



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE**
Thursday, October 10, 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
- 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 September 26, 2024.
- 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 [Suzanne Harvey]: Authorizing the Town Manager to modify the Financial Consultant Services contract with Ruben A Villa & Associates, LLC, to expand the scope of work to include additional accounting services.

E.2 Discussion and/or Action [Suzanne Harvey]: Update on the plans for the Town's annual Halloween "Creepy Candy Crawl."

E.3 Discussion and/or Action [Attorney Benavidez]: Brief refresher on the rules prohibiting use of Town resources to influence an election.

E.4 Discussion and/or Action [Mayor Wallace]: Council discussion regarding the facility use agreement with Huachuca City School. The purpose of this agreement is to permit the parties to use each other's buildings and grounds to provide organized programs of recreation and educational activities that contribute to the physical, mental, and moral welfare of the citizens of the community. The current agreement is due to expire in June, 2026.

E.5 Discussion and/or Action [Mayor Wallace]: Discussion regarding a potential collaboration with Huachuca City School to create a mountain bike skill course on school property.

E.6 Discussion and/or Action [Mayor Wallace]: First reading of Ordinance 2024-02 - AN ORDINANCE ADOPTING AMENDMENTS TO THE TOWN CODE, TITLE 6 "ANIMALS," CHAPTER 6.15 "RULES AND REGULATIONS," TO INCREASE THE MAXIMUM NUMBER OF ANIMALS PER HOUSEHOLD TO FIVE; ADDING PROVISIONS AGAINST ANIMAL HOARDING; AND AUTHORIZING HOUSING OF UP TO SIX CHICKENS.

E.7 Discussion and/or Action [Mayor Wallace]: First reading of Ordinance 2024-03 - AN ORDINANCE AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.100 "SUPPLEMENTAL REGULATIONS," SECTION 18.100.260 "KEEPING OF LIVESTOCK AND PETS," TO REVISE ZONING

REGULATIONS FOR KEEPING LIVESTOCK AND PROVIDING FOR THE KEEPING OF DOMESTIC CHICKENS.

E.8 Discussion and/or Action [Mayor Wallace]: First reading of Ordinance 2024-04 - AN ORDINANCE AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.35 “R-1 RESIDENTIAL DISTRICTS,” SECTION 18.35.030 “PERMITTED CONDITIONAL USES”, AND CHAPTER 18.10 “DEFINITIONS” TO DEFINE VACATION RENTALS AND SHORT-TERM RENTALS AND TO MAKE THEM CONDITIONAL USES.

E.9 Discussion and/or Action [Mayor Wallace]: First reading of Ordinance 2024-05 - AN ORDINANCE AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.100 “SUPPLEMENTAL REGULATIONS,” TO ADD NEW SECTION 18.100.290 “HOOPHOUSES AND POLYHOUSES”, AND CHAPTER 18.10 “DEFINITIONS” TO DEFINE HOOPHOUSES AND POLYHOUSES AND TO ESTABLISH REGULATIONS CONCERNING THEIR CONSTRUCTION, PLACEMENT AND USE. “Hoophouse or polyhouse” means a greenhouse used exclusively for producing and storing live plants.

E.10 Discussion and/or Action [Mayor Wallace]: First reading of Ordinance 2024-05 - AN ORDINANCE AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.135 “AMENDMENTS,” SECTION 18.135.030 “APPLICATIONS FOR AMENDMENT,” AND SECTION 18.135.060 “PROTEST AGAINST AMENDMENTS,” TO ESTABLISH REGULATIONS CONCERNING THE FILING, PROCESSING AND PROTESTING OF ZONING AMENDMENTS.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on October __, 2024, at the following locations:

Town Hall Bulletin Board 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Hall Lobby 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 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.

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
AFLAC							
1030	AFLAC	526925	Supplemental Employee Insuranc	09/26/2024	1,575.68	1,575.68	10-22520
Total AFLAC:					1,575.68	1,575.68	
Amazon Capital Services, Inc							
10491	Amazon Capital Services, Inc	11KX-MTDY-C	Office Supplies	10/01/2024	190.92	190.92	10-43-460
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	6-pack 19 quart bins	10/01/2024	41.08	41.08	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	5-pack body tape measures	10/01/2024	5.99	5.99	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Copy Paper	10/01/2024	61.99	61.99	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Trash can with foot pedestal	10/01/2024	74.99	74.99	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Disposable mouse covers	10/01/2024	113.50	113.50	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Fingertip pulse oximeter	10/01/2024	134.95	134.95	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Height Measurement tool	10/01/2024	105.99	105.99	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Blood Glucose test strips	10/01/2024	237.40	237.40	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Blood Glucose Monitor Set	10/01/2024	249.95	249.95	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Power strip surge protector	10/01/2024	181.56	181.56	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Set of 6 stackable chairs	10/01/2024	184.99	184.99	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Webcam	10/01/2024	24.99	24.99	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	USB Microphone	10/01/2024	23.98	23.98	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	White noise machine	10/01/2024	19.89	19.89	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Body scales	10/01/2024	139.96	139.96	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	No touch digital thermometer	10/01/2024	99.95	99.95	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Disposable keyboard covers	10/01/2024	56.97	56.97	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	10 pack small plastic bins	10/01/2024	32.23	32.23	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Stethoscope	10/01/2024	326.17	326.17	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Stethoscope case	10/01/2024	39.99	39.99	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	HP G10 Laptop	10/01/2024	449.99	449.99	10-69-806
10491	Amazon Capital Services, Inc	1NLQ-X3WM-F	Rolling locking metal storage cabi	10/01/2024	529.14	529.14	10-69-806
Total Amazon Capital Services, Inc:					3,326.57	3,326.57	
Angela Anderson							
10798	Angela Anderson	100124	Water Refund	10/02/2024	9.50	9.50	51-21350
10798	Angela Anderson	100124	Sewer Refund	10/02/2024	25.00	25.00	52-21350
Total Angela Anderson:					34.50	34.50	
Arizona Business Equipment							
10455	Arizona Business Equipment	AR40174	Copy Machine Usage/Town Hall	10/01/2024	389.94	389.94	10-43-705
10455	Arizona Business Equipment	AR40174	Copy Machine Usage/Police Dept	10/01/2024	80.03	80.03	10-51-705
10455	Arizona Business Equipment	AR40174	Copy Machine Usage/Library	10/01/2024	57.62	57.62	10-62-705
Total Arizona Business Equipment:					527.59	527.59	
AZ Department of Corrections Labor							
1315	AZ Department of Corrections Lab	D084849 2024	Labor AD	09/13/2024	21.38	21.38	10-43-366
1315	AZ Department of Corrections Lab	D084849 2024	Labor PD	09/13/2024	2.38	2.38	10-51-366
1315	AZ Department of Corrections Lab	D084849 2024	Labor PW	09/13/2024	9.50	9.50	10-57-366
1315	AZ Department of Corrections Lab	D084849 2024	Labor LB	09/13/2024	23.75	23.75	10-62-366
1315	AZ Department of Corrections Lab	D084849 2024	Labor Water	09/13/2024	42.74	42.74	51-40-366
1315	AZ Department of Corrections Lab	D084849 2024	Labor Sewer	09/13/2024	42.75	42.75	52-40-366

