TOWN OF HUACHUCA CITY

The Sunset City

HUACHUCA CITY TOWN COUNCIL
REGULAR MEETING NOTICE
Thursday, September 10, 2026, 6:00 pm
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616
The meeting room will be open by 5:30 PM

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 and authority 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 August 27, 2026.

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/Building Official/Town Attorney]: Review of a draft Intergovernmental Agreement with the Tombstone Unified School District for cooperation in erecting and operating a digital marquee sign to replace the existing sign located on Town property at Highway 90 and School Drive. The Town will also discuss the size, use and appearance of the marquee sign.

E.2 Discussion and/or Action [Suzanne Harvey/Building Official/Town Attorney]: Review of the Town's Code provisions concerning the permissible height of residential yard fences and hedges/shrubs. Affecting Code sections 16.15.030 and 18.100.100.

E.3 Discussion and/or Action [Building Official]: Town Code Updates – The Building Official is recommending that the Council consider updating, adopting and amending the following codes. The Council might authorize the updates and/or schedule a study session to evaluate their impact:

1. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," BY REPLACING THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, AT CHAPTER 15.30, WITH THE INTERNATIONAL FUEL GAS CODE, 2024 EDITION, WITH AMENDMENTS.**

2. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," CHAPTER 15.20 "EXISTING BUILDING CODE," TO UPDATE FROM THE 2018 TO THE 2024 EDITION OF THE INTERNATIONAL EXISTING BUILDINGS CODE WITH AMENDMENTS.**

3. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," CHAPTER 15.35 "MECHANICAL CODE," TO UPDATE FROM THE 2018 TO THE 2024 EDITION OF THE INTERNATIONAL MECHANICAL CODE WITH AMENDMENTS.**

4. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," CHAPTER 15.25 "PLUMBING CODE," TO UPDATE FROM THE 2018 TO THE 2024 EDITION OF THE INTERNATIONAL PLUMBING CODE WITH AMENDMENTS.**

5. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," CHAPTER 15.15 "ELECTRICAL CODE," TO UPDATE FROM THE 2020 TO THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE WITH AMENDMENTS.**

6. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION" BY UPDATING FROM THE 2018 TO 2024 EDITION OF THE INTERNATIONAL BUILDING CODE, WITH AMENDMENTS.**

7. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," CHAPTER 15.10 "RESIDENTIAL CODE," TO UPDATE FROM THE 2018 TO THE 2024 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO-FAMILY DWELLINGS WITH AMENDMENTS.**

8. **AMENDING THE TOWN CODE SECTIONS 2.65.140 AND 15.50.01 TO UPDATE FROM THE 2018 EDITION TO THE 2024 EDITION OF THE INTERNATIONAL FIRE CODE, WITH AMENDMENTS.**

9. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," BY REMOVING THE ENERGY CONSERVATION CODE FROM CHAPTER 15.40.**

10. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," BY REMOVING THE UNIFORM HOUSING CODE FROM CHAPTER 15.45.**

11. **AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," CHAPTER 15.60 "BUILDING PERMITS," TO ADOPT NEW EXEMPTIONS FROM BUILDING PERMIT REQUIREMENTS.**

E.4 Discussion and/or Action [Town Manager]: Update on the search for a new Town Clerk.

E.5 Discussion and/or Action [Town Manager]: After action review of the Town's Summer Splash Program.

E.6 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2026-16 - A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, DECLARING SEPTEMBER 26, 2026, AS "MESOTHELIOMA AWARENESS DAY."

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on September __, 2026, at the following locations:

Town Hall Bulletin Board	Town Hall Lobby	Town Website
500 N. Gonzales Blvd.	500 N. Gonzales Blvd.	https://huachucacityaz.gov

Huachuca City, AZ 85616	Huachuca City, AZ 85616	
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

Suzanne Harvey
Interim 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
August 27, 2026, 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, Johnathan Gonzales, Danielle Cardella, Nallely Arreola, Town Manager and Interim Town Clerk Suzanne Harvey (Not voting), Town Attorney Thomas Benavidez (Not voting).

