



**PUBLIC NOTICE**  
**HUACHUCA CITY TOWN COUNCIL**  
**MEETS**  
**THURSDAY, DECEMBER 13, 2018, AT 7:00PM**  
**HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,**  
**AZ 85616**

**AGENDA**

**A. Call to Order**

Mayor

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- Invocation

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

**B. Call to the Public**

Mayor

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

**C. Consent Agenda**

Mayor

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

- C.1 Consider approval of the minutes of the Regular Council Meeting held on November 8, 2018.**

- C.2 Consider approval of the minutes of the Special Council Meeting held on November 20, 2018.
- C.3 Consider approval of the minutes of the Work Session held on December 6, 2018.
- C.4 Consider approval of the Payment Approval Report in the amount of \$ 141,741.41.
- C.5 Consider acceptance of Judge Ann Lund resignation as Town Magistrate Judge on January 1, 2019

**D. Unfinished Business before the Council**

Mayor

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

- D.1 Discussion and/or Action [Manager Williams]: Second Required Reading and Adoption of Ordinance 2018-27, AMENDING THE TOWN CODE, TITLE 2 "ADMINISTRATION AND PERSONNEL," CHAPTER 2.15, "ELECTIONS," REMOVING THE REQUIREMENT OF A PRIMARY ELECTION AND ALLOWING THE TOWN TO HOLD A GENERAL ELECTION ONLY.
- D.2 Discussion and/or Action [Councilor Welsch]: Exploration of the ramifications of the Proposal from Waste Management for outsourcing of Town's garbage pickup.
- D.3 Discussion and/or Action [Councilor Welsch]: Exploration of the possibility of funding a limited bus service for one year.

**E. New Business before the Council**

Mayor

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

- E.1 Discussion Only [Shelter Volunteers]: Presentation to Kalyssa White for volunteerism at the Huachuca City Animal Shelter.
- E.2 Discussion and/or Action [Manager Williams]: Monthly Budget Update Report presentation by Spencer Forsberg of Haymore and Forsberg, C.P.A.
- E.3 Discussion and/or Action [Manager Williams]: Consider approval of a discount rental of the Huachuca City Community Center for the Huachuca United Methodist Church.
- E.4 Discussion and/or Action [Mayor Wallace]: Consider Adoption of Resolution 2018-26, A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT

**WITH COCHISE COUNTY AND SIERRA VISTA FOR COOPERATION IN EMERGENCY COMMUNICATION AND DISPATCH SERVICES.**

- E.5 Discussion Only [Director Harvey]: Founders' Day Presentation**
- E.6 Discussion and/or Action [Manager Williams]: Direction of staff by Council to announce a Request for Proposal for Senior Center Operations and approval of a draft agreement with service provider.**
- E.7 Discussion and/or Action [Mayor Wallace]: Consider approval of Resolution 2018-35, Trash Fees.**
- E.8 Discussion and/or Action [Manager Williams]: Adopt Notice of Intention to increase rates for water and wastewater and related fees.**
- E.9 Discussion and/or Action [Mayor Wallace]: Nominations and selection of Mayor Pro Tem.**
- E.10 Discussion and/or Action [Manager Williams]: Renewal of Town's Contract with Dr. Jim Johnson of Southwest Building Inspection Services, Inc. to provide building and zoning code administration, inspection and enforcement services for 2019.**
- E.11 Discussion and/or Action [Dr. Jim Johnson] First reading of Ordinance 2019-01, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.10 "DEFINITIONS" AND CHAPTER 18.100 "SUPPLEMENTAL REGULATIONS," SECTION 18.100.210 "HOME OCCUPATIONS" TO CLARIFY THAT HOME OCCUPATIONS REQUIRE A BUSINESS LICENSE, APPROVAL OF THE BUILDING OFFICIAL AND PERMISSION OF THE PROPERTY OWNER; AND TO PROHIBIT NAIL SALONS, DENTAL OFFICES AND AUTO REPAIR AND SERVICE BUSINESSES FROM BEING HOME OCCUPATIONS; AND TO PROHIBIT OUTSIDE DISPLAY OR STORAGE OF STOCK-IN-TRADE.**
- E.12 Discussion and/or Action [Dr. Jim Johnson]: First Reading of Ordinance 2019-02, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.35 "R-1 RESIDENTIAL DISTRICTS," SECTION 18.35.040 "USE REGULATIONS;" CHAPTER 18.40 "R-2 RESIDENTIAL DISTRICTS," SECTION 18.40.020 "USE REGULATIONS;" CHAPTER 18.45 "R-3 RESIDENTIAL DISTRICTS," SECTION 18.45.010 "USES PERMITTED;" AND CHAPTER 18.50 "R-4 RESIDENTIAL DISTRICTS," SECTION 18.50.010 "USES PERMITTED," TO PROHIBIT MANUFACTURED HOMES AND MOBILE HOMES IN RESIDENTIAL DISTRICTS 1 AND 2.**
- E.13 Discussion and/or Action [Dr. Jim Johnson]: First Reading of Ordinance 2019-03, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.110 "SIGN REGULATIONS," BY REPLACING THE TOWN'S SIGN REGULATIONS WITH THE NEW 2018 SIGN REGULATIONS.**

- E.14 Discussion and/or Action [Dr. Jim Johnson]; First Reading of Ordinance 2019-04, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.115 "MANUFACTURED HOME PARKS" BY REPLACING THE TOWN'S MANUFACTURED HOME PARKS REGULATIONS WITH THE NEW 2018 MANUFACTURED HOME PARKS REGULATIONS.**
- E.15 Discussion and/or Action [Dr. Jim Johnson]; First Reading of Ordinance 2019-05, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.120 "RECREATIONAL VEHICLE PARKS" BY REPLACING THE TOWN'S RECREATIONAL VEHICLE PARKS REGULATIONS WITH THE NEW 2018 RECREATIONAL VEHICLE PARKS REGULATIONS.**
- E.16 Discussion and/or Action [Dr. Jim Johnson]; First Reading of Ordinance 2019-06, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.135 "AMENDMENTS," TO ADD NEW SECTION 18.135.035, ESTABLISHING A NEW CITIZEN REVIEW PROCESS FOR REZONING OF PROPERTY, CONDITIONAL USE APPROVAL, DEVELOPMENT PLAN AMENDMENTS AND CHANGES TO ZONING REGULATIONS.**
- E.17 Direction and or Action [Dr. Jim Johnson] Purchase approval of road repair to Skyline Drive.**
- E.18 Direction and or Action [Dr. Jim Johnson] Purchase approval of Senior Center roof repairs.**
- E.19 Direction and or/Action [Manager Williams]: Selection of Magistrate and staff direction to prepare a contract for Judge.**
- E.20 Direction and/or Action [Manager Williams]: Appointment of Judge Ann Lund as Magistrate Pro-Tem.**
- E.21 Direction and or/Action [Manager Williams]: Approval of on-call policy for addition to employee manual.**
- E.22 Discussion and/or Action [Manager Williams]: Consider cancellation of the December 27 regular Council meeting, due to the Christmas holiday.**

**F. Town Manager Report**

**G. Reports of Current Events by Council Members**

**H. Items to be placed on future agendas.**

**I. Adjournment.**

Posted at 5:00pm December 11, 2018 at the following locations:

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

*Jennifer A. Fuller*

Town Clerk

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

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



**MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
MEETING HELD  
THURSDAY, NOVEMBER 8, 2018 AT 7:00PM  
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,  
AZ 85616**

**AGENDA**

- A. **Call to Order** The meeting was called to order at 7:00pm
- Pledge of Allegiance  
Mayor Taylor led the Pledge of Allegiance.
  - Roll Call and Ascertain Quorum  
**Present:** Ken Taylor, Donna Johnson, Joy Banks, Cynthia Butterworth, Johann Wallace, Walt Welsch, Matthew Williams (Not voting), Jennifer Fuller (Not voting), Thomas Benavidez, Town Attorney (Not voting).  
**Absent:** Christy Hirshberg.
  - Invocation  
The invocation was offered by Pastor Dave Carns.

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

B. **Call to the Public**

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

Mr. Dave Perry chose to address the Council regarding Item E.7 at this time. Mr. Perry advised the Council the Huachuca City Senior Center would be ceasing operations as of March 31, 2019.

Mr. Perry advised the Council there is no way HCSC Management can operate the center under the circumstances set forth in the proposed agreement. Mr. Perry advised the Council the group does not have the financial backing, nor the ability to pay. Mr. Perry requested the Council continue to fund the center until March 31, 2019 and to allow the group a reasonable amount of time after that to clear out the building.

**C. Consent Agenda**

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

- C.1 Consider approval of the minutes of the Regular Council Meeting held on October 25, 2018.
- C.2 Consider approval of the Payment Approval Report in the amount of \$ 90,631.48
- C.3 Consider approval of the recommendation from the Planning and Zoning Commission regarding the Community Garden Project.
- C.4 Consider acceptance of Harland Sexton's resignation from the Planning and Zoning Commission, effective November 8, 2018.

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

Walt Welsch questioned an item on the Payment Approval Report for "SWANK Movie Licensing." The payment is to allow the library to show movies.

Johann Wallace requested Item C.3 be removed from the Consent Agenda because he would be recusing himself from the vote for C.3.

**Motion: Approve the Consent Agenda, Items C.1, C.2 and C.4 Moved by Ken Taylor, Seconded by Donna Johnson.**

**Motion passed unanimously.**

**Motion: Approve Item C.3, Seconded by Donna Johnson. Vote: Motion passed (summary: Yes = 5, No = 0, Abstain = 1).**

**Yes: Ken Taylor, Donna Johnson, Joy Banks, Cynthia Butterworth, Walt Welsch.**

**Abstain: Johann Wallace.**

**D. Unfinished Business before the Council**

**Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five*

*minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

**D.1 Discussion and/or Action [Manager Williams]: Second Required reading and Adoption of Ordinance 2018-26, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE CHAPTER 2.85 "TOWN FACILITY USE POLICY," SECTION 2.85.060 "RULES AND REGULATIONS," TO: REMOVE THE PROHIBITION OF INTOXICATING LIQUOR AND ALLOWING BEER AND WINE CONSUMPTION, PROVIDED THE BEER AND WINE ARE NOT IN GLASS BOTTLES AND PROVIDING THAT NO TOWN FUNDING IS USED FOR THE EVENT; TO REMOVE THE PROHIBITION ON SMOKING, UNDER CERTAIN CONDITIONS; TO PROHIBIT CAMPING AND FIRES IN THE PARK; TO PROHIBIT FOOD, BEVERAGE AND MERCHANDISE SALES, WITHOUT A SPECIAL PERMIT; AND TO PROVIDE PENALTIES FOR VIOLATIONS.**

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

Neil Josephson addressed the Council, speaking against the adoption of Ordinance 2018-26. Cynthia Butterworth voiced her concerns. Ken Taylor and Donna Johnson spoke in favor of the ordinance.

**Motion: Approve and adopt, Moved by Ken Taylor, Seconded by Donna Johnson.**

**Vote: Motion passed (summary: Yes = 4, No = 2, Abstain = 0).**

**Yes: Ken Taylor, Donna Johnson, Joy Banks, Johann Wallace.**

**No: Cynthia Butterworth, Walt Welsch.**

**D.2 Discussion and/or Action [Manager Williams]: Second Required Reading and Adoption of Ordinance 2018-27, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING TOWN CODE CHAPTER 9.05 "GENERAL OFFENSES" SECTION 9.05.150 "PLASTIC BAGS" TO REMOVE THE TOWN'S REGULATION OF PLASTIC BAGS FROM THE TOWN CODE.**

**Motion: Open for Discussion and/or Action, Moved by Walt Welsch, Seconded by Joy Banks**

**Motion: Approve and adopt, Moved by Ken Taylor, Seconded by Joy Banks.**

**Motion passed unanimously.**

**E. New Business before the Council**

**Mayor**

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



- E.1 Discussion and/or Action [Manager Williams]: Council members who were elected in the Primary election will take the oath of office and begin serving their new terms on the Town Council; those elected Council members are: Joy Banks, Cynthia Butterworth, and Donna Johnson. Johann Wallace will be sworn in as Mayor.

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

Mayor Taylor addressed those in attendance and was presented with a plaque. Photos were taken and Mayor Taylor left the meeting.

The Honorable Judge Keith Barth administered the Oath of Office to Johann Wallace, swearing him in as Mayor. He then administered the Oath of Office to Donna Johnson, Joy Banks and Cynthia Butterworth, swearing them in as Council members.

No Council Action or Vote Required.

**The Council entered into recess at 7:29pm, returning to session at 7:42pm.**

- E.2 Discussion Only [Mayor Wallace]: Mayor's Address to the Town

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

Mayor Wallace addressed the Council, staff and attendees.

No Council Action or Vote Required.

- E.3 Discussion and/or Action [Manager Williams]: Presentation of the Arizona Library Association Emerging Leader Award to Suzanne Harvey, by Amadee Ricketts.

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

Ms. Ricketts addressed the Council, explaining all the reasons Ms. Harvey was presented with the award. This award is only presented to one library employee a year.

Suzanne Harvey was presented with the Arizona Library Association Emerging Leader Award.

No Council Action or Vote Required

- E.4 Discussion and/or Action [Mayor Wallace]: Consider approval of an extension to the fee waiver requested for the First Messianic Congregation for use of the Huachuca City Community Center through December 31, 2018.

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

Rodney Weichelt addressed the Council, thanking them for the use of the Community Center and requesting the continuation of the agreement until the end of December 2018.

**Motion:** approve the fee waiver extension, **Moved by Johann Wallace, Seconded by Walt Welsch.**

Motion passed unanimously.

- E.5 Discussion and/or Action [Mayor Wallace]: Consider approval of Resolution 2018-34, rescinding the Assignment and Assumption Agreement between Cox and the Town of Huachuca City.

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

**Motion:** Approve Resolution 2018-34, **Moved by Johann Wallace, Seconded by Walt Welsch.**  
Motion passed unanimously.

- E.6 Discussion and/or Action [Mayor Wallace]: Council Nomination and Appointment of Mayor Pro Tem.

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

Mayor Wallace stated that he did not want to vote on this with Ms. Hirshberg absent. He would like Council to decide.

No Council Action or Vote Required.

- E.7 Discussion and/or Action [Manager Williams]: Consider approval of an agreement with the Huachuca City Senior Center, LLC for operation of the Huachuca City Senior Center facility.

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

Walt Welsch called for a Point of Order. Mr. Welsch informed the Council he had been advised by the Town Manager that he should recuse himself from this item due to a conflict of interest. Mr. Welsch read from the Arizona Revised Statutes the definitions of interest and remote interest. Mayor Wallace requested Attorney Benavidez' opinion. The attorney advised the Council to err on the side of caution. Mr. Welsch stated he didn't want to offend the town manager's sensibilities and left the council chamber at 8:06pm.

Mayor Wallace requested Mr. Williams present the Council with the item. Mr. Williams explained to the Council that there is funding available from the Southeastern Arizona Governments' Organization (SEAGO) to fund the Senior Center. Mr. Williams advised the Council he was not expecting a vote from Council at this meeting, nor was the town trying to close the Senior Center.

Mayor Wallace requested a work session to discuss the Senior Center. Council will hold a work session on December 13<sup>th</sup>.

**Motion:** direct staff to work with the current LLC to notify town residents of the change,  
**Moved by Johann Wallace, Seconded by Cynthia Butterworth.**  
Motion passed unanimously.

- E.8 Discussion and/or Action [Mayor Wallace]: Consider approval of Resolution 2018-32, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, IDENTIFYING THOSE OFFICERS LEGALLY EMPOWERED TO SIGN CHECKS, WARRANTS, AND OTHER DOCUMENTS ON BEHALF OF THE TOWN.

Mr. Welsh returned to the council chamber at 8:15pm

**Motion:** Open for Discussion and/or Action, **Moved by Johann Wallace, Seconded by Cynthia Butterworth**

Mayor Wallace advised Mr. Welsch of the Resolution. Mr. Welsch opted to abstain from voting.

**Motion:** approve Resolution 2018-32, **Moved by Johann Wallace, Seconded by Cynthia Butterworth.**

**Vote:** Motion passed (summary: Yes = 4, No = 0, Abstain = 1).

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

**No:** None.

**Abstain:** Walt Welsch

- E.9 Discussion and/or Action [Mayor Wallace]: Proclamation declaring December 8, 2018 Founders' Day in Huachuca City, in honor of the Town's 60<sup>th</sup> anniversary of incorporation.

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

Mayor Wallace read the proclamation.

No Council Action or Vote Required

- E.10 Discussion and/or Action [Manager Williams]: Consider cancellation of the November 22 regular Council meeting, due to the Thanksgiving holiday.

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

**Motion:** Cancel the November 22 meeting, **Moved by Johann Wallace, Seconded by Donna Johnson.**

Motion passed unanimously.

**E.11 Discussion and/or Action [Councilor Welsch]: Reconsider the Town Hall Parking Plan.**

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

Mr. Welsch advised he would like to see the back parking lot changed to allow for one-way traffic; he is concerned that the town spent \$5000.00 on something that has grass growing through it already. He would like to see an RFP and inspection report. Mr. Welsch then asked the Chief of Police and the Fire Chief if they felt the change was "overboard". Neither of the Chiefs feel the change was too drastic.

Ms. Johnson asked Mr. Welsch why he was asking these questions now and not when the project was brought up before. Mr. Welsch advised the town manager said it was discussed at council and it wasn't (at this point the town clerk began looking through minutes to find where the item was previously discussed). Mayor Wallace explained to Mr. Welsch that, as the project was under \$5000.00, it did not require a bid. Mayor Wallace asked Chief Bidon if there were any issues with a one-way. Chief Bidon didn't see any issue with that. Mr. Williams read the minutes from July 12, 2018 where the council had voted to approve the project. Mayor Wallace asked Dr. Johnson for his opinion. Dr. Johnson advised the Council that, on numerous occasions, he had almost been hit by a vehicle walking across the back parking lot. Since the change, he has not had any problems.

Mayor Wallace advised there was no motion necessary, there would be no changes and the parking lot would remain as it is.

**No Council Action or Vote Required**

**E.12 Discussion and/or Action [Manager Williams]: First reading of Ordinance 2018-28, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 2 "ADMINISTRATION AND PERSONNEL," CHAPTER 2.10 "MAYOR," SECTION 2.10.010 "ELECTION OF MAYOR," CHAPTER 2.15 "ELECTIONS," SECTION 2.15.010 "PRIMARY ELECTIONS," SECTION 2.15.015 "GENERAL ELECTIONS," AND SECTION 2.15.020 "PRIMARY ELECTION DATE" TO REMOVE THE REQUIREMENT OF A PRIMARY ELECTION AND TO ALLOW THE TOWN TO HOLD ONLY GENERAL ELECTIONS FOR THE OFFICES OF MAYOR AND COUNCILMEMBER.**

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

**No Council Action or Vote Required**

**F. Items to be placed on future agendas**

Mr. Welsch requested an item discussing the possibility of a partially funded bus service for one year. Mr. Welsch requested an item exploring the ramifications in the city of outsourcing the town's trash service.

**G. Adjournment.**

**Motion: Adjourn, Moved by Johann Wallace, Seconded by Donna Johnson.  
Motion passed unanimously.**

**Meeting was adjourned at 8:43pm.**

**Approved by Mayor Wallace on December 13, 2018**

\_\_\_\_\_  
**Johann Wallace, Mayor**

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

**Seal:**

**Certification**

**I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on November 8, 2018. I further certify that the meeting was duly called and a quorum was present.**

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



**PUBLIC NOTICE**  
**HUACHUCA CITY TOWN COUNCIL**  
**MEETS FOR A SPECIAL MEETING**  
**TUESDAY, NOVEMBER 20, 2018 AT 7:00PM**  
**HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,**  
**AZ 85616**

**AGENDA**

**A. Call to Order**

- Meeting was called to order at 7:00PM by Mayor Johann Wallace.
- Pledge of Allegiance was led by Mayor Wallace.
- Roll Call.

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

**Absent:** Donna Johnson, Harland Sexton, Walt Welsch, Thomas Benavidez, Attorney.

**B. Business before the Council**

Mayor

- B.1**      **Discussion and/or Action [Manager Williams]: Consider adoption of RESOLUTION 2018-33, A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, CANVASSING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 6, 2018.**

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

**Mayor Wallace read the Resolution.**

**Motion: adoption of Resolution 2018-33, Action: Approve, Moved by Johann Wallace, Seconded by Christy Hirshberg.**

**Motion passed unanimously.**

- B.2**      **Discussion and/or Action [Manager Williams]: Council members who were elected in the general election will take the oath of office and begin serving their new terms on the Town Council; those elected Council members are: Harland Sexton.**

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

**As Mr. Sexton was unable to attend this meeting, he will be sworn in at a later date.**

**C. Adjournment**

**Motion: Adjourn, Moved by Johann Wallace, Seconded by Christy Hirshberg.  
Motion passed unanimously.**

**Meeting adjourned at 7:04pm.**

**Approved by Mayor Wallace on December 13, 2018**

\_\_\_\_\_  
**Johann Wallace, Mayor**

**Attest:**

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

**Seal:**

**Certification**

**I hereby certify that the foregoing is a true and correct copy of the Minutes of the Work Session for the Huachuca City Town Council held on November 20, 2018. I further certify that the meeting was duly called and a quorum was present.**

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



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

**AGENDA**

**A. Call to Order**

Mayor

- Meeting was called to order at 6:00pm by Mayor Johann Wallace.
- Pledge of Allegiance was led by Mayor Wallace.
- Roll Call.

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

Absent: Thomas Benavidez, Attorney.

**B. Business before the Council**

Mayor

B.1 Discussion Only [Manager Williams]: Discussion of results from the rate study performed by Willdan, for water and wastewater services for the Town.

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

Matthew Williams introduced Kevin Burnett of Willdan, who presented the Council and attending public with the results of the rate study for water and wastewater.

**C. Adjournment**

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

Motion passed unanimously.

The Work Session was adjourned at 7:20pm.

Approved by Mayor Wallace on December 13, 2018

---

Johann Wallace, Mayor

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



Jennifer A. Fuller, Town Clerk

Seal:

**Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Work Session for the Huachuca City Town Council held on December 6, 2018. I further certify that the meeting was duly called and a quorum was present.

---

Jennifer A. Fuller, Town Clerk

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1022250</b>							
CopperPoint Mutual Insurance	1010043644	Workmans Comp	12/01/2018	2,253.00	.00		
Total 1022250:				2,253.00	.00		
<b>1022500</b>							
Cigna Healthcare (FACETS Plans	EFT11202018	Employee Health Insurance	11/20/2018	13,554.19	13,554.19	11/27/2018	
Total 1022500:				13,554.19	13,554.19		
<b>1022510</b>							
Principal Life Insurance Co	10001/1117201	employee benefit	11/17/2018	1,160.10	1,160.10	11/27/2018	
Total 1022510:				1,160.10	1,160.10		
<b>1022520</b>							
AFLAC	363626	Payroll Deduction	11/26/2018	548.44	548.44	11/26/2018	
Total 1022520:				548.44	548.44		
<b>1022540</b>							
Vision Service Plan	11162018	Vision Ins./30 049730 0001	11/16/2018	148.57	148.57	11/27/2018	
Total 1022540:				148.57	148.57		
<b>1022550</b>							
UNUM Life Ins. Co. of America	0012/11092018	Employee Life/AD&D Ins./060830	11/09/2018	213.14	213.14	11/15/2018	
UNUM Life Ins. Co. of America	0013/11092018	Voluntary Life/AD&D/0608295-00	11/09/2018	185.79	185.79	11/15/2018	
Total 1022550:				398.93	398.93		
<b>1022700</b>							
LegalShield	0104832/11202	employee benefit	11/20/2018	15.95	.00		
Total 1022700:				15.95	.00		
<b>1042220</b>							
Benavidez Law Group, P.C.	68139	Attorney Fees	11/07/2018	845.00	.00		
Total 1042220:				845.00	.00		
<b>1042290</b>							
Wicked Limitz Graphics	42296	Plaque For Mayor Taylor & Name	10/17/2018	49.42	49.42	11/07/2018	
Total 1042290:				49.42	49.42		
<b>1043220</b>							
Benavidez Law Group, P.C.	68139	Attorney Fees	11/07/2018	845.00	.00		
Total 1043220:				845.00	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1043271</b>							
AT&T	9001/11042018	Phone Service	11/04/2018	725.21	725.21	11/15/2018	
<b>Total 1043271:</b>				<b>725.21</b>	<b>725.21</b>		
<b>1043290</b>							
Batteries Plus	840-P6915027	battery backups	12/04/2018	34.57	.00		
AlphaGraphics	81742	Re-Order Checks	11/08/2018	328.62	328.62	11/08/2018	
Wells Fargo Remittance Center	178040720021	HDMI Adapter Cable	10/11/2018	21.60	21.60	11/28/2018	
Wells Fargo Remittance Center	9792234601	Digital Voice Recorder	10/11/2018	63.85	63.85	11/28/2018	
<b>Total 1043290:</b>				<b>448.64</b>	<b>414.07</b>		
<b>1043340</b>							
S.S.V.E.C	11062018	Town Hall	11/06/2018	455.60	455.60	11/15/2018	
<b>Total 1043340:</b>				<b>455.60</b>	<b>455.60</b>		
<b>1043360</b>							
AZ Department of Corrections	D08106201811	Inmate Labor	11/13/2018	17.40	.00		
AZ Department of Corrections	D08107201810	Inmate Transportation Cost	11/30/2018	19.54	.00		
AZ Department of Corrections	D08107201811	Inmate Labor	11/28/2018	11.14	.00		
Haymore & Forsberg CPA	2658	Accounting Services	12/03/2018	406.25	406.25	12/07/2018	
<b>Total 1043360:</b>				<b>454.33</b>	<b>406.25</b>		
<b>1043440</b>							
Purchase Power	1630/11162018	Postage	11/18/2018	251.75	251.75	11/28/2018	
<b>Total 1043440:</b>				<b>251.75</b>	<b>251.75</b>		
<b>1043460</b>							
Clark Information Systems	116729	Internet Service	11/28/2018	69.95	69.95	11/28/2018	
Caselle, Inc	91635	Contract Support	12/01/2018	712.00	.00		
Wells Fargo Remittance Center	E01008UUSV	Email	10/29/2018	103.32	103.32	11/28/2018	
<b>Total 1043460:</b>				<b>905.27</b>	<b>193.27</b>		
<b>1043500</b>							
Cochise Lock & Safe	117281	Re-Key Finance & Town Clerk Off	11/19/2018	161.16	161.16	11/28/2018	
Roto-Rooter Sewer & Drain Servic	90178	Rental Handicap Outhouse	10/12/2018	100.00	.00		
Truly Nolen Exterminating, Inc	250128688	Pest Control	11/14/2018	44.00	.00		
Truly Nolen Exterminating, Inc	250128065	Pest Control	11/14/2018	44.00	.00		
Wells Fargo Remittance Center	10006528	Repair Bench & Window At Comm	10/31/2018	51.04	51.04	11/28/2018	
San Pedro Plumbing LLC	11480	Repair Water Leak Town Hall	11/05/2018	394.89	394.89	11/07/2018	
<b>Total 1043500:</b>				<b>795.09</b>	<b>607.09</b>		
<b>1043640</b>							
SEAGO	07012018	Annual Dues & RTAC Membershi	07/01/2018	1,275.00	1,275.00	11/27/2018	
<b>Total 1043640:</b>				<b>1,275.00</b>	<b>1,275.00</b>		
<b>1043680</b>							
Wells Fargo Remittance Center	6291458	Meeting Concerning ERATE	10/18/2018	50.00	50.00	11/28/2018	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 1043660:</b>				50.00	50.00		
<b>1043660</b>							
Cochise County Finance Departm	11202018	Election Services	11/20/2018	1,022.50	.00		
<b>Total 1043660:</b>				1,022.50	.00		
<b>1043705</b>							
Copygraphix	23676248	Copy Machine Lease/Town Hall	11/06/2018	526.09	526.09	11/15/2018	
<b>Total 1043705:</b>				526.09	526.09		
<b>1045250</b>							
Aaron Parr	102316	Alternate Magistrate Reimburseem	10/23/2018	40.00	40.00	11/07/2018	
<b>Total 1045250:</b>				40.00	40.00		
<b>1045810</b>							
Benavidez Law Group, P.C.	66139	Prosecution Fees	11/07/2018	1,155.00	.00		
<b>Total 1045810:</b>				1,155.00	.00		
<b>1048275</b>							
Verizon Wireless	9817900115	cell phones	11/07/2018	1,743.61	.00		
<b>Total 1048275:</b>				1,743.61	.00		
<b>1048840</b>							
Hewlett-Packard Financial Service	600583911	Computer	11/17/2018	681.43	.00		
<b>Total 1048840:</b>				681.43	.00		
<b>1051222</b>							
Wells Fargo Remittance Center	256	Mail Grant Packet	11/02/2018	6.13	6.13	11/26/2018	
<b>Total 1051222:</b>				6.13	6.13		
<b>1051230</b>							
Benavidez Law Group, P.C.	66139	Attorney Fees	11/07/2018	845.00	.00		
<b>Total 1051230:</b>				845.00	.00		
<b>1051271</b>							
AT&T	9001/11042018	Phone Service	11/04/2018	125.20	125.20	11/15/2018	
CenturyLink	11072018	Phone Service	11/07/2018	335.66	335.66	11/26/2018	
<b>Total 1051271:</b>				460.86	460.86		
<b>1051290</b>							
Wist Office Products	1819922	Calender, Gloves, Storage Boxes,	11/19/2018	169.76	.00		
Wells Fargo Remittance Center	185605560018	Thumbdrive & Note Books	10/24/2018	42.64	42.64	11/26/2018	
<b>Total 1051290:</b>				212.40	42.64		
<b>1051340</b>							
S.S.V.E.C	11062018	Police Dept	11/06/2018	397.37	397.37	11/15/2018	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 1051340:</b>				<b>397.37</b>	<b>397.37</b>		
<b>1051360</b>							
AZ Department of Corrections	D08106201811	Inmate Labor	11/13/2018	17.40	.00		
AZ Department of Corrections	D08107201810	Inmate Transportation Cost	11/30/2018	19.64	.00		
AZ Department of Corrections	D08107201811	Inmate Labor	11/28/2018	11.15	.00		
Haymore & Forsberg CPA	2658	Accounting Services	12/03/2018	408.25	408.25	12/07/2018	
<b>Total 1051360:</b>				<b>454.34</b>	<b>408.25</b>		
<b>1051365</b>							
Shred-It USA	8126987625	monthly shred service	11/15/2018	93.59	.00		
<b>Total 1051365:</b>				<b>93.59</b>	<b>.00</b>		
<b>1051480</b>							
CMI, INC.	8018617	Ethanol Gas Standard, Liter Tank	11/28/2018	160.28	.00		
Sierra Vista Herald	489340/166780	Ordinance For Penalty Change	11/20/2018	486.59	.00		
Axon Enterprise, Inc.	SI-1661261	Evidence Cloud Storage	11/13/2018	473.08	.00		
<b>Total 1051480:</b>				<b>1,119.93</b>	<b>.00</b>		
<b>1051470</b>							
GCR Tucson Truck Tire Center	827-73285	Tires For Police Dept	11/06/2018	773.42	.00		
GCR Tucson Truck Tire Center	827-73757	Tires For Police Dept	11/27/2018	267.81	.00		
Gardner's Garage	03237	Vehicle Maint	11/09/2018	72.00	.00		
Gardner's Garage	03275	Vehicle Maint	11/19/2018	80.88	.00		
Gardner's Garage	03278	Vehicle Maint	11/19/2018	36.00	.00		
Gardner's Garage	03304	Vehicle Maint	11/27/2018	52.71	.00		
Gardner's Garage	03339	Vehicle Maint	12/05/2018	284.26	.00		
Gardner's Garage	03343	Vehicle Maint	12/08/2018	718.16	.00		
<b>Total 1051470:</b>				<b>2,275.24</b>	<b>.00</b>		
<b>1051475</b>							
Fleet Services	56690543	fuel expense	11/15/2018	1,095.48	1,095.48	11/28/2018	
<b>Total 1051475:</b>				<b>1,095.48</b>	<b>1,095.48</b>		
<b>1051480</b>							
Wells Fargo Remittance Center	E01006UUSV	Email	10/29/2018	131.66	131.66	11/26/2018	
<b>Total 1051480:</b>				<b>131.66</b>	<b>131.66</b>		
<b>1051506</b>							
Macs Towing, LLC	6162	Vehicle Tow Fee	11/07/2018	85.00	85.00	11/08/2018	
Macs Towing, LLC	6169	Vehicle Impound Tow Fee	11/11/2018	85.00	.00		
<b>Total 1051506:</b>				<b>170.00</b>	<b>85.00</b>		
<b>1051705</b>							
Copygraphix	23700844	Copy Machine Lease/Police Dept	11/12/2018	219.24	219.24	11/26/2018	
<b>Total 1051705:</b>				<b>219.24</b>	<b>219.24</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1052102</b>							
Quest Diagnostics	9179393892	New Hire Drug Testing/Client #15	11/27/2018	60.00	.00		
<b>Total 1052102:</b>				<b>60.00</b>	<b>.00</b>		
<b>1052340</b>							
S.S.V.E.C	11062018	Animal Shelter	11/08/2018	338.89	338.89	11/15/2018	
Wells Fargo Remittance Center	14639111	Propane For Animal Shelter	10/16/2018	1,432.86	1,432.86	11/28/2018	
<b>Total 1052340:</b>				<b>1,771.55</b>	<b>1,771.55</b>		
<b>1052380</b>							
AZ Department of Corrections	D08106201811	Inmate Labor	11/13/2018	68.60	.00		
AZ Department of Corrections	D08107201810	Inmate Transportation Cost	11/30/2018	78.16	.00		
AZ Department of Corrections	D08107201811	Inmate Labor	11/28/2018	44.57	.00		
Haymore & Forsberg CPA	2858	Accounting Services	12/03/2018	408.25	408.25	12/07/2018	
<b>Total 1052380:</b>				<b>598.58</b>	<b>408.25</b>		
<b>1052450</b>							
Toner West	9041	Toner Cartridge	11/29/2018	51.99	.00		
<b>Total 1052450:</b>				<b>51.99</b>	<b>.00</b>		
<b>1052480</b>							
Sierra Vista Herald	489340/166779	Ordinance For Animal Code	11/20/2018	519.56	.00		
Wells Fargo Remittance Center	09708-1	Animal Litter	10/24/2018	31.14	31.14	11/28/2018	
<b>Total 1052480:</b>				<b>550.70</b>	<b>31.14</b>		
<b>1052481</b>							
Wells Fargo Remittance Center	09708	Animal Food	10/24/2018	164.62	164.62	11/28/2018	
<b>Total 1052481:</b>				<b>164.62</b>	<b>164.62</b>		
<b>1052482</b>							
Truly Nolen Exterminating, Inc	250128079	Pest Control	12/06/2018	46.00	.00		
<b>Total 1052482:</b>				<b>46.00</b>	<b>.00</b>		
<b>1052483</b>							
Wells Fargo Remittance Center	1541618	Duramune Max 5-CvK/4L & Polar	10/17/2018	452.94	452.94	11/28/2018	
<b>Total 1052483:</b>				<b>452.94</b>	<b>452.94</b>		
<b>1052475</b>							
Fleet Services	58690543	fuel expense	11/15/2018	104.41	104.41	11/28/2018	
<b>Total 1052475:</b>				<b>104.41</b>	<b>104.41</b>		
<b>1052480</b>							
Wells Fargo Remittance Center	E01008UUSV	Email	10/29/2018	25.22	25.22	11/28/2018	
TransWorld Network	14488745-054	Internet Services	11/25/2018	64.81	64.81	11/28/2018	
<b>Total 1052480:</b>				<b>90.03</b>	<b>90.03</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1053340</b>							
Southwest Gas Corporation	12032018	Utility Service-Gas	12/03/2018	695.39	695.39	12/07/2018	
S.S.V.E.C	11062018	Fire Dept	11/06/2018	807.41	807.41	11/15/2018	
<b>Total 1053340:</b>				<b>1,502.80</b>	<b>1,502.80</b>		
<b>1053480</b>							
Wells Fargo Remittance Center	E01006UUSV	Email	10/29/2018	8.61	8.61	11/26/2018	
<b>Total 1053480:</b>				<b>8.61</b>	<b>8.61</b>		
<b>1054360</b>							
SW Building Inspection Service	9426	Contract Services	11/30/2018	4,050.00	4,050.00	12/07/2018	
<b>Total 1054360:</b>				<b>4,050.00</b>	<b>4,050.00</b>		
<b>1057340</b>							
S.S.V.E.C	11062018	street lights	11/06/2018	2,528.58	2,528.58	11/15/2018	
<b>Total 1057340:</b>				<b>2,528.58</b>	<b>2,528.58</b>		
<b>1057360</b>							
Haymore & Forsberg CPA	2658	Accounting Services	12/03/2018	406.25	406.25	12/07/2018	
<b>Total 1057360:</b>				<b>406.25</b>	<b>406.25</b>		
<b>1058270</b>							
CenturyLink	11072018	Phone Service	11/07/2018	51.79	51.79	11/29/2018	
<b>Total 1058270:</b>				<b>51.79</b>	<b>51.79</b>		
<b>1058340</b>							
S.S.V.E.C	11062018	Pool	11/06/2018	599.56	599.56	11/15/2018	
<b>Total 1058340:</b>				<b>599.56</b>	<b>599.56</b>		
<b>1058480</b>							
Leales Swimming Pool Supplies	649-001-10873	Tablets, Repair West Pump	11/21/2018	843.03	.00		
Leales Swimming Pool Supplies	649-001-11174	Set Screw & 2hp Full 2 1/2HP Up	12/07/2018	113.22	.00		
<b>Total 1058480:</b>				<b>956.25</b>	<b>.00</b>		
<b>1060480</b>							
D&M Tire & Wheel	33883	Mount/Balance Tires For Car Trail	11/26/2018	72.00	.00		
GCR Tucson Truck Tire Center	827-73756	Four Tires Car Trailer	11/27/2018	278.21	.00		
<b>Total 1060480:</b>				<b>350.21</b>	<b>.00</b>		
<b>1062271</b>							
AT&T	3001/11042018	Phone Service	11/04/2018	50.62	50.62	11/15/2018	
CenturyLink	11072018	Phone Service	11/07/2018	115.23	115.23	11/26/2018	
<b>Total 1062271:</b>				<b>165.85</b>	<b>165.85</b>		
<b>1062290</b>							
DEMCO	8501449	Office Supplies	11/27/2018	83.89	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 1062290:</b>				<b>83.89</b>	<b>.00</b>		
<b>1062340</b>							
Southwest Gas Corporation	12032018	Utility Service-Gas	12/03/2018	138.30	138.30	12/07/2018	
S.S.V.E.C	11082018	Library	11/08/2018	712.89	712.89	11/15/2018	
<b>Total 1062340:</b>				<b>851.19</b>	<b>851.19</b>		
<b>1062380</b>							
Haymore & Forsberg CPA	2858	Accounting Services	12/03/2018	406.25	406.25	12/07/2018	
<b>Total 1062380:</b>				<b>406.25</b>	<b>406.25</b>		
<b>1062388</b>							
AZ Department of Corrections	D08108201811	Inmate Labor	11/13/2018	34.80	.00		
AZ Department of Corrections	D08107201810	Inmate Transportation Cost	11/30/2018	39.08	.00		
AZ Department of Corrections	D08107201811	Inmate Labor	11/28/2018	22.28	.00		
<b>Total 1062388:</b>				<b>96.16</b>	<b>.00</b>		
<b>1062480</b>							
Ace Hardware	181142/1	Spray Paint, Couples, Bolt, Nuts	11/28/2018	60.14	.00		
Wells Fargo Remittance Center	074891	Flags	10/25/2018	19.42	19.42	11/26/2018	
<b>Total 1062480:</b>				<b>79.56</b>	<b>19.42</b>		
<b>1062480</b>							
Wells Fargo Remittance Center	E01008UUSV	Email	10/29/2018	15.25	15.25	11/28/2018	
<b>Total 1062480:</b>				<b>15.25</b>	<b>15.25</b>		
<b>1062481</b>							
Clark Information Systems	116728	Internet Service	11/28/2018	94.95	94.95	11/28/2018	
<b>Total 1062481:</b>				<b>94.95</b>	<b>94.95</b>		
<b>1062880</b>							
Wells Fargo Remittance Center	81420588	Hotel For AZLA Conf	10/28/2018	294.18	294.18	11/28/2018	
<b>Total 1062880:</b>				<b>294.18</b>	<b>294.18</b>		
<b>1065140</b>							
Benavidez Law Group, P.C.	68139	Attorney Fees	11/07/2018	845.00	.00		
<b>Total 1065140:</b>				<b>845.00</b>	<b>.00</b>		
<b>1065475</b>							
Fleet Services	58890543	fuel expense	11/15/2018	291.91	291.91	11/28/2018	
<b>Total 1065475:</b>				<b>291.91</b>	<b>291.91</b>		
<b>1068140</b>							
Benavidez Law Group, P.C.	68139	Attorney Fees	11/07/2018	845.00	.00		
<b>Total 1068140:</b>				<b>845.00</b>	<b>.00</b>		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1066271</b>							
CenturyLink	11072018	Phone Service	11/07/2018	53.21	53.21	11/26/2018	
<b>Total 1066271:</b>				<u>53.21</u>	<u>53.21</u>		
<b>1066340</b>							
Southwest Gas Corporation	12032018	Utility Service-Gas	12/03/2018	87.56	87.56	12/07/2018	
S.S.V.E.C	11062018	Senior Center	11/09/2018	364.97	364.97	11/15/2018	
<b>Total 1066340:</b>				<u>452.53</u>	<u>452.53</u>		
<b>1066341</b>							
HCSC Management	11092018	Internet Service	11/09/2018	219.24	219.24	11/26/2018	
<b>Total 1066341:</b>				<u>219.24</u>	<u>219.24</u>		
<b>1066462</b>							
Truly Nolen Exterminating, Inc	250128064	Peat Control	11/14/2018	44.00	.00		
<b>Total 1066462:</b>				<u>44.00</u>	<u>.00</u>		
<b>1066802</b>							
Wells Fargo Remittance Center	10770031766	Grant-Laptops, Tablets, Phones, E	11/01/2018	2,067.84	2,067.84	11/26/2018	
K12 Handhelds, Inc.	106227	Second Quarterly Payment LSTA	10/31/2018	5,500.00	.00		
<b>Total 1066802:</b>				<u>7,567.84</u>	<u>2,067.84</u>		
<b>2040401</b>							
Nena Devi Nerhan	M000023390	Cash Bond Refund	11/29/2018	443.00	.00		
<b>Total 2040401:</b>				<u>443.00</u>	<u>.00</u>		
<b>5121350</b>							
Stacy Whitworth	2103310/11142	Water Deposit Refund	11/14/2018	4.89	.00		
John Arnoldblk	2101365/11082	Water Deposit Refund	11/08/2018	6.49	.00		
Rick Kamps	2002468/11142	Water Deposit Refund	11/14/2018	4.89	.00		
Nathaniel Welsensel	2002362/11152	Water Deposit Refund	11/15/2018	15.09	.00		
Carolyn Leister	2104087/11152	Water Deposit Refund	11/15/2018	1.89	.00		
George Richter	2105079/11152	Water Deposit Refund	11/15/2018	1.89	.00		
<b>Total 5121350:</b>				<u>34.74</u>	<u>.00</u>		
<b>5140110</b>							
Cintas Corporation No. 445	4011955834	Uniform and Rentals/Public Works	11/07/2018	95.23	95.23	11/07/2018	
Cintas Corporation No. 445	4012255307	Uniform and Rentals/Public Works	11/14/2018	86.88	.00		
Cintas Corporation No. 445	4012576500	Uniform and Rentals/Public Works	11/20/2018	86.88	.00		
Cintas Corporation No. 445	4012822004	Uniform and Rentals/Public Works	11/28/2018	86.88	.00		
Cintas Corporation No. 445	4013197242	Uniform and Rentals/Public Works	12/05/2018	86.88	.00		
<b>Total 5140110:</b>				<u>442.76</u>	<u>95.23</u>		
<b>5140340</b>							
S.S.V.E.C	11062018	Wells	11/08/2018	3,185.55	3,185.55	11/15/2018	
<b>Total 5140340:</b>				<u>3,185.55</u>	<u>3,185.55</u>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>5140360</b>							
AZ Department of Corrections	D08106201811	Inmate Labor	11/13/2018	89.60	.00		
AZ Department of Corrections	D08107201810	Inmate Transportation Cost	11/30/2018	117.21	.00		
AZ Department of Corrections	D08107201811	Inmate Labor	11/28/2018	88.88	.00		
Benavidez Law Group, P.C.	88138	Attorney Fees	11/07/2018	845.00	.00		
Apache Real Estate Investments	12-2018	Contract Service-Water Site Inspe	12/01/2018	500.00	.00		
Total 5140360:				1,598.67	.00		
<b>5140370</b>							
AZ Dept of Revenue	EFT11302018	Sales Tax	11/30/2018	1,071.30	1,071.30	12/05/2018	
Total 5140370:				1,071.30	1,071.30		
<b>5140440</b>							
Purchase Power	1830/11182018	Postage	11/18/2018	251.75	251.75	11/28/2018	
Total 5140440:				251.75	251.75		
<b>5140480</b>							
Ace Hardware	180899/1	Oil, Chains	11/14/2018	72.38	.00		
Ace Hardware	181141/1	Tape, Light Blubs, Light, Tubes, O	11/28/2018	138.35	.00		
Ace Hardware	181148/1	Tape, Light Blubs, Light, Tubes, O	11/28/2018	27.00	.00		
Ace Hardware	181182/1	Tape, Light Blubs, Light, Tubes, O	11/28/2018	5.40	.00		
Ace Hardware	181257/1	Fuse, Wing Nut, Bolt, Washers, FI	12/04/2018	44.88	.00		
Ferguson Enterprises #1001	8858303	Valves, Pipe Adapters	11/28/2018	1,051.85	.00		
Hill Brothers Chemical Co.	50813659	Calcium Hypochlorite	11/07/2018	480.89	.00		
Hach Company	11186891	Pocket Clmtr II Chlorine System	10/28/2018	488.59	.00		
Willdan Financial Services	010-38867	HC 2018 Rate Study	11/18/2018	1,110.00	.00		
Peter Wambach	111382620863	Reimburse For Clutch	12/07/2018	18.58	18.58	12/07/2018	
Total 5140480:				3,408.08	18.58		
<b>5140470</b>							
D&M Tire & Wheel	33825	Repair PW2 Tire	11/20/2018	18.00	.00		
Total 5140470:				18.00	.00		
<b>5140475</b>							
Fleet Services	58690543	fuel expense	11/15/2018	491.79	491.79	11/28/2018	
Senegy Petroleum LLC	490930	Diesel #2	11/07/2018	200.49	.00		
Senegy Petroleum LLC	492872	Diesel #2	11/15/2018	208.04	.00		
Senegy Petroleum LLC	494378	Diesel #2	11/23/2018	202.00	.00		
Senegy Petroleum LLC	495651	Diesel #2	11/28/2018	199.88	.00		
Senegy Petroleum LLC	497768	Diesel #2	12/06/2018	290.80	.00		
Total 5140475:				1,592.98	491.79		
<b>5140480</b>							
Wells Fargo Remittance Center	E01006UUSV	Email	10/26/2018	8.61	8.61	11/28/2018	
Total 5140480:				8.61	8.61		
<b>5140510</b>							
Turner Laboratories, Inc	18K0218	Ground Water Test	11/19/2018	120.00	120.00	11/27/2018	
YL Technology, LLC	32134	Sampling Fee	11/09/2018	92.00	92.00	11/28/2018	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 5140510:</b>				<b>212.00</b>	<b>212.00</b>		
<b>5140610</b>							
Ace Hardware	161025/1	Copy Panel Key	11/20/2018	3.23	.00		
Empire Southwest, LLC	EPWK0447167	Repair Heating For Water System	11/20/2018	617.02	.00		
Merle's Automotive Supply	16269162	D-2 Dump Battery	11/14/2018	132.11	.00		
Merle's Automotive Supply	16269863	Battery For Sewer Machine	11/19/2018	149.10	.00		
RDO Equipment Co.	P32269	Back Hoe 310 Repair	11/07/2018	313.74	313.74	11/07/2018	
Weber Water Resources	16262	Repalce Pressure Switch & Test S	11/14/2018	1,450.00	.00		
<b>Total 5140610:</b>				<b>2,665.20</b>	<b>313.74</b>		
<b>5221350</b>							
Stacy Whitworth	2103310/11142	Sewer Deposit Refund	11/14/2018	15.00	.00		
John Arnoldbik	2101366/11082	Sewer Deposit Refund	11/08/2018	15.00	.00		
Rick Kamps	2002488/11142	Sewer Deposit Refund	11/14/2018	15.00	.00		
Carolyn Leister	2104087/11152	Sewer Deposit Refund	11/15/2018	15.00	.00		
George Richter	2105079/11152	Sewer Deposit Refund	11/15/2018	15.00	.00		
Arthur & Maria E Jones	2001168/11162	Sewer Deposit Refund	11/16/2018	9.98	.00		
Roy Billyard	3006993/11262	Sewer Deposit Refund	11/29/2018	6.29	.00		
Akiva Odgen	1001991/11262	Sewer Deposit Refund	11/29/2018	6.29	.00		
<b>Total 5221350:</b>				<b>97.56</b>	<b>.00</b>		
<b>5240340</b>							
S.S.V.E.C	11062018	Sewer Ponds	11/06/2018	669.92	669.92	11/15/2018	
<b>Total 5240340:</b>				<b>669.92</b>	<b>669.92</b>		
<b>5240360</b>							
AZ Department of Corrections	D08106201811	Inmate Labor	11/13/2018	69.60	.00		
AZ Department of Corrections	D08107201810	Inmate Transportation Cost	11/30/2018	117.21	.00		
AZ Department of Corrections	D08107201811	Inmate Labor	11/28/2018	66.66	.00		
Benavidez Law Group, P.C.	68139	Attorney Fees	11/07/2018	845.00	.00		
Valenzuela, Jr. Carlos S.	195635	Contract Labor	12/05/2018	400.00	.00		
Haymore & Foreberg CPA	2658	Accounting Services	12/03/2018	406.25	406.25	12/07/2018	
<b>Total 5240360:</b>				<b>1,904.92</b>	<b>406.25</b>		
<b>5240460</b>							
Westway Power EQ	POS3172/1106	Oil, String	11/08/2018	24.15	24.15	11/08/2018	
<b>Total 5240460:</b>				<b>24.15</b>	<b>24.15</b>		
<b>5240475</b>							
Senergy Petroleum LLC	490930	Diesel #2	11/07/2018	200.49	.00		
Senergy Petroleum LLC	492672	Diesel #2	11/15/2018	208.04	.00		
Senergy Petroleum LLC	494378	Diesel #2	11/23/2018	202.01	.00		
Senergy Petroleum LLC	495651	Diesel #2	11/28/2018	199.87	.00		
Senergy Petroleum LLC	497766	Diesel #2	12/06/2018	290.80	.00		
<b>Total 5240475:</b>				<b>1,101.21</b>	<b>.00</b>		
<b>5240610</b>							
Merle's Automotive Supply	16259930	Battery For Sewer Machine	11/13/2018	123.17	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 5240810:</b>				<b>123.17</b>	<b>.00</b>		
<b>5240850</b>							
Willdan Financial Services	010-36867	HC 2018 Rate Study	11/16/2018	1,110.00	.00		
<b>Total 5240850:</b>				<b>1,110.00</b>	<b>.00</b>		
<b>5240702</b>							
Turner Laboratories, Inc	18K0217	Monthly WasteWater Test	11/19/2018	97.50	97.50	11/27/2018	
<b>Total 5240702:</b>				<b>97.50</b>	<b>97.50</b>		
<b>5440360</b>							
Benavidez Law Group, P.C.	68139	Attorney Fees	11/07/2018	845.00	.00		
Haymore & Forsberg CPA	2658	Accounting Services	12/03/2018	408.25	408.25	12/07/2018	
<b>Total 5440360:</b>				<b>1,251.25</b>	<b>408.25</b>		
<b>5440450</b>							
Sierra Vista Herald	489340/166777	Ordinance For Trash	11/20/2018	1,544.83	.00		
Sierra Vista Herald	489340/166778	Ordinance For Trash	11/20/2018	816.92	.00		
Wells Fargo Remittance Center	0010710780T	CDL Physical-N. Johnson	10/15/2018	95.00	95.00	11/28/2018	
Phoenix Welding Supply Co.	RN10183220	Cylinder Rental	10/31/2018	13.39	13.39	11/07/2018	
<b>Total 5440450:</b>				<b>2,470.14</b>	<b>108.39</b>		
<b>5440475</b>							
Fleet Services	56690543	fuel expense	11/15/2018	448.03	448.03	11/28/2018	
Senergy Petroleum LLC	490830	Diesel #2	11/07/2018	200.48	.00		
Senergy Petroleum LLC	492672	Diesel #2	11/15/2018	208.03	.00		
Senergy Petroleum LLC	494378	Diesel #2	11/23/2018	202.01	.00		
Senergy Petroleum LLC	495651	Diesel #2	11/28/2018	199.87	.00		
<b>Total 5440475:</b>				<b>1,258.42</b>	<b>448.03</b>		
<b>5540110</b>							
Cintas Corporation No. 445	4011955834	Uniform and Rentals/Landfill	11/07/2018	113.87	113.87	11/07/2018	
Cintas Corporation No. 445	4012255307	Uniform and Rentals/Landfill	11/14/2018	102.72	.00		
Cintas Corporation No. 445	4012576500	Uniform and Rentals/Landfill	11/20/2018	102.72	.00		
Cintas Corporation No. 445	4012822004	Uniform and Rentals/Landfill	11/28/2018	102.72	.00		
Cintas Corporation No. 445	4013197242	Uniform and Rentals/Landfill	12/05/2018	102.72	.00		
<b>Total 5540110:</b>				<b>524.75</b>	<b>113.87</b>		
<b>5540340</b>							
AT&T	9001/11042018	Phone Service	11/04/2018	97.94	97.94	11/15/2018	
S.S.V.E.C	11062018	Landfill Scales	11/06/2018	802.78	802.78	11/15/2018	
CenturyLink	11072018	Phone Service	11/07/2018	82.58	82.58	11/28/2018	
<b>Total 5540340:</b>				<b>983.30</b>	<b>983.30</b>		
<b>5540360</b>							
AZ Department of Corrections	D08108201811	Inmate Labor	11/13/2018	69.80	.00		
AZ Department of Corrections	D08107201810	Inmate Transportation Cost	11/30/2018	156.32	.00		
AZ Department of Corrections	D08107201811	Inmate Labor	11/28/2018	89.14	.00		
Benavidez Law Group, P.C.	68139	Attorney Fees	11/07/2018	845.00	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Lal Enterprises, Inc	26556	septic clean out scalehouse	10/31/2018	57.75	57.75	11/08/2018	
Lal Enterprises, Inc	26666	septic clean out scalehouse	11/30/2018	57.75	.00		
Haymore & Forsberg CPA	2656	Accounting Services	12/03/2018	406.25	406.25	12/07/2018	
McCoy's Septic Pumping Service	3918	Clean Landfill Septic Tank	11/13/2018	190.00	.00		
McCoy's Septic Pumping Service	3947	Clean Landfill Septic Tank	11/28/2018	190.00	.00		
<b>Total 5540360:</b>				<b>2,061.61</b>	<b>464.00</b>		
<b>5540460</b>							
American Hose & Rubber Co Inc	479867-001	Hydraulic Hoses	11/08/2018	203.48	.00		
Northern Safety Co., Inc	903192846	Gloves, Eyewear, Hard Hats, Vest	11/02/2018	266.34	.00		
Sparkjets	117434481108	Water	11/08/2018	66.61	.00		
Wist Office Products	1814753	Trashbags	11/05/2018	184.13	.00		
Phoenix Welding Supply Co.	SV100820	Portable Cutting Disk	11/14/2018	121.99	.00		
Napa Auto Parts	598374	Drain Pan	11/07/2018	14.63	14.63	11/07/2018	
Napa Auto Parts	599440	Oil	11/15/2018	950.80	.00		
Fernandez, Carlos	31202	Physcial Exam	11/07/2018	95.00	95.00	12/07/2018	
Fernandez, Carlos	318334	Reimburse Straw Bales	12/06/2018	64.74	64.74	12/07/2018	
Waste Management of AZ	0672210-0667-	Relocate	11/01/2018	1,680.00	1,680.00	11/07/2018	
<b>Total 5540460:</b>				<b>3,637.72</b>	<b>1,864.37</b>		
<b>5540475</b>							
Fleet Services	56690543	fuel expense	11/16/2018	156.78	156.78	11/28/2018	
Senergy Petroleum LLC	490930	Red Dyed Diesel #2	11/07/2018	1,696.28	.00		
Senergy Petroleum LLC	492672	Red Dyed Diesel #2	11/16/2018	1,613.41	.00		
Senergy Petroleum LLC	494376	Red Dyed Diesel #2	11/23/2018	1,176.30	.00		
Senergy Petroleum LLC	495651	Red Dyed Diesel #2	11/29/2018	1,396.35	.00		
Senergy Petroleum LLC	497766	Red Dyed Diesel #2	12/06/2018	1,688.00	.00		
<b>Total 5540475:</b>				<b>6,129.12</b>	<b>166.78</b>		
<b>5540480</b>							
AMCS Group, Inc.	62054	Support Contract	12/01/2018	649.75	.00		
Wells Fargo Remittance Center	E01006UUSV	Email	10/29/2018	17.22	17.22	11/28/2018	
TransWorld Network	14486602-052	internet Services	11/22/2018	48.61	48.61	11/28/2018	
<b>Total 5540480:</b>				<b>915.78</b>	<b>66.03</b>		
<b>5540500</b>							
Hugh A. Walker Enterprises, In	11-2018-01	New Ground Water Equipment	11/03/2018	23,534.00	23,534.00	11/07/2018	
<b>Total 5540500:</b>				<b>23,534.00</b>	<b>23,534.00</b>		
<b>5540516</b>							
State of Arizona - ADEQ	0000290618X	Landfill Fee	12/01/2018	2,010.96	.00		
<b>Total 5540516:</b>				<b>2,010.96</b>	<b>.00</b>		
<b>5540610</b>							
Empire Southwest, LLC	EMPS4609091	Roller, Nut, Washer For 623 F Sc	11/02/2018	626.96	626.96	11/06/2018	
Merle's Automotive Supply	18258046	Spark Light & Filters	11/06/2018	46.84	46.84	11/07/2018	
Merle's Automotive Supply	18258259	filter	11/07/2018	7.32	7.32	11/08/2018	
<b>Total 5540610:</b>				<b>683.12</b>	<b>683.12</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>5540660</b>							
Fernandez, Carice	494051	Reimburse Hotel Waste Seminar	12/04/2018	102.13	102.13	12/07/2018	
<b>Total 5540660:</b>				102.13	102.13		
<b>5540705</b>							
Wells Fargo Equipment Finance	5005527824	836H Caterpillar Landfill Compact	11/15/2018	9,431.50	9,431.50	11/27/2018	
<b>Total 5540705:</b>				9,431.50	9,431.50		
<b>7340850</b>							
APS	1283280000/11	electric bill	11/07/2018	110.11	110.11	11/15/2018	
<b>Total 7340850:</b>				110.11	110.11		
<b>Grand Totals:</b>				141,741.41	88,057.21		