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
1315	AZ Department of Corrections Lab	D084849 2024	Labor LF	09/13/2024	47.50	47.50	55-40-366
Total AZ Department of Corrections Labor:					190.00	190.00	
AZ Department of Environmental Quality							
10472	AZ Department of Environmental	0000414599X	MAP Monitoring Assistance Progr	10/01/2024	2,087.55	.00	51-40-516
Total AZ Department of Environmental Quality:					2,087.55	.00	
Az State Treasurer							
1274	Az State Treasurer	633	monthly conversions	10/04/2024	3,980.02	.00	20-40-200
Total Az State Treasurer:					3,980.02	.00	
Caselle, Inc							
1745	Caselle, Inc	135801	Contract Support and Maintenanc	10/01/2024	883.15	.00	10-48-210
1745	Caselle, Inc	135801	Contract Support and Maintenanc	10/01/2024	49.06	.00	51-40-480
1745	Caselle, Inc	135801	Contract Support and Maintenanc	10/01/2024	52.99	.00	52-40-480
1745	Caselle, Inc	135801	Contract Support and Maintenanc	10/01/2024	62.80	.00	55-40-480
Total Caselle, Inc:					1,048.00	.00	
Cintas Corporation No. 445							
10067	Cintas Corporation No. 445	4206681829	Office Supplies	09/30/2024	58.78	58.78	10-43-460
10067	Cintas Corporation No. 445	4207413312	Office Supplies	10/07/2024	71.47	.00	10-43-460
10067	Cintas Corporation No. 445	4206681842	Uniforms- PW	09/30/2024	11.38	11.38	10-57-410
10067	Cintas Corporation No. 445	4207413258	Uniforms- PW	10/07/2024	11.40	.00	10-57-410
10067	Cintas Corporation No. 445	4206681842	Uniforms- Road User	09/30/2024	34.18	34.18	23-40-410
10067	Cintas Corporation No. 445	4206681842	Uniforms- Water	09/30/2024	34.18	34.18	51-40-410
10067	Cintas Corporation No. 445	4207413258	Uniforms- Water	10/07/2024	51.26	.00	51-40-410
10067	Cintas Corporation No. 445	4206681842	Uniforms- Sewer	09/30/2024	34.18	34.18	52-40-410
10067	Cintas Corporation No. 445	4207413258	Uniforms- Sewer	10/07/2024	51.26	.00	52-40-410
10067	Cintas Corporation No. 445	4206681771	Landfill Supplies	09/30/2024	13.27	13.27	55-40-290
10067	Cintas Corporation No. 445	4207413276	Landfill Supplies	10/07/2024	13.27	.00	55-40-290
10067	Cintas Corporation No. 445	4206681771	Landfill Uniforms	09/30/2024	24.78	24.78	55-40-410
10067	Cintas Corporation No. 445	4206681829	Uniforms- LF	09/30/2024	77.68	77.68	55-40-410
10067	Cintas Corporation No. 445	4207413276	Landfill Uniforms	10/07/2024	24.78	.00	55-40-410
10067	Cintas Corporation No. 445	4207413312	Uniforms- LF	10/07/2024	77.96	.00	55-40-410
Total Cintas Corporation No. 445:					589.83	288.43	
City of Sierra Vista							
1702	City of Sierra Vista	5036	SEACOM	09/30/2024	20,487.50	.00	10-51-222
Total City of Sierra Vista:					20,487.50	.00	
Cochise County Treasurer							
1867	Cochise County Treasurer	632	Monthly Court Conversion	10/04/2024	21.80	.00	20-40-200
Total Cochise County Treasurer:					21.80	.00	
COX Business							
10695	COX Business	28301/100124	Internet Town Hall	10/01/2024	1,000.00	.00	10-48-481
Total COX Business:					1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Dana Kepner Company, Inc							
4375	Dana Kepner Company, Inc	8200607-01	Restock Water Meters and Straigh	09/19/2024	504.15	504.15	51-40-472
4375	Dana Kepner Company, Inc	8204549-00	Restock Water Meters for Usage.	09/19/2024	1,074.95	1,074.95	51-40-472
Total Dana Kepner Company, Inc:					1,579.10	1,579.10	
Elite Sales and Service, LLC							
2130	Elite Sales and Service, LLC	INV-46815	pm service on d8 dozer	10/04/2024	1,459.68	.00	55-40-460
2130	Elite Sales and Service, LLC	INV-46729	Trouble shoot, repair the Goose N	09/26/2024	15,282.51	15,282.51	55-40-610
Total Elite Sales and Service, LLC:					16,742.19	15,282.51	
Gregory C. Rainey							
10562	Gregory C. Rainey	631	50334	10/02/2024	50.21	50.21	20-40-200
Total Gregory C. Rainey:					50.21	50.21	
Holly Shutta							
10802	Holly Shutta	100324	Water Refund	10/03/2024	14.32	.00	51-21350
10802	Holly Shutta	100324	Sewer Refund	10/03/2024	25.00	.00	52-21350
Total Holly Shutta:					39.32	.00	
Huachuca Plumbing							
2571	Huachuca Plumbing	02576	replace roof at hunt mark with met	09/25/2024	5,800.10	5,800.10	88-40-100
Total Huachuca Plumbing:					5,800.10	5,800.10	
Integrated Machinery Inc.							
10741	Integrated Machinery Inc.	110-INV0001	The Purchase Approved by Mayor	09/19/2024	43,000.00	43,000.00	23-40-831
10741	Integrated Machinery Inc.	113-INV0001	Delivery Cost from Buckeye Arizo	09/27/2024	700.00	700.00	23-40-831
Total Integrated Machinery Inc.:					43,700.00	43,700.00	
Kareen & Tim Tooker							
10797	Kareen & Tim Tooker	93024	Water Refund	09/30/2024	19.56	19.56	51-21350
10797	Kareen & Tim Tooker	93024	Sewer Refund	09/30/2024	25.00	25.00	52-21350
Total Kareen & Tim Tooker:					44.56	44.56	
Kustom Signals, Inc							
10192	Kustom Signals, Inc	615169	Eagle 3 Radar Units	10/08/2024	9,371.01	.00	11-40-810
Total Kustom Signals, Inc:					9,371.01	.00	
League of AZ Cities & Towns							
2820	League of AZ Cities & Towns	2024-2025	Membership Dues	07/31/2024	5,420.00	5,420.00	10-42-640
Total League of AZ Cities & Towns:					5,420.00	5,420.00	
McCoy's Septic Pumping Service							
10230	McCoy's Septic Pumping Service	6378	Pump Landfill Septic Tank	09/24/2024	190.00	190.00	55-40-360
Total McCoy's Septic Pumping Service:					190.00	190.00	
Mr. Shed Inc.							
2968	Mr. Shed Inc.	1611	Rent tractor and brush hog for co	09/26/2024	1,984.51	.00	52-40-650

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Mr. Shed Inc.:					1,984.51	.00	
Patrick K Greene							
4527	Patrick K Greene	SEPT2024	Legal services for court on Septe	09/20/2024	1,672.50	1,672.50	10-45-120
Total Patrick K Greene:					1,672.50	1,672.50	
Perry Management Corporation							
10800	Perry Management Corporation	THC24-001	Refuse Collection and Disposal	08/31/2024	44,972.28	44,972.28	67-40-840
Total Perry Management Corporation:					44,972.28	44,972.28	
Reliable Safety, LLC							
10317	Reliable Safety, LLC	2247	Annual Inspection for 3 fire exting	09/26/2024	54.00	.00	10-60-460
10317	Reliable Safety, LLC	2248	Annual inspection for five fire extin	09/26/2024	90.00	.00	10-62-460
10317	Reliable Safety, LLC	2246	Annual Inspection of 4 fire extingu	09/26/2024	97.00	.00	10-68-290
Total Reliable Safety, LLC:					241.00	.00	
Richard Miller							
10498	Richard Miller	630	50333	10/02/2024	50.00	50.00	20-40-200
Total Richard Miller:					50.00	50.00	
Ruben A. Villa							
4360	Ruben A. Villa	H-023-092924	Consulting Services- Admin	09/29/2024	869.13	869.13	10-43-650
4360	Ruben A. Villa	H-023-092924	Consulting Services- Magistrate	09/29/2024	72.45	72.45	10-45-650
4360	Ruben A. Villa	H-023-092924	Consulting Services- Road User	09/29/2024	108.68	108.68	23-40-650
4360	Ruben A. Villa	H-023-092924	Consulting Services- Water	09/29/2024	651.79	651.79	51-40-650
4360	Ruben A. Villa	H-023-092924	Consulting Services- Sewer	09/29/2024	488.25	488.25	52-40-650
4360	Ruben A. Villa	H-023-092924	Consulting Services- Landfill	09/29/2024	434.70	434.70	55-40-650
Total Ruben A. Villa:					2,625.00	2,625.00	
Rugged Solutions America, LLC							
10666	Rugged Solutions America, LLC	74886	Toughbook	10/07/2024	3,342.00	.00	11-40-810
10666	Rugged Solutions America, LLC	74886	docking station for toughbook	10/07/2024	1,992.00	.00	11-40-810
Total Rugged Solutions America, LLC:					5,334.00	.00	
Seneca Enterprises LLC							
10796	Seneca Enterprises LLC	42549	Community Center Blinds Deposit	09/22/2024	908.42	908.42	88-40-100
Total Seneca Enterprises LLC:					908.42	908.42	
Senergy Petroleum LLC							
10215	Senergy Petroleum LLC	SEN-878647	DYED-ULSD #2	09/21/2024	2,554.48	2,554.48	55-40-476
10215	Senergy Petroleum LLC	SEN-885968	DYED-ULSD #2	09/04/2024	2,554.48	2,554.48	55-40-476
Total Senergy Petroleum LLC:					5,108.96	5,108.96	
Sierra Vista Fry Fire District							
10600	Sierra Vista Fry Fire District	2025-009	Contract (minus per diem & credit	10/01/2024	110,626.19	110,626.19	10-53-360
Total Sierra Vista Fry Fire District:					110,626.19	110,626.19	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Sierra Vista NAPA							
3597	Sierra Vista NAPA	897517	PW5 truck for two batteries at NA	09/20/2024	195.11	195.11	52-40-470
Total Sierra Vista NAPA:					195.11	195.11	
Southwest Gas Corporation							
3879	Southwest Gas Corporation	11686/9-26-24	Gas Utility- Town Hall	09/30/2024	48.25	48.25	10-43-340
3879	Southwest Gas Corporation	56376/093024	Gas Utility- Fire Station	09/30/2024	103.16	.00	10-53-340
3879	Southwest Gas Corporation	28087/093024	Gas Utility- Community Center	09/30/2024	30.51	.00	10-60-340
3879	Southwest Gas Corporation	89520/9-26-24	Gas Utility- Library	09/30/2024	30.51	30.51	10-62-340
3879	Southwest Gas Corporation	04729/9-26-24	910002504729 Gas Senior Center	09/30/2024	47.38	47.38	10-68-340
Total Southwest Gas Corporation:					259.81	126.14	
SW Building Inspection Service							
4025	SW Building Inspection Service	10756	Code Enforcement/Zoning	09/30/2024	4,800.00	.00	10-54-360
Total SW Building Inspection Service:					4,800.00	.00	
Tierra Water Management							
10566	Tierra Water Management	1439	Operator of Record Water	10/01/2024	500.00	500.00	51-40-650
10566	Tierra Water Management	1439	Operator of Record Sewer	10/01/2024	1,000.00	1,000.00	52-40-650
Total Tierra Water Management:					1,500.00	1,500.00	
Town of Huachuca City							
3132	Town of Huachuca City	634	Monthly Conversion	10/04/2024	6,079.58	.00	20-40-200
Total Town of Huachuca City:					6,079.58	.00	
TransWorld Network, Corp							
9629	TransWorld Network, Corp	15916997-A13	internet service	09/22/2024	90.74	90.74	55-40-481
Total TransWorld Network, Corp:					90.74	90.74	
Veronica Griffin							
10799	Veronica Griffin	093024	Water Refund	09/30/2024	1.71	1.71	51-21350
10799	Veronica Griffin	093024	Sewer Refund	09/30/2024	25.00	25.00	52-21350
Total Veronica Griffin:					26.71	26.71	
Walden Group							
10776	Walden Group	100924	Allred Polygraph	10/09/2024	225.00	.00	10-51-465
Total Walden Group:					225.00	.00	
Waste Management of AZ							
10207	Waste Management of AZ	0054847-1571-	Trash Service	10/01/2024	14,764.86	.00	54-40-360
Total Waste Management of AZ:					14,764.86	.00	
Xpress Bill Pay							
4441	Xpress Bill Pay	INV-XPR01592	Water	09/30/2024	89.13	89.13	51-40-483
4441	Xpress Bill Pay	INV-XPR01592	Sewer	09/30/2024	89.13	89.13	52-40-483
4441	Xpress Bill Pay	INV-XPR01592	Landfill	09/30/2024	267.39	267.39	55-40-483

