests and major bugs

### 3. Regional TAM Scope of Services

- **3.1.** A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- **3.2.** There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- **3.3.** The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- **3.4.** The Regional TAM service options are listed below:

Title: Master Services and Purchasing Agreement between Axon and Customer



#### **Account Maintenance**

Conducting remote training on new features and devices for Customer's leadership

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

#### **Direct Support**

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon

Creating and monitoring RMAs remotely

### **Data Analysis**

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Customer's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

#### **Customer Advocacy**

Coordinating bi-yearly Voice of Customer meetings with Device Management team

Recording and tracking Customer feature requests and major bugs

- 4. Out of Scope Services. The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5. <u>TAM Leave Time</u>. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/202

Release Date: 8/2/2024 Page 35 of 44



# **Axon Investigate Appendix**

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

- 1. <u>License Grant</u>. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
- 2. Third-Party Licenses. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
- 3. Restrictions on Use. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
- 4. <u>Term.</u> For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a predetermined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
- 5. <u>Title</u>. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
- 6. <u>Copies</u>. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
- 7. Actions Required Upon Termination. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("Software Documentation") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
- 8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
- 9. <u>U.S. Government Restricted Rights</u>. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

Title: Master Services and Purchasing Agreement between Axon and Customer



subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Title: Master Services and Purchasing Agreement between Axon and Customer



# My90 Terms of Use Appendix

#### Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. "Recipient Contact Information" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. "Customer Data" means
  - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

#### 1.4. "My90 Data" means

- 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
- 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
- 2. Access. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
- 3. IP address. Axon will not store survey respondents' IP address.
- 4. <u>Customer Owns My90 Customer Content</u>. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

Title: Master Services and Purchasing Agreement between Axon and Customer



- **5.** <u>Details of the Processing</u>. The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
- 6. <u>Security</u>. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
- 7. <a href="Privacy">Privacy</a>. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <a href="https://www.axon.com/legal/my90privacypolicy">https://www.axon.com/legal/my90privacypolicy</a>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
- **8.** <u>Location of Storage</u>. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
- 9. Required Disclosures. Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
- **10.** <u>Data Sharing</u>. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
- 11. <u>License and Intellectual Property</u>. Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
- **12.** <u>Customer Use of Aggregated Survey Response</u>. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
- 13. <u>Data Subject Rights</u>. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
- 14. Assistance with Requests Related to My90 Customer Content. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal
Version: 22

Release Date: 8/2/2024 Page 39 of 44



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

- 15. Axon Evidence Partner Sharing. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
- 16. <u>Data Retention</u>. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
- **17.** <u>Termination</u>. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
- 18. Managing Data Shared. Customer is responsible for:
  - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams:
  - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
  - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
- 19. Prior to enrollment in My90. Prior to enrolling in My90, Customer will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
- 20. <u>Customer Responsibilities</u>. Customer is responsible for:
  - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2024

Release Date: 8/2/2024 Page 40 of 44



immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

- 21. <u>Suspension</u>. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- **22.** <u>My90 Restrictions.</u> Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
  - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Title: Master Services and Purchasing Agreement between Axon and Customer



Schedule 1- Details of the Processing

- 1. <u>Nature and Purpose of the Processing.</u> To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own:
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Title: Master Services and Purchasing Agreement between Axon and Customer



### **Axon Event Offer Appendix**

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

- 1. <u>General</u>. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
- 2. <u>Attendee/Employee Selection</u>. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
- 3. <u>Compliance</u>. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
- 4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
- 5. <u>Availability.</u> The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
- 6. <u>Revocation of Offer</u>. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Training Pod**

- 1. **Customer Responsibilities**. Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
- 2. Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 3. **Placement**. Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

Title: Master Services and Purchasing Agreement between Axon and Customer



This Master Services and Purchasing Agreement ("Agreement") is between Axon Enterprise, Inc. ("Axon"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("Customer"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("Effective Date"). Axon and Customer are each a "Party" and collectively "Parties". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

#### Definitions.

- 1.1. "Axon Cloud Services" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "Axon Device" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "Quote" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "Services" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("Term").
  - 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("Subscription Term").
  - 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 3. Payment. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.
- 4. <u>Taxes</u>. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.
- 5. <u>Shipping</u>. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.
- 6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

### 7. Warranty.

7.1. Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal
Version: 22
Pelease Date: 8/2/2024

Release Date: 8/2/2024 Page 1 of 44



- 7.2. Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. Claims. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
  - 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
  - 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
  - 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/salesterms-and-conditions.
- 7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal
Version: 22

Release Date: 8/2/2024 Page 2 of 44



upon notice to the Customer.

- 8. Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9. Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.
- <u>Design Changes</u>. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
- 11. <u>Bundled Offerings</u>. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
- 12. <u>Insurance</u>. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13. <u>IP Rights</u>. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
- 14. <a href="IP Indemnification">IP Indemnification</a>. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
- 15. <u>Customer Responsibilities</u>. Customer is responsible for (a) Customer's use of Axon Devices; (b)Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

#### 16. **Termination**.

- 16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2. By Customer. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3. Effect of Termination. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 17. Confidentiality. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Title: Master Services and Purchasing Agreement between Axon and Customer



Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

#### 18. General.

- 18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. Export Compliance. Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 Entire Agreement. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <a href="https://www.axon.com/sales-terms-and-conditions">https://www.axon.com/sales-terms-and-conditions</a>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/202

Release Date: 8/2/2024 Page 4 of 44



Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	CUSTOMER:
Axon Enterprise, Inc.	
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2024

Page 5 of 44



# **Axon Cloud Services Terms of Use Appendix**

#### 1. Definitions.

- a. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence
  is a subset of Customer Content.
- c. "Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 2. <u>Access</u>. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Customer may not upload non-TASER Data to Axon Evidence Lite.
- 3. <u>Customer Owns Customer Content</u>. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4. <u>Security</u>. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
- 5. <u>Customer Responsibilities</u>. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
  - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 6. <u>Privacy</u>. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

Title: Master Services and Purchasing Agreement between Axon and Customer



screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

- 7. Axon Body Wi-Fi Positioning. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
- 8. <u>Storage</u>. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or anAxon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

- 9. <u>Location of Storage</u>. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.
- 10. <u>Suspension</u>. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
- 11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
- 12. <u>TASER Data Science Program.</u> Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

- 13. Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription")

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22

Release Date: 8/2/2024 Page 7 of 44



- b. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
- d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
- 14. <u>Axon Cloud Services Restrictions</u>. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
  - use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
- 15. <u>Draft One</u> Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
- 16. <u>After Termination</u>. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
- 17. <u>Post-Termination Assistance</u>. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 18. <u>U.S. Government Rights</u>. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22

Release Date: 8/2/2024 Page 8 of 44



19. <u>Survival</u>. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22

Release Date: 8/2/2024 Page 9 of 44



### **Axon Customer Experience Improvement Program Appendix**

1. Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

#### 2. ACEIP Tier 1.

- When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 11. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("New Use Case").
- 2.2. Expiration of ACEIP Tier 1. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
- ACEIP Tier 2. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may
  choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

Title: Master Services and Purchasing Agreement between Axon and Customer

<sup>&</sup>lt;sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

□ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Title: Master Services and Purchasing Agreement between Axon and Customer



### **Professional Services Appendix**

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. <u>Utilization of Services</u>. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- 2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

#### **Dock configuration**

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

#### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

#### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

#### Post go-live review

3. Body-Worn Camera Starter Service (Axon Starter). Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

#### System set up and configuration (Remote Support)

Title: Master Services and Purchasing Agreement between Axon and Customer



- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need
- Troubleshoot IT issues with Axon Evidence and Dock access

#### Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

### **Axon instructor training (Train the Trainer)**

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- **4.** <u>Body-Worn Camera Virtual 1-Day Service (Axon Virtual)</u>. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- 5. <u>CEW Services Packages</u>. CEW Services Packages are detailed below:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

#### **Dedicated Project Manager**

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

### Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

### System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

#### Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- For the CEW Full Service Package: Training for up to 3 individuals at Customer
- For the CEW Starter Package: Training for up to 1 individual at Customer

### TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

### Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

### **Archival of CEW Firing Logs**

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2024

Page 13 of 44



Smart Weapons that Customer is replacing with newer Smart Weapon models.

