



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE**
Thursday, March 13, 2025, 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 February 27, 2025 and the Special Emergency Meeting held on March 7, 2025.
- C.2 Consider approval of the Payment Approval Report.

D. Unfinished Business before the Council – Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E. New Business Before Council - Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E.1 Discussion and/or Action [Mayor Wallace]: Retirement of Public Works Director, James Halterman.

E.2 Discussion and/or Action [Mayor Wallace]: Recognition of police department employee, Rebecca Sizemore, for her service to the Town.

E.3 Discussion and/or Action [Dr. Jim Johnson]: Desert Sage Rezoning – First Reading of Ordinance No. 2025-01 - CHANGING THE ZONING OF 2.64 ACRES OF PROPERTY OWNED BY DESERT SAGE APARTMENTS, L.L.C., GENERALLY SITUATED AT 712 GONZALES BLVD. (TAX PARCEL NO. 106-47-024), FROM “B/C” (“GENERAL BUSINESS/COMMERCIAL DISTRICT”) TO “R-4” (“RESIDENTIAL DISTRICT”).

E.4 Discussion and/or Action [Ruben Villa]: Truth in Taxation presentation: Staff will request guidance on whether to move forward with pursuing a possible property tax increase for budget planning purposes for fiscal year 2025-2026. All anticipated Town revenues and expenditures may be discussed.

E.5 Discussion and/or Action [Dr. Jim Johnson]: Presentation from the Zoning Administrator concerning the Town’s current regulations with respect to renting out portions of dwelling units.

E.6 Discussion and/or Action [Suzanne Harvey]: Staff seeks input from the Council for the Town’s Strategic Planning Retreat, scheduled for April 1, 2025, to plan the Town’s strategic direction for the next few years.

E.7 Discussion and/or Action [Chief Berry]: Approval of an agreement with Off Duty Management, Inc., to help manage and coordinate our off-duty police officers working for other entities; and consideration and approval of the police department’s off duty employment policy.

E.8 Discussion and/or Action [Stephanie Fulton]: Approval of a Library Services and Technology Act (LSTA) grant in the amount of \$4000.00 to renew the Library’s WIFI Hotspot Lending Program.

E.9 Discussion and/or Action [Stephanie Fulton]: Approval of a Library Services and Technology Act (LSTA) grant in the amount of \$4000.00 for the purchase of STEAM materials available for checkout by patrons.

E.10 Discussion and/or Action [Suzanne Harvey]: Approval of an agreement with the Legacy Foundation to use their Outreach Center as a venue for the Town’s Strategic Planning Retreat.

E.11 Discussion and/or Action [Chief Berry]: Approval to purchase a vehicle for the police department.

E.12 Discussion and/or Action [Suzanne Harvey]: Approval of a purchase agreement with HME, INC., for a Type 6 wildland truck on a Ford F-550 4-door 4x4 chassis.

E.13 Discussion and/or Action [Mayor Wallace]: Proclamation No. 2025-02 – A proclamation of the Mayor declaring the Month of April as Garden Month in the Town of Huachuca City.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on March __, 2025, at the following locations:

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

Ms. Brandye Thorpe

Town Clerk

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

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



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
February 27, 2025 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, Cynthia Butterworth, Danielle Cardella, Nallely Arreola, Debra Trate, Geovona Thompson, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (not voting), Town Attorney Thomas Benavidez (Not voting).

Absent: Christy Hirshberg

- 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

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Mayor Wallace allows Bill Stein to speak. He states that he was trying to get a mobile home and place on some property but he is prohibited to place it anywhere but in a park. This is per Town Code. He would like that changed. He also speaks about the pedestrian crossing that ADOT put in and that he believes it is unsafe. He addresses getting the Tennis Courts completed. He also speaks about the sewer rates and that he believes they should be based on winter water usage, not summertime.

C. Consent Agenda - Mayor

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C.1 Consider approval of the Minutes of the Regular Council meeting held on February 13, 2025.

C.2 Consider approval of the Payment Approval Report.

Motion: Items listed on the Consent Agenda Action: Open for discussion and/or Action, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Motion: Approval of the items on the Consent Agenda, **Action:** Approve, **moved by** Johann Wallace, **Seconded by Cynthia Butterworth.**

Motion passed unanimously.

D. Unfinished Business before the Council – Mayor

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E. New Business Before Council - Mayor

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E.1 Discussion and/or Action [Ruben Villa]: Presentation of the Town’s financials for the month of January.

Motion: Item E.1 Action: Open for discussion and/or Action, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Ruben Villa gives a detailed presentation to Council, depicting the Town's financial state as of January, 2025. He provides in depth information for the new Councilmembers who have not previously been provided with these presentations. He asks Council for feedback about the presentation and if there is anything they would like to see in the future, or anything they don't want to see. Council agrees that they like the way it was presented, especially the graphs. They determine that these presentations should be done quarterly with reports going out to Council and Staff monthly.

E.2 Discussion and/or Action [Suzanne Harvey]: Approval of training for Landfill personnel in the approximate amount of \$ 6,000.00.

Motion: Item E.2 Agenda Action: Open for discussion and/or Action, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Mayor Wallace states he is all in favor of this. Councilmember Trate agrees.

Motion: Training for landfill personnel in the approximate amount of \$6,000.00, Action: Approve, moved by Johann Wallace, Seconded by Cynthia Butterworth. Motion passed unanimously.

E.3 Discussion and/or Action [Suzanne Harvey]: Resolution No. 2025-03 – Approving renewal of the Intergovernmental Agreement [IGA] with Sierra Vista and Cochise County for public safety dispatch services from the Southeastern Arizona Communications Center [SEACOM].

Motion: Item E.3 Agenda Action: Open for discussion and/or Action, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Manager Harvey explains that it is time to renew. They provide our 911 dispatching services. They are working on a metrics to determine fees so we will see a change next year. For this year they are keeping all the fees the same as they have been since we first signed on with them. Councilmember Trate asks if more people have joined. Manager Harvey advise they have. Councilmember Trate asks if that reduces our portion. Manager Harvey states that is why they are working on a new metrics to determine fees.

Motion: Resolution 2025-03, Action: Approve, moved by Johann Wallace, Seconded by Cynthia Butterworth. Motion passed unanimously.

E.4 Discussion and/or Action [Suzanne Harvey]: Approval of the proposed Council meeting schedule for work to develop the Town's budget for fiscal year 2026.

Motion: Item E.4 Agenda Action: Open for discussion and/or Action, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Mayor Wallace advises he has no issues with the schedule, except that he will likely not be here for the June 26th one. Manager Harvey explains that most of the dates on the schedule do not affect Council they are more for staff. There are key dates that do and that is one of them. The other thing she wanted to mention is the Truth in Taxation presentation to Council. We are looking for feedback if you are interested in looking at raising property taxes. If you are not interested we need to know that now so we don't put a lot of time and effort into figuring it out and we wouldn't need that first meeting, the one on 3/13.

Motion: The proposed Council meeting schedule for work to develop the Town's budget for fiscal year 2026, **Action:** Approve, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Motion passed unanimously.

E.5 Discussion and/or Action [Mayor Wallace]: Appointment of a Council Member to serve as the alternate on the Sierra Vista Metropolitan Planning Organization [SVMPO] Board.

Motion: Item E.2 Agenda **Action:** Open for discussion and/or Action, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Manager Harvey advises that Christy Hirshberg volunteered. Councilmember Trate advises that she was interested also. Mayor Wallace states that Councilmember Trate has 2 years left in her term and Mayor Pro Tem Hirshberg has 4. He thinks it would make sense to have Christy cover it just for the consistency perspective. He also knows who else is on the board and having the Mayor Pro Tem serve could also help us.

Motion: Appoint Christy Hirshberg as the alternate on the SVMPO board, **Action:** Appoint, moved by Johann Wallace, Seconded by Debra Trate.

Motion passed unanimously.

E.6 Discussion and/or Action [Attorney Benavidez]: Annual training for Council, addressing legal and ethical responsibilities of public officers.

Motion: Item E.2 Agenda **Action:** Open for discussion and/or Action, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Attorney Benavidez gives a detailed presentation to Council covering multiple topics pertinent to Councilmembers and other public officials.

F. Reports of Current Events by Council

Councilmember Butterworth- February 19th SVMPO meeting planning the Arizona Transportation Summit. February 20th attended the Business at Twilight. Food Distribution was on the 21st. Yesterday was the MPO Directors meeting.

Councilmember Cardella- nothing to report

Councilmember Trate- Going to the Hispanic Chamber Mixer tomorrow in Tombstone

Mayor ProTem Hirshberg- not in attendance

Councilmember Arreola- nothing to report
Councilmember Thompson- working to schedule a meeting with Town Clerk
Mayor Wallace- Been watching things at the legislative level.

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 March 13, 2025.

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 February 27, 2025. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk



TOWN OF HUACHUCA CITY

The Sunset City

MEETING MINUTES OF THE HUACHUCA CITY TOWN COUNCIL **SPECIAL EMERGENCY MEETING**

Friday, March 7, 2025, at 2:00 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 (telephonic), Cynthia Butterworth, Christy Hirshberg(telephonic), Danielle Cardella(telephonic), Nallely Arreola(telephonic), Debra Trate(telephonic), Geovona Thompson(telephonic), Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (not voting).

Absent: Town Attorney Thomas Benavidez (Not voting)

Mayor Wallace thanks Council for attending this very last minute meeting.

B. New Business Before Council - Mayor

B.1 FEDERAL 5310 GRANT FOR ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES [Manager Harvey]: Adoption of Resolution 2025-04 approving a grant agreement for receipt of Federal Transit Administration [FTA] funds through the Arizona Department of Transportation [ADOT] for funding to provide public transportation services. The Grant application deadline is 3:00 pm, March 7, 2025, and the Town Council would have to approve the grant agreement by this time for the Town to be eligible to receive funding.

Motion: Item B1, Action: Open for discussion and/or action, Moved by Johann Wallace, Seconded by Cynthia Butterworth

Manager Harvey advises that this is for the 5310 Grant to be able to be submitted by 3pm today. She states that this is our first time applying and we were unaware that this was required prior to submitting the application until yesterday. We will submit the application as soon as Council approves this if they do.

Motion: Resolution 2025-04 , Action: Adopt, Moved by Johann Wallace, Seconded by Cynthia Butterworth
Motion passed unanimously.

C. Adjournment

Motion: To Adjourn, Action: Adjourn, Moved by Johann Wallace, Seconded by Cynthia Butterworth
Motion passed unanimously.

Approved by Mayor Johann R. Wallace on March 13, 2025.

