



# TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL  
WORK SESSION MEETING  
Wednesday, January 24, 2024, 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

### B. Call to the Public – Mayor

A.R.S. 38-431.07 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. 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.

**Discussion on the scope of all services provided to the Town by Southwest Building Inspection Service, Inc., including: zoning department administration, plans review, building code inspections and enforcement, blueprint/plan reviews for construction projects, inspection of existing properties to enforce adopted Town codes, serving as a point of contact for the general public to provide technical construction consulting to builders, property owners and permit applicants. Following the discussion, the Council might act to direct staff to schedule future meetings for additional discussion and/or action concerning these services.**

## D. Adjournment

Posted at 5:00 PM January , 2024, at the following locations:

<b>Town Hall Bulletin Board</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Hall Lobby Windows</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 Windows</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 Committee Members, with the exception of material relating to possible executive session, are available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

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

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

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

DATE: November 21, 2023

TO: Suzanne Harvey, Town Manager

RE: Outline of Building Official Duties

Per the request of the Mayor and Town Council, I have prepared a report of the building official duties assigned to me per the present contract with the Town dated January 28, 2015 and the subsequent addendum dated September 24, 2015. In addition, I have outlined the "Building Official" job description as outlined within the Town Code and the adopted building codes. Finally, I have listed additional duties I have performed for the Town at the request of the Town Manager which exceeds the provisions of my Town Contract and for which I have not requested compensation.

Per my present contract with the Town and the addendum, I have performed the following duties:

1. Building official duties as outlined within the Town Code
2. All building official/inspector duties as outlined in the adopted building codes
3. Enforced the adopted Town zoning code
4. Provided full Zoning Department administration
5. Acted as the contact point for the general public to provide guidance for construction requirements, provisions of the adopted building codes, and zoning issues
6. Provided technical construction consulting to the builders and property owners
7. Advised the Town when it is recommended to update the adopted building codes

The typical job description for the position of Building Official is outlined within the adopted building codes. The Town of Huachuca City assigns additional duties to the building official within the Town Code. These duties are outlined as follows;

The adopted ICC building codes for the Town outlines the typical duties of the building official as follows:

1. Authorized and directed to enforce the provisions of the building codes.
2. Shall have the authority to render interpretations of the code and to adopt policies and procedures in order to clarify the application of its provisions.
3. Shall receive applications, review construction documents and issue permits for the erection, alteration, demolition and moving of buildings and structures; inspect the premises for which such permits have been issued; and enforce compliance with the provisions of the codes.
4. Shall issue necessary notices or orders to ensure compliance with the codes.

Additional duties assigned to the building official per Town Code are outlined as follows:

**Title 2 Administration and Personnel. Chapter 2.35.070 Town building official and zoning administrator.** The powers and duties of the town building official, and the zoning administrator are as specified in state statutes and this code, and as prescribed by the council.

**Title 5 Business license and regulations. Chapter 5.05.040 Clerk to issue and renew licenses.** If a business is to be located within the Town limits, the business location must be inspected and approved by the building official, or his designated representative, prior to the issuance of the business license to ensure the building and site meet the provisions of the building code, as well as the minimum requirements for zoning, safety, fire, Americans with Disabilities Act, and town regulations and ordinances.

**Title 15 Buildings and construction. Chapter 15.75.010 Floodplain management.** The town building official is designated as the NFIP floodplain administrator for the town, is responsible for coordinating with the flood control district of Cochise County and will serve as the town's point of contact on NFIP issues for county, state and federal officials.

**Title 16 Neighborhood preservation. Chapter 16.10.010 Definitions.** Code official means the official(s) designated and authorized by the city manager to enforce and administer the provisions of Title 16; or any duly authorized representative or designee of that official. Town Manager has designated the Building Official as the code official for enforcement of Title 16 provisions.

**Title 18 Zoning. Chapter 18.140.010 Administrative official.** The provisions of these regulations shall be administered and enforced by the building official.

**Appointment as the Hearing Officer.** Town appointed me as the Town Hearing Officer in lieu of an active Planning and Zoning Commission.

Over the past 9 years, I have been requested to provide additional assistance to the Town as needed. I have willingly helped where I could and have not requested compensation. Some of this additional work is outlined below. Please note that this is not an exhaustive list.

