

AGENDA

AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, JANUARY 21, 2020 AT 7:00 PM AT THE CITY HALL BUILDING, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____

ROLL CALL

COUNCIL

**Councilmember Louis Pawlik, Ward III, Mayor Pro Tempore
Councilmember Joni Giacomino, Ward II
Councilmember Bill Higgins, Ward I
Mayor David M. Smith
Councilmember Leslie Johns, Ward I
Councilmember Joan Hansen, Ward II
Councilmember Anna Cline, Ward III**

STAFF

**Theresa Coleman, City Manager
Ashlee Coronado, City Clerk
Keri Bagley, Finance Director
Joelle Landers, Personnel Director
Jesus Haro, Public Works Director
Albert Echave, Police Chief
George Castillo, Fire Chief**

CITY ATTORNEY

James Ledbetter

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

CALL TO THE PUBLIC

"During the proper time on the agenda, taxpayers or residents of the city, or their authorized representatives, may address the council on any matter concerning the City's business or any matter over which the council has control (oral presentations shall not be repetitious and shall be confined to 3 minutes' maximum duration.)" Ordinance O-91-29.

THE FOLLOWING ITEMS WILL BE DISCUSSED, CONSIDERED AND/OR DECIDED UPON AT THIS MEETING:

GENERAL BUSINESS:

- 1. ACCOUNTS PAYABLE: Subject to availability of funds**

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on December 17, 2019 at 7:00pm.
Ashlee Coronado, City Clerk
- B. Approval of the Minutes of the Regular Session of Mayor and Council held on January 7, 2020 at 7:00pm.
Ashlee Coronado, City Clerk
- C. Approval of the Appointment of Susan Mathews from the Library Advisory Board.
Ashlee Coronado, City Clerk
- D. Approval of the Appointment of Yvette Ponte to the Design Review Board.
Ashlee Coronado, City Clerk
- E. Approval of the Appointment of Brian Hope to the Appeals Board for the Property Maintenance Code.
Ashlee Coronado, City Clerk
- F. Approval of the Appointment of Mackinley Greene to the Youth Council.
Ashlee Coronado, City Clerk
- G. Approval of the Appointment of Reece Echave to the Youth Council.
Ashlee Coronado, City Clerk
- H. Approval of the Appointment of Ashley Echave to the Youth Council.
Ashlee Coronado, City Clerk
- I. Approval of the Appointment of Sandy Heusman to the Planning and Zoning Commission.
Ashlee Coronado, City Clerk
- J. Approval of the Reappointment of Peter Gaffer to the Design Review Board.
Ashlee Coronado, City Clerk
- K. Approval of the Reappointment of Peter Gaffer to the Community Sustainability Commission.
Ashlee Coronado, City Clerk
- L. Approval of the Reappointment of Peter Von Gundlach to the Board of Adjustment.
Ashlee Coronado, City Clerk
- M. Approval of the Reappointment of Frank Cabello to the Streets and Infrastructure Committee.
Ashlee Coronado, City Clerk
- N. Approval of the Reappointment of Charlene “Snoodly” Borowiec to the Evergreen Cemetery Committee.
Ashlee Coronado, City Clerk
- O. Approval of the Park, Facility and Right of Way Use Permit for the Use of City Park and Brewery Gulch for the Blues in Bisbee Music Festival to be held on Saturday, September 19, 2020 from 7:00am to 10:00pm. This includes setup and breakdown.
Ashlee Coronado, City Clerk

- P. Approval of a Special Event Liquor License Application submitted by the Friends of the Warren Ballpark for an event to be held at Warren Ballpark located at 300 Ruppe Avenue, Bisbee on Saturday, April 4, 2020 from 8:00am to 8:00pm and on Sunday, April 5, 2020 from 9:00am to 8:00pm, Catherine Wright, Applicant.
Ashlee Coronado, City Clerk

OLD BUSINESS

NEW BUSINESS

3. Discussion and Possible Approval of Enterprise Fleet Management Agreements for Equity and Walkaway Leases for a portion of the City's vehicles.
Albert Echave, Police Chief
4. Discussion and Possible Approval of a Contract for Services with Ambulance Medical Billing (AMB) for Ambulance Billing Services.
Keri Bagley, Finance Director
5. Discussion and Possible Approval of the recommendation from the Bisbee Arts Commission to fund a grant application for Abigail Stage in the amount of \$300.00 from the Bisbee Arts Commission Fund.
Bill Higgins, Bisbee Arts Commission Liaison
6. Discussion and Possible Approval to establish and Animal Ordinance Ad Hoc Committee.
David M. Smith, Mayor
7. Discussion and Possible Approval to waive the requirement to connect the property located at 106 Mohave Dr. to the City of Bisbee public sanitary sewer system.
Jesus Haro, Public Works Director
8. Discussion and Possible Approval to publish a request for proposal to demolish and dispose of the remaining old City Hall building.
Jesus Haro, Public Works Director
9. Discussion and Possible Approval to publish a request for proposal to provide an oil distribution truck.
Jesus Haro, Public Works Director
10. Discussion and Possible Direction on repair and operation of street lighting for SR 80 from Old Bisbee to Lowell around the Freeport McMoRan open pit.
Jesus Haro, Public Works Director
11. Possible Approval of a Motion to go into Executive Session for the purpose of Discussion and Consultation with the City Attorney to provide legal guidance with respect to the Nuisance Ordinance.

Per ARS § 38-431.03(a)(3), the City Council may vote to go into executive session for discussion or consultation for legal advice with the attorney or attorneys of the public body
James Ledbetter, City Attorney
12. City Manager's Report:
 - Other Current events (No Discussion)

COUNCIL COMMENTS OR FUTURE AGENDA ITEM SUGGESTIONS: (Council members may suggest topics for future meeting agendas, but Council will not here discuss, deliberate or take any action on these topics.):

- Mayor Smith would like to comment on Communication and Transparency.

ADJOURNMENT:

Individuals with hearing disabilities can contact the City Clerk's Office (520) 432-6012 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Ashlee Coronado at (520) 432-6012 at least twenty-four hours before the meeting.

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 915 S. Tovrenville Road, Bisbee.

Pursuant to A.R.S. § 38-431.03(A)(3), the Council may vote to enter executive session at any point during this meeting for discussion or consultation for legal advice with its attorney(s), who may appear telephonically.

#1

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-1020100 GASOLINE INVENTORY							
3551	SENERGY PETROLEUM	600299	STREETS FUEL/UNLEADED	01/06/2020	3,830.93	.00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLEUM	600299	STREETS FUEL/DIESEL	01/06/2020	1,812.66	.00	
10-2020802 DEFERRED COMPENSATION PAYABLE							
1623	NATIONWIDE RETIREMENT SO	19-1228	Nationwide - Deferred Comp	12/28/2019	7,000.59	7,000.59	01/07/2020
1623	NATIONWIDE RETIREMENT SO	20-0111	Nationwide - Deferred Comp	01/11/2020	3,495.56	.00	
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	19-1228	UNION DUE-POLICE	12/28/2019	210.00	210.00	01/07/2020
3677	AZ COPS	20-0111	UNION DUE-POLICE	01/14/2020	210.00	.00	
1147	BISBEE FIREFIGHTERS LOCAL	19-1228	UNION DUES-FIRE	12/28/2019	405.00	405.00	01/07/2020
1147	BISBEE FIREFIGHTERS LOCAL	20-0111	UNION DUES-FIRE	01/11/2020	405.00	.00	
10-2021002 ADDITIONAL LIFE INSUR PAYABLE							
7033	DEFOOR, TIMOTHY	19-1226	REIMBURSE-OVERPAYMENT O	12/26/2019	254.30	254.30	01/07/2020
10-2021006 PREPAID LEGAL SVCS PAYABLE							
2092	ECHAVE, ALBERT	20-0102	REIMBURSE/OVERPAYMENT O	01/02/2020	104.29	104.29	01/07/2020
5909	LEGAL SHIELD	19-1228	LEGAL-JAN-20	12/28/2019	160.45	160.45	01/07/2020
10-2021007 VISION CARE INSUR PAYABLE							
2344	VISION SERVICE PLAN	12137640-01-2	VISION CARE-JAN 20	12/28/2019	1,053.32	1,053.32	01/07/2020
10-2021500 ST COMPENSATION FUND PAYABLE							
5327	AZ MUNICIPAL RISK RETENTIO	20-0108	WORKERS COMP 4TH QTR 202	01/08/2020	37,291.12	37,291.12	01/13/2020
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
6902	GURSTEL LAW FIRM, P.C.	19-1228	GARNISHMENT- CV2017-0023	12/28/2019	294.75	294.75	01/07/2020
6902	GURSTEL LAW FIRM, P.C.	20-0111	GARNISHMENT- CV2017-0023	01/11/2020	277.90	.00	
3271	SUPPORT PAYMENT CLEARING	19-1228	SUPPORT CLEARING	12/28/2019	1,889.93	1,889.93	01/07/2020
3271	SUPPORT PAYMENT CLEARING	20-0111	SUPPORT CLEARING	01/11/2020	1,889.93	.00	
10-32-10400 BUILDING/SIGN PERMITS							
7035	JAMES TERRY	DRB19-77	DRB APP OVERPAYMENT	12/23/2019	100.00	.00	
10-34-40066 AMBULANCE FEES							
7037	WAYNE HERTZBERG	20-0113	AMBULANCE OVERPAYMENT	01/13/2020	25.00	.00	
Total:					60,710.73	48,663.75	
MAYOR & COUNCIL							
10-50-41500 OFFICE SUPPLIES							
2412	COPPER QUEEN PUBLISHING	21434	BUSINESS CARDS	12/20/2019	19.91	.00	
10-50-46000 OPERATIONAL EXPENSES							
6340	OFFICE DEPOT	418008561001	POST-IT NOTES, MARKERS	12/17/2019	25.46	.00	
6340	OFFICE DEPOT	418009005001	NAME TAGS	10/17/2019	4.33	.00	
Total MAYOR & COUNCIL:					49.70	.00	
FINANCE DEPARTMENT							
10-52-34000 CONTRACT SERVICES							
6954	ARIZONA WATER COMPANY	20-0102	WATER REPORTS-DECEMBER	01/02/2020	125.00	.00	
10-52-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	423049575001	ENVELOPES, POST-IT NOTES,	01/02/2020	60.03	.00	
6340	OFFICE DEPOT	423049785001	ACCORDIAN FILES	01/02/2020	6.95	.00	
10-52-42030 BOOKS & REFERENCE MATERIALS							
4913	COCHISE COUNTY ASSESSOR	19-1226	2020 BISBEE PARCELS - QTRLY	12/26/2019	750.00	.00	
10-52-43500 POSTAGE & METER TAPES							
1829	POSTMASTER - BISBEE MAIN O	20-0106	MAIL S&G	01/06/2020	793.78	793.78	01/07/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FINANCE DEPARTMENT:					1,735.76	793.78	
CITY CLERK							
10-53-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	420839268001	PRIVACY REDACTING KIT	12/27/2019	20.60	.00	
6340	OFFICE DEPOT	423277676001	MARKER EXPO, LOWODR	01/03/2020	9.92	00	
10-53-42040 ADVERTISING							
1153	BISBEE OBSERVER	2319	PUBLIC NOTICE/ORDINANCE O	12/31/2019	63.00	.00	
Total CITY CLERK:					93.52	.00	
COMMUNITY DEVELOPMENT							
10-54-22000 WATER - SHELTER							
1106	AZ WATER COMPANY	031117020951-1	Tovreaville Pound/Police - #03117	01/06/2020	88.51	88.51	01/07/2020
10-54-34000 CONTRACT SERVICES							
6199	COCHISE COUNTY COMMUNIT	20-0106	DRB GUIDELINES	01/06/2020	1,162.50	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
3163	AZ STATE PRISON CMLPX-DOU	D08174420191	DOC LABOR CREW/AS	12/20/2019	28.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08174420191	MILEAGE/ANIMAL SHELTER	12/27/2019	36.26	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08180320191	DOC LABOR CREW/AS	01/02/2020	24.00	00	
Total COMMUNITY DEVELOPMENT:					1,339.27	88.51	
ADMINISTRATION & GENERAL GOV'T							
10-55-22000 WATER							
1106	AZ WATER COMPANY	031117020302-1	Juvenile Detent Home-City Hall 0	01/06/2020	50.21	50.21	01/07/2020
10-55-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472017090402	915 Tovreaville Rd.- City Hall	01/06/2020	308.50	308.50	01/07/2020
10-55-24000 TELEPHONE & FAX							
1791	CENTURY LINK QCC	1483076174	Long Distant / #72745186	12/23/2019	52.85	52.85	01/07/2020
10-55-24110 RENT/LEASE							
1629	FREEMPORT- McMORAN	C-502-2020	GROUND LEASE-QMINE TOUR/	01/01/2020	10.00	.00	
1629	FREEMPORT- McMORAN	C-508-2020	GROUND LEASE-RELAY STATIO	01/01/2020	10.00	.00	
1629	FREEMPORT- McMORAN	C-524-2020	GROUND LEASE-LOWELL PRK	01/01/2020	120.00	.00	
10-55-34000 CONTRACT SERVICES							
5710	XEROX CORPORATION	99123178	BASE CHARGE & USAGE/CH	01/01/2020	415.08	.00	
10-55-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	420839269001	TAG, KEY	12/12/2019	12.44	.00	
6340	OFFICE DEPOT	420938868001	LABELS, BINDER	12/27/2019	19.11	.00	
6340	OFFICE DEPOT	423277676001	TAPE BLACK ON WHITE	01/03/2020	16.60	.00	
Total ADMINISTRATION & GENERAL GOV'T:					1,014.79	411.56	
LEGAL SERVICES							
10-57-31100 PROFESSIONAL FEES - LEGAL							
6964	THE LEDBETTER LAW FIRM, PL	20-0115	LEGAL SERVICES	01/06/2020	10,000.00	10,000.00	01/07/2020
Total LEGAL SERVICES:					10,000.00	10,000.00	
WATER SYSTEMS							
10-58-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	7117441000-12	Tombstone Cyn Pump #71174410	01/13/2020	123.06	123.06	01/13/2020
Total WATER SYSTEMS:					123.06	123.06	
INFORMATION SYSTEMS							

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-59-24001 T1 LINE FOR INTERNET ACCESS							
4059	SPARKLIGHT	20-0123/CH	Internet Svc- City Hall /915 S. Tov	01/06/2020	220.81	220.81	01/07/2020
10-59-34000 CONTRACT SERVICES							
6298	CIVICPLUS	191524	ANNUAL CHARGES	11/06/2019	5,209.31	5,209.31	01/14/2020
10-59-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	28816	HDMI CABLE	01/08/2020	12.10	.00	
Total INFORMATION SYSTEMS:					5,442.22	5,430.12	
POLICE DEPARTMENT							
10-62-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK RETENTIO	20-0108	POLICE VLTR	01/08/2020	801.00	801.00	01/13/2020
10-62-12300 UNIFORMS & CLOTHING							
6479	FX TACTICAL	T2-0048987	UNIFORMS/GARDNER	01/02/2020	187.97	.00	
6436	GALLS, LLC	3013379134	UNIFORMS/LONG	12/10/2019	402.63	.00	
10-62-12500 RECRUITMENT/EMPLOYEE TESTING							
7039	COURTNEY MEDICAL GROUP	303123K	DRUG-SCREENING-PRE-EMPL	12/27/2019	140.00	.00	
7039	COURTNEY MEDICAL GROUP	303340K	DRUG-SCREENING-PRE-EMPL	12/27/2019	140.00	.00	
6516	TRANSUNION RISK AND ALTER	10120	PERSON SEARCH DATA	01/01/2020	36.28	.00	
10-62-13100 BUSINESS TRAVEL							
1069	GARDNER, STEVEN	20-0109	REIMBURSEMENT-MEALS/TRAI	01/09/2020	42.63	.00	
10-62-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472015946302	192 W. HWY 92 - Police #472-015	01/06/2020	220.01	220.01	01/07/2020
10-62-34000 CONTRACT SERVICES							
6172	MMPC	51261	PEST CONTROL	12/30/2019	40.00	.00	
5658	RICOH USA INC	103087019	COPIER RENT & MAINT/BPD	12/18/2019	243.48	.00	
10-62-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D08009201912	MILEAGE/BPD	12/27/2019	11.43	.00	
10-62-41500 OFFICE SUPPLIES							
2412	COPPER QUEEN PUBLISHING	21423	DR FOLDERS	12/11/2019	69.61	.00	
2412	COPPER QUEEN PUBLISHING	21435	ENVELOPES	12/23/2019	94.37	.00	
10-62-46624 MOVING, TOWING, STORAGE EXP							
1129	BARNETT'S OXYGEN & TOWIN	16404	TOWING SVC/BPD	12/05/2019	166.24	.00	
1129	BARNETT'S OXYGEN & TOWIN	16405	TOWING SVC/BPD	12/08/2019	95.00	.00	
1129	BARNETT'S OXYGEN & TOWIN	16407	TOWING SVC/BPD	12/14/2019	95.00	.00	
1129	BARNETT'S OXYGEN & TOWIN	16408	TOWING SVC/BPD	12/14/2019	95.00	.00	
1129	BARNETT'S OXYGEN & TOWIN	16410	TOWING SVC/BPD	12/18/2019	95.00	.00	
1129	BARNETT'S OXYGEN & TOWIN	16415	TOWING SVC/BPD	12/30/2019	95.00	.00	
10-62-61000 VEHICLE PARTS & LABOR							
5392	COCHISE COUNTY FLEET MAIN	BISBEEP20-	FLEET CHARGES-SEPT 19/BPD	10/16/2019	2,769.75	.00	
Total POLICE DEPARTMENT:					5,840.40	1,021.01	
FIRE DEPARTMENT							
10-64-12300 UNIFORMS & CLOTHING							
6436	GALLS, LLC	14564987	ATAC DESERT, BOOTS	11/18/2019	267.23	.00	
10-64-12500 RECRUITMENT/EMPLOYMENT TESTING							
6516	TRANSUNION RISK AND ALTER	10120	PERSON SEARCH DATA	01/01/2020	25.20	.00	
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	4361690000-1	645 Tombstone Cyn Sta 2 - #4361	01/13/2020	167.55	167.55	01/13/2020
10-64-22000 WATER							
1106	AZ WATER COMPANY	03102028351-	Bisbee Fire Station 1 - #031-02-0	01/13/2020	30.61	30.61	01/13/2020
1106	AZ WATER COMPANY	03117013803-1	192 HWY 92/Fire - #03117013803	01/06/2020	47.37	47.37	01/07/2020
10-64-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472017056702	192 Highway 92 - Fire #1-472-01	01/06/2020	520.85	520.85	01/07/2020
10-64-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	20-0123/FS1-1	Internet Svc-Fire Station 1	01/06/2020	68.49	68.49	01/07/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-64-34000 CONTRACT SERVICES							
6172	MMPC	51367	PEST CONTROL-STA#1	01/03/2020	30.00	.00	
6172	MMPC	51371	PEST CONTROL-STA#2	01/03/2020	30.00	.00	
10-64-41500 OFFICE SUPPLIES							
1698	SAFEWAY INC.	2035885	NOTE BOOKS	01/06/2020	45.96	.00	
10-64-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	28718	HOOK PEG TOOL HOLDERS	12/26/2019	67.46	.00	
1659	ACE HARDWARE	28720	CREDIT	12/26/2019	3.87-	.00	
1659	ACE HARDWARE	28736	TOOL BOX	12/29/2019	19.77	.00	
10-64-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	28733	BULBS, FABULOSO, CASCADE	12/28/2019	33.48	.00	
1659	ACE HARDWARE	28748	SCOURING STICK, MOPSTICK,	01/02/2020	68.28	.00	
10-64-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	28759	HOOKS, NUMBERS	12/31/2019	36.28	.00	
10-64-46641 MEDICAL SUPPLIES							
1129	BARNETT'S OXYGEN & TOWIN	1923	OXYGEN & TANK RENTAL	12/31/2019	32.99	.00	
1321	BOUND TREE MEDICAL, LLC	83365032	MEDICAL SUPPLIES/BFD	09/30/2019	887.67	.00	
1321	BOUND TREE MEDICAL, LLC	83401718	MEDICAL SUPPLIES/BFD	11/01/2019	1,493.89	.00	
1321	BOUND TREE MEDICAL, LLC	83448283	MEDICAL SUPPLIES/BFD	12/18/2019	1,456.65	.00	
7038	TELEFLEX, LLC	9502074125	MEDICAL SUPPLIES	12/27/2019	1,221.10	.00	
10-64-55200 NON CAP EQUIP PURCHASES							
1659	ACE HARDWARE	28736	MICROWAVE	12/29/2019	63.12	.00	
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE AUTO PARTS	213330	DEX COOL ANTIFRZ	12/21/2019	22.56	.00	
6536	BISBEE AUTO PARTS	213643	ANTIFREEZE, BATTERY ACCES	12/28/2019	51.25	.00	
6536	BISBEE AUTO PARTS	213683	LAMP, SEALED CMMARKR	12/30/2019	15.35	.00	
6536	BISBEE AUTO PARTS	214093	DEF	01/06/2020	22.69	.00	
6363	MERLE'S AUTOMOTIVE SUPPLY	16-315956	SOLENOID	12/12/2019	22.03	.00	
Total FIRE DEPARTMENT:					6,743.96	834.87	
CITY MAGISTRATE							
10-68-34000 CONTRACT SERVICES							
4625	COCHISE COUNTY TREASURE	2019/20-Q2	CONSOLIDATED COURT 4TH Q	01/08/2020	6,190.18	.00	
4607	JANUS POPPE	26	MAGISTRATE CONTRACT SERV	01/15/2020	500.00	500.00	01/13/2020
Total CITY MAGISTRATE:					6,690.18	500.00	
BUILDING & MAINTENANCE							
10-74-34000 CONTRACT SERVICES							
4415	CULLIGAN OF TUCSON	112X41989807	DRINKING WATER/PO	11/30/2019	5.98	.00	
4415	CULLIGAN OF TUCSON	112X42235002	DRINKING WATER/PO	12/31/2019	23.26	.00	
6172	MMPC	51267	PEST CONTROL-CH	12/30/2019	110.00	.00	
10-74-42050 NON CAP ADMIN EQUIP/FURNITURE							
7036	ABC SUPPLY CO-MBA 742	88916704	POLYGLASS POLYBOND SMOO	01/08/2020	5,476.82	.00	
10-74-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HARDWARE	173064	POWER BIT, PPT EXT	01/09/2020	899.62	.00	
10-74-45300 CUSTODIAL SUPPLIES							
4672	WAXIE SANITARY SUPPLY	78779070	JANITORIAL SUPPLIES	12/19/2019	45.65	.00	
4672	WAXIE SANITARY SUPPLY	78779181	JANITORIAL SUPPLIES	12/19/2019	1,060.77	.00	
10-74-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	172933	PVC ELBOW, COUPLING, TEE,	12/31/2019	7.67	.00	
10-74-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	28828	ELBOW, PIPE VENT, NAILS	01/09/2020	85.18	.00	
1659	ACE HARDWARE	28842	FASTENERS	01/13/2020	22.35	.00	
1862	B&D LUMBER & HARDWARE	173008	CONCR SCR, TAPE RULE, LUM	01/07/2020	241.50	.00	
1862	B&D LUMBER & HARDWARE	173010	WIRE CONT RLR FRAME, META	01/07/2020	28.09	.00	
1862	B&D LUMBER & HARDWARE	173020	LUMBER	01/07/2020	45.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1862	B&D LUMBER & HARDWARE	173061	LUMBER, LINE MARKER COVE	01/09/2020	368.96	.00	
Total BUILDING & MAINTENANCE:					8,421.20	.00	
PUBLIC WORKS ADMINISTRATION							
10-75-22000 WATER							
1106	AZ WATER COMPANY	03112030003-1	404 Bisbee Rd - PW 0311203000	01/13/2020	26.65	26.65	01/13/2020
10-75-34000 CONTRACT SERVICES							
5392	COCHISE COUNTY FLEET MAIN	BISBEE 20-06	FLEET CHARGES-NOV 19/PW	01/09/2020	136.04	.00	
5710	XEROX CORPORATION	99123177	BASE CHARGE & USAGE/PW	01/01/2020	88.03	.00	
10-75-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	414997006001	CHAIRMAT, TAPE	12/12/2019	76.28	.00	
6340	OFFICE DEPOT	417836568001	CREDIT	12/26/2019	38.66-	.00	
6340	OFFICE DEPOT	420467256001	TAPE, BALLPEN, PUSHPINS, PA	12/24/2019	145.29	.00	
6340	OFFICE DEPOT	421381810001	PLANNER, DESK PADS	12/31/2019	73.20	.00	
10-75-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	172848	REPL TRIPPER, BATTERIES	12/23/2019	58.86	.00	
Total PUBLIC WORKS ADMINISTRATION:					565.69	26.65	
GARAGE							
10-77-12300 UNIFORMS & CLOTHING							
5768	MTS SAFETY PRODUCT, INC.	6640200	JACKETS	01/07/2020	89.65	.00	
10-77-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472100101800	4 Tovreaville Rd. 50% Garage	01/06/2020	314.64	314.64	01/07/2020
10-77-34000 CONTRACT SERVICES							
1129	BARNETT'S OXYGEN & TOWIN	1924	OXYGEN & TANK RENTAL	12/31/2019	37.70	.00	
4415	CULLIGAN OF TUCSON	112X42221309	DRINKING WATER/GARAGE	12/31/2019	202.73	.00	
6172	MMPC	51270	PEST CONTROL-GAR	12/30/2019	50.00	.00	
6448	UNIFIRST CORPORATION	3101001901	UNIFORMS/GAR	12/18/2019	29.92	.00	
6448	UNIFIRST CORPORATION	3101003137	UNIFORMS/GAR	12/25/2019	29.92	.00	
6448	UNIFIRST CORPORATION	3101004398	UNIFORMS/GAR	01/01/2020	29.92	.00	
6448	UNIFIRST CORPORATION	3101005605	UNIFORMS/GAR	01/08/2020	29.92	.00	
10-77-45100 DISPOSABLE EQUIP & TOOLS							
6536	BISBEE AUTO PARTS	213669	STUD EXTRACTOR	12/30/2019	42.51	.00	
10-77-61000 VEHICLE PARTS & LABOR							
6536	BISBEE AUTO PARTS	213225	TIRE PATCH, BRUSH PARTS, PA	12/20/2019	26.73	.00	
Total GARAGE:					883.64	314.64	
PARKS							
10-80-22000 WATER							
1106	AZ WATER COMPANY	03102062101-	Garfield Park TC- Parks-#031-02-	01/13/2020	64.76	64.76	01/13/2020
1106	AZ WATER COMPANY	03112037563-1	Mule Mtn Gdn - Parks 031120375	01/13/2020	26.29	26.29	01/13/2020
1106	AZ WATER COMPANY	03112038121-1	Vista Park - Parks 03112038121	01/13/2020	65.46	65.46	01/13/2020
1106	AZ WATER COMPANY	03112039072-1	W Vista & Hoatson - Parks 03112	01/13/2020	210.98	210.98	01/13/2020
1106	AZ WATER COMPANY	03112040621-1	Lower E Vista & Tener Bthrm 0311	01/13/2020	43.36	43.36	01/13/2020
1106	AZ WATER COMPANY	03112040651-1	Lower Vista Park - Parks 031120	01/13/2020	71.37	71.37	01/13/2020
1106	AZ WATER COMPANY	03112047073-1	Az St & Cole Ave Irrigation - 0311	01/13/2020	26.29	26.29	01/13/2020
1106	AZ WATER COMPANY	03112085601-1	Paul Park Warren - Parks 031120	01/13/2020	65.46	65.46	01/13/2020
1106	AZ WATER COMPANY	03117017901-1	Tin Town Park/Parks - #03117017	01/06/2020	25.86	25.86	01/07/2020
1106	AZ WATER COMPANY	03117047651-1	Galena/Parks - #03117047651	01/06/2020	25.86	25.86	01/07/2020
10-80-34000 CONTRACT SERVICES							
1893	LAL ENTERPRISES, INC	27937	PORTA POTS	12/31/2019	126.00	.00	
6448	UNIFIRST CORPORATION	3101001902	UNIFORMS/PKS	12/18/2019	24.59	.00	
6448	UNIFIRST CORPORATION	3101003138	UNIFORMS/PKS	12/25/2019	24.59	.00	
6448	UNIFIRST CORPORATION	3101004399	UNIFORMS/PKS	01/01/2020	24.59	.00	
6448	UNIFIRST CORPORATION	3101005606	UNIFORMS/PKS	01/08/2020	24.59	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLX-DOU	D08009201912	DOC LABOR CREW/PKS	12/20/2019	96.00	.00	
3163	AZ STATE PRISON CMLX-DOU	D08009201912	MILEAGE/PARKS F-M/SUPERVI	12/27/2019	18.34	.00	
3163	AZ STATE PRISON CMLX-DOU	D08102019122	DOC LABOR CREW/PKS	01/02/2020	108.00	.00	
3163	AZ STATE PRISON CMLX-DOU	D08224420191	DOC LABOR CREW/PKS	12/20/2019	90.00	.00	
3163	AZ STATE PRISON CMLX-DOU	D08231620191	DOC LABOR CREW/PKS	01/02/2020	88.00	.00	
10-80-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	28775	NIFTY NABBER, PICK UP TOOL,	01/03/2020	89.38	.00	
1862	B&D LUMBER & HARDWARE	172865	PRUNER	12/24/2019	114.56	.00	
10-80-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	173051	ENGINE OIL	01/08/2020	63.55	.00	
1862	B&D LUMBER & HARDWARE	173056	DOOR KNOB, KEYS	01/09/2020	13.77	.00	
10-80-55100 REPAIR & MAINT - OTHER							
4922	FERGUSON ENTERPRISES #10	7709652	BUBBLER	12/26/2019	147.06	.00	
10-80-55200 NON CAP EQUIP PURCHASES							
1659	ACE HARDWARE	28831	IMPACT DRIVER KIT, MAX IMP D	01/10/2020	426.61	.00	
10-80-61000 REPAIRS & MAINT - VEHICLES							
6536	BISBEE AUTO PARTS	214103	TRAILEND	01/06/2020	8.76	.00	
6536	BISBEE AUTO PARTS	214104	LAMP	01/06/2020	7.67	.00	
6536	BISBEE AUTO PARTS	214500	STABILIZER, OIL FILTER, BRAK	01/10/2020	73.31	.00	
Total PARKS:					2,195.06	625.69	
SWIMMING POOL							
10-81-34000 CONTRACT SERVICES							
6172	MMPC	47530	PEST CONTROL-POOL	09/26/2019	40.00	.00	
6172	MMPC	48732	PEST CONTROL-POOL	10/22/2019	40.00	.00	
6172	MMPC	50122	PEST CONTROL-POOL	11/26/2019	40.00	.00	
6172	MMPC	51256	PEST CONTROL-POOL	12/30/2019	40.00	.00	
Total SWIMMING POOL:					160.00	.00	
LIBRARY							
10-83-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK RETENTIO	20-0108	LIBRARY VLNTR	01/08/2020	249.20	249.20	01/13/2020
10-83-34000 CONTRACT SERVICES							
5954	IRONHAWK ELEVATOR, LLC	202010644	MONTHLY MAINT/JAN 20	01/09/2020	113.30	.00	
1499	RICOH USA, INC	5058497321	COPIER MAINT AGRMNT/LIB	01/01/2020	61.47	.00	
Total LIBRARY:					423.97	249.20	
SENIOR CITIZENS CENTER							
10-85-22000 WATER							
1106	AZ WATER COMPANY	03117021951-1	Collins Rd - S Cntr - #0311702195	01/06/2020	110.67	110.67	01/07/2020
10-85-23000 GAS							
1189	AMERIGAS-SIERRA VISTA	3100569377	PROPANE GAS/SR CENTER	12/25/2019	2,482.58	.00	
10-85-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLX-DOU	D08009201912	DOC LABOR CREW/SC	12/20/2019	28.00	.00	
3163	AZ STATE PRISON CMLX-DOU	D08009201912	MILEAGE/SENIOR CENTER	12/27/2019	18.34	.00	
3163	AZ STATE PRISON CMLX-DOU	D08102019122	DOC LABOR CREW/SC	01/02/2020	28.00	.00	
Total SENIOR CITIZENS CENTER:					2,667.59	110.67	
Total GENERAL FUND:					115,100.74	69,193.51	
TRANSIENT ROOM TAX							
FUND EXPENDITURES							

