



# TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL  
PUBLIC MEETING NOTICE  
Thursday, April 11, 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 March 28, 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**

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**E.1 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2024-08**

**A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, DECLARING THE WEEK OF APRIL 13-19, 2024, AS “WEEK OF THE YOUNG CHILD” IN THE TOWN OF HUACHUCA CITY.**

**E.2 Discussion and/or Action [Suzanne Harvey]: Wells Fargo banking and investment options for Town funds.**

**E.3 Discussion and/or Action [Mayor Wallace]: Approval of a new official Town logo.**

**E.4 Discussion and/or Action [Mayor Wallace]: Approval to purchase 6 new laptop computers, 4 new desktop computers, 1 new workstation, 20 new monitors and 2 new rugged laptop computers in the amount of \$24,703.26.**

**E.5 Discussion and/or Action [Suzanne Harvey]: Approval of a contract with Southwest Building Inspection Service for planning, zoning, and building code services.**

**E.6 Discussion and/or Action [Mayor Wallace]: First reading of ORDINANCE NO. 2024-01 AMENDING THE TOWN CODE TITLE 5 “BUSINESS LICENSES AND REGULATIONS,” CHAPTER 5.05 “BUSINESS LICENSES,” TO ADOPT CHANGES TO THE REQUIREMENTS FOR ISSUANCE OF A BUSINESS LICENSE.**

**E.7 Discussion and/or Action [Suzanne Harvey]: RESOLUTION NO. 2024-02 AUTHORIZING THE TOWN TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH THE ARIZONA STATE FORESTER FOR COOPERATION IN FIGHTING FIRES AND ESTABLISHING REIMBURSEMENT RATES.**

**E.8 Discussion and/or Action [Suzanne Harvey]: Selection and approval of projects to be funded with the Town’s allocation of American Rescue Plan Act (ARPA) funds.**

## F. Reports of Current Events by Council

## G. Adjournment

Posted at 5:00 PM on April \_\_, 2024, at the following locations:

<b>Town Hall Bulletin Board</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Hall Lobby</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Website</b> <a href="https://huachucacityaz.gov">https://huachucacityaz.gov</a>
<b>Huachuca City U.S. Post Office</b> 690 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Library</b> 506 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Police Department</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616

*Ms. Brandye Thorpe*

Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Councilmembers, with the exception of confidential material relating to possible executive sessions, is available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

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



# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
March 28th, 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, Christy Hirshberg, Cynthia Butterworth, Jeffrey Ferro, Debra Trate, Jean Smelt, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (not voting), Town Attorney Thomas Benavidez (Not voting).

**Absent:** Danielle Cardella.

**a. Invocation**

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C.1 Consider approval of the Minutes of the Regular Council meeting held on March 14, 2024 and the Work Session held on March 21, 2024.

C.2 Consider approval of the Payment Approval Report.

**Motion:** Approval of the items on the Consent Agenda, **Action:** Open for Discussion and/or Action, **moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

**Motion:** Approve items on the Consent Agenda, **Action:** Approve, **moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

#### **E. 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.*

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**E.1 Discussion and/or Action [Suzanne Harvey]: Approval to submit a Congressionally Directed Spending Request for mapping information technology and a needs assessment of the Town's water system.**

**Motion:** Approval to submit a Congressionally Directed Spending Request for mapping information technology and a needs assessment of the Town's water system, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Jean Smelt.

Town Manager Harvey reminds the Council that last year the Town submitted a Congressionally Directed Spending Request and was lucky enough to get it. They will be purchasing a Class six (6) Fire engine Brush Truck and a Brush Hog in the near future. This round Manager Harvey thought about what the needs of the city were, and it seems to her that our Water Infrastructure is one of the greatest things that we have. So, with Council approval, she plans to submit a Congressionally Directed Spending Request for mapping. She explained that while we have a general idea of where our Water Mains are, we are sometimes surprised, and we don't always know which valves shut off which part of the water. So, when we have a water break, we have to figure that out. It would be good to get it mapped out and at the same time get an assessment of what our infrastructure needs are going to be in the next five (5) to ten (10) years so that we can be working on getting those improvements done. She explained that they would like to hire an outside company to come and do these two (2) things for us if we get the funding. If we don't get the funding, it's still good for us to get an idea of what this is going to cost so that we can start planning for it in our budget. It will take us longer to get there but we would get there.

Mayor Wallace commented for clarification on where it says mapping, information, and technology. This is really talking about the mapping technology for the water meters. Not anything from the I.T. side He explained that there are companies that can actually do an assessment of your water lines by taking these ball sensors and other things down the mains it will actually go through the water and it will tell you what the statues and state of your pipes is. He reminds the Council that they have had some pretty big and decent water breaks, some due to age, others due to construction, but this could, if we could get it, be really huge for the Town to be able to effectively be able to determine the status of our water mains and water lines so that we could proactively get after them and correct them. With this technology they can find small cracks, things that haven't turned into anything big but that could turn into a big problem. Mayor Wallace expressed that he's all for it. He asked if there were any questions. Council had no questions.

Mayor Wallace asked if Councilmember Cardella, having dialed into the meeting, had any questions.

Councilmember Cardella had no questions.

**Motion:** Approve staff to go ahead and submit the Congressionally Directed Spending Request for the mapping and of and the assessment of the Town's water system, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.  
Motion passed unanimously.

## **E.2 Discussion and/or Action [Suzanne Harvey]: Approval to submit a Congressionally Directed Spending Request for replacement and upgrade of water meters throughout the Town.**

**Motion:** Approval to submit a Congressionally Directed Spending Request for replacement and upgrade of water meters throughout the Town, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Town Manager Harvey tells the Mayor and Council that this is the same exact process, but she can submit more than one. She would like to submit a second one for upgrade of all of the water meters so that we can not only read the water meters more accurately and quickly with

fewer errors, which will help the people who live here, but it would also help us to help them to conserve water. It would count to the hundred gallons instead of the thousand gallons, we would be able to identify leaks more easily because we would be getting automated information about the water usage. She tells the Council that we could get information, depending on what we actually get funded on, we could get information down to the hour of water usage for individual addresses. So, a person that comes in and says, "why is my water bill so high?" we would be able to tell them the peak times that they are using water which will then help them determine what they might be using the water on. This is a great opportunity for the Town to upgrade the water meters, which helps us do our job more efficiently, which saves money for the Town. This will also allow residents to have more information and us to have more information so that we can work on conserving water. There is a lot of attention on this as we are in Arizona and water is a precious resource. She reiterates that she plans to submit two (2). She doesn't know that we'll get either one, but she's going to ask. She tells the Council that she does already have some quotes for this one.

Mayor Wallace asked if there were any questions.

Council had no questions.

**Motion:** Approve staff to submit a Congressionally Directed Spending Request for replacement and upgrade of the water meters throughout the Town, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Jean Smelt.

Motion passed unanimously.

### **E.3 Discussion and/or Action [Jim Halterman]: Approval of the purchase of a Tarp Roller in the amount of \$46,936.20.**

**Motion:** Approval of the purchase of a Tarp Roller in the amount of \$46,936.20, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Public Works Director Jim Halterman started by asking if everyone know what a Tarp Roller is.

Mayor Pro Tem Hirshberg answered no sir.

Mayor Wallace commented that some might, and some might not.

Public Works Director Halterman tells the Council that it is a machine that you use to cover your trash instead of dirt, so you can save on dirt. You get them 30 foot wide or 40 feet, but we can't get the 40 foot one because we don't have big enough machinery to handle that. But our 8-16 packer and our D-6 dozer can handle a 30 foot one. He tells the Council that we had an older one that they tried to bring it back to life. It was bought like 15 years ago. The bid they got, there aren't to many companies that make them. What it is, is basically you can put up to 428 feet of tarp on it by about 100 feet long. With the tarp on it, it seems like 8,000 pounds. So, at the end of the day instead of using dirt you pick it up with either the packer or the dozer at the end. The operator doesn't even have to get out of the equipment, it's all remote. You just start unrolling the tarp and you work it all the way out and you cover the trash. We can do it at the end of the day or the weekend. That way we can save on dirt because then you're not covering and then pushing the dirt back off because with none of them when you cover trash, we are moving at least six (6) inches out of the way. In the long run it will save on air space because as you pack, the difference between the trash and the dirt will lend a longer life to the landfill. We're able to make the purchase for more dirt but what happens when we run out of that dirt. They have

received about three bids for a 40 foot to be able to show the Council the cost, which is about \$103,000. A 30 foot from the same company was \$99,000. The company that we currently work with and are established with, we have net 30 credit. They work with us and have sent us techs before without even charging us. Is that price also.

Mayor Wallace commented that he has questions and he's not sure if they're answerable. He asked how often are we buying dirt. Everyday?

Director Halterman answered that we don't buy dirt. We're digging dirt, but if we run out of dirt, we'll have to buy it.

Mayor Wallace replied that we're pulling dirt everyday out of the big pit. Where is, do we have the money for this budgeted for.

Director Halterman answered that yes it was put into this year's budget. We had actually budgeted for \$52,000.

Mayor Wallace asked if, based on the last report, the landfill was still year-to-date in the black. Manager Harvey answered yes.

Councilmember Smelt asked if this includes the tarp.

Director Halterman answered yes. It includes everything, the remote and everything all in one big package. He then shows the Council a picture.

Mayor Wallace asked if there were any more questions.

Council had no questions.

Councilmember Butterworth commented that it's going to save on dirt and covering it and if it's easier than pushing dirt.

Councilmember Trate asked if this would save man hours?

Director Halterman answered yes, it'll save hours from getting dirt.

Mayor Wallace commented that Director Halterman hit on an important point, it kind of protects that air space. Every time that you cover trash with dirt it's slowly building it up. So, if we have a tarp, we can go a couple days, there's more compaction there before we have to cover it with dirt. He had no other questions, but he wants to make sure that we're still tracking good for the landfill. We're almost through this fiscal year and as long as we budgeted for it, we're good. He asked if there were any other questions.

Council had no questions.

**Motion:** Approve the purchase of a Tarp Roller in the amount of \$46,936.20, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

#### **E.4 Discussion and/or Action [Suzanne Harvey]: Approval to waive fees for the swimming pool, except for rental fees.**

**Motion:** Approval to waive fees for the swimming pool, except for rental fees, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Mayor Wallace explained that he had asked Manager Harvey when they met last week, since he knows that we're getting into that pool season, what was the impact on our budget for not charging. There really was no impact on our budget for not charging at the pool. So, he said let's put it on there again. Then last night he was thinking about it, and he doesn't know if we can do it. We might be able to because of the way it is worded but to, just so that we don't



have to bring the waiving minus the rental fees of the pool use fees every year. With the exception of the rental fee, to just take it out of our fee schedule and everything else like that. So just from here until the next Council decides to charge for it, we don't charge for the pool anymore. He asked what the Council thought.