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 7, 2025. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
AFLAC							
1030	AFLAC	536889	Supplemental Employee Insuranc	01/15/2025	2,363.52	2,363.52	10-22520
1030	AFLAC	821120	Supplemental Employee Insuranc	02/15/2025	1,542.56	1,542.56	10-22520
Total AFLAC:					3,906.08	3,906.08	
Amazon Capital Services, Inc							
10491	Amazon Capital Services, Inc	1PYN-HXF9-4	Cleaning, office supplies	03/01/2025	202.28	202.28	10-43-460
10491	Amazon Capital Services, Inc	11K9-XT9H-69	Emergency Light for Library.	03/01/2025	22.77	22.77	10-57-500
10491	Amazon Capital Services, Inc	1DNY-WL6K-4	Security lights for the Library (2 P	03/01/2025	75.92	75.92	10-57-500
10491	Amazon Capital Services, Inc	14TH-H16D-X	Replace Timer for Tennis Court, a	03/01/2025	498.11	498.11	10-60-460
10491	Amazon Capital Services, Inc	1Q6Q-Q41Y-LL	28 Inch Traffic Safety Cones with	02/01/2025	188.77	188.77	23-40-460
10491	Amazon Capital Services, Inc	11N1-9N6J-1G	2000 Watts Power Inverter neede	03/01/2025	303.78	303.78	52-40-470
Total Amazon Capital Services, Inc:					1,291.63	1,291.63	
Arizona Business Equipment							
10455	Arizona Business Equipment	AR43441	Printing AD	03/01/2025	443.72	443.72	10-43-300
10455	Arizona Business Equipment	AR43441	Printing PD	03/01/2025	76.49	76.49	10-51-295
10455	Arizona Business Equipment	AR43441	Printing LB	03/01/2025	74.89	74.89	10-62-300
Total Arizona Business Equipment:					595.10	595.10	
Arrowhead Forensics							
10318	Arrowhead Forensics	178656	20 Arrowhead Forensic Blood Kits	02/24/2025	159.55	159.55	10-51-440
Total Arrowhead Forensics:					159.55	159.55	
AZ Department of Corrections Labor							
1315	AZ Department of Corrections Lab	D084744 2025	Labor AD	02/20/2025	25.50	25.50	10-43-366
1315	AZ Department of Corrections Lab	D084744 2025	Labor PD	02/20/2025	2.84	2.84	10-51-366
1315	AZ Department of Corrections Lab	D084744 2025	Labor PW	02/20/2025	8.50	8.50	10-57-366
1315	AZ Department of Corrections Lab	D084744 2025	Labor LB	02/20/2025	28.33	28.33	10-62-366
1315	AZ Department of Corrections Lab	D084744 2025	Labor Water	02/20/2025	38.25	38.25	51-40-366
1315	AZ Department of Corrections Lab	D084744 2025	Labor Sewer	02/20/2025	38.25	38.25	52-40-366
1315	AZ Department of Corrections Lab	D084744 2025	Labor LF	02/20/2025	28.33	28.33	55-40-366
Total AZ Department of Corrections Labor:					170.00	170.00	
AZ Department of Corrections Mileage							
10743	AZ Department of Corrections Mil	D084733 2025	Mileage- AD	02/06/2025	122.88	122.88	10-43-366
10743	AZ Department of Corrections Mil	D084744 2025	Mileage- AD	02/24/2025	107.74	107.74	10-43-366
10743	AZ Department of Corrections Mil	D084733 2025	Mileage- PD	02/06/2025	13.65	13.65	10-51-366
10743	AZ Department of Corrections Mil	D084744 2025	Mileage- PD	02/24/2025	11.97	11.97	10-51-366
10743	AZ Department of Corrections Mil	D084733 2025	Mileage- PW	02/06/2025	27.31	27.31	10-57-366
10743	AZ Department of Corrections Mil	D084744 2025	Mileage- PW	02/24/2025	35.91	35.91	10-57-366
10743	AZ Department of Corrections Mil	D084733 2025	Mileage- LB	02/06/2025	68.27	68.27	10-62-366
10743	AZ Department of Corrections Mil	D084744 2025	Mileage- LB	02/24/2025	119.71	119.71	10-62-366
10743	AZ Department of Corrections Mil	D084733 2025	Mileage- Water	02/06/2025	122.87	122.87	51-40-366
10743	AZ Department of Corrections Mil	D084744 2025	Mileage- Water	02/24/2025	161.60	161.60	51-40-366
10743	AZ Department of Corrections Mil	D084733 2025	Mileage- Sewer	02/06/2025	122.87	122.87	52-40-366
10743	AZ Department of Corrections Mil	D084744 2025	Mileage- Sewer	02/24/2025	161.60	161.60	52-40-366

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
10743	AZ Department of Corrections Mil	D084733 2025	Mileage- LF	02/06/2025	136.54	136.54	55-40-366
10743	AZ Department of Corrections Mil	D084744 2025	Mileage- LF	02/24/2025	119.71	119.71	55-40-366
Total AZ Department of Corrections Mileage:					1,332.63	1,332.63	
AZ Dept of Revenue							
1410	AZ Dept of Revenue	FEB TPT	February TPT	03/05/2025	2,705.52	2,705.52	51-22200
Total AZ Dept of Revenue:					2,705.52	2,705.52	
Az State Treasurer							
1274	Az State Treasurer	655	monthly conversions	03/04/2025	7,325.50	7,325.50	20-40-200
Total Az State Treasurer:					7,325.50	7,325.50	
Barnett's Towing L.L.C.							
1495	Barnett's Towing L.L.C.	484421	Impound tow 250226-01	02/26/2025	131.25	131.25	10-51-505
1495	Barnett's Towing L.L.C.	484569	DR 250210-05 Impound tow	02/10/2025	183.75	183.75	10-51-505
Total Barnett's Towing L.L.C.:					315.00	315.00	
Cigna Healthcare (FACETS Plans only)							
10251	Cigna Healthcare (FACETS Plans	FEB2025	Employee Health Insurance	02/28/2025	14,982.81	14,982.81	10-22500
Total Cigna Healthcare (FACETS Plans only):					14,982.81	14,982.81	
Cintas Corporation No. 445							
10067	Cintas Corporation No. 445	4221989619	Office Supplies	02/24/2025	34.65	34.65	10-43-460
10067	Cintas Corporation No. 445	4222853466	Office Supplies	03/04/2025	21.69	21.69	10-43-460
10067	Cintas Corporation No. 445	4221989698	Uniforms- PW	02/24/2025	11.66	11.66	10-57-410
10067	Cintas Corporation No. 445	4222853464	Uniforms- PW	03/04/2025	11.66	11.66	10-57-410
10067	Cintas Corporation No. 445	4221989698	Uniforms- Water	02/24/2025	52.52	52.52	51-40-410
10067	Cintas Corporation No. 445	4222853464	Uniforms- Water	03/04/2025	52.52	52.52	51-40-410
10067	Cintas Corporation No. 445	4221989698	Uniforms- Sewer	02/24/2025	52.52	52.52	52-40-410
10067	Cintas Corporation No. 445	4222853464	Uniforms- Sewer	03/04/2025	52.52	52.52	52-40-410
10067	Cintas Corporation No. 445	4221989659	Landfill Supplies	02/24/2025	5.92	5.92	55-40-290
10067	Cintas Corporation No. 445	4222853378	Landfill Supplies	03/04/2025	5.92	5.92	55-40-290
10067	Cintas Corporation No. 445	4221989619	Landfill Uniforms	02/24/2025	102.77	102.77	55-40-410
10067	Cintas Corporation No. 445	4221989659	Landfill Uniforms	02/24/2025	32.13	32.13	55-40-410
10067	Cintas Corporation No. 445	4222853378	Landfill Uniforms	03/04/2025	32.13	32.13	55-40-410
10067	Cintas Corporation No. 445	4222853466	Uniforms- LF	03/04/2025	102.45	102.45	55-40-410
Total Cintas Corporation No. 445:					571.06	571.06	
Cochise County Treasurer							
1867	Cochise County Treasurer	654	50357	03/04/2025	34.03	34.03	20-40-200
Total Cochise County Treasurer:					34.03	34.03	
Cochise Lock & Safe							
1863	Cochise Lock & Safe	129445	need to rekey lock in my office	02/25/2025	102.44	102.44	55-40-290
Total Cochise Lock & Safe:					102.44	102.44	
Elite Sales and Service, LLC							
2130	Elite Sales and Service, LLC	INV-48704	FS70R Weed Eater.	02/20/2025	351.22	351.22	10-57-540
2130	Elite Sales and Service, LLC	INV-48694	613C Scraper. Has no throttle or	02/20/2025	31,877.88	31,877.88	55-40-610

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Elite Sales and Service, LLC:					32,229.10	32,229.10	
ESG Corp							
10787	ESG Corp	46805	COBRA Monthly	02/10/2025	40.95	40.95	10-43-122
Total ESG Corp:					40.95	40.95	
Garden Canyon Towing, LLC							
2348	Garden Canyon Towing, LLC	45970	DR#250218-15 Impound tow of 2	02/18/2025	172.66	172.66	10-51-505
Total Garden Canyon Towing, LLC:					172.66	172.66	
General Fund(Trust)							
2364	General Fund(Trust)	656	monthly court conversions	03/04/2025	9,864.91	9,864.91	20-40-200
Total General Fund(Trust):					9,864.91	9,864.91	
Goering, Roberts, Rubin, Brogna, Enos							
10629	Goering, Roberts, Rubin, Brogna,	20732	Huachuca City Police Department	02/18/2025	22.50	22.50	10-51-230
Total Goering, Roberts, Rubin, Brogna, Enos:					22.50	22.50	
Gregory C. Rainey							
10562	Gregory C. Rainey	653	Payment Case No. M0248CM202	02/20/2025	191.89	191.89	20-40-200
Total Gregory C. Rainey:					191.89	191.89	
Josefina Sabori							
10664	Josefina Sabori	2/24/2025	Water Refund	02/28/2025	19.85	19.85	51-21350
10664	Josefina Sabori	2/24/2025	Sewer Refund	02/28/2025	25.00	25.00	52-21350
Total Josefina Sabori:					44.85	44.85	
Mac's Towing LLC							
9867	Mac's Towing LLC	10930	Impound tow whi 2011 Honda Civi	02/22/2025	172.66	172.66	10-51-505
Total Mac's Towing LLC:					172.66	172.66	
McCoys Septic Services LLC							
10819	McCoys Septic Services LLC	4443	Pump Station Dump	02/04/2025	190.00	190.00	55-40-360
10819	McCoys Septic Services LLC	6492	Pump Station Dump	03/03/2025	190.00	190.00	55-40-360
Total McCoys Septic Services LLC:					380.00	380.00	
Moyes Sellers & Hendricks							
10370	Moyes Sellers & Hendricks	42132	Gila River Adjudication Proceedin	03/04/2025	397.50	397.50	51-40-650
Total Moyes Sellers & Hendricks:					397.50	397.50	
P&M Construction Services Inc							
10572	P&M Construction Services Inc	2115	Rental for 623F Scraper. \$7,680	02/17/2025	7,680.00	7,680.00	55-40-650
Total P&M Construction Services Inc:					7,680.00	7,680.00	
Patrick K Greene							
4527	Patrick K Greene	FEBRUARY 20	Prosecution fees Feb 2025	02/21/2025	1,140.00	1,140.00	10-45-120

