TOWN OF HUACHUCA CITY

The Sunset City

HUACHUCA CITY TOWN COUNCIL
MEETING NOTICE
Thursday, August 28, 2025, 6:00 pm
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616
The meeting room will be open by 5:30 PM

AGENDA

A. Call to Order – Mayor

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

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

B. Call to the Public – Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction 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 Meeting held on August 14, 2025.
C.2 Consider approval of the Payment Approval Report.
C.3 Consider approval of the disposal of a 1989 Ford Escort VIN: 1FAPP9599KW248193, 2008 Hyundai Azera VIN:KMHFC46F78A331759, 2003 BMW 325 VIN:WBAEE33423KL85901, and a 2004 Honda Odessey VIN: 5FNRL18004B053278 through Public Surplus.

D. Unfinished Business before the Council – Mayor

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

E. New Business Before Council - Mayor

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

E.1 Discussion and/or Action [Suzanne Harvey]: Approval of a Right-of-Way Acquisition Commitment with Tombstone Unified School District for the Town's Skyline Drive improvement project.

E.2 Discussion and/or Action [Suzanne Harvey]: Approval of a software and services agreement with Ziptility, Inc., for the Town's water utility.

E.3 Discussion and/or Action [Town Attorney]: Approval to participate in another national opioid settlement agreement with various secondary opioid manufactures, known as the "Secondary Manufacturers Settlement." All Arizona cities and Towns are being asked to participate for the state to receive its full allotment of the settlement proceeds. As with the "One Arizona Agreement," previously approved by the Town Council, proceeds will pass through from the state to all participating local jurisdictions. The same reporting and use restrictions will apply to the funds received from this new Secondary Manufacturers Settlement.

E.4 Discussion and/or Action [Mayor Wallace]: Proclamation 2025-14 - A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, DECLARING THE MONTH OF SEPTEMBER, 2025, AS "CHILDHOOD CANCER AWARENESS MONTH."

E. Reports of Current Events by Council

F. Adjournment

Posted at 5:00 PM on August__, 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
August 14, 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 , Debra Trate, Christy Hirshberg, Nallely Arreola, Geovona Thompson (online), Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (not voting), Town Attorney Thomas Benavidez (Not voting).
Absent:

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.

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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 Public Hearing and Special Council meeting held on July 17, 2025, and the Regular Meeting held on July 24, 2025.
C.2 Consider approval of the Payment Approval Report.
C.3 Consider approval of the disposal of a 2003 Spartan Motors Crimson fire truck type 1 VIN:4S7AT2F933C045139 through Public Surplus.

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

Motion: Approval of the items on the Consent Agenda**, Action:** Approve**, moved by** Johann Wallace**, Seconded by 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 [Gerald Hursh]: Approval of the purchase of a bus in the amount of $5,835.50.

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

Gerald Hursh requests approval. Council discusses.

Motion: Approve the purchase of a bus in the amount of $5,835.50, Action: Approve, moved by Johann Wallace, Seconded by Cynthia Butterworth.
Motion passed unanimously.

E.2 Discussion and/or Action [Suzanne Harvey]: Direction to staff regarding painting the tennis court.

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

Manager Harvey requests direction. Council discusses. No action to take, no motion.

E.3 Discussion and/or Action [Michael Fox]: Direction to staff regarding the Caterpillar 816K Compactor and its repair/use.

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

Michael Fox asks for direction. Council discusses.

Motion: To have the Caterpillar 816K engine rebuilt by Empire, Action: Direct Staff, moved by Johann Wallace, Seconded by Cynthia Butterworth.
Motion passed unanimously.

E.4 Discussion and/or Action [Mayor Wallace]: Acceptance of a new Town vision statement.

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

Mayor Wallace speaks on this. Council discusses.

Motion: , Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.
Motion passed unanimously.

E.5 Discussion and/or Action [Mayor Wallace]: Approval of the purchase of a cloud-based Caselle government accounting software solution in the increased annual amount of $6,720.00.

Motion: Item E.5 Action: Open for discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Mayor Wallace speaks. Council discusses.

Motion: The purchase of a cloud-based Caselle government accounting software solution in the increased annual amount of $6,720.00, Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.
Motion passed unanimously.

E.6 Discussion and/or Action [Mayor Wallace]: RESOLUTION NO. 2025-13 - A RESOLUTION OF THE MAYOR AND COUNCIL AMENDING THE FEE SCHEDULE FOR DISPOSING OF WASTE AT THE HUACHUCA CITY LANDFILL.

Motion: Item E.6 Action: Open for discussion and/or Action, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Council discusses.

Motion: RESOLUTION NO. 2025-13, Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.
Motion passed unanimously.

E.7 Discussion and/or Action [Town Attorney]: Approval to participate in a new national opioid settlement agreement with Purdue Pharma and the Sackler Family, known as the "Purdue Direct Settlement." All Arizona cities and Towns are being asked to participate for the state to receive its full allotment of the settlement proceeds. As with the "One Arizona Agreement," previously approved by the Town Council, proceeds will pass through from the state to all participating local jurisdictions. The same reporting and use restrictions will apply to the funds received from this new Purdue Direct Settlement.

Motion: Item E.7 Action: Open for discussion and/or Action, moved by Johann Wallace, Seconded by Cynthia Butterworth.

Attorney Benavidez provides his opinion. Council discusses.

Motion: Participation in a new national opioid settlement agreement with Purdue Pharma and the Sackler Family, known as the "Purdue Direct Settlement.", Action: Approve, moved by Johann Wallace, Seconded by Cynthia Butterworth.
Motion passed unanimously.

E.8 Discussion and/or Action [Suzanne Harvey]: Approval of a Lube CVA Agreement with Empire Cat to perform preventative maintenance on equipment at the Landfill.

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

Manager Harvey provides more information. Council discusses.

Motion: A Lube CVA Agreement with Empire Cat to perform preventative maintenance on equipment at the Landfill, Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.
Motion passed unanimously.

E.9 Discussion and/or Action [Suzanne Harvey]: Approval of a temporary construction easement agreement for the Skyline Drive project.

Motion: Item E.9 Action: Open for discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Manager Harvey advises of the importance of this. Council discusses.

Motion: A temporary construction easement agreement for the Skyline Drive project, Action: Approve, moved by Johann Wallace, Seconded by Cynthia Butterworth.
Motion passed unanimously.

F. Reports of Current Events by Council

Councilmember Butterworth- Healthy Huachuca had the last meeting last night. On the 27th there is a SVMPO meeting and the discussion about a new jail. Food distribution is tomorrow.
Councilmember Cardella- Will attend the new jail forum on the 27th.
Councilmember Trate- Will be at the Chamber mixer tomorrow.
Mayor ProTem Hirshberg- SVMPO meeting and jail forum on the 27th.
Councilmember Arreola- Will be at the new jail forum. The mobile market on Saturday was good.
Councilmember Thompson- Spent some time looking into grants to pay for finishing the tennis court.
Mayor Wallace- Will be at the jail forum. School Board meeting last night went well. Had a meeting with representatives from COX today.