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20-40-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK RETENTIO	20-0108	VISITOR CTR VLNTR	01/08/2020	10.68	10.68	01/13/2020
20-40-34000 CONTRACT SERVICES							
6971	DOG CAT MOUSE MEDIA	63	DISCOVER BISBEE MARKETIN	01/14/2020	2,916.66	.00	
Total FUND EXPENDITURES:					2,927.34	10.68	
Total TRANSIENT ROOM TAX:					2,927.34	10.68	
STREETS							
FUND EXPENDITURES							
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1032111000-12	Az Street St Lights #1032111000	01/06/2020	3,863.88	3,863.88	01/07/2020
21-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472100101800	25% Streets	01/06/2020	157.33	157.33	01/07/2020
21-40-34000 CONTRACT SERVICES							
5392	COCHISE COUNTY FLEET MAIN	BISBEE 20-06	FLEET CHARGES-DEC 19/STR	01/09/2020	583.70	.00	
6448	UNIFIRST CORPORATION	3101001895	UNIFORMS/STR	12/18/2019	54.45	.00	
6448	UNIFIRST CORPORATION	3101003130	UNIFORMS/STR	12/25/2019	54.45	.00	
6448	UNIFIRST CORPORATION	3101005598	UNIFORMS/STR	01/08/2020	54.45	.00	
21-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D08340820191	DOC LABOR CREW/STR	12/20/2019	144.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08340820191	MILEAGE/STREETS/SUPERVIS	12/27/2019	215.83	.00	
21-40-46000 OPERATIONAL EXPENSES							
1859	ACE HARDWARE	28830	AIR TOOL OIL	01/09/2020	3.72	.00	
1862	B&D LUMBER & HARDWARE	172771	PAINT	12/18/2019	20.47	.00	
1862	B&D LUMBER & HARDWARE	172799	PREMIX CONCRETE	12/19/2019	8.13	.00	
1862	B&D LUMBER & HARDWARE	172840	USS HX CP GR	12/23/2019	32.18	.00	
1814	TRUCK & TRAILER PARTS	S 2-10094	OPERATORS MANUAL	12/16/2019	78.58	.00	
7034	ZUMAR INDUSTRIES	5471	NO PARKING SYMBOL	12/16/2019	150.66	.00	
21-40-46210 STREET REPAIR MAT - SALES TAX							
1337	EADS CONSTRUCTION	7535	ROCK/CONCRETE	12/23/2019	95.49	.00	
21-40-55200 NON CAP EQUIP PURCHASES							
1659	ACE HARDWARE	28827	NAIL GUN, AIR PLUG	01/09/2020	253.92	.00	
21-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE AUTO PARTS	213447	ADAPTER	12/24/2019	19.25	.00	
6536	BISBEE AUTO PARTS	213703	HYD HOSE FITTINGS, HYD HOS	12/30/2019	51.01	.00	
6536	BISBEE AUTO PARTS	214213	POWER STEERING PUMP, BELT	01/07/2020	228.31	.00	
6536	BISBEE AUTO PARTS	214250	CREDIT	01/07/2020	74.53-	.00	
1339	TITAN MACHINERY	13475101GP	HANDLE SLAM LATCH, KIT SEA	12/30/2019	185.53	.00	
Total FUND EXPENDITURES:					6,180.81	4,021.21	
Total STREETS:					6,180.81	4,021.21	
BISBEE ARTS COMMISSION							
FUND EXPENDITURES							
42-40-46000 OPERATIONAL EXP (DONATIONS)							
6708	SHARON STETTER	20-0114CIGAR	SUPPLIES-STAPLES	01/14/2020	64.74	.00	
6708	SHARON STETTER	20-0114CIGAR	SUPPLIES-IKEA	01/14/2020	21.61	.00	
6708	SHARON STETTER	20-0114CIGAR	SUPPLIES-BISBEE OFFICE SUP	01/14/2020	29.08	.00	
6708	SHARON STETTER	20-0114CIGAR	SUPPLIES-TRADER JOE'S	01/14/2020	50.85	.00	
6708	SHARON STETTER	20-0114CIGAR	SUPPLIES-STAPLES	01/14/2020	4.79	.00	
Total FUND EXPENDITURES:					171.07	.00	
Total BISBEE ARTS COMMISSION :					171.07	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MISC. DONATIONS							
FUND EXPENDITURES							
48-40-22517 FESTIVAL OF LIGHTS							
1893	LAL ENTERPRISES, INC	27921	PORTA POTS	12/16/2019	140.00	.00	
Total FUND EXPENDITURES:					140.00	.00	
Total MISC. DONATIONS:					140.00	.00	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	9662440000-1	Bisbee Junction Hill - Airport #96	01/06/2020	315.08	315.08	01/07/2020
50-40-22000 WATER							
1584	NACO WATER COMPANY LLC	090016500-01-	Airport Water	01/13/2020	37.14	37.14	01/13/2020
50-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472016093602	Bisbee JcT - Airport Rd #472-016	01/13/2020	130.35	130.35	01/13/2020
Total FUND EXPENDITURES:					482.57	482.57	
Total AIRPORT FUND:					482.57	482.57	
SEWER FUND							
54-1019900 CLEARING ACCT--SEWER/TRASH A/R							
6923	PAID IN FULL	3226-123119	AGENCY COMMISSION DUE	12/31/2019	2,532.78	.00	
Total :					2,532.78	.00	
FUND EXPENDITURES							
54-40-12300 UNIFORMS & CLOTHING							
5768	MTS SAFETY PRODUCT, INC.	6640200	SWEATSHIRTS	01/07/2020	63.09	.00	
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1002920000-1	940 W. Purdy Ln San Jose WW -#	01/08/2019	5,536.25	5,536.25	01/07/2020
54-40-34000 CONTRACT SERVICES							
5392	COCHISE COUNTY FLEET MAIN	BISBEE 20-06	FLEET CHARGES-DEC 19/WW	01/09/2020	756.28	.00	
6448	UNIFIRST CORPORATION	3101001896	UNIFORMS/WW	12/18/2019	31.69	.00	
6448	UNIFIRST CORPORATION	3101003131	UNIFORMS/WW	12/25/2019	38.04	.00	
6448	UNIFIRST CORPORATION	3101005599	UNIFORMS/WW	01/08/2020	42.11	.00	
5710	XEROX CORPORATION	99210063	BASE CHARGE/WW	01/04/2020	164.15	.00	
54-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	28692	CAULK GUN, QTV 2 PUSH	12/18/2019	29.78	.00	
1659	ACE HARDWARE	28698	POWER CORD, CAULK, SCREW	12/19/2019	39.07	.00	
1659	ACE HARDWARE	28795	RECHARGABLE WRKLT, SPRIN	01/06/2020	48.04	.00	
1659	ACE HARDWARE	28799	SOCKET WRENCH	01/07/2020	30.73	.00	
1659	ACE HARDWARE	28812	IMPACT DRILL, FASTENERS	01/08/2020	45.83	.00	
54-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	28714	HOLE CUTTER, DAWN, KITCHE	12/24/2019	66.55	.00	
1659	ACE HARDWARE	28790	TOWELS, DAWN, GLASS CLEA	01/06/2020	45.56	.00	
1659	ACE HARDWARE	28799	HTH SHOCK TRMT	01/07/2020	31.65	.00	
1659	ACE HARDWARE	28805	CFL DBX PLUG IN, BULB, TRAS	01/07/2020	27.92	.00	
1659	ACE HARDWARE	28809	TOTES, GLOVES	01/08/2020	62.33	.00	
1659	ACE HARDWARE	28829	TARP, SPRING CLAMP	01/09/2020	22.50	.00	
1862	B&D LUMBER & HARDWARE	172758	CONTRACTOR BAG, DUSTER, P	12/18/2019	29.54	.00	
1862	B&D LUMBER & HARDWARE	172807	LUBRICANT, TAPE	12/19/2019	12.26	.00	
1862	B&D LUMBER & HARDWARE	172854	LUMBER, BLIND CORD	12/23/2019	60.10	.00	
1862	B&D LUMBER & HARDWARE	172914	UTILITY BLADES, GLOVES	12/30/2019	40.26	.00	
1862	B&D LUMBER & HARDWARE	173000	GLOVES	01/06/2020	20.11	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1862	B&D LUMBER & HARDWARE	173059	PIPE TAPE, DUCT TAPE, PIPE I	01/09/2020	31.30	.00	
1862	B&D LUMBER & HARDWARE	173067	GLASSES, DUCT TAPE	01/09/2020	62.46	.00	
6536	BISBEE AUTO PARTS	213070	NON CHLOR BRAKE CLEANER,	12/18/2019	47.07	.00	
54-40-46543 MANHOLE, PIPE & FITTINGS							
1659	ACE HARDWARE	28719	ELEC SUPPLIES, PRIMARY WIR	12/26/2019	26.60	.00	
4922	FERGUSON ENTERPRISES #10	7794651	MICROF CLEANING CLO, PIPE	12/16/2019	200.74	.00	
54-40-55200 NON CAP EQUIP PURCHASES							
1659	ACE HARDWARE	28682	GLOVES, WHEELBARROW STE	12/18/2019	116.43	.00	
6536	BISBEE AUTO PARTS	214465	GLOVES, WRENCHES	01/09/2020	94.23	.00	
54-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE AUTO PARTS	213059	BATTERY	12/18/2019	108.76	.00	
6536	BISBEE AUTO PARTS	213282	NON CHLOR BRAKE CLEANER	12/20/2019	13.11	.00	
6536	BISBEE AUTO PARTS	213480	TAPE, NON CHLOR BRAKE CLN	12/24/2019	23.75	.00	
6536	BISBEE AUTO PARTS	214106	BRAKE CLEANER	01/06/2020	7.85	.00	
6536	BISBEE AUTO PARTS	214268	MD HOSE POFF PLIERS, NON C	01/07/2020	29.19	.00	
6536	BISBEE AUTO PARTS	214325	EXTLIFE GAL, HOSE CLAMP, SP	01/08/2020	35.81	.00	
6536	BISBEE AUTO PARTS	214526	OIL STABILIZER, BRAKE CLEAN	01/10/2020	70.05	.00	
54-40-62002 TIRES							
1854	WR RYAN - FIRESTONE	T17061	TIRE REPAIR	12/31/2019	91.44	.00	
Total FUND EXPENDITURES:					8,202.63	5,536.25	
Total SEWER FUND:					10,735.41	5,536.25	
SANITATION FUND							
FUND EXPENDITURES							
56-40-12300 UNIFORMS & CLOTHING							
5768	MTS SAFETY PRODUCT, INC.	6640200	JACKETS, SWEATSHIRTS	01/07/2020	225.39	.00	
56-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472100101800	25% Sanatation	01/06/2020	157.33	157.33	01/07/2020
56-40-34000 CONTRACT SERVICES							
6448	UNIFIRST CORPORATION	3101001903	UNIFORMS/SAN	12/18/2019	80.41	.00	
6448	UNIFIRST CORPORATION	3101003139	UNIFORMS/SAN	12/25/2019	80.41	.00	
6448	UNIFIRST CORPORATION	3101004400	UNIFORMS/SAN	01/01/2020	80.41	.00	
6448	UNIFIRST CORPORATION	3101005607	UNIFORMS/SAN	01/08/2020	81.58	.00	
56-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D08009201912	DOC LABOR CREW/SAN	12/20/2019	48.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08009201912	MILEAGE/SANITATION	12/27/2019	18.34	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08102019122	DOC LABOR CREW/SAN	01/02/2020	64.00	.00	
56-40-46561 COUNTY TIPPING FEE							
3181	COCHISE COUNTY TREASURE	25755	MUNICIPAL WASTE/HOUSEHOL	12/31/2019	21,537.36	.00	
56-40-46562 RECYCLING PROGRAM							
1659	ACE HARDWARE	28712	PONCHO	12/24/2019	12.09	.00	
1659	ACE HARDWARE	28713	PONCHO	12/24/2019	12.09	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08009201912	DOC LABOR CREW/REC	12/20/2019	56.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08009201912	MILEAGE/RECYCLE-A-M	12/27/2019	18.34	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08102019122	DOC LABOR CREW/REC	01/02/2020	60.00	.00	
5957	BARNETT'S PROPANE, LLC	5561-7	PROPANE	12/02/2019	66.13	.00	
6536	BISBEE AUTO PARTS	214312	TIRE PRESSURE MONITORING	01/08/2020	6.24	.00	
6536	BISBEE AUTO PARTS	214499	OIL FILTER, BRAKE CLEANER,	01/10/2020	129.54	.00	
1893	LAL ENTERPRISES, INC	27938	PORTA POTS/RECYCLING-TRA	12/31/2019	73.50	.00	
6870	MOODY, DONALD	20-0102	REIMBURSEMENT-PHYSICAL R	01/02/2020	108.00	.00	
1854	WR RYAN - FIRESTONE	T16901	TIRES	12/09/2019	178.56	.00	
56-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE AUTO PARTS	213675	STUD KIT, STRAIGHT CONNECT	12/30/2019	11.86	.00	
6536	BISBEE AUTO PARTS	213740	STUD KIT, BC TERM, NON CHL	12/30/2019	39.14	.00	
6536	BISBEE AUTO PARTS	214087	TIRE VALVE	01/06/2020	10.38	.00	
6536	BISBEE AUTO PARTS	214088	AIR FILTER	01/06/2020	50.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6536	BISBEE AUTO PARTS	214196	BLISTER PACK CAPSULES	01/07/2020	9.96	.00	
6536	BISBEE AUTO PARTS	214371	METAL	01/08/2020	18.46	.00	
7040	MICROMATIC LLC	16113	ROTAC LONG ARM ADJ TIPPER	12/20/2019	3,780.00	.00	
7040	MICROMATIC LLC	16191	TIPPER, HYDRAULIC TAP-IN	01/09/2020	1,370.00	.00	
4056	SOUTHWESTERN EQUIPMENT	38044	SEAL KIT	01/08/2020	85.16	.00	
6755	WASTEBUILT	3418827	ROLLER FOLLOWER	12/16/2019	239.10	.00	
56-40-62002 TIRES							
1854	W R RYAN - FIRESTONE	T16927	TIRES	12/12/2019	1,077.36	.00	
Total FUND EXPENDITURES:					29,785.44	157.33	
Total SANITATION FUND:					29,785.44	157.33	
DEBT SERVICE FUND--G.O. DEBT							
LEASE PURCHASE AGREEMENTS							
85-70-81000 PRINCIPAL PMTS, LEASE PURCHASE							
5179	NATIONAL BANK OF ARIZONA	20-0113	LOAN PAYMENT-PRINCIPAL	01/13/2020	12,121.88	.00	
85-70-81500 INTEREST PMTS, LEASE PURCHASE							
5179	NATIONAL BANK OF ARIZONA	20-0113	LOAN PAYMENT-INTEREST	01/13/2020	3,330.62	.00	
Total LEASE PURCHASE AGREEMENTS:					15,452.50	.00	
Total DEBT SERVICE FUND--G.O. DEBT:					15,452.50	.00	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-41607 CITY OPERATING EXPENSE							
5710	XEROX CORPORATION	99123177	BASE CHARGE & USAGE/BUS	01/01/2020	29.34	.00	
Total FUND EXPENDITURES:					29.34	.00	
Total BISBEE BUS FUND:					29.34	.00	
Grand Totals:					181,005.22	79,401.55	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: January 15, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON DECEMBER 17, 2019 AT 7:00 PM

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Regular Session of Mayor and Council held on December 17, 2019 at 7:00 PM

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: David M. Smith
David M. Smith
Mayor

MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, JANUARY 7, 2020 AT 7:00 PM AT THE CITY HALL BUILDING, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR SMITH AT 7:00PM.

ROLL CALL

COUNCIL

Councilmember Louis Pawlik, Ward III, Mayor Pro Tempore

Councilmember Joni Giacomino, Ward II

Councilmember Bill Higgins, Ward I

Mayor David M. Smith

Councilmember Leslie Johns, Ward I

Councilmember Joan Hansen, Ward II

Councilmember Anna Cline, Ward III

STAFF

Theresa Coleman, City Manager

Ashlee Coronado, City Clerk

Keri Bagley, Finance Director

Joelle Landers, Personnel Director

Jesus Haro, Public Works Director

Albert Echave, Police Chief

George Castillo, Fire Chief

CITY ATTORNEY

James Ledbetter

INVOCATION: Mayor Smith asked for a moment of silence hoping that cooler heads and sanity prevails with the ongoing events that are unfolding as we speak in Iran and Iraq.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Mayor Smith listed his activities over the last couple of weeks:
 - On December 19th he assisted the Fire and Police Department on a fatal fire investigation in Old Bisbee. He said that the Department did a terrific job in stopping the fire. Also on the 19th he presented a \$500.00 check to Scout Troup #1 from a local foundation.
 - On December 20th he attended a legislative meeting in Sierra Vista. It was a sit down with our two state legislators and senator to discuss local issues. Mayor Smith said he spoke about PSPRS.
 - On December 21st he attended a Ward I meeting at the Central School Project. It was well attended. Mayor Smith went on to say that Councilmember Johns did an outstanding job in facilitating the meeting and getting information from the constituents.
 - On December 29th he had the honor of lighting the main candle of the menorah for the last day of Hanukkah at Grassy Park.

- January 7th he participated in a PBS interview which was a follow-up to the anti-opioid program Cochise Addiction Project. That interview would be airing on January 13th and 14th.
- Mayor Smith thanked the BAC for presenting us with a great piece of art signed by all the artist participating in the CIG-Art machine. He said it would be hung in City Hall.

CALL TO THE PUBLIC

- Nolan Gouguet, spoke on streetlights being left on all night. He spoke on the huge waste of energy and that they were of concern to our planet. Less streetlights at night would result in less energy bills in Bisbee. He went on to say that people sleep better in the dark. He said that there was no evidence that streetlights stopped crime in neighborhoods.
- Claire Chaffee, requested to know why Council had not gone out for a permanent City Attorney. She spoke on requesting assistance from the City Attorney on writing Ordinances. She said he should not be writing them himself that was why we had Boards and Commissions. Ms. Chaffee also requested information on what the Appeals Board to Property Maintenance Code was. Ms. Chaffee presented Mayor and Council with a petition with the subject of Transparency.

THE FOLLOWING ITEMS WERE DISCUSSED, CONSIDERED AND/OR DECIDED UPON AT THIS MEETING:

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds

MOTION: Councilmember Cline moved to approve accounts payable in the amount of \$200,748.92

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

- A. Approval of the Resignation of Lawrence Phillips from the Streets & Infrastructure Committee.
Ashlee Coronado, City Clerk
- B. Approval of the Reappointment of Keri Bagley to the Public Safety Retirement Personnel Board.
Ashlee Coronado, City Clerk
- C. Approval of the Reappointment of William Gronlund to the Library Advisory Board.
Ashlee Coronado, City Clerk
- D. Approval of the Reappointment of Thomas Patterson to the Police & Fire Advisory Committee.
Ashlee Coronado, City Clerk
- E. Approval of the Reappointment of Thomas Patterson to the Board of Adjustment.
Ashlee Coronado, City Clerk
- F. Approval of the Reappointment of Albert Hopper to the Appeals Board for the Property Maintenance Code.
Ashlee Coronado, City Clerk

- G. Approval of the Reappointment of Nancy Parana to the Planning and Zoning Commission.
Ashlee Coronado, City Clerk
- H. Approval of the Reappointment of Duane Doane to the Community Sustainability Commission.
Ashlee Coronado, City Clerk
- I. Approval of the Appointment of Al Anderson to the Appeals Board for the Property Maintenance Code.
Ashlee Coronado, City Clerk
- J. Approval of the Appointment of Todd Conklin to the Appeals Board for the Property Maintenance Code.
Ashlee Coronado, City Clerk
- K. Approval of the Appointment of John Crow to the Appeals Board for the Property Maintenance Code.
Ashlee Coronado, City Clerk

Mayor Pro Tempore Pawlik requested that item 2A be pulled from the agenda.

MOTION: Councilmember Cline moved to approve the Consent Agenda Item B-K.
SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Higgins, Johns, Hansen, Cline and Mayor Smith.

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

2A: Mayor Pro Tempore Pawlik wish to take a moment to thank Larry Phillips for his knowledge and experience in the field of asphalt and pavements. He would be very hard to replace. Councilmember Pawlik thanked him for his 11 years of service.

Mayor Smith agreed with Councilmember Pawlik.

Councilmember Hansen agreed, he was invaluable and did a fabulous job. She thanked him for his service.

MOTION: Councilmember Cline moved to approve Consent Agenda Item A
SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Higgins, Johns, Hansen, Cline and Mayor Smith.

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

OLD BUSINESS

NEW BUSINESS

- 3. Presentation of the City of Bisbee Annual Audit Report for the Year ended June 30, 2019 by Steven Palmer, CPA of Hinton and Burdick.
Keri Bagley, Finance Director

Jennifer Frank from Hinton Burdick gave a presentation on the audited financial statements for the year ended June 30, 2019. The slideshow was attached as "Exhibit A".

Mayor Smith thanked Ms. Frank for her presentation.

4. Consideration and Direction to prepare an Agreement with Albert N. Hopper, Jr. Architect for Architectural and Engineering Services.

Theresa Coleman, City Manager

Mayor Smith said we had people who had signed up to speak on this item. He first wanted to bring people up to date as to where the city was. He said that after the fire a Town Hall meeting was held on November 30, 2017 at the Royale. As a result of that meeting the overwhelming majority wanted the new City Hall to be located at the same site, 118 Arizona as the old City Hall. On November 30, 2017 he held a Town Hall meeting requesting citizen input on size and location, and during that meeting he informed the public on the status of other buildings that had been considered. As a result of that on August 30th 2018 by a 5 to 0 vote of the Council, the Council passed a motion for an RFP/RFQ for A&E Services. On October 15, 2019 by a vote of 5 to 0 vote of the Council voted to indicating that the City Hall would be located at 118 Arizona, with a site-specific RFP/RFQ.

Lynn Kartchner, said he was one of the only engineers around here. He explained he had run the Bisbee Wastewater System back in 2003. He said that he had been involved in rehabbing old adobe buildings for many years. He had no doubt that our architect could do the job. He had the greatest of confidence in him. He would like to see a fireproof building built at the site. He said that this could be done. He supported Mr. Hopper and what he was trying to do and offered to help in any way he could for free.

Dave Cartun, said that there was a wrong and right way to make decisions. We could make them emotionally or based on facts. He thought that the ad hoc committee for City Hall should have had two members from each ward. He said that he went out and canvassed 11 business owners in Warren and San Jose and asked if we should build a new City Hall with the \$2 million. They all said no, it would be a waste of the taxpayer's money. He said they wanted a park in San Jose. He said he spoke to two public works employees who said that we did not need a new City Hall and that this one was fine. He asked Council to please think and reconsider what they had voted on.

Ken Budge, said he sent a memo to Council on City Hall alternatives. He said he had always supported the City Hall being rebuilt, but he had started looking at the numbers, and looking at other towns he started to think what we could do. He went over the options he sent to Council. He said that there were buildings within the City that could be repurposed and come under the \$2 million. He wanted to put these out as alternatives if we were unable to come up under the \$2 million.

Councilmember Pawlik explained that there were two reasons he tabled this issue. The first was that there was a discrepancy in the closing date which was listed by Subscription Bid Company. If that mistake had been based on something that the city put out, then we would've had no responsive bids to that contract. We would have had no choice but to go out and bid again. After discussing it with Staff and the Mayor it was an error on the part of bid company. That issue was now moot. The second reason it was tabled was he needed time to analyze the proposal of the selected firm. He thanked Council for the additional time. He had completed a due diligence review and he had three issues with it. He addressed the city's unfunded debt. We had a debt we could not deal with. He said that he was coming at this with a financial perspective only. He accepted the site. He said that this was a very competent firm they had the skills to do this job and a very reasonable estimate of the cost. He stated his three problems with the proposal as:

1. Scope was excessive- 25% more square footage than a staff of 12 people currently occupy. His solution was counsel must set a scope at a reasonable square footage and budget.
2. Lacks alternative concept designs- saving the portico was a potential budget buster. Three stories was not financially viable. The solution was to direct staff to contract for two additional concept designs to be premised on total demolition of the existing vertical structures, or a two-story design without the original portico or a single-story design.
3. Once contract was signed there was no turning back- the solution was to direct staff to negotiate three services, each with its own notice to proceed and a city review period between services. The architectural and engineering firm would present concept designs to Staff, Council and public for review and selection of the best alternative.
- 4.

He said that those were his issues and none of this was personal. With that in mind he would like to make a motion.

MOTION: I move that we authorize the City Staff to prepare an agreement with Albert N. Hopper Jr, Architect, for Architect/Engineering Services, to include the following directives:

- a. cap scope at 7300 square feet, not to be exceeded without Council approval.
- b. Maximum budget of \$2 million, not to be exceeded without Council approval.
- c. Authorize selected firm to develop two additional concept designs, one as a two-story building, and one is a single-story building, both concepts without the original portico.
- d. Contract to be phased: Concept designs, bid document prep, and construction management services, each phase with its own notice to proceed. Present concept designed to Council and public for consideration with recommendation.

SECOND: Councilmember Higgins

Mayor Smith opened it up for discussion.

Mayor Smith confirmed that what we were doing here was authorizing the city staff to enter into a contract with Mr. Hopper's firm and within the contract certain things would be enumerated such as a not to exceed budget and square feet. They were all contractual issues. That contract would come back to Council and Council would authorize the signature of the contract.

Mayor and Council discussed procedure and process if this item was approved tonight.

Ms. Coleman explained that what was provided was a preliminary analysis. We would work with the architect to come up with actual ideas for space.

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Higgins and Johns.

NAYS: Councilmember Hansen, Cline and Mayor Smith- Mayor Smith stated that his vote had nothing to do with the architectural firm it had to do with the restrictions.

MOTION PASSED: AYES -4; NAYS -3

5. Discussion and Possible Direction on the Proposed Fee Schedule.

Theresa Coleman, City Manager

Mayor Smith allowed citizens to speak first.

Donna Pulling said she wanted to express her concerns on the wording of this agenda item. She said that statute suggests that agendas should be worded with sufficient information that the public should be able to understand what was going on and being discussed. She said it would be helpful in the future if we put as much detail in these agenda items so the general public could understand what the items were.

Claire Chaffee said that she didn't know what a fee schedule was. She also commented on a statute that required a report when changing fees. She wanted to know if that had been done.

Ms. Coleman said that she had been working with staff on the fees that were spread throughout the City Code. They were reviewing whether or not the fees were adequate to cover the city's costs, along with putting the fees in one central location. She explained that this was Council's opportunity to have some discussion and provide direction. She said this would come back for adoption at a later date.

Councilmember Pawlik asked about the places that were listed as N/A throughout the document.

Ms. Coleman responded that there were currently not fees for those items.

Councilmember Pawlik asked about the nuisance fees and the fact that they were not included.

Ms. Coleman said that at the time when discussing those fees, it was thought that they would be adopted before this schedule was approved by Council. They would be added to the fee schedule once the ordinances were put in place.

Councilmember Pawlik asked what formula was used to calculate the building permit fees.

Ms. Coleman responded that this was a collaboration with Dan Coxworth at Cochise County. We worked with him on approximating how to get our fees in line with what he thought was appropriate.

Councilmember Hansen said that she did not see the low income fees in this fee schedule.

Ms. Coleman responded thank you for pointing that out and it would be included.

Councilmember Giacomino requested to see the document in its full form before any decisions were made.

- 6. Possible Approval of a Motion to go into Executive Session for the purpose of Discussion and Consultation with the City Attorney to provide legal guidance with respect to a notice of claim, pending litigation and dismissal of Open Meeting Law complaints against the city.

Per ARS § 38-431.03(a)(3)(4), the City Council may vote to go into executive session for discussion or consultation for legal advice with the attorney or attorneys of the public body and for Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

James Ledbetter, City Attorney

MOTION: Councilmember Higgins moved that the Mayor and Council go into Executive Session pursuant to ARS § 38-431.01(a)(3)(4) for the consideration of the employment and appointment of a City Manager.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

MOTION: Councilmember Higgins moved to come out of Executive Session.

SECOND: Councilmember Hansen

MOTION PASSED: UNANIMOUSLY

7. City Manager's Report:

- Minimum Wage- Ms. Coleman explained that we did make adjustments to fire Department wages. These adjustments will fit within budget.
- Other Current events (No Discussion) –
 - Ms. Coleman explained that we would now have a paperless option available for packets. It was tried with the Art's Commission last night and they loved it.
 - Ms. Coleman discussed fleet and said that the City had officially purchased the vehicles we had from the County.
 - Ms. Coleman said it was time for her six-month review and the attorney would be sending out a form.
 - Ms. Coleman said she had been working with folks to bring the first habitat program into town.

COUNCIL COMMENTS OR FUTURE AGENDA ITEM SUGGESTIONS: (Council members may suggest topics for future meeting agendas, but Council will not here discuss, deliberate or take any action on these topics.):

- Councilmember Hansen said that there would be a Youth Council Presentation at the Boys and Girls Club on January 10th at 4 p.m. She encouraged youths to attend to see what Youth Council was all about.
- Councilmember Cline commented on news dissemination and transparency. As Councilmembers they should be kept informed of whatever was going on within the city. She spoke on the subjects of Hillcrest, eminent domain and Erie Street. She went on to say she had been receiving questions on the Charter Review Committee. In the Charter we were all equal Mayor and Council. She felt like the Mayor had his hands in everything Charter Review.

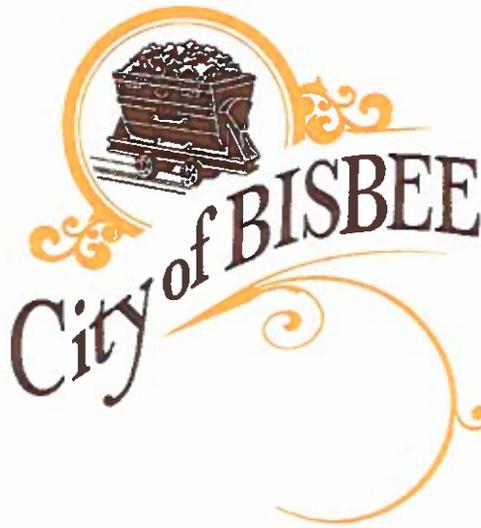
MOTION: Councilmember Higgins moved to adjourn the meeting.

SECOND: Councilmember Pawlik

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 9:06 PM

David M. Smith, Mayor



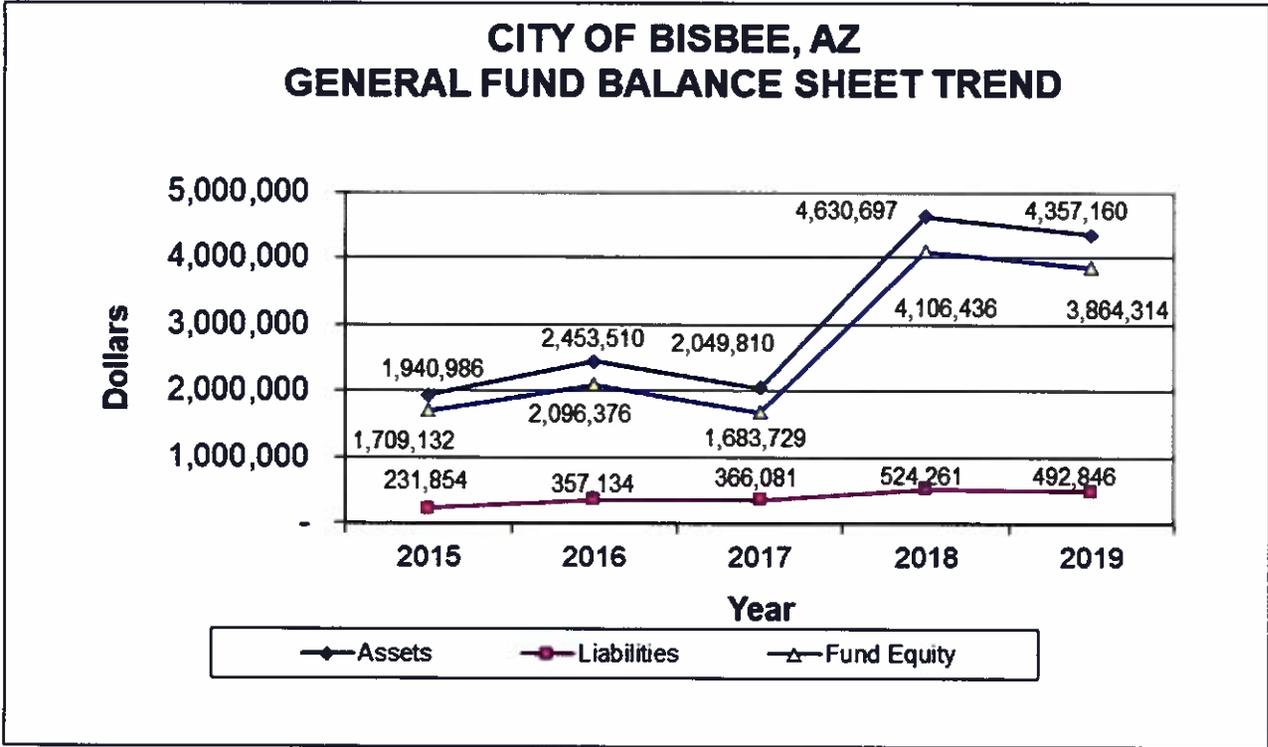
Fiscal Year 2019 Audit Presentation

Audit Reports

- **Independent Auditors Report**
 - Unmodified or “clean opinion”.
- **Report on Compliance and on Internal Control over Financial Reporting**
 - No material weaknesses noted.
 - No significant deficiencies noted.
- **State Compliance Report**
 - The General Grants Fund over expended its budget by \$12,994.

Government-Wide Financial Highlights

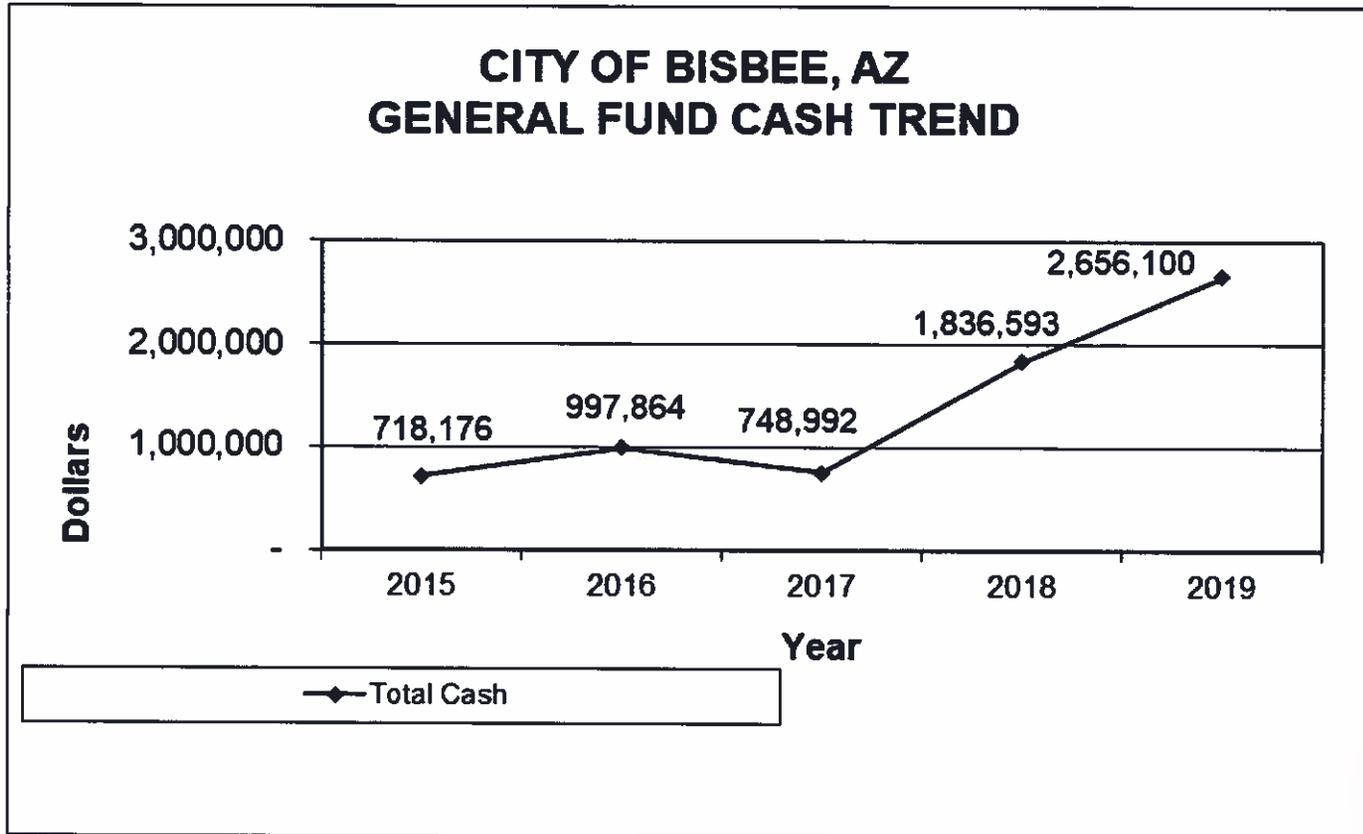
- Total net position (equity) was \$7,810,202.
- Over time, increases or decreases in net position are indicators of whether the financial health of the City is improving or deteriorating.
- The City's net position decreased by \$1,215,070 for the year ending June 30, 2019.



- **The General Fund continues to report a healthy fund balance.**
- **In 2019 fund balance decreased \$242,122.**
 - **\$2,000,000 of the City's fund balance has been committed for the construction of City Hall.**

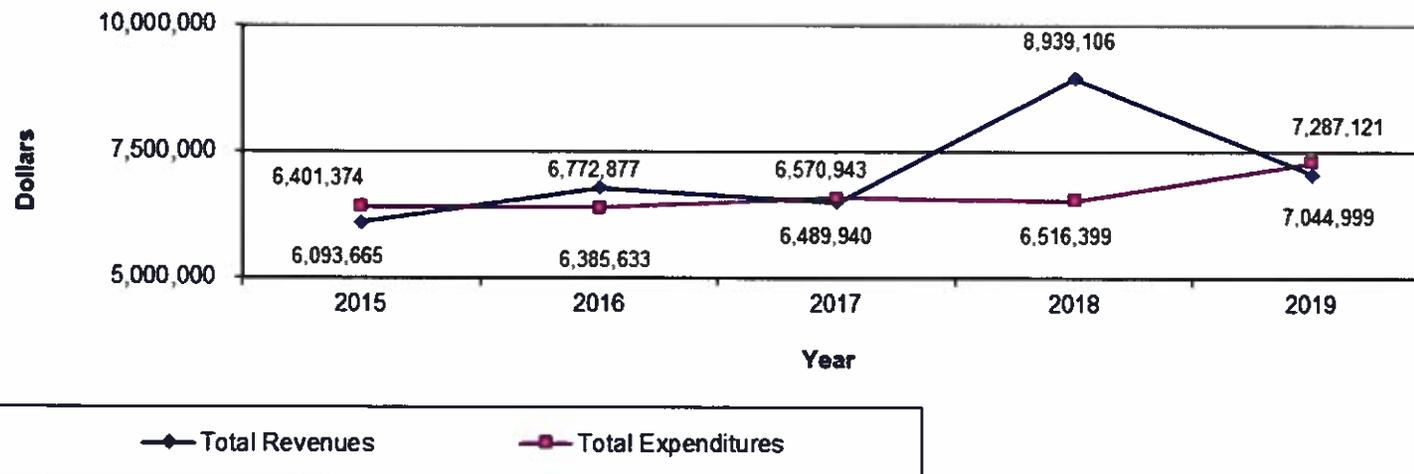
(Keep in mind that fund balance represents equity based on a current measurement focus, i.e., capital assets and long-term debt are not considered)

CITY OF BISBEE, AZ GENERAL FUND CASH TREND



- The large increase in cash in 2018 was due to insurance proceeds (approximately \$50k was received in fiscal year 2019 from insurance proceeds).