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Xpress Bill Pay:					445.65	445.65	
Grand Totals:					319,715.85	246,356.95	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT made and entered for Financial Consultant Services by and between Town of Huachuca City hereinafter referred to as the CITY and Ruben A Villa & Associates. LLC, hereinafter referred to as the CONSULTANT effective as of November 13, 2023.

RECITALS

In accordance with the authority granted under the laws of the State of Arizona, the CITY wishes to formalize its agreement for the services from the CONSULTANT to perform financial services. (See Appendix A for services to be performed by the CONSULTANT, and Appendix B for assignments for the CITY.)

The CONSULTANT and the CITY desire to enter into and execute a written contract involving these services and to agree upon the terms thereof.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and agreements made by the parties, the parties agree as follows.

AGREEMENT

The CONSULTANT, as an independent CONSULTANT and not as an agent of the CITY, shall provide the services.

Term of Agreement

The term of this Agreement shall be for the period beginning November 13, 2023 and ending November 23, 2025 with automatic one (1) year renewals and ninety-day (90) termination notice.

Payments and Compensation

Flat Fee Biweekly Retainer of \$2,625 which includes unlimited service hours as outlined in APPENDIX C. Travel to City Hall above one monthly site visit, if necessary, will be billed at a rate of \$75 per hour. Any ad hoc services outside the scope outlined above and certain analytical reports may be billed separately, contingent upon the nature of the report.

Communication

E-mail shall be acceptable as meeting the requirements of notice and verification of agreement as required herein.

Changes in Work

Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary.

City Staff Assignments

The CITY agrees to provide qualified staff with assignments necessary to complete accounting functions a collection of relevant information that assist in the performance of CONSULTANT's services as outlined in Appendix B.

Remote Access

The CITY will provide a minimum of one (1) exclusive user accounts to allow remote access to the City's accounting system. Additionally, the CITY agrees to provide the CONSULTANT with security access to one (1) exclusive account that is necessary to perform the services outlined in this Agreement. This access will expire upon termination of this Agreement.

Accounting Software

The CITY agrees to password protect the accounting system to maintain the integrity of the account data. Software and hardware modification related to accounting will be mutually agreed upon. CITY shall be responsible for the expenses associated with software changes.

Suspension of Work

The CONSULTANT relies on timely payment in order to provide the services requested. If the CITY is more than (30) days delinquent in payment, from the date of any of CONSULTANT's invoices, services will be suspended until all outstanding amounts are paid.

Offers of Employment

The CONSULTANT is pleased to be able to provide the CITY with the financial services requested. The CONSULTANT's employees are highly qualified, and many employers would like to employ the CONSULTANT's staff on a permanent basis. Because of the extensive training and knowledge, the CONSULTANT's staff has developed, their separation would be a significant resource loss to the CONSULTANT. As part of this engagement, the CONSULTANT discourages any offers of employment from the CITY to the CONSULTANT's employees, whether that offer is a result of an ad for employment in a newspaper, recruiter, or directly from the CITY. If any employee who participates in this engagement is hired by the CITY for any position during the engagement or within one year after the end of the engagement, the CITY will agree to pay a placement fee of 30% of starting salary. The placement fee would be due and payable to CONSULTANT on the starting date of the employee.

Responsibility, Claims, and Liabilities

The CONSULTANT hereby agrees to save and hold harmless the CITY or any of its officers or employees from all sums the CITY or any of its officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of the CONSULTANT's performance of professional services for the CITY in the CONSULTANT's capacity as a contract consultant; or caused by any error, negligence, omission, or act of the CONSULTANT or any person employed by it or others for whose acts the CONSULTANT is legally liable. The above sums shall include, in the event of any legal action, court costs, litigation expenses, and reasonable attorney fees. CONSULTANT shall procure and maintain such policies of liability insurance to cover its obligations hereunder. The provisions of this section of the agreement shall survive any termination or cancellation of the agreement.

Assignments

The contract may not be assigned by the CONSULTANT without prior written consent of the CITY.

Compliance with Laws

The CONSULTANT shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the performance of this contract and the work hereunder and shall comply with applicable laws and regulations governing safety and health.

Without limiting the generality of the foregoing: 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, genetic information, disability, familial status, political affiliation 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 of 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, as well as the Genetic Information Nondiscrimination Act of 2008.

The CONSULTANT shall procure and pay for all permits and licenses required for CONSULTANT to perform under this Contract. The CONSULTANT shall give all notices necessary and incidental to the

work to be performed.

Compliance with Immigration Laws: As mandated by Arizona Revised Statutes ["A.R.S."] § 41-4401, CITY is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). CITY must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Contract) for CITY, the CONSULTANT fully understands that:

- A. It 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. § 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; and
- C. CITY or its designee retains the legal right to inspect the papers of any CONSULTANT or subcontractor employee who works on the Contract to ensure that the CONSULTANT or subcontractor is complying with the warranty under subsection A.

No Boycott of Israel: Pursuant to A.R.S. 35-393.01, the CITY may not enter into a contract with an entity to acquire services, unless the contract includes a written certification that the entity is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. By signing below, CONSULTANT makes this certification.

Jurisdiction

In the event of litigation between the CONSULTANT and the CITY, litigation shall be commenced and prosecuted in an appropriate court of competent jurisdiction within the State of Arizona.

In the event of a dispute, the parties agree to use arbitration insofar as required by A.R.S. §12-1518. The parties agree that venue for any dispute resolution proceedings shall be in Cochise County, Arizona.

Nondiscrimination

The CONSULTANT shall comply with all applicable federal and state statutes, executive orders, regulations, and other requirements relating to civil rights and nondiscrimination in employment.

Inability to Complete Services

If the CONSULTANT is unable to complete the services through no fault of the CONSULTANT, as stated in this agreement, the CITY shall pay the CONSULTANT for hours completed on the services based on the rates, which include travel and out-of-pocket expenses, as submitted by the CONSULTANT in its proposal.

Cancellation of this Contract

The CITY and CONSULTANT may terminate this agreement by giving a 60-day written notice. In the event of such termination, the CITY shall be liable to the CONSULTANT only for the work performed up to the effective date of termination. CITY may also terminate this agreement for conflicts of interest, pursuant to A.R.S. 38-511.

