

**ATTENTION**

**IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE**

**The meetings will continue to be live streamed on the city's Facebook page (<https://www.facebook.com/COB118Arizona/>). You do not have to have a Facebook account to view the meeting.**

**The public can submit comments that will be read at the dais by a staff member to [publiccomment@bisbeeaz.gov](mailto:publiccomment@bisbeeaz.gov).**

**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, JULY 7, 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 June 16, 2020 at 7:00 pm.

Ashlee Coronado, City Clerk
  - B. Approval of a Liquor License Application for Electric Brewing located at 1326 W. Highway 92 #8, Bisbee Arizona; Joseph Charles, Fredrickson, Applicant.

Ashlee Coronado, City Clerk

**OLD BUSINESS**

**NEW BUSINESS**

3. Discussion and Possible Approval of a Memorandum of Agreement with NOTAM Manager System between Aeronautical Services (AJM-336) of the Federal Aviation Administration (FAA) and the Bisbee Municipal Airport (P04).

Jesus Haro, Public Works Director
4. Discussion and Possible Approval to enter into an Agreement with Lytx for a Drivecam Program Trial Agreement.

Jesus Haro, Public Works Director
5. Discussion and Possible Approval to enter into a contract with KE&G Construction, Inc. to apply an asphalt overlay to Tombstone Canyon.

Jesus Haro, Public Works Director
6. Discussion and Possible Acceptance of a Grant from USDA Rural Development to conduct a feasibility study for a 1.8 mile shared use path along State Route 80 and approval of grant match in the amount of \$23,205.75.

Theresa Coleman, City Manager
7. Discussion and Possible Approval of a Contract with Code 3 Motors for the Purchase of an Ambulance.

George Castillo, Fire Chief
8. Discussion and Possible Approval of an Emergency Purchase of 2 vehicles from Lee’s Auto Sales in the amount of \$23,993 for the Police Department.

Theresa Coleman, City Manager

- 9. Discussion and Possible Approval of a Memorandum of Understanding between the City of Bisbee and Step Up Bisbee/Naco, Inc. establishing a Joint Partnership for restoration of property located at 121 Fort Huachuca Lane.

Theresa Coleman, City Manager

- 10. Discussion and Possible Approval of a Memorandum of Understanding between the City of Bisbee and Step Up Bisbee/Naco, Inc. establishing a Joint Partnership for restoration of homes within the City of Bisbee’s Corporate Limits.

Theresa Coleman, City Manager

- 11. Discussion and Possible Approval of a Court Consolidation Agreement between the City of Bisbee and Cochise County.

Theresa Coleman, City Manager

- 12. Possible Approval of a motion to go into Executive Session for the purpose of Discussion and Consultation with City Attorney to provide legal guidance on Pending Matters.

*Per ARS § 38-431.03(a)(3)(4)(7) , 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 and for Discussion or consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.*

Theresa Coleman, City Manager

- 13. City Manager's Report:

- Fire Inspections
- PPE Donations
- Partnership Agreements
- 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.):

- Councilmember Cline would like to comment on Firefighter Mitz.

**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. Tovreaville 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
10-5211501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - Finance	06/16/2020	89.09	89.09	06/22/2020
10-5311501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - City Clerk	06/16/2020	32.76	32.76	06/22/2020
10-5611501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - Personnel	06/16/2020	22.43	22.43	06/22/2020
10-6211501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD/LTD - Police (Non-Sworn)	06/16/2020	85.59	85.59	06/22/2020
5455	MUTUAL OF OMAHA	001096775677	STD - Police Officers (Sworn)	06/16/2020	493.86	493.86	06/22/2020
10-8411501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD/LTD - Fire	06/16/2020	665.57	665.57	06/22/2020
10-7611501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - PW-Admin.	06/16/2020	71.06	71.06	06/22/2020
10-7711501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - PW Garage	06/16/2020	39.14	39.14	06/22/2020
10-7911501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - Bldg Inspector	06/16/2020	22.43	22.43	06/22/2020
10-8011501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - Parks	06/16/2020	79.70	79.70	06/22/2020
10-8311501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - Library	06/16/2020	35.32	35.32	06/22/2020
21-4011501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - Street	06/16/2020	84.37	84.37	06/22/2020
54-4011501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - Sewer	06/16/2020	22.43	22.43	06/22/2020
56-4011501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - Sanitation	06/16/2020	120.51	120.51	06/22/2020
58-4011501	[Does not exist]						
5455	MUTUAL OF OMAHA	001096775677	STD - Queen Mine	06/16/2020	70.53	70.53	06/22/2020
Total :					1,934.79	1,934.79	
Total :					1,934.79	1,934.79	
<b>GENERAL FUND</b>							
<b>10-1020100 GASOLINE INVENTORY</b>							
3551	SENERGY PETROLEUM	647339	UNLEADED FUEL	06/22/2020	4,149.89	.00	
<b>10-1020200 DIESEL INVENTORY</b>							
3551	SENERGY PETROLEUM	647339	DIESEL FUEL	06/22/2020	1,427.93	.00	
<b>10-2020203 DENTAL INSUR PAYABLE</b>							
2233	DELTA DENTAL of ARIZONA	787772	Dental insurance premiums for Jul	06/17/2020	3,320.88	3,320.88	06/24/2020
<b>10-2020802 DEFERRED COMPENSATION PAYABLE</b>							
1623	NATIONWIDE RETIREMENT SO	20-0613	Deferred Comp for PPE 6-13-202	06/13/2020	2,871.32	2,871.32	06/17/2020
1623	NATIONWIDE RETIREMENT SO	20-0616	DEFERRED COMP/FOR DANIEL	06/16/2020	9.40	9.40	06/17/2020
<b>10-2020818 UNION DUES PAYABLE</b>							
3677	AZ COPS	PPE06132020	Police union dues for PPE 6-13-2	05/13/2020	210.00	210.00	06/17/2020
1147	BISBEE FIREFIGHTERS LOCAL	PPE 6-13-2020	Union dues for fire department PP	06/13/2020	427.50	427.50	06/17/2020
<b>10-2021001 HEALTH INSURANCE PAYABLE</b>							
6917	BLUE CROSS BLUE SHIELD OF	037849-06-20-	Health insurance premuim Buy-up	06/16/2020	9,883.07	9,883.07	06/22/2020
6917	BLUE CROSS BLUE SHIELD OF	037849-06-20-	Health insurance premium Core P	06/16/2020	32,666.74	32,666.74	06/22/2020
6917	BLUE CROSS BLUE SHIELD OF	037849-06-20-	Group premium reconciliation cre	06/16/2020	8,488.81-	8,488.81-	06/22/2020
<b>10-2021002 ADDITIONAL LIFE INSUR PAYABLE</b>							
5455	MUTUAL OF OMAHA	001096775677	Voluntary Life & AD&D	06/16/2020	593.09	593.09	06/22/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5455	MUTUAL OF OMAHA	001096775677	Employer Pd. Life Ins.	06/16/2020	845.25	845.25	06/22/2020
<b>10-2021005 AFLAC INSURANCE PAYABLE</b>							
2111	AFLAC	353743	AFLAC invoice for June	06/25/2020	1,550.12	1,550.12	06/24/2020
<b>10-2021006 PREPAID LEGAL SVCS PAYABLE</b>							
5909	LEGAL SHIELD	LEGAL-BFD-J	LEGAL-BFD-JUNE 20	06/15/2020	77.70	77.70	06/17/2020
5909	LEGAL SHIELD	LEGAL-JUN20	LEGAL-JUN 20	06/02/2020	160.45	160.45	06/17/2020
<b>10-2021007 VISION CARE INSUR PAYABLE</b>							
2344	VISION SERVICE PLAN	809720743-07-	Vision Care for July 2020	06/18/2020	1,030.78	1,030.78	06/24/2020
<b>10-2024000 PAYROLL GARNISHMENTS PAYABLE</b>							
6902	GURSTEL LAW FIRM, P.C.	20-0613	File Number: 937717, Case No. C	06/13/2020	133.89	133.89	06/17/2020
3271	SUPPORT PAYMENT CLEARING	20-0613	Child Support Payments for PPE	06/13/2020	1,988.65	1,988.65	06/17/2020
<b>10-32-10600 BUSINESS LICENSES</b>							
6158	JUDY PERRY	20-0610	VENDING MACHINE ARTWORK	06/10/2020	30.00	.00	
<b>10-34-40066 AMBULANCE FEES</b>							
7100	MARS REFUND ACCOUNT	2020.06.22	REFUND FOR AMBULANCE BIL	06/24/2020	133.67	.00	
7099	MELVYN J IVIE	19-3419	REFUND ON AMBULANCE ACC	06/24/2020	316.73	.00	
Total :					53,338.25	47,280.03	
<b>MAYOR &amp; COUNCIL</b>							
<b>10-50-43000 FOURTH OF JULY FIREWORKS</b>							
1376	FIREWORKS PRODUCTIONS	2086	FIREWORKS JULY 2020	06/03/2020	5,000.00	5,000.00	06/22/2020
Total MAYOR & COUNCIL:					5,000.00	5,000.00	
<b>CITY MANAGER</b>							
<b>10-51-11501 STANDARD DISABILITY INSURANCE</b>							
5455	MUTUAL OF OMAHA	001096775677	STD - City Mgr.	06/16/2020	22.43	22.43	06/22/2020
<b>10-51-13500 SUBSCRIPTIONS &amp; DUES</b>							
2008	ACMA	20-0825	ACMA MEMBERSHIP/07/01/20-0	06/25/2020	225.81	.00	
4000	ICMA MEMBERSHIP RENEWAL	21-844691	ANNUAL MEMBERSHIP/CM	06/16/2020	903.03	903.03	06/17/2020
<b>10-51-24000 PHONES</b>							
6050	VERIZON	9858617948	City Mgr.	06/13/2020	55.29	55.29	06/24/2020
Total CITY MANAGER:					1,206.56	980.75	
<b>FINANCE DEPARTMENT</b>							
<b>10-52-13500 SUBSCRIPTIONS &amp; DUES</b>							
8943	CORPORATE PAYMENT SYSTE	20-0605	GFOA	06/05/2020	170.00	170.00	06/24/2020
<b>10-52-41500 OFFICE SUPPLIES</b>							
6340	OFFICE DEPOT	507699623001	STAPLES	06/09/2020	7.51	.00	
6340	OFFICE DEPOT	507699624001	STAPLES	06/09/2020	6.06	.00	
6340	OFFICE DEPOT	613049815001	FOLDERS	06/18/2020	42.96	.00	
<b>10-52-42050 NON CAP ADMIN EQUIP/FURN</b>							
6340	OFFICE DEPOT	507695447001	FILE CABINETS	06/10/2020	2,086.46	.00	
<b>10-52-46000 OPERATIONAL EXPENSES</b>							
8943	CORPORATE PAYMENT SYSTE	20-0605	PLEXIGLASS BARRIERS	06/05/2020	96.53	96.53	06/24/2020
Total FINANCE DEPARTMENT:					2,389.52	266.53	
<b>CITY CLERK</b>							
<b>10-53-13500 SUBSCRIPTIONS &amp; DUES</b>							
8943	CORPORATE PAYMENT SYSTE	20-0605	AZ MUNICIPAL CLERK/ WILLIAM	06/05/2020	90.00	90.00	06/24/2020
8943	CORPORATE PAYMENT SYSTE	20-0605	AZ MUNICIPAL CLERK/CORONA	06/05/2020	90.00	90.00	06/24/2020
<b>10-53-24000 PHONES</b>							
6050	VERIZON	9858617948	City Clerk	06/13/2020	38.62	38.62	06/24/2020
<b>10-53-46000 OPERATIONAL EXPENSES</b>							
8943	CORPORATE PAYMENT SYSTE	20-0605	PLEXIGLASS BARRIERS	06/05/2020	96.53	96.53	06/24/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Total CITY CLERK:</b>					<b>315.15</b>	<b>315.15</b>	
<b>COMMUNITY DEVELOPMENT</b>							
<b>10-54-21000 ELECTRIC - SHELTER</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	1587010000-0	938 Tovreaville Rd Kennel #15870	06/23/2020	198.86	198.86	06/24/2020
<b>10-54-22000 WATER - SHELTER</b>							
1106	AZ WATER COMPANY	03117020951-0	Tovreaville Pound/Police - #03117	06/30/2020	99.17	99.17	06/30/2020
<b>10-54-22550 SEWER &amp; GARBAGE - SHELTER</b>							
1225	BISBEE PUBLIC WORKS	21	TOVREAVILLE RD-ANIMAL SHE	07/01/2020	57.20	57.20	07/01/2020
<b>10-54-24000 PHONES - SHELTER</b>							
4192	CENTURY LINK	420B-05-20	ANIMAL SHELTER 520-432-6020	06/23/2020	43.40	43.40	06/24/2020
<b>10-54-24001 INTERNET FEES - SHELTER</b>							
4059	SPARKLIGHT	20-0623/AS	Internet Svc-Animal Shelter	06/23/2020	88.94	88.94	06/24/2020
<b>10-54-34000 CONTRACT SERVICES</b>							
6189	COCHISE COUNTY COMMUNIT	20-0609	PLANNER-BIKE TRAIL	06/09/2020	300.00	.00	
<b>10-54-46541 ECONOMIC DEVELOPMENT</b>							
1412	COCHISE COUNTY TREASURE	20-0622	BACK TAXES	06/22/2020	2,065.46	.00	
7104	PRIORITY TITLE AGENCY LLC	20-0629	TITLE INSURANCE	06/29/2020	399.00	399.00	06/29/2020
<b>10-54-46542 ANIMAL SHELTER EXPENSES</b>							
5910	ARIZONA COMFORT SYSTEMS	16898432	COMMERICAL DIAGNOSTIC, SE	06/15/2020	495.50	.00	
6172	MMPC	58689	PEST CONTROL-AS	06/11/2020	50.00	.00	
<b>Total COMMUNITY DEVELOPMENT:</b>					<b>3,797.53</b>	<b>886.57</b>	
<b>ADMINISTRATION &amp; GENERAL GOVT</b>							
<b>10-55-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	0149540000-0	118 AZ Street - #0149540000	06/23/2020	74.88	74.88	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	1097842562-0	Tovreaville Rd #1097842562	06/23/2020	386.55	386.55	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	7290017491-0	2118 Newell St. Naco #72900174	06/23/2020	99.21	99.21	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	7844594365-0	Tovreaville Rd Trlr #7844595365	06/23/2020	143.63	143.63	06/24/2020
<b>10-55-22000 WATER</b>							
1106	AZ WATER COMPANY	03117020302-0	Juvenile Detent Home-City Hall 0	06/30/2020	101.00	101.00	06/30/2020
<b>10-55-22550 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	915 S TOVREAVILLE RD-CITY H	07/01/2020	401.97	401.97	07/01/2020
<b>10-55-23000 GAS</b>							
1751	SOUTHWEST GAS CORPORATI	472017090402	915 Tovreaville Rd.- City Hall	06/30/2020	49.32	49.32	06/30/2020
<b>10-55-24000 PHONES</b>							
4192	CENTURY LINK	408B-05-20	FAX 520-432-7647 408B	06/23/2020	33.80	33.80	06/24/2020
4192	CENTURY LINK	422B-05-20	CITY HALL 520-432-7380 422B	06/23/2020	103.14	103.14	06/24/2020
<b>10-55-37000 PROPERTY, CASUALTY, LIABILITY</b>							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-060	Jul-Sep Insurance Premium/A&G	06/04/2020	28,394.00	28,394.00	06/30/2020
<b>10-55-41500 OFFICE SUPPLIES</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	VGA COUPLER	06/05/2020	13.64	13.64	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	WATER CAPS	06/05/2020	3.40	3.40	06/24/2020
6340	OFFICE DEPOT	497448022001	PAPER	05/21/2020	26.09	.00	
6340	OFFICE DEPOT	501502909001	CREDIT	06/01/2020	26.09	.00	
6340	OFFICE DEPOT	502676714001	PAPER	05/29/2020	18.66	.00	
6340	OFFICE DEPOT	502676878002	CLIP BINDER SMALL	06/03/2020	6.30	.00	
6340	OFFICE DEPOT	507699623001	PAPER CLIPS	06/09/2020	3.60	.00	
<b>10-55-42050 NON CAP ADMIN EQUIP/FURN</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	WATER BOTTLES W/CAPS	06/05/2020	52.50	52.50	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	SCREEN DOOR	06/05/2020	21.87	21.87	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	HDMI TO VGA PACK	06/05/2020	16.43	16.43	06/24/2020
<b>10-55-43500 POSTAGE</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	POSTAGE	06/05/2020	250.00	250.00	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	STAMPS.COM-MONTHLY CHAR	06/05/2020	27.39	27.39	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	POSTAGE	06/05/2020	250.00	250.00	06/24/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6943	CORPORATE PAYMENT SYSTE	20-0605	POSTAGE	06/05/2020	250.00	250.00	06/24/2020
<b>10-55-46000 OPERATIONAL EXPENSES</b>							
3417	BISBEE OFFICE SUPPLY	130079	BANNERS	06/22/2020	368.80	.00	
Total ADMINISTRATION & GENERAL GOVT:					31,069.89	30,872.53	
<b>PERSONNEL</b>							
<b>10-56-24000 PHONES</b>							
6050	VERIZON	9858617948	HR	06/13/2020	48.03	48.03	06/24/2020
<b>10-56-42020 PRINTING &amp; REPRODUCTION</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	ID CARD SUPPLIES	06/05/2020	26.38	26.38	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	OPEN ENROLLMENT FLYER	06/05/2020	2.99	2.99	06/24/2020
<b>10-56-46000 OPERATIONAL EXPENSES</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	BCBS WELLNESS FUNDS/BISB	06/05/2020	79.00	79.00	06/24/2020
Total PERSONNEL:					156.40	156.40	
<b>LEGAL SERVICES</b>							
<b>10-57-34000 CONTRACT SERVICES</b>							
6964	THE LEDBETTER LAW FIRM, PL	103	LEGAL SERVICES	07/15/2020	10,000.00	10,000.00	07/01/2020
Total LEGAL SERVICES:					10,000.00	10,000.00	
<b>WATER SYSTEMS</b>							
<b>10-58-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	6224970000-0	Douglas RD Pump - #622497000	06/23/2020	41.09	41.09	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	7117441000-06	Tombstone Cyn Pump #71174410	06/17/2020	556.86	556.86	06/17/2020
Total WATER SYSTEMS:					597.95	597.95	
<b>INFORMATION SYSTEMS</b>							
<b>10-59-46000 OPERATIONAL EXPENSES</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	LOGMEIN GOTOMEETING	06/05/2020	50.74	50.74	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	THERMOMETER	06/05/2020	109.58	109.58	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	LOGMEIN GOTOMEETING	06/05/2020	66.79	66.79	06/24/2020
Total INFORMATION SYSTEMS:					227.11	227.11	
<b>POLICE DEPARTMENT</b>							
<b>10-62-12300 UNIFORMS &amp; CLOTHING</b>							
6474	BOWIE, RYAN	20-0619	UNIFORM ALLOWANCE	06/19/2020	302.13	.00	
6479	FX TACTICAL	11-10014800	UNIFORMS/CARBAJAL	06/17/2020	132.58	.00	
6479	FX TACTICAL	T2-0054765	UNIFORMS/BOWIE	06/08/2020	574.40	.00	
<b>10-62-13500 SUBSCRIPTIONS &amp; MEMBERSHIPS</b>							
1653	QUILL CORPORATION	7835097	SUBSCRIPTION	06/17/2020	10.95	.00	
<b>10-62-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	0625720000-0	938 BTovreaville Rd Impound Lot	06/23/2020	55.89	55.89	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	8692621000-0	129 Tank Hill D - #8692621000	06/17/2020	76.17	76.17	06/17/2020
<b>10-62-22000 WATER</b>							
1106	AZ WATER COMPANY	03109045754-	35 HWY 92 T/CIR #03109045754	06/23/2020	72.42	72.42	06/24/2020
<b>10-62-22550 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	35 HWY 92-POLICE	07/01/2020	153.56	153.56	07/01/2020
<b>10-62-23000 GAS</b>							
1751	SOUTHWEST GAS CORPORATI	472015946302	192 W. HWY 92 - Police #472-015	06/30/2020	53.09	53.09	06/30/2020
<b>10-62-24000 PHONES</b>							
4192	CENTURY LINK	402B-05-20	POLICE 520-432-2261 402B	06/23/2020	280.00	280.00	06/24/2020
6050	VERIZON	9858617948	Police	06/13/2020	788.01	788.01	06/24/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10-62-24001 INTERNET ACCESS FEES</b>							
4059	SPARKLIGHT	20-0623/BPD	Internet Svc-Police Department	06/23/2020	138.99	138.99	06/24/2020
6050	VERIZON	9856628709	Police Air cards	06/13/2020	468.28	468.28	06/24/2020
<b>10-62-41500 OFFICE SUPPLIES</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	ENVELOPES, MICRO USB, TAP	06/05/2020	152.28	152.28	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	TAPE, CONNECTORS	06/05/2020	15.32	15.32	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	OFFICE SUPPLIES	06/05/2020	189.00	189.00	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	HOLE PUNCH, STAPLER, TAPE	06/05/2020	176.32	176.32	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	OFFICE SUPPLIES	06/05/2020	244.84	244.84	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	INK	06/05/2020	186.70	186.70	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	MOUSE PADS	06/05/2020	17.48	17.48	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	RAPID CHARGER	06/05/2020	58.64	58.64	06/24/2020
1853	QUILL CORPORATION	7870059	PAPER, PAPER CLIPS, POST-IT	06/17/2020	119.04	.00	
1853	QUILL CORPORATION	7906842	PAPER, PAPER CLIPS, POST-IT	06/18/2020	57.16	.00	
<b>10-62-43500 POSTAGE</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	STAMPS	06/05/2020	19.72	19.72	06/24/2020
<b>10-62-46300 CUSTODIAL SUPPLIES</b>							
7060	CINTAS	4051507215	JANITORIAL SUPPLIES	05/27/2020	88.96	.00	
7060	CINTAS	4052371426	JANITORIAL SUPPLIES	06/03/2020	88.96	.00	
7060	CINTAS	4052840380	JANITORIAL SUPPLIES	06/10/2020	154.51	.00	
7060	CINTAS	4053485012	JANITORIAL SUPPLIES	06/17/2020	88.63	.00	
7060	CINTAS	4054238308	JANITORIAL SUPPLIES	06/24/2020	74.51	.00	
<b>10-62-46000 OPERATIONAL EXPENSES</b>							
1859	ACE HARDWARE	30317	KLEENEX	06/10/2020	13.02	.00	
1859	ACE HARDWARE	30380	SHOE POLISH	06/17/2020	9.29	.00	
1862	B&D LUMBER & HARDWARE	176123	KEYS	06/03/2020	4.57	.00	
5084	WEX BANK	65853165	BILLING CHARGE	06/06/2020	49.00	49.00	06/17/2020
<b>10-62-46623 CITY AUCTION EXPENSES</b>							
1862	B&D LUMBER & HARDWARE	176116	HOSE END	06/03/2020	3.41	.00	
<b>10-62-46624 MOVING, TOWING, STORAGE EXP</b>							
7000	BARNETT'S TOWING, LLC	435875	TOWING SERVICE	06/13/2020	261.25	.00	
7000	BARNETT'S TOWING, LLC	435876	TOWING SERVICE	06/13/2020	261.25	.00	
7000	BARNETT'S TOWING, LLC	435877	TOWING SERVICE	06/13/2020	190.00	.00	
7000	BARNETT'S TOWING, LLC	435902	TOWING SERVICE	06/08/2020	142.50	.00	
7000	BARNETT'S TOWING, LLC	435915	TOWING SERVICE	06/14/2020	166.25	.00	
<b>10-62-50100 BLDG REPAIR &amp; MAINT</b>							
1862	B&D LUMBER & HARDWARE	176124	BOLT	06/03/2020	3.33	.00	
<b>10-62-56200 NON CAP EQUIP PURCHASES</b>							
1862	B&D LUMBER & HARDWARE	176303	VACUUM	06/10/2020	146.31	.00	
6943	CORPORATE PAYMENT SYSTE	20-0605	ROUTER, CABLE	06/05/2020	167.72	167.72	06/24/2020
<b>10-62-61000 VEHICLE PARTS &amp; LABOR</b>							
6536	BISBEE NAPA AUTO PARTS	225775	OIL, OIL FILTER, STABALIZER	06/05/2020	54.19	.00	
6536	BISBEE NAPA AUTO PARTS	225953	BRAKE PADS, ROTOR DRUM	06/08/2020	67.77	.00	
6536	BISBEE NAPA AUTO PARTS	226187	HEADLIGHT, TURN SIGNAL	06/10/2020	18.26	.00	
6536	BISBEE NAPA AUTO PARTS	226583	WIPERS	06/04/2020	20.52	.00	
1532	CITY OF SIERRA VISTA	3189-1	FUEL INJECTORS	06/02/2020	1,595.64	.00	
6225	LAWLEY'S TEAM	15140396	WIRE ASY	05/26/2020	58.94	.00	
<b>10-62-62003 GASOLINE</b>							
5084	WEX BANK	65853165	FUEL/BPD	06/06/2020	22.25	22.25	06/17/2020
<b>10-62-91000 CAPITAL EXPENDITURES</b>							
7103	LEE'S AUTO SALES	20-0629	2014 FORD F-150	06/29/2020	14,643.72	14,643.72	06/29/2020
7103	LEE'S AUTO SALES	20-0629-1	2009 CHEVROLET AVALANCHE	06/29/2020	9,349.27	9,349.27	06/29/2020
Total POLICE DEPARTMENT:					32,086.82	27,378.47	
<b>FIRE DEPARTMENT</b>							
<b>10-64-12300 UNIFORMS &amp; CLOTHING</b>							
7082	AYON, CODY	20-0608	UNIFORM/AYON	06/08/2020	24.27	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6773	DECASTRO, ANDRES	20-0613	REIMBURSEMENT-UNIFORM	06/13/2020	305.83	.00	
6773	DECASTRO, ANDRES	20-0614	REIMBURSEMENT-UNIFORM	06/14/2020	230.90	.00	
3472	PEREZ, MARK A	20-0618	REIMBURSEMENT-UNIFORM	06/18/2020	308.17	.00	
5821	PRINT & STITCH	724	UNIFORM/CASTILLO	06/24/2020	176.63	.00	
5821	PRINT & STITCH	725	UNIFORM/RICHARDSON	06/24/2020	406.00	.00	
5821	PRINT & STITCH	726	UNIFORMWHICKMAN	06/24/2020	129.00	.00	
<b>10-64-13400 EDUCATION &amp; TRAINING</b>							
5532	COCHISE COLLEGE-BUSINESS	24699	PMD 205 CREDIT HOURS, LAB	06/08/2020	1,142.00	.00	
5532	COCHISE COLLEGE-BUSINESS	24700	PMD 101 CREDIT HOURS, LAB	06/08/2020	798.00	.00	
<b>10-64-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	4381690000-0	645 Tombstone Cyn Sta 2 - #4361	06/17/2020	154.39	154.39	06/17/2020
1097	AZ PUBLIC SERVICE (2 of 3)	9079721000-0	192 Hwy 92 Hwy Fire Station #90	06/23/2020	407.13	407.13	06/24/2020
<b>10-64-22000 WATER</b>							
1106	AZ WATER COMPANY	03102028351-	Bisbee Fire Station 1 - #031-02-0	06/16/2020	42.31	42.31	06/17/2020
1106	AZ WATER COMPANY	03117013803-0	192 HWY 92/Fire - #03117013803	06/30/2020	61.45	61.45	06/30/2020
<b>10-64-22550 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	645 TOMBSTONE CYN-STATION	07/01/2020	110.99	110.99	07/01/2020
1225	BISBEE PUBLIC WORKS	21	192 HWY 92-FIRE STATION #1	07/01/2020	110.99	110.99	07/01/2020
<b>10-64-23000 GAS</b>							
1751	SOUTHWEST GAS CORPORATI	472000555002	645 Tombstone Cyn - Fire #2- #47	06/23/2020	59.79	59.79	06/24/2020
1751	SOUTHWEST GAS CORPORATI	472017056702	192 Highway 92 - Fire #1-472-01	06/30/2020	73.33	73.33	06/30/2020
<b>10-64-24000 PHONES</b>							
4192	CENTURY LINK	278B-05-20	FIRE DEPT 520-432-1985 278B	06/23/2020	99.99	99.99	06/24/2020
4192	CENTURY LINK	398B-05-20	FIRE DEPT 520-432-4110 398B	06/23/2020	73.70	73.70	06/24/2020
4192	CENTURY LINK	412B-05-20	FIRE DEPT #2 520-432-8022 412	06/23/2020	54.97	54.97	06/24/2020
6050	VERIZON	9856617948	Fire	06/13/2020	270.62	270.62	06/24/2020
<b>10-64-24001 INTERNET ACCESS FEES</b>							
4059	SPARKLIGHT	20-0623/FS1-1	Internet Svc-Fire Station 1	06/16/2020	78.99	78.99	06/17/2020
<b>10-64-34010 AMBULANCE BILLING SERVICES</b>							
6643	AMBISERV	300	3.5% OF NET CASH COLLECTE	06/14/2020	1,259.45	.00	
<b>10-64-42060 NON CAP ADMIN EQUIP/FURN</b>							
6943	CORPORATE PAYMENT SYSTE	20-0805	FIRE CODE FAST TABS	06/05/2020	26.30	26.30	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0805	LAPTOP/ FIRE MARSHAL	06/05/2020	486.21	486.21	06/24/2020
<b>10-64-42060 INVENTORIED TOOLS</b>							
5633	L. N. CURTIS & SONS	INV394829	WILDLAND/SHORT HANDLE HY	06/05/2020	76.48	.00	
5633	L. N. CURTIS & SONS	INV395112	WILDLAND/FORESTRY HOSE-M	06/08/2020	887.41	.00	
<b>10-64-45300 CUSTODIAL SUPPLIES</b>							
1659	ACE HARDWARE	30341	33 GAL BAGS	06/13/2020	8.37	.00	
1659	ACE HARDWARE	30426	PUSHBROOM	06/22/2020	21.40	.00	
1659	ACE HARDWARE	30454	BLEACH, SPONGE SCRUB HVYD	06/24/2020	19.23	.00	
7060	CINTAS	4052840346	JANITORIAL SUPPLIES	06/10/2020	108.95	.00	
7060	CINTAS	4052840419	JANITORIAL SUPPLIES	06/10/2020	130.21	.00	
<b>10-64-46000 OPERATIONAL EXPENSES</b>							
1659	ACE HARDWARE	30355	DESK FAN	06/15/2020	46.55	.00	
6943	CORPORATE PAYMENT SYSTE	20-0805	MINI DOCKING STATION	06/05/2020	86.43	86.43	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0805	OTTER BOX CASE	06/05/2020	29.55	29.55	06/24/2020
5633	L. N. CURTIS & SONS	INV394975	WILDLAND/RIGID FEMAL ROCK	06/08/2020	148.93	.00	
<b>10-64-46641 MEDICAL SUPPLIES</b>							
1321	BOUND TREE MEDICAL, LLC	83578155	MEDICAL SUPPLIES/BFD	04/06/2020	249.30	.00	
1321	BOUND TREE MEDICAL, LLC	83650218	MEDICAL SUPPLIES/BFD	06/04/2020	47.07	.00	
1321	BOUND TREE MEDICAL, LLC	83651741	MEDICAL SUPPLIES/BFD	06/05/2020	1,336.13	.00	
1321	BOUND TREE MEDICAL, LLC	83653218	MEDICAL SUPPLIES/BFD	06/08/2020	259.58	.00	
1321	BOUND TREE MEDICAL, LLC	83663903	MEDICAL SUPPLIES/BFD	06/17/2020	531.89	.00	
1321	BOUND TREE MEDICAL, LLC	83665195	MEDICAL SUPPLIES/BFD	06/18/2020	221.38	.00	
7038	TELEFLEX, LLC	9502671540	MEDICAL SUPPLIES	06/05/2020	670.10	.00	
<b>10-64-50100 BLDG REPAIR &amp; MAINT</b>							
1659	ACE HARDWARE	30413	WALL PLATE	06/18/2020	1.37	.00	