### **Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Customer with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. <u>VR Services Package.</u> VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

#### **Axon instructor training (Train the Trainer)**

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. Axon Air, On-Site Training. Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

### **Axon instructor training (Train the Trainer)**

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

- **9. Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.
- 10. Signal Sidearm Installation Service.
  - a. Purchases of 50 SSA units or more: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
  - b. <u>Purchases of less than 50 SSA units:</u> Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
- 11. <u>Out of Scope Services</u>. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- **12.** <u>Delivery of Services</u>. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

Title: Master Services and Purchasing Agreement between Axon and Customer



personnel to Customer premises as work hours.

- 13. Access Computer Systems to Perform Services. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
- 14. <u>Site Preparation</u>. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
- 15. <u>Acceptance</u>. When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
- 16. <u>Customer Network</u>. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2

Release Date: 8/2/2024 Page 15 of 44



# **Technology Assurance Plan Appendix**

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1. <u>TAP Warranty</u>. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
- Officer Safety Plan. If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables
  detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from
  Axon.
- 3. OSP 7 or OSP 10 Term. OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
- 4. <u>TAP BWC Upgrade</u>. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
- 5. TAP Dock Upgrade. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
- 6. <u>Upgrade Delay</u>. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
- 7. <u>Upgrade Change</u>. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
- 9. <u>Termination</u>. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **TASER Device Appendix**

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- 1. <u>Duty Cartridge Replenishment Plan</u>. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2. <u>Training</u>. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
- 3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
- 4. <u>Trade-in</u>. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer</u> Size	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

- TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
- 6. <u>Access Rights</u>. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
- 7. <u>Customer Warranty.</u> If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
- 8. <u>Purchase Order.</u> To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
- 9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
- 10. <u>Termination</u>. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1.TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2.Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

Title: Master Services and Purchasing Agreement between Axon and Customer



termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

- <u>Scope</u>. Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
- 2. <u>Support</u>. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
- 3. <u>Changes</u>. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4. <u>Customer Responsibilities</u>. Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5. Access to Systems. Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Fleet Appendix**

If Axon Fleet is included on the Quote, this Appendix applies.

- 1. Customer Responsibilities.
  - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
  - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
- Cradlepoint. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's
  end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If
  Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
- 3. <u>Third-party Installer</u>. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4. Wireless Offload Server.
  - 4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2. Restrictions. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
- 5. Axon Vehicle Software.
  - 5.1. <u>License Grant</u>. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - Nehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Title: Master Services and Purchasing Agreement between Axon and Customer



- 6. Acceptance Checklist. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
- 7. <u>Axon Fleet Upgrade</u>. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("Axon Fleet Upgrade") as scheduled on the Quote.
  - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
- 8. Axon Fleet Termination. Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
  - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Respond Appendix**

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

- 1. Axon Respond Subscription Term. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
- 2. <u>Scope of Axon Respond</u>. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
- 3. Axon Body LTE Requirements. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilclzes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
- 4. <u>Axon Fleet LTE Requirements</u>. Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
- 5. Axon Respond Service Limitations. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
- 6. <u>Termination</u>. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Add-on Services Appendix**

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

- 1. <u>Subscription Term</u>. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
  - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the addon.
- 2. <u>Axon Community Request Storage</u>. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3. Performance Auto-Tagging Data. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22

Release Date: 8/2/2024 Page 23 of 44



# **Axon Auto-Transcribe Appendix**

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

- 1. <u>Subscription Term.</u> If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
  - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
- 2. <u>Auto-Transcribe A-La-Carte Minutes.</u> Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 3. Axon Unlimited Transcribe. Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
- 4. Warranty. Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Virtual Reality Content Terms of Use Appendix**

If Virtual Reality is included on the Quote, this Appendix applies.

- 1. <u>Term.</u> The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "Virtual Reality Media").
- Headsets. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to
  purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those
  headsets from Axon.
- 3. <u>License Restrictions</u>. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
- 4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <a href="https://www.axon.com/axonvrprivacypolicy">https://www.axon.com/axonvrprivacypolicy</a>.
- 5. <u>Termination</u>. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Evidence Local Software Appendix**

This Appendix applies if Axon Evidence Local is included on the Quote.

- 1. <u>License</u>. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
- 2. <u>Term.</u> The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
- 3. <u>License Restrictions</u>. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
- 4. <u>Support</u>. Axon may make available updates and error corrections ("Updates") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
- 5. <u>Termination</u>. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Application Programming Interface Appendix**

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

## 1. Definitions.

- 1.1. "API Client" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Customer's data enabled by the supported API functionality.

## 2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
- 3. <u>Configuration</u>. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.
- 4. Customer Responsibilities. When using API Service, Customer and its end users may not:
  - 4.1. use API Service in any way other than as expressly permitted under this Agreement;
  - 4.2. use in any way that results in, or could result in, any security breach to Axon;
  - 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
  - 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
  - 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
  - 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
  - 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
  - 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
  - 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
  - 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
  - 4.11. disclose Axon's API manual.
- 5. <u>API Content</u>. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

Title: Master Services and Purchasing Agreement between Axon and Customer



- 5.1. the design, structure and naming of API Service fields in all responses and requests;
- 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
- 6. <u>Prohibitions on API Content</u>. Neither Customer nor its end users will use API content returned from the API Interface to:
  - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7. <u>API Updates</u>. Axon may update or modify the API Service from time to time ("API Update"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Advanced User Management Appendix**

This Appendix applies if Axon Advanced User Management is included on the Quote.

- 1. <u>Scope</u>. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("SCIM"), and (c) automate group creation and management through SCIM.
- 2. <u>Advanced User Management Configuration</u>. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

Title: Master Services and Purchasing Agreement between Axon and Customer



## **FUSUS APPENDIX**

- <u>Access</u>. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may
  access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and
  managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible
  or transferable to the FUSUS cloud services.
- 2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

- 3. Disclaimer. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 4. Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Channel Services Appendix**

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

- 1. Definitions.
  - 1.1. "Axon Digital Evidence Management System" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
  - 1.2. "Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
  - 1.3. "Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2. <u>Scope</u>. Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("Channel Services SOW"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
- 3. <u>Changes</u>. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 4. Purpose and Use. Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
- 5. <u>Project Management</u>. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 6. Warranty. Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 7. <u>Monitoring.</u> Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
- 8. Customer's Responsibilities. Axon's successful performance of the Channel Services requires Customer:
  - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access):
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22



and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2024

Page 32 of 44



# **VIEVU Data Migration Appendix**

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

- 1. <u>Scope.</u> Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be prescheduled and is subject to Axon's resource availability.
  - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
- 2. <u>Changes</u>. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3. <u>Project Management</u>. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4. <u>Downtime</u>. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5. <u>Functionality Changes</u>. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
- 6. <u>Acceptance</u>. Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
  - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
- 7. <u>Post-Migration</u>. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
- 8. Warranty. Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9. **Monitoring**. Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

Title: Master Services and Purchasing Agreement between Axon and Customer



10.

# **Axon Technical Account Manager Appendix**

This Appendix applies if Axon Support Engineer services are included on the Quote.

Axon Technical Account Manager Payment. Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

## 2. Full-Time TAM Scope of Services.

- **2.1.** A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six-(6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- **2.3.** The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM Service options are listed below:

## Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining Customer's Axon Evidence account

Connecting Customer to "Early Access" programs for new devices

#### **Account Maintenance**

Conducting on-site training on new features and devices for Customer leadership team(s)

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly meetings to cover current issues and program status

#### Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing Customer's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

## **Direct Support**

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of Axon equipment

Creating and monitoring RMAs on-site

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Customer's production environment

## **Customer Advocacy**

Coordinating bi-annual voice of customer meetings with Axon's Device Management team

Recording and tracking Customer feature requests and major bugs

## 3. Regional TAM Scope of Services

- **3.1.** A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- **3.2.** There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- **3.3.** The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- **3.4.** The Regional TAM service options are listed below:

Title: Master Services and Purchasing Agreement between Axon and Customer



## **Account Maintenance**

Conducting remote training on new features and devices for Customer's leadership

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

## **Direct Support**

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon

Creating and monitoring RMAs remotely

## **Data Analysis**

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Customer's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

## **Customer Advocacy**

Coordinating bi-yearly Voice of Customer meetings with Device Management team

Recording and tracking Customer feature requests and major bugs

- 4. <u>Out of Scope Services</u>. The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5. <u>TAM Leave Time</u>. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Investigate Appendix**

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

- 1. <u>License Grant</u>. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
- 2. Third-Party Licenses. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
- 3. <u>Restrictions on Use</u>. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
- 4. <u>Term</u>. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a predetermined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
- 5. <u>Title</u>. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
- 6. <u>Copies</u>. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
- 7. Actions Required Upon Termination. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("Software Documentation") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
- 8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
- 9. <u>U.S. Government Restricted Rights</u>. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22