Absent: Mayor Pro Tem Cynthia Butterworth

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.

Elder Thomas delivered an invocation.

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.

No Call to the Public was received related to non-agenda items.

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 August 13, 2026
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

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 rate increase for trash services due to increased costs for fuel. The Council will hear comments from members of the public before taking action on this item.

Mayor Wallace addressed Mr. Andre Newcomb, whether he wanted to speak on the Animal Shelter. Mr. Newcomb clarified that he wished to speak to council on specific agenda item E.1

Mayor Wallace recognized Mr. Andre Newcomb, who made comments to the Council regarding that fuel and energy pricing is heavily influenced by broader market and regulatory factors and suggested that recent petroleum price increases may be tied to supply and demand pressures related to large construction and transport projects (such as border fence construction).

Motion: Approve the rate increase of .70 cents per trash can for trash services due to the increased costs of fuel. Action: Approve, moved by Johann Wallace, Seconded by Debra Trate

Motion passed unanimously.

E.2 Discussion and/or Action [Suzanne Harvey]: Approval of transferring the Town's partial ownership interest in Cochise County Parcel No. 106-47-057B [450 Huachuca City Blvd.] to the County for its planned animal shelter. Discussion may include the shelter project and possible Town use and staffing of the shelter, and cooperation with the County.

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

Mayor Wallace recognized Sharon Gilman, Cochise County Administrator who stated she supports and requested the Town's conveyance of a narrow strip of Town-owned land running from the city parking lot, across School Avenue and sidewalks, under the building that is planned to become the new county offices. A recent survey revealed this ownership issue, escrow was extended for the County's due diligence, APS has agreed in writing to convey its adjacent strip, and the County is scheduled to close on the property 8/28/2026.

Motion: Approve the transfer of the town's parcel ownership interest in Cochise County parcel number 106-47-057B as in Bravo, located at 450 Huachuca Boulevard to the county for its planned animal shelter. Action: Approve, moved by Johann Wallace, Seconded by Debra Trate

Motion passed unanimously.

E.3 Discussion and/or Action [Suzanne Harvey]: Designation of the Town Manager as the Town's Authorized Executive for implementation of and compliance with the ADOT Group Transit Asset Management Plan.

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

Town Manager Suzanne Harvey explained that, as a recipient of 5310 grant funds for the city bus (recently reinstated after being lost years ago), the Town is required to participate in

ADOT's Transit Asset Management Plan to safeguard and properly maintain the bus, which remains an ADOT asset until a set point. She and the transit manager have reviewed the plan and she requested to be designated as the Town's authorized executive for ongoing compliance and reporting, with the signed plan due to ADOT by mid-September.

Motion: To designate the town manager as the town's authorizing executive for implementation of and compliance with the ADOC Transit Asset Management Plan. Action: Approve, moved by Johann Wallace, Seconded by Debra Trate

Motion passed unanimously.

E.4 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2026-15 - A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, ARIZONA, DECLARING THE MONTH OF SEPTEMBER 2026, AS "CHILDHOOD CANCER AWARENESS MONTH."

Motion: Item E.4 Action: PROCLAMATION NO. 2026-15, moved by Johann Wallace, Seconded by Debra Trate

Mayor Wallace read the proclamation.

F. Reports of Current Events by Council

Councilmember Thompson- "I have nothing to report."

Councilmember Trate- "No, nothing right now."

Councilmember Arreola- "Nothing right now. Thank you."

Councilmember Gonzales- "Recently went to the Hispanic Chamber of Commerce meeting. It was very informative. I got to meet a lot of new people, including the Mexican consulate of this. It was a really cool event. I look forward to going to the next one."

Councilmember Cardella- None, present until 6:13pm

Mayor Pro Tem Butterworth- Absent

Mayor Wallace- "Yeah, I went down the Hispanic Shammer mixture as well. It was always fun to see Dan and crew. Other than that, it's been fairly quiet the past couple weeks. I really have nothing else to add. So. Maybe not coming up yet."
Suzanne Harvey- "And the upcoming event? The debate."
Mayor Wallace- "Well, we've got one more meeting. So we have a debate or forum happening on the 26th of September. It's a Saturday at noon o'clock between the two candidates that we have for mayor, for the next mayor. So that's happening. We'll put it out. I mean, I mentioned it again at our next meeting because we still got it.

