



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
THURSDAY JANUARY 28, 2021, AT 7:00 PM
VIA REMOTE ACCESS FROM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

SPECIAL NOTICE: BY PROCLAMATION OF THE MAYOR DUE TO THE COVID-19 PANDEMIC, THE MAYOR AND COUNCIL WILL CONDUCT PUBLIC MEETINGS IN A REMOTE ACCESS FORMAT. THESE MEETINGS WILL BE LIVE-STREAMED. MEMBERS OF THE PUBLIC MAY ATTEND THESE MEETINGS BY GOING TO [OR CALLING TO]: <https://www.facebook.com/HuachucaCityAZ> or 520-844-2096. IN ADDITION, THE MAYOR HAS TEMPORARILY SUSPENDED CALLS TO THE PUBLIC AT THESE MEETINGS. HOWEVER, MEMBERS OF THE PUBLIC MAY SUBMIT WRITTEN COMMENTS TO THE TOWN CLERK TWENTY-FOUR HOURS IN ADVANCE OF THE MEETING. ADVANCE NOTICE OF THESE MEETINGS CAN BE FOUND AT THE TOWN'S USUAL AGENDA POSTING LOCATIONS INCLUDING THE TOWN'S WEBSITE <https://huachucacityaz.gov/>

AGENDA

A. Call to Order – Mayor

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

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

B. Call to the Public – Mayor TEMPORARILY SUSPENDED – WRITTEN COMMENTS MAY BE SUBMITTED TO THE TOWN CLERK

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

C. Consent Agenda - Mayor

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

- C.1** Consider approval of the minutes of the Regular Council meeting and the Council work session held on January 14, 2021.
- C.2** Consider approval of the Payment Approval Report.
- C.3** Consider approval of the disposal of a 2003 Cadillac Deville, 1998 Volkswagen Cabrio, Toyota 4Runner, Ford Ranger, Dodge Dakota, a Toyota Zion and the old animal shelter building through Public Surplus.

D. Unfinished Business before the Council – Mayor

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

E. New Business Before Council - Mayor

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

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

E.2 Discussion and/or Action [Suzanne Harvey]: Manager Harvey will request renewal of the Town's contract with Dr. Jim Johnson of Southwest Building Inspection Service to continue to provide the Town with planning, zoning and building official services.

E.3 Discussion and/or Action [Chief Thies]: Chief Thies will ask for Council direction regarding the proposed Civilian Review Board for the Police Department.

F. Department Director reports

G. Items to be placed on future agendas

H. Reports of Current Events by Council

I. Adjournment

Posted at 5:00 PM on January 25, 2021, at the following locations:

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

Ms. Brandye Thorpe

Town Clerk

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

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



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
January 14, 2021 AT 7:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor 7:06pm

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

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Roll Call.

Present: Johann Wallace, Donna Johnson, Cynthia Butterworth, Christy Hirshberg, Debbie Trate, Jean Post, Suzanne Harvey (Not voting), Brandye Thorpe (Not voting), Thomas Benavidez, Attorney (Not voting).

Invocation: Due to being closed to public at this time, Mayor Wallace asks for a moment of silence.

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

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C.1 Consider approval of the minutes of the Regular Council meeting held on December 17, 2020.

C.2 Consider approval of the Payment Approval Report.

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

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

D. Unfinished Business before the Council – Mayor

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

E. New Business Before Council - Mayor

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

Motion: Item E.1, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Spencer Forsberg: Month of November, we are 42% through our fiscal year. At this time, I plan to present the month of December at the next council meeting. November looks good, in the black for the month and the year. Numbers are right in line with where they should be. Landfill looks really good. General Fund is about break even not including the grants we have received. Enterprise funds all looked good. Water fund had revenue of \$32,000.00 and expenditures of \$27,000.00. Sewer fund revenue of almost \$22,000.00 and expenditures of \$16,000.00. Garbage fund had revenue of \$12,000.00 and expenditures of \$11,400.00. Landfill had revenue of \$113,000.00 and expenses of \$93,000.00.

Councilmember Post asks about the report a couple months ago where there was a lot of outstanding debt for water/sewer/trash and wants to know the status now.

Manager Harvey advises we have begun collection efforts since then and about 50-70% of that has since been paid.