1. Provided technical assistance to the Town Manager as needed in various meetings in Town Hall.
2. Provided technical assistance to the Town Manager in the preliminary and planning meetings for various CDBG grants over the years. Oversaw the subsequent construction projects, to include the Town water tank and updates to Leffenwell Park.
3. Represented the Town at several SVMPO TAC meetings and advocated for projects that would be of benefit to the Town. Without this representation, the Town would have missed out on several projects such as the traffic light, street mapping project and the upcoming School/Gila Drive and Skyline pavement projects.

4. Provided technical assistance to the Town Manager in the preliminary and planning meetings with ADOT and Contractor for the installation of the emergency traffic light. Oversaw the subsequent installation of the emergency traffic light.
5. Provided technical assistance to the Town Manager in the preliminary and planning meetings with ADOT for the upcoming resurfacing of Highway 90 and advocated for the possibility of installation of medians to provide added safety along Huachuca Blvd.
6. Provided assistance with the surveying and discussions with the School District over the School Drive dispute.
7. Overseeing of the Cox Communications upgrades over the entire Town, by issuing and managing right-of-way permits and reviewing work completion. Still working with them to complete the final street repairs and cleanup of construction debris.
8. Assisted Public Works as needed by providing technical assistance for water/sewer line repairs/upgrades, street maintenance and equipment upgrades.
9. Assisted Town Managers with the negotiations to purchase and sale of the Dusk till Dawn building and oversaw the environmental studies and surveying of the property.
10. Assisted Town Manager with various surveying projects throughout the Town.
11. Provided technical assistance to other Department Heads as requested.

I hope this information has been helpful. If you have any questions, or need additional information, please let me know.

Dr. Jim Johnson

# BUILDING OFFICIAL/ZONING ADMINISTRATOR REPORT JANUARY 2024

## BUILDING DEPARTMENT

A total of 56 building permits were issued for the year of 2023 (note one permit was not issued after a number was assigned to it). The total valuation for these permits was \$2,946,581.49 with a total of \$40,262.50 collected in permit fees. See attached report that outlines all of the issued permits for the year.

One particular permit that was issued in December was for a retrofit of the Desert Sage Apartment complex (formerly known as Triangle Housing). This will involve reroofing, new windows, exterior painting and a refresh of the parking lot and landscaping. Interior work will include new doors, trim, painting, flooring, cabinets, countertops, plumbing and lighting fixtures, HVAC units, appliances and insulation. The blueprints were quite detailed and required quite a bit of time to complete the plan review. This permit alone brought in over \$20,600 in permit fees. This will be a fun project to complete.

Also, the final inspection of the new Filibertos restaurant was completed and a Certificate of Occupancy issued in mid December. This will be a welcome addition to the Town.

## CODE ENFORCEMENT

A total of 142 code enforcement cases were opened in 2023. I have not completed my final follow-up of these properties, so an accurate report on how many of these cases have been closed is not yet available. A more detailed 2023 review will be provided with the February Council report. One vacant property was abated by Public Works Dept, and three more vacant properties are scheduled for abatement in January.

## UPDATE OF ACHIEVEMENT OF GOALS

See attached report

Respectfully submitted,

Dr. Jim Johnson, PhD, CBO, CCI  
Building Official/Zoning Administrator

## HISTORY OF FEE INCREASES FOR SOUTHWEST CONTRACT

1. Original contract went into effect in February 2015 for Building Official duties as outlined in the contract. Fee was established at \$2,950.
2. Addendum to contract went into effect in October 2015 for the addition of Planning/Zoning services. Fee increased \$900 to \$3,850.
3. Price increase \$250 to \$4,100 in July 2019. This was a 6.5% increase. \*Note increase was delayed from February to July by request of Town Manager.
4. Price increased \$200 to \$4,300 in February 2022. This was a 4.9% increase.
5. Price increased \$200 to \$4,500 in February 2023. This was a 4.6% increase.

The contract fee has only been raised a total of \$650 since October 2015, for a total of 17% increase. Please note that Code Enforcement was added to the duties of Building Official in October 2019; however, fee was not increased for this increased load.

In addition, in 2019 Town Manager asked for Southwest to take on the increased costs of supplies and mailings to help with the Town budget. We have spent about \$1,000 in mailings since then. Also, we put online a specialized computer program that is used exclusively for the Town. We have spent \$17,800 to date, with another \$3,850 due next month.

# ***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 subcontractor 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 insured 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.