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 August 28, 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 August 14, 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
Amazon Capital Services, Inc							
10491	Amazon Capital Services, Inc	1T7V-94GM-7T	Office Supplies	08/01/2025	450.09	450.09	10-43-460
10491	Amazon Capital Services, Inc	1T7V-94GM-7T	Office Supplies	08/01/2025	123.00	123.00	10-48-450
10491	Amazon Capital Services, Inc	17K4-49J3-79	5 Office Chairs	08/01/2025	233.20	233.20	10-51-290
	Total Amazon Capital Services, Inc:				806.29	806.29	
AT&T							
1398	AT&T	1080-7/19	Phone Service	07/19/2025	38.29	38.29	10-43-271
1398	AT&T	1063-8/4/25	Library Landline	08/01/2025	42.65	42.65	10-62-271
	Total AT&T:				80.94	80.94	
AZ Department of Corrections Labor							
1315	AZ Department of Corrections Lab	D082290 2025	Labor AD	07/22/2025	13.18	13.18	10-43-366
1315	AZ Department of Corrections Lab	D082290 2025	Labor PD	07/22/2025	1.47	1.47	10-51-366
1315	AZ Department of Corrections Lab	D082290 2025	Labor PW	07/22/2025	11.71	11.71	10-57-366
1315	AZ Department of Corrections Lab	D082290 2025	Labor LB	07/22/2025	29.29	29.29	10-62-366
1315	AZ Department of Corrections Lab	D082290 2025	Labor Water	07/22/2025	52.71	52.71	51-40-366
1315	AZ Department of Corrections Lab	D082290 2025	Labor Sewer	07/22/2025	52.71	52.71	52-40-366
1315	AZ Department of Corrections Lab	D082290 2025	Labor LF	07/22/2025	43.93	43.93	55-40-366
	Total AZ Department of Corrections Labor:				205.00	205.00	
AZ Department of Corrections Mileage							
10743	AZ Department of Corrections Mil	D08268 20250	Mileage- AD	08/08/2025	92.35	92.35	10-43-366
10743	AZ Department of Corrections Mil	D08268 20250	Mileage- PD	08/08/2025	10.26	10.26	10-51-366
10743	AZ Department of Corrections Mil	D08268 20250	Mileage- PW	08/08/2025	41.04	41.04	10-57-366
10743	AZ Department of Corrections Mil	D08268 20250	Mileage- LB	08/08/2025	102.61	102.61	10-62-366
10743	AZ Department of Corrections Mil	D08268 20250	Mileage- Water	08/08/2025	184.69	184.69	51-40-366
10743	AZ Department of Corrections Mil	D08268 20250	Mileage- Sewer	08/08/2025	184.69	184.69	52-40-366
10743	AZ Department of Corrections Mil	D08268 20250	Mileage- LF	08/08/2025	102.60	102.60	55-40-366
	Total AZ Department of Corrections Mileage:				718.24	718.24	
AZ Dept of Revenue							
1410	AZ Dept of Revenue	JULY25	water Sales tax	08/12/2025	3,121.99	3,121.99	51-22200
	Total AZ Dept of Revenue:				3,121.99	3,121.99	
Az State Treasurer							
1274	Az State Treasurer	672	monthly conversions	08/07/2025	5,054.43	5,054.43	20-40-200
	Total Az State Treasurer:				5,054.43	5,054.43	
Benjamin Berry							
10829	Benjamin Berry	08142025	2 dinners for school safety summit	08/14/2025	40.00	40.00	10-51-660
	Total Benjamin Berry:				40.00	40.00	
Caselle, Inc							
1745	Caselle, Inc	INV-09532	Contract Support and Maintenanc	08/01/2025	1,012.08	1,012.08	10-48-210

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
1745	Caselle, Inc	INV-09532	Contract Support and Maintenanc	08/01/2025	56.23	56.23	51-40-480
1745	Caselle, Inc	INV-09532	Software License- Sewer	08/01/2025	60.72	60.72	52-40-480
1745	Caselle, Inc	INV-09532	Software License- LF	08/01/2025	71.97	71.97	55-40-483
	Total Caselle, Inc:				1,201.00	1,201.00	
CenturyLink							
4280	CenturyLink	2648-8/7	Local Phone Service - Town Hall	08/07/2025	347.44	347.44	10-43-271
4280	CenturyLink	9728-8/7	Local Phone Service - Police Dept	08/07/2025	184.70	184.70	10-51-271
4280	CenturyLink	6652-8/7	Local Phone Service - Landfill	08/07/2025	95.04	95.04	10-62-271
	Total CenturyLink:				627.18	627.18	
Cintas Corporation No. 445							
10067	Cintas Corporation No. 445	4239630627	Office Supplies	08/11/2025	30.76	30.76	10-43-460
10067	Cintas Corporation No. 445	4240366448	Office Supplies	08/18/2025	17.04	17.04	10-43-460
10067	Cintas Corporation No. 445	4239630792	Uniforms- PW	08/11/2025	8.71	8.71	10-57-410
10067	Cintas Corporation No. 445	4240366472	Uniforms- PW	08/18/2025	8.71	8.71	10-57-410
10067	Cintas Corporation No. 445	4239630792	Uniforms- Water	08/11/2025	39.24	39.24	51-40-410
10067	Cintas Corporation No. 445	4240366472	Uniforms- Water	08/18/2025	39.24	39.24	51-40-410
10067	Cintas Corporation No. 445	4239630792	Uniforms- Sewer	08/11/2025	39.24	39.24	52-40-410
10067	Cintas Corporation No. 445	4240366472	Uniforms- Sewer	08/18/2025	39.24	39.24	52-40-410
10067	Cintas Corporation No. 445	4239630712	Landfill Supplies	08/11/2025	5.49	5.49	55-40-290
10067	Cintas Corporation No. 445	4240366405	Landfill Supplies	08/18/2025	5.49	5.49	55-40-290
10067	Cintas Corporation No. 445	4239630627	Landfill Uniforms	08/11/2025	104.79	104.79	55-40-410
10067	Cintas Corporation No. 445	4239630712	Landfill Uniforms	08/11/2025	32.56	32.56	55-40-410
10067	Cintas Corporation No. 445	4240366405	Landfill Uniforms	08/18/2025	32.56	32.56	55-40-410
10067	Cintas Corporation No. 445	4240366448	Uniforms- LF	08/18/2025	104.39	104.39	55-40-410
	Total Cintas Corporation No. 445:				507.46	507.46	
City of Sierra Vista							
1702	City of Sierra Vista	5491	Fuel AD	08/06/2025	25.25	25.25	10-43-475
1702	City of Sierra Vista	5491	Fuel PD	08/06/2025	1,335.75	1,335.75	10-51-475
1702	City of Sierra Vista	5491	Fuel HC	08/06/2025	361.78	361.78	10-65-475
1702	City of Sierra Vista	5491	Fuel Landfill	08/06/2025	41.33	41.33	55-40-475
1702	City of Sierra Vista	5491	Fuel Post Bus	08/06/2025	940.62	940.62	65-40-475
	Total City of Sierra Vista:				2,704.73	2,704.73	
Cochise County Treasurer							
1867	Cochise County Treasurer	671	Monthly Court Conversion	08/07/2025	32.56	32.56	20-40-200
	Total Cochise County Treasurer:				32.56	32.56	
COX Business							
10695	COX Business	08012025	Internet Town Hall	08/01/2025	1,000.00	1,000.00	10-48-481
	Total COX Business:				1,000.00	1,000.00	
Danny Escalunte							
10724	Danny Escalunte	07292025	Deposit refund	07/29/2025	75.00	75.00	10-36-500
	Total Danny Escalunte:				75.00	75.00	
DE Lage Landen Financial Services							
10476	DE Lage Landen Financial Servic	591142622	Copier Lease- Admin	07/21/2025	168.37	168.37	10-43-840