E.2 Discussion and/or Action [Manager Harvey]: Resolution 2021-01: A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, IDENTIFYING THOSE OFFICERS LEGALLY EMPOWERED TO PROVIDE INSTRUCTIONS AND SIGN DOCUMENTS ON BEHALF OF THE TOWN RELATING TO THE TOWN'S BUSINESS ACCOUNTS WITH EDWARD JONES.

Motion: Item E.2, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Manager Harvey: This is something we need to do as part of housekeeping with the staff turnover. We have had to update a lot of signature documents.

Mayor Wallace: Who is being designated as signers?

Manager Harvey: Myself and Brandye.

Motion: Resolution 2021-01, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion passed unanimously.

E.3 Discussion and/or Action [Manager Harvey]: Resolution 2021-02: A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, IDENTIFYING THOSE OFFICERS LEGALLY EMPOWERED TO PROVIDE INSTRUCTIONS AND SIGN DOCUMENTS ON BEHALF OF THE TOWN RELATING TO THE TOWN'S ACCOUNTS WITH WELLS FARGO BANK AND WELLS FARGO ADVISORS.

Motion: Item E.3, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace: Same thing, getting the names fixed.

Motion: Resolution 2021-02, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

E.4 Discussion and/or Action [Manager Harvey]: Resolution 2021-03: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, DESIGNATING TOWN CLERK BRANDYE THORPE AS THE CHIEF FISCAL OFFICER ["CFO"] OF THE TOWN FOR PURPOSES OF SUBMITTING THE TOWN'S ANNUAL EXPENDITURE LIMITATION REPORTS ["AELR"].

Motion: Item E.4, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace: This is something we have to do, typically this would be the finance officer, but since Brandye is filling those roles, she gets that title as well.

Motion: Resolution 2021-03, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

E.5 Discussion and/or Action [Manager Harvey]: Resolution 2021-04: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, APPROVING CHANGES TO THE TOWN'S 457 DEFERRED COMPENSATION PLAN.

Motion: Item E.5, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace: Again, we are not changing the plan, just the agents of the plan. Who will be the authorized agents?

Manager Harvey: Myself and Brandye

Motion: Resolution 2021-04, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

E.6 Discussion and/or Action [Manager Harvey; Chief Thies]: Director Harvey will present the proposed town complaint process for approval by the Council. Chief Thies will address his plan for establishing a police review board and seek to schedule a Council work-session to further evaluate the plan.

Motion: Item E.6, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Manager Harvey presents the proposed town complaint process which involves complaints being submitted to the Town Clerk. They will be logged and given a tracking number. Once that has been done, the Town Manager will decide which department should handle it. If it is minor and can be resolved right away we will do that. For example, if it is a complaint about Public Works, I'm going to assign it to Jim Halterman and he will be responsible for investigating, documenting the findings, and contacting the complainant with the findings. What we are finding is that no feedback is going back to the person who filed the complaint. That will be the responsibility of the person it has been assigned to. A resolved complaint will be routed back to the Town Manager so that they know it has been done, and then back to the Town Clerk for filing so we have a record. Appeals can be done if the person who made the complaint is not satisfied. The Town Manager would be the first part of the appeal process. If it still can't be resolved satisfactorily, it can then be brought before Council. The process will be a little different for the Police Department, but I want to wait for Chief Thies to be back and ready to present his plan for the police review board as well. This will be a policy and procedure for staff. Most complaints should be able to be resolved within 3 days, unless they are complex. If we can't do it within 3 days, the complainant will be notified that it will take extra time and why. Complaint forms will be used. Residents will be able to make complaints through email and phone as well. I don't want to make it difficult for residents to make complaints. Complaints regarding the Town Manager will go to Council.

Councilmember Trate: What happens if you have a person who complains a lot, and they become more of a nuisance?

Manager Harvey: We still have to take every complaint seriously.

Mayor Wallace: Every complaint is a valid complaint.

Manager Harvey: Should anything ever get elevated above all of us, we will have a good record of attempts to resolve complaints.