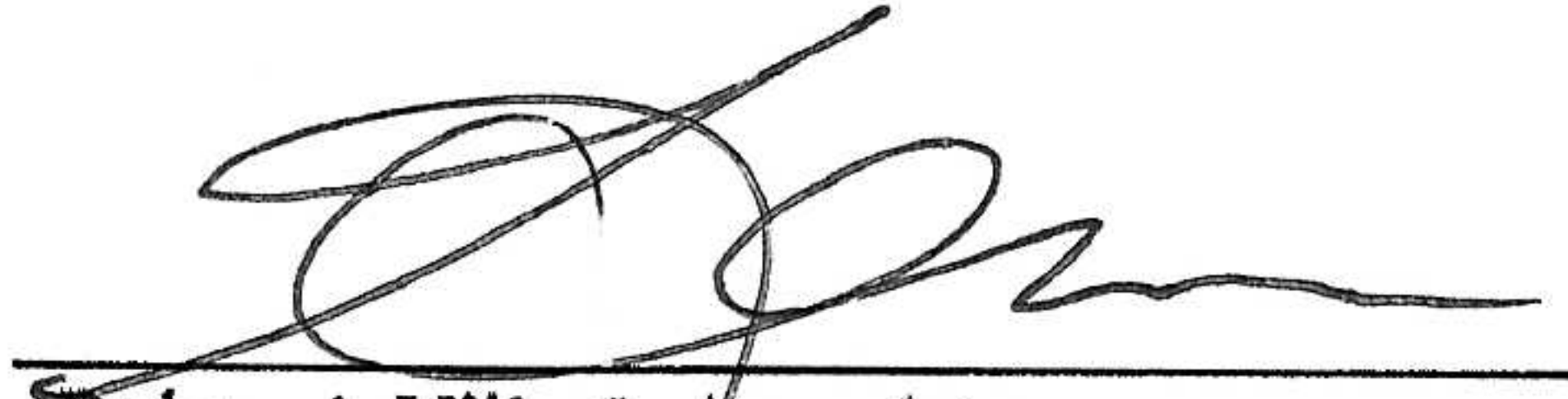
Contracts and Amendments

This agreement, its exhibits, appendices, attachments, and actual proposal, including any amendment to the agreement, if applicable, shall constitute the entire contract between the parties. All amendments to this contract shall be confirmed in writing. E-mail shall be acceptable as meeting the requirements of notice and verification of agreement as required herein.

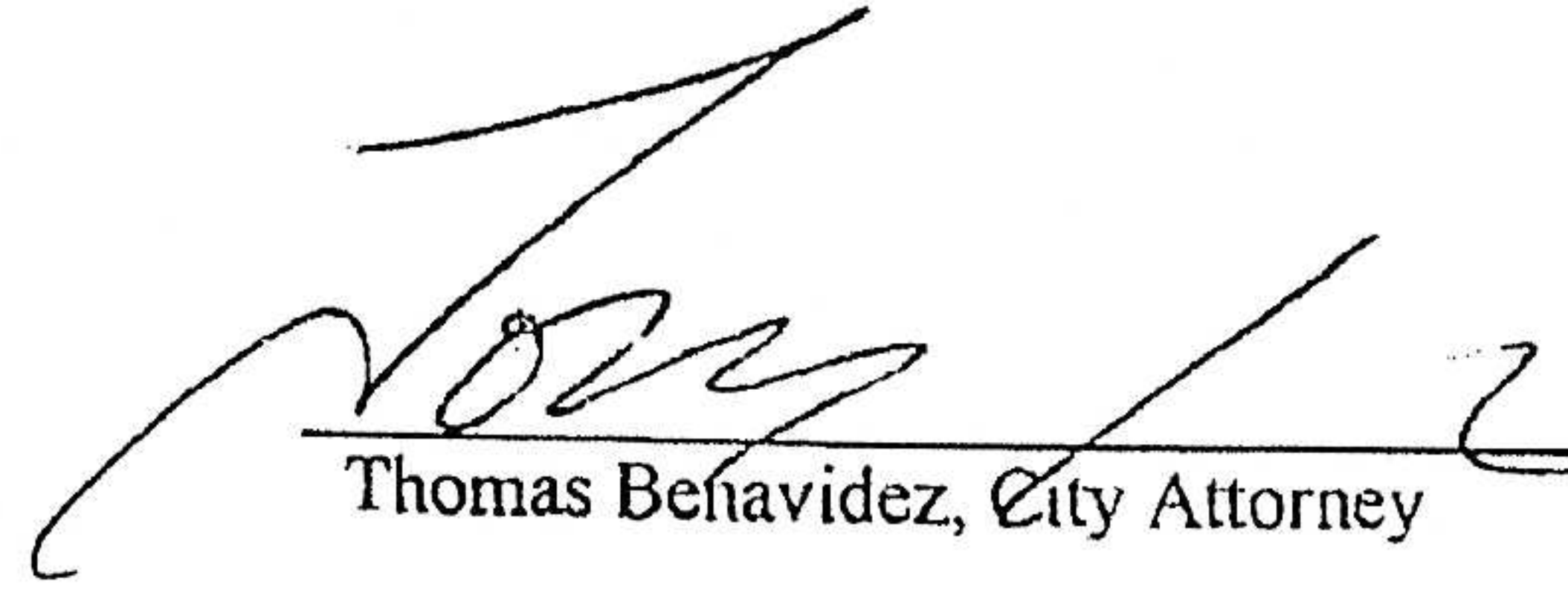
THIS CONTRACT shall become effective on the date of execution by the CITY and CONSULTANT.



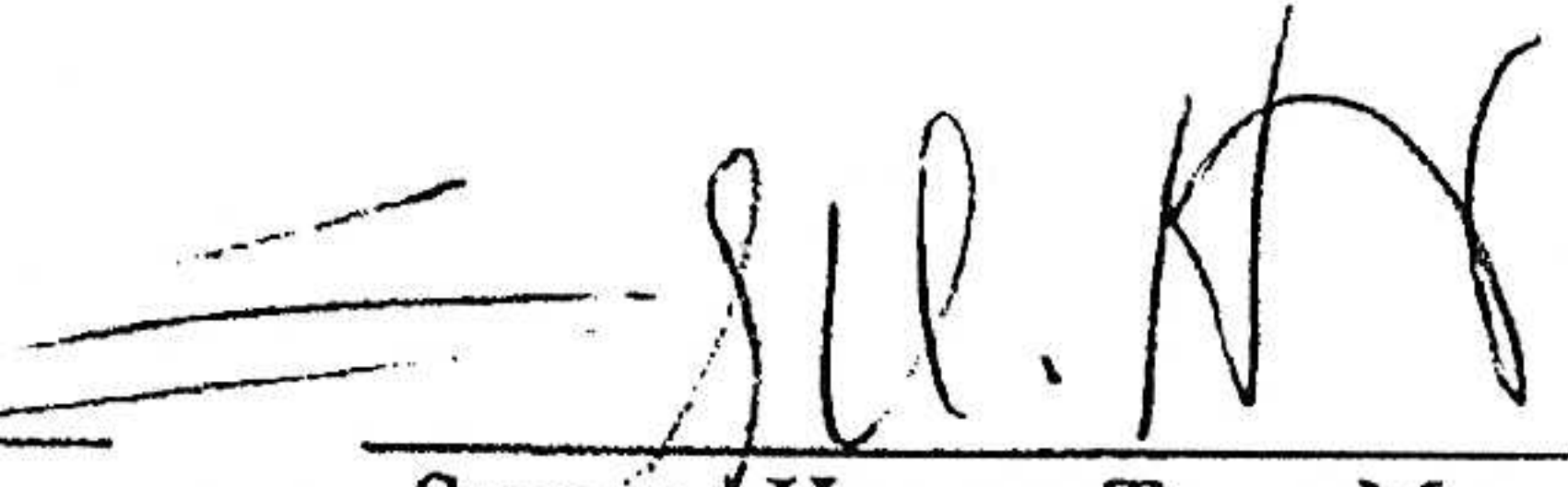
Hon. Johann R. Wallace, Mayor
Town of Huachuca City



Ruben A Villa & Associates



Thomas Behavidez, City Attorney



Suzanne Harvey, Town Manager

APPENDIX A – SCOPE OF SERVICES

Consulting Services for Municipal Accounting

In accordance with the agreement between the Town of Huachuca City (referred to as the CITY) and Ruben A. Villa & Associates, LLC (referred to as the CONSULTANT), effective as of 13 November 2023, the following scope of services outlines the specific tasks and responsibilities of the CONSULTANT.

