



# TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL  
PUBLIC MEETING NOTICE  
Thursday, February 23, 2023, at 6:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## AGENDA

### **A. Call to Order – Mayor**

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

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

### **B. Call to the Public – Mayor**

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

### **C. Consent Agenda - Mayor**

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

C.1 Consider approval of the Minutes of the Regular Council Meeting held on February 9, 2023.

C.2 Consider approval of the Payment Approval Report.

**D. Unfinished Business before the Council – Mayor**

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

**E. New Business Before Council - Mayor**

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

**E.1 Discussion and/or Action [Mayor Wallace]: Recognition of Kristy Ramirez, Finance Clerk and her service to the Town.**

**E.2 Discussion and/or Action [Mayor Wallace]: Proclamation No. 2023-03 - PROCLAIMING MARCH 2, 2023, AS “READ ACROSS AMERICA DAY.”**

**E.3 Discussion and/or Action [Manager Harvey]: Resolution No. 2023-04 - AUTHORIZING THE TOWN TO PARTICIPATE IN THE STATE OF ARIZONA SURPLUS PROPERTY PROGRAM AND DESIGNATING ITS AUTHORIZED REPRESENTATIVES.**

**E.4 Discussion and/or Action [Mayor Wallace/Dr. Johnson]: Second reading of Ordinance No. 2023-05 AMENDING THE TOWN CODE, TITLE 3 “REVENUE AND FINANCE,” CHAPTER 3.05 “PROCUREMENT AND INVESTMENT,” SECTION 3.05.180 “EMERGENCY PURCHASES,” TO ALLOW THE TOWN MANAGER TO EXPEDITE PROCUREMENT OF IMMEDIATELY NEEDED REPAIRS TO TOWN FACILITIES AND EQUIPMENT UP TO \$20,000 WITHOUT PRIOR APPROVAL OF THE COUNCIL.**

**E.5 Discussion and/or Action [Suzanne Harvey]: Approval of addendum to the contract for sale of the Town’s property at 830 Arizona Street to provide for a survey of the property and to include additional contiguous property which has been used as part of the parking lot for the property.**

**E.6 Discussion and/or Action [Suzanne Harvey]: Resolution No. 2023-05 - AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE U.S. ARMY TO PROVIDE TRANSIT SERVICES FOR BASE PERSONNEL FROM THE FT. HUACHUCA ARMY GARRISON.**

**E.7 Discussion and/or Action [Suzanne Harvey]: Authorizing the Town Manager to spend up to \$25,000 to acquire a passenger bus.**

E.8 Discussion and/or Action [Suzanne Harvey]: Approval of contract with attorney Patrick Greene to provide criminal prosecution services in the Town's municipal court.

E.9 Discussion and/or Action [Suzanne Harvey]: Approval to suspend the fares charged by the Town to ride the Town's circulator service.

E.10 Discussion and/or Action [Mayor Wallace]: Establishing a program for recognizing outstanding residents and businesses.

E.11 Discussion and/or Action [Mayor Wallace]: Decision on whether to interview applicants for the vacant council seat or extend the deadline.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on February \_\_, 2023, 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

*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](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.



# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
February 9, 2023 AT 6:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## AGENDA

### A. Call to Order – Mayor 6:00pm.

a. Pledge of Allegiance  
Mayor Wallace

b. Roll Call and Ascertain Quorum

#### Roll Call.

Present: Johann Wallace, Jeffrey Ferro, Cynthia Butterworth, Christy Hirshberg, Debra Trate, Jean Smelt, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (Not voting), Town Attorney Thomas Benavidez (Not voting).

Absent:

c. Invocation

Elder Thomas leads the invocation.

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

### B. Call to the Public – Mayor

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public*

Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

### **C. Consent Agenda - Mayor**

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

C.1 Consider approval of the Minutes of the Regular Council Meeting held on January 26, 2023.

C.2 Consider approval of the Payment Approval Report.

**Motion:** Items listed on the Consent Agenda, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

**Motion:** Items listed on the Consent Agenda with the corrections to the minutes, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.  
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**

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 [Mayor Wallace]: Proclamation No. 2023-02 proclaiming the month of February, 2023, as "Black History Month" in Huachuca City.**

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

**E.2 Discussion and/or Action [Manager Harvey]: Resolution No. 2023-04 - AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOHONO O'ODHAM NATION TO RECEIVE A GAMING REVENUE SHARING GRANT FOR ACQUISITION OF BODY-WORN CAMERA EQUIPMENT FOR THE POLICE DEPARTMENT.**

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

Manager Harvey presented an Agreement to sign to pay for the body worn cameras.