Dated: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**Report Criteria:**

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2018-28

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 2 "ADMINISTRATION AND PERSONNEL," CHAPTER 2.10 "MAYOR," SECTION 2.10.010 "ELECTION OF MAYOR," CHAPTER 2.15 "ELECTIONS," SECTION 2.15.010 "PRIMARY ELECTIONS," SECTION 2.15.015 "GENERAL ELECTIONS," AND SECTION 2.15.020 "PRIMARY ELECTION DATE" TO REMOVE THE REQUIREMENT OF A PRIMARY ELECTION AND TO ALLOW THE TOWN TO HOLD ONLY GENERAL ELECTIONS FOR THE OFFICES OF MAYOR AND COUNCILMEMBER.**

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

**WHEREAS**, the Town Council has determined that there is a potential to increase voter turnout and save costs by eliminating primary elections for the offices of mayor and councilmember; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on November 8, 2018, and at a subsequent meeting on December 13, 2018.

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

**SECTION 1.** The Code, Chapter 2.10 "MAYOR," section 2.10.010 "Election of mayor," subsection (A), is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

### **2.10.010 Election of mayor.**

A. The mayor shall be elected by the registered town voters by a majority vote at a ~~primary election in even-numbered years or by a popular vote at a general election in even-numbered years~~, as provided in Section ~~2.15.010~~ 2.15.015.

**SECTION 2.** The Code, Chapter 2.15 "ELECTIONS," section 2.15.010 "Primary elections," is replaced in its entirety and renamed with the following underlined text:

**2.15.010 Primary elections, referendum and initiative.**

A. Primary elections shall not be held for the offices of mayor and councilmember.

B. There is reserved to the qualified electors of the town the powers of initiative and referendum, as prescribed by the state's constitution and statutes. Any qualifying initiative or referendum matter may be voted upon at the next ensuing primary or general election, or at a special election called by the council for such purpose.

SECTION 3. The Code, Chapter 2.15 "ELECTIONS," section 2.15.015 "General elections," is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

**2.15.015 General elections.**

A. All qualifying candidates for mayor and councilmember shall be placed on the general election ballot.

B. The general election shall be scheduled to conform to the provisions of A.R.S. Title 16 sections 204 and 211.

~~C. If at the primary election no candidate receives the majority of the votes cast or the number of seats to be filled for the office is more than the number of candidates who receive a majority of votes cast, of the candidates who did not receive a majority of votes cast, the number of candidates who advance to the general or runoff election shall be equal in number to twice the number of seats to be filled for the office and the candidates who received the highest number of votes for the office shall be the only candidates at the general or runoff election. If more than one candidate received an equal number of votes and that number was the highest number of votes for the office, then all candidates receiving the equal number of votes shall be candidates at the general or runoff election. The candidates equal in number to the seats to be filled for the office who receive the highest number of votes at the general or runoff election shall be declared elected to that office. If two or more candidates receive an equal number of votes cast for the same office, and a higher number than any other candidate, the candidate who shall be declared elected shall be determined by lot in the presence of the candidates.~~

SECTION 4. The Code, section 2.15.020 "Primary election date," is amended as follows, with additions in underlined text:

**2.15.020 Primary election date.**

A primary election, if required for matters other than mayor or councilmember elections, shall be held on the tenth Tuesday before the first Tuesday after the first Monday in November of even-numbered years.



**SECTION 5.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

**SECTION 6.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 7.** The Town Clerk is hereby directed, pursuant to the Code, section 2.25.080, to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 13<sup>th</sup> DAY OF DECEMBER, 2018.**

\_\_\_\_\_  
**Johann Wallace, Mayor**

**ATTEST:**

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

**Approved as to Form:**

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

During the Huachuca City Animal Shelters "Clear the Shelter" event, a little girl named Kalyssa White strolled into the shelter office holding a dog bed almost as large as her, and a gift bag filled with dog treats and care items. She dropped them off and went back out to her mom's car and brought in more items, this time for a cat.

You see, 7 year old Kalyssa had been working hard doing odd jobs like yard work in order to raise enough money to underwrite the adoption fees of two animals she felt were the most difficult to adopt; Jeff (a Pitbull mix) and Amore (a senior black cat with gold eyes).

In addition to sponsoring the adoption fees, she worked even harder to purchase animal care items to make the pets feel at home once adopted, like goodie bags filled with dog and cat treats, and supplies like a collar and leash, a litter box for Amore, a fluffy dog bed for Jeff.

Kalyssa's timing was perfect: Jeff had come to the shelter as a stray and had lived there for over 3 months in his 3' by 10' kennel when finally he found his forever home yesterday. And the adopting family was teary-eyed surprised and grateful to know that Jeff's adoption fee had been paid, and that Jeff came with lots of goodies and supplies ~ a labor of love from Kalyssa.

12 year old purring Amore is still waiting on her forever home....

7 year old Kalyssa White will be honored this Thursday evening at the City Council meeting of Huachuca City for her hard work and unselfish act of compassion, kindness and generosity to better our community.

Kalyssa inspires us all to be better citizens - no matter what our age.

Huachuca City - City Council Meeting  
Thursday, Dec. 13 7:00pm  
HC Town Hall  
500 Gonzales Blvd  
HC Az 85616

The HC Animal Shelter "Clear the Shelter" event will be held again this Fri-Sun, Dec 14-16, 1-5pm - all adoption fees will be 50% off. (see attached promo)

Attached photos of Kalyssa, Jeff (Pitbull), Amore (cat), family who adopted Jeff , Clear the Shelter promo

###

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>TAXES</b>					
10-31-100 AUTO LIEU TAX	7,754.27	30,995.12	98,062.00	67,066.88	31.6
10-31-200 REAL PROPERTY TAXES	40.60	2,739.79	83,000.00	80,280.21	3.3
10-31-240 FRANCHISE TAXES	2,000.43	4,588.22	14,166.00	9,587.78	32.4
10-31-260 CITY SALES TAXES	14,885.61	57,811.23	195,699.00	138,054.77	29.4
10-31-262 USE TAX PURCHASES	.00	.00	50,000.00	50,000.00	.0
10-31-254 USE TAX INVENTORY	.00	.00	25,000.00	25,000.00	.0
10-31-280 STATE SALES TAXES	11,440.71	52,017.39	172,379.00	120,381.61	30.2
<b>TOTAL TAXES</b>	<b>36,121.62</b>	<b>147,951.75</b>	<b>636,283.00</b>	<b>490,311.25</b>	<b>23.2</b>
<b>LICENSES AND PERMITS</b>					
10-32-100 BUILDING PERMITS	2,375.45	3,990.15	12,000.00	8,009.65	33.3
10-32-110 BUSINESS LICENSES	275.00	759.50	16,000.00	15,240.50	4.8
10-32-120 P&Z FEES	.00	835.00	178.00	( 660.00)	477.1
<b>TOTAL LICENSES AND PERMITS</b>	<b>2,650.45</b>	<b>5,584.65</b>	<b>28,176.00</b>	<b>22,590.35</b>	<b>19.8</b>
<b>INTERGOVERNMENTAL REVENUE</b>					
10-33-100 STATE REVENUE SHARING	17,448.82	69,793.02	217,000.00	147,208.98	32.2
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>17,448.82</b>	<b>69,793.02</b>	<b>217,000.00</b>	<b>147,208.98</b>	<b>32.2</b>
<b>CHARGES FOR SERVICE</b>					
10-34-100 ZONING FEES	.00	.00	500.00	500.00	.0
10-34-131 POLICE PROTECTION EQUIPMENT	.00	42.52	250.00	207.48	17.0
10-34-132 POST TRAINING REIMBURSEMENTS	.00	.00	500.00	500.00	.0
10-34-140 AUCTION PROCEEDS	.00	32,911.96	10,000.00	( 22,911.96)	329.1
10-34-150 ANIMAL SHELTER REIMBURSEMENT	.00	.00	250.00	250.00	.0
10-34-160 KENNEL FEES	2,847.00	6,723.00	16,000.00	9,277.00	42.0
10-34-530 CITY BUS FEES/DONATIONS	.00	.00	5,000.00	5,000.00	.0
10-34-923 BUS TICKET SALES SIERA VISTA	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL CHARGES FOR SERVICE</b>	<b>2,847.00</b>	<b>39,677.18</b>	<b>33,600.00</b>	<b>( 6,177.18)</b>	<b>118.4</b>
<b>FINES</b>					
10-35-100 POLICE FINES	7,046.11	33,628.91	150,000.00	116,371.09	22.4
10-35-110 IMPOUND FEES	570.00	1,140.00	5,500.00	4,360.00	20.7
10-35-112 TOWING FEES	420.00	1,002.00	3,150.00	2,148.00	31.8
10-35-120 LIBRARY FEES & FINES	275.00	1,283.97	5,000.00	3,716.03	25.7
<b>TOTAL FINES</b>	<b>8,311.11</b>	<b>37,054.88</b>	<b>163,650.00</b>	<b>126,595.12</b>	<b>22.8</b>

TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>MISCELLANEOUS REVENUE</b>					
10-36-100 INTEREST	.00	.00	6,000.00	6,000.00	.0
10-36-200 UNREALIZED GAIN	.00	.00	2,000.00	2,000.00	.0
10-36-466 DONATIONS	.00	.00	1,400.00	1,400.00	.0
10-36-500 PARKS & REC REVENUE & FEES	.00	717.26	1,000.00	282.75	71.7
10-36-516 YOUTH SPONSERSHIP REVENUE	.00	.00	100.00	100.00	.0
10-36-900 MISCELLANEOUS	2,294.05	20,349.05	.00	( 20,349.05)	.0
10-36-902 WORKERS' COMP REIMBURSEMENTS	.00	.00	100.00	100.00	.0
10-36-903 DIESEL SALES (FIRE, SCHOOL)	.00	1,382.92	22,000.00	20,617.08	6.3
10-36-904 WILDLAND REVENUE	.00	.00	10,000.00	10,000.00	.0
10-36-907 INSURANCE CLAIMS	.00	.00	100.00	100.00	.0
10-36-910 LANDFILL LAND LEASE	47,800.00	190,400.00	571,193.00	380,793.00	33.3
10-36-915 COUNTY ANIMAL SHELTER REVENUE	10,500.00	21,000.00	50,000.00	29,000.00	42.0
10-36-922 EMPLOYEE INSUR CONTRIBUTION	1,575.56	9,453.36	9,750.00	298.64	67.0
10-36-950 RICO REVENUE (ASSET FORFEITURE)	.00	.00	8,400.00	8,400.00	.0
10-36-955 ROLL-OFF TRUCK (SURPLUS SALES)	.00	.00	50,000.00	50,000.00	.0
10-36-970 WF SAVINGS TRANSFER IN	.00	.00	158,879.00	158,879.00	.0
10-36-999 DAILY CASH REC OVER/SHORT ACCT	.00	.00	10.00	10.00	.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>61,999.61</b>	<b>243,302.56</b>	<b>890,932.00</b>	<b>647,629.42</b>	<b>27.3</b>
<b>TOWN GRANTS</b>					
10-37-165 DONATIONS - ANIMAL SHELTER	70.00	358.36	6,000.00	4,641.64	7.2
10-37-166 ANIMAL SHELTER GRANTS	.00	.00	65,000.00	65,000.00	.0
10-37-456 DONATIONS - LIBRARY	.00	1,140.00	2,000.00	860.00	57.0
10-37-457 LIBRARY GRANT	.00	35,859.66	100,000.00	64,140.31	35.9
10-37-458 SENIOR CENTER GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-459 SUMMER SPLASH	.00	1,630.00	5,000.00	3,170.00	36.6
10-37-467 POLICE DONATIONS	.00	.00	10,000.00	10,000.00	.0
10-37-906 GRANTS - POLICE AZDOHS	.00	.00	120,426.00	120,426.00	.0
10-37-908 GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909 BUILDING REGULATION GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-911 GRANTS - POLICE AZGOHS	.00	.00	99,000.00	99,000.00	.0
10-37-919 CITY BUS GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-920 GENERAL ADMIN GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-921 POLICE GRANT	.00	.00	100,000.00	100,000.00	.0
10-37-963 E-RATE	.00	.00	175,000.00	175,000.00	.0
10-37-964 CONTINGENCY FUND	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>70.00</b>	<b>39,188.05</b>	<b>1,096,426.00</b>	<b>1,057,237.95</b>	<b>3.6</b>
<b>TOTAL FUND REVENUE</b>	<b>129,418.31</b>	<b>582,552.11</b>	<b>3,067,946.00</b>	<b>2,485,393.89</b>	<b>19.0</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>COUNCIL</b>					
10-42-100 PERSONNEL SERVICES	900.00	4,000.00	11,340.00	7,340.00	35.3
10-42-110 PROFESSIONAL SERVICES	2,283.84	7,981.82	6,021.00	( 1,940.82)	132.2
10-42-130 EMPLOYEE BENEFITS	74.09	328.28	930.00	600.72	35.4
10-42-220 ATTORNEY FEES	734.16	5,782.51	55,772.00	49,989.49	10.4
10-42-250 ADVERTISING	.00	572.97	100.00	( 472.97)	573.0
10-42-280 OFFICE SUPPLIES	.00	73.47	800.00	726.53	9.2
10-42-530 COMMUNITY RELATIONS	57.92	167.92	700.00	542.08	22.6
10-42-840 MEMBERSHIP LEAGUE	416.90	416.90	5,720.00	5,303.10	7.3
10-42-880 TRAVEL AND TRAINING	.00	1,522.62	2,000.00	477.38	76.1
<b>TOTAL COUNCIL</b>	<b>4,446.71</b>	<b>20,817.59</b>	<b>83,363.00</b>	<b>62,565.41</b>	<b>25.0</b>
<b>GENERAL ADMINISTRATION</b>					
10-43-100 PERSONNEL SERVICES	5,397.03	21,046.75	70,000.00	48,953.25	30.1
10-43-102 NEW HIRE	.00	.00	150.00	150.00	.0
10-43-105 OVERTIME	.00	.00	100.00	100.00	.0
10-43-122 MISCELLANEOUS	.00	30.00	.00	( 30.00)	.0
10-43-130 EMPLOYEE BENEFITS	1,385.30	5,266.03	29,105.00	23,838.97	18.1
10-43-220 ATTORNEY FEES	734.16	1,537.50	10,000.00	8,462.50	15.4
10-43-250 ADVERTISING	911.87	1,385.83	7,500.00	6,114.37	18.5
10-43-271 TELEPHONE	614.88	2,495.02	10,500.00	8,004.98	23.8
10-43-280 INSURANCE	2,283.83	8,039.80	12,100.00	4,060.40	66.4
10-43-280 OFFICE SUPPLIES	.00	1,085.16	3,000.00	1,904.84	36.5
10-43-300 PRINTING	154.78	197.81	1,000.00	802.19	19.8
10-43-340 UTILITIES	524.79	2,377.04	19,700.00	17,322.96	12.1
10-43-380 CONTRACT LABOR	546.48	1,674.17	.00	( 1,674.17)	.0
10-43-440 POSTAGE	.00	991.26	3,500.00	2,508.72	28.3
10-43-470 VEHICLE EXPENSE	.00	162.14	500.00	337.86	32.4
10-43-475 FUEL EXPENSE	36.49	242.82	600.00	357.18	40.5
10-43-480 COMPUTER EXPENSE	995.22	3,705.00	11,400.00	7,695.00	32.5
10-43-500 BUILDING MAINTENANCE	132.00	343.58	12,300.00	11,956.42	2.8
10-43-610 EQUIPMENT MAINTENANCE	193.51	242.00	200.00	( 42.00)	121.0
10-43-640 MEMBERSHIP	119.10	119.10	975.00	855.90	12.2
10-43-650 AUDIT	.00	.00	14,821.00	14,821.00	.0
10-43-680 TRAVEL AND TRAINING	.00	1,808.94	4,850.00	3,241.08	33.2
10-43-890 ELECTION SUPPLIES	.00	1,372.50	8,000.00	6,627.50	17.2
10-43-891 ROLL-OFF TRUCK EXP	.00	.00	50,000.00	50,000.00	.0
10-43-703 CODIFYING/DIGITIZING	.00	252.45	3,500.00	3,247.55	7.2
10-43-705 CAPITAL LEASE EXPENSE	560.26	2,368.14	5,000.00	2,631.86	47.4
10-43-840 CAPITAL OUTLAY - EQUIPMENT	.00	.00	3,700.00	3,700.00	.0
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>14,589.30</b>	<b>56,752.66</b>	<b>282,301.00</b>	<b>225,548.34</b>	<b>20.1</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**GENERAL FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>MAGISTRATE</u></b>					
10-45-100 PERSONNEL SERVICES	3,200.00	14,741.20	43,136.00	28,394.80	34.2
10-45-105 OVERTIME	.00	150.00	100.00	( 50.00)	150.0
10-45-120 PROSECUTION FEES	.00	1,298.00	.00	( 1,298.00)	.0
10-45-130 EMPLOYEE BENEFITS	1,154.78	4,789.87	17,881.00	13,091.33	28.8
10-45-221 COURT APPT ATTORNEYS	.00	4,820.00	.00	( 4,820.00)	.0
10-45-250 CONTRACT LABOR-PRO TEM	.00	180.00	1,500.00	1,340.00	10.7
10-45-290 OFFICE SUPPLIES	.00	9.50	450.00	440.50	2.1
10-45-360 CONTRACT LABOR-JUDGE	800.00	3,800.00	14,400.00	10,800.00	25.0
10-45-361 CONTRACT LABOR - SECURITY	162.00	684.00	2,800.00	1,918.00	28.3
10-45-480 COMPUTER EXPENSE	.00	1,125.00	2,500.00	1,375.00	45.0
10-45-860 TRAVEL/TRAINING	.00	388.14	500.00	111.86	77.6
10-45-810 JAIL FEES	1,352.08	5,558.51	6,000.00	443.49	92.8
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL MAGISTRATE	6,488.82	37,322.02	88,087.00	51,744.98	41.9
<b><u>IT</u></b>					
10-48-101 CONTRACT LABOR	.00	.00	41,000.00	41,000.00	.0
10-48-130 EMPLOYEE BENEFITS	45.00	45.00	.00	( 45.00)	.0
10-48-210 SUBSCRIPTIONS	1,305.51	1,305.51	6,890.00	7,584.49	14.7
10-48-275 CELL PHONE	1,744.39	6,928.86	.00	( 6,928.86)	
10-48-804 SOFTWARE LICENSING	.00	.00	2,500.00	2,500.00	
10-48-840 CAPITAL OUTLAY	1,362.88	2,725.72	8,250.00	5,524.28	33.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL IT	4,467.78	11,005.09	60,840.00	49,634.91	18.2

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>POLICE</b>					
10-51-100 PERSONNEL SERVICES	25,147.55	102,688.30	313,680.00	211,011.70	32.7
10-51-102 NEW HIRE	.00	2.10	.00	( 2.10)	.0
10-51-106 OVERTIME	2,077.25	7,306.66	10,000.00	2,690.34	73.1
10-51-110 UNIFORM EXPENSE	250.00	1,000.00	3,600.00	2,600.00	27.8
10-51-130 EMPLOYEE BENEFITS	7,945.68	45,771.00	234,774.00	189,003.00	19.5
10-51-135 PUBLIC SAFETY RETIREMENT	4,289.55	4,289.55	.00	( 4,289.55)	.0
10-51-221 PSRS BOARD ATTORNEY	.00	.00	100.00	100.00	.0
10-51-222 CCSO CONTRACT	.00	.00	50,000.00	50,000.00	.0
10-51-230 PROFESSIONAL SERVICES	734.16	1,537.49	6,021.00	4,483.51	25.5
10-51-271 TELEPHONE	414.83	1,767.91	5,200.00	3,432.09	34.0
10-51-290 OFFICE SUPPLIES	.00	215.87	1,000.00	784.13	21.6
10-51-295 PRINTING EXPENSE	.00	43.03	1,500.00	1,456.97	2.9
10-51-340 UTILITIES	470.29	2,153.03	.00	( 2,153.03)	.0
10-51-380 CONTRACT LABOR	496.89	1,770.95	.00	( 1,770.95)	.0
10-51-385 SHREDDING SERVICES	183.94	371.12	900.00	528.88	41.2
10-51-460 MAINTENANCE AND SUPPLIES	2,310.22	11,622.54	3,500.00	( 8,122.54)	332.1
10-51-466 WEAPONS AND AMMUNITION	.00	155.45	2,000.00	1,844.55	7.8
10-51-470 VEHICLE EXPENSE	376.82	1,390.86	8,000.00	6,609.14	17.4
10-51-475 POLICE FUEL EXPENSE	2,184.38	4,235.93	12,000.00	7,764.07	35.3
10-51-480 COMPUTER EXPENSE	131.66	530.08	1,200.00	669.92	44.2
10-51-500 BUILDING MAINTENANCE	.00	35.58	.00	( 35.58)	.0
10-51-505 POLICE VEHICLE IMPOUND FEE	830.00	1,612.00	4,250.00	2,638.00	37.9
10-51-510 IMPOUND ADMIN	( 750.00)	( 1,786.00)	.00	1,786.00	.0
10-51-620 EQUIP REPAIR AND MAINTENANCE	225.36	3,177.04	8,500.00	5,322.96	37.4
10-51-640 MEMBERSHIP	.00	.00	400.00	400.00	.0
10-51-660 TRAVEL AND TRAINING	.00	.00	1,000.00	1,000.00	.0
10-51-665 COMMUNITY RELATIONS	.00	.00	750.00	750.00	.0
10-51-705 CAPITAL LEASE	224.73	845.75	2,300.00	1,454.25	36.8
10-51-840 POLICE CAPITAL OUTLAY	.00	2,459.57	6,250.00	3,790.43	39.4
10-51-845 OFFICE FURNITURE	.00	.00	100.00	100.00	.0
10-51-858 BODY WORN CAMERA PROGRAM	.00	.00	3,366.00	3,366.00	.0
10-51-857 ASSET FORFEITURE EXPENSES	.00	.00	8,500.00	8,500.00	.0
<b>TOTAL POLICE</b>	<b>47,546.33</b>	<b>193,178.81</b>	<b>688,891.00</b>	<b>495,712.19</b>	<b>28.0</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ANIMAL SHELTER</b>					
10-52-100 PERSONNEL SERVICES	2,734.91	12,233.26	46,760.00	33,526.74	26.7
10-52-102 NEW HIRE	20.00	160.00	.00	( 160.00)	.0
10-52-110 ANIMAL SHELTER UNIFORMS	.00	.00	200.00	200.00	.0
10-52-130 EMPLOYEE BENEFITS	431.96	1,767.75	5,460.00	3,692.25	32.4
10-52-140 PROFESSIONAL SERVICES	.00	5,698.26	6,021.00	322.74	84.6
10-52-290 OFFICE SUPPLIES	204.80	321.60	200.00	( 121.60)	160.8
10-52-340 UTILITIES	397.73	1,545.99	.00	( 1,545.99)	.0
10-52-360 CONTRACT LABOR	632.83	2,260.82	.00	( 2,260.82)	.0
10-52-450 EQUIPMENT AND SUPPLIES	.00	.00	2,000.00	2,000.00	.0
10-52-460 MAINTENANCE AND SUPPLIES	2,514.28	2,829.60	3,850.00	1,020.40	73.5
10-52-461 ANIMAL FOOD	.00	.00	2,050.00	2,050.00	.0
10-52-462 PEST CONTROL	46.00	230.00	550.00	320.00	41.8
10-52-463 MEDICE/VACCINE	.00	309.12	3,000.00	2,690.88	10.3
10-52-465 HEALTH AND SAFETY	.00	.00	300.00	300.00	.0
10-52-470 VEHICLE EXPENSE	.00	717.69	1,000.00	282.31	71.8
10-52-471 VEHICLE LEASE	.00	.00	10,800.00	10,800.00	.0
10-52-475 FUEL EXPENSE	119.96	372.13	.00	( 372.13)	.0
10-52-480 COMPUTER EXPENSE	90.03	360.12	1,000.00	639.88	36.0
10-52-660 TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00	.0
10-52-666 COMMUNITY RELATIONS	.00	.00	400.00	400.00	.0
10-52-800 MISC	.00	295.00	.00	( 295.00)	.0
<b>TOTAL ANIMAL SHELTER</b>	<b>7,392.52</b>	<b>29,101.24</b>	<b>84,091.00</b>	<b>54,989.76</b>	<b>34.3</b>
<b>FIRE</b>					
10-53-100 PERSONNEL SERVICES	102,512.41	205,012.41	317,800.00	112,787.59	64.5
10-53-101 VOLUNTEER FIREFIGHTERS	.00	.00	7,000.00	7,000.00	.0
10-53-110 UNIFORM EXPENSE	.00	.00	3,200.00	3,200.00	.0
10-53-130 EMPLOYEE BENEFITS	2.56	2.55	5,000.00	4,997.45	.1
10-53-290 OFFICE SUPPLIES	.00	.00	5,000.00	5,000.00	.0
10-53-340 UTILITIES	909.84	3,999.24	.00	( 3,999.24)	.0
10-53-366 JANITORIAL SERVICES	.00	.00	1,200.00	1,200.00	.0
10-53-460 EQUIPMENT/TRUCK MAINTENANCE	225.37	1,124.25	5,000.00	3,875.75	22.5
10-53-480 MAINTENANCE AND SUPPLIES	.00	35.58	15,000.00	14,964.42	.2
10-53-482 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
10-53-470 VEHICLE EXPENSE	.00	48,600.37	54,000.00	5,399.63	90.0
10-53-475 FIRE FUEL EXPENSE	.00	.00	9,000.00	9,000.00	.0
10-53-480 COMPUTER EXPENSE	8.61	304.88	1,800.00	1,495.12	16.9
10-53-660 TRAVEL AND TRAINING	.00	.00	3,500.00	3,500.00	.0
10-53-666 COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-53-670 FIRE SAFETY EQUIP	.00	.00	7,000.00	7,000.00	.0
10-53-700 WILDLAND EXPENSES	.00	.00	2,500.00	2,500.00	.0
10-53-702 MEDICAL SUPPLIES	.00	.00	6,000.00	6,000.00	.0
10-53-705 CAPITAL LEASE	4,716.58	4,716.58	.00	( 4,716.58)	.0
<b>TOTAL FIRE</b>	<b>108,375.36</b>	<b>283,795.86</b>	<b>454,000.00</b>	<b>190,204.14</b>	<b>58.1</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b><u>BUILDING REGULATION</u></b>					
10-54-290 OFFICE SUPPLIES	.00	48.03	.00	( 48.03)	.0
10-54-300 PROFESSIONAL SERVICES	.00	.00	8,021.00	8,021.00	.0
10-54-380 CONTRACT LABOR	4,150.00	18,500.00	54,000.00	37,500.00	30.6
10-54-780 BLDG REGULATION SUPPLIES	144.89	144.89	540.00	395.11	28.6
10-54-801 ABATEMENT	.00	.00	8,600.00	8,600.00	.0
<b>TOTAL BUILDING REGULATION</b>	<b>4,294.89</b>	<b>18,892.92</b>	<b>69,181.00</b>	<b>52,468.08</b>	<b>24.1</b>
<b><u>PUBLIC WORKS</u></b>					
10-57-340 UTILITIES	2,618.03	10,888.36	.00	( 10,888.36)	.0
10-57-380 CONTRACT LABOR	408.25	1,825.00	.00	( 1,825.00)	.0
10-57-460 MAINTENANCE AND SUPPLIES	.00	74.03	250.00	175.97	29.6
<b>TOTAL PUBLIC WORKS</b>	<b>2,924.28</b>	<b>12,387.38</b>	<b>250.00</b>	<b>( 12,137.38)</b>	<b>4955.0</b>
<b><u>CITY POOL</u></b>					
10-58-100 PERSONNEL SERVICES	12.41	4,360.22	10,395.00	6,034.78	42.0
10-58-130 EMPLOYEE BENEFITS	2.55	884.82	1,500.00	615.18	45.7
10-58-270 PHONE	51.79	208.82	600.00	393.18	34.5
10-58-340 UTILITIES	549.77	2,275.33	7,500.00	5,224.67	30.3
10-58-480 MAINTENANCE AND SUPPLIES	.00	678.41	5,000.00	4,323.59	13.5
10-58-880 CERTIFYING	.00	.00	300.00	300.00	.0
<b>TOTAL CITY POOL</b>	<b>616.52</b>	<b>8,203.80</b>	<b>25,295.00</b>	<b>17,091.40</b>	<b>32.4</b>
<b><u>SUMMER SPLASH</u></b>					
10-59-100 PERSONNEL SERVICES	.00	3,000.00	3,000.00	.00	100.0
10-59-460 SUPPLIES	.00	212.23	800.00	387.77	35.4
<b>TOTAL SUMMER SPLASH</b>	<b>.00</b>	<b>3,212.23</b>	<b>3,800.00</b>	<b>387.77</b>	<b>89.2</b>
<b><u>PARKS &amp; RECREATION</u></b>					
10-80-100 PERSONNEL SERVICES	248.32	248.32	.00	( 248.32)	.0
10-80-130 EMPLOYEE BENEFITS	51.05	51.05	.00	( 51.05)	.0
10-80-460 MAINTENANCE AND SUPPLIES	388.02	728.47	4,000.00	3,273.53	18.2
10-80-530 COMMUNITY RELATIONS	.00	.00	250.00	250.00	.0
10-80-704 SPECIAL ACTIVITIES	.00	580.82	10,000.00	9,439.08	5.8
<b>TOTAL PARKS &amp; RECREATION</b>	<b>687.39</b>	<b>1,588.76</b>	<b>14,250.00</b>	<b>12,663.24</b>	<b>11.1</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LIBRARY AND COMMUNITY SERVICES</b>					
10-82-100 PERSONNEL SERVICES	6,475.49	25,899.43	86,500.00	60,600.57	29.9
10-82-102 NEW HIRE	.00	.00	100.00	100.00	.0
10-82-130 EMPLOYEE BENEFITS	724.81	2,775.35	10,000.00	7,224.65	27.8
10-82-250 ADVERTISING	.00	.00	250.00	250.00	.0
10-82-271 TELEPHONE	170.49	682.11	2,000.00	1,317.89	34.1
10-82-290 OFFICE SUPPLIES	173.11	510.22	2,500.00	1,989.78	20.4
10-82-340 UTILITIES	848.48	3,958.10	.00	( 3,958.10)	.0
10-82-380 CONTRACT LABOR	406.25	1,625.00	.00	( 1,625.00)	.0
10-82-386 INMATE/JANITORIAL SERVICES	308.47	444.80	1,285.00	840.40	34.8
10-82-440 POSTAGE	.00	.00	200.00	200.00	.0
10-82-480 MAINTENANCE AND SUPPLIES	2,338.63	8,172.61	1,500.00	( 6,672.61)	544.8
10-82-476 FUEL	.00	.00	380.00	380.00	.0
10-82-480 COMPUTER EXPENSE	15.25	30.50	500.00	469.50	6.1
10-82-481 INTERNET	188.90	474.75	2,300.00	1,825.25	20.8
10-82-610 EQUIPMENT MAINTENANCE	.00	74.89	.00	( 74.89)	.0
10-82-620 EQUIP REPAIR AND MAINTENANCE	.00	.00	400.00	400.00	.0
10-82-640 MEMBERSHIP	.00	65.00	195.00	130.00	33.3
10-82-680 TRAVEL AND TRAINING	.00	200.00	1,000.00	800.00	20.0
10-82-703 SPECIAL ACTIVITIES	303.43	303.43	500.00	196.57	60.7
10-82-705 CAPITAL LEASE	831.31	2,204.71	3,900.00	1,695.29	88.5
10-82-802 LIBRARY DONATIONS EXP	.00	80.00	.00	( 80.00)	.0
<b>TOTAL LIBRARY AND COMMUNITY SERVICES</b>	<b>12,781.40</b>	<b>47,500.50</b>	<b>113,490.00</b>	<b>65,989.50</b>	<b>4...</b>
<b>CITY BUS</b>					
10-85-100 PERSONNEL SERVICES	2,002.98	7,712.83	28,534.00	20,821.37	27.0
10-85-130 EMPLOYEE BENEFITS	275.79	1,062.00	3,978.00	2,914.00	28.7
10-85-140 PROFESSIONAL SERVICES	734.17	1,537.50	6,021.00	4,483.50	25.5
10-85-280 INSURANCE	2,283.64	7,961.92	12,050.00	4,088.08	66.1
10-85-470 VEHICLE EXPENSE	758.14	1,052.47	4,985.00	3,912.53	21.2
10-85-475 FUEL EXPENSE	886.42	1,706.76	6,732.00	5,025.24	25.4
10-85-482 BUS STOP CONSTRUCTION	.00	.00	5,000.00	5,000.00	.0
10-85-483 SIERRA VISTA BUS FARES	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL CITY BUS</b>	<b>6,921.12</b>	<b>21,033.28</b>	<b>68,278.00</b>	<b>47,244.72</b>	<b>30.8</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>SENIOR CENTER</b>					
10-88-100 PERSONNEL SERVICES	831.41	3,513.35	9,200.00	5,686.65	38.2
10-88-130 EMPLOYEE BENEFITS	85.03	385.78	1,200.00	814.24	32.2
10-88-140 PROFESSIONAL SERVICES	2,997.81	9,498.42	6,021.00	( 3,478.42)	157.8
10-88-271 TELEPHONE	53.21	212.50	650.00	437.50	32.7
10-88-290 SUPPLIES	.00	605.50	200.00	( 405.50)	302.8
10-88-340 UTILITIES	437.47	1,848.20	5,000.00	3,153.80	38.9
10-88-341 INTERNET SERVICES	.00	165.78	800.00	634.24	20.7
10-88-482 PEST CONTROL	44.00	178.00	550.00	374.00	32.0
10-88-800 AUTHORIZED EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL SENIOR CENTER</b>	<b>4,448.93</b>	<b>18,404.49</b>	<b>33,621.00</b>	<b>17,216.51</b>	<b>48.8</b>
<b>TOWN GRANTS</b>					
10-89-480 BUS LINE EXPENDITURES	.00	.00	75,000.00	75,000.00	.0
10-89-801 ANIMAL SHELTER GRANT EXP	.00	.00	70,000.00	70,000.00	.0
10-89-802 LIBRARY DONATIONS EXP	5,500.00	13,325.34	132,000.00	118,674.66	10.1
10-89-803 IT GRANT EXP	.00	.00	190,000.00	190,000.00	.0
10-89-804 MISC EXP	.00	.00	75,000.00	75,000.00	.0
10-89-805 BUILDING REGULATION EXP	.00	.00	25,000.00	25,000.00	.0
10-89-845 POLICE GRANT EXP	.00	.00	10,000.00	10,000.00	.0
10-89-848 AZDOHS GRANT EXPENDITURES	.00	.00	99,000.00	99,000.00	.0
10-89-847 AZGOHS GRANT EXPENDITURES	.00	.00	120,428.00	120,428.00	.0
10-89-851 CONTINGENCY FUND EXP	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>5,500.00</b>	<b>13,325.34</b>	<b>996,428.00</b>	<b>983,100.66</b>	<b>1.3</b>
<b>NON-DEPARTMENTAL</b>					
10-70-801 INSURANCE CLAIMS	.00	11,450.72	1,202.00	( 10,248.72)	952.8
<b>TOTAL NON-DEPARTMENTAL</b>	<b>.00</b>	<b>11,450.72</b>	<b>1,202.00</b>	<b>( 10,248.72)</b>	<b>952.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>231,451.33</b>	<b>783,770.49</b>	<b>3,087,948.00</b>	<b>2,304,175.51</b>	<b>24.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 102,033.02)</b>	<b>( 181,218.38)</b>	<b>.00</b>	<b>181,218.38</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**POLICE - DHS GRANT - BP OT**

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

TOWN OF HUACHUCA CITY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2018

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
12-40-130 EMPLOYEE BENEFITS	478.64	1,791.02	135,000.00	133,208.98	1.3
12-40-135 PUBLIC SAFETY RETIREMENT	622.57	622.57	.00	( 622.57)	.0
12-40-840 AUTHORIZED EXPENDITURES	2,539.13	5,230.89	.00	( 5,230.89)	.0
<b>TOTAL EXPENDITURES</b>	<b>3,638.34</b>	<b>7,644.48</b>	<b>135,000.00</b>	<b>127,355.52</b>	<b>5.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>3,638.34</b>	<b>7,644.48</b>	<b>135,000.00</b>	<b>127,355.52</b>	<b>5.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 3,638.34)</b>	<b>( 7,644.48)</b>	<b>.00</b>	<b>7,644.48</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**FIRE TRUCK FUND**

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

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**FIRE TRUCK FUND**

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

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**TRUST FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>					
20-30-200 FINES AND BAILS	16,443.29	55,988.51	288,000.00	212,031.49	20.9
20-30-300 BONDS	.00	.00	250.00	250.00	.0
20-30-400 RESTITUTION	.00	.00	100.00	100.00	.0
20-30-500 JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>	<b>16,443.29</b>	<b>55,988.51</b>	<b>288,450.00</b>	<b>212,481.49</b>	<b>20.9</b>
<b>TOTAL FUND REVENUE</b>	<b>16,443.29</b>	<b>55,988.51</b>	<b>288,450.00</b>	<b>212,481.49</b>	<b>20.9</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**TRUST FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>EXPENDITURES</b>					
20-40-200 FINES AND BAILS	12,801.29	57,482.11	288,204.00	210,721.89	21.4
20-40-400 RESTITUTION	15.00	30.00	48.00	16.00	65.2
20-40-401 BOND	.00	.00	100.00	100.00	.0
20-40-500 JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL EXPENDITURES</b>	<b>12,816.29</b>	<b>57,512.11</b>	<b>288,450.00</b>	<b>210,937.89</b>	<b>21.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>12,816.29</b>	<b>57,512.11</b>	<b>288,450.00</b>	<b>210,937.89</b>	<b>21.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>3,827.00</b>	<b>( 1,543.80)</b>	<b>.00</b>	<b>1,543.80</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**ROAD USER FUND**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>						
23-30-300	GAS TAX REVENUES - HURF	12,034.46	49,229.69	147,652.00	98,422.31	33.3
23-30-800	MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>		<b>12,034.46</b>	<b>49,229.69</b>	<b>147,752.00</b>	<b>98,522.31</b>	<b>33.3</b>
<b>TOTAL FUND REVENUE</b>		<b>12,034.46</b>	<b>49,229.69</b>	<b>147,752.00</b>	<b>98,522.31</b>	<b>33.3</b>