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
10476	DE Lage Landen Financial Servic	591142622	Copier Lease- Police	07/21/2025	68.19	68.19	10-51-705
10476	DE Lage Landen Financial Servic	591142622	Copier Lease- Library	07/21/2025	68.19	68.19	10-62-705
	Total DE Lage Landen Financial Services:				304.75	304.75	
Debora Haines							
10872	Debora Haines	08152025	Water Refund	08/15/2025	24.47	24.47	51-21350
10872	Debora Haines	08152025	Sewer Refund	08/15/2025	25.00	25.00	52-21350
	Total Debora Haines:				49.47	49.47	
DES-Unemployment Tax							
1257	DES-Unemployment Tax	ENDING06302	11481006/Unemployment Tax	06/30/2025	16.44	16.44	10-22410
1257	DES-Unemployment Tax	ENDING06302	11481006/Unemployment Tax	06/30/2025	200.00	200.00	10-43-122
	Total DES-Unemployment Tax:				216.44	216.44	
Empire Southwest, LLC							
2220	Empire Southwest, LLC	EMWK403099	d6 dozer giving fault codes and a	07/21/2025	9,657.78	9,657.78	55-40-610
2220	Empire Southwest, LLC	EMWK403099	the 816k started over heating on fr	07/21/2025	4,518.41	4,518.41	55-40-610
2220	Empire Southwest, LLC	EMWK405500	the d6 is over due for a pm servic	08/14/2025	4,306.07	4,306.07	55-40-610
	Total Empire Southwest, LLC:				18,482.26	18,482.26	
ESG Corp							
10787	ESG Corp	47505	COBRA Monthly	08/11/2025	40.95	40.95	10-43-122
	Total ESG Corp:				40.95	40.95	
General Fund(Trust)							
2364	General Fund(Trust)	670	monthly court conversions	08/07/2025	7,274.98	7,274.98	20-40-200
	Total General Fund(Trust):				7,274.98	7,274.98	
Goering, Roberts, Rubin, Brogna, Enos							
10629	Goering, Roberts, Rubin, Brogna,	06022025	Huachuca City Police Department	08/07/2025	45.00	45.00	10-51-230
	Total Goering, Roberts, Rubin, Brogna, Enos:				45.00	45.00	
Jack Furrier Tire & Auto Care							
10395	Jack Furrier Tire & Auto Care	324957	Bus 10 Maintenace	07/28/2025	934.97	934.97	65-40-480
10395	Jack Furrier Tire & Auto Care	324958	Bus 10 Maintenace	07/28/2025	2,000.82	2,000.82	65-40-480
	Total Jack Furrier Tire & Auto Care:				2,935.79	2,935.79	
Jhovana Mejia							
10869	Jhovana Mejia	08052025	Deposit Refund	08/05/2025	75.00	75.00	10-36-500
	Total Jhovana Mejia:				75.00	75.00	
John Fantini							
10871	John Fantini	08182025	Water Refund	08/19/2025	21.01	21.01	51-21350
10871	John Fantini	08182025	Sewer Refund	08/19/2025	25.00	25.00	52-21350
	Total John Fantini:				46.01	46.01	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Jose Olivas							
10503	Jose Olivas	08142025	2 dinners for school safety summit	08/14/2025	40.00	40.00	10-51-660
	Total Jose Olivas:				40.00	40.00	
Katalin Renee Goodwin							
10870	Katalin Renee Goodwin	673	Receipt P4929 Paid 08/20/2025 O	08/21/2025	30.00	30.00	20-40-200
	Total Katalin Renee Goodwin:				30.00	30.00	
KE & G Construction, Inc							
10193	KE & G Construction, Inc	APP1-251028	Stage 1, Patton, Clark 1st-3rd, Cr	08/14/2025	15,840.00	15,840.00	23-40-490
10193	KE & G Construction, Inc	APP1-251029	Crack Seal & Asphalt Howard-Buff	08/14/2025	11,880.00	11,880.00	23-40-490
	Total KE & G Construction, Inc:				27,720.00	27,720.00	
Legend Technical Services of Arizona Inc							
10774	Legend Technical Services of Ariz	2513166	GW Monitoring	08/14/2025	127.00	127.00	51-40-510
	Total Legend Technical Services of Arizona Inc:				127.00	127.00	
Leslie's PoolMart, Inc.							
2777	Leslie's PoolMart, Inc.	00649-01-0875	Chlorine Tablets, Poolside Test kit,	08/08/2025	296.93	296.93	10-58-460
2777	Leslie's PoolMart, Inc.	00649-01-0878	Alkalinity up for pool	08/14/2025	28.28	28.28	10-58-460
	Total Leslie's PoolMart, Inc.:				325.21	325.21	
Mountain View Air Conditioning & Heating							
10513	Mountain View Air Conditioning &	I22168	Court AC	08/07/2025	311.50	311.50	10-57-500
	Total Mountain View Air Conditioning & Heating:				311.50	311.50	
Moyes Sellers & Hendricks							
10370	Moyes Sellers & Hendricks	43153	Gila River Adjudication Proceedin	08/12/2025	344.50	344.50	51-40-650
	Total Moyes Sellers & Hendricks:				344.50	344.50	
PITNEY BOWES BANK INC							
3187	PITNEY BOWES BANK INC	1027918736	Postage- Admin	08/07/2025	8.74	8.74	10-43-440
3187	PITNEY BOWES BANK INC	1027918736	Postage- Water	08/07/2025	30.62	30.62	51-40-440
3187	PITNEY BOWES BANK INC	1027918736	Postage- Sewer	08/07/2025	30.62	30.62	52-40-440
3187	PITNEY BOWES BANK INC	1027918736	Postage- Landfill	08/07/2025	17.50	17.50	55-40-440
	Total PITNEY BOWES BANK INC:				87.48	87.48	
Reliable Safety, LLC							
10317	Reliable Safety, LLC	2516	equipment extinguishers need to	08/06/2025	774.00	774.00	55-40-350
	Total Reliable Safety, LLC:				774.00	774.00	
Ruben A. Villa							
4360	Ruben A. Villa	H-046-081725	Consulting Services- Admin	08/17/2025	1,347.58	1,347.58	10-43-650
4360	Ruben A. Villa	H-046-081725	Consulting Services- Magistrate	08/17/2025	112.33	112.33	10-45-650
4360	Ruben A. Villa	H-046-081725	Consulting Services- Road User	08/17/2025	168.50	168.50	23-40-650
4360	Ruben A. Villa	H-046-081725	Consulting Services- Water	08/17/2025	1,010.58	1,010.58	51-40-650
4360	Ruben A. Villa	H-046-081725	Consulting Services- Sewer	08/17/2025	757.02	757.02	52-40-650
4360	Ruben A. Villa	H-046-081725	Consulting Services- Landfill	08/17/2025	673.99	673.99	55-40-650