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Patrick K Greene:					1,140.00	1,140.00	
Perry Management Corporation							
10800	Perry Management Corporation	THC24-006	Solide Waste Management Servic	01/31/2025	45,042.24	45,042.24	67-40-840
Total Perry Management Corporation:					45,042.24	45,042.24	
PITNEY BOWES BANK INC							
3187	PITNEY BOWES BANK INC	1630/1/17/25	Postage- Admin	01/17/2025	10.00	10.00	10-43-440
Total PITNEY BOWES BANK INC:					10.00	10.00	
Principal Life Insurance Co							
4121	Principal Life Insurance Co	3/1-3/31	employee benefit	02/15/2025	706.52	706.52	10-22530
Total Principal Life Insurance Co:					706.52	706.52	
Quest Diagnostics							
1070	Quest Diagnostics	9214279972	New Hires- Drug Screening	02/25/2025	38.40	38.40	10-43-465
Total Quest Diagnostics:					38.40	38.40	
Ruben A. Villa							
4360	Ruben A. Villa	H-034-030225	Consulting Services- Admin	03/02/2025	1,307.85	1,307.85	10-43-650
4360	Ruben A. Villa	H-034-030225	Consulting Services- Magistrate	03/02/2025	109.02	109.02	10-45-650
4360	Ruben A. Villa	H-034-030225	Consulting Services- Road User	03/02/2025	163.53	163.53	23-40-650
4360	Ruben A. Villa	H-034-030225	Consulting Services- Water	03/02/2025	980.79	980.79	51-40-650
4360	Ruben A. Villa	H-034-030225	Consulting Services- Sewer	03/02/2025	734.70	734.70	52-40-650
4360	Ruben A. Villa	H-034-030225	Consulting Services- Landfill	03/02/2025	654.11	654.11	55-40-650
Total Ruben A. Villa:					3,950.00	3,950.00	
Senergy Petroleum LLC							
10215	Senergy Petroleum LLC	SEN-974238	Diesel Exhaust Fluid	01/24/2025	3,307.15	3,307.15	55-40-476
10215	Senergy Petroleum LLC	SEN-978141	DYED-ULSD #2	01/26/2025	3,125.61	3,125.61	55-40-476
10215	Senergy Petroleum LLC	SEN-983571	CLEAR- ULSD #2	02/06/2025	4,959.73	4,959.73	55-40-476
Total Senergy Petroleum LLC:					11,392.49	11,392.49	
Southern Tire Mart							
10357	Southern Tire Mart	6020094686	Estimate 34312265, LT215/85R16	12/06/2024	1,189.55	1,189.55	23-40-610
Total Southern Tire Mart:					1,189.55	1,189.55	
Southwest Gas Corporation							
3879	Southwest Gas Corporation	11686 1/30-2/2	Gas Utility- Town Hall	03/04/2025	326.23	326.23	10-43-340
3879	Southwest Gas Corporation	89520 1/30/25-	Gas Utility- Library	03/04/2025	184.81	184.81	10-62-340
3879	Southwest Gas Corporation	04729 1/30-2/2	Gas Utility- Senior Center	03/04/2025	69.57	69.57	10-68-340
Total Southwest Gas Corporation:					580.61	580.61	
SW Building Inspection Service							
4025	SW Building Inspection Service	10866	Code Enforcement/Zoning	02/28/2025	4,700.00	4,700.00	10-54-360
Total SW Building Inspection Service:					4,700.00	4,700.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Tierra Water Management							
10566	Tierra Water Management	1547	Operator of Record Water	03/02/2025	500.00	500.00	51-40-650
10566	Tierra Water Management	1547	Operator of Record Sewer	03/02/2025	1,000.00	1,000.00	52-40-650
Total Tierra Water Management:					1,500.00	1,500.00	
TransWorld Network, Corp							
9629	TransWorld Network, Corp	16036168-A14	Internet Services- Landfill/PW	02/22/2025	95.52	95.52	55-40-481
Total TransWorld Network, Corp:					95.52	95.52	
USA BlueBook							
4278	USA BlueBook	INV00621804	Restock DPD Free Chlorine Rege	02/12/2025	205.97	205.97	51-40-510
Total USA BlueBook:					205.97	205.97	
WEX BANK							
10401	WEX BANK	102867331	Fuel AD	02/15/2025	6.91	6.91	10-43-475
10401	WEX BANK	102867331	Unassigned	02/15/2025	17.10	17.10	10-43-475
10401	WEX BANK	102867331	Fuel- PD	02/15/2025	317.40	317.40	10-51-475
10401	WEX BANK	102867331	Fuel Fire	02/15/2025	6.91	6.91	10-53-475
10401	WEX BANK	102867331	Fuel- PW	02/15/2025	122.51	122.51	10-57-475
10401	WEX BANK	102867331	Fuel- LB	02/15/2025	2.91	2.91	10-62-476
10401	WEX BANK	102867331	Fuel Transit	02/15/2025	4.91	4.91	10-65-475
10401	WEX BANK	102867331	Fuel- Water	02/15/2025	183.31	183.31	51-40-475
10401	WEX BANK	102867331	Fuel- Sewer	02/15/2025	304.90	304.90	52-40-475
10401	WEX BANK	102867331	Fuel- LF	02/15/2025	350.06	350.06	55-40-475
10401	WEX BANK	102867331	Fuel- Ft. Hc	02/15/2025	4.91	4.91	65-40-475
Total WEX BANK:					1,321.83	1,321.83	
Wist Office Products							
4169	Wist Office Products	2514387	3x5 memo pads, 50 sheets, narro	02/26/2025	17.52	17.52	10-51-290
4169	Wist Office Products	2514387	Binder Clips, small	02/26/2025	2.16	2.16	10-51-290
4169	Wist Office Products	2514387	Binder Clip, mini, 144/pack	02/26/2025	3.12	3.12	10-51-290
4169	Wist Office Products	2514387	Clasp Envelopes, 9.5x12.5, 100 p	02/26/2025	40.74	40.74	10-51-290
4169	Wist Office Products	2514981	G10 Comfort Plus Blue Nitrile 4mil	02/28/2025	124.98	124.98	10-51-290
Total Wist Office Products:					188.52	188.52	
Xpress Bill Pay							
4441	Xpress Bill Pay	INV-XPR02138	Credit/Debit Card Web Transactio	02/28/2025	115.61	115.61	51-40-483
4441	Xpress Bill Pay	INV-XPR02138	Credit/Debit Card Web Transactio	02/28/2025	115.61	115.61	52-40-483
4441	Xpress Bill Pay	INV-XPR02138	Credit/Debit Card Web Transactio	02/28/2025	346.83	346.83	55-40-483
Total Xpress Bill Pay:					578.05	578.05	
Grand Totals:					157,328.07	157,328.07	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
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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

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. 2025-01

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, CHANGING THE ZONING OF 2.64 ACRES OF PROPERTY OWNED BY DESERT SAGE APARTMENTS, L.L.C., GENERALLY SITUATED AT 712 GONZALES BLVD. (TAX PARCEL NO. 106-47-024), FROM “B/C” (“GENERAL BUSINESS/COMMERCIAL DISTRICT”) TO “R-4” (“RESIDENTIAL DISTRICT”).

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

WHEREAS, Desert Sage Apartments, L.L.C., is the owner of approximately 2.64 acres of land generally situated at 712 Gonzales Boulevard (tax parcel no. 106-47-024); and

WHEREAS, the owner has applied to the Town to change the zoning of the property from “B/C” (“General Business / Commercial District”) to “R-4” (“Residential District”); and

WHEREAS, the rezoning is requested to conform the present multi-family residential use of the property with the appropriate zoning classification; and

WHEREAS, the rezoning of the property would be in conformance with the Huachuca City General Plan; and

WHEREAS, a neighborhood meeting was held on February 3, 2025, and the Zoning Administrator held a public hearing on the rezoning request on February 18, 2025, and no opposition was expressed; and

WHEREAS, following the public hearing, the Zoning Administer recommended that the Town Council approve the request for rezoning of the property; and

WHEREAS, the Mayor and Council have determined that the rezoning request is in conformance with the General Development Plan, and all other requirements have been satisfied; 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 March 13, 2025, and at a subsequent meeting on March 27, 2025.

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

SECTION 1. The zoning of approximately 2.64 acres of land, generally situated at 712 Gonzales Boulevard (tax parcel no. 106-47-024), and more particularly described on Attachment “A” incorporated herein by this reference, is hereby changed from “B/C” (“Business / Commercial District”) to “R-4” (“Residential District”).

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 publish this Ordinance as required by A.R.S. 9-812 and 39-204 (C)(3).

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 27th DAY OF MARCH, 2025

Johann Wallace, Mayor

ATTEST:

Brandye Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez

Thomas Benavidez, Town Attorney

ATTACHMENT “A”

[Property Legal Description Must Be Attached]

TOWN OF HUACHUCA CITY
 Primary Property Tax Levy Options
 FY26

CITY REVENUE

Scenario	Neutral Rate	Neutral Levy	Proposed Rate	Proposed Levy Amt	Above Neutral	Increase %
Maximum Allowable	1.3722	\$ 115,008	1.5896	\$ 133,229	\$18,221	15.84%
Midpoint	1.3722	\$ 115,008	1.4809	\$ 124,118	\$9,110	14.95%
No Change	1.3722	\$ 115,008	1.3722	\$ 115,008	\$0	0%

EFFECT ON PROPERTY OWNERS

Scenario	Home Valued at		Proposed Rate	Tax Bill	Above Neutral	Increase %
Maximum Allowable	\$ 100,000.00		1.5896	\$158.96	\$21.74	15.84%
Midpoint	\$ 100,000.00		1.4809	\$148.09	\$10.87	14.95%
No Change	\$ 100,000.00		1.3722	\$137.22	\$0.00	0%

**TOWN OF HUACHUCA CITY
Property Tax Levy 8 Year Analysis**

	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	% Change over Prior
--	------	------	------	------	------	------	------	------	---------------------

Rate (Table 1)

Primary	1.3300	1.3300	1.3300	1.3233	1.3064	1.4475	1.4102	1.3722	(0.0380)
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Levy (Table 2)

Primary	99,204	99,820	95,963	98,191	98,755	111,620	113,684	115,008	1,324
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Valuation (Table 3)

Assessed	7,458,981	7,505,279	7,215,248	7,420,157	7,559,301	7,711,204	8,061,522	8,381,290	319,768
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Table 1

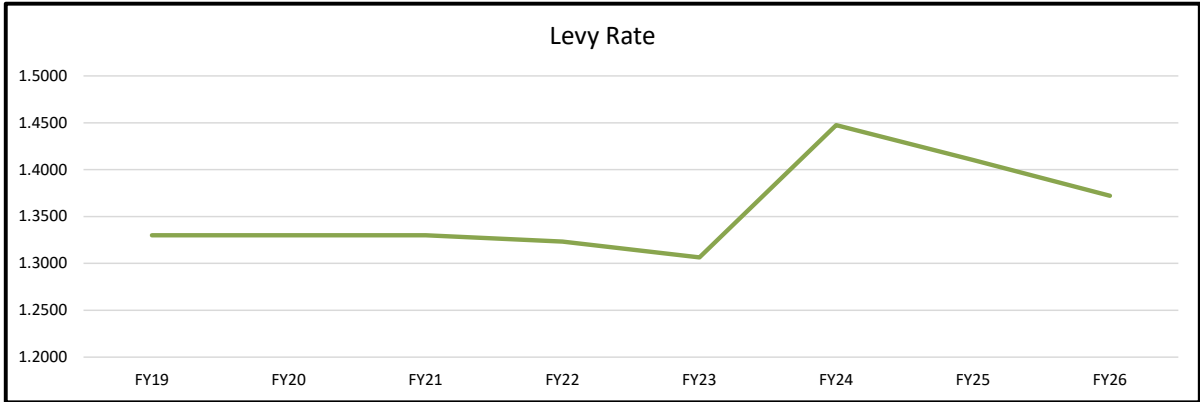


Table 2

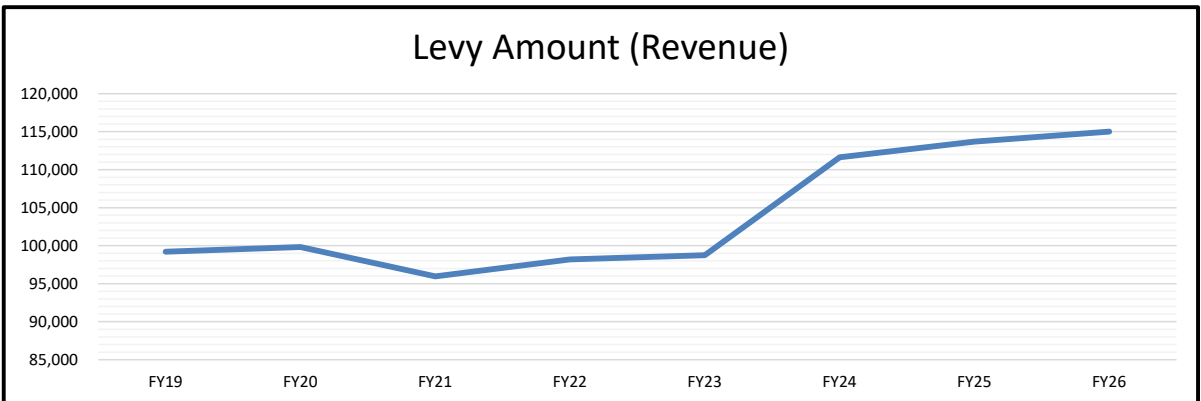
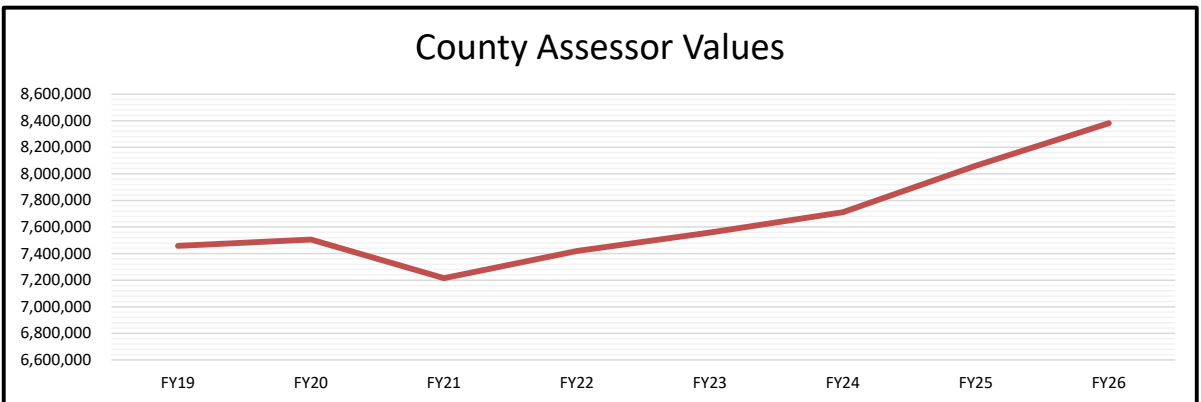


Table 3





OFF DUTY MANAGEMENT

Built By Officers For Officers

Please type in the fields, and check the boxes below.

AGENCY NAME:

1. Number of officers that currently staff your off-duty jobs?
2. Total annual hours for the last 12 months of off-duty work for the agency.
3. What are your current hourly off-duty pay rates?

Type	Hourly Rate	Notes
Regular		
Traffic		
Supervisor		
Holiday*		
Emergency/Last Minute**		
Other		

*If so, what are the recognized Holidays?