TOWN OF HUACHUCA CITY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2018

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ROAD USERS ADMIN</b>					
23-40-100 PERSONNEL SERVICES	.00	.00	45,888.00	45,888.00	.0
23-40-105 OVERTIME	.00	.00	1,000.00	1,000.00	.0
23-40-120 PROFESSIONAL SERVICES	.00	.00	8,021.00	8,021.00	.0
23-40-130 EMPLOYEE BENEFITS	.00	( 14.18)	24,568.00	24,572.18	( .1)
23-40-480 MAINTENANCE AND SUPPLIES	.00	1,813.98	8,000.00	4,386.02	28.8
23-40-470 VEHICLE EXPENSE	.00	.00	2,500.00	2,500.00	.0
23-40-475 FUEL	.00	.00	1,080.00	1,080.00	.0
23-40-480 ROAD REPAIR	994.00	3,981.00	30,000.00	28,019.00	13.3
23-40-810 EQUIPMENT REPAIR	.00	.00	5,000.00	5,000.00	.0
23-40-831 CAPITAL OUTLAY	.00	.00	25,725.00	25,725.00	.0
<b>TOTAL ROAD USERS ADMIN</b>	<b>994.00</b>	<b>5,580.82</b>	<b>147,752.00</b>	<b>142,171.18</b>	<b>3.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>994.00</b>	<b>5,580.82</b>	<b>147,752.00</b>	<b>142,171.18</b>	<b>3.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>11,040.48</b>	<b>43,848.87</b>	<b>.00</b>	<b>( 43,848.87)</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**GRANT OPPORTUNITY**

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

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**GRANT OPPORTUNITY**

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

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**WATER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>					
51-30-200 WATER SALES	13,718.89	58,238.88	156,910.00	98,671.34	37.1
51-30-202 RC: RECONNECT FEE	.00	250.00	500.00	250.00	50.0
51-30-300 CONNECTION FEES	.00	225.00	500.00	275.00	45.0
51-30-400 PENALTIES & FORFEITURES	722.68	3,299.95	12,000.00	8,700.05	27.5
51-30-900 MISCELLANEOUS	.00	.00	500.00	500.00	.0
51-30-950 WF SAVINGS TRANSFERS IN	.00	.00	47,334.00	47,334.00	.0
<b>TOTAL REVENUE</b>	<b>14,441.67</b>	<b>62,013.81</b>	<b>217,844.00</b>	<b>155,830.39</b>	<b>28.5</b>
<b>TOTAL FUND REVENUE</b>	<b>14,441.67</b>	<b>62,013.81</b>	<b>217,844.00</b>	<b>155,830.39</b>	<b>28.5</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**WATER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>WATER EXPENDITURES</b>					
51-40-100 PERSONNEL SERVICES	7,580.87	27,070.73	70,635.00	43,564.27	38.3
51-40-105 OVERTIME	.00	551.05	1,000.00	448.95	55.1
51-40-110 UNIFORM EXPENSE	428.50	1,529.23	4,500.00	2,970.77	34.0
51-40-130 EMPLOYEE BENEFITS	3,041.89	9,894.17	24,558.00	14,663.83	40.3
51-40-280 INSURANCE	2,283.84	7,981.92	11,000.00	3,038.08	72.4
51-40-290 OFFICE SUPPLIES	.00	10.50	.00	( 10.50)	.0
51-40-340 UTILITIES	3,817.48	18,934.75	31,000.00	14,065.25	54.8
51-40-380 CONTRACT LABOR	1,420.62	2,859.48	5,000.00	2,140.62	57.2
51-40-370 SALES TAX	.00	4,147.83	13,200.00	9,052.37	31.4
51-40-440 POSTAGE	.00	991.29	1,000.00	8.71	99.1
51-40-460 MAINTENANCE & SUPPLIES	498.42	8,819.01	14,000.00	7,380.99	47.3
51-40-470 VEHICLE EXPENSE	78.12	1,284.95	2,500.00	1,215.05	51.4
51-40-475 FUEL EXPENSE	2,807.28	5,538.44	4,320.00	( 1,218.44)	128.2
51-40-480 COMPUTER EXPENSE	8.61	34.44	810.00	575.56	5.7
51-40-510 WATER TESTS	882.00	3,675.50	7,500.00	3,824.50	49.0
51-40-610 EQUIPMENT MAINTENANCE	1,051.64	1,078.22	20,000.00	18,921.78	5.4
51-40-650 AUDIT	.00	.00	8,021.00	8,021.00	.0
51-40-660 TRAVEL	.00	.00	700.00	700.00	.0
51-40-900 BAD DEBT EXPENSE	.00	.00	300.00	300.00	.0
<b>TOTAL WATER EXPENDITURES</b>	<b>23,424.65</b>	<b>90,181.31</b>	<b>217,844.00</b>	<b>127,862.69</b>	<b>41.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>23,424.65</b>	<b>90,181.31</b>	<b>217,844.00</b>	<b>127,862.69</b>	<b>41.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 8,982.98)</b>	<b>( 28,167.70)</b>	<b>.00</b>	<b>28,167.70</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**SEWER FUND**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>						
52-30-200	SEWER SERVICES	9,714.75	40,330.49	113,656.00	73,327.51	35.5
52-30-300	CONNECTION FEES	.00	.00	500.00	500.00	.0
52-30-950	WF SAVINGS TRANSFERS IN	.00	.00	45,281.00	45,281.00	.0
<b>TOTAL REVENUE</b>		<b>9,714.75</b>	<b>40,330.49</b>	<b>159,439.00</b>	<b>119,108.51</b>	<b>25.3</b>
<b>TOTAL FUND REVENUE</b>		<b>9,714.75</b>	<b>40,330.49</b>	<b>159,439.00</b>	<b>119,108.51</b>	<b>25.3</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**SEWER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>SEWER EXPENDITURES</b>					
52-40-100 PERSONNEL SERVICES	5,066.32	18,440.80	70,836.00	52,194.20	28.1
52-40-106 OVERTIME	.00	187.89	1,000.00	812.11	18.8
52-40-130 EMPLOYEE BENEFITS	1,900.74	8,313.24	41,663.00	35,349.76	15.2
52-40-340 UTILITIES	637.21	2,172.11	.00	( 2,172.11)	.0
52-40-360 CONTRACT LABOR	2,703.08	7,166.46	3,800.00	( 3,666.46)	198.8
52-40-460 MAINTENANCE AND SUPPLIES	2,283.84	8,066.82	10,000.00	1,934.18	80.7
52-40-470 VEHICLE EXPENSE	.00	.00	2,500.00	2,500.00	.0
52-40-475 FUEL	1,338.86	1,338.86	4,320.00	2,981.14	31.0
52-40-480 COMPUTER EXPENSE	.00	.00	500.00	500.00	.0
52-40-516 ADEQ FEES	.00	.00	3,000.00	3,000.00	.0
52-40-610 EQUIPMENT MAINTENANCE	3,363.02	4,373.22	5,000.00	626.78	87.5
52-40-630 SEWER CHEMICALS	97.50	532.50	.00	( 532.50)	.0
52-40-660 PROFESSIONAL SERVICES	.00	803.33	7,021.00	6,217.67	11.4
52-40-702 SEWAGE POND COMPLIANCE	372.50	1,966.00	10,000.00	8,035.00	19.7
52-40-900 BAD DEBT EXPENSE	.00	.00	200.00	200.00	.0
<b>TOTAL SEWER EXPENDITURES</b>	<b>17,742.87</b>	<b>51,348.23</b>	<b>159,439.00</b>	<b>108,090.77</b>	<b>32.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>17,742.87</b>	<b>51,348.23</b>	<b>159,439.00</b>	<b>108,090.77</b>	<b>32.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 8,028.12)</b>	<b>( 11,017.74)</b>	<b>.00</b>	<b>11,017.74</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**GARBAGE FUND**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>						
<b>54-30-200</b>	<b>SALES RECEIPTS</b>	11,511.01	44,628.06	128,748.00	82,119.94	35.2
<b>54-30-950</b>	<b>WF SAVINGS TRANSFERS IN</b>	.00	.00	44,515.00	44,515.00	.0
<b>TOTAL REVENUE</b>		<b>11,511.01</b>	<b>44,628.06</b>	<b>171,263.00</b>	<b>128,634.94</b>	<b>28.1</b>
<b>TOTAL FUND REVENUE</b>		<b>11,511.01</b>	<b>44,628.06</b>	<b>171,263.00</b>	<b>128,634.94</b>	<b>28.1</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>GARBAGE EXPENDITURES</b>					
54-40-100 PERSONNEL SERVICES	3,588.40	13,229.89	40,166.00	28,928.01	33.0
54-40-105 OVERTIME	.00	.00	250.00	250.00	.0
54-40-130 EMPLOYEE BENEFITS	1,783.73	5,737.97	12,438.00	6,698.03	48.1
54-40-280 INSURANCE	2,283.84	7,981.82	10,000.00	2,038.08	78.8
54-40-380 CONTRACT LABOR	1,140.42	3,182.50	.00	( 3,182.50)	.0
54-40-460 EQUIPMENT/SUPPLIES	88.88	1,555.40	15,000.00	13,444.60	10.4
54-40-480 SUPPLIES	.00	95.78	1,000.00	904.22	9.8
54-40-470 VEHICLE EXPENSE	10,947.28	12,152.50	2,500.00	( 9,652.50)	488.1
54-40-475 FUEL	1,088.25	1,983.39	1,900.00	( 83.39)	104.4
54-40-810 EQUIPMENT MAINTENANCE	.00	1,578.70	.00	( 1,578.70)	.0
54-40-850 AUDIT	.00	.00	8,021.00	8,021.00	.0
54-40-821 LANDFILL PAYMENT	5,141.92	20,509.88	42,000.00	21,490.32	48.8
54-40-840 GARBAGE CAPITAL OUTLAY	.00	.00	40,000.00	40,000.00	.0
<b>TOTAL GARBAGE EXPENDITURES</b>	<b>28,010.48</b>	<b>87,985.83</b>	<b>171,283.00</b>	<b>103,287.17</b>	<b>39.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>28,010.48</b>	<b>87,985.83</b>	<b>171,283.00</b>	<b>103,287.17</b>	<b>39.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 14,499.47)</b>	<b>( 23,337.77)</b>	<b>.00</b>	<b>23,337.77</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**LANDFILL FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>					
55-30-100 INTEREST EARNINGS	.00	.00	250.00	250.00	.0
55-30-200 SALES - LANDFILL	92,397.28	397,430.85	1,274,912.00	877,481.35	31.2
55-30-201 LATE PENALTIES	.00	.00	1,000.00	1,000.00	.0
55-30-205 MISC.REVENUE	370.00	985.00	600.00	( 385.00)	164.2
55-30-206 ROLL-OFF TRUCK FUND	.00	.00	50,000.00	50,000.00	.0
55-30-210 TIPPING FEES	11,582.82	42,868.79	130,000.00	87,103.21	33.0
<b>TOTAL REVENUE</b>	<b>104,350.08</b>	<b>441,312.44</b>	<b>1,456,782.00</b>	<b>1,015,449.56</b>	<b>30.3</b>
<b>SOURCE 36</b>					
55-38-400 SALE OF FIXED ASSETS	.00	.00	120,000.00	120,000.00	.0
55-38-405 RECYCLE	.00	1,384.40	2,000.00	605.60	69.7
<b>TOTAL SOURCE 36</b>	<b>.00</b>	<b>1,384.40</b>	<b>122,000.00</b>	<b>120,605.60</b>	<b>1.1</b>
<b>TOTAL FUND REVENUE</b>	<b>104,350.08</b>	<b>442,706.84</b>	<b>1,578,782.00</b>	<b>1,136,055.16</b>	<b>28.0</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LANDFILL EXPENDITURES</b>					
55-40-100 PERSONNEL SERVICES	16,691.53	76,845.67	369,838.00	292,992.33	20.8
55-40-102 NEW HIRE	.00	70.00	.00	( 70.00)	.0
55-40-105 OVERTIME	551.25	1,097.47	8,000.00	6,902.53	13.7
55-40-110 UNIFORM EXPENSE	585.64	2,205.41	7,000.00	4,794.59	31.5
55-40-130 EMPLOYEE BENEFITS	7,993.61	36,177.60	147,105.00	110,927.40	24.8
55-40-260 ADVERTISING	.00	400.00	250.00	( 150.00)	180.0
55-40-285 BANK COSTS/FEES	.00	8,078.51	15,000.00	6,921.49	53.9
55-40-280 INSURANCE	2,263.84	7,961.92	36,000.00	28,038.08	22.1
55-40-290 OFFICE SUPPLIES	.00	262.05	250.00	( 12.05)	104.8
55-40-337 PROPERTY LEASE	47,600.00	190,400.00	571,193.00	360,793.00	33.3
55-40-340 UTILITIES	982.15	4,244.23	13,000.00	8,755.77	32.7
55-40-350 SAFETY EQUIPMENT	.00	.00	250.00	250.00	.0
55-40-380 CONTRACT LABOR	2,893.20	13,813.19	28,000.00	14,186.81	49.3
55-40-365 CONTRACT SERVICES ENTEC	57.76	478.37	25,000.00	24,523.63	1.9
55-40-460 MAINTENANCE & SUPPLIES	6,772.40	23,947.04	35,000.00	11,352.96	67.6
55-40-470 VEHICLE EXPENSE	.00	80.00	500.00	420.00	16.0
55-40-475 FUEL EXPENSE	3,865.28	22,253.91	77,855.00	55,601.09	28.6
55-40-476 FUEL DEISEL	7,180.10	7,180.10	.00	( 7,180.10)	.0
55-40-480 COMPUTER EXPENSE	66.03	826.82	2,000.00	1,173.36	41.3
55-40-500 BUILDING MAINTENANCE	.00	760.00	250.00	( 510.00)	304.0
55-40-510 LAB FEES	.00	2,316.00	5,000.00	2,684.00	46.3
55-40-515 ENGINEERING SERVICES	.00	900.00	5,000.00	4,100.00	18.0
55-40-516 ADEQ FEES	.00	2,001.00	15,000.00	12,999.00	13.3
55-40-810 EQUIPMENT MAINTENANCE	114.84	61,543.29	60,000.00	( 1,543.29)	102.6
55-40-850 PROFESSIONAL SERVICES	.00	603.33	6,021.00	5,217.67	13.3
55-40-860 TRAVEL - TRAVEL/TRAINING	.00	.00	250.00	250.00	.0
55-40-705 CAPITAL LEASE	9,431.50	37,728.00	96,000.00	57,274.00	39.7
55-40-840 LANDFILL CAPITAL OUTLAY	.00	.00	3,000.00	3,000.00	.0
55-40-841 ROLL-OFF TRUCK G.F. REIMBURSE	.00	.00	50,000.00	50,000.00	.0
55-40-855 METHANE MONITORING	.00	732.12	3,000.00	2,267.88	24.4
<b>TOTAL LANDFILL EXPENDITURES</b>	<b>107,018.90</b>	<b>502,801.83</b>	<b>1,578,762.00</b>	<b>1,075,960.17</b>	<b>31.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>107,018.90</b>	<b>502,801.83</b>	<b>1,578,762.00</b>	<b>1,075,960.17</b>	<b>31.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 2,666.82)</b>	<b>( 60,094.99)</b>	<b>.00</b>	<b>60,094.99</b>	<b>.0</b>

TOWN OF HUACHUCA CITY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2018

CAMP NACO

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>					
73-30-850 GRANT REVENUES	.00	.00	10,000.00	10,000.00	.0
TOTAL REVENUE	.00	.00	10,000.00	10,000.00	.0
TOTAL FUND REVENUE	.00	.00	10,000.00	10,000.00	.0

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2018**

**CAMP NACO**

<u>EXPENDITURES</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>73-40-850 AUTHORIZED EXPENDITURES</b>	110.11	440.62	10,000.00	9,559.38	4.4
<b>TOTAL EXPENDITURES</b>	110.11	440.62	10,000.00	9,559.38	4.4
<b>TOTAL FUND EXPENDITURES</b>	110.11	440.62	10,000.00	9,559.38	4.4
<b>NET REVENUE OVER EXPENDITURES</b>	( 110.11)	( 440.62)	.00	440.62	.0

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b><u>TAXES</u></b>					
10-31-100 AUTO LIEU TAX	7,716.65	38,711.77	98,082.00	59,350.23	39.6
10-31-200 REAL PROPERTY TAXES	29,431.65	32,171.34	83,000.00	50,828.66	38.8
10-31-240 FRANCHISE TAXES	.00	4,588.22	14,158.00	9,667.76	32.4
10-31-250 CITY SALES TAXES	15,430.67	73,041.90	195,968.00	122,624.10	37.3
10-31-252 USE TAX PURCHASES	.00	.00	50,000.00	50,000.00	.0
10-31-254 USE TAX INVENTORY	.00	.00	25,000.00	25,000.00	.0
10-31-280 STATE SALES TAXES	16,666.08	68,703.47	172,379.00	103,675.53	39.9
<b>TOTAL TAXES</b>	<b>69,284.95</b>	<b>217,216.70</b>	<b>638,263.00</b>	<b>421,046.30</b>	<b>34.0</b>
<b><u>LICENSES AND PERMITS</u></b>					
10-32-100 BUILDING PERMITS	10,752.79	14,742.94	12,000.00	( 2,742.94)	122.9
10-32-110 BUSINESS LICENSES	215.00	974.50	16,000.00	15,025.50	6.1
10-32-120 P&Z FEES	35.00	870.00	175.00	( 695.00)	497.1
<b>TOTAL LICENSES AND PERMITS</b>	<b>11,002.79</b>	<b>16,587.44</b>	<b>28,175.00</b>	<b>11,587.56</b>	<b>58.9</b>
<b><u>INTERGOVERNMENTAL REVENUE</u></b>					
10-33-100 STATE REVENUE SHARING	17,448.62	87,241.64	217,000.00	129,758.36	40.2
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>17,448.62</b>	<b>87,241.64</b>	<b>217,000.00</b>	<b>129,758.36</b>	<b>40.2</b>
<b><u>CHARGES FOR SERVICE</u></b>					
10-34-100 ZONING FEES	.00	.00	500.00	500.00	.0
10-34-131 POLICE PROTECTION EQUIPMENT	6.44	48.96	250.00	201.04	19.6
10-34-132 POST TRAINING REIMBURSEMENTS	.00	.00	500.00	500.00	.0
10-34-140 AUCTION PROCEEDS	699.40	33,611.06	10,000.00	( 23,611.06)	336.1
10-34-150 ANIMAL SHELTER REIMBURSEMENT	.00	.00	250.00	250.00	.0
10-34-180 KENNEL FEES	2,070.00	8,793.00	16,000.00	7,207.00	55.0
10-34-530 CITY BUS FEES/DONATIONS	.00	.00	5,000.00	5,000.00	.0
10-34-923 BUS TICKET SALES SIERRA VISTA	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL CHARGES FOR SERVICE</b>	<b>2,775.84</b>	<b>42,453.02</b>	<b>33,500.00</b>	<b>( 8,953.02)</b>	<b>126.7</b>
<b><u>FINES</u></b>					
10-35-100 POLICE FINES	10,083.53	43,712.44	150,000.00	106,287.56	29.1
10-35-110 IMPOUND FEES	30.00	1,170.00	5,500.00	4,330.00	21.3
10-35-112 TOWING FEES	80.00	1,082.00	3,150.00	2,068.00	34.4
10-35-120 LIBRARY FEES & FINES	321.00	1,604.97	5,000.00	3,395.03	32.1
<b>TOTAL FINES</b>	<b>10,514.53</b>	<b>47,569.41</b>	<b>163,650.00</b>	<b>116,080.59</b>	<b>29.1</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**GENERAL FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<b>MISCELLANEOUS REVENUE</b>					
10-36-100 INTEREST	.00	.00	6,000.00	6,000.00	.0
10-36-200 UNREALIZED GAIN	.00	.00	2,000.00	2,000.00	.0
10-36-466 DONATIONS	.00	.00	1,400.00	1,400.00	.0
10-36-500 PARKS & REC REVENUE & FEES	35.00	752.25	1,000.00	247.75	75.2
10-36-616 YOUTH SPONSERSHIP REVENUE	.00	.00	100.00	100.00	.0
10-36-900 MISCELLANEOUS	1,236.84	21,585.88	.00	( 21,585.88)	.0
10-36-902 WORKERS' COMP REIMBURSEMENTS	.00	.00	100.00	100.00	.0
10-36-903 DIESEL SALES (FIRE, SCHOOL)	2,933.72	4,316.84	22,000.00	17,683.36	19.6
10-36-904 WILDLAND REVENUE	.00	.00	10,000.00	10,000.00	.0
10-36-907 INSURANCE CLAIMS	.00	.00	100.00	100.00	.0
10-36-910 LANDFILL LAND LEASE	47,800.00	238,000.00	571,193.00	333,193.00	41.7
10-36-916 COUNTY ANIMAL SHELTER REVENUE	.00	21,000.00	50,000.00	29,000.00	42.0
10-36-922 EMPLOYEE INSUR CONTRIBUTION	1,550.58	11,003.92	6,750.00	( 1,253.92)	112.9
10-36-950 RICO REVENUE(ASSET FORFEITURE)	.00	.00	8,400.00	8,400.00	.0
10-36-966 ROLL-OFF TRUCK (SURPLUS SALES)	.00	.00	50,000.00	50,000.00	.0
10-36-970 WF SAVINGS TRANSFER IN	.00	.00	158,879.00	158,879.00	.0
10-36-999 DAILY CASH REC OVER/SHORT ACCT	.00	.00	10.00	10.00	.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>53,356.12</b>	<b>288,658.70</b>	<b>890,932.00</b>	<b>594,273.30</b>	<b>33.3</b>
<b>TOWN GRANTS</b>					
10-37-186 DONATIONS - ANIMAL SHELTER	.00	358.38	5,000.00	4,641.64	7.2
10-37-186 ANIMAL SHELTER GRANTS	.00	.00	65,000.00	65,000.00	.0
10-37-456 DONATIONS - LIBRARY	4.00	1,144.00	2,000.00	858.00	57.2
10-37-457 LIBRARY GRANT	.00	35,859.88	100,000.00	64,140.31	35.9
10-37-458 SENIOR CENTER GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-459 SUMMER SPLASH	.00	1,830.00	5,000.00	3,170.00	36.6
10-37-467 POLICE DONATIONS	.00	.00	10,000.00	10,000.00	.0
10-37-906 GRANTS - POLICE AZDOHS	.00	.00	120,426.00	120,426.00	.0
10-37-908 GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909 BUILDING REGULATION GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-911 GRANTS - POLICE AZGOHS	.00	.00	99,000.00	99,000.00	.0
10-37-919 CITY BUS GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-920 GENERAL ADMIN GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-921 POLICE GRANT	.00	.00	100,000.00	100,000.00	.0
10-37-983 E-RATE	.00	.00	175,000.00	175,000.00	.0
10-37-984 CONTINGENCY FUND	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>4.00</b>	<b>39,192.06</b>	<b>1,095,426.00</b>	<b>1,057,233.95</b>	<b>3.8</b>
<b>TOTAL FUND REVENUE</b>	<b>164,386.85</b>	<b>746,918.98</b>	<b>3,067,948.00</b>	<b>2,321,027.04</b>	<b>24.4</b>

**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>COUNCIL</b>					
10-42-100 PERSONNEL SERVICES	900.00	4,900.00	11,340.00	6,440.00	43.2
10-42-110 PROFESSIONAL SERVICES	.00	7,991.92	6,021.00	( 1,940.92)	132.2
10-42-130 EMPLOYEE BENEFITS	74.09	403.37	990.00	526.63	43.4
10-42-220 ATTORNEY FEES	845.00	6,827.51	55,772.00	49,144.49	11.9
10-42-250 ADVERTISING	.00	572.97	100.00	( 472.97)	573.0
10-42-290 OFFICE SUPPLIES	49.42	122.89	800.00	677.11	15.4
10-42-530 COMMUNITY RELATIONS	.00	157.92	700.00	542.08	22.6
10-42-640 MEMBERSHIP LEAGUE	.00	416.90	5,720.00	5,303.10	7.3
10-42-660 TRAVEL AND TRAINING	.00	1,522.82	2,000.00	477.38	76.1
<b>TOTAL COUNCIL</b>	<b>1,868.51</b>	<b>22,686.10</b>	<b>83,383.00</b>	<b>60,686.90</b>	<b>27.2</b>
<b>GENERAL ADMINISTRATION</b>					
10-43-100 PERSONNEL SERVICES	5,384.82	28,431.37	70,000.00	43,668.63	37.6
10-43-102 NEW HIRE	.00	.00	150.00	150.00	.0
10-43-105 OVERTIME	.00	.00	100.00	100.00	.0
10-43-122 MISCELLANEOUS	.00	30.00	.00	( 30.00)	.0
10-43-130 EMPLOYEE BENEFITS	1,337.75	6,603.78	29,105.00	22,501.22	22.7
10-43-220 ATTORNEY FEES	845.00	2,362.50	10,000.00	7,617.50	23.8
10-43-250 ADVERTISING	.00	1,385.83	7,500.00	6,114.37	18.5
10-43-271 TELEPHONE	725.21	3,220.23	10,500.00	7,279.77	30.7
10-43-280 INSURANCE	.00	6,039.80	12,100.00	4,060.40	68.4
10-43-290 OFFICE SUPPLIES	573.78	1,668.94	3,000.00	1,331.06	65.6
10-43-300 PRINTING	.00	197.81	1,000.00	802.19	19.8
10-43-340 UTILITIES	455.80	2,832.64	19,700.00	16,867.36	14.4
10-43-360 CONTRACT LABOR	454.33	2,328.50	.00	( 2,328.50)	.0
10-43-440 POSTAGE	526.10	1,517.36	3,500.00	1,982.62	43.4
10-43-470 VEHICLE EXPENSE	.00	162.14	500.00	337.86	32.4
10-43-475 FUEL EXPENSE	.00	242.82	600.00	357.18	40.5
10-43-480 COMPUTER EXPENSE	905.27	4,610.27	11,400.00	6,789.73	40.4
10-43-500 BUILDING MAINTENANCE	846.89	1,190.47	12,300.00	11,109.53	9.7
10-43-610 EQUIPMENT MAINTENANCE	.00	242.00	200.00	( 42.00)	121.0
10-43-640 MEMBERSHIP	1,275.00	1,394.10	975.00	( 419.10)	143.0
10-43-650 AUDIT	.00	.00	14,621.00	14,621.00	.0
10-43-660 TRAVEL AND TRAINING	50.00	1,658.94	4,850.00	3,191.06	34.2
10-43-690 ELECTION SUPPLIES	1,022.50	2,395.00	8,000.00	5,605.00	29.9
10-43-691 ROLL-OFF TRUCK EXP	.00	.00	50,000.00	50,000.00	.0
10-43-703 CODIFYING/DIGITIZING	.00	252.45	3,500.00	3,247.55	7.2
10-43-705 CAPITAL LEASE EXPENSE	526.09	2,894.23	5,000.00	2,105.77	57.9
10-43-840 CAPITAL OUTLAY - EQUIPMENT	.00	.00	3,700.00	3,700.00	.0
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>14,928.14</b>	<b>71,690.80</b>	<b>282,301.00</b>	<b>210,620.20</b>	<b>25.4</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAGISTRATE</u>					
10-45-100 PERSONNEL SERVICES	3,200.00	17,941.20	43,136.00	25,194.80	41.6
10-45-105 OVERTIME	195.00	345.00	100.00	( 245.00)	345.0
10-45-120 PROSECUTION FEES	.00	1,298.00	.00	( 1,298.00)	.0
10-45-130 EMPLOYEE BENEFITS	1,121.85	5,911.52	17,861.00	11,969.48	33.1
10-45-221 COURT APPT ATTORNEYS	.00	4,820.00	.00	( 4,820.00)	.0
10-45-250 CONTRACT LABOR-PRO TEM	40.00	200.00	1,500.00	1,300.00	13.3
10-45-280 OFFICE SUPPLIES	.00	9.50	450.00	440.50	2.1
10-45-360 CONTRACT LABOR-JUDGE	800.00	4,200.00	14,400.00	10,200.00	29.2
10-45-361 CONTRACT LABOR - SECURITY	.00	684.00	2,800.00	1,916.00	28.3
10-45-480 COMPUTER EXPENSE	.00	1,125.00	2,500.00	1,375.00	45.0
10-45-860 TRAVEL/TRAINING	.00	388.14	500.00	111.86	77.6
10-45-810 JAIL FEES	1,155.00	6,711.51	6,000.00	( 711.51)	111.9
<b>TOTAL MAGISTRATE</b>	<b>6,311.85</b>	<b>43,633.87</b>	<b>89,067.00</b>	<b>45,433.13</b>	<b>49.0</b>
<u>IT</u>					
10-48-101 CONTRACT LABOR	.00	.00	41,000.00	41,000.00	.0
10-48-130 EMPLOYEE BENEFITS	.00	45.00	.00	( 45.00)	.0
10-48-210 SUBSCRIPTIONS	.00	1,305.51	8,990.00	7,584.49	14.7
10-48-275 CELL PHONE	1,743.81	8,672.47	.00	( 8,672.47)	..
10-48-804 SOFTWARE LICENSING	.00	.00	2,500.00	2,500.00	..
10-48-840 CAPITAL OUTLAY	681.43	3,407.15	8,250.00	4,842.85	41.3
<b>TOTAL IT</b>	<b>2,425.04</b>	<b>13,430.13</b>	<b>60,840.00</b>	<b>47,209.87</b>	<b>22.2</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>POLICE</b>					
10-51-100 PERSONNEL SERVICES	25,692.80	129,361.10	313,680.00	186,316.90	40.9
10-51-102 NEW HIRE	.00	2.10	.00	( 2.10)	.0
10-51-106 OVERTIME	1,920.21	9,229.87	10,000.00	770.13	92.3
10-51-110 UNIFORM EXPENSE	250.00	1,250.00	3,600.00	2,350.00	34.7
10-51-130 EMPLOYEE BENEFITS	7,924.37	53,985.37	234,774.00	181,078.63	22.9
10-51-135 PUBLIC SAFETY RETIREMENT	4,367.78	8,657.33	.00	( 8,657.33)	.0
10-51-221 PSRS BOARD ATTORNEY	.00	.00	100.00	100.00	.0
10-51-222 CCSO CONTRACT	6.13	6.13	50,000.00	49,993.87	.0
10-51-230 PROFESSIONAL SERVICES	845.00	2,382.49	8,021.00	3,638.51	39.6
10-51-271 TELEPHONE	460.86	2,228.77	5,200.00	2,971.23	42.9
10-51-290 OFFICE SUPPLIES	212.40	428.27	1,000.00	571.73	42.8
10-51-295 PRINTING EXPENSE	.00	43.03	1,500.00	1,456.97	2.9
10-51-340 UTILITIES	397.37	2,550.40	.00	( 2,550.40)	.0
10-51-360 CONTRACT LABOR	454.34	2,225.29	.00	( 2,225.29)	.0
10-51-365 SHREDDING SERVICES	93.59	464.71	900.00	435.29	51.6
10-51-460 MAINTENANCE AND SUPPLIES	473.08	12,095.62	3,500.00	( 8,595.62)	345.6
10-51-466 WEAPONS AND AMMUNITION	.00	155.45	2,000.00	1,844.55	7.8
10-51-470 VEHICLE EXPENSE	305.78	1,696.64	8,000.00	6,303.36	21.2
10-51-475 POLICE FUEL EXPENSE	1,095.48	5,331.41	12,000.00	6,668.59	44.4
10-51-480 COMPUTER EXPENSE	131.86	661.74	1,200.00	538.26	55.2
10-51-505 POLICE VEHICLE IMPOUND FEE	.00	35.58	.00	( 35.58)	.0
10-51-510 IMPOUND ADMIN	250.00	1,882.00	4,250.00	2,368.00	43.8
10-51-620 EQUIP REPAIR AND MAINTENANCE	.00	( 1,786.00)	.00	1,786.00	.0
10-51-640 MEMBERSHIP	.00	3,177.04	8,500.00	5,322.96	37.4
10-51-660 TRAVEL AND TRAINING	.00	.00	400.00	400.00	.0
10-51-665 COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-51-685 COMMUNITY RELATIONS	.00	.00	750.00	750.00	.0
10-51-705 CAPITAL LEASE	219.24	1,064.99	2,300.00	1,235.01	48.3
10-51-840 POLICE CAPITAL OUTLAY	.00	2,459.57	6,250.00	3,790.43	39.4
10-51-845 OFFICE FURNITURE	.00	.00	100.00	100.00	.0
10-51-856 BODY WORN CAMERA PROGRAM	.00	.00	3,366.00	3,366.00	.0
10-51-857 ASSET FORFEITURE EXPENSES	.00	.00	8,500.00	8,500.00	.0
<b>TOTAL POLICE</b>	<b>45,100.09</b>	<b>238,278.90</b>	<b>688,991.00</b>	<b>450,612.10</b>	<b>34.6</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING NOVEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ANIMAL SHELTER</b>					
10-52-100 PERSONNEL SERVICES	2,634.50	14,867.76	45,780.00	30,882.24	32.5
10-52-102 NEW HIRE	30.00	190.00	.00	( 190.00)	.0
10-52-110 ANIMAL SHELTER UNIFORMS	.00	.00	200.00	200.00	.0
10-52-130 EMPLOYEE BENEFITS	369.49	2,137.24	5,480.00	3,322.76	39.1
10-52-140 PROFESSIONAL SERVICES	.00	5,898.26	6,021.00	322.74	84.8
10-52-290 OFFICE SUPPLIES	.00	321.50	200.00	( 121.50)	180.8
10-52-340 UTILITIES	1,771.65	3,317.54	.00	( 3,317.54)	.0
10-52-360 CONTRACT LABOR	598.58	2,859.40	.00	( 2,859.40)	.0
10-52-450 EQUIPMENT AND SUPPLIES	51.99	51.99	2,000.00	1,948.01	2.8
10-52-460 MAINTENANCE AND SUPPLIES	31.14	2,860.74	3,850.00	889.26	74.3
10-52-461 ANIMAL FOOD	164.62	164.62	2,050.00	1,885.38	8.0
10-52-482 PEST CONTROL	.00	230.00	550.00	320.00	41.8
10-52-483 MEDICE/VACCINE	452.94	762.08	3,000.00	2,237.94	25.4
10-52-485 HEALTH AND SAFETY	.00	.00	300.00	300.00	.0
10-52-470 VEHICLE EXPENSE	.00	717.89	1,000.00	282.31	71.8
10-52-471 VEHICLE LEASE	.00	.00	10,800.00	10,800.00	.0
10-52-475 FUEL EXPENSE	104.41	476.54	.00	( 476.54)	.0
10-52-480 COMPUTER EXPENSE	90.03	450.15	1,000.00	549.85	45.0
10-52-660 TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00	.0
10-52-665 COMMUNITY RELATIONS	.00	.00	400.00	400.00	.0
10-52-800 MISC	.00	295.00	.00	( 295.00)	.0
<b>TOTAL ANIMAL SHELTER</b>	<b>6,289.25</b>	<b>35,400.49</b>	<b>84,091.00</b>	<b>48,890.51</b>	<b>42.1</b>
<b>FIRE</b>					
10-53-100 PERSONNEL SERVICES	.00	205,012.41	317,800.00	112,787.59	64.5
10-53-101 VOLUNTEER FIREFIGHTERS	.00	.00	7,000.00	7,000.00	.0
10-53-110 UNIFORM EXPENSE	.00	.00	3,200.00	3,200.00	.0
10-53-130 EMPLOYEE BENEFITS	.00	2.55	5,000.00	4,997.45	.1
10-53-290 OFFICE SUPPLIES	.00	.00	5,000.00	5,000.00	.0
10-53-340 UTILITIES	1,237.13	5,238.37	.00	( 5,238.37)	.0
10-53-386 JANITORIAL SERVICES	.00	.00	1,200.00	1,200.00	.0
10-53-450 EQUIPMENT/TRUCK MAINTENANCE	.00	1,124.25	5,000.00	3,875.75	22.5
10-53-480 MAINTENANCE AND SUPPLIES	.00	35.58	15,000.00	14,964.42	.2
10-53-482 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
10-53-470 VEHICLE EXPENSE	.00	48,600.37	54,000.00	5,399.63	90.0
10-53-475 FIRE FUEL EXPENSE	.00	.00	9,000.00	9,000.00	.0
10-53-480 COMPUTER EXPENSE	8.81	313.49	1,800.00	1,486.51	17.4
10-53-660 TRAVEL AND TRAINING	.00	.00	3,500.00	3,500.00	.0
10-53-665 COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-53-670 FIRE SAFETY EQUIP	.00	.00	7,000.00	7,000.00	.0
10-53-700 WILDLAND EXPENSES	.00	.00	2,500.00	2,500.00	.0
10-53-702 MEDICAL SUPPLIES	.00	.00	6,000.00	6,000.00	.0
10-53-705 CAPITAL LEASE	.00	4,716.58	.00	( 4,716.58)	.0
<b>TOTAL FIRE</b>	<b>1,245.74</b>	<b>285,041.80</b>	<b>454,000.00</b>	<b>188,958.40</b>	<b>58.4</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING NOVEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b><u>BUILDING REGULATION</u></b>					
10-54-290 OFFICE SUPPLIES	.00	48.03	.00	( 48.03)	.0
10-54-300 PROFESSIONAL SERVICES	.00	.00	6,021.00	6,021.00	.0
10-54-380 CONTRACT LABOR	4,050.00	20,550.00	54,000.00	33,450.00	38.1
10-54-780 BLDG REGULATION SUPPLIES	.00	144.89	540.00	395.11	28.8
10-54-801 ABATEMENT	.00	.00	8,600.00	8,600.00	.0
<b>TOTAL BUILDING REGULATION</b>	<b>4,050.00</b>	<b>20,742.92</b>	<b>69,181.00</b>	<b>48,418.08</b>	<b>30.0</b>
<b><u>PUBLIC WORKS</u></b>					
10-57-340 UTILITIES	2,528.58	13,216.93	.00	( 13,216.93)	.0
10-57-380 CONTRACT LABOR	406.25	2,031.25	.00	( 2,031.25)	.0
10-57-480 MAINTENANCE AND SUPPLIES	.00	74.03	250.00	175.97	29.8
<b>TOTAL PUBLIC WORKS</b>	<b>2,934.83</b>	<b>15,322.21</b>	<b>250.00</b>	<b>( 15,072.21)</b>	<b>6128.9</b>
<b><u>CITY POOL</u></b>					
10-58-100 PERSONNEL SERVICES	.00	4,360.22	10,395.00	6,034.78	42.0
10-58-130 EMPLOYEE BENEFITS	.00	684.82	1,500.00	815.18	45.7
10-58-270 PHONE	51.79	258.81	600.00	341.39	43.1
10-58-340 UTILITIES	599.56	2,874.89	7,500.00	4,625.11	38.3
10-58-480 MAINTENANCE AND SUPPLIES	843.03	1,519.44	5,000.00	3,480.56	30.4
10-58-680 CERTIFYING	.00	.00	300.00	300.00	.0
<b>TOTAL CITY POOL</b>	<b>1,494.38</b>	<b>9,697.98</b>	<b>25,295.00</b>	<b>15,597.02</b>	<b>38.3</b>
<b><u>SUMMER SPLASH</u></b>					
10-59-100 PERSONNEL SERVICES	.00	3,000.00	3,000.00	.00	100.0
10-59-480 SUPPLIES	.00	212.23	600.00	387.77	35.4
<b>TOTAL SUMMER SPLASH</b>	<b>.00</b>	<b>3,212.23</b>	<b>3,600.00</b>	<b>387.77</b>	<b>89.2</b>
<b><u>PARKS &amp; RECREATION</u></b>					
10-80-100 PERSONNEL SERVICES	.00	248.32	.00	( 248.32)	.0
10-80-130 EMPLOYEE BENEFITS	.00	51.05	.00	( 51.05)	.0
10-80-480 MAINTENANCE AND SUPPLIES	72.00	788.47	4,000.00	3,201.53	20.0
10-80-530 COMMUNITY RELATIONS	.00	.00	250.00	250.00	.0
10-80-704 SPECIAL ACTIVITIES	.00	580.92	10,000.00	9,439.08	5.8
<b>TOTAL PARKS &amp; RECREATION</b>	<b>72.00</b>	<b>1,658.76</b>	<b>14,250.00</b>	<b>12,591.24</b>	<b>11.8</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LIBRARY AND COMMUNITY SERVICES</b>					
10-62-100 PERSONNEL SERVICES	8,456.38	32,355.81	86,500.00	54,144.19	37.4
10-62-102 NEW HIRE	.00	.00	100.00	100.00	.0
10-62-130 EMPLOYEE BENEFITS	678.10	3,453.45	10,000.00	6,546.55	34.5
10-62-250 ADVERTISING	.00	.00	250.00	250.00	.0
10-62-271 TELEPHONE	165.85	847.98	2,000.00	1,152.04	42.4
10-62-280 OFFICE SUPPLIES	.00	510.22	2,500.00	1,989.78	20.4
10-62-340 UTILITIES	778.30	4,734.40	.00	( 4,734.40)	.0
10-62-360 CONTRACT LABOR	406.25	2,031.25	.00	( 2,031.25)	.0
10-62-368 INMATE/JANITORIAL SERVICES	86.16	540.76	1,285.00	744.24	42.1
10-62-440 POSTAGE	.00	.00	200.00	200.00	.0
10-62-460 MAINTENANCE AND SUPPLIES	1,482.99	9,685.80	1,500.00	( 8,185.80)	644.4
10-62-476 FUEL	.00	.00	380.00	380.00	.0
10-62-480 COMPUTER EXPENSE	15.25	45.75	500.00	454.25	9.2
10-62-481 INTERNET	94.85	589.70	2,300.00	1,730.30	24.8
10-62-810 EQUIPMENT MAINTENANCE	.00	74.89	.00	( 74.89)	.0
10-62-820 EQUIP REPAIR AND MAINTENANCE	.00	.00	400.00	400.00	.0
10-62-840 MEMBERSHIP	.00	85.00	195.00	130.00	33.3
10-62-860 TRAVEL AND TRAINING	294.18	494.18	1,000.00	505.82	49.4
10-62-703 SPECIAL ACTIVITIES	.00	303.43	500.00	196.57	60.7
10-62-705 CAPITAL LEASE	.00	2,204.71	3,900.00	1,695.29	56.5
10-62-802 LIBRARY DONATIONS EXP	.00	80.00	.00	( 80.00)	.0
<b>TOTAL LIBRARY AND COMMUNITY SERVICES</b>	<b>10,476.41</b>	<b>57,978.91</b>	<b>113,490.00</b>	<b>55,513.09</b>	<b>51.</b>
<b>CITY BUS</b>					
10-65-100 PERSONNEL SERVICES	1,585.05	9,297.88	28,534.00	19,236.32	32.6
10-65-130 EMPLOYEE BENEFITS	218.27	1,280.27	3,976.00	2,695.73	32.2
10-65-140 PROFESSIONAL SERVICES	845.00	2,382.50	6,021.00	3,638.50	39.8
10-65-280 INSURANCE	.00	7,981.92	12,050.00	4,068.08	66.1
10-65-470 VEHICLE EXPENSE	.00	1,052.47	4,965.00	3,912.53	21.2
10-65-475 FUEL EXPENSE	291.91	1,998.67	6,732.00	4,733.33	29.7
10-65-482 BUS STOP CONSTRUCTION	.00	.00	5,000.00	5,000.00	.0
10-65-483 SIERRA VISTA BUS FARES	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL CITY BUS</b>	<b>2,940.23</b>	<b>23,973.51</b>	<b>68,278.00</b>	<b>44,304.49</b>	<b>35.1</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>SENIOR CENTER</b>					
10-88-100 PERSONNEL SERVICES	840.00	4,353.36	9,200.00	4,846.65	47.3
10-88-130 EMPLOYEE BENEFITS	84.58	470.34	1,200.00	729.66	39.2
10-88-140 PROFESSIONAL SERVICES	845.00	10,344.42	8,021.00	( 4,323.42)	171.8
10-88-271 TELEPHONE	53.21	265.71	650.00	384.29	40.9
10-88-290 SUPPLIES	.00	606.50	200.00	( 406.50)	302.8
10-88-340 UTILITIES	411.05	2,257.25	5,000.00	2,742.75	45.2
10-88-341 INTERNET SERVICES	219.24	385.00	800.00	415.00	48.1
10-88-462 PEST CONTROL	44.00	220.00	550.00	330.00	40.0
10-88-800 AUTHORIZED EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL SENIOR CENTER</b>	<b>2,497.08</b>	<b>18,901.57</b>	<b>33,821.00</b>	<b>14,719.43</b>	<b>56.2</b>
<b>TOWN GRANTS</b>					
10-89-480 BUS LINE EXPENDITURES	.00	.00	75,000.00	75,000.00	.0
10-89-801 ANIMAL SHELTER GRANT EXP	.00	.00	70,000.00	70,000.00	.0
10-89-802 LIBRARY DONATIONS EXP	7,567.84	20,893.18	132,000.00	111,106.82	15.8
10-89-803 IT GRANT EXP	.00	.00	190,000.00	190,000.00	.0
10-89-804 MISC EXP	.00	.00	75,000.00	75,000.00	.0
10-89-805 BUILDING REGULATION EXP	.00	.00	25,000.00	25,000.00	.0
10-89-845 POLICE GRANT EXP	.00	.00	10,000.00	10,000.00	.0
10-89-846 AZDOHS GRANT EXPENDITURES	.00	.00	99,000.00	99,000.00	.0
10-89-847 AZGOHS GRANT EXPENDITURES	.00	.00	120,426.00	120,426.00	.0
10-89-851 CONTINGENCY FUND EXP	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>7,567.84</b>	<b>20,893.18</b>	<b>996,426.00</b>	<b>975,532.82</b>	<b>2.1</b>
<b>NON-DEPARTMENTAL</b>					
10-70-001 INSURANCE CLAIMS	.00	11,450.72	1,202.00	( 10,248.72)	952.6
<b>TOTAL NON-DEPARTMENTAL</b>	<b>.00</b>	<b>11,450.72</b>	<b>1,202.00</b>	<b>( 10,248.72)</b>	<b>952.6</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>110,211.39</b>	<b>873,981.88</b>	<b>3,087,946.00</b>	<b>2,193,964.12</b>	<b>28.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>54,165.46</b>	<b>( 127,082.92)</b>	<b>.00</b>	<b>127,082.92</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**POLICE - DHS GRANT - BP OT**

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

TOWN OF HUACHUCA CITY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>EXPENDITURES</b>					
12-40-130 EMPLOYEE BENEFITS	480.27	2,251.29	135,000.00	132,748.71	1.7
12-40-135 PUBLIC SAFETY RETIREMENT	520.48	1,143.05	.00	( 1,143.05)	.0
12-40-840 AUTHORIZED EXPENDITURES	2,122.88	7,353.77	.00	( 7,353.77)	.0
<b>TOTAL EXPENDITURES</b>	<b>3,103.63</b>	<b>10,748.11</b>	<b>135,000.00</b>	<b>124,251.89</b>	<b>8.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>3,103.63</b>	<b>10,748.11</b>	<b>135,000.00</b>	<b>124,251.89</b>	<b>8.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 3,103.63)</b>	<b>( 10,748.11)</b>	<b>.00</b>	<b>10,748.11</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING NOVEMBER 30, 2018**

**FIRE TRUCK FUND**

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

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**FIRE TRUCK FUND**

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

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING NOVEMBER 30, 2018**

**TRUST FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
20-30-200 FINES AND BAILS	18,555.38	72,523.87	288,000.00	195,476.13	27.1
20-30-300 BONDS	.00	.00	250.00	250.00	.0
20-30-400 RESTITUTION	.00	.00	100.00	100.00	.0
20-30-500 JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>	<b>18,555.38</b>	<b>72,523.87</b>	<b>288,450.00</b>	<b>195,926.13</b>	<b>27.0</b>
<b>TOTAL FUND REVENUE</b>	<b>18,555.38</b>	<b>72,523.87</b>	<b>288,450.00</b>	<b>195,926.13</b>	<b>27.0</b>