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
	Total Ruben A. Villa:				4,070.00	4,070.00	
S.S.V.E.C							
3920	S.S.V.E.C	6100-7/1-8/1	City Hall	08/05/2025	1,078.10	1,078.10	10-43-340
3920	S.S.V.E.C	9100-7/1-8/1	Sign Meter	08/05/2025	72.39	72.39	10-43-340
3920	S.S.V.E.C	1200PD-7/1-8/	Police Station	08/05/2025	361.56	361.56	10-51-340
3920	S.S.V.E.C	1200FD-7/1-8/1	Fire Station	08/05/2025	361.57	361.57	10-53-340
3920	S.S.V.E.C	8300-7/1-8/1	City Pool	08/05/2025	551.47	551.47	10-58-340
3920	S.S.V.E.C	2300-7/1-8/1	Community Center	08/05/2025	173.64	173.64	10-60-340
3920	S.S.V.E.C	6101-7/1-8/1	Keeline Park	08/05/2025	38.76	38.76	10-60-340
3920	S.S.V.E.C	6200-7/1-8/1	keeline parkpark Skyline	08/05/2025	51.17	51.17	10-60-340
3920	S.S.V.E.C	7200-7/1-8/1	Tennis Courts	08/05/2025	199.73	199.73	10-60-340
3920	S.S.V.E.C	1100-7/1-8/1	Library	08/05/2025	777.57	777.57	10-62-340
3920	S.S.V.E.C	1300-7/1-8/1	senior Center	08/05/2025	312.91	312.91	10-68-340
3920	S.S.V.E.C	2200-7/1-8/1	Streetlight Master	08/05/2025	2,281.23	2,281.23	23-40-340
3920	S.S.V.E.C	0500-7/1-8/1	Well Howard St	08/05/2025	993.69	993.69	51-40-340
3920	S.S.V.E.C	1400-7/1-8/1	Skyline Well	08/05/2025	934.46	934.46	51-40-340
3920	S.S.V.E.C	1800-7/1-8/1	Well at Cochise	08/05/2025	791.94	791.94	51-40-340
3920	S.S.V.E.C	6000-7/1-8/1	Gila st well	08/05/2025	653.36	653.36	51-40-340
3920	S.S.V.E.C	00500-7/1-8/1	Hunt rd sewer Pond	08/05/2025	292.31	292.31	52-40-340
3920	S.S.V.E.C	2500-7/1-8/1	Scales at Landfill	08/05/2025	72.96	72.96	55-40-340
3920	S.S.V.E.C	6800-7/1-8/1	Landfill	08/05/2025	697.42	697.42	55-40-340
	Total S.S.V.E.C:				10,696.24	10,696.24	
Senergy Petroleum LLC							
10215	Senergy Petroleum LLC	415191553	P66 Powerdrive Fluid	08/14/2025	251.69	251.69	51-40-610
10215	Senergy Petroleum LLC	415191553	P66 Powerdrive Fluid	08/14/2025	251.68	251.68	52-40-610
10215	Senergy Petroleum LLC	415191553	P66 Powerdrive Fluid	08/14/2025	2,013.47	2,013.47	55-40-610
	Total Senergy Petroleum LLC:				2,516.84	2,516.84	
Southern Tire Mart							
10357	Southern Tire Mart	6020115684	New rear tire for the backhoe.	08/06/2025	1,147.53	1,147.53	23-40-610
	Total Southern Tire Mart:				1,147.53	1,147.53	
Southwest Gas Corporation							
3879	Southwest Gas Corporation	6376-6/28-7/29	Gas Utility- Fire Station	07/31/2025	50.46	50.46	10-53-340
3879	Southwest Gas Corporation	3971-6/28-7/29	Gas Utility- Community Center	07/31/2025	30.49	30.49	10-60-340
3879	Southwest Gas Corporation	3972-6/28-7/29	Gas Utility- Senior Center	07/31/2025	38.79	38.79	10-68-340
	Total Southwest Gas Corporation:				119.74	119.74	
Tierra Water Management							
10566	Tierra Water Management	1705	Operator of Record Water	07/31/2025	527.30	527.30	51-40-650
10566	Tierra Water Management	1705	Operator of Record Sewer	07/31/2025	1,027.30	1,027.30	52-40-650
	Total Tierra Water Management:				1,554.60	1,554.60	
TransWorld Network, Corp							
9629	TransWorld Network, Corp	16156451-A13	Internet Services- Landfill/PW	07/22/2025	90.74	90.74	55-40-481
	Total TransWorld Network, Corp:				90.74	90.74	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Verizon Wireless							
4343	Verizon Wireless	6120417072	cell phones	08/07/2025	2,149.89	2,149.89	10-48-275
	Total Verizon Wireless:				2,149.89	2,149.89	
Waste Management of AZ							
10207	Waste Management of AZ	0059402-1571-	Trash Service	08/04/2025	14,859.39	14,859.39	54-40-360
	Total Waste Management of AZ:				14,859.39	14,859.39	
	Grand Totals:				112,610.13	112,610.13	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Ziptility, Inc. Data Security and Compliance Standards

Data Security

Encryption

Ziptility takes data security seriously and implements robust encryption methods to protect customer data both in transit and at rest, ensuring the confidentiality and integrity of customer data throughout its lifecycle.

Encryption in Transit

We use Transport Layer Security (TLS), the modern version of SSL, to encrypt data as it moves between our servers and customer systems. This ensures that data transmitted across networks is secure from interception or tampering by unauthorized parties. All data, including sensitive information such as login credentials and asset management data, is transmitted using TLS 1.2 or higher, which provides strong encryption and data integrity.

Encryption at Rest

Passwords are encrypted using secure, industry-standard cryptographic hashing algorithms. We employ bcrypt or PBKDF2 to ensure that passwords are securely stored and protected against brute-force attacks.

While passwords are securely hashed, sensitive data stored in our databases is protected using encryption methods that comply with industry standards. We utilize

AES-256 encryption to safeguard any sensitive information stored at rest, ensuring that unauthorized access to storage devices or databases will not compromise the data. We leverage a secure key management system (KMS) to control encryption keys, ensuring that encryption and decryption operations are properly handled. This reduces the risk of unauthorized access to keys and the data they protect.

Data Segregation

Ziptility prioritizes the security of customer data and has implemented several measures to ensure that data remains isolated between customers, preventing unauthorized access.

OAuth Token-Based Authentication

We ensure data isolation through the use of OAuth tokens for authentication and authorization. Every request to access customer data requires a valid OAuth token, which is tied to a specific user and their access permissions.

OAuth tokens are scoped to the specific customer and user context, ensuring that a token issued to one customer cannot access the data of another customer, even within the same system. This token-based system creates strict boundaries between tenants.

Token Lifecycles and Regular Refresh

To further enhance security and maintain data isolation, we implement short token lifetimes and regularly refresh user tokens. This ensures that access tokens are continuously validated, and stale or compromised tokens are rendered invalid quickly.

We also use token revocation mechanisms, allowing us to immediately revoke tokens in case of suspicious activity or detected vulnerabilities.

Data Access Validation

Every request for data undergoes strict validation to ensure that the user's token and associated permissions are valid for the requested operation. This access control mechanism ensures that even within a multi-tenant environment, users can only access data that belongs to their organization.

By combining OAuth token-based authentication with scoping, regular token refreshes, and rigorous access validation, we ensure robust data isolation between customers. This approach aligns with industry best practices and ensures that customer data remains secure and protected, even in a shared infrastructure environment.

Access Controls

Role-Based Access Control (RBAC)

Our platform uses a configurable RBAC system to manage data access. Each user is assigned a specific role that governs their permissions within the system, ensuring that users only have access to the data and functions necessary for their role.

Roles and permissions are highly granular, allowing our customers to create tailored access control models based on their organizational needs. For example, roles can be configured to allow read-only access to certain datasets, while providing full administrative privileges for others.

Customer Control

Customer administrators have full control over managing user roles and permissions within their organization. They can create new roles, assign or modify existing roles, and ensure that only authorized users have access to sensitive data. Additionally, administrators can quickly set and reset passwords or remove users as needed, ensuring continuous control over user access.

Password Policies

We enforce strong password policies to protect against unauthorized access. Passwords are securely managed and stored using Identity Server, where they are encrypted using industry-standard encryption protocols.

Our password policies include requirements for minimum password length, complexity (e.g., requiring a combination of letters, numbers, and symbols), and periodic password changes.

All passwords are hashed using a secure cryptographic algorithm, ensuring that even in the unlikely event of a breach, passwords remain protected.

Multi-Factor Authentication (MFA)

MFA is not available for all customers by default. However, when requested, we can work with customers to implement MFA using external identity providers for an additional fee.

We support integration with identity providers that use industry-standard protocols such as OpenID Connect, WS-Federation, or SAML2p, allowing customers to enhance security by requiring multiple forms of authentication for accessing sensitive data.

Single Sign-On (SSO)

SSO integration is also available upon request for an additional fee. This allows organizations to centralize authentication and authorization, reducing the need for multiple credentials and enhancing overall security.

Data Retention and Deletion

Data Retention Policy

Customer data is retained only as long as necessary to fulfill the purpose for which it was collected, such as supporting ongoing services, legal obligations, or operational needs.

Retention periods are aligned with the contractual agreements between Ziptility and each customer, and they may be customized based on the specific requirements of the customer or applicable regulations.

Our retention policies are periodically reviewed to ensure compliance with evolving legal and regulatory standards, including data protection laws such as GDPR, CCPA, and others relevant to municipalities.

Secure Data Deletion

We offer customers the ability to permanently delete their data upon request. Once a deletion request is received, all customer data is securely erased from our systems, including backups, to ensure that it cannot be recovered.

When customer data is no longer needed, or when a deletion request is made:

1. We initiate the deletion process within two business days.
1. All related data is securely purged from our active databases and storage systems using industry-standard deletion protocols, ensuring that the data is irretrievable.
2. Any backups containing customer data are also subject to deletion within the retention period specified in the backup cycle.

We use secure data-wiping methods that comply with industry best practices (e.g., NIST 800-88 guidelines) to ensure that deleted data cannot be reconstructed or accessed.

Third-Party Data Sharing

We do not share customer data with third parties unless explicitly requested by the customer for integration purposes. This guarantees that data remains under the control of the customer throughout its lifecycle.