1. Review and Recommend CASELLE Software Configuration Changes:
 - a. Initial Assessment: The CONSULTANT will conduct a comprehensive evaluation of the current CASELLE software configuration for all modules related to accounting transactions. This will involve examining existing settings, system parameters, and integration points.
 - b. Data Gathering: The CONSULTANT will collect data on the current software usage, performance, and user feedback. This may include interviews with relevant staff and analysis of system logs.
 - c. Analysis and Recommendations: Based on the assessment, the CONSULTANT will identify areas for improvement and recommend specific changes to enhance software efficiency and alignment with the Town's accounting requirements. These recommendations will be presented in a detailed report.

2. Review and Recommend Process Flows:
 - a. Process Mapping: The CONSULTANT will engage in process mapping exercises to document the existing accounting process flows within the Town of Huachuca City.
 - b. Stakeholder Interviews: The CONSULTANT will conduct interviews with key stakeholders involved in these processes to gain insights into pain points, bottlenecks, and areas where improvements are needed.
 - c. Analysis and Recommendations: Based on the process mapping and stakeholder feedback, the CONSULTANT will provide recommendations for optimizing process flows. This will include proposing modifications to policies and procedures to streamline and enhance efficiency.

3. Review Accounting Activity:
 - a. Data Collection: Working closely with the City's CPA and administrative staff, the CONSULTANT will gather data related to accounting activities on a weekly, monthly, and quarterly basis. This data will include financial statements, transaction records, and ledger entries.
 - b. Data Analysis: The CONSULTANT will perform a detailed analysis of the collected data, comparing it against established financial benchmarks and best practices.
 - c. Recommendations: Based on the analysis, the CONSULTANT will recommend adjustments and improvements to enhance the accuracy, transparency, and compliance of the accounting activities. These recommendations will be provided in a clear and actionable format.

4. Assist in the 2024 Home Rule Option Election:
 - a. Data Preparation: The CONSULTANT will collaborate with City Staff to gather and compile all necessary accounting data required for the Home Rule Option Election.
 - b. Submission Preparation: The CONSULTANT will assist in preparing the required schedules and documentation for submission to the Arizona Auditor General's Office, ensuring compliance with all regulations and guidelines.
 - c. Ballot Preparation: The CONSULTANT will coordinate with City Staff to prepare the ballot for the November 2024 general election, ensuring that all financial information is accurately presented to the public.

5. Assist in the Development of the FY25 Annual Budget with Truth in Taxation:
 - a. Data Gathering: The CONSULTANT will work closely with the Town Manager and Department heads to gather financial data and budgetary requirements for the FY25 Annual Budget.
 - b. Budget Proposal: The CONSULTANT will assist in developing a comprehensive budget proposal that aligns with the Town's financial goals, complies with Truth in Taxation requirements, and meets the Mayor and City Council's expectations.
 - c. Presentation: The CONSULTANT will collaborate with Town officials to present the budget proposal to ensure clarity and transparency in the budgeting process.

APPENDIX B – CITY’S RESPONSIBILITIES

Consulting Services for Municipal Accounting

In accordance with the agreement between the Town of Huachuca City (referred to as the CITY) and Ruben A. Villa & Associates, LLC (referred to as the CONSULTANT), effective as of 13 November 2023, the following scope of services outlines the specific tasks and responsibilities of the CONSULTANT.

1. Collaboration on CASELLE Software Configuration Changes:
 - a. Access and Cooperation: Provide the CONSULTANT with full access to the existing CASELLE software and cooperate in facilitating the initial assessment, data gathering, and system evaluation processes.
 - b. Staff Engagement: Encourage relevant staff to actively engage in interviews and data collection as requested by the CONSULTANT to support the comprehensive evaluation.
 - c. Implementation Support: Collaborate with the CONSULTANT in implementing recommended software configuration changes, including system parameter adjustments, and ensure compatibility with the Town's accounting requirements.
2. Participation in Process Flow Review:
 - a. Process Flow Documentation: Collaborate with the CONSULTANT during process mapping exercises to document the existing accounting process flows within the City's operations.
 - b. Stakeholder Engagement: Facilitate interviews with key stakeholders involved in accounting processes to provide insights and perspectives to the CONSULTANT for a comprehensive process review.
 - c. Policy and Procedure Modification: Act on recommendations made by the CONSULTANT for optimizing process flows by considering and, when necessary, modifying policies and procedures to enhance efficiency.
3. Collaboration on Accounting Activity Review:
 - a. Timely Data Provision: Provide the CONSULTANT with timely access to accounting data, including financial statements, transaction records, and ledger entries, on a weekly, monthly, and quarterly basis.
 - b. Support for Data Analysis: Collaborate in facilitating data analysis by the CONSULTANT, ensuring all required data is available for detailed examination, benchmarking, and best practice comparisons.
 - c. Implementation of Recommendations: Act upon the recommendations provided by the CONSULTANT to enhance the accuracy, transparency, and compliance of accounting activities in alignment with established benchmarks and best practices.
4. Cooperation in the 2024 Home Rule Option Election

- a. Data Gathering Assistance: Collaborate closely with the CONSULTANT in gathering and compiling all necessary accounting data required for the Home Rule Option Election.
 - b. Submission Preparation: Work closely with the CONSULTANT to ensure accurate and timely preparation of schedules and documentation required for submission to the Arizona Auditor General's Office, following all regulations and guidelines.
 - c. Ballot Preparation Support: Coordinate with the CONSULTANT and the authorized ballot printer in preparing the ballot for the November 2024 general election, ensuring the accurate presentation of financial information to the public.
 - d. Coordination of Meetings: Coordinate the scheduling of all meetings, work sessions, public hearings, and legal publications in strict accordance with the Home Rule Calendar provided by the CONSULTANT. Ensure meticulous coordination to maintain adherence to the established timeline.
 - e. Notices and Publications: Manage the publication of all essential legal notices, documents, and publications required for the consulting services. This encompasses the publication of notices for public hearings, legal publications associated with the election, and any other specified documents as outlined in the Agreement.
5. Collaboration in the Development of the FY25 Annual Budget with Truth in Taxation:
- a. Data Gathering Cooperation: Collaborate closely with the CONSULTANT to provide financial data and budgetary requirements for the FY25 Annual Budget.
 - b. Relay Relevant Information: Act as the conduit for relaying pertinent budget-related information from the Arizona League of Cities and Towns to the CONSULTANT as requested. This may include updates, guidelines, or best practices that can inform the consulting process.
 - c. Budget Proposal Development: Work closely with the CONSULTANT in developing a comprehensive budget proposal that aligns with financial goals, complies with Truth in Taxation requirements, and meets the expectations of the Mayor and City Council.
 - d. Budget Presentation Assistance: Collaborate with the CONSULTANT to ensure a clear and transparent presentation of the budget proposal to Town officials and the public.
 - e. Meeting Coordination: Schedule all meetings, work sessions, public hearings, and legal publications in accordance with the Budget Calendar provided by the CONSULTANT. Ensure that these activities are well-coordinated and adhere to the established timeline.
 - f. Publication of Notices: Publish all legal notices, documents, and publications required for the consulting services. This includes notices for public hearings, legal publications related to the election, and any other documents as specified in the Agreement.
 - g. Online Accessibility: Make sure that all Budget-related documents and information are readily accessible to the public on the City's website to ensure transparency and compliance with public disclosure requirements.

6. **Timely Payments: Invoice Payment:** Ensure that biweekly invoices submitted by the CONSULTANT are processed and paid promptly in accordance with the agreed-upon payment schedule. Invoices are expected to be paid within (30) days from the date of submission.