Release Date: 8/2/2024 Page 36 of 44



subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Title: Master Services and Purchasing Agreement between Axon and Customer



# My90 Terms of Use Appendix

#### Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. "Recipient Contact Information" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. "Customer Data" means
  - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

#### 1.4. "My90 Data" means

- 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
- 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
- 2. Access. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
- 3. IP address. Axon will not store survey respondents' IP address.
- 4. <u>Customer Owns My90 Customer Content</u>. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

Title: Master Services and Purchasing Agreement between Axon and Customer



- 5. <u>Details of the Processing</u>. The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
- 6. <u>Security</u>. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
- 7. <a href="Privacy">Privacy</a>. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <a href="https://www.axon.com/legal/my90privacypolicy">https://www.axon.com/legal/my90privacypolicy</a>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
- **8.** <u>Location of Storage</u>. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
- 9. Required Disclosures. Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
- **10.** <u>Data Sharing</u>. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
- 11. <u>License and Intellectual Property</u>. Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
- **12.** <u>Customer Use of Aggregated Survey Response</u>. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
- 13. <u>Data Subject Rights</u>. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
- 14. Assistance with Requests Related to My90 Customer Content. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

Title: Master Services and Purchasing Agreement between Axon and Customer



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

- 15. Axon Evidence Partner Sharing. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
- 16. <u>Data Retention</u>. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
- **17.** <u>Termination</u>. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
- 18. Managing Data Shared. Customer is responsible for:
  - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams:
  - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
  - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
- 19. Prior to enrollment in My90. Prior to enrolling in My90, Customer will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
- 20. <u>Customer Responsibilities</u>. Customer is responsible for:
  - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal Version: 22 Release Date: 8/2/2024

Release Date: 8/2/2024 Page 40 of 44



immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

- 21. <u>Suspension</u>. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- **22.** <u>My90 Restrictions.</u> Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
  - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Title: Master Services and Purchasing Agreement between Axon and Customer



Schedule 1- Details of the Processing

- 1. <u>Nature and Purpose of the Processing.</u> To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own:
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Event Offer Appendix**

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

- 1. <u>General</u>. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
- 2. <u>Attendee/Employee Selection</u>. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
- 3. <u>Compliance</u>. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
- 4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
- 5. <u>Availability.</u> The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
- 6. <u>Revocation of Offer</u>. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

Title: Master Services and Purchasing Agreement between Axon and Customer



# **Axon Training Pod**

- 1. **Customer Responsibilities**. Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
- 2. Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 3. **Placement**. Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

Title: Master Services and Purchasing Agreement between Axon and Customer



Brian Peckins
Director of Public Works
110 West Progress Circle
Cortez, CO. 81321
bpeckins@cortezco.gov

## Memorandum

To: CORTEZ CITY COUNCIL

From: BRIAN PECKINS, DIRECTOR OF PUBLIC WORKS

Date: March 25, 2025

RE: Award of the 2025 Cathodic Protection Project for Tanks 1, 2, & 3

## **BACKGROUND**

The City of Cortez Public Works Department advertised for a qualified contractor to provide engineering services, design, materials, equipment, labor, and supervision for the installation of galvanic sacrificial anode systems to provide corrosion control for the interior of three, two-million-gallon drinking water storage tanks.

#### DISCUSSION

City staff compiled proposals for the design, engineering services, materials, and installation of cathodic protection systems intended for the interiors of the three water storage tanks, each with a capacity of two million gallons. This initiative aims to enhance the longevity of the three tanks that underwent rehabilitation over the past three years. The planned cathodic protection system is expected to provide a service life extension of the tanks for at least 6 to 8 years. The project was publicized on the City's website, BidNet (348 contacts), and in the Cortez Journal. The proposals were opened on February 10, 2025, resulting in receipt of the following five proposals:

Accurate Corrosion Control, Inc. \$389,000.00
Corrosion Services, LLC \$80,142.00
Farwest Corrosion Control Company, LLC \$180,300.00
Mountain West Tank Resources, LLC \$48,000.00
Total Corrosion & Lightning Protection Solutions, LLC \$268,000.00

This item went to Council at its regular meeting on February 25, 2025. However, a protest letter was submitted from one of the firms asserting that the lowest bidder, Mountain West Tank Resources, LLC, failed to comply with the specifications outlined in the City's RFP. Council then chose to table the award so Mountain West could address the bid protest (copy attached). Staff believes that Mountain West does fulfill the qualifications specified in the RFP (see attached scoring matrix).

The ability of Mountain West to provide a lower overall cost can be attributed to the following factors:

- 1. Mountain West can implement the cathodic protection without requiring the tanks to be taken out of service. Its team includes certified divers who are qualified to carry out the installation. In contrast, other vendors would need to drain the tanks and erect scaffolding, resulting in a longer completion time and higher expenses.
- 2. Mountain West manufactures its own anodes, which are priced at \$3,200 each for a tank. This approach results in significant savings on material costs. In contrast, Accurate Corrosion Control charges \$73,800 per tank for cathodic protection materials.

3. The only local vendor among the proposers is Mountain West. The other bidders are not local, which results in higher mobilization costs. Mountain West's total mobilization expense is only \$1,000 while Accurate Corrosion Control's cost is \$49,200 for each tank.

## FISCAL IMPACT

All monies for this cathodic protection system project have been budgeted in the 2025 Water Fund Capital Projects account.

## RECOMMENDATION

While all five companies appear to be qualified to perform the necessary work, Mountain West Tank Resources, LLC will meet the City's needs at the lowest bid price for the cathodic protection. The City of Cortez has conducted business with Mountain West Tank Resources (previously dba CW Divers) for the past 14 years with more than satisfactory results. Thus, Staff recommends that Council award the 2025 Galvanic Cathodic Protection System Project to Mountain West Tank Resources, LLC. at its bid price of \$48,000.

## **MOTION**

If agreed upon by the City Council, a possible motion would be: I make the motion to award the 2025 Cathodic Protection System Project to Mountain West Tank Resources, LLC at its bid price of \$48,000, and authorize the City Manager to negotiate and sign a Professional Services Agreement for this purpose on behalf of the City.

Attachments

Mtn West Rebuttal to Protest Matrix-Cathodic Protection



March 3, 2025

Brian K Peckins Public Works Director City of Cortez W: 970-565-7320 www.cortezco.gov

Subject Bid Protest - City of Cortez 2025 Cathodic Protection System

Dear Brian,

As requested, I am responding to the referenced protects bid protest as the Owner and President of Mountain West Tank Resources, Inc. I choose not to retain legal counsel at this time. Instead, choose to address the bid protest with direct counterpoints to those offered by the protester.

1) Claim: Mountain West does not employ nor intend to employ a Corrosion Specialist.

MWTR Response: Mr. Bill Donohue, the previous Owner of CW Divers, is retained by MWTR as an on-staff consultant. Bill is a pioneering NACE CP Technologist who recommended the use of galvanic cathodic protection to the City of Cortez based on conditions discovered from prior inspections. Bill has over 40 years' experience recommending and installing galvanic CP systems in the 4 corners region. Prior to the advent of "Corrosion Specialist" the role of Corrosion Technologist was the highest level of certification needed for many CP system design and installation needs. Therefore, with no admission of impropriety, at no add'l cost to the city or this project, MWTR will retain a Certified Corrosion Specialist for our design, review and submittal process. (cert attached)

2) Claim: Mountain West's cathodic protection system is not certified ANSI/NSF-61.

MWTR Response: This accusation is presumptive and libelous on the protestors' part. MWTR's anode supplier routinely provides certified NSF-61 anodes, and these certs will be submitted in our submittal. (certs attached) This statement is false and misleading.

3) Claim: Mountain West has not demonstrated adherence to NACE SP0196. MWTR Response: Our intention is to supply each tank with a reference electrode and modify our junction box to accommodate the reference electrode and coupon. This statement is false and misleading.

# Mountain West Tank Resources

Licensed contractor with service locations in AZ, CO and NM.

505-330-2531 OFFICE

602-816-0600 MOBILE

Tom@mwtankresources.com

www.mwtankresources.com



With respect to the statement that Mountain West has regularly installed systems that produce polarized potentials more negative than -1,100 mV CSE – resulting in coating failures.

