

RESOLUTION NO. 123 -22  
OF THE GOVERNING BODY OF THE  
YAVAPAI-APACHE NATION

**A Resolution Authorizing the Nation to Purchase a Truck for the  
Wildland Fire Department**

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to “appropriate and regulate the use of tribal funds” as provided under Article V (k) of the Constitution; and
- WHEREAS:** The Nation’s Wildland Fire Department (“Department”) is responsible for wildland fire management activities on the Nation’s lands which is an essential part of the Nation’s governmental operations; and
- WHEREAS:** The Wildland Fire Manager has identified the need to acquire a truck for use in wildland fire management activities; and
- WHEREAS:** Following the solicitation of quotes, the Wildland Fire Manager recommends the Nation purchase a 2022 Chevrolet Silverado 2500HD truck from Larry Green Chevrolet in accordance with the terms and conditions of the Order attached to this Resolution as Exhibit A and incorporated herein by reference for the purchase price of \$68,671.50; and
- WHEREAS:** Funding to purchase the truck is available from the ARPA Aid to Tribal Government funds received by the Nation; and
- WHEREAS:** The Council has determined that it is in the best interest of the Nation to purchase the truck from Larry Green Chevrolet in accordance with the terms and conditions of the Order attached hereto as Exhibit A.

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Nation to purchase the 2022 Chevrolet Silverado 2500HD truck from Larry Green Chevrolet in accordance with the terms and conditions of the Order attached to this Resolution as Exhibit A for the purchase price of \$68,671.50.

**BE IT FURTHER RESOLVED** that the ARPA Aid to Tribal Government funds shall be used to pay the purchase price as provided in the amended BIA ARPA Aid to Tribal Government Funds Budget.

**BE IT FINALLY RESOLVED** that the Chairman, and Vice-Chairwoman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

**CERTIFICATION**

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on July 21 2022, by a vote of 7 7 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

Jon Huey  
Jon Huey, Chairman

**ATTEST:**

Karla Reimer  
Karla Reimer, Council Secretary

Approved as to Form:

Risa Estomson  
Office of the Attorney General

# EXHIBIT A

Order from Larry Green Chevrolet  
2022 Chevrolet Silverado 2500HD Truck

**LARRY GREEN**  
Chevrolet

"The People Place"

2050 Rodeo Dr.  
P.O. Box 1839  
Cottonwood, AZ 86326  
Cottonwood: (928) 634-2227  
Phoenix: (602) 252-6788  
FAX: (928) 634-3144  
1-800-266-4436

Stock # 222089 Miles 29  
Serial # 26C4YMEY8N1221079  
License# Tab #

Purchaser YAVAPAI APACHE NATION Date 07/19/22  
Address 2400 W DATSI City CAMP VERDE Zip 86322 Phone Res. (928)567-1006

<input type="checkbox"/> NEW	MAKE	DESCRIPTION	MODEL NO.	COLOR	YEAR	
<input type="checkbox"/> DEMO	CHEVROLET	SILVERADO 2500HD		SUMMIT	W2022	\$ 64,839.00
<input type="checkbox"/> USED						

TRADE IN			
MAKE	MODEL	YEAR	N/A
USED CAR ALLOWANCE			N/A
LESS PAYOFF			N/A
<small>IF THE UNPAID BALANCE EXCEEDS THE AMOUNT SHOWN IN PAYOFF, PURCHASER SHALL PAY SUCH DIFFERENCE UPON DEMAND</small>			
NET USED CAR EQUITY			N/A
PAYOFF TO			
ADDRESS			N/A
DEPOSIT			N/A
CASH ON DELIVERY			N/A
<b>TOTAL CREDIT</b>		<b>500.00</b>	

I UNDERSTAND THAT THE MANUFACTURERS REBATE(S) ARE SHOWN AS A COST REDUCTION IN THE AMOUNT OF \$ 500.00

NON GENERAL MOTORS SERVICE CONTRACT  
You are purchasing a service contract from a company other than General Motors Corporation. If you need repairs that are not covered by your General Motors warranties, you should contact the company that provided this service company that pr

REC # \_\_\_\_\_  
REC # \_\_\_\_\_  
SERVICE AGREEMENT: 25% DISCOUNT ON PARTS AND LABOR FOR \_\_\_\_\_ DAYS  
ALL WORK TO BE DONE AT LARRY GREEN CHEV. - OLDS. - GEO. INC.  
MGR. APPROVAL \_\_\_\_\_  
BUYERS SIGNATURE \_\_\_\_\_

TOTAL	\$ 64,839.00
LOCAL TAXES	\$ N/A
LICENSE FEES & TITLE TRANSFER	\$ 74.00
DEALER DOCUMENTARY FEE	\$ 399.50
TOTAL OF ABOVE ITEMS	\$ 65,312.50
TOTAL CREDIT	\$ 500.00
BALANCE	\$ 64,812.50
INSURANCE	\$ 3,859.00
TOTAL DUE/AMT FINANCED	68,671.50

84mths/85000

Salesman \_\_\_\_\_  
Accepted By \_\_\_\_\_  
Officer or Sales Mgr.  
FIN. & INS. OK \_\_\_\_\_  
Source of Print in Full

Purchaser intends to use the vehicle primarily for  personal, family, or household purposes ("personal use")  business, agricultural or other non-personal uses ("commercial use").

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. This Order is not binding until accepted by the Seller and, if a time sale, (1) appropriate financing disclosures are made and (2) a retail installment sale contract and purchase money security agreement ("Contract") is executed. Until a time sale Order becomes binding, Purchase may cancel it and recover any deposit made. The Contract and this Order shall be subject to cancellation by Seller unless and until approval of the Contract is given by a bank or finance company willing to purchase the Contract from Seller.

**LIMITATIONS/EXCLUSIONS OF PRODUCT WARRANTIES**  
(a) For "new" vehicles: (1) If the vehicle is purchased for personal use, Seller makes no implied warranty or merchantability or of fitness for any particular purpose unless the Seller also gives Purchaser a written warranty, on its own behalf, with respect to the vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with Purchaser which applies to the vehicle. In that event, any implied warranties arising from the sale of the vehicle shall be limited to the duration of Seller's written warranty or service contract; (2) If the vehicle is purchased for commercial use, Seller makes no implied warranty or merchantability or of fitness for any particular purpose. The vehicle is sold to the Purchaser AS IS, except for any express warranties made by the Seller, on its own behalf, or by the manufacturer of the vehicle or of any component parts. (3) In all cases, Seller shall not be liable for any consequential damages arising from any breach of warranty, express or implied.

(b) For "used" vehicles:  
(1) Used Car Implied Warranty of Merchantability:  
THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO \$25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

(2) Waiver of used Car Implied Warranty of Merchantability:  
ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

**ATENCIÓN COMPRADOR: FIRME AQUÍ SOLAMENTE SI EL VENDEDOR TE HA DICHO QUE EL VEHÍCULO TIENE EL SIGUIENTE PROBLEMA (S) Y QUE USTED ESTÁ DE ACIERTO DE COMPRA EL VEHÍCULO BAJA ESTOS TERMINOS:**

1. \_\_\_\_\_ Buyer/Comprador \_\_\_\_\_  
2. \_\_\_\_\_ Buyer/Comprador \_\_\_\_\_