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

**Motion passed unanimously.**

**E.3 Discussion and/or Action [Mayor Wallace/Dr. Johnson]: Second reading of Ordinance No. 2023-01 AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.10 "DEFINITIONS," SECTION 18.10.010 "DEFINITIONS," AND CHAPTER 18.100 "SUPPLEMENTAL REGULATIONS," SECTION 18.100.210 "HOME BASED BUSINESSES," TO CHANGE THE DEFINITION OF HOME OCCUPATION AND REVISE THE ZONING REGULATIONS PERTAINING TO HOME BASED BUSINESSES.**

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

Mayor Wallace abstained from any Discussion and Vote on this Item. Councilmember Trate advises she also has a home based business and abstains.

Councilmember Ferro commented how they didn't believe a discussion was necessary. This would simplify and update the code, remarking they should just vote. Council agreed.

**Motion:** Ordinance 2023-01, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Motion passed with Mayor Wallace and Councilmember Trate abstaining.

**E.4 Discussion and/or Action [Mayor Wallace/Dr. Johnson]: Second reading of Ordinance No. 2023-02 AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.105 "OFF-STREET PARKING AND LOADING REGULATIONS," TO REVISE OFF-STREET PARKING AND LOADING REQUIREMENTS AND PARKING LOT DESIGN STANDARDS.**

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

Dr. Jim Johnson went over modifications and revises to be approved by Council.

**Motion:** Ordinance 2023-02, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg

**Motion passed unanimously.**

**E.5 Discussion and/or Action [Mayor Wallace/Dr. Johnson]: Second reading of Ordinance No. 2023-03 AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.110 "SIGN REGULATIONS," TO REVISE REGULATIONS AND MAINTENANCE REQUIREMENTS FOR ON AND OFF-PREMISES SIGNS, TEMPORARY SIGNS AND ELECTRONIC MESSAGE DISPLAYS.**

**Motion: Item E.5, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Christy Hirshberg.**  
**The council required no discussion.**

**Motion: Ordinance 2023-03, Action: Approve, Moved by Johann Wallace, Seconded by Christy Hirshberg**  
**Motion passed unanimously.**

**E.6 Discussion and/or Action [Mayor Wallace/Dr. Johnson]: Second reading of Ordinance No. 2023-04 AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.25 "SITE PLAN REQUIRED," TO REVISE SUBMITTAL AND ADMINISTRATIVE REVIEW REQUIREMENTS FOR PROPERTY DEVELOPMENT SITE PLANS.**

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

**The council required no discussion.**

**Motion: Ordinance 2023-04, Action: Approve, Moved by Johann Wallace, Seconded by Christy Hirshberg**  
**Motion passed unanimously.**

**E.7 Discussion and/or Action [Suzanne Harvey]: Approval to work with the interested organizations to come to an agreement for them to sponsor/adopt Northgate Park.**

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

**Manager Harvey brought to the attention of the Council that there are several groups wanting to come together to sponsor/adopt Northgate Park. Manager Harvey requested permission/authorization to continue working with these groups as they continue to create an agreement.**

**Mayor Wallace mentioned getting in contact with ADOT to find out about the road block in that area.**

**Councilmember Trate mentioned concern over parking.**

**Dr. Jim Johnson told the council about how/why the roadblocks were put in that area.**

**Motion: Town staff to work with the interested organizations to come an agreement to sponsor/adopt Northgate Park and to pursue a conversation with ADOT to have the roadblocks removed , Action: Approve, Moved by Johann Wallace, Seconded by Christy Hirshberg**

*Motion passed unanimously.*

**E.8 Discussion and/or Action [Town Attorney]: Approval of proposed nation-wide governmental entity opioid claims settlements with Walmart, Walgreens, CVS, Teva and Allergan.**

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

*Mayor Wallace asked for permission to sign forms.*

**Motion:** Proposed nation-wide governmental entity opioid claims settlements with Walmart, Walgreens, CVS, Teva and Allergan , **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg

*Motion passed unanimously.*

**E.9 Discussion and/or Action [Suzanne Harvey]: Engaging Johnson Environmental Technologies to provide methane gas monitoring at the landfill to ensure safety and compliance with state and federal regulations.**

**Motion:** Item E.9, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

*Manager Harvey clarified for the council that this is already a service the town utilizes but the contract we had with them is now over, and that this new contract with them would be in the town name and not sub-contacted as it previously was.*

**Motion:** Engaging Johnson Environmental Technologies to provide methane gas monitoring at the landfill to ensure safety and compliance with state and federal regulations., **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg  
*Motion passed unanimously.*

**E.10 Discussion and/or Action [Suzanne Harvey]: Selecting an attorney or law firm to provide criminal prosecution services in the Town's municipal court.**

**Motion:** Item E.10, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg

*Manager Harvey recommends Pat Green, from the three bids received.*

**Motion:** Engagement of Pat Green provide criminal prosecution services in the Town's municipal court , **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg  
*Motion passed unanimously.*

**E.11 Discussion and/or Action [Suzanne Harvey]: First reading of Ordinance 2023-05 AMENDING THE TOWN CODE, TITLE 3 "REVENUE AND FINANCE," CHAPTER 3.05 "PROCUREMENT AND INVESTMENT," SECTION 3.05.180 "EMERGENCY PURCHASES," TO ALLOW THE TOWN**



**MANAGER TO EXPEDITE PROCUREMENT OF IMMEDIATELY NEEDED REPAIRS TO TOWN FACILITIES AND EQUIPMENT UP TO \$20,000 WITHOUT PRIOR APPROVAL OF THE COUNCIL.**

**Motion:** Item E.11, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by Jeffrey Ferro**

Mayor Wallace explained that this is so that the Town Manager can make necessary immediate repairs between council meetings.

**E. Reports of Current Events by Council**

Councilmember Butterworth attended the SVMPO work Session, legislature is going on Wednesday, they are looking at the two year transportation plan.

The Healthy Huachuca walk every Sunday morning at 10 O'clock in the park.

Farmers Luncheon at the Senior Center on Tuesday.

Councilmember Ferro attended the Speaker of the Library Event on Local pollinating Bats. He thought it was very lively and had a nice time.

Councilmember Smelt asked about the ADOT sign with George Nerhans name on it. Mayor Pro Tem Hirshberg answered that attempts had been made but blocked by his family.

Councilmember Smelt asked about the plane issue and whatever happened to it. Mayor Wallace informed that it is something that was already handled and no longer an issue.

Councilmember Smelt asked about changing the council into five (5) members instead of seven (7) members.

Mayor Wallace reminded Councilmember Smelt that this item is for Current Events and that to open discussions or change policies they would need to get it on the agenda so council can discuss it.

Council member Trate attended the Upper San Pedro thing, it was mostly just formalities to begin the year.

Mayor Wallace attended the Mac function on base. Was able to talk about updates to the park and updates with Cox. Mayor Wallace will have a meeting on Monday with Cox on services and how things are going.

Mayor Wallace talked about things that are going on at a state level, the affects it could have on the town, and steps he is taking to be more informed. He encouraged the council to reach out as well.

**G. Adjournment**

**Motion:** 6:32pm, **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg. **Motion passed unanimously.**

Approved by Mayor Johann R. Wallace on February 23, 2023.

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Mr. Johann R. Wallace

Mayor

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

Ms. Brandye Thorpe,  
Town Clerk

Seal:

**Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on February 9, 2023. I further certify that the meeting was duly called and a quorum was present.

\_\_\_\_\_  
Ms. Brandye Thorpe,  
Town Clerk

# Town of Huachuca City

## PROCLAMATION NO. 2023-03

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING MARCH 2, 2023, AS "READ ACROSS AMERICA DAY."

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

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

WHEREAS, "Read Across America Day," a national celebration of reading on March 2, 2023, the birthdate of Dr. Seuss, promotes reading and adult involvement in the education of our community's children; and

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

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

NOW, THEREFORE, I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code hereby proclaim March, 2, 2023, as Read Across America Day in the Town of Huachuca City, and I encourage everyone to visit our library and make a date with a book.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 23rd day of February, 2023.