This accusation is presumptive and libelous on the protestors' part. CW Divers has since 1997 been the primary water tank inspection and passive CP installer in the 4 corners region and has installed hundreds of passive CP systems - this statement has no basis in fact, nor was any evidence submitted. Moreover, as either CW Divers or MWTR, we have never encountered previous CP installs where this rare phenomenon has occurred. This statement is false and misleading.

In closing, Mountain West Tank Resources, has since the purchase of CW Divers in February of 2023, routinely installed this passive form of CP in dozens of potable water tanks. In each case, the tanks interior condition was assessed and deemed an appropriate candidate to install this additional form of protection. Galvanic CP is a staple of our service offering and is a low-cost, low-tech method of extending the service life of the tanks interior, below HWL coating system from localized corrosion. (pitting and corrosion colony's)

The protestor is within his rights to protest the outcome, but not at the expense of MWTR's reputation and integrity.

Sincerely,

Thomas Quammen

President

Mountain West Tank Resources, Inc.

913-291-9076 (c)

# Mountain West Tank Resources

Licensed contractor with service locations in AZ, CO and NM.

505-330-2531 OFFICE

602-816-0600 MOBILE

Tom@mwtankresources.com

www.mwtankresources.com

# 2025 Cathodic Protection Project for Water Tanks 1, 2, & 3 - Proposal Scoring Matrix

Evaluation Criteria	Weight %	Accurate Corrosion Control		Corrosion Services		Farwest Corrosion Control Company		Mountain West Tank Resources		Total Corrosion & Lightning Protection Services	
	es es gua ya		Scoring ((Weight / 5) x Rate)	Rate (0-5)	Scoring ((Weight / 5) x Rate)	Rate (0-5)	Scoring ((Weight / 5) x Rate)	Rate (0-5)	Scoring ((Weight / 5) x Rate)	Rate (0-5)	Scoring ((Weight / 5) x Rate)
Cost	60	1	12	4	48	3	36	5	60	2	24
Experience and Past Performance	20	0	0	0	0	0	0	5	20	0	0
Technical Approach to Project	20	3	12	2	8	2	8	5	20	5	20
Total	100		24		56		44		100		44

NOTES: Mountain West was the sole proposer to submit staff biographies, a record of past projects, and a detailed technical approach, all while offering the lowest cost.

RATINGS:

0 = Not Provided

1 = Unacceptable

2 = Poor

3 = Fair

4 = Good

5 = Excellent



Brian Peckins
Director of Public Works
110 West Progress Circle
Cortez, CO. 81321
bpeckins@cortezco.gov

## Memorandum

To: CORTEZ CITY COUNCIL

From: BRIAN PECKINS, DIRECTOR OF PUBLIC WORKS

Date: 3/11/2025

RE: Request for Out-of-City Water Tap at 10756 Road 26

## BACKGROUND

The City of Cortez has received an application from Ouida Vincent for an out-of-City water tap on her property located at 10756 Road 26 (Parcel ID# 5611-242-00-018). Ms. Vincent has submitted a letter of application, a signed contract for the out-of-City water service, and completed the Pre-Annexation Agreement, as required for consideration of water service outside the City limits.

Currently, there is a residence on the property with an existing out-of-City water tap. Ms. Vincent has applied to the County to build an ADU (Accessory Dwelling Unit) just to the south of the existing home and requires a second water tap for the ADU.

## DISCUSSION

The City allows owners of property located outside the City limits to purchase a City water tap when they are near an existing City main waterline. Public Works crews checked the location of the City's waterline and there is a 16" transmission line running down the west side of Road 26, easily accessible for Ms. Vincent to tap into the City water line. Montezuma Water Company is not an option, as its closest line is in MC Road L (Alamosa). Most of the properties on both sides of Mildred Road north of the City limits (from 10659 MC Road 26 to 10894 MC Road 26) already have water service provided by the City of Cortez. A backflow prevention device is required for all water taps, whether inside or outside the City limits.

#### FISCAL IMPACT

According to Council Resolution No. 18, Series 2024, a fifty percent (50%) additional charge will be added to all water service connections outside the City limits. At this time, the cost for a 3/4-inch water tap inside the City limits is \$7,732. There is a 50% additional charge for all water service connections outside the City limits, resulting in a tap fee of \$11,598.

# RECOMMENDATION

Staff recommends that the application for an out-of-City water tap and pre-annexation agreement be approved. Staff notes that the addition of an ADU on property adjacent to the City limits also supports the City's local housing needs.

## **MOTION**

If the Council agrees with the Staff recommendation, a possible motion would be:

I move that Council approve the application for an out-of-City water tap and pre-annexation agreement submitted by Ouida Vincent for her property located at 10756 Road 26, Cortez, Colorado.

# Attachments

Letter of App w/Deed Out-of-City Water Service contract Pre-annexation Agreement Aerial of Property Location Map From: Ouida Vincent <mslorax1@icloud.com> Sent: Tuesday, January 21, 2025 9:17 AM

To: Dona Thompson <a href="mailto:dthompson@cortezco.gov">dthompson@cortezco.gov</a>

Subject: Deed for 10756 Road 26

# Good morning, Dona:

Please find the deed attached for 10756 Road 26. We are applying for an out of city water tap to support an ADU to be located on the south side of our property near our main home. The structure will be between 400 and 500 square feet.

The unit is intended to allow family with pets and children to visit us comfortably as the space in the main home is limited.

Thank you,

Ouida Vincent. 10756 Road 26 Cortez, CO. 81321



02/24/2006 05 27P

#### WARRANTY DEED

THIS DEED, dated February 24, 2006, between BARBARA A. MASSEY

of the

County of MONTEZUMA

and State of COLORADO

. granter

whose legal address is

10756 ROAD 26

and BARBARA A. MASSEY AND OUIDA J. VINCENT

**CORTEZ, CO 81321** 

of the

County of MONTEZUMA

and State of Colorado

, grantee

WITNESSETH. That the grantor for and in consideration of the sum of

-----TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION-----

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of MONTEZUMA and State of Colorado described as follows:

See attached Exhibit "A"

as known by street and number as:

10756 ROAD 26 CORTEZ, CO 81321

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise apper-

taining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the granter, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

taxes, assessments, encumprances and restrictions of whatever kind of nature soever, except.

Subject to easements, rights of way, restrictions and reservations of record; all oil, gas, coal and other mineral rights that have been reserved or conveyed by predecessors in title and any assignments thereof; inclusions of the property within any special taxing district; building and zoning regulations; 2006 taxes due and payable in the year 2007; those specifically described rights of third parties not shown by the public records of which Grantee has actual knowledge and which were accepted by Grantee; and any other matters reflected by the file Documents accepted by Grantee in accordance with Subsection 8(a) of the Real Estate Contract.

Estate Conduct.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above

STATE OF COLORADO COUNTY OF MONTEZUMA

by BARBARA A. MASSEY

The foregoing instrument was acknowledged before me this

day of February

2006

My commission

LIZ GAGNEAUX NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/29/2008

Witness my hand and official seal

WARRANTY DEED (To Joint Tenants)

Name and Address of Person Creating Newly Created Legal Description (C.R.S. 38-35-106.5)



# CONTRACT FOR OUT-OF-CITY WATER SERVICE WITH THE CITY OF CORTEZ, COLORADO

12th day of March 2025

Ouida Vincent / Barbara Massey
Name of Applicant

10756 Road 26, Cortez, CO 81321
Property Address

The undersigned Applicant requests to be supplied with water service from the City of Cortez for residential or commercial purposes and none other. Applicant agrees to pay for such services at a schedule of rates as provided in this Agreement or the current Municipal Ordinance, which may be changed from time to time by the City Council of Cortez, Colorado. Applicant agrees to comply with the City's rules and regulations regarding conditions of this Agreement, said Ordinance and any successor ordinance. The stated Water Ordinance is made a part of this agreement by reference. Applicant agrees he has had the opportunity to inspect and review said Ordinance, attached Resolutions, as well as the other City rules and regulations relating to water service.

Applicant understands that the City of Cortez does not hold itself out to serve the public at large outside the City, and does not, and will not, dedicate its services to the public outside the City. Applicant understands Applicant has no right to demand service, but upon the execution of a pre-annexation agreement Applicant may have certain rights.

Applicant understands that it shall be entitled to one service connection (tap) with the municipal water system. Any applicant desiring more than one service connection shall be required to apply for and secure the same by contract.

Applicant understands that in the event of scarcity of water, or failure or partial failure of supply for any reason, the City shall have the power to restrict and limit the use of water to domestic household purposes only. Notice of the imposition of such restrictions may be by phone or by written notice delivered or mailed by the City Clerk or by publication, and shall be effective until Applicant is notified otherwise.