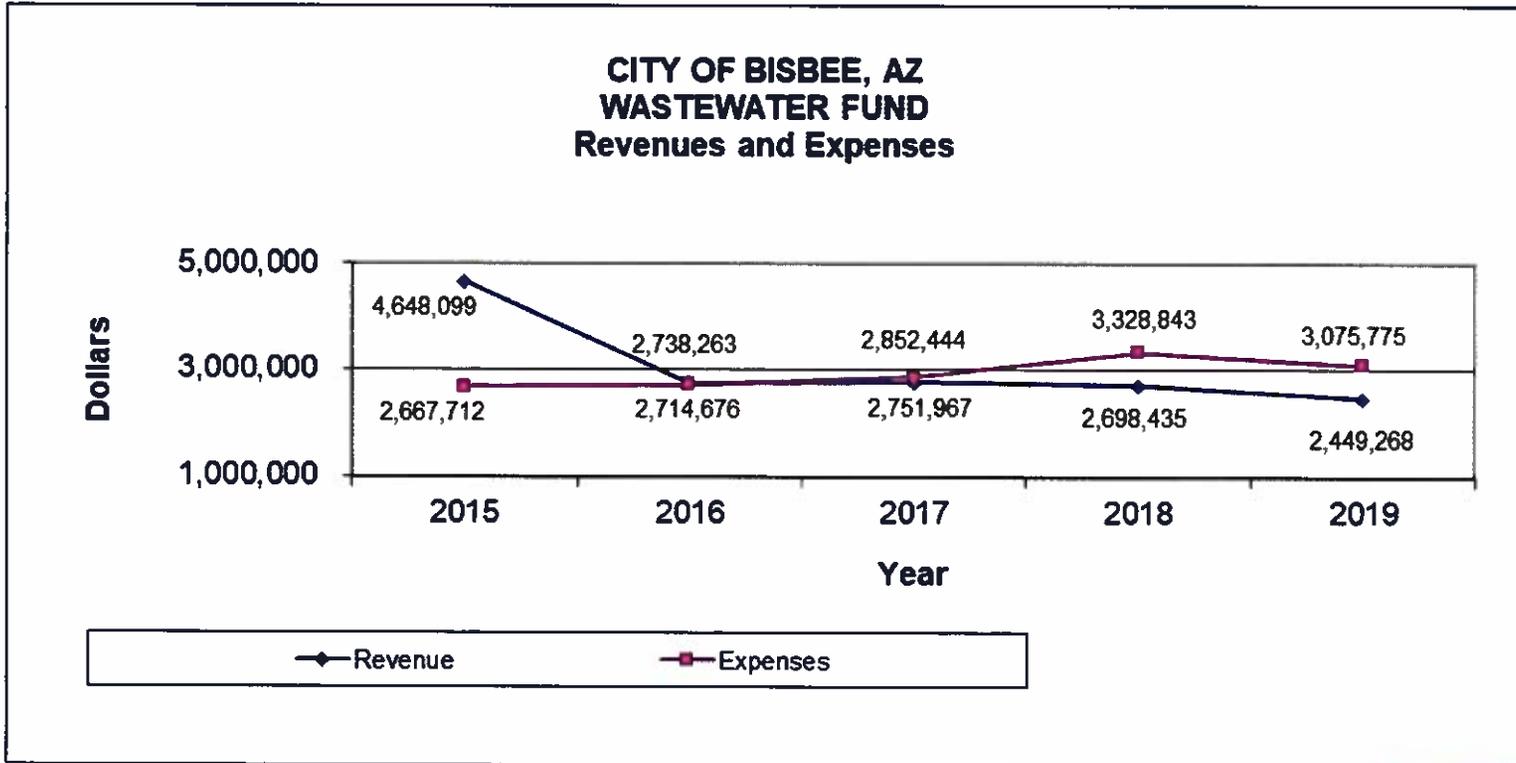
**CITY OF BISBEE, AZ
GENERAL FUND
Revenue and Expenditure Trend**



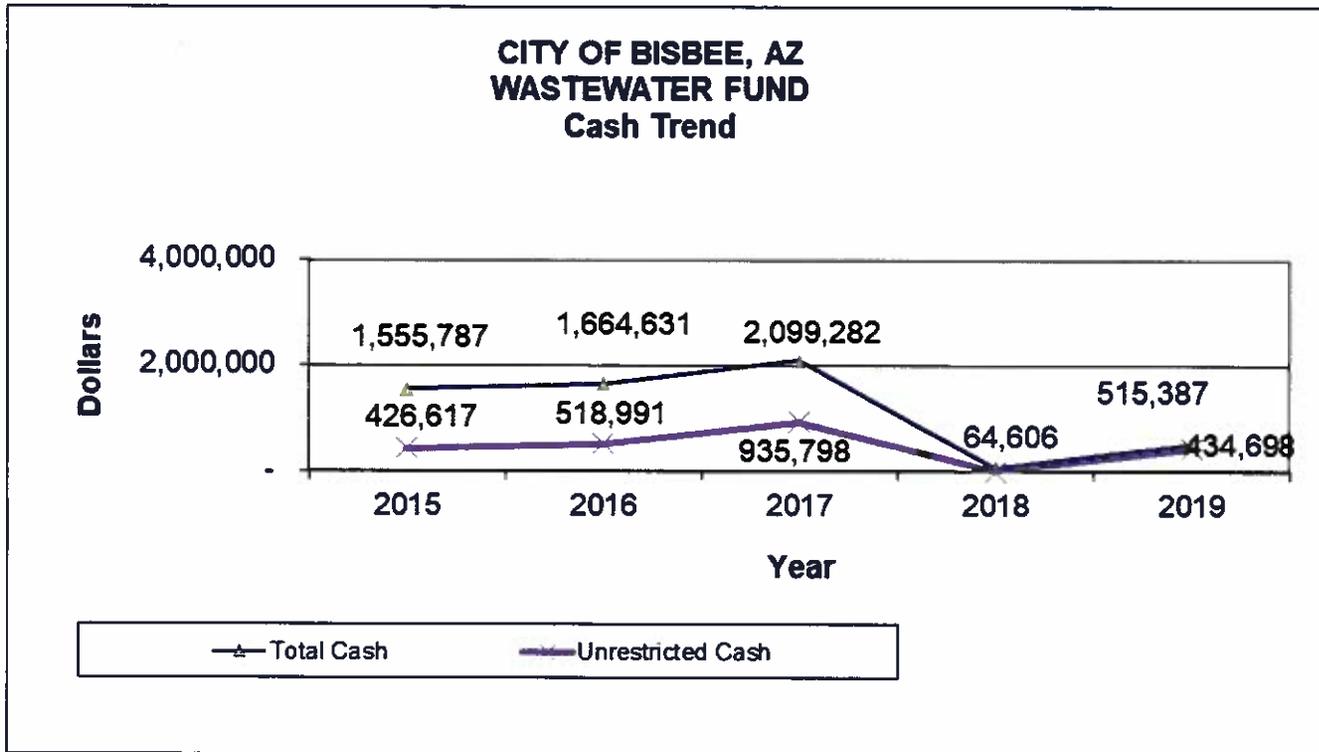
- General Fund revenues and expenditures are normally expected to break even over time.
- Cumulatively, over the past five years, expenditures have exceeded revenues by \$518k (excluding insurance proceeds).

Enterprise Funds

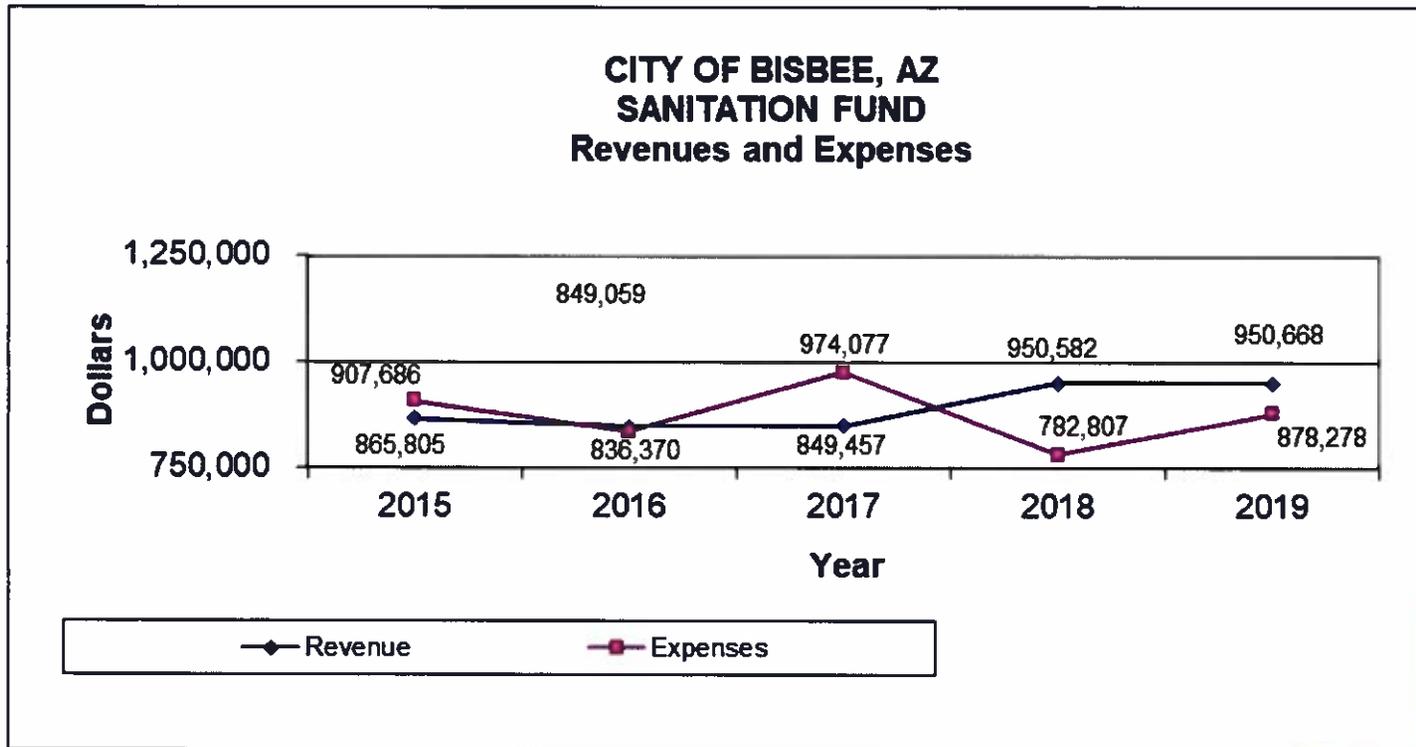
- Enterprise Funds are reported on the full accrual basis of accounting.
 - This is to provide for depreciation and future capital requirements.
 - Enterprise Funds should report revenues in excess of expenditures.



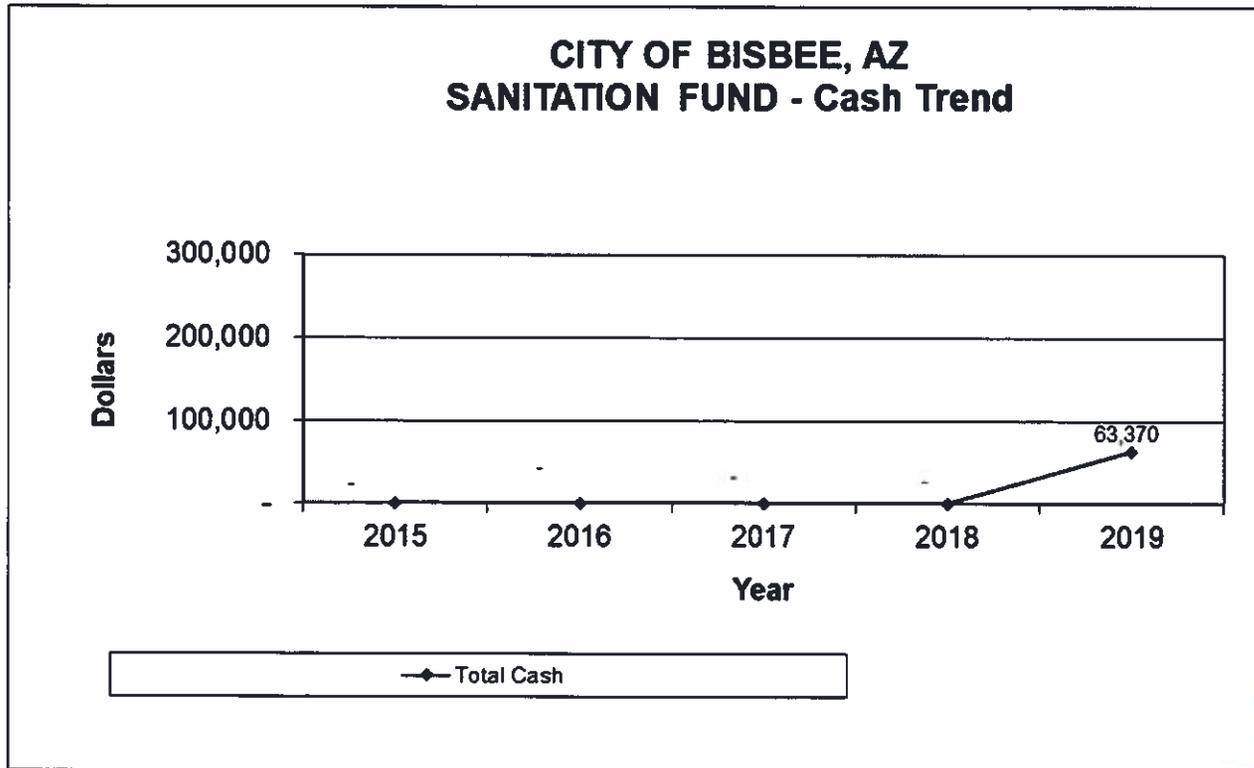
- Cumulatively, over the past five years, revenues have exceeded expenses by \$646,582.
- In fiscal year 2015, the Fund received \$1,985,584 in grant revenue.
- If the grant revenue is disregarded, the Fund would have cumulatively reported \$1,339,002 of expenses in excess of revenues.



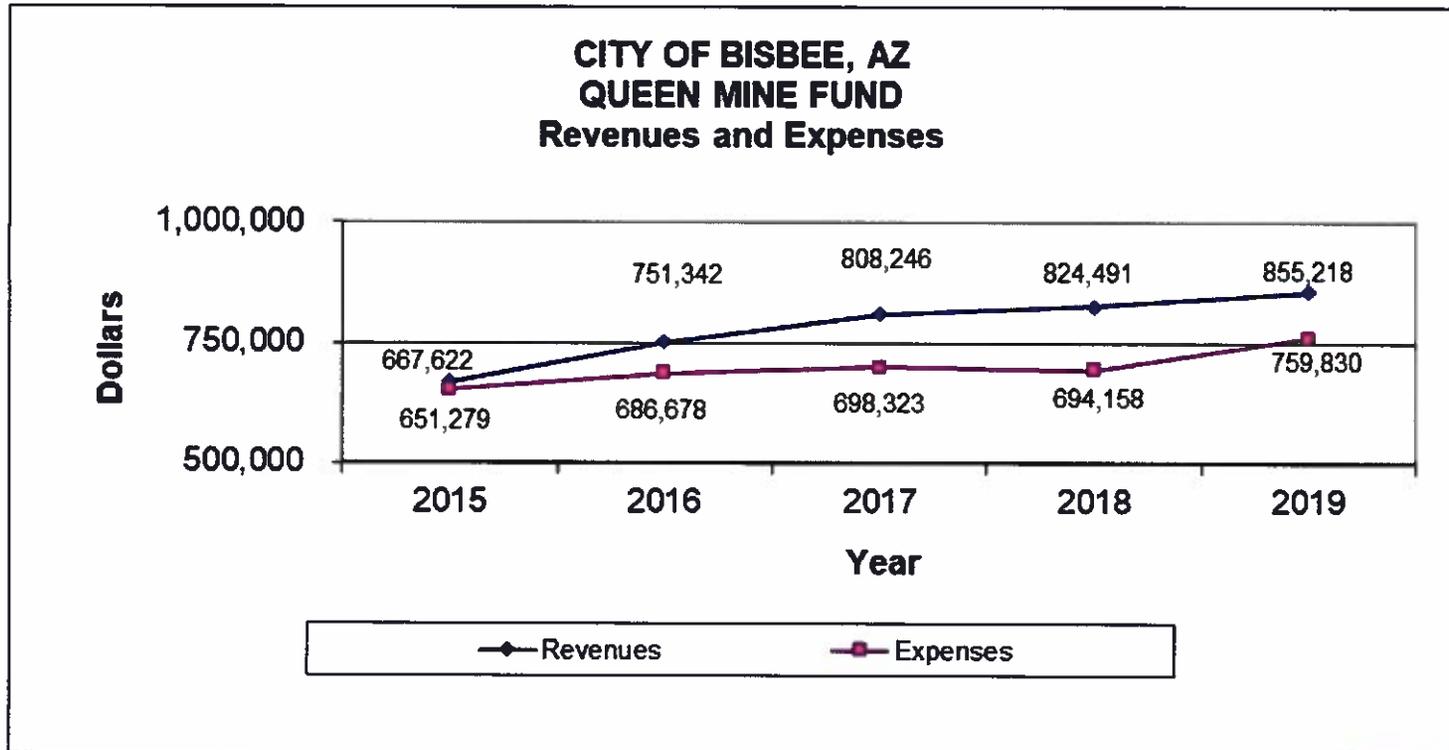
- The Wastewater Fund has reported relatively stable cash balances for four out the past five years.
- The large decrease in cash reported in 2018 is a result of retiring outstanding debt.
- At the beginning of 2018 year outstanding loans and bonds were \$11,086,034.
- At the end of 2018 outstanding loans and bonds were \$8,621,104.



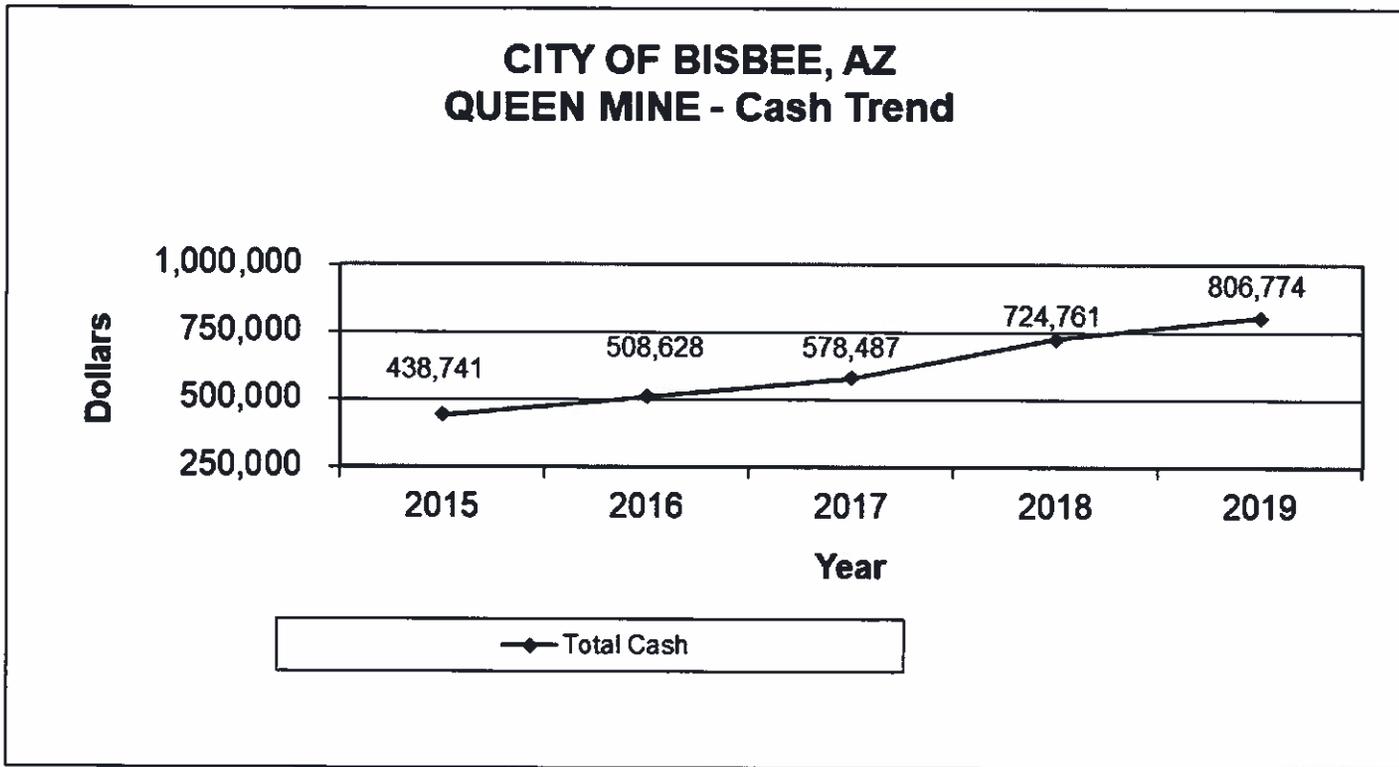
- Cumulatively, over the past five years, revenues have exceeded expenses by \$86,353.
- In fiscal year 2019, revenues exceeded expenses by \$72,390.



- The Sanitation Fund has not reported any cash balances for four of the past five years.



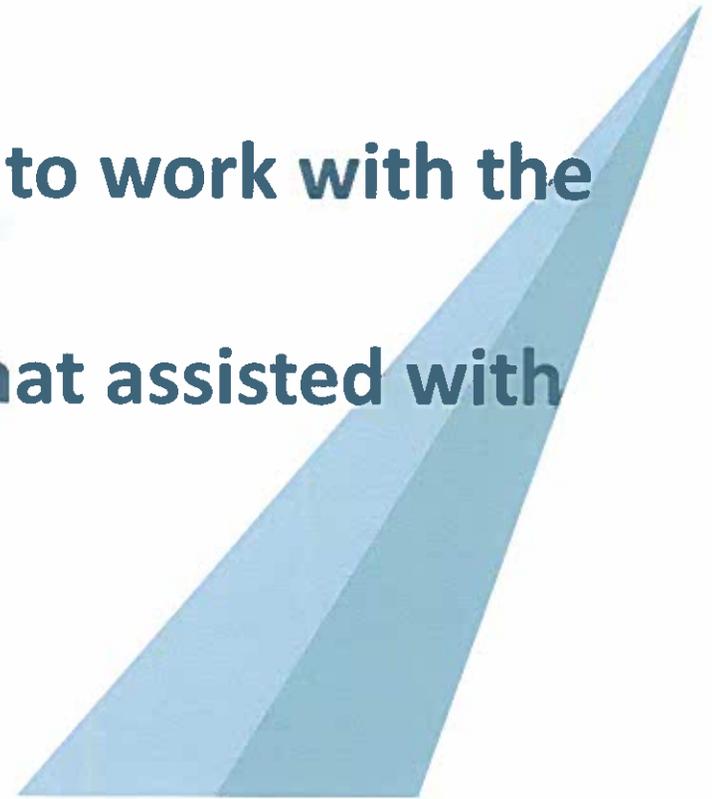
- Cumulatively, over the past five years, revenues have exceeded expenses by \$416,651.



- The cash balance in the Queen Mine fund has increased \$368,033 over the past five years.

Thank You!

- Thank you for the opportunity to work with the City.
- Thanks to all City employees that assisted with the audit.



Questions?



HINTON BURDICK

CPAs & ADVISORS ▶

Jennifer Frank
888-566-1277
jfrank@hintonburdick.com





REQUEST FOR MAYOR & COUNCIL ACTION
Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 15, 2020</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON JANUARY 7, 2020 AT 7:00 PM	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Regular Session of Mayor and Council held on January 7, 2020 at 7:00 PM

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: David M. Smith
David M. Smith
Mayor

MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, DECEMBER 17, 2019 AT 7:00 PM AT THE CITY HALL BUILDING, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR SMITH AT 7:00PM.

ROLL CALL

COUNCIL

Councilmember Louis Pawlik, Ward III, Mayor Pro Tempore

Councilmember Joni Giacomino, Ward II

Councilmember Bill Higgins, Ward I

Mayor David M. Smith

Councilmember Leslie Johns, Ward I

Councilmember Joan Hansen, Ward II

Councilmember Anna Cline, Ward III

STAFF

Theresa Coleman, City Manager

Ashlee Coronado, City Clerk

Jesus Haro, Public Works Director

Albert Echave, Police Chief

George Castillo, Fire Chief

CITY ATTORNEY

INVOCATION: Mayor Smith asked for a moment of silence to reflect on those in need in our community.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Mayor Smith said that we had a great Festival of Lights and he wished to publicly thank Lorena Valdez and Public Works for all their hard work putting it all together.

CALL TO THE PUBLIC

- Ron Freeman, said that he was the manager/maintenance person at the Hillcrest. He had read that there were 5 to 6 tenants displaced due to the closing of the building. He said that was true for the tenants that had subsidized rent. Those people were assisted in finding additional housing. He went on to explain that there were 9 other tenants one of which was a family with a small child. He said there was no power or water in the building. They had all been actively looking for somewhere to go. The building was currently set up for vandalism. He said that they all needed more time, it was just before Christmas. He said that they had already been billed for December and requested an extension until after the first of the year. He explained that they were notified only 12 days ago.
- Lorraine Chapman, said that her concern with the Hillcrest was that a child was out on the street this evening. The parents were looking for a place to stay. It was cold. She requested that Council take it under consideration and give them a few more weeks to get out of the building.

- Matt Smith, requested additional notice. He explained that food was going bad in refrigerators. He said he knew of handicap as well as a child being put out of their home. He requested that Council reevaluate the situation. If anything help these people not be thrown out right before Christmas.
- Dan Maldonado, said he was here to speak on behalf of the people at the Hillcrest Apartments. He understood that the owner was far behind on his utility bills. The City had every right to shut off the building. He requested additional time on a humanitarian basis. He said there was never a formal notice to vacate the building. He said that the building owner was in complete denial over everything. The owner never gave any notice to vacate the building.

Mayor Smith said that he could not answer any questions. He did say that anyone who did not have a place to stay this evening could contact the shelter especially the family with the baby. They would be provided housing.

THE FOLLOWING ITEMS WERE DISCUSSED, CONSIDERED AND/OR DECIDED UPON AT THIS MEETING:

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds

MOTION: Councilmember Cline moved to approve the accounts payable in the amount of \$347,321.43.
SECOND: Councilmember Johns

Councilmember Cline asked for an explanation for payments to the IRS that were charged to the sewer fund.

Ms. Coleman responded that Ms. Bagley was out ill and we would make sure to get an answer.

Councilmember Cline asked if Mr. Haro knew the answer because it was his department.

Mr. Haro responded he did not know what these charges were.

Councilmember Giacomino asked why we had not purchased a filter to fill water bottles, every month there were charges for water delivery.

Mr. Haro responded that he did not purchase water bottles it was the large 5 gallon bottles.

Councilmember Giacomino asked why these were not being filled at somewhere like Circle K.

Mr. Haro said that there were many water bottles that needed to be filled.

MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on November 19, 2019 at 7:00 pm.

Ashlee Coronado, City Clerk

- B. Approval of the Minutes of the Regular Session of Mayor and Council held on December 3, 2019 at 7:00 pm.

Ashlee Coronado, City Clerk

- C. Approval of the Appointment of Richard Duchene to the Transit Advisory Committee.
Ashlee Coronado, City Clerk
- D. Approval of the Appointment of Kathleen Sandoval to the Transit Advisory Committee.
Ashlee Coronado, City Clerk
- E. Approval of a Park, Facility, and Right-of-Way Use permit for the Chicken Committee Parade from the Iron Man to Brewery Gulch on Tuesday, December 31, 2019 from 11:30pm to 12:00am; Rachel Sky, applicant.
Ashlee Coronado, City Clerk
- F. Approval of a Liquor License Application for Old Bisbee Brewing Company and Distillery located at 200 Brewery Avenue, Bisbee; Victor Winquist, Applicant.
Ashlee Coronado, City Clerk

MOTION: Councilmember Cline moved to approve the Consent Agenda Item A-F.
SECOND: Mayor Smith

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Higgins, Johns, Hansen, Cline and Mayor Smith.

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

OLD BUSINESS

- 3. Discussion and Possible Approval of Ordinance O-19-09; Dissolving the iBisbee Committee.
David M. Smith, Council Liaison to the iBisbee Committee

Mayor Smith explained that this was the second reading of this Ordinance.

MOTION: Councilmember Higgins moved to approve Ordinance O-19-09; Dissolving the iBisbee Committee.
SECOND: Mayor Pro Temp Pawlik

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Higgins, Johns, Hansen, Cline and Mayor Smith.

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

NEW BUSINESS

- 4. Presentation by Dog Cat Mouse Media on the Tourism and Marketing Efforts.
Theresa Coleman, City Manager

Jen Luria and Bridget Shanahan from Dog Cat Mouse Media gave a presentation on their marketing efforts for Bisbee. See Attached "Exhibit A"

Mayor Smith thanked them for the presentation.

5. Discussion and Possible Approval of an Amendment to the Agreement for the sale and purchase of Reclaimed Water between the City of Bisbee and Freeport-McMoRan.
Jesus Haro, Public Works Director

Mr. Haro explained that this agenda item would extend the existing agreement for an additional two years. The price was going to stay the same at \$.25 per 1000 gallons.

MOTION: Mayor Pro Temp Pawlik moved to approve the fourth amendment to the agreement for sale and purchase of reclaimed water between the City of Bisbee and Freeport McMoRan
SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Higgins, Johns, Hansen, Cline and Mayor Smith.

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

6. Discussion and Possible Approval of an Intergovernmental Agreement supporting Cochise County Tourism & Economic Council, an Economic Development Initiative.
Theresa Coleman, City Manager

Ms. Coleman explained that the previous organization had been experiencing some unrest. She explained that there had been a pricing adjustment for the coming year that no longer included the City of Tombstone.

MOTION: Mayor Smith moved to approve the Intergovernmental Agreement supporting Cochise County Tourism and Economic Council an Economic Development Initiative.
SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Higgins, Johns, Hansen, Cline and Mayor Smith.

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

7. Consideration and Direction to prepare an Agreement with Albert N. Hopper, Jr. Architect for Architectural and Engineering Services.
Theresa Coleman, City Manage

Ms. Coleman explained that an RFP/RFQ was put out for the services in regard to a new City Hall. She had received two inquiries that had come through the Public Works Department in addition to Mr. Hopper's interest in the project. Mr. Hopper's proposal was the only one we had received. It was reviewed and Mr. Hopper was here to answer any questions about the proposal. Ms. Coleman said that it was staff's recommendation to move forward to prepare an agreement with Mr. Hopper for the architectural and engineering services.

MOTION: Mayor Pro Temp Pawlik moved to table this until the next council meeting as he had questions that he was unable to get answers to because our lawyer was not here this evening.
SECOND: Councilmember Higgins

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Higgins, Johns, Hansen, Cline and Mayor Smith.

NAYS: Mayor Smith

MOTION PASSED: AYES -6; NAYS -1

8. City Manager's Report:

- **Repurposing Solar Panels-** Ms. Coleman explained that she and Mr. Haro had a conversation today with Mr. Al Anderson about the possibility of re-purposing some solar panels at the wastewater treatment plant that were not adding any power to the grid. There may be a way to take advantage of the fact that we already own them.
- **Sewer Shutoff Notice -** Ms. Coleman explained that notices had been going out. There were folks who previously made agreements with the city to pay a portion of their bill and pay monthly but have not held up their end of the agreement. Notices had been going out that we intended to shut them off.
- **Visitor Center Realignment-** Ms. Coleman said that she had a meeting with some folks who were interested in a visitor Center realignment. Essentially swapping the main visitor Center for the information center.
- **Out to Bid for Ambulance Billing-** Ms. Coleman said that we had gone out to bid and that would be brought to Council at the second meeting in January for consideration.
- Ms. Coleman informed Council that building permits would again be processed in house on January 2nd. She also informed the Council that Bisbee complete count Committee would be meeting January 9 at 10 AM at the Copper Queen Library. She invited any community organization to attend.

COUNCIL COMMENTS OR FUTURE AGENDA ITEM SUGGESTIONS: (Council members may suggest topics for future meeting agendas, but Council will not here discuss, deliberate or take any action on these topics.):

- Councilmember Cline thanked City employees for another tremendous year. She wished everyone a safe & happy holiday season.

MOTION: Councilmember Higgins moved to adjourn the meeting.

SECOND: Councilmember Pawlik

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 7:52 PM

David M. Smith, Mayor

BISBEE

**Bisbee Marketing Campaign
September - December 2019**

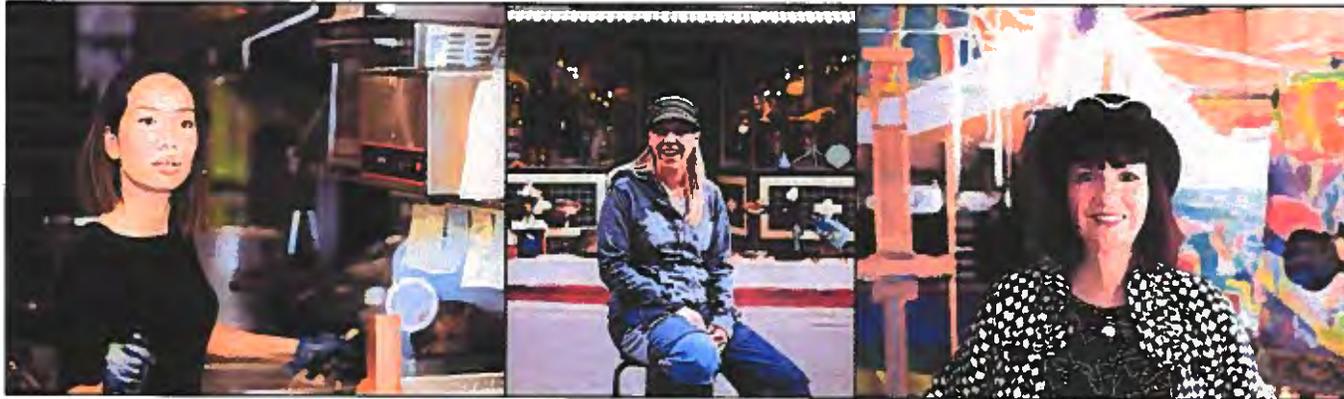
Our new campaign is centered around Bisbee locals who make Bisbee anything but ordinary. We want to put the spotlight on the creators and makers that make Bisbee one of a kind.