Councilmember Ferro commented that it made sense.

Mayor Pro Tem Hirshberg commented that to charge makes the staff take more time away from the stuff that is really necessary.

Mayor Wallace commented that he noticed that there was a lot more use of the pool. He doesn't know if it was because the heat or because they had waived the fees.

Councilmember Smelt commented that was going to be her question. So, we're not charging, is there a limit to the number of people that can be in the pool at one time.

Manager Harvey answered that there is a limit. We've never reached it.

Councilmember Trate commented that the fees don't really end up paying for anything.

Mayor Wallace asked Attorney Benavidez if because of the way this item is worded is there any problem if the motion he makes involves changing the fee schedule to remove the fees on the swimming pool to exclude the rental fees?

Attorney Benavidez answered that he believes that it is fine, he doesn't have a problem with the agenda item.

Mayor Wallace asked if Councilmember Cardella had any questions.

Councilmember Cardella answered that she had no problems with it.

**Motion:** Go ahead and update the fee schedule to remove the fee associated with the swimming pool with the exception of their rental fees thereby making it a free, until someone on Council decides otherwise, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

#### **E.5 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2024-06 A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY DECLARING THE WEEK OF APRIL 7 - 13, 2024, AS "LIBRARY WEEK."**

**Motion:** Proclamation No. 2024-06 A Proclamation of the Mayor of the Town of Huachuca City Declaring the week of April 7 – 13, 2024, as "Library Week", **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

#### **E.6 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2024-07 A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY DECLARING THE MONTH OF APRIL, 2024, AS "FAIR HOUSING MONTH."**

**Motion:** Proclamation No. 2024-07 A Proclamation of the Mayor of the Town of Huachuca City Declaring the month of April, 2024, as "Fair Housing Month", **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

### **F. Reports of Current Events by Council**

**Councilmember Cardella** is looking forward to Saturday to take her kids to the Easter Egg Hunt at Huachuca City Park. It is from 10am to 12 pm.

**Councilmember Butterworth** comments that they had the Emergency Food Distribution with Salvation Army on the third Friday of the month. She worked on tagging the cars. They started tagging at seven (7) in the morning and they didn't stop until almost 8:30am. So, there were a whole lot of people and sometimes the cars had several households in them. It's definitely a needed item and they ran out of food shortly before 9 o'clock. They had that many people coming through. Yesterday, Karen from SVMPO had a meeting with an organization from Phoenix. She was there to greet them on behalf of the MPO, Caroline was also there. The ladies all had Four (4) five (5) inch binders and they were going to have a discussion as to Title six (6) and how it replies to contractors. She did not stay for that meeting. They are announcing that they are starting part of the state route 90 rehab. Starting it means they are doing the survey. When they're going to finish with that, we don't know. Then they apparently, supposedly, at this time allegedly are then going to do the concrete work on the bridges, weather permitting. And then at some point they are going to do the paving. The project is supposed to take one year, that's working Monday through Friday, not working the holidays and not working on rainy days, snowy days, whatever. So, the year actually translates to a year and a half to two (2) years probably. It's going to be kind of a mess for a while.

**Councilmember Smelt** read the article in the newspaper this week, yesterday, that is about the tiny houses. It's a huge article about Huachuca City. Doctor Jim Johnson was pictured on it. She said that it kind of confused her, so she came in and talked to Manager Harvey. They're saying it's going to be on the other side of the road, not this side. There's no water over there. They said that they own the water. Manager Harvey explained to her that if they want it to be part of Huachuca City, they'll have to give us the water. So, it was confusing because it was a big article that made no sense to her.

**Mayor Pro Tem Hirshberg** said the only thing that she has is that we had lost a member of the staff here, and we had a service, and it was a very nice service. Much attended and she thanked everybody that came out and supported the City.

**Mayor Wallace** begins by saying that March is almost over. We have a couple months left in the fiscal year and based on the last report everybody is doing really well with watching their spending habits. He appreciates that. He knows that we are also working on finishing the audit as well. As Councilmember Cardella mentioned, this Saturday there is going to be an Egg Hunt in the park. It happens every year through the Order of the Eastern Star. He has had a couple questions from the public asking which park it is going to be in. He commented that we need to be clear on our Facebook that it's here at Leffingwell park, over here by the library. Let's make sure that we're clear on that. April is shaping up to be a really busy month. He does have a meeting with the schools principal next week just to sit down and talk to her. He will be attending the Moonshot thing on the 4<sup>th</sup> as well that's being put on by Chamber. He explained that Moonshot is basically like Shark Tank but for local folks, for kids. They have the Moonshot thing next week. On the 19<sup>th</sup> of April is the Hispanic Chamber Mixer. Mayor McCaa is giving a State of the City address for Sierra Vista. He encourages the Council to go if they haven't been to one yet. He believes that he will be doing one for Huachuca City the following month. We're starting to get into the busy time. We got a few more in-services, a few more MAC lunches and everything happening and it's happening.

## G. Adjournment

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

Approved by Mayor Johann R. Wallace on April 11th, 2024.

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Mr. Johann R. Wallace  
Mayor

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

Seal:

**Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on March 28th, 2024. I further certify that the meeting was duly called and a quorum was present.