Actually, we've got two meetings between then and now. But yeah, so that's going to be happening on the 26th and be on the lookout. We can put information in the flyer about it coming into the town newsletter and just working with the Sky Islands, Sky Islands put some stuff out as well. So got confirmation from one candidate, now waiting for confirmation from the other candidate, then they'll be there. But either way, we're going to have a forum, whether it's a debate or a Q&A, we're doing something on the 26th."

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 September 10, 2026.

_____
Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Suzanne Harvey,
Interim 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 September 10, 2026. I further certify that the meeting was duly called and a quorum was present.

_____
Ms. Suzanne Harvey,
Interim Town Clerk

Option A

Paint Colors

GOLD BLACK WHITE

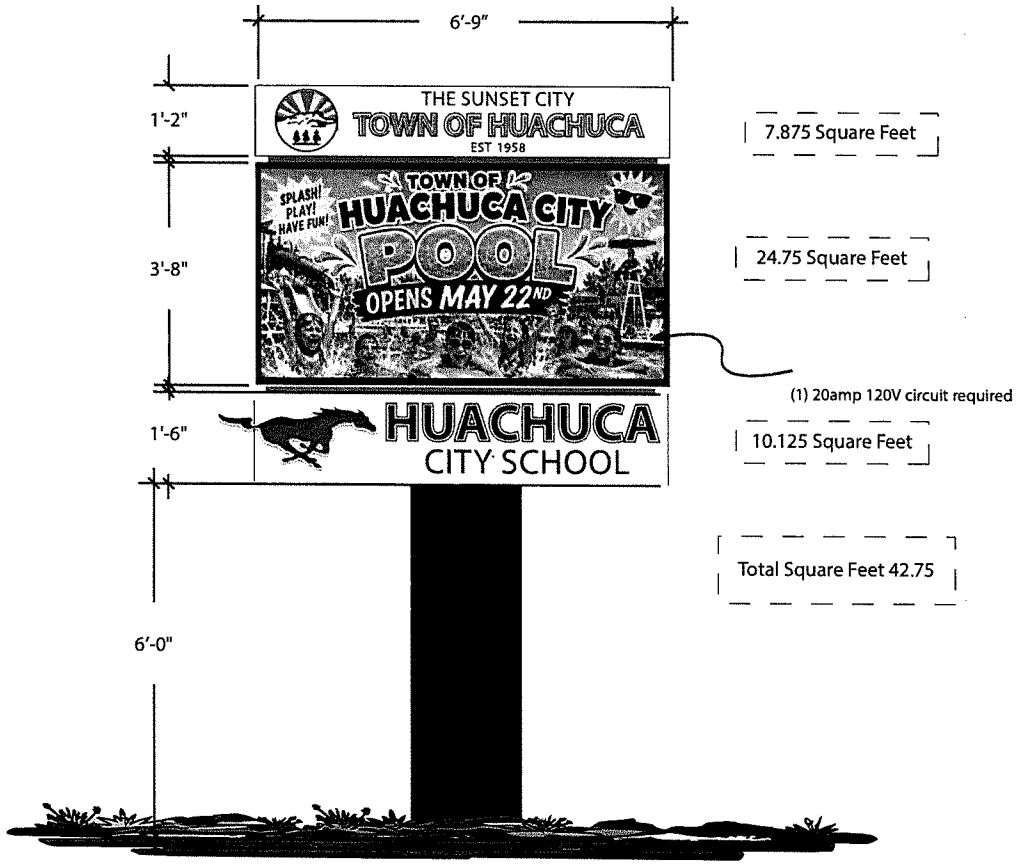
Sign Specifications

Top & Bottom Cabinet:
Illuminated aluminum cabinet
face overlaid with 3M vinyl film.
Logo to be flat cut outs overlaid with vinyl film.