**People describe Bisbee using words like:
unique, quirky, weird, bohemian, artistic,
inspiring, historic, charming, etc.**

We asked ourselves

WHY?



**It's because of the people that live and create
here in Bisbee that make it that way.**



What better way to show visitors the experience they might have by introducing them to the heart of Bisbee, the creators that make Bisbee out of the ordinary.

Discover BISBEE

[About Bisbee](#)

[Things to Do](#)

[Where to Stay](#)

[Blog](#)

[Neighborhoods](#)

[History](#)

[In the news](#)

[Bisbee in films](#)

[Maps](#)

[Bisbee Creators](#)

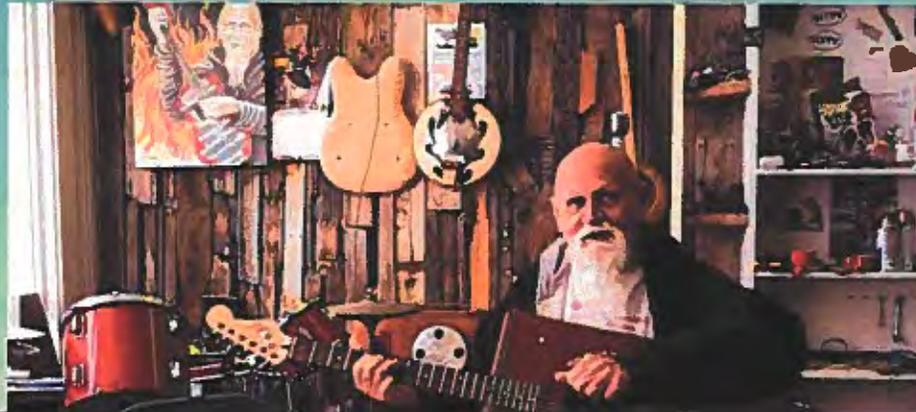
[Photo Gallery](#)

[Video Gallery](#)

[#beBisbee](#)

bisbee creators

What better way to get to know Bisbee than by being introduced to some of our creative locals whom we are calling out as #bisbeecreators. The Bisbee-ites that create compelling art, events, spaces, crafts and more make Bisbee the unique place it is. Let us show you who we are! To read an interview click on the photo below.



BISBEE

About Bisbee

Things to Do

Where to Stay

Blog

All Posts

Arts & Culture

Wellness

Outdoors

History & Heritage

Music



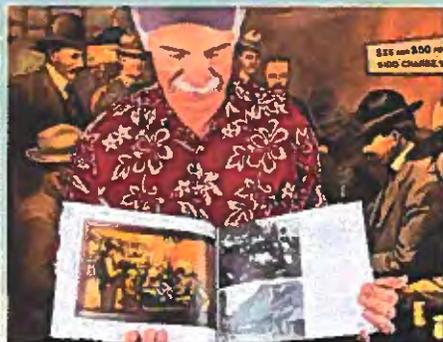
Discover Bisbee

Dec 4 · 1 min

Keith Kifer, the Blues Wizard, and Our Next #bisbeecreator

If you've been to Bisbee, you have probably seen or heard the Blues Wizard playing somewhere in town. What you may not hav...

97 views Write a comment



Discover Bisbee

Nov 4 · 3 min

Doug Dunn, a Bisbee Creator with a Unique Collection

Recently, Discover Bisbee has been working to connect our visitors with our locals to fully capture the essence of Bisbee through the ...

137 views Write a comment





Get the word out about your event!

discoverbisbee.com/whathappening

The Bisbee Events page on the Discover Bisbee website will now be focusing on events that are worth spending the night for. If you have an event that you think falls under this category please email the details to: assistant@discoverbisbee.com

Introducing the calendar to end all calendars!

The **Discover Bisbee Events + Things to Do** pages are now linked to the **Bisbee Community Calendar** bisbeeaz.gov/calendar

Please submit all your events to the Bisbee Community Calendar page! It is very user-friendly and we will be directing visitors there for things to do in Bisbee. Discover Bisbee will be using this page to feature events from time to time as well!



Join us in utilizing this community calendar.

Together we can make it the go-to calendar and a great asset to Bisbee!

The Discover Bisbee Events + Things to Do pages are now linked to the Bisbee Community Calendar bisbeeaz.gov/calendar

Please submit all your events to the Bisbee Community Calendar page! It is very user-friendly and we will be directing visitors there for things to do in Bisbee. Discover Bisbee will be using this page to feature events from time to time as well!

The screenshot shows the Bisbee Community Calendar interface. At the top, there are navigation links: Government, Visiting, Our Community, Doing Business, and How Do I...?. Below this is a banner for "BISBEE Arizona" with a scenic background. The main content area is titled "Calendar" and includes instructions: "View all calendars is the default. Choose Select a Calendar to view a specific calendar. Select the arrows on either side of the current month to change the month." There are three view options: List, Week, and Month. A "Submit an Event" button is highlighted with a callout box. A "Subscribe in iCalendar" button is also highlighted with a callout box. A search bar is present with a "Select a Calendar" dropdown menu. Below the search bar is a calendar grid for October 2019, showing events for the 4th and 5th of the month: "St. Patrick's Church Fall Festival".

Switch between list, week, or month view. Please note it defaults on the week view.

Submit your event here. Add details/image/links. Once you submit an admin will approve your listing.

Subscribe to the Calendar of your choice to add to your google/apple/microsoft or smartphone calendar

View calendars of the community, library, city, fire dept., or police dept. Please note it defaults to *all calendars if you use the domain: bisbeeaz.gov/calendar - but it is linked to the community calendar from discoverbisbee.com

Join us in utilizing this community calendar.

Together we can make it the go-to calendar and a great asset to Bisbee!

discover
BISBEE

[About Bisbee](#)

[Things to Do](#)

[Where to Stay](#)

[Blog](#)

[Bisbee Events](#) [Attractions](#) [Dining & Nightlife](#) [Galleries](#) [Shops](#) [Annual Events](#) [Join our Newsletter](#)



bisbee events

Bisbee events worth spending the night for.

Scroll below for a reason or two to plan your next overnight visit to our tiny town.

Live like a local!

Check out all of Bisbee's community events on [Bisbee's community calendar](#).

Bisbee After 5 Artwalk

Every Second Saturday

Bisbee After 5 is a monthly artwalk that occurs on the Second Saturday of each month in Old Bisbee, Arizona. Over 30 galleries, shops, and restaurants stay open late, until 8:00 pm. Artists'

Festival of Lights

Saturday, December 14th, 2019

This event was rescheduled!
New details below:

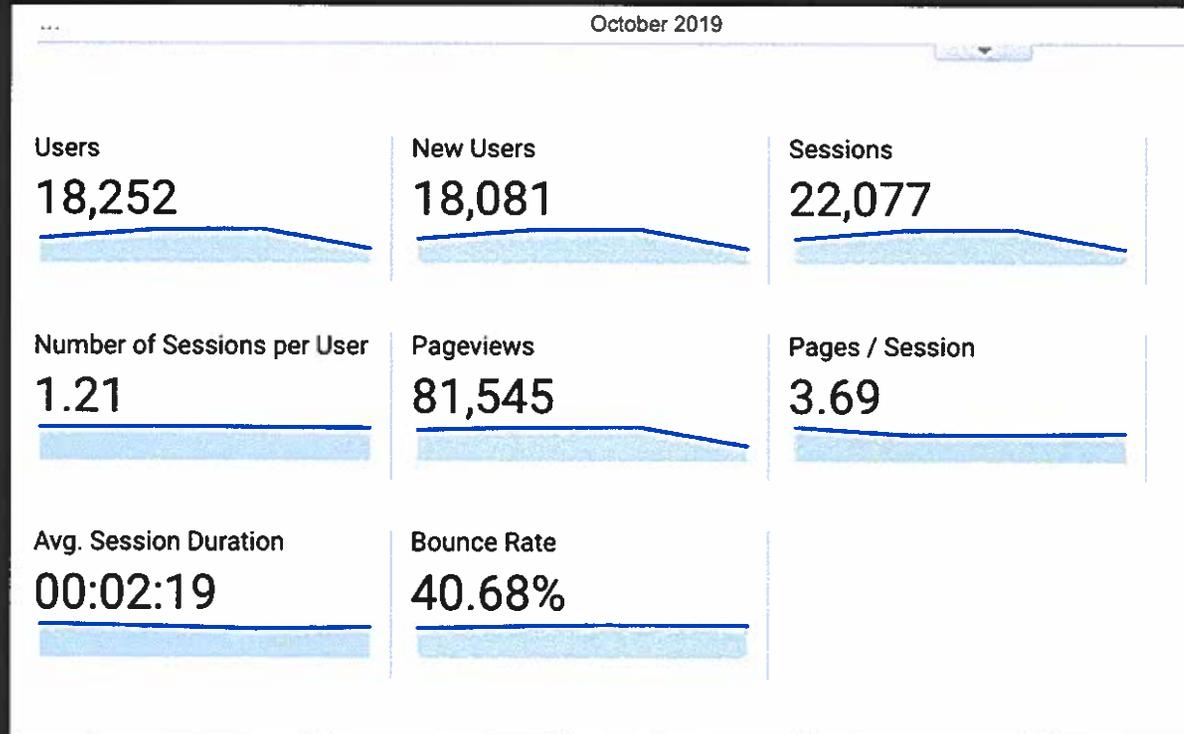
Our Festival of Lights event has been rescheduled for Saturday, December

Friends of the Copper Queen Library Chocolate Tasting

Saturday, February 8th, 2020

Join the Friends of the Library on

WEBSITE STATS



September 2019 - mid December 2019

WEBSITE STATS

	17,332
	% of Total: 94.96% (18,252)
1. Arizona	9,788 (55.68%)
2. California	2,191 (12.46%)
3. Texas	510 (2.90%)
4. Washington	393 (2.24%)
5. Colorado	303 (1.72%)
6. Illinois	298 (1.70%)
7. New York	284 (1.62%)
8. Minnesota	236 (1.34%)
9. Florida	232 (1.32%)
10. New Mexico	229 (1.30%)

	2,191
	% of Total: 12.00% (18,252)
1. Los Angeles	794 (35.88%)
2. San Diego	155 (7.00%)
3. San Francisco	126 (5.69%)
4. Irvine	52 (2.35%)
5. San Jose	48 (2.17%)

	510
	% of Total: 2.79% (18,252)
1. Dallas	105 (20.51%)
2. Austin	59 (11.52%)
3. El Paso	50 (9.77%)
4. Houston	50 (9.77%)
5. San Antonio	28 (5.47%)

WEBSITE STATS

	5,365 % of Total: 29.39% (18,257)
1. queenminetour.com	2,565 (47.07%)
2. msn.com	738 (13.54%)
3. tpc.googlesyndication.com	437 (8.02%)
4. visitarizona.com	416 (7.63%)
5. m.facebook.com	349 (6.40%)
6. bisbeeaz.gov	336 (6.17%)
7. facebook.com	90 (1.65%)
8. l.instagram.com	76 (1.39%)

WEBSITE STATS

1. /		16,689	 20.46%
2. /tours		5,604	 6.87%
3. /whatshappening		5,588	 6.85%
4. /things-to-do		3,712	 4.55%
5. /annual-events		3,433	 4.21%
6. /hotels-motels		3,388	 4.15%
7. /dining-nightlife		3,378	 4.14%
8. /shops		2,334	 2.86%
9. /photo-gallery		2,256	 2.77%
10. /about-bisbee		1,793	 2.20%

SOCIAL MEDIA STATS

Results from Nov 17, 2019 - Dec 14, 2019

Note: Does not include today's data. Insights activity is reported in the Pacific time zone. Ads activity is reported in the time zone of your ad account.

Organic Paid

Actions on Page

November 17 - December 14

10

Total Actions on Page $\Delta 0\%$



Page Views

November 17 - December 14

1,163

Total Page Views $\Delta 52\%$



Page Previews

November 17 - December 14

85

Page Previews $\Delta 112\%$



Page Likes

November 17 - December 14

140

Page Likes $\Delta 7\%$

8058 follows



Post Reach

November 17 - December 14

23,357

People Reached $\Delta 46\%$



Story Reach

November 17 - December 14

Get Story Insights

See stats on how your Page's recent stories have performed.

[Learn More](#)

Recommendations

November 17 - December 14



We have insufficient data to show for the selected time period.

Post Engagement

November 17 - December 14

9,171

Post Engagement $\Delta 47\%$



Videos

November 17 - December 14

1,799

3-Second Video Views $\Delta 61\%$



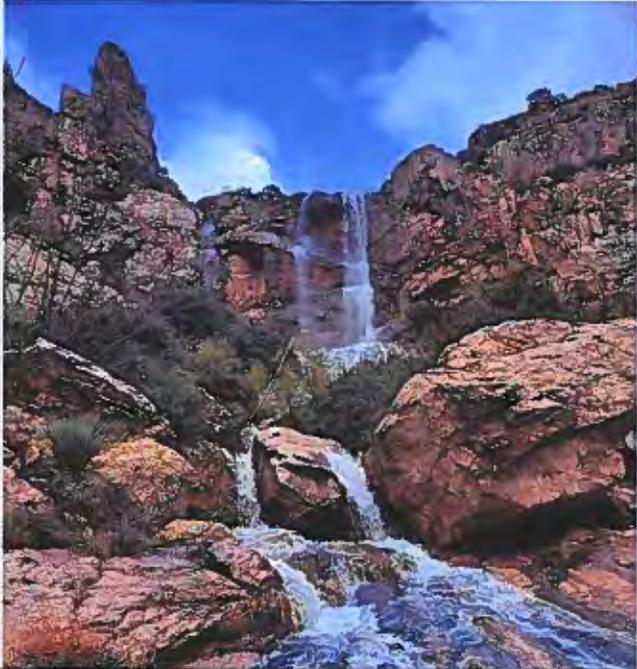
SOCIAL MEDIA STATS

12/04/2019 12:09 PM		Did you know we have a community calendar? Find out what it's like to live like a local and explore the events	 	747		23 15	
12/04/2019 10:31 AM		Our Festival of Lights event has been rescheduled for Saturday, December 14th! Event kicks off at City Park in	 	1.2K		26 53	
12/03/2019 2:37 PM		The winter rains have been keeping these gorgeous waterfalls going through the winter 🍂 Beautiful photo	 	13.7K		800 1.5K	
11/30/2019 12:08 PM		Bisbee won Best Small Town in Arizona from Insider! It's definitely our favorite city in Arizona. Check out the	 	2.6K		184 301	
11/29/2019 1:17 PM		Why bother with the headache of muscling your way through the big box store lines, when you could be	 	6.3K		1.8K 548	
11/25/2019 7:52 AM		Getting some love from our neighbor up North. Thank you @Visit Tucson ☐	 	1.2K		59 69	
11/20/2019 12:09 PM		Will you be having family in town for Thanksgiving Weekend and are looking for something to do with	 	1.6K		73 60	
11/19/2019 12:27 PM		We have some exciting news to share!! Bisbee has been selected as one of the top 10 towns (in the US)	 	3.9K		236 205	

SOCIAL MEDIA STATS

Discover Bisbee Arizona
 Published by IG Bisbee Visitor Center | December 3 at 2:37 PM · 🌐

The winter rains have been keeping these gorgeous waterfalls going through the winter 🍷
 Beautiful photo by @thekirkwood13



Performance for Your Post

13,667 People Reached

1,515 Reactions, Comments & Shares

887 Like	207 On Post	680 On Shares
316 Love	70 On Post	246 On Shares
6 Haha	1 On Post	5 On Shares
45 Wow	11 On Post	34 On Shares
117 Comments	15 On Post	102 On Shares
145 Shares	145 On Post	0 On Shares

800 Post Clicks

147 Photo Views	0 Link Clicks	653 Other Clicks
---------------------------	-------------------------	----------------------------

NEGATIVE FEEDBACK

6 Hide Post	1 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

SOCIAL MEDIA STATS

Verizon 12:29 PM

discoverbisbee 9

89 profile visits in the last 7 days



290 Posts **2,807** Followers **1,267** Following

Bisbee Visitor Center
Travel & Transportation
Bisbee is a quirky, artist town with a rich mining history. Plan your trip today, and come be yourself. #bebisbee
www.discoverbisbee.com/post/keith-kifer-the-blue...
478 Dart Rd - Queen Mine Tour, Bisbee, Arizona

Edit Profile Promotions Contact

+ Views Visit Bisbee...

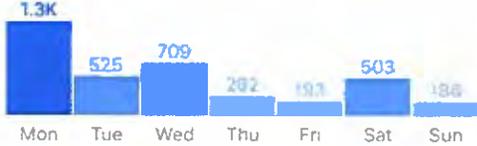



Verizon 12:28 PM

Insights

Content **Activity** Audience

1,967
Accounts reached from
Dec 09 - Dec 15



Day	Accounts Reached
Mon	1.3K
Tue	525
Wed	709
Thu	202
Fri	193
Sat	503
Sun	186

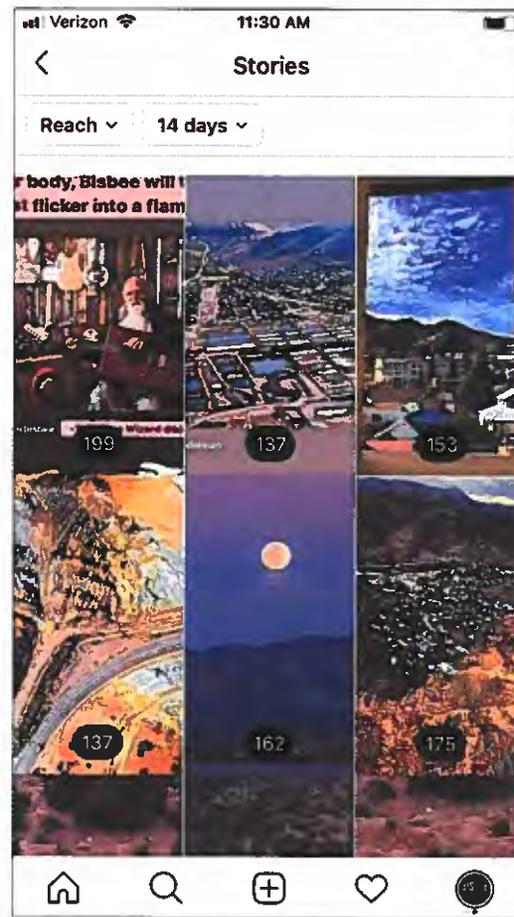
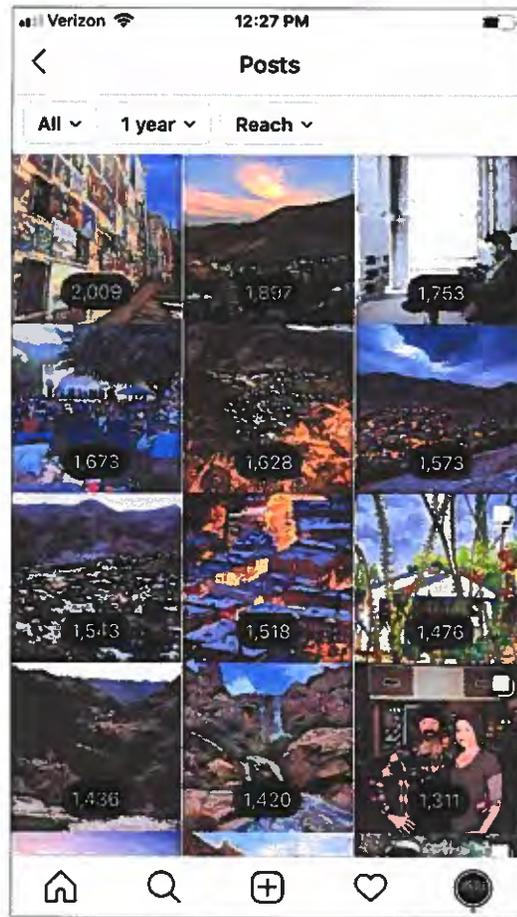
Reach **1,967**
+0 vs Dec 2 - Dec 8

Impressions **4,921**
-3242 vs. Dec 2 - Dec 8

Interactions ⓘ **93**
Actions taken on your account from
Dec 09 - Dec 15

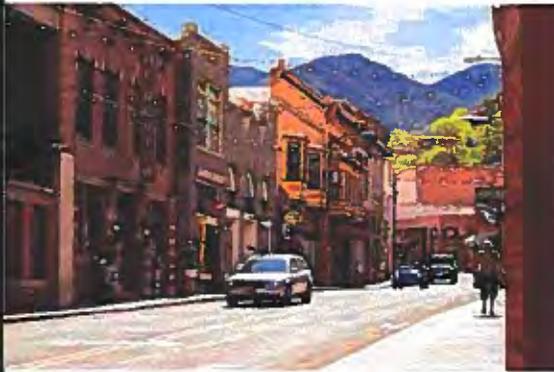


SOCIAL MEDIA STATS





Insider names Bisbee the Best City in Arizona!
Read the story and learn more about what's happening in
Bisbee throughout the month of December.

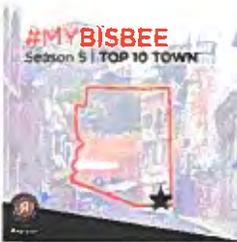


Bisbee, Arizona: Best City in the State

We can't say we're surprised since it's definitely our favorite, but Insider.com agrees that Bisbee is the best city in Arizona. Read the [full story](#) and find out what the best cities around the country are.

Exciting news!!! Bisbee has been chosen as one of the top 10 towns in the US to compete for the Small Business Revolution show. If Bisbee wins first place, the show will come in and invest \$500,000 into six of our businesses.

Stay tuned on **January 14th** as they will announce the Top 5 towns + public voting begins. Help us get Bisbee selected by sharing your stories on our social media pages

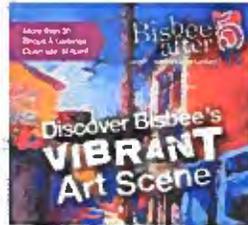


The Blues Wizard and Our Next #BisbeeCreator

"A successful move to Bisbee requires that you have the basics of life handled before your move. If you have an artistic bone in your body, Bisbee will grow that flicker into a flame." ~ Kerth

[Read His Story](#)

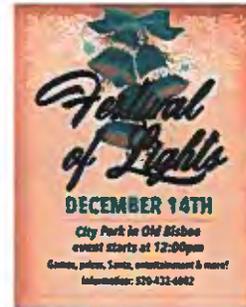
December Events



Join the merchants of [Bisbee After 5](#) on **Saturday December 14th** for our "Handcrafted Holiday" artwalk!

One of the special things about Bisbee is you won't find a big box store. Instead you'll receive a more intimate shopping experience from our independent, locally owned shops and galleries. *Supporting local has never felt so good!*

[Bisbee After 5](#)



Our Festival of Lights event has been rescheduled for Saturday, **December 14th!** Event kicks off at City Park in Old Bisbee at 12:00pm with games, prizes, Santa, entertainment and more. **FREE** and Fun for the entire family!

478 Dart Road,
Bisbee, AZ 85603
520-432-3554

Share Via:



[Check out our website](#)



Delivery Statistics

Your email was sent to **4,358 contacts**. See how they interact with your campaign. [Learn more](#)

3913

DELIVERED

Delivery rate: 90%

1184

OPENED

Open rate: 30%

201

CLICKED

Click rate: 6%

If you just look at metrics across the board, you can get a good idea of how your emails should be performing:

- Your average email open rate should be between 15-25%.
- Your average click-through rate should be about 2.5%.
- Your average click-to-open rate should be between 20-30%.

AOT Rural Marketing Cooperative Grant

(selections awarded for FY 19/20)

City of Bisbee

Digital Selections

Row Labels	Digital Spend (Half Rate)
City of Bisbee	\$28,000.00
Quantcast - Demographics (Baby Boomers + Gen X) - Level 2	\$10,000.00
May, June, August, September	\$10,000.00
Republic Media - Behavioral Targeting (Arizona Travelers) - azcentral.com and/or usatoday.com - Level 2	\$5,000.00
April, August	\$5,000.00
Republic Media - Geotargeted Display Ads - Level 2	\$5,000.00
May, June	\$5,000.00
Trip Advisor - Behavioral Targeting - Arizona Searchers - Level 2	\$4,000.00
October, November	\$4,000.00
Trip Advisor - Geo-Targeted Display Ads - Domestic - Level 2	\$4,000.00
March, April	\$4,000.00
Grand Total	\$28,000.00

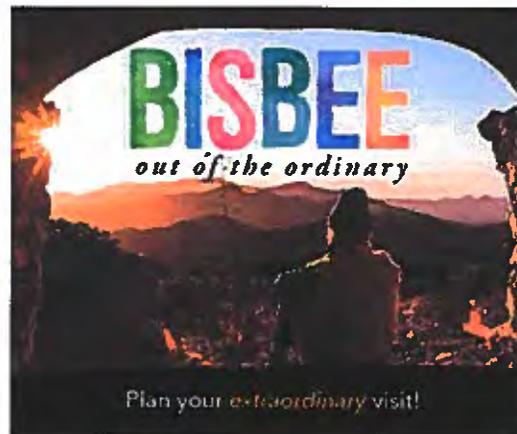
Additional Opportunity Selections

Row Labels	Additional Media Spend (Half Rate)
City of Bisbee	\$0.00
App Listings	\$0.00
Grand Total	\$0.00

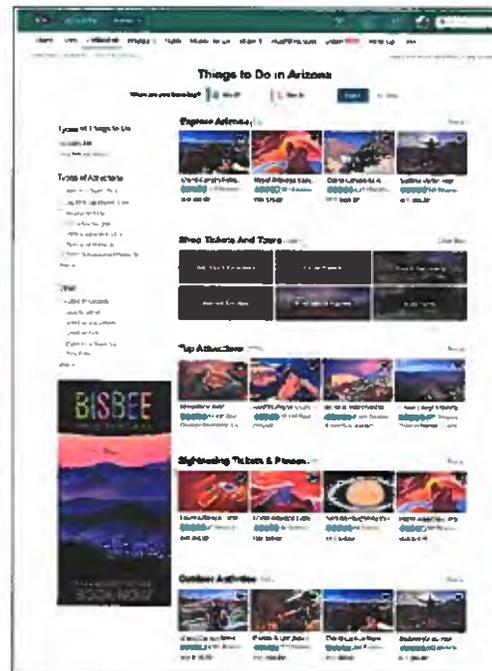
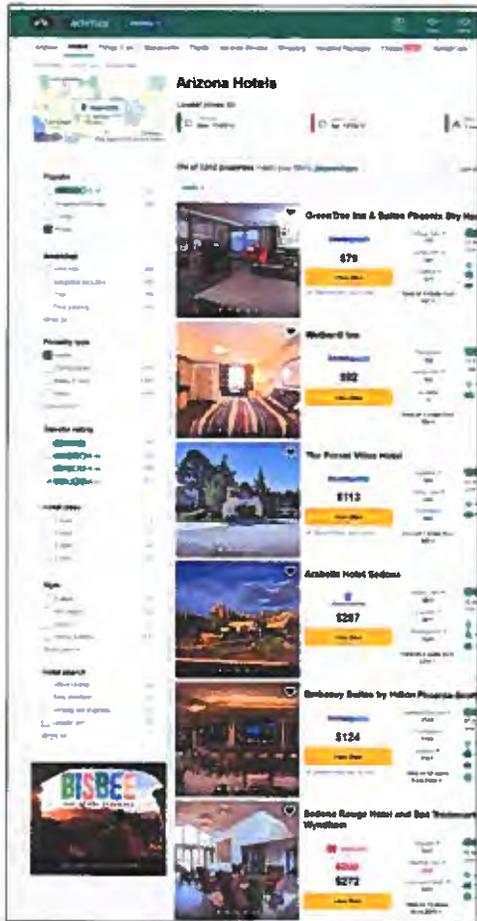
TOTAL SPEND	\$28,000.00
--------------------	--------------------

TripAdvisor Behavioral Targeting Arizona Researchers - Level 2 (October & November 2019) \$8000 campaign / our cost is \$4000

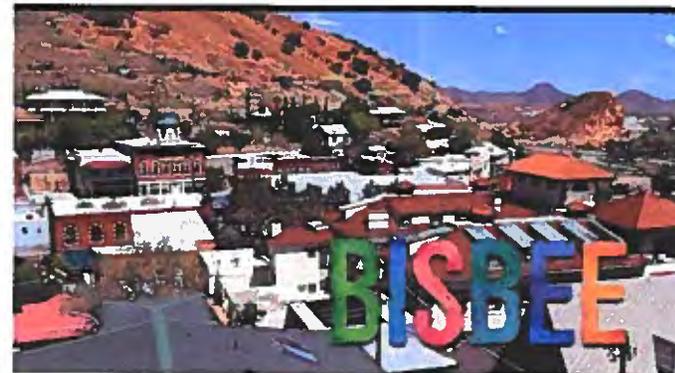
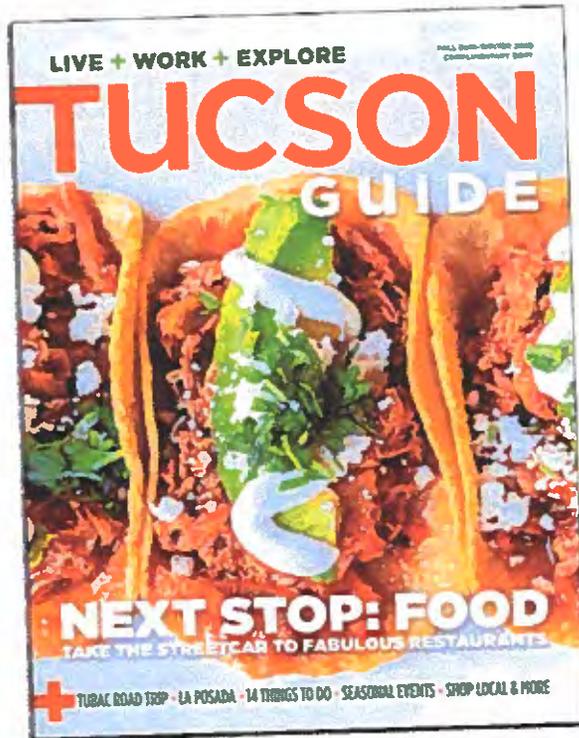
Start Date	End Date	Contracted Impressions	Delivered Primary Impressions	Delivered Primary Clicks	CTR
2019-10-01	2019-11-30	181,818	160,232	361	0.23%
		417,112	160,232	361	0.23%



**Our benchmark is .08%
so you're performing
nearly 3x that!**



ADDITIONAL ADVERTISING



TRAVEL WRITERS / PRESS

- **Michael and Elizabeth Fagin (Seattle)**
- **Teresa Traverse (Phoenix)**
- **Josiah Roe (Journal of Lost Time)**
- **Jennifer Simonson (Bisbee article April 2020 / state wine article)**
- **Nora Trulsson (Arizona's art towns and attractions for AFAR's Arizona travel guide)**

Verizon 12:38 PM

< josiahq ...



4,042 Posts **52K** Followers **1,846** Following

Josiah Q Roe
 Photographer
 Share joy || Director: @graniteandlight Publisher:
 @thejournaloflosttime || Contact:
 josiah@graniteandlight.com
 guides.thejournaloflosttime.com/two-if-by-sea/
 528 Ashbury Street #2, San Francisco, California
 Followed by nick.tort, theoutbound and 11 others

Following Message Contact

Share joy Baja 1 Baja 2 Baja 3 Ba



Verizon 12:38 PM

< josiahq Active 15m ago

November 09, 11:07 PM

Mentioned you in their story

November 12, 1:52 PM

Mentioned you in their story

November 12, 6:02 PM

Mentioned you in their story

November 13, 9:42 PM

Mentioned you in their story

November 15, 8:18 PM

Mentioned you in their story

Message...

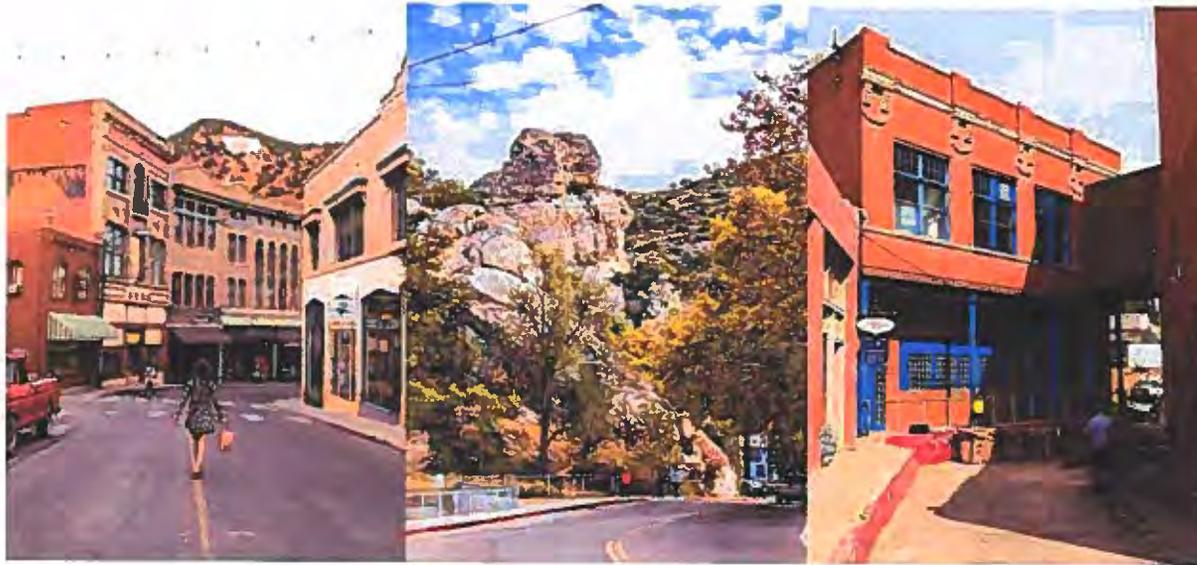


The Journal of
Lost Time

TRAVEL EQUIPMENT

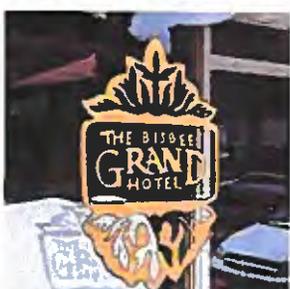
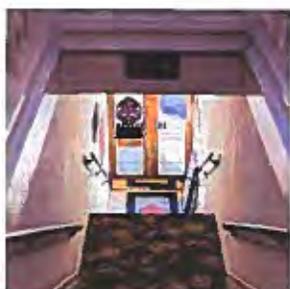
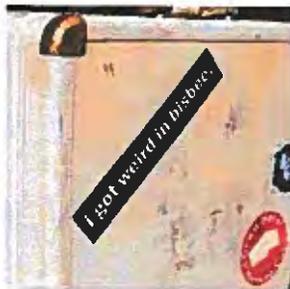
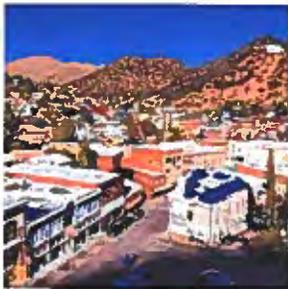
WEIRD WILD WEST

NOVEMBER 22, 2019

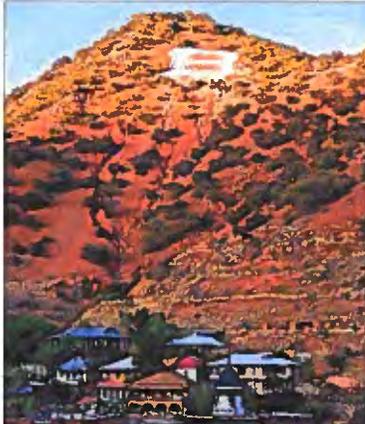


When copper was discovered in the Mule Mountains, rapid development led the town swelling to over 20,000 people by the end of the 19th century, making it one of the fastest growing towns between St. Louis and San Francisco.