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<b>10-64-55000 EQUIPMENT REPAIR &amp; MAINT</b>							
3769	CANYON STATE WIRELESS	3100124	WATT PAGING AMPLIFIER, WAL	04/13/2020	1,336.38	.00	
6943	CORPORATE PAYMENT SYSTE	20-0605	INVISIBLE SHIELD-IPAD	06/05/2020	58.33	58.33	06/24/2020
<b>10-64-61000 VEHICLE PARTS &amp; LABOR</b>							
6536	BISBEE NAPA AUTO PARTS	223877	WINDOW REGULATOR	05/12/2020	83.47	.00	
6536	BISBEE NAPA AUTO PARTS	224022	AIR FILTER, OIL FILTER	05/15/2020	13.14	.00	
6536	BISBEE NAPA AUTO PARTS	225370	MAP SENSOR	06/01/2020	34.21	.00	
6536	BISBEE NAPA AUTO PARTS	226156	BLISTER PACK CAPSULES	06/10/2020	9.96	.00	
6536	BISBEE NAPA AUTO PARTS	226889	MAC ELECTONIC CLEAN	06/18/2020	4.31	.00	
6536	BISBEE NAPA AUTO PARTS	226891	OIL FILTER, OIL	06/18/2020	47.73	.00	
6536	BISBEE NAPA AUTO PARTS	226946	RING TERMINAL, SWITCH	06/18/2020	16.88	.00	
1854	W R RYAN - FIRESTONE	T18426	TIRES, FRONT END ALIGNMEN	06/02/2020	125.00	.00	
1854	W R RYAN - FIRESTONE	T18548	17 X 7 STEEL TRAILBLAZER	06/15/2020	158.92	.00	
Total FIRE DEPARTMENT:					13,662.07	2,285.47	
<b>CITY MAGISTRATE</b>							
<b>10-68-34000 CONTRACT SERVICES</b>							
4607	JANUS POPPE	37	MAGISTRATE CONTRACT SERV	07/01/2020	500.00	500.00	07/01/2020
Total CITY MAGISTRATE:					500.00	500.00	
<b>CEMETERY</b>							
<b>10-70-22550 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	DOUGLAS ST-CEMETARY	07/01/2020	57.20	57.20	07/01/2020
Total CEMETERY:					57.20	57.20	
<b>BUILDING &amp; MAINTENANCE</b>							
<b>10-74-45300 CUSTODIAL SUPPLIES</b>							
7060	CINTAS	4052840331	JANITORIAL SUPPLIES	06/10/2020	46.32	.00	
7060	CINTAS	4053485003	JANITORIAL SUPPLIES	06/17/2020	46.32	.00	
7060	CINTAS	4054238359	JANITORIAL SUPPLIES	06/24/2020	46.32	.00	
<b>10-74-60100 BLDG REPAIR &amp; MAINT</b>							
1445	HODGES GLASS COMPANY INC	4584	STEEL DOOR, FRAME, LOCK, D	06/17/2020	1,555.00	.00	
Total BUILDING & MAINTENANCE:					1,693.96	.00	
<b>PUBLIC WORKS ADMINISTRATION</b>							
<b>10-75-13200 SUBSCRIPTIONS &amp; DUES</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	APWA MEMBERSHIP	06/05/2020	125.00	125.00	06/24/2020
<b>10-75-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	2518290000-0	404 Bisbee Rd - #2518290000	06/23/2020	46.15	46.15	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	5081307274-0	Tovreaville Rd. #5081307274	06/23/2020	194.45	194.45	06/24/2020
<b>10-75-22000 WATER</b>							
1106	AZ WATER COMPANY	03112030003-0	404 Bisbee Rd - PW 0311203000	06/30/2020	26.60	26.60	06/30/2020
<b>10-75-22550 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	404 BISBEE RD-PUBLIC WORK	07/01/2020	87.43	87.43	07/01/2020
<b>10-75-23000 GAS</b>							
1751	SOUTHWEST GAS CORPORATI	472011113302	404 Bisbee Rd. - #472-0111133-02	06/23/2020	36.53	36.53	06/24/2020
<b>10-75-24000 PHONES</b>							
6050	VERIZON	9856617948	PW	06/13/2020	145.93	145.93	06/24/2020
<b>10-75-45300 CUSTODIAL SUPPLIES</b>							
8038	BRADY INDUSTRIES, LLC.	8382424	LINERS	02/12/2020	509.26	509.26	06/17/2020
7060	CINTAS	4052840331	JANITORIAL SUPPLIES	06/10/2020	23.16	.00	
7060	CINTAS	4053485003	JANITORIAL SUPPLIES	06/17/2020	23.16	.00	
7060	CINTAS	4054238359	JANITORIAL SUPPLIES	06/24/2020	23.16	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10-75-46000 OPERATIONAL EXPENSES</b>							
1859	ACE HARDWARE	30389	FL DISP MASK, FACE MASK	06/18/2020	158.30	.00	
1859	ACE HARDWARE	30400	STAKE, GLUE, AIRWICK OIL, AI	06/18/2020	16.81	.00	
7060	CINTAS	5017627273	NITRILE GLOVES	06/18/2020	448.95	.00	
<b>10-75-61000 VEHICLE PARTS &amp; LABOR</b>							
6536	BISBEE NAPA AUTO PARTS	226629	TERMINAL BOLT, BATTERY	06/16/2020	105.10	.00	
<b>10-75-62003 GASOLINE</b>							
5084	WEX BANK	68055877	FUEL/PW/GURNEY	06/23/2020	41.33	.00	
Total PUBLIC WORKS ADMINISTRATION:					2,011.32	1,171.35	
<b>GARAGE</b>							
<b>10-77-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	6890180000-0	Tovreaville Rd Warehouse \$433.5	08/23/2020	157.28	157.28	06/24/2020
<b>10-77-22550 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	TOVREAVILLE RD-GARAGE	07/01/2020	99.77	99.77	07/01/2020
<b>10-77-23000 GAS</b>							
1751	SOUTHWEST GAS CORPORATI	472100101800	4 Tovreaville Rd. 50% Garage	06/30/2020	83.73	83.73	06/30/2020
<b>10-77-24000 PHONES</b>							
4192	CENTURY LINK	418B-05-20	PW GARAGE 520-432-6044 418	06/23/2020	140.53	140.53	06/24/2020
4192	CENTURY LINK	430B-05-20	GARAGE 520-4321983	06/23/2020	158.39	158.39	06/24/2020
6050	VERIZON	9856617948	City Garage	06/13/2020	73.44	73.44	06/24/2020
<b>10-77-34000 CONTRACT SERVICES</b>							
7060	CINTAS	4052840294	UNIFORMS-GAR	06/10/2020	31.48	.00	
7060	CINTAS	4053484963	UNIFORMS-GAR	06/17/2020	31.45	.00	
6172	MMPC	54915	PEST CONTROL-GAR	04/03/2020	50.00	.00	
<b>10-77-42060 INVENTORIED TOOLS</b>							
6536	BISBEE NAPA AUTO PARTS	223919	ARM PULLER	05/14/2020	30.67	.00	
6536	BISBEE NAPA AUTO PARTS	226263	SOCKET, IMPACT SOCKET	06/11/2020	45.17	.00	
6536	BISBEE NAPA AUTO PARTS	226793	IMPACT WRENCH	06/17/2020	535.94	.00	
<b>10-77-45300 CUSTODIAL SUPPLIES</b>							
7060	CINTAS	4053484947	JANITORIAL SUPPLIES	06/17/2020	37.49	.00	
7060	CINTAS	4053484963	JANITORIAL SUPPLIES	06/17/2020	88.27	.00	
7060	CINTAS	4054238339	JANITORIAL SUPPLIES	06/24/2020	18.38	.00	
7060	CINTAS	4054238402	JANITORIAL SUPPLIES	06/24/2020	37.49	.00	
<b>10-77-46000 OPERATIONAL EXPENSES</b>							
6536	BISBEE NAPA AUTO PARTS	223919	TUB O TOWELS	05/14/2020	14.24	.00	
<b>10-77-61000 VEHICLE PARTS &amp; LABOR</b>							
6536	BISBEE NAPA AUTO PARTS	227119	ASSORT FEM DISCONN	06/22/2020	4.21	.00	
6536	BISBEE NAPA AUTO PARTS	227259	DEP CTR CO WHL	06/23/2020	14.09	.00	
6943	CORPORATE PAYMENT SYSTE	20-0605	HOSE, QUICK COUPLER, NIPPL	06/05/2020	311.15	311.15	06/24/2020
Total GARAGE:					1,963.17	1,024.29	
<b>BUILDING INSPECTOR</b>							
<b>10-79-24000 PHONES</b>							
6050	VERIZON	9856617948	Bldg Insp	06/13/2020	18.54	18.54	06/24/2020
<b>10-79-34000 CONTRACT SERVICES</b>							
5392	COCHISE COUNTY FLEET MAIN	BISBEE 20-11	FLEET CHARGES-MAY 20/BI	06/16/2020	270.45	.00	
<b>10-79-41500 OFFICE SUPPLIES</b>							
2412	COPPER QUEEN PUBLISHING	21601	BUSINESS CARDS/WARD	05/21/2020	20.84	.00	
Total BUILDING INSPECTOR:					309.83	18.54	
<b>PARKS</b>							
<b>10-80-12300 UNIFORMS &amp; CLOTHING</b>							
6898	DODD, CAROL	20-0619	REIMBURSEMENT-BOOTS	06/19/2020	32.37	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10-80-13100 BUSINESS TRAVEL</b>							
6898	DODD, CAROL	20-0609	REIMBUREMENT-MEALS	06/09/2020	14.59	14.59	06/17/2020
6898	DODD, CAROL	20-0609	REIMBUREMENT-MILEAGE	06/09/2020	258.10	258.10	06/17/2020
<b>10-80-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	0655901000-0	E Vista Park - #0655901000	06/23/2020	42.89	42.89	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	3984490000-0	Main St Park - #3984490000	06/17/2020	78.79	78.79	06/17/2020
1097	AZ PUBLIC SERVICE (2 of 3)	6333950000-0	Goar Park - #6333950000	06/23/2020	45.74	45.74	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	6621361000-0	E Vista Court - #6621361000	06/23/2020	50.25	50.25	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	6730341000-0	Brewery Gulch C Park #67303410	06/23/2020	40.28	40.28	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	9158520000-0	Vista Park - #9158520000	06/23/2020	42.89	42.89	06/24/2020
<b>10-80-22000 WATER</b>							
1106	AZ WATER COMPANY	03102062101-	Garfield Park TC- Parks-#031-02-	06/16/2020	221.60	221.60	06/17/2020
1106	AZ WATER COMPANY	03106053651-	Grassy Park- Restrooms 0310605	06/23/2020	596.34	596.34	06/24/2020
1106	AZ WATER COMPANY	03106058001-	City Park Brewery - Parks 031060	06/23/2020	79.00	79.00	06/24/2020
1106	AZ WATER COMPANY	03109012304-	Goar Park -#03109012304	06/23/2020	64.40	64.40	06/24/2020
1106	AZ WATER COMPANY	03109045722-	Traffic Circle #03109045722	06/23/2020	64.40	64.40	06/24/2020
1106	AZ WATER COMPANY	03109069151-	Saginaw Park - Parks # 03109069	06/23/2020	25.88	25.88	06/24/2020
1106	AZ WATER COMPANY	03112037563-0	Mule Mtn Gdn - Parks 031120375	06/30/2020	25.88	25.88	06/30/2020
1106	AZ WATER COMPANY	03112038121-0	Vista Park - Parks 03112038121	06/30/2020	64.40	64.40	06/30/2020
1106	AZ WATER COMPANY	03112039072-0	W Vista & Hoatson - Parks 03112	06/30/2020	240.01	240.01	06/30/2020
1106	AZ WATER COMPANY	03112040621-0	Lower E Vista & Tener Bthrm 0311	06/30/2020	35.36	35.36	06/30/2020
1106	AZ WATER COMPANY	03112040651-0	Lower Vista Park - Parks 031120	06/30/2020	68.03	68.03	06/30/2020
1106	AZ WATER COMPANY	03112047073-0	Az St & Cole Ave Irigation - 0311	06/30/2020	25.88	25.88	06/30/2020
1106	AZ WATER COMPANY	03112085601-0	Paul Park Warren - Parks 031120	06/30/2020	64.40	64.40	06/30/2020
1106	AZ WATER COMPANY	03117017901-0	Tin Town Park/Parks - #03117017	06/30/2020	25.88	25.88	06/30/2020
1106	AZ WATER COMPANY	03117047651-0	Galena/Parks - #03117047651	06/30/2020	25.88	25.88	06/30/2020
<b>10-80-22560 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	1 QUALITY HILL-POOL	07/01/2020	68.00	68.00	07/01/2020
1225	BISBEE PUBLIC WORKS	21	5 COPPER PLAZA-PARK MAIN S	07/01/2020	68.00	68.00	07/01/2020
1225	BISBEE PUBLIC WORKS	21	TOMBSTONE CYN-GARFIELD P	07/01/2020	20.40	20.40	07/01/2020
1225	BISBEE PUBLIC WORKS	21	VISTA PARK	07/01/2020	57.20	57.20	07/01/2020
<b>10-80-24000 PHONES</b>							
6050	VERIZON	9858617948	Parks	06/13/2020	92.01	92.01	06/24/2020
<b>10-80-34000 CONTRACT SERVICES</b>							
7060	CINTAS	4052840365	UNIFORMS-PARKS	06/10/2020	20.57	.00	
7060	CINTAS	4053484929	UNIFORMS-PARKS	06/17/2020	55.78	.00	
<b>10-80-42060 INVENTORIED TOOLS</b>							
1659	ACE HARDWARE	30468	BENT NOSE PLIERS, SPRAYER	06/26/2020	15.99	.00	
1862	B&D LUMBER & HARDWARE	176479	TAPE MEASURE	06/18/2020	24.10	.00	
1862	B&D LUMBER & HARDWARE	176483	TG/GRV PLIERS	06/18/2020	36.16	.00	
<b>10-80-45100 DISPOSABLE EQUIP &amp; TOOLS</b>							
1862	B&D LUMBER & HARDWARE	176481	MIP ADAPTER, MIPXFIP BUSHI	06/18/2020	5.37	.00	
<b>10-80-45300 CUSTODIAL SUPPLIES</b>							
7060	CINTAS	4053484929	JANITORIAL SUPPLIES	06/17/2020	32.40	.00	
<b>10-80-46000 OPERATIONAL EXPENSES</b>							
1659	ACE HARDWARE	30346	MOPHEAD	06/15/2020	14.88	.00	
1659	ACE HARDWARE	30415	9V BATTERY	06/20/2020	14.89	.00	
1862	B&D LUMBER & HARDWARE	176479	GL RTU WEED/GRASS KILLER	06/18/2020	17.52	.00	
1862	B&D LUMBER & HARDWARE	176652	CABLE TIES	06/24/2020	14.24	.00	
<b>10-80-46801 REC PROGRAMS/SPECIAL EVENTS</b>							
7096	ADVANCED MOBILE STORAGE	10762	STORAGE CONTAINER UNIT	06/24/2020	3,622.29	.00	
<b>10-80-46802 LANDSCAPING MATERIALS</b>							
1659	ACE HARDWARE	30406	TRF BUILD TALL RESCUE, TOP	06/19/2020	33.47	.00	
1659	ACE HARDWARE	30408	TOP SOIL	06/19/2020	39.02	.00	
1659	ACE HARDWARE	30446	TOP SOIL	06/24/2020	65.04	.00	
1659	ACE HARDWARE	30474	DRIPPER	06/26/2020	11.17	.00	
1862	B&D LUMBER & HARDWARE	176451	PVC COUPLING, MALE ADAPTE	06/17/2020	.39	.00	
1862	B&D LUMBER & HARDWARE	176455	PVC CPLG	06/17/2020	.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1862	B&D LUMBER & HARDWARE	178643	SEED	06/24/2020	25.35	.00	
1862	B&D LUMBER & HARDWARE	178653	CUFT TOP SOIL	06/24/2020	30.58	.00	
1862	B&D LUMBER & HARDWARE	178695	COUPLING COMP, ELBOW COM	06/28/2020	6.38	.00	
1862	B&D LUMBER & HARDWARE	176726	ROTOR SPRINKLER	06/27/2020	18.43	.00	
6898	DODD, CAROL	20-0619	REIMBURSEMENT-HAY	06/19/2020	38.72	.00	
<b>10-80-62003 GASOLINE</b>							
5084	WEX BANK	68055877	FUEL/PARKS/DODD	06/23/2020	49.04	.00	
Total PARKS:					6,729.18	2,506.48	
<b>SWIMMING POOL</b>							
<b>10-81-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	2409211000-06	Quality Hill - Pool #2409211000	06/17/2020	136.29	136.29	06/17/2020
<b>10-81-22000 WATER</b>							
1106	AZ WATER COMPANY	03106006471-	Swimming Pool - 03106006471	06/23/2020	452.63	452.63	06/24/2020
<b>10-81-24000 PHONES</b>							
4192	CENTURY LINK	428B-05-20	SWIMMING POOL 520-432-8042	06/23/2020	39.90	39.90	06/24/2020
6050	VERIZON	9858617948	City Pool	08/13/2020	27.63	27.63	06/24/2020
Total SWIMMING POOL:					656.45	656.45	
<b>LIBRARY</b>							
<b>10-83-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	3331410000-0	6 MAIN St Library - Library -#3331	06/17/2020	328.57	328.57	06/17/2020
<b>10-83-22000 WATER</b>							
1106	AZ WATER COMPANY	03106016751-	Library - Lib 03106016751	06/23/2020	78.64	78.64	06/24/2020
<b>10-83-22550 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	6 MAIN ST-LIBRARY	07/01/2020	110.99	110.99	07/01/2020
<b>10-83-24000 PHONES</b>							
4192	CENTURY LINK	414B-05-20	LIBRARY 520-432-4232 414B	06/23/2020	200.27	200.27	06/24/2020
<b>10-83-24001 INTERNET ACCESS</b>							
4059	SPARKLIGHT	20-0823/LIB	Internet Svc-Library	06/23/2020	146.43	146.43	06/24/2020
<b>10-83-34000 CONTRACT SERVICES</b>							
5710	XEROX CORPORATION	10474896	BASE CHARGE & USAGE/LIB	06/01/2020	52.03	.00	
<b>10-83-45300 CUSTODIAL SUPPLIES</b>							
4926	AMAZON	657333445346	COVID SUPPLIES	05/15/2020	97.40	.00	
4926	AMAZON	796866867638	COVID SUPPLIES	05/11/2020	67.90	.00	
4926	AMAZON	973854338545	COVID SUPPLIES	05/24/2020	67.90	.00	
4926	AMAZON	979874877969	JANITORIAL SUPPLIES	05/08/2020	132.90	.00	
<b>10-83-46000 OPERATIONAL EXPENSES</b>							
6536	BISBEE NAPA AUTO PARTS	221115	NITRILE GLOVES	04/09/2020	12.05	.00	
6943	CORPORATE PAYMENT SYSTE	20-0605	PLASTIC SHIELDS	06/05/2020	260.23	260.23	06/24/2020
<b>10-83-48831 BOOKS</b>							
4926	AMAZON	439954837874	BOOKS	06/07/2020	16.20	.00	
4926	AMAZON	439957893735	BOOKS	05/22/2020	22.28	.00	
4926	AMAZON	458389976875	BOOKS	06/08/2020	53.89	.00	
4926	AMAZON	467447885379	BOOKS	05/05/2020	72.15	.00	
4926	AMAZON	469595945889	BOOKS	05/25/2020	45.69	.00	
4926	AMAZON	477943653937	BOOKS	05/16/2020	41.82	.00	
4926	AMAZON	653893698875	BOOKS	05/10/2020	26.49	.00	
4926	AMAZON	658736759936	BOOKS	06/05/2020	12.59	.00	
4926	AMAZON	667663494337	BOOKS	05/24/2020	68.72	.00	
4926	AMAZON	678869457969	BOOKS	06/08/2020	94.45	.00	
4926	AMAZON	745975388644	BOOKS	06/05/2020	9.44	.00	
4926	AMAZON	833765586463	BOOKS	06/09/2020	45.23	.00	
4926	AMAZON	836356566945	BOOKS	06/05/2020	22.14	.00	
4926	AMAZON	836849383786	BOOKS	06/05/2020	11.94	.00	
4926	AMAZON	839683854656	BOOKS	05/13/2020	90.81	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4926	AMAZON	843738758837	BOOKS	06/05/2020	542.37	.00	
4926	AMAZON	854958876679	BOOKS	06/05/2020	15.86	.00	
4926	AMAZON	867778848584	BOOKS	06/08/2020	25.95	.00	
4926	AMAZON	934354968697	BOOKS	06/05/2020	104.05	.00	
4926	AMAZON	984475377695	BOOKS	06/08/2020	16.74	.00	
<b>10-83-46833 CHILDRENS MATERIALS</b>							
4926	AMAZON	448755736866	CHILDREN'S MATERIAL	05/22/2020	17.39	.00	
4926	AMAZON	459395894338	CHILDREN'S MATERIAL	05/25/2020	205.42	.00	
<b>10-83-46834 PERIODICALS</b>							
4926	AMAZON	468965449358	MAGAZINE SUBSCRIPTION	04/14/2020	5.00	.00	
4926	AMAZON	687766998374	MAGAZINE SUBSCRIPTION	04/14/2020	25.00	.00	
4926	AMAZON	743757498866	MAGAZINE SUBSCRIPTION	05/12/2020	24.00	.00	
6943	CORPORATE PAYMENT SYSTE	20-0605	MAGAZINE RENEWAL	06/05/2020	12.00	12.00	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	MAGAZINE RENEWAL	06/05/2020	18.00	18.00	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	MAGAZINE RENEWAL	06/05/2020	24.00	24.00	06/24/2020
Total LIBRARY:					3,224.91	1,179.13	
<b>SENIOR CITIZENS CENTER</b>							
<b>10-85-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	8339841000-0	300 Collins Rd. #8339841000	06/23/2020	581.32	581.32	06/24/2020
<b>10-85-22000 WATER</b>							
1108	AZ WATER COMPANY	03117021951-0	Collins Rd - S Cntr - #0311702195	06/30/2020	76.79	76.79	06/30/2020
<b>10-85-22650 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	COLLINS RD-SENIOR CENTER	07/01/2020	68.00	68.00	07/01/2020
<b>10-85-23000 GAS</b>							
1189	AMERIGAS-7671	3102815042	PROPANE GAS/SR CENTER	02/14/2020	1,786.81	.00	
1189	AMERIGAS-7671	3105570398	PROPANE GAS/SR CENTER	04/16/2020	1,653.61	.00	
<b>10-85-24000 PHONES</b>							
4192	CENTURY LINK	416B-05-20	SENIOR CENTER 520-432-2167	06/23/2020	68.76	68.76	06/24/2020
<b>10-85-24001 INTERNET ACCESS FEES</b>							
4059	SPARKLIGHT	20-0623/SC	Internet Svc- Senior Center	06/23/2020	70.00	70.00	06/24/2020
<b>10-85-34085 COORDINATOR CONTRIBUTIONS</b>							
3188	BISBEE SENIOR ASSOCIATION	98	MONTHLY CONTRIBUTION	07/01/2020	616.63	616.63	07/01/2020
Total SENIOR CITIZENS CENTER:					4,921.92	1,481.50	
Total GENERAL FUND:					175,915.19	134,641.90	
<b>TRANSIENT ROOM TAX</b>							
<b>FUND EXPENDITURES</b>							
<b>20-40-24000 PHONES</b>							
4192	CENTURY LINK	251B-05-20	V. C. ANNEX 520-432-3539 251	06/23/2020	33.80	33.80	06/24/2020
4192	CENTURY LINK	500B-05-20	VISITOR CENTER 520-432-3554	06/23/2020	83.05	83.05	06/24/2020
<b>20-40-34000 CONTRACT SERVICES</b>							
5710	XEROX CORPORATION	10603617	BASE CHARGE & USAGE/VC	06/13/2020	51.72	.00	
<b>20-40-42040 ADVERTISING</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	WIX SOCIAL MEDIA APP	06/05/2020	5.25	5.25	06/24/2020
Total FUND EXPENDITURES:					173.82	122.10	
Total TRANSIENT ROOM TAX:					173.82	122.10	
<b>STREETS</b>							
<b>FUND EXPENDITURES</b>							
<b>21-40-12300 UNIFORMS &amp; CLOTHING</b>							
6818	WHITE, JOSHUA	20-0609	REIMBURSEMENT-BOOTS	06/09/2020	181.22	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>21-40-12500 RECRUITMENT/EMPLOYEE TESTING</b>							
1275	COPPER QUEEN COMM. HOSPI	80007409	DRUG SCREEN NON DOT	05/27/2020	72.00	.00	
<b>21-40-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	4470670000-0	60 Brewer Gulch Sp 3 - #4470670	06/17/2020	41.58	41.58	06/17/2020
1097	AZ PUBLIC SERVICE (2 of 3)	4877951000-0	Hwy 92 DD #4877951000	06/30/2020	11.70	11.70	06/30/2020
1097	AZ PUBLIC SERVICE (2 of 3)	5254161000-0	951 Naco Hwy #5254161000	06/30/2020	81.81	81.81	06/30/2020
1097	AZ PUBLIC SERVICE (2 of 3)	5847770000-0	60 Brewer Gulch Sp 2 - #5847770	06/17/2020	75.51	75.51	06/17/2020
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	\$433.53x25% Streets	06/23/2020	78.65	78.65	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	7700160000-0	60 Brewer Gulch Sp 4 - #7700160	06/17/2020	41.58	41.58	06/17/2020
1097	AZ PUBLIC SERVICE (2 of 3)	8186260000-0	170 Hwy 92 - #8186260000	06/23/2020	112.37	112.37	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	8583641000-0	60 Brewer Gulch Sp 1 - #8583641	06/17/2020	209.28	209.28	06/17/2020
1879	AZ PUBLIC SERVICE (3 of 3)	AR0480007261	UTILITY POLES/STREETS	06/18/2020	1,761.71	.00	
<b>21-40-24000 PHONES</b>							
6050	VERIZON	9856617948	Streets	06/13/2020	194.46	194.46	06/24/2020
<b>21-40-24001 INTERNET</b>							
6050	VERIZON	9856617948	Streets Air Card	06/13/2020	40.01	40.01	06/24/2020
<b>21-40-34000 CONTRACT SERVICES</b>							
5957	BARNETT'S PROPANE, LLC	9171-31	PROPANE	05/12/2020	78.54	.00	
7080	CINTAS	4052840415	UNIFORMS-STREETS	06/10/2020	53.35	.00	
7080	CINTAS	4053484891	UNIFORMS-STREETS	08/17/2020	53.35	.00	
5392	COCHISE COUNTY FLEET MAIN	BISBEE 20-11	FLEET CHARGES-MAY 20/STR	06/16/2020	247.05	.00	
<b>21-40-34100 DOC WORKERS</b>							
3163	AZ STATE PRISON CMLPX-DOU	D08349120200	DOC LABOR CREW/STR	04/07/2020	172.00	.00	
<b>21-40-37000 PROPERTY, CASUALTY, LIABILITY</b>							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-080	Streets	06/04/2020	12,466.00	12,466.00	06/30/2020
<b>21-40-45200 SAFETY EQUIP &amp; SUPPLIES</b>							
6536	BISBEE NAPA AUTO PARTS	220972	NITRILE DISP GLOVES	04/07/2020	24.09	.00	
<b>21-40-46000 OPERATIONAL EXPENSES</b>							
1659	ACE HARDWARE	30309	ANGLE IRON	06/10/2020	33.45	.00	
1659	ACE HARDWARE	30311	ANGLE IRON	06/10/2020	15.05	.00	
1659	ACE HARDWARE	30436	CABLE TIES, T-POST ECON	06/23/2020	22.51	.00	
1862	B&D LUMBER & HARDWARE	176242	FHP CONCR SCR, OSB	06/09/2020	48.50	.00	
1862	B&D LUMBER & HARDWARE	176246	REBAR	06/09/2020	49.23	.00	
1862	B&D LUMBER & HARDWARE	176263	PREMIX CONCRETE	06/09/2020	178.43	.00	
1862	B&D LUMBER & HARDWARE	176271	CREDIT	06/09/2020	66.64	.00	
1862	B&D LUMBER & HARDWARE	176326	CHAIN, SLIP HOOK	06/11/2020	52.65	.00	
1862	B&D LUMBER & HARDWARE	176411	BAR 3005	06/16/2020	30.57	.00	
1862	B&D LUMBER & HARDWARE	176420	PREMIX CONCRETE	06/16/2020	44.72	.00	
6536	BISBEE NAPA AUTO PARTS	226525	OXYGEN	06/15/2020	22.19	.00	
7066	INTERWEST SAFETY SUPPLY, L	51376	SIGNS	06/10/2020	1,073.87	.00	
6652	POLLARD WATER	165448	3 ALUM QCK COUP C & A	04/28/2020	94.88	.00	
1339	TITAN MACHINERY	14101787 GP	PAD, RUBBER LAMINATED, REP	06/11/2020	538.61	.00	
<b>21-40-46210 STREET REPAIR MAT - SALES TAX</b>							
6391	CITY OF DOUGLAS	202006106284	ASPHALT	06/10/2020	480.00	.00	
1337	EADS CONSTRUCTION	7896	CONCRETE	06/09/2020	495.13	.00	
1337	EADS CONSTRUCTION	7911	CONCRETE	06/17/2020	518.82	.00	
4223	KE & G DEVELOPMENT	816	1/2" MAG	05/29/2020	14,024.87	.00	
4223	KE & G DEVELOPMENT	819	1/2" MAG	05/29/2020	12,958.11	.00	
4223	KE & G DEVELOPMENT	822	1/2" MAG	05/29/2020	13,500.78	.00	
4223	KE & G DEVELOPMENT	830	ASPHALT	06/25/2020	13,887.56	.00	
<b>21-40-55100 REPAIR &amp; MAINT - OTHER</b>							
6853	THE WLB GROUP, INC	118032001-11	CHANNEL REPAIR	04/16/2020	1,000.00	.00	
6853	THE WLB GROUP, INC	118032003-05	RETAINING WALL FAILURE	06/12/2020	1,345.00	.00	
<b>21-40-55200 NON CAP EQUIP PURCHASES</b>							
6013	UNITED RENTALS (NORTH AME	183247239-00	ROAD PLATE, CROSSING PLAT	06/25/2020	4,490.39	.00	
<b>21-40-61000 VEHICLE PARTS &amp; LABOR</b>							
6536	BISBEE NAPA AUTO PARTS	226827	COUPLING MALE	06/17/2020	86.34	.00	
6536	BISBEE NAPA AUTO PARTS	226975	OIL FILTER, AIR FILTER, OIL, OC	06/19/2020	56.28	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1339	TITAN MACHINERY	14123525 GS	RESEAL HYD CYLINDER	06/16/2020	728.11	.00	
1339	TITAN MACHINERY	14126460 GP	SUPPORT	06/16/2020	126.09	.00	
<b>21-40-62003 GASOLINE</b>							
5084	WEX BANK	66055877	FUEL/STREETS EQUIPMENT	08/23/2020	181.76	.00	
5084	WEX BANK	66055877	FUEL/STREETS/HIDALGO	06/23/2020	37.14	.00	
5084	WEX BANK	66055877	FUEL/STREETS/SAAVEDRA	06/23/2020	58.79	.00	
<b>Total FUND EXPENDITURES:</b>					<b>81,909.45</b>	<b>13,352.95</b>	
<b>Total STREETS:</b>					<b>81,909.45</b>	<b>13,352.95</b>	

