



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE**
Thursday, November 14, 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 October 24, 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]: Approval of a contract with Judge Barth to continue to serve as the Town’s Magistrate.

E.2 Discussion and/or Action [Suzanne Harvey]: Update on the projects [infrastructure improvements, including parking lot, tennis court, and swimming pool rehabilitation] and expenditures from the Town’s share of American Rescue Plan Act [ARPA] funding; and authorization for additional expenditures of any uncommitted ARPA funds for additional improvements at Hunt Park and/or to pay for the Town’s fire and emergency medical services.

E.3 Discussion and/or Action [Suzanne Harvey]: Approval of the purchase of a Type 6 wildland firefighting truck and brush hog mower/cutter.

E.4 Discussion and/or Action [Brandye Thorpe]: Update on plans for the Town’s annual Thanksgiving meal.

E.5 Discussion and/or Action [Stephanie Fulton]: Update on the plans for the Town’s annual Polar Express, Tree Lighting and Holiday Gift Basket events.

E.6 Discussion and/or Action [Brandye Thorpe]: Update on plans for the Town’s annual Christmas Parade and approval of the proposed road closures.

E.8 Discussion and/or Action [Mayor Wallace]: RESOLUTION No. 2024-12 - A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, CANVASSING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 5, 2024.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on November __, 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.



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
October 24, 2024 AT 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

A. Call to Order – Mayor

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

B. Roll Call.

Roll Call.

Present: Johann Wallace, Debra Trate, Cynthia Butterworth, Danielle Cardella, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (not voting), Town Attorney Thomas Benavidez (Not voting).

Absent: Christy Hirshberg

- c. Invocation

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C.1 Consider approval of the Minutes of the Regular Council meeting held on October 10, 2024.

C.2 Consider approval of the Payment Approval Report.

Motion: Items listed on the consent agenda Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

Motion: Approval of the items on the Consent Agenda, Action: Approve, moved by Johann Wallace, Seconded by Debra Trate.

Motion passed unanimously.

D. Unfinished Business before the Council – Mayor

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E.1 Discussion and/or Action [Spencer Forsberg]: Mr. Forsberg will present the Town's financials for the month of August.

Mayor Wallace advises that Mr. Forsberg was unable to attend. We will do this at a later date.

E.2 Discussion and/or Action [Building Official, Dr. Johnson]: Presentation to the Council concerning Notices of Code Violations issued over the past month.

Motion: Item E.2 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

Dr. Johnson provides the following in a presentation:

This has been a busy year for code enforcement. To date, a total of 163 cases have been opened for issues ranging from high weeds, shrubs over 4', tree cuttings, clutter in yards and carports, yard storage and tree overhanging into street. Every time we go out for our follow-up reviews, new cases are added. As always, a good 90-95% of all code enforcement cases are for high weeds. There are more cases this year because of the extended monsoon season. People are resistant to mow their properties while it is still raining, so we usually do not start to see results until the season is over. Then there are others that refuse to mow until they receive a notice, or two. At this point, there are still about 66 open cases.

Most cases are resolved with direct communication or courtesy letters. But some cases need more prodding. It seems this year more cases are progressing to NOV's than in previous years. Early in the year, before we got bogged down with monsoon season weeds, I tackled some long-standing abandoned commercial signs. All cases were resolved without issue. So far this year, a total of 9 NOV's have been issued for weeds. Two of these cases have already been resolved and closed. Work is underway on another case, so additional time has been extended for completion. Two cases are slated for Town abatement. I have been in contact with the Owner of one of the 4 remaining cases – we will see if the work will be completed.

There are an additional 29 cases that may be progressing to the level of issuing a NOV to hopefully motivate property owners to mitigate their code violations. Over the next few weeks I will be preparing the documentation necessary to proceed. Each NOV must document the violation with photos and the appropriate code reference, and state what needs to be completed to meet the requirements of the referenced codes. It also provides for an appeal process should the Owner decide to follow that path. If at the end of the timeframe given to complete the work the violations remain, the Town has the choice to extend the Owner more time to complete the work, cite the Owner, or for the Town to abate the violation. Since there are limited abatement funds, it is always preferable to work with the Owner as long as possible but there does become a time where citations are warranted. However, it is challenging to issue a citation to an out-of-town owner.

There is an additional 31 open cases that will be reviewed periodically to confirm progress is being made towards resolving the violations.

I would like to feature two extreme code enforcement cases that has spanned several years, but are examples of achievement of success with patience.

This property on Apache Street had a history of code enforcement over the years, mostly for weeds and dilapidated appearance. The original owners passed away long ago and the brother was living in the home. He did not have much in the way of income and was unable to contribute to the upkeep of the home. The home began to deteriorate all around him. Then Chief Thies and I tried on several occasion to help him get assistance to take care of himself. I know that the Lions Club helped a couple years to mow the weeds, cut the front shrubs and provide a new front door for him. When the gentlemen passed away in 2023, I had the opportunity to see the inside of the home. It was in shocking disrepair and was not considered livable. The Town cleared the property of the overgrowth and secured the openings and the roof in 2023.

For the several years since the original owners had passed away, the taxes became delinquent. An investor was paying the back taxes and finally in November 2023 she foreclosed on the home and took possession. Even she was shocked at the condition of the home and chose to just clean it out of all personal belongings and resell in an as-is condition. She did sell it to a young family early this year and they have been working to rebuild it back to an acceptable and livable home. They have pulled several building permits along the way. I just completed a gas pressure test at the home earlier this week. The husband told me that the wife is now excited about the home and is picking out colors to make it their own. The other home is located at the end of Patton Street. I think we are all aware of the condition this home and property was in for several years. After the owner passed away, the heirs were unable to manage the necessary repairs, mortgage and taxes and they let it lapse into foreclosure. Early this year, I received a call from the Mortgage Company asking if the Town had any issues with the property. Of course, I said yes and took the opportunity to outline what I expected to be completed before it would be considered acceptable for occupancy. That Mortgage Company hired a salvage company that cleared all the exterior machinery and vehicles and all interior belongings. I also requested that all dilapidated exterior buildings and porches be removed.

Late spring I gave the green light for the Mortgage Company to proceed to offer the house for sale on the HUD listing site. I have received a few calls from prospective buyers doing their due diligence on the property. There is more work that will be needed to make the property a home, but I know it will sell soon.

In case anyone is curious, I am also working on the two adjacent properties to get them cleaned up as well.

Not all code enforcement cases are as extreme as these two noted properties, but they are examples that some cases are unique and require diligence and patience to see it through to the end. Forcing a NOV is not always the best solution in these extreme cases.