DR. G. J. Johnson CEO  
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 MME  
Tammy J. Mitchell, Town Clerk/Administrator

Date: 2-13-2015

Ken Taylor  
Ken Taylor, Mayor

Date: 2-13-2015



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

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

**ADDENDUM TO CONSULTING AGREEMENT DATED JANUARY 28, 2015**

Town of Huachuca City (Town) and Southwest Building Inspection Service, Inc. (Contractor) agree to amend the signed Consulting Agreement date January 28, 2015 to include the following services:

***Contractor to provide full Zoning Department administration, to include but not limited to, provide staff support to the Planning and Zoning Commission, make zoning interpretations, field zoning questions from the public, process all zoning related applications and plans for Planning and Zoning review, guide applicants through the Planning and Zoning process, make zoning code change recommendations to Planning and Zoning Commission for review, as well as any other duties commonly associated with the Zoning Administrator.***

***Town agrees to appoint James D. Johnson, President of Southwest Building Inspection Service, as the Zoning Administrator for the Town.***

***The fee for the noted additional services will be \$900 a month.***

***All other provisions of the Consulting Agreement dated January 28, 2015 will remain in effect.***

*DR. J. Johnson (CEO)*  
Southwest Building Inspection Service, Inc.

*Proposal can be withdrawn if not accepted within 30 days.*

**"Town" Acceptance of Agreement Addendum:**

*Tammy J. Mitchell M.M.C.*  
Tammy J. Mitchell, Town Clerk/Administrator

Date: *9-24-2015*

*Ken Taylor*  
Ken Taylor, Mayor

Date: *27 AUG 15*

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

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

November 3, 2023

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 \$4,500. I am proposing the following base fee for the proposed three-year term:

1. Year 1 the monthly base fee would remain at \$4,500
2. Year 2 the monthly base fee would increase to \$4,725
3. Year 3 the monthly base fee would remain at \$4,725

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



# Permit Report

1/1/2023 - 12/31/2023

Permit #	Permit Date	Parcel Address	Description	Project Cost	Total Fees
<b>Group: Apartment Remodel</b>					
23055	12/5/2023	712 E. Gonzales Blvd	Rehabilitation of existing apartments with new ADA parking stalls, refresh landscaping, site lighting, new roofing, new windows and new exterior paint. Interiors to include new doors and trim, paint, flooring, cabinets, countertops, plumbing fixtures, light fixtures, HVAC equipment, appliances and insulation. PLEASE NOTE ALL ELECTRICAL, PLUMBING AND HVAC CONTRACTORS ARE REQUIRED TO BE LICENSED AND HAVE CURRENT TOWN BUSINESS LICENSE.	\$2,149,158.00	\$20,651.47
				<b>\$2,149,158.00</b>	<b>\$20,651.47</b>

Group Total: 1

<b>Group: Commercial Building</b>					
23039	8/21/2023	280 & 288 W. Mustang Road	Development of property for mini-warehouse facility per attached approved plans and specifications. ALL WORK MUST ALSO MEET REQUIREMENTS OF COCHISE COUNTY FLOODPLAIN USE PERMIT NO FP 21-000054. NO CERTIFICATE OF OCCUPANCY TO BE ISSUED UNTIL ALL WORK FOR RIGHT-OF-WAY PERMIT PW2003-03 HAS BEEN SATISFACTORILY COMPLETED.	\$181,433.00	\$3,021.43
23037	8/15/2023	110 Huachuca Blvd.	Installation of a 24'x38' open carport for changing and mounting tires on concrete per attached approved specifications and site plan.	\$23,000.00	\$755.70
23012	3/28/2023	317 N Huachuca Blvd	Installation of a 12x24 storage barn	\$13,600.00	\$495.00
				<b>\$218,033.00</b>	<b>\$4,272.13</b>

Group Total: 3

<b>Group: Demolition</b>					
23020	5/11/2023	313 Huachuca Blvd	Demolition of existing building.  ONSITE WATER REQUIRED FOR DUST CONTROL.  IF PROJECT CANNOT BE COMPLETED WITHIN ONE DAY SAFETY FENCING WILL BE REQUIRED	\$12,500.00	\$282.00



Account Number	Request Date	Request Description	Estimate Number	Estimate Amount	Actual Amount
23034	7/14/2023	280 & 288 W. Mustang Road Installation of 200 amp electrical service panel on the shed building. Service by Sulphur Springs Electric Co. with electric pole next to shed. Onsite paving and parking per attached plans. ALL WORK MUST ALSO MEET REQUIREMENTS OF COCHISE COUNTY FLOODPLAIN USE PERMIT NO. FP 21-000054		\$30,000.00	\$920.70
23016	4/20/2023	200 W. MUSTANG RD Upgrade electrical service on Units C1 & C2. Removing existing 60-amp panels and replacing with 100-amp all-in-ones.		\$2,500.00	\$105.00
23007	2/22/2023	201 Edgewood Street Service upgrade from 200A to 400A. Overhead, feed 5 sub-panels		\$6,900.00	\$176.00
23001	1/13/2023	375 N Huachuca Blvd. Adding outlets so Dollar General can expand coolers/freezers, moving the registers and two end cap powers.		\$15,000.00	\$317.00
				<b>\$56,200.00</b>	<b>\$1,625.70</b>