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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	Date Paid	Voided
<b>10-22250</b>								
10451	AMRRP WC	032724	WC Premium Quarterly	03/27/2024	6,941.15	6,941.15	04/10/2024	
Total 10-22250:					6,941.15	6,941.15		
<b>10-22520</b>								
1030	AFLAC	481128	Supplemental Employee Insuranc	03/26/2024	1,237.88	1,237.88	04/10/2024	
Total 10-22520:					1,237.88	1,237.88		
<b>10-43-122</b>								
10052	Haymore & Forsberg CPA	4497	Return Check Fee	02/01/2024	12.00	12.00	04/03/2024	
3220	Lal Enterprises, Inc	63903	Return Check Fee	01/31/2024	12.00	.00		
10747	Teara La'shay Winston	032624	Return Check Fee	03/26/2024	28.00	28.00	03/29/2024	
Total 10-43-122:					52.00	40.00		
<b>10-43-360</b>								
4360	Ruben A. Villa	H-010-033124	Consulting Services	03/31/2024	2,625.00	2,625.00	04/03/2024	
Total 10-43-360:					2,625.00	2,625.00		
<b>10-43-440</b>								
3187	PITNEY BOWES BANK INC	031724	Postage- Admin	03/17/2024	231.20	231.20	04/10/2024	
Total 10-43-440:					231.20	231.20		
<b>10-43-462</b>								
10459	Terminix Processing Center	876997	Pest Control- Town Hall	03/25/2024	10.00	.00		
10459	Terminix Processing Center	876998	Rat Bait Boxes- Town Hall	03/25/2024	29.00	.00		
Total 10-43-462:					39.00	.00		
<b>10-43-480</b>								
1745	Caselle, Inc	131817	Contract Support and Maintinence	04/01/2024	979.00	.00		
4441	Xpress Bill Pay	INV-XPR01079	EFT Web Transactions	03/31/2024	92.16	92.16	04/10/2024	
4441	Xpress Bill Pay	INV-XPR01079	EFT Return NSF or Account Close	03/31/2024	14.00	14.00	04/10/2024	
4441	Xpress Bill Pay	INV-XPR01079	Credit/Debit Card Web Transactio	03/31/2024	170.03	170.03	04/10/2024	
4441	Xpress Bill Pay	INV-XPR01079	Online Banking- Bank Bill Pay Tra	03/31/2024	46.34	46.34	04/10/2024	
4441	Xpress Bill Pay	INV-XPR01079	Account Maintenance Fee	03/31/2024	100.00	100.00	04/10/2024	
Total 10-43-480:					1,401.53	422.53		
<b>10-43-660</b>								
10336	Gerald Hursh	040224	Per Diam 1x Breakfast, 1x Lunch,	04/02/2024	80.00	80.00	04/03/2024	
Total 10-43-660:					80.00	80.00		
<b>10-43-703</b>								
1897	Code Publishing, Inc.	GC00125103	Annual Web Fees	03/29/2024	830.00	830.00	04/03/2024	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10-43-703:					830.00	830.00		
<b>10-43-705</b>								
10455	Arizona Business Equipment	AR36385	Copy Machine Usage/Town Hall	04/01/2024	290.83	.00		
Total 10-43-705:					290.83	.00		
<b>10-48-481</b>								
10507	Lumen	684211374	Current Charges	04/01/2024	1,128.34	.00		
Total 10-48-481:					1,128.34	.00		
<b>10-51-231</b>								
10629	Goering, Roberts, Rubin, Brogna,	20424	Professional Services	04/03/2024	67.50	.00		
Total 10-51-231:					67.50	.00		
<b>10-51-462</b>								
10459	Terminix Processing Center	876997	Pest Control- Police	03/25/2024	10.00	.00		
10459	Terminix Processing Center	876998	Rat Bait Boxes- Police	03/25/2024	29.00	.00		
Total 10-51-462:					39.00	.00		
<b>10-51-466</b>								
10413	Chosin Firearms LLC	12291	Holosun 507c pistol mounted opti	03/29/2024	598.00	598.00	04/03/2024	
10413	Chosin Firearms LLC	12291	glock 45 mos 9mm	03/29/2024	1,050.00	1,050.00	04/03/2024	
10413	Chosin Firearms LLC	12291	100 round cases of 223 ammo	03/29/2024	920.00	920.00	04/03/2024	
10413	Chosin Firearms LLC	12291	supressor height sights	03/29/2024	100.00	100.00	04/03/2024	
Total 10-51-466:					2,668.00	2,668.00		
<b>10-51-470</b>								
1702	City of Sierra Vista	4833	2014 Ford explorer, current milea	04/29/2024	687.25	687.25	04/03/2024	
1702	City of Sierra Vista	4834	Ac does not cool cab or kennels,	03/27/2024	480.60	480.60	04/03/2024	
Total 10-51-470:					1,167.85	1,167.85		
<b>10-51-505</b>								
10233	Freedom Towing & Hauling	006659	Impound Tow 240330-08	03/30/2024	145.00	145.00	04/03/2024	
10480	Southwest Motor Services Group	0901	DR 240327-01 22 Niss Sentra	03/27/2024	100.00	100.00	04/03/2024	
Total 10-51-505:					245.00	245.00		
<b>10-51-705</b>								
10455	Arizona Business Equipment	AR36385	Copy Machine Usage/Police Dept	04/01/2024	107.95	.00		
Total 10-51-705:					107.95	.00		
<b>10-53-360</b>								
10600	Sierra Vista Fry Fire District	2024-052	Contract (minus per diem & credit	04/01/2024	100,569.26	100,569.26	04/03/2024	
Total 10-53-360:					100,569.26	100,569.26		
<b>10-53-450</b>								
10600	Sierra Vista Fry Fire District	2024-055	Equipment	04/02/2024	63.75	.00		
10600	Sierra Vista Fry Fire District	2024-056	Station Supplies	04/02/2024	59.76	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10600	Sierra Vista Fry Fire District	2024-057	Station Repairs	04/02/2024	162.08	.00		
10600	Sierra Vista Fry Fire District	2024-058	7.3 cu ft Electric Clothes Dryer	04/02/2024	623.85	.00		
10459	Terminix Processing Center	876997	Pest Control- Fire	03/25/2024	10.00	.00		
10459	Terminix Processing Center	876998	Rat Bait Boxes- Fire	03/25/2024	29.00	.00		
Total 10-53-450:					948.44	.00		
<b>10-54-360</b>								
4025	SW Building Inspection Service	10615	Code Enforcement/Zoning	03/29/2024	4,500.00	4,500.00	04/03/2024	
4025	SW Building Inspection Service	10615	Council Meeting	03/29/2024	100.00	100.00	04/03/2024	
Total 10-54-360:					4,600.00	4,600.00		
<b>10-54-801</b>								
10640	Southwest Desert Images LLC	505168	200 Block of Pima St	02/15/2024	2,460.00	2,460.00	04/05/2024	
Total 10-54-801:					2,460.00	2,460.00		
<b>10-57-540</b>								
1020	Ace Hardware	194889/1	1 5/16 Open end wrench and sock	03/13/2024	34.71	34.71	04/03/2024	
Total 10-57-540:					34.71	34.71		
<b>10-58-460</b>								
2777	Leslie's PoolMart, Inc.	0649-02-02472	3" taps	04/09/2024	230.66	.00		
Total 10-58-460:					230.66	.00		
<b>10-60-460</b>								
10491	Amazon Capital Services, Inc	1VMF-D9W4-D	Mop Bucket and Side Wringer	03/01/2024	75.82	75.82	03/28/2024	
Total 10-60-460:					75.82	75.82		
<b>10-62-462</b>								
10459	Terminix Processing Center	876997	Pest Control- Library	03/25/2024	10.00	.00		
10459	Terminix Processing Center	876998	Rat Bait Boxes- Library	03/25/2024	29.00	.00		
Total 10-62-462:					39.00	.00		
<b>10-62-705</b>								
10455	Arizona Business Equipment	AR36385	Copy Machine Usage/Library	04/01/2024	52.89	.00		
Total 10-62-705:					52.89	.00		
<b>10-65-480</b>								
1702	City of Sierra Vista	4827	Remove and replace 2 batteries in	03/26/2024	526.33	526.33	04/03/2024	
Total 10-65-480:					526.33	526.33		
<b>10-68-462</b>								
10459	Terminix Processing Center	876997	Pest Control- Senior Center	03/25/2024	10.00	.00		
10459	Terminix Processing Center	876998	Rat Bait Boxes- Senior Center	03/25/2024	29.00	.00		
Total 10-68-462:					39.00	.00		
<b>10-69-806</b>								
10744	Islandport Press	020120749	4 prepared storywalk stories	03/21/2024	790.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10-69-806:					790.00	.00		
<b>20-40-200</b>								
1268	AZ Dept of Public Safety	596	Monthly Court Conversion	04/08/2024	20.00	.00		
1274	Az State Treasurer	597	monthly conversions	04/08/2024	5,478.06	5,478.06	04/10/2024	
1867	Cochise County Treasurer	595	Monthly Court Conversion	04/08/2024	28.36	.00		
2364	General Fund(Trust)	598	monthly court conversions	04/08/2024	7,442.42	.00		
10747	Teara La'shay Winston	032624	Tax Intercept	03/26/2024	9.00	9.00	03/29/2024	
Total 20-40-200:					12,977.84	5,487.06		
<b>23-40-610</b>								
3597	Sierra Vista NAPA	855275	Replace Batterie's HC27	12/06/2023	329.73	.00		
Total 23-40-610:					329.73	.00		
<b>51-40-110</b>								
10067	Cintas Corporation No. 445	4184451601	Uniforms- Water	02/26/2024	15.63	15.63	03/28/2024	
10067	Cintas Corporation No. 445	4185167180	Uniforms- Water	03/04/2024	24.13	24.13	04/02/2024	
10067	Cintas Corporation No. 445	4185167219	Uniforms- Water	03/04/2024	15.63	15.63	04/02/2024	
10067	Cintas Corporation No. 445	4185888151	Uniforms- Water	03/11/2024	24.14	24.14	04/10/2024	
10067	Cintas Corporation No. 445	4185888224	Uniforms- Water	03/11/2024	15.63	15.63	04/10/2024	
Total 51-40-110:					95.16	95.16		
<b>51-40-290</b>								
4169	Wist Office Products	2417388	Toner, paper, gloves, zep products	02/12/2024	113.00	.00		
4169	Wist Office Products	2419581	Gloves	02/20/2024	87.78	.00		
Total 51-40-290:					200.78	.00		
<b>51-40-440</b>								
3187	PITNEY BOWES BANK INC	031724	Postage- Water	03/17/2024	544.99	544.99	04/10/2024	
Total 51-40-440:					544.99	544.99		
<b>51-40-650</b>								
10566	Tierra Water Management	1290	Operator of Record	03/30/2024	500.00	500.00	04/03/2024	
Total 51-40-650:					500.00	500.00		
<b>51-40-660</b>								
10751	Cody Gonzalez	041024	\$32.00 Per Diem for Lunch and Di	04/10/2024	32.00	.00		
10615	David Thorpe Torres	041024	\$32.00 Per Diem for Lunch and Di	04/10/2024	32.00	.00		
Total 51-40-660:					64.00	.00		
<b>52-40-110</b>								
10067	Cintas Corporation No. 445	4184451601	Uniforms- Sewer	02/26/2024	15.63	15.63	03/28/2024	
10067	Cintas Corporation No. 445	4185167180	Uniforms- Sewer	03/04/2024	24.13	24.13	04/02/2024	
10067	Cintas Corporation No. 445	4185167219	Uniforms- Sewer	03/04/2024	15.63	15.63	04/02/2024	
10067	Cintas Corporation No. 445	4185888151	Uniforms- Sewer	03/11/2024	24.13	24.13	04/10/2024	
10067	Cintas Corporation No. 445	4185888224	Uniforms- Sewer	03/11/2024	15.64	15.64	04/10/2024	
Total 52-40-110:					95.16	95.16		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>52-40-360</b>								
1702	City of Sierra Vista	4836	SEACOM Payment	03/31/2024	20,487.50	20,487.50	04/03/2024	
Total 52-40-360:					20,487.50	20,487.50		
<b>52-40-440</b>								
3187	PITNEY BOWES BANK INC	031724	Postage- Sewer	03/17/2024	544.99	544.99	04/10/2024	
Total 52-40-440:					544.99	544.99		
<b>52-40-470</b>								
2130	Elite Sales and Service, LLC	35676	Replace the Blower and Resister	04/04/2024	1,014.10	.00		
10357	Southern Tire Mart	6020075303	Replace two tires PW5 Truck 215	03/21/2024	376.10	376.10	04/03/2024	
Total 52-40-470:					1,390.20	376.10		
<b>54-40-360</b>								
10207	Waste Management of AZ	0052139-1571-	Trash Service	04/01/2024	14,513.21	.00		
Total 54-40-360:					14,513.21	.00		
<b>55-40-110</b>								
10067	Cintas Corporation No. 445	4184451601	Uniforms- LF	02/26/2024	145.13	145.13	03/28/2024	
10067	Cintas Corporation No. 445	4184451601	Uniforms- PW	02/26/2024	3.47	3.47	03/28/2024	
10067	Cintas Corporation No. 445	4185167151	Landfill Uniforms	03/04/2024	46.22	46.22	04/02/2024	
10067	Cintas Corporation No. 445	4185167180	Uniforms- PW	03/04/2024	5.37	5.37	04/02/2024	
10067	Cintas Corporation No. 445	4185167219	Landfill Uniforms	03/04/2024	132.16	132.16	04/02/2024	
10067	Cintas Corporation No. 445	4185167219	Uniforms- PW	03/04/2024	3.47	3.47	04/02/2024	
10067	Cintas Corporation No. 445	4185888151	Uniforms- PW	03/11/2024	5.36	5.36	04/10/2024	
10067	Cintas Corporation No. 445	4185888173	Landfill Uniforms	03/11/2024	46.22	46.22	04/10/2024	
10067	Cintas Corporation No. 445	4185888224	Landfill Uniforms	03/11/2024	145.12	145.12	04/10/2024	
10067	Cintas Corporation No. 445	4185888224	Uniforms- PW	03/11/2024	3.47	3.47	04/10/2024	
Total 55-40-110:					535.99	535.99		
<b>55-40-340</b>								
3220	Lal Enterprises, Inc	64063	Const. Chemical Toilet Service	03/31/2024	57.75	57.75	04/03/2024	
9629	TransWorld Network, Corp	15774555-A13	PW Internet Service	03/22/2024	90.74	90.74	04/03/2024	
Total 55-40-340:					148.49	148.49		
<b>55-40-360</b>								
10230	McCoy's Septic Pumping Service	6214	Pump Station Dump	04/02/2024	190.00	.00		
Total 55-40-360:					190.00	.00		
<b>55-40-440</b>								
3187	PITNEY BOWES BANK INC	031724	Postage- Landfill	03/17/2024	330.30	330.30	04/10/2024	
Total 55-40-440:					330.30	330.30		
<b>55-40-476</b>								
10215	Senergy Petroleum LLC	SEN-742500	Diesel Exhaust Fluid	02/08/2024	643.02	643.02	04/10/2024	
10215	Senergy Petroleum LLC	SEN-746840	DYED-ULSD #2	02/13/2024	2,060.68	2,060.68	04/10/2024	
10215	Senergy Petroleum LLC	SEN-752803	DYED-ULSD #2	02/21/2024	2,483.16	2,483.16	04/10/2024	
10215	Senergy Petroleum LLC	SEN-759290	DYED-ULSD #2	02/29/2024	2,093.93	2,093.93	04/10/2024	
10215	Senergy Petroleum LLC	SEN-767307	DYED-ULSD #2	03/13/2024	2,745.70	2,745.70	04/10/2024	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10215	Senergy Petroleum LLC	SEN-772558	DYED-ULSD #2	03/20/2024	2,284.41	2,284.41	04/10/2024	
10215	Senergy Petroleum LLC	SEN-779694	DYED-ULSD #2	03/28/2024	2,083.34	2,083.34	04/10/2024	
10215	Senergy Petroleum LLC	SEN-784360	Diesel Exhaust Fluid	04/04/2024	893.17	893.17	04/10/2024	
Total 55-40-476:					15,287.41	15,287.41		
<b>55-40-610</b>								
2220	Empire Southwest, LLC	EMPS6314036	Bolts, Nuts and Washers for D6Tr	03/27/2024	158.88	.00		
2220	Empire Southwest, LLC	EMWK364193	Road Trips for the 816K Packer E	02/22/2024	3,005.13	.00		
2220	Empire Southwest, LLC	EMWK364246	Road Trips for the 816K Packer E	02/23/2024	3,005.13	.00		
3597	Sierra Vista NAPA	849955	Replace batteries for the water te	10/31/2023	1,043.11	.00		
3597	Sierra Vista NAPA	850999	Engine filters for 613C Scraper, C	11/07/2023	353.69	.00		
3597	Sierra Vista NAPA	862169	Filter's Landfill 613C Scraper	01/25/2024	341.75	.00		
Total 55-40-610:					7,907.69	.00		
<b>55-40-855</b>								
10673	Johnson Environmental Tech. Inc.	240325	Quarterly Monitoring	04/03/2024	2,060.00	.00		
Total 55-40-855:					2,060.00	.00		
Grand Totals:					207,721.78	169,187.88		