**BISBEE ARTS COMMISSION  
FUND EXPENDITURES**

**42-40-46000 OPERATIONAL EXP (DONATIONS)**

6932	BECKY REYES	20-0610	VENDING MACHINE SALES	06/10/2020	10.00	.00	
7022	DALE MILLER	20-0610	VENDING MACHINE ART SALE	06/10/2020	10.00	.00	
7023	DIERDRE RUFF	20-0610	VENDING MACHINE ARTWORK	06/10/2020	40.00	.00	
7026	GRETCHEN HILL	20-0610	VENDING MACHINE ART SALE	06/10/2020	10.00	.00	
5116	KATE DREW-WILKINSON DESIG	20-0610	VENDING MACHINE ARTWORK	06/10/2020	50.00	.00	
6933	KEVIN MILLER	20-0610	VENDING MACHINE ARTWORK	06/10/2020	10.00	.00	
6786	LISA WINES	20-0610	VENDING MACHINE ARTWORK	06/10/2020	20.00	.00	
7102	MARK MEAD	20-0610	VENDING MACHINE ART SALE	06/10/2020	40.00	.00	
6928	MICHAEL PAGE	20-0610	VENDING MACHINE ARTWORK	06/10/2020	20.00	.00	
6937	NORA RENNEKER	20-0610	VENDING MACHINE ARTWORK	06/10/2020	10.00	.00	
6935	RUSSELL GILLEPSIE	20-0610	VENDING MACHINE ARTWORK	06/10/2020	30.00	.00	
6936	SAM POE GALLERY	20-0610	VENDING MACHINE ARTWORK	06/10/2020	60.00	.00	
7025	SUZANNE MCKEE	20-0610	VENDING MACHINE ART SALE	06/10/2020	10.00	.00	
6929	TAMARA PAGE	20-0610	VENDING MACHINE ARTWORK	06/10/2020	70.00	.00	
6699	TONYA BORGESON	20-0610	VENDING MACHINE ARTWORK	06/10/2020	10.00	.00	

Total FUND EXPENDITURES: 400.00 .00

Total BISBEE ARTS COMMISSION: 400.00 .00

**MISC. DONATIONS**

**48-38-22515 LIBRARY DONATIONS SPEC BEQUEST**

4926	AMAZON	447363563579	DVD REPLACEMENT	06/05/2020	9.99	.00	
4926	AMAZON	457973977884	DVD REPLACEMENT	06/05/2020	20.81	.00	
4926	AMAZON	464957737367	DVD REPLACEMENT	06/05/2020	11.50	.00	

Total : 42.30 .00

Total MISC. DONATIONS: 42.30 .00

**AIRPORT FUND**

**FUND EXPENDITURES**

**50-40-21000 ELECTRIC**

1097	AZ PUBLIC SERVICE (2 of 3)	9662440000-0	Bisbee Junction Hill - Airport #96	08/30/2020	369.91	369.91	06/30/2020
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**50-40-22000 WATER**

1584	NACO WATER COMPANY LLC	090018500-06-	Airport Water	06/16/2020	89.93	89.93	06/17/2020
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**50-40-22550 SEWER AND GARBAGE SERV.**

1225	BISBEE PUBLIC WORKS	21	AIRPORT RD-AIRPORT	07/01/2020	22.43	22.43	07/01/2020
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**50-40-24000 PHONES**

4192	CENTURY LINK	426B-05-20	AIRPORT 520-432-6030 426B	08/23/2020	33.80	33.80	06/24/2020
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4192	CENTURY LINK	703B-05-20	AIRPORT 520-432-6980 703B	08/23/2020	35.33	35.33	06/24/2020
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**50-40-37000 PROPERTY, CASUALTY, LIABILITY**

3639	SOUTHWEST RISK SERVICE	52255	AIRPORT LIABILITY 7/1/20-6/30/	06/09/2020	3,660.00	3,660.00	06/30/2020
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>50-40-42060 INVENTORIED TOOLS</b>							
1862	B&D LUMBER & HARDWARE	176613	HAMMER BIT, POWER BIT	06/23/2020	16.17	.00	
<b>50-40-45100 DISPOSABLE EQUIP &amp; TOOLS</b>							
1862	B&D LUMBER & HARDWARE	176613	PIPE WRAP, HILLMAN	06/23/2020	45.03	.00	
<b>50-40-45300 CUSTODIAL SUPPLIES</b>							
7060	CINTAS	4053484986	JANITORIAL SUPPLIES	06/17/2020	11.74	.00	
<b>50-40-46000 OPERATIONAL EXPENSES</b>							
1862	B&D LUMBER & HARDWARE	176618	CL W/D SILICONE SEALANT	06/23/2020	16.57	.00	
<b>50-40-50100 BLDG REPAIR &amp; MAINT</b>							
1862	B&D LUMBER & HARDWARE	176628	PP EXT, PAINTERS CAULK, SILI	06/23/2020	62.32	.00	
1862	B&D LUMBER & HARDWARE	176684	MINI WOVEN CVR W/FRAME, P	06/25/2020	14.41	.00	
5349	GRASP HEATING & COOLING , I	1058	INSTALL NEW AC UNIT	06/12/2020	4,970.53	.00	
Total FUND EXPENDITURES:					9,348.17	4,211.40	
Total AIRPORT FUND:					9,348.17	4,211.40	
<b>POLICE SPECIAL REVENUE&amp; GRANTS</b>							
<b>FUND EXPENDITURES</b>							
<b>53-40-35005 COMMUNICATIONS SYSTEM</b>							
4304	DURHAM COMMUNICATIONS, I	2079	RADIO EQUIPMENT	05/29/2020	1,697.86	.00	
Total FUND EXPENDITURES:					1,697.86	.00	
Total POLICE SPECIAL REVENUE& GRANTS:					1,697.86	.00	
<b>SEWER FUND</b>							
<b>54-1019900 CLEARING ACCT--SEWER/TRASH A/R</b>							
7097	GREGG SNYDER	20-0610	REFUND FOR 103.624212.01	06/10/2020	304.85	.00	
4831	JIM & SUSAN MILLER	20-0618	REFUND FOR 103.990481.01	06/18/2020	22.00	.00	
7098	PAUL & MARGERY BATES	20-0618	REFUND FOR 103.590274.01	06/18/2020	15.90	.00	
7101	SELECT PORTFOLIO SERVICIN	20-0624	REFUND FOR ACCOUNT 101.06	06/24/2020	212.24	.00	
Total :					554.99	.00	
<b>FUND EXPENDITURES</b>							
<b>54-40-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	0516740000-0	42 Warren Cut Off Rd. Swr Bldg B	06/23/2020	605.95	605.95	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	1002920000-0	940 W. Purdy Ln San Jose WW -#	06/30/2020	6,735.33	6,735.33	06/30/2020
1097	AZ PUBLIC SERVICE (2 of 3)	2478030000-0	302 Teran St. #2478030000	06/23/2020	61.33	61.33	06/24/2020
1097	AZ PUBLIC SERVICE (2 of 3)	2954210000-0	42 Warren Cut Off Rd. Swr Bldg A	06/23/2020	48.84	48.84	06/24/2020
<b>54-40-22000 WATER</b>							
1106	AZ WATER COMPANY	03109050451-	6 W. HWY 80	06/23/2020	26.24	26.24	06/24/2020
1106	AZ WATER COMPANY	03109081151-0	Highway 80-Sewer Pond - Acct #	06/23/2020	79.36	79.36	06/24/2020
1106	AZ WATER COMPANY	03117016701-0	320 Teran #03117016701	06/30/2020	25.88	25.88	06/30/2020
<b>54-40-24000 PHONES</b>							
4192	CENTURY LINK	424B-05-20	46 S. AZ ST-WW 520-432-6035 4	06/23/2020	34.38	34.38	06/24/2020
6050	VERIZON	9856617948	Sewer On Call	06/13/2020	18.54	18.54	06/24/2020
6050	VERIZON	9856617948	Sewer	06/13/2020	117.52	117.52	06/24/2020
<b>54-40-24001 INTERNET ACCESS FEE</b>							
6050	VERIZON	9856617948	Sewer Air Card	06/13/2020	40.01	40.01	06/24/2020
<b>54-40-34000 CONTRACT SERVICES</b>							
7060	CINTAS	4052840416	UNIFORMS-WW	06/10/2020	58.67	.00	
7060	CINTAS	4053484930	UNIFORMS-WW	06/17/2020	58.67	.00	
6881	OPERATIONS MANAGEMENT IN	D3185600-02-0	JACOBS CONTRACT-JULY-20	06/08/2020	62,050.90	62,050.90	06/22/2020
6881	OPERATIONS MANAGEMENT IN	D31856000-S1	OUT OF SCOPE AGREEMENT-S	06/10/2020	87,801.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>54-40-37000 PROPERTY, CASUALTY, LIABILITY</b>							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-060	Sewer	06/04/2020	18,700.00	18,700.00	06/30/2020
<b>54-40-42060 INVENTORIED TOOLS</b>							
1659	ACE HARDWARE	30461	TROWEL	06/25/2020	5.58	.00	
<b>54-40-45100 DISPOSABLE EQUIP &amp; TOOLS</b>							
1659	ACE HARDWARE	30287	WORK GLOVES, PAIL PAINT, PAI	06/09/2020	24.17	.00	
<b>54-40-46000 OPERATIONAL EXPENSES</b>							
1659	ACE HARDWARE	30320	BATTERY	06/10/2020	16.43	.00	
1659	ACE HARDWARE	30321	HORNET & WASP AERSOL	06/11/2020	8.55	.00	
1659	ACE HARDWARE	30348	DISH SOAP, SIMPLE GREEN, R	06/15/2020	21.87	.00	
1659	ACE HARDWARE	30357	COOLER, OSC SPRINKLER, ME	06/15/2020	40.03	.00	
1659	ACE HARDWARE	30359	OSC SPRINKLER	06/15/2020	4.66	.00	
1659	ACE HARDWARE	30360	CREDIT	06/15/2020	4.66-	.00	
1659	ACE HARDWARE	30370	FASTENERS	06/16/2020	3.15	.00	
1659	ACE HARDWARE	30461	CONCRETE PATCH VINYL	06/25/2020	8.37	.00	
1862	B&D LUMBER & HARDWARE	176446	MOTO MIX OIL	06/17/2020	31.55	.00	
1862	B&D LUMBER & HARDWARE	176480	CEMENT	06/18/2020	19.02	.00	
6536	BISBEE NAPA AUTO PARTS	221518	BRAKLEEN, HAND CLEANER	04/18/2020	8.87	.00	
6536	BISBEE NAPA AUTO PARTS	221640	OIL	04/16/2020	3.72	.00	
6536	BISBEE NAPA AUTO PARTS	221963	SHOP TOWELS, BRAKLEEN	04/21/2020	8.53	.00	
6536	BISBEE NAPA AUTO PARTS	222068	BRAKLEEN, GOJO	04/22/2020	5.90	.00	
6536	BISBEE NAPA AUTO PARTS	222478	TRANFLU QT DEXRON	04/27/2020	24.94	.00	
6536	BISBEE NAPA AUTO PARTS	222704	TUB O TOWELS, FOPL 64 FO P	04/30/2020	23.28	.00	
6536	BISBEE NAPA AUTO PARTS	225417	TUB O TOWELS, IPACT BLKGRY	06/02/2020	38.45	.00	
3754	REED BOOTH	20-0608	BEE REMOVAL/15 COCHISE DR	06/08/2020	400.00	.00	
<b>54-40-46643 MANHOLE, PIPE &amp; FITTINGS</b>							
1659	ACE HARDWARE	30398	CEMENT PVC, CEMENT ABS	06/18/2020	31.63	.00	
1862	B&D LUMBER & HARDWARE	176469	ABS CLEANOUT TEE, ABS CEM	06/18/2020	60.97	.00	
1862	B&D LUMBER & HARDWARE	176502	ELBOW, PVC ELBOW, ABS COU	06/18/2020	31.98	.00	
1862	B&D LUMBER & HARDWARE	176612	PIPE PVC, BUSHING, MALE AD	06/23/2020	19.08	.00	
1862	B&D LUMBER & HARDWARE	176615	PVC UNION, PVC COUPLING	06/23/2020	9.69	.00	
6000	FERGUSON WATERWORKS #30	398062	6 CLAY X 6 CI PVC COUP	06/23/2020	110.10	.00	
6652	POLLARD WATER	162940	MDPE M/HOLE INS, FLAT LID	04/30/2020	4,199.98	.00	
6652	POLLARD WATER	164149	PLUMBING PARTS	04/28/2020	63.04	.00	
<b>54-40-56100 REPAIR &amp; MAINT - OTHER</b>							
1337	EADS CONSTRUCTION	7923	CONCRETE	06/24/2020	639.77	.00	
<b>54-40-61000 VEHICLE PARTS &amp; LABOR</b>							
6536	BISBEE NAPA AUTO PARTS	226005	DEGREASER, FOPL 64 FOPM	06/08/2020	36.87	.00	
<b>54-40-62003 GASOLINE</b>							
5084	WEX BANK	66055877	FUEL/WW/BORQUEZ	06/23/2020	60.59	.00	
5084	WEX BANK	66055877	FUEL/WW/ALVAREZ	06/23/2020	65.29	.00	
5084	WEX BANK	66055877	FUEL/WW/DE LA ROSA	06/23/2020	41.14	.00	
<b>Total FUND EXPENDITURES:</b>					<b>182,525.52</b>	<b>88,544.28</b>	
<b>Total SEWER FUND:</b>					<b>183,080.51</b>	<b>88,544.28</b>	
<b>SANITATION FUND</b>							
<b>FUND EXPENDITURES</b>							
<b>56-40-12300 UNIFORMS &amp; CLOTHING</b>							
6279	RIVERA, SERGIO	20-0616	BOOT REIMBURSEMENT	06/16/2020	150.00	.00	
<b>56-40-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	\$433.53x25% Sanitation	06/23/2020	78.65	78.65	06/24/2020
<b>56-40-24000 PHONES</b>							
6050	VERIZON	9856617948	Sanitation	06/13/2020	152.54	152.54	06/24/2020
<b>56-40-34000 CONTRACT SERVICES</b>							
7060	CINTAS	4052840296	UNIFORMS-SANITATION	04/10/2020	36.23	.00	
7060	CINTAS	4053484992	UNIFORMS-SANITATION	06/17/2020	36.23	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>56-40-37000 PROPERTY, CASUALTY, LIABILITY</b>							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-060	Sanitation	06/04/2020	7,618.00	7,618.00	06/30/2020
<b>56-40-42060 INVENTORIED TOOLS</b>							
1862	B&D LUMBER & HARDWARE	176284	MANURE FORK	06/10/2020	40.96	.00	
<b>56-40-46000 OPERATIONAL EXPENSES</b>							
1862	B&D LUMBER & HARDWARE	176648	BRUSH	06/24/2020	8.71	.00	
6536	BISBEE NAPA AUTO PARTS	222007	TRANFLU QT DEXRON	04/21/2020	37.42	.00	
<b>56-40-46562 RECYCLING PROGRAM</b>							
6536	BISBEE NAPA AUTO PARTS	221735	OIL FILTER, OCTANE BOOSTER	04/17/2020	16.80	.00	
6536	BISBEE NAPA AUTO PARTS	227485	BELT TENSIONER ASSEMBLY	06/25/2020	113.35	.00	
7060	CINTAS	4052840413	UNIFORMS-RECYCLING	06/10/2020	56.64	.00	
7060	CINTAS	4053484958	UNIFORMS-RECYCLING	06/17/2020	56.64	.00	
6943	CORPORATE PAYMENT SYSTE	20-0605	EM SHOES	06/05/2020	135.88	135.88	06/24/2020
6050	VERIZON	9856617948	Recycle	06/13/2020	215.56	215.56	06/24/2020
<b>56-40-55200 NON CAP EQUIP PURCHASES</b>							
7105	THE LIFTGATE PARTS CO.	42368	TOMMY GATE G2 DUAL DRIVE	06/29/2020	3,067.95	.00	
<b>56-40-61000 VEHICLE PARTS &amp; LABOR</b>							
6536	BISBEE NAPA AUTO PARTS	225655	HYD HOSE FITTINGS, TXREEL	06/04/2020	106.53	.00	
6536	BISBEE NAPA AUTO PARTS	225726	GREASE FITTING, COUPLER	06/04/2020	12.05	.00	
6536	BISBEE NAPA AUTO PARTS	226084	RELAY, BLASTER PENETRANT	06/09/2020	17.58	.00	
6536	BISBEE NAPA AUTO PARTS	226522	HYD HOSE FITTINGS, TXREEL	06/15/2020	34.73	.00	
6536	BISBEE NAPA AUTO PARTS	226528	HOSE CLAMP, FUEL LINE HOS	06/15/2020	2.77	.00	
6943	CORPORATE PAYMENT SYSTE	20-0605	HYDRAULIC HOSE ASSEMBLY	06/05/2020	692.59	692.59	06/24/2020
<b>56-40-62004 DIESEL</b>							
5084	WEX BANK	66055877	FUEL/SAN/DIESEL/TAPIA	06/23/2020	224.36	.00	
5084	WEX BANK	66055877	FUEL/SAN/DIESEL/MOODY	06/23/2020	118.00	.00	
5084	WEX BANK	66055877	FUEL/SAN/DIESEL/MOODY	06/23/2020	70.00	.00	
Total FUND EXPENDITURES:					13,100.17	8,893.22	
Total SANITATION FUND:					13,100.17	8,893.22	
<b>QUEEN MINE FUND</b>							
<b>FUND EXPENDITURES</b>							
<b>59-40-21000 ELECTRIC</b>							
1097	AZ PUBLIC SERVICE (2 of 3)	8295240000-0	HWY 80 Tour - QM - #829524000	06/23/2020	642.39	642.39	06/24/2020
<b>59-40-22000 WATER</b>							
1106	AZ WATER COMPANY	03109024701-	Queen Mine - #03109024701	06/23/2020	76.79	76.79	06/24/2020
<b>59-40-22550 SEWER AND GARBAGE SERV.</b>							
1225	BISBEE PUBLIC WORKS	21	478 N DART RD-QUEEN MINE	07/01/2020	401.97	401.97	07/01/2020
<b>59-40-24000 PHONES</b>							
4192	CENTURY LINK	406B-05-20	QUEEN MINE 520-432-2071 406	06/23/2020	143.96	143.96	06/24/2020
6050	VERIZON	9856617948	Queen Mine	06/13/2020	55.29	55.29	06/24/2020
<b>59-40-24001 INTERNET ACCESS FEE</b>							
4059	SPARKLIGHT	20-0623/QM	Internet Svc-Queen Mine	06/23/2020	78.99	78.99	06/24/2020
<b>59-40-41500 OFFICE SUPPLIES</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	NEWSPAPER WRAPPING SHEE	06/05/2020	154.54	154.54	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	RAFFLE TICKETS	06/05/2020	7.40	7.40	06/24/2020
<b>59-40-45200 SAFETY EQUIP &amp; SUPPLIES</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	FACE MASKS	06/05/2020	58.20	58.20	06/24/2020
<b>59-40-46300 CUSTODIAL SUPPLIES</b>							
6399	WIST OFFICE PRODUCTS	2016835	DISINFECTING SPRAY	06/17/2020	151.36	.00	
<b>59-40-46000 OPERATIONAL EXPENSES</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	HAND SANITIZER	06/05/2020	270.95	270.95	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	SOCIAL DISTANCING STICKER	06/05/2020	72.32	72.32	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	GLASS SHIELDS	06/05/2020	114.67	114.67	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	POWDER DETERGENT, CRATE	06/05/2020	9.86	9.86	06/24/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>59-40-55000 EQUIPMENT REPAIR &amp; MAINT</b>							
6943	CORPORATE PAYMENT SYSTE	20-0605	METAL SHEET	06/05/2020	168.87	168.87	06/24/2020
6943	CORPORATE PAYMENT SYSTE	20-0605	LUMBER, CABLE	06/05/2020	119.54	119.54	06/24/2020
<b>59-40-55100 REPAIR &amp; MAINT - OTHER</b>							
1659	ACE HARDWARE	30312	MOP, FASTENERS, LIGHT BULB	06/10/2020	45.52	.00	
<b>Total FUND EXPENDITURES:</b>					<b>2,572.62</b>	<b>2,375.74</b>	
<b>Total QUEEN MINE FUND:</b>					<b>2,572.62</b>	<b>2,375.74</b>	
<b>MISC. GRANTS</b>							
<b>FUND EXPENDITURES</b>							
<b>78-40-23008 LIBRARY LSTA GRANT,FED THRU AZ</b>							
4926	AMAZON	875445498466	LSTA HOTSPOT GRANT	05/25/2020	111.30	.00	
<b>78-40-23012 FREEPORT SANJOSE LIBRARY ANNEX</b>							
4926	AMAZON	898398963896	FREEPORT GRANT	04/02/2020	1.33	.00	
<b>Total FUND EXPENDITURES:</b>					<b>112.63</b>	<b>.00</b>	
<b>Total MISC. GRANTS:</b>					<b>112.63</b>	<b>.00</b>	
<b>BISBEE BUS FUND</b>							
<b>FUND EXPENDITURES</b>							
<b>96-40-41607 CITY OPERATING EXPENSE</b>							
6536	BISBEE NAPA AUTO PARTS	224346	OIL FILTER, OIL	05/19/2020	89.02	.00	
6536	BISBEE NAPA AUTO PARTS	226218	OIL FILTER, AIR FILTER, BRAKE	06/10/2020	109.23	.00	
6391	CITY OF DOUGLAS	527626	BUS OPERATING SERVICES/AP	05/27/2020	20,879.95	.00	
6050	VERIZON	9858628709	Bisbee Bus	06/13/2020	52.98	52.98	06/24/2020
<b>96-40-62000 FUEL &amp; LUBRICANTS</b>							
5084	WEX BANK	66055877	FUEL/BUS/VEH 403	06/23/2020	168.89	.00	
<b>Total FUND EXPENDITURES:</b>					<b>21,300.07</b>	<b>52.98</b>	
<b>Total BISBEE BUS FUND:</b>					<b>21,300.07</b>	<b>52.98</b>	
<b>Grand Totals:</b>					<b>491,587.58</b>	<b>254,129.36</b>	

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

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

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

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

- Invoices with totals above \$0.00 included.
  - Paid and unpaid invoices included.
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**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: July 7, 2020

Regular     Special

DATE ACTION SUBMITTED: June 25, 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 JUNE 16, 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 June 16, 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: Theresa Coleman  
Theresa Coleman  
City Manager

**This meeting was closed to the public due to Covid 19**

## **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, JUNE 16, 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 7:00 PM.

### **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      Excused

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 for the Covid 19 patients and to those who are no longer with us.

### **PLEDGE OF ALLEGIANCE**

#### **MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:**

- Mayor Smith read the proclamation for Unites States Army's 245<sup>th</sup> Birthday.
- Mayor Smith gave an update on the Covid pandemic and his communications with the Governor's Office.

#### **CALL TO THE PUBLIC**

- Al Anderson, commented on Councilmember Giacomino's suggestion that Lithik Construction rebuild City Hall. He commented that the decision had to be determined by cost. He spoke on the concepts provided by Albert Hoper. H suggested that Council explore the continued use of the Cochise County facility on Tovreaville road.
- Donna Pulling, commented on the confusion created by the new practice of reading all public comments during the call to the public. Ms. Pulling requested clarification.

- Ben Lepley, commented on his previous letter regarding saving the City Hall shell. He explained that he along with Lithik Construction and Karchner Engineering were working on two informal proposals intended for public discussion in regard to saving the shell. He explained that the intent was to allow the public an opportunity to know and discuss the possibilities. See Exhibit "A" attached.
- Mark and Debby Gardner, expressed in opposition to the PRIDE party at the Copper Queen Hotel.
- Claire Chafee, commented about Covid 19 and the increase in cases.

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 \$191,407.87.

SECOND: Councilmember Johns

Councilmember Giacomino asked about the charges to Caselle and water charges.

Ms. Coleman responded that Caselle was our finance software.

Mr. Haro explained that the charges Ms. Giacomino was referring to were for sewer and garbage.

Ms. Giacomino said that we were always seeing equipment being purchase. She said things that were not disposable were being purchase. She asked if there was any way to inventory the purchases to keep track.

Mr. Haro responded that that was something that was in the works.

MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on June 2, 2020 at 7:00 pm.

Ashlee Coronado, City Clerk

MOTION: Councilmember Johns moved to approve the consent agenda items 2A

SECOND: Mayor Smith

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6; NAYS -0

OLD BUSINESS

3. Discussion and Possible Approval of Ordinance O-20-10; Amending Article 4.5.1 Rates, and Establishing Article 4.5.2, Ambulance Subscriptions and providing for repeal and severability.

Theresa Coleman, City Manager

MOTION: Councilmember Pawlik moved to approve Ordinance O-20-10; Amending Article 4.5.1 Rates, and Establishing Article 4.5.2, Ambulance Subscriptions and providing for repeal and severability.

SECOND: Mayor Smith

ROLL CALL VOTE:

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

NAYS: Councilmember Cline

MOTION PASSED: AYES -5; NAYS -1

4. Discussion and Possible Approval of Ordinance O-20-11, Accepting the transfer of Real Property held by Mining Claim in the Saginaw Neighborhood.

Theresa Coleman, City Manager

MOTION: Councilmember Johns moved to approve Ordinance O-20-11, Accepting the transfer of Real Property held by Mining Claim in the Saginaw Neighborhood.

SECOND: Councilmember Cline

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6; NAYS -0

## NEW BUSINESS

5. Discussion and Possible Approval of Resolution R-20-19; a Resolution of the Mayor and City Council, City of Bisbee, County of Cochise, State of Arizona, fixing, levying and assessing the amount to be raised by the City of Bisbee, from property taxation and fixing and determining the property tax rate for the 2020-2021 fiscal year and providing for severability.

Keri Bagley, Finance Director

Ms. Bagley explained that staff was recommending adoption of a tax rate in the amount of \$2.9954 per \$100 of assessed value or 2%. This would add an additional \$48,215 in revenue to the general fund. The increase represented an additional \$5.88 in property taxes per \$100,000.

MOTION: Councilmember Higgins moved to approve Resolution R-20-19; fixing, levying and assessing the amount to be raised by the City of Bisbee from property taxation and fixing and determining the property tax rate for the 2020-21 fiscal year in the amount of \$2. 9954 per \$100 of assessed valuation and providing for severability.

SECOND: Mayor Smith

ROLL CALL VOTE:

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

NAYS: Councilmember Giacomino

MOTION PASSED: AYES -5; NAYS -1

6. Discussion and Possible Approval of a Contract with Fireworks Productions of Arizona for the 4<sup>th</sup> of July Fireworks.

George Castillo, Fire Chief

Chief Castillo explained that this contract was for the Fourth of July fireworks. We have used Fireworks Productions for many years. Last year they were able to put on a \$6500 show. This year with the city's contribution, the union and donations they would be able to put on an \$8,500 show.

MOTION: Councilmember Higgins moved to approve the contract with Fireworks Productions of Arizona for the Fourth of July fireworks.

SECOND: Councilmember Pawlik

Councilmember Cline said the way they shoot off fireworks today was very old fashion and people did not realize how much work went into this show. It was quite the production. She thanked the Fire Department.

Councilmember Pawlik asked what account these funds came out of. He also asked if the community was able to make additional donations.

Ms. Coleman responded that it was parks and yes, donations could be made.

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6; NAYS -0

7. Discussion and Possible Approval of an Intergovernmental Agreement between Southeastern Arizona Communications (SEACOM) and the Bisbee Police Department Authorizing Chief of Police, Albert Echave to sign this agreement as the authorized representative of the Bisbee Police Department in providing dispatching services during a catastrophic event(s) for either agency.

Albert Echave, Police Chief

Chief Echave explained that there were two contracts. The first was if Bisbee needed assistance for dispatching and the other would cover SEACOM if they needed assistance. He explained that the similar consoles would be installed in the Bisbee Dispatch.

Councilmember Cline asked if this was only for emergency services.

Chief Echave said that was correct.

MOTION: Councilmember Pawlik moved to approve the Intergovernmental Agreement between Southeastern Arizona Communications (SEACOM) and the Bisbee Police Department Authorizing Chief of Police Albert Echave to sign this agreement as authorized representative of the Bisbee Police Department and providing dispatching services during a catastrophic event for either agency.

SECOND: Mayor Smith

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6; NAYS -0

8. Discussion and Possible Approval to enter into a lease Purchase Agreement with NCL Government Capital for a New Way Diamondback Garbage Truck.

Jesus Haro, Public Works Director

Mr. Haro explained that they were requesting to enter into a lease purchase agreement for a new garbage truck for the old Bisbee area. He explained the current one we had was constantly in the shop. During those times that the truck was unusable the sanitation division had to use a dump truck to collect the garbage.

Councilmember Cline asked if this garbage truck was purchased would regular pickup return to Old Bisbee.

Mr. Haro said that it would afford us the opportunity to.

MOTION: Councilmember Higgins moved to enter into a lease purchase agreement with NCL Government capital for a new New Way Diamondback garbage truck.

SECOND: Councilmember Johns

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6; NAYS -0

9. Discussion and Possible Approval of Resolution R-20-20; Supporting the City of Bisbee's Formal Adoption of the City of Bisbee's Transportation's Amended Title VI Plan.

Jesus Haro, Public Works Director

Mr. Haro explained that this was the resolution that supports our nondiscriminatory plan that's required for us to accept the federal money we receive for our bus program.

MOTION: Councilmember Pawlik moved to approve Resolution R-20-20; Supporting the City of Bisbee's Formal Adoption of the City of Bisbee's Transportation's Amended Title VI Plan.

SECOND: Councilmember Johns

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6; NAYS -0

10. Discussion and Possible Approval of a Contract for Publishing Services/Official Newspaper of record with the Bisbee Observer.

Ashlee Coronado, City Clerk

Ms. Coronado explained that this was the annual contract for publishing services. This year we received one bid from the Bisbee Observer with a small increase from \$3.75 per column inch to \$4.00 per column inch.

MOTION: Councilmember Cline moved to approve the Contract for Publishing Services/ Official Newspaper of Record with the Bisbee Observer.

SECOND: Mayor Smith

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6; NAYS -0

11. Discussion and Possible Approval of an Intergovernmental Agreement with Cochise County for Election Services.

Ashlee Coronado, City Clerk

Ms. Coronado explained that this agreement with Cochise County was done every two years to provide election services. They would provide the vote centers, poll books, poll workers and also program and send out ballots. She explained that we prepare the language for the ballot along with the publicity pamphlets.

MOTION: Councilmember Johns moved to approve the intergovernmental agreement with Cochise County for Election Services.