New Year's Eve	Good Friday	Independence Day	Thanksgiving Day	Christmas Day
New Year's Day	Easter	Labor Day	Day after	Other:
MLK Day	Memorial Day	Columbus Day	Thanksgiving	Other:
Presidents' Day	Juneteenth	Veterans Day	Christmas Eve	Other:

** What timeframe determines last minute jobs (i.e. 24, 48, 72 hours)?

If a request is received less than _____ hours prior to assignment, the emergency pay rate goes into effect.

4. Who will pay the officer?

- Agency
- Off Duty Management

5. Vehicle Charges:

a. Can agency vehicles be used for off-duty assignments?

- Yes
- No

c. Is the money paid to the agency or Municipality?

- Agency
- Municipality

b. If yes, what are the rates for vehicle use?

Type	Rate
Per Hour	
Flat Rate	

6. **Shift Requirements:**
- a. **Minimum hours required per shift/assignment:**

 - b. **Maximum off-duty hours worked per day/week:**
7. **How are jobs assigned to officers? i.e. first-come, first-served, seniority, rotated, point system, able to split shifts, etc.:**
8. **Please give a brief summary of the agency's current off-duty management scheduling process:(i.e. Scheduling App, Email, or Text)**
9. **Attach a copy of your department's current off-duty policy and procedures.**
10. **Does your agency allow backup agencies? If so, which agencies are authorized?**
11. **Who provides workers' compensation insurance for officers?**
- | Agency | Vendor | ODM | None |
|--------|--------|-----|------|
|--------|--------|-----|------|
12. **Does your agency allow officers to split shifts while working off-duty?**
If yes, please explain the process you currently use in allowing officers to split shifts after accepting shift assignment:
13. **Please explain the agency's policy regarding vendor cancellations.**
14. **Please include any other requirements not covered in this questionnaire. (i.e. drive time)**

Rex Taylor
VP of Business Development

(346) 307-6015
rtaylor@offdutymanagement.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 777 108th Ave NE #200 Bellevue WA 98004	CONTACT NAME: Bobby Walpole PHONE (A/C, No, Ext): 425-586-1006 E-MAIL ADDRESS: Bobby.Walpole@ajg.com		FAX (A/C, No): 425-451-3716													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER B : StarStone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER C : Endurance American Specialty Ins Co</td> <td>41718</td> </tr> <tr> <td>INSURER D : North Pointe Insurance Company</td> <td>27740</td> </tr> <tr> <td>INSURER E : At-Bay Specialty Insurance Company</td> <td>19607</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty and Surety Co of America	31194	INSURER B : StarStone Specialty Insurance Company	44776	INSURER C : Endurance American Specialty Ins Co	41718	INSURER D : North Pointe Insurance Company	27740	INSURER E : At-Bay Specialty Insurance Company	19607	INSURER F :
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INSURER E : At-Bay Specialty Insurance Company	19607															
INSURER F :																
INSURED Off Duty Management , Inc 1906 Avenue D #200 Katy, TX 77493	OFFDUTY-01															

COVERAGES

CERTIFICATE NUMBER: 1559934388

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Errors & Omission			WSGL000553	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 E&O / Prof Liab \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			WSGL000553	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELD30076463800 WSGU000126	1/1/2025 1/1/2025	1/1/2026 1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	202001674	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E A	Cyber Liability Crime- Theft of client property			AB661231604 107516682	1/1/2025 1/1/2025	1/1/2026 1/1/2026	Occurrence / Aggregat Limit \$ 5,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement form CG 20 37 07 04 that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Waiver of Subrogation applies and primary non-contributory applies.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OFF DUTY MANAGEMENT

Built By Officers For Officers

Service and Product Description

Off Duty Management is a law enforcement service provider Built By Officers For Officers. We provide a no-cost service that assists law enforcement agencies in the administration, management, and execution of their off-duty program and assignments. We recognize the specific needs of our law enforcement partners and provide a fully customizable, no-cost solution that keeps agencies completely in control of their off-duty program while improving oversight, transparency, and accountability.

Off Duty Management eliminates most of the time, money, resources, risk, and issues associated with running an off-duty program by utilizing our proprietary cloud-based OfficerTRAK® technology. OfficerTRAK® simplifies and secures the management and execution of off-duty jobs. In addition, officers placed on an off-duty assignment through OfficerTRAK® will be covered by our comprehensive A rated insurance coverage, including full statutory workers' compensation and multimillion-dollar liability coverage at no cost to the agency or officer.

Our comprehensive services include 24/7/365 service and support, management of inbound service requests, scheduling, time & attendance, payroll, invoicing, and risk and liability mitigation. The following is a list of services and support Off Duty Management provides to partner agencies with **no costs**, fees, or charges of any kind, to the agency, municipality, and officers.

Service Features and Benefits:

- Off Duty Management works exclusively and contractually for the municipality allowing the agency to maintain complete control while improving the efficiency and oversight of their off-duty program.
- Off Duty Management was Built By Officers For Officers with 300+ years of law enforcement and off-duty experience.
- Unmatched financial health and stability: zero debt, no loans, no private equity, and no factoring. We have the financial strength and liquidity needed to handle any size or combination of agencies across the nation (bank verification of liquidity provided upon request). This provides peace of mind that you are partnering with a company that has been and will be around for years.
- We execute all agency rules and policies through our OfficerTRAK® software and mobile app that are personally reviewed by a dedicated operations specialist for every vendor service request.
- We save the municipality and agency significant time, money, and resources. Up to 85% of current off-duty resources, costs, and time can be saved or redeployed into other critical policing activities or equipment.
- We eliminate or reduce most of the risk and liability for municipality, agency, officers, and vendors.
- Multimillion-dollar A rated liability insurance protects the municipality, officers, and vendors at no cost.
- No-cost full statutory workers' compensation covering the officer while engaging in all off-duty shifts scheduled through the agency and OfficerTRAK®.
- No-cost use of OfficerTRAK® platform and mobile app for internal needs and overtime jobs.
- No-cost 24/7/365 bilingual service and support based in the USA.
- Dedicated operations manager for the agency. We want our operations team to understand and know your agency, officers, and vendors personally.
- No-cost scheduling options and support to accommodate your specific requirements. OfficerTRAK® provides speed, accuracy, transparency, and efficiency in scheduling off-duty or overtime jobs.
- Improved vendor job fill rates with simple and easy-to-use OfficerTRAK® technology.
- Request officers anytime 24/7/365. Vendors will have the option to utilize a dedicated online web portal or call toll-free to our service support team at any time to make requests for officer off-duty services.
- Off Duty Management charges a small administrative fee to agency vendors to cover our services, insurance, and OfficerTRAK® software. The vendor receives numerous benefits that offset a good portion of the administrative fee. A final percentage for the admin fee is determined once Off Duty Management understands the complete scope of work requested by the agency.

- No-cost invoicing and collections. We float the money, so the municipality or officers do not have to. Off Duty Management assumes all the financial risk for the municipality and officer.
- We GUARANTEE officers are paid weekly. They will never wait for their earned pay.
- All services are provided in-house and always no cost to municipalities and officers.
- Ability to activate partner agencies and/or officers to work unfilled jobs in your jurisdiction, if approved by command staff. Simple and easy functionality that improves job fill rates for vendors and improves overall satisfaction with your agency and officers.
- No-cost comprehensive and customizable real-time and historical reporting.
- Unlimited agency administrators, if desired. Never any cost for additional users.
- **Agency administrators have login capability for OfficerTRAK® software for an internally funded special event or overtime scheduling. Administrators also have visibility to all historical, real-time, and future off-duty operations allowing for superior oversight.**
- OfficerTRAK® allows you to track officer off-duty hours in real-time. Off Duty Management will supply you with monthly reporting, at no cost, that can be customized to serve your specific needs. Agencies also have their own 24/7/365 administrative access to view or generate reports at will.
- Off Duty Management provides a no-cost and extensive onboarding process to ensure the agency and officers have the knowledge and training necessary for a seamless transition. We work closely with the agency to build out a customized training and communication plan before going live with OfficerTRAK®, ensuring officers are comfortable and operationally proficient with the new process.
- No-cost agency administrator training and ongoing 24/7/365 live service support is available.
- No-cost dedicated web portal for all parties involved. No cost mobile app for all officers.
- Billing terms available for regular ongoing vendors. We float the money.
- Single 1099 at year-end for all officers being paid directly from Off Duty Management.

BENEFITS

AGENCY

- No Cost & No Optional Fees
- Increased Transparency and Accountability
- Real-time/Historical Dashboard & Reports
- Gain More Control of Off-Duty Work
- Uphold Off-Duty Policies/Rules
- Free Internal Use
- No More Invoicing, Collections, or Payroll
- One Contact for All Off-Duty Questions
- Save Time, Money, & Resources

OFFICERS

- Get Paid the Next Week - Guaranteed!
- WCI & Liability Insurance - No Cost
- User-Friendly Mobile App
- Easily Select, Work, & Drop Jobs
- Configurable Job Reminders & Alerts
- One 1099 Form
- Everything in the Palm of Your Hand
- Never Any Cost to Officers

CUSTOMERS

- Dedicated Customer Portal
- Full Administrative Functionality
- Comprehensive Liability Coverage
- Personalized Dashboard
- Request Off-Duty Services at Any Time
- Review Job Fill Status in Real-Time
- View Job Request Estimates
- Online Payment Options
- Single Payee - No Multiple 1099 Forms!

24/7/365 Live Support For Agency, Officers, Customers





**LICENSE AGREEMENT
FOR USE OF THE LEGACY FOUNDATION OUTREACH CENTER**

This License Agreement for Use of the Legacy Foundation Outreach Center (the “Outreach Center”) comprised of this two (2) page document and attached Exhibits “A” and “B” (“**Agreement**”) is executed this _____ day of _____, 20____, by and between: (i) **SVRHC OFFICE COMPLEX, LLC**, an Arizona limited liability company (hereinafter referred to as “**OC**”) whose address is: 302-01 El Camino Real, Sierra Vista, Arizona 85635 Attn: CEO; and (ii) the government organization, Town of Huachuca City, whose name and address is: set forth on Exhibit “A” attached hereto and by reference made a part hereof.

R E C I T A L S

The OC owns and operates the Outreach Center located at 302-02 El Camino Real, Sierra Vista, Arizona. Subject to the Terms and Conditions set forth on Exhibit “B” attached hereto and by reference made a part hereof (the “**Terms and Conditions**”), OC makes the meeting rooms and common areas in the Legacy Outreach Center available to not-for-profit organizations.

Guest Organization has read, understands and agrees to the Terms and Conditions and has requested the OC allow Guest Organization to use (check as appropriate)

- San Pedro Room (19 Person Capacity)
 - Prickly Pear Room (30 Person Capacity)
 - Combination Classroom (49 Person Capacity)
- (the “**Licensed Area**”)

On 4/1/2025 during the hours of **0900** to **1600** for **Strategic Planning** (collectively, along with the Licensed Area, the “**Use**”) (Please attach Exhibit “A” regarding contact information, meeting details, equipment needed and etc.)

Now, therefore, for and in consideration of the promises and mutual representations, warranties, covenants and agreements contained herein, the parties agree as follows:

A G R E E M E N T

1. **License.** Subject to the Terms and Conditions, OC grants to Guest Organization a revocable, nonexclusive license (“**License**”) solely for the purpose of allowing Guest Organization to use the Licensed Areas for the Use at the date and time set forth above.
2. **Representations and Warranties of Guest Organization.** Guest Organization and the individual executing this License on its behalf hereby represent and warrant that: (i) Guest Organization has read and understands this Agreement and has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder: (ii) this Agreement

has been duly authorized and executed by Guest Organization and is enforceable against Guest Organization in accordance with its terms; (iii) Guest Organization will fully comply with all laws applicable to its use of the Licensed Area; and (iv) Guest Organization shall maintain throughout the term of this License commercial general liability insurance for bodily injury and property damage relating to the Licensed Areas, the Facility and their appurtenances and Guest Organization's operations therein on an occurrence basis with coverage of not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate and, if requested by OC, will provide reasonable proof of such insurance to OC.

3. **Indemnification.** In consideration of Guest Organization's use of the Licensed Area and any property of OC, Guest Organization agrees to defend and indemnify OC, its member, officers, employees, agents and representatives (the "**Indemnified Parties**") and shall hold them harmless from and against any damages, claims, suits, actions, liabilities, loss, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or alleged to have arisen from (i) Guest Organization's use of the Licensed Area, the Outreach Center and/or any property of OC (the "**Facilities**"), (ii) a breach of any of the representations, warranties or obligations of this Agreement, (iii) any claims (whether founded or unfounded) of any nature or character based upon or arising out of Guest Organization's use of the Facilities, or (iv) any actual or alleged negligent or intentional act of Guest Organization, its employees, agents, representatives, contractors, participants, members, visitors, sponsors or invitees based upon or arising out of Guest Organization's use of the Facilities.