Application Security

Vulnerability Management

Automated Vulnerability Scanning

Our system undergoes continuous automated vulnerability scanning using industry-standard tools. These scans check for known vulnerabilities in third-party libraries, dependencies, and custom code. This helps us proactively identify potential issues as soon as they are disclosed or discovered.

Patch Management

We follow a structured patch management process that includes both scheduled and ad-hoc patch deployments. Critical patches are applied as soon as they are tested and validated to prevent exposure to high-risk vulnerabilities. Non-critical patches are applied during regular maintenance windows to minimize service disruption.

Penetration Testing

In addition to automated scanning, we conduct periodic manual and automated penetration tests. These tests are performed both internally and by third-party security experts to simulate real-world attack scenarios. The frequency of these tests ensures that our system is robust and resilient to evolving security threats.

Testing Frequency

1. Automated vulnerability scans are conducted continuously.
2. Scheduled penetration testing is performed quarterly.
3. Ad-hoc scans and tests are initiated as necessary, particularly when major updates or significant changes are made to the system architecture.

Software Development Practices

We prioritize security at every stage of our Software Development Lifecycle (SDLC) by incorporating a range of industry-standard practices and tools to ensure that our software is both secure and reliable.

Code Reviews

All code changes undergo peer review by experienced developers. During this process, code is assessed not only for functionality and performance but also for security vulnerabilities. This includes checking for adherence to secure coding standards and identifying potential weaknesses or areas that could be exploited.

Static Code Analysis

We integrate static code analysis tools into our development workflow, ensuring that all code is automatically analyzed for security flaws before it is committed to the repository. This helps catch issues early, such as vulnerabilities related to input validation, buffer overflows, and other common risks. Static analysis is a key step in ensuring code quality and security from the outset.

Automated Integration Testing

We run comprehensive integration tests on every commit to our repositories. This process includes automated testing that checks for functionality, performance, and security-related issues. Continuous integration ensures that vulnerabilities are identified early in the development process, and any issues are addressed before the code progresses further in the SDLC.

Security Testing

In addition to static analysis and integration testing, we conduct security-specific testing at various stages of the development process. This includes dynamic analysis, penetration testing, and other automated security checks to identify potential vulnerabilities that may arise from interactions between different components.

Secure Development Practices

Throughout the development process, we follow secure coding guidelines based on industry standards such as OWASP. These practices are enforced through developer training and regular code audits to ensure consistent application of security principles. By embedding security into each stage of the SDLC—from code development to testing and integration—we ensure that our software is secure by design. This comprehensive approach reduces the risk of vulnerabilities and ensures that security is a fundamental part of our software development process.

Third-Party Components

Limited Access to Sensitive Data

None of the third-party libraries we use access our database or have write permissions. These libraries are primarily used to facilitate communication with our customers or to provide support functions. This isolation significantly reduces the risk of third-party libraries compromising sensitive data.

Secure Data Access through AWS

All data reads and writes to our database are fully secured through Amazon Web Services (AWS) security policies. This ensures that any interaction with our data is

protected by AWS's robust security controls, including encryption, role-based access control (RBAC), and network-level security measures.

Ongoing Monitoring and Patching

We actively monitor third-party libraries for security vulnerabilities by leveraging automated tools that alert us to any known risks. When vulnerabilities are identified, we promptly apply patches and updates to ensure that our system remains secure and up to date.

Vendor Due Diligence

We perform due diligence on all third-party libraries and APIs before integrating them into our solution. This includes reviewing their security policies, update frequency, and their compliance with industry standards like ISO/IEC 27001 and SOC 2.

Code Reviews and Dependency Management

Third-party code is regularly reviewed as part of our standard code review process. We use dependency management tools to track and manage the use of external libraries, ensuring they are updated and free from known vulnerabilities.

Infrastructure Security

Hosting Environment

AWS Security Measures

AWS includes built-in firewall protections through its Virtual Private Cloud (VPC) configurations. We use security groups and network ACLs to tightly control inbound and outbound traffic to our servers, ensuring only authorized communications are allowed.

AWS also offers robust Distributed Denial of Service (DDoS) protection through its AWS Shield service, which helps safeguard our environment from large-scale attacks.

AWS data centers are protected by multiple layers of physical security, including 24/7 monitoring, biometric access controls, and video surveillance. This ensures that our hosting infrastructure is resilient to unauthorized physical access.

Access Control

None of our employees or customers have direct access to our API servers. Access to the API layer is strictly controlled, and all requests are subject to authentication and authorization checks.

Access to our database is limited to specific, authorized individuals. These individuals are granted access only based on the principle of least privilege, and permissions are regularly reviewed to ensure ongoing compliance. All database interactions are secured using AWS Identity and Access Management (IAM) policies, with multi-factor authentication (MFA) enforced.

Encryption and Data Protection

All data, both at rest and in transit, is encrypted using industry-standard algorithms. AWS's Key Management Service (KMS) is used to manage encryption keys securely, ensuring the confidentiality of sensitive information.

Our system benefits from AWS's highly available infrastructure, with automatic backups and replication across multiple availability zones to ensure data durability and minimize downtime.

Backup and Disaster Recovery

Data Backup Process

Customer data is regularly backed up using AWS native tools. We implement automated backups, ensuring that data is captured consistently and securely. Backups are conducted at frequent intervals to minimize the risk of data loss in the event of an incident.

Backup Frequency

Our backup strategy includes regular incremental backups throughout the day, along with full backups performed daily. This approach allows us to maintain an up-to-date copy of customer data without impacting system performance.

Point-in-Time Recovery

We utilize point-in-time recovery (PITR) for our databases, enabling us to restore data to any specific moment within a predefined window. This capability ensures that, in the event of an error or data corruption, we can restore the system quickly to a precise point before the issue occurred, minimizing potential data loss.

Disaster Recovery and Business Continuity

Our disaster recovery strategy is built around AWS's robust infrastructure, which includes multi-region replication and automated failover capabilities. In the event of a catastrophic failure or outage in one region, our system can automatically failover to another region, ensuring that service is restored with minimal downtime. We regularly test our disaster recovery procedures to ensure they meet the required recovery time objectives (RTO) and recovery point objectives (RPO).

Data Durability and Security

All backup data is encrypted, both in transit and at rest, using AWS's encryption mechanisms to ensure that sensitive information is protected. AWS's highly durable storage systems, such as Amazon S3, provide redundancy and ensure that backup data is not lost due to hardware failures.

Compliance and Certifications

Compliance Standards

We are deeply committed to ensuring that our software meets the highest standards for security, availability, and confidentiality, as required by our customers in the municipal and utilities sectors. Our approach to compliance is aligned with widely recognized standards and regulations, including SOC 2, ISO 27001, and NERC-CIP.

SOC 2 Compliance

We maintain compliance with the SOC 2 framework, which focuses on the Trust Service Criteria for security, availability, processing integrity, confidentiality, and privacy. This ensures that our systems are designed and managed to protect customer data while providing reliable service. Our SOC 2 compliance demonstrates that we follow best practices for data handling, encryption, access control, and incident response.

ISO 27001 Compliance

We follow the principles of ISO 27001, the international standard for information security management systems (ISMS). This standard ensures that we have a systematic approach to managing sensitive company and customer information, including implementing risk management processes, security controls, and ongoing audits to maintain the highest level of information security.

Other Regulatory Considerations

In addition to SOC 2 and ISO 27001, we continuously monitor relevant regulatory developments, particularly those applicable to public sector clients. Our AWS hosting environment further supports compliance with multiple standards, including FedRAMP, which is crucial for government entities. We ensure that our infrastructure adheres to these requirements and that customer data is protected using industry best practices.

Incident Response

Incident Detection and Response Plan

Incident Detection and Monitoring

We employ round-the-clock monitoring of our systems through a combination of automated security tools (e.g., SIEM—Security Information and Event Management systems, IDS—Intrusion Detection Systems) and manual oversight by our security team.

Our system leverages threat intelligence feeds and anomaly detection algorithms to identify suspicious activities such as unauthorized access, unusual network traffic, or abnormal user behavior.