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

# Town of Huachuca City

## PROCLAMATION NO. 2024-08

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE WEEK OF APRIL 13-19, 2024, AS "WEEK OF THE YOUNG CHILD" IN THE TOWN OF HUACHUCA CITY.

WHEREAS, all of Arizona's children deserve access to quality early care and educational environments; and

WHEREAS, quality childcare programs build children's lifelong learning skills during their critical years from birth to age five; and

WHEREAS, our teachers and childcare providers are the essential workforce that helps Arizona parents get to work and school; and

WHEREAS, funding quality childcare is a smart investment that improves family well-being, strengthens communities, and grows our state's prosperity; and

WHEREAS, public policies that support quality early care for Arizona's youngest learners help our families, communities, and the economy thrive.

NOW, THEREFORE, I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code and by this Proclamation hereby declare April 13 through 19, 2024, as "Week of the Young Child" in the Town of Huachuca City. I encourage all residents to support our teachers and childcare providers whose efforts improve the lives and opportunities for our children and their families.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 11th day of April, 2024.

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

ATTEST:

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

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



# Treasury Management Pro Forma

Town of Huachuca City

Pricing as of March 2024

## ANALYSIS SUMMARY

Average Positive Collected Balance	\$	1,025,981.43
Reserve Requirement @ 0.00%	\$	0.00
Investable Balance Available for Services	\$	1,025,981.43
Investable Balance Available for Sweep	\$	3,972,189.89
Monthly Analyzed Charges	\$	975.34
Earnings Allowance @ 1.65%	\$	975.34
Net Monthly Analyzed Charges	\$	0.00
Sweep Interest at 5.18% (as of March 27, 2024)	\$	16,303.34
<b>Total Monthly Analyzed Charges</b>	<b>\$</b>	<b>0.00</b>

\*Charges not offset by balances

Investable balance required to offset \$1.00 of analyzed charges \$ 764.89

## SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
<b>GENERAL ACCOUNT SERVICES</b>					
22051	010000	ACCT MAINTENANCE	10.00000	14	140.00
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT	5.00000	1	5.00
DS001	010021	ZERO BALANCE MONTHLY BASE	11.00000	1	11.00
CK021	010100	DEBITS POSTED	0.05000	65	3.25
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED	0.25000	19	4.75
<b>GENERAL ACCOUNT SERVICES Subtotal</b>					<b>164.00</b>
<b>DEPOSITORY SERVICES</b>					
CK199	10001A	POST VERIFY CASH DEPOSITED	0.00400	12,269	49.08
22723	10001A	BRANCH DEPOSIT POST VERIFY	4.00000	16	64.00
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM	0.12000	188	22.56
<b>DEPOSITORY SERVICES Subtotal</b>					<b>135.64</b>
<b>PAPER DISBURSEMENT SERVICES</b>					
22030	150412	STOP PAYMENT - AUTO RENEWAL	4.00000	1	4.00
34336	150724	POSITIVE PAY EXCEPTION-ONLINE IMAGE	0.00000	40	0.00
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	0.00000	79	0.00
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	0.00000	17	0.00
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	0.00000	79	0.00
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	15.00000	2	30.00
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	5.00000	12	60.00
22202	150100	DDA CHECKS PAID	0.35000	66	23.10
12675	150499	STOP PAYMENT - PAPER CONFIRMATION	10.00000	2	20.00
<b>PAPER DISBURSEMENT SERVICES Subtotal</b>					<b>137.10</b>
<b>PAPER DISBURSEMENT RECON SERVICES</b>					
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000	886	0.00
<b>PAPER DISBURSEMENT RECON SERVICES Subtotal</b>					<b>0.00</b>
<b>GENERAL ACH SERVICES</b>					
CK018	250201	ELECTRONIC CREDITS POSTED	0.05000	134	6.70
ES280	250000	ACH MONTHLY BASE	25.00000	1	25.00

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
ES211	250102	ACH FUTURE DATED ITEM	0.08000	78	6.24
ES349	250220	ACH RECEIVED ADDENDA	0.00000	50	0.00
ES344	250202	ACH RECEIVED ITEM	0.00000	98	0.00
ES802	250501	ACH TRANSMISSION SPECIAL	5.00000	3	15.00
34333	251050	ACH FRAUD FILTER REVIEW MO BASE	5.00000	14	70.00
34335	251053	ACH FRAUD FILTER REVIEW - ITEM	14.00000	6	84.00
<b>GENERAL ACH SERVICES Subtotal</b>					<b>206.94</b>
<b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE</b>					
ES139	350100	WIRE OUT DOMESTIC VANTAGE/API	13.00000	2	26.00
<b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE Subtotal</b>					<b>26.00</b>
<b>INFORMATION SERVICES</b>					
34123	40022Z	ALERTS SERVICE - EMAIL	0.00000	109	0.00
34128	40022Z	ALERTS SERVICE - TEXT	0.00000	37	0.00
27707	40034Z	ONLINE SEARCH	0.00000	2	0.00
46100	40005Z	BASIC BANKING BASE PER ACCOUNT	0.00000	15	0.00
34216	40083Z	WIRE TEMPLATE ONLINE	0.33000	2	0.66
15017	400058	DESKTOP DEPOSIT MONTHLY BASE	15.00000	1	15.00
<b>INFORMATION SERVICES Subtotal</b>					<b>15.66</b>
<b>INVESTMENT/CUSTODY SERVICES</b>					
34110	450405	SWEEP ACCOUNT POSITION REPORT	40.00000	1	40.00
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	0.00000	1	0.00
22094	450270	SWEEP STAGECOACH MUTUAL FND MO BASE	250.00000	1	250.00
<b>INVESTMENT/CUSTODY SERVICES Subtotal</b>					<b>290.00</b>
<b>Total Analyzed Charges</b>					<b>0.00</b>
<b>Total Analyzed Charges</b>					<b>0.00</b>
<b>*Total Fee Based Charges</b>					<b>0.00</b>
<b>Total Service Charges</b>					<b>0.00</b>



#### Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit: [www.wellsfargo.com/accountanalysis](http://www.wellsfargo.com/accountanalysis) for additional information about the services.

#### Regarding your services

##### Alerts Service

Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

##### Wire Book Transfer

A Vantage/API Wire book transfer is between two accounts initiated via Vantage/API Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single Vantage Company ID and entitled to Book Transfer.

##### Services with No Volumes

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.



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# Stagecoach Sweep® – Monthly statement Money Market Mutual Fund

## Quick Reference Guide

### Understanding your statement

Monitoring your sweep investment activity can be easier than ever with the Stagecoach Sweep statement. Your statement includes detailed information about your transactions, including a daily summary of balances and rates, to simplify keeping track of them.

**1 Account number:** Account number for your business checking account. There is no separate account number required to access your Stagecoach Sweep Money Market Fund information.

**2 Fund Name:** Name of the specific Allspring Money Market Mutual Fund in which you are currently invested.

**3 Fund Summary:** This section contains summary information about your account activity; see 4-10 below.

**4 Dividends Earned YTD:** Dividends earned in the fund in which you are currently invested for the current calendar year as of the last day of the statement period. At the end of the year, this field reflects the amount reported on your annual 1099-DIV.

**5 Federal Withholding YTD:** Federal withholding amount (if applicable), for the current calendar year as of the last day of the statement period.

**6 Beginning Balance:** Investment balance at the beginning of the day on the first day of the statement period. New customers see their first purchase included as part of this balance.  
**Note:** The Beginning Balance on your current statement corresponds to the Ending Balance on your previous statement.

**7 Ending Balance:** Investment Balance at the end of the day on the last day of the statement period.

**8 Prior Month Dividends Paid to Checking:** Dividends paid in the statement period if you have elected to have your dividends paid in cash. This line will not appear on your statement if your dividends are automatically reinvested.  
**Note:** The field **Prior Month Dividends Reinvested** displays if the dividends are automatically reinvested and not paid in cash.

**9 Dividends Earned in Current Month:** Month-to-date dividends you have earned as of the last day of the statement period.

**10 Funds Pending Investment (or Funds Pending Redemption):** Dollar amount of funds purchased or redeemed which was debited from or credited to your checking account on the last day of the statement period. This transaction is reflected as purchase or redemption on your Stagecoach Sweep Money Market Fund statement on the first day of your next statement period. This line will not appear on your statement if there are no funds pending investment or redemption on the last business day of the current statement period.