TOWN OF HUACHUCA CITY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>EXPENDITURES</b>					
20-40-200 FINES AND BAILS	15,843.04	73,325.15	288,204.00	194,878.85	27.3
20-40-400 RESTITUTION	.00	30.00	48.00	16.00	65.2
20-40-401 BOND	443.00	443.00	100.00	( 343.00)	443.0
20-40-500 JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL EXPENDITURES</b>	<b>16,286.04</b>	<b>73,798.15</b>	<b>288,450.00</b>	<b>194,851.85</b>	<b>27.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>16,286.04</b>	<b>73,798.15</b>	<b>288,450.00</b>	<b>194,851.85</b>	<b>27.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>289.32</b>	<b>( 1,274.28)</b>	<b>.00</b>	<b>1,274.28</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING NOVEMBER 30, 2018**

**ROAD USER FUND**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>						
<b>23-30-300</b>	<b>GAS TAX REVENUES - HURF</b>	12,839.67	62,069.36	147,652.00	85,582.64	42.0
<b>23-30-800</b>	<b>MISCELLANEOUS REVENUE</b>	.00	.00	100.00	100.00	.0
	<b>TOTAL REVENUE</b>	<b>12,839.67</b>	<b>62,069.36</b>	<b>147,752.00</b>	<b>85,682.64</b>	<b>42.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>12,839.67</b>	<b>62,069.36</b>	<b>147,752.00</b>	<b>85,682.64</b>	<b>42.0</b>

TOWN OF HUACHUCA CITY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ROAD USERS ADMIN</b>					
23-40-100 PERSONNEL SERVICES	.00	.00	45,888.00	45,888.00	.0
23-40-105 OVERTIME	.00	.00	1,000.00	1,000.00	.0
23-40-120 PROFESSIONAL SERVICES	.00	.00	6,021.00	6,021.00	.0
23-40-130 EMPLOYEE BENEFITS	.00	( 14.16)	24,558.00	24,572.16	( .1)
23-40-480 MAINTENANCE AND SUPPLIES	.00	1,613.98	6,000.00	4,386.02	26.8
23-40-470 VEHICLE EXPENSE	.00	.00	2,500.00	2,500.00	.0
23-40-475 FUEL	.00	.00	1,080.00	1,080.00	.0
23-40-490 ROAD REPAIR	.00	3,981.00	30,000.00	26,019.00	13.3
23-40-810 EQUIPMENT REPAIR	.00	.00	5,000.00	5,000.00	.0
23-40-831 CAPITAL OUTLAY	.00	.00	25,725.00	25,725.00	.0
<b>TOTAL ROAD USERS ADMIN</b>	<b>.00</b>	<b>5,580.82</b>	<b>147,752.00</b>	<b>142,171.18</b>	<b>3.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>5,580.82</b>	<b>147,752.00</b>	<b>142,171.18</b>	<b>3.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>12,839.67</b>	<b>68,488.54</b>	<b>.00</b>	<b>( 68,488.54)</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**GRANT OPPORTUNITY**

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

TOWN OF HUACHUCA CITY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING NOVEMBER 30, 2018

GRANT OPPORTUNITY

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

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**WATER FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
51-30-200 WATER SALES	13,992.28	72,230.92	166,910.00	84,679.08	48.0
51-30-202 RC: RECONNECT FEE	50.00	300.00	600.00	200.00	80.0
51-30-300 CONNECTION FEES	50.00	275.00	600.00	225.00	55.0
51-30-400 PENALTIES & FORFEITURES	662.50	3,982.45	12,000.00	8,037.55	33.0
51-30-900 MISCELLANEOUS	.00	.00	600.00	600.00	.0
51-30-950 WF SAVINGS TRANSFERS IN	.00	.00	47,334.00	47,334.00	.0
<b>TOTAL REVENUE</b>	<b>14,754.78</b>	<b>76,768.37</b>	<b>217,844.00</b>	<b>141,075.63</b>	<b>35.2</b>
<b>TOTAL FUND REVENUE</b>	<b>14,754.78</b>	<b>76,768.37</b>	<b>217,844.00</b>	<b>141,075.63</b>	<b>35.2</b>

**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 6 MONTHS ENDING NOVEMBER 30, 2018**

**WATER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>WATER EXPENDITURES</b>					
51-40-100 PERSONNEL SERVICES	9,354.88	38,425.81	70,835.00	34,209.39	51.8
51-40-105 OVERTIME	.00	551.05	1,000.00	448.95	55.1
51-40-110 UNIFORM EXPENSE	451.10	1,980.39	4,800.00	2,519.87	44.0
51-40-130 EMPLOYEE BENEFITS	3,984.16	13,258.32	24,558.00	11,298.86	54.0
51-40-280 INSURANCE	.00	7,981.92	11,000.00	3,038.08	72.4
51-40-290 OFFICE SUPPLIES	.00	10.50	.00	( 10.50)	.0
51-40-340 UTILITIES	3,185.55	20,120.30	31,000.00	10,879.70	64.9
51-40-360 CONTRACT LABOR	1,098.67	3,968.15	5,000.00	1,041.85	79.2
51-40-370 SALES TAX	.00	4,147.83	13,200.00	9,052.37	31.4
51-40-440 POSTAGE	251.75	1,243.04	1,000.00	( 243.04)	124.3
51-40-480 MAINTENANCE & SUPPLIES	3,454.83	10,073.84	14,000.00	3,926.16	72.0
51-40-470 VEHICLE EXPENSE	16.00	1,300.95	2,500.00	1,199.05	82.0
51-40-475 FUEL EXPENSE	1,404.09	8,942.53	4,320.00	( 2,622.53)	180.7
51-40-480 COMPUTER EXPENSE	8.61	43.05	610.00	566.95	7.1
51-40-510 WATER TESTS	2,299.55	5,975.05	7,500.00	1,524.95	79.7
51-40-810 EQUIPMENT MAINTENANCE	2,665.20	3,743.42	20,000.00	16,256.58	18.7
51-40-850 AUDIT	.00	.00	8,021.00	8,021.00	.0
51-40-860 TRAVEL	.00	.00	700.00	700.00	.0
51-40-900 BAD DEBT EXPENSE	.00	.00	300.00	300.00	.0
<b>TOTAL WATER EXPENDITURES</b>	<b>27,554.38</b>	<b>117,735.89</b>	<b>217,844.00</b>	<b>100,108.31</b>	<b>54.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>27,554.38</b>	<b>117,735.89</b>	<b>217,844.00</b>	<b>100,108.31</b>	<b>54.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 12,799.82)</b>	<b>( 40,987.32)</b>	<b>.00</b>	<b>40,987.32</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING NOVEMBER 30, 2018**

**SEWER FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>52-30-200 SEWER SERVICES</b>	9,773.32	50,103.81	113,658.00	63,554.19	44.1
<b>52-30-300 CONNECTION FEES</b>	.00	.00	500.00	500.00	.0
<b>52-30-950 WF SAVINGS TRANSFERS IN</b>	.00	.00	45,281.00	45,281.00	.0
<b>TOTAL REVENUE</b>	<b>9,773.32</b>	<b>50,103.81</b>	<b>159,439.00</b>	<b>109,335.19</b>	<b>31.4</b>
<b>TOTAL FUND REVENUE</b>	<b>9,773.32</b>	<b>50,103.81</b>	<b>159,439.00</b>	<b>109,335.19</b>	<b>31.4</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**SEWER FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>SEWER EXPENDITURES</b>					
52-40-100 PERSONNEL SERVICES	5,021.80	24,362.40	70,636.00	46,272.60	34.6
52-40-106 OVERTIME	.00	187.89	1,000.00	812.11	18.8
52-40-130 EMPLOYEE BENEFITS	2,031.56	8,344.82	41,663.00	33,318.18	20.0
52-40-340 UTILITIES	689.92	2,842.03	.00	( 2,842.03)	.0
52-40-380 CONTRACT LABOR	2,404.92	9,560.36	3,600.00	( 5,960.36)	265.6
52-40-460 MAINTENANCE AND SUPPLIES	24.15	8,089.97	10,000.00	1,910.03	80.9
52-40-470 VEHICLE EXPENSE	.00	.00	2,500.00	2,500.00	.0
52-40-475 FUEL	912.32	2,251.18	4,320.00	2,068.82	62.1
52-40-480 COMPUTER EXPENSE	.00	.00	500.00	500.00	.0
52-40-518 ADEQ FEES	.00	.00	3,000.00	3,000.00	.0
52-40-610 EQUIPMENT MAINTENANCE	123.17	4,498.39	5,000.00	503.61	89.9
52-40-830 SEWER CHEMICALS	.00	532.50	.00	( 532.50)	.0
52-40-850 PROFESSIONAL SERVICES	1,110.00	1,913.33	7,021.00	5,107.67	27.3
52-40-702 SEWAGE POND COMPLIANCE	97.50	2,062.50	10,000.00	7,937.50	20.6
52-40-900 BAD DEBT EXPENSE	.00	.00	200.00	200.00	.0
<b>TOTAL SEWER EXPENDITURES</b>	<b>13,295.16</b>	<b>64,643.39</b>	<b>159,439.00</b>	<b>94,795.61</b>	<b>40.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>13,295.16</b>	<b>64,643.39</b>	<b>159,439.00</b>	<b>94,795.61</b>	<b>40.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 3,521.84)</b>	<b>( 14,539.58)</b>	<b>.00</b>	<b>14,539.58</b>	<b>.0</b>

TOWN OF HUACHUCA CITY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

GARBAGE FUND

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
54-30-200 SALES RECEIPTS	11,030.00	55,658.06	126,748.00	71,089.94	43.9
54-30-950 WF SAVINGS TRANSFERS IN	.00	.00	44,515.00	44,515.00	.0
<b>TOTAL REVENUE</b>	<b>11,030.00</b>	<b>55,658.06</b>	<b>171,263.00</b>	<b>115,804.94</b>	<b>32.5</b>
<b>TOTAL FUND REVENUE</b>	<b>11,030.00</b>	<b>55,658.06</b>	<b>171,263.00</b>	<b>115,804.94</b>	<b>32.5</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING NOVEMBER 30, 2018**

**GARBAGE FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>GARBAGE EXPENDITURES</b>					
54-40-100 PERSONNEL SERVICES	4,160.00	17,389.99	40,158.00	22,768.01	43.3
54-40-106 OVERTIME	.00	.00	250.00	250.00	.0
54-40-130 EMPLOYEE BENEFITS	1,941.37	7,876.34	12,438.00	4,756.66	61.6
54-40-280 INSURANCE	.00	7,981.82	10,000.00	2,038.08	79.6
54-40-380 CONTRACT LABOR	1,251.25	4,413.75	.00	( 4,413.75)	.0
54-40-450 EQUIPMENT/SUPPLIES	108.38	1,683.79	15,000.00	13,336.21	11.1
54-40-480 SUPPLIES	.00	85.78	1,000.00	904.22	8.6
54-40-470 VEHICLE EXPENSE	.00	12,152.50	2,500.00	( 9,652.50)	486.1
54-40-475 FUEL	1,380.33	3,343.72	1,900.00	( 1,443.72)	176.0
54-40-810 EQUIPMENT MAINTENANCE	.00	1,576.70	.00	( 1,576.70)	.0
54-40-850 AUDIT	.00	.00	6,021.00	6,021.00	.0
54-40-821 LANDFILL PAYMENT	5,561.38	28,071.04	42,000.00	15,928.96	62.1
54-40-840 GARBAGE CAPITAL OUTLAY	.00	.00	40,000.00	40,000.00	.0
<b>TOTAL GARBAGE EXPENDITURES</b>	<b>14,382.70</b>	<b>82,348.53</b>	<b>171,283.00</b>	<b>88,914.47</b>	<b>48.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>14,382.70</b>	<b>82,348.53</b>	<b>171,283.00</b>	<b>88,914.47</b>	<b>48.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 3,352.70)</b>	<b>( 28,690.47)</b>	<b>.00</b>	<b>28,690.47</b>	<b>.0</b>



TOWN OF HUACHUCA CITY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>REVENUE</b>					
65-30-100 INTEREST EARNINGS	.00	.00	250.00	250.00	.0
65-30-200 SALES - LANDFILL	108,811.87	508,042.32	1,274,912.00	788,889.68	39.7
65-30-201 LATE PENALTIES	.00	.00	1,000.00	1,000.00	.0
65-30-205 MISC.REVENUE	120.00	1,105.00	600.00	( 505.00)	184.2
65-30-208 ROLL-OFF TRUCK FUND	.00	.00	50,000.00	50,000.00	.0
65-30-210 TIPPING FEES	15,541.31	58,438.10	130,000.00	71,561.90	45.0
<b>TOTAL REVENUE</b>	<b>124,272.98</b>	<b>586,585.42</b>	<b>1,458,782.00</b>	<b>891,176.58</b>	<b>38.8</b>
<b>SOURCE 36</b>					
65-36-400 SALE OF FIXED ASSETS	.00	.00	120,000.00	120,000.00	.0
65-36-405 RECYCLE	.00	1,394.40	2,000.00	605.60	69.7
<b>TOTAL SOURCE 36</b>	<b>.00</b>	<b>1,394.40</b>	<b>122,000.00</b>	<b>120,605.60</b>	<b>1.1</b>
<b>TOTAL FUND REVENUE</b>	<b>124,272.98</b>	<b>586,979.82</b>	<b>1,578,782.00</b>	<b>1,011,782.18</b>	<b>38.9</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LANDFILL EXPENDITURES</b>					
55-40-100 PERSONNEL SERVICES	14,027.01	60,872.88	388,838.00	278,985.32	24.6
55-40-102 NEW HIRE	.00	70.00	.00	( 70.00)	.0
55-40-105 OVERTIME	585.50	1,882.97	8,000.00	6,337.03	20.8
55-40-110 UNIFORM EXPENSE	535.90	2,741.31	7,000.00	4,258.69	39.2
55-40-130 EMPLOYEE BENEFITS	8,618.28	42,895.88	147,105.00	104,409.12	28.0
55-40-250 ADVERTISING	.00	400.00	250.00	( 150.00)	160.0
55-40-285 BANK COSTS/FEES	.00	8,078.51	15,000.00	6,921.49	53.9
55-40-280 INSURANCE	.00	7,961.92	36,000.00	28,038.08	22.1
55-40-290 OFFICE SUPPLIES	.00	262.05	250.00	( 12.05)	104.8
55-40-337 PROPERTY LEASE	47,800.00	238,000.00	571,193.00	333,193.00	41.7
55-40-340 UTILITIES	983.30	5,227.53	13,000.00	7,772.47	40.2
55-40-350 SAFETY EQUIPMENT	.00	.00	250.00	250.00	.0
55-40-360 CONTRACT LABOR	2,004.05	15,817.24	28,000.00	12,182.76	66.6
55-40-385 CONTRACT SERVICES ENTEC	.00	478.37	25,000.00	24,523.63	1.9
55-40-480 MAINTENANCE & SUPPLIES	3,508.27	27,153.31	35,000.00	7,846.69	77.6
55-40-470 VEHICLE EXPENSE	.00	80.00	500.00	420.00	18.0
55-40-475 FUEL EXPENSE	7,833.34	29,887.25	77,855.00	47,967.75	38.4
55-40-478 FUEL DEISEL	.00	7,180.10	.00	( 7,180.10)	.0
55-40-480 COMPUTER EXPENSE	915.78	1,742.40	2,000.00	257.80	87.1
55-40-500 BUILDING MAINTENANCE	23,534.00	24,294.00	250.00	( 24,044.00)	9717.6
55-40-510 LAB FEES	.00	2,316.00	5,000.00	2,684.00	45.3
55-40-515 ENGINEERING SERVICES	.00	900.00	5,000.00	4,100.00	18.0
55-40-518 ADEQ FEES	.00	2,001.00	15,000.00	12,999.00	13.3
55-40-810 EQUIPMENT MAINTENANCE	975.10	62,518.39	60,000.00	( 2,518.39)	104.2
55-40-850 PROFESSIONAL SERVICES	.00	803.33	6,021.00	5,217.67	13.3
55-40-880 TRAVEL - TRAVEL/TRAINING	.00	.00	250.00	250.00	.0
55-40-705 CAPITAL LEASE	9,431.50	47,157.50	95,000.00	47,842.50	49.6
55-40-840 LANDFILL CAPITAL OUTLAY	.00	.00	3,000.00	3,000.00	.0
55-40-841 ROLL-OFF TRUCK G.F. REIMBURSE	.00	.00	50,000.00	50,000.00	.0
55-40-855 METHANE MONITORING	.00	732.12	3,000.00	2,267.88	24.4
<b>TOTAL LANDFILL EXPENDITURES</b>	<b>118,230.03</b>	<b>621,031.86</b>	<b>1,578,762.00</b>	<b>957,730.14</b>	<b>39.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>118,230.03</b>	<b>621,031.86</b>	<b>1,578,762.00</b>	<b>957,730.14</b>	<b>39.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>6,042.95</b>	<b>( 54,052.04)</b>	<b>.00</b>	<b>54,052.04</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018**

**CAMP NACO**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>					
<b>73-30-850 GRANT REVENUES</b>	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL REVENUE</b>	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL FUND REVENUE</b>	.00	.00	10,000.00	10,000.00	.0

TOWN OF HUACHUCA CITY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2018

CAMP NACO

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>EXPENDITURES</u></b>					
73-40-850 AUTHORIZED EXPENDITURES	110.11	550.73	10,000.00	9,449.27	5.5
TOTAL EXPENDITURES	110.11	550.73	10,000.00	9,449.27	5.5
TOTAL FUND EXPENDITURES	110.11	550.73	10,000.00	9,449.27	5.5
NET REVENUE OVER EXPENDITURES	( 110.11)	( 550.73)	.00	550.73	.0

5 Dec 2018


To Whom It may concern;

As you know, Huachuca United Methodist Church burned, so much so that we the congregation are unable to use the Church building at this time. Huachuca City was gracious enough to rent us The Huachuca City Community Center for \$50.00 every Saturday. Which we gratefully accepted. The problem is our congregation is shrinking. Some of the member feel they need to attend a church and not a place. They will attend again when our Church is rebuilt. In the meantime, our finances are in worse shape than ever. and we do not see a rise in attendance in the near future. However, we want to keep the few members that are coming to worship.

I hereby respectfully request you to look into the possibility of lowering the weekly amount that have to pay for use of the community center. It would be greatly appreciated.

Respectfully yours

Doris Lehman

A handwritten signature in black ink that reads "Doris Lehman". The signature is written in a cursive style with a large initial "D".



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## **RESOLUTION NO. 2018-26**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL PARTNER AGREEMENT WITH COCHISE COUNTY AND SIERRA VISTA FOR COOPERATION IN EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES.

**WHEREAS**, the Town requires dispatching services for its police and other emergency responders; and

**WHEREAS**, Cochise County (the "County") and the City of Sierra Vista ("Sierra Vista"), in a desire to improve dispatch services in the County and minimize response time for law enforcement, fire and emergency medical services, thus providing better public service; and desiring to improve efficiencies in how dispatch services are provided and achieve an economy of scale to eventually reduce the overall cost of dispatch services to multiple jurisdictions within the County, entered into an agreement to consolidate dispatch services in Cochise County through the creation of a consolidated emergency services communication center known as the "Southeastern Arizona Communications Center ("SEACOM"); and

**WHEREAS**, SEACOM became operational on July 18, 2018; and

**WHEREAS**, in establishing SEACOM, both the County and Sierra Vista anticipated that additional municipalities, like the Town, would join SEACOM as participants; and

**WHEREAS**, attached hereto as Exhibit "A" and incorporated herein by this reference, is an Intergovernmental Agreement, pursuant to which, the Town will join the SEACOM as a partner; and

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

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

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

**Section 1.** The Town is hereby authorized to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

**Section 3.** The Town staff is hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

**Section 4.** The Town agrees to be a municipal "Partner," pursuant to the terms of the agreement entered into between the County and Sierra Vista to form the SEACOM.

**Section 5.** The Town agrees to be bound by the Bylaws of the SEACOM as they may be amended from time to time.

**Section 6.** The Town hereby appoints the Town Manager to be the Town's representative on the SEACOM Board of Directors.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Huachuca City, Arizona, this 13<sup>th</sup> day of December, 2018.

ATTEST:

\_\_\_\_\_  
Johann Wallace, Mayor

Approved as to Form:

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

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

*[Dispatch Partner Agreement must be attached.]*

**Partner Agreement Between  
Huachuca City ("Participant") and SEACOM for  
Regional 911 Communications**

**WHEREAS**, dispatch services for law enforcement, fire, and emergency medical services in Cochise County have been provided separately by Cochise County, each independent municipality, and several fire districts; and

**WHEREAS**, Cochise County (the "County") and the City of Sierra Vista ("Sierra Vista"), in a desire to improve dispatch services in the County and minimize response time for law enforcement, fire and emergency medical services, thus providing better public service; and desiring to improve efficiencies in how dispatch services are provided and achieve an economy of scale to eventually reduce the overall cost of dispatch services to multiple jurisdictions within the County, entered into an IGA (the "IGA") to consolidate dispatch services in Cochise County through the creation of a consolidated emergency services communication center known as the "Southeastern Arizona Communications Center ("SEACOM"); and

**WHEREAS**, SEACOM became operational on July 18, 2018; and

**WHEREAS**, in establishing SEACOM, both the County and Sierra Vista anticipated that additional municipalities, fire districts and other entities would join SEACOM as Participants, either as a Partner (municipality) or as a Subscriber (fire district), as those terms are defined in the IGA; and

**WHEREAS**, concurrent with execution of this Agreement, the Partner has accepted the IGA (Exhibit A) to agree to become a Partner; and

**WHEREAS**, the parties hereto have the authority to enter into this Agreement pursuant to A.R.S. § 11-952.

**NOW, THEREFORE**, the Participant, Huachuca City, for itself and through Sierra Vista as Fiscal Agent, hereby agree as follows:

1. The Participant is hereby deemed a Partner under the IGA.
2. Most of the obligations of and benefits to the parties are set forth in the IGA, which is incorporated herein by reference.
3. The term of this Agreement commences February 1, 2019 and terminates January 31, 2024. Either party may terminate this Agreement before said termination date only upon the terms set forth in the IGA.
4. To participate in SEACOM for the FY2018-19 (July 1, 2018 – June 30, 2019), the Participant will pay the amount of \$34,145.84, which is based on the metric attached hereto as Exhibit B and the estimated SEACOM budget set forth in Exhibit C.
5. To participate in SEACOM for FY2019-20 (July 1, 2019 – June 30, 2020), the Participant will pay the amount of \$81,950.00, which is based on the metric attached hereto as Exhibit B and the estimated SEACOM budget set forth in Exhibit C.



6. For the following two years, through the end of FY2020-21, the Participant will pay the amount according to the metric on Exhibit B.
7. At least six months before the end of FY2020-21, based on the considerations set forth in Section IV of the IGA, the SEACOM Board may provide all Participants with a proposed revised metric and an opportunity to provide comments on and input into the proposed metric. To enable Partners and Participants to prepare their budgets for FY2020-21 and subsequent years, the Board will approve a revised metric no later than March 31, 2020. If a revised metric is not approved, the metric set forth on Exhibit B shall remain in effect.

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement on the dates indicated below.

**APPROVED:**

**APPROVED:**

CITY OF SIERRA VISTA, as Fiscal Agent:

SEACOM:

By: \_\_\_\_\_  
 Rick Mueller, Mayor                      Date  
 Sierra Vista City Council

By: \_\_\_\_\_  
 Chuck Potucek, Chair                      Date

**ATTEST:**

By: \_\_\_\_\_  
 Arlethe G. Rios, Clerk                      Date  
 Board of Supervisors

CITY OF HUACHUCA CITY

**APPROVED:**

TOWN OF HUACHUCA CITY

By: \_\_\_\_\_  
 Johann Wallace, Mayor                      Date  
 Town of Huachuca City Council

**ATTEST:**

By: \_\_\_\_\_  
 Jennifer A. Fuller                              Date  
 Town Clerk

In accordance with A.R.S. § 11-952, undersigned counsel has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Britt W. Hanson  
Chief Civil Deputy County Attorney  
Attorney for SEACOM

By: \_\_\_\_\_  
Thomas Benavidez  
Town Attorney

# South Eastern Arizona Communications Funding Model

<b>SEACOM Goal</b>	
<b>Budget:</b>	
Personnel	\$ 2,600,000.00
Radio 'per' Cost	Portable \$ 500.00
O&M	Mobile \$ 1,000.00
	\$ 1,300,000.00

	Status	Population (2017 estimates)	Position Estimate	Position Factor	Radio assessment	Special Assessments	Reduction of Initial Investment for Principals	Total Assessment
<b>Cochise County Entities</b>								
Cochise County	Principal	53,624		\$410,700	\$ 231,000.00	\$ 340,225.00		\$981,925
Sierra Vista*	Principal	38,412		\$410,700	\$ 160,500.00	\$ 340,225.00		\$911,425
Douglas	Partner	16,165	2	\$136,900				\$136,900
Bisbee	Partner	5,192	1	\$68,450	\$ 59,500.00			\$127,950
Huachuca City	Partner	1,729	1	\$68,450	\$ 13,500.00			\$81,950
Tombstone	Partner	1,296	1	\$68,450	\$ 15,500.00			\$83,950
Willcox	Partner	3,501	1	\$68,450	\$ 31,000.00			\$99,450
Benson	Partner	4,837	1	\$68,450				\$68,450
<b>Taxing Fire Districts</b>								
Fry Fire District	Subscriber	14,000			\$ 30,000.00			\$ 30,000.00
Sunlites-Pearce Fire District	Subscriber	7,000			\$ 17,500.00			\$ 17,500.00
Whetstone Fire District	Subscriber	3,500			\$ 17,500.00			\$ 17,500.00
Palomitas Fire District	Subscriber	2,600			\$ 17,500.00			\$ 17,500.00
<b>Non-Traditional Agencies</b>								
Fort Huachuca Spillman housing	Subscriber					\$ 18,000.00		\$ 18,000.00
National Park Service	Subscriber				\$ 7,500.00			\$ 7,500.00
Fort Huachuca	Subscriber	4,500						
US Marshalls	Subscriber							
ADPS	Partner							
<b>TOTALS</b>		<b>124,756</b>			\$ 601,000.00	\$ 698,450.00		\$ 2,600,000.00

**\$68,450**

**\$1.3 Million per position**  
 19 Positions - Average \$21.79  
 \*population does not include Fort Huachuca's permanent residents

**Number of Radios****Total**

<b>CCSO</b>	<b>Portables</b>	<b>164</b>	<b>313</b>
	<b>Mobiles</b>	<b>149</b>	
<b>Tombstone MO</b>	<b>Portables</b>	<b>9</b>	<b>20</b>
	<b>Mobiles</b>	<b>11</b>	
<b>US Marshalls</b>	<b>Portables</b>	<b>64</b>	<b>64 NFT</b>
	<b>Mobiles</b>		
<b>AZDPS</b>	<b>Portables</b>	<b>13</b>	<b>13 NFT</b>
	<b>Mobiles</b>		
<b>Sierra Vista</b>	<b>PD Portables</b>	<b>96</b>	<b>222</b>
	<b>PD Mobiles</b>	<b>80</b>	
	<b>FD Portables</b>	<b>27</b>	
	<b>FD Mobiles</b>	<b>19</b>	
<b>Fry Fire</b>	<b>Portables</b>	<b>20</b>	<b>40</b>
	<b>Mobiles</b>	<b>20</b>	
<b>Huachuca City</b>	<b>Portables</b>	<b>9</b>	<b>18</b>
	<b>Mobiles</b>	<b>9</b>	
<b>Bisbee</b>	<b>Portables</b>	<b>47</b>	
	<b>Mobiles</b>	<b>36</b>	
<b>Whetstone FD</b>	<b>Portables</b>	<b>15</b>	
	<b>Mobiles</b>	<b>10</b>	
<b>Sunsites FD</b>	<b>Portables</b>	<b>15</b>	
	<b>Mobiles</b>	<b>10</b>	
<b>Palominas FD</b>	<b>Portables</b>	<b>15</b>	
	<b>Mobiles</b>	<b>10</b>	
<b>US Park Service</b>	<b>Portables</b>	<b>5</b>	
	<b>Mobiles</b>	<b>5</b>	
<b>Douglas</b>	<b>Portables</b>		
	<b>Mobiles</b>		
<b>Willcox</b>	<b>Portables</b>	<b>24</b>	
	<b>Mobiles</b>	<b>19</b>	
<b>Benson</b>	<b>Portables</b>		
	<b>Mobiles</b>		
<b>Fort Huachuca</b>	<b>Portables</b>		
	<b>Mobiles</b>		

**First Amended  
Intergovernmental Agreement Between  
Cochise County ("County") and  
the City of Sierra Vista ("City") for  
Regional 911 Communications and Establishment of the  
Southeastern Arizona Communications Center (SEACOM)**

**WHEREAS**, dispatch services for law enforcement, fire, and emergency medical services in Cochise County are presently provided by the County and each independent municipality; and

**WHEREAS**, the parties desire to improve dispatch services in the County and minimize response time for law enforcement, fire and emergency medical services, thus providing better public service; and

**WHEREAS**, the parties desire to improve efficiencies in how dispatch services are currently provided and achieve an economy of scale to eventually reduce the overall cost of dispatch services to multiple jurisdictions within the County; and

**WHEREAS**, the County and the City are both authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for services or joint exercise of powers common to their respective jurisdictions; and

**WHEREAS**, both the County and the City are authorized to spend public monies for and in connection with the provision of 911 emergency communications and other public safety dispatching services; and

**WHEREAS**, County and the City conclude that it is in their common interest to contribute to and partner on the establishment and operation of a joint regional communication center for the benefit of both organizations and the communities they serve; and

**WHEREAS**, the County and the City desire to provide mechanisms that would allow other entities in Cochise County to utilize the joint regional communication center for 911 emergency communications and other public safety dispatching services, and

**WHEREAS**, the County and City desire to clarify and amend the governing structure of the Board of the Southeastern Arizona Communications Center ("SEACOM") that is established pursuant to the IGA and make certain other changes.

**NOW, THEREFORE**, the parties to this Agreement hereby resolve to act jointly and cooperatively consistent with their independent authority to consolidate dispatch services in Cochise County through the creation of a consolidated emergency services communication center to be known as the SEACOM and the operation of such as a 911 dispatch and communications center pursuant to A.R.S. § 11-952.

## **I. PURPOSE**

This Intergovernmental Agreement establishes SEACOM as a joint endeavor between the County and City, with the following objectives:

A. To save lives with efficient and effective emergency call processing time and protocols in order to minimize response times to emergency incidents.

B. To provide essential emergency and non-emergency communication services to emergency responders.

C. Where possible, to consolidate emergency communication and dispatching services for the County, City and other municipalities and fire districts in Cochise County in order to provide efficient and cost effective services to all participating jurisdictions' citizenry.

D. To enhance emergency communication between emergency responder personnel of local governments and fire districts for the benefit of their respective citizenry.

E. To meet all federal and state requirements in the provision of emergency communications.

F. To provide for appropriate oversight of SEACOM for all participating jurisdictions.

G. To provide an outline for the addition or withdrawal of parties to SEACOM (with further detailed mechanisms to be set forth in the SEACOM bylaws).

## **II. JOINT EXERCISE OF POWERS--PARTICIPANTS**

The SEACOM shall exist as an organization consisting of the following participants, which will jointly exercise their powers pursuant to A.R.S. § 11-952:

**A. Principals.** The City and County shall be known as "Principals" as its initial signatories, and shall have an ongoing responsibility for the long-term success of the consolidated dispatch operations. Both entities shall have voting representation on the SEACOM Board of Directors as more specifically set forth in Section V of this Agreement.

**B. Partners.** Additional municipal participants shall be known as "Partners" and shall have voting representation on the SEACOM Board of Directors as more specifically set forth in Section V of this Agreement. Any governmental entity that receives 911 calls and provides comprehensive dispatching services to the employees of its agency/organization shall be eligible to participate in SEACOM as a Partner.

**C. Subscribers.** Additional governmental participants that elect by contract or agreement to receive services from SEACOM and shall participate on a "fee for service" basis consistent with the policies established by the SEACOM Board of Directors shall be known as "Subscribers." Subscribers shall not have representation on the SEACOM Board except as expressly allowed in Section V of this Agreement.

**D. Participants.** All Principals, Partners and Subscribers, as they may be so constituted from time to time, are herein collectively referred to as "Participants," and individually as "Participant."

**E. Board of Directors.** SEACOM shall be governed by a Board of Directors as more specifically delineated in Section V of this Agreement.

### **III. SEACOM OPERATIONS**

The operations of SEACOM will be conducted under the following general conditions, subject to more specific operational procedures and policies established and approved by the SEACOM Board of Directors:

**A. Facility.** SEACOM will be located at 1728 Paseo San Luis, Sierra Vista in a building solely owned by the County. The County will retain ownership and be responsible for ongoing maintenance of the building.

#### **B. Equipment, Technology and Software.**

a. All new equipment needed to commence and sustain the operations of SEACOM will be acquired by the County, including but not limited to computer hardware; phones and other dispatching equipment; copy/fax machines; communication towers, antennas and repeaters; etc. All equipment existing as of the formation of SEACOM shall continue to be owned by whichever entity then owned it.

b. Ownership of any equipment relocated from the City to SEACOM will continue to be owned by the City until the end of its useful life, and any equipment relocated from the County to SEACOM will continue to be owned by the County until the end of its useful life.

c. SEACOM will be responsible for maintenance of all equipment used in the operation of the joint dispatching center commencing with the start date of the agreement, regardless of current ownership.

d. Replacement or upgraded equipment shall be the responsibility of SEACOM.

e. Acquisition, maintenance, replacement and ownership of all equipment needed by law enforcement or other first responder personnel to participate in the joint dispatching operation from within the field is the sole responsibility of each Participant. This includes but is not limited to radios, mobile data terminals, tablets, communication towers and cellular or other telephone devices. All communication towers in place by December 1, 2016 shall remain the sole responsibility of the Participant that owns said towers.

f. Each Participant will be responsible for integrating its record management system with SEACOM, with all jurisdiction costs for equipment and software required for integration the responsibility of each Participant.

g. SEACOM shall use Spillman as the software system for all operations of the communications functions. Any change from the use of this vendor for SEACOM operations shall

require a two thirds (2/3) vote of the Board, only following a detailed written analysis by the Director and the review and recommendation of the Operations Committee.

h. Each Participant shall obtain, update and maintain appropriate Spillman licenses and associated hardware required to integrate with SEACOM at the Participant's sole expense.

i. Participants shall obtain written approval by the Director for any software enhancements to the agency's communications system that require connection to or integration with the SEACOM system or infrastructure. Such approval shall not be unreasonably withheld, but any additional costs to SEACOM associated with such Participant-requested enhancements shall be the sole responsibility of the benefitting agency.

j. Each Participant shall retain responsibility and authority for its operational departments and for such equipment and services as are necessary at its place of operations to interconnect to SEACOM.

### **C. Personnel.**

a. SEACOM will retain all current dispatch employees of the County and City, subject to the supervision and discipline of the SEACOM Director and the oversight of the SEACOM Board. The relationship and responsibilities among SEACOM, such current employees, and their current employers, and personnel rules shall be set forth more fully in the SEACOM Bylaws.

b. SEACOM may hire qualified personnel who currently are employed by a Participant (other than the County or City). SEACOM may hire other qualified personnel. Beginning December 11, 2018, all personnel working for SEACOM, or subsequently hired by SEACOM, shall become employees of the City as fiscal agent, and subject to the City's merit and other personnel and HR rules and regulations.

**D. Responsibilities.** SEACOM shall perform the following services along with all ancillary tasks required to provide said services:

a. Effectively receive calls for routine and emergency assistance based on structured call intake protocols, and coordinate response resources to those calls for service through the appropriate Participant in accordance with policies and procedures established and approved by the SEACOM Board.

b. Provide all Participants with a single contact point for the notification of emergencies and receipt of emergency assistance request, and for the control of coordinated dispatch for law enforcement, fire and EMS.

c. Provide the public and field response agencies with highly trained, certified and/or credentialed dispatch personnel who strive to provide the best service possible to all parties involved.

d. Accurately collect and preserve data from emergency calls and related information in accordance with state laws, Participant needs, and policies and procedures established and approved by the SEACOM Board.



e. Other responsibilities as determined by operational necessity and approved by the SEACOM Board.

#### **IV. BUDGET AND COST-SHARING**

One of the purposes in establishing SEACOM is to create additional efficiencies and, thus, cost-savings, in operating dispatch services for the County, the City, and other Participants. It is understood and acknowledged that the ability to identify and create such efficiencies and cost-savings may take time as SEACOM becomes operational. It is further understood and acknowledged that the ability to identify and establish an appropriate cost-sharing arrangement among the City, County and other Participants until SEACOM becomes operational is very limited. Accordingly, for the period during FY2017-18 that SEACOM is operational, and very likely for FY2018-19, SEACOM will be operated financially as effectively a merger of City and County operations, with each party contributing the amount they would otherwise have budgeted for their independent dispatch operations. Any amounts not expended during FY2017-18 shall be used as a reserve for future SEACOM operations. During FY2017-18 and FY2018-19, the SEACOM Board shall determine an appropriate budget and cost-sharing arrangement for operations beginning in FY2019-20 (or earlier, if feasible), in accordance with the following principles:

a. The total cost of the operations, capital replacement, capital enhancement and reserve for SEACOM shall be funded entirely by the Participants.

b. The initial investments by the County and City in establishing SEACOM, including the cost of the building, rehabilitation of the building, initial equipment and transition expenses will be excluded from the formula, and thus not charged to Participants, for recovering costs.

c. Future capital replacement, capital enhancement, and reserve funds shall be included in the formula for recovering costs of SEACOM, in addition to ongoing operational costs.

d. Budgeted operational costs shall include reimbursement to the County for building maintenance and for all IT equipment, services and support provided by the County.

e. Total such costs shall be allocated to Participants through an appropriate metric that is based on workload, number of calls, population, number of radios, or a combination thereof, as the Board deems fit. The metric will be reviewed at least every two years and, if appropriate, revised accordingly. Provided, however, that the City Council must annually approve the metric for the City and its contribution to the budget and, likewise, the Board of Supervisors must annually approve the metric for the County and its contribution to the budget.

f. The initial budgeted total costs, and the appropriate metric to cover such costs, shall commence beginning FY2019-20 (or earlier, if feasible). Such budget and metric shall be determined by the SEACOM Board; provided, however, that the determination of the budget and metric shall require the affirmative votes of both the City and the County.

g. Fiscal Year. The fiscal year of SEACOM shall correspond with the City.

## **V. SEACOM BOARD OF DIRECTORS**

**A. Membership.** SEACOM shall be governed by a Board of Directors ("Board"), which may form other committees and sub-committees to assist the Board in the management and operation of SEACOM. Each Principal and Partner shall have one vote and shall select a representative to serve on the Board in a manner of its own choosing. The term of any such representative shall be at least one year. In addition, at such time as at least three fire districts elect to contract for services with SEACOM as Subscribers, the districts shall be entitled to one seat on the Board selected by all said fire district Subscribers jointly, with such representative to serve a term of at least one year. The Chair of the Operations Committee (see below) will also serve on the Board, ex-officio as a nonvoting member. All Members of the SEACOM Board of Directors shall serve without right of proxy and without compensation from SEACOM.

**B. Board Function.** SEACOM, through its Board and as authorized by each Participant's governing board, shall have those powers as set forth in this Agreement and as granted by the Participants, in accordance with Arizona law. The Board shall serve as the policy making body of SEACOM. Among its other duties, the Board shall:

a. Hire and oversee the SEACOM Director who will be responsible for the management and oversight of SEACOM and who shall serve at the pleasure of the Board.

b. Make bylaws and establish rules and regulations governing SEACOM, except that if the Board does not adopt a specific policy, the City's policies shall apply.

c. Hold regular meetings for the purpose of SEACOM business, which at a minimum shall be quarterly, or as set forth in the SEACOM bylaws.

d. Determine the operational and capitalization needs of SEACOM.

e. Establish and approve an annual fiscal year budget of expenditures for a consolidated dispatch, after considering the recommendations of SEACOM's Participants and professional staff, and develop subscription rates and assessments for Principals, Partners and Subscribers in an amount sufficient to cover needed revenues for the SEACOM.

f. Accept, receive and administer grants or other funds or gifts for the purposes of carrying out the functions of this agreement.

g. Develop a Subscribers Use Contract for services, setting forth user fees, charges for delinquencies, and the possibility of adjustments based on use of the SEACOM.

h. Approve policies and standard operating procedures for the operation of SEACOM in consultation with SEACOM's professional staff and the standing SEACOM Operations Committee more specifically defined in Section VI of this Agreement.

i. Consider and resolve questions, issues and disputes presented to the Board regarding services, operations, fees or other issues pertaining to SEACOM.

j. Enter into subscription agreements with third party private ambulance companies, air transport and other private first responders for dispatch services and set rates for such entities.

k. Develop and approve third party contracts for goods and services necessary to fully implement the purposes of this Agreement.

l. After receiving a recommendation from the SEACOM Director, and the SEACOM Operations Committee, approve a staffing plan for SEACOM.

m. Enter into Intergovernmental Agreements with Participant agencies to allow assignment of said agency personnel to SEACOM, and may allow said personnel to apply for promotional opportunities when available.

n. Establish the salary rates and compensation levels of SEACOM employees in consultation with the City as fiscal agent.

o. Acquire equipment and facilities necessary for the operation of the dispatch center.

p. Recognize that as public funds are the source of the SEACOM budget and that SEACOM exists to serve the taxpayers and residents of the Participants, and as such, transparency in the operations of the SEACOM is a paramount consideration. As such, the SEACOM Board shall comply with Arizona's open meeting laws, and shall ensure the organization's records are maintained in accordance with the public records law of the State of Arizona.

q. Ensure that SEACOM has sufficient liability, property, and other insurance coverage for the operations of the consolidated dispatch center with coverage and limits necessary to protect SEACOM, its Board, and Participants from legal liabilities that may result from the operations of the dispatch center.

r. Recommend, consider and approve the admission of any new Subscribers who formally request to join SEACOM, and determine the terms for their admission. New Subscribers shall only be approved by the Board upon a determination that it is in the best interests of SEACOM.

s. Ensure that the SEACOM complies with all federal and Arizona laws, including the laws applicable to dissemination of criminal history records and medical records.

t. To perform other duties as are relevant to the functions of this Agreement.

## **VI. SEACOM OPERATIONS COMMITTEE**

The Board shall establish a standing committee known as the SEACOM Operations Committee that shall meet regularly with the SEACOM Director to assess and oversee the services of SEACOM and periodically make recommendations to the Board. The Committee shall consist of the Sheriff's Chief Deputy or designee, the chiefs of all police departments and fire departments of Participants; and the chiefs of all fire district Participants, all with equal voting rights in making recommendations; provided, however, that no member of the SEACOM Board can serve on the Operations Committee. The Committee shall be chaired for a one-year term by a member selected

by majority vote of the Operations Committee. In the event a regular Committee Member is unable to attend a meeting, that Participant may designate an alternative Member who may appear and vote in his or her stead.

The SEACOM Operational Committee shall have the following responsibilities:

a. Oversee the transition of dispatch services to the consolidated model, and make determinations as to when the transition is appropriate.

b. Represent the needs of law enforcement, fire service and emergency medical functions and organizations served by SEACOM.

c. Review, draft and recommend policies and standard operating procedures for the operation of SEACOM, subject to approval by the Board as delineated in SEACOM by-laws.

d. Develop and recommend a staffing plan for the operation of SEACOM.

e. Develop and recommend performance benchmarks, standards and goals for the consolidated dispatch center, and monitor on an on-going basis.

f. Develop plans and strategies for the ongoing operation, maintenance and enhancement of the SEACOM facility and equipment.

g. Regularly assess services and recommend operational efficiencies or changes in procedures in order to meet the needs of Participants and comply with relevant laws and requirements.

h. Submit any concerns raised by Operations Committee members that are not addressed by the SEACOM Director to the Board of Directors for review and resolution.

## **VII. SEACOM DIRECTOR**

A. The SEACOM Board shall hire a Director who shall be responsible for the operation, management, hiring, and employee supervision of the staff of the SEACOM dispatch center. The Director shall serve at the pleasure of the Board, and can be dismissed for cause or without cause at any time. The Director shall report to the Board, and shall work closely with the Board, the Operations Committee and any other committees as may be established by the Board regarding all operational issues impacting the dispatch services provided by SEACOM.

B. Responsibilities delegated to the Director by the Board shall include:

a. Serving as the administrative head of SEACOM, responsible for day to day operations.

b. Hiring, supervising, disciplining, and terminating employees; developing performance standards and ensuring personnel are appropriately trained, supervised and evaluated.

c. Preparing a proposed budget for Board approval annually, in coordination with the designated Fiscal Agent.

d. Effectively managing SEACOM operations within the approved annual budget.

e. Procuring services, equipment and supplies as needed for the operation of SEACOM, in accordance with the City's procurement policies and rules and working through the City as Fiscal Agent.

f. Overseeing all SEACOM activities related to call-taking, dispatching, records (custodian), recording, staffing, training, technology, and security.

g. Serving as the designated representative of SEACOM with Participants to resolve issues.

h. Identifying and working with potential future partners and subscribers to enhance participation in SEACOM when advantageous.

i. Participating in a non-voting capacity in meetings of the Board, Operations Committee and any other committees as may be established by the Board; providing advice and/or specific recommendations to the board/committees as may be requested or needed on matters of dispatch operations, administrative and technical (computer and communications systems) issues, and overall management and operations of SEACOM as a joint dispatch center.

j. Developing appropriate long-range plans for consideration by the Operations Committee and Board.

k. Performing all other duties as may be assigned by the SEACOM Board.

l. Follow the SEACOM bylaws, operational policies, procedures, protocols and other actions established by the Board of Directors.

m. Posting meeting notices, advising on open meeting law requirements, and maintaining all records for SEACOM in accordance to State Retention Schedules.

## **VIII. FISCAL AGENT**

The City shall serve as the Fiscal Agent for SEACOM. The Fiscal Agent will assist in managing the financial affairs of SEACOM, in coordination with its Director and Board. The City agrees to perform all customary administrative responsibilities including:

a. Serving as the designated employer of the SEACOM Director, beginning December 11, 2018. The Director will be subject to City rules and regulations governing employment while serving SEACOM and will be eligible for all benefits of City employment.

b. Beginning December 11, 2018, serving as the designated employer of SEACOM staff, administering and managing payroll and employee benefits.

c. Providing financial management and accounting. SEACOM will be treated as an agency fund of the City for accounting, financial reporting and audit purposes. All financial records maintained by the City shall be available for inspection and review by all Participants.

d. Contracting on behalf of SEACOM, in accordance with the City Procurement Policy and Procurement Department. The Fiscal Agent shall be responsible for incurring all liabilities and paying all bills of SEACOM. Persons or entities contracting with SEACOM cannot rely upon, or seek payment from, any Participant or its assets.

e. Acquiring property on behalf of SEACOM.

f. When necessary, suing on behalf of SEACOM, and defending any suit brought against it.

g. Purchase Errors and Omissions insurance to provide coverage for the SEACOM Board of Directors.

h. Assisting the SEACOM Director and Board with:

- i. Preparation of an annual budget;
- ii. Day to day fiscal management;
- iii. Billing and receiving user fees from participants;
- iv. All other related support that is customarily provided to a joint agency as fiscal agent.

i. However, notwithstanding the foregoing, the County shall provide IT support and maintenance of the SEACOM facility.

## **IX. LEGAL REPRESENTATION**

Legal representation of SEACOM shall be provided by an attorney hired by the SEACOM Board. The cost of such representation shall be shared by the Participants in accordance with the membership/fee structure established for the operation of SEACOM.

## **X. DURATION AND TERMINATION**

**A. Term.** This Agreement took effect on September 1, 2017. This Amended IGA shall take effect when approved by both the City Council and the Board of Supervisors. It shall remain in effect through June 30, 2022.

**B. Voluntary Withdrawal.** Thereafter, this IGA will renew automatically from year to year unless terminated, with or without cause by any Participant at least six (6) months prior to the start of the next fiscal year. Because the SEACOM budget will be based on Participant's membership in SEACOM, such termination will not take effect until the end of the fiscal year in which the notice was provided, and the terminating Participant's obligations under this IGA shall continue through the end of the fiscal year. Termination by any Participant does not affect the continuation or validity of this Agreement among other Participants.

a. Time is of the essence in giving notice of termination and/or withdrawal. The termination notice must be approved by the governing board of the terminating Participant. The termination must be in writing and sent by both email and hardcopy to the SEACOM Director and Chair of the SEACOM Board, received by both of them before six (6) months prior to the start of the next fiscal year.

b. Notwithstanding the foregoing, a Principal's participation may be terminated by the SEACOM Board at any time for delinquencies of at least 180 days in payments of user fees.

c. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to SEACOM's personal or real property, unless otherwise provided by the Board; provided further that this forfeit of rights shall not apply to personal property on loan to the SEACOM from the terminating or withdrawing Principal. Upon termination, the terminating Participant shall promptly return any and all SEACOM equipment or other assets in its possession.

d. The termination and/or withdrawal of a Participant shall not discharge or relieve any Participant of its obligations to SEACOM to pay user fees owed up to the time of the effective date of termination or withdrawal.

e. SEACOM Subscriber Use Contracts or subsequent Agreements shall provide for similar notice and conditions for termination and withdrawal.