Upon detection of a potential incident, our security team is alerted within minutes. High-priority incidents trigger immediate alerts, enabling us to begin investigation promptly.

Incident Investigation

Within 15-30 minutes of receiving an alert, our incident response team initiates an assessment to determine the scope, severity, and potential impact of the incident. Key objectives include:

1. Identifying the type of incident (e.g., malware, data breach, unauthorized access).
2. Assessing which systems and data may be affected.
3. Classifying the incident severity (e.g., low, medium, high).

If the threat is confirmed, we work quickly to contain the incident, isolating affected systems to prevent the spread of malicious activity. Temporary controls are put in place to mitigate further damage while maintaining as much operational continuity as possible.

Remediation and Recovery

1. A root cause analysis is conducted to identify the underlying issue and how the incident occurred. This helps ensure that remediation efforts address the specific vulnerabilities or exploits used by the attacker.
2. Based on the analysis, we take steps to patch vulnerabilities, restore systems to a secure state, and reinforce security measures (e.g., applying updates and reconfiguring access controls). Our goal is to remediate the incident as quickly as possible, typically within 24-48 hours, depending on the severity and complexity of the issue.

3. Once the incident has been resolved, affected systems are restored, and data integrity is validated. Customers are informed when systems are back to normal operation.

Communication and Customer Notification

1. Throughout the incident lifecycle, we maintain clear communication with both internal stakeholders (IT, management) and external customers. For incidents that affect customer operations or data, customers are notified within 24-72 hours of confirming the incident, per our Incident Notification Plan.
2. During the investigation and remediation process, we provide regular updates to keep customers informed about the progress and any actions they may need to take.

Post-Incident Review

1. After the incident is fully resolved, we conduct a detailed review to document the timeline, actions taken, and lessons learned. A comprehensive incident report is provided to affected customers.
2. Following the post-incident review, we update our incident response protocols to address any weaknesses discovered during the event. This helps continuously improve our security posture and reduce the likelihood of future incidents.

Response Times

1. We aim to detect security incidents within minutes of their occurrence using our monitoring tools.
2. Our security team begins investigation and triage efforts within 15-30 minutes of detection.
3. We typically contain high-priority threats within 1-4 hours depending on the complexity.
4. Complete remediation and system recovery usually occur within 24-48 hours, depending on the severity of the incident.

Collaboration and External Support

In the case of particularly severe or complex incidents, we work with external security partners (e.g., managed security service providers or cybersecurity firms) to enhance our response capabilities.

For incidents involving sensitive data, particularly in cases related to municipalities, we collaborate with relevant regulatory bodies and law enforcement, as necessary, to ensure compliance with all legal obligations.

Breach notification

Ziptility is committed to maintaining the highest standards of security and privacy for our customers. In the event of a data breach, we follow a structured and transparent process to ensure prompt notification, in line with industry best practices and regulatory requirements.

Breach Detection and Investigation

Once a potential breach is detected (via automated monitoring tools or incident reporting), our security team immediately investigates the scope and impact of the breach.

During this stage, we work to determine the nature of the breach, the systems or data affected, and whether customer information has been compromised.

A root cause analysis is conducted to identify how the breach occurred and ensure it is fully contained and mitigated.

Customer Notification

If we confirm that a breach has impacted customer data, we notify affected customers within 72 hours of confirmation, as required by many data protection regulations (e.g., GDPR, CCPA, etc.). This notification includes:

1. A brief summary of what occurred.
2. The type of data involved.
3. Steps being taken to address the issue.
4. Any immediate actions that customers need to take to protect their data.

Once we have gathered more details, we provide a more comprehensive follow-up report that includes:

1. A timeline of the breach, from detection to containment.
2. The scope of impacted systems and data.
3. The root cause of the breach.
4. Actions we've taken to prevent similar incidents in the future.
5. Information on available support services (e.g., credit monitoring, if applicable).

Communication Channels

Notifications are sent through secure channels (email or phone) to the primary security and IT contacts identified in your customer account. We also post updates through our Customer Portal or Incident Response Platform.

In cases where immediate notification is necessary, we may escalate through other channels (e.g., SMS or phone) to ensure timely communication.

Timelines

1. Immediate Response (Within 24-48 hours): We contain the breach and begin the investigation.
2. Initial Notification (Within 72 hours): If customer data is compromised, we issue a formal notification.
3. Ongoing Updates: Throughout the investigation and remediation process, we provide updates at regular intervals or as new information becomes available.
4. Final Report (Within 2-4 weeks): A full report detailing the breach and corrective measures is issued once the investigation is complete.

Information Provided to Customers

The following information is provided in both the initial notification and the final breach report:

- A brief overview of the incident.
- A description of the impacted data (e.g., names, email addresses, or other sensitive information).
- Information on how the breach may affect your systems or users.
- Steps taken to resolve the breach and strengthen security.
- Any immediate actions required from your side (e.g., resetting passwords, monitoring accounts).
- What we are implementing to prevent similar future breaches.

Regulatory Compliance

We ensure that our breach notification process complies with relevant data protection regulations, including GDPR, CCPA, and any state or federal regulations specific to the municipalities we serve.

Where applicable, we also assist customers in fulfilling their own legal obligations regarding breach notifications to end users.

Post-Breach Support

We provide resources such as a dedicated incident response team and, if necessary, identity protection services for any individuals whose personal data may have been affected.

We also conduct post-breach audits to assess our response and improve our security measures.

User Awareness and Training

Security Training

At Ziptility, security is a key priority, and we ensure that our internal teams follow best practices for handling sensitive customer data and systems. Given our small team size, we adopt a focused approach to security training and access control to minimize risk.

Role-Based Access Control

We follow the principle of least privilege, ensuring that only team members who are directly responsible for specific parts of the system have access to sensitive data or critical systems. Employees are granted access strictly based on their job roles, and permissions are regularly reviewed to ensure they remain appropriate.

Security Awareness and Training

While we are a small team, we provide regular security awareness training to all employees, especially those who handle sensitive customer data or interact with critical infrastructure. This training covers key topics such as secure coding practices, data protection, and how to identify and respond to security threats. Our team also stays up-to-date with the latest industry trends and best practices through continuous learning initiatives.

Data Handling Policies

Employees who handle sensitive customer data are trained on data protection policies that ensure compliance with industry standards, such as encryption, secure storage, and secure communication methods. These policies are reinforced by automated tools and processes that monitor data access and usage.

Incident Response Training

Our team is regularly trained on our incident response procedures to ensure that we can act quickly and effectively in the event of a security breach or system compromise. This training is designed to keep our team prepared to respond in alignment with our business continuity and disaster recovery plans.

By combining strict access control with ongoing security training, we ensure that our team is equipped to protect sensitive data and systems. This focused approach reduces our attack surface and ensures that our employees understand and follow best practices for maintaining a secure environment.

Internal Policies

We maintain a strong security posture by implementing and enforcing a range of internal security policies that govern how our team handles data, uses devices, and interacts with our systems. These policies ensure that all employees follow best practices for protecting customer data and maintaining the integrity of our software and infrastructure.

Acceptable Use Policy (AUP)

Our Acceptable Use Policy outlines how employees are expected to interact with company systems and resources. This policy includes guidelines on accessing internal systems, managing user accounts, and protecting sensitive information. Employees are trained to follow this policy, which helps reduce risks associated with improper or unauthorized system use.

Mobile Device Policy

We have a Mobile Device Policy in place to regulate the use of mobile devices, especially those used to access company systems. This policy requires that all devices used to access corporate resources (such as emails or databases) must be secured using strong passwords, encryption, and up-to-date software. Additionally, remote wipe capabilities are enforced to protect data in case of loss or theft.

Data Handling Procedures

Our data handling procedures are designed to ensure that sensitive customer data is protected at all times. These procedures cover the secure collection, storage, transmission, and disposal of data. All data is encrypted both in transit and at rest, and employees who handle sensitive information are trained on proper data handling techniques, including avoiding storing sensitive data on personal devices or unsecured locations.