E.3 Discussion and/or Action [Building Official, Dr. Johnson]: Presentation to the Council concerning proposed abatement of hazardous conditions at 200 Pima Street. The Council will be asked to approve the proposed abatement of weeds in the amount of \$2,757.50.

Motion: Item E.3 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

Dr. Johnson gives the following information:

200 Pima Street. This is the old Morales trailer park property that we have been abating for several years now, since no heirs have been located.

Motion: The proposed abatement of weeds in the amount of \$2,757.50
Item E.3 Action: Approve, moved by Johann Wallace, Seconded by Debra Trate.
Motion passed unanimously.

E.4 Discussion and/or Action [Building Official, Dr. Johnson]: Presentation to the Council concerning proposed abatement of hazardous conditions at 303 E. Apache Street. The Council will be asked to approve the proposed abatement of weeds in the amount of \$ 347.50.

Motion: Item E.4 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

Dr. Johnson gives the following information:

This is the property at 303 Apache Street that we have been abating for several years now, since no heirs have claimed ownership of the property.

**Motion: The proposed abatement of weeds in the amount of \$ 347.50. Action: Approve, moved by Johann Wallace, Seconded by Debra Trate.
Motion passed unanimously.**

E.5 Discussion and/or Action [Mayor Wallace]: Second 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.

Motion: Item E.5 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

**Motion: Ordinance 2024-02 . Action: Approve, moved by Johann Wallace, Seconded by Debra Trate.
Motion passed unanimously.**

E.6 Discussion and/or Action [Mayor Wallace]: Second 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.

Motion: Item E.6 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

**Motion: Ordinance 2024-03 . Action: Approve, moved by Johann Wallace, Seconded by Debra Trate.
Motion passed unanimously.**

E.7 Discussion and/or Action [Mayor Wallace]: Second 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.

Motion: Item E.7 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

**Motion: Ordinance 2024-04 . Action: Approve, moved by Johann Wallace, Seconded by Debra Trate.
Motion passed unanimously.**

E.8 Discussion and/or Action [Mayor Wallace]: Second 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.

Motion: Item E.8 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

**Motion: Ordinance 2024-05 . Action: Approve, moved by Johann Wallace, Seconded by Debra Trate.
Motion passed unanimously.**

E.9 Discussion and/or Action [Mayor Wallace]: Second reading of Ordinance 2024-06 - 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.

Motion: Item E.9 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

**Motion: Ordinance 2024-06 . Action: Approve, moved by Johann Wallace, Seconded by Debra Trate.
Motion passed unanimously.**

E.10 Discussion and/or Action [Mayor Wallace]: Proclamation 2024 -18: A PROCLAMATION OF THE MAYOR, DECLARING THE MONTH OF NOVEMBER, 2024, AS "NATIVE AMERICAN HERITAGE MONTH."

Motion: Item E.10 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

E.11 Discussion and/or Action [Mayor Wallace]: Proclamation 2024 -19: A PROCLAMATION OF THE MAYOR, DECLARING THE MONTH OF NOVEMBER, 2024, AS "MILITARY FAMILY APPRECIATION MONTH."

Motion: Item E.11 Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Debra Trate.

F. Reports of Current Events by Council

Councilmember Butterworth- Food distribution is on the 18th. Boys and Girls Club event was good. MPO meeting was yesterday. SR 90 paving set to begin March 2025. The summit will be in Sierra Vista in October 2025.

Mayor Wallace- Last Tuesday, met with Jason from SSVEC just to touch base. Friday is the Hispanic Mixer. Saturday was the Boys and Girls club event, saw Saturn, was space themed. They are trying to come to Huachuca City School.

Councilmember Cardella- Went to the Boys and Girls Club event. Will be going to the Creepy Candy Crawl.

Councilmember Trate- USPP meeting is in November.

Mayor ProTem Hirshberg-

G. Adjournment

Motion: To Adjourn, **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Debra Trate. Motion passed unanimously.

Approved by Mayor Johann R. Wallace on November 14, 2024.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Brandye Thorpe,
Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on October 24, 2024. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk

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
A T & T							
1415	A T & T	101924	Phone Service	10/19/2024	75.96	75.96	10-62-271
Total A T & T:					75.96	75.96	
Amazon Capital Services, Inc							
10491	Amazon Capital Services, Inc	13Q4-FM64-P	Office Supplies	11/01/2024	267.44	267.44	10-43-460
10491	Amazon Capital Services, Inc	1HFP-QTMX-M	Wireless keyboard and mouse	11/01/2024	45.70	45.70	10-69-806
10491	Amazon Capital Services, Inc	1HFP-QTMX-M	Folding 6 ft table	11/01/2024	220.86	220.86	10-69-806
10491	Amazon Capital Services, Inc	1MF1-9MT9-F	Restock Traffic Cones 28" with Do	10/01/2024	156.23	156.23	23-40-460
Total Amazon Capital Services, Inc:					690.23	690.23	
APC Brands LLC							
10794	APC Brands LLC	092423761	Hunt Park Playground Equipment	09/03/2024	2,313.00	2,313.00	88-40-100
Total APC Brands LLC:					2,313.00	2,313.00	
Arizona Business Equipment							
10455	Arizona Business Equipment	AR40909	Copy Machine Usage/Town Hall	11/04/2024	392.86	392.86	10-43-705
10455	Arizona Business Equipment	AR40909	Copy Machine Usage/Police Dept	11/04/2024	83.50	83.50	10-51-705
10455	Arizona Business Equipment	AR40909	Copy Machine Usage/Library	11/04/2024	141.00	141.00	10-62-705
Total Arizona Business Equipment:					617.36	617.36	
AZ Department of Corrections Labor							
1315	AZ Department of Corrections Lab	D084888 2024	Labor AD	10/24/2024	15.19	15.19	10-43-366
1315	AZ Department of Corrections Lab	D084888 2024	Labor PD	10/24/2024	1.69	1.69	10-51-366
1315	AZ Department of Corrections Lab	D084888 2024	Labor PW	10/24/2024	5.06	5.06	10-57-366
1315	AZ Department of Corrections Lab	D084888 2024	Labor LB	10/24/2024	16.88	16.88	10-62-366
1315	AZ Department of Corrections Lab	D084888 2024	Labor Water	10/24/2024	22.78	22.78	51-40-366
1315	AZ Department of Corrections Lab	D084888 2024	Labor Sewer	10/24/2024	22.78	22.78	52-40-366
1315	AZ Department of Corrections Lab	D084888 2024	Labor LF	10/24/2024	50.62	50.62	55-40-366
Total AZ Department of Corrections Labor:					135.00	135.00	
AZ Department of Corrections Mileage							
10743	AZ Department of Corrections Mil	D084872 2024	Mileage- AD	10/31/2024	69.12	69.12	10-43-366
10743	AZ Department of Corrections Mil	D084872 2024	Mileage- PD	10/31/2024	7.67	7.67	10-51-366
10743	AZ Department of Corrections Mil	D084872 2024	Mileage- PW	10/31/2024	30.72	30.72	10-57-366
10743	AZ Department of Corrections Mil	D084872 2024	Mileage- Water	10/31/2024	138.24	138.24	51-40-366
10743	AZ Department of Corrections Mil	D084872 2024	Mileage- Sewer	10/31/2024	138.24	138.24	52-40-366
10743	AZ Department of Corrections Mil	D084872 2024	Mileage- LF	10/31/2024	230.40	230.40	55-40-366
Total AZ Department of Corrections Mileage:					614.39	614.39	
Az State Treasurer							
1274	Az State Treasurer	639	monthly conversions	11/04/2024	3,522.79	3,522.79	20-40-200
Total Az State Treasurer:					3,522.79	3,522.79	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Brenda Nadeau							
10809	Brenda Nadeau	635	50338	10/25/2024	40.00	40.00	20-40-200
Total Brenda Nadeau:					40.00	40.00	
Caselle, Inc							
1745	Caselle, Inc	136439	Management Software	11/01/2024	883.15	883.15	10-48-210
1745	Caselle, Inc	136439	Software License- Water	11/01/2024	49.06	49.06	51-40-480
1745	Caselle, Inc	136439	Software License- Sewer	11/01/2024	52.99	52.99	52-40-480
1745	Caselle, Inc	136439	Software License- LF	11/01/2024	62.80	62.80	55-40-480
Total Caselle, Inc:					1,048.00	1,048.00	
Chosin Firearms LLC							
10413	Chosin Firearms LLC	12375	2x glock supressor height sights	10/29/2024	124.00	124.00	10-51-466
10413	Chosin Firearms LLC	12375	2x install of sights and optics	10/29/2024	40.00	40.00	10-51-466
Total Chosin Firearms LLC:					164.00	164.00	
Cintas Corporation No. 445							
10067	Cintas Corporation No. 445	4208956193	Office Supplies	10/21/2024	71.95	71.95	10-43-460
10067	Cintas Corporation No. 445	4209587613	Office Supplies	10/28/2024	58.85	58.85	10-43-460
10067	Cintas Corporation No. 445	4210291225	Office Supplies	11/04/2024	73.32	73.32	10-43-460
10067	Cintas Corporation No. 445	4208956191	Uniforms- PW	10/21/2024	11.40	11.40	10-57-410
10067	Cintas Corporation No. 445	4209587585	Uniforms- PW	10/28/2024	11.40	11.40	10-57-410
10067	Cintas Corporation No. 445	4210291343	Uniforms- PW	11/04/2024	11.66	11.66	10-57-410
10067	Cintas Corporation No. 445	4208956191	Uniforms- Water	10/21/2024	51.26	51.26	51-40-410
10067	Cintas Corporation No. 445	4209587585	Uniforms- Water	10/28/2024	51.26	51.26	51-40-410
10067	Cintas Corporation No. 445	4210291343	Uniforms- Water	11/04/2024	52.52	52.52	51-40-410
10067	Cintas Corporation No. 445	4208956191	Uniforms- Sewer	10/21/2024	51.26	51.26	52-40-410
10067	Cintas Corporation No. 445	4209587585	Uniforms- Sewer	10/28/2024	51.26	51.26	52-40-410
10067	Cintas Corporation No. 445	4210291343	Uniforms- Sewer	11/04/2024	52.52	52.52	52-40-410
10067	Cintas Corporation No. 445	4208956205	Landfill Supplies	10/21/2024	13.29	13.29	55-40-290
10067	Cintas Corporation No. 445	4209587562	Landfill Supplies	10/28/2024	13.29	13.29	55-40-290
10067	Cintas Corporation No. 445	4210291304	Landfill Supplies	11/04/2024	13.49	13.49	55-40-290
10067	Cintas Corporation No. 445	4208956193	Uniforms- LF	10/21/2024	77.48	77.48	55-40-410
10067	Cintas Corporation No. 445	4208956205	Landfill Uniforms	10/21/2024	24.76	24.76	55-40-410
10067	Cintas Corporation No. 445	4209587562	Landfill Uniforms	10/28/2024	24.76	24.76	55-40-410
10067	Cintas Corporation No. 445	4209587613	Uniforms- LF	10/28/2024	77.61	77.61	55-40-410
10067	Cintas Corporation No. 445	4210291225	Landfill Uniforms	11/04/2024	79.78	79.78	55-40-410
10067	Cintas Corporation No. 445	4210291304	Landfill Uniforms	11/04/2024	24.56	24.56	55-40-410
Total Cintas Corporation No. 445:					897.68	897.68	
Cintas Fire							
10734	Cintas Fire	0F34545678	HC Library Fire Alarm Inspection	10/23/2024	410.25	410.25	10-57-500
Total Cintas Fire:					410.25	410.25	
City of Sierra Vista							
1702	City of Sierra Vista	5075	2 new tires mounted & balanced	10/23/2024	300.75	300.75	10-51-470
1702	City of Sierra Vista	5083	2 new tires mounted & balanced	10/31/2024	466.22	466.22	10-51-470
1702	City of Sierra Vista	5062	New tires x4 and Alignment	10/22/2024	4,855.00	4,855.00	65-40-480
1702	City of Sierra Vista	5077	Diagnose Bus 1 engine stall	10/30/2024	2,544.25	2,544.25	65-40-480
1702	City of Sierra Vista	5082	Decommission Jeep Grand Chero	10/31/2024	688.78	688.78	65-40-710