4. **Miscellaneous.** If any term or provision of this Agreement is held by a court to be invalid or unenforceable, the remainder of this License will be interpreted and applied in a manner so as to most closely effectuate the intent of the parties to this License. This License may be executed in duplicate counterparts, each of which will be an original, but all of which shall constitute one agreement. Neither this License nor any memorandum of this License shall be recorded. This Agreement shall be construed in accordance with the laws of the State of Arizona. This License contains all the agreements made by and between the parties and supersedes any prior agreements made by them.

This Agreement is executed the day and date first written above for the purpose set forth herein.
SVRHC OFFICE COMPLEX, LLC, an Arizona limited liability company

BY: _____

Title: _____

GUEST ORGANIZATION,

By checking this box and **typing** my name below, I am electronically signing this license agreement

BY: _____

Title: _____

EXHIBIT "A"

Attached to and made a part of
LICENSE FOR USE OF THE LEGACY FOUNDATION OUTREACH CENTER
TERMS AND CONDITIONS OF USE

Section 1 (name of Guest Organization): **Town of Huachuca City**

Address of Guest Organization: **500 N. Gonzales Ave, Huachuca City, AZ 85616**

Name of Contact: **Suzanne Harvey**

Telephone number: **520-678-0177**

Section 2 (details of specific use or function): **Strategic Planning Retreat/Summit – key personnel from the Town of Huachuca City will meet to discuss future planning goals and priorities.**

If this is an attachment to a previously signed agreement, please provide the date and time for this meeting: _____

Estimated number of attendees: **14**

Electronic Equipment Needed:

- None
- Internet Access
- Conference Telephone
- Projection/Television Screens for Presentation
- Laptop
- Blu-ray DVD Player
- Digital Document Camera

Please note: The Legacy Foundation does not provide copier service.

_____ Initials of Authorized Representative of Guest Organization

EXHIBIT “B”

Attached to and made a part of
LICENSE FOR USE OF THE LEGACY FOUNDATION OUTREACH CENTER
TERMS AND CONDITIONS OF USE
POLICY

On a first-come, first-served, space available basis, the SVRHC Office Complex, LLC (“OC”) makes meeting rooms in the Outreach Center available for non-profit tax-exempt organizations only.

An organization using the Outreach Center (“**Guest Organization**”) may not state or imply that the OC is sponsoring their program or event. Guest Organization will not use OC’s logo in any manner without prior express written consent from the OC.

The Outreach Center is not available for personal celebrations, e.g. birthday, anniversary or similar anniversaries.

Responsibilities of Guest Organization:

Guest Organization will:

- Not conduct or allow any activity in the Outreach Center that in the sole judgment of the OC would be detrimental to the OC’s tax exempt status or reflect badly on the OC’s reputation in the community.
- Political activity and Advocacy are not permitted in the OC.
- Ensure that its employees, agents, contractors, participants, sponsors, members, visitors and invitees only use the Licensed Area for the use set forth in Exhibit “B” and observe and comply with any and all rules and regulations issued by OC for the use of the Licensed Area.
- Be responsible for all destruction of or damage to the Outreach Center or Licensed Area, or any destruction of or damage to any equipment or furnishings therein caused by any act or omission, whether negligent or otherwise, of any agent, employee or contractor of Guest Organization occurring anytime, or any visitor, participant, sponsor, member or invitee of Guest Organization occurring during Guest Organization’s use, including damage to any Area of the Outreach Center outside the Licensed Area caused by individuals in any way associated with Guest Organization.
- Be responsible for cleaning up the Licensed Area after every use.
- Supply and maintain all specialized furnishings, equipment, materials and supplies necessary for its particular use of the Licensed Area (any equipment or other furnishings used by Guest Organization shall be of a type that will not damage any part of the Licensed Area).
- Use the designated Facility entrances, hallways and restrooms only.

- Ensure that its employees, participants, contractors, sponsors, members, visitors, agents and invitees are considerate of and cooperative with other users of the Facility.
- Promptly address all concerns or issues to OC's staff member on duty.

In connection with their use of the Outreach Center, the Guest Organization agrees that neither it nor its employees, participants, contractors, members, agents, sponsors, visitors or invitees will: (i) intentionally distribute, post or leave materials and/or literature about Guest Organization or its programs in or on any portion of the Licensed Area or the Outreach Center after Guest Organization's designated hours of use; (ii) store any equipment, furniture, decorations, or other materials in the Licensed Area other than as may be approved by the OC in writing; (iii) charge admission fees, ask for donations, sell items or services or conduct any fund raising activities; (iv) Guest Organization agrees it will not remove any supplies or equipment belonging to OC.

In the event of damage to the facilities or equipment, the Guest Organization is responsible for replacing, reimbursing, repairing and/or cleaning the location and/or items in question.

An employee or designated representative of the OC must be available during meetings to provide guests of the Guest Organization with assistance and secure the Center after the meeting.

OC, its trustees, officers, employees, agents or representatives shall not be responsible or have any liability for loss or damage to or destruction of any property belonging to Guest Organization, its agents, employees, participants, members, visitors, sponsors or invitees.

Guest Organization understands and agrees that one or more of OC's employees may also be in the Licensed Area from time to time during Guest Organization's hours of use as part of their employment with OC. Their presence will in no way be considered a violation of this License.

Reservations:

Reservations will be made on a first-come, first-served space available basis and no standing reservations may be made. Potential Guest Organizations should contact Susan Richards at 520-335-6015 or by e-mail: Susan.Richards@lfsaz.org to make reservations.

The meeting rooms are available during normal business hours, 8:00 a.m.- 4:30 p.m. Monday thru Friday. Weekend use and after-hours use may be permitted with prior approval.

In the event that a scheduled meeting room becomes unavailable, the OC will make every attempt to reschedule the meeting in another room.

The OC reserves the right to refuse the use of meeting rooms to any organization that has abused its past privileges in using the meeting room either by vandalism, abusive action, other disturbance or not using the space for the stated purpose.

Guest Organization agrees that it will not enter or use any other portion of the Outreach Center or OC's properties other than the Licensed Area without the prior written consent of OC, and that it will not use the Licensed Area for any purpose or use not expressly permitted in this License without the prior written consent of OC.

This Agreement, the License and the relationship of OC and Guest Organization shall not be deemed to create a lease or any other interest in real property in favor of Guest Organization.

This License is personal to Guest Organization and is not assignable in whole or in part and does not and will not inure to the successors and/or assigns of Guest Organization.

Guest Organization and its employees, agents, contractors, participants, members, sponsors, visitors and invitees shall utilize only the entrances, hallways and restrooms of the Facility designated on the attachment to Exhibit "B". Use of any Area not identified as the Licensed Area and authorized adjacent Area requires written consent by OC.

Meeting Room Capacity and Facilities:

Prickly Pear Room

- Seating capacity for 30 (seated at tables).
- There are 6 tables that each seat 4. Additional chairs are available.
- Wi-Fi is available.
- The room is equipped with a projector, TV monitor with laptop connectivity.
- A laptop is available and should be requested at the time of room reservation. Use of a laptop requires signature sign-out and sign-in.
- A telephone is available for local use and for conference calls.

San Pedro Room

- Seating capacity for 19 (seated at tables).
- There are 4 tables that each seat 4. Additional chairs are available.
- Wi-Fi is available.
- The room is equipped with a projector, TV monitor with laptop connectivity.
- A laptop is available and should be requested at the time of room reservation. Use of laptop requires signature sign-out and sign-in.
- A telephone is available for local use and for conference calls.

Combination Classroom (San Pedro and Prickly Pear Classrooms, described above can be combined to create the Combination Classroom).

- Seating capacity for 49 (seated at tables).
- There are 10 tables that each seat 4 comfortably. Additional chairs are available.
- The room is equipped with a projector, TV monitor with laptop connectivity.
- A laptop is available and should be requested at the time of room reservation. Use of laptop requires signature sign-out and sign-in.
- A telephone is available for local use and for conference calls.

Food:

- The Outreach Center has a small kitchen with a sink and refrigerator.
- A coffee machine and ice maker / water dispenser are available.
- Organizations may cater food and non-alcoholic beverages for meetings. All left-over food, drink and service items must be removed from the Outreach Center at the completion of the meeting and placed in a trash receptacle located on the southside of the Brooks building.

- Clean-up of all food products, liquids, trash and spills is the responsibility of the organization. A \$50.00 cleaning fee may be charged to the user if the facility is not returned in clean condition.

Care and Use of Meeting Rooms – Internal and External:

- Telephone use for local calls only.
- Tables and chairs must be returned to original arrangement or as agreed upon with the OC staff.
- Care should be taken to protect conference tables from scratches and other damage.
- Tables must be left clean and free of papers and debris.
- Trash must be placed in trash receptacles and receptacles must be emptied and trash placed in the trash receptacle located on the southside of the Brooks building.
- New trash bags are located in the utility closet.
- Restrooms must be left clean and free of trash.
- Thumb tacks and tape may not be used on walls. Adhesive items are allowable provided they do not damage the walls.
- Meeting room doors must be closed if multiple meetings are occurring.

Additional Information:

- The front door is handicapped accessible as are the restrooms.
- Smoking is prohibited on the OC premises.
- Children cannot be left unattended while parents/guardians attend meetings.
- The OC is not responsible for items left in the facility.
- The OC must be notified immediately of any loss or damage -- 520-335-6015.

Chief Wyatt Berry (HCPD)

From: william@kdbco.com
Sent: Friday, February 28, 2025 2:04 PM
To: Chief Wyatt Berry (HCPD)
Cc: garrett@kdbco.com
Subject: RE: Demo unit for sale
Attachments: IMG_1142.jpg; IMG_1179.jpg; IMG_1181.jpg; IMG_1146.jpg; IMG_1180.jpg; 417519542_817515516845009_3666782676565319191_n.jpg

Follow Up Flag: Flag for follow up
Flag Status: Flagged

[EXTERNAL SENDER] This message was sent by someone outside of your organization. Please verify the sender, and always be cautious when following links or opening attachments.

Chief,
Below is the information you requested. I will be out of state next week but we can arrange bringing the vehicle down once I return if you are interested in seeing it again.

2020 Ford Explorer Interceptor, Gas/Hybrid
VIN: 1FM5K8AW3LGA19764
Current Miles: 77,208

Recent Oil changes and Recalls preformed at Casa Grande Ford
Tires replaced within the last year

Price: \$19,500

Emergency Equipment Breakdown:
Whelen Core Controller
FST Front Inner Edge
RST Rear Inner Edge
Whelen Howler system
Whelen Secondary Siren Amp
Whelen Mirror Beams
Driver and Passenger Arges system
Tracers Left and Right
Side Cargo Window Lighting
License Plate Lighting
Front and Side Facing Bumper Lighting
White Pioneer Front facing Lighting
Progard Push Bumper
Progard Prisoner Cage with Viper Shield
Progard Prisoner Seat with Outboard Seat Belts
Progard weapons Mount
Havis Interior Console
Havis Dash Tablet Mount
Havis Keyboard and motion attachment
Havis Rear Cargo Box Solution

911 Power Distribution Panel

I will replace the main battery and detail the vehicle prior to selling. Our Business logos will be removed but the stripes seen will still be on the vehicle. I can help arrange a new laptop/tablet to be installed if needed as well.