Message Centers:
(2) Single Face 3'-8" x 6'-9" Daktronics 15.8mm RGB LEDS
Signs to communicate via cellular modem

Dig Footings & Install Pipe.

Install new pole cover.



precise sign co.
107 S 57th Dr
phoenix, arizona 85043
602.278.2906
fax 602.278.2523
email: amanda@precisesign.com

FONT SELECTION: Customer Custom Layout

This is an original unpublished drawing submitted solely for the project being planned. It is not to be reproduced in any manner or shown to persons outside your organization without the express written authorization of Precise Sign Company.

CUSTOMER:

LANDLORD:

PROJECT: Tombstone Marquee
Tombstone, AZ

Date: 06.22.25
Revisions:

DESIGN NO. 06.22.25.1

SHEET NUMBER .01

Paint Colors

GOLD BLACK WHITE

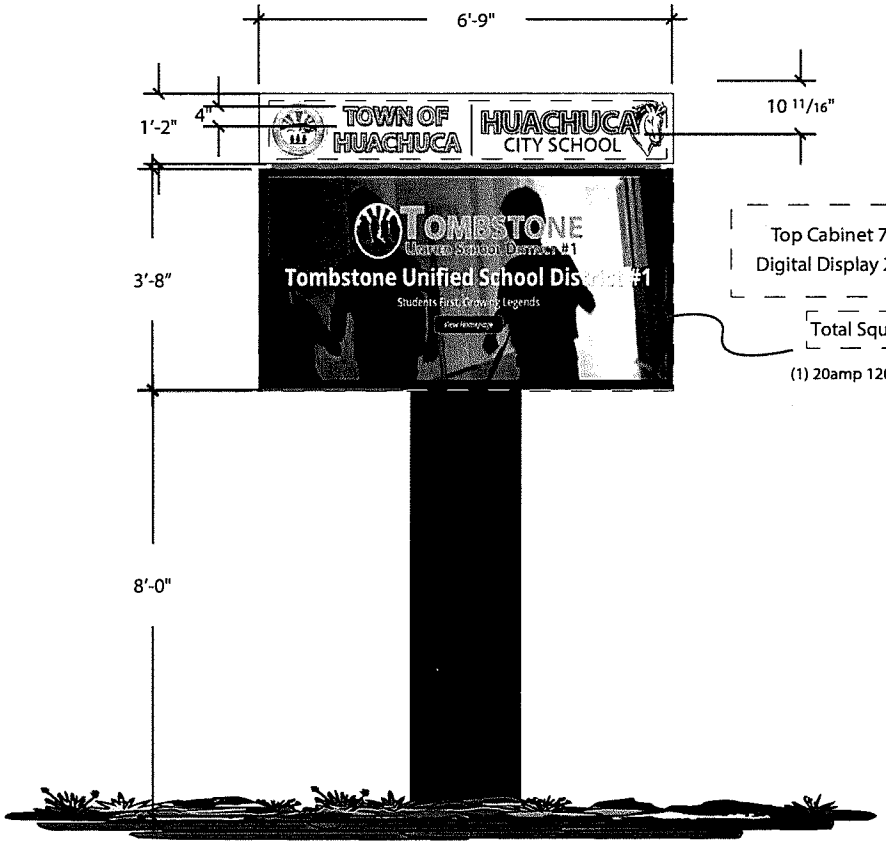
Sign Specifications

Top Cabinet:
Illuminated aluminum cabinet
face overlaid with 3M vinyl film.
Logo to be flat cut outs overlaid with vinyl film.

Message Centers:
(2) Single Face 3'-8" x 6'-9" Daktronics 15.8mm RGB LEDS
Signs to communicate via cellular modem

Dig Footings & Install Pipe.