Applicant specifically agrees to abide by all irrigation restrictions.

Applicant agrees to claim no damage on account of the stoppage or reduction in flow resulting from accident, Act of God, or when stoppage or reduction is necessary to make alterations, repairs or improvements.

Applicant acknowledges that its failure to comply with this agreement, or any part thereof, or any part of Chapter 27 of the Code of the City of Cortez, its amendments and successors, or failure to pay any payments assessed, will allow the City to terminate the service to the premises described below without notice to the Applicant. Waiver or non-enforcement of any part of this

agreement by the City shall not be construed as a waiver of any other condition of this agreement or a waiver of a subsequent violation of the same covenant.

This agreement may not be assigned by the Applicant without the consent and approval of the City of Cortez, which consent and approval shall not be arbitrarily or unreasonably withheld; but the City reserves the right to refuse any and all applications for transfer until all assessment, tap and other fees are paid in full.

In the event the City of Cortez or the Applicant causes annexation of the property where the tap is located, then and in that case this contract shall become merged with the pre-annexation agreement, the municipal code and its successors then in effect and all conditions of this contract in conflict with the code shall be rendered void and without effect.

That Applicant shall pay all costs or charges incident to making said tap, as may be determined by the City of Cortez, and that said taps shall be made under the supervision of the superintendent of Public Works, or such other official as the City may designate.

That Applicant will pay for and install a water meter of such size and at such place as may be required by the City.

That the Applicant agrees to pay all costs for water extensions as may be required by the Director of Public Works unless specifically exempt from certain costs by utility policies approved by the City Council.

Nature of Service: Out-of-O	City Water Tap
Name: Ouida Vincent / Barba	ra Massey
Address of Premises: 10756 R	Load 26, Cortez, CO 81321
Legal Description of Property:	Quarter: NW/4 Section: 24 Township: 36 Range: 16 S: 24
T: 36 R: 16 TR SW1/4NW1/4	3.10A (ADU Addressed as 10754 Road 26, Cortez)
Number of Taps: One 3/4-incl	h water tap
Rate: 1-1/2 times the	in-City fee
Deposit: N/A	
Meter No. and Size and Locati	on of Stop:

Applicant further understands that the City of Cortez will assume no responsibility for service maintenance, or facilities for service, beyond the point where the City has agreed to deliver water to the Applicant.

This Agreement confers lien rights for unpaid water fees in accordance with the City ordinances.

This Agreement confers lien rights for unpaid water fees in accordance with the City ordinances.

## APPROVED BY AUTHORITY OF THE CITY COUNCIL OF THE CITY OF CORTEZ

	Rachel B. Medina, Mayor
ATTEST:	
Linda L. Smith, City Clerk	
	APPLICANTS:
	Barran Massey
STATE OF COLORADO )	
) ss. County of Montezuma )	
The foregoing instrument was acknow	wledged before me this 12 <sup>th</sup> day of March 2025
by Ouida Vincent and Barbara Massey.	
Witness my hand and official seal.	
My commission expires: November 15, 2025	<u>8</u>

DONA K THOMPSON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19874202706 MY COMMISSION EXPIRES 11/15/2028 ma Z. Thompson

Notary Public

# PRE-ANNEXATION AGREEMENT WITH THE CITY OF CORTEZ, COLORADO

12 day of March 2025

Ouida Vincent / Barbara Massey
Name of Applicants

10756 Road 26, Cortez, CO 81321 Property Address

WHEREAS, the City of Cortez has made provision for the continued delivery of domestic water service to residents of Montezuma County beyond the boundaries of the City of Cortez and,

WHEREAS, the City of Cortez already provides water service to some out-of-town residents and,

WHEREAS, the City of Cortez must recoup the costs associated with the provision of those services and,

WHEREAS, State law provides that the City may enter into pre-annexation agreements which shall be specifically enforceable in exchange for the City providing water services,

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

- 1. The undersigned owner or owners agree to cause a properly prepared and executed petition for annexation of the real property stated herein to be filed with the Clerk of the City and to cooperate in every way reasonably possible to facilitate the annexation of the "property" by the City at such time as the City shall determine that the property in question has become eligible for annexation pursuant to C.R.S. 31-12-101 recorded with the Clerk and Recorder of Montezuma County, which memorandum shall constitute constructive notice of the terms of this Agreement.
- 2. Furthermore, the Applicant does hereby empower and irrevocably authorize and appoint the City Clerk of the City of Cortez, Colorado, his lawful attorney in fact, for him and in his place and stead to sign any such annexation petition as may be presented to and approved by the City Council, or as may be initiated by the City Council itself, embracing the above described land within territory to grant said City Clerk full power and authority to sign his name to such petition, thereby binding said petitioner to all of the terms and provisions of said petition as fully as he might do himself and for all intents and purposes as if he himself had signed said petition, it being thoroughly understood by the applicant that the primary consideration for the granting of the petition is applicant's covenant and promise that he will consent to the annexation of said territory to the City of Cortez, Colorado. Applicant further covenants and agrees for himself, his successors and assigns that, if he fails to sign any such annexation petition when requested by the City, or fails to abide by each and every covenant herein contained, then and in that event this permit or right to use water may be terminated by the City of Cortez, Colorado, upon the giving of thirty days' notice in writing of his intention so to do. Further, the requirements herein stated shall be considered as covenants running with the land.
- 3. Whoever initiates the annexation shall pay for the survey, publication, preparation of petition, and all other necessary costs and related items.

4. The Montezuma County property affected by this Pre-Annexation Agreement is described
as follows: ADU located at 10756 Road 26, Cortez
5. The name of the owner or owners and names of any holders of any underlying encumbrance to this property are as follows:  Ouida Vincent / Barbara Massey
6. Pursuant to C.R.S. 31-12-121 as amended, this Agreement shall be enforceable by an action for a specific performance filed in the District Court of the 22nd Judicial District and, in the event such action must be taken, the prevailing party agrees to pay court costs and a reasonable attorney's fees.
7. A memorandum to this Agreement may be prepared and recorded with the Clerk and Recorder of Montezuma County, which memorandum shall constitute constructive notice of the terms of this Agreement.
8. The owner agrees that at such time as annexation is initiated, they will abide by such further terms and conditions as required by the City with reference to the City's building codes, zoning codes and practices, subdivision regulations, etc., provided the same are applied to the owners in a non-discriminatory manner.
9. The City, for its part, agrees to provide water service to the owners hereinbefore delineated on the same terms and conditions as water service is being provided other out-of-town users, or in the even water service is already being provided owners, on the following terms and conditions, but the City does not agree to provide any other essential or non-essential services either before or after annexation.
10. This Agreement does not entitle owner to additional water taps subsequent to the execution of this Agreement and the "Contract for Out-of-City Water Service." The City shall be the sole judge of the necessity or advisability of granting additional taps to any owner.
11. The owners signing this Agreement warrant and represent to the City of Cortez that they are duly authorized to do so and have the power and own the property indicated herein.
12. The Applicant hereby agrees that no building or other improvement shall be constructed which shall interfere with the future widening or extending of streets as proposed, or may hereafter be proposed in the Master Street Plan on file in the City Clerk's Office, Cortez, Colorado.
13. All of the terms and conditions hereof shall extend to and be binding upon the heirs, assigns and successors in interest of the parties hereto.
14. Special conditions of annexation:
15. This Agreement shall be governed by the laws of the State of Colorado and shall bind and benefit the parties hereto and their assignees, legal representatives and interests.