\_\_\_\_\_  
Johann R. Wallace, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Thorpe, Town Clerk

\_\_\_\_\_  
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

### RESOLUTION NO. 2023-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO PARTICIPATE IN THE STATE OF ARIZONA SURPLUS PROPERTY PROGRAM AND DESIGNATING ITS AUTHORIZED REPRESENTATIVES.

**WHEREAS**, the State of Arizona operates a surplus property disposal program [the “Surplus Program”]; and

**WHEREAS**, the Town has participated in the Surplus Program and wishes to continue with the Surplus Program; and

**WHEREAS**, the Town needs to designate its current authorized representatives and signors who can bind the Town to the terms of the Surplus Program; and

**WHEREAS**, the Mayor and Council have determined that continued participation in the Surplus Program 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 authorized to continue participating in the Surplus Program.

**Section 2.** The Mayor of the Town of Huachuca City is hereby authorized and directed to appoint the Town’s authorized signors, who shall be: the Town Manager, Suzanne Harvey, Town Clerk, Brandye Thorpe, and Public Works Director, Jim Halterman.

**Section 3.** The Town Manager is hereby authorized to take all steps and submit all documents necessary and proper to implement this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Huachuca City, Arizona, this 23<sup>th</sup> day of February, 2023.

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
Brandye Thorpe, Town Clerk

\_\_\_\_\_  
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. 2023-05

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE, TITLE 3 “REVENUE AND FINANCE,” CHAPTER 3.05 “PROCUREMENT AND INVESTMENT,” SECTION 3.05.180 “EMERGENCY PURCHASES,” TO ALLOW THE TOWN MANAGER TO EXPEDITE PROCUREMENT OF IMMEDIATELY NEEDED REPAIRS TO TOWN FACILITIES AND EQUIPMENT UP TO \$20,000 WITHOUT PRIOR APPROVAL OF THE COUNCIL.**

**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**, the Code, Title 3 “REVENUE AND FINANCE” provides procurement and investment policies and procedures for the Town; and

**WHEREAS**, the Town Council has determined that it would be in the best interests of the Town and its residents to amend the Code to allow for expedited procurement of immediately needed repairs to Town facilities and equipment without prior approval of the Town Council; 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 February 9, 2023, and at a subsequent meeting on February 23, 2023.

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

**SECTION 1.** The Code, Title 3 “REVENUE AND FINANCE,” Chapter 3.05 “PROCUREMENT AND INVESTMENT,” section “3.05.180 “Emergency purchases,” is amended as follows with deletions in ~~strikeout text~~ and additions in underlined text:

#### **3.05.180 Emergency purchases.**

A. Notwithstanding any provisions herein, the town manager, town clerk or designee may purchase materials or services in the event of an emergency which poses an imminent danger to the health, safety and welfare of the employees or residents of the town for the purpose of

ameliorating or dealing with said emergency. In addition, the town manager, town clerk or designee may procure services they deem to be immediately needed to make repairs to town facilities and equipment, of up to \$20,000.00, without prior approval of the town council.

B. Bids and contracts for ~~said emergency services~~ described in subsection (A), above, ~~services~~ shall be bid telephonically with response time and agreement to price to be established by the town manager, town clerk or designee.

C. In the event that telephonic bids received are not sufficient, due to price, delivery time, and/or capability of bidder to deliver said services, the town manager, town clerk or designee may competitively negotiate with other potential contractors for ~~provisions of the services in time of emergency.~~ Every effort will be made to consider local suppliers and contractors for ~~emergency purchases procurements~~ which are outside the normal bid process.

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

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

**SECTION 4.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the town and on the town's website, and to publish this Ordinance as required by A.R.S. 9-812; 9-813 and 39-204 (C)(3).

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 23RD DAY OF FEBRUARY, 2023.**

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

ATTEST:

\_\_\_\_\_  
Brandye Thorpe, Town Clerk


Approved as to Form:

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



Arizona Association of REALTORS

ADDENDUM 01

Document updated: June 1993

 **ARIZONA**  
association of  
**REALTORS**  
REAL SOLUTIONS REALTOR® SUCCESS

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

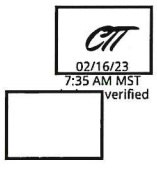
1. This is an addendum originated by the:  Seller  Buyer  Landlord  Tenant.
2. This is an addendum to the Contract dated 12/30/2022 between the following Parties:  
MO/DA/YR
3. Seller/Landlord: Suzanne Harvey Town Of Huachuca City
4. Buyer/Tenant: Clifford Taylor
5. Premises: 830 ARIZONA Street Huachuca City AZ 85616
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. A survey will be paid for by the buyer to combine the multiple parcel numbers
8. reflected on the Deed, 106-48-143 & 106-47-020D, it will include the portion of the
9. parking lot that is striped to belong to the parcel. *add to the parcel being sold*
10. The contingency will be removed.
11. Buyer will be utilizing private financing.
12. COE to be on or before 03/06/2023