Install new pole cover.



precise sign co.
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phoenix, arizona 85043
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CUSTOMER:

LANDLORD:

PROJECT: Tombstone Marquee
Tombstone, AZ

Date: 06.22.25
Revisions:

DESIGN NO. 06.22.25.1

SHEET NUMBER .02

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOMBSTONE UNIFIED SCHOOL DISTRICT
AND
TOWN OF HUACHUCA CITY

This Intergovernmental Agreement ("**IGA**") is entered into this ____day of _____, 20____, by and between the Tombstone Unified School District ("**TUSD**" or "**District**") and the Town of Huachuca City ("**Town**"), each of which is a public entity of the State of Arizona as that term is defined Arizona Revised Statutes (A.R.S.) § 11-951. TUSD and Town may be referred to herein individually as "**Party**" and collectively as "**Parties.**"

RECITALS

WHEREAS, the District and Town are authorized to enter into this Agreement pursuant to A.R.S. §11-952;

WHEREAS, the Parties have a history of successful and productive cooperation on a number of subjects and there are separate agreements between them which are not meant to be superseded or modified by the Agreement;

WHEREAS, the Parties have a mutual interest in erecting a new digital marquee sign [the "New Marquee"] bearing both the District and Town names to promote advertisements to increase revenue of the District and Town;

WHEREAS, the New Marquee will replace an existing digital sign owned by the Town, situated at the corner of AZ Highway 90 (also known as Huachuca Boulevard) and School Drive on property owned by the Town, County Parcel No. 106-47-057A; and

WHEREAS, it is mutually beneficial for the District and Town to operate the marquee jointly, versus either operating it solely.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parties hereby agree as follows:

I. PURPOSE

The purpose of this IGA is to establish coordination and cooperation between the Parties for ~~the process of~~ erecting, operating and maintaining ~~a digital marquee~~the New Marquee and promoting advertisements to increase revenue to the Parties. ~~The marquee shall be located at the corner of AZ Highway 90 (also known as Huachuca Boulevard) and School Drive, and will replace the existing marquee.~~

II. TERM, TERMINATION, AND RENEWAL

1. This Agreement shall be effective on the date both Parties sign below and shall remain in effect ~~for a period of 5 years~~through December 31, 2031.
2. Either Party to this IGA may request a renewal of this IGA, for subsequent ~~5 year~~ term(s) by providing advance notice at least thirty (30) days prior to the termination date. Any renewal of this IGA must be via a written mutually agreed upon and signed Amendment to this IGA.
3. This IGA may be terminated without cause only upon written mutual agreement by the Parties, or with cause as expressly defined herein.
4. Either Party may terminate this Agreement for cause, if, after providing written notice to the other Party of a material error or failure to conduct their responsibilities under this Agreement, the other Party fails to rectify the issue after thirty (30) days. In such event, the noticing party must provide ten (10) days' notice of termination at the conclusion of the thirty day cure period.
5. This IGA shall terminate in the event of the destruction or significant damage to the New Marquee, which is not covered by any applicable insurance policy providing sufficient coverage to repair or replace it. Any recovered insurance proceeds shall belong to the Town, exclusively, and Town agrees to apply such proceeds to repair or replace the New Marquee, if such proceeds are sufficient to do so. Nothing herein shall impose a duty on either party to repair or replace the New Marquee, if there is insufficient insurance coverage to do so.

~~4.~~6. Upon termination, expiration or cancellation of this Agreement, the New Marquee, as a fixture upon property owned by the Town, shall remain the sole property of the Town.

III. ACTIONS BY THE PARTIES

A. District Responsibilities

1. District shall be responsible ~~to manage~~for managing the procurement processes to remove and dispose of the existing ~~obtain the purchase of the~~ digital marquee, acquire and install the New Marquee, and engage a company to run advertisements.
2. District shall obtain prior approval of the cost, plans and design of the New Marquee from the Town Manager prior to contracting for its acquisition and installation.
3. District shall require its contractor to obtain a permit from the Town before initiating installation of the New Marquee to ensure that it complies with the Town's codes.

~~1.~~4. District shall assign the warranties on the New Marquee and its installation to the Town.

~~2.~~5. District shall organize and arrange training for the Parties' employees needed for operation of the New ~~m~~Marquee.