Group Total: 6

Group: Fence

23023	5/31/2023	209 S Huachuca Blvd Install approximately 543 linear feet of new 6' privacylink fence with barbed wire plus approximately 190 ft of new 6' privacylink fence with no barbed wire. To cover 24 ft gate with privacylink fabric.		\$23,626.00	\$476.00
				<b>\$23,626.00</b>	<b>\$476.00</b>

Group Total: 1

Group: Gas Pressure

23032	6/26/2023	206 Third Street Reconnection of gas service. Gas pressure test required.		\$500.00	\$50.00
23018	5/4/2023	200 S Howard Street Replace 40 gallon natural gas water heater for Unit #33		\$770.00	\$50.00
23013	3/30/2023	200 S Howard Street Replace 40-gallon gas water heater in Apartment #31		\$770.00	\$50.00
23003	2/7/2023	301 E. Navajo Street Replacement of gas line due to leak from broken pipe		\$100.00	\$50.00
				<b>\$2,140.00</b>	<b>\$200.00</b>

Group Total: 4

				new gas package system.		
23044	9/21/2023	119 Yuma Street		Remove existing condenser and replace with new condenser.	\$4,262.00	\$141.00
23029	6/14/2023	200 S Howard Street		Remove existing HVAC equipment and install new roof mounted gas package unit for Apartment #8.	\$6,857.00	\$176.00
23026	6/7/2023	107 Buckskin Drive		Installation of new HVAC system per attached approved drawing	\$11,587.00	\$264.00
23025	6/7/2023	109 Second Street		Removing swamp cooler and replacing with a new HVAC system per attached approved drawing.	\$16,007.00	\$247.00
23015	4/6/2023	306 Elgin Street		Install new 3.5 ton package HVAC system	\$24,719.00	\$494.00
23010	3/13/2023	306 Elgin Street		Upgrade 100 amp panel to 200 amp and replace 50 gallon water heaters	\$7,270.00	\$194.00
23009	3/2/2023	200 W. Mustang Road		Replace heating/cooling units with 2.5 ton package gas unit.	\$13,000.00	\$282.00
					<b>\$91,457.00</b>	<b>\$1,992.00</b>

Group Total: 8

Group: Plumbing

23052	11/22/2023	807 Ridgeview Place		Replace 30' of sewer line	\$1,000.00	\$50.00
23038	8/18/2023	207 Dragoon Street		Replacement of a electric tankless water heater	\$818.00	\$50.00
					<b>\$1,818.00</b>	<b>\$100.00</b>

Group Total: 2

Account Number	Invoice Date	Address	Description	Amount	Balance
23051	11/21/2023	103 Second Street	Close off 2 walls to build a small bedroom per attached approved specifications.	\$900.00	\$82.50
23045	10/6/2023	206 Third Street	Closing in Carport into a bedroom per the attached approved plans.	\$4,400.00	\$141.00
23043	9/6/2023	126 E Navajo Street	Add driveway concrete to existing driveway per attached approved drawing.	\$5,000.00	\$141.00
23031	6/14/2023	206 Third Street	Existing roofing materials have been removed to the decking. All damaged decking was replaced. Applied paper #15, American Felt. Installed metal 2x2 drip edge. Installed laminated shingles 30 year. Installed ridge cap shingles. Sealed the penetrations and vents with Apoc #264.	\$14,690.00	\$317.00
23024	6/2/2023	110 Second Street	Installed a new Rheem RQPMA048JK000 Heat Pump package unit 14 seer R410A. Flex ducting installed per attached plan.	\$8,000.00	\$194.00
			Remove existing driveway and repour into Town right-of-way	\$46,829.00	\$1,051.50
<b>Group Total: 7</b>					