Thanks,

William Gauderman

Arizona & New Mexico Sales

Phone: 360-886-9410 | 480-530-0910 | Mobile: 480-910-1784



Serving: AK, WA, OR, ID, MT, AZ, NM
Check us out online at www.kdbco.com



From: Chief Wyatt Berry (HCPD) <bwberry@huachucacityaz.gov>

Sent: Friday, February 28, 2025 10:40 AM

To: william@kdbco.com

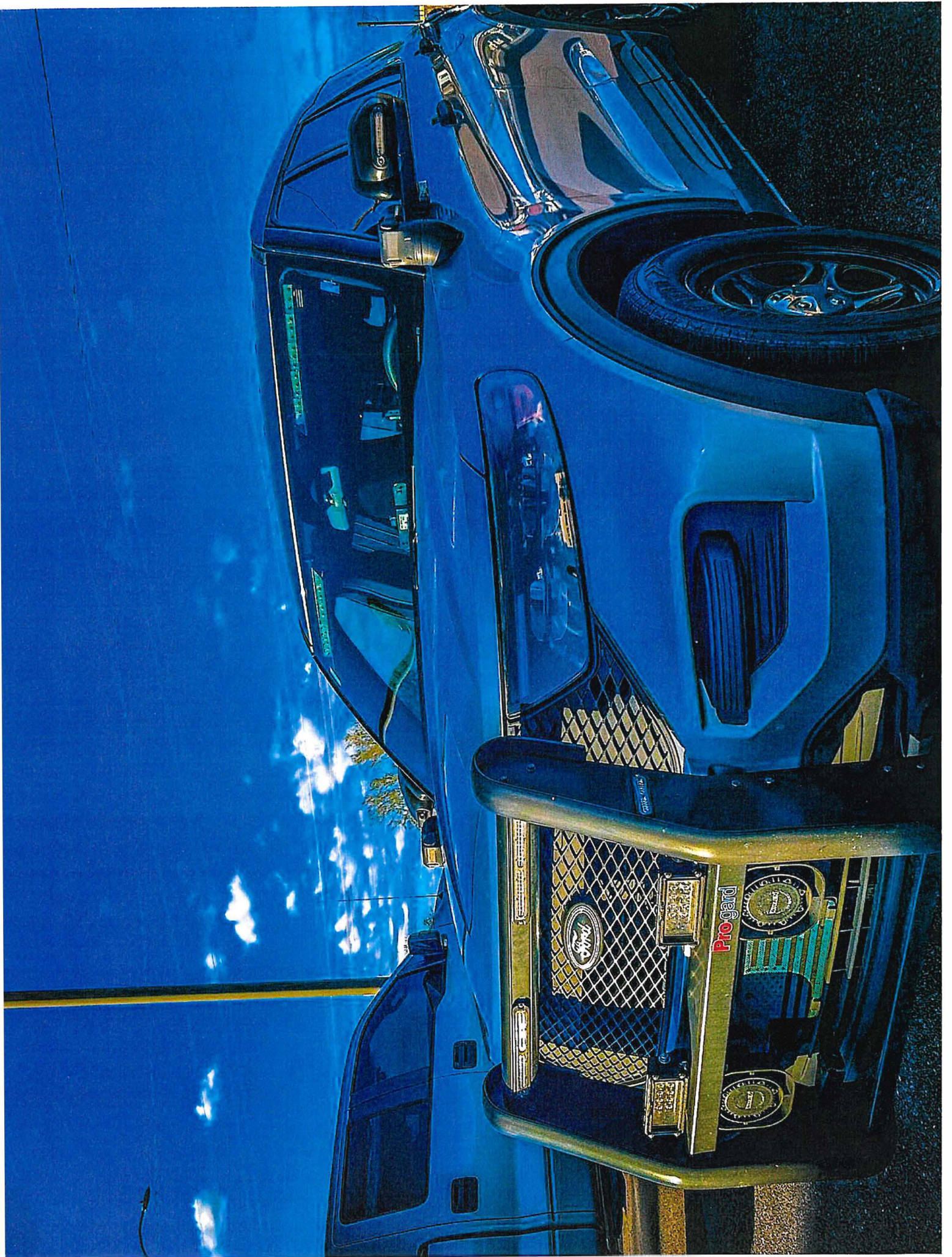
Subject: Demo unit for sale

William,

I am inquiring about your demo you may be selling. I would like to request some addition information about the vehicle. I spoke with the Town Manager and discussed the possibility of purchasing the vehicle. She was receptive and in agreement it may work for our needs and be within our budget. Could I get the vehicle information: make model, mileage along with some photographs of the vehicle and equipment with a brief description of the installed equipment. If you could also include the asking price.

I will be able to go back with the information that may be requested from the town manager. This will help us make an informed decision if the vehicle will meet our needs.

Thank you,
Wyatt



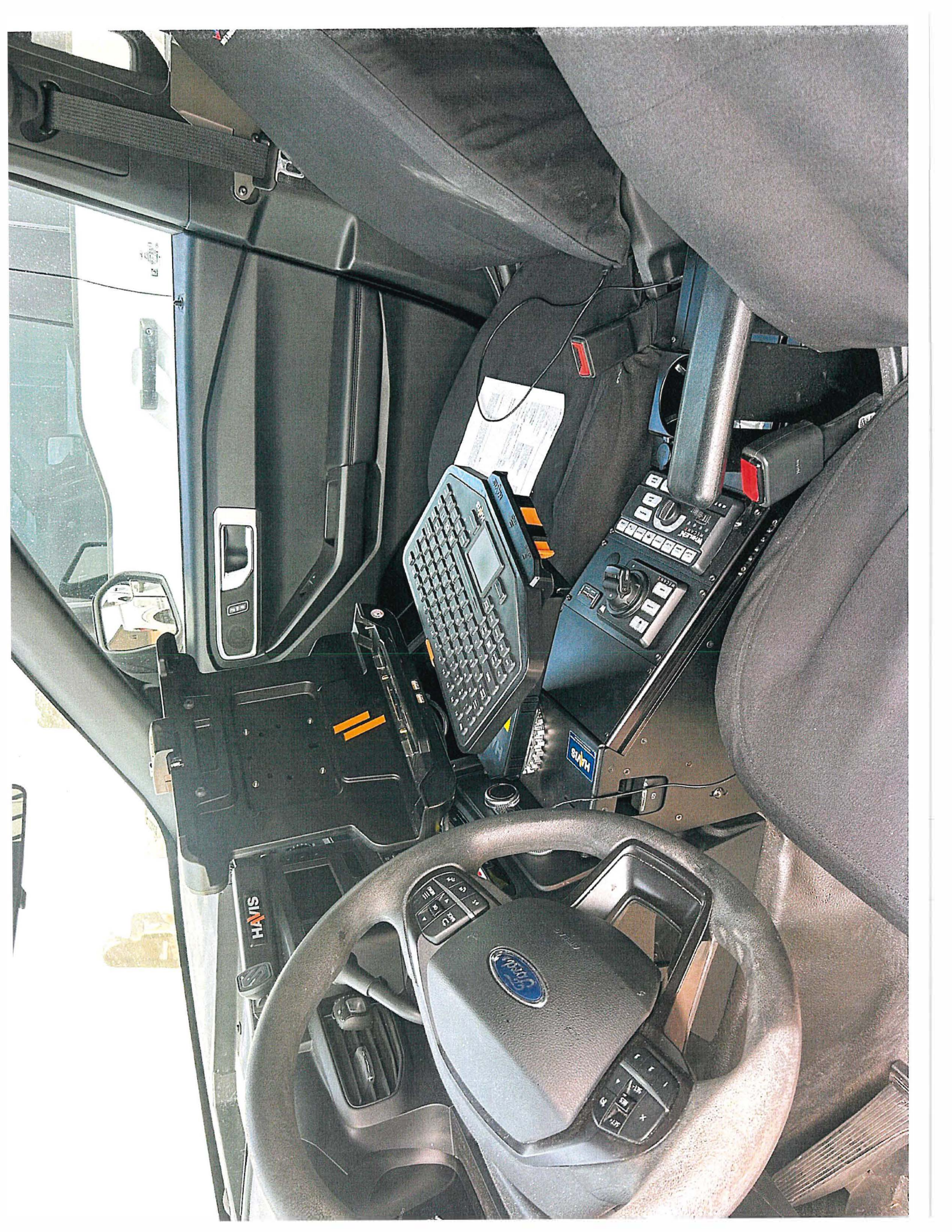


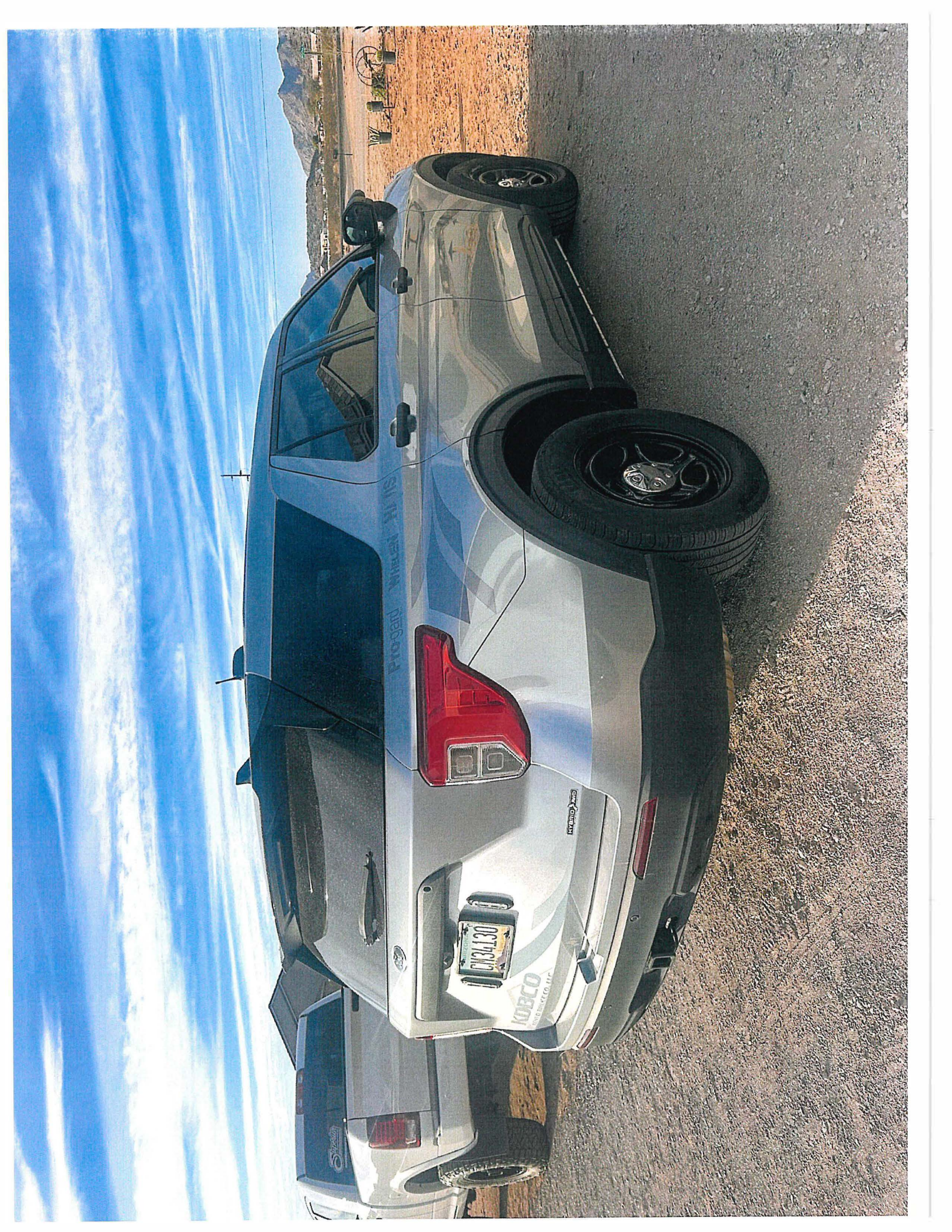


HAWK WHELEN Pro Guard

6313









2020 Ford Explorer Pricing Report

Style: Limited HEV Sport Utility 4D
Mileage: 77,208
KBB.com Consumer Rating: 3.5/5

Sell to Private Party

Private Party Range
\$21,914 - \$24,879

Private Party Value
\$23,397



Valid for ZIP code 85616 through 02/28/2025

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ Silver

Engine

V6, Hybrid, 3.3 Liter

Transmission

Automatic, 10-Spd
w/SelectShift

Drivetrain

4WD

Braking and Traction

ABS (4-Wheel)

Hill Descent Control

Hill Start Assist Control

AdvanceTrac

Traction Control

Comfort and Convenience

Air Conditioning

Air Conditioning, Rear

Adaptive Cruise Control

Keyless Entry

Power Door Locks

Power Windows

Alarm System

Push Button Start

Wheels and Tires

Oversized Premium
Wheels 20"+

Entertainment and Instrumentation

AM/FM/HD Radio

CD/MP3 (Single Disc)

Navigation System

SiriusXM Satellite

SYNC 3

Voice Control System

B&O Premium Sound

Safety and Security

Backup Camera

Collision Warning

Dual Air Bags

F&R Head Curtain Air
Bags

Knee Air Bags

Lane Keeping System

Reverse Sensing System

Side Air Bags

Multi-View Camera

Accessory Packages

Blind-Spot Information
System

Ford Co-Pilot360 Assist

Lighting

Daytime Running Lights

LED Headlamps

Steering

Power Steering

Tilt & Telescoping Wheel

Rear Spoiler

Fog Lights

Dual Power Seats

Heated & Ventilated Seats

Leather

Quad Seating (4 Buckets)

Power Third Row

Cargo and Towing
Roof Rack

can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.