Stagecoach Sweep® Wells Fargo Bank, N.A. Street Address City, State Zip		Page 1 of 2		
YOUR COMPANY, INC 1234 MAIN STREET CITY, STATE ZIP		<b>1</b> Account Number - DDA 000000000		
THIS STATEMENT COVERS 03/01/20xx THROUGH 03/31/20xx				
FOR QUESTIONS, PLEASE CALL YOUR CUSTOMER SERVICE OFFICER AT 1-800-AT-WELLS (1-800-289-3557).				
Allspring Government Fund <b>2</b>		<b>6</b> Beginning Balance .00		
FUND SUMMARY <b>3</b>		Shares Purchased 1,835,059.11 +		
Dividends Earned YTD <b>4</b> 10.55		Shares Redeemed 1,600,103.19 -		
Federal Withholding YTD <b>5</b> .00		Ending Balance 234,965.92		
7-Day Simple Yield .01000		<b>7</b> Ending Balance		
Federal Withholding .00		<b>8</b> Prior Month Dividends Paid to checking .07		
		Dividends Earned in Current Month <b>9</b> .99		
		Funds Pending Investment <b>10</b> 252,735.49		
Transaction Detail <b>11</b>				
3-01-20xx	Beginning Balance		.00	
3-03-20xx	Next Day Sweep Purchase	295,692.30		
3-04-20xx	Next Day Sweep Purchase	176,593.05		
3-04-20xx	Sweep Funds Return To DDA <b>13</b>	472,265.35		
3-10-20xx	Next Day Sweep Purchase	302,027.70		
3-11-20xx	Sweep Funds Return To DDA	302,027.70		
3-18-20xx	Next Day Sweep Purchase	280,799.19		
3-19-20xx	Next Day Sweep Purchase	28,155.61		
3-22-2-xx	Sweep Funds Return To DDA	100,958.97		
3-23-20xx	Sweep Funds Return To DDA	207,995.83		
3-25-20xx	Next Day Sweep Purchase	266,145.05		
3-26-20xx	Next Day Sweep Purchase	250,145.05		
3-29-2-xx	Sweep Funds Return To DDA	415,404.91		
3-30-2-xx	Sweep Funds Return To DDA	101,450.43		
3-31-20xx	Next Day Sweep Purchase	234,965.92		
3-31-20xx	Ending Balance	234,965.92		
Daily Balance Information <b>14</b>				
Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
03-01	0.00	.010 %	.000000274	0.00
03-02	0.00	.010 %	.000000274	0.00
03-03	295,692.30	.010 %	.000000274	0.00
03-04	472,265.35	.010 %	.000000274	0.00
03-05	0.00	.010 %	.000000274	0.00
03-06*	0.00	.010 %	.000000274	0.00
03-07*	0.00	.010 %	.000000274	0.00
03-08	0.00	.010 %	.000000274	0.00
03-09	0.00	.010 %	.000000274	0.00
03-10	302,027.70	.010 %	.000000274	0.00
03-11	0.00	.010 %	.000000274	0.00
03-12	0.00	.010 %	.000000274	0.00
03-13	0.00	.010 %	.000000274	0.00

## Understanding your statement, continue

**11 Transaction Detail:** This section contains a day-by-day summary of your sweep transactions for the statement period. If your statement period includes more than one calendar month, you will see activity for multiple months in this section. However, please note that month-to-date totals on the statement only represent a total for the month in which the statement period ends.

**12 Sweep Purchase:** Amount of Sweep Purchase that will increase your Investment Balance on the given date.

**Note:** The date reflects the timing of the actual investment transaction, which occurs on the next business day following the checking account debit.

**13 Sweep Funds Return to DDA:** Amount of Sweep Redemption that will decrease your Investment Balance on the given date.

**Note:** The date reflects the timing of the actual investment transaction, which occurs on the next business day following the checking account credit.

**14 Daily Balance Information:** This section contains information on your Investment Balance and Dividends Earned for each day of your statement period.

**15 Investment Balance:** The Investment Balance at the end of the day on the given date. Your daily Investment Balance reflects the amount swept to or from your checking account the previous business day. If your checking account is credited for a fund redemption on a day preceding a non-business day, however, the redemption amount is subtracted from your Investment Balance before non-business day dividend accruals are calculated.

Stagecoach Sweep®					03/01/20xx - 03/31/20xx Page 2 of 2 Account Number - DDA 00000000	
Date	15 Investment Balance	16 Annualized Fund Yield	17 Daily Dividend Factor	18 Daily Accrual		
03-14*	0.00	.010 %	.000000274	0.00		
03-15	0.00	.010 %	.000000274	0.00		
03-16	0.00	.010 %	.000000274	0.00		
03-17	0.00	.010 %	.000000274	0.00		
03-18	280,799.19	.010 %	.000000274	0.08		
03-19	308,954.80	.010 %	.000000274	0.08		
03-20*	207,995.83	.010 %	.000000274	0.06		
03-21*	207,995.83	.010 %	.000000274	0.06		
03-22	207,995.83	.010 %	.000000274	0.06		
03-23	0.00	.010 %	.000000274	0.00		
03-24	0.00	.010 %	.000000274	0.00		
03-25	266,710.29	.010 %	.000000274	0.07		
03-26	516,855.34	.010 %	.000000274	0.14		
03-27*	101,450.43	.010 %	.000000274	0.03		
03-28*	101,450.43	.010 %	.000000274	0.03		
03-29	101,450.43	.010 %	.000000274	0.03		
03-30	0.00	.010 %	.000000274	0.00		
03-31	234,965.92	.010 %	.000000274	0.06		
				19 Total MTD	0.99	

\* Indicates non-business day

THANK YOU FOR BANKING WITH WELLS FARGO

NOT FDIC INSURED. NO BANK GUARANTEE. MAY LOSE VALUE.

An Investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Wells Fargo Advantage Money Market Funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.

ALLSPRING FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF ALLSPRING GLOBAL INVESTMENTS HOLDINGS, LLC ("ALLSPRING GLOBAL"), PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR THE ALLSPRING FUNDS. OTHER SUBSIDIARIES OF ALLSPRING GLOBAL PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY ALLSPRING FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, A SUBSIDIARY OF ALLSPRING GLOBAL.

This material must be accompanied or preceded by a current prospectus for name of the Fund(s) selected. Please read the prospectus carefully before investing.

**16 Annualized Fund Yield:** Daily Dividend Factor on the given date expressed as an annualized percentage.

**17 Daily Dividend Factor:** Daily Dividend Factor for the given date. Factor is used to calculate the Daily Accrual.

**18 Daily Accrual:** Dividends earned on the given date, calculated by multiplying the Investment Balance by the Daily Dividend Factor.

**19 Total MTD:** Month-to-date dividends accrued as of the last day of the statement period.



# Wells Fargo Element Definitions

## Town of Huachuca City

Definition of each element

WF Code	Description
<b>ACH Fraud Filter</b>	
34333	ACH FRAUD FILTER REVIEW MO BASE Monthly base charge for CEO ACH Fraud Filter Review Service.
34335	ACH FRAUD FILTER REVIEW - ITEM Per item charge for CEO Fraud Filter Review Items (cr / dr)
<b>ACH Origination</b>	
ES280	ACH MONTHLY BASE Monthly base charge for ACH Direct Origination services.
ES211	ACH FUTURE DATED ITEM Per item charge for originated ACH transit one day items. Volumes are received from DDAES211, DDAES212, DDAES213 and DDAES220.
ES802	ACH TRANSMISSION SPECIAL Per file charge for prefunded ACH transmission input
<b>ACH Receive</b>	
ES349	ACH RECEIVED ADDENDA Per addenda record charge for remittance data in received ACH addenda records
ES344	ACH RECEIVED ITEM Per item charged for ACH received item (credit and debit)
<b>Account Reconciliation</b>	
12687	ARP AGED ISSUE RECORDS ON FILE-ITEM Per item fee for maintaining issue records that remain outstanding after 60 days.
<b>Desktop Deposit Electronic Dep Serv</b>	
15017	DESKTOP DEPOSIT MONTHLY BASE For each depository account set up for the Desktop Deposit service, a volume of one will be made to the customer.
15007	DESKTOP DEPOSIT-DEPOSIT CREDITED For each deposit submitted through the Desktop Deposit service, either through the CEO portal or mobile, a charge of one will be made to the customer.
706	DESKTOP DEPOSIT-DEPOSITED ITEM Charge per item deposited via Desktop Deposit for checks drawn on Wells Fargo and on banks other than Wells Fargo. Applies to items submitted through CEO portal or mobile. For each item, a charge of one will be made to the customer.
<b>General Account Services</b>	
22051	ACCT MAINTENANCE Monthly maintenance charge for DDA with non return of checks (CheXstor) - one account statement included
CK021	DEBITS POSTED Per item charge for debit items, other than checks or drafts, posted to an account.



WF Code	Description
CK018	ELECTRONIC CREDITS POSTED Per item charge for electronic and non-paper credits posted.
<b>General Disbursement Services</b>	
MD091	PYMT AUTH MAX CHECK MTHLY BASE Monthly per account fee when accounts are setup for the Payment Authorization Max Check option.
22030	STOP PAYMENT - AUTO RENEWAL Per item charge for automated stop payment renewal on DDA, ARP or Controlled Disbursement account.
22202	DDA CHECKS PAID Per item charge for checks or drafts presented for payment on an account, including checks that are presented electronically.
12675	STOP PAYMENT - PAPER CONFIRMATION Per confirmation charge for each paper stop payment confirmation sent in lieu of electronic notice.
<b>Image Delivery</b>	
27707	ONLINE SEARCH Charge for CEO search results viewed in increments of 1-100 items. For example, if a search returns 400 items and 250 items are viewed, a volume of 3 will be charged (100 items + 100 items + 50 items viewed)
<b>Information Reporting</b>	
34123	ALERTS SERVICE - EMAIL Charge for each alert delivered via email by the CEO Alerts service. Users are charged for the first 80 alerts per month, across all alert types. There is no cap by company or account.
34128	ALERTS SERVICE - TEXT Charge for each alert delivered via text by the CEO Alerts service. Users are charged for the first 80 alerts per month, across all alert types. There is no cap by company or account.
46100	BASIC BANKING BASE PER ACCOUNT Monthly base charge per account for Vantage Basic Banking service.
<b>Positive Pay</b>	
34336	POSITIVE PAY EXCEPTION-ONLINE IMAGE Per item charge for Image Positive Pay images retrieved via CEO
12908	POS PAY CHECKS WITH NO ISSUE RECORD Charge for positive pay checks that are presented without matching issue information on file.
12505	POSITIVE PAY EXCEPTION CHECKS RETND Per item charge for Positive Pay exception returned per customer request - includes stale-dated items that have been returned
12903	POSITIVE PAY EXCEPTIONS - ITEM Per item charge for Positive Pay Exceptions