*add*

*and contiguous with*

*add to the parcel being sold*

*Buyer shall provide a copy of the survey to TOWN for Town's approval prior to having the survey recorded.*



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*Clifford Taylor, Taylormade* dotloop verified 02/16/23 7:35 AM MST IEH-UXED-7JOA-R195

*Clifford Taylor, Taylormade* dotloop verified 02/16/23 7:40 PM MST YURD-RZUP-BBVM-1GTB

conditions and acknowledges receipt of a copy hereof.

44.  Seller  Buyer MO/DA/YR  Seller  Buyer MO/DA/YR
45.  Landlord  Tenant  Landlord  Tenant
46. \_\_\_\_\_ MO/DA/YR \_\_\_\_\_ MO/DA/YR
47.  Seller  Buyer MO/DA/YR  Seller  Buyer MO/DA/YR
48.  Landlord  Tenant  Landlord  Tenant

49. **For Broker Use Only:**  
 Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 MO/DA/YR





S Santa Cruz Rd

Cochise Ave

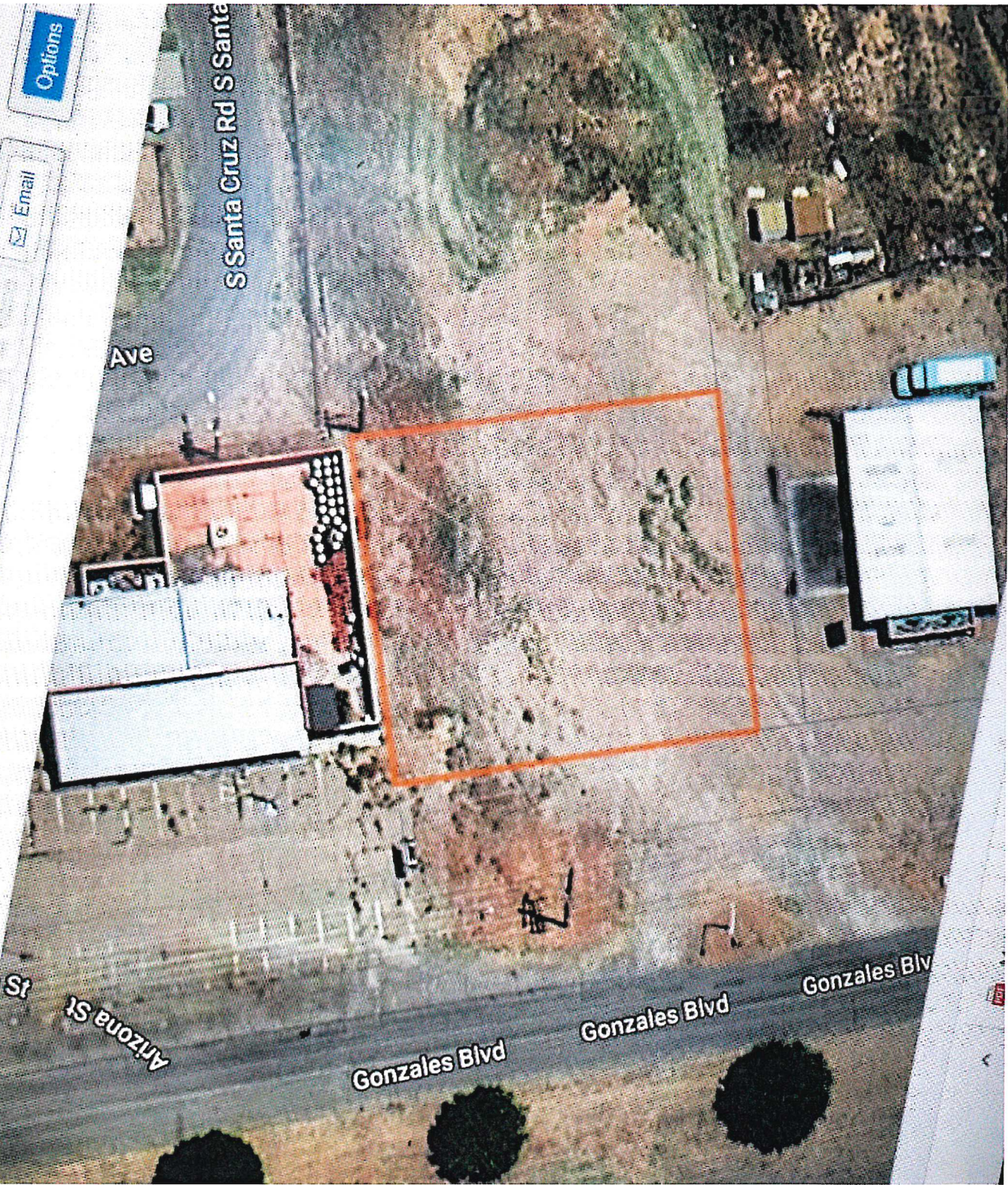
Arizona St

Gonzales Blvd



Parcel # 10647020D

Download Map



Options

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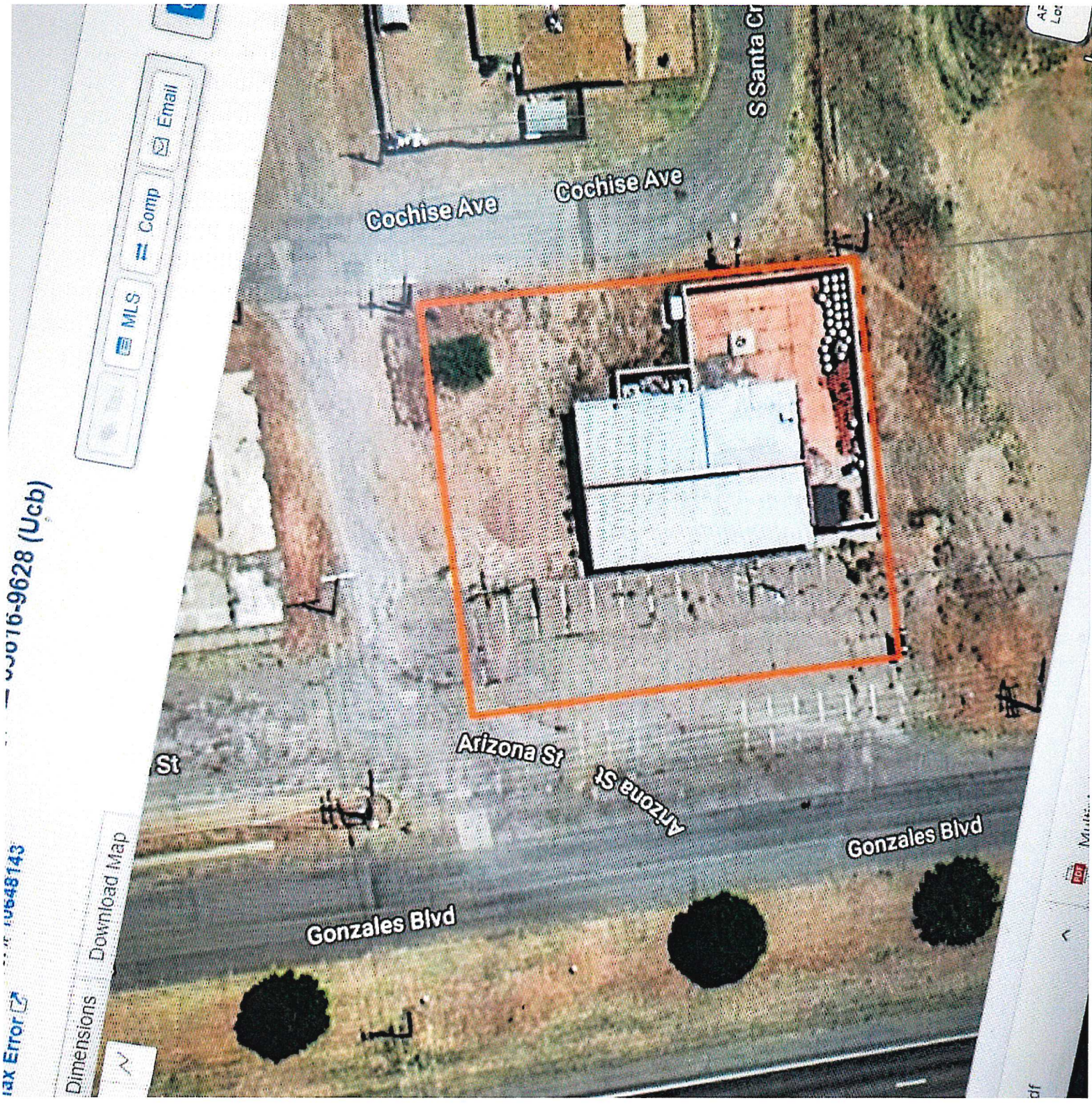
Gonzales Blv