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total City of Sierra Vista:					8,855.00	8,855.00	
Cochise County Treasurer							
1867	Cochise County Treasurer	638	Monthly Court Conversion	11/04/2024	17.68	17.68	20-40-200
Total Cochise County Treasurer:					17.68	17.68	
Daniels Long Chevrolet							
10793	Daniels Long Chevrolet	102824	2024 Chev Silverado Pkup, 4WD	10/28/2024	108,174.00	108,174.00	11-40-810
Total Daniels Long Chevrolet:					108,174.00	108,174.00	
Derrick Coates							
10812	Derrick Coates	110124	Sewer Refund	11/05/2024	20.52	20.52	52-21350
Total Derrick Coates:					20.52	20.52	
Erin Marchlewski							
10810	Erin Marchlewski	102324	Water Refund	10/28/2024	75.00	75.00	51-21350
10810	Erin Marchlewski	102324	Sewer Refund	10/28/2024	25.00	25.00	52-21350
Total Erin Marchlewski:					100.00	100.00	
Gaines Law Group							
10804	Gaines Law Group	139	Appointment of Attorney -DUI	10/18/2024	1,490.00	1,490.00	10-45-221
Total Gaines Law Group:					1,490.00	1,490.00	
Haymore & Forsberg CPA							
10052	Haymore & Forsberg CPA	4897	Accounting Services Admin	11/04/2024	1,076.08	1,076.08	10-43-650
10052	Haymore & Forsberg CPA	4897	Accounting Services Magistrate	11/04/2024	89.70	89.70	10-45-650
10052	Haymore & Forsberg CPA	4897	Accounting Services Road User	11/04/2024	134.55	134.55	23-40-650
10052	Haymore & Forsberg CPA	4897	Accounting Services Water	11/04/2024	806.97	806.97	51-40-650
10052	Haymore & Forsberg CPA	4897	Accounting Services Sewer	11/04/2024	604.50	604.50	52-40-650
10052	Haymore & Forsberg CPA	4897	Accounting Services Landfill	11/04/2024	538.20	538.20	55-40-650
Total Haymore & Forsberg CPA:					3,250.00	3,250.00	
Jacques Lachance							
10811	Jacques Lachance	102424	Water Refund	10/28/2024	2.26	2.26	51-21350
10811	Jacques Lachance	102424	Sewer Refund	10/28/2024	25.00	25.00	52-21350
Total Jacques Lachance:					27.26	27.26	
KE & G Construction, Inc							
10193	KE & G Construction, Inc	240147-2	re-stripe handicap ramp parking	10/25/2024	7,560.00	7,560.00	88-40-100
10193	KE & G Construction, Inc	240147-3	mobilization	10/25/2024	210.00	210.00	88-40-100
10193	KE & G Construction, Inc	240147-3	demo concrete	10/25/2024	195.00	195.00	88-40-100
10193	KE & G Construction, Inc	240147-3	handicap ramp w/wings	10/25/2024	437.00	437.00	88-40-100
10193	KE & G Construction, Inc	240147-3	re-stripe handicap ramp parking	10/25/2024	840.00	840.00	88-40-100
Total KE & G Construction, Inc:					9,242.00	9,242.00	
L-TRON Corporation							
10446	L-TRON Corporation	685201	1 Case Printer Paper	09/24/2024	215.00	215.00	10-51-850
10446	L-TRON Corporation	685201	Havis Printer Mount	09/24/2024	340.68	340.68	10-51-850

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
10446	L-TRON Corporation	685201	PocketJet Car Adapter	09/24/2024	79.17	79.17	10-51-850
10446	L-TRON Corporation	685201	Brother USB Cable A to C	09/24/2024	70.32	70.32	10-51-850
10446	L-TRON Corporation	685201	Brother PocketJet 8 Printer	09/24/2024	1,000.50	1,000.50	10-51-850
10446	L-TRON Corporation	685201	L-Tron 4910LR Scanner	09/24/2024	1,284.00	1,284.00	10-51-850
Total L-TRON Corporation:					2,989.67	2,989.67	
ProForce Law Enforcement							
4005	ProForce Law Enforcement	560163	2xGen 5 Glock 19 Pistols	10/24/2024	929.64	929.64	10-51-466
Total ProForce Law Enforcement:					929.64	929.64	
Quest Diagnostics							
1070	Quest Diagnostics	102824	New Hire Drug Test Allred	10/28/2024	37.30	37.30	10-43-465
Total Quest Diagnostics:					37.30	37.30	
Richard Miller							
10498	Richard Miller	636	Case: M0248CR20170016	10/28/2024	43.00	43.00	20-40-200
Total Richard Miller:					43.00	43.00	
Ruben A. Villa							
4360	Ruben A. Villa	H-025-102724	Consulting Services- Admin	10/27/2024	1,307.85	1,307.85	10-43-650
4360	Ruben A. Villa	H-025-102724	Consulting Services- Magistrate	10/27/2024	109.02	109.02	10-45-650
4360	Ruben A. Villa	H-025-102724	Consulting Services- Road User	10/27/2024	163.53	163.53	23-40-650
4360	Ruben A. Villa	H-025-102724	Consulting Services- Water	10/27/2024	980.79	980.79	51-40-650
4360	Ruben A. Villa	H-025-102724	Consulting Services- Sewer	10/27/2024	734.70	734.70	52-40-650
4360	Ruben A. Villa	H-025-102724	Consulting Services- Landfill	10/27/2024	654.11	654.11	55-40-650
Total Ruben A. Villa:					3,950.00	3,950.00	
Senergy Petroleum LLC							
10215	Senergy Petroleum LLC	SEN-898931	DYED-ULSD #2	09/24/2024	2,984.08	2,984.08	55-40-476
Total Senergy Petroleum LLC:					2,984.08	2,984.08	
Southwest Gas Corporation							
3879	Southwest Gas Corporation	6376-10/24/24	Gas Utility- Fire Station	10/29/2024	148.90	148.90	10-53-340
3879	Southwest Gas Corporation	8087-10/24/24	Gas Utility- Community Center	10/29/2024	30.51	30.51	10-60-340
Total Southwest Gas Corporation:					179.41	179.41	
SW Building Inspection Service							
4025	SW Building Inspection Service	10772	Code Enforcement/Zoning	10/31/2024	4,800.00	4,800.00	10-54-360
Total SW Building Inspection Service:					4,800.00	4,800.00	
Tierra Water Management							
10566	Tierra Water Management	1461	Operator of Record	10/31/2024	500.00	500.00	51-40-650
10566	Tierra Water Management	1461	Operator of Record	10/31/2024	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	637	Monthly Conversion	11/04/2024	5,903.77	5,903.77	20-40-200