WF Code	Description
12681	POSITIVE PAY ONLY MONTHLY BASE Monthly charge for providing positive pay services on accounts that do not have Account Reconciliation services
<b>Sweep</b>	
34110	SWEEP ACCOUNT POSITION REPORT Monthly charge per relationship for the CEO TIR Stagecoach Sweep Money Market Mutual Fund previous day activity report
22087	SWEEP STAGECOACH MUTUALFND ELECTNIC Electronic delivery of the Stagecoach Sweep Money Market Mutual Fund monthly statement
22094	SWEEP STAGECOACH MUTUAL FND MO BASE Monthly base charge per Stagecoach Sweep Money Market Mutual Fund account
<b>Zero Balance Account (ZBA)</b>	
DS510	ZERO BALANCE MASTER ACCOUNT MAINT Monthly account maintenance fee for ZBA Master accounts.
DS001	ZERO BALANCE MONTHLY BASE Per account charge for Zero and Target Balance accounts.
<b>Stagecoach Deposit Post Verify</b>	
CK199	POST VERIFY CASH DEPOSITED Cash deposited at Wells Fargo branch in tamper evident dual pouch bag post verified after deposit is made.
22723	BRANCH DEPOSIT POST VERIFY Per deposit fee for Wells Fargo branch deposit made in tamper evident dual pouch bag
<b>Wires Origination and Reporting</b>	
ES139	WIRE OUT DOMESTIC VANTAGE/API Outgoing USA domestic wire (freeform/templated/import) initiated in CEO from a Wells Fargo USA account. Includes Create Wire or Create Template screens (for Wire, Drawdown, Federal Tax, or Federal Tax Bulk templates), or wires imported as a payment.
34216	WIRE TEMPLATE ONLINE Per CEO Wire template stored within CEO Wires each month. Applicable if the template is present for > 15 calendar days.



## Stagecoach Sweep<sup>®</sup> — Allspring Money Market Mutual Funds

Help maximize your investment opportunity without sacrificing access to your cash.

Money Market Mutual Funds are a smart choice for any risk-averse organization, as you can use investment funds to cover potential shortfalls.

### Potential benefits

#### Simple

Choose from three different Allspring Money Market Mutual Funds<sup>1</sup>. Simply set your daily target balance and we'll sweep any excess cash into whichever fund you select.

#### Speedy

Investment funds can be credited to your checking account as a same-day transaction. This helps to ensure complete liquidity at all times.

#### Secured

Money Market Mutual Funds are generally invested in high quality, short-term securities, such as U.S. Treasury bills. This provides you with income while preserving your capital.

1. Options include: 100% Treasury Money Market Fund (Service Share Class), Treasury Plus Money Market Fund (Service, A, and I-Share Classes), Government Money Market Fund (Admin and I-Share Classes)

2. Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit.

3. The custodian invests funds in a non-FDIC insured, non-bank guaranteed Money Market Mutual Fund.

4. While Money Market Funds strive to preserve the value of your investment at \$1.00 per share, Allspring Money Market Mutual Funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) and may lose value.

## How it works

### 1. Select

Select a target balance you want to maintain in your business checking account at all times. This amount can be as low as zero (\$0.00).

### 2. Sweep

As the last transaction of the day, we debit any excess funds and sweep them into an internal omnibus (collection) account<sup>2</sup>. At the beginning of the next business day, we transfer the funds to the Money Market Mutual Fund custodian<sup>3</sup>. Your shares are then purchased when the market opens.

### 3. Return

Your investment funds are automatically redeemed and swept into your checking account whenever there's risk of an overdraft.

### 4. Report

Conveniently view your activity through our online information reporting service or on your monthly statement.



### Know before you go

There is **no minimum or maximum** balance requirement.

Each fund has a unique investment strategy, as detailed in the Money Market Mutual Fund sweep account **prospectus**<sup>4</sup>.

Any investment balance in the Money Market Mutual Fund **is reflected as part of your available, or provisional, balance** for checking account usage. The investment itself is actually redeemed the next day when the market opens.

Your dividends are **declared daily and paid monthly** on the first business day of the following month. They can either be credited to your checking account or automatically reinvested.

### Do you need help...

- Optimizing your positive balances?
- Earning competitive interest rates?
- Maintaining liquidity?

---

Ask your Wells Fargo representative for an Allspring Money Market Mutual Funds prospectus to get started.



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

JOHANN WALLACE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NVKX383	4/1/2024	NVKX383	6467629	\$24,703.26

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>HP EliteBook 650 G10 15.6" Touchscreen Notebook - Full HD - Intel Core i7 1</u> Mfg. Part#: 7Z5F2UT#ABA Contract: California AEPA-022G / CalSave (022-G)	6	7409750	\$1,514.20	\$9,085.20
<u>HP Elite Mini 600 G9 Desktop Computer - Intel Core i5 13th Gen i5-13500T Te</u> Mfg. Part#: 86Y65UT#ABA Contract: California AEPA-022G / CalSave (022-G)	4	7551397	\$1,072.30	\$4,289.20
<u>HP Z2 G9 Workstation - 1 x Intel Core i9 13th Gen i9-13900 - 32 GB - 1 TB S</u> Mfg. Part#: 87D71UT#ABA Contract: California AEPA-022G / CalSave (022-G)	1	7423824	\$2,386.01	\$2,386.01
<u>HP P24 G5 24" Class Full HD LCD Monitor - 16 9 - Black</u> Mfg. Part#: 64X66AA#ABA Contract: California AEPA-022G / CalSave (022-G)	20	7133844	\$159.00	\$3,180.00
<u>Dell Latitude 5430 Rugged - 14" - Intel Core i5 - 1145G7 - vPro - 16 GB RAM</u> Mfg. Part#: M7WND Contract: California AEPA-022G / CalSave (022-G)	2	6907773	\$2,116.69	\$4,233.38

<b>SUBTOTAL</b>	\$23,173.79
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$1,529.47
<b>GRAND TOTAL</b>	<b>\$24,703.26</b>

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------

**Billing Address:**  
HUACHUCA CITY TOWN HALL  
ACCOUNTS PAYABL  
500 N GONZALES BLVD  
HUACHUCA CITY, AZ 85616-9610  
**Phone:** (520) 456-1354

**Payment Terms:** Net 30 Days-Govt State/Local

**Shipping Address:**  
HUACHUCA CITY TOWN HALL  
JOHANN WALLACE  
500 N GONZALES BLVD  
HUACHUCA CITY, AZ 85616-9610  
**Phone:** (520) 456-1354  
**Shipping Method:** UPS Ground (2-3 days)

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Rashaad Boyd** | (866) 461-9713 | [rashaad.boyd@cdwg.com](mailto:rashaad.boyd@cdwg.com)

**Need Help?**



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Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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

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

**DATE:** April 1, 2024

**TO:** Suzanne Harvey, Town Manager  
Town of Huachuca City  
500 Gonzales Blvd.  
Huachuca City, Az 85616

**RE:** Providing Building Official/Code Enforcement Services

## **AGREEMENT**

Dr. James D. Johnson and Southwest Building Inspection Service, Inc., together referred to as the "Contractor", propose to provide the following services for the Town of Huachuca City, also referred to as the "Town". "Contractor" and "Town" agree to the following terms:

### **A. SCOPE OF WORK:**

#### **1. BUILDING DEPARTMENT ADMINISTRATION**

- a. "Town" agrees to appoint Dr. James D. Johnson, President of Southwest Building Inspection Service, Inc. as the Building Official for the Town. "Contractor" to perform all building official duties as outlined in the Town Code, as well as in the adopted building codes, to include all construction projects and existing properties.
- b. "Contractor" to provide full Building Department administration, to include but not be limited to, issuing building permits, certificates of occupancies, inspection reports, cease and desist orders, citations and condemn notices.
- c. "Contractor" to perform building/construction code inspections for all construction projects within the Town jurisdiction requiring a building permit.
- d. "Contractor" to perform blueprint/plan reviews when necessary for construction projects within the Town jurisdiction prior to the issuance of a building permit. "Contractor" reserves the option to sub-contract plan review services on larger projects.
- e. "Contractor" to enforce all Building Department regulations, policies, codes, and procedures adopted by the Town Building Department and Town Council, as well as the Town Zoning Code.
- f. "Contractor" shall have complete authority over all construction activity within the Town limits and will be responsible for the day-to-day operations of the Building Department. "Town" shall gather all permit applications and blueprints and collect all necessary fees once "Contractor" issues building permit. "Contractor" to seek all necessary pre-approvals on construction projects such as Planning and Zoning, Council, Fire Department, Public Works, etc., prior to conducting plan reviews and issuing building permits.
- g. "Contractor" to provide a contact point for the public and provide technical construction consulting to the architects, engineers, surveyors, builders, property owners and permit applicants.

- h. "Contractor" to provide ICC certified building official, building inspectors and plan reviewers for all Town projects. "Town" agrees to maintain a governmental membership with the International Code Council.
- i. "Contractor" to advise the "Town," through the Town Manager, when it is recommended to update the adopted building codes.
- j. Town Code designates the Building Official to serve as the Town Floodplain Administrator. "Contractor" to perform all duties as required and necessary.

**2. ZONING DEPARTMENT ADMINISTRATION**

- a. Town Code designates the Building Official to also act as the Town Zoning Administrator.
- b. "Contractor" shall administer and enforce the regulations of the adopted Town Zoning Code.
- c. "Contractor" shall provide staff support to the Planning and Zoning Commission or serve as the Hearing Officer in the absence of an active Planning and Zoning Commission.
- d. "Contractor" to provide guidance to the public on applications for rezoning, conditional use permits, variances, annexations, and amendments to the general plan.
- e. "Contractor" to provide a contact point for the public to provide guidance for the adopted zoning regulations.
- f. "Contractor" to advise the "Town," through the Town Manager, on recommended updates to the Zoning Code.

**3. TOWN CODE ENFORCEMENT**

- a. "Town" agrees to appoint Dr. James D. Johnson, President of Southwest Building Inspection Service, Inc., as the Code Official for the Town.
- b. "Contractor" shall administer and enforce the regulations of Title 16 Neighborhood Preservation.
- c. "Contractor" shall provide a contact point for the public to provide guidance for the adopted Title 16 regulations.