**Group: Residential Building**

23033	11/27/2023	212 Navajo Street	Construction of a new single family residence per attached approved plans, site plan, setbacks and Floodplain Use Permit No. FP23-000055.	\$42,000.00	\$1,171.50
				\$42,000.00	\$1,171.50
<b>Group Total: 1</b>					

			removed. Existing decking to be inspected and replaced as needed. A new Elastomeric roof will be installed. HVAC unit to come off the roof and reinstalled when roof work is completed.			
23030	6/14/2023	310 Third Street	Tear off existing roofing and replace with new roofing materials.	\$10,000.00	\$229.00	
23027	6/8/2023	101 Arrowhead Drive	Reroof with new shingles	\$0.00	\$50.00	
23022	5/24/2023	355 S Huachuca Blvd.	Remove existing shingles and replace with new shingles for manufactured home owned by Allen Moon located at Space 31	\$5,500.00	\$158.00	
23011	3/23/2023	109 S Huachuca Blvd	Installation of a new metal roof over the entire general store and apartment areas, to include tearing off existing roofing materials, replace decking as necessary. Remove and replace decking at eaves. Install 2x4 board to existing rafter-tails at eave as fascia board. Remove pipes from roof and install new roof jacks for vents through the roof.	\$47,000.00	\$774.00	
23008	3/2/2023	107 Arrowhead Drive	Full roof replacement	\$11,160.49	\$264.00	
23006	2/15/2023	206 Navajo Street	Front side of roof--remove two layers of roofing materials and replace with a granulated capsheet with two coats of white elastomeric roof coating. Back side of roof--maintenance and recoat with white elastomeric roof coating.	\$12,950.00	\$282.00	
23005	2/15/2023	283 Patton Street	Full roof replacement	\$5,500.00	\$158.00	
23004	2/9/2023	109 Arrowhead Drive	Full roof replacement	\$7,900.00	\$194.00	
				<b>\$118,010.49</b>	<b>\$2,479.00</b>	

Group Total: 9

Group: Shed

23028	6/14/2023	120 E. Apache Street	Build a 7'x7' shed in the rear yard per the approved specifications. Construction must also meet all requirements of the COCHISE COUNTY FLOODPLAIN USE PERMIT NO. FP23-000047.	\$1,458.00	\$69.00	
23014	4/6/2023	110 Pima Street	Delivery of 12'x20 shed to back yard. DEALER HAS NOT PROVIDED A LICENSED CONTRACTOR.	\$10,000.00	\$229.00	
				<b>\$11,458.00</b>	<b>\$298.00</b>	

Group Total: 2

DATE	DESCRIPTION	AMOUNT	BALANCE
	replace damaged sign.	\$6,550.00	\$405.90

Group Total: 2

Group: Solar

23057	12/19/2023	113 First Street	Installation of a roof mounted 8.10 kW DC Photovoltaic system	\$16,200.00	\$582.45
23049	10/20/2023	127 Buffalo Drive	Installation of roof mounted 5.25 kW DC, 5 kW AC PV solar system and related materials	\$14,144.00	\$523.05
23048	11/14/2023	105 E Santa Cruz Street	Installation of 5.72 kW roof mounted solar system per approved plans and specifications.	\$20,000.00	\$523.05
23042	9/1/2023	308 Elgin Street	Installation of new photovoltaic roof mounted system -- 648 kW DC 5.000 kW AC	\$9,512.00	\$377.85
23041	9/1/2023	117 Arrowhead Drive	Installation of a new photovoltaic roof mounted system -- 4.86 kW DC/3.800 Kw AC.	\$6,866.00	\$290.40
23040	8/31/2023	703 Skyline Drive	Installation of roof mounted 5.67kW DC Photovoltaic System	\$11,340.00	\$435.60
23035	7/26/2023	112 Pinal Street	Installation of roof mounted 5.27 kW DC Photovoltaic Solar System	\$10,540.00	\$407.55
23021	5/18/2023	305 Third Street	Installation of roof mounted PV system plus Tesla Powerwall battery	\$49,700.00	\$1,339.80
23019	5/11/2023	122 Apache Street	AMENDED PERMIT. Layout on the roof and system size has been changed. Reduced the number of panels to 20. OCPD and conductor calculations have also changed. Installation to conform to AMENDED AND APPROVED specifications.	\$10,500.00	\$407.55
				\$148,802.00	\$4,887.30

Group Total: 9

Group: Town Project

23002	1/26/2023	N. Huachuca Blvd	Installing a 12'x11'x6" thick concrete slab for the placement of 1-300 gallon fuel tank (diesel). Fuel tank is for the Town's backup generator that is associated with the Town water.	\$18,000.00	\$370.00
				\$18,000.00	\$370.00

Group Total: 1

				\$2,946,581.49	\$40,262.50
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