~~3.~~6. District shall hold the main account for advertiser's payments, with shared costs distributed to the Town as outlined herein.

B. Town Responsibilities

1. Town shall waive any permit or inspection fees.

~~1.~~2. Upon completion of installation, Town's final inspection and acceptance of the New Marquee, and District's assignment of all warranties, Town shall be responsible for operational maintenance and insurance of the ~~Property and~~New ~~marquee~~Marquee and the property on which it is situated. The Town shall have the District identified as an additional insured party on the Town's liability policy with respect to personal injury or property damage alleged to have been caused by the New Marquee.

~~2.~~3. Town shall be responsible to supply electricity to the location of the New ~~marquee~~ Marquee and any other expenses associated with electricity.

~~3.~~4. Town shall have a sub-account for advertiser's payments with permission to post or remove advertisements related to the Town's advertisers only.

C. Mutual Agreements

1. District and Town shall share financial responsibility for erection and operation of the ~~digital~~ New ~~marquee~~Marquee. The financial burden shall be split 60% to 40%, with the District responsible for 60% of the financial costs and the Town responsible for 40% of the financial costs.
2. To the fullest extent allowed under applicable law, District and Town agree to select advertisements and messages that do not interfere with the reputation, mission or community sensibilities of the other Party and advertisements shall never include depictions or promotions of weapons, drugs, alcohol, tobacco products, profanity, ~~any~~ sexual or sexual orientation content or ~~promotion of unlawful actions or businesses~~ ballot measures, campaigns or candidates.
3. District and Town shall each be permitted to obtain advertisements for the marquee with an even split of five advertisements each at any given time.

~~3.~~4. Each Party shall provide five business days' advance notice, via email, before posting a new advertisement to allow the other Party an opportunity to review and object to specific ad content. The Parties agree to work in good faith to resolve concerns regarding ad content applying the criteria described in subsection (2), above.

IV. GENERAL TERMS AND CONDITIONS

A. Notices. All notices to the other Party required under this IGA shall be in writing and sent to the following personnel:

If to TUSD:
Superintendent
Tombstone Unified School District
[insert email address]
815 Freemont St.
Tombstone, AZ 85638
(520) 457-8542

If to Town: ~~Mayor~~ Town Manager
Town of Huachuca City
sdharvey@huachucacityaz.gov
500 N. Gonzales Blvd.
Huachuca City, AZ 85616
(520) 456-1354

B. **Modification.** This IGA shall not be modified, except by a mutually signed written agreement between the Parties.

C. **Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. This IGA shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This IGA shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this IGA confers any right to any person or entity not a party to this IGA.

D. **Governing Law and Venue.** To the maximum extent possible, terms and conditions of this IGA shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this IGA shall be brought in an Arizona court in Cochise County.

E. **Records.** All books, accounts, reports, files, and other records relating to this IGA shall be kept for five (5) years after termination of this IGA, or for a longer period if required by their respective records retention schedules. Each Party acknowledges and agrees that the other Party shall respectively administer records in its possession according to applicable laws, regulations, rules, and policies.

F. **Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this IGA, and if the dispute cannot be settled through negotiation within 60 days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this IGA shall be brought in the Cochise County Superior Court.

G. **Non-assignment.** This IGA has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this IGA, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

H. **Entire IGA.** This IGA represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral, regarding the New Marquee. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this IGA shall be valid unless made in writing and signed by the Parties.

I. **Severability.** If any part, term or provision of this IGA shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

J. **Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this IGA.

K. **Other Duties Imposed by Law.** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

L. **Compliance with Laws and Policies.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

M. **Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

N. **Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act, including flow down of all provisions and requirements to any subcontractors. In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

O. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

P. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

Q. **Headings.** The section headings throughout this IGA shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

R. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the canceling

party shall have no further obligation other than for payment for services rendered prior to cancellation.