Motion: Complaint process as outlined., **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

E.7 Discussion and/or Action [Dr. Jim Johnson]: Approval of a Conditional Use Permit Application (CUP2020-2). Applicant Abel Gonzalez (Able Tire & Wheel) proposes the use of repairing and installing tires on vehicles at the property located at 125 N. Huachuca Blvd. (Tax Parcel #106-56-008).

Motion: Item E.7, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Dr. Johnson advises Council that all requirements have been met regarding postings, hearings and inspections. He shows on a map the location of the business. He recommends that Council approve the CUP with no conditions.

Councilmember Butterworth asks if this is a tire shop where you can go and they take off the old tires and put on the new. The answer was yes.

Mayor Wallace asks if there will be a nitrogen fill station for tires. The business owner, Abel Gonzalez, is called by phone and states that it will not have one at this time.

Motion: CUP application 2020-2, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

E.8 Discussion and/or Action [Dr. Jim Johnson]: Direction from the Council to staff concerning preparation of an ordinance regarding State Proposition 207 authorizing cultivation and sale of marijuana for recreational purposes. Dr. Johnson will address the Town's current regulations for cultivation and sale of marijuana for medicinal purposes as well the Council's options for regulating marijuana cultivation and sale for recreational use.

Motion: Item E.8, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Wallace: I don't believe you have to rehash everything, you did a good job in the work session.

The options are pulled up from the work session slide as follows:

1. Prohibit all Recreational Marijuana Establishments **AND** Testing Facilities
2. Allow both Recreational Marijuana Establishments **AND** Testing Facilities
3. Allow Recreational Marijuana Establishments, **BUT** Prohibit Testing Facilities
4. Allow Testing Facilities, **BUT** Prohibit Recreational Marijuana Establishments

MUST CHOOSE ONE

Mayor Pro Tem Johnson: I say we go with number 2. If we vote no on this the Town will be missing out. With the Town as it is, we need to grow. Businesses aren't coming as fast as we wish they would.

Dr. Johnson advises that a testing facility does not provide taxes. They do not do sales.

Councilmember Trate: A testing facility would mean jobs.

Mayor Wallace: Those jobs wouldn't necessarily go to residents, they could go to Sierra Vista residents.

Manager Harvey: Would we have to set a fee schedule for licensing?

Dr. Johnson: No, that is set by the state. They would only need a business license.

Mayor Wallace: I'm looking at option 3.

Mayor Pro Tem Johnson: I have no problem with 2 or 3. With 3, we don't really need the testing because it's not going to be a benefit.

Mayor Wallace: There is no guarantee we will have anyone set up here. There is a limit of 2 permits per county and 26 statewide.

Dr. Johnson: You have had your medical marijuana ordinance for 11 years and there have been no applications submitted. Recreational marijuana facilities can not be located in a manufactured home or anything like that. Only in a permanently installed building.

Mayor Pro Tem Johnson: We really don't need the testing.

Mayor Wallace: We don't want someone to set up a testing facility in the one allowed in Town and that takes away the chance for the sales tax. What other information do you need tonight when I make a motion?

Dr. Johnson: We need one of the 4 options picked, we need to know how many facilities you want to allow and we need to know if you want to require that a recreational marijuana facility be combined with a medical marijuana dispensary and have a dual license.

Mayor Wallace: So we need to pick an option, decide how many to allow and whether we want dual license. Regarding the dual license, earlier you said there were distance requirements, they can't be within a certain distance of each other. So they can't be located in the same building?

Dr. Johnson: They can be. But not 2 medical or 2 recreational. It has to be one medical and one recreational. The dual license is held by one owner and they can do both.

Mayor Wallace: So we can authorize a dual license for a single building, but not restrict it to only a dual license holder?

Dr. Johnson: You could do it either way.

Manager Harvey: You could require a dual license only or you could authorize it but not require it.

Councilmember Hirshberg: Should we talk about the numbers?

Mayor Wallace: We are a small town so 1, right?

Councilmember Hirshberg: One upper and one lower.

Mayor Wallace: So you think 2? If we go with 2, can we say just no more than one of each of recreational and medical?

Attorney Benavidez: I'm not sure.

Mayor Wallace: Council is leaning for 2, but I don't want to not be able to get the revenue if 2 medical dispensaries that we don't collect tax on take up both.

Manager Harvey: If you all choose what you want, we can build it and bring it back at the next Council meeting for approval.