APPENDIX C – PAYMENT SCHEDULE

Consulting Services for Municipal Accounting

	Start	End	Pay Date	Amount
1	11/13/2023	11/26/2023	12/1/2023	\$2,625
2	11/27/2023	12/10/2023	12/15/2023	\$2,625
3	12/11/2023	12/24/2023	12/29/2023	\$2,625
4	12/25/2023	1/7/2024	1/12/2024	\$2,625
5	1/8/2024	1/21/2024	1/26/2024	\$2,625
6	1/22/2024	2/4/2024	2/9/2024	\$2,625
7	2/5/2024	2/18/2024	2/23/2024	\$2,625
8	2/19/2024	3/3/2024	3/8/2024	\$2,625
9	3/4/2024	3/17/2024	3/22/2024	\$2,625
10	3/18/2024	3/31/2024	4/5/2024	\$2,625
11	4/1/2024	4/14/2024	4/19/2024	\$2,625
12	4/15/2024	4/28/2024	5/3/2024	\$2,625
13	4/29/2024	5/12/2024	5/17/2024	\$2,625
14	5/13/2024	5/26/2024	5/31/2024	\$2,625
15	5/27/2024	6/9/2024	6/14/2024	\$2,625
16	6/10/2024	6/23/2024	6/28/2024	\$2,625
17	6/24/2024	7/7/2024	7/12/2024	\$2,625
18	7/8/2024	7/21/2024	7/26/2024	\$2,625
19	7/22/2024	8/4/2024	8/9/2024	\$2,625
20	8/5/2024	8/18/2024	8/23/2024	\$2,625
21	8/19/2024	9/1/2024	9/6/2024	\$2,625
22	9/2/2024	9/15/2024	9/20/2024	\$2,625
23	9/16/2024	9/29/2024	10/4/2024	\$2,625
24	9/30/2024	10/13/2024	10/18/2024	\$2,625
25	10/14/2024	10/27/2024	11/1/2024	\$2,625
26	10/28/2024	11/10/2024	11/15/2024	\$2,625
27	11/11/2024	11/24/2024	11/29/2024	\$2,625
28	11/25/2024	12/8/2024	12/13/2024	\$2,625
29	12/9/2024	12/22/2024	12/27/2024	\$2,625
30	12/23/2024	1/5/2025	1/10/2025	\$2,625
31	1/6/2025	1/19/2025	1/24/2025	\$2,625
32	1/20/2025	2/2/2025	2/7/2025	\$2,625
33	2/3/2025	2/16/2025	2/21/2025	\$2,625
34	2/17/2025	3/2/2025	3/7/2025	\$2,625
35	3/3/2025	3/16/2025	3/21/2025	\$2,625
36	3/17/2025	3/30/2025	4/4/2025	\$2,625
37	3/31/2025	4/13/2025	4/18/2025	\$2,625
38	4/14/2025	4/27/2025	5/2/2025	\$2,625
39	4/28/2025	5/11/2025	5/16/2025	\$2,625
40	5/12/2025	5/25/2025	5/30/2025	\$2,625
41	5/26/2025	6/8/2025	6/13/2025	\$2,625
42	6/9/2025	6/22/2025	6/27/2025	\$2,625
43	6/23/2025	7/6/2025	7/11/2025	\$2,625
44	7/7/2025	7/20/2025	7/25/2025	\$2,625
45	7/21/2025	8/3/2025	8/8/2025	\$2,625
46	8/4/2025	8/17/2025	8/22/2025	\$2,625
47	8/18/2025	8/31/2025	9/5/2025	\$2,625

APPENDIX C – PAYMENT SCHEDULE (continued)

Consulting Services for Municipal Accounting

	Start	End	Pay Date	Amount
48	9/1/2025	9/14/2025	9/19/2025	\$2,625
49	9/15/2025	9/28/2025	10/3/2025	\$2,625
50	9/29/2025	10/12/2025	10/17/2025	\$2,625
51	10/13/2025	10/26/2025	10/31/2025	\$2,625
52	10/27/2025	11/9/2025	11/14/2025	\$2,625
53	11/10/2025	11/23/2025	11/28/2025	\$2,625

INTERGOVERNMENTAL AGREEMENT
PUBLIC PARKS, RECREATION AND SPORTS FACILITIES

This Intergovernmental Agreement is between the Town of Huachuca City, hereinafter referred to as "City" and Tombstone Unified School District #1, hereinafter referred to as "District," subject to the following terms and conditions:

I. Purpose

The purpose of this Agreement is to permit the parties to use each other's buildings and grounds to provide organized programs of recreation and educational activities that contribute to the physical, mental, and moral welfare of the citizens of the community.

II. Authorization

Municipalities and school districts are authorized to carry out all activities included in this Agreement, pursuant to A.R.S. §§ 9-494, 15-363 and 15-364, and to enter into intergovernmental agreements, pursuant to A.R.S. § 11-952.

III. Term

This Agreement will commence on the date it has been executed by both parties, and will terminate on the 30th day of June, 2023. Thereafter, it may be renewed for successive terms by formal action of the governing body of each party.

IV. Responsibilities of District

The District agrees to:

1. Allow the City to use its facilities (e.g., gymnasium, kitchen, classrooms and athletic fields) for public parks/recreation, summer programs and other supervised activities, provided that the City's use does not interfere with the operation or activities of the District.
2. Use City facilities solely for public parks/recreation, educational and summer programs and other supervised activities, provide adequate adult supervision for District's activities, and conduct all activities in a safe, responsible manner.
3. Notify the City Manager or her designee in a timely manner if a proposed District use of facilities pursuant to this Agreement will interfere with the City's activities or operations or a custodial or maintenance schedule.
4. Continue, at no cost to the City, maintenance and custodial services of facilities, at a level at least equal to that during the year immediately preceding the initiation of this Agreement.
5. Furnish appropriate trash receptacles on an agreeable schedule.
6. Pay any utility charges attributed to the City's use of District's facilities pursuant to this Agreement.

7. Issue all keys deemed essential for City use.
8. Provide to the City Manager a list of City facilities the District wishes to use, together with a proposed use schedule, in sufficient time to allow the City to review the proposed use and notify the District whether there are any conflicts and alternate facilities available.

V. Responsibilities of City

The City agrees to:

1. Allow the District to use City parks, buildings, athletic fields, library and the pool for District educational and recreational programs, so long as District's activities are all appropriately supervised, and provided that the District's use does not interfere with the operating activities of the City.
2. Use District facilities solely for public parks/recreation, summer programs and other supervised activities, provide adequate adult supervision for City's activities, and conduct all activities in a safe, responsible manner.
3. Notify the District Superintendent or his designee in a timely manner if a proposed District use of facilities pursuant to this Agreement will interfere with the City's activities or operations or a custodial or maintenance schedule.
4. Continue, at no cost to the District, maintenance and custodial services of facilities, at a level at least equal to that during the year immediately preceding the initiation of this Agreement.
5. Furnish appropriate trash receptacles on an agreeable schedule.
6. Pay any utility charges attributed to the District's use of City's facilities pursuant to this Agreement.
7. Issue all keys deemed essential for District use.
8. Provide to the District Superintendent a list of the District facilities the City wishes to use for its recreational activities, together with a proposed use schedule, in sufficient time to allow the District to review the proposed use and notify the City whether there are conflicts and alternate facilities available.

VI. Responsibility/Liability Insurance

Each party agrees to be responsible for its own operations and the acts and omissions of its officials, employees and agents, and to maintain, throughout the Agreement term, sufficient liability insurance to cover its activities pursuant to this Agreement. Upon request, parties will provide each other and any other party with proof of such liability insurance.

VII. Administrative Contacts

The contact for each party for administration of this Agreement will be:

Huachuca City:
City Manager, Suzanne Harvey
sharvev@huachucacityaz.gov

With copy to City Clerk, Brandye Thorpe
bthorpe2@huachucacityaz.gov

Tombstone Unified School District #1:
Superintendent of Schools, Robert Devere
RDevere@tombstone.k12.az.us

VIII. Financing

Each party will be responsible for financing its own activities and responsibilities pursuant to this Agreement. Should any party establish fees for participation in an activity that it is providing as part of this Agreement, the fee shall be based upon the actual cost of providing the activity. Collection of the fee shall be the responsibility of the party providing the activity and fee proceeds shall be retained by and be exclusive to such party.

IX. Termination

This Agreement may be terminated by the governing body of either party upon thirty (30) days written notice to the other party.

X. Disposal of Property upon Termination

The parties do not anticipate any joint acquisition of property pursuant to this Agreement. Property acquired solely for the purposes of this Agreement shall be retained by the purchasing party upon termination of this Agreement.

XI. Preparation of Agreement

The parties participated jointly in the creation of this Agreement.

XII. Cancellation

The parties reserve the right to cancel this Agreement for conflicts of interest pursuant to A.R.S. §38-511, the applicable provisions of which are incorporated herein by reference.

XIII. Entire Agreement

This document constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements, and all other

communications between the parties. It may not be released, discharged, changed, or modified except by an instrument in writing, formally executed.

XIV. No Third-Party Beneficiaries

Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. Any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

XV. Amendment

Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

XVI. Assignment

No Party shall assign its rights or delegate its duties hereunder, without the prior written consent of the other Party.

XVII. No Discrimination

Neither Party shall discriminate against any employee or agent of either Party, or any other individual in any way, because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation 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 of 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, as well as the Genetic Information Nondiscrimination Act of 2008.

[Signatures follow]



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. 2024-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, ADOPTING AMENDMENTS TO THE TOWN CODE, TITLE 6 “ANIMALS,” CHAPTER 6.15 “RULES AND REGULATIONS,” TO INCREASE THE MAXIMUM NUMBER OF ANIMALS PER HOUSEHOLD TO FIVE; ADDING PROVISIONS AGAINST ANIMAL HOARDING; AND AUTHORIZING HOUSING OF UP TO SIX CHICKENS.