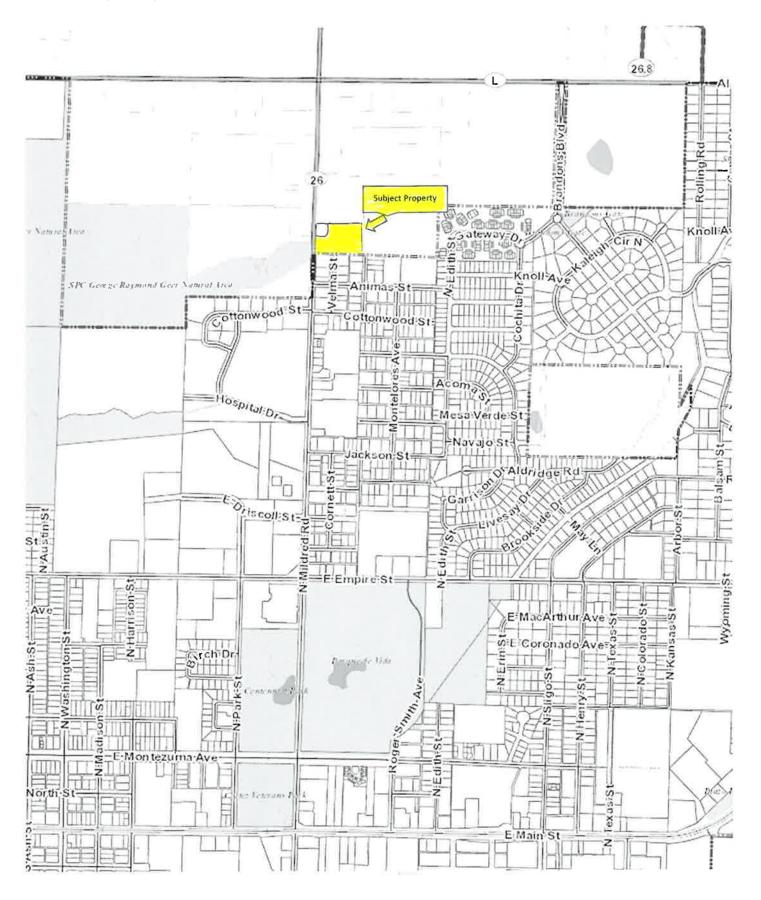
IN WITNESS WHEREOF this Pre-Annexation Agreement is entered into as of the date and year first above written.

	CITY OF CORTEZ
ATTEST:	By:Rachel B. Medina, Mayor
<u></u>	
Linda L. Smith, City Clerk	
	Bansan Mussey
STATE OF COLORADO )	
) ss. COUNTY OF MONTEZUMA )	
The foregoing instrument was acknowled	edged before me this 12 day of March 2025 by Ouida
Vincent and Barbara Massey.	
Witness my hand and official seal.	
My commission expires: November 15, 2028.	
	Dona H. Thompson Notary Public
DONA K THOMPSON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19874202706 MY COMMISSION EXPIRES 11/15/2028	

j:\pwadmin\water\out of-city\vincent-massey - 10756 rd 26\pre-annex 10756 rd 26.docx



April 8, 2025 Location Map





Brian Peckins
Director of Public Works
110 West Progress Circle
Cortez, CO. 81321
bpeckins@cortezco.gov

## Memorandum

To: CORTEZ CITY COUNCIL

From: BRIAN PECKINS, DIRECTOR OF PUBLIC WORKS

Date: March 25, 2025

RE: Award of Contract Professional Engineering Services

## **BACKGROUND**

The Public Works Department is seeking a qualified engineering firm to provide on-call professional civil engineering design, construction management, project inspections, and field survey services related to a variety of civil engineering and City capital improvement projects. If needed for application review and comments, the selected firm will also provide core engineering review processes for the Community & Economic Development Department and the Parks and Recreation Department.

FROM THE RFP ITSELF: The Services might include various engineering technical tasks, such as developing formal blueprint plans or shop drawings, creating and/or reviewing project documentation, reviewing technical project documents for public and private projects in the City of Cortez, providing field inspection and oversight to ongoing projects for compliance with City standards, assisting in project planning and/or design, assisting with other consultants and City staff in CDOT or grant funded projects, and generally providing civil engineering and construction phase services where needed in the department of Public Works. These services may include, but are not limited to, road improvements, water related improvements, and storm drain utility improvements. The selected firm may also provide support services for the development of other engineering planning initiatives, possibly including survey, mapping, subsurface utility engineering, utility locates, developing cost estimates, and data entry.

#### DISCUSSION

Public Works recently sent out a Request for Proposals (RFP) for services related to planning, design, review, and inspections for a variety of civil engineering projects. The RFP was prepared and advertised in the Cortez Journal, put on the City's website, and listed on BidNet (1,334 contacts). Proposals were due by 3:00 PM on Tuesday, February 25, 2025, with the following firms responding:

Earth Art Engineering, Ltd. -- Cortez, CO Goff Engineering & Surveying Inc. -- Durango, CO Jones & DeMille Engineering, Cortez, CO JR Engineering, LLC -- Centennial, CO Schmueser Gordon Meyer Inc. (SGM) -- Durango, CO Short Elliott Hendrickson Inc. (SEH) -- Durango, CO TRC Engineers, Inc. -- Durango, CO Public Works has budgeted up to \$140,000 in the Street Improvement Fund to cover contract professional engineering services for 2025.

#### RECOMMENDATION

City staff, including representatives from Public Works, Community and Economic Development, and General Services, conducted a review of the seven submitted proposals. Although all firms appeared to have qualified engineers and demonstrated experience across various projects and fields, City staff believes that SGM is best positioned to fulfill the majority of the City's requirements outlined in the RFP (see attached scoring matrix). Its proposed fee schedule was generally the most competitive for the personnel proposed, and it is a civil engineering firm with expertise in water and transportation, areas in which Public Works has frequently engaged contract engineering services. Public Works has previously benefited from SGM's services with agreeable outcomes in the past. It is the recommendation from the selection committee that SGM be chosen for the contract professional engineering services.

## **MOTION**

If agreed upon by the City Council, a possible motion would be: I move that City Council award the contract for professional engineering services to Schmueser Gordon Meyer, Inc., and authorize the City Manager to negotiate and sign a contract on behalf of the City for this purpose.

Attachments

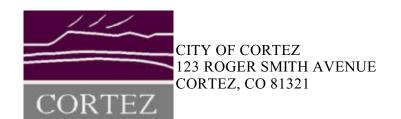
**Engineering Services Matrix** 

# 2025 Contract Professional Engineering Services - Proposal Scoring Matirix

		Earth Art Engineering, Ltd.		Goff Engineering & Surveying		Jones & DeMille Engineering		JR Engineering, LLC	
Evaluation Criteria	Weight	Rate (0-5)	Scoring (Rate x Weight)	Rate (0-5)	Scoring (Rate x Weight)	Rate (0-5)	Scoring (Rate x Weight)	Rate (0-5)	Scoring (Rate x Weight)
Completeness of Response	Pass/Fail	Pass	-	Pass	-	Pass	-	Pass	-
Qualifications & Experience	20	1	20	4	80	4	80	4	80
Organization & Approach	15	2	30	2	30	5	75	3	45
Scope of Services to be Provided	15	2	30	2	30	4	60	2	30
Schedule of Work	10	N/A	-	N/A	-	N/A	-	N/A	-
Conflict of Interest Statement	Pass/Fail	Pass	-	Pass	-	Pass	-	Pass	-
Local Presence	5	5	25	4	20	5	25	1	5
References	10	0	0	3	30	5	50	5	50
Presentation by Team	10	N/A	-	N/A	-	5	50	N/A	-
Q&A Response to Panel Questions	15	N/A	-	N/A	-	4	60	N/A	-
Total			105		190		400		210

# ${\bf 2025\ Contract\ Professional\ Engineering\ Services-Proposal\ Scoring\ Matirix\ Continued}$

		Schmueser Gordon Meyer Inc. (SGM)		Short Elliot Hendrickson Inc. (SEH)		TRC Engineers Inc.	
Evaluation Criteria	Weight	Rate (0-5)	Scoring (Rate x Weight)	Rate (0-5)	Scoring (Rate x Weight)	Rate (0-5)	Scoring (Rate x Weight)
Completeness of Response	Pass/Fail	Pass	-	Pass	-	Pass	-
Qualifications & Experience	20	4	80	4	80	4	80
Organization & Approach	15	5	75	5	75	4	60
Scope of Services to be Provided	15	4	60	2	30	4	60
Schedule of Work	10	N/A	-	N/A	-	N/A	-
Conflict of Interest Statement	Pass/Fail	Pass	-	Pass	-	Pass	-
Local Presence	5	4	20	4	20	4	20
References	10	5	50	5	50	3	30
Presentation by Team	10	5	50	N/A	-	N/A	-
Q&A Response to Panel Questions	15	5	75	N/A	-	N/A	-
Total			410		255		250



Patrick Coleman
City Attorney
123 E Roger Smith Ave
Cortez, CO. 81321
pcoleman@cortezco.gov

## Memorandum

To: CORTEZ CITY COUNCIL

From: PATRICK COLEMAN, CITY ATTORNEY

Date: 3/20/2025

RE: Ordinance No. 1335, Series 2025

#### BACKGROUND

Council requested that Staff prepare an ordinance that creates a policy allowing Councilmembers to participate in Council meetings electronically. Council discussion produced an outline of some rules governing electronic participation which have been incorporated into the proposed Ordinance No. 1335, Series 2025.