From top: Chubbashun P&B (aka B Humming) in Bisbee, the owner of Optimo Custom Harworks; the Bisbee Mining & Historical Museum.



FROM TOP: PHOTOS BY GARY IZEL; COURTESY OF OPTIMO CUSTOM HARWORKS; COURTESY OF BISBEE MINING & HISTORICAL MUSEUM

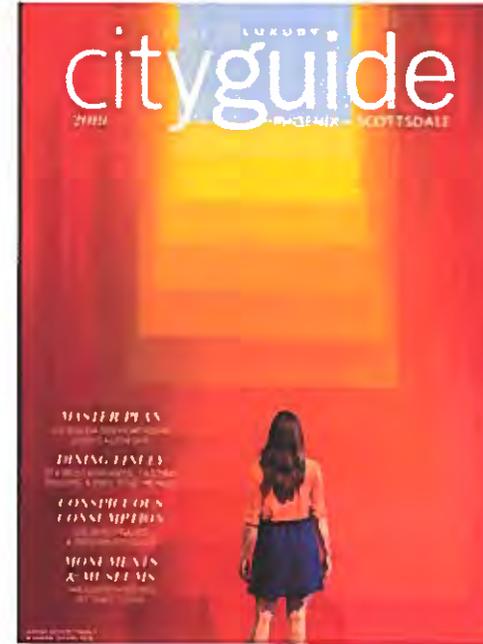
BISBEE

Located about two hours from Tucson in Southeast Arizona, Bisbee is a former mining town turned artistic enclave nestled in the Mule Mountains. Find hip boutiques, a happening downtown, museums, steep staircases to climb and a plethora of fascinating historical sites throughout this mountain town. *207 miles from Phoenix.* discoverbisbee.com

SEE Former miners lead tours of the now-shuttered Copper Queen Mine (queenminetour.com). Don a headlamp before you board a mine railway car and head 1,500 feet inside. Learn about this town's colorful history at the Bisbee Mining & Historical Museum (bisbeemuseum.org). Climb Bisbee's steep stairs to check out gorgeous town views and spot colorful murals. Slightly farther down state Route 80, the former open copper pit mine Lavender Pit is worth a quick stop for photos, as is the ghost town, Lowell. Anticipate endless Instagram-worthy photo opportunities all along Eric Street, including abandoned storefronts like a Harley Davidson repair shop.

EAT Considered to be one of the top pizza shops in Arizona, Screaming Banshee Pizza (screamingbansheepizza.net) slings noteworthy wood-fired pies in an old gas station. Founded in 1902, St. Elmo Bar (st-elmo-bar.business.site) is thought to be the oldest continuously operating bar in the Grand Canyon State. Ladle a steaming hot bowl of Vietnamese pho at Thuy's Noodle Shop (facebook.com/thuynoodleshop). Enjoy locally sourced, New American cuisine Cafe Roka (caferoka.com).

SHOP Downtown Bisbee is chock-full of colorful shops. Find custom old-world-style hats at Optimo Custom Harworks (optimoharworks.com). Inhale and smell the handcrafted bath products like the desert-specific Ceresote at Bisbee Soap & Sundry (bisbeesoapsundry.com). Purchase unique jewelry showcasing Bisbee's signature blue and green turquoise at Gloria's Jewelry (gloriasbisbeejewelry.com). *TKT*



Modern Luxury Scottsdale City Guide Winter 2020

by Teresa Traverse



THE heart OF wine country

Returning to Napa + Sonoma 28

BEST OF ARIZONA

The wild, wild West

BY [unreadable]

Arizona's rugged landscape is a mix of desert and mountains, offering a unique blend of natural beauty and outdoor recreation. From the vast, open plains to the towering, rocky peaks, the state is a treasure trove of scenic views and adventure opportunities.

The state's diverse geography is a result of its location at the intersection of several major tectonic plates. This has created a landscape of dramatic contrasts, from the arid, sun-drenched deserts to the lush, green mountain forests.

Whether you're looking for a quiet retreat in a small town or a thrilling adventure in the wilderness, Arizona has something for everyone. The state's rich history and culture are also reflected in its architecture, art, and cuisine.



Copper country

BY [unreadable]

Copper country in Arizona is a region of rich history and natural beauty. The area is known for its mining heritage and the stunning views of the rugged mountains. The copper mines have shaped the region's economy and culture for over a century.

The landscape is a mix of desert and mountain, with a variety of wildlife and plant life. The area is also home to several small towns and communities that have thrived on the mining industry.

Whether you're a history buff or a nature lover, Copper country offers a unique experience. The area's rich history and natural beauty make it a must-visit destination for anyone interested in the American West.



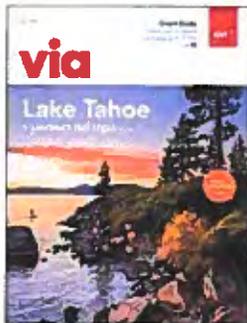
Relax on the coast

BY [unreadable]

The coast of California is a beautiful and diverse region, offering a wide range of experiences. From the sandy beaches and ocean views to the charming towns and vibrant culture, the coast is a true gem of the state.

The coastline is a mix of rugged cliffs and soft sand, with a variety of wildlife and plant life. The area is also home to several small towns and communities that have thrived on the tourism industry.

Whether you're looking for a quiet retreat or a thrilling adventure, the coast has something for everyone. The area's rich history and natural beauty make it a must-visit destination for anyone interested in California.



Via magazine

RATE BASE
2,900,000

TOTAL READERS
6,380,000

CIRCULATION REGION

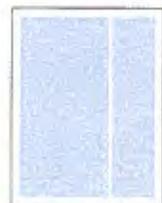
Northern California
Arizona
Nevada
Utah
Montana
Wyoming
Alaska

	1x	2x	4x
4 COLOR			
Full Page	\$42,850	\$40,710	\$38,560
2/3 Page	31,620	30,040	28,450
1/2 Page	24,840	23,600	22,350
1/3 Page	16,930	16,090	15,240
B&W			
Full Page	\$33,760	\$32,070	\$30,380
2/3 Page	25,280	24,010	22,760
1/2 Page	19,970	18,970	17,970
1/3 Page	13,510	12,830	

Trim size: 8" x 10.5"
Bleed size: 8.25" x 10.75"



Full Page
7" x 9.5"



2/3 Page Vertical
4.625" w x 9.5" h

DIGITAL REQUIREMENTS

High resolution PDF files are preferred. Email file to:
natasha.alcala@norcal.aaa.com

Include all fonts and high resolution images with a list of fonts and graphics.

Resolution should be 300 dpi at 100% finished size. All 4-color images should be supplied CYMK.

PROOF REQUIREMENTS

Laser prints are acceptable.

CONTACT INFORMATION

All ads sent must include a client

Circulation & Demographics



Via delivers
6.38 million readers 
in the West



Circulation Breakdown

Northern California	2,268,000
Arizona	80,297
Nevada	241,089
Utah	124,862
Montana	73,606
Wyoming	24,439
Alaska	16,327



Reach: 1 out of 2 households in Northern California



\$111,800
Average income

[57% higher than the U.S. average]



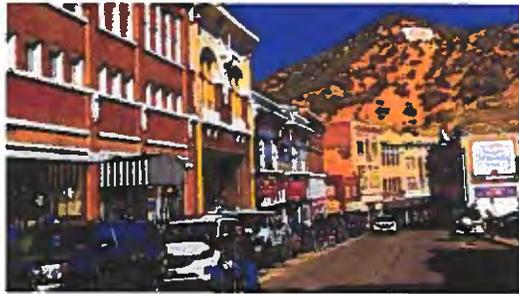
69%
Homeowners

Average home value
\$633,400

[34% higher than the U.S. average]

TODAY ONLY
Try lightning-fast, ad-free news

azcentral. LOCAL SPORTS THINGS TO DO BUS



■ FOR SUBSCRIBERS

Arizona's best main streets: 5 walkable downtowns you should visit

📷 Photos: Arizona's best main streets

- Never hiked the Goldfield Mountains? Try this route
- Arizona is getting a new mountain getaway option

Best Small Town in Every State

INSIDER

ARIZONA: Bisbee



Bisbee is located in the Mule Mountains. D.J. Wednesday / Shutterstock

Population: 5,209

Bisbee sits about 90 miles southeast of Tucson in the Mule Mountains. Nestled in the valley of mountains, this artistic community exudes a free spirit and relaxed vibes. The artsy community also has a historic downtown that is a monument to the 20th century. Bisbee draws tourists who are interested in history, music, museums, antiques, and especially art.

SMALL BUSINESS REVOLUTION



[BLOG](#) [HOW IT STARTED](#) [SHOP](#)

[WATCH THE SHOW](#) [SMALL BUSINESS RESOURCES](#) [SEE MORE STORIES](#)

[WHO WILL WIN SEASON 5?](#) → [MEET THE TOP 10](#)



[LEARN MORE ABOUT THE TOP 10](#)

Here's a look at what's to come:

- Early-December: Small Business Revolution team from Deluxe visits towns on the Top 10 Tour
- Mid-January: Top 5 towns announced; voting opens
- Late-January: Winning town announced
- February-May: Business applications open; Small Business Revolution team from Deluxe selects the businesses and gets to work!

***** JANUARY 14TH! *****

SMALL BUSINESS REVOLUTION

The Small Business Revolution
@smallbizrev

Home
About
Photos
Events
Videos
Posts
Community
Create a Page

The Small Business Revolution
December 5 at 9:29 AM

Hi Discover Bisbee Arizona! 🌟 It's your turn to tell us all about the wonderful small businesses in your community! Make sure to tag them in the comments below! #MyBisbee bit.ly/Season5Top10

BISBEE, AZ
2019 | TOP 10 TOWN

#MYBISBEE

Rachael Hudson, Sonia Allen and 15 others · 16 Comments 10 Shares

Like Comment Share

View 11 more comments Oldest

Community See All

Invite your friends to like this Page

276,830 people like this

278,744 people follow this

Kara Peters and 5 other friends like this

About See All

Send Message

www.smallbusinessrevolution.org

Community · Brand

Suggest Edits

Page Transparency See More

Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.

Confirmed Page Owner: DELUXE CORPORATION

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

Privacy · Terms · Advertising · Ad Choices · Cookies · More · Facebook © 2019

SMALL BUSINESS REVOLUTION

BISBEE, AZ
2019 | TOP 10 TOWN

#MYBISBEE

SMALL BUSINESS REVOLUTION
DELUXE

The Small Business Revolution
December 5

Hi Discover Bisbee Arizona! 🌟 It's your turn to tell us all about the wonderful small businesses in your community! Make sure to tag them in the comments below! #MyBisbee bit.ly/Season5Top10

17 16 Comments
10 Shares

Like Comment Share

Oldest

View 7 more comments

Katie Kenney POCO is by far my favorite place to eat on the weekends. Thuy's Noodle Shop is also delicious. My favorite is to just walk around Old Bisbee and find locally made products. Raven Wing Beauty makes amazing lotion butter bars that I love. Bathtub Coffee has fun games in a small back room. Stock Exchange Saloon and Grill for a great beer and delicious veggie burger. Wow...I can really go on and on haha

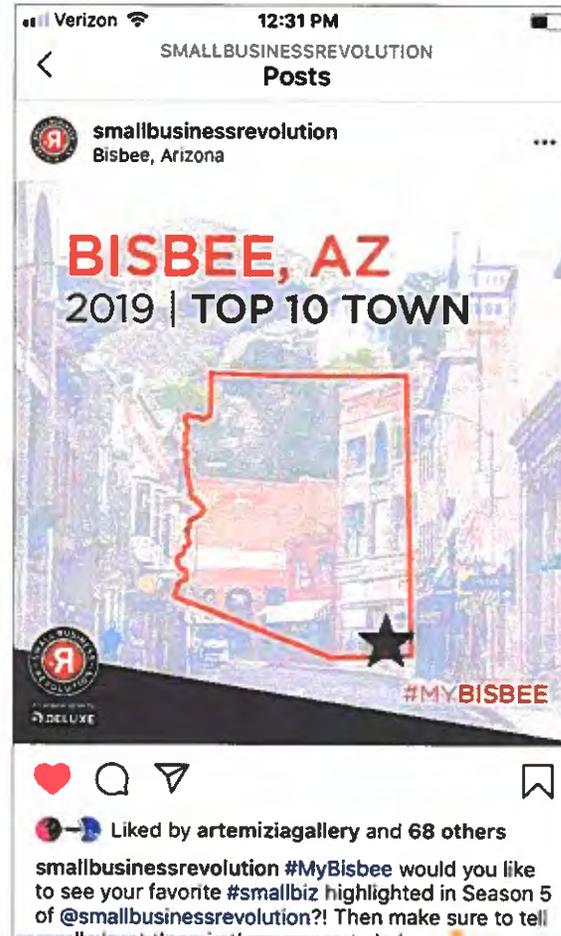
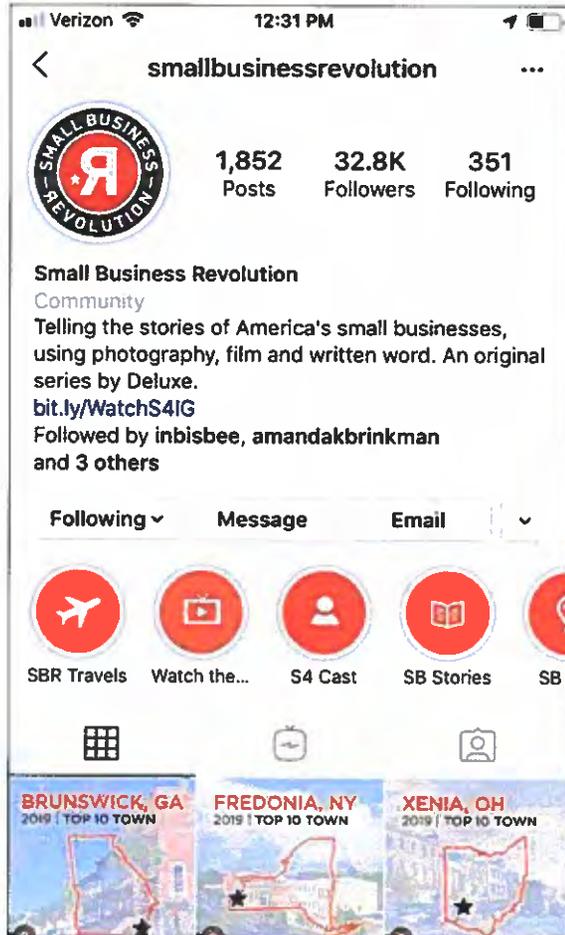
Like Reply 1w

Kara Peters I opened up a shop in old Bisbee almost 7 years ago with nothing but a dream and a couple dollars. It's a wonderful place to operate business and better yet, call home. For real, people pay big bucks to vacation here! The town itself is adorable and the people are all so creative and individualistic. It's an inspiring place to be. #mybisbee #shopthesheep #blacksheepimports

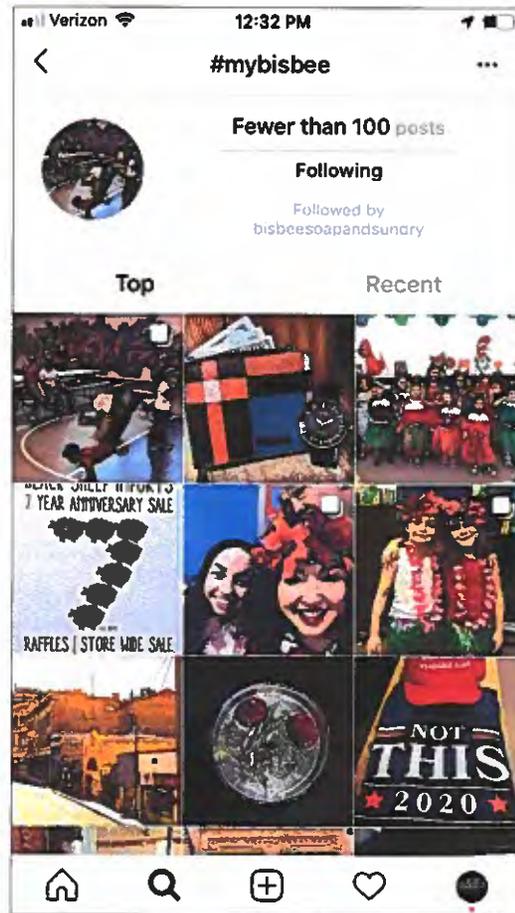
Like Reply 1w

Write a comment...

SMALL BUSINESS REVOLUTION



SMALL BUSINESS REVOLUTION



#myBisbee

JANUARY 14TH!

LET'S WIN THIS!!

THANK YOU!



dogcatmousemedia.com



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: January 7, 2020

Regular Special

DATE ACTION SUBMITTED: <u>December 16, 2019</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE RESIGNATION OF SUSAN MATHEWS FROM THE LIBRARY ADVISORY BOARD	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the resignation of Susan Mathews from the Library Advisory Board.

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor

From: [Susan Mathews](#)
To: [Nina Williams](#)
Subject: Re: Library Advisory Board
Date: Wednesday, January 15, 2020 4:56:42 PM

Dear Ms. Williams,
I will be moving away. Thank you for the opportunity to serve on the Library Advisory Board.
Best,
Susan Mathews



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 6, 2020</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE APPOINTMENT OF YVETTE PONTE TO THE DESIGN REVIEW BOARD	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Reappointment

PROPOSED MOTION: I move to approve the appointment of Yvette Ponte to the Design Review Board.

DISCUSSION:

Ms. Ponte has submitted her application for appointment to the Design Review Board.

If approved, Ms. Ponte will serve on the Board from January 22, 2020 to January 15, 2023.

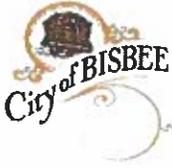
FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

RECEIVED

OK

Date of Application: 1/6/20

JAN 07 2020
City Clerk's Office
City of Bisbee

* Board interested to serve:

- Checkboxes for various committees: Airport Advisory Committee, Board of Appeals, Committee on Disability Issues, Employee Council, Judicial Selection Committee, Parks and Recreation Committee, Public Safety Retirement Board, Youth Council, Bisbee Arts Commission, Charter Review Committee, Community Sustainability Commission, Evergreen Cemetery Committee, Library Advisory Board, Planning and Zoning Commission, Streets and Infrastructure Committee, Board of Adjustment, Civil Service Commission, Design Review Board, iBisbee Committee, Municipal Property Corporation, Police and Fire Advisory Committee, Transit Advisory Committee.

* Complete One (1) Application for each Board / Commission you wish to serve.

Handwritten application details: Last Name: Ponte, First Name: Yvette, Middle Initial: A, Mailing Address: [Redacted], City: Bisbee, State: AZ, Zip Code: 85603, Residential Street Address: [Redacted], Telephone Number(s): [Redacted], Email Address: [Redacted]

* I have been a resident of Bisbee for 2+ years * Are you currently on any Boards? NO
*(Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates Employed):
Education: BSc Recreation Management & Tourism, ASU, Pub Programs
Employment: Meeting/Incentive Planner, Travel Director, Skibbing Agency
Experience Detail - See Attached RESUME

Please provide a brief summary of Civic/Volunteer Experience:
Volunteered locally - promote Bisbee & local venues/events such as BATS-B etc.
Firewise Bisbee - May 2019

Other Background Information Relevant to Serving in this Position:

Native of Arizona, International Travel in tourism capacity allowed me to gain knowledge of "sister cities" and related international architecture as also seen here in Bisbee

I am qualified and interested in serving on this Board because:

I am familiar with Bisbee history, embedded in community, have been on similar boards/committees both at ASU & Corporate level. I am interested in assisting with the historical preservation of the destruction.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain: _____

WAIVER REQUEST (if Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

N/A _____ Residency Requirement (Bisbee Resident for less than 1 year)
_____ Length of Service (I have served _____ terms)
_____ Number of Commission Memberships currently served. I also serve on the:

I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: [Signature] Date: 1/7/2020

When complete, please return to:
City Clerk Office 915 S. Tovreaville Road, Bisbee, AZ 85603 #4601
P.O. Box 4601, Bisbee, AZ 85603

E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov

Yvette A. Ponté



PROFILE

- **PLANNER:** 26 years experience as Meeting & Event Planner of corporate incentive travel programs, meetings and events ranging in size from 60-5000 attendees. Areas of expertise: VIP's, Food & Beverage, Meetings, Hospitality Desk, Transportation, Rooms, and Activities & Tours.
- **EDUCATOR** 3 Years teaching at the University Level: Instructional Specialist Senior, ASU, Tourism Department, Public Programs. Areas of Expertise: International Travel & Tourism, Internship Supervisor
- **ENTREPRENEUR:** 17 years as owner operator of a Nationwide Event Staffing Agency. Areas of Expertise: Sales, Customer Service, Staff Management Accounts Receivable.

EXPERIENCE TIMELINE

- 1992-1994 Sales Assist Phoenician Resort Golf Shop / Pursue Bachelors Degree in Tourism ASU.
- 1994 –1999 Re-located from Phoenix Arizona to London England. Secured Group Travel Internship followed by a full time Account Executive Position with Maritz Travel UK.
- 1995-1998 International Travel on behalf of Corporate Clients to operate Incentive programs, meetings and conferences. Nortel, IBM, Mobil Oil.
- 1998-1999 Re-located to Barcelona Spain, consultant to a DMC for inbound British groups.
- 1999-2002 Return to USA, Phoenix Arizona. Freelancer / Independent Contractor for USMotivation, ADI Meetings & Incentives, Madison Performance Group, Galactic Meetings & Events & Maritz US/UK.
- 2002-2005 Arizona State University – Internship Coordinator Tourism Department & Freelance TD.
- 2003-2020 Wingteam LLC, Owner Operator of Travel Directing & Staffing Services Agency
- 2006-2020 Wingteam LLC – Exclusive staffing agency for CSR Team Building Companies, Destination Management Companies, Incentive Firms, and Fortune 1000 companies Nationwide.

CAREER HISTORY

2003-2012 Wingteam LLC

- Awarded the BMW ride and Drive Contract in 2006, 2 weeks, Fairmont Princess 20 staff per day/eve
- Awarded the Super Bowl XLII contract in 2008 – 176 staff from November – March
- Maintain a consistent business with approx. 3000 placements per year and assistance to over 35 core clients with repeat business.
- General: Recruit, hire, manage and motivate event staff for local and national corporate accounts
- Schedule and coordinate on-site logistics and workflow
- Provide feedback to clients and staff, trouble shoot



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 6, 2020</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/> FORMAL ACTION <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE APPOINTMENT OF BRIAN HOPE TO THE APPEALS BOARD FOR THE PROPERTY MAINTENANCE CODE	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Reappointment

PROPOSED MOTION: I move to approve the appointment of Brian Hope to the Appeals Board for the Property Maintenance Code.

DISCUSSION:

Mr. Hope has submitted his application for appointment to the Appeals Board for the Property Maintenance Code.

If approved, Mr. Hope will serve on the Board from January 22, 2020 to January 15, 2023.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE **RECEIVED**

JAN 06 2020

Date of Application: 01/03/2020

City Clerk's Office
City of Bisbee

*** Board interested to serve:**

- | | | |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Committee | <input type="checkbox"/> Bisbee Arts Commission | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Charter Review Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission | <input type="checkbox"/> Design Review Board |
| <input type="checkbox"/> Employee Council | <input type="checkbox"/> Evergreen Cemetery Committee | <input checked="" type="checkbox"/> Appeals Board for the Property Maintenance Code |
| <input type="checkbox"/> Judicial Selection Committee | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Municipal Property Corporation |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee |
| <input type="checkbox"/> Youth Council | | |

*** Complete One (1) Application for each Board / Commission you wish to serve.**

Hope	Brian	R
Last Name	First Name	Middle Initial
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Mailing Address	Number	Street
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
		Bisbee
		City
		State
		Zip Code
		AZ
		85603
Residential Street Address:	<u>[REDACTED]</u>	
Telephone Number(s):	<u>[REDACTED]</u>	
Email Address:	<u>[REDACTED]</u>	

* I have been a resident of Bisbee for 20 years * Are you currently on any Boards? No
**(Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)*

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates

Employed): BA, HRM

AA, CADD, emphasis in architecture

Owner, Hope CGI [architectural drafting & design studio]

Please provide a brief summary of Civic/Volunteer Experience:

Draftsman for Women & Childrens Hope Foundation [Haiti construction projects]

Other Background Information Relevant to Serving in this Position:

Experienced in ground-up construction; remodelling and renovation of historic structures.

Familiar with Bisbee City & Zoning Codes, Cochise County Zoning & Health Codes, ICC building codes.

I am qualified and interested in serving on this Board because:

I currently work in the AEC field and am concerned about the architectural integrity of this city's structures.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain: _____

WAIVER REQUEST (If Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

- _____ Residency Requirement (Bisbee Resident for less than 1 year)
- _____ Length of Service (I have served _____ terms)
- _____ Number of Commission Memberships currently served. I also serve on the: _____

I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: 

Date: 01/03/2020

When complete, please return to:
City Clerk Office 915 S. Tovreaville Road, Bisbee, AZ 85603 #4601
P.O. Box 4601, Bisbee, AZ 85603

E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: January 14, 2020.

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE APPOINTMENT OF MACKINLEY GREENE TO THE YOUTH COUNCIL

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the appointment of Mackinley Greene to the Youth Council.

DISCUSSION:

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



YOUTH COUNCIL MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 1/10/20

Greene Mackinley J.
 Last Name First Name Middle Initial
 [Redacted] Bisbee Arizona 85603
 Mailing Address Number Street City State Zip Code

Residential Street Address: [Redacted]

Telephone Number(s): [Redacted]

Email Address: [Redacted]

Grade: 7 Age: 12

Parent/ Guardian Contact Information: [Redacted]

* I have been a resident of Bisbee for 7 years

Please provide a brief summary of your Volunteer Efforts:

CUB SCOUTS,

Please list your school activities you are involved in:

NEWS PAPER CLUB

Why are you interested in serving on the Youth Council:

So we can make Bisbee funner

What Youth Projects are important to you:

in door sky diving Better Public restrooms

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain:

WAIVER REQUEST (If Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

Residency Requirement (Bisbee Resident for less than 1 year)
 Age Waiver

I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: Mex. En Date: 11/9/20

When complete, please return to:
City Clerk Office 1415 Melody Lane Bldg. G, Bisbee, AZ 85603

E-mail:
acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: January 14, 2020.

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE APPOINTMENT OF REECE ECHAVE TO THE YOUTH COUNCIL

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the appointment of Reece Echave to the Youth Council.

DISCUSSION:

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



YOUTH COUNCIL MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 1/10/20

Echave Reece A.
Last Name First Name Middle Initial

[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
Mailing Address Number Street City State Zip Code

Residential Street Address: [Redacted]

Telephone Number(s): [Redacted]

Email Address: [Redacted]

Grade: 7th Age: [Redacted]

Parent/ Guardian Contact Information: [Redacted]

* I have been a resident of Bisbee for 13 years

Please provide a brief summary of your Volunteer Efforts:

~~I have been on the youth council a great team with~~
~~community action community service, lunch~~
sewing,

Please list your school activities you are involved in:

wrestling, chess, Kiwanaw builders club, track, cross
country



Why are you interested in serving on the Youth Council:

I would like to make bisbee a more exciting place for kids and young adults.

What Youth Projects are important to you:

Sports, Rock climbing, Indoor skydiving.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain:

WAIVER REQUEST (If Applicable):

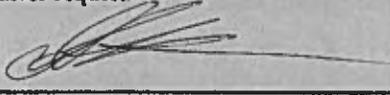
I am requesting that the following rule(s) be waived in order to serve on the Commission:

- Residency Requirement (Bisbee Resident for less than 1 year)
- Age Waiver

I am requesting this/these waivers for the following reasons for consideration:

WAIVER FOR BEING OUTSIDE CITY LIMITS

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: 

Date: 1/10/20

When complete, please return to:
City Clerk Office 1415 Melody Lane Bldg. G, Bisbee, AZ 85603

E-mail:
acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 14, 2020.</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE APPOINTMENT OF ASHLEY ECHAVE TO THE YOUTH COUNCIL	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the appointment of Ashley Echave to the Youth Council.

DISCUSSION:

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



YOUTH COUNCIL MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 1/10/20

echave Ashley lanora
 Last Name First Name Middle Initial
 [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
 Mailing Address Number Street City State Zip Code

Residential Street Address: _____

Telephone Number(s) [Redacted]

Email Address: I don't know.

Grade: 7th Age: [Redacted]

Parent/ Guardian Contact Information: [Redacted]

* I have been a resident of Bisbee for 13 years

Please provide a brief summary of your Volunteer Efforts:
Community service.

Please list your school activities you are involved in:
many S.S., band, math practice, lunch, film studies, Reading, science, writing

Why are you interested in serving on the Youth Council:

I want to help the community

What Youth Projects are important to you:

Raising money for Animal Shelter or Homeless Shelter for food.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain:

WAIVER REQUEST (If Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

- Residency Requirement (Bisbee Resident for less than 1 year)
- Age Waiver

I am requesting this/these waivers for the following reasons for consideration:

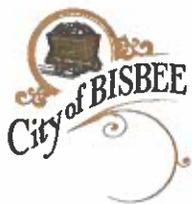
OUTSIDE CITY LIMITS - RESIDENCE

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: Ashley Echave Date: 1/10/20

When complete, please return to:
City Clerk Office 1415 Melody Lane Bldg. G, Bisbee, AZ 85603

E-mail:
acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 15, 2020</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE APPOINTMENT OF SANDY HEUSMAN TO THE PLANNING AND ZONING COMMISSION	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Reappointment

PROPOSED MOTION: I move to approve the appointment of Sandy Heusman to the Planning and Zoning Commission

DISCUSSION:

Ms. Heusman has submitted her application for appointment to the Planning and Zoning Commission.

If approved, Ms. Heusman will serve on the Board from January 22, 2020 to January 15, 2023.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: January 9, 2020

*** Board interested to serve:**

- | | | |
|---|--|---|
| <input type="checkbox"/> Airport Advisory Committee | <input type="checkbox"/> Bisbee Arts Commission | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Charter Review Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission | <input type="checkbox"/> Design Review Board |
| <input type="checkbox"/> Employee Council | <input type="checkbox"/> Evergreen Cemetery Committee | <input type="checkbox"/> iBisbee Committee |
| <input type="checkbox"/> Judicial Selection Committee | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Municipal Property Corporation |
| <input type="checkbox"/> Parks and Recreation Committee | <input checked="" type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee |
| <input type="checkbox"/> Youth Council | | |

** Complete One (1) Application for each Board / Commission you wish to serve.*

Heusman Sandy

Last Name First Name Middle Initial

[REDACTED]

Mailing Address Number Street City State Zip Code

Residential Street Address: [REDACTED]

Telephone Number(s): [REDACTED]

Email Address: [REDACTED]

* I have been a resident of Bisbee for 7-1/2 years * Are you currently on any Boards? no

**(Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)*

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates Employed):

Currently retired

Approx. 1991 - 2004 Director of Purchasing, Boulder Valley School District, Boulder, CO

Approx. 1978 -1991 Supv. of Purchasing & Warehouse, Adams Co. School District, Westminster, CO

Miscellaneous college classes. Lifetime C.P.M. (Certified Purchasing Manager)

Please provide a brief summary of Civic/Volunteer Experience:

Current volunteering: Bisbee Mining & Historical Museum, Gimme Shelter, FSPR Fairbank Schoolhouse Visitor Center, lead FSPR history walk, and various special events in town

Previous volunteering: Town of Nederland CO Parks & Rec committee, Director of Town of Nederland Visitor Center, Boulder Co. Safehouse Victims' Advocate



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 6, 2020</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE REAPPOINTMENT OF PETER GAFFER TO THE DESIGN REVIEW BOARD	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Reappointment

PROPOSED MOTION: I move to approve the Reappointment of Peter Gaffer to the Design Review Board.

DISCUSSION:

Mr. Gaffer has submitted his application for Reappointment to the Design Review Board.

If approved, Mr. Gaffer will serve on the Board from January 22, 2020 to January 15, 2023.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



Reappointment

RECEIVED

JAN 06 2020

BOARD / COMMISSION MEMBERSHIP APPLICATION

City Clerk's Office
City of Bisbee

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 1.2.2020

*** Board interested to serve:**

- | | | |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Committee | <input type="checkbox"/> Bisbee Arts Commission | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Charter Review Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission | <input checked="" type="checkbox"/> Design Review Board |
| <input type="checkbox"/> Employee Council | <input type="checkbox"/> Evergreen Cemetery Committee | <input type="checkbox"/> iBisbee Committee |
| <input type="checkbox"/> Judicial Selection Committee | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Municipal Property Corporation |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee |
| <input type="checkbox"/> Youth Council | | |

** Complete One (1) Application for each Board / Commission you wish to serve.*

GAFFER

PETER

F

Last Name

First Name

Middle Initial

Mailing Address

Number

Street

City

State

Zip Code

Residential Street Address:

Telephone Number(s):

Email Address:

* I have been a resident of Bisbee for 3 years * Are you currently on any Boards? YES

**(Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)*

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates

Employed): 1969 BSc. Civil Engineering, University of Birmingham, UK; Chartered Engineer, U.K.

• Professional Engineer (P.E.) PA, TX, NY • 1969-75 Graduate Engineer, London Transport, U.K

• 1975-79 Design Engineer Gibbs Hill, NY • 1979-1989 Project Manager Morrison Knudsen PA

• 1989-2008 Vice President Engineering, SYSTRA Consulting, Philadelphia

• 2008 - Present Consultant, Burns Engineering Philadelphia

Please provide a brief summary of Civic/Volunteer Experience:

• Member Sustainability Commission, City of Bisbee

• Member Design Review Board, City of Bisbee

• Volunteer Step-Up Bisbee • Volunteer Old Bisbee Firewise

• Volunteer Habitat for Humanity, Phoenixville PA • Member Trash Deposed Task Force, W. Vincent PA

• Board member, March of Dimes Annual Fund Raiser, Philadelphia

Other Background Information Relevant to Serving in this Position:

• Property owner in Old Bisbee since 2002 • Designed and built two new houses in Old Bisbee which meet DRB guidelines • Restored/modified two additional properties in Old Bisbee • In my professional life I have performed feasibility studies, authored technical reports and papers, and prepared specifications for construction of public facilities

I am qualified and interested in serving on this Board because:

• I am a Professional Engineer with expertise in planning, design and construction of urban facilities. • I have hands-on experience in design and restoration of residential property in Old Bisbee. • I have understanding and appreciation of the guidelines established for the historic district and of the goals of the City to retain its historic character.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain: _____

WAIVER REQUEST (if Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

- Residency Requirement (Bisbee Resident for less than 1 year)
- Length of Service (I have served one terms)
- Number of Commission Memberships currently served. I also serve on the: Community Sustainability Commission

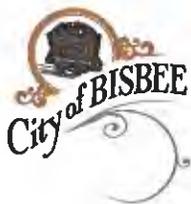
I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature:  Date: 1.2.2020

When complete, please return to:
City Clerk Office 915 S. Tovreaville Road, Bisbee, AZ 85603 #4601
P.O. Box 4601, Bisbee, AZ 85603

E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 6, 2020</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE REAPPOINTMENT OF PETER GAFFER TO THE COMMUNITY SUSTAINABILITY COMMISSION	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Reappointment

PROPOSED MOTION: I move to approve the Reappointment of Peter Gaffer to the Community Sustainability Commission.