SECOND: Councilmember Cline

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6; NAYS -0

12. Discussion and Possible Approval of Resolution R-20-14; Submitting to the Electors at the General Election of November 2, 2020, a Proposition to Increase the Transaction Privilege Tax by an additional One Percent (1%) dedicated to Essential Services with a six-year sunset.

Theresa Coleman, City Manager

Mayor Smith asked that comments be read from the public.

- Kara Peters, commented that she would like to voice her objection to the sales tax increase. If COVID did not kill small business, then this tax hike would. She added that it was completely unjustified.
- Claire Chafee, commented why do we need a 1% sales tax. She requested what justified essential services requested an explanation.
- Donna Pulling, asked what essential services were and why this term was not defined within the resolution. She listed departments that may be considered essential services. She also asked if this increase would be used for salary increases. She encouraged the Council to approve this resolution with the amendment clearly defining the term essential services. The voters can then decide in November.

Councilmember Giacomino said that the question had come up quite a bit, what were considered essential services here.

Ms. Coleman responded that what she believed essential services to be was not necessarily what Council or the voters thought it was.

Mayor Smith said that in the past both the library and the pool were considered to be essential services. Typically, when we speak of essential services it could be many things. The Council could decide what was essential.

MOTION: Councilmember Higgins moved to approve Resolution R-20-14; Submitting to the Electors at the General Election of November 2, 2020, a Proposition to Increase the Transaction Privilege Tax by an additional One Percent (1%) dedicated to Essential Services with a six-year sunset.

SECOND: Mayor Smith

Councilmember Giacomino wanted clarification that what was being approved tonight was that the public would be making the choice when they vote. By passing this it would be placed on the ballot. The people would choose.

Ms. Coleman responded yes it would be included on the ballot.

Councilmember Pawlik asked how much money would we receive from the AZCares Act.

Mayor Smith responded that it was \$599,825.00

Councilmember Pawlik said that this tax would either sink or swim. This was based on how well the city could sell this proposed increase to the public. He said we were in a serious situation. He said that if we were going to come out of this we needed to do an effective job of selling this to the community.

**ROLL CALL VOTE:**

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

**NAYS:** Councilmember Cline

**MOTION PASSED:** AYES -5; NAYS -1

**13. City Manager's Report:**

- Update on Ambulance Purchase for Fire Department - Ms. Coleman said that we had hoped to bring an item for an ambulance purchase, we had additional opportunities to go out to bid. This will allow us to get the best value for money.
- 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.):

- Councilmember Pawlik commented on the article written in the Bisbee Observer on an interview with Chief Castillo. He said it was the best article he had read. He also commented on the PSPRS debt. He pointed out if we only paid the minimum we would be paying \$40 million for \$21 million debt. He said that was mind-boggling.
- Councilmember Giacomino wanted Council to be aware that there was a group of people getting together a presentation to share ideas on the rebuilding or refurbishing of City Hall. She also addressed Mr. Anderson's call to the public comments. Councilmember Giacomino also extended her sympathies to the Oldfield Family for their loss of Dan.

**ADJOURNMENT:**

**MOTION:** Councilmember Higgins moved to adjourn the meeting.

**SECOND:** Councilmember Pawlik

**MOTION PASSED:** UNANIMOUSLY

**ADJOURNMENT:** 8:03 PM

---

David M. Smith, Mayor

Tectonicus -Architecture  
Lythic Construction  
Kartchner -Engineering

# Bisbee City Hall Conversion 'Calumet Market'

A draft *local* proposal to save the shell for \$450,000 as an outdoor market. Other uses could be, new Animal Shelter, Clinic Offices, Retail, Elderly Care Facility would all work with this same court-yard scheme. The remainder \$1.35M could be used for **any** city use.

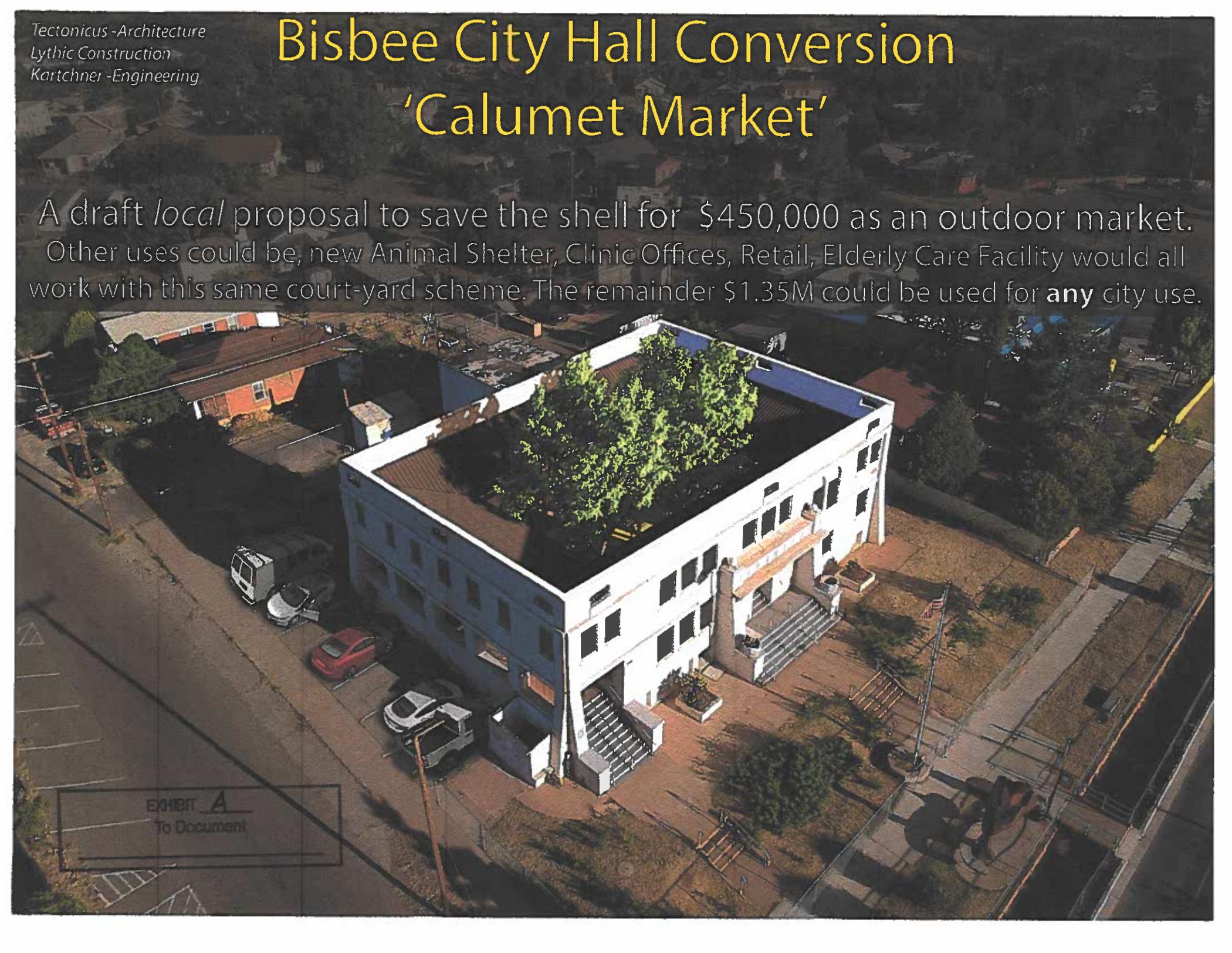
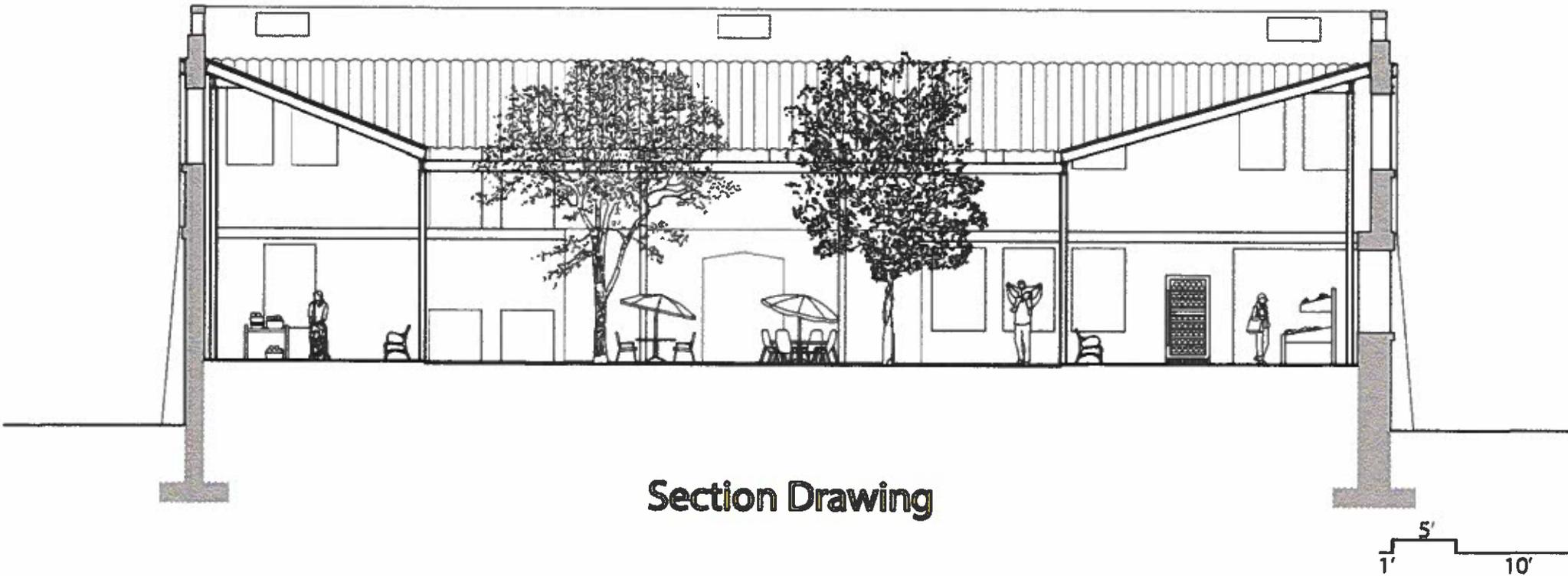


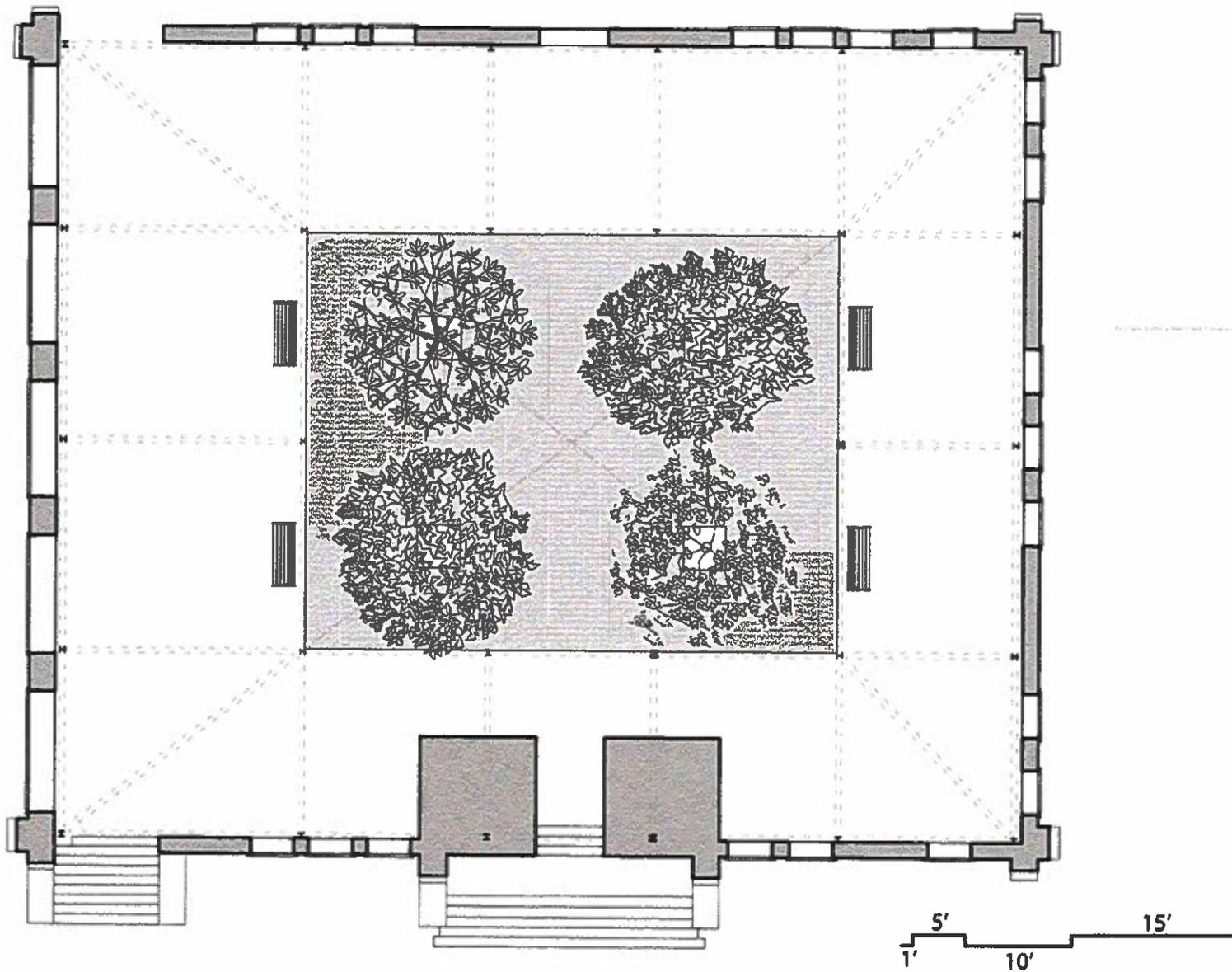
EXHIBIT A  
To Document





Section Drawing

The new spaces made around the courtyard could remain open as shown here, or enclosed and used for any function. The area of this proposal is around 3,000 square feet.



**Plan Drawing**

**The new spaces made around the courtyard could remain open as shown here, or enclosed and used for any function. The area of this proposal is around 3,000 square feet.**



**REQUEST FOR MAYOR & COUNCIL ACTION**  
**Session of: July 07, 2020**

Regular     Special

**DATE ACTION SUBMITTED:** June 29, 2020

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**  
**RESOLUTION**     **ORDINANCE**     **FORMAL ACTION**     **OTHER**

**SUBJECT: APPROVAL OF A LIQUOR LICENSE APPLICATION FOR ELECTRIC BREWING LOCATED AT 1326 W HWY AZ-92 #8, BISBEE ARIZONA; JOSEPH CHARLES FREDRICKSON, APPLICANT**

**FROM:**            **Ashlee Coronado, City Clerk**

**RECOMMENDATION:**            **Approve the Liquor License Application**

**PROPOSED MOTION:**            **I move to approve the Liquor License Application for Electric Brewing located at 1326 W Hwy AZ-92 #8, Bisbee Arizona,**

**DISCUSSION:**

**Mr. Joseph Charles Fredrickson has submitted a Liquor License Application for Electric Brewing which is located at 1326 W Hwy AZ-92 #8, Bisbee Arizona. The application was posted in accordance with state and local laws.**

**There has been no written communication from the members of the public that either support or oppose this application**

**FISCAL IMPACT:**            **N/A**

**DEPARTMENT LINE ITEM ACCOUNT:**            **N/A**

**BALANCE IN LINE ITEM IF APPROVED:**            **N/A**

**Prepared by:**   
**Ashlee Coronado, City Clerk**

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



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

**Local Governing Body Recommendation  
 A.R.S. § 4-201(C)**

1. City or Town of: \_\_\_\_\_ Liquor License Application #: \_\_\_\_\_  
(Circle one) (Arizona application #)

2. County of: \_\_\_\_\_ City/Town/County #: \_\_\_\_\_

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),  
 \_\_\_\_\_  
(Name of entertainment district) (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The \_\_\_\_\_ at a \_\_\_\_\_ meeting held on the \_\_\_\_\_ of \_\_\_\_\_  
(Governing body) (Regular or special) (Day)  
 \_\_\_\_\_ considered the application of \_\_\_\_\_  
(Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application \_\_\_\_\_  
(Arizona liquor license application #)

for the license series #: type \_\_\_\_\_ as provided by A.R.S §4-201.  
(i.e.: series #10: beer & wine store)

**ORDER OF APPROVAL/DISAPPROVAL**

IT IS THEREFORE ORDERED that the license APPLICATION OF \_\_\_\_\_  
(Name of applicant)  
 to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended  
 for \_\_\_\_\_  
(Approval, disapproval, or no recommendation)

**TRANSMISSION OF ORDER TO STATE**

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department  
 of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at \_\_\_\_\_ on \_\_\_\_\_  
(Location) (Day) (Month) (Year)

\_\_\_\_\_  
(Printed name of city, town or county clerk)      \_\_\_\_\_  
(Signature of city, town or county clerk)



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

**AFFIDAVIT OF POSTING**

Date of Posting: June 03, 2020 Date of Posting Removal: 6-30-2020

Applicant's Name: Fredrickson Joseph Charles  
Last First Middle

Business Address: 1326 W Hwy AZ-92 #8 Bisbee AZ 85603  
Street City Zip

License #: 109746

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

T. COX 7071 Police Officer (520) 432-2261  
Print Name of City/County Official Title Phone Number

T. Cox 7071 June 03, 20  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 05/11/2020 @ 04:39:48 PM

Local Governing Body Report

**LICENSE**

Number:		Type:	003 IN STATE MICROBREWERY
Name:	ELECTRIC BREWING		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1326 W HWY AZ- 92 #8 BISBEE, AZ 85603 USA		
Mailing Address:	PO BOX 669 BISBEE, AZ 85603 USA		
Phone:	(928)600-7941		
Alt. Phone:	(916)250-7950		
Email:	JFREDBREW@GMAIL.COM		

**AGENT**

Name:	JOSEPH CHARLES FREDRICKSON
Gender:	Male
Correspondence Address:	PO BOX 669 BISBEE, AZ 85603 USA
Phone:	(916)250-7950
Alt. Phone:	
Email:	JFREDBREW@GMAIL.COM

**OWNER**

Name:	ELECTRIC BREWING LC	
Contact Name:	JOSEPH CHARLES FREDRICKSON	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	L08047008	State of Incorporation: AZ
Incorporation Date:	04/10/1997	
Correspondence Address:	PO BOX 669 BISBEE, AZ 85603 USA	
Phone:	(916)250-7950	
Alt. Phone:		
Email:	JFREDBREW@GMAIL.COM	

**Officers / Stockholders**

Name:	Title:	% Interest:
NATALIE CROCKETT FREDRICKSON	MEMBER	40.00
JOSEPH CHARLES FREDRICKSON	MEMBER	40.00
WINSTON CROCKETT FREDRICKSON	MEMBER	20.00

**ELECTRIC BREWING LC - MEMBER**

Name: JOSEPH CHARLES FREDRICKSON  
Gender: Male  
Correspondence Address: PO BOX 669  
BISBEE, AZ 85603  
USA  
Phone: (916)250-7950  
Alt. Phone:  
Email: JFREDBREW@GMAIL.COM

**ELECTRIC BREWING LC - MEMBER**

Name: NATALIE CROCKETT FREDRICKSON  
Gender: Female  
Correspondence Address: PO BOX 669  
BISBEE, AZ 85603  
USA  
Phone: (928)600-7941  
Alt. Phone:  
Email: BLUECOFFEEMUG@PROTONMAIL.COM

**ELECTRIC BREWING LC - MEMBER**

Name: WINSTON CROCKETT FREDRICKSON  
Gender: Male  
Correspondence Address: PO BOX 669  
BISBEE, AZ 85603  
USA  
Phone: (520)366-1642  
Alt. Phone:  
Email: WCF9@NAU.EDU

## APPLICATION INFORMATION

Application Number: 109746  
Application Type: New Application  
Created Date: 05/11/2020

Abby

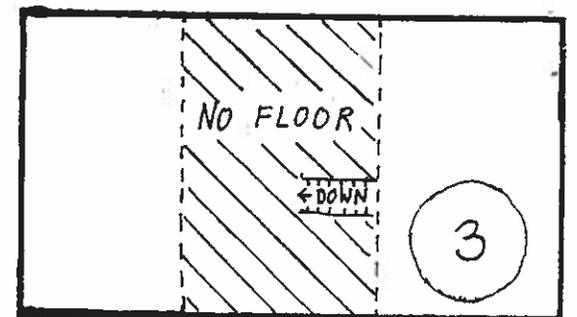
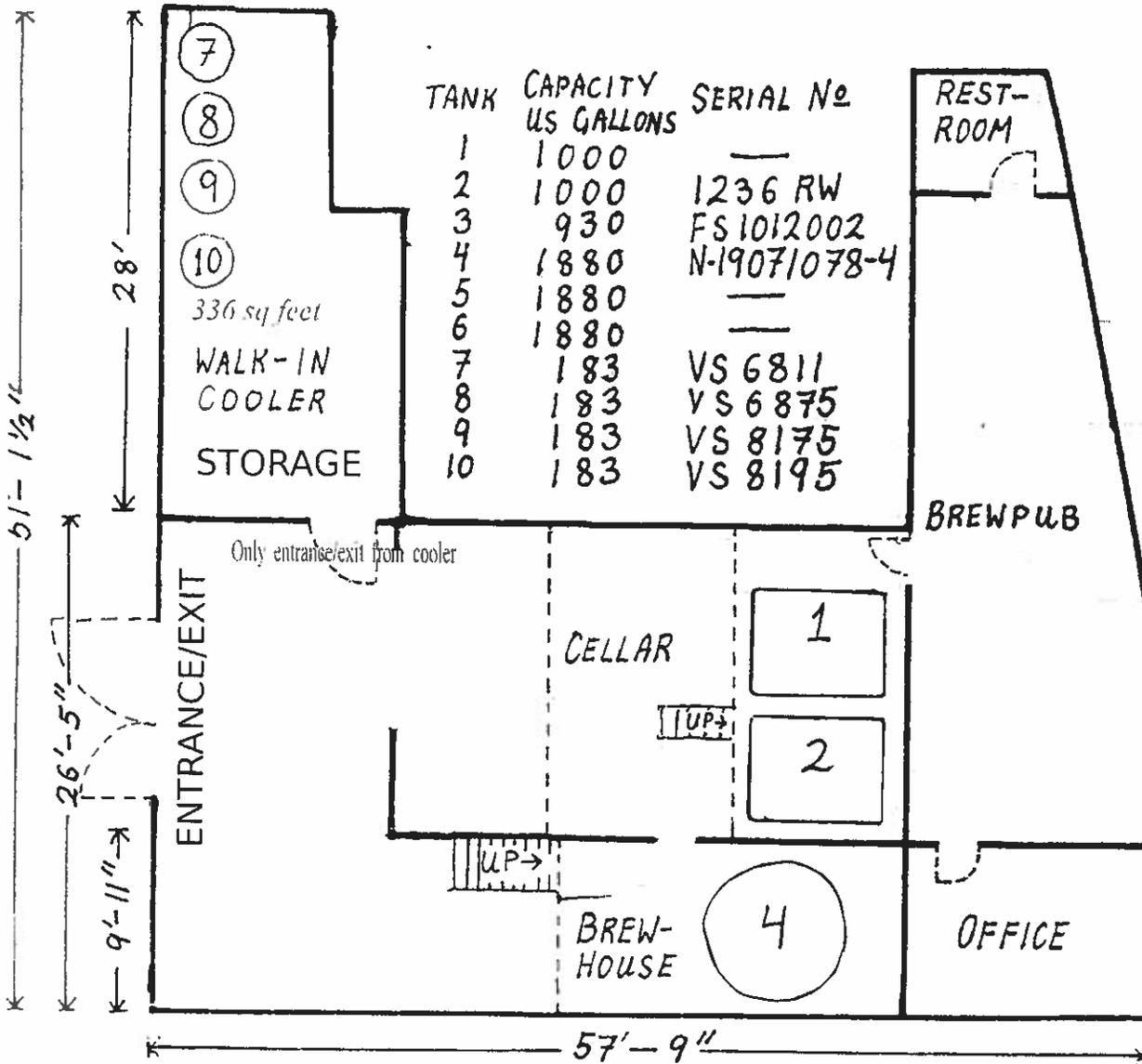
## QUESTIONS & ANSWERS

### 003 In State Microbrewery

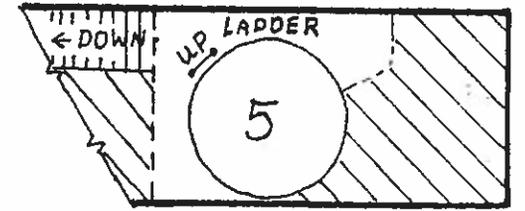
- 1) Are you applying for an Interim Permit (INP)?  
No
- 2) Are you one of the following? Please indicate below.  
Property Tennant  
Sub-tenant  
Property Owner  
Property Purchaser  
Property Management Company  
PROPERTY OWNER
- 3) Is there a penalty if lease is not fulfilled?  
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 5) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
\$93936  
  
WESTERN BANK PO BOX 490 LORDSBURG, NM 88045
- 6) Is there a drive through window on the premises?  
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
NONE
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
Yes  
If yes, what is your estimated completion date?  
06/01/2020

\*20 MAY 11 Lic. Lic. PM 4 47

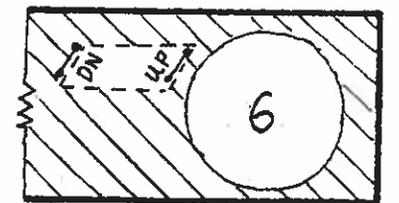
APPROXIMATE FLOOR AREA: 2100 SQUARE FEET



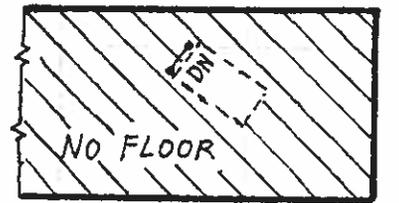
CELLAR LEVEL 1



BREWHOUSE LEVEL 1



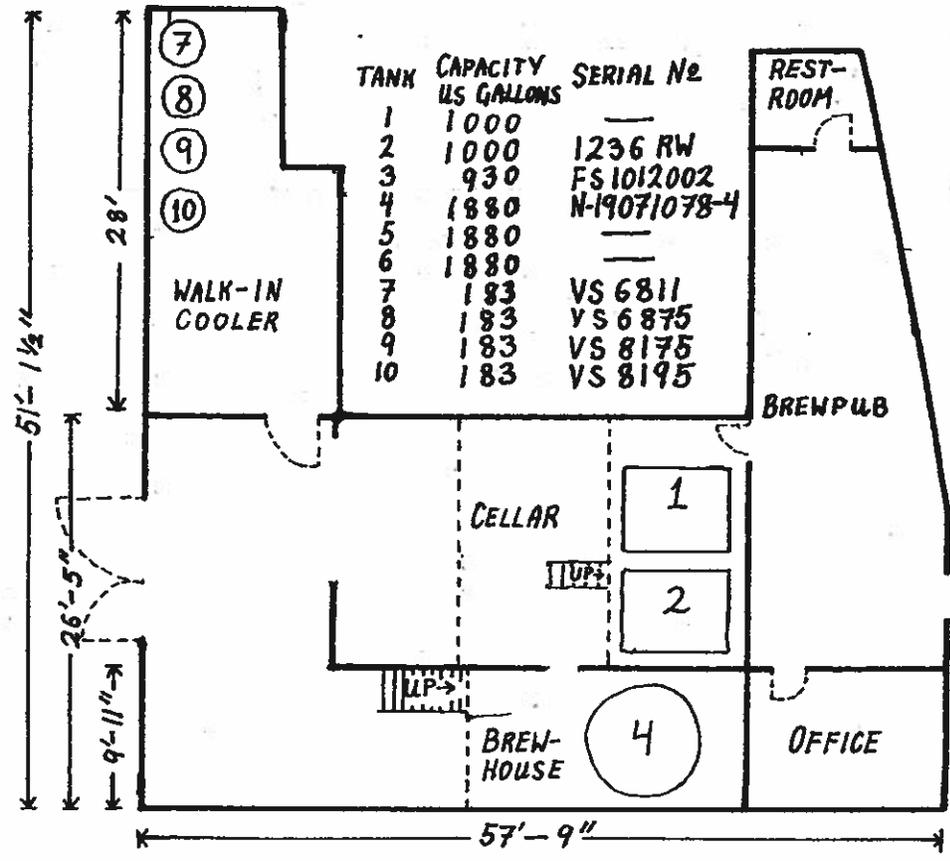
BREWHOUSE LEVEL 2



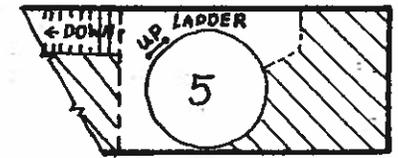
BREWHOUSE LEVEL 3

← 19' →

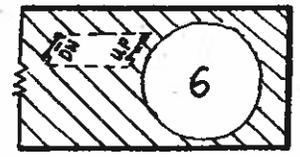
ELECTRIC BREWERY & SODA WORKS	
1326 W HWY 92 STE 8	
BISBEE AZ 85603 USA	
DRAWN BY: WCF	DATE: 1/21/2020
SCALE: 1:120	0 2 4 6 8 10 FEET



CELLAR LEVEL 1



BREWHOUSE LEVEL 1



BREWHOUSE LEVEL 2



BREWHOUSE LEVEL 3

19'

**ELECTRIC BREWERY & SODA WORKS**  
 1326 W HWY 92 STE 8  
 BISBEE AZ 85603 USA

DRAWN BY: WCF    DATE: 1/21/2020

SCALE: 1:120    0 2 4 6 8 10 FEET

# NOTICE

## APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: June 03, 2020

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

City of Bisbee Mayor and Council

City of Bisbee council chambers

PLACE 9156. Toyreaville Rd Bisbee, AZ 85603 DATE/TIME July 07, 2020 / 7:00PM

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-6000

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE

RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT

THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

**STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: City of Bisbee STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.



**REQUEST FOR MAYOR & COUNCIL ACTION**

**Session of: July 7, 2020**

Regular     Special

**DATE ACTION SUBMITTED:** 6/25/2020

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**  
**RESOLUTION**                       **ORDINANCE**                       **FORMAL ACTION**                       **OTHER**

**SUBJECT:**    Discussion and possible approval to a memorandum of agreement with NOTAM Manager System Between Aeronautical Services (AJM-336) of the Federal Aviation Administration (FAA) and the Bisbee Municipal Airport (P04)

**FROM:**            Jesus Haro, Public Works Director

**RECOMMENDATION:**            Approve the service agreement of the NOTAM Manager System

**PROPOSED MOTION:**            I move to approve the memorandum of agreement between the Aeronautical Services (AJM-336) of the Federal Aviation Administration (FAA) and the Bisbee Municipal Airport (P04)

**DISCUSSION:** The purpose of this Agreement between the FAA and Airport is to improve the quality and timeliness of important flight information by deploying a new direct-entry digital Notice to Airmen (NOTAM) system for airport operators called the NOTAM Manager System.