## **DISCUSSION**

See attached.

## FISCAL IMPACT

There is no immediate cost to upgrade software or hardware. However, there will be an increase in the amount of staff time needed to set up and then manage virtual attendance at each meeting. There is no set dollar amount that can be identified at this time.

## RECOMMENDATION

Staff recommends that Council determine whether or not it wants to allow members to participate in Council meetings electronically, and if so, that it develop the rules governing such electronic participation using those set forth in Ordinance No. 1335, Series 2025 as a model.

## **MOTION**

If agreed upon by the City Council, a possible motion would be:

I move that City Council adopt on first reading Ordinance No. 1335, Series 2025, an ordinance amending the Code, ordinances, resolutions, guidelines, and protocols of the City of Cortez, Colorado to allow City Council members to participate in Council meetings remotely via videoconferencing and set a public hearing and final reading on April 8, 2025.

Attachments

Ordinance 1335

# CITY OF CORTEZ, COLORADO ORDINANCE NO. 1335, SERIES 2025

# AN ORDINANCE AMENDING THE CODE, ORDINANCES, RESOLUTIONS, GUIDELINES, AND PROTOCOLS OF THE CITY OF CORTEZ, COLORADO TO ALLOW CITY COUNCILMEMBERS TO PARTICIPATE IN COUNCIL MEETINGS REMOTELY VIA VIDEOCONFERENCING

**WHEREAS**, the City of Cortez, Colorado ("City") is a Colorado home rule municipality, duly organized and existing pursuant to Article 20 of the Colorado Constitution, the laws of the State of Colorado, and the Charter of the City of Cortez; and

**WHEREAS,** Article III, Section 4 of the Cortez City Charter states that the City Council shall meet "at the City Hall;" and

WHEREAS, numerous sections of the Cortez Municipal Code, certain ordinances, certain resolutions, certain adopted protocols, and the adopted Cortez Council Information Packet, include references to the City Council meeting "at the City Hall," and Councilmembers being "present" at a Council meeting, "attending" or "attend" a Council meeting, and being "physically present" at a Council meeting; and

WHEREAS, technological advances have made remote working and remote electronic participation in meetings a viable and practical alternative to on-site and in-person participation in meetings; and

**WHEREAS**, the City Council desires to clarify and define the terms "at City Hall," "attend," "attending," "present," "physically present," and other references to Councilmember attendance at Council meetings, as used in the City's Charter, codes, resolutions, the Information Packet, and Council protocols; and

WHEREAS, the City Council desires to amend and clarify the rules regarding Councilmember attendance on-site and in-person at Council meetings, and desires to adopt a policy governing the circumstances under which a Councilmember may participate in regular and special meetings, workshops, quasi-judicial proceedings, and executive sessions via online video conferencing or other electronic means ("Electronic Participation").

# NOW, THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL AS FOLLOWS:

REMOTE MEETING POLICY: The City Council may fully participate electronically, unless otherwise restricted by law, in regular and special Council meetings, and in Council workshops (collectively "Meeting or Meetings") in accordance with the following rules:

1. Electronic participation shall consist of clear, uninterrupted two-way communication via video conferencing that allows the electronically participating Councilmember to hear, speak, and see presentations during the Meeting, and allows persons attending the Meeting in-person to hear, speak to, and see the electronically participating Councilmember.

- 2. Electronic participation may be limited or prohibited in certain instances based upon unforeseen problems with videoconference equipment, Internet limitations, or other technological difficulties that preclude a Councilmember from viewing documentary information presented during the Meeting or otherwise preclude a Councilmember from fully participating in the Meeting. A Councilmember participating electronically is responsible for ensuring that his or her videoconference equipment and Internet capabilities are current and compatible with the City's videoconference equipment and that his or her software updates are current.
- 3. The Mayor or other presiding officer shall have the authority to terminate a Councilmember's electronic participation or if the electronic connection is repeatedly lost, the quality of the connection is extremely poor, there is excessive background noise from the remote location, or for other reasons that cause disruption to the Meeting.
- 4. Electronic participation shall constitute attendance at a Meeting, and Councilmembers participating electronically shall be considered physically present for all purposes, including without limitation, for the determination of the presence of a quorum and for casting votes.
- 5. A maximum of two (2) Councilmembers may participate electronically at any Meeting.
- 6. A Councilmember may participate electronically a maximum of four (4) Meetings per calendar year.
- 7. The two Councilmember and four Meeting limitation shall not apply to Meetings for which the Council decides that in-person participation is not practical or prudent due to an emergency but that a fully electronic Meeting is possible (such as a public health crisis, weather, natural disaster, or similar circumstances).
- 8. The presiding officer of any Meeting shall not participate electronically, except at a Meeting called to consider whether to approve a fully-electronic Meeting and at an approved fully-electronic Meeting.
- 9. A Councilmember desiring to participate electronically shall use their best efforts to provide written notice of their intent via City email to the City Manager ("Notice of Intent") a minimum of two (2) business days in advance of the Meeting day.
- 10. If more than two (2) Councilmembers desire to participate electronically, the first two (2) Councilmembers to provide a Notice of Intent will be allowed to participate electronically unless any of the first two (2) Councilmembers waive their first-in-time status in writing to the City Manager via City email.
- 11. Councilmembers may electronically participate in executive sessions provided steps are taken to ensure that the remote location does not compromise the confidentiality of the executive session, and the Councilmember participating electronically confirms verbally that no third party is in the Councilmember's presence.

12. The City shall provide Councilmembers with reasonable accommodations, and may waive or alter the provisions of this policy, to provide disabled persons or individuals who qualify for accommodations under federal or state laws full and equal access to participate in Meetings.

RECITALS INCORPORATED: The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by the Cortez City Council.

REPEALER: All orders, bylaws, ordinances, resolutions, policies, and guidelines, of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

SEVERABILITY: If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION: Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

EFFECTIVE DATE: This ordinance shall be effective upon publication after final passage on second reading.

PUBLIC HEARING: This ordinance shall be considered for second or final reading on the 8<sup>th</sup> day of April, 2025, at the hour of 7:30 p.m. in the City Council Chambers in City Hall, Cortez, Colorado, at which time and place all persons may appear and be heard concerning the same.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS 25th DAY MARCH, 2025.

	CITY OF CORTEZ
ATTEST:	
	RACHEL B MEDINA, MAYOR
LINDA L. SMITH, CITY CLERK	
APPROV	ED AS TO FORM:
J. PATRICK COLI	EMAN, CITY ATTORNEY

DAY OF APRIL, 2025.	
	CITY OF CORTEZ
ATTEST:	
	RACHEL B MEDINA, MAYOR
LINDA L. SMITH, CITY CLERK	

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS  $8^{\mathrm{TH}}$ 



Linda Smith
City Clerk
123 Roger Smith Avenue
Cortez, CO. 81321
lsmith@cortezco.gov

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To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: March 19, 2025

RE: Appointment to the Parks, Recreation, and Forestry Advisory Board

## **BACKGROUND**

Due to the resignation of Abraham Proffitt and Michael Lavey's term ending and he will not be reapplying for his seat on the Parks, Recreation, and Forestry Advisory Board, there are two open seats on the board.

## **DISCUSSION**

Advertisement has been placed on the City's webpage, Facebook, and newspaper. Three applications have been received from interested residents and their applications are attached. Matthew Carras and Randy McKnight were in attendance during the Council worksession and Council had the opportunity to meet the applicants.

#### RECOMMENDATION

Council may make two appointments to the Parks, Recreation, and Forestry Advisory Board for two-year terms if they choose to or continue advertisement for the open seats.

## **MOTION**

If agreed upon by the City Council, a possible motion would be: I move that Council appoint				
and	to the Parks, Recreation, and Forestry Advisory Board for two-			
year terms.				

## Attachments

M. Carras Application

R. McKnight Application



# Online Form Submittal: City of Cortez Boards & Commissions Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Fri 2/7/2025 9:51 AM

To Linda Smith <lsmith@cortezco.gov>

# City of Cortez Boards & Commissions Application

First Name	Matthew
Middle Initial	W
Last Name	Carras
Email Address	mattcarras@gmail.com
Home Address	223 W Arbecam Ave
City	Cortez
State	СО
Postal Code	81321
Primary Phone	602 616 2693
Alternate Phone	Field not completed.
Employer	Self
Job Title	Designer
Board or Commission You're Applying For	Parks, Recreation, and Forestry Advisory Board
State your interest in serving on this board or commission?	Field not completed.
Education:	Field not completed.
Past work experience, training, or volunteer experience pertinent to the Board:	Field not completed.
Would you represent any specific segment of the	Field not completed.

community that has an interest in the activities of the Board?