Motion: Begin drafting the ordinance which will allow recreational marijuana establishments but prohibit testing facilities, look at a maximum of 2 facilities in the Town, and authorize dual licenses but not require them, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Vote: Motion passed (**summary:** Yes = 5, No = 1, Abstain = 0).

Yes: Christy Hirshberg, Debbie Trate, Donna Johnson, Jean Post, Johann Wallace.

No: Cynthia Butterworth.

F. Department Director Reports

G. Items to be placed on future agendas

Ordinance

Complaint process

H. Reports of Current Events by Council

Councilmember Butterworth: Food distribution is tomorrow morning

Mayor Wallace: there is a road assessment project in town. This does not get us money but gives us indicators of what we need money for. Superintendent DeVere and the easement with the school is still in process and we should have that soon.

I. Adjournment

Motion: 8:01pm, Action: Adjourn, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion passed unanimously.

Approved by Mayor Johann R. Wallace on January 28, 2021.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Brandye Thorpe,
Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on January 14, 2021. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL WORK SESSION
January 14, 2021 AT 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor 6pm

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

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Roll Call.

Present: Johann Wallace, Donna Johnson, Cynthia Butterworth, Christy Hirshberg, Jean Post, Suzanne Harvey (Not voting), Brandye Thorpe (Not voting), Thomas Benavidez, Attorney (Not voting).

Absent: Debbie Trate.

Debbie Trate arrived a 6:02pm

B. Call to the Public – Mayor

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C. New Business Before Council - Mayor

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

C.1 Discussion [Dr. Jim Johnson]: Discussion concerning preparation of an ordinance regarding State Proposition 207 authorizing cultivation and sale of marijuana for recreational purposes. Dr. Johnson will address the Town's current regulations for cultivation and sale of marijuana for medicinal purposes as well the Council's options for regulating marijuana cultivation and sale for recreational use."

Dr. Johnson advises of the Town's options regarding Prop. 207. He provides information about what can and can't be prohibited.

Individuals Primary Residence for Personal Use (Cannot be Prohibited)

- An individual living at a residence is allowed up to 6 marijuana plants. Two or more individuals living at a residence is allowed up to 12 plants.
- Plants are for personal use only. No sale of marijuana or products can be conducted from the residence.
- Regulations would outline where the plants can be located, emissions into the environment, cultivation areas secured from access by minors and cultivation sites hidden from public view.

What is a Marijuana Establishment?

It is an entity licensed by the State of Arizona Department of Health Services to operate:

- A single retail location where marijuana and marijuana products can be sold to consumers, marijuana can be cultivated, and marijuana products can be manufactured.
- A single offsite cultivation location where marijuana can be cultivated and processed and marijuana products can be manufactured, but they cannot be sold from the location.
- A single offsite location where marijuana products may be manufactured, packaged and stored, but they cannot be sold from the location.

What is a Marijuana Testing Facility?

The State of Arizona Department of Health Services or another entity that is licensed to analyze the potency of marijuana and test marijuana for harmful contaminants.

Is a Marijuana Establishment the same as a Medical Marijuana Dispensary?

No, a dispensary is a nonprofit entity licensed by the State of Arizona Department of Health Services to distribute marijuana for medicinal purposes only. No retail sales are permitted.

A marijuana establishment is also licensed by the State but allows for the sale of recreational marijuana and marijuana products for a profit, as well as the cultivation of marijuana and the manufacture of products.

The Town approved the use and regulations for Medical Marijuana in 2010. At present, there are no dispensaries located within the Town limits. A medical dispensary and a recreational establishment can be combined into a single location if the Town chooses this option.