0076-9628 (Ucb)

ax Error [x] 0076-9628 (Ucb)

Dimensions Download Map

MLS Comp Email



Cochise Ave Cochise Ave

S Santa Cr

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Arizona St

Arizona St

Gonzales Blvd

Gonzales Blvd

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## PROSECUTION SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2023 between Patrick K. Greene, an attorney licensed with the State Bar of Arizona ("Attorney"), and the TOWN OF HUACHUCA CITY, a municipal corporation of the State of Arizona ("Town").

### Recitals:

A. The Town is seeking a qualified, experienced attorney, to provide municipal prosecution services for an initial period beginning on or about March 1, 2023 through February 29, 2024.

B. Attorney represents that he is licensed and qualified to provide the services described herein.

NOW THEREFORE, in consideration of their mutual promises set out herein, the Attorney and the Town agree as follows:

### 1.0 Scope of Work and Compensation

1.1. The Attorney shall provide municipal prosecution services for the Town in the following classes of cases:

- Prosecuting misdemeanor cases in the Town's Municipal Court;
- Working on appeals or special actions in Cochise County Superior Court generated from Town misdemeanor cases.

1.2. The Attorney's compensation for working on the above cases shall be \$150.00 per hour. In the event that Attorney must appear in Cochise County Superior Court on appeals or special actions generated from Town misdemeanor cases he may also be compensated for roundtrip Mileage between Attorney's office and the Court.

1.3. Attorney must submit monthly itemized billing statements that contain the date of service, a brief description of the service and the actual time spent, billed in one-tenth (1/10) of an hour increments. Monthly billing statements shall be submitted no later than the 2nd Wednesday of the month following the provision of the service. **The Town's standard payment terms are net 30.**

1.5. In all cases, Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including secretarial and clerical support work involved in opening and closing files, administrative communications with Town employees, preparing and transmitting documents, copying, and organizing, filing or similar functions.

1.8. Attorney shall provide competent, efficient, and timely services and shall perform the work in accordance with the terms of the Agreement to the best of Attorney's ability.

**1.9.** The Attorney shall maintain contact with Town employees as is necessary for Attorney to handle cases under this Agreement.

**1.10.** The Attorney shall comply with the Arizona Supreme Court Rules of Professional Conduct, case law, state and local court rules, all applicable local, state and federal laws, statutes, ordinances, rules and regulations and the written administrative policies and procedures established by the Court and the Town.

**1.11.** If the Attorney uses any employees to assist him in performing the services, said employees shall be suitably trained and skilled and the Attorney shall supervise their work in accordance with the standards of the profession and the Rules of the Court.

**1.12.** The Attorney shall not accept a fee or other compensation for services rendered on Town cases other than as stated in this Agreement. However, the Town understands and agrees that the Attorney may represent other clients so long as no conflicts arise under this Agreement.

## **2.0 Expenses**

**2.1 Routine Expenses.** The Attorney agrees that routine or ordinary expenses involved in the representation of Town are not reimbursable. These expenses include, but are not limited to in office copying, postage, telephone, facsimiles, computer, computerized legal research (e.g. Westlaw, Lexis and Loislaw), office supplies, secretarial and paralegal services, and travel within the Town or to the Municipal Court.

**2.2 Extraordinary Expenses.** Upon prior approval of the Town Manager, the Town will reimburse the Attorney, in addition to the fees provided in this Agreement, Extraordinary Expenses. These include, but are not limited to, the costs of expert witnesses, investigators, extraordinary travel, transcripts for trial court purposes, including interview and deposition transcripts, translation and/or interpretation expenses, and subpoena fees (if a Civil Division of a Sheriff's Department or Constable is unavailable to serve the subpoenas).