**C. Termination of Participants.** Any Participant that meets one or more of the conditions listed below shall be considered to have involuntarily withdrawn from SEACOM and their participation may be terminated.

- i) Nonpayment of fees for more than ninety (90) days;
- ii) The refusal to be bound by any of its obligations under this IGA or the Bylaws; or
- iii) The refusal to be bound by policies, procedures, written directives or standard operating procedures approved by the Board.

**D.** The SEACOM Board, by majority vote, shall determine whether to terminate a Participant. The Board shall provide a ninety (90) day written notice to the defaulting Participant sent via certified mail and email to the Participant's Board representative or, if the Participant has no Board representative, to the Chair of the Participant's governing body. If the defaulting Participant is represented on the SEACOM Board, that representative shall count for purposes of the quorum but shall not be entitled to vote on termination.

**E.** The SEACOM Board of Directors will convene a meeting within thirty (30) days after the termination notice has been sent and, after giving the Participant an opportunity to be heard, shall make a final determination of termination. If the defaulting Participant is represented on the SEACOM Board, that representative shall count for purposes of the quorum but shall not be entitled to vote on termination.

**F.** After termination, the terminated Participant shall continue to be responsible for:

- i) Payment of its share of operational costs through the end of SEACOM's current fiscal year on the effective date of its termination;

- ii) Continuing compliance with any contractual obligations it has separately signed with SEACOM; and
- iii) The prompt return of any and all SEACOM assets and equipment in its possession.

## **XI. WAIVER**

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

## **XII. ENTIRE AGREEMENT**

This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

## **XIII. RIGHTS OF THE PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

## **XIV. INDEMNIFICATION**

Each Principal and the SEACOM Board ("Indemnitor") shall indemnify, defend, and hold harmless the other Principals and the SEACOM Board (as "Indemnitee") from and against any and all claims, losses, liability, damages, costs or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of employment claims, bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this section shall survive termination of this Agreement. If a Claim or Claims becomes subject to this Indemnity section, the Principals or SEACOM Board, through its Director, that are parties to the Claim(s) shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense and money damages. Nothing herein shall be construed to modify the gross negligence standard applicable to emergency medical technicians or paramedics as otherwise set forth in statute.

## **XV. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.



B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

## **XVI. DISPUTE RESOLUTION**

A. The laws of the State of Arizona shall govern this Agreement and, in the event of litigation, venue shall be in Cochise County, Arizona.

B. In the event a party initiates action to enforce its rights hereunder, the substantially prevailing party shall recover from the non-prevailing party its expenses, court and/or arbitration costs, including taxed and untaxed costs, and reasonable attorneys' fees.

C. Time shall be of the essence for all performance required hereunder.

D. Notwithstanding the foregoing, if a dispute arises out of or relates to the Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to first try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Cochise County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

## **XVII. NOTICES**

Any notices required under this Agreement shall be mailed, by first class mail to, and be effective upon actual receipt by:

A. For the County of Cochise:

County Administrator  
1415 Melody Lane, Bldg G  
Bisbee, AZ 85603

B. For the City of Sierra Vista:

City Manager  
1011 N. Coronado Drive  
Sierra Vista, AZ 85635

**XVIII.** This Agreement may be cancelled as provided in A.R.S. § 38-511, pursuant to the terms of that statute.

**XIX.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

**XX.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration

Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

XXI. The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

**XXII. APPROVAL OF THE PARTIES**

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by Chairman of its Board of Supervisors and attested to by the Clerk of said Board; and the CITY has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

THIS AGREEMENT IS ENTERED INTO this 23<sup>rd</sup> day of October, 2018, by:

**APPROVED:**

**APPROVED:**

COUNTY OF COCHISE:

CITY OF SIERRA VISTA:

By: Peggy Judd 10/23/18  
Peggy Judd, Chair Date  
Board of Supervisors

By: \_\_\_\_\_  
Frederick W. Mueller, Mayor Date  
City of Sierra Vista

**ATTEST:**

**ATTEST:**

By: Arlene G. Rios 10/23/18  
Arlene G. Rios, Clerk Date  
Board of Supervisors

By: \_\_\_\_\_  
Jill Adams, City Clerk Date  
City of Sierra Vista

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Britt W. Hanson  
Chief Civil Deputy County Attorney

By: \_\_\_\_\_  
Nathan Williams  
City Attorney

**HUACHUCA CITY SENIOR CENTER OPERATING AND LICENSE AGREEMENT**

This Operating and Lease Agreement (the "Agreement") dated this 8th day of November, 2018, is between the Town of Huachuca City, herein referred to as "Local Government" and HCSC MANAGEMENT, an Arizona nonprofit corporation, herein referred to as "Service Provider," (together referred to as the "Parties").

**RECITALS**

WHEREAS, Local Government has a senior center facility, located at 504 N. GONZALES BLVD., in Huachuca City ["Senior Center"]; and

WHEREAS, Service Provider has been providing services to the Local Government's senior residents for many years, at the Senior Center; and

WHEREAS, Local Government wishes to formalize its relationship with Service Provider and recover some of Local Government's costs of operating and maintaining the Senior Center.

**NOW, THEREFORE**, in consideration of the forgoing Recitals, the Parties agree as follows:

**TERMS**

**1. Governing Law**

. This Agreement is subject to the laws of the State of Arizona, and all applicable federal and local laws and ordinances.

**2. Scope of Work—Premises**

The Service Provider shall use the Senior Center to provide the Local Government with the services described in Section 4, below, and shall also be responsible for the following expenses:

Check which Party is responsible for the following:

- Local Government  Service Provider - Air Conditioning
- Local Government  Service Provider - Cable
- Local Government  Service Provider - Electricity
- Local Government  Service Provider - Gas
- Local Government  Service Provider - Heat
- Local Government  Service Provider - Internet
- Local Government  Service Provider - Sewer
- Local Government  Service Provider - Water
- Local Government  Service Provider - Insurance (Rental)
- Local Government  Service Provider – Maintenance and Repairs

The Service Provider shall be responsible for a repair event whose cost is less than \$5,000. A repair event exceeding \$5,000, and which is not attributable to the negligent or intentional acts of Service Provider or its volunteers, invitees or guests, shall be the responsibility of the Local Government.

**3. Compensation**

In lieu of compensation to the Service Provider for its provision of the services described in Section 4, below, the Local Government will provide use of the Senior Center without license charge or rental payment.

In the event that Service Provider fails to provide the services, then Service Provider shall pay a license fee to Local Government. The license fee shall be based upon fair market value of \$2,494 per month, which is \$29,930 per year. The fee shall be provided as an in-kind contribution and shall be due by August 30th of each year during the term of this Agreement. See Attachment C for market comparison of rents.

**4. Scope of Work—Use of Property**

The Service Provider shall use the Senior Center for the sole purpose of providing services to the Local Government’s senior residents, which services are identified in Attachment “A” incorporated herein by reference [“Senior Citizens Services”]. At all relevant times, the Local Government shall retain ownership of the Senior Center and the Service Provider may only use it for the Senior Citizens Services.

If the Service Provider proposes to use one of Local Government’s vehicle’s or other equipment items in providing the Senior Citizens Services, fill in the identification numbers or other government inventory numbers here, \_\_\_\_\_.

Check which Party is responsible for the following expenses associated with the above vehicles or equipment:

- Local Government  Service Provider – Maintenance and Repairs
- Local Government  Service Provider - Insurance
- Local Government  Service Provider - Fuel
- Local Government  Service Provider – Other

The Service Provider shall report quarterly on April 15, July 15, October 15 and January 15, the services provided in the immediately preceding quarter on a form as attached on Exhibit B (“Reporting Form for Services Provided”), incorporated herein by reference.

**5. Term of Agreement**

a. This Agreement will begin on the 1st day of July 2019 and continue until June 30, 2022. This Agreement may be extended by mutual written agreement of the Parties. Performance of this

Agreement (including any extension) is contingent upon sufficient authority and appropriation granted by the Huachuca City Council.

#### **6. Maintenance and Right of Entry**

During the term of the Agreement, the Local Government shall retain the following rights:

- To enter and inspect the Premises; and
- To exercise its discretion for the use of the Premises for all other activities.

d. All building maintenance will be up to current Town building codes. The Local Government building inspector shall approve all facility repairs before they are made. The Service Provider agrees to maintain the inside of the building in good condition and state of repair, and surrender it the same. The Local Government agrees to maintain the outside of the building in good condition and state of repair at its cost. The Local Government will determine what reasonably justifies what meets good condition and state of repair standards. The Service Provider and the Local Government acknowledge that the restroom facilities of the building are not up to ADA standards as of contract signing. Furthermore the Service Provider agrees to accept the building as is at date of signing.

e.- Service Provider shall not assign, re-lease, sublet, encumber, mortgage, lease or transfer the whole or any part of the premises without first obtaining the prior written consent of the Local Government. Any act or deed purporting to assign, re-lease, sublet, encumber, mortgage, lease or transfer all or part of the premises without prior written consent of the Local Government will be null and void. The Local Government reserves the right to withhold said consent for any reason.

f. The Local Government owns the Senior Center facility, including the walk-in cooler, kitchen sink, stove, fire extinguisher & stainless steel table. Other furnishings & decorations not attached to the building belong to the Service Provider and may be removed upon termination of this Agreement. Removal of non-attached items may in no way do damage to the Senior Center.

#### **6. Termination**

In the event either Party seeks termination of this Agreement at the end of any annual renewal period, such terminating Party must provide a 30-day written notice to the other Party.

In addition, for use of Property, upon termination of this Agreement, the possession of the Property shall revert back to the Local Government, which shall either use the Property or dispose of it pursuant to the requirements set forth in the Huachuca City Town Code. Under no circumstances may the Service Provider or its designee continue to use the Property after the termination of this Agreement or benefit from its sale or disposition in any way.

#### **7. Independent Contractor**

The Service Provider is acting as an independent contractor in providing the Senior Citizen Services under this Agreement, not as an employee. The Parties agree that this Agreement does not create a joint venture or a partnership between them.

#### **8. Modification of Agreement**

Any modifications or amendments to this Agreement will be binding if evidenced in writing signed by each Party.

**9. Notice**

All notices or demands required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties.

**10. Time is of the Essence**

No extension or variation of this Agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.

**11. Integration**

This Agreement contains the entire agreement and understanding by and between the Parties and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

**12. Severability**

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

shall govern.

**13. Indemnification**

Service Provider shall indemnify and hold the Town harmless from any loss, damage or liability, incurred directly or indirectly from the operation and use of the herein described facility, and for any claim made against the Town based upon any alleged negligence in said operation or use thereof.

**15. Compliance**

Service Provider warrants that it shall operate and use the herein described facility in compliance with all local, state, and federal environmental laws, rules, and regulations.

**16. Litigation**

In the event of any dispute which leads to litigation, costs, and reasonable attorneys' fees shall be awarded to the prevailing Party.

**17. Insurance**

The Local Government agrees to insure the Senior Center building and premises against damage. This Insurance policy will only cover the facility and premises, not the contents of the building. The Service Provider shall maintain a renter's insurance policy for all contents in the facility with the Local Government listed as an additional insured. Service Provider shall provide a valid copy of this Insurance policy on date of signing.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_ Johann Wallace, Mayor, Town of Huachuca City

\_\_\_\_\_ Thomas Benavidez, Town Attorney, Town of Huachuca City

\_\_\_\_\_ HCSC MANAGEMENT by Dave Perry, President

**Scope of Work**  
Arizona Department of Economic Security (DES) – Area Agencies on Aging

**17.0 CONGREGATE MEALS**

**17.1 Purpose Statement**

**17.1.1** The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

**17.2 Service Description**

**17.2.1** Taxonomy Definition – A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual in a congregated setting.

**17.2.3** Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link older adults with community-based services and provide resources that give participants choices for physical and health interventions, where available.

**17.2.4** The Older Americans Act as amended in 2008 adopted 1/3 of Dietary Reference Intakes as the meal standard.

**17.2.5** Eligibility Requirements – The Contractor shall provide services are provided to individuals that meet the eligibility requirements described in Chapter 3000, Section 3100 of the DAAS Policy and Procedure Manual, as may be amended.

**17.3 Service Requirements – The Contractor shall provide:**

**17.3.1 Menu planning**

1. Develop cycle menus to be used on a semi-annual basis (every 6 months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus, as served, available for audit inspection for at least one year after the meals have been served. Menus shall also be kept for at least one year at the meal preparation site and the location where the meal was served.
3. Guarantee a mechanism is in place to solicit the advice and expertise of:
  - a. a dietitian or other individual described in paragraph in 17.4
  - b. meal participants, and
  - c. other individuals knowledgeable with regard to the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000, Section 3200
4. Compose menus in the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services "Nutrition, Food Service, and Wellness Manual (2008)" and as amended.
7. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
  - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
  - ii. Plan the menu with a majority as hot meals.
  - iii. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
8. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on a standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving.
  - i. The R.D., Nutritionist, DTR, or CDM shall verify this by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the Arizona Department of Economic Security Division of Aging and Adult Services "Nutrition, Food Service, and Wellness Manual" and as may be amended. ~~from time to time.~~
9. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
10. Plan menus considering the availability of foods during seasons when they are most plentiful.

**17.3.2 Provide meal preparation and service**

1. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which shall be made because of a temporary inability to obtain certain foods shall be selected from the same food group, for example, 1/2 cup carrots for 1/2 cup green beans.



Substitution menus for holidays and special occasions must meet menu requirements. All substitutions shall be documented on the menu for site review.

2. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
3. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
4. Maintain a distinct and physical separation of dining facilities from food preparation facilities.
5. Use facilities and equipment that are suitable and accessible for use by aged and disabled individuals when providing congregate meals.
6. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease.
7. Post menus at the site at least one week in advance, in a location at the site that is clearly accessible and visible to individuals attending the congregate meals site.
8. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
9. Document the number of meals provided each month.
10. Review food service expenditures in order to further cost effective management.
11. Develop and implement an emergency plan to be used when a meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.
12. Give participants an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.
13. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal requirements related to the food service operation.

### 17.3.3

#### Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs.
2. Require that all food handlers pass a course in food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
3. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
4. Document staff certification and training in personnel files.

### 17.3.4

#### Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information shall be backed by credible research. Only materials from reputable sources shall be used such as The American Dietetic Association, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
5. Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site submits to the Contractor an outline of the proposed nutrition education program annually.
7. Document the date, topic covered, name of the presenter and the number of people who attended the nutrition education. Keep documentation available for audit inspection for at least one year at the center/site.

To Whom it May Concern

24 January 2008

We the volunteers of the Huachuca City Senior Center, have decided to no longer use the services of CCS for the congregant meals.

Please discontinue the delivery of food to the Huachuca City Senior Center as of, 13 February, 2008.

Thank You for your Past service.

Sincerely,  
Senior Advisory and Volunteers  
Lena Morlock, President



Jan McCullough, Secretary



Nivian Mondeau, Treasurer



CC: Town of Huachuca City  
Kathleen Heard, Seago  
Leisa Cotton  
Charles Fisher

8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter. Those at high nutritional risk with a score of six or higher are referred to a healthcare professional for nutrition-related counseling.
- 17.3.5 **Social Interaction**
1. Provide activities that encourage social interaction, e.g., recreation and group activities.
  2. Establish and maintain project/site councils to provide input on activities.
- 17.3.6 **Site Monitoring**
1. Monitor on an annual basis the centers/sites for compliance to the scope of work.
  2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
- 17.4 **Licensure/Certification Requirements – The Contractor shall ensure require that:**
- 17.4.1 **Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.**
- 17.4.2 **Nutritionists hold a Bachelor's or Master's degree in food and nutrition.**
- 17.4.3 **Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, in good standing with the Board, and meet continuing education requirements.**
- 17.4.4 **Staffing Standards**
1. Newly hired employees providing congregate meals shall submit three (3) references from persons other than their family members. All references, whether verbal or written, shall be contacted and results documented in the personnel record.
- 17.5 **Performance Measures**
- 17.5.1 **Number of congregate meals served annually.**
- 17.5.2 **Site Council minutes indicate participant input into menu planning.**
- 17.6 **Reporting Unit**
- 17.6.1 **One unit of service equals one meal.**



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## RESOLUTION NO. 2018-35

### **A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, ESTABLISHING A FEE SCHEDULE FOR TRASH SERVICES.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to the Code section 8.05.040, the Town Council may establish fees for trash collection services; and

**WHEREAS**, pursuant to A.R.S. section 9-499.15, the Town Council published notice on its website, sixty days in advance, of its intent to consider adopting and increasing its trash collection service fees; and

**WHEREAS**, the Town Manager has reviewed the costs of providing trash collection services and has determined that the fee schedule, attached hereto as Exhibit "A" and incorporated herein by this reference, is necessary and appropriate to recover those costs; and

**WHEREAS**, the Town Council has determined that it would be in the best interests of the Town and its residents to adopt the fee schedule, attached hereto as Exhibit "A."

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

**SECTION 1.** The Fee Schedule, attached hereto as Exhibit "A," is hereby adopted.

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

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 13<sup>th</sup> DAY OF DECEMBER, 2018.**

**ATTEST:**

\_\_\_\_\_  
**Johann Wallace, Mayor**

**Approved as to Form:**

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

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

**EXHIBIT A**

*[Trash Collection Fee Schedule must be attached]*

## TRASH SERVICE FEE SCHEDULE

### Residential Service

Each Residential Unit (96 gallon)	\$11.95 monthly 1 pickup per week
Town administrative/billing fee	\$2.00 monthly
Total residential monthly billing	\$13.95 monthly per can, 1 pickup per week
Rate for additional trash cans	\$7.00 monthly per can

### Commercial Service

City Commercial Unit (96 gallon)	\$11.95 1x per week	\$20.25 2x per week
Commercial Dumpster Size 1-2 yd	\$43.30 1x per week	\$77.90 2x per week
Commercial Dumpster Size 2-4 yd	\$73.60 1x per week	\$132.50 2x per week
Commercial Dumpster Size 3-6 yd	\$104.00 1x per week	\$187.20 2x per week

### Optional Roll-off service (Residential or Commercial)

Roll-off Service Size 1	\$120.00 (does not include disposal)
Roll-off Service Size 2	\$120.00 (does not include disposal)
Roll-off Service Size 3	\$120.00 (does not include disposal)
Roll-off Delivery Charge	\$50.00
Disposal per ton roll-off	\$35.00 per ton

**Note: Roll-off containers are only allowed for up to 30 days, 3 times per year; residentially.**

Waste Management took over Huachuca City trash service on December 1, 2018 at a rate of \$11.95 per month for once per week pickup for residential trash. Garbage bills will be paid at Town Hall as always as part of the water/sewer/garbage bill. The Town chose to implement a \$2 fee per bill to help cover expenses for garbage billing.

This \$2 monthly fee will produce a monthly revenue of \$1366 monthly based on 683 garbage customers.

However, the revenue produced does not completely cover the billing costs:

**Monthly costs:**

\$227.50	Express Bill Pay (Average)
\$321	Monthly Utility Postage
\$320	Staff Time Utility Bill Packaging ( <i>1 day per month</i> )
\$320	Staff Time Utility Bill Preparing ( <i>2 days per month</i> )
<u>\$800</u>	<u>Staff Time with Utility Customers/Payments (<i>Based on 2 hours daily</i>)</u>
\$1988.50	Total Monthly Costs

**Notes:** *Ink & Printer costs were not included as we cannot set a price on the amount of ink used only on utility billing or the amount of time the printer spends only on utility billing.*

# xpress BILL PAY

# INVOICE

**Invoice To:** Town of Huachuca City  
500 N Gonzales Blvd  
Huachuca City AZ, 85616

**Invoice #:** 36873  
**Date:** 12/1/2018  
**Due Date:** 12/6/2018  
**Terms:** Net 5

**Attention:** Ha Vu  
hvu@huachucacity.gov

**Account #:** [REDACTED]  
**P.O. No.:**

Product / Service Description	Qty	Unit Price	Line Total
EFT Web Transactions	85	0.40	34.00
EFT Return NSF or Account Closed	1	10.00	10.00
Credit/Debit Card Web Transactions	398	0.30	119.40
Online Banking - Bank Bill Pay Transactions	44	0.20	8.80
Account Maintenance Fee	1	19.00	19.00
Support, Maintenance, Hosting - Fee	1	50.00	50.00
<b>Total</b>			<b>\$241.20</b>
<b>Payments/Credit</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$241.20</b>

**\*PLEASE DO NOT SEND A CHECK\***  
Your account will be debited on the 5th of the Month



**NOTICE OF INTENT TO INCREASE RATES AND FEES FOR WATER AND WASTEWATER SERVICES**

Pursuant to A.R.S. 9-511.01, notice is hereby given that the Town of Huachuca City is proposing to increase its water and wastewater service rates, fees and charges. The Town Council will hold a public hearing to receive comments regarding the proposed rate and fee increases on February 14, 2019, at 6:00 p.m., at Town Hall located at 500 N. Gonzales Blvd, Huachuca City, Arizona. After the hearing, the Council may consider and approve a resolution or ordinance adopting the proposed new rates and fees. The specific increase proposals and report are available for public review at Town Hall and on the Town's website: [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

*Post this notice on Town's website immediately after Council meeting of December 13, 2018*

*Date completed: \_\_\_\_\_, by: \_\_\_\_\_*

*Post the rate study report on Town's website not less than 30 days before February 14, 2019*

*Date completed: \_\_\_\_\_, by: \_\_\_\_\_*

*Publish this notice once in newspaper not more than 20 days before February 14, 2019*

*Date completed: \_\_\_\_\_, by: \_\_\_\_\_*

## Water Rate Residential

Service	Average # of Monthly Users	Rate	Monthly	Annual
Monthly Service Charge	655	\$20.00	\$13,100.00	\$157,200
Progressive Tier A 1-1999 Gallons	655	\$3.00	\$1,965.00	\$23,580
Progressive Tier B 2000-2999 Gallons	486	\$3.25	\$1,579.50	\$18,954
Progressive Tier C 3000-3999 Gallons	391	\$3.50	\$1,368.50	\$16,422
Progressive Tier D 4000-4999 Gallons	300	\$3.50	\$1,050.00	\$12,600
Progressive Tier E 5000-5999 Gallons	232	\$3.50	\$812.00	\$9,744
Progressive Tier F 6000-6999 Gallons	182	\$3.50	\$637.00	\$7,644
Progressive Tier G 7000-7999 Gallons	144	\$5.00	\$720.00	\$8,640
Progressive Tier H 8000-8999 Gallons	110	\$5.00	\$550.00	\$6,600
Progressive Tier I 9000-9999 Gallons	91	\$5.00	\$455.00	\$5,460
Progressive Tier J 10,000-10,999 Gallons	76	\$5.00	\$380.00	\$4,560
Progressive Tier K 11,000-Ceiling Gallons	64	\$7.00		\$0
Misc Charges				\$13,139
<b>Total</b>				<b>\$284,543</b>

## Water Rate Commercial

Service	Average # of Monthly Users	Rate	Monthly	Annual
Monthly Service Charge	62	\$22.00	\$1,364.00	\$16,368
Progressive Tier A 1-1999 Gallons	62	\$5.00	\$310.00	\$3,720
Progressive Tier B-2000-2999 Gallons	36	\$5.25	\$189.00	\$2,268
Progressive Tier C-3000-3999 Gallons	32	\$5.50	\$176.00	\$2,112
Progressive Tier D-4000-4999 Gallons	30	\$5.50	\$165.00	\$1,980
Progressive Tier E-5000-5999 Gallons	28	\$5.50	\$154.00	\$1,848
Progressive Tier F-6000-6999 Gallons	26	\$5.50	\$143.00	\$1,716
Progressive Tier G-7000-7999 Gallons	25	\$6.00	\$150.00	\$1,800
Progressive Tier H-8000-8999 Gallons	24	\$6.00	\$144.00	\$1,728
Progressive Tier I-9000-9999 Gallons	23	\$6.00	\$138.00	\$1,656
Progressive Tier J-10,000-10,999 Gallons	22	\$6.00	\$132.00	\$1,584
Progressive Tier K 11,000-Ceiling Gallons	21	\$8.00	\$168.00	\$2,016
Misc Charges				\$0
<b>Total</b>				<b>\$38,796</b>

# Residential/Commercial Projections for Revenues vs. Expenses Option 1

	Revenues w/ 2% Increase "COLA"	Annual Expenses	Profit/Loss		Revenues w/ 3% Increase "COLA"	Annual Expenses	Profit/Loss	Monthly Service Charge
2019	\$323,339	\$258,553	\$64,786	2019	\$323,339	\$258,553	\$64,786	<b>\$20.00</b>
2020	\$329,805.78	\$268,457	\$61,349	2020	\$333,039.17	\$268,457	\$64,582	
2021	\$336,401.90	\$278,776	\$57,626	2021	\$343,030.35	\$278,776	\$64,254	
2022	\$343,129.93	\$289,497	\$53,633	2022	\$353,321.26	\$289,497	\$63,824	
2023	\$349,992.53	\$300,668	\$49,325	2023	\$363,920.89	\$300,668	\$63,253	
2024	\$356,992.38	\$312,298	\$44,694	2024	\$374,838.52	\$312,298	\$62,541	
2025	\$364,132.23	\$324,408	\$39,724	2025	\$386,083.68	\$324,408	\$61,676	
2026	\$371,414.88	\$337,018	\$34,397	2026	\$397,666.19	\$337,018	\$60,648	
2027	\$378,843.17	\$350,151	\$28,692	2027	\$409,596.17	\$350,151	\$59,445	
2028	\$386,420.04	\$363,829	\$22,591	2028	\$421,884.06	\$363,829	\$58,055	
2029	\$394,148.44	\$378,075	\$16,073	2029	\$434,540.58	\$378,075	\$56,466	
2030	\$402,031.41	\$392,216	\$9,815	2030	\$447,576.80	\$392,216	\$55,361	
2031	\$410,072.03	\$408,377	\$1,695	2031	\$461,004.10	\$408,377	\$52,627	
2032	\$418,273.47	\$424,485	(\$6,212)	2032	\$474,834.22	\$424,485	\$50,349	

	Revenues w/ 4% Increase "COLA"	Annual Expenses	Profit/Loss
2019	\$323,339	\$258,553	\$64,786
2020	\$336,272.56	\$268,457	\$67,816
2021	\$349,723.46	\$278,776	\$70,947
2022	\$363,712.40	\$289,497	\$74,215
2023	\$378,260.90	\$300,668	\$77,593
2024	\$393,391.33	\$312,298	\$81,093
2025	\$409,126.99	\$324,408	\$84,719
2026	\$425,492.07	\$337,018	\$88,474
2027	\$442,511.75	\$350,151	\$92,361
2028	\$460,212.22	\$363,829	\$96,383
2029	\$478,620.71	\$378,075	\$100,546
2030	\$497,765.54	\$392,216	\$105,550
2031	\$517,676.16	\$408,377	\$109,299
2032	\$538,383.20	\$424,485	\$113,898

	Revenues w/ 5% Increase "COLA"	Annual Expenses	Profit/Loss
2019	\$323,339	\$258,553	\$64,786
2020	\$339,505.95	\$268,457	\$71,049
2021	\$356,481.25	\$278,776	\$77,705
2022	\$374,305.31	\$289,497	\$84,808
2023	\$393,020.58	\$300,668	\$92,353
2024	\$412,671.60	\$312,298	\$100,374
2025	\$433,305.18	\$324,408	\$108,897
2026	\$454,970.44	\$337,018	\$117,952
2027	\$477,718.97	\$350,151	\$127,568
2028	\$501,604.91	\$363,829	\$137,776
2029	\$526,685.16	\$378,075	\$148,610
2030	\$553,019.42	\$392,216	\$160,803
2031	\$580,670.39	\$408,377	\$172,293
2032	\$609,703.91	\$424,485	\$185,219

## Residential/Commercial Projections for Revenues vs. Expenses Option 2

	Revenues w/ 2%	Annual Expenses	Profit/Loss	Revenues w/ 3%	Annual Expenses	Profit/Loss	Monthly Service Charge
	Increase "COLA" starting 2023			Increase "COLA" starting 2023			
2019	\$323,339	\$258,553	\$64,786	\$323,339	\$258,553	\$64,786	<b>\$20.00</b>
2020	\$323,339	\$268,457	\$54,882	\$323,339	\$268,457	\$54,882	
2021	\$323,339	\$278,776	\$44,563	\$323,339	\$278,776	\$44,563	
2022	\$323,339	\$289,497	\$33,842	\$323,339	\$289,497	\$33,842	
2023	\$329,805.78	\$300,668	\$29,138	\$333,039.17	\$300,668	\$32,371	
2024	\$336,401.90	\$312,298	\$24,104	\$343,030.35	\$312,298	\$30,732	
2025	\$343,129.93	\$324,408	\$18,722	\$353,321.26	\$324,408	\$28,913	
2026	\$349,992.53	\$337,018	\$12,975	\$363,920.89	\$337,018	\$26,903	
2027	\$356,992.38	\$350,151	\$6,841	\$374,838.52	\$350,151	\$24,688	
2028	\$364,132.23	\$363,829	\$303	\$386,083.68	\$363,829	\$22,255	
2029	\$371,414.88	\$378,075	(\$6,660)	\$397,666.19	\$378,075	\$19,591	
2030	\$378,843.17	\$392,216	(\$13,373)	\$409,596.17	\$392,216	\$17,380	
2031	\$386,420.04	\$408,377	(\$21,957)	\$421,884.06	\$408,377	\$13,507	
2032	\$394,148.44	\$424,485	(\$30,337)	\$434,540.58	\$424,485	\$10,056	

	Revenues w/ 4%	Annual Expenses	Profit/Loss
	Increase "COLA" starting 2023		
2019	\$323,339	\$258,553	\$64,786
2020	\$323,339	\$268,457	\$54,882
2021	\$323,339	\$278,776	\$44,563
2022	\$323,339	\$289,497	\$33,842
2023	\$336,272.56	\$300,668	\$35,605
2024	\$349,723.46	\$312,298	\$37,425
2025	\$363,712.40	\$324,408	\$39,304
2026	\$378,260.90	\$337,018	\$41,243
2027	\$393,391.33	\$350,151	\$43,240
2028	\$409,126.99	\$363,829	\$45,298
2029	\$425,492.07	\$378,075	\$47,417
2030	\$442,511.75	\$392,216	\$50,296
2031	\$460,212.22	\$408,377	\$51,835
2032	\$478,620.71	\$424,485	\$54,136

	Revenues w/ 5%	Annual Expenses	Profit/Loss
	Increase "COLA" starting 2023		
2019	\$323,339	\$258,553	\$64,786
2020	\$323,339	\$268,457	\$54,882
2021	\$323,339	\$278,776	\$44,563
2022	\$323,339	\$289,497	\$33,842
2023	\$339,505.95	\$300,668	\$38,838
2024	\$356,481.25	\$312,298	\$44,183
2025	\$374,305.31	\$324,408	\$49,897
2026	\$393,020.58	\$337,018	\$56,003
2027	\$412,671.60	\$350,151	\$62,521
2028	\$433,305.18	\$363,829	\$69,476
2029	\$454,970.44	\$378,075	\$76,895
2030	\$477,718.97	\$392,216	\$85,503
2031	\$501,604.91	\$408,377	\$93,228
2032	\$526,685.16	\$424,485	\$102,200

## Sewer Rate Residential

Service	Average # of Monthly Users	Rate	Monthly	Annual
Monthly Service Charge	580	\$18.00	\$10,440.00	\$125,280
Progressive Tier A 1-1999 Gallons	580	\$2.00	\$1,160.00	\$13,920
Progressive Tier B-2000-2999 Gallons	357	\$2.25	\$803.25	\$9,639
Progressive Tier C-3000-3999 Gallons	283	\$2.50	\$707.50	\$8,490
Progressive Tier D-4000-4999 Gallons	217	\$2.50	\$542.50	\$6,510
Progressive Tier E-5000-5999 Gallons	167	\$2.50	\$417.50	\$5,010
Progressive Tier F-6000-6999 Gallons	131	\$2.50	\$327.50	\$3,930
Progressive Tier G-7000-7999 Gallons	104	\$3.00	\$312.00	\$3,744
Progressive Tier H-8000-8999 Gallons	79	\$3.00	\$237.00	\$2,844
Progressive Tier I-9000-9999 Gallons	64	\$3.00	\$192.00	\$2,304
Progressive Tier J-10,000-10,999 Gallons	53	\$3.00	\$159.00	\$1,908
Progressive Tier K 11,000-Ceiling Gallons	43	\$4.00	\$172.00	\$2,064
Misc Charges				\$500
<b>Total</b>				<b>\$186,143</b>

## Sewer Rate Commercial

Service	Average # of Monthly Users	Rate	Monthly	Annual
Monthly Service Charge	49	\$22.00	\$1,078.00	\$12,936
Progressive Tier A 1-1999 Gallons	49	\$4.00	\$196.00	\$2,352
Progressive Tier B-2000-2999 Gallons	28	\$4.25	\$119.00	\$1,428
Progressive Tier C-3000-3999 Gallons	26	\$4.50	\$117.00	\$1,404
Progressive Tier D-4000-4999 Gallons	25	\$4.50	\$112.50	\$1,350
Progressive Tier E-5000-5999 Gallons	23	\$4.50	\$103.50	\$1,242
Progressive Tier F-6000-6999 Gallons	22	\$4.50	\$99.00	\$1,188
Progressive Tier G-7000-7999 Gallons	21	\$5.00	\$105.00	\$1,260
Progressive Tier H-8000-8999 Gallons	20	\$5.00	\$100.00	\$1,200
Progressive Tier I-9000-9999 Gallons	20	\$5.00	\$100.00	\$1,200
Progressive Tier J-10,000-10,999 Gallons	20	\$5.00	\$100.00	\$1,200
Progressive Tier K 11,000-Ceiling Gallons	19	\$6.00	\$172.00	\$2,064
Misc Charges	18			\$500
<b>Total</b>				<b>\$29,324</b>



## Lower Residential/Commercial Projections for Revenues vs. Expenses Option

	Revenues w/ 2% Increase "COLA"	Annual Expenses	Profit/Loss	Revenues w/ 3% Increase "COLA"	Annual Expenses	Profit/Loss	Monthly Service Charge
2019	\$215,467	\$211,501	\$3,966	\$215,467	\$211,501	\$3,966	<b>\$18.00</b>
2020	\$219,776.34	\$169,999	\$49,777	\$221,931.01	\$169,999	\$51,932	
2021	\$224,171.87	\$176,944	\$47,228	\$228,588.94	\$176,944	\$51,645	
2022	\$228,655.30	\$184,191	\$44,464	\$235,446.61	\$184,191	\$51,256	
2023	\$233,228.41	\$191,751	\$41,477	\$242,510.01	\$191,751	\$50,759	
2024	\$237,892.98	\$199,640	\$38,253	\$249,785.31	\$199,640	\$50,145	
2025	\$242,650.84	\$207,873	\$34,778	\$257,278.87	\$207,873	\$49,406	
2026	\$247,503.85	\$216,465	\$31,039	\$264,997.23	\$216,465	\$48,532	
2027	\$252,453.93	\$225,432	\$27,022	\$272,947.15	\$225,432	\$47,515	
2028	\$257,503.01	\$234,792	\$22,711	\$281,135.56	\$234,792	\$46,344	
2029	\$262,653.07	\$244,563	\$18,090	\$289,569.63	\$244,563	\$45,007	
2030	\$267,906.13	\$254,763	\$13,143	\$298,256.72	\$254,763	\$43,494	
2031	\$273,264.25	\$265,412	\$7,852	\$307,204.42	\$265,412	\$41,792	
2032	\$278,729.54	\$276,531	\$2,199	\$316,420.55	\$276,531	\$39,890	

	Revenues w/ 4% Increase "COLA"	Annual Expenses	Profit/Loss
2019	\$215,467	\$211,501	\$3,966
2020	\$224,085.68	\$169,999	\$54,087
2021	\$233,049.11	\$176,944	\$56,105
2022	\$242,371.07	\$184,191	\$58,180
2023	\$252,065.91	\$191,751	\$60,315
2024	\$262,148.55	\$199,640	\$62,509
2025	\$272,634.49	\$207,873	\$64,761
2026	\$283,539.87	\$216,465	\$67,075
2027	\$294,881.47	\$225,432	\$69,449
2028	\$306,676.73	\$234,792	\$71,885
2029	\$318,943.80	\$244,563	\$74,381
2030	\$331,701.55	\$254,763	\$76,939
2031	\$344,969.61	\$265,412	\$79,558
2032	\$358,768.39	\$276,531	\$82,237

	Revenues w/ 5% Increase "COLA"	Annual Expenses	Profit/Loss
2019	\$215,467	\$211,501	\$3,966
2020	\$226,240.35	\$169,999	\$56,241
2021	\$237,552.37	\$176,944	\$60,608
2022	\$249,429.99	\$184,191	\$65,239
2023	\$261,901.49	\$191,751	\$70,150
2024	\$274,996.56	\$199,640	\$75,357
2025	\$288,746.39	\$207,873	\$80,873
2026	\$303,183.71	\$216,465	\$86,719
2027	\$318,342.89	\$225,432	\$92,911
2028	\$334,260.04	\$234,792	\$99,468
2029	\$350,973.04	\$244,563	\$106,410
2030	\$368,521.69	\$254,763	\$113,759
2031	\$386,947.77	\$265,412	\$121,536
2032	\$406,295.16	\$276,531	\$129,764



# Lower Residential/Commercial Projections for Revenues vs. Expenses Option

	Revenues w/ 2% Increase "COLA" starting 2023	Annual Expenses	Profit/Loss	Revenues w/ 3% Increase "COLA" starting 2023	Annual Expenses	Profit/Loss	Monthly Service Charge
2019	\$215,467	\$211,501	\$3,966	\$215,467	\$211,501	\$3,966	<b>\$18.00</b>
2020	\$215,467	\$169,999	\$45,468	\$215,467	\$169,999	\$45,468	
2021	\$215,467	\$176,944	\$38,523	\$215,467	\$176,944	\$38,523	
2022	\$215,467	\$184,191	\$31,276	\$215,467	\$184,191	\$31,276	
2023	\$219,776.34	\$191,751	\$28,025	\$221,931.01	\$191,751	\$30,180	
2024	\$224,171.87	\$199,640	\$24,532	\$228,588.94	\$199,640	\$28,949	
2025	\$228,655.30	\$207,873	\$20,782	\$235,446.61	\$207,873	\$27,574	
2026	\$233,228.41	\$216,465	\$16,763	\$242,510.01	\$216,465	\$26,045	
2027	\$237,892.98	\$225,432	\$12,461	\$249,785.31	\$225,432	\$24,353	
2028	\$242,650.84	\$234,792	\$7,859	\$257,278.87	\$234,792	\$22,487	
2029	\$247,503.85	\$244,563	\$2,941	\$264,997.23	\$244,563	\$20,434	
2030	\$252,453.93	\$254,763	(\$2,309)	\$272,947.15	\$254,763	\$18,184	
2031	\$257,503.01	\$265,412	(\$7,909)	\$281,135.56	\$265,412	\$15,724	
2032	\$262,653.07	\$276,531	(\$13,878)	\$289,569.63	\$276,531	\$13,039	

	Revenues w/ 4% Increase "COLA" starting 2023	Annual Expenses	Profit/Loss
2019	\$215,467	\$211,501	\$3,966
2020	\$215,467	\$169,999	\$45,468
2021	\$215,467	\$176,944	\$38,523
2022	\$215,467	\$184,191	\$31,276
2023	\$224,085.68	\$191,751	\$32,335
2024	\$233,049.11	\$199,640	\$33,409
2025	\$242,371.07	\$207,873	\$34,498
2026	\$252,065.91	\$216,465	\$35,601
2027	\$262,148.55	\$225,432	\$36,717
2028	\$272,634.49	\$234,792	\$37,842
2029	\$283,539.87	\$244,563	\$38,977
2030	\$294,881.47	\$254,763	\$40,118
2031	\$306,676.73	\$265,412	\$41,265
2032	\$318,943.80	\$276,531	\$42,413

	Revenues w/ 5% Increase "COLA" starting 2023	Annual Expenses	Profit/Loss
2019	\$215,467	\$211,501	\$3,966
2020	\$215,467	\$169,999	\$45,468
2021	\$215,467	\$176,944	\$38,523
2022	\$215,467	\$184,191	\$31,276
2023	\$226,240.35	\$191,751	\$34,489
2024	\$237,552.37	\$199,640	\$37,912
2025	\$249,429.99	\$207,873	\$41,557
2026	\$261,901.49	\$216,465	\$45,436
2027	\$274,996.56	\$225,432	\$49,565
2028	\$288,746.39	\$234,792	\$53,954
2029	\$303,183.71	\$244,563	\$58,621
2030	\$318,342.89	\$254,763	\$63,580
2031	\$334,260.04	\$265,412	\$68,848
2032	\$350,973.04	\$276,531	\$74,442

**NOTICE OF PROPOSED WATER FEE INCREASES**

The Town Council of Huachuca City will consider increasing its water fees at its meeting on February 14, 2019, at 7:00p.m., at Town Hall located at 500 N. Gonzales Blvd, Huachuca City, Arizona. The increase proposals and fee establishments are as follows:

**Water Fees**

Water Meter Deposit	\$25 current	\$75 proposed
Water Service Application	\$0 current	\$15 proposed
Meter Tampering	\$0 current	\$250 1 <sup>st</sup> offense, \$500 2 <sup>nd</sup> offense proposed
Reconnect/Turn on Fee	\$25 current	\$40 proposed
Request Meter Read	\$1.00	\$5.00 proposed (refunded if wrong)

**Sewer Fees**

Sewer deposit	\$15 current	\$25 proposed
Reconnect	\$1	\$5 proposed
Sewer tampering	\$0 current	\$250 1 <sup>st</sup> offense, \$500 2 <sup>nd</sup> offense proposed

This proposed increase is authorized by A.R.S. \_\_\_\_\_, and Huachuca City Town Code section \_\_\_\_\_. Additional information concerning this proposal is also available on the Town's website: [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

# ***SOUTHWEST BUILDING INSPECTION SERVICE, INC.***

**3965 E. Foothills Drive, Sierra Vista, Arizona 85635 Phone (520) 468-3208**

**December 3, 2018**

**Town of Huachuca City  
500 Gonzales Blvd.  
Huachuca City, Az 85616**

**Attn: Matthew Williams  
City Manager**

**RE: 2019 Contract Renewal**

**Per Section C12 of the agreement dated January 28, 2015 between the Town of Huachuca City and Southwest Building Inspection Service, the agreement will soon automatically renew for an additional one-year term. This letter is being submitted to state my intention to extend the contract for the upcoming one-year term, with the following fee changes:**

- 1. The fees as outlined in the noted agreement and the subsequent Addendum accepted on September 24, 2015 to continue for the remainder of the 2018/2019 budget year.**
- 2. The monthly base fee to increase to \$4,100 for the 2019-2020 budget year.**
- 3. All other terms outlined in the agreement and addendums are to remain the same.**

**If you or the Council have any questions, please feel free to contact me.**

**Respectfully submitted,**

*Dr. Jim Johnson*

**Dr. Jim Johnson, PhD, CBO, CCI  
Building & Construction Consultant  
Southwest Building Inspection Service**



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2019-01

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.10 "DEFINITIONS" AND CHAPTER 18.100 "SUPPLEMENTAL REGULATIONS," SECTION 18.100.210 "HOME OCCUPATIONS" TO CLARIFY THAT HOME OCCUPATIONS REQUIRE A BUSINESS LICENSE, APPROVAL OF THE BUILDING OFFICIAL AND PERMISSION OF THE PROPERTY OWNER; AND TO PROHIBIT NAIL SALONS, DENTAL OFFICES AND AUTO REPAIR AND SERVICE BUSINESSES FROM BEING HOME OCCUPATIONS; AND TO PROHIBIT OUTSIDE DISPLAY OR STORAGE OF STOCK-IN-TRADE.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to A.R.S. 9-462.01 (A) and 9-240(B)(19), the Town is empowered to adopt and amend zoning regulations and issue business licenses; and

**WHEREAS**, the Town Council has determined that it would be in the best interest of the health, safety and welfare of the Town's residents to revise the Town's zoning regulations pertaining to home occupational uses; and

**WHEREAS**, a public hearing was held on November 7, 2018, to receive public comment, pro and con, for adopting the following Code amendments; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on December 13, 2018, and at a subsequent meeting on January 10, 2019.

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

**SECTION 1.** The Code, Title 18 "ZONING," Chapter 18.10 "DEFINITIONS," SECTION 18.10.010 "Definitions" is amended by changing the definition of "Home occupation," as follows, with deletions in ~~strikeout~~ and additions in underlined text:

"Home occupation" means an activity carried on by the occupant of a dwelling as a secondary use, including professional and semi-professional offices when conducted

and entered from within the dwelling, in ~~connection with~~ which there is no ~~public outside display or storage~~ of stock-in-trade upon the premises, not more than one nonresident of the premises is employed and not more than one-fourth of the floor area of one story of the principal building, or a detached home workshop of not more than 200 square feet in area is used for such home occupation; and provided, that the residential character of the dwelling is not changed by said use and that such occupation does not cause any sustained changes by said use and that such occupation does not cause any sustained or unpleasant or unusual noises, vibrations, noxious fumes, odors, or cause any parking or traffic congestion in the immediate neighborhood.

**SECTION 2.** The Code, Title 18 “ZONING,” CHAPTER 18.100 “SUPPLEMENTAL REGULATIONS,” SECTION 18.100.210 “Home occupations,” subsections (A) and (C)(2), are amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

**18.100.210 Home occupations.**

A home occupation may be permitted upon application to the ~~zoning commission~~ town clerk in any residential district, subject to the following conditions:

A. The home occupation ~~must be registered with~~ requires a business license from the town clerk and is subject to review by the ~~planning and zoning commission~~ building official. ~~The building official will issue a permit. If the applicant is not the owner of the premises, written owner permission for the home occupation must accompany the business license application.~~

B. *[No changes]*

C. Prohibited Home Occupation Uses.

1. *[No changes]*

2. Barber and beauty shops, nail salons, commercial stables, cosmetologists, ~~dog~~ pet grooming or boarding, embalmers and morticians, human and animal medical/dental services, massage therapists, restaurants, storage, ~~painting,~~ washing and sales on property not owned by the occupants of the property, and all auto-related service and repair.

**SECTION 3.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

**SECTION 4.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 5.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204 (C)(3).

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10TH DAY OF JANUARY, 2019.

\_\_\_\_\_  
Johann Wallace, Mayor

ATTEST:

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

Approved as to Form:

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



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2019-02

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.35 "R-1 RESIDENTIAL DISTRICTS," SECTION 18.35.040 "USE REGULATIONS;" CHAPTER 18.40 "R-2 RESIDENTIAL DISTRICTS," SECTION 18.40.020 "USE REGULATIONS;" CHAPTER 18.45 "R-3 RESIDENTIAL DISTRICTS," SECTION 18.45.010 "USES PERMITTED;" AND CHAPTER 18.50 "R-4 RESIDENTIAL DISTRICTS," SECTION 18.50.010 "USES PERMITTED," TO PROHIBIT MANUFACTURED HOMES AND MOBILE HOMES IN RESIDENTIAL DISTRICTS 1 AND 2.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to A.R.S. 9-462.01 (A), the Town is empowered to adopt and amend zoning regulations; and

**WHEREAS**, the Town Council has determined that it would be in the best interest of the health, safety and welfare of the Town's residents to revise the Town's zoning regulations pertaining to permitted and conditional uses in the Town's Residential Districts; and

**WHEREAS**, a public hearing was held on November 7, 2018, to receive public comment, pro and con, for adopting the following Code amendments; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on December 13, 2018, and at a subsequent meeting on January 10, 2019.

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

**SECTION 1.** The Code, Title 18 "ZONING," Chapter 18.35 "R-1 RESIDENTIAL DISTRICTS," SECTION 18.35.040 "Use Regulations" is amended by deleting the text in its entirety and replacing it with the following text:

"Manufactured homes and mobile homes are not allowed to be installed within this zone. Any manufactured home or mobile home existing within this zone at the time

of enactment of this provision is permitted to remain, provided it is occupied as a residence and in good repair."