Setbacks from Certain Uses

- At present, Medical Marijuana Dispensaries are required to be located within B/C or C-2 Zoning Districts. Cultivation sites require a C-2 or C-3 Zoning.
- They cannot be located within 1000 feet of a preschool, kindergarten or educational facility, childcare center, places of worship, public park or the same type of use or another dispensary.
- Dispensaries currently do not have a setback required from a residential district. ***If a distance restriction is applied, this would basically zone the entire Town out.***

SAME RESTRICTIONS TO BE PLACED ON RECREATIONAL MARIJUANA

Several choices available for Recreational Marijuana Establishments and Testing Facilities

1. Prohibit all Recreational Marijuana Establishments **AND** Testing Facilities
2. Allow both Recreational Marijuana Establishments **AND** Testing Facilities
3. Allow Recreational Marijuana Establishments, **BUT** Prohibit Testing Facilities
4. Allow Testing Facilities, **BUT** Prohibit Recreational Marijuana Establishments

MUST CHOOSE ONE

Prohibit all Recreational Marijuana Establishments and Testing Facilities

This would basically mean that the Town remains at a status quo. The availability for a Medical Marijuana Dispensary would remain, but no retail establishment or testing facility for recreational marijuana would be allowed.

This would also mean that the Town would not benefit from any sales tax revenue from the sale of the recreational marijuana or products

Allowing a Recreational Marijuana Establishment

- Town benefits from sales tax revenue from the sale of marijuana and products.
- Regulations would be placed on the establishment to govern location, building type and size, number allowed in Town, operating hours, disposal requirements, security of building and storage areas, ventilation and air filtration.
- Any regulation placed on a Marijuana Establishment cannot be more restrictive than those placed on a Medical Marijuana Dispensary, but they can be the same. The medical dispensary regulations have not been updated since implementation. They should be updated to meet suggested regulations for recreational establishments.

Additional Decisions are Required for a Recreational Marijuana Establishment

1. Require a Recreational Marijuana Establishment be combined with a Medical Marijuana Dispensary in a shared building as a Dual License; **or**
2. Allow a Dual License, but not require the Marijuana Establishment and Dispensary occupy the same building; **or**
3. Allow a Marijuana Establishment to operate as a separate entity

MUST CHOOSE ONE OF THE ABOVE

- Also, how many Marijuana Establishments/Testing Facilities should be allowed to operate within the Town?

RECAP OF DECISIONS TO BE MADE

- Whether to allow or prohibit Recreational Marijuana Establishments and Testing Facilities
- If allowing Establishments, should dual license with Medical Dispensaries in a shared building be required
- How Many Establishments and/or Testing Facilities should be allowed in Town

Several choices available for Recreational Marijuana Establishments and Testing Facilities

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MUST CHOOSE ONE OF THE ABOVE

- Also, how many Marijuana Establishments/Testing Facilities should be allowed to operate within the Town?

Councilmember Trate asks about allowing cultivation.

Dr. Johnson advises that the Town's Ordinance already allows for cultivation.

Mayor Wallace asks about Grant funding and if allowing this would prohibit us from getting grants.

Attorney Benavidez advises that it will not as long as we maintain a drug free workplace.

Sergeant Thompson advises from a Police Department perspective that this will be an increased amount of work for the Police Department and will require more training and possibly more officers.

Mayor Wallace: Bad people are going to do bad things and good people are going to do good things. I saw this as making the Police Department's job easier. It refines what has to be looked for.

Manager Harvey: I wanted to remind everyone that we can not increase our taxes or charge dispensaries differently and the operating hours are 9am-5pm. Sierra Vista and Bisbee have already approved it.

D. Adjournment

Motion: 6:55pm, Action: Adjourn, Moved by Johann Wallace, Seconded by Jean Post.

Motion passed unanimously.

Approved by Mayor Johann R. Wallace on January 28, 2021.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Brandye Thorpe,
Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on January 14, 2021. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk

SOUTHWEST BUILDING INSPECTION SERVICE, INC.

3965 E. Foothills Drive, Sierra Vista, Arizona 85635 Phone (520) 458-3208

January 20, 2021

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

Attn: Suzanne Harvey
City Manager

RE: 2021 Three-Year 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 request a three-year contract term extension rather than one year term.

The current monthly base fee is \$4,100. I am proposing the following base fee for the proposed three-year term:

1. Year 1 the monthly base fee would remain at \$4,100
2. Year 2 the monthly base fee would increase to \$4,300
3. Year 3 the monthly base fee would increase to \$4,500

All other terms outlined in the January 28, 2015 Agreement and the subsequent Addendum accepted on September 24, 2015 are to remain the same.

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

Respectfully submitted,

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

SOUTHWEST BUILDING INSPECTION SERVICE, INC.