DISCUSSION:

Mr. Gaffer has submitted his application for Reappointment to the Community Sustainability Commission.

If approved, Mr. Gaffer will serve on the Commission from January 22, 2020 to January 15, 2023.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



Reappointment

RECEIVED

BOARD / COMMISSION MEMBERSHIP APPLICATION

JAN 06 2020

PLEASE PRINT CLEARLY IN INK OR TYPE

City Clerk's Office
City of Bisbee

Date of Application: 1.2.2020

*** Board interested to serve:**

- | | | |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Committee | <input type="checkbox"/> Bisbee Arts Commission | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Charter Review Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> Committee on Disability Issues | <input checked="" type="checkbox"/> Community Sustainability Commission | <input type="checkbox"/> Design Review Board |
| <input type="checkbox"/> Employee Council | <input type="checkbox"/> Evergreen Cemetery Committee | <input type="checkbox"/> iBisbee Committee |
| <input type="checkbox"/> Judicial Selection Committee | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Municipal Property Corporation |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee |
| <input type="checkbox"/> Youth Council | | |

** Complete One (1) Application for each Board / Commission you wish to serve.*

GAFFER PETER F.
 Last Name First Name Middle Initial

[REDACTED] BISBEE AZ 85603
 Mailing Address Number Street City State Zip Code

Residential Street Address: [REDACTED]

Telephone Number(s): [REDACTED]

Email Address: [REDACTED]

* I have been a resident of Bisbee for 3 years * Are you currently on any Boards? YES
 * (Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates Employed):

- 1969 BSc. Civil Engineering, University of Birmingham, U.K.; Chartered Engineer U.K.
- Professional Engineer (P.E.) PA, TX, NY • 1969-75 Graduate Engineer, London Transport, UK.
- 1975-79 Design Engineer, Gibbs & Hill, NY • 1979-89 Project Manager, Morrison Knudsen PA
- 1989-2008 Vice President Engineering, SYSTRA Consulting, Philadelphia
- 2008 - Present Consultant, Burns Engineering, Philadelphia

Please provide a brief summary of Civic/Volunteer Experience:

- Member Sustainability Commission, City of Bisbee
- Member Design Review Board, City of Bisbee
- Volunteer Step-Up Bisbee • Volunteer Old Bisbee firewise
- Volunteer Habitat for Humanity, Phoenixville, PA • Member Track Debris Task Force, W. Vincent PA
- Board Member, March of Dimes Annual Fund Raiser, Philadelphia

Other Background Information Relevant to Serving in this Position:

Property owner in Old Bisbee since 2002. 40+ years professional career in planning, engineering and construction of mass transit facilities; specific experience in environmental mitigation, energy efficiency and creation of public transportation facilities to serve all members of society.

I am qualified and interested in serving on this Board because:

I believe our community has a responsibility to make sustainability a cornerstone of all present and future activity in Bisbee. My engineering background and appreciation of the causes and impact of climate change enable me to contribute to the work of the commission.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain: _____

WAIVER REQUEST (if Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

- Residency Requirement (Bisbee Resident for less than 1 year)
- Length of Service (I have served one terms)
- Number of Commission Memberships currently served. I also serve on the: Design Review Board

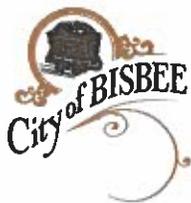
I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: [Handwritten Signature] Date: 1.2.2020

When complete, please return to:
City Clerk Office 915 S. Tovreaville Road, Bisbee, AZ 85603 #4601
P.O. Box 4601, Bisbee, AZ 85603

E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 6, 2020</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE REAPPOINTMENT OF PETER VON GUNDLACH TO THE BOARD OF ADJUSTMENT	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Reappointment

PROPOSED MOTION: I move to approve the Reappointment of Peter Von Gundlach to the Board of Adjustment.

DISCUSSION:

Mr. Von Gundlach has submitted his application for Reappointment to the Board of Adjustment.

If approved, Mr. Von Gundlach will serve on the Board from January 22, 2020 to January 15, 2023.

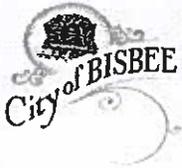
FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

RECEIVED

Date of Application: 12-24-2019

DEC 30 2019

City Clerk's Office
City of Bisbee

*** Board interested to serve:**

- | | | |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Committee | <input type="checkbox"/> Bisbee Arts Commission | <input checked="" type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Charter Review Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission | <input type="checkbox"/> Design Review Board |
| <input type="checkbox"/> Employee Council | <input type="checkbox"/> Evergreen Cemetery Committee | <input type="checkbox"/> iBisbee Committee |
| <input type="checkbox"/> Judicial Selection Committee | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Municipal Property Corporation |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee |
| <input type="checkbox"/> Youth Council | | |

** Complete One (1) Application for each Board / Commission you wish to serve.*

von Gundlach	Peter	
Last Name	First Name	Middle Initial

Mailing Address	Number	Street	City	State	Zip Code
-----------------	--------	--------	------	-------	----------

Residential Street Address: _____

Telephone Number(s): _____

Email Address: _____

* I have been a resident of Bisbee for 29 years * Are you currently on any Boards? yes
 * (Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates Employed): Authentech LLC swimming pool designer, builder and marketing consultant to 2010
 EMS, Phoenix AZ consultant and forensic analyst of heavy industrial machinery failure in Mexico (power plants, mines, foundries, smelters) to 2000
 from 1990

Please provide a brief summary of Civic/Volunteer Experience:
 Brought Bisbee Pool into compliance, Worked on Streets and Infrastructure Committee. served on Bisbee City Council

Other Background Information Relevant to Serving in this Position:

I am qualified and interested in serving on this Board because:

I believe that all decisions should be based on US constitutional precedence and authority

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain: _____

WAIVER REQUEST (if Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

- _____ Residency Requirement (Bisbee Resident for less than 1 year)
- _____ Length of Service (I have served 2 terms)
- _____ Number of Commission Memberships currently served. I also serve on the: _____

I am requesting this/these waivers for the following reasons for consideration:

I have shown my adherence to constitutional principles

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: Peter von Gundlach

Date: 12-24-2019

When complete, please return to:

City Clerk Office 915 S. Tovreaville Road, Bisbee, AZ 85603 #4601
P.O. Box 4601, Bisbee, AZ 85603

E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 6, 2020</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE REAPPOINTMENT OF FRANK CABELLO TO THE STREETS AND INFRASTRUCTURE COMMITTEE	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Reappointment

PROPOSED MOTION: I move to approve the Reappointment of Frank Cabello to the Streets and Infrastructure Committee.

DISCUSSION:

Mr. Cabello has submitted his application for Reappointment to the Streets and Infrastructure Committee.

If approved, Mr. Cabello will serve on the Commission from January 22, 2020 to January 15, 2023.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



Reappointment

BOARD / COMMISSION MEMBERSHIP APPLICATION

RECEIVED

PLEASE PRINT CLEARLY IN INK OR TYPE

JAN 07 2020

Date of Application: _____

City Clerk's Office
City of Bisbee

*** Board interested to serve:**

- | | | |
|---|--|---|
| <input type="checkbox"/> Airport Advisory Committee | <input type="checkbox"/> Bisbee Arts Commission | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Charter Review Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission | <input type="checkbox"/> Design Review Board |
| <input type="checkbox"/> Employee Council | <input type="checkbox"/> Evergreen Cemetery Committee | <input type="checkbox"/> iBisbee Committee |
| <input type="checkbox"/> Judicial Selection Committee | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Municipal Property Corporation |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input checked="" type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee |
| <input type="checkbox"/> Youth Council | | |

*** Complete One (1) Application for each Board / Commission you wish to serve.**

Cabello Last Name Frank First Name G. Middle Initial

[Redacted] Mailing Address [Redacted] Number [Redacted] Street Bisbee City AZ State 85603 Zip Code

Residential Street Address: [Redacted]

Telephone Number(s): [Redacted]

Email Address: [Redacted]

* I have been a resident of Bisbee for _____ years * Are you currently on any Boards? _____

** (Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)*

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates Employed):

An Air Force Veteran, Attended Community College of Air Force Certified by ADEC in water treatment (WT-4) water distribution (WD-4) and wastewater collection (WW-1). Division Manager for Arizona Water Company Cochise Division with 24+ years experience in this company and water industry.

Please provide a brief summary of Civic/Volunteer Experience:

I have served the City of Bisbee in this committee since 2018 to present. I am a volunteer with the PV PTO and assist with the after school programs sponsored by Kiwanis.

Other Background Information Relevant to Serving in this Position:

I am the Responsible operator for the water provided to this Community for the past 5 years, and oversee construction projects that improve the infrastructure for this utility.

I am qualified and interested in serving on this Board because:

I have worked with the City and its leaders to foster a relationship that is mutually beneficial to my company, the City and our Community in both water and water related projects.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain: _____

WAIVER REQUEST (if Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

- Residency Requirement (Bisbee Resident for less than 1 year)
- Length of Service (I have served _____ terms)
- Number of Commission Memberships currently served. I also serve on the: _____

I am requesting this/these waivers for the following reasons for consideration:

I spend more than half of my day in this community and my family is actively involved in community activities, fund raising and city leadership support.

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: *[Handwritten Signature]*

Date: 1-7-20

When complete, please return to:
City Clerk Office 915 S. Tovreaville Road, Bisbee, AZ 85603 #4601
P.O. Box 4601, Bisbee, AZ 85603

E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>January 13, 2020</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE REAPPOINTMENT OF CHARLENE "SNOODY" BOROWIEC TO THE EVERGREEN CEMETERY COMMITTEE	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Reappointment

PROPOSED MOTION: I move to approve the Reappointment of Charlene "Snoody" Borowiec to the Evergreen Cemetery Committee.

DISCUSSION:

Ms. Borowiec has submitted her application for Reappointment to the Evergreen Cemetery Committee.

If approved, Ms. Borowiec will serve on the Committee from January 22, 2020 to January 15, 2023.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado, City Clerk

Reviewed by: David M. Smith
David M. Smith, Mayor



Reappointment

BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 1-2-2020

*** Board interested to serve:**

- | | | |
|---|--|---|
| <input type="checkbox"/> Airport Advisory Committee | <input type="checkbox"/> Bisbee Arts Commission | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Charter Review Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission | <input type="checkbox"/> Design Review Board |
| <input type="checkbox"/> Employee Council | <input checked="" type="checkbox"/> Evergreen Cemetery Committee | <input type="checkbox"/> iBisbee Committee |
| <input type="checkbox"/> Judicial Selection Committee | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Municipal Property Corporation |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee |
| <input type="checkbox"/> Youth Council | | |

** Complete One (1) Application for each Board / Commission you wish to serve.*

Dorowicz Charlene Snoody
 Last Name First Name Middle Initial

[Redacted] [Redacted] Bis Az 85603
 Mailing Address Number Street City State Zip Code

Residential Street Address: _____

Telephone Number(s): [Redacted]

Email Address: [Redacted]

* I have been a resident of Bisbee for 83 years * Are you currently on any Boards? yes

** (Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)*

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates Employed): retired

Former - Deputy Clerk - City of Bisbee
Former Councilwoman " "

Please provide a brief summary of Civic/Volunteer Experience:

Other Background Information Relevant to Serving in this Position:

I am qualified and interested in serving on this Board because:

*preservation & security of Cemetery
promotion of various activities - Memorial Day,
Veterans Day - Wreaths Across America*

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain: _____

WAIVER REQUEST (If Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

- _____ Residency Requirement (Bisbee Resident for less than 1 year)
- _____ Length of Service (I have served _____ terms)
- _____ Number of Commission Memberships currently served. I also serve on the:

I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: *Charlene Snyder Brown* Date: *1-2-2020*

**When complete, please return to:
City Clerk Office 915 S. Tovreaville Road, Bisbee, AZ 85603 #4601
P.O. Box 4601, Bisbee, AZ 85603**

**E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov**



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: January 15, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: APPROVAL OF A PARK, FACILITY, AND RIGHT-OF-WAY USE PERMIT FOR THE USE OF CITY PARK AND BREWERY GULCH FOR THE BLUES IN BISBEE MUSIC FESTIVAL TO BE HELD ON SATURDAY, SEPTEMBER 19, 2020 FROM 7:00AM TO 10:00PM. THIS INCLUDES SET UP AND BREAK DOWN.

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the Park, Facility, and Right-of-way use permit for the use of City Park, and Brewery Gulch for the Blues in Bisbee Music Festival to be held on Saturday, September 19, 2020 from 7:00am to 10:00pm to include set up and breakdown.

DISCUSSION:

Ms. Annette Mather has submitted a Park, Facility, and Right-of-way use permit for the use of City Park, and Brewery Gulch for the Blues in Bisbee Music Festival to be held on Saturday, September 7, 2019 from 7:00am to 10:00pm. Brewery Gulch will be closed between Howell Ave and Taylor. Traffic will be rerouted up Ok Street and around Taylor.

Staff has reviewed the permit and recommends approval.

FISCAL IMPACT: \$634.00 (\$50.00 refundable Deposit)

DEPARTMENT LINE ITEM ACCOUNT: 10-34-10880

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado,
City Clerk

Reviewed by: Theresa Coleman
Theresa Coleman
City Manager

RECEIVED

DEC 30 2019

City Clerk's Office
City of Bisbee

Permit No. 90-19

CITY OF BISBEE
PARK, FACILITY AND RIGHT -OF -WAY USE PERMIT
(This permit must be approved by City Council and/or by Parks staff prior to the event)

Permit must be submitted to and approved by the City Council prior to the event. City Council meetings are the first and third Tuesday of each month. Please note: your permit application must be submitted to the Public Works / Parks & Recreation Department at least four weeks prior to the next scheduled City Council meeting (before your scheduled event) in order for it to be on the City Council's meeting agenda. If the applicant is proposing to sell liquor at the proposed event, the applicant should allow an additional 10 days for processing of the required State "Special Liquor License." Also: As per section 11.2.9 paragraph G - "All permittees shall be responsible for returning the park, recreational facility or public right-of-way to the same condition in which it existed upon issuance of the permit. If this responsibility is not met, the permittee will be charged at a rate set forth by the City staff and approved by the Mayor and Council". Refer to Section 11.2.9 - "Park and Facility Use" of the City Code for requirements regarding use of City parks and facilities (a copy of the City Code is available at www.BisbeeAZ.gov, City Hall, or the Copper Queen Library)

If you have any questions regarding this permit application, please contact Lorens Valdez, Public Works at 432-6002 or lvaldez@BisbeeAZ.gov

APPLICANT INFORMATION

1. Applicant Name: Blues in Bisbee benefiting EBF Date: Oct. 15, 2019

2. Organization Name: Easterseals Blake Foundation

3. Mailing Address: 7750 E. Broadway Blvd. Suite A200, Tucson, AZ 85710

520-327-1529 ext 7077

Annetta Mather 520-788-6859

Phone #: _____ Contact name and phone # during event Dina Scalone 520-256-2840

4. Name and complete description of activity planned (attached separate letter to include breakdown of event and activities and details if more than one activity or if more space is needed).

Music festival at City Park will feature performances from 12:00pm to 9:00pm. A Bisbee Brewing Co. booth will be on site in Old City Park in the NW corner to dispense beer.

Brewery Ave will be closed from Howell Ave. to Taylor Ave for vendor set up. The Gulch parking lot will be closed for vendors and hands. Renew Alley will be closed except to local traffic only.

5. Approximate Number of Participants and/or Spectators: 1500

6. Requested Location of Event: City Park, Old Bisbee

7. Date(s) of Event: Saturday, September 19, 2020

8. Hours of Event: 12:00pm to 9:00pm

9. Hours of Reservation (with set-up and breakdown) 7:00am to 10:00pm

10. Request Consumption of Alcohol: Yes No

11. Request Sales of Alcohol: Yes No

SERVICES REQUESTED FROM THE CITY OF BISBEE

(Provide letter with all services that are needed with details of times and locations. City may require services depending on nature of event) See attached service rate sheet.

\$ 60 General Electricity access \$10 (CITY, LOWER VISTA, & GRASSY PARKS ONLY),
Band Shell Access \$50 (CITY PARK):

GENERATORS ARE PERMITTED...ALL JUMPING CASTLES MUST HAVE INSURANCE AND GENERATORS

\$ _____ Beer Permit (non-commercial permits only) \$10

\$ _____ Police (escorts, security, road closures, redirecting of traffic): for _

\$ _____ Park Public Works staff (example: posting "no parking signs, access to facility/band shell/restrooms, etc.) NOTE: ROAD CLOSED SIGNS/BARRIERS MUST BE SUPPLIED BY APPLICANTS: _____

\$ _____ Other - any additional requests made by applicant or any other conditions set by the City Council, City Code, ordinance or resolution.

CONDITIONS APPLICANT MUST MEET THAT ARE REQUIRED BY THE CITY OF BISBEE:

- \$25 non-commercial or \$50 commercial permit fee paid before permit is processed.
- \$50.00 refundable deposit paid before permit is processed (if a check is issued, must be "Written separately from other charges) This deposit will be refunded at the completion of the event, provided that the facility has been left in the same, or better, condition as it was at the start of the event. The City will deduct from this deposit any expenses that may be incurred for cleaning or repairing the facility following the event prior to refunding any remaining balance.
- Fees for above service requests in the amount of \$ _____ before permit is processed or event can take place.
- Business License/Special Event License Fee of \$32.50 paid before permit is processed- where there is a promoter sub-letting booth space to vendors, the promoter will pay a fee of \$32.50 and \$4.00 per vendor per day. The promoter is required to supply a list of vendors which describes the items or service the vendor will be selling and pay all applicable fees prior to the event. Sales tax on all items sold at the City rate will be collected by the City for all sales made by the promoter and all vendors via their State tax forms.
- Vendor Fee of \$4.00 per vendor, per day (must be submitted prior to the event).
- Certificate of insurance required showing City of Bisbee as additional insured - \$1,000,000 minimum for high risk functions.
- County Health Department Food Permit must be attached if serving food or having food vendors. Health Department can be contacted at 520- 432-9472 for more information (This is not a food handler's certificate)
- Special Event Liquor License Application submitted to the City Clerks office- required in order to serve or sell liquor from the State of Arizona (Department of Liquor Licenses & Control, Phoenix Office). The sale of or consumption of alcoholic beverages must be approved by the City Council.
- Copy of flyers or promotional material associated with this event.

NOTES: 1-THERE IS NO WATER USAGE AT ANY PARK AT ANY TIME.

2-IF YOU ARE HAVING A PARTY WITHOUT A PERMIT WITH MORE THAN 50 PEOPLE, CITY STAFF WILL COLLECT THE PERMIT FEE AT THE TIME OF YOUR PARTY AND PROVIDE YOU WITH A RECEIPT.

APPLICANT CERTIFICATION

ANY PERSON VIOLATING ANY PROVISION OF THIS ARTICLE SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION THEREOF, SHALL BE PUNISHABLE BY A FINE OF NOT LESS THEN FIFTY DOLLARS NO MORE THAN FIVE HUNDRED DOLLARS.

I, Annette Mather certify that I am authorized to sign this agreement and agree to abide by the conditions set forth herein and in the City Code.

Annette Mather
Signature of Applicant/Authorized Party

10-15-2019
Date

HOLD HARMLESS AGREEMENT

Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) Blues in Bisbee benefiting EBF event the period from (date & time) Sat. Sept. 19, 2020 9:00am to Sat. Sept. 19, 2020 10:00pm, the permittee Easterseals Blake Foundation agrees to the following:

1. That the permittee shall defend, indemnify and save harmless the City of Bisbee, its officers, employees, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description arising by reason of any act or commission of the permittee, his agent(s), employees or participants during the event or in consequence of any negligence or carelessness regarding the same.

If Permittee is required to provide insurance:

2. The Permittee's insurance shall be primary.
3. The City of Bisbee shall be named as an additional insured on the permittee's liability insurance coverage for the referenced event, and the Hold Harmless Agreement be endorsed onto said insurance policy.
4. Said liability insurance shall be in an amount no less than \$1,000,000.00 per occurrence.
5. Said insurance shall not be canceled or expired during the term of the event unless a minimum of ten (10) days written notice is given to the Finance Director of the City of Bisbee.



Signature of Permittee or Authorized Representative

Annette Mather
Print Name

10/15/2019
Date

COUNCIL ACTION:	
Recommended to:	Approve: _____ Deny: _____
With conditions as noted: _____ _____	
Mayor's Signature:	Date:

CITY OF BISBEE PUBLIC WORKS DEPARTMENT

915 S. Tovreaville Road

BISBEE, AZ 85603

(520) 432-6002

APPLICATION FOR SPECIAL EVENT LICENSE

(Please print firmly or type)

(1) Applicant's Name: Blues in Bisbee benefiting EBF

(2) Mailing Address, City, State & Zip: 7750 E. Broadway Blvd. Suite A200, Tucson, AZ 85710

(3) Business Name: Easterseals Blake Foundation

(4) Business Address: 7750 E. Broadway Blvd. Suite A200

(5) City: Tucson State: AZ Zip: 85710

(6) Business Phone No.: 520-327-1528 ext 7077 Resident Phone No.: 520-788-5659

(7) Name of Special Event: Blues in Bisbee benefiting EBF Date: 9/19/2020

Specify date(s) License needed: Sept. 19-20, 2020

(8) Will you be serving food: YES NO

If yes, do you have a Health Dept. Food Certificate: YES NO
(A copy of the Cochise County Health Dept. Certificate **MUST** accompany this application otherwise it will not be accepted)

Fees: Permit fee: \$32.50
Vendor fee of: \$4.00 per day. (When promoter subletting to other vendors)

Total submitted: \$ 32.50

I, Annette Mather being first duly sworn upon oath hereby declare, under penalty of perjury, that I am the licensee making the foregoing application and that said application has been read and that the contents thereof and all statements contained therein are true, correct, and complete.

Annette Mather
Signature of Applicant

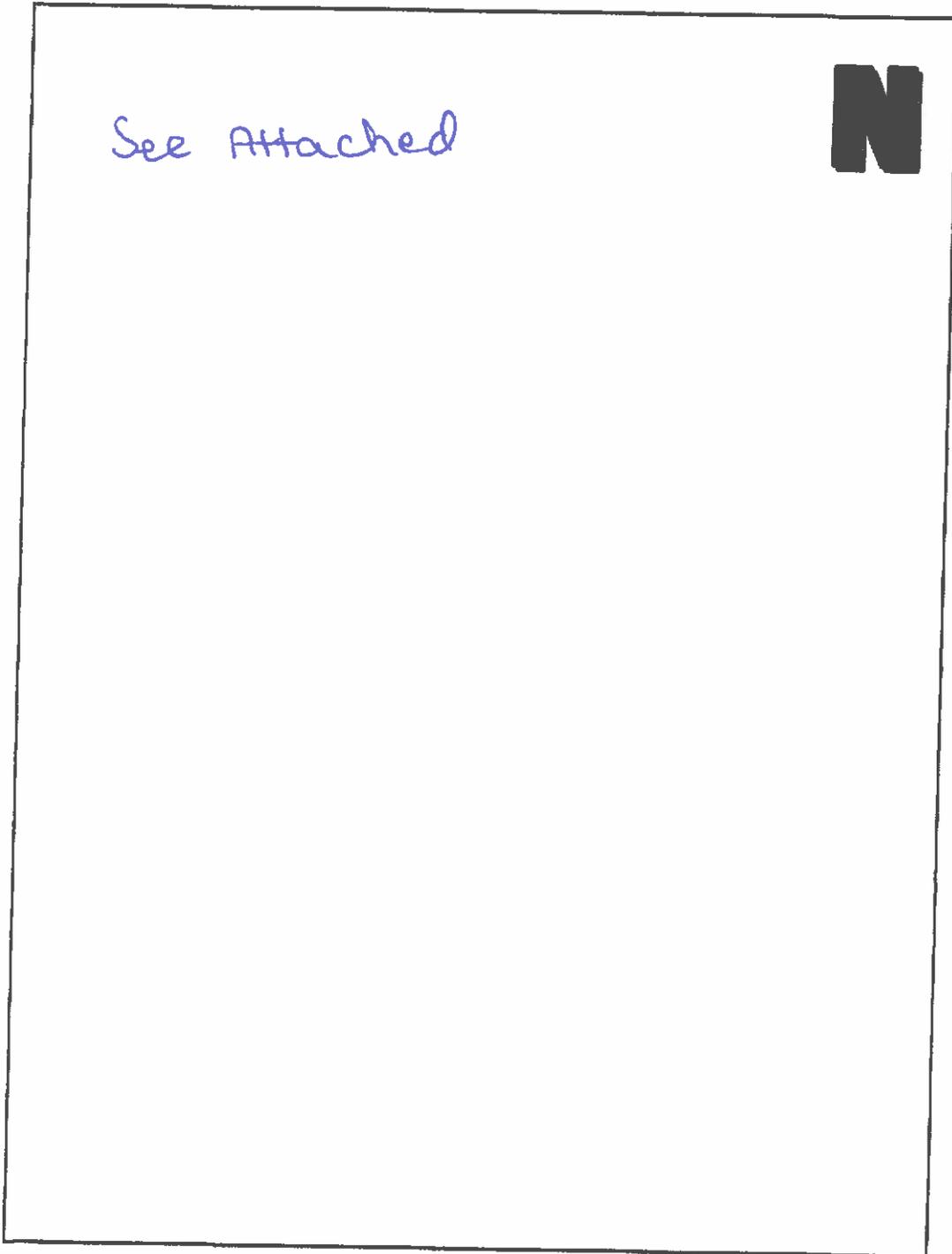
Oct. 15, 2019
Date

Make checks payable to: City of Bisbee
915 S. Tovreaville Road
Bisbee, Arizona 85603

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.





X – Street closed / barricades

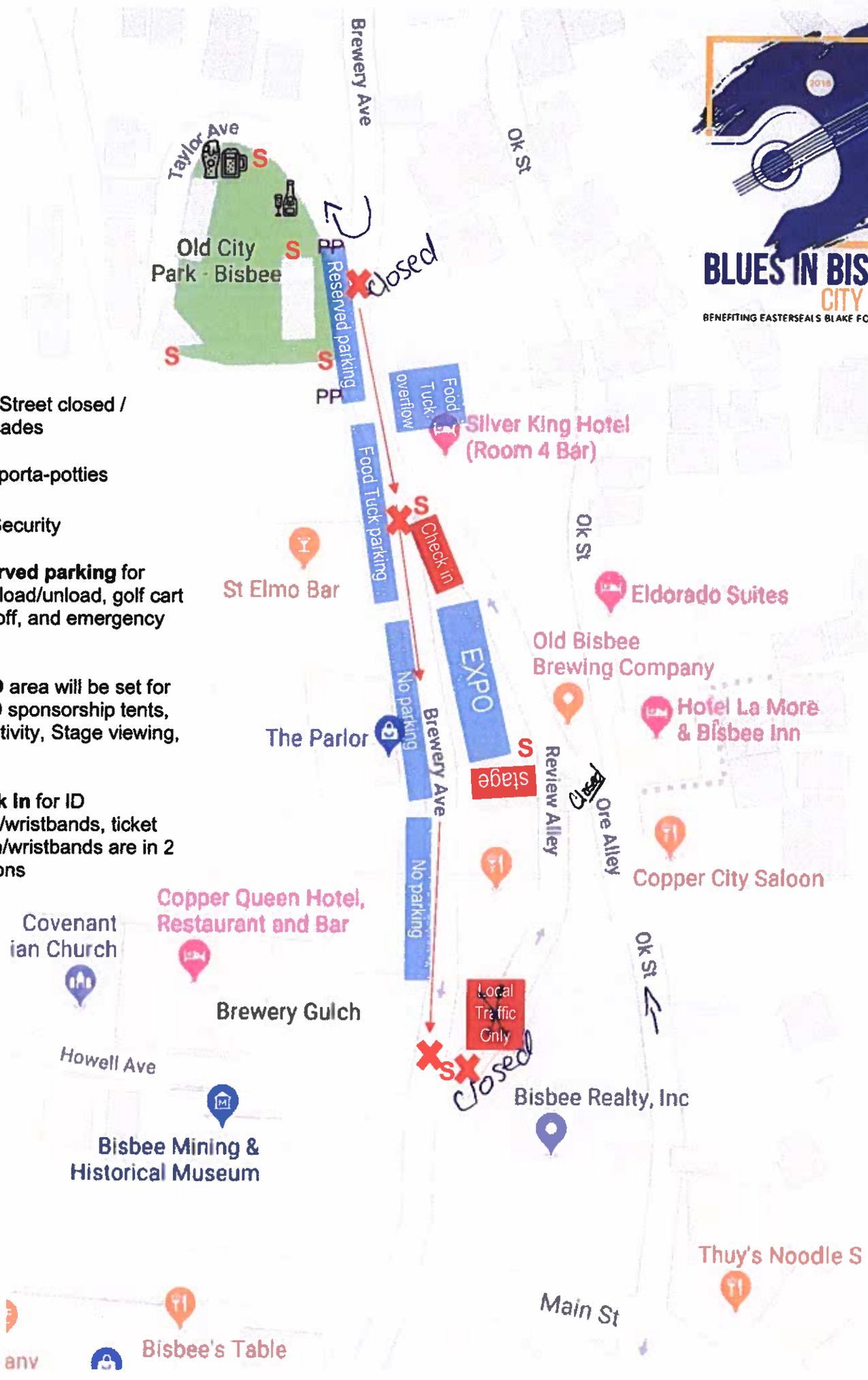
PP – porta-potties

S – Security

Reserved parking for band load/unload, golf cart drop off, and emergency autos

EXPO area will be set for 10x10 sponsorship tents, kid activity, Stage viewing, etc.

Check In for ID check/wristbands, ticket turn in/wristbands are in 2 locations



Silver King Hotel (Room 4 Bar)

St Elmo Bar

Eldorado Suites

Old Bisbee Brewing Company

Hotel La More & Bisbee Inn

Copper City Saloon

Covenantian Church

Copper Queen Hotel, Restaurant and Bar

Brewery Gulch

Bisbee Mining & Historical Museum

Bisbee Realty, Inc

Thuy's Noodle S

Bisbee's Table

**BISBEE BLUE'S FESTIVAL
EVENT
CITY PARK
September 20, 2020**

Permit Fee:	\$ 50.00
Special Event License	\$ 32.50
Band Shell &Electricity	\$ 60.00
Signs "No Parking" (11 x 1.50)	\$ 16.50
Trash Barrels (10 total)	
\$40.00 for 6	\$ 40.00
\$10.00 for each additional	\$ 40.00
Dumpsters (8 x \$15.00)	\$ 120.00
Additional Dumpster Pick up (1 Days @ \$53.00 ea day)	\$ 53.00
11 Candlesticks (11 x \$2.00)	\$ 22.00
1 Parks Staff (10 hrs x \$20.00/hr)	<u>\$ 200.00</u>
TOTAL	\$ 634.00
Refundable Deposit:	<u>\$ 50.00</u>
GRAND TOTAL	\$ 684.00

Note: Vendor Fees will be paid after event.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2020

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

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

PRODUCER AssuredPartners of Arizona, LLC 4544 E Camp Lowell Dr Ste 110 Tucson AZ 85712-1282		CONTACT NAME: Dee Alfson, CIC, CISR PHONE (A/C No. Ext): (520) 571-7737 FAX (A/C No.): (520) 571-9115 E-MAIL ADDRESS: Dee.Alfson@AssuredPartners.com	
INSURED Easterseals Blake Foundation 7750 E. Broadway Suite A200 Tucson AZ 85710		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER:** 19/20 Pkg w/Prof. **REVISION NUMBER:**

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

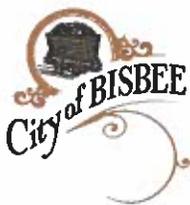
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1963973	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse/Molestation Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			PHPK1963973	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB670606	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK1963973	4/1/2019	4/1/2020	Per Incident \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blues Music Festival on 9/19/2020

CERTIFICATE HOLDER**CANCELLATION**

City of Bisbee 915 S. Tovreaville Rd. #4601 Bisbee, AZ 85603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Richard Gregson/DEE 
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: January 13, 2020

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY THE FRIENDS OF WARREN BALLPARK FOR AN EVENT TO BE HELD AT WARREN BALLPARK LOCATED AT 300 RUPPE AVENUE, BISBEE, ARIZONA ON SATURDAY, APRIL 4, 2020 FROM 8:00AM TO 8:00PM AND SUNDAY, APRIL 5, 2020 FROM 9:00AM TO 8:00PM, CATHERINE WRIGHT, APPLICANT**

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Special Event Liquor License Application

PROPOSED MOTION: I move to approve the Special Event Liquor License Application Submitted by the Friends of Warren Ballpark for an Event to be held at Warren Ballpark Located at 300 Ruppe Avenue, Bisbee, Arizona on Saturday, April 4, 2020 from 8:00AM to 8:00PM and Sunday, April 5, 2020 from 9:00AM to 8:00PM.

DISCUSSION:
Friends of Warren Ballpark sponsored by Bisbee Council on the Arts & Humanities (BCAH) - Ms. Wright has requested approval of a Special Event Liquor License Application to hold an Event at the Warren Ballpark, 300 Ruppe Avenue, Bisbee, Arizona. The Event will be held on Saturday, April 4, 2020 from 8:00AM to 8:00PM and Sunday, April 5, 2020 from 9:00AM to 8:00PM.

Ms. Wright has indicated that the Warren Ballpark is completely fenced. Ball players, between their games also assist in security. Bisbee Police Department is aware of the games and times and do drive bys throughout the event days.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: David M. Smith
David M. Smith
Mayor



RECEIVED

JAN 13 2020

City Clerk's Office
City of Bisbee

611 Hoatson Avenue ~ Bisbee, Arizona 85603

January 13, 2020

Subject: Special Event Permit, 11th Copper City Classic Vintage Baseball Game Tournament. Saturday April 4, 2020 & Sunday April 5, 2020

Dear Mayor Smith and Council Members;

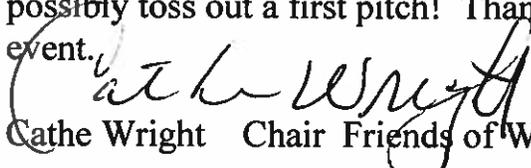
Attached please find Special Event Liquor License for your consideration. The license is for the 11th annual *Friends of the Warren Ballpark Copper City Classic Vintage Bas Ball Tournament* scheduled for April 4 and 5, 2020 at the historic Warren Ballpark.

The *Friends of Warren Ballpark* is a non-profit organization dedicated to the restoration of the 110~year~old Warren Ballpark. The *Friends* are sponsored by the Bisbee Council on the Arts and Humanities.

Proceeds from this year's tournament will be used for the necessary projects at Warren Ballpark as determined in cooperation with the Bisbee Unified School District Board. Our recent successes are completion of ADA compliant, modern restrooms, ADA access to the park and grandstand seating and \$21,000.00 towards the replacement of the football/baseball scoreboard with a multi-sport modern scoreboard. We are continuing our partnership this year with the Bisbee High School Alumni Association to raise funds to repair the dilapidated fence around the ballpark.

Contact person for this license is Cathe Wright (520-366-2017). The *Friends* will purchase and have in place liquor liability insurance prior to the event. Beer will be the only alcohol beverage being served.

We would love to see Mayor, Council and City Staff at this event and even possibly toss out a first pitch! Thank You for your time and consideration for our event.