(/)

3 MONTH WARRANTY/4,500 MILE AVAILABLE
☎ (979) 921-9151 (tel: (979) 921-9151)

Home (/) / Inventory (/cars-for-sale) / Chevrolet (/cars-for-sale?make=Chevrolet) / Tahoe (/cars-for-sale?make=Chevrolet&model=Tahoe)

2019 Chevrolet Tahoe Police

4x2 Police 4dr SUV

Price
\$17,995

Mileage
105,104



Photos (22)

Share Vehicle (https://www.facebook.com/sharer/sharer.php?u=https%3a%2f%2fwww.chiefspursuitsurplus.com%2fdetails%2fused-2019-chevrolet-tahoe%2f110555196%3futm_source%3dfacebook%26utm_medium%3dsocial_vdp%26utm_campaign%3drs_vdp%26utm_con

Message Us

chevrolet-

tahoe%2f110555196%3futm_source%3dfacebook%26utm_medium%3dsocial_vdp%26utm_campaign%3drs_vdp%26utm_con
First Name *

Last Name *

☎ Call (tel:9799219151)

✉ Email

Email *

Phone

Could you provide more information about this 2019 Chevrolet Tahoe Police?

74/1000

Send Email

By clicking "Send Email", I consent to be contacted by Carsforsale.com and the dealer selling this vehicle at any telephone number I provide, including, without limitation, communications sent via text message to my cell phone or communications sent using an autodialer or prerecorded message. This acknowledgment constitutes my written consent to receive such communications. This site is protected by reCAPTCHA and the Google [Privacy Policy \(https://policies.google.com/privacy\)](https://policies.google.com/privacy) and [Terms of Service \(https://policies.google.com/terms\)](https://policies.google.com/terms) apply.

Vehicle Info

Condition

Used

Engine

5.3L V8

Transmission

Automatic 6-Speed

Drivetrain

4X2

Fuel

Flex Fuel

Exterior Color

White

Interior Color

Black

Stock #

296328

VIN

1GNLCDEC3KR296328

Fuel Economy

CITY	HWY
15	22

Have additional questions?

Give us a call and we'd be happy to help!

(979) 921-9151

Description

****24 months / 24,000 miles Transmission Warranty included with purchase of this unit (stock #296328)****

Chiefs Pursuit Surplus specializes in decommissioned police and government vehicles at unbeatable prices! We offer a wide variety of Chevrolet, Dodge and Ford interceptors. Upfitting services are available to all Police Officers, Firefighters and Certified Security Personnel. We also have a selection of center consoles, wheels, etc. available to upgrade your vehicle for a different appeal. We are your ONE STOP SHOP!

Read More

Features

- Active Grille Shutters
- Door Handle Color - Body-Color
- Front Bumper Color - BodyColor
- Grille Color - Black
- Grille Color - Chrome Surround

Show More

Dealership Info

Chiefs Pursuit Surplus

📍 52186 HIGHWAY 290
Hempstead, TX 77445 (<https://maps.google.com/?q=52186%20HIGHWAY%20290%20%20Hempstead%20TX%2077445>)

☎ **Call Us (tel:9799219151)**



📍 **Get Directions (<https://maps.google.com/?q=52186%20HIGHWAY%20290%20%20Hempstead%20TX%2077445>)**

f (<https://www.facebook.com/ChiefsAutoGroup/>) **t** (<https://twitter.com/chiefsautogroup>)

y (https://www.youtube.com/channel/UCvIbUX3ZeaLcnI8WS2zPzDQ?view_as=subscriber)



(/)

3 MONTH WARRANTY/4,500 MILE AVAILABLE
☎ (979) 921-9151 (tel:(979) 921-9151)

Home (/) / Inventory (/cars-for-sale) / Ford (/cars-for-sale?make=Ford) / Explorer (/cars-for-sale?make=Ford&model=Explorer)

2020 Ford Explorer Police Interceptor Utility

AWD Police Interceptor Utility 4dr SUV

Price
\$17,995
~~\$18,995~~

Mileage
107,647



📷 Photos (31)

Share Vehicle [https://www.facebook.com/sharer/sharer.php?](https://www.facebook.com/sharer/sharer.php?u=https%3a%2f%2fwww.chiefspursuitsurplus.com%2fdetails%2fused-explorer%2f107452334%3futm_source%3dfacebook%26utm_medium%3dsocial_vdp%26utm_campaign%3drs_vdp%26utm_c)

[https://twitter.com/share?url=https%3a%2f%2fwww.chiefspursuitsurplus.com%2fdetails%2fused-](https://twitter.com/share?url=https%3a%2f%2fwww.chiefspursuitsurplus.com%2fdetails%2fused-explorer%2f107452334%3futm_source%3dtwitter%26utm_medium%3dsocial_vdp%26utm_campaign%3drs_vdp%26utm_c)

Message Us

2020-
ford-
explorer%2f107452334%3futm_source%3dfacebook%26utm_medium%3dsocial_vdp%26utm_campaign%3drs_vdp%26utm_c

First Name *

Last Name *

☎ Call (tel:9799219151)

✉ Email

Email *

Phone

Could you provide more information about this 2020 Ford Explorer Police Interceptor Utility?

92/1000

Send Email

By clicking "Send Email", I consent to be contacted by Carsforsale.com and the dealer selling this vehicle at any telephone number I provide, including, without limitation, communications sent via text message to my cell phone or communications sent using an autodialer or prerecorded message. This acknowledgment constitutes my written consent to receive such communications. This site is protected by reCAPTCHA and the Google [Privacy Policy \(https://policies.google.com/privacy\)](https://policies.google.com/privacy) and [Terms of Service \(https://policies.google.com/terms\)](https://policies.google.com/terms) apply.

Vehicle Info

Condition

Used

Engine

3.3L V6

Transmission

Automatic 10-Speed

Drivetrain

AWD

Fuel

Flex Fuel

Exterior Color

Black

Interior Color

Black

Stock #

B67459

VIN

1FM5K8AB7LGB67459

Fuel Economy

CITY	HWY
16	23

Have additional questions?

Give us a call and we'd be happy to help!

(979) 921-9151

Description

****3.3L V6 // AWD****

Chiefs Pursuit Surplus specializes in decommissioned police and government vehicles at unbeatable prices! We offer a wide variety of Chevrolet, Dodge and Ford interceptors. Upfitting services are available to all Police Officers, Firefighters and Certified Security Personnel. We also have a selection of center consoles, wheels, etc. available to upgrade your vehicle for a different appeal. We are your ONE STOP SHOP!

[Read More](#)

Features

- Door Handle Color - Black
- Fender Lip Moldings - Black
- Front Bumper Color - Body-Color
- Grille Color - Black
- Mirror Color - Black

[Show More](#)

Dealership Info

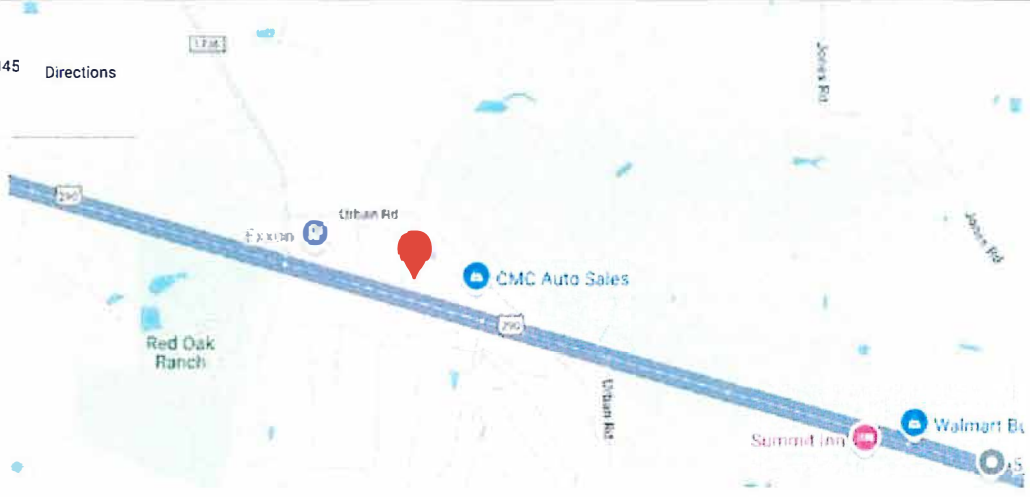
Chiefs Pursuit Surplus

📍 52186 HIGHWAY 290
Hempstead, TX 77445 (<https://maps.google.com/?q=52186%20HIGHWAY%20290%20%20Hempstead%20TX%2077445>)

☎ **Call Us (tel:9799219151)**

52186 US-290
52186 US-290, Hempstead, TX 77445 [Directions](#)

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Chief Wyatt Berry (HCPD)

From: Chief Wyatt Berry (HCPD)
Sent: Friday, March 7, 2025 3:20 PM
To: Todd Berry
Subject: RE: Vehicles

No problem.

Thank you,
Wyatt

From: Todd Berry <ESUPURSUIITS@outlook.com>
Sent: Friday, March 7, 2025 3:04 PM
To: Chief Wyatt Berry (HCPD) <bwberry@huachucacityaz.gov>
Subject: Re: Vehicles

[EXTERNAL SENDER] This message was sent by someone outside of your organization. Please verify the sender, and always be cautious when following links or opening attachments.

After my shop mechanic looked at it we are going to just use this as a giant lawn ornament. this is not fit for patrol.

ESU Pursuits
11021 Kaw Drive
Edwardsville, Ks 66111
Todd Berry
President/CEO
785-802-5777
esupursuits.com
Authorized Getac dealer and Installer

From: Chief Wyatt Berry (HCPD) <bwberry@huachucacityaz.gov>
Sent: Friday, March 7, 2025 4:03:03 PM
To: Todd Berry <ESUPURSUIITS@outlook.com>
Subject: RE: Vehicles

What condition is this vehicle in? Any pictures available? What's the lighting package on it?

Thank you,
Wyatt

From: Todd Berry <ESUPURSUIITS@outlook.com>
Sent: Thursday, March 6, 2025 12:19 PM

To: Chief Wyatt Berry (HCPD) <bwberry@huachucacityaz.gov>
Subject: Re: Vehicles

[EXTERNAL SENDER] This message was sent by someone outside of your organization. Please verify the sender, and always be cautious when following links or opening attachments.

2019 104k miles
Has stalker radar/partition/push bar, and light package with exterior light bar. \$9900

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Edwardsville, Ks 66111
Todd Berry
President/CEO
785-802-5777
esupursuits.com
Authorized Getac dealer and Installer

From: Chief Wyatt Berry (HCPD) <bwberry@huachucacityaz.gov>
Sent: Thursday, March 6, 2025 1:14:02 PM
To: Todd Berry <ESUPURSUITS@outlook.com>
Subject: RE: Vehicles

Can you send me the information on this explorer please?

Thank you,
Wyatt

From: Todd Berry <ESUPURSUITS@outlook.com>
Sent: Wednesday, March 5, 2025 5:45 PM
To: Chief Wyatt Berry (HCPD) <bwberry@huachucacityaz.gov>
Subject: Re: Vehicles

[EXTERNAL SENDER] This message was sent by someone outside of your organization. Please verify the sender, and always be cautious when following links or opening attachments.

I just got in a 2019 explorer. It's fully equipped with radar and everything. It's all black. I'll have to check the mileage but i think it has 90k miles

ESU Pursuits
11021 Kaw Drive
Edwardsville, Ks 66111
Todd Berry
President/CEO
785-802-5777
esupursuits.com

Authorized Getac dealer and Installer

From: Chief Wyatt Berry (HCPD) <bwberry@huachucacityaz.gov>
Sent: Wednesday, March 5, 2025 6:17:06 PM
To: Todd Berry <ESUPURSUITS@outlook.com>
Subject: RE: Vehicles

Todd,

Thank you for your response. Our budget is limited at the moment. Obviously the more the vehicle is equipped on the front end the less I'll have to worry about on the back end. I think a price range we could make work is around \$30,000.00 or less. For vehicle models, I'm looking more toward an Explorer, Tahoe or possibly a Durango. I may consider a sedan if there is a "great" deal. If you have anything that might fit in those parameters, please let me know.

Thank you,
Wyatt

From: Todd Berry <ESUPURSUITS@outlook.com>
Sent: Wednesday, March 5, 2025 4:13 PM
To: Chief Wyatt Berry (HCPD) <bwberry@huachucacityaz.gov>
Subject: Vehicles

[EXTERNAL SENDER] This message was sent by someone outside of your organization. Please verify the sender, and always be cautious when following links or opening attachments.