**SECTION 2.** The Code, Title 18 "ZONING," CHAPTER 18.40 "R-2 RESIDENTIAL DISTRICTS," SECTION 18.40.020 "Use Regulations" is amended by deleting the text in its entirety and replacing it with the following text:

"Manufactured homes and mobile homes are not allowed to be installed within this zone. Any manufactured home or mobile home existing within this zone at the time of enactment of this provision is permitted to remain, provided it is occupied as a residence and in good repair."

**SECTION 3.** The Code, Title 18 "ZONING," CHAPTER 18.45 "R-3 RESIDENTIAL DISTRICTS," SECTION 18.45.010 "Uses Permitted" is amended by deleting the text of current subsection (F) in its entirety and replacing it with the following text:

"F. By conditional use permit from the Planning and Zoning Commission."

**SECTION 4.** The Code, Title 18 "ZONING," CHAPTER 18.50 "R-4 RESIDENTIAL DISTRICTS," SECTION 18.50.010 "Uses Permitted" is amended by deleting the text "Tourist park or" from subsection (B). It is further amended by deleting the text from subsections (C) and (D) in their entirety and replacing it with the following text:

"C. Manufactured home park in accordance with regulations outlined in Chapter 18.115 Manufactured Home Parks"

"D. By conditional use permit from the Planning and Zoning Commission."

**SECTION 5.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

**SECTION 6.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 7.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204 (C)(3).

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10TH DAY OF JANUARY, 2019.**



**Johann Wallace, Mayor**

**ATTEST:**

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

**Approved as to Form:**

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



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2019-03

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.110 "SIGN REGULATIONS," BY REPLACING THE TOWN'S SIGN REGULATIONS WITH THE NEW 2018 SIGN REGULATIONS.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to A.R.S. 9-462.01 (A) (2), the Town is empowered to adopt and amend sign regulations; and

**WHEREAS**, the Town Council has determined that it would be in the interest of the health, safety and welfare of the Town's residents and visitors to revise the Town's sign regulations by replacing the current regulations with the new 2018 sign regulations; and

**WHEREAS**, the Town Council previously adopted Resolution No. 2019-XX declaring the "2018 Sign Regulations," a public record of the Town; and

**WHEREAS**, a public hearing was held on November 7, 2018, to receive public comment, pro and con, for adopting the following Code amendments; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on December 13, 2018, and at a subsequent meeting on January 10, 2019.

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

**SECTION 1.** The Code, Title 18 "ZONING," Chapter 18.110 "SIGN REGULATIONS," is amended by replacing it with the 2018 Sign Regulations, a public record of the Town, three copies of which are on file in the office of the Town Clerk, and which is hereby approved and adopted.

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

**SECTION 3.** As provided in the Code, section 18.155.010, any person found guilty of violating any provision of this Ordinance, shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not to exceed \$2,500.00 or by imprisonment for a period of not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described. In addition, the Court may award restitution to recover costs of prosecution.

**SECTION 4.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 5.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204 (C)(3).

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10TH DAY OF JANUARY, 2019.**

\_\_\_\_\_  
Johann Wallace, Mayor

**ATTEST:**

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

**Approved as to Form:**

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



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2019-04

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.115 "MANUFACTURED HOME PARKS" BY REPLACING THE TOWN'S MANUFACTURED HOME PARKS REGULATIONS WITH THE NEW 2018 MANUFACTURED HOME PARKS REGULATIONS.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to A.R.S. 9-462.01 (A), the Town is empowered to adopt and amend zoning regulations; and

**WHEREAS**, the Town Council has determined that it would be in the interest of the health, safety and welfare of the Town's residents to revise the Town's manufactured home parks regulations by replacing the current regulations with the new 2018 manufactured home parks regulations; and

**WHEREAS**, the Town Council previously adopted Resolution No. 2019-XX declaring the "2018 Manufactured Home Parks Regulations," a public record of the Town; and

**WHEREAS**, a public hearing was held on November 7, 2018, to receive public comment, pro and con, for adopting the following Code amendments; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on December 13, 2018, and at a subsequent meeting on January 10, 2019.

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

**SECTION 1.** The Code, Title 18 "ZONING," Chapter 18.115 "MANUFACTURED HOME PARKS," is amended by replacing it with the 2018 Manufactured Home Parks Regulations, a public record of the Town, three copies of which are on file in the office of the Town Clerk, and which is hereby approved and adopted.

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

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

**SECTION 4.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204 (C)(3).

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10TH DAY OF JANUARY, 2019.**

\_\_\_\_\_  
Johann Wallace, Mayor

**ATTEST:**

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

**Approved as to Form:**

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



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2019-05

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.120 “RECREATIONAL VEHICLE PARKS” BY REPLACING THE TOWN’S RECREATIONAL VEHICLE PARKS REGULATIONS WITH THE NEW 2018 RECREATIONAL VEHICLE PARKS REGULATIONS.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the “Code”], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to A.R.S. 9-462.01 (A), the Town is empowered to adopt and amend zoning regulations; and

**WHEREAS**, the Town Council has determined that it would be in the interest of the health, safety and welfare of the Town’s residents to revise the Town’s recreational vehicle parks regulations by replacing the current regulations with the new 2018 manufactured home parks regulations; and

**WHEREAS**, the Town Council previously adopted Resolution No. 2019-XX declaring the “2018 Recreational Vehicle Parks Regulations,” a public record of the Town; and

**WHEREAS**, a public hearing was held on November 7, 2018, to receive public comment, pro and con, for adopting the following Code amendments; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on December 13, 2018, and at a subsequent meeting on January 10, 2019.

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

**SECTION 1.** The Code, Title 18 “ZONING,” Chapter 18.120 “RECREATIONAL VEHICLE PARKS,” is amended by replacing it with the 2018 Recreational Vehicle Parks Regulations, a public record of the Town, three copies of which are on file in the office of the Town Clerk, and which is hereby approved and adopted.

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

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

**SECTION 4.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204 (C)(3).

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10TH DAY OF JANUARY, 2019.**

\_\_\_\_\_  
Johann Wallace, Mayor

ATTEST:

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

Approved as to Form:

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



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2019-06

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.135 “AMENDMENTS,” TO ADD NEW SECTION 18.135.035, ESTABLISHING A NEW CITIZEN REVIEW PROCESS FOR REZONING OF PROPERTY, CONDITIONAL USE APPROVAL, DEVELOPMENT PLAN AMENDMENTS AND CHANGES TO ZONING REGULATIONS.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the “Code”], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to A.R.S. 9-462.01 (A), the Town is empowered to adopt and amend zoning regulations; and

**WHEREAS**, the Town Council has determined that it would be in the best interest of the health, safety and welfare of the Town’s residents to revise the Town’s zoning regulations to establish a citizen review process; and

**WHEREAS**, a public hearing was held on November 7, 2018, to receive public comment, pro and con, for adopting the following Code amendments; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on December 13, 2018, and at a subsequent meeting on January 10, 2019.

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

**SECTION 1.** The Code, Title 18 “ZONING,” Chapter 18.035 “AMENDMENTS,” is revised by adding new section 18.135.035 “Citizen Review Process” reading as follows:

### **18.135.035 Citizen Review Process.**

The citizen review process shall apply to any application for a rezoning of property, conditional use permit, general development plan amendment, that impose any regulation not previously imposed, or that removes or modifies any such regulation previously imposed. This process involves holding neighborhood meetings to provide reasonable opportunity for the applicant, adjacent landowners and those other



potentially affected citizens to discuss and express their respective views concerning the application and any issues or concerns that they may have with the zoning application.

Prior to any public hearing as required in this chapter, the zoning administrator, in coordination with the applicant, shall establish a time, date and place for a neighborhood meeting. The zoning administrator, or representative, shall attend the meeting, but is not required to conduct the meeting. The zoning administrator, or representative, shall record minutes of the meeting to include a list of all individuals in attendance and general matters discussed.

The zoning administrator shall provide a written report regarding the results of the neighborhood meeting to the Planning and Zoning Commission and/or Town Council at such time they take action on the application or proposed text amendments. The report shall include a summary of the concerns, issues and problems expressed during the meeting and how the applicant proposes to address or resolve the concerns, issues or problems.

Written notice of the neighborhood meeting shall be given at least ten (10) days prior to the meeting and shall include the time, date and location of the meeting and sufficient details regarding the substance of the proposed application so as to allow citizens and other affected persons to determine how they might be affected by the proposed application.

The applicant shall provide to the Town proof of mailing such notices by first class mail to:

1. Each property owner within 300 feet of all boundaries of the property subject to the application.
2. All other interested parties who have requested that they be placed on a notification list maintained by the zoning administrator.
3. Such other persons the zoning administrator reasonably determines to be other potentially affected citizens.

In addition to the above required notification, notice of the neighborhood meeting stating the date, time and place of the meeting and including a general explanation of the substance of the proposed application shall be:

1. Published in a local newspaper distributed to residents living within the Town;
2. Posted at the official posting locations for the Town; and
3. Posted on the subject property

On applications involving text amendments to the zoning regulations, a neighborhood meeting shall be held prior to the public hearing for the consideration of the proposed text amendments. Written notice of the neighborhood meeting shall be given at least ten (10) days prior to the meeting and shall include the time, date and location of the meeting and sufficient details regarding the substance of the proposed text amendments so as to allow citizens and other affected persons to determine how they

might be affected by the proposed text amendments. The form of notice to be used will vary according to the type of text amendment proposed, and any means deemed by the Town to provide the appropriate method of notice for the proposed text amendment shall be considered sufficient. The following forms of notice shall be considered sufficient:

1. Publication in a local newspaper distributed to residents living within the Town;
2. Posting at the official posting locations for the Town;
3. Posting on the Town's website

After the neighborhood meeting, the Planning and Zoning Commission may take all issues and concerns raised by Landowners and other citizens potentially affected by the proposed text amendments at such meeting into account when it holds its public hearing on the proposed text amendments. When preparing its recommendation to the Town Council on the proposed text amendments, Planning and Zoning Commission shall report the issues and concerns raised during the neighborhood meeting.

At the discretion of the zoning administrator, an alternative citizen review process may be used that does not involve a neighborhood meeting. The alternative process shall consist of the following:

1. The written notice described in this section shall be followed, except that it shall only indicate the name, address and phone number of the zoning administrator to whom an adjacent landowner or other potentially affected citizen may contact to express any issues or concerns that the landowner or citizen may have with the proposed zoning application or text amendment.
2. A staff report summarizing any issues or concerns so expressed shall be presented to the Planning and Zoning Commission and Town Council at such time as they take action on the application or proposed text amendments and to the applicant at a reasonable period of time prior to the public hearing.

If the applicant's Citizen Review Process and/or corresponding report do not meet the requirements of this Section, the application shall be considered incomplete and any scheduled public hearing will be cancelled.

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

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

**SECTION 4.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204 (C)(3).

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10TH DAY OF JANUARY, 2019.

\_\_\_\_\_  
Johann Wallace, Mayor

ATTEST:

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

Approved as to Form:

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

**Cost Estimate Breakdown**  
**Crack Seal Sky Line & Haul, Place & Compact AB And Hot Mix Intersection**  
**of Skyline & Hunt Road.**

**Labor:**

Employees x days	cost/hr	Est. Total Cost
7 x 2	<u>\$30 Hr</u>	\$4,200.00
Supervisor	\$45 Hr	\$900.00
benefits x .24.1		\$1,229.00
<b>Est. Labor</b>	<b>Total</b>	<b>\$6,329.00</b>

**Equipment:**

	<u>hours</u>	<u>cost/hr</u>	
equipment			
dump truck		\$40.00	
water truck	10	\$32.00	\$320.00
grader	10	\$42.00	\$420.00
roller	10	\$55.00	\$550.00
pick up	800	\$0.53	\$424.00
loader		\$51.00	
oil distributor	10	\$40.00	\$400.00
chip spreader		\$79.00	
rental smooth drum		\$72.00	
broom	10	\$48.00	\$480.00
backhoe		\$41.00	
rental transport trailer	15	\$64.00	\$960.00
pad foote		\$72.00	
Striper		\$109.00	
<b>Est Equipment</b>		<b>Total</b>	<b>\$3,554.00</b>

**Materials:**

<u>material</u>	<u>unit</u>	<u>cost/unit</u>	
<u>crs2</u>			
<u>crs2p</u>	<u>2/tons</u>	<u>500/ton</u>	\$1,000.00
<u>l/v chips</u>			
<u>h/v chips</u>			
<u>hot mix</u>	<u>66/tons</u>	<u>64/ton</u>	\$4,224.00
<u>AB</u>	<u>40/tons</u>	<u>\$5/ton</u>	\$200.00
<u>culvert</u>			
<u>#4 Sand</u>	<u>22/tons</u>	<u>\$12/ton</u>	\$264.00

Materials Total **\$5,688.00**

Jimmy Dotson 11/28/2018

**Subtotal \$15,571.00**

Contingency 10% \$155.00  
 Administrative 10% \$157.00

**Estimated Total \$15,883.00**



4104 E. Cooper St. Ste. A  
 Sierra Vista, AZ. 85650  
 Office:(520)458-6781  
 Fax:(520)335-8555  
 ROC 273695 K-42

# Estimate

Customer Contact	Customer Phone
	520-249-5241
Date	Estimate #
10/17/2018	3434

**Name / Address**

Town of Huachuca City  
 Jim Halterman  
 506 Huachuca Blvd.  
 Huachuca City, AZ 85616

**Project**

504 Gonzalez Blvd.  
 Huachuca City, AZ 85616

Description	Total
Huachuca City permit	
Remove existing roof - tile	2,550.00
Remove existing roof - 1 layer of shingles	1,360.00
Disposal fee at landfill	410.00
Shingle Install: Shingle Color _____	7,565.00
<p>#15 ASTM shingle underlayment. Install 30 yr architectural Shingle. New drip edge to all edges of roof. Metal flashing will be replaced as needed and sealant to be applied to roof penetrations.</p> <p>Drip edge comes in brown, white, or silver. There will be an additional charge if drip edge is to be painted.</p> <p>Drip edge color: _____</p> <p>Terms, conditions, and limited guarantee are attached.</p> <p>Sometimes wood rot is not visible at the time of estimate. If additional rot is discovered during removal, replacement will be billed at the rate of \$8.50.00-10.50 for unpainted fascia, \$16.50-19.50 per foot for painted fascia; and \$65.00 per sheet for OSB plywood and \$95.00 per sheet for CCX plywood.</p> <p>+++++Estimate does not include disconnection and reconnection of any HVAC, solar, or other equipment, pipes, or cables on the roof. If such equipment is present, it is the responsibility of the home owner to hire a contractor to disconnect and reconnect that equipment and to pay for that service.+++++</p> <p>We are currently booked approximately 8-12 weeks out. We appreciate your patience as we work through our busy schedule.</p> <p>A 50% deposit is required prior to start of jobs over \$1500.00.</p>	

All roofs and roofing systems require annual maintenance to perform as designed and to keep your limited warranty in full force and effect. **Total**

Artistic Roofing Systems, LLC is to perform all work in a workmanlike manner, according to standard practice and will at all times comply with Arizona Contractor's Regulations. It will furnish all materials and perform all labor necessary to complete the described work in accordance with the terms on both sides of this contract.

Acceptance of bid proposal signature required:

\_\_\_\_\_



4104 E. Cooper St. Ste. A  
 Sierra Vista, AZ. 85650  
 Office:(520)458-6781  
 Fax:(520)335-8555  
 ROC 273695 K-42

# Estimate

Customer Contact	Customer Phone	
	520-249-5241	
	Date	Estimate #
	10/17/2018	3434

**Name / Address**

Town of Huachuca City  
 Jim Halterman  
 506 Huachuca Blvd.  
 Huachuca City, AZ 85616

**Project**

504 Gonzalez Blvd.  
 Huachuca City, AZ 85616

Description	Total
<p>Workmanship will be warranted for a period of 5 years.            Material is warranted by the manufacturer's limited warranty.            Material is applied to manufacturer's specifications.</p> <p>All roofs and roofing systems require annual maintenance to perform as designed and to keep your limited warranty in full force and effect.</p>	
<p>All roofs and roofing systems require annual maintenance to perform as designed and to keep your limited warranty in full force and effect.</p>	<p><b>Total</b> \$11,885.00</p>
<p>Artistic Roofing Systems, LLC is to perform all work in a workmanlike manner, according to standard practice and will at all times comply with Arizona Contractor's Regulations. It will furnish all materials and perform all labor necessary to complete the described work in accordance with the terms on both sides of this contract.</p>	
<p>Acceptance of bid proposal signature required:</p> <p>_____</p>	

## TERMS AND CONDITIONS

- I. THIS QUOTATION IS FOR ACCEPTANCE WITHIN THIRTY (30) DAYS, OTHERWISE WE RESERVE THE RIGHT TO AMEND IN ACCORDANCE WITH CONDITIONS EXISTING AT THAT TIME. CONTAINED ON THIS PAGE ARE THE TERMS AND CONDITIONS OF OUR GUARANTEE, WHICH UPON EXECUTION OF THIS PROPOSAL BECOME PART OF THIS CONTRACT.
- II. The Owner(s)/Agent(s) represent(s) that he is (they are) the Owners(s)/Agents(s) of the aforementioned property and have lawful authority to make this agreement. Owner(s)/Agent(s) hereby give(s) Contractor authority to enter said premises to perform this contract. The undersigned acknowledges receipt of a true copy of this contract, acknowledges that he has read front and back page of contract and knows the contents thereof, and that same contains the entire contract between the parties.
- III. Interest in the amount of 2% per month will be charged on delinquent accounts. If it is necessary to refer this contract or any modification hereto to an attorney for collection, contractor shall receive reasonable attorney fees and court costs, including expert witness fees from Owner(s)/Agent(s).
- IV. If the work described in this contract is REPAIR OF EXISTING ROOFING, Artistic Roofing Systems, LLC, will not be responsible for future leaks or the consequences thereof.
- V. If the work described in this contract is on a "Flat" roof, Artistic Roofing Systems, LLC will not be responsible for the effects of "Ponding Water" due to improper drainage or insufficient slope.
- VI. Artistic Roofing Systems, LLC will not be responsible for determining the existing condition of rooftop equipment. Defects found will be noted and reported to Owner(s)/Agent(s).
- VII. The following *Limited Guarantee* is the only guarantee offered by Artistic Roofing Systems, LLC, and no other guarantee, expressed or implied, will be honored (excepting manufacturers' warranties, where applicable).
- VIII. The homeowner has the right to file a written complaint with the registrar for an alleged violation of ARS section 32-1154, subsection A. Complaints must be made within the applicable time period as set forth in ARS section 32-1155, subsection A. ([www.azroc.gov/602-542-1525](http://www.azroc.gov/602-542-1525))

## Limited Guarantee

Artistic Roofing Systems, LLC, and Arizona corporation licensed by the state Registrar of Contractors to conduct the business of roofing, offers the following *Limited Guarantee*.

We hereby guarantee our workmanship to be free from defect and to maintain your roof in a water-tight condition for the period of time designated in your Proposal/Contract, effective from the date of completion of work. (Guarantee will not be in force until full payment is received for the work completed.)

This *Limited Guarantee* is designed specifically for the specification utilized and the material installed on your roof.

This *Limited Guarantee* will not protect your roof, your building, its interior or its contents from damage resulting from equipment installation, fire, acts of God (earthquake, hail, lightning, etc.), nor will it protect your roof from damage if your building shifts or settles from damage caused by the acts of people other than employees or agents of Artistic Roofing Systems, LLC.

This *Limited Guarantee* concerning workmanship applies to your roof even if you sell your building. If you sell your building, please give this *Limited Guarantee* to the buyer and we will continue to honor it until the expiration date. In this event, there will be a fee of fifty dollars (\$50.00) to complete the necessary inspection and processing of transfer documents.

In the event a leak occurs in your roof, or if you suspect poor workmanship exists, Artistic Roofing Systems, LLC will inspect your roof at no charge and if poor workmanship exists or the leak is caused by poor workmanship, we will repair it at no cost to you. *If, however, an inspection reveals no responsibility on our behalf, a minimum charge will be made for the inspection and/or repairs completed.*

This *Limited Guarantee* is void if any repairs or alterations are made to this roof by anyone other than Artistic Roofing Systems, LLC.

Artistic Roofing Systems, LLC is not liable for damage to the building or its contents resulting from defects and/or leakage in the floor system beyond the guarantee period.



**PROPOSAL / CONTRACT**

**TO:** HUACHUCA CITY SENIOR CENTER  
604 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85618

**PROJECT:** HUACHUCA CITY SENIOR CENTER  
**LOCATION:** 604 N. GONZALES BLVD., HUACHUCA CITY  
**RE:** ROOF REPAIRS, INTERIOR REPAIRS & WEEP HOLES- AS QUOTED SEPARATELY & DETAILED IN THE ATTACHED

**POC:** MR. JIM HALTERMAN  
**PHONE:** 248-6241

**DATE:** OCTOBER 19, 2018

*The undersigned proposes to provide all material, equipment, and labor necessary to complete the following:*

**ROOF REPAIRS, INTERIOR REPAIRS & WEEP HOLES- AS QUOTED SEPARATELY & DETAILED PER ITEMIZATION ATTACHED**

All of the afore-mentioned work is to be completed in a substantial and workmanlike manner for the sum of:

**AS QUOTED HEREIN**

Payments are to be made as follows:

**50% AT CONTRACT; BALANCE DUE AT SUBSTANTIAL COMPLETION.  
ANY OTHER ARRANGEMENTS MUST BE MADE IN ADVANCE. LATE FEES PER INVOICE TERMS.**

**TO AUTHORIZE, PLEASE INITIAL NEXT TO EACH APPROPRIATE QUOTE, THEN SIGN AND DATE ON THE NEXT PAGE.**

~~~~~  
The property owner has the right to file a written complaint with the Arizona Registrar of Contractors for any alleged violations of section 32-1154, subsection A. Complaints must be made within the applicable time period as set forth in section 32-1155, subsection A. AZ ROC phone: 802-542-1525; website: [www.azroc.gov](http://www.azroc.gov)

No warranty is expressed or implied on any attempted repairs with structural cause (i.e. wall, floor, & ceiling cracks). If matching existing color: color to be matched as closely as practical with contractor's local supply sources.

Roof or Leak Repairs: Repairs are intended to repair structural deficiencies. This is NOT an estimate to fix, repair, or stop water intrusion (leaks). It is unknown what circumstances lay under the surface roofing materials, the condition of the materials, or the building practice that was used in its installation. A leak may result from a deficiency in another area or another source of water intrusion, and then migrate to the visually affected area(s). If the repair does not stop a specific leak, additional analysis and associated cost(s) may be required. The described location is the only location that is under contract. Repairs to all other locations will be at additional cost. The associated cost reflects the undetermined nature of what lies under the surface roofing and the extent of the repairs in the described location.

~~~~~  
**THANK YOU FOR YOUR CONSIDERATION! WE APPRECIATE THE OPPORTUNITY TO BE OF SERVICE!**



**PERRILL CONSTRUCTION, INC.**

TO: HUACHUCA CITY SENIOR CENTER  
DATE: OCTOBER 19, 2018

~~~~~  
ANY ALTERATION OR DEVIATION FROM THE PLAN & SPECIFICATION WILL BE EXECUTED ONLY UPON WRITTEN ORDERS FOR SAME AND WILL BE ADDED TO OR DEDUCTED FROM QUOTED CONTRACT AMOUNT. THE CONTRACTOR AGREES TO CARRY WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE, AND TO PAY ALL TAXES AS REQUIRED BY FEDERAL AND STATE LAWS.

Estimated date of completion: 90 days from receipt of signed contract, and contingent upon customer agreement, weather conditions, and material availability.

QUOTE SUBJECT TO CHANGE: 15 DAYS

~~~~~  
RESPECTFULLY SUBMITTED,  
CONTRACTOR(S): JAMES LEE PERRILL  
JAMES GARRETT PERRILL

BY: James Perrill  
James Perrill, Secretary jp

.....  
**ACCEPTANCE**

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIAL, EQUIPMENT, AND LABOR REQUIRED TO COMPLETE THE WORK DESCRIBED IN THE PROPOSAL ABOVE, FOR WHICH THE UNDERSIGNED AGREES TO PAY THE AMOUNT STATED IN SAID PROPOSAL, AND ACCORDING TO THE TERMS THEREOF

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**HC-SENIOR-CENT**

**HC-SENIOR-CENT**

**DESCRIPTION**

**QTY**

**LEAK DISCLAIMER :**

The roof tile, shingle, membrane, underlayment, seals, flashing repairs, or any water intrusion related repairs, outlined in this estimate are for a described location and reflect repairing deficiencies in a described manner.

The proposed Repairs were determined based on Professional analysis coupled with long-term experience in the roofing trade and the conditions of the project(s) at the time of the Proposal. Each repair is completed in a quality workmanship manner utilizing quality materials. Warranty against future roof leakage is neither expressed nor implied with this service.

The repairs are intended to repair structural deficiencies; this is NOT an estimate to fix, repair, or stop water intrusion/ leak(s). It is unknown what circumstances lay under the surface roofing materials -- the condition of the materials or the building practice that was used in its installation. A leak may be resulting from a deficiency in another area or another source of water intrusion then migrating to the visually affected area(s). If the repair does not stop a specific leak, additional analysis and associated cost(s) may be required. The described location is the only location that is under contract. Repairs to all other locations will be at additional cost. The associated cost reflects the undetermined nature of what lies under the surface roofing and the extent of the repairs in the described location.

**Roof repair to the East side of the building**

**DESCRIPTION**

**QTY**

- |   |         |
|---|---------|
| 1. Repair the roofing as detailed below: to the East side of the building   | 1.00 EA |
| <ul style="list-style-type: none"> <li>- provide and set up ground safety</li> <li>- detach and reinstall roof mounted evaporative cooler (City Maintenance to detach and reinstall water and power to cooler)</li> <li>- City Maintenance to detach and reinstall flood light to the East of the evaporative cooler</li> <li>- detach and reinstall concrete tiles that adjoining the shingled portion of the roof</li> <li>- remove and replace the shingles with IKO 30yr architectural shingles / Red fiberglass</li> <li>- remove and replace bad roof decking in the shingled location as needed only</li> <li>- install 1-aa layer of peel and stick shingle underlayment</li> <li>- reinstall tiles as needed / replace any broken tiles in the location only</li> <li>- new tile will not match the original identically</li> <li>- seal all penetrations in the location only</li> <li>- remove and replace 6lf of fascia below evaporative cooler area</li> <li>- paint new fascia (color to match the original as close as practical but will not be identical)</li> <li>- clean and maintain job site</li> <li>- haul away debris</li> </ul> |         |

**QUOTE: \$5,714.17**

**Interior repairs**

**DESCRIPTION**

**QTY**

- |   |         |
|---|---------|
| 2. all contents to removed and reset by others  | 1.00 EA |
| 3. Light fixture - Detach & reset   | 1.00 EA |
| 4. remove and replace 4x2 section of drywall ceiling and repair the ceiling as needed to the West side of the kitchen due to water intrusion only                               | 1.00 EA |
| <ul style="list-style-type: none"> <li>- new texture to match the original as close as practical but will not be identical</li> <li>- includes all masking as needed</li> </ul> |         |



**CONTINUED - Interior repairs**

<b>DESCRIPTION</b>	<b>QTY</b>
5. paint the drywall repairs only - color to match the original as close as practical bt will not be identical	1.00 EA

**QUOTE: \$884.15** \_\_\_\_\_

**Weep holes**

<b>DESCRIPTION</b>	<b>QTY</b>
6. The existing tile birdstop does not have proper weep holes to allow for drainage that can cause fascia rot - install weepholes in the birdstop to East and West elevations	1.00 EA

**QUOTE: \$717.44** \_\_\_\_\_

**Labor Minimums Applied**

<b>DESCRIPTION</b>	<b>QTY</b>
7. Electrical labor minimum	1.00 EA

**GARRETT PERRILL**

**Keith D. Barth**  
**66 Paint Trail**  
**P.O. Box 1372**  
**Sonoita, AZ 85637**  
**520-508-1047 - Cell**  
**judasbarth@aol.com**

**Dear Huachuca City Council Members,**

**I respectfully submit my resume for your consideration. It would be an honor to serve as your Magistrate. I am confident many qualified individuals will apply for this important position. I appreciate the opportunity to present myself to you and your time and effort that you will put forth in making this important decision.**

**Serving the public is a privilege and an honor. It is of the utmost importance that our public and elected officials possess the highest character and ethics. I was elected as Justice of the Peace - Precinct #2 for Santa Cruz County in 2006 after 23 successful years in law enforcement. I strongly believe I was elected and re-elected due to my reputation as a fair, just and honest public servant.**

**Working both sides of the justice system has uniquely and effectively prepared me for the position of Judge and that of your Magistrate. My broad life experience keeps me balanced, fair and compassionate. I also have proven that I can make difficult decisions independent of political pressure or outside influences.**

**I believe my experience and success as Justice of the Peace and as Magistrate combined with my integrity and commitment to our community makes me an excellent candidate for Huachuca City Magistrate.**

**Sincerely,**



**Keith D. Barth**

**Keith D. Barth**  
**86 Paint Trail**  
**P.O. Box 1372**  
**Sonoma, AZ 85637**  
**520-508-1047 - Cell**  
**judgebarth@gmail.com**

## ***Summary of Professional Qualifications***

### **Objective:**

To serve Huachuca City as it's Magistrate.

### **Overview:**

I was elected as Justice of the Peace for Santa Cruz County Precinct #2 in 2006, re-elected for a 2nd term in 2010, and a 3<sup>rd</sup> in 2014. My success as JP has much to do with my prior law enforcement career of 23 years and my respect and love of the position. My experience as a law enforcement officer has given me an advantage into understanding the judicial process and the human insight on how best to administer justice.

### **Beliefs and Values:**

I strive for the highest standards of integrity in both my professional and personal life. Through continuing education I stay current and knowledgeable. I enjoy the challenge to undertake in-depth legal research and write decisions that are clear and concise. I am fair and open-minded. A good listener and know how to ask questions that gets to the heart of the issue. I exhibit the courage to render difficult and potentially dangerous decisions, verdicts and judgments. Lastly, I run a respectful courtroom. I require all parties, including spectators, to be courteous at all times.

### **Accomplishments:**

- In 2011, I had the distinct honor of being appointed to the State of Arizona's Committee on the Impact of Domestic Violence and the Courts by Chief Justice Rebecca Berch. Due to this appointment, I have been assigned all misdemeanor Domestic Violence cases in Santa Cruz County.
- Instituted a Teen Court program, reducing case load and educating youth in the administration of Justice.
- Instituted a Mediation Program, reducing case load and assisting the community in resolving conflict.

### **Unique Qualifications and Advantages:**

I have volunteered for Huachuca City as a reserve police officer, served Huachuca City as a Pro-Temp Magistrate and as Magistrate. I worked in the Huachuca City area in many different capacities for over 18 years. All give me varied experience with the citizens of Huachuca City.

I have worked for the Town of Patagonia – a small town similar to Huachuca City, which gave the experience of reporting to a town council.

**Case Resolution and Management:**

I believe it is imperative to view each case independently. Each defendant is different as well as their life situation. Many times there is a far better end result if the fines that are imposed also include community service. The Huachuca City community would benefit greatly if this approach is used in conjunction with monetary fines.

**Experience:**

**1/01/2007 to Present**

**Justice of the Peace Santa Cruz County, Precinct #2, Sonoita, AZ 85637**

Apply state statutes and county ordinances. Preside over misdemeanor and traffic cases, jury trials, bench trials, orders of protections, injunctions against harassment, pretrial conferences, arraignments, motions, imposing sentences, conditions of release and sets bond. Supervise court staff, manage budget and maintain all court records and all other court duties.

**1/01/2016 - 12/01/2017 Magistrate, Huachuca City, AZ 85637**

Apply state statutes and city ordinances. Preside over misdemeanor and traffic cases, jury trials, bench trials, orders of protections, injunctions against harassment, pretrial conferences, arraignments, motions, imposing sentences, conditions of release and sets bond. Supervise court staff, manage budget and maintain all court records and all other court duties.

**01/2006 – 01/2007 Deputy, Santa Cruz County Sheriff's Office, Nogales, AZ 85621**

Responsible for enforcing county ordinances and Arizona State law. Conduct criminal investigations of robbery, burglary, auto theft, white collar, assaults, domestic violence, fraud, child abuse. Traffic accident investigations.

**03/2003 – 01/2006 Chief Marshal, Patagonia Marshal's Office, Patagonia, AZ 85624**

Responsible for enforcing the city codes, county ordinances and laws of the State of Arizona. Conduct criminal investigations of robbery, burglary, narcotics, auto theft, white collar, assaults, domestic violence, fraud, child abuse, DUI, etc. Conducted background investigations for police applicants and internal investigations. Field Training Officer.

**02/1986 – 03/2003 Deputy, Sergeant Cochise County Sheriff's Office, Bisbee, AZ 85603**

Responsible for enforcing the county ordinances and Arizona State law. Conduct criminal investigations of robbery, burglary, auto theft, white collar, assaults, domestic violence, fraud, child abuse, DUI, etc. . Conducted traffic accident investigations. Field Training Officer. Sex Offender Registration Coordinator. Police Academy General Instructor. Medical Screening Investigator for police applicants.

**10/1983- 02/1986 Deputy, Patagonia Marshal's Office Patagonia, AZ 85624**

Responsible for enforcing the city codes, county ordinances and laws of the State of Arizona. Conduct criminal investigations of robbery, burglary, narcotics, auto theft, white collar, assaults, domestic violence, fraud, child abuse, DUI, etc. Traffic accident investigations.

**Education:**

**Opioid Crisis Management and the Judicial System (2018)**  
**Arizona Justice of the Peace Association Annual Conference (2010 – 2018)**  
**Arizona Annual Judicial Conference (2008 - 2018)**  
**Arizona Governor's Office of Highway Safety Traffic Conference (2014)**  
**Arizona Governor's Office of Highway Safety Judicial Conference (2011)**  
**Code of Judicial Conduct (2010)**  
**Code of Conduct for Judicial Employees (2010)**  
**Administrative Office of the Courts – Oral Arguments (2010)**  
**Records Management (2009)**  
**Santa Cruz County Court Administration - New Rules for Eviction Actions (2009)**  
**Governor's Office of Highway Safety - Judicial DUI Conference (2009)**  
**Judicial Staff Education Committee - A Question of Ethics (2008)**  
**Arizona Department of Public Safety - Traffic Direction Class (2008)**  
**The Governor's Office of Highway Safety – Conference for Judges (2007)**  
**Tucson City Court – Courtroom Security (2007)**  
**Arizona Supreme Court – Orientation for Judges, Limited Jurisdiction Court Program (2007)**

**29 October 2018**

**Huachuca City  
500 N Gonzales Blvd  
Huachuca City, AZ 85616**

**Dear Mr. Mayor and City Council,**

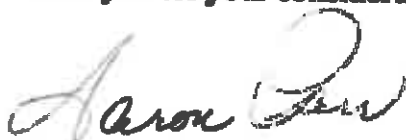
**This letter is written as my notice of intent to serve as the Huachuca City Magistrate as the position will be opening soon.**

**I have been in the legal arena since 1993 as a Certified Mediator-Arbitrator by the Superior Court of Arizona in Cochise County, and also handled small claims and civil cases for the Justice Courts in Cochise County.**

**I have been an Associate Magistrate for Huachuca City and Tombstone for the past three years and performed jail responsibilities and filled in for court when needed in both Huachuca City and Tombstone. I have taken care of the probation and community service defendants, at no cost for my services to the town of Huachuca City, and will continue to do so in the future.**

**My COJET classes/credits are up to date and on file with both the Huachuca City and Tombstone courts. As of last year, I was recertified to do initial appearances at all levels concerning the limited jurisdiction courts.**

**Thank you for your consideration.**



**Aaron Parr  
8030 E. Alexis Lane  
Sierra Vista, AZ 85650**





# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## RESOLUTION NO. 2018-36

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, ADOPTING CHANGES TO THE TOWN'S PERSONNEL POLICES CONCERNING STANDBY AND CALL-OUT DUTY.

WHEREAS, pursuant to Ordinance No. 2018-04, the Town Council removed the Town's personnel polices from the Town Code and directed the Town Manager to develop and maintain the Town's Personnel Policy Manual; and

WHEREAS, on April 26, 2018, the Town Council approved the Town Manager's Personnel Policy Manual and has approved amendments to it from time to time [the "Manual"]; and

WHEREAS, the Town Manager has developed another revision to the Manual concerning standby and call-out duty, attached hereto as Exhibit A, and incorporated herein by this reference; and

WHEREAS, the Council has reviewed the proposed change, and finds that adopting it is in the best interests of the Town, its residents and employees.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Huachuca City, Arizona, that the Manual is hereby revised with the policy change reflected on Exhibit A.

**BE IT FURTHER RESOLVED** that the Town Manager is hereby authorized and directed to implement the policy change forthwith.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 13th DAY OF DECEMBER, 2018.**

ATTEST:

\_\_\_\_\_  
Johann Wallace, Mayor

Approved as to Form:

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

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

**[Exhibit A]**  
**[Personnel Policy Changes]**

[Exhibit A]

**2.130.875      STAND-BY AND CALL-OUT DUTY**

The Town has established a policy for stand-by and call-out duty for non-exempt employees who may be called back to work for emergency services during non-scheduled work hours.

**A. Stand-By Duty**

**1. Definition and General**

Stand-by duty is a specific period of time during non-scheduled work hours in which an employee remains available to respond to an emergency. Positions must be authorized to be paid stand-by duty. Changes to the list of authorized positions may be recommended by the Department Head in consultation with the Town Manager. Approval will be based on public safety or protection of property. The list of approved positions is defined by Administrative Directive. Non-exempt employees who reside more than fifteen (15) miles outside of the town limits are not eligible to be on stand-by duty.

Stand-by duty must be allocated fairly on a rotational basis and should not exceed seven (7) days in a pay period. Employees assigned stand-by duty will respond to emergency callback situations in accordance with time parameters established by the department. During stand-by duty the assigned employee will not be restricted in movement or activity. The employee can use the time spent on stand-by duty primarily for their own benefit, provided the employee can respond within the established time parameters. Each department will establish their procedures for stand-by duty.

**2. Compensation**

Stand-by duty compensation will be paid at the rate defined by Administrative Directive. If the employee fails to respond to a call while on stand-by duty, the employee will not be considered to have been on stand-by duty and those hours designated to stand-by will not be compensated. The time spent traveling between home and work if called in while on stand-by duty is considered time worked and compensable. Exempt positions are not eligible for stand-by compensation.

**3. Requirements for employees assigned to stand-by duty:**

- a. Be available by telephone at all times.
- b. Provide a telephone number where they may be reached during stand-by duty.
- c. Respond to call-out location within time parameters established by the department.
- d. Remain fit to perform their job safely and comply with the drug and alcohol policy.

**B. Call-Out Duty**

**1. Definition and General**

Call-out duty refers to an employee called to work during non-scheduled work hours to perform emergency services. An employee does not have to be on stand-by duty to be called to work. An extension at the beginning or at the end of the work day is not a call-out. If an employee is requested to report for an emergency call-out, the employee must notify the requester if they are unfit to safely perform their job and must not respond to the call-out. Employees responding to

call-outs must be in compliance with the drug and alcohol policy. Each department will establish their procedures for call-out duty.

**2. Compensation**

The minimum time employees will receive compensation for a call-out is two (2) hours. The time spent traveling between home and work if called out is considered time worked and compensable. Call-out is compensated at one and one half (1 ½) times the regular wage rate. Exempt positions are not eligible for call-out compensation.

- **Bus Line Service Discontinued-** 12/31/18 will be the last day for Town bus service, as the service is being eliminated due to a lack of funds. The buses will be mothballed for the possibility of eventually bringing back the bus line to grant standards.
- **Recycling equipment Sold-** The Town recycling has been sold for \$30,200. We spoke to multiple companies however there was little interest due to the reduction in possible recycling program profits. Council approved the surplus of the equipment in spring 2018. The equipment will be removed in 60 days and requires multiple conditions: Licensed electrician, Certificate of Insurance and as little damage to facility as possible. This will open up the building as a true Public Works shop and allow rooms for lifts and service equipment.
- **Water & Sewer Fee Timeline-**
  - Council Work Session Thursday, 12/6 6pm Water & Sewer Rates
  - Council Meeting Thursday, 12/13 Water & Sewer Rates-60 day clock
  - Public Hearing, Thursday, 2/14 6pm Water & Sewer Rates
  - Council Meeting, Thursday, 2/14 7pm Water & Sewer Rates Vote
  - New/Water Sewer Rates Begin, 4/1/19
- **Senior Center Agreement-** There will be a Council work session on Thursday, December 13<sup>th</sup> at 6pm to discuss the Senior Center agreement and possible RFP for Senior Center services. Laura Villa from the SEAGO committee on aging will be there to speak about possible funding opportunities.
- **SEACOM-** Council will be voting on the SEACOM documents on 12/13. If approved the Town will be joining SEACOM for dispatch services on 2/1/19. This change will save the Town \$10k monthly.
- **Coffee with the Town Manager 12/17 6pm @ Community Center-** The Coffee with the Manager meeting will be held on Monday, December 17<sup>th</sup> at 6pm at the Community Center. Garbage, Water and Sewer Rates will be discussed.
- **Waste Management-** WM began collecting Town trash on 12/5. Utility billing is the same as always, with the Town writing one check monthly to WM.
- **Animal Shelter IGA-** the IGA between the County and Huachuca City has been approved by the county. This documents includes an annual increase to \$45k, right of refusal, and an annual cost of living adjustment. The prior agreement was from 2003.
- **Magistrate Judge-** Judge Lund has informed she no longer intends to be the primary Judge for magistrate. Judge Barth and Judge Parr have expressed an interest in being Town magistrate.
- **No 2<sup>nd</sup> Council meeting in December-** There will be no 2<sup>nd</sup> Council meeting due to Christmas holidays. Town offices will close at 12pm on December 24<sup>th</sup>.
- **Christmas Employee Potluck-** the Christmas Employee Potluck will be held on Tuesday, December 18<sup>th</sup> from 11am-1pm at the Community Center. All employees and Councilmembers are invited to attend.

- **Town Christmas Events-**

- Christmas Tree Lighting-Friday, 12/7 6pm at Town Hall
- Polar Express-Friday, 12/7 6:30pm at Town Hall
- Christmas Parade-Saturday, 12/8 10am Town Hall to Community Center
- Toy Run Pancake Breakfast, 12/15 8am-11am at Whetstone Fire
- Toy Run, Saturday, 12/15 10am-12pm at Town Fire Hall
- Christmas Basket Pick up, Tuesday, 12/18 6pm-8pm at Community Center
- Town Offices Closed for Christmas Holidays, Monday, 12/24 12pm-Wednesday, 12/26 at 8am

**Healthy Communities Meeting-** The next Healthy Communities meeting will be held on Monday, January 7<sup>th</sup> at 5:30pm at the Community Center.

**Staff Offices Relocation-** The transfer of a few town offices is now completed. Finance Clerk has moved to the former Mayor's office and the Building Inspector has moved to the former finance office. The old Building Inspector's office will now be an open office with Council mailboxes and agendas. Thank your Mayor Wallace for the generous offer of the Mayor's office.

**Caterpillar Delivery-** The new Caterpillar 816 compactor and D6 dozer will be delivered the 3<sup>rd</sup> week of December. The 2012 Caterpillar 836 will be leaving as surplus sale. The payment on the two new pieces of equipment will be less than the payment on the current compactor.

**Finance Report**

- Bank Balance as of November 13, 2018-\$387,435.00
- Credit Card Cash Back-Huachuca City is considered an Elite Customer
  - a. Elite customer's do have cash back options
  - b. The annual fee for a reward program is \$75 annually
  - c. The cash back program pays 1.5% on net purchases
  - d. The cash back program pays out every quarter
  - e. Average Credit Card Payment Per Month is \$4,000
    1.  $\$4,000 \times 1.5\% = \$60$
    2. Not Enough To Cover Annual Fee of \$75.00
- Council Mailboxes are moving from Mayor's office to Jim Johnson's old office

\*Please keep in mind; Need to reduce spending. Keep cost down.

**Landfill Report**

- Working new cell south end making sure no waste is blowing to our neighbor's property.
- Will be attending seminar for Empire for two days Dec 3<sup>rd</sup> and Dec 4<sup>th</sup> in Tucson for free. Bo will take over for those two days.

- Still working repairs and servicing our equipment on daily basis for a big savings.
- Will be hiring two part timers in place of 1 full time operator.
- If everything goes well Charlie will return to work on the beginning of the year.

### **Library Report**

- During the period October 1<sup>st</sup> through November 15<sup>th</sup> we held 4 digital literacy classes: How to Use the Card Catalog, Basic Internet, Cloud Computing and Password Management. All were well attended. We also held 4 one-on-one Tech Help sessions.
- We also had 4 guest speakers as part of our Spotlight on Speakers Program: Mr. Charles Hancock from the SW Association of Buffalo Soldiers, Ms. Pam Chandler from the Sierra Vista Co-op (Healthy Eating on A Shoestring Budget), Tom Tierney (Prospecting in Arizona), and Merle Kilpatrick (Fairbank, AZ Ghost-town). All were very well attended. Standing room only for Mr. Tierney.
- Book order was submitted. Ordered and received approximately 34 new books and 33 new DVDs. Books/DVDS are paid for by the Cochise County District.
- Began a new program in October: Crazy 8 Math Club for children K-5<sup>th</sup> grade.
- Attended the Arizona Library Association Conference in Mesa Oct 24-26. During the conference attended excellent break-out sessions on subjects such as: Pop culture in Library Programming, Hotspot Lending, Patron Surveys, and Children's programming.
- Completed a 6-week Library Juice course: Exploring STEAM Concepts through Story times: Joyous Opportunities for Building Abstract Thinking in Young Children, Their Parents, and Caregivers. Course was paid for through an Arizona Library grant. Counts for 1.5 hours of continuing education.
- Applied for hotspot grant funding to continue offering a Hotspot Lending program.
- Our week-long LibraryCon was a huge success over 100 people attended the first day. We had a Pokémon Craft & Scavenger Hunt, Superhero Competition and Cosplay, Space & Science Day which included a robotic obstacle course, and Medieval Day. A medieval re-enactment group came and shared information about medieval games, weapons and crafts.

- Received a \$2,500 grant from the Arizona State Library to buy equipment/supplies for our Maker Space. Those items have been purchased.
- The Friend so of the Huachuca City Library agreed to pay \$250 towards our new library sign. Jim Halterman got us a discount of 40% further reducing the total cost of the sign.
- In October began a new 6-week grant-funded program for preschoolers: Fun with Math and Science. It has since concluded. Post-program surveys indicate that it was well-received. We will run it again in the spring.
- Parks and Recs events, Trunk or Treat on 31 Oct and the Small Business Expo/Craft Fair on Nov 3, went well.
- Began work on the annual Arizona State Library Report which is due on 1 December.
- Current recurring programing includes: Coding Club on Mondays, Story time and Crazy 8 Math Club on Wednesdays, Spotlight on Speaker Program on Thursdays, also on Thursdays story time for 2<sup>nd</sup> graders and kindergarteners from Huachuca City Elementary as well as Lego Club and Basic Electronics Class and Fun Fridays with STEAM on Fridays.

## **BUILDING OFFICIAL/ZONING ADMINISTRATOR REPORT**

### **Building Dept.**

We have had a busy year with building permits. Some of the highlights include:

- The plan check for the office expansion at the Swire Coca Cola warehouse has been completed. I have been in contact with the architect this week about the submission of the building permit application. They have also agreed to upgrade their water meter and add a backflow preventer.
- The Children's Center was completely remodeled. It is ready for occupancy; but the Owner is looking into an organization to run the center.
- The main house that burned on 2<sup>nd</sup> street has been completely rebuilt and a certificate of occupancy has been issued. Damages to Councilwoman Hirshberg's home has also been repaired. The other house on 2<sup>nd</sup> Street that was damaged in the fire is presently undergoing a rebuild.



- I spoke to the General Contractor that has been hired to rebuild the recently burned Methodist Church outlining the requirements for the new building. He indicated blueprints should be ready for review sometime in January.

### Zoning Dept.

The Planning and Zoning Commission had a busy year as well. They conducted CUP hearings for the Gardner's Garage and the Community Garden, as well as reviewed the proposed office expansion at the Swire Coca Cola warehouse. In addition, they just completed their two-year project amending the zoning code. These text amendments update the sign code, manufactured home and RV parks, placement of manufactured homes outside of manufactured home parks and home occupation regulations. It also adds a Citizen Review process to any zoning requests. The first neighborhood meeting was conducted in October to introduce the public to these proposed text amendments.

With the election of Harland Sexton to the Council, the Planning and Zoning Commission now has two vacancies. If you are interested in being involved in the growth of the Town, please submit an application to the Town Clerk for consideration. Their next meeting will be on January 2, 2019.