Airport direct-entry NOTAMs will be limited to the following airport surface area NOTAMs (the "D" NOTAMs) including the keywords: aerodrome/service, runway, taxiway, apron/ramp and obstruction, unless specifically expanded by a modification of this agreement

**FISCAL IMPACT:**            N/A

**DEPARTMENT LINE ITEM ACCOUNT:**            N/A

**BALANCE IN LINE ITEM IF APPROVED:**            N/A

**Prepared by:** 

**Reviewed by:** 

**MEMORANDUM OF AGREEMENT on NOTAM Manager System BETWEEN**

**Aeronautical Services (AJM-336) of the  
Federal Aviation Administration (FAA)**

**AND**

**Bisbee Municipal Airport (P04)**

**ARTICLE 1. PARTIES**

The parties to this Agreement are the Aeronautical Services group of the Federal Aviation Administration (FAA) and the Bisbee Municipal Airport, referred to as Airport hereafter.

**ARTICLE 2. SCOPE**

**a. Purpose:**

The purpose of this Agreement between the FAA and Airport is to improve the quality and timeliness of important flight information by deploying a new direct-entry digital Notice to Airmen (NOTAM) system for airport operators called the NOTAM Manager System.

**b. Specific goals and objectives to be accomplished:**

Airport direct-entry NOTAMs will be limited to the following airport surface area NOTAMs (the "D" NOTAMs) including the keywords: aerodrome/service, runway, taxiway, apron/ramp and obstruction, unless specifically expanded by a modification of this agreement.

The objectives of this project include:

- 1) The FAA will provide a web-based service, NOTAM Manager System, which allows the airport operator to submit airport surface area NOTAMs directly into the Federal NOTAM System (FNS) rather than going through Flight Service;
- 2) The airport operator will provide the FAA with feedback on the suitability of the NOTAM Manager System and suggestions on how to improve the system including input to the FAA's human factors consultants.
- 3) If applicable, the FAA will deactivate all ENII accounts 60 days after the activation of NOTAM Manager System at the Airport.

**c. Management of the project:**

The management of this project will be done by the FAA's Aeronautical Services Team (AJM-336)

**d. Roles and responsibilities:**

Parties are bound by a duty of good faith and best effort in achieving the goals and objectives in Article 2 of this Agreement.

Airport will use its best efforts to protect password information to permit use of the FAA's NOTAM Manager System, and Airport will provide password information only on a need-to-know basis.

The FAA will use its best efforts to ensure the NOTAM Manager System operates at optimal performance level as designed.

**e. Contributions of the Parties:**

The FAA will provide:

- 1) a password function to the NOTAM Manager System which allows access to it by the airport operators;
- 2) the initial training of its personnel on how to use the system and a user manual;
- 3) a NOTAM subject matter expert (SME) during the initial phase of deployment to assist the airport personnel (direct-assist) with the new Airport NOTAM Manager System;
- 4) a point of contact person, (Customer Support Group), to respond to any questions which arise after deployment;
- 5) telephonic technical support to assist Airport during the term of this agreement; and
- 6) a completed Safety Risk Management Document on the NOTAM Manager System.

Airport will provide:

- 1) the personnel and web-accessible computers, Internet access, and any related and required equipment to allow operation of the NOTAM Manager System;
- 2) feedback on how the system is operating and how it might be improved;
- 3) the continuing ability to return to the existing legacy NOTAM system if the NOTAM Manager System is not operating as required to maintain the safety of the airport.

4) at least one airport training POC to receive a formal live or virtual training session prior to activation, provided by a designated FAA representative, on the NOTAM Manager System.

### **ARTICLE 3. EFFECTIVE DATE**

The effective date of this Agreement is from the date of deployment of NOTAM Manager at the airport.

### **ARTICLE 4. REPORTING REQUIREMENTS**

Airport shall report any suggestions on improvement of the NOTAM Manager System to the FAA through their Point of Contact and assist the FAA's human factors personnel with their research on improvements to the NOTAM Manager System.

### **ARTICLE 5. INTELLECTUAL PROPERTY**

#### **a. Rights in Data**

The Government retains Government Purpose Rights in all data developed under this agreement. Airport agrees not to reverse-engineer any of the software, forms, or databases, including those accessible through the password-protected system described above, but shall use its access only for the purposes set out herein.

"Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, computer software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information.

"Government Purpose Rights" means the rights to –

(1) Use, modify, reproduce, release, perform, display, or disclose data within the government without restriction; and,

(2) Release or disclose technical data outside the government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.

"Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive acquisition by or on behalf of the government, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

### **ARTICLE 6. LEGAL AUTHORITY**

This Agreement is entered into under the authority of 49 U.S.C. 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

## **ARTICLE 7. POINTS OF CONTACT**

### FAA Program Office

Kevin T. Le, Manager, Aeronautical Services, AJM-336

### Airport Party

Matthew Gurney, Airport Property Manager, Bisbee Municipal Airport

## **ARTICLE 8. FUNDING AND PAYMENT**

There will be no exchange of moneys since each party shall bear their own costs to implement this project and meet the goals and objectives of it as outlined above.

## **ARTICLE 9. APPROVAL OF SUBCONTRACTORS**

There shall be no airport subcontractors involved on this project.

## **ARTICLE 10. CHANGES, MODIFICATIONS**

Changes and/or modifications to this Agreement shall be in writing and signed by Manager, Aeronautical Services and Airport Management. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

## **ARTICLE 11. TERMINATION**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time, with or without cause, and without incurring any liability or obligation to the terminated party (other than the performance of obligations accrued on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations.

Either party may terminate this agreement immediately if either party determines that the safety of the airport is affected and return immediately to the existing NOTAM entry process currently in use prior to the initial deployment of the NOTAM Manager System.

## **ARTICLE 12. CONSTRUCTION OF THE AGREEMENT**

This Agreement is an "other transaction" issued under 49 U.S.C 106 (l) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

**ARTICLE 13. DISPUTES**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by Aeronautical Services management of the FAA.

**ARTICLE 14. WARRANTIES**

The FAA makes no express or implied warranties as to any matter arising under this agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

**ARTICLE 15. LIABILITY**

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by airport, its employees, or contractors, or any third party acting on its behalf. Each party agrees to be responsible for injury, death or property damage arising out of or in connection with its own acts or omissions under this Agreement, however, neither party waives its rights to sovereign immunity.

**ARTICLE 16. PROTECTION OF INFORMATION**

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**AGREED:**

**Federal Aviation Administration**

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

Kevin T. Le, Manager, Aeronautical Services, AJM-336

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

**David M. Smith, Mayor**



**REQUEST FOR MAYOR & COUNCIL ACTION**

**Session of: July 7, 2020**

Regular    Special

<b>DATE ACTION SUBMITTED:</b> <u>6/25/2020</u>	
<b>REGULAR</b> <input checked="" type="checkbox"/>	<b>CONSENT</b> <input type="checkbox"/>
<b>TYPE OF ACTION:</b>	
<b>RESOLUTION</b> <input type="checkbox"/>	<b>ORDINANCE</b> <input type="checkbox"/>
<b>FORMAL ACTION</b> <input checked="" type="checkbox"/>	<b>OTHER</b> <input type="checkbox"/>
<b>SUBJECT:</b> Discussion and possible approval to enter into an agreement with Lytx for a Drivecam Program Trial Agreement.	

**FROM:** Jesus Haro, Public Works Director

**RECOMMENDATION:** Approve an agreement with Lytx for a Drivecam Program Trial Agreement..

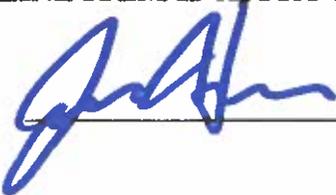
**PROPOSED MOTION:** I move to approve agreement with Lytx for a Drivecam Program Trial Agreement..

**DISCUSSION:** The proposed trial Drivecam Program will consist of Lytx providing six Event Recorders, installation of the recorders into six City of Bisbee vehicles, setup and training services. The Drivecam Program will allow for recording and real-time viewing of vehicles' driving view as well as the vehicles cab. Lytx proposed to provide the trial program free of charge for three months. At the completion of the trial program, the City of Bisbee is to remove and return the Event Recorders if the paid service is not continued.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

**Prepared by:** 

**Reviewed by:** 

## DRIVECAM® PROGRAM TRIAL AGREEMENT

This Trial Agreement ("Agreement") is entered into this 17th day of , (the "Effective Date") by and between Lytx, Inc., a Delaware corporation, with its principal place of business at 9785 Towne Centre Drive, San Diego, California 92121 ("Lytx") and City of Bisbee, a \_\_\_\_\_ corporation with its principal place of business at 915 S. Tovreaville Road, Bisbee 85603, and its affiliates ("Client").

### RECITALS

**WHEREAS**, Lytx develops, markets, sells and provides driving performance management products and related services focused on improving driver safety and reducing operating costs for commercial fleets;

**WHEREAS**, Client desires to receive such products and services on a trial basis at the trial locations specified herein;

**NOW, THEREFORE**, the parties agree as follows:

#### 1. CERTAIN DEFINITIONS

**"Affiliate"** means, with respect to any Person, any other Person that is in control of, controlled by or under common control with such first Person.

**"Documentation"** means the written Software and Hardware related specifications Lytx provides to Client hereunder, which shall include terms of use posted on [www.lytx.com](http://www.lytx.com) or other applicable Lytx websites.

**"Fees"** means the prices set forth in the Order that are charged to Client by Lytx for the Products and Services. Extra charges shall apply for real-time cellular downloads. Manually triggered events shall be provided at no charge during the Trial Period only.

**"Hardware"** means Lytx's VERs and associated hardware provided to Client hereunder.

**"Managed Services"** means the analysis and reporting by Lytx of driving events captured by the Products installed in Client's vehicles.

**"Person"** means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or agency or instrumentality thereof.

**"Products"** means the Software and Hardware together.

**"Order"** means the written document signed by an authorized representative of Client and accepted by Lytx identifying the Products and Services to be ordered by Client for use during the Trial Period, the quantity for each Product, the Fees, the delivery location, and the Client's billing address.

**"Services"** means the Managed Services, implementation services and any additional support and maintenance services provided hereunder.

**"Software"** means any software (in machine executable object code format only, if applicable) provided to Client under this Agreement, including, without limitation, the operating software embedded in the Hardware and access to the DriveCam Online® web-based portal (or a successor portal, including any software made available by Lytx for use by Client on a website hosted by or on behalf of Lytx).

**"VER"** Lytx video event recorder of the make and model specified in the applicable Order and may be comprised of more than one component.

#### 2. PRODUCTS

All Products are provided only for the Trial Period (as defined below). Title to the Products shall remain at all times with Lytx. Client shall not encumber or otherwise permit any claims or liens to be levied against the Products. Client shall not take or permit any action inconsistent with

Lytx's ownership or allow any third party to modify, service or repair the Products. Client shall use and maintain the Products with ordinary care and only in accordance with the Documentation and any other instructions that may be provided Lytx. Unless installation services are purchased by Client, Client shall be responsible for installation. If installation services are not purchased by Client hereunder, Client assumes any and all liability resulting from such installation of Products. Lytx expressly disclaims any and all responsibility for any damages arising out of improper installation and maintenance of any VERs not installed by, or on behalf of, Lytx. Client shall defend, indemnify and hold Lytx and its officers, directors, agents, subcontractors and employees harmless from all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from installation of the Products by a party other than Lytx or its representatives. Client shall not remove or alter any proprietary notice of any kind from the Products. Upon the expiration or termination of this Agreement, Client shall (within ten (10) days from such expiration or termination) return the Products to Lytx in good condition or enter into a purchase agreement with Lytx for the Products and/or Services. If Client has not completed such return or purchase within such ten (10) day period, then Client agrees that the Trial Period shall auto-renew on a month-to-month basis and Client shall pay Lytx \$80 per month per trial VER commencing upon expiration or termination of the initial Trial Period and continuing until such trial Products are returned or purchased by Client.

#### 3. SERVICES

To the extent ordered by Client under the Order, Lytx will use reasonable efforts to provide the Services. With respect to Managed Services, such services will be initiated on the first day of the month after the mutually agreed trial "Go Live" date and shall end upon expiration or termination of the Trial Period.

#### 4. SOFTWARE; RESTRICTIONS

4.1 Subject to the terms of this Agreement, during the Trial Period, Lytx grants Client a nonexclusive, nontransferable license to access and use the Software and Managed Services for Client's internal fleet management purposes only, without the right to sublicense such rights, provided Client unconditionally agrees to access and use the Software and Managed Services strictly in accordance with the Documentation and this Agreement ("License"). Under the License, Client may print out, or otherwise make, printed copies ("Copies") of the reports, numeric results and other information and materials generated from Client's access and use of the Software and Managed Services for internal fleet management purposes only. Any updates, modifications, enhancements or new versions of the Software or Managed Services provided or made available

to Client by Lytx, in accordance with this Agreement, shall be considered Software and Managed Services subject to this Agreement.

4.2 Except as otherwise expressly provided in this Agreement, Client agrees to: (a) only use the Software and Managed Services in the manner, and for the purposes, expressly specified in this Agreement; (b) not decompile, disassemble analyze or otherwise examine the Software and Managed Services for the purpose of reverse engineering, or facilitate or permit a third party to do so (except to the extent this restriction is expressly prohibited by applicable law); (c) not delete or in any manner alter any notice, disclaimers or other legends contained in the Software and Managed Services or appearing on any screens, documents, reports, numeric results or other materials obtained by Client through use of the Software and Managed Services ("Notices"); (d) reproduce and display all Notices on Copies Client makes, in accordance with this Agreement; (e) not attempt to access any systems, programs or data of Lytx that are not licensed under this Agreement; (f) not copy, reproduce, republish, upload, post, transmit or distribute the Software or Managed Services, or any portion thereof, or facilitate or permit a third party to do so; and (g) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Managed Services.

## 5. PAYMENT OF FEES

Client shall initiate its order under this Agreement by submitting the Order to Lytx, which is subject to Lytx's written acceptance; the Order is a binding and non-cancellable commitment. Subject to Client establishing and maintaining a credit status satisfactory to Lytx, all Fees will be due and payable in U.S. dollars, within thirty (30) days after the date indicated on Lytx's invoice(s). Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Client shall be responsible for all taxes and duties associated with the Products and Services other than U.S. taxes based on Lytx's net income. Client shall be responsible for all costs and expenses incurred by Lytx in connection with any collection actions in which Lytx is the prevailing party.

## 6. CONFIDENTIALITY; CLIENT DATA

6.1 During the term of this Agreement, each party (a "Disclosing Party") may provide the other party (a "Receiving Party") with confidential and/or proprietary materials and information ("Confidential Information"). All materials and information provided by Disclosing Party to Receiving Party shall be considered Confidential Information. The terms and pricing under this Agreement shall be deemed Lytx's Confidential Information. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (i) Lytx's only obligations with respect to destruction of video clips generated by VERs shall be to comply with its standard video clip retention policy and (ii) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as

protective of the Disclosing Party's Confidential Information as this Agreement. In the event that Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information of Disclosing Party, Receiving Party shall provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, Receiving Party agrees to furnish only that portion of the Confidential Information for which Disclosing Party has waived compliance or for which Receiving Party is advised by written opinion of counsel, reasonably satisfactory to Disclosing Party, is required by law, rule, regulation or court order.

6.2 The obligations contained in this Section 6 shall not apply to information that: (a) is or becomes generally known to the public through no act or omission of the other party; (b) was in the Receiving Party's lawful possession prior to the disclosure and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the other party by a third-party without restriction on disclosure; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.3 As between Lytx and Client, Client shall own the information, data and content captured by the Products in Client's possession, provided that, such Products are used in accordance with the terms and conditions of this Agreement ("Data"); the Data will be Client's Confidential Information; provided that, Lytx shall have the right to use such Data (i) in connection with its performance hereunder and (ii) to improve Lytx's products and services. Lytx shall have the right (which shall survive termination and expiration of this Agreement) to use and disclose the non-video and non-audio meta-data components of the Data for any purposes; provided that, Lytx does not indicate to any third party that such components were provided by, obtained from, or associated with, the Client or Client's drivers. Such usage rights shall continue and survive destruction of any video clips to which such non-video and non-audio meta-data components relate.

## 7. TERM; TERMINATION

This Agreement shall commence on the Effective Date and continue until the end of the trial subscription term specified in the Order, unless earlier terminated as provided below ("Trial Period"), or renewed as provided in Section 2 above. Either party may terminate this Agreement without cause, upon 10 days prior written notice and immediately if the other party breaches any material term or condition of this Agreement and fails to correct such breach within such thirty (30) days. Any terms and conditions of this Agreement that by their nature should survive termination shall survive (including, without limitation, any accrued rights of Lytx to payments).

## 8. LIMITATION OF LIABILITY

EXCEPT FOR BODILY INJURY, IN NO EVENT WILL LYTX OR ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, OR DISTRIBUTORS, BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE

THEORY FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY CLIENT TO LYTX FOR THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT. LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, AND DISTRIBUTORS SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND THEIR REASONABLE CONTROL.

#### **9. WARRANTY DISCLAIMER**

ALL SERVICES ARE PROVIDED "AS IS." LYTX'S STANDARD PRODUCT WARRANTY SHALL APPLY DURING THE TRIAL PERIOD. CLIENT ACKNOWLEDGES AND AGREES THAT THE VER AND ASSOCIATED SERVICES ARE A DRIVER AID ONLY. THEY ARE NOT A SUBSTITUTE FOR A SAFE, CONSCIENTIOUS DRIVER. THEY CANNOT COMPENSATE FOR A DRIVER THAT IS DISTRACTED, INATTENTIVE OR IMPAIRED BY FATIGUE, DRUGS OR ALCOHOL. WHETHER THE VER IS IN USE OR NOT, THE DRIVER IS RESPONSIBLE TO AVOID A COLLISION. CLIENT'S DRIVERS SHOULD NEVER WAIT FOR THE VER TO PROVIDE A WARNING BEFORE TAKING MEASURES TO AVOID AN ACCIDENT. FAILURE TO DO SO CAN RESULT IN SERIOUS PERSONAL INJURY OR DEATH OR SEVERE PROPERTY DAMAGE, AND LYTX DISCLAIMS ANY AND ALL LIABILITY RELATING TO ANY SUCH ACTIONS. CLIENT SHALL DEFEND, INDEMNIFY AND HOLD LYTX AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES HARMLESS FROM ALL DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RELATING TO THE ACTION OR INACTION OF CLIENT'S DRIVERS.

#### **10. COMPLIANCE WITH LAWS**

Each party shall comply with all applicable laws and regulations, including, without limitation: the U.S. Foreign Corrupt Practices Act, all laws relating to data privacy, international communications, the transmission of technical or personal data and Hardware installation and all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority. Client shall not export, or allow the export or re-export of any Product in violation of any such restrictions, laws or regulations. Client shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of all Products to any location and shall demonstrate to Lytx compliance with all applicable laws and regulations prior to delivery thereof by Lytx.

#### **11. INDEMNIFICATION**

Client shall indemnify and hold Lytx harmless from and against all damages, liabilities, costs and expenses (including, without limitation, attorneys' fees) arising from or related to Client's breach of Sections 4, 6, or 10.

#### **12. TRADENAMES AND TRADEMARKS**

This Agreement does not grant to any party a license to use any trademark, trade name or logo of the other party, and each party recognizes that the trademarks, trade names and logos of the other party represent valuable assets of that party and that substantial recognition and goodwill are associated with such trademarks, trade names and logos. Each party hereby agrees that it shall not use or permit any third party to use, at any time, the other party's trademarks, trade names or logos.

#### **13. GENERAL**

Lytx is an independent contractor under this Agreement. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties. Except as otherwise set forth herein, all notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, when sent by confirmed fax, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice. Neither this Agreement nor any rights or obligations arising hereunder may be assigned, transferred or sublicensed by any party, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void; provided, however, the parties hereby agree that notwithstanding the foregoing, (i) Lytx may assign this Agreement as part of a sale of all or substantially all of its assets or stock or a merger with or into another corporation, and (ii) either party may assign this Agreement to an Affiliate. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not be enforceable by or inure to the benefit of any third party.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement expressly supersedes all prior proposals, agreements, negotiations, discussions, understandings or conditions (whether oral or written) between or among the parties regarding the same, including all descriptions and illustrations of the Products in catalogues, brochures, and price lists provided by Lytx, t and all past dealing or industry custom. No changes, modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any action or proceeding arising from or relating to this Agreement must be brought in a state or federal court in the State of California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

**THE PARTIES HEREBY AGREE TO THE FOREGOING TERMS AND CONDITIONS:**

**LYTX, INC.**

**City of Bisbee**

\_\_\_\_\_  
**Authorized Signature**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

**Name:** David M. Smith

**Title:** \_\_\_\_\_



# QUOTE

Lytx, Inc.  
 9785 Towne Centre Drive  
 San Diego, CA 92121  
 Tel: 858.430.4000  
 Fax: 858.380.3133  
 orders@lytx.com

Quote #..... Q-05508  
 Date..... June 17, 2020  
 Valid Until..... July 31, 2020  
 Account Executive..... Barbara Egan  
 Preparer..... Melina Rios  
 Phone..... 858-380-3559

## Client Name: City of Bisbee

<b>Bill To</b> Matthew Gurney 915 S. Tovreaville Road Bisbee, 85603	<b>Ship To</b> Matthew Gurney 915 S. Tovreaville Road Bisbee, 85603	<b>Contact</b> Jesus Haro (520) 432-6004 jharo@bisbeeaz.gov
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### TRIAL SERVICES

Item	Qty	Trial Start Date	Trial Period (Months)	Monthly Price	Extended Trial Monthly Price	Total Trial Period
Driver Safety Program w. Fleet Tracking Service - Trial - Bill Monthly	6	September 1, 2020	3	\$0.00	\$0.00	\$0.00
<b>TOTAL USD</b>						<b>0.00</b>

### TRIAL HARDWARE

One-time Cost

Item	Part#	Qty	Sales Price	Total
Event Recorder, SF300, LTE, NA	ER-SF300-0027T	6	\$0.00	\$0.00
<b>TOTAL USD</b>				<b>0.00</b>

### INSTALLATION, SETUP & TRAINING SERVICES

One-time Cost

Item	Part#	Qty	Sales Price	Total
Complex Installation of Extended Harness	SRV-INS-0020	6	\$0.00	\$0.00
SF-Series - Standard Installation	SRV-INS-0052	6	\$0.00	\$0.00
SF-Series - Device Power Cable	PER-CAT-0500-NI	6	\$0.00	\$0.00
Cable - Extended Wiring Harness, 20ft	PER-CAT-0020-NI	6	\$0.00	\$0.00
SF - ECM Vehicle Interface Kit	SF - ECM Vehicle Interface Kit	6	\$0.00	\$0.00
CAN Coupler (J1939)	PER-CAT-0110-NI	6	\$0.00	\$0.00
Peripheral Install - Per Peripheral Sold	SRV-INS-0014	6	\$0.00	\$0.00
<b>TOTAL USD</b>				<b>0.00</b>

## SPECIAL TERMS

### Description

Notwithstanding anything to the contrary herein, following the Trial Period stated above, if Client opts to purchase a subscription to Lytx services, Client will pay Lytx for the installation services provided herein, at a cost of \$239.17 per installed video event recorder, plus any applicable taxes.

All sales as a result of this quotation are subject to the additional terms in Addendum A attached hereto and in the Master Purchase Agreement, Trial Agreement or other services agreement, as applicable, between Lytx and Client (the "Agreement").

By signing below, Client's authorized representative agrees to purchase the Products and Services described in this Quote, which becomes a binding part of the above-referenced Agreement upon acceptance by Lytx: By signing below, Client's authorized representative agrees to purchase the Products and Services described in this Quote, which becomes a binding part of the above-referenced Agreement upon acceptance by Lytx:

David M. Smith

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PO# (Optional)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PO Amount (Optional)

**Credit Card Information (Optional)** We will call the name and number below for card information. All payments are processed upon shipment.

\_\_\_\_\_  
CONTACT NAME

\_\_\_\_\_  
CONTACT PHONE

\_\_\_\_\_  
CONTACT EMAIL

**ADDENDUM A  
ADDITIONAL QUOTE TERMS**

**Definitions:** Unless otherwise defined herein, capitalized terms used in this Quote have the same meaning as set forth in the Agreement. Event Recorder has the same meaning as VER. Each of Lytx Video Platform, Risk Detection Service, Driver Safety Program and Fleet Tracking Service subscriptions are considered Managed Services under the Agreement.

**Trials:** Trial Period commences on the specified Trial Start Date. Trial Program includes use of trial Services and Hardware, if applicable, only for the duration of the Trial Period at the specified Prices. By the end of the Trial Period, Client must either purchase the trial Services/Hardware or request termination of trial Services from Lytx. If Client does neither, the Trial Period shall be automatically extended on a month-to-month basis at the Extended Trial Monthly Price per subscription until Client terminates the trial. All trial Hardware must be returned to Lytx within thirty (30) days of trial or extended trial termination in good condition, reasonable wear and tear excepted, or otherwise purchased by Client. List price shall apply to any unreturned trial Hardware. Either party may terminate a trial at any time for any reason.

**Prices:** All subscription Monthly Prices are for the specified billing period, and Total amounts are for a single billing period.

**Invoicing:** Hardware, provisioning, implementation, and training charges are invoiced upon shipment. Subscription services are invoiced in advance based on the quantity purchased. Applicable taxes, shipping and handling may apply and shall be paid by Client.

**API:** For any included API, Lytx will provide documentation on how the API works. Client is responsible for API integration and programming.

**Installation Services:** Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Client shall be responsible for ensuring availability of vehicles and Event Recorders (subject to supply by Lytx) and access to installation site on agreed installation date. No refunds shall apply for Lytx's failure to complete an installation due to vehicle or Event Recorder unavailability (unless caused by Lytx) or lack of access to installation site on agreed installation date. Additional fees may apply for return site visits due to such factors.

**Notice:** To the extent not exempt, this contractor and its subcontractors 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. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Submit Form



# COMPANY INFORMATION FORM

Please complete this form in its entirety and then click the Submit button above to email it to Lytx. Alternatively, you may save and email this form as an attachment to [orders@lytx.com](mailto:orders@lytx.com) or fax to (858) 380-3133.

Legal Company Name: \_\_\_\_\_

DBA Name (if different): \_\_\_\_\_

Corporate Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

DUNS #: \_\_\_\_\_ Fed TIN # / UK VAT #: \_\_\_\_\_

Tax Exempt? Yes  No  (if exempt, please attach your tax exemption certificate)

Are Purchase Orders Required? Yes  No

Do you work with Unions? Yes  No  If Yes, which one(s): \_\_\_\_\_

## Primary Billing Address

## Primary Shipping Address same as billing

\_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

(Additional shipping addresses will be verified upon order)

## Primary Purchasing Contact

## Primary Accounts Payable Contact

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

(Please provide district / regional AP contacts on a separate sheet)

## Customs Broker Information (International Only)

## Primary Installation Contact

Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Country: \_\_\_\_\_  
Acct #: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Submit Form

### Certificate Of Completion

Envelope Id: 31046AB3BC7F4C20BA39772956803CC1 Status: Sent  
 Subject: Please DocuSign: Lytx Price Quote - City of Bisbee - 06-17-2020.pdf, Lytx Customer Information ...  
 Source Envelope:  
 Document Pages: 8 Signatures: 0 Envelope Originator:  
 Certificate Pages: 4 Initials: 0 Melina Rios  
 AutoNav: Enabled 8911 Balboa Avenue  
 Envelopeld Stamping: Disabled San Diego, CA 92121  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada) melina.rios@lytx.com  
IP Address: 13.64.30.23

### Record Tracking

Status: Original Holder: Melina Rios Location: DocuSign  
 6/17/2020 1:13:11 PM melina.rios@lytx.com

### Signer Events

	Signature	Timestamp
Jesus Haro jharo@bisbeeaz.gov Security Level: Email, Account Authentication (None)		Sent: 6/17/2020 1:16:47 PM Viewed: 6/17/2020 1:24:06 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/17/2020 1:24:06 PM ID: b86aea63-e49d-4694-a93c-5b0f3590fed2		

Gregory Einhaus  
gregory.einhaus@lytx.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 2/5/2019 8:39:16 AM  
 ID: 09db4b9b-791c-42b8-8ef4-58444fdbad31

### In Person Signer Events

	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	6/17/2020 1:16:48 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>

### Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Lytx Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Lytx Inc:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [orders@lytx.com](mailto:orders@lytx.com)

**To advise Lytx Inc of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [chanon.wahlstrom@lytx.com](mailto:chanon.wahlstrom@lytx.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Lytx Inc**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [orders@lytx.com](mailto:orders@lytx.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Lytx Inc**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [orders@lytx.com](mailto:orders@lytx.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000↖ or WindowsXP↖
Browsers (for SENDERS):	Internet Explorer 6.0↖ or above
Browsers (for SIGNERS):	Internet Explorer 6.0↖, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	ò Allow per session cookies ò Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
----------------------------	--

**\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.**

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Lytx Inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Lytx Inc during the course of my relationship with you.



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: **July 7, 2020**

Regular     Special

<b>DATE ACTION SUBMITTED:</b> <u>6/25/2020</u>	
<b>REGULAR</b> <input checked="" type="checkbox"/>	<b>CONSENT</b> <input type="checkbox"/>
<b>TYPE OF ACTION:</b>	
<b>RESOLUTION</b> <input type="checkbox"/>	<b>ORDINANCE</b> <input type="checkbox"/>
<b>FORMAL ACTION</b> <input checked="" type="checkbox"/>	<b>OTHER</b> <input type="checkbox"/>
<b>SUBJECT:</b> Discussion and possible approval to enter into a contract with KE&G Construction, Inc. to apply an asphalt overlay to Tombstone Canyon.	

**FROM:** Jesus Haro, Public Works Director

**RECOMMENDATION:** Approve a contract with KE&G Construction, Inc. to apply an asphalt overlay to Tombstone Canyon.

**PROPOSED MOTION:** I move to approve a contract with KE&G Construction, Inc. to apply an asphalt overlay to Tombstone Canyon.

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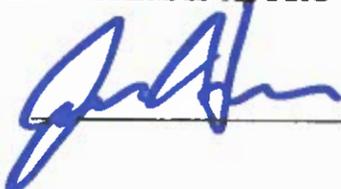
**DISCUSSION:** The proposed project is to apply an asphalt overlay to Tombstone Canyon. It consists of applying a two inches of asphalt over the top of the existing roadway. There will be a need to remove portions of the existing roadway by using a milling process. Roadway markings will be replaced with thermoplastic. The limits of the asphalt overlay consist 1.75 miles of Naco Rd, Main St., and Tombstone Canyon up to ADOT right-of-way at both the north and south interchanges. KE&G Construction, Inc. has competitively bid roadway construction services that are available through a cooperative contract. The proposed cost of the project is \$534,662.64. 20 percent of the cost should be added to the project budget to account for contingency bringing the requested budget for the project to \$641,595.17.

---

**FISCAL IMPACT:** \$641,595.17

**DEPARTMENT LINE ITEM ACCOUNT:** 21-40-46210

**BALANCE IN LINE ITEM IF APPROVED:** \$798,404.83

**Prepared by:** 

**Reviewed by:** 



## **CITY OF BISBEE PUBLIC WORKS DEPARTMENT**

### **Professional Services Agreement Roadway Construction Services**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of July, 2020 by and between CITY OF BISBEE, hereinafter referred to as the "City", and KE&G Construction, Inc, hereinafter referred to as the "Contractor".

#### **I. SCOPE OF SERVICES**

Subject to the terms and conditions set forth in this agreement, Contractor shall provide services as a General Contractor, all material, labor and transportation as 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 **\$534,662.64**.