Cathe Wright Chair Friends of Warren Ballpark

The Bisbee Council on the Arts and Humanities, a tax exempt 501 (c) (3), sponsors Friends of Warren Ballpark
Please visit us a www.friendsofwarrenballpark.com



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLLC USE ONLY	
Received Date:	
Job #:	
CSR:	
License #:	

APPLICATION FOR SPECIAL EVENT LICENSE
 Fees: \$25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
 The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Wright Catherine Ann April 19, 1957
Last First Middle Date of Birth

2. Applicant's mailing address: 220 Black Knob View Bisbee AZ 85603
Street City State Zip

3. Applicant's home/cell phone: (520) 366-2017 Applicant's business phone: (520) 366-2017
Street City State Zip

4. Applicant's email address: pywhakkyt@hotmail.com

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: Bisbee Council on the Arts & Humanities DBA Friends of Warren Ballpark

SECTION 3 Non-Profit/IRS Tax Exempt Number: 23-7042402

SECTION 4 Event Location: Warren Ballpark

Event Address: 300 Ruppe Ave. Bisbee AZ 85603

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>April 4, 2020</u>	<u>Saturday</u>	<u>800 AM</u>	<u>800 PM</u>
DAY 2:	<u>April 5, 2020</u>	<u>Sunday</u>	<u>900 AM</u>	<u>800 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 6 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 3 Number of Security Personnel Fencing Barriers

Explanation: The Warren Ballpark is completely fenced. Ball players, between their games also assist in security. Bisbee Police Department is aware of the games and times and do drive by's throughout the event days.

SECTION 7 Will this event be held on a currently licensed premise and within the already approved premises? Yes No
(If yes, Local Governing Body Signature not required)

Name of Business	License Number	Phone (Include Area Code)
------------------	----------------	---------------------------

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 9 What is the purpose of this event?

- On-site consumption Off-site (auction/wine/distilled spirits pull) Both

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
2. How many special event days have been issued to this organization during the calendar year? zero
(The number cannot exceed 10 days per year.)
3. Is the Organization using the services of a Licensed Contractor?
 Yes No If yes, please provide the following: Name of Licensed Contractor: _____
4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
 Yes No If yes, please provide the following: Name of Licensee _____ License #: _____
5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.
Name Friends of Warren Ballpark Percentage: 80%
Address 611 Hoatson Ave. Bisbee, AZ 85603
Name Tombstone Brewing Company Percentage: 20%
Address 107 E Toughnut Tombstone, AZ 85638

Street	City	State	Zip
--------	------	-------	-----

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

I, (Print Full Name) Catherine Wright hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Catherine Wright

LOCAL GOVERNING BOARD

Date Received: _____

I, _____ (Government Official) _____ (Title) recommend APPROVAL DISAPPROVAL

On behalf of _____ (City, Town, County) _____ Signature _____ Date _____ Phone _____

DLIC USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

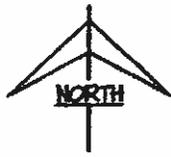
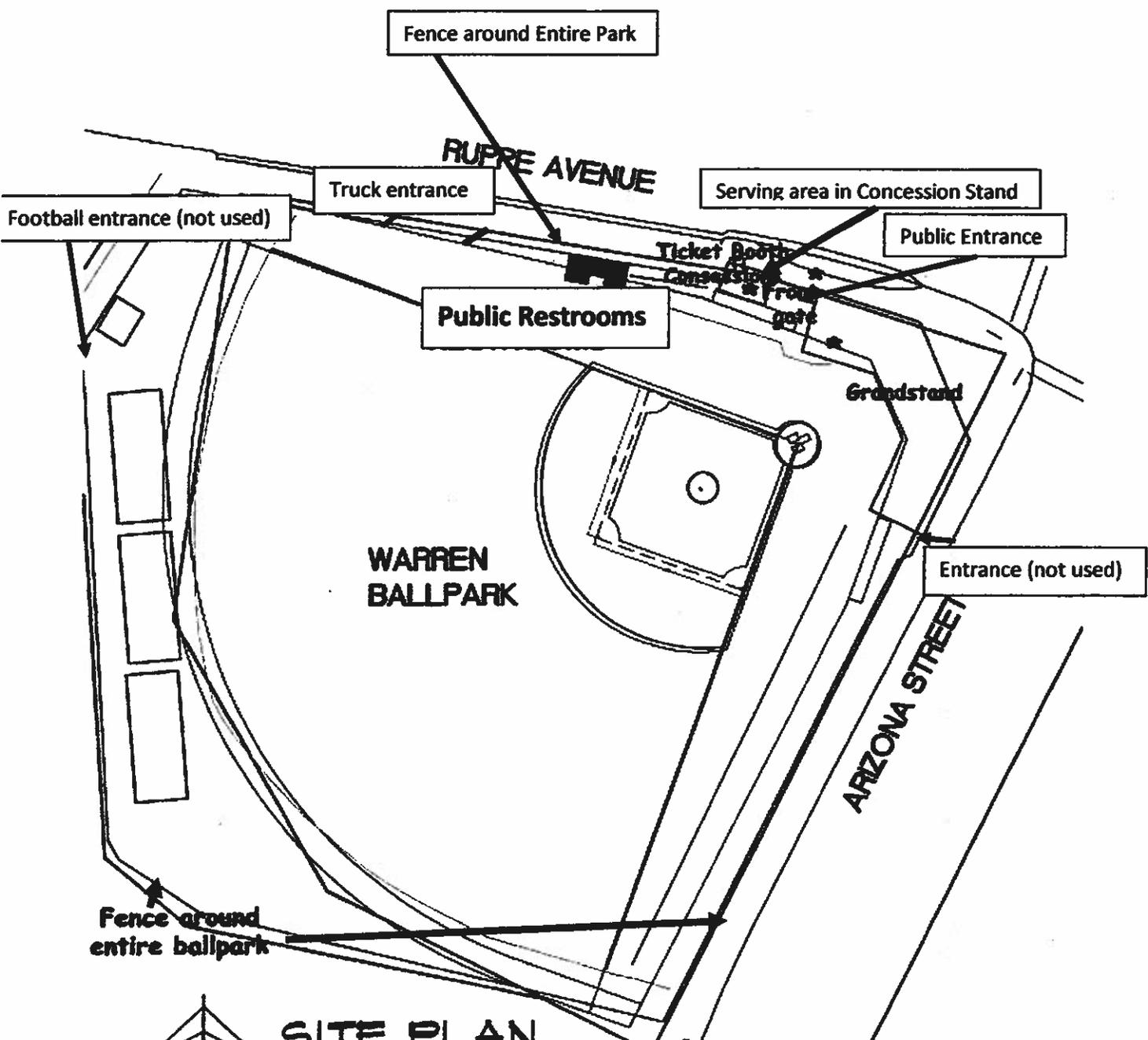
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.



SITE PLAN

SCALE: 1" = 10'-0"

* **Three Volunteer Security guards by front gate, in grandstands by concessions**

Security provided by volunteers including ball players of the eight teams participating when not playing. Police Department notified of event. In ten years of this event there has never been an incident.

WARREN BALLPARK



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: January 14, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: **Discussion and Possible Approval of Enterprise Fleet Management Agreements for Equity and Walkaway Leases for a portion of the City's vehicles.**

FROM: **Albert Echave, Police Chief**

RECOMMENDATION: **Approve**

PROPOSED MOTION: **I move to approve the Enterprise Fleet Management Agreements for Equity and Walkaway Lease for a portion of the City's vehicles.**

DISCUSSION:

The City of Bisbee has an opportunity to add to its fleet options by entering into agreements with Enterprise. An Equity Lease program for 2020 Ford Police Responder Hybrid Sedans (or equivalent) provides an opportunity to lower maintenance and fuel costs with the potential to build equity in the fleet. The Walkaway Lease will provide 2020 Chevrolet Silverado 2500HD vehicles; two for the police Chief and Deputy Police Department and one for Public Works. The three leased vehicles open the opportunity to further discounts for the police responders. Additional benefits include maintenance management for all City vehicles and a fuel card program.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Albert Echave
Albert Echave
Police Chief



MASTER WALKAWAY LEASE AGREEMENT

This Master Walkaway Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Walkaway Lease Agreement and the various Schedules and addenda to this Master Walkaway Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) The monthly rental rate allows the number of miles per month as set forth in the applicable Schedule. Lessee agrees to pay Lessor at the end of the applicable Term (whether by reason of expiration, early termination or otherwise) an excess mileage charge for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(c) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(d) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(e) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(f) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor, in the same repair, condition

Initials: EFM_____ Customer_____

and working order as at the commencement of the applicable Term, reasonable wear and tear resulting from proper use excepted. If a Vehicle is not returned in the required condition, Lessee agrees to pay Lessor, at Lessor's option, the estimated cost to restore such Vehicle to such condition, or the actual cost of restoration, if the Vehicle is restored. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4 so long as Lessee repairs any damage to such Vehicle caused by such removal. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the due date of the next following monthly rent payment with respect to such Totaled Vehicle the total of (i) all rent and other amounts, if any, due at the time of such payment and allocable to the Totaled Vehicle plus (ii) the replacement value, as determined by Lessor in good faith, of the Totaled Vehicle immediately prior to the Casualty Occurrence. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Initials: EFM_____ Customer_____

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

Initials: EFM_____ Customer_____

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee (i) either the Vehicle (in the condition required by Section 4) or the estimated undamaged wholesale value of the Vehicle (as determined by Lessor in good faith) plus (ii) all accrued and unpaid rent for such Vehicle for the period ending on, and all other amounts owed by Lessee with respect to such Vehicle as of, the date all of the amounts owed by Lessee to Lessor under this clause (e) (including the amounts owed under this subclause (i)) are paid in full (the "Payment Date") plus (iii) an amount equal to three (3) months rent plus (iv) Thirty Percent (30%) of the total future rent due under the applicable Schedule for the period commencing on the Payment Date and ending on the last day of the scheduled Term; and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is

Initials: EFM_____ Customer_____

not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Walkaway Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Walkaway Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

Initials: EFM _____ Customer _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM_____ Customer_____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM_____ Customer_____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of October, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of October, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Bisbee ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. The vehicles may enter Canada or Mexico for short durations or a period of time that does not require such vehicles to become subject to the titling and/or registration laws of such other country. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: To the extent permitted by Arizona state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Arizona State law.

The City of Bisbee is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law. Therefore, notwithstanding any other provision of this Agreement to the contrary, City of Bisbee's liability under any claim for indemnification shall not exceed any limits

imposed by applicable law and shall not extend to matters for which the City of Bisbee is barred by law from providing indemnity.

Section 15, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason. Notwithstanding the foregoing, the Lessee is not waiving its right to otherwise pursue claims against the Lessor and Lessor's Servicer (Enterprise Fleet Management, Inc.) in any manner not inconsistent with the provisions of this Agreement.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Arizona (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Arizona State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City of Bisbee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City of Bisbee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement). This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

Sections 20, 21, and 22 of the Master Equity Lease Agreement are additional paragraphs and read as follows:

Section 20 No Boycotting Israel. Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 21 NON-DISCRIMINATION The parties shall comply with all applicable state and federal laws, rules, regulations and executive orders governing Equal Employment Opportunity, Non-Discrimination (Executive Order 11246), affirmative action, and Immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704). If applicable, Lessor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.



FLEET MANAGEMENT

Section 22 INSPECTION AND AUDIT: The Lessor agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, the Lessor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of October, 2019.

City of Bisbee (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of October, 2019 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of October, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Bisbee ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona (without reference to conflict of law principles). This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute §38-511 regarding Conflict of Interest.

Section 11, 12, and 13 of the Maintenance Agreement are additional paragraphs and read as follows"

Section 11 No Boycotting Israel. Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 12 NON-DISCRIMINATION The parties shall comply with all applicable state and federal laws, rules, regulations and executive orders governing Equal Employment Opportunity, Non-Discrimination (Executive Order 11246), affirmative action, and Immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704). If applicable, Lessor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

Section 13 INSPECTION AND AUDIT: The Lessor agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, the Lessor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the __ day of October, 2019.

City of Bisbee (Lessee)

By _____

Title: _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Company _____

8. **FEES:** EFM will charge the Company for the service under this Agreement \$_____ per month per Card, plus a one time set-up fee of \$_____.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Company_____

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of ____ is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of October, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Bisbee ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Arizona (determined without reference to conflict of law principles). The venue for any dispute under this Agreement shall be within the courts in the State of Arizona. This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

Additional Sections 10, 11 and 12 are added to the Maintenance Agreement and read as follows:

No Boycotting Israel. Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

NON-DISCRIMINATION The parties shall comply with all applicable state and federal laws, rules, regulations and executive orders governing Equal Employment Opportunity, Non-Discrimination (Executive Order 11246), affirmative action, and Immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704). If applicable, Lessor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

INSPECTION AND AUDIT: The Lessor agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, the Lessor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the ____ day of October, 2019.

City of Bisbee (Company)

By _____

Title: _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Prepared For: Bisbee, City of (inc)

Date 11/19/2019
AE/AM 4JS

Unit #

Year 2020 Make Ford Model Police Responder Hybrid Sedan
Series Base Front-wheel Drive

Vehicle Order Type Ordered Term 48 State AZ Customer# 570506

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Oxford White
Interior Color (0 I) Ebony Black w/Police Cloth Front Bucket
Lic. Plate Type Unknown
GVWR 0

\$ 37,228.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>AZ</u>
\$ 4.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 309.98 *	Tax on Incentive(Taxable Incentive Total : \$3,229.00)

\$ 37,428.00	Total Capitalized Amount (Delivered Price)
\$ 769.33	Depreciation Reserve @ <u>2.0555%</u>
\$ 123.26	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 892.59 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment	Liability Limit <u>\$0.00</u>
---------	--	-------------------------------

\$ 0.00	Physical Damage Management	Comp/Coll Deductible <u>0 / 0</u>
---------	----------------------------	-----------------------------------

\$ 0.00	Full Maintenance Program ³	Contract Miles <u>0</u>	OverMileage Charge <u>\$ 0.00</u> Per Mile
---------	---------------------------------------	-------------------------	--

Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included
--	------------------	-----------------------------

\$ 0.00 Additional Services SubTotal

\$ 85.69	Transaction Privilege Tax <u>9.6000%</u>	State <u>AZ</u>
----------	--	-----------------

\$ 978.28 Total Monthly Rental Including Additional Services

\$ 500.16 Reduced Book Value at 48 Months

\$ 395.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Bisbee, City of (inc)

BY	TITLE	DATE
----	-------	------

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
AME	C	\$ 10,953.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 10,953.00
Aftermarket Equipment Total		\$ 10,953.00

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 100.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 100.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 300.00

VEHICLE INFORMATION:

2020 Ford Police Responder Hybrid Sedan Base Front-wheel Drive - US

Series ID: P0A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 28,939.00	\$ 30,145.00
Total Options	\$ -430.00	\$ 0.00
Destination Charge	<u>\$ 995.00</u>	<u>\$ 995.00</u>
Total Price	\$ 29,504.00	\$ 31,140.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White

Interior: VP - (0 I) Ebony Black w/Police Cloth Front Bucket Seats/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
425	50-State Emissions System	STD	STD
430A	Preferred Equipment Package 430A	NC	NC
44J	Transmission: eCVT	Included	Included
99U	Engine: 2.0L IVCT Atkinson Cycle I-4 Hybrid	Included	Included
FLADCR	Fleet Advertising Credit	\$ -430.00	\$ 0.00
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	included	Included
STDTR	Tires: P235/50R17 BSW	included	Included
STDWL	Wheels: 17" Steel w/Center Cap	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
V	Police Cloth Front Bucket Seats/Vinyl Rear	Included	Included
VP_01	(0 I) Ebony Black w/Police Cloth Front Bucket Seats/Vinyl Rear	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: trunk
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: fully galvanized steel body material
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: 911 Assist emergency communication system
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: CD-MP3 decoder
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
Internet Access: internet access
1st Row LCD: 3 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam halogen headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog display
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor

Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Rear Seat Type: rear bench seat
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: metal-look shift knob
Cargo Space Trim: carpet cargo space
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit

Standard Engine:

Engine 141-hp, 2.0-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD



Prepared For: Bisbee, City of (inc)

Date 11/19/2019

AE/AM 4JS

Unit #

Year 2020 Make Chevrolet Model Silverado 2500HD

Series Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB

Vehicle Order Type Ordered Term 12 State AZ Customer# 570506

Table with 2 columns: Amount and Description. Includes items like Capitalized Price Reduction, Tax on Capitalized Price Reduction, Gain Applied From Prior Unit, etc.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, GVWR.

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 25.00 Full Maintenance Program2 Contract Miles 10,000

Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0450 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 25.00 Additional Services SubTotal

\$ 27.45 Transaction Privilege Tax 9.6000 % State AZ

\$ 0.00 Monthly Property Tax

\$ 338.34 Total Monthly Rental Including Additional Services

\$ 395.00 Service Charge Due at Lease Termination

Monthly Rental Includes 833 Miles Per Month

Miles in Excess Of 10,000 Will Be Charged At \$ 0.1850 Per Mile

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Closed - End (Walkaway) Lease Agreement...

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Walkaway Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE Bisbee, City of (inc)

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

1 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

2 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
AME	C	\$ 1,350.00
Transport	C	\$ 150.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 1,500.00
Aftermarket Equipment Total		\$ 1,500.00



VEHICLE INFORMATION:

2020 Chevrolet Silverado 2500HD Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB - US

Series ID: CC20943

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 36,344.00	\$ 38,500.00
Total Options	\$ 1,119.30	\$ 1,230.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 39,058.30	\$ 41,325.00

SELECTED COLOR:

Exterior: GAZ / GRIL - (0 P) Summit White / Black Front Grille

Interior: H0U - (0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2X	10-Way Power Driver Seat Adjuster w/Lumbar (Fleet)	\$ 263.90	\$ 290.00
A52	Front 40/20/40 Split-Bench Seat w/No Storage	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
CLOTH	Cloth Seat Trim	NC	NC
DBG	Heated Vertical Trailing Mirrors	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GRIL	Black Front Grille	Included	Included
GT4	3.73 Rear Axle Ratio	STD	STD
H0U_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JFH	GVWR: 10,300 lbs (4,672 kg)	STD	STD
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI4	120-Volt Instrument Panel Power Outlet	\$ 204.75	\$ 225.00
KW7	170 Amp Alternator	Included	Included
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	STD	STD
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included
MCAP	Black Mirror Caps	Included	Included
MYD	Transmission: HD 6-Speed Automatic	STD	STD
N33	Manual Tilt-Wheel Steering Column	Included	Included
PYN	Wheels: 17" Silver Painted Steel	Included	Included
QHQ	Tires: LT245/75R17E AS BW	Included	Included
QT5	Manual Tailgate Function w/EZ Lift	Included	Included
R9Y	Fleet Free Maintenance Credit	\$ -40.95	\$ -45.00
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included
UQF	6-Speaker Audio System	Included	Included
VH6	Black Front Bumper	Included	Included
VJG	Black Rear Bumper	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z85	Suspension Package	STD	STD
ZLQ	WT Fleet Convenience Package	\$ 691.60	\$ 760.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 AC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Speakers: 12 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock

Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabbage Insulator: cabbage insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Total Cost of Ownership Patrol

F150

Premier Underground	Current Budget Projection	Enterprise Budget Projection
# VEHICLES IN FLEET	1	1
DEPRECIATION (Lost Value)		
Average Cost Per Vehicle	\$4,700	\$59,176
Total Cost Fleet New	\$4,700	\$59,176
Holding Period Years	2	20
Estimated Value at Holding Period Per Vehicle	\$0	\$0
Estimated Value Total Fleet	\$0	\$0
ANNUAL DEPRECIATION	\$2,350	\$2,959
MAINTENANCE		
Estimated Monthly Maintenance	\$261	\$194
ANNUAL MAINTENANCE	\$3,132	\$2,328
FUEL COST		
Miles Driven Per Vehicle	10,000	10,000
Avg MPG	11.0	13.0
Fuel Cost Per Gallon	\$3.03	\$3.03
Miles Driven	10,000	10,000
ANNUAL FUEL	\$2,755	\$2,331
TOTAL COST ANNUALLY	\$8,237	\$7,618
CENTS PER MILE	0.824	0.762



FLEET MANAGEMENT

Annual Savings
\$619

Total Cost of Ownership Patrol

SEDAN

Premier Underground	Current Budget Projection	Enterprise Budget Projection
# VEHICLES IN FLEET	1	1
DEPRECIATION (Lost Value)		
Average Cost Per Vehicle	\$4,700	\$48,148
Total Cost Fleet New	\$4,700	\$48,148
Holding Period Years	2	20
Estimated Value at Holding Period Per Vehicle	\$0	\$0
Estimated Value Total Fleet	\$0	\$0
ANNUAL DEPRECIATION	\$2,350	\$2,407
MAINTENANCE		
Estimated Monthly Maintenance	\$261	\$177
ANNUAL MAINTENANCE	\$3,132	\$2,124
FUEL COST		
Miles Driven Per Vehicle	10,000	10,000
Avg MPG	11.0	33.0
Fuel Cost Per Gallon	\$3.03	\$3.03
Miles Driven	10,000	10,000
ANNUAL FUEL	\$2,755	\$918
TOTAL COST ANNUALLY	\$8,237	\$5,450
CENTS PER MILE	0.824	0.545



FLEET MANAGEMENT

Annual Savings
\$2,787



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21st 2020

Regular Special

DATE ACTION SUBMITTED: January 14th 2020

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF CONTRACT FOR SERVICES WITH AMBULANCE MEDICAL BILLING (AMB) FOR AMBULANCE BILLING SERVICES.

FROM: **Keri Bagley, Finance Director**

RECOMMENDATION: **Approve Contract with AMB**

PROPOSED MOTION: **I move to approve a contract for ambulance billing services with AMB.**

DISCUSSION: A request for proposal (RFP) for ambulance billing services was posted on December 12th 2019, due January 9th 2020. Eight companies responded to the RFP. Our current ambulance biller, Ambiserve, did not respond. Of those who responded administration recommends selection of Ambulance Medical Billing (AMB) based on best combination of pricing and service. Please see attached letter and table for further details.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: 10-34-40066 & 10-64-34010

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Keri Bagley
Keri Bagley,
Finance Director

Reviewed by: Theresa Coleman
Theresa Coleman,
City Manager



January 14, 2020

To: Mayor and Council

Re: Ambulance Billing Services

The City of Bisbee is currently using Ambiserve for ambulance billing. The contract with Ambiserve was up for renewal on December 31st 2019. With decreasing ambulance revenue and a high level of assistance required by finance employees it was decided to seek requests for proposals for ambulance billing. We are particularly looking at lower commission costs, increased ambulance revenue collections, and more efficient use of City employee time. Eight companies submitted proposals, Ambiserve did not. Of those eight, Ambulance Medical Billing (AMB) had the lowest commission rate combined with high rates of collection. Additionally, they are able to receive ambulance payments for the City and remit revenue to the City via ACH. This will increase accuracy of patient accounts, apply payment to account balances more quickly and relieve finance of handling confidential patient information. AMB is also able to expedite the implementation period to begin claims processing and collections in as soon as seven days. There is no setup costs and unlimited and customized reports are available. We believe this company is the best option for the City at this time when maximizing collections on ambulance service is critical.

Please contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Keri Bagley".

Keri Bagley

Finance Director, City of Bisbee

kbagley@bisbeeaz.gov

(520) 432-6008



Professional Services Agreement EMS Billing Services

THIS AGREEMENT is made and entered into this 21st day of January, 2020 by and between the CITY OF BISBEE, hereinafter referred to as the "City", and Ambulance Medical Billing (AMB), hereinafter referred to as the "Contractor".

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide ambulance billing services more specifically described in Exhibit "A" Scope of Services.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration for the performance of the services described in Attachment "A" the City shall pay the Contractor monthly and per transaction fees as specified in Ambulance Medical Billing's proposal. The Contractor will collect a percentage of 3.29% of net cash collected. Net cash collected includes the total reimbursements recouped minus contractual adjustments and refunds.

The City will pay the Contractor following the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of service and correct invoicing. Each invoice must bear written certification by an authorized City representative confirming the services and material for which payment is requested have been performed and received. The City agrees to pay all properly documented invoices, for accepted work and material within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery, mail or e-mail.

The designated recipients for such notices, invoices and payments are as follows:

Contractor: Ambulance Medical Billing
Andria Pugh, Dedicated Billing Representative
100 Fulton Court
Paducah, KY 42001
(720) 838-0715

City: City of Bisbee
Keri Bagley
Finance Director
915 S. Tovreaville Road
Bisbee, AZ 85603
520-432-6008
kbagley@bisbeeaz.gov

III. DURATION AND RENEWAL

This Contract shall remain in effect for a period of one year from the date of approval, and may be renewed for two additional one year terms upon the mutual agreement of the parties.

IV. TERMINATION

A. The City may cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating

the Agreement on behalf of the City is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or Consultant to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the City is received by the parties to this Agreement, unless the notice specifies a later time.

B. This Agreement may also be terminated at any time by mutual written consent.

C. The City reserves the right to cancel the whole or any part of this Agreement due to failure of the Contractor to carry out any term, promise or condition of the Agreement. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the City:

1. Contractor provides personnel who do not meet the requirements of the Agreement;
2. Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
3. Contractor attempts to impose on the City personnel, materials, products, or workmanship that is not of an acceptable quality;
4. Contractor fails to furnish the required service and/or product within the time stipulated in the Agreement;
5. Contractor fails to make progress in the performance of the requirements of the Agreement and/or gives the City a positive indication that contractor will not or cannot perform to the requirements of the Agreement.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

VI. INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by the City and the Contractor.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless the City of Bisbee, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, reasonable court costs, or other alternative dispute resolution

costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. The City of Bisbee reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

X. INSURANCE

Contractor must maintain its own insurance.

XI. LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub-contractor who performs any work for the Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.

The City shall have the right at any time to inspect the books and records of the Contractor and any sub-contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any sub-contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the Contractor to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-contractor, and the sub-agreement is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-contractor, (subject to City approval if MWBE preferences apply) as soon as possible so as not to delay service.

The Contractor shall advise each sub-contractor of the City's rights, and the sub-contractor's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

"The sub-contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-contractor's employee and the requirements of A.R.S. § 23-214(A). The sub-contractor further agrees that the City may inspect the sub-contractor's books and records to insure that the sub-contractor is in compliance with these requirements. Any breach of this paragraph by the sub-contractor will be deemed to be a material breach of this Agreement subjecting the sub-contractor to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the CITY and the CONTRACTOR relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CONTRACTOR:

Ambulance Medical Billing Date

ATTEST:

Ashlee Coronado, City Clerk Date

APPROVED BY:

David Smith, Mayor Date

APPROVED AS TO FORM:

James Ledbetter, City Attorney Date

Exhibit "A" Scope of Services and Fees

SCOPE OF THE PROJECT

Project Description

The City's purpose in requesting this proposal is to obtain comprehensive billing services for EMS fees.

Objectives

The City's objective in requesting this proposal is to obtain a medical billing firm needed to perform the responsibilities as described here in. Also, in an effort to reduce the City's carbon footprint, expedite processing, and reduce labor required for data entry and transmission of patient data, the City desires to collect patient data on mobile computers in the field, transmit the data via the Internet to the Billing Agency for immediate processing.

Responsible Offers

Bid Proposals will be screened to ensure that the contract will be awarded to a responsible offer. In order to qualify as responsible, the offer must meet the following criteria as they relate to this RFP:

- Must have adequate technical resources for performance.
- Must have the necessary experience, organization, and technical skill in the field of EMS billing services.
- Must have a satisfactory record of performance in developing and implementing similar services.

Billing Agency will provide the following services

- Invoicing, statement and dunning letter processing; rate adjudication; filing claims on behalf of patients with Medicare, Medicaid and third party insurance companies; the City will collect payment and send receipts to the Billing Agency to update patient accounts. The billing agency may also collect payment and remit funds to the City.
- Invoices shall be prepared according to the rates established by the City, according to guidelines and procedures established by the City and the Agency, and all applicable regulations including those for Medicare and Medicaid Services (CMC)
- Obtain missing data necessary for billing through available databases, telephone queries from the receiving hospitals or from the patient, using the mail for such inquiries only if the telephone contact numbers are unavailable.
- Electronically file (code) invoices to appropriate parties.
- Process denials for Medicare and Medicaid according to the timelines defined by the Billing Agency and the City.
- Process all refunds and over payments in a timely manner.
- Establish internal controls to ensure that policies and procedures are being followed.
- On approval by the City, establish monthly payment plans for patients to liquidate any outstanding balance on an installment plan. The minimum payment on installments shall be \$20 per month. No interest may be charged to patients.
- Submit an invoice each month to the City of Bisbee specifying individual account information and collections received, as the basis for the monthly commission and remittance.
- The Billing Agency shall not have the right to refuse to bill any EMS fees.

- The Billing Agency shall suspend collection efforts on any EMS bill upon written notice to do so by a specified representative of the City's Finance or Fire Department. The City's representative (s) may recall any EMS account at no cost to the City, except for fees earned prior thereto.
- The expectation of the City is that the initial invoices will be processed within three business days of the receipt of EMS run data on the Agency's server.
- The contractor shall provide, at no cost to the City, a toll free telephone number, which shall be without cost or expense to the caller, which will be staffed during MST regular business hours by an employee of the Billing Agency. The phone number shall be published on all statements sent by the contractor.
- The contractor will make recommendations to the City regarding implementation of any new applicable fees based on the Billing Agency's knowledge of current industry standards.
- The Billing Agency will be expected to meet, as necessary, in person with Fire Department or Finance Department staff to ensure a smooth and continuing operation. All cost of such meetings will be the responsibility of the Billing Agency.
- All billing, fee collection and account status reporting will be in a format acceptable to the City. The Billing Agency's proposal shall include samples of the proposed reports. The Billing Agency's proposal shall include proposed report forms and the desired schedule for furnishing each.
- The Billing Agency must provide a procedure for collecting delinquent accounts; those unpaid 120 days after first billing with no payment or correspondence from the patient, or accounts 90 days in default.
- The Billing Agency shall secure and maintain throughout the duration of this contract, insurance of such types and in such amount as may be necessary to protect the Agency and the City of Bisbee from claims from damages and person injury.
- The successful Billing Agency shall furnish the City of Bisbee a satisfactory Certificate of Insurance which shall be tendered within fifteen (15) days of receipt of contract by the Billing Agency.

This agreement does not create an employer relationship between the parties. It is the parties' intention that the Billing Agency will be an independent Billing Agency and not the City of Bisbee employee for all purposes.

The Billing Agency shall be capable of receiving and processing account data via by electronic patient forms or data files, or as a backup by written (printed) patient forms or forms. These electronic forms shall be forwarded (transmitted via internet directly from the Fire Department to the Billing Agency.

As sole compensation for the Agency's services, the City of Bisbee will pay the Agency a commission based on the number of claims processed or % of fees collected.

The Agency will submit an invoice each month to the City of Bisbee specifying individual account information and collections made, as a basis for the monthly commission.

Refunds provided by the City to accounts where the Billing Agency has previously collected a commission fee shall be subtracted from the next month's commission fee.

The Billing Agency will assume billing for all current EMS accounts on the contract commencement date regardless of transport date.

AMBULANCE BILLING

(all commission rates are percent of revenue collected)

COMPANY NAME	COMMISSION	SETUP COST	HIGHLIGHTS
Ambulance Medical Billing	3.29%	N/A	<ul style="list-style-type: none"> - Have numerous clients who uses ImageTrend, BFD's current ePCR system so this would assure a smooth transition - 215 clients nationwide with 80% municipalities - Report an initial increase in revenues of 8 – 10% - Ensure claims are accurately coded and compliant for highest possible reimbursement - Only uses Certified Ambulance Coders - Unlimited and customized reports at no cost - Have references for Cities in AZ that use them, references mention major increase in their revenue since changing to AMB - 30 to 35-day implementation process but could launch in 7 days - Well known electronic claims submission system assures clean claims with decrease delay on reimbursements - Has their own division for bad debt recovery - They can receive payments or the City can continue to collect. Pros on either side. Reduced workload, faster turnaround, less responsibility for client data and increased accuracy if they take payments. Con, have to trust in their revenue reporting - Training provided including training EMS personnel on effective & compliant documentation requirements - Lowest cost of all the bids
Quick Med Claims	3.4%	N/A	<ul style="list-style-type: none"> - Revenue a priority, aggressively pursue every account - All data submitted belongs to the City, no cost to request this data and retained for 10 years - Bills in less than 2 days for quick receipt of revenue - Follow up on accounts regularly at 30, 60, 90 days - Clients see and average increase of \$575 per High Deductible Health Plan claims

COMPANY NAME	COMMISSION	SETUP COST	HIGHLIGHTS
			<ul style="list-style-type: none"> - After all collection efforts are exhausted at the direction of the City sends claims to collections. Will send to City's vendor for this. - Work with all sources to fill in missing claim info and submits correctly the first time for quick reimbursement - 1.3 Million claims processed annually - Does not mention ImageTrend, needs to work on integration with HealthEMS - Various reports available and access to billing portal - Would work with city to set up online payment options with current online payment vendor - Documentation training - Goal is to begin billing in less than 90 days, this is too long for integration process
Image Trend	3.5%	N/A	<ul style="list-style-type: none"> - Already use ImageTrend for the ePCR system - Gives access to their claims system to see real-time status of aging reports, invoices, charges, payments received, etc. - They accept payments and post to their system immediately. Less workload for city, more accuracy, faster turn-around - Review all payments that accurate reimbursement was provided, appeal all under payments - Continually work on aging accounts - Verify with us if accounts should go to collections and initiated the collection process - Claim to have the highest rate of return in the industry - System allows verification of correct patient and insurance info for accurate claim filing and quick collection - Requires daily deposit uploads of payments received at city hall. Current requirement is weekly. - Two two-hour webinars are included - Patient Payment Portal available - Multiple reporting options - Includes debt collection services, 33% of collections fee. - Reports, invoices, letters can be configured however we want

COMPANY NAME	COMMISSION	SETUP COST	HIGHLIGHTS
Fry Fire District	3.75% or 3.5% with a 3 year contract	\$1,500	<ul style="list-style-type: none"> - 3-year contract - 30 – 45 day implementation timeline - Used Fry Fire in the past and were very satisfied with their service, very friendly, helpful and courteous - Revenues were higher at that time but also had a high call volume - Have made improvements in their system over the past few years to automate and speed up their process - Works extensively with ImageTrend and can export Bisbee’s data from ImageTrend into their billing software with no issues - City of Bisbee personnel can log into their billing system to view data and reports - Imports data into Waystar that does a second audit of the data for accuracy before dispersing to appropriate payers which improves collection rates and times, receive some payments within 3 days - Have been doing ambulance billing since 1976, bill for four departments - Closest geographically to Bisbee - Anticipate a quick and simple setup period based on prior experience - Detailed process for collecting on aging accounts and will send accounts to collection agency of our choice - 80% collection rate, pre-adjustment rate of 46% - 57% which is similar to current rate. 97% post-adjustment collection rate for Medicare and AHCCCS
Fire Recovery EMS	3.95%	N/A	<ul style="list-style-type: none"> - Process nearly 500,000 transports per year - Work with other cities in Arizona - Employ certified ambulance coders - Maximize revenue is priority, do not accept initial denials - They take the payments - Numerous reports available - Can also assist with other billing such as out of city emergency calls, fire inspections

COMPANY NAME	COMMISSION	SETUP COST	HIGHLIGHTS
			<ul style="list-style-type: none"> - Can provide training to EMS staff on documentation, HIPPA, medical necessity - 45-day implementation period - Does not mention current compatibility with ImageTrend - Uses Waystar and other systems to audit all claims and submit to insurance providers
Claims Action-Medical Billing	6.0%	N/A	<ul style="list-style-type: none"> - Seems to be a more manual process - Second highest cost - Only maintain a couple of clients for better customer service
Kirk	7.5%	N/A	<ul style="list-style-type: none"> - Highest cost - Not a lot of detailed info provided
City of Sierra Vista	\$2,000/Month	N/A	<ul style="list-style-type: none"> - City currently pays an average of \$2,300/month. Sierra Vista charges a flat fee of \$2,000/month up to 1,000 billings/year. After that it is an additional \$24/invoice. At the current call rate this would be an additional \$4,800/year which in total would be about what the City is paying now or slightly higher - Must provide to them the data in a format acceptable for input into their computerized billing system - Must submit payment receipts within 3 days. Current practice is weekly. Fry requires receipts monthly - Listed exceptions to City of Bisbee's requirements in Scope of Work. Other companies stated they could comply with all requirements

Summary

Company Name	Decision	Reason
Ambulance Medical Billing	Yes	Lowest cost, increased revenue collection, decreased workload
Quick Med Claims	No	Implementation period too long
Image Trend	No	Implementation period may be longer than AMB or Fry
Fry Fire District	No	Between AMB and Fry, cost is slightly higher, setup fee required
Fire Recovery EMS	No	Higher cost for similar service
Claims Action Medical Billing	No	Second highest cost
Kirk	No	Highest cost
City of Sierra Vista	No	Flat fees gives no incentive to collect highest possible revenues



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: **January 21, 2020**

Regular Special

DATE ACTION SUBMITTED: January 14, 2020

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **DISCUSSION AND POSSIBLE APPROVAL OF THE RECOMMENDATION FROM THE BISBEE ARTS COMMISSION TO FUND A GRANT APPLICATION FOR ABIGAIL STAGE IN THE AMOUNT OF \$300.00 FROM THE BISBEE ARTS COMMISSION FUND**

FROM: **Nina Williams, Deputy City Clerk**

RECOMMENDATION: **Approve**

PROPOSED MOTION: **I move to approve the funding of the grant application for Abigail Stage in the amount of \$300.00 from the Bisbee Arts Commission Fund.**

DISCUSSION:

At the January 6, 2020 Regular meeting of the Bisbee Arts Commission, the Commission unanimously approved a recommendation to the City Council to fund \$300.00 of Abigail Stage for Fascination in Action a 2-week Exhibit

FISCAL IMPACT: **\$300.00**

DEPARTMENT LINE ITEM ACCOUNT: **42-40-10530**

BALANCE IN LINE ITEM IF APPROVED: **\$4,905.00**

Prepared by: *Nina Williams*
Nina Williams,
Deputy City Clerk

Reviewed by: *Ashlee Coronado*
Ashlee Coronado,
City Clerk

Mission Statement
"To Transform Lives and Enrich our Community Through the Arts"



915 S. Tovreaville Road
Bisbee, AZ 85603

Monday, January 6, 2020 at 5:30 pm

Action Agenda

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

Call to Order:

Roll Call:

Juanette Hill

Karen Schumacher, Chairperson

Sharon Stetter, Vice-Chair

Kate Drew-Wilkinson

Sandra CH Smith

Bill Higgins, Ward 1, City Council Liaison

Nina Williams, Staff Liaison

Call To Public- None

Item 1.