### Floodplain

2018 saw great steps with FEMA in the remapping of lower Huachuca City and the strong possibility of removing it out of the floodplain. They are anticipating meeting with the Town in the 1<sup>st</sup> quarter of 2019 to review the preliminary work.

### Code Enforcement

I am in the process of creating a new Chapter of the Town Code that will focus on property maintenance. It will specifically outline the responsibilities of property owners to keep their buildings and premises maintained and free of litter, weeds and overall junk. It will also outline the process the Town is to follow to compel Property Owners to keep their properties maintained. This will be a major update to the Town Code and will provide a great tool in our toolbox.

### Police & Animal Control

Hello Team, here is an update on your Police Department, Communications Center and Animal Shelter.

- Police: All Grant Details (Stonegarden and DUI Taskforce) have been accounted for and are current. City Code Violations continue to be identified. Offenders are being contacted, issued citations or written warnings. Traffic flow

behind Town Hall continues to adjust to the new signs and the new traffic pattern. Numerous town events are forthcoming. Numerous Superior Court appearances are necessary for some HCPD officers in the coming weeks. HCPD carries 3 sworn police officers, a Lieutenant and Chief.

- **Communication Center (Dispatch):**

The SEACOM presentation will be delivered on 12-13-2018. The presenter will be the director for SEACOM (Bill Dugan). The JPA is waiting to be approved by council. This will allow CenturyLink and State 911 to move forward with the Dispatch Station moves towards the designated locations. Dispatch continues to carry 3 full time positions and Gerri Sullivan works 24 hours a week to make up the difference.

- **Animal Control:**

The County Board of Supervisors has approved the shelter IGA.

Our new hire Gaylen Folsom has started. The office building has been painted. The South end of building will be painted in December. Propane has been ordered. The animal shelter will look into changing to natural gas.

Animal Control positions fluctuate as we continue to find the right combination of 4 dedicated part time employees.

### **Public Works**

- All Dailey rounds have been completed at all Well Sites, Sewer Ponds.
- All Monthly samples have been pulled and turn in at Turner Laboratories in Tucson.
- ***Aquifer Protection Permit Field Inspection Report from ADEQ Compliance Summary for Certified Operator, Physical Facilities, Monitoring and Reporting all received "YES". Potential deficiencies were noted during the course of the inspection.***
- Public works service filters and fluids on the Street Broom.
- Public works Graded and Repaired East Hunt Ranch Road and the bypass road by Keeline Park.
- Waiting Bids from the Cochise County Road Crew to Crack Seal and Repair Skyline Hill Road and parts of East Hunt Ranch Road.
- Public works is waiting for Bid Approval for the Senior Center Roof.
- Public works waiting "Approval" for repair and upgrade the outlet for the Power Panel at the Skate Park.

### **Council Reports**

**REPORT OF SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION (SVMPO)  
EXECUTIVE BOARD REGULAR MEETING NOVEMBER 15, 2018**

The SVMPO executive board voted to bring FY18 funding into FY19 for several items:

- Two new buses for Vista Transit, smaller size than the typical Transit buses
- ADA-compliant communication announcement systems for all Transit buses

80% of the costs will be covered by federal funds via ADOT, Sierra Vista will cover the rest.

The board voted to approve adjustments to the massive North Garden/Fry Blvd Project for the West End, aligning the project location description to match the IGA and Highway User Revenue Fund scope. It will encompass all of North Garden Ave., and Fry Blvd from North Garden Ave. east to Seventh Street. It's a comprehensive plan including updated business access, sidewalks, treescapes, benches, bus stops and bike-and-pedestrian friendly traffic lanes.

The ADOT representative gave an update about the Foothills Dr./Rte. 92 intersection, which is now over a month behind due to the busy schedules of the asphalt and striping contractors with whom ADOT contracts. He said there are only a couple finish asphalt and striping companies in the whole state certified to do ADOT projects.

Administrator Karen Lamberton's report included instructions for Huachuca City's in-kind form submissions so that our staff's contributions of time and supplies can be logged properly.

The Bicycle and Pedestrian Advisory Sub-Committee has two vacancies, and Ms. Lamberton would like Huachuca City to supply at least one of those spots.

The SVMPO's increased boundaries means the demographics have changed. Here is a helpful chart of how Huachuca City compares to Sierra Vista and the larger region:

<b>Demographics – Title VI Data</b>					
	<b>Arizona</b>	<b>Cochise County</b>	<b>Sierra Vista</b>	<b>Huachuca City</b>	<b>SVMPO</b>
<b>Minority population</b>	43.5%	43.7%	43.02%	47.02%	36.99%
<b>Median age</b>	37.1%	40.3%	33.1%	30.0%	39.7%
<b>Median HH income</b>	\$51,340	\$45,383	\$56,280	\$32,801	\$44,821
<b>Limited English proficiency</b>	9.0%	9.8%	6.4%	8.1%	6.7%
<b>Poverty</b>	17.7%	18.9%	14.9%	34.8%	14.9%
<b>HH with no vehicles</b>	6.7%	5.7%	5.1%	4.8%	4.1%



# Quarterly Newsletter

Fall 2018 | Issue 12 | Via Vista

## *New Administrator Hired*

The Sierra Vista MPO welcomed their new Administrator, Karen Lamberton, in September 2018. A ten-month search and selection process was undertaken after the former Administrator, Dan Coxworth, moved on to fill Cochise County's Planning Director vacancy. Ms. Lamberton has worked in the transportation planning field for over 23 years; most recently as Cochise County's Transportation Planner. Prior to that she was the long-range transportation planner for Pima Association of Governments, the MPO for the Pima County region. She has an educational background in politics and law with a Master's degree in Planning from the University of Arizona. The Chair of the Sierra Vista MPO, Mayor Mueller, stated that the selection committee was "very impressed with Ms. Lamberton's credentials."

## *Inside This Issue*

- ❖ North Garden Project Initiated
- ❖ Regional Safety Plan Completed
- ❖ SVMPO Boundaries Expanded
- ❖ Notes from the Administrator's Desk
- ❖ Upcoming Meetings

## *Acronym Definitions*

**MPO:** Metropolitan Planning Organization

**SVMPO:** Sierra Vista MPO

**ADOT:** Arizona Department of Transportation

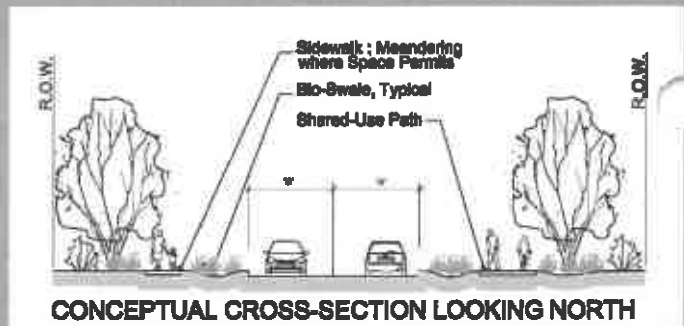
# North Garden Project Initiated

The City of Sierra Vista's City Council approved an Intergovernmental Agreement with the Arizona Dept. of Transportation on Sept. 13, 2018 for this \$2.54-million-dollar improvement on North Garden Ave. and Fry Blvd.

This is a multi-phased project with the first area of improvement focused on Fry Blvd. between North Garden Ave. and Fab Avenue and along North Garden Ave. between Fry Blvd and Whitton.

A design contractor will be selected and construction work begin in mid-2020. The project schedule anticipates completion within two years.

Watch for project details on the SVMPO website:  
[www.svmppo.org](http://www.svmppo.org)



Fry Blvd. will be reconfigured into a 3-lane cross-section with the addition of new, wider sidewalks.

Energy efficient LED pedestrian lighting will be installed, landscaping using water harvesting and irrigation techniques are included.

Amenities like bicycle racks and providing for ADA access are part of the design of this enhanced multi-modal neighborhood project.



Read the 2018 Strategic Highway Safety Plan, now available online at [www.svmppo.org](http://www.svmppo.org)

## Safety Moment

The Sierra Vista MPO partnered with the Southeastern Council of Governments (SEAGO) and the Arizona Dept. of Transportation to complete a safety analysis and plan for the four-county region.

In the Sierra Vista MPO area the challenge to get everyone home from their journey safely is **not** the transportation infrastructure. It is us – the drivers – and the choices we make. Causes of crashes in our area include:

- Driving too fast
- Trying to do two or more things while driving
- Red light running
- Failing to yield

Continued...



Combine these driver behaviors with alcohol, drugs (including prescription medications), exhaustion and distractions and that leads to financial costs, travel delays, injuries and preventable fatalities.

**How can you help?** Take a deep breath, enjoy the pause at that red light, encourage everyone in your car to be a watchful co-pilot and **Stay Alive... Focus on Your Drive.**

# Stay Alive... Focus on the Drive

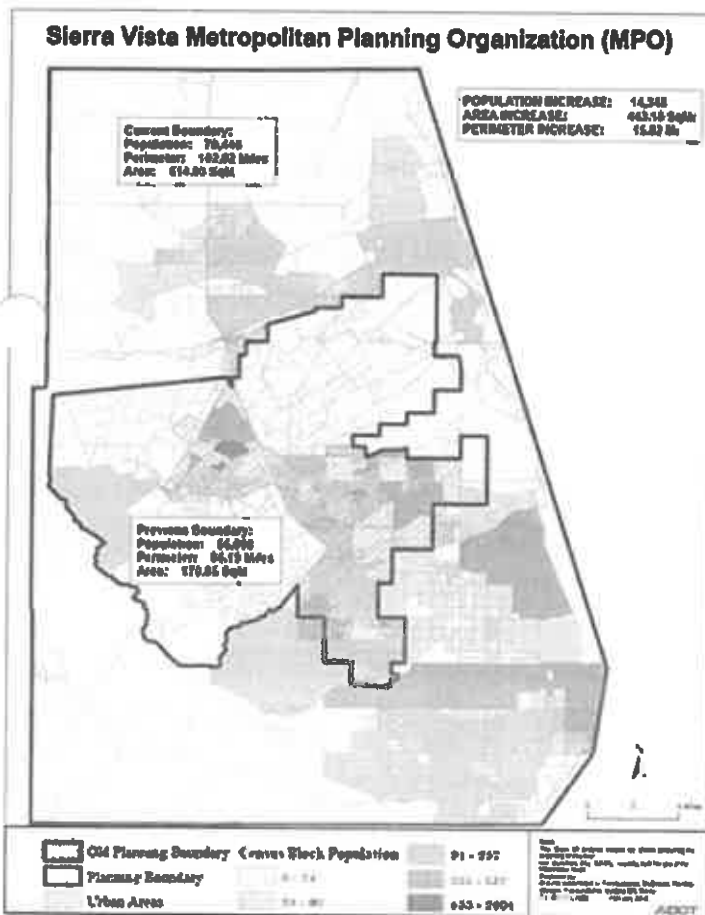
## SVMPO Boundary Expansion

The Sierra Vista MPO welcomed the Town of Huachuca City into the SVMPO boundaries when the MPO boundaries were expanded in January 2018. The SVMPO Board also expanded into the southwest corner of Cochise County to include the areas of Nicksville and Hereford.

State Highways 90 and 92 link this regional transportation corridor together. The SVMPO has been working with all three of their member jurisdictions and ADOT to review and update the classifications for their maintained roadways. Roads that have been approved in the federal functional classification system are eligible for federal funding that is planned and awarded through the MPO process.

Four new segments of roadways in the Town of Huachuca City were recommended to be included in the federal system which will provide future opportunities for intersection improvements and corridor studies for the Town. Sierra Vista's upgraded several roadway segments to Minor Arterials and Cochise County proposed five local road upgrades to Minor Collectors.

The federal functional classification system for the greater Sierra Vista area can be viewed on ADOT's website at: <https://www.azdot.gov/maps/functional-classification-maps>



## Notes from the Administrator's Desk

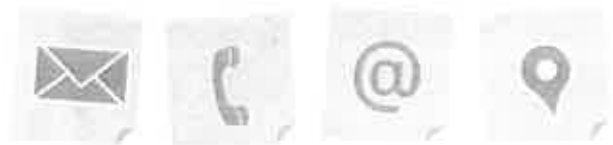
When I first begin to talk to people about taking on this job with the Sierra Vista MPO I would hear over and over again: **What is the MPO?** The question would be asked in tones of curiosity or puzzlement, with skepticism and sometime suspicion. Some of my family wondered if this was a real job!

Although regional governments have been around since the early 1960's, and the Sierra Vista MPO has been in existence since 2013, what we do is not very well known. The Sierra Vista MPO is one of 12 regional agencies in Arizona: eight serve urbanized areas. The efforts of regional governments to create a seamless transportation system has been so successful that it is almost taken for granted today.

This wasn't the case when regional governments were first formed in the early 1960's. Growth of cities began to blend boundaries between jurisdictions and travelers became confused and frustrated when signs, striping or roadway widths changed abruptly along one single route. The federal government, whose interest in the roadway network was the efficient movement of freight and military between States, suggested that Cities, Towns and Counties needed to work together more closely so that federal funds spent on roadways in one city would not simply end when it reached another city.

Larger urbanized areas then formed Metropolitan Planning Organizations or MPO's and began to coordinate with State Transportation Departments to standardize roadway infrastructure. The results are seen today when you travel across multiple jurisdiction boundaries: everywhere you go the same width and color of striping alerts you to no passing zones, the same color and shape of sign lets you know what the regulatory speed limit is and most roadways provide you with a smooth transition between four lanes in one city to two lanes in another.

What regional governments, like the SVMPO, do best is convene the regional table to discuss regional solutions. We bring real-time data to the table to help inform those decisions. We look to the future and begin to prepare to meet the needs of our changing and growing communities.



Karen L. Lamberton, AICP Administrator  
401 Giulio Cesare Ave.  
Sierra Vista, AZ 85635  
Office Phone: (520) 515-8525  
E-Mail: SVMPO@SierraVistaAZ.gov  
For More Information: [www.SVMPO.org](http://www.SVMPO.org)





**Public Participation** is welcomed without regard to race, color, national origin, age, sex, religion, disability or family states. Persons that require special accommodations under the Americans with Disabilities Act (ADA) or persons who require translation services should contact the SVMPO at 520.515.8525

## Upcoming Meetings

**SVMPO Executive Board Meetings** are held at the Sierra Vista City Hall: 1011 N. Coronado Drive, Sierra Vista, AZ

➤ November 15, 2018 at 3:30 p.m.

---

**Technical Advisory Committee Meetings** are held at the Sierra Vista Public Works Bld: 401 Giulio Cesare Ave., Sierra Vista, AZ

➤ Next Date TBD

---

**Bicycle-Pedestrian Advisory Subcommittee (BPAC) Meetings** are held at Vinny's Pizza on 1977 S. Frontage Rd. (Hwy 92)

➤ Next Date TBD

---

Public Meeting notices are posted in the lobby of City of Sierra Vista's Public Works Building: Pete Castro Center, located at 401 Giulio Cesare Avenue, Sierra Vista, Arizona, 85603. This location is open to the public Monday through Friday from 8:00 a.m. to 5:00 p.m. except legal holidays.

For up to date meeting information also visit [www.svmppo.org/calendar](http://www.svmppo.org/calendar)





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

**SECTION 1.** The Code, CHAPTER 18.10 “DEFINITIONS” SECTION 18.10.010 “Definitions” is amended by making the following text changes to the definition of “HOME OCCUPATION”:

“Home occupation” means an activity carried on by the occupant of a dwelling as a secondary use, including professional and semi-professional offices when conducted and entered from within the dwelling, ~~in connection with~~ which there is no ~~public~~ outside display or storage of stock-in-trade upon the premises, not more than one nonresident of the premises is employed and not more than one-fourth of the floor area of one story of the principal building, or a detached home workshop of not more than 200 square feet in area is used for such home occupation; and provided, that the residential character of the dwelling is not changed by said use and that such occupation does not cause any sustained changes by said use and that such occupation does not cause any sustained or unpleasant or unusual noises, vibrations, noxious fumes, odors, or cause any parking or traffic congestion in the immediate neighborhood.

**SECTION 2.** The Code, CHAPTER 18.35 “R-1 RESIDENTIAL DISTRICTS” SECTION 18.35.040 “Use Regulations” is amended by deleting the text in its entirety and replacing with the following text:

*“Manufactured homes and mobile homes are not allowed to be installed within this zone. Any manufactured home or mobile home existing within this zone at the time of enactment of this provision is permitted to remain, provided it is occupied as a residence and in good repair.”*

**SECTION 3.** The Code, CHAPTER 18.40 “R-2 RESIDENTIAL DISTRICTS” SECTION 18.40.020 “Use Regulations” is amended by deleting the text in its entirety and replacing with the following text:

*“Manufactured homes and mobile homes are not allowed to be installed within this zone. Any manufactured home or mobile home existing within this zone at the time of enactment of this provision is permitted to remain, provided it is occupied as a residence and in good repair.”*

**SECTION 4.** The Code, CHAPTER 18.45 “R-3 RESIDENTIAL DISTRICTS” SECTION 18.45.010 “Uses Permitted” is amended by deleting the text of current subsection F in its entirety and replacing with the following text:

*“F. By conditional use permit from the Planning and Zoning Commission”*

**SECTION 5.** The Code, CHAPTER 18.50 “R-4 RESIDENTIAL DISTRICTS” SECTION 18.50.010 “Uses Permitted” is amended by deleting the text “Tourist park or” from subsection B. It is further amended by deleting the text from subsections C D in their entirety and replacing with the following text:

*“C. Manufactured home park in accordance with regulations outlined in Chapter 18.115  
Manufactured Home Parks”*

*“D. By conditional use permit from the Planning and Zoning Commission”*

**SECTION 6.** The Code, CHAPTER 18.100 “SUPPLEMENTAL REGULATIONS” SECTION 18.100.210 “Home Occupations: is amended by making the following text changes:

A home occupation may be permitted upon application to the ~~zoning commission~~ town clerk in any residential district, subject to the following conditions:

- A. The home occupation ~~must be registered with~~ requires a business license from the town clerk and is subject to review by the ~~planning and zoning commission building official. The building official will issue a permit.~~ If the applicant is not the owner of the premises, written owner permission for the home occupation must accompany the business license application.
- B. Offices of members of recognized professional persons may be permitted; provided, that no more than one person, not a member of the household, may be employed in connection with such operation in such office. One small professional or announcement sign not over one square foot in area shall be allowed affixed to the main wall of the main residence dwelling.
- C. Prohibited Home Occupation Uses.
  1. The operation of a weapons merchant is strictly prohibited as a home-based business. This includes the sale, mail order, trade, manufacture, display, storage, or repair of any sort of weapon, ammunition, explosive device and/or material including all weapons prohibited under ARS Section 13-3101.
  2. Barber and beauty shops, nail salons, commercial stables, cosmetologists, ~~dog~~ pet grooming or boarding, embalmers and morticians, human and animal medical/dental services, massage therapists, restaurants, storage, ~~painting, washing and sales on property not owned by the occupants of the property.~~ all auto-related service and repair.

**SECTION 7.** The Code, Chapter 18.110 “SIGN REGULATIONS” is amended by deleting the text in its entirety and replacing with the following text:

**Sections:**

18.110.010 Findings and Purpose

- 18.110.020 Interpretation of Chapter
- 18.110.030 Definitions
- 18.110.040 Requirement of Conformity
- 18.110.050 Nonconforming and Abandoned Signs
- 18.110.060 Enforcement
- 18.110.070 Required Signs
- 18.110.080 Permit Requirements and Procedures
- 18.110.090 Inspections
- 18.110.100 Identification
- 18.110.110 Maintenance
- 18.110.120 Construction Requirements
- 18.110.130 Design and Integration
- 18.110.140 Location Restrictions for all Signs
- 18.110.150 Sign Area and Height Calculations
- 18.110.160 Prohibited Signs
- 18.110.170 Permanent Signs in Single Family Residential Zoning District
- 18.110.180 Permanent Signs in Multiple Family Residential Zoning District
- 18.110.190 Permanent Signs in Manufactured Home/RV Parks
- 18.110.200 Permanent Signs in Quasi-Public Uses
- 18.110.210 Permanent Signs in B/C Commercial Zoning Districts
- 18.110.220 Permanent Signs in C2/C3 Industrial Zoning Districts
- 18.110.230 Flags
- 18.110.240 Window Signs
- 18.110.250 Digital Signs
- 18.110.260 Temporary Signs

**18.110.010 Findings and Purpose.**

Signs can obstruct view, distract motorists, obstruct pedestrian and/or vehicular traffic flow, create a safety hazard, create aesthetic blight and visual clutter, and pose other problems that legitimately call for regulation. The purpose of this chapter is to regulate the size, color, illumination, movement, materials, location, height and condition of signs displayed for exterior observation, in order to allow and promote sign communication in such a manner that:

- A. Preserves and protects the public health, safety and welfare within the Town of Huachuca City.
- B. Encourages development of private property in harmony with the desired character of the Town while providing due regard for the public and private interests involved.
- C. Protects and improves the aesthetic beauty of the Town's built environment by eliminating aesthetic blight and reducing visual clutter.
- D. Promotes the effectiveness of signs by preventing their over-concentration, improper placement, and excessive size.
- E. Protects the general public from damage and injury which may be caused by the faulty and uncontrolled construction of signs within the Town of Huachuca City.
- F. Protects pedestrians and motorists of the Town of Huachuca City from damage or injury caused, or partially attributable to the distraction and obstructions which are hereby declared to be caused, by improperly situated signs.

- G. Enhances the flow of traffic and convenience, ease and enjoyment of travel within the Town of Huachuca City.

#### **18.110.020 Interpretation of Chapter.**

- A. Where there is a conflict between the provisions of this chapter and provisions of other regulations of the Town of Huachuca City, the provisions of this chapter shall apply.
- B. The provisions of this chapter shall apply to the erection, construction, alteration, location, and maintenance of all signs within the Town of Huachuca City except as specified in Section 18.110.050.
- C. Any sign permitted by this chapter may contain a non-commercial message in lieu of any other message.
- D. Any provision of this Sign Code that imposes a limitation on freedom of speech shall be construed in a manner that is viewpoint neutral and treats expressive speech either the same as or less restrictive than commercial speech. Any provision of this Sign Code that is found to be an unconstitutional limitation on freedom of speech by any court shall be severed from this Sign Code in a manner that preserves the Sign Code and protects freedom of speech.

#### **18.110.030 Definitions.**

**Balloon, common party:** A common party balloon is a bag made of thin rubber or other light material that when fully inflated does not exceed three (3) feet in diameter. Common party balloons are typically inflated with air or gas that is lighter than air and tethered with a string or thin rope.

**Balloon, fixed:** A fixed balloon is any lighter-than-air or gas-filled balloon that is greater than three (3) feet in diameter when fully inflated and is attached by a tether to a fixed place and elevated to a height that is greater than fourteen (14) feet to attract attention to the business or property.

**Banner:** A temporary sign of fabric, plastic, paper or other flexible substrate on which copy or graphics may be displayed. Detached banners are not attached to a building and are secured to a freestanding temporary support structure, uprights, stakes or poles. Vertical banners are those that are affixed to a permanent structure such as a light pole located within a permitted outside display area. For vertical banners that are mounted in-ground or on top of the ground see the definition for feather signs.

**Billboard:** A permanent sign portraying information not related to an event, business, commodity, product, service, or entertainment occurring on the premises upon which the sign is located.

**Building Code:** Chapter 15 Buildings and Construction Regulations of the Town Code.

**Building Envelope:** The exterior area located within twenty (20) feet of the front of a building. Said area is typically designed for pedestrian use and may include features such as a sidewalk or colonnade parallel to the building front, the primary business entrance, signs, sidewalk furniture and planters.

**Business frontage:** For single tenant buildings the business frontage is the lineal distance of the building measured along a straight line parallel to the street. Where said building is not parallel to the street, the business frontage shall be measured along the exterior front wall of the building. For an individual business located within a multi-tenant building, the business frontage shall be the length of the space occupied by said business measured in a straight line along the exterior front wall of the building, except for an individual business with minimal exterior frontage occupying the interior corner space of an "L" shaped multi-tenant building, in which case the business frontage may be determined by the length of the space occupied by the individual business measured in a straight line parallel to the nearest street.

**Fascia:** A parapet-type wall used as part of the fascia of a flat-roofed building and projecting not more than six (6) feet from the building face. Such a wall shall enclose at least three (3) sides of the project flat roof and return to a parapet wall or the building.

**Ground level:** The finished grade of existing sidewalk; or where there is no sidewalk, the street centerline elevation shall be the established ground level.

**Halo:** See definition for internal indirect lighting.

**Indirect lighting:** A source of external illumination located a distance away from the sign, which lights the sign, but which is itself not visible to persons viewing the sign from any normal viewing position.

**Internal indirect lighting:** A source of illumination entirely within the sign visible at night by means of lighting the background upon which the freestanding character is mounted. The character itself shall be opaque, and thus will be silhouetted against the background. The source of the illumination shall not be visible.

**Institutional:** See definition for quasi-public.

**Maintenance:** The replacing or repairing a part or portion of a sign made unusable by ordinary wear or tear, not exceeding fifty (50) percent of the sign's value, as determined by a licensed sign contractor.

**Model home cluster:** A group of two (2) or more model homes (including the parking area) located next to each other, or on opposite sides of the same street that share a common sales office.

**Non-commercial message:** A message that does not propose a commercial transaction.

**Parapet wall:** An exterior wall of a building extending above the roof line.

**Panel:** The portion of a freestanding monument sign that is reserved for use by a single business, organization or other entity located in a commercial or industrial center. Panels can be replaced without replacing or modifying the entire freestanding sign structure.

**Public right-of-way:** Any highway, street, road, lane, thoroughfare, avenue, boulevard, path, alley or other right-of-way that is maintained for public use and is publicly accessible. Public right-of-way does not include access easements on private property or any privately-owned street, road, driveway, path or other similar passageway that may be connected to a public

right-of-way. Public right-of-way typically includes sidewalks and landscaping on both sides of a street.

**Quasi-public:** Essentially public (as in services rendered) although under private or non-profit ownership or control. Quasi-public and institutional uses include educational institutions, medical institutions, religious institutions, fraternal organizations, civic organizations, and other similar uses.

**Reverse pan channel:** A three-dimensional letter or other sign component with opaque face and side walls and an open or translucent back that faces the wall on which it is mounted, concurrently blocking view of the light source within and allowing the wall behind to be illuminated, creating a halo effect around the letters or sign components.

**Roof line:** The height of the main roof structure but not to include cupolas, pylons, projections or other minor raised portions of the roof.

**Seasonal decorations:** Temporary decorations displayed around a holiday.

**Sign:** Any visual communication which is used to attract the attention of the public, when the display is visible beyond the boundaries of the property.

**Sign, abandoned:** A sign structure that is vacant, unoccupied, devoid of any message, or a sign that displays a message pertaining to a time, event, or purpose that no longer applies.

**Sign, accessory:** Category of signs which direct attention to a business, profession or activity conducted on the premises on which the sign is located, including:

1. **Bulletin board:** A wall or ground sign announcing activities of a permitted educational, governmental or recreation area.
2. **Contractor sign:** A wall or ground sign designating the name of persons or firms engaged in construction or repair on the premises.
3. **Developer sign:** A wall or ground sign designating the use which will occupy the premises at some future date.
4. **Home occupation sign:** A wall sign identifying a permitted home occupation on the premises
5. **Identification sign:** A wall or ground sign identifying the property address numbers, post box numbers, names of occupants of premises or other identification of premises, but not having commercial connotations.
6. **Name plate sign:** A wall or ground sign identifying the name and address of the occupant of the premises
7. **Real estate sign:** A wall or ground sign advertising the premises for lease, rent or sale.
8. **Subdivision development sign:** A wall or ground sign advertising the sale of properties in a subdivision.
9. **Utility sign:** A wall or ground sign listing parking regulations or marking the entrance or exit to a parking lot or other permitted accessory use.

**Sign, A-frame:** A type of temporary sign that is portable, self-supporting, and consists of a structure that resembles an "A" shape.

**Sign, air-activated:** Air-activated signs are temporary signs which include common party balloons, inflatable figures, balloon sculpture/arches, air-dancers, wind-driven spinners, pennants, streamers, and other figures or graphics that are filled with air or a gas that is lighter than air, or move with natural or artificially generated air flow, all of which are typically used in conjunction with a special event or activity.

**Sign, awning:** A permanent sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area.

**Sign, cabinet:** A permanent sign that is internally illuminated in which a removable sign face, usually with translucent sign graphics, is enclosed on all edges by a cabinet, and the source of illumination is not visible. A cabinet sign may be multi-faced.

**Sign, change panel:** A permanent sign designed to permit immediate change of copy.

**Sign, digital:** A permanent sign with an electrically activated changeable sign face whose variable message and/or graphic presentation capability can be electronically programmed by computer from a remote location. Digital signs may also be known as Electronic Message Displays (EMD's).

**“Sign, Electronic Message Display (EMD)”:** An electronic or electronically controlled message board, capable of displaying words, symbols, figures or images, where scrolling or moving copy changes are shown on the same message board, or any sign that changes the text of its copy electronically or by electronic control. A nit is a unit of visible-light intensity, commonly used to specify the brightness of an LED, cathode ray tube or liquid crystal display computer display. One (1) nit is equivalent to one (1) candela per square meter. Such signs shall include the following modes of operation:

1. **Dissolve:** Signs where static messages are changed by means of varying light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneous to the gradual appearance and legibility of the subsequent message.
2. **Fade:** Signs where static messages are changed by means of varying light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.
3. **Scrolling:** Signs where the message is changed by the apparent vertical movement of the letters or graphic elements of the message.
4. **Static:** Signs which include no animation or effects simulating animation.
5. **Travel:** Signs where the message is changed by the apparent horizontal movement of the letters or graphic elements of the message.

**Sign face:** The entire display surface area of a sign upon, against or through which copy, symbol or similar component is placed.

**Sign, feather:** A type of temporary sign made of flexible material that is plain or includes copy and/or graphics and is supported by a vertical pole that is anchored in or on the ground. Such signs may also be referred to by other names such as feather flag, feather banner, teardrop flag, shark fin flag, blade flag, or bow sign.

**Sign, freestanding monument:** A permanent sign that is supported by one (1) or more uprights, poles, a base or other similar structural foundation that is braced in or upon the ground, is detached from any other structure or building, and is typically between six (6) feet to ten (10) feet in height.

**Sign, ground:** Any sign, other than a pole sign, placed upon or supported by the ground independent of any other structure.

**Sign, illegal:** Illegal signs include any sign except the following:

1. A sign allowed by this chapter and not requiring a permit.
2. A sign allowed by this chapter with a permit and carrying a valid permit.
3. A sign not allowed by this chapter, but which has been legalized by PAD zoning or variance and proper permit.
4. A sign allowed by this chapter subject to a use permit, provided the use permit has been granted and a proper permit is in force.
5. A nonconforming sign as defined by this chapter.

**Sign, non-accessory:** Category of signs which direct attention to a business, commodity, service, entertainment, or other activity, not exclusively related to the premises to which the sign is located, including:

1. **Billboard:** A permanent sign portraying information not related to an event, business, commodity, product, service, or entertainment occurring on the premises upon which the sign is located.
2. **Directional:** A sign directing or informing the public to the location of publicly owned facilities, historical or scenic points of interest, educational, charitable or religious institutions and hospitals.
3. **Logo:** A small sign permitted and sponsored by the Arizona Department of Transportation under the provisions of the right-of-way encroachment laws to advertise specific motorist services.

**Sign, nonconforming:** Any permanent sign which is not permitted by this chapter, but which, when first constructed, was legally permitted by the City or the political subdivision then having jurisdiction and regulation over construction of signs.

**Sign, permanent:** Any sign constructed and intended to be of an enduring and lasting condition, remaining unchanged in character, condition (beyond normal wear) and position.

**Sign, pole:** A sign that is mounted on a freestanding pole so that the bottom edge of the sign is eight feet or more above.

**Sign, political:** A sign supporting the candidacy of any candidate for office or urging action on any other matter on the ballot of primary, general or special elections.

**Sign, portable:** Any freestanding sign that is not permanently affixed to the ground, a structure or a building, but does not include soda, newspaper or snack machines.



**Sign, projecting:** Any permanent sign attached to a building or other structure in such a manner that its face is not parallel to the wall and is extending in whole or in part beyond the building line (e.g., hanging or projecting blade signs).

**Sign, roof:** A sign which extends above the walls and is supported by the roof of the building.

**Sign, T-frame:** A type of temporary sign that is portable, self-supporting, and consists of an upright component that is attached to a flat base, which resembles an upside-down "T".

**Sign, Temporary:** Any sign, banner, pennant, or valance constructed of cloth, canvas, plastic, light fabric, cardboard, wallboard, plywood or other like materials, with or without frames, and that appears to be intended or is determined by the Zoning Administrator to be displayed for a limited time of 30 days or less, unless otherwise stated.

**Sign, temporary frame:** Any sign not permanently embedded in the ground or not permanently affixed to a building or structure, which is not intended to be a long term permanent sign. Temporary signs include signs affixed to the ground by a temporary anchoring system such as, but not limited to, stakes or ballast, or footing for large temporary freestanding signs.

**Sign, temporary freestanding:** A temporary sign that is made of a rigid and durable material that will withstand the elements, is supported by one (1) or more posts, uprights or poles and is braced in or upon the ground. Each temporary freestanding signs may be single-faced, double-faced, or V-shaped with an interior angle that is forty-five (45) degrees or less as provided for in Section 18.110.150A3.

**Sign, V-shaped:** Signs erected upon common or separate structures which present a V-shape appearance and having an exterior angle between faces of not more than forty-five (45) degrees with a distance between faces of such signs at their closest point not exceeding two (2) feet.

**Sign, vehicle:** Any sign mounted or painted upon or otherwise erected on a trailer, truck, automobile or other vehicle.

**Sign, wall:** Any sign which is attached, fastened, connected or supported in whole or in part by a building or structure other than a freestanding sign structure which is supported wholly by the ground. Wall signs include wall-mounted signs, projecting signs, awning signs and window-mounted signs. A window-mounted sign is not a window sign as defined herein.

**Sign, window:** Any sign, painted on or adhered to the interior or exterior of a glass door or window or placed inside a glass door or window and is visible from the exterior of the window.

**Sign, yard:** A type of temporary sign that is typically less than six (6) square feet in area and is supported by one or more stakes or metal wires inserted into the ground. The sign face is typically made of a semirigid material such as corrugated plastic, sheet metal, foam board, cardboard or placard. Yard signs may also be referred to by other names including lawn signs, road signs, bandit signs, or placard signs.

**Zoning Administrator:** The person appointed and responsible for the enforcement of the Sign Code, or said person's designee.

#### **18.110.040 Requirement of conformity.**

Unless specifically exempted herein, no sign shall be erected, installed, enlarged or maintained without first obtaining a permit from the Town as herein provided. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any sign or structure in the Town, or cause or permit the same to be done contrary to or in violation of any of the provisions of this chapter. All signs maintained contrary to the provisions of this chapter are declared to be nuisances, and such nuisances may be abated as provided by law.

#### **18.110.050 Nonconforming and abandoned signs.**

- A. Any nonconforming sign, as defined in this chapter may be continued in use and reasonable repair and maintenance made to same.
- B. Any nonconforming sign shall not be altered, repaired, or restored to such an extent that the cost of such alteration, repair or restoration exceeds fifty (50) percent of the sign's value, as determined by a licensed sign contractor, unless said sign is brought into conformance with the current provisions of this Code.
- C. Any nonconforming sign that is damaged or vandalized must be restored in a like manner within ninety (90) days or it shall be required to be removed or replaced with a new sign that is in conformance with the current provisions of this Code at the owner's expense.
- D. Any sign (including nonconforming) that has been abandoned for more than ninety (90) days shall be required to be removed or replaced with a new sign in conformance with the current provisions of this Code at the owner's expense.
- E. A permit may be required for alterations or repairs to nonconforming signs that do not exceed fifty (50) percent of the sign's value depending on the scope of work (e.g. an electrical permit shall be required for signs that are illuminated electrically). Alterations or repairs to nonconforming signs that exceed fifty (50) percent of the sign's value shall require the sign to be brought into conformance with the current provisions of this Code and shall require a permit as provided for in Section 18-110-80.

#### **18.110.060 Enforcement.**

- A. The Zoning Administrator or designee is hereby authorized and directed to enforce all provisions of this chapter in conformance with the regulations and procedures specified herein and Section 18.155 of this Chapter.
- B. Each day a violation of any provision of this chapter or the failure to perform any act or duty required by this chapter continues shall constitute a separate violation or offense.
- C. The Town shall process violations of this chapter against a responsible person or entity. When two (2) or more persons have liability to the Town or are responsible for a violation of this chapter, their responsibility shall be joint and several.
- D. Permit Revocation. The Zoning Administrator shall have the authority to revoke any permit which has been granted when it has been determined that the sign authorized by the permit has been constructed or is being maintained in violation of the permit.
  - 1. Notice of the Zoning Administrator's decision to revoke a sign permit shall be served on the holder of the permit by:

- a. Delivering a copy of the notice to the holder of the permit, mail return receipt requested, to the last-known post office address of the holder of the permit; and
    - b. Leaving a copy of the notice with any person in charge of the premises and a copy mailed to the property owner; or
    - c. In the event no such person can be found on the premises, by affixing a copy of the notice in a conspicuous position at or near the entrance to the premises.
  2. The holder of the permit may appeal the decision of the Zoning Administrator to the Board of Adjustment. This appeal must be made within thirty (30) days from the date when the notice was served.
  3. If no appeal has been filed by the end of the thirty-day appeal period, then the permit is revoked and the sign is **deemed** illegal. The Zoning Administrator shall then initiate the procedure for the removal of the illegal sign.
- E. Removal of Signs. The Zoning Administrator is hereby authorized to require the removal of any illegal sign as defined by this chapter.
1. Before bringing action to require the removal of any illegal sign, except as noted hereafter, the Zoning Administrator shall give written notice to the owner of the sign or the owner of the premises on which the sign is located. The notice shall state the reasons for removal, listing the deficiencies or defects in the sign with reasonable definiteness, and the violations charged. The notice shall include what repairs if any will make such an installation conform to the requirements of this chapter. The notice shall specify that the sign must be removed or made to conform with the provisions of this chapter within the time period listed below. Service of the notice shall be by any of the following methods:
    - a. Delivery in person to the owner, occupant, manager or agent of the premises where the violation has occurred, or to the person responsible for the violation;
    - b. Posting on or about the entrance of the premises where the violation occurred;
    - c. By first class mail, postage prepaid, addressed to the owner, occupant, agent, manager or responsible person at the last known address. Service by mail is deemed complete upon deposit in the U.S. mail;
    - d. By Certified mail;
    - e. By publication; or
    - f. By serving the owner, occupant, manager, agent, or responsible person in the same manner as provided by the Arizona Rules of Civil Procedure.
  2. The Zoning Administrator shall not be required to give written notice before removing or bringing action to require the removal of any illegal yard sign or illegal temporary sign attached to any public facility such as government signs and supporting poles, utility poles, street lights, light poles, and trees on public property.
  3. The period of notice for permanent sign as defined by this chapter shall be thirty (30) days. The period of notice for temporary signs as defined by this chapter shall be three (3) working days.

4. The re-erection of any sign or substantially similar sign on the same premises after a removal notice has been issued shall be deemed a continuance of the original violation.
5. If the owner or lessee of the premises where the sign is located has not complied with this chapter by the end of the notice period, the Zoning Administrator may pursue enforcement as authorized by this chapter.

F. **Emergency Removal or Repair.** The Zoning Administrator is hereby authorized to cause the immediate removal or repair of any sign or signs found to be unsafe, defective, or a traffic hazard to the extent that it creates an immediate and emergency hazard to persons or property.

1. Actual notice to the property owner or lessee shall not be required. The Zoning Administrator shall make a reasonable effort to notify the property owner or lessee that the defective and unsafe sign must be removed or repaired immediately.
2. All actual costs incurred by the Zoning Administrator in the removal or repair of said sign shall be paid by the owner of the sign or the owner of the premises where the sign is located. Action for recovery may be brought by the Town Attorney upon proper certification to him/her by the Zoning Administrator

#### **18.110.070 Required Signs**

Every building, including single-family homes or group of buildings must be identified by a street address number.

#### **18.110.080 Permit Requirements and Procedures**

No sign shall hereafter be erected, re-erected, constructed or altered except as provided by this chapter. A separate permit shall be required for a sign or signs for each business entity, and/or separate permit shall be required for each group of sign panels on a single supporting structure. Said permits may include structural, electrical or other plan review as determined by Chapter 15 Buildings and Construction.

A. Examples of when a sign permit is required are as follows:

1. A newly constructed sign that may consist of footings, pole, frame, cabinet, electric, illumination and a sign face.
2. A permanently installed inground flagpole
3. Any repairs or renovations to a sign that changes the height, area or location.

B. **Exceptions.** A sign permit shall not be required for the following signs; however, such signs shall be subject to any and all applicable provisions of the Town Code, including this chapter:

1. Signs required under Section 18.110.070.
2. Any sign less than seven (7) square feet in area not otherwise prohibited or required to obtain a permit by this chapter.

3. Signs not visible from the public right-of-way or which are not visible from one property to another, except when said signs require a permit as provided by this chapter.
4. Vehicle signs as provided for in Section 18.110.140F
5. Window signs as provided for in Section 18.110.240
6. Temporary signs specifically identified in Section 18.110.260 as not requiring a permit.
7. Seasonal decorations.
8. Normal repair, maintenance or painting to a sign.
9. Signs changing a business name or wording over a sign face does not require a permit; however, if the sign face change is located on a currently legal non-conforming sign, the face change shall not expand the non-conformity.
10. Government signs: Nothing contained herein shall prevent the erection, construction, and maintenance of official signs of the State of Arizona and the Town of Huachuca City, or other competent public authorities, or the posting of notices required by law.
11. Signs protected by state statutes: Nothing contained herein shall prevent the erection, construction, and maintenance of signs authorized and/or protected by Arizona Revised Statutes.

**C. Permit Application and Expiration.**

1. Applicants may apply for a sign permit by completing and submitting a permit application provided by the Building Inspection Department together with required plans and/or details identified by said application. All plans submitted with the application shall show complete details, to include size, materials, method of support or attachments, name and address of the persons or firm designing said sign and plot plan showing location of sign on the premises. The Town Building Official must approve a sign application before any sign is constructed, reconstructed, altered, repaired, used or changed. An applicant may appeal a permit denial to the Board of Adjustment within thirty (30) days from the date of denial in accordance with the appeal procedure set forth in Chapter 15 Buildings and Construction of the Town Code.
2. If actual work is not commenced under any permit issued under the provisions of this section within one (1) year from the date of such permit, such permit shall become null and void.

**D. Permit Fees.** Before issuing any sign permit required by this chapter, the Town shall collect a fee in accordance with the schedule adopted by Council.

**18.110.090 Inspections.**

All signs for which a permit is required shall be subject to the following inspections:

- A. Footing inspection.

- B. All signs containing electrical wiring shall be subject to the adopted Electrical Code of the Town and the electrical components shall bear the label of an approved testing agency.
- C. Inspection of all braces, anchors, supports and connections, including wall signs.

**18.110.100 Identification.**

All permanent signs regulated by this chapter shall be marked with the maker's name and the person or firm erecting such sign, the date of installation, and the permit number. This identification shall be permanently attached to the exterior surface of the sign in a location where the information will be readily visible, legible, and accessible after installation of the sign.

**18.110.110 Maintenance.**

All signs shall be maintained in good order and repair at all times so that they constitute no danger or hazard to public safety or create an aesthetic blight.

**18.110.120 Construction Requirements.**

All signs shall be designed and constructed in conformance with the Huachuca City adopted Building Codes. In the event there is a conflict between the provisions of this chapter and those in the Building Code, the more restrictive provision shall apply.

**18.110.130 Design and Integration.**

All new or retrofit permanent signs shall be fully integrated with the design of the building and the site development, reflecting the architecture, building materials, and landscape elements of the project.

- A. The means of integrating freestanding monument signs with the architecture of the building shall be achieved through replication of architectural embellishments, colors, building materials, texture, and other elements found in the building design. As an example, a cabinet sign mounted atop a masonry base or other fixture shall not be considered as integrated with the architecture of the building. Instead, where a cabinet sign is proposed as a component of a freestanding sign, such cabinet shall be bordered or backgrounded by the architectural materials and embellishments found within the building design.
- B. Integration shall also include the use of sign graphics that are consistent in terms of lettering style, colors, and method of attachment as used for wall-mounted signage found on the building.
- C. Each unused panel on a freestanding monument sign shall have an integrated or decorative cover until said panel is utilized.
- D. When freestanding, the sign shall not exceed height standards set forth in Section 18.110.210.
- E. When mounted on a building, the sign shall be located on or below the fascia or parapet wall within the limits of the tenant's occupied space.
- F. Raceways shall be mounted behind the letters only, architecturally integrated and painted to match the building.

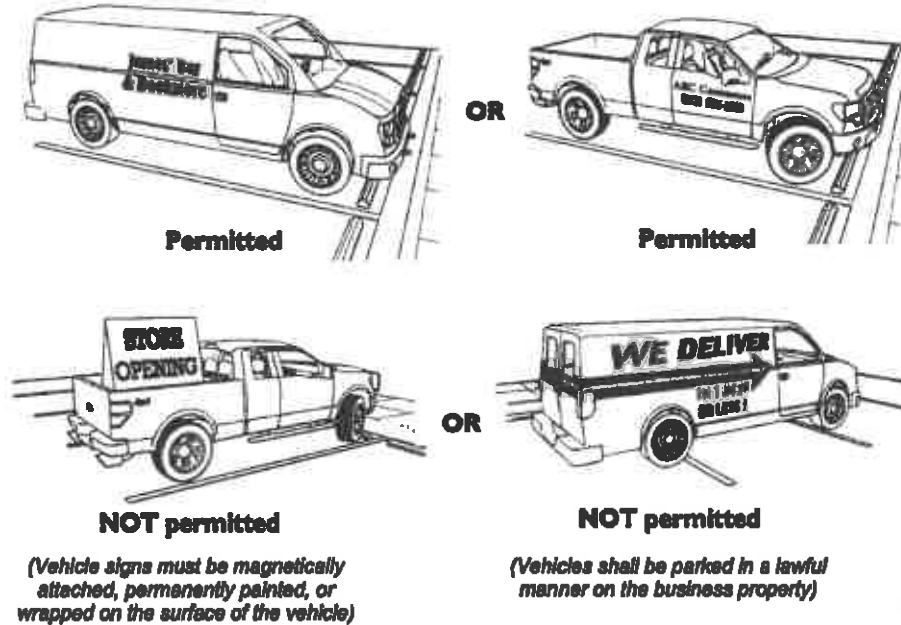
- G. In no case shall any sign be secured with wires such as guy wires or strips of wood which are visible and not on an integral part of the sign.
- H. Signs shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
- I. In no case shall any wall sign exceed eighty (80) percent of the height of the sign band or wall to which the sign is attached, and no such sign shall exceed eighty (80) percent of the length of the leased frontage or eighty (80) percent of the length of the sign band or wall to which the sign is attached. Sign band refers to the specific area on a building or tenant space where signs may be installed.

**18.110.140 Location Restrictions for all Signs**

All signs, whether permanent or temporary, must conform to the following location restrictions.

- A. Clearance from fire escapes, exits or standpipes. No sign or structure shall be erected in such a manner that any portion of its surface or supports will interfere in any way with the free use of any standpipe, or any ingress or egress from any door, window, fire escape or any other exit required by Building Code or Fire Department regulations.
- B. Vehicular and pedestrian traffic safety. No sign shall obstruct traffic by obstructing the vision of motorists as determined by the Police Chief. No detached sign shall be located adjacent to driveways which would result in a traffic hazard. No sign shall obstruct minimum pedestrian clearance required by Americans with Disabilities Act or as required by this chapter whichever is greater.
- C. Signs on public property. No person, firm or corporation shall erect or cause to be erected any sign which projects over any public sidewalk, street, alley or public place except for as hereinafter provided for by these regulations.
- D. Signs on natural features. No sign shall be erected or painted upon or attached to any tree, rock, or other natural feature.
- E. Signs of utility structures. No sign shall be attached to any fence post or utility pole. Hazardous warning or identification signs may be attached to utility structures.
- F. Signs on vehicles. The intent of these regulations is to prohibit the use of vehicle signs as permanent freestanding signs to protect the aesthetic qualities of the Town's built environment and promote the effectiveness of permitted signs as provided for in Section 18.110.010. No sign shall be erected or attached to any vehicle except for signs that are magnetically attached to or permanently painted or wrapped on the surface of a vehicle. The primary use of such vehicles shall be in the operation of the business, e.g. transporting goods or providing services, and not in displaying a sign. Vehicles shall be operable and properly licensed. When not in use, the vehicle shall be parked in a lawful manner on the business property so as not to be visible from the public right-of-way, or if this is not possible, as far from the public right-of-way as possible. Please refer to **Figure 140-F**.