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Town of Huachuca City:					5,903.77	5,903.77	
TransWorld Network, Corp							
9629	TransWorld Network, Corp	15940656-A13	Internet Services- Landfill/PW	10/22/2024	90.74	90.74	55-40-481
Total TransWorld Network, Corp:					90.74	90.74	
Vermeer Sales Southwest, Inc.							
10521	Vermeer Sales Southwest, Inc.	20022336	Estimate Cost to Repair the E-VA	09/27/2024	297.72	297.72	51-40-610
Total Vermeer Sales Southwest, Inc.:					297.72	297.72	
Wells Fargo Remittance Center							
4377	Wells Fargo Remittance Center	091224	MISC Finance Charge	09/12/2024	244.74	244.74	10-43-122
4377	Wells Fargo Remittance Center	091224	Office Supplies	09/12/2024	34.24	34.24	10-43-290
4377	Wells Fargo Remittance Center	091224	Dollar General	09/12/2024	4.88	4.88	10-51-470
4377	Wells Fargo Remittance Center	091224	Amazon	09/12/2024	31.44	31.44	10-57-470
4377	Wells Fargo Remittance Center	091224	BLDG Maintenance	09/12/2024	211.24	211.24	10-57-500
4377	Wells Fargo Remittance Center	091224	Wrench Blades Bump Heads	09/12/2024	146.89	146.89	10-57-540
4377	Wells Fargo Remittance Center	091224	Mower Blades.Idlers, Deck Wheel	09/12/2024	404.67	404.67	10-57-610
4377	Wells Fargo Remittance Center	091224	Weed Killer/Leslie Pool	09/12/2024	100.16	100.16	10-58-460
4377	Wells Fargo Remittance Center	091224	Walmart 4th July tubs	09/12/2024	38.99	38.99	10-60-530
4377	Wells Fargo Remittance Center	091224	Amazon	09/12/2024	125.73	125.73	10-62-460
4377	Wells Fargo Remittance Center	091224	Servsafe	09/12/2024	15.00	15.00	10-62-660
4377	Wells Fargo Remittance Center	091224	Dollar General /Ford pars	09/12/2024	46.51	46.51	10-65-480
4377	Wells Fargo Remittance Center	091224	techsoup hotspots	09/12/2024	663.00	663.00	10-69-806
4377	Wells Fargo Remittance Center	091224	Amazon No Parking Signs	09/12/2024	43.36	43.36	23-40-460
4377	Wells Fargo Remittance Center	091224	As per town manager to purchase	09/12/2024	4,883.66	4,883.66	23-40-831
4377	Wells Fargo Remittance Center	091224	Amazon Binder Light	09/12/2024	55.80	55.80	51-40-290
4377	Wells Fargo Remittance Center	091224	Tools Tow Chains Marking Paints	09/12/2024	446.31	446.31	51-40-460
4377	Wells Fargo Remittance Center	091224	Wipre Blades Emergency Lights	09/12/2024	62.89	62.89	51-40-470
4377	Wells Fargo Remittance Center	091224	Sockets Rollers Outlets	09/12/2024	217.90	217.90	52-40-460
4377	Wells Fargo Remittance Center	091224	Grease Cleaners Filters Oil	09/12/2024	132.75	132.75	52-40-470
4377	Wells Fargo Remittance Center	091224	Ice for coolers for 4 days	09/12/2024	31.17	31.17	55-40-290
4377	Wells Fargo Remittance Center	091224	ice	09/12/2024	8.66	8.66	55-40-290
4377	Wells Fargo Remittance Center	091224	Porta Pot	09/12/2024	144.75	144.75	55-40-340
4377	Wells Fargo Remittance Center	091224	Helmet tow straps fasteners	09/12/2024	408.09	408.09	55-40-460
4377	Wells Fargo Remittance Center	091224	Tire Repair	09/12/2024	237.74	237.74	55-40-470
4377	Wells Fargo Remittance Center	091224	fordParts	09/12/2024	34.03	34.03	65-40-480
4377	Wells Fargo Remittance Center	091224	National Animal Care/Wicked limit	09/12/2024	60.00	60.00	65-40-660
Total Wells Fargo Remittance Center:					8,834.60	8,834.60	
Wist Office Products							
4169	Wist Office Products	2488183	Paper Copy Laser Printer , 92B, 8	10/29/2024	310.92	310.92	10-51-290
4169	Wist Office Products	2488183	Correction Tape with Two-Way Dis	10/29/2024	6.61	6.61	10-51-290
4169	Wist Office Products	2488183	ACCO Paper Clips - No. 3 - 0.9" L	10/29/2024	8.26	8.26	10-51-290
4169	Wist Office Products	2488183	Business Source Binder Clips - M	10/29/2024	5.06	5.06	10-51-290
4169	Wist Office Products	2488183	TOPS Letr-trim Perforated Legal	10/29/2024	17.04	17.04	10-51-290
4169	Wist Office Products	2488183	Oxford Narrow Ruled Pocket Size	10/29/2024	22.50	22.50	10-51-290
4169	Wist Office Products	2488183	Sharpie Retractable Permanent M	10/29/2024	28.87	28.87	10-51-290
4169	Wist Office Products	2488183	harpie S-Gel Pens - 1 mm Pen Po	10/29/2024	37.44	37.44	10-51-290
4169	Wist Office Products	2488183	Scotch Transparent Tape - 3/4"W	10/29/2024	14.43	14.43	10-51-290
4169	Wist Office Products	2488183	Post-it® Greener Notes - 1200 - 3	10/29/2024	47.61	47.61	10-51-290
4169	Wist Office Products	2488183	Fellowes Powershred Performanc	10/29/2024	17.99	17.99	10-51-290
4169	Wist Office Products	2488183	Printable 4" x 6" - Permanent File	10/29/2024	3.73	3.73	10-51-290

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
4169	Wist Office Products	2488183	Printable 4" x 6" - Permanent File	10/29/2024	3.73	3.73	10-51-290
4169	Wist Office Products	2488183	Classic USB 2.0 Flash Drive, 16	10/29/2024	22.74	22.74	10-51-290
4169	Wist Office Products	2488184	Classic USB 2.0 Flash Drive, 32	10/29/2024	34.37	34.37	10-51-290
4169	Wist Office Products	2488317	Recycled Two-Color Monthly Desk	10/30/2024	45.47	45.47	10-51-290
4169	Wist Office Products	2490031	Floor stripper, Polish, Buffing Pad,	11/06/2024	228.38	228.38	10-57-500
4169	Wist Office Products	2487249	Bathroom soap dispenser	10/25/2024	8.55	8.55	10-62-460
Total Wist Office Products:					863.70	863.70	
Xpress Bill Pay							
4441	Xpress Bill Pay	INV-XPR01772	Water	10/31/2024	95.57	95.57	51-40-483
4441	Xpress Bill Pay	INV-XPR01772	Sewer	10/31/2024	95.57	95.57	52-40-483
4441	Xpress Bill Pay	INV-XPR01772	Landfill	10/31/2024	286.71	286.71	55-40-483
Total Xpress Bill Pay:					477.85	477.85	
Grand Totals:					175,586.60	175,586.60	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

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

CONTRACT FOR SERVICES BY AND BETWEEN
THE TOWN OF HUACHUCA CITY, A MUNICIPAL CORPORATION
HEREINAFTER REFERRED TO AS "TOWN"
AND
THE HONORABLE KEITH BARTH, TOWN MAGISTRATE
HEREINAFTER REFERRED TO AS "CONTRACTOR"

WHEREAS this Agreement under which the Parties shall be operating begins on January 1, 2025, and expires on the 31st day of December 2026; and,

WHEREAS, the Mayor and Common Council of the Town passed and approved a motion, on the 14th day of November 2024, reappointing Contractor as its Town Magistrate for the term sited above; and,

WHEREAS it is the intention of the Parties that Contractor is and shall remain, at all times, an Independent Contractor.