3965 E. Foothills Drive, Sierra Vista, Arizona 85635 Phone (520) 458-3208 Fax: (520) 458-6898

DATE: January 28, 2015

**TO: Tammy J. Mitchell, Town Clerk/Administrator
Town of Huachuca City
500 Gonzales Blvd.
Huachuca City, Az 85616**

**RE: Providing Building Code Inspection Services
For Town of Huachuca City Building Dept.**

AGREEMENT

A. Dr. James D. Johnson and Southwest Building Inspection Service, Inc., together referred to as the "Contractor", propose to provide the following **BASIC BUILDING INSPECTION** services for the Town of Huachuca City, also referred to as the "Town". "Contractor" and "Town" agree to the following terms:

1. "Town" agrees to appoint James D. Johnson, President of Southwest Building Inspection Service as the Building Inspector for the Town. "Town" shall retain the title of Building Official, Zoning Administrator, Flood Plain Administrator, Planner, Engineer and Public Works Director, and any other department titles that may be created in the future, as well as the responsibilities of each of the noted titles. "Contractor" to act as the Building Inspector and an advisor only to the "Town" on matters relating to the general construction field.
2. "Contractor" to perform building/construction code inspections for **all construction projects** (to include residential, commercial, apartments, new construction, remodeling, room additions, manufactured home installations, gas piping, electrical panel updates, block fences, etc.) within the Town jurisdiction requiring a building permit. "Contractor" shall be considered the exclusive primary inspector for all construction projects.
3. "Contractor" to perform blueprint/plan reviews for all construction projects within the Town of Huachuca City requiring a building permit (prior to issuance of permit). "Contractor" reserves the option to sub-contract plan review services on larger projects.
4. "Contractor" to provide the Town of Huachuca City with a written report at the conclusion of each construction project, detailing the inspections performed.
5. "Contractor" to enforce all Building Department regulations, policies, codes and procedures adopted by the Town Building Department, as well as the adopted Town Zoning Code.
6. "Contractor" to inspect existing properties to enforce adopted Town Codes (other than construction projects) as directed by the Town Building Official. A written report to be prepared and submitted to the Town Building Official for enforcement.
7. "Contractor" to provide a contact point for the general public, to provide technical construction consulting to the Builder, Property Owner, Permit Applicant and/or Town Building Official as needed. Also, act as advisor to the Town Building Official on matters related to the construction field as needed.
8. "Contractor" to provide ICC (International Code Council) certified building inspectors and plan reviewers for all projects.

9. Town Building Official shall be the sole "Contractor" contact. "Contractor" is not required to report to any other employee, council member or mayor of the Town of Huachuca City. In addition, "Contractor" personnel are not required to attend or make a report at any after-hours meetings to include Council, Planning and Zoning or Boards of Adjustments meetings, unless prior arrangements have been made.
 10. Town Building Official will be advised of any major construction changes proposed on a project during the construction process and will retain the right to make the final determination whether to approve any changes from the original approved design. "Contractor" shall approve any minor changes in the field.
 11. Town Building Official will make the final decision in any disagreements between "Contractor" and the Builder/Permit Applicant.
 12. "Town" to process all necessary building permits and collect all associated fees. "Town" to provide "Contractor" with a copy of the building permit once processed. "Town" to issue a Certificate of Occupancy at the conclusion of each project (when applicable), once "Contractor" advises the Town the project has been satisfactorily completed.
 13. "Town" agrees to provide "Contractor" with a complete set of blueprints, specifications and any related materials necessary for each construction project. All necessary pre-approvals such as Planning and Zoning, Council, Fire Department, etc. must be completed prior to the plan check of each project. Once the required plan check has been completed, the "Town" will be informed to process the building permit. All materials will be returned to the "Town" at the conclusion of the project.
 14. All provided services for the **BASIC BUILDING INSPECTION** services to include, but not limited to, site inspections, plan reviews, technical consulting, phone calls, research, travel, meetings with Builder and/or Permit Applicant, meetings with Town Building Official or others at Town Building Official's request (whether on the project site, at Town Hall or in the Sierra Vista offices of "Contractor"), as well as all consultations at request of Building Official pertaining to construction related matters will be billed at **\$2,400 per month**. Any after-hours meetings "Contractor" is requested to attend will be billed at an **additional \$100 per meeting**. Any court proceedings "Contractor" is required to attend will be billed at an **additional \$100 per day**. "Town" agrees to pay all submitted invoices within 30 days of receipt.
- B. "Contractor" proposes to provide the following alternative **COMPLETE BUILDING DEPARTMENT ADMINISTRATIVE** services for The "Town", if they so choose. "Contractor" to perform the same Building Inspection duties as the **BASIC BUILDING INSPECTION** services as outlined in Sections A2-5 noted above. "Contractor" and "Town" agree to the following additional terms:
1. "Town" agrees to appoint James D. Johnson as the Building Official for the Town. "Contractor" to perform all building official duties as outlined in the Town code, as well as in the adopted building codes, to include all construction projects and existing properties. Town Clerk shall be the sole "Contractor" contact. "Contractor" is not required to report to any other employee, council member or mayor of the Town of Huachuca City. In addition, "Contractor" personnel are not required to attend or make a report at any after-hours meetings to include Council, Planning and Zoning or Boards of Adjustments meetings, unless prior arrangements have been made.
 2. "Contractor" to provide full Building Department administration, to include but not limited to, issuing building permits, certificates of occupancy, inspection reports, cease and desist orders, citations and condemn notices.