**2.3.** The Attorney shall obtain prior written approval of the Town Manager, via email with a copy to the Town Attorney [sharvey@huachucacityaz.gov and tbenavidez@benavidezlaw.com] before incurring any such Extraordinary Expenses. All subcontractors for these expenses shall submit their bills to the Attorney, who shall review the bills, verify that they are reasonable and were incurred in the course of representation for an assigned case, then pay the bills and include the amount on the Attorney's monthly invoice.

**2.4 Travel Expenses.** For travel to Superior Court or other extraordinary travel destination, the Town shall pay Attorney for mileage at the then current federal rate. The Attorney must obtain prior approval from the Town Manager before incurring out-of-Town travel expenses.

**2.5 Interpretation.** The Court Administrator is responsible for providing qualified interpreters for non-English speaking persons for all in-court proceedings.

### **3.0 Term of Agreement**

The initial term of this Agreement shall be for an initial period beginning on or about March 1, 2023 through February 29, 2024 with the option to extend on a year-to-year basis at the Town's discretion. In the absence of a formal extension signed by both parties, the services shall continue on a month-to-month basis, unless terminated by either party.

### **4.0 Termination**

Either party may terminate this Agreement at any time with or without cause. Town shall compensate Attorney for services provided up to the effective date of termination.

### **5.0 Attorney's Status**

5.1. The Attorney is an independent contractor. The Attorney shall carry malpractice insurance covering his and his agents and employees errors and omissions.

### **6.0 Amendment and Entirety of Contract**

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

### **7.0 Records**

7.1. The Attorney shall submit all reports and invoices specified in this Agreement.

7.2. The Attorney shall preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement. Records shall also be kept and made available in accordance with the Arizona Supreme Court Rules of Professional Conduct.

### **8.0 Approval by the Town**

Before this Agreement shall become effective and binding upon the Town, it must be approved by the Town Council. In the event that the Town Council does not approve this Agreement it shall be null and void and of no effect whatsoever.

### **9.0 Waiver**

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party's subsequent rights and obligations under that provision.

Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

#### **10.0 No Assignment or Sub-Contracting**

This Agreement is non-assignable and the contract services with the Attorney cannot be subcontracted to a third party. Any attempt to assign or subcontract any of the rights, duties or obligations of this Agreement shall be void.

#### **11.0 Cancellation of Agreement**

Pursuant to A.R.S. §38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the Town or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town or its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

#### **12.0 Non-discrimination**

The Attorney shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order Nos. 2023-01 and 75-5 and A.R.S. §41-1461 et seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Attorney shall comply with Section 503 of 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. The Attorney shall comply with Title 6 of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Attorney shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

#### **13.0 Indemnification**

The Attorney shall at all times indemnify, defend and hold harmless the Town and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, laws, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by the Town on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Attorney, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation

claims, or Unemployment Disability Compensation claims of employees of the Attorney and/or its subcontractors or claims under similar such laws or obligations. The Attorney's obligations under this paragraph shall not extend to any liability caused by the sole negligence of the Town or its employees. This section shall survive any termination of this agreement.

**14.0 Notice to Attorney Regarding Tax Duties and Liabilities**

The Attorney is responsible for paying, according to law, Attorney's income and self-employment taxes. The Town will not withhold any such taxes.

**15.0 No Authority to Bind Town**

The Attorney has no authority to enter into contracts or agreements on behalf of the Town. This Agreement does not create a partnership between the parties.

**16.0 Declaration by Attorney**

The Attorney declares that he is licensed to practice law in Arizona, and is in good standing with the State Bar, has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement. Suspension or disbarment of Attorney from the practice of law during the term of this Agreement shall constitute a material breach of this Agreement.

**17.0 Notice**

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by electronic mail return receipt requested.

**18.0 Choice of Law**

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Arizona. Any dispute resolution proceeding shall take place in Cochise County.

**19.0 Severability**

If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

\_\_\_\_\_  
Patrick K. Green, Esq.  
Date: \_\_\_\_\_

\_\_\_\_\_  
Suzanne Harvey, Town Manager  
Date: \_\_\_\_\_