THE PARTIES HERETO MUTUALLY AGREE to the following:

1. That Contractor possesses the knowledge, skills, and experience to be the Town's Municipal Judge.
2. That in keeping with the separation of powers between the judicial and legislative, and the judicial and executive branches of government, Contractor, so long as he performs his duties in a competent manner and commits no act nor fails to act in such a manner that gives good cause for the Town to terminate this Agreement, shall be independent of those other branches of the Town's government and shall be free of restrictions in performing his judicial duties.
3. Contractor shall have limited administrative duties insofar as it is necessary to administer the Court and its personnel, but said duties shall not interfere with the Town personnel assigned to the Court insofar as the Town's Personnel Rules and Regulations are concerned. Court personnel's salaries and wages, as well as their rights and obligations, shall remain under the control of the Town provided, however, that this provision shall not in any way deprive Contractor of sufficient, adequate, and competent personnel necessary for Contractor to properly perform his judicial duties and his limited administrative duties.
4. The Town, with the assistance of the Contractor, will make available, independently or in conjunction with Cochise County, at all times during the term of his Agreement, adequate and comfortable physical facilities in which to perform his duties, including filing facilities, supplies, and equipment deemed necessary for the expedient and orderly operation of the Municipal Court.
5. The Town has already engaged judges pro tempore. However, Contractor may, as necessary, recommend to the Town's Common Council, other competent individuals to perform Contractor's duties in cases where Contractor may be prohibited by law, ethics, illness, vacations, overload, and other reasonable reasons from performing his duties. Extended periods during which Contractor is unable or unwilling to perform his duties due to illness, absences, incapacitation, or suspension by higher judicial authority, may be cause for the Town to terminate this Agreement or, at ~~his-Town's~~ option, shall allow the Town to withhold installment payments to Contractor and use said sums to compensate temporary or permanent replacement of Contractor. It is understood by Contractor that he is an Independent Contractor and not entitled to all rights and benefits afforded Town employees save and except for cost-of-living adjustments specifically awarded Contractor by the Town's Common Council, if any, from time to time. Due to one (1) or more Internal Revenue Service rulings, Contractor shall have deducted from his bi-weekly installments any and all Federal and State withholding and taxes, including FICA payments, but Contractor shall not be covered under Workers' Compensation and Unemployment Benefits.
6. It is understood that various Judicial Commissions, the State Legislature or the Arizona Supreme Court may impose additional obligations, duties, and limitations upon Contractor, in which event the provisions of this Agreement shall be modified or terminated, as the case may be, to the extent such Commission, Legislative, or Court directives are imposed and enforced.
7. Contractor recognizes that this Agreement is personal to him, and the benefits accruing to him and duties imposed on him hereunder may not be transferred or assigned, save and except this Paragraph does not alter the provision set forth in Paragraph "5" above.

8. The term of this Agreement shall be for a period of approximately 2 years beginning on January 1, 2025, and expiring on December 31, 2026.
9. The Town hereby agrees to compensate Contractor in the sum of \$900 per month, while the court stays at 2 days per month. ~~Should the court go back to 4 days per month this contract will be renegotiated,~~ If, during the term of this Agreement, the Town's Common Council specifically awards Contractor with one (1) or more cost-of-living increases, it shall be added to the above-mentioned compensation and paid over to the Contractor.
10. The Town hereby agrees to pay registration fees for all mandatory training courses as required by the State Judicial Court System, including pre-approved travel expenses.
11. Irrespective of the provision contained in Paragraph "6" above, and in addition thereto, the Town may terminate this Agreement and cease installments hereunder if, during the term of this Agreement either the Town Council, the Judicial or Legislative Branch, or both, or the State of Arizona, modify, merge, or abolish the lower Court Judicial System, or the Town's Magistrate Court, so as to make performance of this Agreement by Contractor impossible or impractical. Notwithstanding any other provision of this Agreement, the Town's Common Council may cancel this Agreement for "cause", but only after affording Contractor a Due Process hearing before the Council. "Cause" is herein defined to mean misfeasance or malfeasance in office.
12. If on one (1) or more occasions Contractor, for whatever reason, cannot perform a duty required of him and a substitute Judge is called in to perform such duties, the costs and fees for such substitute Judge or Judges shall be at the sole expense of the Contractor. This provision does not apply in cases where the Rules of Criminal Procedure A.R.S. require the Contractor to recuse himself and not hear a matter. In such cases where the Contractor has a conflict of interest, the Town shall pay for a *Pro Tem* Judge.
13. *Compliance with Applicable Legal Authorities.* Contractor shall be responsible for his and the Magistrate Court's compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements, including, but not limited to, the federal and state constitutions and the rules of criminal procedure.
14. *Non Discrimination.* Neither Party shall discriminate against any individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, 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.
15. *Governing Law.* This Agreement, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time. The Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement or resolve disputes hereunder shall be in Cochise County, Arizona. Each and every provision of Arizona state or federal law which is required to be in this Agreement, is hereby deemed to be incorporated herein by this reference.