The City will pay the Contractor following the submission of itemized invoices(s) for the services and material rendered. No payment shall be issued prior to receipt of material or 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: KE&G Construction, Inc  
1601 Paseo San Luis  
Sierra Vista, AZ 85635  
520-458-9594

City: City of Bisbee  
Jesus Haro  
Public Works Director  
915 S. Toreaville Rd.  
PO Box 4601  
Bisbee, AZ 85603  
[jharo@cityofbisbee.com](mailto:jharo@cityofbisbee.com)  
520-432-6002

#### **III. Notice to Proceed**

The Contractor shall not commence any billable work or provide any material or services under this Agreement until Contractor receives written notice from the Public Works Director to proceed

#### **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 Contractor 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. MODIFICATIONS**

This Agreement may only be modified by a written amendment signed by the City and the Contractor.

**VII. 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.

**VIII. 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.

**IX. INSURANCE**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

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

• General Aggregate \$1,000,000

• Each Occurrence \$ 500,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

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

Combined Single Limit (CSL) \$500,000

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Bisbee is named as an additional insured, the City of Bisbee shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Contractor shall provide the City with certificates naming it as an additional insured.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Bisbee. Such

notice shall be sent directly to the Bisbee City Public Works Department, 118 Arizona Street, Bisbee, Arizona 85603.

- D. **ACCEPTABILITY OF INSURANCE:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "AM.

Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Bisbee City Public Works Department, Bisbee, Arizona 85603. **The City project/contract number and project description shall be noted on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

X. **MISCELLANEOUS PROVISIONS**

- A. No assignment of this Agreement or sub-agreement shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Public Works Department. All sub-contractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the sub-contractor were the Contractor referred to herein. The Contractor is responsible for Agreement performance whether or not sub-contractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the City.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the City and shall not be used by the Contractor or any other person except with the prior written permission of the City.



**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ashlee Coronado, City Clerk Date

\_\_\_\_\_  
James Ledbetter, City Attorney Date

## **Exhibit "A" Scope of Services and Fee**

- Apply a two-inch asphalt overlay to approximately 1.75 miles of Tombstone Canyon, Main St. and Naco Rd.
- Provide traffic control as needed.
- Mill approximately 0-2 inches of existing roadway as needed.
- Apply tack to the existing roadway to bond new asphalt to the existing asphalt roadway.
- Adjust City of Bisbee owned manholes and fire suppression water system valves to grade after applying asphalt overlay.
- Re-apply pavement markings with thermoplastic.
- Contractor shall field verify all measurement.

# Bid Proposal



## KE&G Construction, Inc.

1601 Paseo San Luis  
Sierra Vista, Arizona 85635

Contact: Lawrence Saunders  
Phone: 520-335-8100  
Email: [lsaunders@kegtusv.com](mailto:lsaunders@kegtusv.com)

100% Employee Owned

Quote To: City of Bisbee  
Bisbee, Arizona 85603

Job Name: Tombstone Canyon Overlay

Date of Plans:

Estimate No.:

Revision Date:

Phone:

Fax:

Our proposal follows:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	OVERLAY TOMBSTONE CANYON	34,900.00	SY	12.06	420,894.00
20	TRAFFIC CONTROL	1.00	LS	16,737.54	16,737.54
30	MILLING 0-2" EACH SIDE AS NEEDED	1,230.00	SY	26.67	32,804.10
40	TACK WITH BOOT TRUCK	34,900.00	SY	0.73	25,477.00
50	ADJUST SEWER MANHOLES (PER EACH INSTALLED)	30.00	EA	625.00	18,750.00
70	Striping	1.00	LS	20,000.00	20,000.00
<b>GRAND TOTAL</b>					<b>\$534,662.64</b>

### NOTES:

- Proposal is based upon the following Scope of Work:
- As discussed with the City of Bisbee.
- Installation of adjustments will be on a per each basis final quantity can be measured upon completion as agreed with the City of Bisbee.
- Prices are based upon execution of a mutually acceptable Contract
- Any increases in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price excludes: Engineering, Survey, Material (QA/QC) Testing, SWPPP, Site Stabilization, Over-Excavation, Off-Site Export, Cost of Construction Water, Landscape Establishment, Seeding, Herbicide, Permits, and Bond
- Proposal includes: Labor, Equipment, Materials, Supervision, and Taxes.
- Price shown DOES NOT include Performance and Payment Bond. Add 1% if bond is required.
- Due to existing grades and conditions, we will not be responsible for 100% drainage of surface water following resurfacing.
- Pricing is valid for 60 days

**STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES (SAVE)  
COOPERATIVE PURCHASING AGREEMENT**

This Agreement is entered into this 17th day of March, 2015, between school districts and governmental jurisdictions in the State of Arizona, as listed in Appendix "A" through their duly authorized representative to form a cooperative purchasing agreement named "STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES" (S.A.V.E.)

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services and,

WHEREAS, cooperative purchasing results from written agreements wherein lead agencies volunteer to purchase specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitation, receiving bid or proposals and awarding a contract for use by all participating members. And, wherein the lead agency is responsible for placing, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

WHEREAS, the Cooperative Purchasing Agreement will serve these ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result there from, the parties agree as follows:

1. The purpose of the Agreement is a cooperative purchase agreement for the procurement of materials and or services.
2. Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ordering entity.
3. The exercise of any rights or remedies by a procuring entity shall be the exclusive obligation of such procuring entity.
4. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.
5. The cooperative use of bids or proposals obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid or proposal, except as modification of those terms and conditions otherwise allowed by law.
6. The participation in a specific bid or proposal will be at the option of the individual entity, except that procuring entities and their requirements specifically identified within a bid or proposal shall be required to participate in the Agreement unless the resulting contract is canceled, as provided for within the terms and conditions of the specific bid or proposal.
7. That lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws.
8. The parties will make available, upon reasonable request and subject to convenience, necessity and, in appropriate circumstance a reasonable fee or charge, any information, technology, or other service, which may assist in improving the efficiency or economy of each party's procurement or disposal of material or service.
9. A procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.
10. The procuring party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.

# Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements

## Appendix A

The following **281** agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of **November 24, 2014**.

### Municipalities

City of Apache Junction  
City of Avondale  
City of Benson  
City of Bullhead City  
City of Casa Grande  
City of Chandler  
City of Cottonwood  
City of Douglas  
City of El Mirage  
City of Eloy  
City of Flagstaff  
City of Glendale  
City of Goodyear  
City of Maricopa  
City of Mesa  
City of Nogales  
City of Page  
City of Peoria  
City of Phoenix  
City of Prescott  
City of Safford  
City of Scottsdale  
City of Sedona  
City of Sierra Vista  
City of Somerton  
City of Surprise  
City of Tempe  
City of Tolleson  
City of Tucson  
City of Willcox  
City of Winslow  
City of Yuma  
Lake Havasu City  
Town of Buckeye  
Town of Camp Verde  
Town of Cave Creek  
Town of Chino Valley  
Town of Florence  
Town of Fountain Hills  
Town of Gila Bend  
Town of Gilbert  
Town of Marana  
Town of Miami  
Town of Oro Valley  
Town of Paradise Valley  
Town of Prescott Valley  
Town of Queen Creek

Town of Sahuarita  
Town of Superior  
Town of Wickenburg

### Counties

Apache County  
Cochise County  
Coconino County  
Gila County  
Graham County  
La Paz County  
Maricopa County  
Mohave County  
Navajo County  
Pima County  
Pinal County  
Santa Cruz County  
Yavapai County  
Yuma County

### Higher Education

Arizona State University  
Arizona Western College  
Central Arizona College  
Central Arizona Valley Institute of Technology (CAVIT)  
Cobre Valley Institute of Technology (CVIT)  
Cochise County Community College District  
Coconino County Community College District  
Diné College  
East Valley Institute of Technology (EVIT)  
Gila Institute for Technology, a Joint Technology Education District (JTED)  
Graham County Community College District  
Maricopa Community College District  
Mohave Community College  
Northern Arizona University  
Pima Association of Governments (PAG)  
Pima Community College  
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School  
Regional Transportation Authority (RTA)  
University of Arizona  
Western Arizona Vocational Educ (W.A.V.E.), a Joint Technology Education District  
Yavapai College

Madison Elementary School District #38  
Maine Consolidated School District  
Mammoth-San Manuel Unified School District #8  
Marana Unified School District #6  
Maricopa Regional School District #509  
Maricopa Unified School District  
Mayer Unified School District #43  
Mesa Unified School District # 4  
Mobile Elementary School District #86  
Mohave Valley Elementary School District #16  
Mohawk Valley School District # 17  
Morenci Unified School District #18  
Murphy Elementary School District #21  
Naco Unified School District #9  
Nadaburg Elementary District #81  
Nogales Unified School District # 1  
Osborn Elementary School District #8  
Page Unified School District #8  
Palominas Elementary School District #49  
Palo Verde Elementary School District #49  
Paradise Valley Unified School District #69  
Parker Unified School District #27  
Patagonia Elementary School District #6  
Patagonia Union High School District #92  
Payson Unified School District #10  
Peach Springs Unified School District #8  
Pendergast School District #92  
Peoria Unified School District #11  
Phoenix Elementary School District # 1  
Phoenix Union High School District #210  
Picacho Elementary School District #33  
Pima Unified School District #6  
Pine Strawberry Elementary School District #12  
Pinon Unified School District #4  
Pomerene Elementary School District #64  
Prescott Unified School District #1  
Quartzsite Elementary School District #4  
Queen Creek Unified School District # 95  
Red Mesa Unified School District #27  
Riverside Elementary School District #2  
Roosevelt Elementary School District # 66  
Round Valley Unified School District #10  
Sacaton Elementary School District #18  
Saddle Mountain Unified School District #90  
Safford Unified School District #1

Sahuarita Unified School District #30  
San Carlos Unified School District #20  
Sanders Unified School District #18  
San Simon Unified School District #18  
Santa Cruz Valley Unified School District #35  
Santa Cruz Valley Union High School District #840  
Scottsdale Unified School District # 48  
Sedona-Oak Creek Unified School District #9  
Sentinel Elementary School District #71  
Show Low Unified School District #10  
Sierra Vista Unified School District # 68  
Snowflake Unified School District #5  
Somerton Elementary School District #11  
Stanfield Elementary School District #24  
St. David Unified School District #21  
St. Johns Unified School District  
Sunnyside Unified School District #12  
Superior Unified School District #15  
Tanque Verde Unified School District #13  
Tempe Elementary School District # 3  
Tempe Union High School District # 213  
Thatcher Unified Schools  
Toltec Elementary School District #22  
Tolleson Elementary School District #17  
Tolleson Union High School District # 214  
Tombstone Unified School District #1  
Tuba City Unified School District #15  
Tucson Unified School District  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Washington Elementary School District # 6  
Wellton Elementary School District #24  
West-MEC District #402  
Whiteriver Unified School District #20  
Wickenburg Unified School District #9  
Willcox Unified School District  
Williams Unified School District #2  
Wilson Elementary School District #7  
Window Rock Unified School District #8  
Winslow Unified School District #1  
Young Public School District  
Yuma Elementary School District # 1  
Yuma Union High School District # 70

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701-1303  
P.O. BOX 27210, TUCSON, AZ 85726-7210

CONTRACT NO. 171729-04  
Page 6 of 10  
CONTRACT OFFICER: DAN LONGANECKER  
PH: (520) 837-4125 FAX: (520) 791-4735  
DAN.LONGANECKER@TUCSONAZ.GOV

For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).

19. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

The City, as a lead agency, accrues costs to solicit, award and administer cooperative contracts. As part of the negotiation process, the City will be requesting Offerors to consider providing the City a cooperative administrative fee or rebate in the form of a percentage of sales based upon other agencies spend. The City's spend would not be included in the administrative fee consideration. The successful contractor's will have the ability to market this contract to all of the City's cooperative partners which results in a cost savings to the contractor by not having to compete on separate solicitations. The administrative fee should not be a cost added to the contract pricing but a cost sharing of the marketing savings the contractor receives by not having to participate in additional solicitation processes.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

20. **CONSTITUENT CLAIMS:** With regard to claims arising out of or related to this contract that are filed against the Contractor, the Contractor or Contractor's representative is required to provide notice to the City's Procurement Department and Risk Manager within 60 calendar days following the date of the receipt by the Contractor of such claim. The notice to the City must include the following information: (1) the date of the incident or occurrence that is the basis of the claim; (2) the damages identified in the claim; (3) the date of the Contractor's written response to the claim; and (4) a copy of Contractor's written response to the claim. Notification shall be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested, (b) private courier service, or (c) facsimile addressed to the respective addresses of the parties as first above written or at such other addresses as the respective parties may designate by like notice from time to time.

City of Tucson	City of Tucson
Procurement Department	Risk Management
255 W. Alameda, 6th floor	255 W. Alameda, 5th floor
Tucson, Arizona 85701	Tucson, Arizona 85701
Facsimile: 520-791-4735	Facsimile: 520-624-2061

The Contractor acknowledges that the City may use contract performance, including performance of the requirements of this paragraph, in the City's consideration of future contract awards; and that in connection with future contracting opportunities with the City, Contractor may be required to provide documentation demonstrating compliance with this paragraph.

**CITY OF TUCSON**  
**NOTICE OF REQUEST FOR QUALIFICATIONS NUMBER 171729**  
**JOB ORDER CONTRACT (JOC) FOR ROADWAY CONSTRUCTION**

Notice is hereby given that the City of Tucson (COT) is conducting a competitive **TWO (2)-STEP** process to retain up to **SIX (6)** Contractors for a Job Order Contract (JOC) ) to provide roadway construction, repair and maintenance services on an "as-needed" basis for the City of Tucson. Individual job orders shall not exceed \$ 1,000,000; however, it is anticipated a typical job will not exceed \$ 250,000. The estimated budget for the first year is \$ 5,000,000. The term of this contract will be one year with 4 one-year renewal options. Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Contractor's services will be required. Select projects may be funded by the Federal Transit Administration (FTA) and the Regional Transportation Authority.

COT invites interested firms to submit written Statements of Qualifications relating to these services (Step 1). A Committee will be convened to evaluate firms' qualifications and experience with similar projects. The City will select up to ten (10) offerors from those submitting Statements of Qualifications for further consideration (Step 2). A Request for Proposals (RFP) will be issued to the short-listed firms. The firms will then be requested to submit separate Technical and Price Proposals in response to the RFP. The firm(s) determined to be best qualified will then be invited to enter into negotiations with COT.

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com) click on Vendors, then click on Vendor Registration. You may also call (520) 791-4217 if you have questions. Written questions regarding this RFQ must be received by the Department of Procurement no later than five days prior to the submittal due date. A written amendment to this document may then be used to respond to questions. Oral statements or instructions shall not constitute an amendment to the RFQ.

Submittals must be submitted in a sealed envelope. The Request for Qualifications number and the offeror's name and address should be clearly indicated on the outside of the envelope. All submittals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above. All submittals must be received by the due date specified herein. **Any response received after the due date and time specified will be returned unopened.** The City of Tucson reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all submittals are rejected.

**SUBMITTAL DUE DATE:**  
**SUBMITTAL LOCATION:**

**Thursday, September 07, 2017 at 4:00 P.M., Local AZ Time**  
Department of Procurement  
255 W. Alameda, 6th Floor, Tucson, AZ 85701  
P.O. Box 27210, Tucson, AZ 85726-7210

**PRE-SUBMITTAL CONFERENCE DATE:**  
**TIME:**  
**LOCATION:**

**Friday, August 25, 2017**  
**11:00 A.M., Local AZ Time**  
**Public Works Bldg.**  
**201 N. Stone, 4<sup>th</sup> floor conference room**  
**Tucson, AZ**

**QUESTIONS SHALL BE DIRECTED TO:**

**Dan Longanecker, CPPB, Principal Contract Officer**  
**(520) 837-4125 or [Dan.Longanecker@tucsonaz.gov](mailto:Dan.Longanecker@tucsonaz.gov)**  
**City of Tucson Department of Procurement**  
**255 West Alameda, 6<sup>th</sup> Floor West**  
**P.O. Box 27210**  
**Tucson, AZ 85726-7210**

**PUBLISH DATES:      Wednesday, August 16, 2017 & Wednesday, August 23, 2017**

# Search form

Search



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## Business Services Department

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### Shared Services Procurement & Procurement Operations

**Search Results**

#### Job Order Contract (JOC) for Roadway Construction

**Contract Number:** 171729

**Department:** Transportation

**Contract Officer:** Dan Longanecker

#### Solicitation

Contract Summary Document

#### **Awards:**

01 [Sunland Asphalt](#)

Effective Date: 4/13/2018

PO Number: 40791

pCard: no

Payment Terms:

[Contract](#)

[Price](#)

[Amendment: 2/5/2019 171729-01 Renewal Amendment 1](#)

[Amendment: 2/3/2020 171729-01 Renewal Amendment 2](#)

[Supplement: 4/27/2018 SOQ & Technical](#)

- 02 [SOUTHERN ARIZONA PAVING](#)  
Effective Date: 4/13/2018  
PO Number: 40792  
pCard: no  
Payment Terms:  
[Contract](#)  
[Price](#)  
[Amendment: 2/5/2019 171729-02 Renewal Amendment 1](#)  
[Amendment: 2/3/2020 171729-02 Renewal Amendment 2](#)  
[Supplement: 4/27/2018 SOQ & Technical](#)
- 03 [GRANITE CONSTRUCTION CO](#)  
Effective Date: 4/13/2018  
PO Number: 40793  
pCard: no  
Payment Terms:  
[Contract](#)  
[Price](#)  
[Amendment: 2/5/2019 171729-03 Renewal Amendment 1](#)  
[Amendment: 2/3/2020 171729-03 Renewal Amendment 2](#)  
[Supplement: 4/27/2018 SOQ & Technical](#)
- 04 [KE&G CONSTRUCTION, INC.](#)  
Effective Date: 4/13/2018  
PO Number: 40794  
pCard: no  
Payment Terms:  
[Contract](#)  
[Price](#)  
[Amendment: 2/5/2019 171729-04 Renewal Amendment 1](#)  
[Amendment: 2/3/2020 171729-04 Renewal Amendment 2](#)  
[Supplement: 4/27/2018 SOQ & Technical](#)
- 05 [BORDERLAND CONSTRUCTION CO](#)  
Effective Date: 4/13/2018  
PO Number: 40795  
pCard: no  
Payment Terms:  
[Contract](#)  
[Price](#)  
[Amendment: 2/5/2019 171729-05 Renewal Amendment 1](#)  
[Amendment: 2/3/2020 171729-05 Renewal Amendment 2](#)  
[Supplement: 4/27/2018 SOQ & Technical](#)
- 06 [TUCSON ASPHALT CONTRACTORS INC](#)  
Effective Date: 4/13/2018  
PO Number: 40796  
pCard: no  
Payment Terms:  
[Contract](#)  
[Price](#)  
[Amendment: 2/5/2019 171729-06 Renewal Amendment 1](#)  
[Amendment: 2/3/2020 171729-05 Renewal Amendment 2](#)

[Supplement: 4/27/2018 SOQ & Technical](#)

Records returned: 1

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**REQUEST FOR MAYOR & COUNCIL ACTION**

**Session of: July 7, 2020**

Regular     Special

**DATE ACTION SUBMITTED:** July 1, 2020

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**

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

**SUBJECT:** **Discussion and Possible Acceptance of a Grant from USDA Rural Development to conduct a feasibility study for a 1.8 mile shared use path along State Route 80 and approval of grant match in the amount of 2,344.**

**FROM:**            **Theresa Coleman, City Manager**

**RECOMMENDATION:**            **Approve Consent Agreement**

**PROPOSED MOTION:**            **I move to accept the Grant from USDA Rural Development to conduct the feasibility study for a 1.8 mile shared use path along State Route 80 and approval of grant match portion of \$2,344.00**

---

**DISCUSSION:**

This is the initial leg of a master plan network supporting the Bisbee Area Master Mobility Plan (BAMMP). The grant matching funds of \$23,205.75 will be applied prior to the grant funds or will be applied to the project at the same time grant funds are applied. Cochise County and ADOT have pledges in-kind donations toward meeting the match requirements.

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**FISCAL IMPACT:**            **\$2,344**

**DEPARTMENT LINE ITEM ACCOUNT:**            **10-54-34000**

**BALANCE IN LINE ITEM IF APPROVED:**            **\$12,656**

**Prepared by:**   
**Ashlee Coronado**  
**City Clerk**

**Reviewed by:**   
**Theresa Coleman**  
**City Manager**



July 1, 2020

Ms. Theresa Coleman, City Manager  
915 South Tovreaville Road  
Bisbee, AZ 85603

SUBJECT: Letter of Conditions  
Rural Business Development Grant (RBDG)  
Grant Amount: \$50,000.00

Dear Ms. Coleman:

USDA, Rural Development's Rural Business-Cooperative Service (hereinafter "Grantor") hereby establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. Any changes in project cost, sources of funds, scope of services, and/or any other significant changes in the project or applicant must be reported to and approved by Grantor by written amendment to this letter. Any changes not approved by Grantor shall be cause to discontinue processing of the application.

This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a grant not to exceed \$50,000.00.

Please sign, date, and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," not later than **July 20, 2020** if you desire that further consideration be given your application. By signing Form RD 1942-46, you are hereby agreeing and acknowledging that this Rural Business Development Grant (RBDG) is a non-continuing, non-renewable grant, and any approval of this grant in no way constitutes an assurance that future grant funds will be available.

In addition, please sign and date where indicated on the attached Form RD 1940-1, "Request for Obligation of Funds," and return the form to our office not later than **July 20, 2020**. The grant will be considered approved on the date a signed copy of Form RD 1940-1 is mailed to you by the Grantor.

If the conditions set forth in this letter, except those to be met at grant closing, are not met by **September 30, 2020**, Grantor reserves the right to discontinue the processing of the application. This is not appealable.

Grantees expecting funds from other sources for use in completing projects partially financed with Grantor funds will present evidence of commitment of funds from other sources. This evidence will be made available before grant closing. The funds provided by the applicant or other sources will be disbursed prior to or in pro rata with the use of Grantor funds.

The funding period of this grant will begin on the "Performance Start Date" as entered in Section I, Block 7. on Form RD 4280-2, "Rural Business-Cooperative Service Financial Assistance Agreement". The projected time frame for completion of this project is one year.

## 1. REQUIREMENT FOR SYSTEM FOR AWARD MANAGEMENT (SAM)

This grant is further conditioned upon your providing the Grantor with evidence of your Dun and Bradstreet Data Universal Numbering System (DUNS) number and evidence that you are registered in the System for Award Management (SAM). Your organization is actively registered with an expiration date of May 7, 2021. Please ensure the SAM registration is kept current.

You as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

## 2. USE OF FUNDS AND APPLICANT CONTRIBUTION

The proposed grant funds will be used to **conduct a feasibility study for a 1.8-mile shared use path along State Route 80, the initial leg of a master plan network supporting the Bisbee Area Master Mobility Plan (BAMMP)**. The project will support the development of small and emerging private business enterprises in rural areas in accordance with the application package as submitted for an enterprise grant project or as amended and approved by Grantor. Any changes in the proposed use of funds must be submitted in writing to Grantor and receive prior written approval.

The project will be comprised of the following funds:

	<u>RBDG</u>	<u>Match</u>	<u>Total</u>
Feasibility Study Project in Bisbee, AZ per the Scope of Work	\$50,000.00	\$23,205.75	\$73,205.75

Grantee matching funds of \$23,205.75 will be applied prior to grant funds or will be applied to the project at the same time grant funds are applied on a prorated basis. Prior to any release of grant funds, the Grantee will provide documentation sufficient to Grantor that matching funds have been expended on the approved project.

## 3. SCOPE OF WORK

Grantee will administer the grant in accordance with the approved Scope of Work. Grantor comments and required changes, if any, in the Grantee's Scope of Work will be provided by the Grantee.

The Grantee agrees to not turn the responsibility of the grant project over to any contracting party and will oversee and control the project through completion.

Any changes in the Scope of Work, must be approved in writing by Grantor. Should project not be completed by the "Performance End Date" as entered in Section I, Block 8. on Form RD 4280-2, "Rural Business-Cooperative Service Financial Assistance Agreement," Grantee must request in writing, to Grantor, and receive approval, for an extension of time to complete the project.

Grantor may, at its discretion and under certain conditions, consider a one-time extension of the expiration date of the award of up to 12 months. Grantee must notify Grantor in writing with the supporting reasons and revised expiration date at least 10 days before the expiration date of the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Please refer to 2 CFR 200.308 for additional requirements.

#### **4. GRANTEE INSURANCE AND BONDING**

Grantee must maintain sufficient hazard insurance, workman's compensation insurance and liability insurance, as recommended by Grantee's attorney, to protect the interests of the Grantee and the government. Grantee shall provide satisfactory evidence to Grantor that all officers of Grantee organization authorized to receive and/or disburse Federal funds are covered by such bonding and/or insurance requirements as are normally required by the Grantee and approved by Grantor.

#### **5. DISBURSEMENT OF GRANT FUNDS**

Grant funds will be disbursed by Grantor on a **reimbursement** basis not to exceed one reimbursement every 30 days. Standard Form (SF) 270, "Request for Advance or Reimbursement," will be submitted to Grantor along with sufficient supporting documentation that adequately identify the source and application of funds for federally funded activities. Copies of paid invoices, receipts, cancelled checks, other evidence of payment, etc., will be required as supporting documentation for the reimbursement. The financial management system of the Grantee shall provide for effective control over and accountability for all funds, property, and other assets.

Grant funds will not be disbursed until all provisions of any phased environmental review process are complete in accordance with Grantee regulations.

Grant funds will be transferred to the Grantee via Electronic Funds Transfer (EFT). The Grantee will complete and deliver to Grantor Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form".

It is the intent of the Grantee that all grant funds will be disbursed within one year from the "Performance Start Date" as entered in Section I, Block 7. on Form RD 4280-2, "Rural Business-Cooperative Service Financial Assistance Agreement". In accordance with RD Instruction 4280-E, §4280.451(b), *"Funds not disbursed to the grantee within 42 months from the date of obligation will be automatically deobligated without appeal"*.

#### **6. RURAL AREA**

Grantee must certify that the project is located in a rural area as defined by RD Instruction 4280-E, §4280.403 and 7.U.S.C. 1991(a)(13)(A) and (D) et seq., and Grantee must certify that the activities provided under this grant will be benefiting a rural area.

#### **7. CONFLICT OF INTEREST AND FEDERAL INTEGRITY ACT**

Grantee will certify that no conflict of interest exists as outlined in RD Instruction 4280-E, §4280.406.

To assure the high standards of honesty, integrity, and impartiality maintained by Agency employees, we need to identify any Agency assistance to be provided to Agency employees, their relatives, or their business or close personal associates. This includes grants to organizations. If you know of any relationship or association you may have with an Agency employee, please provide this information.

## **8. DEBARMENT**

Grantee must execute Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions" to certify that Grantee organization is not debarred or suspended from Government assistance.

Grantee also must obtain a certification on Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" from any person or entity Grantee does business with as a result of this Government assistance that they are not debarred or suspended from Government assistance.

## **9. DRUG-FREE WORKPLACE**

Grantee must execute Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other Than Individuals" to certify that Grantee will provide a drug-free awareness program for employees.

## **10. EQUAL OPPORTUNITY AND NONDISCRIMINATION REQUIREMENTS**

The Grantee will comply with Title VI of the Civil Rights Act of 1964, "Nondiscrimination in Federally Assisted Programs," 42 U.S.C. 2000d, Section 504 of the Rehabilitation Act for Federally Conducted Programs and Activities, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Executive Order 13166, and Executive Order 11246. Form RD 400-1, "Equal Opportunity Agreement," and Form RD 400-4, "Assurance Agreement," must be completed by the Grantee. The Grantee will be subject to Agency compliance reviews.

Executive Order 13166 "Improving Access to services for Persons with Limited English Proficiency" requires the Agency to ensure services provided by grant recipients comply with the requirements to examine the services provided, identify any need for services to those with Limited English Proficiency (LEP) and develop and implement a system to provide such services to enable persons with LEP have meaningful access to Agency funded programs.

The Agency LEP Implementation Strategy for Assisted Programs available at: <http://www.rd.usda.gov/about-rd/offices/civil-rights>) outlines a step-by-step approach to comply with the LEP requirements. LEP is a national origin issue covered by Title VI of the Civil Rights Act of 1964 and is part of the requirements associated with your Agency funded program. Specifically, the Form RD 400-4 "Assurance Agreement" assures compliance with Title VI (42 U.S.C. 2000d), 7 CFR Part 15, and 7 CFR Part 1901.202. The Agency LEP guidance will assist you in conducting an LEP 4-Factor Analysis and developing your Language Access Plan (LAP).

See the enclosed pamphlet "Complying With Civil Rights Requirements" which explains and provides more information regarding the above Paragraphs 10, 11, and 12; and Grantee responsibilities.

## 11. REQUIRED NONDISCRIMINATION STATEMENT AND POSTER

### a. Full USDA Nondiscrimination Statement.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form. AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### b. Exceptions to Including the Full USDA Nondiscrimination Statement.

If the size of the material is too small to include the full statement, the material will at a minimum, include the following statement in print in the same size as the text:

"USDA is an equal opportunity provider, employer, and lender."

Where appropriate, a recipient may state:

"This institution is an equal opportunity provider."

Similarly, when an audio or video presentation does not reasonably lend itself to including the full statement, the presentation will, at a minimum include the following statement, presented in a conspicuous and meaningful manner:

“USDA is an equal opportunity provider, employer, and lender.”

Alternatively, where appropriate, a recipient may state:

“This institution is an equal opportunity provider.”

c. Recipients.

The recipient will post the Nondiscrimination Statement in its entirety containing only those protected bases mandated in applicable Federal law. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, disability, age, reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

The full Nondiscrimination Statement must be included on all print and non-print materials (including but not limited to, audio, video, website, brochures, newsletters, by-laws, etc.). If the size of the material is too small to include the full statement, the material will at a minimum, include the following statement in print in the same size as the text:

“This institution is an equal opportunity provider.”

Recipients are required to notify applicants with disabilities and LEP persons of their right to free language assistance and accommodations and provide free language assistance and accommodations upon request.

d. And Justice for All Posters.

The USDA poster Form AD-475-A, “And Justice for All” (revised September 2019) will be the primary method utilized to inform customers of their rights. The poster will be used for this purpose except when appropriate substitutes in outdoor areas are necessary. The “And Justice for All” poster is to be prominently displayed in all offices where there is a USDA presence and where it may be read by customers. Please note that institutions participating in or administering USDA programs are required to display the appropriate “And Justice for All” poster in their facilities where it can be viewed by customers. The grantee must also post “Equal Opportunity Employment is the Law” poster.

All “And Justice for All” posters must be displayed in a specific size: 11” width x 17” height. The minimum text size that will be used on the “And Justice for All” posters is 14 point.

## 12. COMPLIANCE REVIEWS

In addition to the “Equal Opportunity and Non-Discrimination Requirements” stated above, Grantee must keep and provide data on race, gender, national origin, disabilities, and any such records, accounts, and other sources of information and facilities as may be pertinent for Grantor to determine whether the Grantee has complied or are complying with the

regulations. Grantees should have available, for Grantor review, racial, ethnic, and gender data showing the extent to which members of minority groups are beneficiaries of Federal assistance programs. In addition, the compliance review will ensure that equal access to the Program benefits and activities are provided for persons with disabilities and language barriers.

For the initial Compliance Review, please complete the attached "Information Request for Compliance Review" document.