**4. COMMUNICATION AND REPORTING**

- a. Contractor shall maintain regular contact with the Town Manager concerning all activities conducted in furtherance of the Scope of Work.
- b. Contractor shall attend Town Council meetings at the request of the Town manager.
- c. In carrying out the Scope of Work, Contractor shall follow and implement the policies and priorities of the Town, as expressed by the Town Council and/or the Town Manager.
- d. When requested by the Town Manager, Contractor shall provide a written report concerning activities undertaken in furtherance of the Scope of Work.



**B. FEE FOR SERVICES:**

1. All provided services as noted above, to include all phone calls, research, travel, meetings with public, meetings with Town Manager or others at Town Manager's request will be billed at \$4,500 per month for the 1<sup>st</sup> year and \$4,725 per month for the 2<sup>nd</sup> and 3<sup>rd</sup> years.
2. Any after-hours meetings "Contractor" is requested to attend will be billed at an **additional \$100 per meeting.**
3. Any court proceedings "Contractor" is required to attend will be billed at **an additional \$100 per day per court case.**
4. Any public hearings "Contractor" is required to conduct as Hearing Officer will be billed at **an additional \$100 per hearing.**
5. Noted fees are based on the current Town boundaries. Should the boundaries expand, base fee as outlined in (1) above may be increased to accommodate the additional parcels, upon good faith negotiations of the Parties hereto.
6. "Town" agrees to pay all submitted invoices within 30 days of receipt.

**C. TERM/RENEWAL**

1. This Agreement shall be effective for a three-year term.
2. The Agreement may be renewed for additional one year terms, upon mutual signed agreement of the Parties, unless earlier terminated as provided in this Agreement.
3. Any modification or extension shall be by formal written amendment and executed by the parties hereto.
4. This Agreement may be terminated earlier by either party with or without cause upon giving written notification to the other party not less than sixty (60) days prior to the effective date of termination.

**D. ADDITIONAL GENERAL TERMS:**

1. "Town" agrees to maintain all necessary records and provide "Contractor" with copies of such records upon request.
2. "Town" agrees to provide a budget for department supplies and other items deemed necessary from time to time. "Town" shall provide job inspection tags for the "Contractor" to use on each project to confirm requested inspections have been performed. "Contractor" will provide all other supplies, inspection and safety equipment, code training and vehicles as necessary to perform the noted services.
3. "Contractor" shall not be required to obtain a business license from the "Town" since the services are performed directly for the municipal government.
4. Per the legal requirement noted within the building safety codes adopted by the "Town", the "Contractor", while acting as the appointed Building Official (or in the performance of any other duties as agreed upon by the parties) for the "Town" in good faith and without malice in the discharge of the duties required by the building safety codes or other pertinent laws or ordinances, shall not thereby be rendered liable personally. Therefore, Town agrees not to file suit against Contractor or seek subrogation from Contractor for claims against Town arising out of the acts of Contractor conducted in good faith and within the Scope of Work. However, any suit instituted against the "Contractor" by a third party because of an act performed in the lawful discharge of duties and under the provisions of the building and safety codes or adopted Town codes shall be defended by a legal representative of the "Contractor." Consequently, Contractor shall carry his own insurance, as described in section (E)(1), below.

**E. SPECIAL TERMS AND CONDITIONS:**

1. **Insurance:** The Contractor shall obtain, and maintain, its own insurance, including workers' compensation, employers' liability, professional liability and general liability, sufficient to meet its statutory and business obligations pursuant to its engagement hereunder.
2. **Independent Contractor:** It is clearly understood that each party will act in its own capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
3. **Licenses and Compliance with Laws:** The Contractor shall maintain in current status all Federal, State and local licenses and permits required for the performance of the work and operation of the business conducted by the Contractor. The Contractor and any sub-contractors shall fully comply with all applicable federal, state and local laws in performing hereunder.

4. **Compliance with Immigration Laws:** As mandated by Arizona Revised Statutes ["A.R.S."] § 41-4401, the Town is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The Town must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Agreement) for the Town, the Contractor fully understands that:
  - a. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
  - b. A breach of the warranty described in subsection (a), shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
  - c. The Town or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection (a).
  
5. **Applicable Law:** The laws of the State of Arizona shall govern this Agreement, and suits regarding this Agreement or the work contemplated hereunder shall be brought only in State courts in the State of Arizona. Venue and jurisdiction for any suit or other dispute resolution proceeding shall be in Cochise County, Arizona.
  
6. **Indemnification:**
  - a. The Contractor shall indemnify, defend, and hold Town harmless from any and all claims, demands, suits, actions, proceedings, loss cost, and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, which may be brought or made against the Contractor, Town, any of Town's officers, directors and employees, or any person, regardless of who makes the claim, but only to the extent they arise from the reckless, or willfully wrongful acts of the Contractor, as opposed to the good faith acts of the Contractor, its employees, agents, representatives, or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of the work.
  - b. The indemnity provided in this section shall survive termination of this Agreement and the work or services contemplated hereunder. The policy limits and types of insurance provided for above shall not limit the scope and extent of indemnity hereunder.

7. **Superseding Agreement:** This Agreement specifically supersedes any inconsistent or conflicting provisions of any other agreements, be they oral or written, between the parties, regardless of whether they were executed or entered into before, during, or after this Agreement. However, this Agreement may be terminated or modified, but only in a writing, executed by both parties, which specifically identifies this Agreement by the date entered below.
8. **Cancellation for Conflicts of Interest:** Town may cancel the engagement and terminate the work for conflict of interest pursuant to A.R.S. 38-511.
9. **Non Discrimination:** Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, 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.
10. **No Boycott of Israel:** Pursuant to A.R.S. 35-393.01, the Town may not enter into a contract with an entity to acquire services, unless the contract includes a written certification that the entity is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. By signing below, Contractor makes this certification.
11. **Safety:** The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under this Contract. The "Contractor" will be solely responsible for implementing and enforcing the safety requirements of this Act.
12. **Public Records:** The "Contractor" understands that the "Town" is a public entity subject to Arizona's public records laws as codified in Arizona Revised Statutes Title 39, as interpreted by Arizona case law. Internal control over all financial transactions related to the Contract shall be in accordance with sound fiscal policies. The "Town" may, at reasonable times and places, audit the books and records of the "Contractor", or any and all the sub-contractors' records. Such audit shall be limited to the subject matter of this Contract and the execution of its Scope of Work.
13. Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

- 14. Any notice required or permitted to be given under this Agreement shall be in writing. Notice to the Town of Huachuca City shall be addressed and mailed as follows:

Town Manager  
 Town of Huachuca City  
 500 N. Gonzales Blvd.  
 Huachuca City, AZ 85616

Notice to "Contractor" shall be addressed and mailed as follows:

Southwest Building Inspection Service, Inc.  
 3965 E. Foothills Drive Suite D  
 Sierra Vista, Az 85635

This document constitutes the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties.

\_\_\_\_\_  
 Southwest Building Inspection Service, Inc.

Proposal can be withdrawn if not  
 accepted within 30 days.

"Town" Acceptance of Agreement:

\_\_\_\_\_  
 Suzanne Harvey, Town Manager

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## ORDINANCE NO. 2024-01

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 5 “BUSINESS LICENSES AND REGULATIONS,” CHAPTER 5.05 “BUSINESS LICENSES,” TO ADOPT CHANGES TO THE REQUIREMENTS FOR ISSUANCE OF A BUSINESS LICENSE.**

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

**WHEREAS**, the Code, Chapter 5.05 “BUSINESS LICENSES” establishes the requirements and procedures for issuance of a business license; and

**WHEREAS**, pursuant to A.R.S. 9-240 (B)(10), (18) & (19), the Town is authorized to regulate and license business activities conducted within the Town; and

**WHEREAS**, the Town Council has determined that it would be in the best interests of the Town and its residents to adopt certain amendments to the Town’s requirements and procedures for issuance of business licenses; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on April 11, 2024, and at a subsequent meeting on April 25, 2024.

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

**SECTION 1.** The Code, Chapter 5.05 “BUSINESS LICENSES,” section 5.05.040 “Clerk to issue and renew licenses,” is amended by adding the underlined text, as follows:

### **05.05.040 Clerk to issue and renew business licenses.**

The clerk shall issue and renew licenses in accordance with the provisions of this chapter. If the business is to be located within the town limits, the business location must be inspected and approved by the building official, or his designated representative, prior to the issuance of the business license to ensure the building and site meet the provisions of the building

code, as well as the minimum requirements for zoning, safety, fire, Americans with Disabilities Act, and town regulations and ordinances. The building official will issue a certificate of occupancy once he is satisfied the location meets all the requirements, at which time the business license will be issued. If the business is to be located within the Town limits, a zoning compliance certificate must be obtained from the Building Official before a business license can be issued. Upon verification by the Building Official that the business is in the approved zoning, the Clerk may issue a license to the applicant before the formal zoning compliance certificate is approved by the Building Official, and that the determination from the Building Official concerning the zoning compliance certificate be forthcoming in a period not to exceed five business days.

Exceptions. A zoning compliance certificate shall not be required for the following:

(A) The renewal of a business license by the original holder of the license for the same use at the same location.

(B) The issuance of a new business license for a use permitted within a commercial building or shopping center developed and constructed in conformance with a site plan approved by the Building Official

(C) The business is located outside the limits of the Town.

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 25th DAY OF APRIL, 2024.

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

ATTEST:

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

Approved as to Form:

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



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

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

## RESOLUTION NO. 2024-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH THE ARIZONA STATE FORESTER FOR COOPERATION IN FIGHTING FIRES AND ESTABLISHING REIMBURSEMENT RATES.

WHEREAS, the Town has established a fire department, pursuant to 9-240(B)(7)(a); and

WHEREAS, the Town may be requested to respond to fire incidents on land under the jurisdiction of the State Forester; and

WHEREAS, the State Forester may have equipment and other resources available to the Town should the Town need additional resources to fight fires on land within its own jurisdiction; and

WHEREAS, the State Forester and the Town of Huachuca City may contract for services and enter into agreements with one another for joint or cooperative action, pursuant to A.R.S. sections 11-952 and 9-240(B)(7)(a); and

WHEREAS, attached hereto as Exhibits “A” and “B” and incorporated herein by this reference, are agreements, pursuant to which, the Town and the State Forester may request assistance from one another, and may seek reimbursement from one another for any resources provided; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreements is in the best interest of the Town and its residents.