CONTRACTOR: Hon. Keith Barth

TOWN: Town of Huachuca City, Arizona

Signature

Johann Wallace, Mayor

Date Signed: _____

Date Signed: _____

ATTEST:

APPROVED AS TO FORM: Town Attorney

Brandye Thorpe, Town Clerk

Thomas Benavidez

Date Signed: _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Stotz Equipment
331 W. Rex Allen Drive
Willcox, AZ 85643
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
331 W. Rex Allen Drive
Willcox, AZ 85643
520-766-0610
salesleads@stotzeq.com

Quote Summary

Prepared For:

TOWN OF HUACHUCA CITY
500 N GONZALES BLVD
HUACHUCA CITY, AZ 85616
Business: 520-456-1354

Delivering Dealer:

Stotz Equipment
Glenn Childers
331 W. Rex Allen Drive
Willcox, AZ 85643
Phone: 520-766-0610
gchilders@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote ID: 31957205
Created On: 08 November 2024
Last Modified On: 12 November 2024
Expiration Date: 06 December 2024

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE 5100E Cab Tractor	\$ 65,363.35	1	=	\$ 65,363.35
Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)				
Price Effective Date: November 11, 2024				
JOHN DEERE RC7R Lift Type Rotary Cutter - 540 RPM PTO	\$ 9,707.48	1	=	\$ 9,707.48
Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)				
Price Effective Date: November 11, 2024				
Equipment Total				\$ 75,070.83

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 75,070.83
Trade In	
SubTotal	\$ 75,070.83
Sales Tax - (8.60%)	\$ 6,456.09
Total	\$ 81,526.92
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 81,526.92

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31957205 Customer Name: TOWN OF HUACHUCA CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Stotz Equipment
331 W. Rex Allen Drive
Willcox, AZ 85643
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
331 W. Rex Allen Drive
Willcox, AZ 85643
520-766-0610
salesleads@stotzeq.com

JOHN DEERE 5100E Cab Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)

Selling Price *

Price Effective Date: November 11, 2024

\$ 65,363.35

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697RP	5100E Cab Tractor	1	\$ 79,564.00	19.00	\$ 15,117.16	\$ 64,446.84	\$ 64,446.84
Standard Options - Per Unit							
182A	Less AutoTrac™/ Less ISOBUS	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ Modem	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F x 12R PowrReverser™ Transmission	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1799	Less Loader Prep Package	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2120	Air Suspension Seat	1	\$ 906.00	19.00	\$ 172.14	\$ 733.86	\$ 733.86
3025	Deluxe Corner Post Exhaust	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Stackable Rear Valve with Lever Controls	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid Valves	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Two Speed PTO - 540/540E rpm	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
5112	18.4-30 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (Mechanical Front Wheel Drive) Front Axle	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6118	12.4-24 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 906.00		\$ 172.14	\$ 733.86	\$ 733.86
Technology Options/Non-Contract/Open Market							
1900	Less Display	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 31957205 **Customer Name:** TOWN OF HUACHUCA CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Stotz Equipment
331 W. Rex Allen Drive
Willcox, AZ 85643
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
331 W. Rex Allen Drive
Willcox, AZ 85643
520-766-0610
salesleads@stotzeq.com

Dealer Attachments/Non-Contract/Open Market							
BSJ10638	LED Beacon Light Kit - Cab	1	\$ 225.50	19.00	\$ 42.85	\$ 182.65	\$ 182.65
Dealer Attachments Total			\$ 225.50		\$ 42.85	\$ 182.65	\$ 182.65
Value Added Services Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 80,695.50		\$ 15,332.15	\$ 65,363.35	\$ 65,363.35

JOHN DEERE RC7R Lift Type Rotary Cutter - 540 RPM PTO

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)

\$ 9,707.48

Price Effective Date: November 11, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22QHP	RC7R Lift Type Rotary Cutter - 540 RPM PTO	1	\$ 12,773.00	24.00	\$ 3,065.52	\$ 9,707.48	\$ 9,707.48
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 12,773.00		\$ 3,065.52	\$ 9,707.48	\$ 9,707.48



United States Department of Agriculture

October 31, 2024

Town of Huachuca City
Ms. Suzanne Harvey
500 N. Gonzales Blvd.
Huachuca City, AZ 85616

Re: Request for Obligation of Funds
CDS Grant: \$336,000

Dear Ms. Harvey:

Funds have been obligated for your grant request and a copy of Form RD 1940-1, Request For Obligation of Funds, is enclosed. This letter serves as notification that the grant has been approved.

If you have any questions or need additional information, please contact Debra Stewart at (602) 280-8746, email debra.stewart@usda.gov; or Vanessa Garcia at (602) 280-8745, email vanessa.garcia@usda.gov.

Sincerely,

A handwritten signature in black ink that reads "Vanessa Garcia".

VANESSA GARCIA
CP Specialist

USDA RURAL DEVELOPMENT
Arizona State Office
230 N. First Avenue, Suite 206
Phoenix, AZ 85003

Voice (602) 280-8745 | Fax (855) 699-8035 | TDD (602) 280-8705
USDA is an equal opportunity provider, employer, and lender.

CF - CDS

USDA
Form RD 1940-1
(Rev. 06-10)

REQUEST FOR OBLIGATION OF FUNDS

FORM APPROVED
OMB No. 0570-0062

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 02-015-854149370		LOAN NUMBER Grant 88316	FISCAL YEAR 2025
2. BORROWER NAME Town of Huachuca City		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Arizona	
		5. COUNTY NAME Cochise	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AIAN 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEM-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 941 (See FMI)	20. PURPOSE CODE 1	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$336,000.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR 10/23/2024	28. INTEREST RATE 0%	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR 10/23/2024		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date 10/22, 20 24

Suzanne Harvey, Town Manager (Signature of Applicant)

Date _____, 20 _____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

MICHAEL DEAN DEAN Date: 2024.10.23 09:14:54 -07'00' (Signature of Approving Official)

Typed or Printed Name: Michael Dean

Date Approved: 10/23/2024 Title: Community Programs Director

38. TO THE APPLICANT: As of this date 10/31/2024, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

BUDGET INFORMATION - Non-Construction Programs

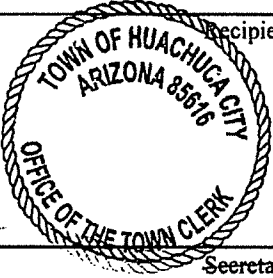
SECTION A - BUDGET SUMMARY

OMB Number: 4040-0006
Expiration Date: 02/28/2025

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Fire Mitigation Project		\$ 336,000.00	\$ 112,000.00	\$	\$	\$ 448,000.00
2.						
3.						
4.						
5. Totals		\$ 336,000.00	\$ 112,000.00	\$	\$	\$ 448,000.00

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

 (CORPORATE SEAL)
 Attest


 Secretary

Town Clerk

Suzanne D. Harvey

 Recipient
 Town of Huachuca City

 Name of Corporate Recipient
 By *S.L. King*

 Town Mgr President

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant		(c) State		(d) Other Sources		(e) TOTALS	
8.	Fire Mitigation Project	\$	112,000.00	\$		\$		\$	112,000.00
9.									
10.									
11.									
12. TOTAL (sum of lines 8-11)		\$	112,000.00	\$		\$		\$	112,000.00