### **13. REPORTING**

In accordance with RD Instruction 4280-E, §4280.449 and 2 CFR 200.328, an SF-425 "Federal Financial Report" and a Project Performance Activity Report will be required on a quarterly basis (due 30 days after end of each calendar quarter) until all grant funds have been disbursed. Project reporting will begin on the "Performance Start Date" as entered in Section I, Block 7. on Form RD 4280-2, "Rural Business-Cooperative Service Financial Assistance Agreement". Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time period is being accomplished, and other performance objectives are being achieved. No grant funds will be released without all reporting requirements being up to date.

The Grantee Project Performance Activity Report is a narrative that shall include, but not be limited to, the following:

- a. A comparison of actual accomplishments to the objectives established for that period;
- b. Reasons why established objectives were not met, if any;
- c. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established item periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
- d. Objectives and timetable established for the next reporting period.

A final Project Performance Activity Report will be required with the last SF-425 "Federal Financial Report" once all grant funds have been expended or the term of the grant expires. The final report may serve as the last quarterly report. The final report must provide the Grantee's assessment and evaluation of the success of the project, including the number of businesses assisted and jobs created and/or saved. Grantor will withhold the last reimbursement request until these final reports are received and approved.

Grantor may require the Grantee to prepare a report suitable for public distribution describing the accomplishments made with the grant and, in the case where the grant funded the development or application of a "best practice", to describe that "best practice".

For RBDG where grant funds are used to acquire or improve an asset, such as a business incubator, real estate, or equipment, the grantee will verify and report to RBS the performance measures quarterly until the funds are expended and every 3 years after the project completion.

#### **14. AUDITS BASED UPON FEDERAL FINANCIAL ASSISTANCE RECEIVED**

An annual audit is required in accordance with the 2 CFR Part 200, Subpart F, §200.500-§200.521, "Audit Requirements". Grantees expending \$750,000 or more of Federal assistance per year must submit an audit in accordance with the provisions of 2 CFR Part 200, §200.500-§200.521. Audits are due within nine (9) months after the end of the Grantee's fiscal year.

Grantees expending less than \$750,000 a year in Federal awards are exempt from the Federal audit requirements for that year except as noted in 2 CFR part 200, §200.503. However, in accordance with RD Instruction 4280-E, §4280.450, Grantees that expend less than \$750,000 a year in Federal awards are required to submit a compilation and management report within 120 days after the end of the Grantee's fiscal year. Further, all audit records must be available for review or audit by appropriate officials of the awarding Federal agency, pass-through entity, and Government Accountability Office (GAO).

#### **15. RESPONSIBILITIES OF THE GRANTEE**

- a. The Grantee must comply with the requirements set forth in RD Instruction 4280-E and Form 4280-2, "Rural Business-Cooperative Service Financial Assistance Agreement".
- b. Grantee will certify in writing, that they are in compliance with and will continue to comply with all applicable laws; regulations; Executive Orders; and other generally applicable requirements, including those contained in 2 CFR Part 200 and 2 CFR Part 400 in effect on the date of grant approval; and the approved "Letter of Conditions"
- c. Grantee must certify in writing as being in compliance with the procurement requirements of 2 CFR Part 200 Subpart D, as required in 2 CFR Part 200, §200.324(c)(2), as well as compliance with all applicable State, Local, and Tribal laws and regulations relating to contracting and procurement as identified in 2 CFR Part 200, §200.318.

#### **16. START OF PROJECT**

The Grantee is cautioned that expenditures should not be undertaken for which reimbursement is anticipated under this grant application until notified in writing that the grant has been approved and funds reserved.

#### **17. PROGRAMMATIC CHANGES**

The Grantee shall obtain prior written approval for any change to the scope or objectives of the approved project. Failure to obtain prior written approval of changes to the scope or budget the Agency may suspend, terminate, and recover the grant funds.

#### **18. OTHER REQUIREMENTS**

The Grantee will be responsible for any additional requirements of federal, state or local governments that may apply in accordance with RD Instruction 4280-E and 2 CFR Part 200.

## 19. GRANT CLOSING AND FINANCIAL ASSISTANCE AGREEMENT

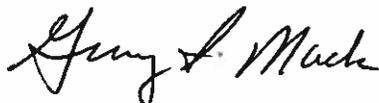
The grant will be considered closed on the date the Grantee and Grantor sign Form RD 4280-2, "Rural Business-Cooperative Service Financial Assistance Agreement". The above conditions are based on the proposed use of funds as outlined and financing arrangements as specified. The conditions as stated may be modified if the scope or cost of the project is changed or the financial arrangements are adjusted. Any change or modification of the conditions of the Project must have prior written approval by the Grantor.

## 20. GRANT MONITORING AND SERVICING

Grant will be monitored and serviced in accordance with RD Instruction 4280-E, RD Instruction 1951-E, RD Instruction 1951-O, 2 CFR Part 200, 2 CFR Part 400, all other applicable regulations, and Form RD 4280-2, "Rural Business-Cooperative Service Financial Assistance Agreement".

You will be contacted by the Agency when we are ready to complete the pre-award Compliance Review and close the grant. If you have any questions concerning this letter, please do not hesitate to contact Clinton A. Kaasa, Business and Cooperative Program Specialist by phone at 620-280-8757 or by e-mail at [Clinton.Kaasa@usda.gov](mailto:Clinton.Kaasa@usda.gov).

Sincerely,



GARY S. MACK  
Business and Cooperative Program Director

**ENCLOSURES FOR LETTER OF CONDITIONS*****The following documents must be signed and returned to obligate funds:***

Form RD 1942-46 - Letter of Intent to Meet Conditions  
Form RD 1940-1 - Request for Obligation of Funds

***The following forms and documents are required to be completed to meet the Letter of Conditions:***

Form SF 3881 - ACH Vendor/Miscellaneous Payment Enrollment Form  
Form AD 1047 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions  
Form AD 1049 - Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other Than Individuals  
Form RD 400-1 - Equal Opportunity Agreement  
Form RD 400-4 - Assurance Agreement  
RBDG Grantee Certifications  
Information Request for Compliance Review

Form RD 4280-2 "Rural Business-Cooperative Service Financial Assistance Agreement"  
*NOTE: This is a blank copy for your information. The Grantor will complete the Grant Agreement form and provide it to you on or before the grant "closing date".*

***The following documents are provided for grant management purposes:***

Form AD-1048 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions  
Form SF-270 - Request for Advance or Reimbursement  
Form SF-425 - Federal Financial Report  
Rural Business Development Grant Project Performance Report  
Complying with Civil Rights Requirements Pamphlet  
USDA Nondiscrimination Statement  
Form AD-475-A-Assisted Poster (And Justice for All)

**LETTER OF INTENT TO MEET CONDITIONS**

Date \_\_\_\_\_

TO: United States Department of Agriculture

USDA-Rural Development

\_\_\_\_\_  
(Name of USDA Agency)

230 North 1st Avenue, Suite 206  
Phoenix, AZ 85003-1706

\_\_\_\_\_  
(USDA Agency Office Address)  
\_\_\_\_\_

We have reviewed and understand the conditions set forth in your letter dated 07-01-2020 . It is our intent to meet all of them not later than 09-30-2020 .

CITY OF BISBEE

\_\_\_\_\_  
(Name of Association)

BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data, needed, and completing and reviewing the collection of information.*

**REQUEST FOR OBLIGATION OF FUNDS**

<b>INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )</b> <b>Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.</b>					
<b>1. CASE NUMBER</b> ST CO BORROWER ID 02-015-866000235		<b>LOAN NUMBER</b>		<b>FISCAL YEAR</b>	
<b>2. BORROWER NAME</b> CITY OF BISBEE		<b>3. NUMBER NAME FIELDS</b> 3 (1, 2, or 3 from Item 2)			
915 SOUTH TOVREAVILLE ROAD		<b>4. STATE NAME</b> ARIZONA		<b>5. COUNTY NAME</b> COCHISE	
BISBEE, AZ 85603-4601					
<b>GENERAL BORROWER/LOAN INFORMATION</b>					
<b>6. RACE/ETHNIC CLASSIFICATION</b> 1 - WHITE 2 - BLACK 3 - AIAN 4 - HISPANIC 5 - API		<b>7. TYPE OF APPLICANT</b> 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		<b>8. COLLATERAL CODE</b> 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	
<b>9. EMPLOYEE RELATIONSHIP CODE</b> 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.		<b>10. SEX CODE</b> 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY 6 1 - MALE 2 - FEMALE		<b>11. MARITAL STATUS</b> 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	
<b>12. VETERAN CODE</b> 1 - YES 2 - NO		<b>13. CREDIT REPORT</b> 1 - YES 2 - NO			
<b>14. DIRECT PAYMENT</b> (See FMI)		<b>15. TYPE OF PAYMENT</b> 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY		<b>16. FEE INSPECTION</b> 1 - YES 2 - NO	
<b>17. COMMUNITY SIZE</b> 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		<b>18. USE OF FUNDS CODE</b> (See FMI)			
<b>COMPLETE FOR OBLIGATION OF FUNDS</b>					
<b>19. TYPE OF ASSISTANCE</b> 694 (See FMI)		<b>20. PURPOSE CODE</b>		<b>21. SOURCE OF FUNDS</b>	
<b>22. TYPE OF ACTION</b> 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION 1		<b>23. TYPE OF SUBMISSION</b> 1 - INITIAL 2 - SUBSEQUENT 2		<b>24. AMOUNT OF LOAN</b>	
<b>25. AMOUNT OF GRANT</b> \$50,000.00		<b>26. AMOUNT OF IMMEDIATE ADVANCE</b>		<b>27. DATE OF APPROVAL</b> MO DAY YR	
<b>28. INTEREST RATE</b> %		<b>29. REPAYMENT TERMS</b>			
<b>COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS</b>					
<b>30. PROFIT TYPE</b> 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT					
<b>COMPLETE FOR EM LOANS ONLY</b>			<b>COMPLETE FOR CREDIT SALE-ASSUMPTION</b>		
<b>31. DISASTER DESIGNATION NUMBER</b> (See FMI)			<b>32. TYPE OF SALE</b> 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
<b>FINANCE OFFICE USE ONLY</b>			<b>COMPLETE FOR FP LOANS ONLY</b>		
<b>33. OBLIGATION DATE</b> MO DA YR			<b>34. BEGINNING FARMER/RANCHER</b> (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder      COPY 1 - Finance Office      COPY 2 - Applicant/Lender      COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

The grantee certifies that it is in compliance with and will continue to comply with all applicable laws; regulations; Executive Orders; and other generally applicable requirements, including those contained in 2 CFR 200 and 2 CFR 400 in effect on the date of grant approval; and the approved "Letter of Conditions" dated July 1, 2020.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date \_\_\_\_\_, 20 \_\_\_\_\_ CITY OF BISBEE

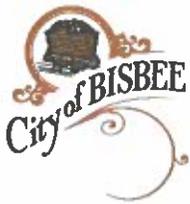
Date \_\_\_\_\_, 20 20 BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ (Signature of Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

\_\_\_\_\_  
(Signature of Approving Official)  
Typed or Printed Name: GARY S. MACK

Date Approved: \_\_\_\_\_ Title: BUSINESS & COOPERATIVE PROGRAMS DIRECTOR

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: July 7, 2020

Regular     Special

**DATE ACTION SUBMITTED:** July 1, 2020

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**

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

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A CONTRACT WITH CODE 3 MOTORS FOR THE PURCHASE OF AN AMBULANCE**

**FROM:**              **George Castillo, Fire Chief**

**RECOMMENDATION:**              **Approve Purchase Contract**

**PROPOSED MOTION:**              **I move to approve the Contract with Code 3 Motors for the purchase of an ambulance in the amount of \$50,000 plus tax and title.**

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**DISCUSSION:**

A Notice of Solicitation was issued by the City for a used ambulance. We received 3 bids and Code 3 Motors demonstrated the ability to perform as required, in the amount of \$50,000 plus tax and title.

---

**FISCAL IMPACT:**              **\$50,000 plus tax and title**

**DEPARTMENT LINE ITEM ACCOUNT:**              **10-64-91000 FY 20-21**

**BALANCE IN LINE ITEM IF APPROVED:**              **(\$50,000)**

**Prepared by:** *Ashlee Coronado*  
**Ashlee Coronado**  
**City Clerk**

**Reviewed by:** *Theresa Coleman*  
**Theresa Coleman**  
**City Manager**

**PURCHASE CONTRACT  
CITY OF BISBEE**

THIS PURCHASE CONTRACT ("Contract") is made this 7<sup>th</sup> day of July, 2020, by and between the CITY OF BISBEE, an Arizona municipal corporation ("City") and Code 3 Motors ("Vendor").

WHEREAS, the City is in need of certain materials, supplies and/or equipment (hereinafter "Equipment") as more particularly specified in the Notice of Solicitation for an Ambulance and as incorporated herein by reference; and

WHEREAS, the Vendor has offered to provide the requested Equipment in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Equipment. The Vendor promises and agrees to provide the Equipment as described in the Specifications, Scope of Work or Requirements and the Vendor's Proposal each of which is incorporated herein by reference.

2. Warranty. The Vendor further agrees to provide all of the Equipment required by this Contract free from defects in material or workmanship and shall warrant against such defects see attached Exhibit A from the date of acceptance by the City, and shall transfer to the City any other applicable manufacturers' warranties.

3. Term. This Contract shall remain in effect until delivery and acceptance, provided, however, that terms such as the warranty and conflict provisions shall survive the termination of the Contract. It may be renewed for an additional period upon the mutual agreement of the parties.

4. Purchase Price. The City will pay the Vendor, and the Vendor agrees to accept as complete payment for the Equipment, the sum of \$50,000.00. The City shall have the right to reject all or any Equipment provided under this Contract which does not meet the required specifications. In the event of any such rejection, the Vendor agrees to promptly remedy any and all deficiencies. No payment shall be due for any rejected Equipment until such deficiencies have been corrected to the City's satisfaction at the Vendor's sole cost and expense.

5. Delivery and Payment. Vendor shall deliver the Equipment on or before August 31, 2020 or sooner. Payment shall be made by the City to the Vendor on the basis of an invoice

following delivery and acceptance of the Equipment. Risk of loss shall remain with the Vendor until delivery and acceptance by the City.

6. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

7. Gratuities. The City may, by written notice to the Vendor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor an amount equal to 150% of the gratuity.

8. Contract Subject to Appropriation. The provisions of this Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this Contract and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Contract and the City shall keep the Vendor fully informed as to the availability of funds for the Contract. The obligation of the City to make any payment pursuant to this Contract is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Contract during any immediately succeeding fiscal year, this Contract shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Contract.

9. Termination.

9.1 For City's Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City.

9.2 For Cause. This Contract may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Contract's terms, through no fault of the party initiating the termination.

10. Amendment. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein

and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

12. Entire Contract; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

13. Assignment. No right or interest in this Contract shall be assigned by Vendor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Vendor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Contract by Vendor.

14. Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Vendor is responsible for performance under this Contract whether or not subcontractors are used.

15. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

16. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

17. Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

18. Offset.

18.1 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

18.2 Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

19. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City:                   City of Bisbee  
915 S. Tovreaville Road  
Bisbee, Arizona 85603  
Facsimile: (520) 432-6069  
Attn: \_\_\_\_\_

With copy to:                   James Ledbetter  
City Attorney  
915 S. Tovreaville Rd  
Bisbee, Arizona 85603  
Facsimile: (520) 432-6069

If to Vendor:                   Code 3 Motors  
2130 N. Arrowhead Ave., Ste 240-C4  
San Bernardino, CA 92405  
Attn: Chris Gutierrez

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

20. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

21. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Contract, the Specifications, Scope of Work or Requirements and the Vendor's Proposal, the documents shall govern in the order listed herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**"City"**

CITY OF BISBEE, an Arizona  
municipal corporation

\_\_\_\_\_  
David M. Smith,  
Mayor

ATTEST:

\_\_\_\_\_  
Ashlee Coronado, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James Ledbetter, City Attorney

**"Vendor"**

Code 3 Motors,  
a(n) \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PROPOSAL**

**TO THE CITY OF BISBEE:**

The undersigned hereby offers the following Proposal and agrees to furnish the materials and/ or services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this Notice of Solicitation. The Vendor certifies that he or she has read, understands and will fully and faithfully comply with the Notice of Solicitation, its attachments and any referenced documents. The Vendor also certifies that the prices offered were independently developed without consultation with any of the other bids or potential bidders.

  
Authorized Signature

6-25-2020  
Date

CHRIS GUIERREZ, PRESIDENT  
Printed Name and Title

Company Name CODE 3 MOTORS

Address 2130 N. ARROWHEAD AVE. STE 204-C4

City, State and Zip Code SAN BERNARDINO, CA 92405

Telephone Number(s) (323) 228-2842

Company's Fax Number \_\_\_\_\_

Email Address CHRISMEDIC@YALUX.COM

**[ATTACH PROPOSAL TO THIS PAGE]**

# CODE3MOTORS

## EMERGENCY VEHICLE SALES

2130 N. Arrowhead Ave. Suite 204-C4 San Bernardino, CA 92405 | (323) 228-2842 | Chris@code3motors.com | Dealer Lic #00317

### Ambulance Proposal

2012 Ford Type 3 ambulance by Leader Ambulance. 44,300 miles. Ford V10 unleaded motor. Floor hardware for Stryker or Ferno ambulance cots. Six inch red and yellow rear chevrons with panels for additional identification. Fire department graphics. FireCom headsets. Whelen emergency lights and siren. Deployment ready.



**\$50,000 with free delivery.**

**ACCEPTANCE OF PROPOSAL  
NOTICE OF AWARD**

The Proposal is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of the Contract to the Vendor.

The Vendor is bound to provide the materials and/or services identified in the Proposal, subject to all terms, conditions, specifications, amendments, and other requirements set forth in this Notice of Solicitation and the Contract.

The Vendor shall not commence any billable work or provide any materials or services under this document until the Vendor and the City execute the Contract and the Vendor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By \_\_\_\_\_

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

Its: \_\_\_\_\_

## **SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS**

**The City of Bisbee is accepting bids for one Used Type III Ambulance. Sealed bid proposals will be received on or before 4:00 p.m. Mountain Standard Time, July 1, 2020 at 915 S. Tovreaville Road, Bisbee, Arizona, 85603. Bids will thereafter be opened and read aloud.**

**The City of Bisbee reserves the right to reject any or all bids and to accept any bid presented which meets or exceeds these specifications and which the City deems to be in the best interest of the Bisbee Fire Department.**

**The Ambulance must:**

- **No older than 8 years' old**
- **No more than 45,000 miles on the odometer**
- **Unleaded motor**
- **Floor hardware for Stryker cots or Ferno Proflex**
- **Six inch 3M rear chevrons in safety tallow and cherry red with panels for department name**
- **Graphics that say "Fire Department"**



## BID OPENING FORM

BID TITLE: **Ambulance**

BIDS OPENED AT            Time:            4:00 p.m.  
   Date:            July 1, 2020  
   Place:            Bisbee City Hall

BID OPENING ATTENDEES:

Ashlee Coronado- City Clerk                    George Castillo- Fire Chief  
Theresa Coleman- City Manager                Clarence Hickman- Lieutenant

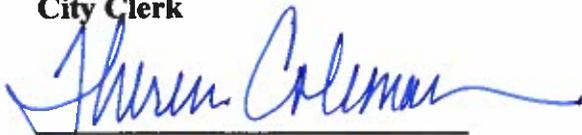
NUMBER OF BIDS RECEIVED: 3

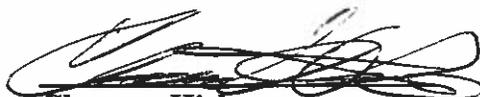
BIDDER INFORMATION:

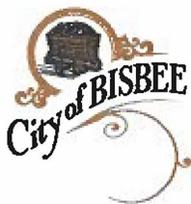
1. Greenwood Emergency Vehicles                    \$128,955.00  
530 John Dietsch Blvd.  
North Attleboro, MA 02763
2. Code 3 Motors    \$50,000.00  
2130 N. Arrowhead Ave  
San Bernardino, CA 92405
3. Emergency Vehicle Group                            \$134,647.14  
2883 E. Coronado  
Anaheim, CA 92806

  
\_\_\_\_\_  
Ashlee Coronado  
City Clerk

  
\_\_\_\_\_  
George Castillo  
Fire Chief

  
\_\_\_\_\_  
Theresa Coleman  
City Manager

  
\_\_\_\_\_  
Clarence Hickman  
Lieutenant



**REQUEST FOR MAYOR & COUNCIL ACTION**

**Session of: July 7, 2020**

Regular    Special

<b>DATE ACTION SUBMITTED:</b> <u>June 29, 2020</u>	
<b>REGULAR</b> <input checked="" type="checkbox"/>	<b>CONSENT</b> <input type="checkbox"/>
<b>TYPE OF ACTION:</b>	
<b>RESOLUTION</b> <input type="checkbox"/>	<b>ORDINANCE</b> <input type="checkbox"/>
<b>FORMAL ACTION</b> <input checked="" type="checkbox"/>	<b>OTHER</b> <input type="checkbox"/>
<b>SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF AN EMERGENCY PURCHASE OF 2 VEHICLES FROM LEE'S AUTO SALES IN THE AMOUNT OF \$23,993 FOR THE POLICE DEPARTMENT</b>	

**FROM:** Theresa Coleman, City Manager

**RECOMMENDATION:** Approve Emergency Purchase

**PROPOSED MOTION:** I move to approve the Emergency Purchase of 2 vehicles from Lee's Auto Sales in the amount of \$23,993 for the Police Department

**DISCUSSION:**

Due to COVID-19, vehicle production schedules have been interrupted. The vehicles ordered through eFleets are not yet scheduled for production and Cochise County will not have vehicles available as in the past. To fill the gap for the police department, we made an emergency purchase of two vehicles for the Chief and Deputy Chief.

**FISCAL IMPACT:** \$23,993

**DEPARTMENT LINE ITEM ACCOUNT:** 10-62-91000

**BALANCE IN LINE ITEM IF APPROVED:** \$9,736.25

**Prepared by:** Ashlee Coronado  
Ashlee Coronado  
City Clerk

**Reviewed by:** Theresa Coleman  
Theresa Coleman  
City Manager

# Lee's Auto Sales

1200 E. Fry Blvd., Sierra Vista, AZ 85635  
(520) 458-2488

PURCHASER CITY OF BISBEE DATE 06/29/28  
 TITLED \_\_\_\_\_ DEL. DATE 06/29/28  
 ADDRESS #1 HWY 92 BUS. PHONE (520) 433-6200  
 CITY BISBEE STATE AZ ZIP 85603 HOME PHONE (520) 433-6200

Stock No.	New/Demo	Year	Make	Body Type	Model No.	Mileage at Delivery
PLG191	USED	2014	FORD	TRUCK	F-150	115,741
TRADE IN			Color	Top	Trim	Serial No.
Mileage	N/A Initiated					1FTFX1EF6EKE09169
Make	N/A			RCPT #		
Ser. No.	N/A		CUST #	AMT		
Model	N/A		VEHICLE AS EQUIPPED FROM FACTORY			13,000.00
Lic. No.	N/A		THE FOLLOWING ADDITIONS OR MODIFICATIONS TO THIS CAR ARE NOT SUPPLIED, MARKETED, OR WARRANTED BY GENERAL MOTORS			
Tab No.	N/A		PROTECTION GROUP			
Trade Allowance	N/A		AFTER MARKETS			N/A
Less Payoff	N/A		* REGISTRATION FEE \$3.00 TITLE FEE \$1.00 LIEU TAX \$			16.60
Net Trade Allowance	N/A					

REMARKS	PRICE OF CAR AFTER EQUIPMENT CHANGE	
This vehicle is equipped with a General Motors Engine produced in a General Motors plant operated by the Division.	LESS TRADE ALLOWANCE	N/A
	TAXABLE TOTAL	13,000.00
I certify that some _____ none _____ of the proceeds for this sale have been received Source _____	SALES TAX	1,078.62
	DOCUMENTARY FEE	100.50
X _____	TOTAL STATES FEES	16.90
	TOTAL DUE	13,925.40
Salesman _____	SERVICE CONTRACT	G.M. NON G.M. N/A
	Prep Fee	399.00
Manager _____	Tire Tax	N/A
	PAYOFF ON TRADE	N/A
Dealer _____	UNPAID BALANCE	14,643.72
	TOTAL CASH DUE	N/A
Ver. Co. _____		
	BALANCE DUE	14,643.72
Policy Number _____		
Phone No. _____		
Verified by _____		

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

#### LIMITATIONS/EXCLUSIONS OF PRODUCT WARRANTIES

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

(ii) For "used" vehicles:

X	SERVICE CONTRACT	G.M. HON G.M.	N/A
Salesman	Prep Fee		399.00
Manager	Tire Tax		N/A
Dealer	PAYOFF ON TRADE		N/A
Ins. Co	UNPAID BALANCE		14,543.72
Policy Number	TOTAL CASH DUE		N/A
Phone No			
Verified by	BALANCE DUE		14,643.72

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

**LIMITATIONS/EXCLUSIONS OF PRODUCT WARRANTIES**

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

**(b) For "used" vehicles:**

(1) Used Car Implied Warranty of Merchantability:

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

(2) Waiver of Used Car Implied Warranty of Merchantability:

**ATTENTION PURCHASER:** SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

**ATENCION COMPRADOR:** FIRME AQUI SOLAMENTE SI EL VENDEDOR TE HA DICHO QUE EL VEHICULO TIENE EL SIGUIENTE PROBLEMA(S) Y QUE USTED ESTA DE ACIERTO DE COMPRA EL VEHICULO BAJO ESTOS TERMINOS:

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

(c) The vehicle is sold "AS IS -- NOT EXPRESSLY WARRANTED OR GUARANTEED" unless Seller gives Purchaser a separate written instrument showing the terms of any warranty or service contract given by Seller on its own behalf. If the vehicle is purchased for personal use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier, as set forth above, unless Seller also gives Purchaser a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with Purchaser which applies to the Vehicle. In that event, any implied warranties arising from the sale of the vehicle shall be limited to the duration of Seller's written warranty or service contract. If the vehicle is purchased for commercial use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier. In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied, except for a breach of the implied warranty of merchantability.

Purchaser, by execution of this Order, represents that Purchaser is of legal age or older and acknowledges that Purchaser has read or been read and conditions and has received a true copy of the Order. **NOTICE: WHERE THE DEALER ARRANGES FINANCING, THE DEALER MAY RECEIVE A PORTION OF THE "FINANCE CHARGE" FROM THE LENDER.**

I UNDERSTAND THAT IN EVENT CAR PURCHASED HEREIN REQUIRES WARRANTY OR ANY OTHER ADJUSTMENT, LEE'S AUTO SALES CANNOT FURNISH REPLACEMENT VEHICLE FOR USE OF CUSTOMER.

DEPOSIT RECD 06/29/20  
DUE ON DLVRY 06/29/20

SALESPERSON  
Approved \_\_\_\_\_  
THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY SELLER.  
By \_\_\_\_\_

Signed: #1 HWY 92 PURCHASER  
Address: BISBEE, AZ 85603  
Phone (Res.) (520) 432-6007 (Bus.) (520) 432-6002

# Lee's Auto Sales

1200 E. Fry Blvd., Sierra Vista, AZ 85635  
(520) 458-2488

PURCHASER CITY OF BISBEE DATE 06/29/20  
 TITLED \_\_\_\_\_ DEL. DATE 06/29/20  
 ADDRESS #1 HWY 92 BUS. PHONE (520) 432-5002  
 CITY BISBEE STATE AZ ZIP 85603 HOME PHONE (520) 432-5002

Stock No.	New/Demo	Year	Make	Body Type	Model No.	Mileage at Delivery
PLG190	USED	2009	CHEVROLET	2WD CREW CAB 13	AVALANCHE	158,258
TRADE IN			Color	Top	Trim	Serial No.
Mileage	N/A Initialed					36NEC220296180686
Make	N/A		RCPT #			
Ser. No.	N/R		CUST #			
Model	N/A		Year			N/A
Lic. No.	<b>VEHICLE AS EQUIPPED FROM FACTORY.</b> THE FOLLOWING ACCESSORIES OR MODIFICATIONS TO THIS CAR ARE NOT SUPPLIED, MARKED, OR WARRANTED BY GENERAL MOTORS.					8,100.00
Tab No.	<b>PROTECTION GROUP</b>					
Trade Allowance	<b>AFTER MARKETS</b>					N/A
Less Payoff	* REGISTRATION FEE \$8.00 TITLE FEE \$4.00 DEU TAX \$ 16.50					

**BEHINDS**  
 This vehicle is equipped with a General Motors Engine produced in a General Motors plant operated by the \_\_\_\_\_ Division.  
 I certify that some \_\_\_\_\_ none of the proceeds for this sale have been borrowed.  
 Source \_\_\_\_\_  
 N \_\_\_\_\_

PRICE OF CAR AFTER EQUIPMENT CHANGE	8,100.00
LESS TRADE ALLOWANCE	N/A
TAXABLE TOTAL	8,100.00
SALES TAX	684.17
DOCUMENTARY FEE	149.50
* TOTAL STATES FEES	16.60
<b>TOTAL DUE</b>	<b>8,742.07</b>
SERVICE CONTRACT	G.M. NON G.M.
Prep Fee	N/A
Tire Tax	399.00
PAYOFF ON TRADE	N/A
UNPAID BALANCE	N/A
TOTAL CASH DUE	9,349.27
	N/A
BALANCE DUE	9,349.27

Salesman \_\_\_\_\_  
 Manager \_\_\_\_\_  
 Dealer \_\_\_\_\_  
 Ins. Co. \_\_\_\_\_  
 Policy Number \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Verified by \_\_\_\_\_

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

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

Buyer's Co. _____	TOTAL CASH DUE _____	N/A
Policy Number: _____		
Phone No. _____		
Verified by: _____	BALANCE DUE _____	9,349.27

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

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

**(b) For "used" vehicles:**  
**(1) Used Car Implied Warranty of Merchantability:**  
THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO \$250 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

**(2) Waiver of Used Car Implied Warranty of Merchantability:**  
**ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:**  
**ATENCIÓN COMPRADOR: FIRME AQUÍ SOLAMENTE SI EL VENDEDOR TE HA DICHO QUE EL VEHÍCULO TIENE EL SIGUIENTE PROBLEMA(S) Y QUE USTED ESTÁ DE ACIERTO DE COMPRA EL VEHICULO BAJO ESTOS TÉRMINOS:**

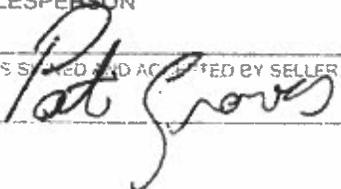
1. \_\_\_\_\_ Buyer/Comprador \_\_\_\_\_
2. \_\_\_\_\_ Buyer/Comprador \_\_\_\_\_
3. \_\_\_\_\_

**(3) The vehicle is sold "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED" unless Seller gives Purchaser a separate written instrument showing the terms of any warranty or service contract given by Seller on its own behalf. If the vehicle is purchased for personal use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier, as set forth above, unless Seller also gives Purchaser a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with Purchaser which applies to the Vehicle. In that event, any implied warranties arising from the sale of the vehicle shall be limited to the duration of Seller's written warranty or service contract. If the vehicle is purchased for commercial use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier. In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied, except for a breach of the implied warranty of merchantability.**

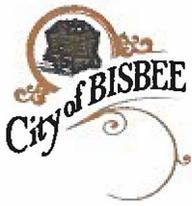
Purchaser, by execution of this Order, represents that Purchaser is of legal age or older and acknowledges that Purchaser has read its terms and conditions and has received a true copy of this Order.  
**NOTICE: WHERE THE DEALER ARRANGES FINANCING, THE DEALER MAY RECEIVE A PORTION OF THE "FINANCE CHARGE" FROM THE LENDER.**

UNDERSTAND THAT IN EVENT CAR PURCHASED HEREIN REQUIRES WARRANTY OR ANY OTHER ADJUSTMENT LEE'S AUTO SALES CANNOT FURNISH REPLACEMENT VEHICLE FOR USE OF CUSTOMER

DEPOSIT RECD 06/29/20  
DUE ON DLVRY 06/29/20

SALESPERSON  
Approved \_\_\_\_\_  
THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY SELLER  


Signed: \_\_\_\_\_ PURCHASER  
#1 HWY 92  
Address: \_\_\_\_\_  
BISBEE, AZ 85603  
Phone (Res) (520) 432-6007 (Bus.) (520) 432-6007



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 7, 2020

Regular  Special

DATE ACTION SUBMITTED: June 29, 2020

REGULAR  CONSENT

TYPE OF ACTION:

RESOLUTION  ORDINANCE  FORMAL ACTION  OTHER

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BISBEE AND STEP UP BISBEE/ NACO, INC. ESTABLISHING A JOINT PARTNERSHIP FOR RESTORATION OF PROPERTY LOCATED AT 121 FORT HUACHUCA LANE.