3. "Contractor" will have complete authority over all construction activity within the town limits and will be responsible for the day-to-day operations of the Building Inspection Dept. "Town" shall gather all permit applications and blueprints and collect all necessary fees once "Contractor" issues building permit. "Contractor" to obtain all necessary pre-approvals on all construction projects such as Planning and Zoning, Council, Fire Department, etc., prior to conducting plan review and issuing building permit.
4. "Contractor" to enforce the adopted Town Zoning Code, as well as provide guidance to the public on possible zoning issues or variances.
5. "Contractor" to provide a contact point for the general public and provide technical construction consulting to the Builder, Property Owner and Permit Applicant.
6. "Contractor" to provide ICC certified building officials, building inspectors & plan reviewers for all Town projects. "Town" agrees to maintain a governmental membership with the International Code Council.
7. "Contractor" to advise the "Town" when it is recommended to update the adopted building codes.
8. All provided services for the **COMPLETE BUILDING DEPARTMENT ADMINISTRATIVE** services to include, but not limited to, site inspections, issuance of building permits & certificates of occupancy, plan reviews, technical consulting, phone calls, research, travel, meetings with Builder and/or Permit Applicant, meetings with Town Clerk or others at Town Clerk's request (whether on the project site, at Town Hall or in the Sierra Vista offices of "Contractor"), will be billed at **\$2,950 per month**. Any after-hours meetings "Contractor" is requested to attend will be billed at an **additional \$100 per meeting**. Any court proceedings "Contractor" is required to attend will be billed at an **additional \$100 per day**. "Town" agrees to pay all submitted invoices within 30 days of receipt.

C. ADDITIONAL GENERAL TERMS:

1. "Town" agrees to maintain all necessary records and provide "Contractor" with copies of such records upon request.
2. "Town" agrees to provide a budget for department supplies and other items deemed necessary from time to time. "Town" shall provide job inspection tags for the "Contractor" to use on each project to confirm requested inspections have been performed. "Town" shall pay all postage costs for official mailings from the Building Inspection Department. "Contractor" will provide all other supplies, inspection and safety equipment, code training and vehicles as necessary to perform the noted services.
3. "Contractor" shall not be required to obtain a business license from the "Town" since the services are performed directly for the municipal government.
4. Per the legal requirement noted within the building safety codes adopted by the "Town", the "Contractor", while acting as the appointed Building Inspector and/or Building Official (or in the performance of any other duties as agreed upon by the parties) for the "Town" in good faith and without malice in the discharge of the duties required by the building safety codes or other pertinent laws or ordinances, shall not thereby be rendered liable personally. Any suit instituted against the "Contractor" because of an act performed in the lawful discharge of duties and under the provisions of the building and safety codes or adopted Town codes shall be defended by legal representative of the "Town" until the final termination of the proceedings. The "Contractor" shall not be liable for any cost in any action, suit, proceeding or settlement that is instituted in pursuance of the provisions of the adopted codes.