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

WHEREAS, the Town Council wishes to amend the Code, Title 6 “ANIMALS” to increase the maximum number of animals per household to five; add provisions addressing animal hoarding; and authorizing housing of up to six chickens in accordance with state law; 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 October 10, 2024, and at a subsequent meeting on October 24, 2024.

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

SECTION 1. Chapter 6.15 “Rules and Regulations,” Section 6.15.060 “Maximum amount of animals per household” is amended as follows, with deletions in ~~strikeout text~~ and additions in underlined text:

All residents of the town will be limited to a maximum of ~~four~~ five animals per household, which can be any combination of dogs or cats. This limitation will exclude animals which bear offspring, but such offspring must either be given away, sold or turned in to the animal shelter when old enough to thrive on their own. Penalties for violations of this section shall be as provided in Section 6.20.040 (A).

SECTION 2. Chapter 6.15 “Rules and Regulations,” Section 6.15.050 “Housing” is amended as follows, with deletions in ~~strikeout~~ text and additions in underlined text:

A. It is unlawful to cause or allow any kennel, pet shop or other place where any animal is or may be kept to become unclean or unwholesome.

B. Every person maintaining a pet shop, veterinary hospital or veterinary facility shall post a notice in the window of the pet shop, veterinary hospital or veterinary facility which is visible from the outside. It shall be framed and enclosed in glass, containing the names, addresses and telephone numbers of persons to be notified during any hour of the day or night who can be contacted and who can proceed immediately to that location so as to permit contact by the police department.

C. No person shall maintain a dog, or any other animal or group of animals, in such a manner as to deprive others of the enjoyment of their lives or property due to noise, barking, inflicting damage or injury by jumping upon, biting, or scratching, polluting of vegetation or air, including the owner’s premises, or by permitting noxious or foul odors offensive to another person’s senses or constituting an actual or potential health hazard.

~~€~~ D. Penalties for violations of this section shall be as provided in Section 6.20.040 (A).

SECTION 3. Chapter 6.15 “Rules and Regulations,” Section 6.15.030 “Keeping of livestock prohibited” is amended as follows, with deletions in ~~strikeout~~ text and additions in underlined text:

A. Except as provided in subsection (B), below, ~~it~~ is unlawful for any person to keep or cause to be kept any horses, mules, cattle, burros, goats, sheep, swine, geese, turkeys, chickens, guinea hens, pigeons, rabbits, ducks or other livestock or poultry or fowl within the corporate limits of the town except on parcels of four acres or more. Anyone in possession of animals mentioned in this section prior to February 22, 1990, shall fall under a grandfather clause and shall not be punished. Once said animals have been removed from the property, or the property changes owners, they can no longer fall under the grandfather clause.

B. A resident of a single-family detached residence on a lot that is less than four acres in size may keep up to a maximum of six domestic chickens [hens, not roosters] in the backyard of the property, provided that the following conditions are met:

1. All chickens shall be kept in an enclosure located in the rear or side yard of the property at least twenty feet from a neighboring property. The size of the enclosure shall be a maximum of two hundred square feet with a maximum height of eight feet, provided that any enclosure on a lot less than one acre in size to be shorter than the fence line of the property. the enclosure shall be maintained and manure picked up and disposed of or composted at least twice weekly.

2. Any composted manure shall be kept in a way that prevents migration of insects.
3. All water sources for chickens shall have adequate overflow drainage.
4. All feed for chickens shall be stored in insect-proof and rodent-proof containers.
5. All chickens are prohibited from running at large.

B C. The police department and town clerk must approve livestock being exhibited in any animal show.

€ D. Penalties for violations of this section shall be as provided in Section 6.20.040 (A).

SECTION 4. All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

SECTION 5. 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 6. As provided in the Code, Section 6.20.040, penalties for Animal Code violations may be civil or criminal, and may be punished as follows:

- A. First offense: \$50 fine; Second offense: \$100.00 fine; Third and subsequent offenses: criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.
- B. Each offense: criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

SECTION 6. The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 24th DAY OF OCTOBER, 2024.

Johann Wallace, Mayor

ATTEST:

Brandye Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney



Town of Huachuca City

The Sunset City

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ORDINANCE NO. 2024-03

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.100 “SUPPLEMENTAL REGULATIONS,” SECTION 18.100.260 “KEEPING OF LIVESTOCK AND PETS,” TO REVISE ZONING REGULATIONS FOR KEEPING LIVESTOCK AND PROVIDING FOR THE KEEPING OF DOMESTIC CHICKENS, AND AMENDING CHAPTER 18.10 “DEFINITIONS” TO ADD A DEFINITION FOR FOWL.

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

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

WHEREAS, the Town Council has determined that it would be in the best interest of the health, safety and welfare of the Town’s residents to revise the Town’s zoning regulations pertaining to hoopouses and polyhouses; and

WHEREAS, a public hearing was held on September 24, 2024, to receive public comment, pro and con, for adopting the following Code amendment; and

WHEREAS, pursuant to A.R.S. 9-462.01 (I) and (J), the Town Council has considered the individual property rights and personal liberties of the residents of the Town, as well as the probable impact of the proposed Code amendments on the cost to construct housing for sale or rent; 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 October 10, 2024, and at a subsequent meeting on October 24, 2024.

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

SECTION 1. The Code, Title 18 “ZONING,” Chapter 18.100 “SUPPLEMENTAL REGULATIONS,” Section 18.100.260 “Keeping of livestock and pets,” is amended, by replacing the current text with the following underlined text:

18.100.260 Keeping of livestock and pets.

- A. Horses, burros, donkeys and mules are permitted within the town, subject to the following provisions:
 - 1. The parcel of land on which they are kept is a minimum of four acres.
 - 2. There shall be a minimum of one acre per one animal maintained, exclusive of minimum dwelling site requirements.
 - 3. No animal shall be stabled any less than 50 feet from any residence on the property or 100 feet from dwellings on other properties.
- B. No cattle, sheep, goats, swine, rooster, guinea hens, pigeons, or other livestock shall be kept or maintained on any property within the town, except on parcels of four acres or more.
- C. Single family detached residences on lots that are less than four acres in size are allowed to keep up to six (6) domestic chicken hens in an enclosure located in the backyard of the property, subject to the following provisions:
 - 1. The enclosure must be at least twenty (20) feet from a neighboring property.
 - 2. The size of the enclosure shall not exceed a maximum of two hundred (200) square feet and a height not taller than eight (8) feet; however, an enclosure located on a lot less than one (1) acre in size shall be shorter than the fence line of the property.
 - 3. The enclosure must be maintained and manure picked up and disposed of or composted at least twice weekly.
 - 4. Water sources must be clean and with adequate overflow drainage.
 - 5. Feed should be of proper nutrient value for fowl.
 - 6. Fowl should not be permitted to be at large.
 - 7. Regular inspections of the fowl enclosure and animals shall be conducted by the town's animal control officers at will.
- D. All town, county and state sanitary and health regulations, as well as Title 6, shall be complied with and met.
- E. This section shall not be construed, however, as prohibiting the keeping of ordinary domestic pet animals upon property within the town, as allowed under Title 6.
- F. No exotic or unusual types of pet animals or reptiles shall be allowed within the town, except as allowed by Title 6.
- G. Nothing in this section on livestock will be construed to permit any animals, whether permitted or not permitted within a particular zone, to run free and uncontrolled.

Any and all of such animals are subject to seizure and impoundment by the town as provided in Title 6.

SECTION 2. The Code, Title 18 “ZONING,” Section 18.10.010 “Definitions,” is amended to add a definition for fowl, as follows with additions in underlined text:

“Fowl” means, for purposes of Title 18, a domestic chicken hen, not a rooster.

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 24TH DAY OF OCTOBER, 2024.

Johann Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney



Town of Huachuca City

The Sunset City

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ORDINANCE NO. 2024-04

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.35 “R-1 RESIDENTIAL DISTRICTS,” SECTION 18.35.030 “PERMITTED CONDITIONAL USES”, AND CHAPTER 18.10 “DEFINITIONS” TO DEFINE VACATION RENTALS AND SHORT-TERM RENTALS AND TO MAKE THEM CONDITIONAL USES.

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

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

WHEREAS, the Town Council has determined that it would be in the best interest of the health, safety and welfare of the Town’s residents to revise the Town’s zoning regulations pertaining to vacation and short-term rentals; and

WHEREAS, a public hearing was held on September 24, 2024, to receive public comment, pro and con, for adopting the following Code amendment; and

WHEREAS, pursuant to A.R.S. 9-462.01 (I) and (J), the Town Council has considered the individual property rights and personal liberties of the residents of the Town, as well as the probable impact of the proposed Code amendments on the cost to construct housing for sale or rent; 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 October 10, 2024, and at a subsequent meeting on October 24, 2024.