APPROVAL OF THE MINUTES OF THE NOVEMBER 13, 2019 SPECIAL MEETING

MOTION: Commissioner Stetter moved to approve the Minutes of the November 13, 2019 Special Meeting.

SECOND: Commissioner Drew-Wilkinson

MOTION PASSED: Unanimously

Item 2.

DISCUSSION AND POSSIBLE ACTION TO GRANT TONYA BORGESON AN EXTENSION FOR HER GRANT FUNDING PROJECT "PLAY WITH CLAY" 2018-2019 TO BE COMPLETED BEFORE THE END OF SEPTEMBER 2020

MOTION: Commissioner Smith moved to grant Tonya Borgeson an Extension for her Grant Funding Project "Play with Clay" to be completed before the end of September 2020.

SECOND: Commissioner Hill

MOTION PASSED: Unanimously

Item 3.

DISCUSSION AND POSSIBLE ACTION REGARDING SPONSORSHIP FOR KATE SCOTT'S BOOK ON THE IMPACT OF THE BORDER WALL ON THE RIVER AND WILDLIFE (PUBLISHING

MOTION: Commissioner Schumacher moved to table this item.

SECOND: Commissioner Stetter

MOTION PASSED: Unanimously

Mission Statement
"To Transform Lives and Enrich our Community Through the Arts"

Item 4.

DISCUSSION AND POSSIBLE ACTION REGARDING GRANT APPLICATION RECEIVED FOR 2019-2020 FUNDING IN THE AMOUNT OF \$500.00 TO THOMAS ENRIQUEZ FOR WISHING WELL IN COURTYARD OF THE WELLNESS CENTER

ITEM PULLED BY APPLICANT FROM THE AGENDA

Item 5.

DISCUSSION AND POSSIBLE ACTION REGARDING GRANT APPLICATION RECEIVED FOR 2019-2020 FUNDING IN THE AMOUNT OF \$300.00 TO ABIGAIL STAGE FOR FASCINATION IN ACTION A 2 WEEK EXHIBIT

Commissioner Hill recused herself she is part of this project.

MOTION: Commissioner Drew-Wilkinson moved to approve grant funding in the amount of \$300.00 to Abigail Stage for Fascination in Action a 2-week exhibit.

SECOND: Commissioner Schumacher

MOTION PASSED: Unanimously

Item 6.

DISCUSSION AND POSSIBLE APPROVAL TO REIMBURSE SHARON STETTER FOR ALL THE COST ASSOCIATED WITH THE CIG ART VENDING MACHINE THAT SHE HAS INCURRED

MOTION: Commissioner Schumacher moved to reimburse Sharon Stetter in the amount of \$228.51 for the cost that she has incurred that are associated with the CIG Art Vending Machine.

SECOND: Commissioner Smith

MOTION PASSED: Unanimously

Item 7.

DISCUSSION REGARDING THE COCKTAIL PARTY THAT WAS HELD ON WEDNESDAY, DECEMBER 11, 2019 AT THE CONVENTION CENTER.

The Commission discussed the Cocktail Party that was held on December 11th at the Convention Center.

Item 8.

FUTURE AGENDA ITEMS (NO DISCUSSION)

- Ms. Williams, Staff Liaison thanked the Commission for going paperless.
- Ms. Williams, Staff Liaison reminded the Commission that the next meeting in February would be held in the meeting room of City Hall.
- Rita Verri Final Report
- Laurie McKenna Final Report
- Kate Scott Sponsorship
- Fundraising
- Sip & Paint Event
- Juanetta Hill's Plaster Project with the Tintown Shelter

ADJOURNMENT: 6:01PM



BAC Bisbee Artist Grant Application

Bisbee Arts Commission

The Bisbee Arts Commission is charged by the Mayor and Council to make recommendations to the council regarding funding of eligible art projects. The goal is to support the artists and arts in the Bisbee community in the following categories:

1. Visual Arts
2. Performing Arts
3. Film and Video
4. Arts Education
5. Promotion: Projects or advertising that promote the Bisbee Arts Community.

Example: Bisbee Artist Studio Tours

There are 4 steps to the funding process:

1. Fill out the following application and include your project budget, resume, and an artist's statement. *Type or print clearly. Please keep answers clear and concise.*
2. **Provide 8 copies of this application and project budget, resume, and artist's statement at the time of submittal to Bisbee City Hall located at 915 S. Tovreaville Road, Bisbee, AZ 85603.**
3. The Bisbee Arts Commission must be clearly acknowledged in print, or announced at the event, as a sponsor of funded projects.
4. Submit a final report within 30 days of completion of funded project. A final report form is included at the end of this application and does not need to be included when the application is submitted.

Eligibility requirements:

1. The primary audience for the project must be Bisbee residents.
2. The project must stand alone as an artist endeavor aimed at a public audience. *Example: The BAC will not pay to provide artistic entertainment for a non-artistic industry convention or event.*

3. Applicant must be an individual artist or group/collective of artists. *This grant funding is not for non-profits or government entities. The BAC will consider sponsorship for these categories of grantees through-out the year. For consideration of funding by the BAC, please contact us @ bisbeeartscommission@gmail.com.*

Applications for assistance with normal, 'business as usual' expenses involved with the applicant's customary art practice or professional activities are not high priority for funding. If you have a question about the suitability of your idea for a grant, email us bisbeeartscommission@gmail.com.

With this Application, please include:

1. Your Project Budget: *A budget document should include all project income and all project expenses. The income should include the amount of your grant request. The source of any matching revenue, if applicable, should be shown. The total amount for expenses and the total amount of income should be equal to each other, so your budget is balanced.*
2. Resume
3. Artist Statement

General Information

Applicant's name: *(If you are applying as group or collective, please also list the contact name):*

ABIGAIL STAGE

Phone number:

[REDACTED]

Email:

[REDACTED]

Mailing Address:

[REDACTED]

Name of Project:

"Fascination in Action"

Project Description:

"Fascination in Action" is a 2-week exhibition featuring Bisbee women artists working in 3-D. Taking place at Central School Project, the show will run from February 21 - March 8, 2020. The intention of this show is to provide an opportunity for growth and introduce to the Bisbee Community a number of artists quietly working on their own. The roster includes Julia Arriola, Kate Bishop, Juanetta Hill, Marie Kline, Jill Maxwell, Alexandra Moon, Ruby Odell, Beth Sabghir, Abigail Stage and Kim Terpening. There will be a closing event to celebrate International Women's Day on March 8.

Amount Requested:

(Grants to applicants range from a minimum of \$100 to a maximum of \$500.)

\$300

Project Cost

What is the total projected cost of the activity? \$400

What is the proposed use of the grant funds?

Costs for display of works; lights, fans, pedestal repaint, food + musicians for opening, promotional materials for show and closing event on March 8.

Location of project or activity

Are you a resident of the city of Bisbee, Arizona? Yes

(We ask this for our own reporting. City residency is not required for consideration, but funded project must take place or be shown within city limits.)

Activity Dates

When will your project take place?

For this round, supported activities should take place between November 2019 and October 2020, although they can extend before and after this period.

February 21 - March 8, 2020

Local Community Impact

In what ways do you think this project could have an impact on the local community?

It will introduce a number of artists to the community whose work is lesser known. The closing event is a celebration of International Women's Day, providing another opportunity for interaction, education and entertainment.

Are other artists involved?

If there are other artists involved in your project in a meaningful way, please list them below and explain briefly how they are involved.

Artist Roster:

Julia Arriola	Beth Sabghir
Kate Bishop	Abigail Stage
Juanetta Hill	Kim Terpening
Marie Kline	
Jill Maxwell	
Alexandra Moon	
Ruby Odell	

If you are applying on behalf of an artist collective or group, please provide the names and artistic disciplines for others in the group.

Additional Information

What other details about the project and your request for grant funding would you like the review panelists to know?

Sharon Stetter gave permission for submission of this grant request past the closing deadline -fyi.

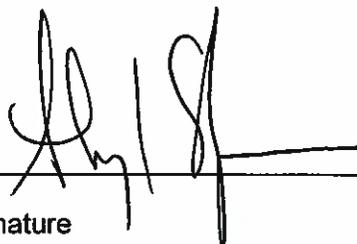
Upon request, I agree to provide the City of Bisbee with a full accounting of the funds received, including receipts, cancelled checks and other documents suitable for proof of payment.

I agree to complete the project for which funds are requested within 1 year of notice of award.

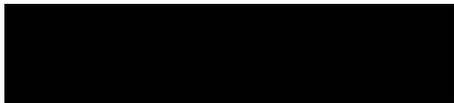
I will provide a written, final report to the City of Bisbee within 30 days of completion of the project.

I agree that if funds are not used for the stated purpose and within 1 year of award, they will be returned to the BAC.

Funds received may be subject to 1099 tax reporting requirements.

<u>Abigail Stage</u>	<u></u>	<u>10/21/2019</u>
Typed or Printed Name	Signature	Date

ABIGAIL STAGE



OBJECTIVES

Curating show at Central School, February 21 – March 8, 2020, "Fascination in Action" Women Working in 3-D

EDUCATION

University of North Carolina, Greensboro

December, 1992 Bachelor of Fine Arts/Dance, Master of Fine Arts/Dance

EXPERIENCE

- Wallflower Order Dance Collective, toured internationally for five years, San Francisco, CA
- Danced with numerous independent choreographers, New York City
- Dance Matrix, professional, community and youth companies, Bisbee, AZ
- Glass sculpture and photography cards, PanTerra Gallery, Bisbee, AZ
- Paper sculpture for upcoming "Fascination in Action" show

SKILLS

- Produced numerous dance performances, Washington DC, Bisbee, AZ
- Handled administrative tasks for Dance Matrix, including grants

Abigail Stage

Artist Statement

I have been a performing artist in modern dance, since 1981. As a choreographer, teacher and administrator in dance, I have had the full range of experiences possible in that field.

While I am still performing - most recently at the Bisbee History Thru Dance production, I have also been working in photography and glass and paper sculpture. I find myself exploring many of the same elements of dance – namely shape and form. Many of the paper sculptures are suspended creating a kinetic experience of the work.

As I began to work in sculpture I took note of who was doing 3-D work in Bisbee. I found many other women in town doing work that the greater arts community was largely unaware of. I decided to approach Central School Project with the idea of a show and was accepted for a two-week exhibition, February 21 – March 8, 2020.

Joining me in this show, "Fascination in Action," will be Julia Arriola, Kate Bishop, Juanetta Hill, Marie Kline, Jill Maxwell, Alexandra Moon, Ruby Odell, Beth Sabghir and Kim Terpening.

The closing day of the show is on March 8th, International Women's Day. I will be hosting an event at Central School with singer Damaris Margaret, speaker Julia Arriola and giving a public acknowledgement to Tami Birch for her never-ceasing political activism. The event line-up is evolving.



Julia Arriola



Julia Arriola is a native Tucsonan, artist and retired museum curator from the Arizona Historical Society. She received her BFA, MFA in Sculpture and Metals, as well as a Masters in Landscape Architecture at the University of Arizona. In addition to her passion for art, other areas of specialization is 1800's Tucson, costume, multiculturalism and historic landscapes.

"I love the marriage of art and history! The perfect combination for design, interpretation and creativity, a beautiful braid of endless possibilities."



Marie Kline



Marie Kline is a retire community college Wood technology and Carpentry instructor with a degree in Art. She has been designing and building one of a kind art furniture pieces for 25 years. Marie's designs are intricate, carefully designed and crafted, functional wood pieces that incorporate a wide range of other materials including: leather, metal, caning, and ceramic. Most designs are based on curved or undulating shapes achieved by bent laminating, steam bending, turning, carving, or coopering. Hardware, including locks and hinges are mostly hand made and although power tools are used to process wood to a point, hand tools are the preferred method of fabrication.



Juanetta Hill



My passion for Life Casting began when I was a director of a Community Center in Indiana. I was looking for an activity that would inspire the children that frequented the center. Making masks had a profound impact upon the children, transformed the center overall and was the catalyst for the journey I'm on today. Today I cast the entire body including pregnant bellies, hands, faces, and paws and hoofs. I've facilitated mask making workshops (2013, 2015, 2017, 2019) for St. Mary's College, South Bend, IN. Currently I create Life Casting of the entire human body.



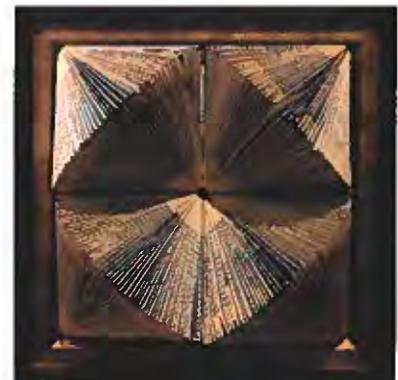
Alexandra Moon



I became fascinated with fiber at age 12. Since then I've worked with a full spectrum of materials. For the past 20 years my focus has been on felting – one of the oldest fabrics made by humans. I make the fabric, dye it when necessary and create a garment that's inspired, symbolic and wonderful to wear. I am one of the founding members of the Bisbee Fiber Arts Guild and have been a member since 1998.



Jill Maxwell



I work in various media including fiber, clay, mixed media and digital art. My eyes see magic in the mundane; a bit of rusted wire, a broken trinket, twisted wood. Various creatures dance, fly and swim their way into my art. I am inspired by the fanciful meeting of these objects and the allure of 'what if'. I have presented work in Altered Books, the Chocolate Tasting Auction and Remake, Bisbee, AZ.



Lisa Head



Lisa was first introduced to the Appalachian style of basketry in the early 1970's while searching for an alternative lifestyle in Estill County, Kentucky. She began her weaving career working with willow bark from the willow trees that grow in groves along the Kentucky River. As a self-taught weaver, she has always enjoyed utilizing the natural materials around her. So, when the family moved to central Pennsylvania in the early 80s, Lisa again became curious about the local crafts. Lisa extended her art to include the rye straw coiling technique of the Pennsylvania Dutch. Then in 1996, Lisa received a grant to work with a master weaver of the Tohono O'odham Indian tribe in Sells, Arizona. It was during this time that she discovered the beauty and draw of Arizona. Her current work includes the use of Apache pine needles, Sweetgrass, and devil's claws.

Lisa's work has been featured in a number of magazines, and is on exhibit in the permanent collection of American Baskets at the Renwick Gallery of the Smithsonian American Art Museum.



Kate Bishop



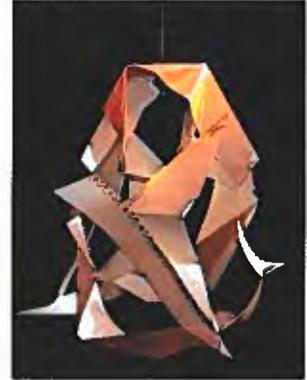
I started a fashion design business because I knew how to sew and had too much of an authority problem to work for anyone else. A crew of delightful local women worked in my home studio with laughter and music, and often with children playing in the scrap boxes. We made silk bridal and evening gowns draped on the bias. The bridal work led to headpieces, and for many years I focused on millinery design. Over the years my work expanded to include surface design, fabric sculpture, dying and painting. Now I'm having fun working out of the scrap boxes and making whatever strikes my fancy. I think of art work as the work a piece of art does in the world. If one of my pieces makes you smile, then my art is working.

The dresses and hats sold in boutiques, galleries, museums and art fairs across the country and in Europe and Asia, including the following and many more; Atelier-musée du Chapeau, Chazelles-sur-Lyon, France, Hong Kong Design Institute, Philadelphia Art Museum Craft Show, American Craft Council Shows, Baltimore, Atlanta, San Francisco, Sausalito Art Festival, Celebration of Craftswomen, San Francisco, American Crafts at Lincoln Center, New York and Coconut Grove Art Festival, Florida.

I have received a Smithsonian Craft to Wear Award, done costume design work for the movie TITANIC and have been featured in Women's Wear Daily, Ornament Magazine, The Crafts Report, American Craft Magazine and Glamor Magazine. My work was featured in the book "Running a One Person Business."



Abigail Stage



Abigail has been a performing artist in modern dance, since 1981. She has both her BFA and MFA in Dance and as a choreographer, teacher and administrator in dance has had a full range of experiences in that field. She was co-director of Dance Matrix for six years in Bisbee, AZ and received a grant from the Amazon Foundation of Tucson to teach self-defense to girls and women. Abigail has toured throughout the United States, Europe and Canada.

While still performing, Abigail has also been working in photography and glass and paper sculpture. She explores many of the same elements as dance; shape, form and the interplay of light. Many of the paper sculptures are suspended creating a kinetic experience of the work.

Abigail is curating the show "Fascination in Action, 11 women Sculptors" to be held at Central School Project February 21 – March 8, 2020.



Beth Sabghir



Beth Sabghir is a recent transplant to Bisbee. She earned a Masters of Science from Tufts University and is currently working at the Pediatric Center of Excellence in Douglas as a Pediatric Occupational Therapist.

When she isn't wearing her 'professional hat' or walking her beloved dog Lentil, Beth is exploring with various art mediums; clay, metal and glass. The natural world, movement and expression are ever present influences in her work and life.



Kim Torian Terpening



I was born in Ohio at the Fall Equinox, the middle child of a scrappy and talented artist father and a seamstress-plumber-homemaker mom. As a young adult it was clear to me that the Midwest couldn't hold me for long so I traveled West to Colorado then North to Montana. The larger the mountains and the more vast the landscape became the further north I traveled until I landed in Alaska. Before too long the wilds of Alaska had infiltrated my artist's soul, settling in for the long haul. Fifteen years ago the elegant bare bones Arizona landscape with its magical light captured my artist's heart and now I split my year between Bisbee, Arizona and Homer, Alaska. This landscape is as much a part of me now as my soul.

My studio work for the last fifteen years has focused on the Arizona and Alaskan landscapes and the profound effect they have on me as interpreted through digital photography. I also create art books and dark chocolate truffles.



Ruby Odell



I've been an artist all of my life – from the earliest scribbles and paper dolls. In school this was always my deepest interest and I majored in art all the way through. I have attended the San Francisco Art Institute, the New School for Social Research in New York and Santa Monica College, CA. I worked for a textile company in New York designing patterns to be printed on fabric. Dance, poetry and collage are three mediums that inform all of my work.

In 2018, I had a solo show of my collage work at the Prichard Gallery in the Copper Queen Library, which led to a show at the Sense of Place Gallery in Bisbee. I am a member of the Central School Project and have entered my work in numerous Bisbee shows; Altered Books, Remake, the Water show, the Bisbee Garden Show, the Plein Air Festival and am a participating artist in the Vintage Cigarette Machine fund raiser.

I have illustrated two children's books "Princess Kindness" and "Lions" by Catherine Clark.

Abigail Stage
“Fascination in Action”
Project Budget

Expenditures

Promotional Flyers for March 8 Event	\$30
Paint to Freshen Pedestals	\$30
Food for Opening	\$50
Promotional Cards for Show	\$50
String Lights	\$60
4 Fans for Kinetic Work	\$80
Musicians	<u>\$100</u>
Final Expenditures	\$400

(Central School will be supplying the posters for the show.)

Income

Donation from Family	\$100
Bisbee Arts Commission Grant	<u>\$300</u>
Final Income	\$400



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **January 21, 2020**

Regular Special

DATE ACTION SUBMITTED: January 15, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: **Discussion and Possible Approval to establish an Animal Ordinance Ad Hoc Committee.**

FROM: **David M. Smith, Mayor**

RECOMMENDATION: **Approve Ad Hoc Committee**

PROPOSED MOTION: **I move to establish an Animal Ordinance Ad Hoc Committee**

DISCUSSION:

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: David M. Smith
David M. Smith
Mayor



REQUEST FOR MAYOR & COUNCIL ACTION

Session of:

Regular Special

DATE ACTION SUBMITTED: 1/14/2020

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: Discussion and Possible Approval to waive the requirement to connect the property located at 106 Mohave Dr. to the City of Bisbee public sanitary sewer system.

FROM: Jesus Haro, Public Works Director

RECOMMENDATION: Waive the requirement to connect the property located at 106 Mohave Dr. to the City of Bisbee public sanitary sewer system.

PROPOSED MOTION: I move to waive the requirement to connect the property located at 106 Mohave Dr. to the City of Bisbee public sanitary sewer system.

DISCUSSION: The property located at 106 Mohave Dr. is currently not connected to the City of Bisbee sanitary sewer system. The closest possible point for this property to connect to the sewer system is approximately 830 feet from the property as shown in the attached Figure 1. Requiring this property to connect to the sewer system would require a connection be constructed approximately 430 feet south in Mohave Dr. passing in front of several residences, then approximately 400 feet east adjacent to Arizona State Route 92. Pursuant to City of Bisbee City Code 13.4.5.B, the Public Works Director and Mayor may waive, in writing, the requirement to connect to the City of Bisbee sanitary sewer system ...” Where circumstances of grade, terrain or similar condition prevent the ordinary hook-up to a public sanitary sewer system adjacent to the premises...”.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashley Coronado for Jesus Haro

Reviewed by: Jesus Coleman

Sewer Main Vacinity Map

106 Mohave Dr.

106 Mohave Dr

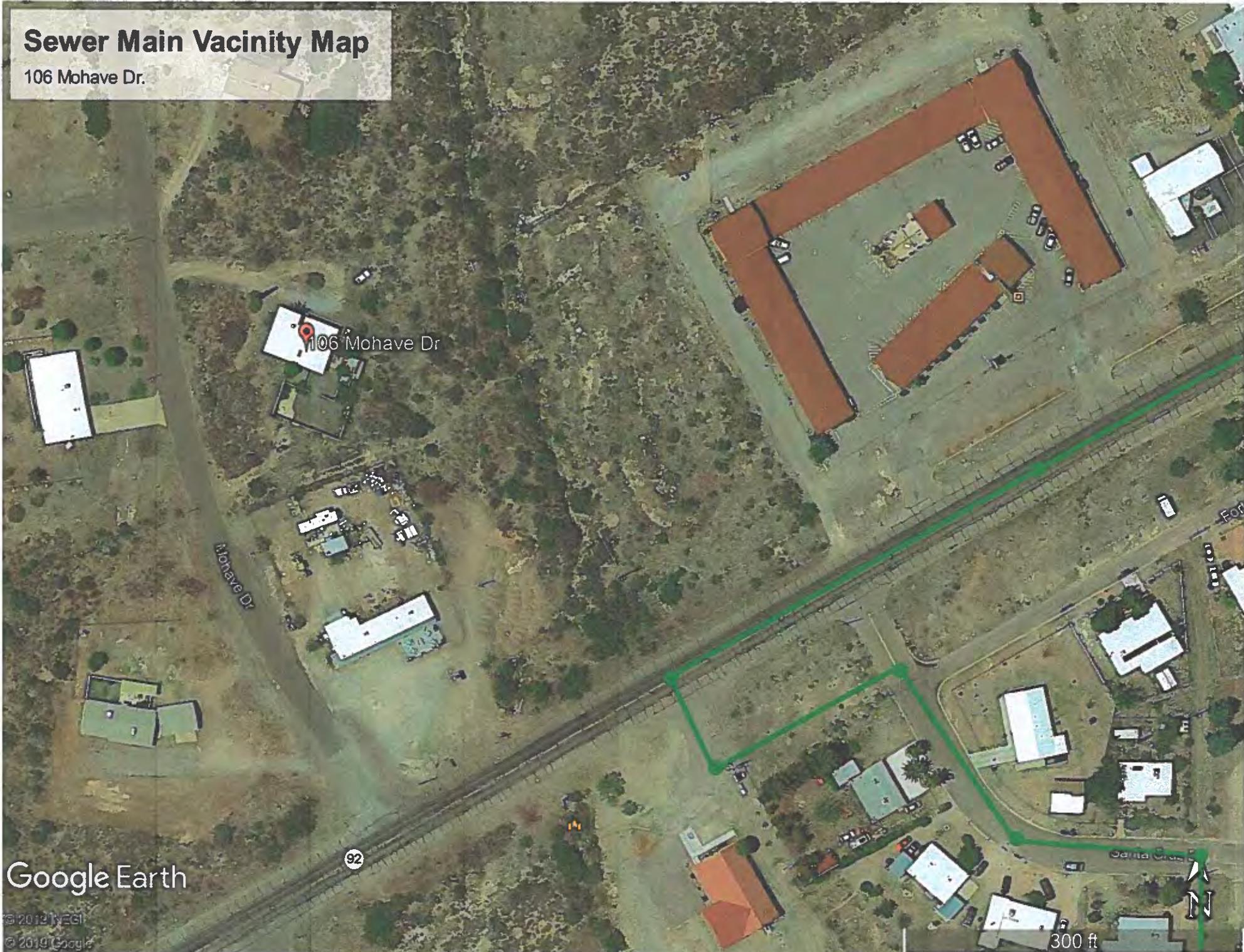
Mohave Dr

92

Google Earth

© 2018 INEGI
© 2019 Google

300 ft





REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>1/14/2020</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and Possible Approval to publish a request for proposal to demolish and dispose of the remaining structure at 118 Arizona Street.	

FROM: Jesus Haro, Public Works Director

RECOMMENDATION: Approve the publishing of a request for proposal to demolish and dispose of the remaining structure at 118 Arizona Street.

PROPOSED MOTION: I move to approve the publishing of a request for proposal to demolish and dispose of the remaining structure at 118 Arizona Street.

DISCUSSION: Following the fire of the City Hall Building at 118 Arizona Street in 2017, the asbestos material was demolished and removed. Portions of the original exterior walls and vault remained. A review of the remaining portions of the building was completed by Mr. George R. Stevenson Jr. P.E., S.E., SECB of Structural Concepts Inc. in May, 2018. The review determined:

1. The portions of the northern wall observed to be substantially cracked and damaged by the fire are not adequate for use.
2. The amount of steel reinforcement detected in the existing original walls, where present is substantially less than minimum reinforcement requirements specified by current building code.
3. Results of compression tests of core samples taken from the building are widely ranging and are typically very low. This indicates concrete of nonuniform quality and generally poor strength. (Structural Concepts Inc, 2018)

Based upon Stevenson’s report, the remaining structure should be demolished and disposed of due to the difficult and substantial reinforcements that would be needed. (Structural Concepts Inc, 2018)

City of Bisbee Code Article 3.5.4.A requires sealed bids for purchases estimated to exceed \$10,000. Public works staff is requesting approval to initiate the bidding process because this project was not specifically included in the FY2018-2019 approved budget.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: 

Reviewed by: 



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: January 21, 2020

Regular Special

DATE ACTION SUBMITTED: <u>1/14/2020</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and Possible Approval to publish a request for proposal to provide an oil distribution truck.	

FROM: Jesus Haro, Public Works Director

RECOMMENDATION: Approve the publishing of a request for proposal to provide an oil distribution truck.

PROPOSED MOTION: I move to approve the publishing of a request for proposal to provide an oil distribution truck.

DISCUSSION: Oil distribution trucks, or hot oilers, are designed to transport oil, tack, and other materials for asphalt maintenance such as sealcoating or fog sealing. Benefits of sealcoating asphalt are:

1. It will save money. Sealcoating can double or even triple the life of asphalt
2. Provides a barrier to salts, chemical and petroleum products that break down asphalt
3. It acts as a water proof and seals out moisture that can erode the base beneath the asphalt
4. Improves the crack resistance – keeps asphalt flexible so it does not creak or break
5. Handsome, black finish increases property value (proven fact)
6. Cures quickly for less interruption of traffic or business flow
7. Faster cleanup – well maintained pavement is easier to keep clean
8. Blackened color hue melts snow and ice more rapidly (Asphalt Maintenance Systems, (2019)

The City of Bisbee currently does not own an oil distribution truck. In the past, sealcoating and fog sealing pavement was done with a small oil distributor trailer with an eight foot wide span and a 250 gallon capacity. Procuring an oil distribution truck will allow for more in-house and efficient pavement maintenance.

City of Bisbee Code Article 3.5.4.A requires sealed bids for purchases estimated to exceed \$10,000. Public works staff is requesting approval to initiate the bidding process because this project was not specifically included in the FY2018-2019 approved budget.

References

Asphalt Maintenance Systems. (2019). Sealcoating. Retrieved from <https://www.amsasphalt.com/sealcoating/>

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

Reviewed by:



REQUEST FOR MAYOR & COUNCIL ACTION

Session of:

Regular Special

DATE ACTION SUBMITTED: 1/15/2020

REGULAR **CONSENT**

TYPE OF ACTION:
RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: Discussion and Possible Direction on repair and operation of street lighting for SR 80 from Old Bisbee to Lowell around the Freeport MacMoRan open pit.

FROM: Jesus Haro, Public Works Director

RECOMMENDATION: City Council direction regarding the repair and operation of street lighting for SR 80 from Old Bisbee to Lowell around the Freeport MacMoRan open pit.

PROPOSED MOTION: N/A

DISCUSSION: Currently the City of Bisbee has assumed responsibility for operation and maintenance of the street lighting for State Route 80 from Old Bisbee to the Lowell area around the Freeport MacMoRan (FMI) open pit. Arizona Public Service (APS) recently contacted the Public Works Department inquiring about the need for maintenance of the 14 lights around the FMI pit. According to APS, 3 lights are currently in need of light bulb replacement. APS has provided the approximate costs of replacing the three lights in need of replacement and replacing all fourteen lights and support arms. The approximate costs range from \$4,613 to \$15,079.

FISCAL IMPACT: \$4,613 - \$15,079

DEPARTMENT LINE ITEM ACCOUNT: 21-40-21000

BALANCE IN LINE ITEM IF APPROVED: \$47,646.85

Prepared by: Adrienne Coronado for Jesus Haro

Reviewed by: Jesus Haro

Ashlee Coronado

From: Stephen.Chasse@aps.com
Sent: Tuesday, January 14, 2020 2:43 PM
To: Jesus Haro
Cc: Theresa Coleman; Matthew.Riesgo@aps.com; Edward.Quinonez@aps.com
Subject: Bisbee Street Light Replacement Costs

Jesus,

Per our discussion yesterday, I have put together the following cost estimates to change out street lights. We could do Scenario 1, 2 or 3, or somewhere in between.

Individual costs:	Heads (Each)	\$ 250	
replacement	Arms (each)	\$ 200	TBD if arms need
	Traffic Control (cost / day)	\$1,200	
	APS Labor (1 man/ 1 day)	\$5,326	Assumes 14 heads only
	APS Labor (2 men/ 1 day)	\$7,579	Assumes 14 heads and arms
Scenario 1:	Replace 3 lights with heads only.		
	Heads	\$ 750	
	Traffic Control	\$1,200	
	APS Labor (1 man / ½ day)	<u>\$2,633</u>	
	Estimate	\$4,613	x 5 different change out times =
\$23,065			
Scenario 2:	Replace all 14 lights at once including arms.		
	Heads	\$3,500	
	Arms	\$2,800	
	Traffic Control	\$1,200	
	APS Labor (2 men / 1 day)	<u>\$7,579</u>	
	Estimate	\$15,079	
Scenario 3:	Replace all 14 lights at once, no arms.		
	Heads	\$3,500	
	Traffic Control	\$1,200	
	APS Labor (1 man / 1 day)	<u>\$5,326</u>	
	Estimate	\$10,026	

Let us know how you want to proceed.

Regards, Steve



STEPHEN V CHASSE, PE

Key Accounts Manager, Southeast

50 N. Brown Ave, Casa Grande, AZ 85122, M.S. 4536

Tel 520-421-8380 Cell 480-710-9975

stephen.chasse@aps.com aps.com

--- NOTICE ---

This message is for the designated recipient only and may contain confidential, privileged or proprietary information. If you have received it in error, please notify the sender immediately and delete the original and any copy or printout. Unintended recipients are prohibited from making any other use of this e-mail. Although we have taken reasonable precautions to ensure no viruses are present in this e-mail, we accept no liability for any loss or damage arising from the use of this e-mail or attachments, or for any delay or errors or omissions in the contents which result from e-mail transmission.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **January 21, 2020**

Regular Special

DATE ACTION SUBMITTED: January 15, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: **Possible Approval of a Motion to go into Executive Session for the purpose of Discussion and Consultation with the City Attorney to provide legal guidance with respect to the Nuisance Ordinance.**

Per ARS § 38-431.03(a)(3), the City Council may vote to go into executive session for discussion or consultation for legal advice with the attorney or attorneys of the public body

FROM: **David M. Smith, Mayor**

RECOMMENDATION: **Approve Consent Agreement**

PROPOSED MOTION: **I move to enter into Executive Session for the purpose of Discussion and Consultation with the City Attorney to provide legal guidance with respect to the Nuisance Ordinance per ARS § 38-431.03(a)(3)**

DISCUSSION:

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Theresa Coleman for
Theresa Coleman
City Manager