S. **Uncontrollable Events.** No Party shall be considered to be in default of this IGA if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

T. **Counterparts.** This IGA may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

U. **Indemnity**. Unless otherwise expressly provided, the parties shall be individually responsible for the conduct of its own operations and performance of obligations under the Agreement and for any accidents, injuries to or the death of persons or damage or loss of property arising out of negligent or wrongful acts omissions by its officers, agents or employees acting in the course or scope of their employment and/or while performing duties undertaken pursuant to this agreement. To the extent allowed by law, the parties shall each indemnify the other for the acts or omissions of its own officers, agents, or employees acting in the course or scope of their employment that may lead to any claims, liability, loss, or expense brought against the other party, including reasonable costs, collection expenses, and attorney's fees incurred in the defense of the claim.

IN WITNESS WHEREOF, the Parties thereto have executed this IGA on the date written below.

Tombstone Unified School District
Dated:_____

By:_____
Sarah Cox
Title: Superintendent

Huachuca City
Dated:_____

By:_____
Johann Wallace
Title: Mayor

Tombstone Unified School District

Huachuca City

Dated:_____

By:_____
Brittany Reiner
Title: Attorney for District

Dated:_____

By:_____
_____ Thomas Benavidez
Title: Attorney for Town

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. 2026-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH TOMBSTONE UNIFIED SCHOOL DISTRICT # 1 FOR COOPERATION IN ERECTING AND OPERATING A DIGITAL MARQUEE SIGN.

WHEREAS, the Town and the School District have a history of successful and productive cooperation on a number of subjects and now wish to cooperate in erecting and operating a digital marquee sign to replace the current sign on Town property located at Highway 90 and School Drive; and

WHEREAS, the Town and the School District have negotiated an agreement for sharing costs for installation, operation and maintenance of the marquee sign, attached hereto as Exhibit "A", and incorporated herein by this reference; and

WHEREAS, A.R.S. 11-952 authorizes agreements between public entities for cooperative actions, and the Town and School District desire to jointly exercise their powers and enter into the Intergovernmental Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreement is in the best interest of Huachuca City and its residents.

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

Section 1. The Town hereby approves the Intergovernmental Agreement, attached hereto as Exhibit "A."

Section 2. The Town's officers are hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Huachuca City.

Section 3. The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10th DAY OF SEPTEMBER, 2026.

Johann Wallace, Mayor

ATTEST:

Suzanne Harvey, Interim Town Clerk

Approved as to Form:

Thomas Benavidez

Thomas Benavidez, Town Attorney

EXHIBIT A

[*Agreement with Tombstone Unified School District must be attached.*]

Town of Huachuca City

PROCLAMATION NO. 2026-16

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING SEPTEMBER, 26, 2026, AS "MESOTHELIOMA AWARENESS DAY."

WHEREAS, mesothelioma is an aggressive and incurable cancer that affects the linings of the lungs, abdomen, or other organs; and

WHEREAS, mesothelioma is most often associated with exposure to asbestos; and

WHEREAS, asbestos was heavily used in the military, shipbuilding, manufacturing, industry, and construction of virtually all office buildings, public schools and homes built before 1980, and has been recognized as the worst occupational health disaster in U.S. history; and

WHEREAS, asbestos continues to be present in such structures to this day; and

WHEREAS, there is no safe level of asbestos exposure; one fiber at one time can be enough to cause mesothelioma; and

WHEREAS, because of occupational, military-related, household, or incidental exposure, and the latency of this disease ranging from 10-50 years between exposure and disease development, tens of millions of Americans are now at risk for developing mesothelioma, including first responders from Ground Zero in New York City on and after September 11, 2001.

NOW, THEREFORE, I, Johann R. Wallace, Mayor of the Town of Huachuca City, by the authority vested in me by the laws of the State of Arizona and Town Code, hereby proclaim September 26, 2026, as Mesothelioma Awareness Day in the Town of Huachuca City. I encourage all the Town's residents and organizations to participate in the Light the World Blue Campaign sponsored by the Mesothelioma Applied Research Foundation to raise awareness of this disease and support the families affected by it.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 10th day of September, 2026.

Johann R. Wallace, Mayor

ATTEST:

Suzanne Harvey, Interim Town Clerk

Thomas Benavidez

Thomas Benavidez, Town Attorney