Chief Berry
we do have a few used units. Is there a certain model you're looking for? Or a budget we need to stay in. And last question does it need to have equipment in it.

ESU Pursuits
11021 Kaw Drive
Edwardsville, Ks 66111
Todd Berry
President/CEO
785-802-5777
esupursuits.com
Authorized Getac dealer and Installer



APPARATUS SALES AGREEMENT

This Apparatus Sales Agreement (“**Agreement**”) sets forth the terms and conditions under which HME, INC., a Michigan corporation of 1950 Byron Center Ave., Wyoming, Michigan 49519 (“**HME**”) will sell an apparatus as further identified on *Schedule A* (“**Apparatus**”) to the following buyer (“**Buyer**”) and Buyer will purchase the Apparatus.

Buyer:

(Name of Buyer)		

(Street)		
_____	_____	_____
(City)	State	Zip)
Attention: _____		
Telephone No. _____		
E-mail Address: _____		

This Agreement is comprised of this Signature Page, the attached *Schedule A*, and the attached General Terms and Conditions.

The parties have executed this Agreement based on the dates of the signatures below.

HME, INC.

By: _____
(HME Signature)

(Type or Print Individual’s Name)

Its: _____
(Type or Print Individual’s Title)

Date: _____

(Type or Print Buyer’s Name)

By: _____
(Buyer Signature)

(Type or Print Individual’s Name)

Its: _____
(Type or Print Individual’s Title)

Date: _____

SIGNATURE PAGE

SCHEDULE A

APPARATUS INFORMATION

Apparatus Type:	
Date of Specifications:	
Price:	
Pre-Construction Conference Date: (if needed)	
Expected Delivery Date:	
Additional Terms:	

GENERAL TERMS AND CONDITIONS

1. **Change Orders.**

(a) Subject to the limitation below, for a period of 8 weeks after the execution of this Agreement HME agrees to review and respond to requested changes to the Apparatus by Buyer upon Buyer submission of a written change request describing the exact nature of the changes requested. HME will review such a request and advise Buyer of any changes to the price for the Apparatus and the delivery schedule for the Apparatus caused by the requested changes. If Buyer and HME agree to the changes, including the changes, if any, to the price and delivery date, then HME and Buyer will execute a change order setting for the terms of the changes.

(b) Buyer may not request changes in major components, Apparatus configuration, or other changes that may change the major components or configuration of the Apparatus, (e.g.: engine, transmission, axles, water tank, body, or fire pump).

2. **Alternative Components.** If HME is not able to obtain specific brand name components (“**Named Components**”) set forth in the specifications identified on *Schedule A* (“**Specifications**”) or if waiting for such Named Components will cause a delay in construction or delivery of the Apparatus, HME will notify Buyer of the delay. HME agrees to make reasonable efforts to locate alternative sources of the Named Components provided HME will have no liability for any delay caused by issues in obtaining the Named Components. HME will not substitute a Named Component without the consent of Buyer. HME has the right to substitute raw materials and other components, excluding the Named Components, identified in the Specifications that do not affect the overall appearance or function of the Apparatus.

3. **Delivery, Inspection, Title and Risk of Loss.**

(a) HME agrees the Apparatus will be ready for delivery by the expected delivery date set forth in *Schedule A* (“**Delivery Date**”). The Delivery Date assumes that (i) Buyer has paid for the Apparatus according to this Agreement; (ii) if a pre-construction conference date is set forth in *Schedule A* that such conference is satisfactorily completed by both parties; and (iii) that no changes have been requested to the Specifications. If any of these conditions are not satisfied, the Delivery Date may be extended by HME.

(b) Unless otherwise specified on *Schedule A*, delivery of the Apparatus shall be EXW (Incoterms 2020) HME’s facility in Wyoming, Michigan. HME will provide Buyer with a notice of when the Apparatus is ready for delivery.

(c) Buyer agrees to inspect the Apparatus and remove the Apparatus from HME’s facility within seven days of notice from HME that the Apparatus is ready for delivery.

(d) Title and risk of loss for the Apparatus shall pass to Buyer upon HME’s notice to Buyer that the Apparatus is ready for delivery at HME’s facility.

4. **Force Majeure.** HME is not liable for unforeseeable penalties or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond HME’s reasonable control, including, without limitation, (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) industrial disturbances.

5. **Price and Payment.**

(a) Subject to any changes as provided in this Agreement or as agreed to by Buyer and HME under the terms of this Agreement, the price for the Apparatus is set forth on *Schedule A* (“**Price**”). The

Price is in U.S. dollars, and does not include any taxes, freight, duty, tariffs, assessments or similar charges, which shall be Buyer's sole responsibility and liability. The Price is subject to increase because of changes in market conditions or increases in HME's cost of raw materials or components. HME will provide the Buyer with notice of any change to the Price based on increases to HME's cost.

(b) Unless otherwise specified on **Schedule A**, Buyer shall pay the Price in full upon delivery of the Apparatus to Buyer at HME's facility. Unless otherwise specified on **Schedule A**, the Apparatus will not leave HME's facility until payment has been received in full for the Apparatus. All payments shall be in U.S. currency. HME reserves the right to assess finance charges on any past due amounts at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. HME shall be entitled to recover its reasonable attorney fees and costs incurred in connection with collection of any past due amounts owing under this Agreement.

(c) HME will not accept any payment made to HME's sales representatives. All payments of the Price will be made exclusively to HME at 1950 Byron Center Avenue, Wyoming, Michigan 49519, Attention: Accounts Receivable.

6. **Warranty.** HME's exclusive warranty for the Apparatus is set forth in the Specifications.

7. **Use of Equipment; Indemnification.** Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all user manuals and written instructions provided by HME; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered or bypassed. Buyer agrees to indemnify and hold HME harmless from and against all claims, damages and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach by Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control.

8. **Limitation on Damages.**

(a) EXCEPT AS SET FORT IN THE SPECIFICATIONS, HME DOES NOT MAKE ANY WARRANTY AS TO THE APPARATUS AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE APPARATUS. HME shall not have any tort liability to Buyer or any other person with respect to any of the Apparatus and shall not be liable for consequential, incidental, special, exemplary, indirect or punitive damages arising from any product defect, delay, nondelivery, recall or other breach. Buyer shall not have any right of rejection or of revocation of acceptance of the Apparatus.

(b) IN ADDITION TO THE LIMITATIONS IN THE PRECEDING CLAUSE, HME'S TOTAL LIABILITY UNDER THIS AGREEMENT OR RELATED TO THE APPARATUS SHALL NOT EXCEED THE COST OF PROVIDING REPLACEMENT ITEMS OF THE APPARATUS FOR THOSE ITEMS OF APPARATUS NOT COMPLYING WITH THE TERMS OF THIS AGREEMENT OR, AT HME'S ELECTION, TO THE REFUND OR CREDITING OF BUYER OF THE AMOUNT EQUAL TO THE PRICE PAID BY BUYER FOR THE APPARATUS.

9. **Permits and Compliance.** HME is not responsible for obtaining any permit, inspection or license that is required for the operation of the Apparatus or placing the Apparatus in service in a particular jurisdiction. Except as set forth in the Specifications, HME does not make any promise or representation that the Apparatus will conform to any law, ordinance, regulation, code or standard.

10. **Intellectual Property and Confidentiality.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that HME creates or develops in the course of HME's design, development or manufacture of the Apparatus and all drawings and specifications that HME provides to Buyer ("**Intellectual Property**") shall be HME's sole property, and Buyer

assigns, and agrees to assign, to HME all right, title and interest that Buyer now has or in the future acquires in the Intellectual Property. Buyer shall not disclose or use any of the Intellectual Property or any information about HME's business, operations or activities, except to the extent necessary for Buyer to use the Apparatus.

11. **Cancellation.** Buyer does not have any right to cancel its agreement to buy the Apparatus from HME unless HME increases the Price. If HME increases the Price, Buyer will have fifteen days from the date of Buyer's receipt of the notice of the increase in the Price to cancel this Agreement. If HME agrees in writing to permit cancellation of this Agreement for any other reason, then Buyer shall immediately pay to HME a cancellation charge in an amount HME determines taking into consideration (a) the realizable value to HME of any standard components that HME purchased or ordered before cancellation, (b) the realizable scrap value to HME of the remaining material and tooling that HME purchased, fabricated or ordered before cancellation and (c) any direct labor costs that HME incurred. HME has the right to terminate this Agreement by providing notice to Buyer upon the occurrence of any events described in the paragraph titled "Force Majeure" or if HME is unable to obtain raw materials or components for the Apparatus in a timely or reasonable manner or otherwise produce the Apparatus. Upon termination of this Agreement, Buyer shall deliver to HME all materials relating to the Apparatus including, without limitation, all diagrams, drawings, blueprints, memoranda, specifications, and related documents. Buyer shall not retain any photocopies or other facsimiles of any of the materials.

12. **Tag-On / Additional Orders.** At its sole discretion, HME may allow the terms of this Agreement to be extended to both Buyer and similar agencies for the purchase of a similar Apparatus under similar terms for a period of one (1) year from the date of the execution of this Agreement. HME may adjust the Price to account for equitable Price adjustments associated with the change in the cost of the materials used to produce the Apparatus. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and/or heavy transportation equipment or by itemizing Price changes expected by HME from the component vendors. If there are any changes between the Apparatus purchased via this Agreement and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary adjustments to the Price. If the purchasing agency is not Buyer, a separate Agreement must be executed under the terms of this Agreement to complete the additional purchases.

13. **HME's Rights.** HME has all rights and remedies that applicable law gives to sellers. HME's rights and remedies are cumulative, and HME may exercise them from time to time. HME's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.

14. **Time for Bringing Action.** Any action that Buyer brings against HME for breach of this Agreement or for any other claim that arises out of or relates to the Apparatus or its design, manufacture, sale or delivery must be brought within one year after the cause of action accrues.

15. **Applicable Law.** This Agreement between HME and Buyer shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law. Either party may bring any action that arises out of or relates to this Agreement in any federal or state court in Kent County, Michigan that has jurisdiction of the subject matter, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

16. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties address as set forth on the first page of this Agreement. Either party may change such address by giving notice to the other party of such change.

17. **Amendment and Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. **Binding Effect; Benefits; Assignment.** All of the terms of this Agreement will be binding upon, inure to the benefit of and be enforceable by and against the successors and authorized assigns of each other party. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement, this Agreement being for the exclusive benefit of the parties and their respective heirs, personal representatives, successors and authorized assigns. No party will assign any of its respective rights or obligations under this Agreement to any other person without the prior written consent of the other party.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by .pdf or any electronic signature complying with the federal Electronic Signatures in Global and National Commerce Act of 2000, Public Law 106-229, as amended (e.g., Adobe eSign or DocuSign) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The signatures of the parties transmitted electronically will be “electronic signatures” within the meaning of the Uniform Electronic Transaction Act (USA) and the Electronic Commerce Directive (EU) in all jurisdictions where the legislation has been adopted.

20. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between Buyer and HME with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties; *provided, however*, that nothing in this Agreement shall terminate, amend or modify any previously executed confidentiality agreement(s) between Buyer and HME. The Specifications and contents of **Schedule A** shall be incorporated into, made a part of and governed by the terms of this Agreement. If there is a conflict between these Terms and Conditions and the Specifications or any information on **Schedule A**, these Terms and Conditions shall control, unless **Schedule A** specifically amends these Terms and Conditions by reference to Paragraphs to be amended.

Town of Huachuca City

PROCLAMATION NO. 2025-02

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF APRIL, 2025, AS GARDEN MONTH IN THE TOWN OF HUACHUCA CITY.

WHEREAS, during spring, the season of renewal, millions of Americans turn joyfully to gardening; and

WHEREAS, America's gardens produce an abundance of fruits and vegetables to enrich our tables and a stunning variety of flowers and shrubs to add beauty to our homes and yards; and

WHEREAS, President Reagan first proclaimed the week of April 13, 1986, as "National Garden Week;" and

WHEREAS, in 2002, the National Gardening Association resolved to extend the celebration to encompass the entire month of April; and

WHEREAS, National Garden Month was celebrated for the first time in 2003 and has been celebrated every year since; and

WHEREAS, gardening has numerous health benefits, including exposure to Vitamin D, exercise, and decreased dementia risk.

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, 2025, as Garden Month in the Town of Huachuca City. I encourage all the residents of the Town to go outdoors and cultivate a nutritious and colorful garden.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 13th day of March, 2025.

Johann R. Wallace, Mayor

ATTEST:

Brandye Thorpe, Town Clerk

Thomas Benavidez

Thomas Benavidez, Town Attorney