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

**Section 1.** The Town is hereby authorized to enter into the Intergovernmental Agreements between the Town of Huachuca City and the State Forester for joint or cooperative action in responding to fires, attached hereto as Exhibits AA” and “B.@

**Section 2.** The Mayor of the Town of Huachuca City is hereby authorized and directed to execute said Intergovernmental Agreements 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 Agreements and give them effect.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 11<sup>th</sup> DAY OF APRIL, 2024.**

ATTEST:

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

Approved as to Form:

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

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

EXHIBITS A and B

*[Cooperative Agreements with State Forester must be Attached.]*

Contract No. \_\_\_\_\_

**ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT  
COOPERATIVE AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between Town of Huachuca City hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Intergovernmental Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. §§ 37-1303, 37-1302(13), 48-805(B)(17), 9-240(B)(7)(a) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

**A. THE STATE FORESTER AGREES:**

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State Forester. Per A.R.S. § 37-1305(H), the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each

request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where it could no longer maintain an adequate level of fire protection on lands within its boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

**B. THE COOPERATOR AGREES:**

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;
5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are

the incident commander;

6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain the following minimum insurance coverage.

***Insurance Requirements for Any Contractors Used by a Party to the Agreement:***

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Cooperator or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors are free to purchase additional insurance.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. The term "Contractor" throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section

19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.1 are applicable to the Cooperator.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its**

**departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:** Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

**H. EXCEPTIONS:** In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or

university then none of the above shall apply.

20.

**INDEMNIFICATION:**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims to the extent arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**IT IS MUTUALLY AGREED:**

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the general Cooperative Agreement and attached at a later date and prior to hiring.
3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperater;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.

7. **Inspection and Audit of Records:** Pursuant to A.R.S. §§ 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. §§ 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester  
 Arizona Dept. of Forestry & Fire Mgt.  
 1110 West Washington, Suite 500  
 Phoenix, AZ 85007  
 602-771-1400  
 602-771-1421 fax

Cooperator:

Town of Huachuca City, Attn: Town Manager  
 500 N Gonzales Blvd.  
 Tucson, AZ 85746  
 (520) 456-1354  
 sharvey@huachucacityaz.gov  
 www.huachucacityaz.gov

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with § 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.
13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
14. **Term:** This Agreement will continue (10) ten years from the effective date, unless terminated by either party by (30) thirty days written notice to the other. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.



15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

**COOPERATOR:**  
Town of Huachuca City

Suzanne Harvey  
(Print Name)

\_\_\_\_\_  
Signature

Town Manager

\_\_\_\_\_  
Date

**STATE FORESTER:**

Thomas A. Torres  
Print Name

\_\_\_\_\_  
Signature

State Forester  
Title

\_\_\_\_\_  
Date

# Bid Proposal



100% Employee Owned

## KE&G Construction, Inc.

1601 Paseo San Luis, Suite #202

Sierra Vista, Arizona

Contact: Kevin Wilusz

Phone: 520-955-4305

Email: kwilusz@kegtus.com

Quote To:

Job Name:

Huachuca City Hunt Park BB Court & R

Date of Plans:

Estimate No.:

240327-SV-5

Revision Date:

Phone:

Fax:

Our proposal follows:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1.00	LS.	18,550.00	18,550.00
2	Concrete pad for Bball court	1,200.00	SF	21.40	25,680.00
3	New bathroom fixtures	1.00	LS	46,300.00	46,300.00
<b>GRAND TOTAL</b>					<b>\$90,530.00</b>

**NOTES:**

- Proposal is based upon the following Scope of Work:
- Concrete will be 40x40 with 20x20 already in place. Concrete is 6" thick. Does not include basketball hoops.
- Bathroom is new prison style fixtures, assumes that the plumbing and electrical is functional and is up to code.
- After entry to restroom structure will be able to inspect for roof and other structural suitability.
- Any increases in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price excludes: Traffic Control, Engineering, Survey, Material (QA/QC) Testing, SWPPP, Site Stabilization, Pavement Removal, Pavement Replacement, Over-Excavation, Off-Site Export, Landscape Establishment, Seeding, Herbicide, Permits, and Bond.
- Proposal includes: Labor, Equipment, Materials, Supervision, and Taxes.
- Price shown DOES NOT include Performance and Payment Bond. Add 1% if bond is required.
- Pricing is valid for 60 days

# Bid Proposal



100% Employee Owned

## KE&G Construction, Inc.

1601 Paseo San Luis, Suite #202

Sierra Vista, Arizona

Contact: Kevin Wilusz

Phone: 520-955-4305

Email: kwilusz@kegtus.com

Quote To:

Job Name: Huachuca City Library Parking Lot

Date of Plans:

Estimate No.: 240327-SV-2

Phone:

Revision Date:

Fax:

Our proposal follows:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1.00	LS.	4,300.00	4,300.00
2	Crack Seal	5,100.00	LF	1.00	5,100.00
3	Seal Coat w/Liquid Road	5,000.00	SY	3.75	18,750.00
4	Striping	1.00	LS	8,200.00	8,200.00

**GRAND TOTAL**

**\$36,350.00**

**NOTES:**

- Proposal is based upon the following Scope of Work:
- This is for crack sealing, sealing with Liquid Road and re-striping the Library parking lot front & back.
- If both this and the handicap are constructed the striping will go down in cost between the two
- Any increases in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price excludes: Traffic Control, Engineering, Survey, Material (QA/QC) Testing, SWPPP, Site Stabilization, Pavement Removal, Pavement Replacement, Over-Excavation, Off-Site Export, Cost of Construction Water, Landscape Establishment, Seeding, Herbicide, Permits, and Bond.
- Proposal includes: Labor, Equipment, Materials, Supervision, and Taxes.
- Price shown DOES NOT include Performance and Payment Bond. Add 1% if bond is required.
- Pricing is valid for 60 days

# Bid Proposal



100% Employee Owned

## KE&G Construction, Inc.

1601 Paseo San Luis, Suite #202

Sierra Vista, Arizona

Contact: Kevin Wilusz

Phone: 520-955-4305

Email: kwilusz@kegtus.com

Quote To:

Job Name:

Huachuca City Re-build Tennis Court

Date of Plans:

Estimate No.:

240327-Sv-4

Revision Date:

Phone:

Fax:

Our proposal follows:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1.00	LS.	10,500.00	10,500.00
2	Remove & Re-pave BBall Court w/2" AC	700.00	SY	58.00	40,600.00
3	Remove & Re-pave Tennis Court w/2" AC + 2 bollard	700.00	SY	62.00	43,400.00

**GRAND TOTAL**

**\$94,500.00**

**NOTES:**

- Proposal is based upon the following Scope of Work:
- Remove asphalt and subgrade to fit 4" AB and 2" MAG 3/8" Asphalt Mix
- Tennis court has two bollards for the net
- Does not include striping
- Any increases in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price excludes: Traffic Control, Engineering, Survey, Material (QA/QC) Testing, SWPPP, Site Stabilization, Over-Excavation, Off-Site Export, Cost of Construction Water, Landscape Establishment, Seeding, Herbicide, Permits, and Bond.
- Proposal includes: Labor, Equipment, Materials, Supervision, and Taxes.
- Price shown DOES NOT include Performance and Payment Bond. Add 1% if bond is required.
- Pricing is valid for 60 days

# Bid Proposal



100% Employee Owned

## KE&G Construction, Inc.

1601 Paseo San Luis, Suite #202

Sierra Vista, Arizona

Contact: Kevin Wilusz

Phone: 520-955-4305

Email: kwilusz@kegtus.com

Quote To:

Job Name:

Huachuca City City Hall Parking Lot

Date of Plans:

Estimate No.:

240327-SV

Revision Date:

Phone:

Fax:

Our proposal follows:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1.00	LS.	16,100.00	16,100.00
2	Crack Seal Parking Lot	7,900.00	LF	0.90	7,110.00
3	Liquid Road Parking Lot past Fire Station	5,180.00	SY	3.80	19,684.00
4	Concrete Vertical Curb for new island 110x5	230.00	LF	65.00	14,950.00
5	Solar Street Light	2.00	EA	15,500.00	31,000.00
6	Re-Stripe Parking Lot	1.00	LS	3,000.00	3,000.00

**GRAND TOTAL**

**\$91,844.00**

**NOTES:**

- Proposal is based upon the following Scope of Work:
- This will add a concrete vertical curb island 50 ft long along the road with 2 solar street lights.
- The seal coat area goes to the fire station both front & back
  
- Any increases in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price excludes: Traffic Control, Engineering, Survey, Material (QA/QC) Testing, SWPPP, Site Stabilization, Pavement Removal, Pavement Replacement, Over-Excavation, Off-Site Export, Landscape Establishment, Seeding, Herbicide, Permits, and Bond.
- Proposal includes: Labor, Equipment, Materials, Supervision, and Taxes.
- Price shown DOES NOT include Performance and Payment Bond. Add 1% if bond is required.
  
- Pricing is valid for 60 days

# Bid Proposal



100% Employee Owned

## KE&G Construction, Inc.

1601 Paseo San Luis, Suite #202

Sierra Vista, Arizona

Contact: Kevin Wilusz

Phone: 520-955-4305

Email: kwilusz@kegtus.com

Quote To:

Job Name: Handicap ramp

Date of Plans:

Estimate No.: 240327-SV-1

Revision Date:

Phone:

Fax:

Our proposal follows:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1.00	LS.	2,100.00	2,100.00
2	Demo Concrete	25.00	SF	78.00	1,950.00
3	Handicap ramp w/wings	1.00	EA	4,370.00	4,370.00
4	Re-stripe Handicap Ramp Parking	8.00	EA	1,050.00	8,400.00
<b>GRAND TOTAL</b>					<b>\$16,820.00</b>

### NOTES:

- Proposal is based upon the following Scope of Work:
- Remove concrete at the back of the building to install a handicap ramp.
- Re-stripe eight handicap parking spots in the back parking lot
- Cover existing handicap parking markings in front of building
- Any increases in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price excludes: Traffic Control, Engineering, Survey, Material (QA/QC) Testing, SWPPP, Site Stabilization, Pavement Removal, Pavement Replacement, Over-Excavation, Off-Site Export, Cost of Construction Water, Landscape Establishment, Seeding, Herbicide, Permits, and Bond.
- Proposal includes: Labor, Equipment, Materials, Supervision, and Taxes.
- Price shown DOES NOT include Performance and Payment Bond. Add 1% if bond is required.
- Pricing is valid for 60 days