Access Control and Role-Based Permissions

Access to sensitive data and systems is restricted based on the principle of least privilege. Employees are only granted access to the data and resources they need to perform their job functions, and permissions are regularly reviewed to ensure compliance with security policies.

Regular Policy Reviews and Updates

Our security policies are regularly reviewed and updated to ensure they align with industry standards and respond to emerging threats. This proactive approach allows us to continuously improve our security practices and remain compliant with relevant regulations.

By adhering to these internal security policies, we maintain a secure working environment that protects both customer data and company assets. These policies, combined with ongoing training and monitoring, ensure that our team is aligned with industry best practices.

ZIPTILITY

Software and Services Proposal

Prepared By

Ziptility, Inc.
642 N. Madison St.
Bloomington, IN 47404

Exhibit A – Order Form

To the Master Software and Services Agreement

This Order Form ("Order Form") is entered into as of the Effective Date below, by and between Ziptility, Inc. ("Company") and the customer identified below ("Customer") pursuant to the terms of the Master Software and Services Agreement (the "Agreement"). This Order Form incorporates by reference the Agreement and the following exhibits: Exhibit A (this Order Form), Exhibit B (Service Level Terms), Exhibit C (Managed Services Statement of Work, if applicable), and Exhibit D (Implementation Services, if applicable). Together, these documents constitute the complete agreement between the parties.

Customer Information

Legal Name	Town of Huachuca City
Address	500 N. Gonzales Blvd., Huachuca City, AZ 85616
Contact Name	Suzanne D. Harvey
Email Address	sdharvey@huachucacityaz.gov

Subscription Details

Product	Description	Term	Price
Ziptility Core (Enterprise)	System of record for utility asset and operations data	12 Months	$3,072

Implementation Services

Service	Description	Term	Price
Custom Configuration and Training	Custom Enterprise configuration and training services (up to 6 hours)	N/A	$495

Billing and Terms

Billing Frequency	Payment Terms	Initial Service Term	Renewal
Annual	Net 30	8/1/2025 – 7/31/2026	Auto-renews annually unless canceled with 30 days' notice

Signatures

By signing below, the parties agree to the terms of this Order Form, the Master Software and Services Agreement, and all attached Exhibits, which collectively form the full agreement between the parties.

Customer	Ziptility, Inc.
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

Master Software and Services Agreement

This Master Software and Services Agreement ("Agreement") is entered into on (the "Effective Date") as noted in the Order Form, between Ziptility, Inc. with a place of business at 642 N. Madison St., Bloomington, IN 47404 ("Company"), and (“Customer”) as noted on the Order Form, with a place of business as noted on the Order Form.

1. Applicability

1.1. These General Terms and Conditions (“Terms”) are the only terms that govern the provision of services by Company to Customer.

1.2. For so long as this Agreement is in effect, there shall be no force or effect to any terms and conditions of Customer, different terms of any related purchase order issued by Customer, or similar form or agreement issued by Customer, even if signed by the parties after the date hereof.

1.3. This Agreement includes and incorporates the Order Form (Exhibit A), the Managed Services Statement of Work (Exhibit B), the Service Level Terms (Exhibit C), and any other attachments or exhibits agreed to by the parties. These Exhibits collectively form an integral part of this Agreement and govern the Company’s provision of Software, Implementation Services, and Managed Services.

2. Services

2.1. Company shall provide the products and services to Customer as described and selected in the Order Form (collectively, the “Services”).

3. Definitions

The following terms used throughout this Agreement, in addition to any other capitalized and called-out terms, shall have the following meaning:

3.1. Commercially Reasonable: Corresponding to commonly accepted commercial practices.

3.2. Downtime: A period of time in which the Software fails to provide or perform its primary function(s).

3.3. Implementation Services: Services provided by Company related to the manipulation and migration of relevant spatial and tabular data from Customer’s legacy systems into Ziptility Software.

3.4. User Training: Educational workshops provided by Company to new Customers.

3.5. Technical Support: Advice services provided by Company to Customers who experience problems using Ziptility Software as expected.

3.6. Managed Services: Ongoing or time-bound services delivered by Company personnel or systems on behalf of Customer, including but not limited to risk assessments, strategic planning support, reporting assistance, or asset data collection. These services are distinct from Implementation Services and Technical Support and may be defined further in an applicable Statement of Work or Order Form.

3.7. Material Breach: A default in the performance of any term or condition of this agreement, if such default shall not have been remedied within thirty (30) days after notice of the determination of the existence thereof by either party.

4. Software and Services Support

4.1. Subject to the terms of this Agreement, Company will use Commercially Reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

4.2. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate and may deny sharing or licenses at its discretion.

4.3. Subject to the terms hereof, Company will provide Customer with reasonable Technical Support in accordance with the terms set forth in Exhibit B.

5. Customer Obligations, Restrictions, and Responsibilities

5.1. Customer will cooperate with the Company in all matters relating to the Services and provide access and information to the Company upon the Company’s reasonable request or as otherwise needed for the purposes of the Company performing the Services;

5.2. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the

benefit of a third party; or remove any proprietary notices or labels. Anything to the contrary notwithstanding, Customer shall be permitted to share information, including providing printed copies of reports, maps, and data, from the Software. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term (as defined in Paragraph 8.1 below) only in connection with the Services.

5.3. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software is a "commercial item" and according to DFAR section 252.2277014(a)(1) and (5) is deemed to be "commercial computer software." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

5.4. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Company shall, during any such monitoring, ensure the confidentiality and security of all Customer data and records it reviews.

5.5. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files in the custody and control of Customer.

5.6. If Customer fails to comply with or otherwise perform its obligations under this Agreement, or if the Company is prevented or delayed in its performance by any act or omission of Customer or its agents, subcontractors, consultants, or employees, the Company shall not be

deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such failure, prevention, or delay.

6. Confidentiality; Proprietary Rights

6.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose confidential, business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes customer information and all non-public data provided by Customer to Company to enable the provision of the Services (together with Proprietary Information, "Customer Data").

6.2. By entering into this Agreement, Customer confirms that Customer has full authority and release to provide Company with Customer Data or otherwise use Customer Data in connection with the Services. Company shall be responsible for maintaining the confidentiality and security of all such Customer Data.

6.3. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any Proprietary Information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

6.4. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

6.5. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze Customer Data, data and other information relating to

the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) to disclose such data solely in aggregate or other de-identified form to affiliates of Company, including any future subsidiary, sister, parent, or holding companies, share and disclose Customer Data, data and other information collected by the Company in the course of providing the Services , and (iii) to third-parties not affiliated with Company, disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

7. Payment of Fees

7.1. Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement or any changes agreed upon thereto by the parties), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department identified in Exhibit B.

7.2. Full payment for invoices issued by Company must be paid according to the Invoice Terms set form on the Order Form. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

7.3. Customer shall be responsible for all taxes associated with Services other than U.S. Taxes based on Company’s net income.

8. Term and Termination

8.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term (the “Term”) as specified in the Order Form, and shall be automatically renewed for additional periods of One Year, unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

8.2. In addition to any other remedies it may have, either party may also terminate this Agreement if the other party materially breaches any of the terms or conditions of this Agreement, or without cause if within sixty (60) days of the Effective Date. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter Company shall delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9. Warranty and Disclaimer

9.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. Indemnity

10.1. Company shall indemnify and hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States

patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

10.2. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement.

10.3. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

10.4. Customer shall indemnify and hold Company harmless from liability to third parties resulting from Customer's use, misuse, or dissemination of Customer Data, information, or other products or materials generated by, though, or in conjunction with the Services. Anything in this Agreement to the contrary notwithstanding, Customer's obligation to hold Company harmless shall be limited to substance by statutes designed to protect and limit the exposure and liability of Customer as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Customer is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat claims by reason of contributory negligence or fault of the claimant), so that Customer's liability to hold harmless and indemnify shall not exceed what might have been Customer's liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by Customer. This clause shall survive the termination of this Agreement.