**Figure 140-F**



G. Signs in public right-of-way. The Town of Huachuca City finds that a proliferation of signs in the public right-of-way creates aesthetic blight and visual clutter, which obstructs views, distracts the traveling public and threatens the public health, safety and welfare. The intent herein is to allow a limited number of signs in the public right-of-way to maintain safe visibility and protect the aesthetic beauty of the Town's built environment. As such, no sign shall be erected or maintained in the public right-of-way except for:

1. Temporary signs expressly provided for in Section 18.110.260.
2. Official signs posted by the State of Arizona, the Town of Huachuca City, or other public authorities.
3. The posting of notices required by law.
4. Signs protected by Arizona Revised Statutes.

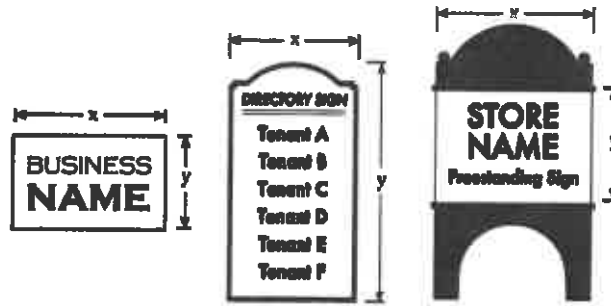
**18.110.150 Sign Area and Height Calculations.**

A. Sign area is calculated as follows:

1. Signs with backgrounds. Signs with copy mounted, affixed, or painted on a background panel or surface distinctively painted, textured or constructed as a background for sign copy, shall be calculated as that area contained within the smallest rectangle that encloses both the sign copy and the background, not including the supporting structure or architectural embellishments, as shown in **Figure 150-A1**.



Figure 150-A1



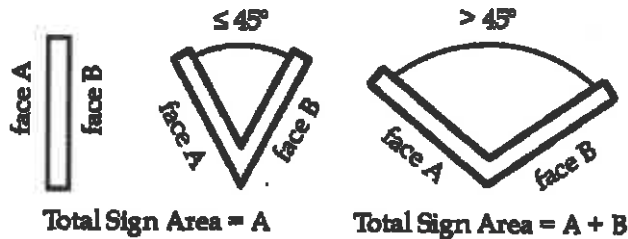
2. Signs with individual letters or graphics. The area for signs consisting only of individual letters, numerals, symbols, or other similar components shall be calculated as the area of a single rectangle that encompasses all sign components, as shown in Figure 150-A2.

Figure 150-A2



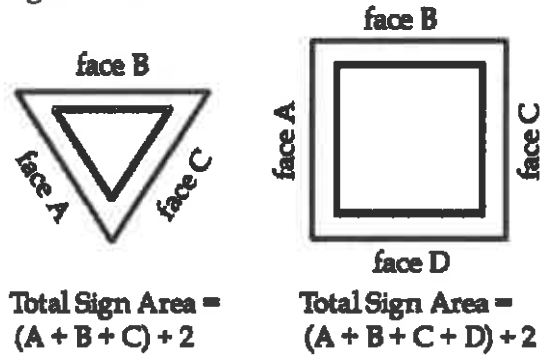
3. Two-face signs. Where a sign is double-faced, or V-shaped and the interior angle between the two (2) sign faces is forty-five (45) degrees or less, only the larger single face shall be used to determine sign area. If the angle between the two (2) sign faces is greater than forty-five (45) degrees, the sign area is the sum of the areas of the two sign faces, as shown in Figure 150-A3.

Figure 150-A3



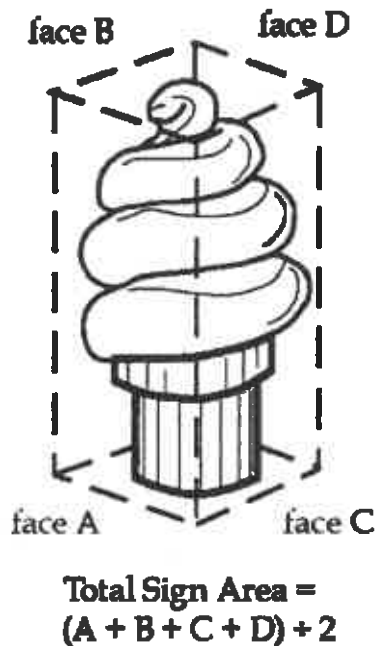
4. Three – or four-face signs. The sign area for three- or four-face signs shall be calculated as fifty (50) percent of the sum of the areas of all sign faces, as shown in Figure 150-A4.

Figure 150-A4



5. Spherical, free-form, sculptural or other non-planar signs. The area for non-planar signs shall be calculated as fifty (50) percent of the sum of the areas using only the four (4) vertical sides of the smallest four-sided polyhedron that will encompass the sign structure, as shown in Figure 150-A5.

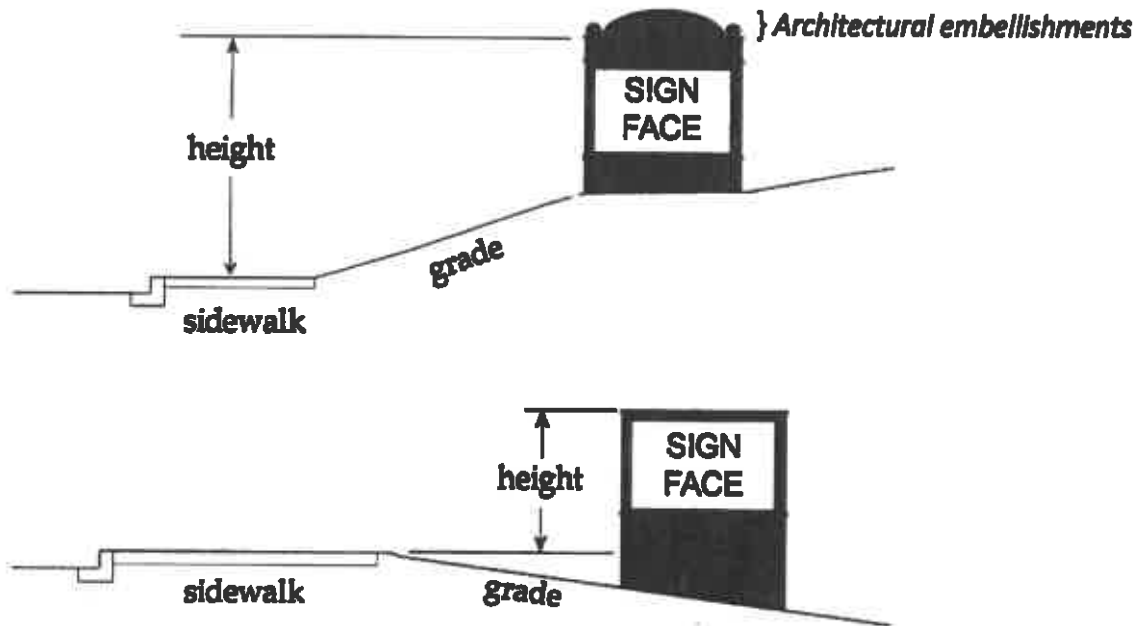
Figure 150-A5



B. Sign height shall be measured as follows:

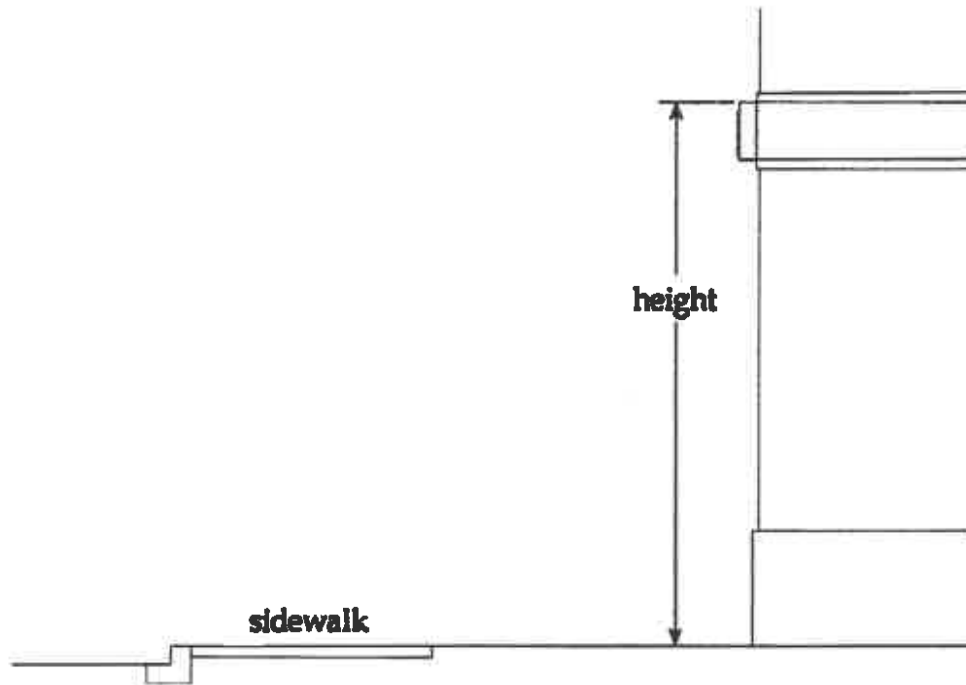
1. Freestanding Monument Signs. Sign height is measured as the vertical distance from ground level (finished grade of existing sidewalk, or where there is no sidewalk, the street centerline), to the top of the freestanding sign, not including architectural embellishments, as shown in Figure 150-B1.

Figure 150-B1



2. Wall Signs. The maximum height of wall, projecting, awning, fascia, mansard, parapet, window-mounted, or other building mounted signs is the vertical distance measured from the first-floor elevation to the top of the sign or sign structure as shown in Figure 150-B2.

**Figure 150-B2**



3. Temporary signs. The maximum height for all temporary signs is measured from the sidewalk to the highest point of any portion of the sign.

**18.110.160 Prohibited Signs.**

**A. The following signs are prohibited in all zoning classifications:**

1. Signs that pose a traffic hazard due to their position, size, shape, movement, coloring, or manner of illumination which may be confused as a traffic control device or which hide from view any traffic sign or signal; obstruct the view of motor vehicle operators entering the public right-of-way; or create an unsafe distraction or obstruction for motor vehicle operators.
2. Fixed balloons.
3. Signs that contain or consist of exposed incandescent bulbs exceeding forty (40) watts each, or neon or similar tube type of illumination exceeding thirty (30) milliamps.
4. Signs which are abandoned for a period of ninety (90) days or greater.
5. Any sign which advertises a business no longer conducted or products no longer sold, at the location of the sign.
6. Signs that have flashing, blinking, fluttering or rotating lights, lasers, or other illuminating devices which exhibit movement, except digital signs as provided for in Section 18.110.250 or when approved for Town sponsored public events.
7. Signs that produce odor or audible sound.
8. Signs that contain mechanical movement or movement controlled by any other means, except for air activated signs as provided for in Section 18.110.260C.

9. Signs that are painted, attached or mounted on fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for those required by law.
10. Signs that are installed or displayed without the property owner's approval.
11. Billboards.

#### **18.110.170 Permanent signs in Single Family Residential Zoning Districts**

- A. Individual Single-Family Lots: Signs may be displayed subject to the following standards:
  1. A single-family residence is allowed one (1) sign only, not to exceed five (5) feet in height or two (2) square feet in area, if it is freestanding. Said sign shall not be illuminated, except by indirect lighting. No permit shall be required.
  2. A residential lot which has been granted a Home-Occupation business license as provided for in Section 18.100.210 of this code.
- B. Single family subdivisions. Subdivisions name signs may be displayed subject to the following standards:
  1. Signs shall be attached to a perimeter wall or a decorative masonry wall in a landscaped setting not to exceed six (6) feet in height.
  2. The location of said signs shall be limited to the entrances of single family subdivisions.
  3. Signs shall not be illuminated, except by indirect lighting or halo lighting.
  4. Each sign shall not exceed thirty-two (32) square feet in area.
  5. Subject to Planning and Zoning Commission approval as part of the overall subdivision plat, to include an acceptable agreement describing who shall be responsible for maintenance of the sign, wall and landscaping.
  6. A sign permit shall be required.
- C. Flags are permitted as provided for in Section 18.110.230.

#### **18.110.180 Permanent Signs in Multiple Family Residential Zoning Districts**

- A. The total permanent sign area allowed, including wall signs and freestanding signs, is one (1) square foot for each dwelling unit. However, in no instance shall this total sign area exceed sixty (60) square feet, with no more than thirty-two (32) square feet fronting on any one (1) street.
- B. For other permitted buildings, the sign area permitted shall not exceed thirty-two (32) square feet.
- C. Signs shall not be illuminated, except by indirect lighting or halo lighting.
- D. A sign permit shall be required.
- E. Flags are permitted as provided for in Section 18.110.230.

#### **18.110.190 Permanent Signs in Mobile Home/RV Parks**

Signs in manufactured home parks and recreational vehicle parks are the same as provided for multiple-family residential.

### **18.110.200 Permanent Signs in Quasi-Public Uses**

This section includes all quasi-public uses, institutional uses, churches, fraternal organizations and civic organizations.

- A. The total amount of permanent sign area allowed, including wall signs and freestanding signs, is thirty-six (36) square feet.
- B. One-half (½) of the freestanding sign area may be a change panel or digital sign.
- C. Permanent signs shall require a sign permit.
- D. Flags are permitted as provided for in Section 18.110.230.

### **18.110.210 Permanent Signs in B/C General Business Zoning Districts**

- A. **Single-User Site.** Buildings shall be permitted one (1) wall sign and one (1) freestanding sign per lot or parcel. All signs shall require a sign permit and shall comply with the following standards:
  - 1. Wall Sign not to exceed two (2) square feet of sign area for each linear foot of building frontage or two (2) square feet per each five (5) linear feet of property lot frontage. Awning or canopy signs shall be included in the total wall signage and the gross surface area shall not exceed 50 percent of the gross surface area of the largest face of the awning or canopy to which the sign is affixed. Said signs shall be wall or window mounted, on or under an architectural projection, and shall not project more than two (2) feet from the building or structure to which it is attached.
  - 2. Freestanding Monument Sign not to exceed thirty-two (32) square feet for each side of the sign. The maximum height shall be ten (10) feet high, measured from the grade of the street.
- B. **Shopping Centers and other Multi-User Commercial Centers.** Sign criteria shall be established as part of a Preliminary Development Plan approved by the Planning and Zoning Commission or building/sign plan review process. A sign permit shall be required for all signs provided for herein.
  - 1. Wall Signs not to exceed two (2) square feet of sign area for each linear foot of building frontage or two (2) square feet per each five (5) linear feet of property lot frontage. Awning or canopy signs shall be included in the total wall signage and the gross surface area shall not exceed 50 percent of the gross surface area of the largest face of the awning or canopy to which the sign is affixed. Said signs shall be wall or window mounted, on or under an architectural projection, and shall not project more than two (2) feet from the building or structure to which it is attached.
  - 2. Freestanding Monument Sign
    - a. One (1) freestanding sign per arterial street, not to exceed one (1) square foot of sign face area for each linear foot of business frontage. One (1) additional sign may be erected to each additional three hundred (300) feet of frontage along an arterial street. Said signs shall not be less than three hundred (300) feet apart, except that the Zoning Administrator may allow a minor deviation from said separation upon finding that such a reduction is necessary to accommodate a

special circumstance that is not self-imposed by the property owner or applicant. Said reduction shall not exceed thirty (30) feet. In no instance shall a freestanding monument sign be located closer than fifty (50) feet from the property line of a residential development.

- b. Maximum sign height shall not exceed ten (10) feet measured from the grade of the street.

#### **18.110.220 Permanent Signs in C-2/C-3 Industrial Districts**

- A. Wall Signs not to exceed two (2) square feet of sign area for each linear foot of business frontage. Said signs shall be wall- or window-mounted, on or under an architectural projection. The sign shall not project more than two (2) feet from the building, or structure to which it is attached. No wall sign shall exceed two hundred fifty (250) square feet in area.
- B. Freestanding Monument Signs:
  1. One (1) freestanding sign for each developed area or parcel not to exceed one and one-half (1½) square feet of sign area for each linear foot of business frontage. Where the developed parcel under single ownership has an excess of three hundred (300) feet of street frontage, one (1) additional detached bonus sign may be erected for each additional three hundred (300) feet of street frontage, not to exceed two (2) detached signs per block. The Zoning Administrator may allow a minor deviation from the three hundred (300) feet separation upon finding that such a reduction is necessary to accommodate a special circumstance that is not self-imposed by the property owner or applicant. Said reduction shall not exceed thirty (30) feet. In no instance, shall a freestanding monument sign be located closer than fifty (50) feet from the property line of a residential development.
  2. Freestanding signs for shopping centers and other multi-user sites shall conform to the standards set forth in B/C Commercial Zoning District in Section 18.110.210B.
  3. In no event shall the total combined area of all freestanding signs exceed four hundred fifty (450) square feet.
  4. Maximum sign height shall not exceed ten (10) feet measured from the grade of the street.
- C. Wall signs and freestanding monument signs shall require a sign permit.
- D. Window signs are permitted as provided for in Section 18-110-240.
- E. Flags are permitted as provided for in Section 18.110.230.

#### **18.110.230 Flags**

Flag poles and flags shall comply with the following standards:

- A. No more than three (3) flag poles shall be installed on each single family residential lot, multifamily development, model home cluster, commercial development, shopping

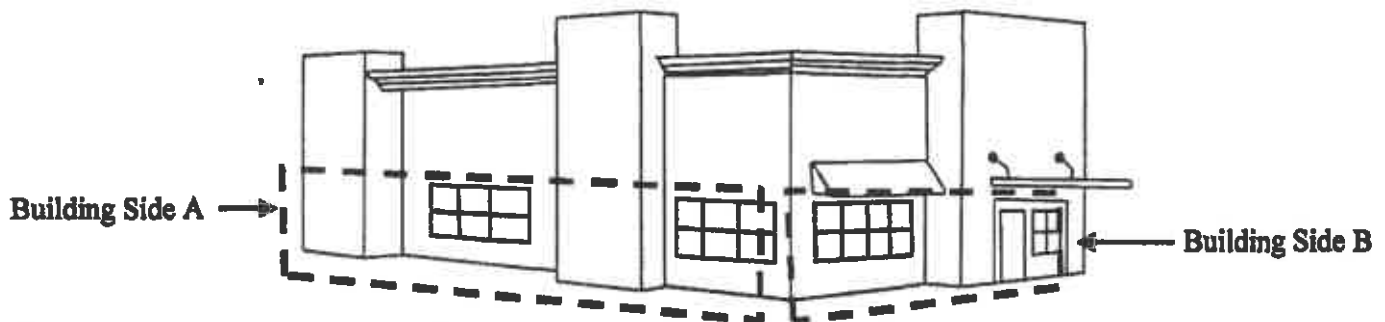
center, or other multiuser site. Said flag poles may be wall-mounted or permanently installed in the ground.

- B. Permanently installed in-ground flag poles shall require permit approval to ensure they are structurally sound and comply with the standards provided herein. A permit shall not be required for wall-mounted flag poles. A separate permit shall not be required to display flags.
- C. The minimum setback for permanently installed in-ground flag poles shall equal one-half ( $\frac{1}{2}$ ) the setback required for a principal building as set forth by the zoning district in which it is located.
- D. Flag pole height.
  - 1. Permanently installed in-ground flag poles and wall-mounted flag poles in single family residential districts shall not exceed twenty-five (25) feet in height or shall not be higher than the highest point of the principal building's roof, whichever is lower.
  - 2. Permanently installed in-ground flag poles and wall-mounted flag poles in multiple family districts and model home clusters shall not exceed fifty (50) feet in height or shall not be higher than the highest point of the nearest principal building's roof on the premises, whichever is lower.
  - 3. Permanently installed in-ground flag poles and wall-mounted flag poles in nonresidential districts shall not exceed one hundred (100) feet in height.
- E. In any district, the length of each flag, which is the longer side of a flag that is perpendicular to the flag pole, shall not exceed one-third ( $\frac{1}{3}$ ) of the maximum height allowed for in-ground flag poles.

#### 18.110.240 Window Signs

Window signs may be painted on or otherwise displayed from the surface of any window, showcase or other similar facility. The area of such signs shall not exceed twenty-five (25) percent of the total window area on any one side of a building as illustrated in Figure 240. The area of said sign shall not be included in the total allowed sign area.

Figure 240



The area of all window signs on Building Side A shall not exceed 25% of the total window area on Building Side A

The area of all window signs on Building Side B shall not exceed 25% of the total window area on Building Side B



### **18.110.250 Digital Signs**

Digital Signs, also known as Electronic Message Displays (EMD's) shall comply with the following criteria.

- A. Limited to property located within the B/C General Business/Commercial, C-2 and C-3 Industrial Zoning Districts only.
- B. Limited to free-standing signs (no wall mounted EMD's allowed). The maximum height for such EMD's is ten (10) feet measured from the grade of the street. The total sign area shall not exceed 32 square feet per sign face.
- C. One 2-sided free-standing EMD sign is permitted per lot; however, if a lot has more than one access to the property, additional 2-sided free-standing EMD signs (limited to one per access) may be allowed by the Planning and Zoning Commission as a conditional use upon application and compliance with additional requirements as the Commission deems appropriate.
- D. Display only static messages (text and images) that remain constant in illumination intensity and do not have animation, flashing, scrolling, blinking or any other movement or the appearance or optical illusion of movement.
- E. The transition between messages shall be instantaneous.
- F. The minimum length to display a message shall be 15 seconds.
- G. The maximum lamination level from sunset to sunrise shall not exceed 200 nits. For signs adjacent to residential zoning districts that shine directly onto residences, the maximum lamination level shall not exceed 100 nits.
- H. Signs shall be equipped with photo cell sensors that are factory locked to dim the sign to an appropriate light level during daylight hours. The photo cell sensors shall also dim the sign at night to the required nit level as stated in this section. An affidavit from the manufacturer attesting to the brightness level shall be submitted with the sign permit application.
- I. The electronic message center portion of the sign shall be turned off when the business activities cease on the property.
- J. Be designed to either freeze the display in one static position, display a full blank screen or turn off in the event of a malfunction.
- K. Requires a sign permit.

### **18.110.260 Temporary signs.**

The Town of Huachuca City finds that the proliferation of temporary signs is a distraction to the traveling public and creates aesthetic blight and visual clutter that threatens the public's health, safety and welfare. The Town also recognizes a legitimate need for temporary signs for a wide variety of functions or special occasions. The purpose of these regulations is to allow temporary signs in such a manner that limits the distractions to the traveling public and eliminates or reduces aesthetic blight and visual clutter caused by temporary signs.

- A. General Regulations for all temporary signs.
  - 1. Temporary signs shall be allowed only in compliance with the provisions of this section.

2. Temporary signs shall not be attached to any public facility such as government signs and supporting poles, utility poles, street lights, light poles, and trees on public property.
3. Temporary signs shall not obstruct view or paths in a manner that creates a hazard for pedestrian or vehicular traffic.
4. Temporary signs shall be of sufficient weight, made of durable material and be properly secured to withstand wind gusts, storms and other natural elements.
5. No temporary signs shall be mounted on a building roof.
6. No temporary signs shall emit sound or odor except for seasonal decorations.
7. No temporary signs shall have animated or moving parts, except for seasonal decorations and air-activated signs as provided for in Section 18.110.260C.
8. No temporary signs shall imitate traffic control signs, or obscure actual municipal or other public traffic control signs or devices.
9. No temporary signs shall be placed upon private property without the property owner's approval.
10. No temporary signs located in single family residential zones shall be illuminated, except for seasonal decorations.
11. Search lights, strobe lights, intermittent or flashing illumination, holographic projections, laser light displays, beacons and other similar temporary signs or effects shall be prohibited.
12. The Zoning Administrator may remove or cause to be removed any temporary sign erected, displayed upon, or projecting into public property that is not expressly allowed by this section or protected by state statute, or which presents a critical safety hazard requiring immediate action.
13. Exceptions to general regulations for all temporary signs provided herein and specific temporary sign types as provided for in Section 18.110.260 may be permitted when approved as part of a Town sponsored public event or special event permit as provided for in Section 18.110.260H2

#### B. General Regulations for A-frame or T-Frame Signs

1. Area and Height: The area of any single sign shall not exceed twelve (12) square feet in area nor exceed four (4) feet in height.
2. Location, number of signs and duration:
  - a. Each business or nonresidential use located in a commercial or industrial district may place one (1) sign within the building envelope and shall maintain a minimum five (5) foot clearance to allow unobstructed pedestrian use of the privately-owned pedestrian pathway located therein. Said sign shall be displayed only during business hours. Notwithstanding the foregoing, an unlimited number of signs may be displayed when said signs are located within a permitted outside display area.
  - b. Each business or nonresidential use which occupies a building that fronts onto and abuts the edge of the public right-of-way may place one (1) sign on the public sidewalk within the building envelope. The placement of said sign shall

- maintain a minimum five (5) foot clearance to allow unobstructed pedestrian use of the public sidewalk. Said sign shall be displayed only during business hours.
- c. Each single-family lot or model home may place one (1) sign anywhere on the property, and each single-family lot or model home cluster may place one (1) additional sign at each turning movement beginning at the subject property and extending for a maximum of one (1) mile distance from said property up to a maximum of ten (10) signs. Said signs shall be placed away from the street and no closer than five (5) feet from the curb behind the public sidewalk or no closer than five (5) feet from the edge of pavement when there is no public sidewalk. Said signs shall be displayed only on days when the property is open to the public (e.g. garage/yard sale, open house, and model home business hours).
  - d. Each multiple family development, mobile home park, or mobile home subdivision may place one (1) sign within the building envelope of the building containing the office. Said sign shall maintain a minimum five (5) foot clearance to allow unobstructed pedestrian use of the privately-owned pedestrian path located therein. Said sign shall be displayed only during office hours.
  - e. Each quasi-public or institutional use not located in a commercial or industrial district may place one (1) sign within the building envelope and shall maintain a minimum five (5) foot clearance to allow unobstructed pedestrian use of the privately-owned pedestrian pathway located therein. One (1) additional sign may be placed at each turning movement beginning at the property and extending for a maximum of one (1) mile distance from said property up to a maximum of ten (10) signs. Said signs shall be placed away from the street and no closer than five (5) feet from the curb behind the public sidewalk or no closer than five (5) feet from the edge of pavement when there is no public sidewalk. Said signs shall be displayed only when said property is open to the public.

### C. General Regulations for Air-Activated Signs

1. Area and Height: Signs shall not exceed fourteen (14) feet in height.
2. Location:
  - a. Signs shall be set back a minimum of five (5) feet from the public right-of-way or a distance that is equal to the height of the sign, whichever is greater.
  - b. Air-activated signs shall only be allowed on nonresidential properties, except for seasonal decorations on residential properties, which do not require a permit.
3. Number of Signs: No more than two (2) air-activated signs may be displayed concurrently. For the purpose of calculating the number of signs, segments of multiple pennants hung on the same premises shall collectively be considered one (1) sign and segments of streamers hung on the same premises shall collectively be considered one (1) sign.
4. Duration: Each multiple family development, business or nonresidential use shall be allotted no more than thirty (30) cumulative days within each six (6) month period in a calendar year to display air-activated signs, banners, or feather signs.

One (1) day shall be counted as being exhausted from the total allotment for each day that one or any combination of the aforementioned signs is displayed.

5. Other Requirements

- a. Signs shall be fastened to the ground or a structure so that it cannot shift more than three (3) feet horizontally under any condition.
- b. Signs shall require compliance with applicable building codes.

D. General Regulations for Banners

1. Area and Height

- a. Banners shall not exceed the square footage of installed and/or permitted wall signs as provided for in Sections 18.110.170-220.
- b. Notwithstanding the foregoing, each vertical banner shall not exceed twelve (12) square feet in area.
- c. Banners attached to buildings and vertical banners affixed to a structure located within a permitted outside display area shall not project above the roof line or exceed a height of twenty-five (25) feet from finished grade to the top of the banner, whichever is lower. Said banners shall maintain a minimum clearance of seven (7) feet above finished grade when placed upon an area open for common or general use of the public.
- d. Detached banners in residential areas shall not exceed a height of eight (8) feet measured from finished grade to the top of the banner.

2. Location:

- a. Banners shall not be attached to single family homes.
- b. Detached banners shall not be displayed in single family residential areas except when located at neighborhood entrances.
- c. Detached banners shall be setback a minimum of five (5) feet from the public right-of-way and driveways. Said setback shall not apply to banners affixed to a temporary construction fence.
- d. Vertical banners shall only be displayed in permitted outside display areas.

3. Number of signs:

- a. Each multiple family development, business or nonresidential use may display no more than one (1) banner, which may be attached to a building or detached. Notwithstanding the foregoing, an unlimited number of vertical banners may be displayed when affixed to structures that are located within a permitted outside display area.
- b. Each single-family neighborhood may display no more than one (1) detached banner per neighborhood entrance.

4. Duration:

- a. Each multiple family development, business or nonresidential use shall be allotted no more than thirty (30) cumulative days within each six (6) month period in a calendar year to display air-activated signs, banners, or feather signs. One (1) day shall be counted as being exhausted from the total allotment for each day that one or any combination of the aforementioned signs is displayed, except that the display of vertical banners located in permitted outside display areas and banners that are displayed during construction of a site or during a City funded or designated construction project that is located adjacent to the business or nonresidential use erecting said sign shall not be counted toward said allotment.
- b. Detached banners located at neighborhood entrances shall be displayed only on days when a neighborhood event is open to the public (e.g. neighborhood yard sale, neighborhood cleanup).

5. Other Requirements:

- a. Detached banners shall be secured to a freestanding temporary support structure, uprights, stakes or poles that are sufficiently anchored to withstand wind pressure.
- b. Banners shall not be tethered to or otherwise affixed to trees or any other landscaping.
- c. Any banner that is partially torn, loose or otherwise unsecured shall be deemed unsafe and shall be immediately replaced, refastened, removed or replaced.
- d. Banners shall not be affixed to or displayed over a freestanding monument sign.

E. Temporary Freestanding Signs (7 – 80 square feet).

1. Number of Signs:

- a. Each parcel may display one (1) midsize temporary freestanding sign, except when it is a corner lot, in which case two (2) such signs may be used, one (1) sign per street front. Parcels with an excess of three hundred (300) feet of street frontage may display one (1) additional sign along each street front for each additional three hundred (300) feet of said street front. Said signs shall not be less than three hundred (300) linear feet apart, except signs posted on different parcels may be less than three hundred (300) linear feet apart from each other. The Zoning Administrator may allow a minor reduction from said separation of signs displayed on the same parcel upon finding that such a reduction is necessary to accommodate a special circumstance that is not self-imposed by the property owner or applicant. Said reduction shall not exceed thirty (30) feet.
- b. Notwithstanding the foregoing, an unlimited number of the following signs may be displayed, which shall not be counted towards the number of signs permitted herein:
  - i. Signs or notices required or posted by government.

- ii. Signs leading to or displayed within a model home cluster which are not visible from an arterial or collector street.

2. Area, Height, Location and Materials:

- a. The sign face of said signs shall not exceed eighty (80) square feet in area.
  - b. Signs displayed on nonresidential developments shall not exceed a height of ten (10) feet.
  - c. Signs displayed on residential properties shall not exceed a height of six (6) feet.
  - d. Signs located in the public right-of-way shall not be closer than ten (10) feet measured from the sign post to the curb or edge of pavement where there is no curb. The sign face of said sign may encroach no more than two (2) feet into said ten (10) feet setback.
  - e. No setback shall be required for signs displayed on private property.
  - f. In no event shall any portion of the sign be closer than one (1) foot to a public or private sidewalk.
  - g. All signs shall be made of a rigid and durable material that will withstand the elements.
  - h. No sign shall be installed in the public right-of-way without first determining that no underground facilities will be encountered as required by Arizona Revised Statutes sections 40-360.22 et seq., also known as the Arizona Blue Stake Law.
3. Approval Process and Duration: No permits shall be required. Duration of such signs can exceed the 30-day limitation, but it shall not exceed a timeframe of 2 years.

F. Yard Signs (less than 7 square feet).

1. Number of Signs and Location:

- a. Each single-family lot, model home cluster, and quasi-public or institutional use not located in a commercial or industrial district may place one (1) sign anywhere on the subject property, one (1) additional sign at each turning movement beginning at the subject property and extending for a maximum of one (1) mile distance from said property up to a maximum of ten (10) signs. Said signs shall be placed away from the street and no closer than five (5) feet from the curb behind the public sidewalk or no closer than five (5) feet from the edge of pavement when there is no public sidewalk. Said signs shall be displayed only on days when the property is open to the public (e.g. garage/yard sale, open house, and model home business hours).
- b. Notwithstanding the foregoing, signs or notices required or posted by a government agency shall not be counted towards the number of signs permitted herein.
- c. No sign shall be installed in the public right-of-way without first determining that no underground facilities will be encountered as required by Arizona Revised Statutes sections 40-360.22 et seq., also known as the Arizona Blue Stake Law.

2. **Area and Height:** Yard signs shall be less than seven (7) square feet in area and shall not exceed four (4) feet in height.
3. **Approval Process:** No permit shall be required to display yard signs.

**SECTION 8.** The Code, CHAPTER 18.115 “MANUFACTURED HOME PARKS” is amended by deleting the text in its entirety and replacing with the following text:

**Sections:**

- 18.115.010 Intent
- 18.115.020 Location
- 18.115.030 Approvals Required
- 18.115.040 Permitted Uses
- 18.115.050 Park Accessory Uses
- 18.115.060 Conditional Uses
- 18.115.070 Park Development Standards

**18.115.010 Intent.**

The intent of these regulations is to encourage development of well-planned manufactured home parks that offer spaces for rent, sale or lease, and to provide adequate regulations to preserve the residential character of the development and to prohibit incompatible land uses. All parks must also comply with the applicable subdivision regulations outlined in Chapter 17.

**18.115.020 Location.**

All manufactured home parks shall be located within a R-4 zoning district or may be located within a B/C zoning district by conditional use permit approved by Planning and Zoning Commission and shall be consistent with the current Huachuca City General Development Plan. Access roads to the park shall be paved.

**18.115.030 Approvals Required.**

- A. The manufactured home park must first obtain subdivision approval from the Planning and Zoning Commission prior to any development. The necessary architectural site plans and subdivision plats must be submitted and meet the requirements outlined in this Chapter, as well as the requirements outlined in Chapter 17 of this code for Subdivisions. The landscaping, screening and lighting plans shall also be included with the overall manufactured home park subdivision plan for Planning and Zoning Commission approval. Necessary permits and inspections shall be obtained for the development.
- B. Once park has been developed, the installation of each individual manufactured home within this park is required to meet the requirements of this Chapter and be approved by

the Building Official and any other applicable Agencies. Necessary permits and inspections shall be obtained for each installation.

- C. The operation of the manufactured home park requires a business license issued by the Town Clerk.

#### 18.115.040 Permitted Uses:

The following uses are permitted within the manufactured home park on the individual spaces:

- A. One manufactured home on each approved space for living purposes only. No dwelling units of conventional construction shall be permitted on any space for living purposes. Additional requirements as follows:

1. New installs within the park shall bear the United States Department of Housing and Urban Development (HUD) identification plate and be no older than 10 years at the time of installation.
2. All manufactured homes shall be installed with an anchoring system approved by the Building Official.
3. All manufactured homes shall be skirted in a uniform manner with materials that will harmonize with the design and materials used on the manufactured home, as approved by the Building Official. Pressurized wood panels and corrugated steel skirting is prohibited.

- B. Accessory uses are permitted on an individual manufactured home space, provided they meet the required setbacks outlined below. Approved accessory uses include: carport, garage, ramada, deck, covered porch and storage building. Any accessory use not listed must be approved by the Zoning Administrator. Additional requirements for accessory uses are as follows:

1. Accessory structures shall be architecturally compatible with the manufactured home.
2. The maximum height of any structure shall not exceed 15 feet on a manufactured home space.
3. No accessory building shall be erected within the minimum required front yard setbacks.
4. A garage or carport shall be set back from the side and rear lot lines a distance not less than 3 feet, except for a corner lot, where the street side setback shall be the same as for the manufactured home.
5. All storage buildings shall be a maximum area of 150 square feet. They shall not encroach into the required park setbacks and shall be subject to firewall requirements outlined in the applicable Building Codes.
6. Accessory structures shall be firmly attached to the ground, unless deemed unnecessary by the Building Official.



#### 18.115.050 Park Accessory Uses

The following uses are permitted for the overall manufactured home park:

- A. **Manager's Office and/or Residence.** May be of conventional construction. The minimum yard setback requirements shall be the same as those for homes in a R-4 Zoning district. If the Park office is located within the residence, no Home Based Business License will be required.
- B. **Social and Recreational Center.** Building may be of conventional construction and used for activities such as for birthday parties, family gatherings, dancing, games, meetings, banquets, movie viewing, and similar entertainment uses which are intended and used primarily as a resident amenity. If outside events are to be held in the building, such as craft shows or trade shows, the event must be approved by the Park management and Town of Huachuca City.
- C. **Outdoor Recreation Facilities:** For the exclusive use of the residents of the manufactured home park and their guests, such as a swimming pool, BBQ areas, parks, playgrounds, tennis courts, shuffleboard courts and similar recreational uses.
- D. **Common Use Laundry Facilities, Maintenance Buildings and Security Guard Buildings:** May be of conventional construction.

#### 18.115.060 Conditional Uses:

The following uses may be permitted as a conditional use for the overall manufactured home park. Requires Planning and Zoning Commission approval.

- A. **Model Manufactured Home Sales:** Provided they do not occupy more than 5 percent of the total spaces in the manufactured home park. Each manufactured home shall have the same setback and spacing required for other manufactured homes. There shall be no exterior displays or advertising other than one non-illuminated sign, not to exceed 6-square feet for each model and not over 6 feet in height.
- B. **Boat and/or Trailer Storage Area:** Provided it is in a completely enclosed area or surrounded by not less than a 6-foot high solid fence or wall and is for the sole use of the residents of the park. All boats and trailers shall be currently and properly insured, titled, licensed or registered.
- C. **Other uses not listed in this section may be approved as a conditional use on a case-by-case basis by the Planning and Zoning Commission.**

#### 18.115.070 Park Development Standards

- A. **Minimum Park Size:** Two (2) acres
- B. **Maximum Density:** Ten manufactured homes per acre

- C. **Minimum Exterior Park setbacks:** 20 feet from all street frontages, measured from the right-of-way line, and 10 feet from all other sides.
- D. **Screening:** The outer perimeter of the park shall be screened with a minimum of a six (6) foot high decorative masonry wall.
- E. **Outer Perimeter Landscaping:** The setback area between the right-of-way and the wall shall be a combination of landscape and hardscape. No off-street parking facilities or recreational facilities for common use shall be located within any required landscaped area. Area to be maintained to the satisfaction of the Zoning Administrator.
- F. **Minimum Individual Space Size:** 4,000 square feet
- G. **Minimum Individual Space Setbacks –** No manufactured home shall be located closer than 20 feet to another or closer than 25 feet to the exterior boundary of the park or any park building and storage/service area.
- H. Any open space created by the required 25-foot setback from the exterior boundary shall be maintained as a landscape/hardscape buffer area which can be used for recreation, water retention, etc.
- I. **Minimum Yard Setbacks:**
  - 1. Front Yard – 10 feet from the access street.
  - 2. Rear Yard – 10 feet from space line
  - 3. Side Yard – 10 feet from space line
- J. An area of at least 250 square feet for each rental space shall be provided and improved for recreation, laundry and service purposes. Common recreation area shall be provided in the manufactured home park. Minimum common recreation area per park space shall be 250 square feet.
- K. No boat, camper, recreational vehicle or trailer, as defined within this Chapter, shall be permitted to be stored on a rental space. The park may provide such a parking area for the sole use of Park residents in a separate minimum six (6) foot fenced area (obscured), as specified in this Chapter.
- L. Access to all manufactured home spaces shall be from the interior of the park.
- M. Private streets within the manufactured home park shall be a minimum paved width of 24 feet.
- N. At least two improved parking spaces per manufactured home space shall be provided. In addition, at least one additional guest space shall be provided in a common area for each five manufactured home spaces, clearly marked by a Guest Parking sign.
- O. All utility lines shall be placed underground within the park. Each space shall be provided with water, sanitary sewer and electric lines. Telephone, cable tv and gas lines, if installed, shall also be installed underground. Fire hydrants shall be installed as required by the town code.
- P. All parks shall have street lighting along private and public streets for the safety of pedestrians and in accordance with guidelines outlined elsewhere in this Chapter.
- Q. All parks shall have a minimum of two vehicular entrances. One entrance may be kept closed to the general public, but it is required for emergency ingress and egress.

**SECTION 9.** The Code, CHAPTER 18.120 “RECREATIONAL VEHICLE PARKS” is amended by deleting the text in its entirety and replacing with the following text:

Sections:

- 18.120.010 Intent.
- 18.120.020 Location.
- 18.120.030 Permitted uses.
- 18.120.040 Accessory uses.
- 18.120.050 Conditional uses.
- 18.120.060 Prohibited uses.
- 18.120.070 Site development standards.

**18.120.010 Intent.**

The intent of this regulation is to encourage development of well-planned recreational vehicle parks for short-term occupancy, as opposed to semi-permanent or permanent occupancy in a manufactured home park, and to provide minimum standards for these parks. All parks must also comply with the subdivision regulations outlined in Chapter 17.

**18.120.020 Location.**

All recreational vehicle parks shall be located within B/C zoning districts and shall comply with the current Huachuca City general development plan. Recreational vehicle parks shall abut a major arterial or collector street.

**18.120.030 Permitted uses.**

The following uses are permitted within the recreational vehicle parks:

- A. One recreational vehicle per space
- B. One park model recreational vehicle per space. All park models shall be installed with an anchoring system and skirted in a uniform manner with materials that will harmonize with the design and materials used on the model, as approved by the Building Official. Pressurized wood panels and corrugated steel skirting is prohibited
- C. Two accessory uses per recreational vehicle space.

**18.120.040 Accessory uses.**

- A. The following uses are permitted for the benefit of the recreational vehicle park residents:
  - 1. Manager’s Office and/or Residence. May be of conventional construction. The minimum yard setback requirements shall be the same as those for homes in a R-4

Zoning district. If the Park office is located within the residence, no Home-Based Business License will be required.

2. **Social and Recreational Center.** Building may be of conventional construction and used for activities such as for birthday parties, family gatherings, dancing, games, meetings, banquets, movie viewing, and similar entertainment uses which are intended and used primarily as a resident amenity.
3. **Outdoor Recreational Facilities.** For the exclusive use of the residents of the recreational vehicle park and their guests, such as a swimming pool, BBQ, areas, parks, playgrounds, tennis courts, shuffleboard courts and similar recreational uses.
4. **Common Use Laundry Facilities, Maintenance Buildings and Security Guard Buildings.** May be of conventional construction.

B. The following accessory uses are permitted on individual recreational vehicle parks spaces, provided they meet the required setbacks outlined below: carports, ramadas, covered patios and storage rooms. Any accessory use not listed must be approved by the Zoning Administrator. Accessory buildings shall not be used as sleeping quarters. Additional requirements for individual spaces accessory uses are as follows:

1. Accessory structures shall be architecturally compatible with the park model and shall meet required setbacks.
2. When a carport is attached to the park model, it may be erected within five feet of the recreational park space line, but it must be retained as an open shelter.
3. Detached storage buildings are permitted on each recreational vehicle space, but they must be located within the rear portion of the space. They shall not encroach into the required park setbacks and shall be subject to firewall requirements outlined in the applicable Building Codes.
4. The maximum height of any structure on a recreational vehicle space shall not exceed 15 feet.
5. No accessory structure shall be erected within the minimum front yard setbacks.
6. All accessory structures shall be firmly attached to the ground, unless deemed unnecessary by the Building Official.

#### **18.120.050 Conditional uses.**

The following uses may be permitted as a conditional use for the overall recreational vehicle park. Requires Planning and Zoning Commission approval.

- A. A boat, auto, rv, or trailer storage area, provided it is in a completely enclosed area or surrounded by not less than a six-foot high solid fence or wall and is for the sole use of the residents of the park. All stored items shall be currently and properly insured, titled, licensed or registered as required.
- B. Recreational uses intended primarily for the occupants of the park.
- C. Model sales area provided no more than five spaces are devoted to this use. The Planning and Zoning Commission may permit an additional sales area where the park occupies more than 20 acres.

- D. Convenience store.
- E. Propane station.
- F. Vehicle wash area.
- G. Dump stations.
- H. Other conditional uses approved by the Planning and Zoning Commission that would primarily serve the residents of the park.

**18.120.060 Prohibited uses.**

- A. Truck campers that are removed from the truck shall not be permitted to be stored on an individual recreational vehicle space. The park may provide a parking area for the sole use of park residents in a separate minimum six (6) foot fenced area (obscured), as specified in this Chapter.
- B. Any retail business not for the exclusive use of the park residents.

**18.120.070 Site development standards.**

- A. Minimum park size: three (3) acres.
- B. Maximum Density: 15 spaces per acre. The area occupied by the manager's unit, recreational and social center complexes may not be included in the area computation.
- C. Minimum park setback: 20 feet from all street frontages measured from the right-of-way line and 10 feet on all other sides. The street setback areas shall be landscaped and screened with a minimum six-foot-high decorative masonry wall. The setback area between the right-of-way and the wall shall be a combination of landscape and hardscape. No off-street parking facilities or recreational facilities for common use shall be located within any required landscaped area. Area to be maintained to the satisfaction of the Zoning Administrator. The landscape and screening plan shall be approved by the Planning and Zoning Commission.
- D. Park Standards.
  1. Minimum space size: 1,500 square feet for recreational vehicles and 2,400 square feet for park models.
  2. Minimum common recreation area per unit: 150 square feet.
  3. Minimum width per space: 30 feet for each RV, 40 feet for park models.
  4. Minimum depth per space: 50 feet for each RV, 60 feet for park models.
- E. A common recreation area shall be provided in recreational vehicle parks. Plans for the common recreation areas shall be submitted for approval to the Planning and Zoning Commission.
- F. Access to all spaces shall be from the interior of the park.
- G. Private streets within the recreational vehicle park shall be a minimum paved width of 24 feet.
- H. At least one parking space per rental unit space and at least two parking spaces per sales space shall be provided. In addition, at least one additional guest parking space shall be provided for each 10 rental spaces.
- I. All structures not located on a recreational vehicle space shall not exceed 30 feet in height from grade to the highest point on the structure.

In addition to the above required notification, notice of the neighborhood meeting stating the date, time and place of the meeting and including a general explanation of the substance of the proposed application shall be:

1. Published in a local newspaper distributed to residents living within the Town;
2. Posted at the official posting locations for the Town; and
3. Posted on the subject property

On applications involving text amendments to the zoning regulations, a neighborhood meeting shall be held prior to the public hearing for the consideration of the proposed text amendments. Written notice of the neighborhood meeting shall be given at least ten (10) days prior to the meeting and shall include the time, date and location of the meeting and sufficient details regarding the substance of the proposed text amendments so as to allow citizens and other affected persons to determine how they might be affected by the proposed text amendments. The form of notice to be used will vary according to the type of text amendment proposed, and any means deemed by the Town to provide the appropriate method of notice for the proposed text amendment shall be considered sufficient. The following forms of notice shall be considered sufficient:

1. Publication in a local newspaper distributed to residents living within the Town;
2. Posting at the official posting locations for the Town;
3. Posting on the Town's website

After the neighborhood meeting, the Planning and Zoning Commission may take all issues and concerns raised by Landowners and other citizens potentially affected by the proposed text amendments at such meeting into account when it holds its public hearing on the proposed text amendments. When preparing its recommendation to the Town Council on the proposed text amendments, Planning and Zoning Commission shall report the issues and concerns raised during the neighborhood meeting.

At the discretion of the zoning administrator, an alternative citizen review process may be used that does not involve a neighborhood meeting. The alternative process shall consist of the following:

1. The written notice described in this section shall be followed, except that it shall only indicate the name, address and phone number of the zoning administrator to whom an adjacent landowner or other potentially affected citizen may contact to express any issues or concerns that the landowner or citizen may have with the proposed zoning application or text amendment.
2. A staff report summarizing any issues or concerns so expressed shall be presented to the Planning and Zoning Commission and Town Council at such time as they take action on the application or proposed text amendments and to the applicant at a reasonable period of time prior to the public hearing.

**If the applicant's Citizen Review Process and/or corresponding report do not meet the requirements of this Section, the application shall be considered incomplete and any scheduled public hearing will be cancelled.**