A conflict of interest can arise for a board member if they or a member of their immediate family work or volunteer in a field that relates to the topics that may come before the board on which you serve. Would serving on your primary choice of Board create a conflict of interest for you, occupational or otherwise?

No

Do you or any members of your immediate family conduct business with the City of Cortez? If yes, please explain:

No

Are you currently serving on any other Board or Commission? If yes, please list all:

No

Upload a cover letter (optional)

Field not completed.

Upload a resume (optional)

Field not completed.

For question or additional info about boards or the application process, please contact Linda Smith at lsmith@cortezco.gov

Email not displaying correctly? View it in your browser.

## MATTHEW CARRAS

Program & Project Management / Customer Service / Expanded Creativity

#### CONTACT

Location / Colorado 81320 Phone / 602.616.2693 E-mail / mattcarras@gmail.com LinkedIn / /matthewcarrasllc/ Website / www.matthewcarras.com



Visionary professional with an entrepreneurial spirit and passion for cultivating people and community through education and stewardship. Able to lead, manage and adapt to those who are needing guidance by educating and providing information while expanding skill sets. Known as a holistic problem-solver who effectively balances competing priorities, recognizes environmental factors, availability, and maximizes limited budgets to deliver outstanding outcomes under demanding project deadlines. Articulates proper strategies that capture the essence of development through deep knowledge of regional and cultural experiences. Cultivates partnerships and builds lasting relationships with culturally diverse populations by infusing flexible communications. Identifies areas of improvement to ensure a high level of efficiency and excellence, meeting the highest ecology and environmental awareness standards.

#### **KEY SKILLS**

Project Management • Resolution Strategies • Educating • Contract Management • Cost Estimates • Critical Thinking

- Computer Proficiencies Adobe Creative Suite Client Presentations Community Planning Design
- Graphics Branding Microsoft Office Google

#### PROFESSIONAL EXPERIENCE

Project Management / Consultant/Contractor / Matthew Carras LLC. / Various Locations / 05/2006 - Present Creates lasting client and community relationships necessary for repeat work and longevity. Provides unique solutions to projects. Fosters successful time management while keeping projects on budget and schedule.

- Performed various seasonal, contractual, and consulting services to over 100 small, medium, and large firms in four states annually.
- Worked with Project Lead on client consultations, site analysis, base plans, property research, drafting, conceptual drawings, grading, site development, planting plans, irrigation, lighting details, estimating, and presentations; promoted innovative, ecologically-oriented design solutions and exceeded client demands.
  - Educated public/clients on sustainable concepts that lowered usage of resources.
  - Collaborated with diverse teams of professionals as well as clients; harmonized project environment.
  - Estimated costs and generated proposals; presented to clients.
  - Maintained public/private spaces; enhanced with local materials.
  - Trained and managed public/students to care and sustain spaces for longevity.

# Faculty Associate / ASU - Herberger Institute for Design and the Arts / Tempe, AZ / 09/2007 - Present Taught undergraduate courses in person and online in principles and theories of graphic design to prepare

successful future designers. Prepared class materials and evaluated student work. Held office hours to assist students.

- Evaluated student learning styles and modified instruction based on the instructional needs of students
- Mentored and guided students to seek practical tools and strategies to achieve academic success.
- Attended weekly meetings with staff to evaluate program matters and initiated process improvements.
- Counseled and advised students on academic and non-academic problems.
- Assessed student's assignments and reviewed final portfolios for competitive upper-division submissions.

# Master Watershed Steward / Maricopa County Water Resources Program / Phoenix, AZ / 10/2013 - 10/2014 Oversaw the general function and activities of the program. Became familiar with policies and resources and abided by program's training manual. Provided information to targeted audience. Attended professional development and program management activities as needed.

- Instituted better management practices for plant maintenance, which reduced program costs.
- Served as a community outreach in the protection, restoration, monitoring, and conservation of local and regional watersheds; built strategic working relationships with internal and external stakeholders to optimize operations.
  - Educated and trained the public on the importance of watersheds and sustainability activities.

#### Graphic Designer / Whole Foods Market / Scottsdale, AZ / 7/2008 - 1/2012 & 7/2008 - 1/2012

Conceptualized, visualized, designed, and managed the production of marketing materials. Selected colors, fonts, photographs, layouts, and other design elements to communicate creative concepts.

- Worked with individual departments to produce signage and chalkboards; captured customers' attention and increased revenue for location.
- Developed marketing collateral for store events as well as implemented seasonal sign packages contributing to the store's overall appearance.
- Trained junior graphic designers in designs and software use; provided performance feedback that elevated productivity.



#### Sergeant / Food Services Manager / The World / US Army 8/1995 - 4/2004

Managed, educated, and sustained food sustenance in both garrison and field operations. Trained and mentored younger soliders in proper safety and health regulations

- · Oversaw multi-national contractors to prepare and serve with a focus on safety, consistency and the highest quality.
- Created and maintained a safe and secure environment to nourish and sustain soldiers in health and wellness in conflict zones.

#### **VOLUNTEER**

## AZ Planning Department Volunteer - Arcology (Architecture + Ecology) / Arcosanti / 6/2014 - Present

- Utilized frugality in design to create simple, sustainable spaces and actively pursued lean alternatives to urban sprawls based on Paolo Soleri's theory of compact city design.
  - · Offered solid advice on projects; focused on innovative design, community, and environmental accountability.

#### CSU Master Gardner 2024 - Present

The Mission Continues Landscape Planning and Public Recreation use / 11/2018 - Present Arcosanti Urban Laboratory / 6/2016

Desert Botanical Garden / 5/2013 - 8/2013

#### PROFESSIONAL ASSOCIATION

American Society of Landscape Architects (ASLA) / Member (2012)

#### **EDUCATION**

Masters Gardner program CSU

Masters of Landscape Architecture & Bachelor of Science in Visual Communication

ASU, Herberger Institute for Design and the Arts – The Design School Arizona State University, Tempe, AZ

#### **AWARDS**

Design Excellence Award - Spring 2014
Design Excellence Award Nominee - Fall 2014
Arizona Nursery Association Scholarship - 2014, 2015
San Francisco Garden Show 2014 ASU Agave - Bronze
San Francisco Garden Show 2014 Paradise Hawaiian Style - Silver



# Online Form Submittal: City of Cortez Boards & Commissions Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Fri 1/17/2025 12:37 PM

To Linda Smith <lsmith@cortezco.gov>

# City of Cortez Boards & Commissions Application

First Name	Randy
Middle Initial	Field not completed.
Last Name	McKnight
Email Address	karamck@q.com
Home Address	21196 Road C.6
City	Cortez
State	СО
Postal Code	81321
Primary Phone	970-565-9293
Alternate Phone	970-335-8497
Employer	Retired
Job Title	retired
Board or Commission You're Applying For	Parks, Recreation, and Forestry Advisory Board
State your interest in serving on this board or commission?	Would like to assist in maintaining and improving an already world class park system.
Education:	Glendale Community College, Glendale AZ Minot State University, Minot ND
Past work experience, training, or volunteer experience pertinent to the Board:	Physical education major, strength and conditioning experience, youth football, softball, baseball coach. High school assistant softball coach (New Mexico). Developed and organized the Cortez Celtic Fair. Past Montezuma county fair board member.

Would you represent any specific segment of the community that has an interest in the activities of the Board?	no
A conflict of interest can arise for a board member if they or a member of their immediate family work or volunteer in a field that relates to the topics that may come before the board on which you serve. Would serving on your primary choice of Board create a conflict of interest for you, occupational or otherwise?	Maybe? As the coordinator of the Cortez Celtic Fair, if a vote came up having anything to do with the CCF I would have to recuse myself.
Do you or any members of your immediate family conduct business with the City of Cortez? If yes, please explain:	no
Are you currently serving on any other Board or Commission? If yes, please list all:	no
Upload a cover letter (optional)	Field not completed.
Upload a resume (optional)	Field not completed.

For question or additional info about boards or the application process, please contact Linda Smith at lsmith@cortezco.gov

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