5. **Compliance with Immigration Laws:** As mandated by Arizona Revised Statutes ("A.R.S.") Section 41-4401, the "Town" is prohibited from awarding a contract to any contractor or sub-contractor that fails to comply with A.R.S. Section 23—214(A). The "Town" must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214(A). Therefore, in signing or performing any contract (including this Agreement) for the "Town", the "Contractor" fully understands that:
 - A. "Contractor" warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A);
 - B. A breach of the warranty described in subsection A shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract;
 - C. The "Town" or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection A.
6. **Cancellation for Conflicts of Interest:** The "Town" may cancel this engagement for conflicts of interest pursuant to A.R.S. Section 38-511.
7. **Safety:** The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under this Contract. The "Contractor" will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.
8. **Non-Discrimination:** Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the duties pursuant to this Agreement. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein and the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
9. **Public Records:** The "Contractor" understands that the "Town" is a public entity subject to Arizona's public records laws as codified in Arizona Revised Statutes Title 39, as interpreted by Arizona case law. Internal control over all financial transactions related to the Contract shall be in accordance with sound fiscal policies. The "Town" may, at reasonable times and places, audit the books and records of the "Contractor", or any and all the sub-contractors' records. Such audit shall be limited to the subject matter of this Contract and the execution of its Scope of Work.
10. **Insurance:** The "Contractor" shall obtain insurance as described below and keep such coverage in force throughout the life of the Contract. All policies must contain an endorsement providing that written notice be given to the "Town" at least 10 (10) calendar days prior to termination or cancellation in coverage in any policy. Except for professional liability and workers' compensation insurance, the liability insurance policy(s) shall include the "Town" as an additional insurance with respect to liability arising out of the Contract. *Except as stated in Section C-4 above*, the "Contractor" agrees that its insurance will be primary and that any insurance carried by the "Town" will be excess and non-contributing.

<u>Coverage Required</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	\$ Statutory
Employees Liability	\$1,000,000
Professional Liability (Errors & Omissions)	\$1,000,000
General Liability	\$2,000,000
Vehicles	\$1,000,000

11. The status of the "Contractor" shall be that of an independent contractor, and "Contractor" shall not be considered an employee of the Town and shall not be entitled to receive any fringe benefits associated with regular employment. "Contractor" shall be responsible for payment of all federal, state and local taxes associated with compensation received, pursuant to this Agreement.
12. This Agreement shall be effective for a two year term. The Agreement shall automatically be renewed for one-year periods contingent on the determination of availability of funds and negotiation of the fee, unless earlier terminated as provided in this Agreement. Any modification or extension shall be by formal written amendment and executed by the parties hereto.
13. This Agreement automatic renewal may be terminated by either party upon giving written notification to the other party thirty (30) days prior to the expiration of the current agreement term. This Agreement may be earlier terminated by either party with or without cause upon giving written notification to the other party not less than sixty (60) days prior to the effective date of termination.
14. Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
15. It is understood that no guaranties or warranties are expressed or implied as to the quality workmanship or materials on any project. Please keep in mind that this contract does not include the following services: Pest control, quality control, surveying, engineering, planning, geotechnical soils, public works issues, easements, environmental issues, general plan or verification of property lines.
16. Any notice required or permitted to be given under this Agreement shall be in writing. Notice to the Town of Huachuca City shall be addressed and mailed as follows:

Town Clerk
Town of Huachuca City
500 N. Gonzales Blvd.
Huachuca City, AZ 85616

Notice to "Contractor" shall be addressed and mailed as follows:

Southwest Building Inspection Service, Inc.
3965 E. Foothills Drive Suite D
Sierra Vista, Az 85635

This document constitutes the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties.

Southwest Building Inspection Service, Inc.

Proposal can be withdrawn if not
accepted within 30 days.

“Town” Acceptance of Agreement:

- A. Basic Building Inspection package at \$2,400 per month (\$28,800 per year) plus \$100 fee for meetings & court proceedings

- B. Complete Building Dept. Administration package at \$2,950 per month (\$35,400 per year) plus \$100 fee for meetings & court proceedings

Tammy J. Mitchell, Town Clerk/Administrator

Date: _____

Ken Taylor, Mayor

Date: _____