11. Limitation of Liability

11.1. ABSENT MISCONDUCT OR NEGLIGENCE, NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, , STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Notices

12.1. All Notices required by the terms of this Agreement, shall be in writing and shall be deemed as received (1) on the date sent if served via United States Mail or electronic mail; or (2) on the date received if sent via Overnight Delivery Service or certified mail, return receipt requested. All Notices shall be sent to the following addresses:

Notices to Company	**Notices to Customer**
Ziptilty, Inc. 642 N. Madison St., Bloomington, IN 47404 tyler@ziptility.com	Mailing Address and Email Address as noted in the Order Form

When a term of this Agreement requires that notice be provided “in writing,” then notice via email shall be considered notice “in writing.”

13. Miscellaneous

13.1. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.2. Assignability. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent, which consent may not be unreasonably withheld or conditioned. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

13.3. Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

13.4. Amendments. All waivers and modifications of this Agreement must be in a writing signed by both parties, except as otherwise provided herein.

13.5. Agency Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

13.6. Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

13.7. Governing Law. This Agreement shall be governed by the laws of the State of Indiana without regard to its conflict of law's provisions.

13.8. Press Release and Reference. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

13.9. Counterparts. This Agreement may be executed in counterparts and each counterpart, when so executed, shall be deemed to be an original and all of which together constitute one in the same.

13.10. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Exhibit B: Service Level Terms

Availability

The Services shall be available 99.9% of the time, measured monthly, excluding U.S. federal holidays, weekends, and scheduled maintenance periods. If Customer requests maintenance during a holiday, weekend, or scheduled maintenance period, any uptime or downtime calculation will exclude periods affected by such maintenance.

Downtime resulting from outages of third-party connections, utilities, or other causes beyond Company's reasonable control will also be excluded from this calculation.

Downtime Credits

Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be as follows:

For each period of downtime lasting longer than one hour, Company will credit Customer 5% of the Service fees for each additional one-hour period of consecutive downtime, up to a maximum of one credit per day.

- Downtime begins to accrue when Customer notifies Company of the issue in writing.
- To receive credit, Customer must notify Company within 24 hours of the downtime.
- Credits may not be redeemed for cash and will only be applied toward future invoices in the same contract year.
- Downtime resulting from Company's blocking of data communications or Services in accordance with its published policies shall not be considered a breach of availability.

Support Services

Standard Support Hours

Company will provide standard support services Monday through Friday from 9:00 AM to 5:00 PM Eastern Time, excluding U.S. federal holidays.

Support Channels

Support requests may be submitted through the following channels:

- Email: support@ziptility.com
- In-app support
- [Optional: Phone – insert number]

Support Response Times

Company will use commercially reasonable efforts to respond to support requests based on the severity of the issue:

Severity	Description	Target Response Time
P1 – Critical	System unavailable or major function inoperable	< 4 business hours
P2 – High	Significant impact with no workaround	< 1 business day
P3 – Medium	Minor functionality issue or workaround available	< 2 business days
P4 – Low	General questions or cosmetic issues	< 3 business days

Support Inclusions

The following are included under standard support:

- Access and login assistance
- Guidance on product features and functionality
- Bug and defect reporting
- Troubleshooting of data import or sync issues (within scope of Implementation Services)

Support Exclusions

The following are not included under standard support unless separately contracted:

- Field data collection or data entry
- Custom development or integrations
- Professional services or regulatory consulting
- Support for third-party systems or software

Exhibit D: Implementation Services

This Exhibit outlines the Implementation Services to be provided by Ziptility, Inc. ("Company") under the Agreement and relevant Order Form. These services are performed by Company personnel and are distinct from Field Data Services or services delivered by third-party partners.

Service Overview

Implementation Services are provided to configure the Ziptility Software and migrate Customer's existing spatial and tabular data into the system. This may include:

- Legacy data ingestion
- File conversion (e.g., shapefiles, spreadsheets)
- Data normalization and QA
- Schema setup and configuration
- System hierarchy design
- Limited customer-guided asset setup
- Initial user roles and permissions

Deliverables

	Deliverable	**Description**	**Format**
	GIS Layer Import	Import legacy Shapefiles or KMZs	Web map layer
	Spreadsheet Import	Import tabular data (valves, hydrants, etc.)	Record-level entry
	Data QA	Validate data format and integrity	QA report
✓	System Schema Setup	Create logical asset hierarchy	In-app
✓	Roles & Permissions	Set up roles per customer input	In-app
✓	Custom Config	[Optional] Forms, fields, or workflows	In-app

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Huachuca City town, AZ
Reference Number: CL-1761555

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Arizona is participating in the Secondary Manufacturers Settlements.

Arizona is eligible and participating in the settlements with all eight manufacturers, therefore, the subdivisions in Arizona are eligible to participate in all eight manufacturers' settlements.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if Arizona is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the

amount of money for programs to remediate the opioid crisis in Arizona. Please note, the distribution of settlement funds will be determined by the One Arizona Distribution of Opioid Settlement Funds Agreement.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/additional-settlements/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Jane Fallon, Assistant Attorney General, Arizona Attorney General's Office, Jane.Fallon@azag.gov or 602-542-7972.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Huachuca City town	State: AZ
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Town of Huachuca City

PROCLAMATION NO. 2025-14

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF SEPTEMBER, 2025, AS "CHILDHOOD CANCER AWARENESS MONTH."

WHEREAS, childhood cancer is the leading cause of death by disease in children; and

WHEREAS, 1 in 285 children in the United States will be diagnosed by their 20th birthday; and

WHEREAS, 46 children per day or 16,790 children per year are diagnosed with cancer in the U.S.; and

WHEREAS, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years; and

WHEREAS, hundreds of non-profit organizations at the local and national level including, Phoenix Children's Foundation and the American Childhood Cancer Organization, are helping children with cancer and their families cope through educational, emotional and financial support; and

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

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, hereby proclaim September, 2025, as Childhood Cancer Awareness Month in the Town of Huachuca City. I encourage all the Town's residents and organizations to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country. Any families seeking support should call 1–800–4–CANCER or visit www.cancer.gov.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 28th day of August, 2025.

_____
Johann R. Wallace, Mayor

ATTEST:

_____
Brandye Thorpe, Town Clerk

Thomas Benavidez
_____
Thomas Benavidez, Town Attorney

Huachuca City
ARIZONA

Mayor Johann R. Wallace | Huachuca City, AZ 85616 |
jwallace@huachucacityaz.gov | 520-595-8237

August 20, 2025

The Honorable Troy E. Meink
Secretary of the Air Force
Department of the Air Force
1670 Air Force Pentagon
Washington, DC 20330

Dear Secretary Meink:

I write to strongly encourage the Department of the Air Force to select the U.S. Army's Fort Huachuca as the optimal location for establishing a new U.S. Space Force mission system and squadron to provide the Combatant Command early threat detection and identification of space objects. This mission is vital to strengthening national Space Domain Awareness (SDA) and ensuring operational superiority in a contested and congested space environment that will only grow more competitive.

Fort Huachuca is a unique location with a one-of-a-kind environment. This environment would be supportive of the Space Force's mission to watch the night sky beyond what the naked eye can see. Low light pollution, clear skies and moderate temperatures nearly all year round make Ft. Huachuca the ideal location. This is supported by a location with established infrastructure and local community support.

Given the longevity of Fort Huachuca, the installation already offers full support to and infrastructure for personnel and families, reducing startup costs and enhancing term readiness, retention, and overall well-being.

This region, and the state, is also home to the University of Arizona who is a leader in space sciences, ranked #2 in the US and #4 globally. Major aerospace firms like Raytheon, Northrop Grumman, and Honeywell are also in the area which can provide robust industrial capacity to support SDA innovation.

In short, Fort Huachuca provides a strategically sound, operationally ready, and cost-effective location for this critical Space Force capability. Unlike other locations, the Fort already has the supporting infrastructure, quality of life and poised for joint operations. I respectfully urge your full consideration as the Department moves forward with its basing process.

It is imperative that we maintain our superiority on land, at sea, in the air and now in space. I firmly believe that Fort Huachuca can help make that happen.

Sincerely,

Johann R. Wallace
Mayor