FROM: Theresa Coleman, City Manager

RECOMMENDATION: Approve Emergency Purchase

PROPOSED MOTION: I move to approve the Memorandum of Understanding between the City of Bisbee and Step Up Bisbee/Naco, Inc. establishing a Joint Partnership for restoration of property located at 121 Fort Huachuca Lane.

DISCUSSION:

Approval of this MOU would allow a partnership to be formed between the City of Bisbee and Step Up Bisbee/Naco, Inc. This will help to address the need for affordable housing in Bisbee.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by:

Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by:

Theresa Coleman
Theresa Coleman
City Manager

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BISBEE  
AND  
STEP UP BISBEE/NACO, INC**

This Memorandum of Understanding (MOU) establishes a joint partnership between The City of Bisbee (the “City”), a political subdivision of the State of Arizona, and Step Up Bisbee/Naco, Inc. (“Step Up”), a non-profit corporation, for the restoration of Parcel No. 102-20-034, commonly referred to as 121 Fort Huachuca Lane (the “Property”).

**I. RECITALS**

**WHEREAS**, the City lacks an adequate supply of affordable housing; and

**WHEREAS**, as a consequence, it is difficult for individuals and families to find housing within the city limits, which negatively influences long term growth of the economy; the City’s ability to attract and retain employees and employers; emergency response times by emergency personnel living outside the city; and reinvestment in the economy by community members who spend more on housing; and

**WHEREAS**, to this end, the City has acquired certain real property which it intends to sell, via restrictive trust deeds, to individuals or families making between 50 and 80 percent of the median family income; and

**WHEREAS**, the City intends to relinquish title to City-owned real property identified herein at no cost to Step Up for the restoration of owner-occupied, affordable housing units; and

**WHEREAS**, the City requires the skills, expertise and labor of Step Up to restore the Property title is transferred to a qualified buyer; and

**WHEREAS**, Step Up, is an ideal partner for the City in that the organization has a proven track record of restoring affordable, owner-occupied housing units in Cochise County; and

**WHEREAS**, Step Up further possesses the organizational capacity to perform all necessary due diligence and project management services, including but not limited to unit design and restoration; and

**WHEREAS**, Step Up oversees volunteer work crews and affords private contractors the opportunity to participate in the restoration of housing units according to a competitive bid process, such process being independent of State of Arizona public contracting procedures; and

**WHEREAS**, the restoration of the Property for a public purpose places an otherwise dilapidated lot back on the market for sale, which allows Step Up to recover its expenses through sale receipts; and

**WHEREAS**, the excess money from the sale of the Property shall be held in Trust for future rehabilitation projects; and

**WHEREAS**, the restoration of the Property for a public purpose places an otherwise dilapidated lot on the property tax rolls, which allows the City to recover its expenses through tax receipts over time; and

**WHEREAS**, Step Up's goal is to restore the property mentioned in this MOU over the 12 month term of this Agreement.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES** above mentioned, for and in consideration of the mutual promise hereafter stated, as follows:

## **II. PURPOSE**

This MOU defines the relationship between the City and Step Up and the roles each Party is expected to play pursuant to restoring the Property. The goal of this partnership is to address the effects of declining neighborhoods created by foreclosures, blight and abandonment and their negative impact on the stability of the respective communities.

## **III. TERMS OF THIS AGREEMENT**

This Agreement shall be effective on the date that it is signed by all parties. Unless extended as provided in this Section 3 or terminated earlier pursuant to Section 10, with the exception of Step Up's continuing obligations, the term of this Agreement shall be for a period of twelve (12) months. This Agreement may be extended for a period of 6 months upon written mutual consent of all parties. Upon expiration or termination, this Agreement shall automatically be extended to govern Step Up's completion of any work previously initiated hereunder.

## **IV. AFFORDABLE HOUSING DEFINED**

For the purpose of this Agreement, the term "affordable housing" means housing acquired by the City, which is marketed and sold to an individual or family making between 50 and 80 percent of median family income and at least one household member employed within the corporate City limits or resides within the corporate City limits.

## **V. STEP UP RESPONSIBILITIES**

Step Up will assign staff and volunteers with knowledge and training in the development and restoration of affordable housing units to perform the following general duties:

### **A. Administrative Services**

1. Coordinate projects;
2. Coordinate with other contracts (e.g. accounting, legal, subcontractors);
3. Develop and manage project budgets;
4. Carry appropriate insurance policies;
5. Conduct marketing efforts for the sale of each unit;
6. Manage money held in Trust to be reinvested into future properties and rehabilitation projects; and
7. Transfer the documents of conveyance recorded by the City to the qualified purchaser of real property.

### **B. Real Estate Development Services**

1. Obtain land use and building permits required for site development in accordance with City Ordinances;
2. Prepare all necessary contracting documents (RFP, contract, notices, etc.);
3. Oversee the contractor selection and award process;
4. Collect necessary documentation from selected contractor per contract terms;
5. Manage restoration from design, site preparation to occupancy of the units;
6. Perform routine progress meetings on site as required;
7. Maintain submittals and project documents;
8. Serve as single point of contact to the City, contractor, key stakeholders;
9. Ensure that land use/building permit and contract terms are satisfied;
10. Provide regular project updates to the City and general public; and
11. Attain a certificate of occupancy from the City.

Additional duties will be performed as mutually agreed upon by Step Up and the City to carry out the objectives of this Agreement.

## **VI. CITY OF BISBEE RESPONSIBILITIES**

The City agrees to provide the following resources to Step Up to facilitate restoration of affordable housing:

1. Facilitate the permitting and inspection process by making them available to Step Up at no cost;
2. Coordinate with Step Up regarding the scope, materials required and final design necessary to restore the Property described in the Development Agreement attached to this MOU;
3. Provide or coordinate homebuyer training courses and manage the application process for prospective buyers;
4. For any portions of any real property containing public utilities and street improvements, the City will allocate staff time to assist Step Up in reconfiguring the property and/or putting easements in place to ensure that utilities and street improvements remain under public ownership and control;
5. Maintain ongoing affordability of the owner-occupied units by recording terms and conditions in documents of conveyance with resale restrictions against the Property that is subject to a build and by enforcing said terms and conditions to ensure that the resale restrictions are applied to each subsequent sale; and
6. Transfer documents of conveyance to Step Up at such time as Step Up obtains certificates of occupancy. Additional deed and sale terms beyond those required by this Agreement may be negotiated by the parties prior to transfer of the Property from the City to Step Up.

## **VII. TIMING OF DEVELOPMENT**

Step Up may initiate a project on the Property as soon as the parties agree to its development and restoration. Step Up shall have applied for and obtained a certificate of occupancy within twelve (12) months of the date a building permit was issued, unless an alternative timeline is authorized in writing by the City.

## **VIII. DISPOSITION OF TRANSFERRED PROPERTY**

Each City parcel shall be subject to a deed of restriction requiring that such property be used expressly for affordable housing from the date a certificate of occupancy is issued until the City repurposes the property. The deed restriction shall further include a reversionary interest in City, ensuring that ownership of the transferred property will return to City in the event that the use limitation, or any other term or condition, is violated.

## **IX. AFFORDABILITY ASSURANCE**

Once a certificate of occupancy is obtained for a unit, and the subject lot is transferred, the City agrees to record and enforce a trust deed against the lot that restricts resale to an amount attainable by an individual or family making between 50 and 80 percent of the median family income.

## **X. TERMINATION**

This Agreement may be terminated upon written mutual consent of all parties specifying the termination date, or by any party upon thirty (30) days' prior written notice.

## **XI. DISPUTE RESOLUTION**

If any disputes, disagreements, or controversies arise between City and Step Up pertaining to the interpretation, validity, or enforcement of this Agreement, upon the request of City or Step Up, the dispute shall be submitted to binding arbitration under the Arizona Revised Uniform Arbitration Act, A.R.S. § 12-3001 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Cochise County Superior Court, upon the request of either party. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

## **XII. INDEMNIFICATION**

A. Step Up shall hold harmless, indemnify, and defend the City from any and all liability, actions, claims, losses, damages, or other costs including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of its duties described in this Agreement, except liability arising out of the sole negligence of the other. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the indemnification provision.

B. The City shall hold harmless, indemnify, and defend Step Up from any and all liability, actions, claims, losses, damages, or other costs including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of its duties described in this Agreement, except liability arising out of the sole negligence of the other. If any aspect of this indemnification shall be found to be illegal or invalid for any reason

whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the indemnification provision.

### **XIII. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS**

Step Up will not unlawfully discriminate against any employee or person served in its performance of this agreement. Further, Step Up agrees to:

- A. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) in regard to persons served; and
- B. Adhere to Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) in regard to employees or applicants for employment; and
- C. Conform to the requirements of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973; and
- D. Satisfy the requirements of the Americans with Disabilities Act; and
- E. Comply with any applicable State or local law that prohibit unlawful discrimination against any employee or person; and
- F. Prevent any funds from this agreement from being used to sponsor, promote, or otherwise to engage in political activities.

### **XIV. ASSIGNMENT**

Step Up may assign any of its responsibilities under this Agreement upon receipt of the City's prior written consent, which consent shall not be unreasonably withheld.

### **XV. AMENDMENTS**

No amendments to this Agreement shall be effective unless made in writing and signed by all parties. There are no understandings, agreements or representations, oral or written regarding this Agreement except as specified or referenced herein.

### **XVI. SEVERABILITY**

If any court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

**XVII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**XVIII. EXECUTION**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same agreement. The City shall provide each party with a set of all executed counterparts. By signature of their authorized representatives below, the parties to this agreement acknowledge that they have read this Agreement, understand it, and agree to be bound.

**XIX. NOTICE**

All notices required by this agreement must be in writing and delivered to the parties at the addresses set forth below.

Step Up Bisbee/Naco, Inc.  
President of the Board of Directors  
P.O Box 1554  
Bisbee, AZ 85603

City of Bisbee  
City Manager  
915 S. Tovreaville Road  
Bisbee, AZ 85603

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum on the dates shown hereunder.

CITY OF BISBEE

STEP UP BISBEE/NACO, INC.

By: \_\_\_\_\_  
Name: Theresa Coleman  
Title: City Manager  
Address: 915 S. Tovreaville Road  
Bisbee, AZ 85603

By: \_\_\_\_\_  
Name: Grady Meadows  
Title: Chairman of the Board  
Address: P.O Box 1554  
Bisbee, AZ 85603

Approved as to Form:

---

James E. Ledbetter, City Attorney



Dear City of Bisbee Council and City Management,

June 29<sup>th</sup>, 2020

Step Up Bisbee Naco (SUBN) is writing this letter of support for the affordable housing program, indicating our desire to partner with the City of Bisbee as indicated through the MOU.

Step Up Bisbee/Naco (SUBN) is a community based, volunteer, non-profit organization dedicated to assuring elderly, mentally and physically disabled, &/or low-income persons can remain in their homes safely, with dignity & independence through volunteer home repair/rehabilitation services, weatherization and accessibility.

SUBN is expanding its mission by partnering with the City of Bisbee to purchase and rehabilitate dilapidated homes in blighted neighborhoods to be sold as affordable housing with historically low interest rates to local moderate-income employees and employers as part of a community development and stabilization program with the added benefit of retaining professionals within the community.

Sincerely,

A handwritten signature in cursive script, appearing to read "Grady meadow".

Grady meadow  
SUBN President



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: July 7, 2020

Regular     Special

**DATE ACTION SUBMITTED:** June 29, 2020

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**  
**RESOLUTION**             **ORDINANCE**             **FORMAL ACTION**             **OTHER**

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BISBEE AND STEP UP BISBEE/ NACO, INC. ESTABLISHING A JOINT PARTNERSHIP FOR RESTORATION OF HOMES WITHIN THE CITY OF BISBEE'S CORPORATE LIMITS.**

**FROM:**            Theresa Coleman, City Manager

**RECOMMENDATION:**            Approve Emergency Purchase

**PROPOSED MOTION:**            I move to approve the Memorandum of Understanding between the City of Bisbee and Step Up Bisbee/Naco, Inc. establishing a Joint Partnership for restoration of homes within the City of Bisbee's corporate limits.

**DISCUSSION:**

Approval of this MOU would allow a partnership to be formed between the City of Bisbee and Step Up Bisbee/Naco, Inc. This will help to address the need for affordable housing in Bisbee.

**FISCAL IMPACT:**

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

**Prepared by:** Ashlee Coronado  
Ashlee Coronado  
City Clerk

**Reviewed by:** Theresa Coleman  
Theresa Coleman  
City Manager

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BISBEE  
AND  
STEP UP BISBEE/NACO, INC**

This Memorandum of Understanding (MOU) establishes a joint partnership between The City of Bisbee (the "City"), a political subdivision of the State of Arizona, and Step Up Bisbee/Naco, Inc. ("Step Up"), a non-profit corporation, for the restoration of homes within the City of Bisbee's corporate limits.

**I. RECITALS**

**WHEREAS**, the City lacks an adequate supply of affordable housing; and

**WHEREAS**, as a consequence, it is difficult for individuals and families to find housing within the city limits, which negatively influences long term growth of the economy; the City's ability to attract and retain employees and employers; emergency response times by emergency personnel living outside the city; and reinvestment in the economy by community members who spend more on housing; and

**WHEREAS**, to this end, the City has acquired certain real property which it intends to sell, via restrictive trust deeds, to individuals or families making between 50% and 80% of the median family income; and

**WHEREAS**, the City intends to relinquish title to City-owned real property identified in the Development Agreements, attached as addendums to this MOU. Title is to be relinquished at no cost to Step Up in exchange for the Step Up restoring owner-occupied, affordable housing units; and

**WHEREAS**, the City requires the skills, expertise and labor of Step Up to restore certain City-owned real property before title is transferred to qualified buyers; and

**WHEREAS**, Step Up, is an ideal partner for the City in that the organization has a proven track record of restoring affordable, owner-occupied housing units in Cochise County; and

**WHEREAS**, Step Up further possesses the organizational capacity to perform all necessary due diligence and project management services, including but not limited to unit design and restoration; and

**WHEREAS**, Step Up oversees volunteer work crews and affords private contractors the opportunity to participate in the restoration of housing units according to a competitive bid process, such process being independent of State of Arizona public contracting procedures; and

**WHEREAS**, the restoration of housing units for a public purpose places otherwise dilapidated lots back on the market for sale, which allows Step Up to recover its expenses through sale receipts; and

**WHEREAS**, the excess money from the sale of real property shall be held in Trust for future rehabilitation projects; and

**WHEREAS**, the restoration of housing units for a public purpose places otherwise dilapidated lots on the property tax rolls, which allows the City to recover its expenses through tax receipts over time; and

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES** above mentioned, for and in consideration of the mutual promise hereafter stated, as follows:

## **II. PURPOSE**

This MOU defines the relationship between the City and Step Up and the roles each Party is expected to play. The goal of this partnership is to address the effects of declining neighborhoods created by foreclosures, blight and abandonment and their negative impact on the stability of the respective communities.

## **III. TERMS OF THIS AGREEMENT**

This Agreement shall be effective on the date that it is signed by all parties. Unless extended as provided in this Section 3 or terminated earlier pursuant to Section 10, with the exception of Step Up's continuing obligations, the term of this Agreement shall be for a period of twelve (12) months. This Agreement may be extended for a period of 6 months upon written mutual consent of all parties. Upon expiration or termination, this Agreement shall automatically be extended to govern Step Up's completion of any work previously initiated hereunder.

## **IV. AFFORDABLE HOUSING DEFINED**

For the purpose of this Agreement, the term "affordable housing" means housing acquired by the City, which is marketed and sold to an individual or family making between 50 and 80 percent of median family income and at least one household member employed within the corporate City limits or resides within the corporate City limits.

## **V. STEP UP RESPONSIBILITIES**

Step Up will assign staff and volunteers with knowledge and training in the development and restoration of affordable housing units to perform the following general duties:

- A. **Administrative Services**
  - 1. Coordinate projects;
  - 2. Coordinate with other contracts (e.g. accounting, legal, subcontractors);
  - 3. Develop and manage project budgets;
  - 4. Carry appropriate insurance policies;
  - 5. Conduct marketing efforts for the sale of each unit;
  - 6. Manage money held in Trust to be reinvested into future properties and rehabilitation projects; and
  - 7. Transfer the documents of conveyance recorded by the City to the qualified purchaser of real property.
  
- B. **Real Estate Development Services**
  - 1. Obtain land use and building permits required for site development in accordance with City Ordinances;
  - 2. Prepare all necessary contracting documents (RFP, contract, notices, etc.);
  - 3. Oversee the contractor selection and award process;
  - 4. Collect necessary documentation from selected contractor per contract terms;
  - 5. Manage restoration from design, site preparation to occupancy of the units;
  - 6. Perform routine progress meetings on site as required;
  - 7. Maintain submittals and project documents;
  - 8. Serve as single point of contact to the City, contractor, key stakeholders;
  - 9. Ensure that land use/building permit and contract terms are satisfied;
  - 10. Provide regular project updates to the City and general public; and
  - 11. Attain a certificate of occupancy from the City.

Additional duties will be performed as mutually agreed upon by Step Up and the City to carry out the objectives of this Agreement.

## **VI. CITY OF BISBEE RESPONSIBILITIES**

The City agrees to provide the following resources to Step Up to facilitate restoration of affordable housing:

- 1. Facilitate the permitting and inspection process by making them available to Step Up at no cost;
- 2. Coordinate with Step Up regarding the scope, materials required and final design necessary to restore the lots described in the Development Agreement attached to this MOU. Property designated for restoration shall

- be mutually agreed to on a lot-by-lot basis. Multiple lots may be incorporated into a single Development Agreement;
3. Provide or coordinate homebuyer training courses and manage the application process for prospective buyers;
  4. For any portions of any real property containing public utilities and street improvements, the City will allocate staff time to assist Step Up in reconfiguring the property and/or putting easements in place to ensure that utilities and street improvements remain under public ownership and control;
  5. Maintain ongoing affordability of the owner-occupied units by recording terms and conditions in documents of conveyance with resale restrictions against each lot that is subject to a build and by enforcing said terms and conditions to ensure that the resale restrictions are applied to each subsequent sale; and
  6. Transfer documents of conveyance to Step Up at such time as Step Up obtains certificates of occupancy. Additional deed and sale terms beyond those required by this Agreement may be negotiated by the parties prior to transfer of an individual City lot to Step Up.

## **VII. TIMING OF DEVELOPMENT**

Step Up may initiate a project on a lot as soon as the parties agree to its development and restoration. Step Up shall have applied for and obtained a certificate of occupancy within (12) months of the date a building permit was issued, unless an alternative timeline is authorized in writing by the City.

## **VIII. DISPOSITION OF TRANSFERRED PROPERTY**

Each City parcel shall be subject to a deed of restriction requiring that such property be used expressly for affordable housing from the date a certificate of occupancy is issued until the City repurposes the property. The deed restriction shall further include a reversionary interest in City, ensuring that ownership of the transferred property will return to City in the event that the use limitation, or any other term or condition, is violated.

## **IX. AFFORDABILITY ASSURANCE**

Once a certificate of occupancy is obtained for a unit, and the subject lot is transferred, the City agrees to record and enforce a trust deed against the lot that restricts resale to an amount attainable by an individual or family making between 50 and 80 percent of the median family income.

## **X. TERMINATION**

This Agreement may be terminated upon written mutual consent of all parties specifying the termination date, or by any party upon thirty (30) days' prior written notice.

## **XI. DISPUTE RESOLUTION**

If any disputes, disagreements, or controversies arise between City and Step Up pertaining to the interpretation, validity, or enforcement of this Agreement, upon the request of City or Step Up, the dispute shall be submitted to binding arbitration under the Arizona Revised Uniform Arbitration Act, A.R.S. § 12-3001 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Cochise County Superior Court, upon the request of either party. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

## **XII. INDEMNIFICATION**

A. Step Up shall hold harmless, indemnify, and defend the City from any and all liability, actions, claims, losses, damages, or other costs including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of its duties described in this Agreement, except liability arising out of the sole negligence of the other. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the indemnification provision.

B. The City shall hold harmless, indemnify, and defend Step Up from any and all liability, actions, claims, losses, damages, or other costs including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of its duties described in this Agreement, except liability arising out of the sole negligence of the other. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the indemnification provision.

### **XIII. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS**

Step Up will not unlawfully discriminate against any employee or person served in its performance of this agreement. Further, Step Up agrees to:

- A. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) in regard to persons served; and
- B. Adhere to Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) in regard to employees or applicants for employment; and
- C. Conform to the requirements of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973; and
- D. Satisfy the requirements of the Americans with Disabilities Act; and
- E. Comply with any applicable State or local law that prohibit unlawful discrimination against any employee or person; and
- F. Prevent any funds from this agreement from being used to sponsor, promote, or otherwise to engage in political activities.

### **XIV. ASSIGNMENT**

Step Up may assign any of its responsibilities under this Agreement upon receipt of the City's prior written consent, which consent shall not be unreasonably withheld.

### **XV. AMENDMENTS**

No amendments to this Agreement shall be effective unless made in writing and signed by all parties. There are no understandings, agreements or representations, oral or written regarding this Agreement except as specified or referenced herein.

### **XVI. SEVERABILITY**

If any court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

**XVII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**XVIII. EXECUTION**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same agreement. The City shall provide each party with a set of all executed counterparts. By signature of their authorized representatives below, the parties to this agreement acknowledge that they have read this Agreement, understand it, and agree to be bound.

**XIX. NOTICE**

All notices required by this agreement must be in writing and delivered to the parties at the addresses set forth below.

Step Up Bisbee/Naco, Inc.  
President of the Board of Directors  
P.O Box 1554  
Bisbee, AZ 85603

City of Bisbee  
City Manager  
915 S. Tovreaville Road  
Bisbee, AZ 85603

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**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum on the dates shown hereunder.

**CITY OF BISBEE**

**STEP UP BISBEE/NACO, INC.**

By: \_\_\_\_\_  
Name: Theresa Coleman  
Title: City Manager  
Address: 915 S. Tovreaville Road  
Bisbee, AZ 85603

By: \_\_\_\_\_  
Name: Grady Meadows  
Title: Chairman of the Board  
Address: P.O Box 1554  
Bisbee, AZ 85603

Approved as to Form:

\_\_\_\_\_  
James E. Ledbetter, City Attorney



Dear City of Bisbee Council and City Management,

June 29<sup>th</sup>, 2020

Step Up Bisbee Naco (SUBN) is writing this letter of support for the affordable housing program, indicating our desire to partner with the City of Bisbee as indicated through the MOU.

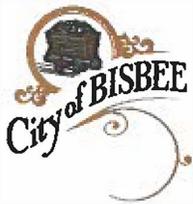
Step Up Bisbee/Naco (SUBN) is a community based, volunteer, non-profit organization dedicated to assuring elderly, mentally and physically disabled, &/or low-income persons can remain in their homes safely, with dignity & independence through volunteer home repair/rehabilitation services, weatherization and accessibility.

SUBN is expanding its mission by partnering with the City of Bisbee to purchase and rehabilitate dilapidated homes in blighted neighborhoods to be sold as affordable housing with historically low interest rates to local moderate-income employees and employers as part of a community development and stabilization program with the added benefit of retaining professionals within the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Grady meadow".

Grady meadow  
SUBN President



**REQUEST FOR MAYOR & COUNCIL ACTION**

**Session of: July 7, 2020**

Regular     Special

**DATE ACTION SUBMITTED:** June 29, 2020

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**

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

**SUBJECT:** **Discussion and Possible Approval of a Court Consolidation Agreement between the City of Bisbee and Cochise County**

**FROM:**            **Theresa Coleman, City Manager**

**RECOMMENDATION:**            **Approve Agreement**

**PROPOSED MOTION:**            **I move to approve the Court Consolidation Agreement between the City of Bisbee and Cochise County**

**DISCUSSION:**

This agreement will provide municipal court services through June 30, 2021.

**FISCAL IMPACT:**

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

**Prepared by:**   
**Ashlee Coronado**  
**City Clerk**

**Reviewed by:**   
**Theresa Coleman**  
**City Manager**

**COURT CONSOLIDATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF BISBEE, ARIZONA  
AND COCHISE COUNTY, ARIZONA**

**THIS IS AN AGREEMENT**, made and entered into by and between the County of Cochise, a body politic, [hereinafter "**COUNTY**"] and the City of Bisbee, a municipal corporation [hereinafter "**CITY**"] and is approved by the County Board of Supervisors, the City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for the Precinct of which the **CITY** is part, as authorized by the powers and authority granted by the laws of the State of Arizona.

**RECITALS**

**WHEREAS**, the **COUNTY** and the **CITY** are authorized to enter into this Intergovernmental Agreement pursuant to A.R.S. §11-951 *et seq.*

**WHEREAS**, the **CITY** enters this Agreement in lieu of establishing or maintaining a municipal court pursuant to A.R.S. §22-402(C).

**WHEREAS**, the **COUNTY** agrees to provide the services of a municipal court through the Bisbee Justice Court, Precinct One as set forth in this Agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. LOCATION AND DESIGNATION**

The municipal court is merged into and consolidated with the Bisbee Justice Court, Precinct One. The Justice Court shall be located at 207 N. Judd, Bisbee, AZ or other suitable location within the **CITY**. The Justice Court Identification Number shall be used for all purposes including any municipal court services performed under this Agreement.

The Bisbee Justice Court, Precinct One, shall provide the services of a municipal court including exercising jurisdiction of all cases arising under the ordinances of the **CITY** pursuant to A.R.S. §11-402(C). The Justice Court shall assume all responsibilities and authority provided by A.R.S. Title 22, Chapter 4 which the **CITY** otherwise would have but for this Agreement.

## **II. DUTIES OF THE COUNTY**

A. The COUNTY will operate the Justice Court and will also be responsible for the performance of the following related functions:

1. The prosecution and defense of all cases which arise during the existence of this Agreement which could have been filed in the City municipal court but for this Agreement.
2. Transportation and incarceration of defendants appearing before the Justice Court, except that the CITY's police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department.
3. Service of process as required by law for parties appearing before the Justice Court as a result of citations or long form complaints.
4. Service of process as required by law for parties appearing before the Justice Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.
5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Justice Court.

B. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all court staff. The County shall be responsible for the administration and management of all compensation, payroll and employee benefits of Justice Court judicial officers and court employees.

C. The Justice Court shall be responsible for the collection of fees, fines, surcharges, City Code administrative fees, and shall make disbursements as may be required by law or rules and regulations of the State of Arizona and the Arizona Supreme Court.

## **III. DUTIES OF CITY**

A. The CITY shall cause all cases which would otherwise be processed in the City municipal court to be referred to and filed with the Justice Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S provision of municipal court services, the CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Justice Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.
2. Issuing, filing, and prosecuting all City Code violations. Prosecution of City Code violations will be done by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY'S provision of municipal court services, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct, including those cases arising within the corporate limits of the CITY.

D. The CITY agrees to pay the COUNTY \$24,760 for municipal court services for FY2020-21. Said payment shall be payable quarterly, in advance, or payment may be made in one lump sum at the beginning of the fiscal year.

E. The County shall consult with the City on the process for selection of a new Justice of the Peace in the event the Board is required to appoint a new Justice of the Peace; provided, however, that the final selection shall be determined by the Board.

#### **IV. INDEMNIFICATION AND INSURANCE**

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

## **V. TERM AND TERMINATION**

A. The term of this Agreement shall begin on July 1, 2020 and shall continue through June 30, 2021.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Justice Court Enhancement Funds (JCEF) will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

## **VI. WAIVER**

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

## **VII. ENTIRE AGREEMENT**

This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

#### **VIII. RIGHTS OF THE PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

#### **IX. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

#### **X. APPROVAL OF THE PARTIES**

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever. Any party may sign this Agreement electronically, with the same force and effect as if signed with pen and ink.

**IN WITNESS WHEREOF**, the COUNTY has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the CITY has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

**APPROVED:**

COUNTY OF COCHISE:

\_\_\_\_\_  
Thomas E. Borer, Chair      Date  
Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Kim Lemons, Clerk      Date  
Board of Supervisors

**APPROVED:**

SUPERIOR COURT IN AND FOR  
THE COUNTY OF COCHISE

\_\_\_\_\_  
Hon. James Conlogue      Date  
Presiding Judge

COCHISE COUNTY ATTORNEY

\_\_\_\_\_  
Brian McIntyre      Date  
Cochise County Attorney

**APPROVED:**

CITY OF BISBEE:

\_\_\_\_\_  
David Smith, Mayor      Date  
City of Bisbee

**ATTEST:**

\_\_\_\_\_  
Ashlee Coronado, City Clerk      Date  
City of Bisbee

**APPROVED:**

JUSTICE COURT, PRECINCT #1  
CITY MAGISTRATE

\_\_\_\_\_  
Hon. Janus Poppe      Date  
JP/City Magistrate

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

RE: Court Consolidation Agreement between the City of Bisbee and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Bisbee, Cochise County, Arizona.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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James Ledbetter  
City Attorney

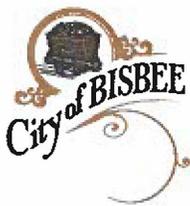
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In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the County of Cochise.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Britt W. Hanson, Of Counsel  
Cochise County Attorney



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 7, 2020

Regular  Special

DATE ACTION SUBMITTED: June 30, 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 CITY ATTORNEY TO PROVIDE LEGAL GUIDANCE ON PENDING MATTERS.

*Per ARS § 38-431.03(a)(3)(4)(7) , 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 and for Discussion or consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.*

FROM: James Ledbetter, City Attorney

RECOMMENDATION: Approve Motion

PROPOSED MOTION: I move that we enter into executive session for the purpose of discussion and consultation with City Attorney to provide legal guidance on pending matters, per ARS § 38-431.03(a)(3)(4)(7)

DISCUSSION:

A public body may go into Executive Session as per Arizona Revised Statute § 38- 431.03 A(3)(4)(7) for the purpose of discussion or consultation 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 and for and for Discussion or consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by:

*Ashlee Coronado*  
Ashlee Coronado  
City Clerk

Reviewed by:

*Theresa Coleman*  
Theresa Coleman  
City Manager