SECTION D - FORECASTED CASH NEEDS

		SECTION D - FORECASTED CASH NEEDS				
		Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13.	Federal	\$ 336,000.00	\$ 336,000.00	\$	\$	\$
14.	Non-Federal	\$ 112,000.00	\$ 112,000.00	\$	\$	\$
15. TOTAL (sum of lines 13 and 14)		\$ 448,000.00	\$ 448,000.00	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)				
		(b) First	(c) Second	(d) Third	(e) Fourth	
16.	Fire Mitigation Project	\$	\$	\$	\$	\$
17.						
18.						
19.						
20. TOTAL (sum of lines 16 - 19)		\$	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment	448,000.00				448,000.00
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	448,000.00				448,000.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	448,000.00				448,000.00
7. Program Income	\$	\$	\$	\$	\$

Authorized for Local Reproduction

COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated October 31, 2024, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

1. Grantee Name & Address HUACHUCA CITY, TOWN OF 500 N Gonzales Blvd Huachuca City, AZ 85616-9610	2. Unique Entity ID. JVP4V8QFNHD7 3. Case No. 02-015-*****6756
4. Federal Award Identification Number (FAIN)	5. Award Date 10/23/2024
6. Performance Start Date 10/23/2024	7. Performance End Date 10/23/2029
8. Amount of Federal Funds Obligated for this Action, 336,000.00 and Total Amount of Federal Funds Obligated 336,000.00	9. Amount of Matching/Other Funds (if applicable) 112,000.00
10. Total Project Cost (Budget Approved Amount) 448,000.00	11. Award as Percentage of Total Project Cost 75.00 %
12. Grantee Contact (Name, Title, Contact Info) Suzanne Harvey - Town Manager (520) 456-1354	13. Agency Contact (Name, Title, Contact Info) Debra Stewart, CP Specialist (602) 280-8746 debra.stewart@usda.gov
14. Description of Real Property covered by the grant N/A	15. Description of Equipment covered by the grant Class 6 Brush Truck Brush Hog Tiger Twin Rotary Tractor Mower

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0173 and 0575-0200. Public reporting for this collection of information is estimated to be approximately 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing, and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 3570-B, Community Facilities Grant Program, and Section 1002 of the American Rescue Plan Act. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRequests@usda.gov.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.

a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.

b. **Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.

c. **Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.

d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.

e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.

f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$ 50,400.00 for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

- g. Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

- 2. Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.

- 3. Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

 - a. Form SF-425, “Financial Status Report.”** Reports are due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

 - Annually: January 1 - December 31
 - Annually: July 1 - June 30
 - Semi-Annually: January 1 – June 30 and July 1 – December 31
 - Semi-Annually: April 1 – September 30 and October 1 – March 31
 - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

 - b. Performance Reports.** SF-PPR, “Performance Progress Report” is due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

 - Annually: January 1 - December 31
 - Annually: July 1 - June 30
 - Semi-Annually: January 1 – June 30 and July 1 – December 31
 - Semi-Annually: April 1 – September 30 and October 1 – March 31
 - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;
- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 120 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
- ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. §15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
 - a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
 - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
 - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
 - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
 - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;
8. **Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

- a. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:
 - i. Activities sponsored by the Agency.
 - ii. Activities sponsored by other Federal agencies.

- b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.

- c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :
 - i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

 - ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.

 - iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
 - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
 - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
 - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
 - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
 - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.344.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.345 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the Unique Entity ID Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, “you” in Attachment B shall mean “Grantee” as defined hereunder;
 18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.
 19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
 20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee’s proper request according to Section II.A.1.c.
 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
 - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. **Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

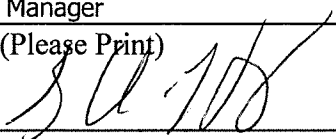
Name (Please Print)

Suzanne Harvey

Town Manager

Title (Please Print)

Signature



10/31/2024

Date

Approved by the United States of America, Rural Housing Service by:

Name (Please Print)

Michael Dean

Community Programs Director

Title (Please Print)

Signature

Date

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

ATTACHMENT B

I. Reporting Executive Compensation.

A. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

B. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- C. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
1. Subawards, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
- D. *Definitions.* For purposes of this award term:
1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a
 - f. non-Federal entity.
 2. *Executive* means officers, managing partners, or any other employees in management positions.
 3. *Subaward:*
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. *Subrecipient* means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - a. *Salary and bonus.*
 - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTACHMENT C

I. System for Award Management and Universal Identifier Requirements

- A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Unique Entity ID Numbers.
The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. The DUNS Number is no longer valid for federal award identification. On April 4, 2022, the Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government.
- C. Definitions. For purposes of this award term:
1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 2. The Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government. The Unique Entity ID is generated in SAM.gov. If you are registered in SAM.gov (active or not), you already have a Unique Entity ID. It is viewable at SAM.gov. If you are new to SAM.gov and will be registering for the first time, you will get your Unique Entity ID (SAM) during registration.
 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.







Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

RESOLUTION No. 2024-12

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, CANVASSING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 5, 2024.

WHEREAS, the Town of Huachuca City, Cochise County, Arizona, held a General Election on the 5th day of November, 2024, for a popular vote on: a proposition for extension of the Alternative Expenditure Limitation “Home Rule Option,” and three councilmember seats; and

WHEREAS, the election returns have been presented to and have been canvassed by the Town Council.

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

SECTION 1. That the total number of ballots cast at the general election, was XXXX.

SECTION 2. That the votes cast for Proposition 424, extension of the Home Rule Option, were as follows:

	<u>Vote Total</u>
Yes	xxx
No	xxx

SECTION 3. That it is hereby found, determined and declared of record, that Proposition 424, extension of the Home Rule Option, has been approved by the voters in the affirmative.

SECTION 4. That the votes cast for the candidates for the three councilmember seats, were as follows:

<u>Name</u>	<u>Vote total</u>
Christy Hirshberg	xxx
Danielle Cardella	xxx
<i>Official Write-in, Nallely Arreola</i>	xxx
<i>Unofficial Write-in</i>	xxx

SECTION 5. That it is hereby found, determined and declared of record, that the following three candidates did receive the greatest number of votes of the electors of the Town voting on the three councilmember seats:

Christy Hirshberg
Danielle Cardella
Nallely Arreola

SECTION 6. Pursuant to the Town Code, section 2.15.015 (C), the three successful candidates [Christy Hirshberg, Danielle Cardella and Nallely Arreola] shall be declared elected to the office of Councilmember of the Town of Huachuca City, effective immediately; and the Town Clerk is hereby directed to issue to them Certificates of Election for their respective terms of office.

SECTION 9. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 14th DAY OF NOVEMBER, 2024.

Johann Wallace, Mayor

ATTEST:

Approved as to Form:

Brandye Thorpe, Town Clerk

Thomas Benavidez, Town Attorney