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

SECTION 1. The Code, Title 18 “ZONING,” Chapter 18.35 “R-1 RESIDENTIAL DISTRICTS,” section 18.35.030 “Permitted conditional uses”, is amended to add subsection (E), as follows with additions in underlined text:

E. Vacation rentals and short-term rentals. Require a business license issued by the Town clerk.

SECTION 2. The Code, Title 18 “ZONING,” Section 18.10.010 “Definitions,” is amended to add a definition for vacation rental and short-term rental, as follows with additions in underlined text:

“Vacation rental or “Short-term rental” means any individually or collectively owned single-family or one-to-four-family house or dwelling unit or any unit or group of units in a condominium or cooperative that is also a transient public lodging establishment or owner-occupied residential home offered for transient use if the accommodations are not classified for property taxation. Does not include a unit that is used for any nonresidential use, including retail, restaurant, banquet space, event center or another similar use.

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 24TH DAY OF OCTOBER, 2024.

Johann Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney



Town of Huachuca City

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ORDINANCE NO. 2024-05

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.100 “SUPPLEMENTAL REGULATIONS,” TO ADD NEW SECTION 18.100.290 “HOOPHOUSES AND POLYHOUSES”, AND CHAPTER 18.10 “DEFINITIONS” TO DEFINE HOOPHOUSES AND POLYHOUSES AND TO ESTABLISH REGULATIONS CONCERNING THEIR CONSTRUCTION, PLACEMENT AND USE.

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

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

WHEREAS, the Town Council has determined that it would be in the best interest of the health, safety and welfare of the Town’s residents to revise the Town’s zoning regulations pertaining to hoophouses and polyhouses; and

WHEREAS, a public hearing was held on September 24, 2024, to receive public comment, pro and con, for adopting the following Code amendment; and

WHEREAS, pursuant to A.R.S. 9-462.01 (I) and (J), the Town Council has considered the individual property rights and personal liberties of the residents of the Town, as well as the probable impact of the proposed Code amendments on the cost to construct housing for sale or rent; 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 October 10, 2024, and at a subsequent meeting on October 24, 2024.

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

SECTION 1. The Code, Title 18 “ZONING,” Chapter 18.100 “SUPPLEMENTAL REGULATIONS,” is amended to add new section 18.100.290 “Hoophouses and polyhouses”, as follows with additions in underlined text:

18.100.290 Hoophouses and polyhouses.

- A. Notwithstanding any other law, construction of a hoophouse or polyhouse is exempt from municipal building permit requirements if the hoophouse or polyhouse meets all the following requirements:
1. The structure does not have a permanent anchoring system. The structure shall be anchored in a way that allows removal and relocation of the structure at the discretion of the property owner and in a manner that prevents unintended detachment or relocation.
 2. There is no temporary or permanent storage of solvents, fertilizers, gases or other chemicals or flammable materials.
 3. The structure is not wider than thirty-one feet (31') and there is an unobstructed path of not more than one hundred fifty feet (150') from any point to a door or fully accessible wall.
 4. The covering of the structure is of material not greater than twelve (12) mils in thickness, that conforms to the National Fire Protection Association (NFPA) standard methods of fire tests for flame propagation of textiles and files ((NFPA 701) and that yields approximately four pounds (4 lbs) of maximum impact resistance to provide egress through the wall.
- B. Notwithstanding subsection (A) of this section, if a hoophouse or polyhouse is located on a lot less than one acre in size within a residential community, the height of the structure shall be no greater than five feet (5') above the fence line or a total height of thirteen feet (13'), whichever is less.
- C. Notwithstanding subsection (A) of this section, if a hoophouse or polyhouse contains a device that is subject to existing municipal electrical or mechanical codes and regulations, a permit shall be required for the device. If the hoophouse or polyhouse is connected to a potable water system, a permit shall be required for the backflow prevention devices contained within the potable water system.
- D. Notwithstanding subsection (A) of this section, a hoophouse or polyhouse shall comply with all height, setback and lot coverage requirements contained in the municipal zoning and land use regulations for detached accessory buildings or structures.
- E. A site plan shall be submitted for administrative review by the Town building official and/or Town zoning administrator, to include the materials used in the construction of a hoophouse or polyhouse, to determine if the planned construction meets the requirements of this section.

SECTION 2. The Code, Title 18 “ZONING,” Section 18.10.010 “Definitions,” is amended to add definitions for hoophouse or polyhouse, and permanent anchoring system, as follows with additions in underlined text:

“Hoophouse or polyhouse” means a greenhouse used exclusively for producing and storing live plants.

“Permanent anchoring system” means a structurally engineered assembly of components designed to affix a structure to the ground on a permanent basis. Includes permanent foundations and anchors.

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 24TH DAY OF OCTOBER, 2024.

Johann Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney



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ORDINANCE NO. 2024-06

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.135 “AMENDMENTS,” SECTION 18.135.030 “APPLICATIONS FOR AMENDMENT,” AND SECTION 18.135.060 “PROTEST AGAINST AMENDMENTS,” TO ESTABLISH REGULATIONS CONCERNING THE FILING, PROCESSING AND PROTESTING OF ZONING AMENDMENTS.

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

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

WHEREAS, the Town Council has determined that it would be in the best interest of the health, safety and welfare of the Town’s residents to revise the Town’s zoning regulations pertaining to the filing, processing and protesting of zoning amendments; and

WHEREAS, a public hearing was held on September 24, 2024, to receive public comment, pro and con, for adopting the following Code amendment; and

WHEREAS, pursuant to A.R.S. 9-462.01 (I) and (J), the Town Council has considered the individual property rights and personal liberties of the residents of the Town, as well as the probable impact of the proposed Code amendments on the cost to construct housing for sale or rent; 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 October 10, 2024, and at a subsequent meeting on October 24, 2024.

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

SECTION 1. The Code, Title 18 “ZONING,” Chapter 18.135 “AMENDMENTS,” Section 18.135.030 “Applications for amendment,” is amended as follows by replacing the current text with the following underlined text:

- A. Applications for amendment of these regulations shall be made to the planning and zoning commission, or zoning hearing officer in their absence, on a standard form provided for that purpose and shall be signed by a real property owner in the area for which amendment is applied.
1. If the application includes other property in addition to that owned by the applicant, there shall be filed by the applicant on a form provided therefor, a petition in favor of the request signed by the real property owners representing at least 75 percent of the land area to be included in the application. Such petition shall be filed and checked for authenticity of ownership before the application is accepted.
 2. If the application includes properties owned by more than one owner, the zoning administrator shall notify, by certified mail, all property owners included in the area proposed for change. Such notice shall be postmarked not later than 15 days prior to any required public hearing of the application.
- B. The Town shall determine whether an application for zoning amendment is administratively complete within thirty (30) days after receipt of the application. The Town shall issue a written or electronic notice of administrative completeness or deficiencies to the applicant.
1. If the Town determines that the application is not administratively complete, the Town shall include a comprehensive list of the specific deficiencies in the written or electronic notice provided to the applicant. The Town shall follow these procedures until the application is administratively complete.
 2. The Town shall determine whether a re-submitted zoning amendment application is administratively complete within 15 days after receipt of the re-submitted application.
 3. The Town shall approve or deny an application for zoning amendment within one hundred eighty (180) days after determining that the application is administratively complete.
 4. Notwithstanding Subsection (B)(1) of this Section, the Town may extend the timeframe to approve or deny the zoning amendment application beyond one hundred eighty (180) days for either of the following reasons:
 - a. For extenuating circumstances, the Town may grant a one-time extension of not more than thirty (30) days.
 - b. If an applicant requests an extension, the Town may grant extensions of thirty (30) days for each extension granted.
 5. This Section does not apply to land that is designated as a district of historical significance or an area that is designated as historic on the National Register of Historic Places or planned area developments.

SECTION 2. The Code, Title 18 “ZONING,” Chapter 18.135 “AMENDMENTS,” Section 18.135.060 “Protests against amendments,” is amended as follows with deletions in ~~strikeout text~~ and additions in underlined text:

If the owners of 20 percent or more, ~~either of the area of the lots included in a proposed change, or of those immediately adjacent in the rear or any side thereof extending 150 feet from the street frontage of the opposite lots,~~ of the property by area and number of lots, tracts and condominium units within the zoning area of the affected property, excluding government owned property, file a protest in writing against a proposed amendment, ~~the~~ change shall not become effective except by the favorable vote of three-fourths of all members of the council. If any members of the council are unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the council, provided, that such required number of votes shall in no event be less than a majority of the full membership of the council. For the purposes of this Section, the vote shall be rounded to the nearest whole number. A protest filed pursuant to this Section shall be signed by the property owners, excluding government owned property, opposing the proposed amendment and filed in the office of the clerk of the Town not later than 12:00 noon one business day before the date on which the council will vote on the proposed amendment.

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 24TH DAY OF OCTOBER, 2024.

Johann Wallace, Mayor

ATTEST:

Brandye Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney