

Due to Covid 19 this meeting will be conducted both in person and electronically by Zoom and Facebook. The public can join, listen and view the meeting as follows:

- City's Facebook page (<https://www.facebook.com/COB118Arizona/>). A Facebook account is not necessary.
- Zoom by calling in at 1-346-248-7799 or by the following link <https://us02web.zoom.us/j/86566557792> the meeting/webinar ID is 865 6655 7792.
- The public can submit comments that will be made part of the record and/or read by a staff member to publiccomment@bisbeeaz.gov . Citizens can also be recognized to personally to speak during the meeting only if they sign up ahead of time using the email address above. All comments or requests to speak shall be submitted no later than by noon of the day of the Internet meeting, recognizing the 3-minute time limit. Please indicate a specific Council Agenda item number or request 'Call to the Public' on matters that are not listed on this agenda. The City Council cannot discuss or take legal action on any matter raised unless it is properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter or may ask that a matter be placed on a future agenda. All City Council meetings are recorded.

AMENDED AGENDA

AMENDED 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, AUGUST 3, 2021 AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL

Councilmember Louis Pawlik, Ward III
Councilmember Joni Giacomino, Ward II
Councilmember Frank Davis, Ward I
Mayor Ken Budge
Councilmember Leslie Johns, Ward I
VACANT, Ward II
Councilmember Anna Cline, Ward III, Mayor Pro Tempore

STAFF

Stephen J. Pauken, 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

Joseph Estes

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 Special Session of the Mayor and Council held on July 8, 2021.
Ashlee Coronado, City Clerk
 - B. Approval of the Minutes of the Regular Session of the Mayor and Council held on July 20, 2021.
Ashlee Coronado, City Clerk
 - C. Approval of the Appointment of Jon Sky to the Appeals Board for the Property Maintenance Code.
Ashlee Coronado, City Clerk
 - D. Approval of the Appointment of Deborah Young to the Parks and Recreation Committee.
Ashlee Coronado, City Clerk
 - E. Approval of a Park, Facility and Right of Way Use Permit for the Bisbee Coalition for the Homeless for the 6th Annual Bisbee Mariachi Festival for Signs, Trash Barrels, Dumpsters, Additional Dumpster Pickup and Parking Spaces on Saturday, November, 6, 2021 from 12:00 pm to 6:00 pm.
Ashlee Coronado, City Clerk
 - F. Approval of a Special Event Liquor License Application submitted by the Bisbee Coalition for the Homeless for the 6th Annual Bisbee Mariachi Festival to be held at the Historic Warren Ballpark located at 99 Arizona Street, Bisbee, AZ on Saturday, November 6, 2021 from 11:00 am to 8:00 pm; Tony Bedolla, Applicant.
Ashlee Coronado, City Clerk
 - G. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an Event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, August 15 and Monday, August 16, 2021; Joseph Charles Frederickson, Applicant.
Ashlee Coronado, City Clerk

OLD BUSINESS

3. Discussion and Possible Approval of Ordinance O-21-13; Authorizing the Re-Recording of a certain Quit Claim Deed to Aileen Weaver to correct the legal description on the property adjacent to 48 Wood Canyon.
Ashlee Coronado, City Clerk

NEW BUSINESS

4. Discussion and Possible Approval for a Compliance Center Contract and a BRForms and Manager Series Contract with Building Reports for Fire Inspection Software.

Jim Richardson, Fire Marshal

5. Public Hearing and Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance o-21-12; Amending Article 6 “General Provisions” Section 6.4 “Walls and Fences” by inserting Screens for the Purpose of Providing an Opportunity for Recreational Courts as Accessory uses in Public use and/or Commercial Historic District, to protect the Integrity of Neighboring Public use and/or Commercial areas, and to Mitigate any Deleterious Impacts on Proximate Properties.

Joe Ward, Building Inspector/Code Enforcement

6. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-21-14, Accepting the Transfer of Real Property from Southeast Arizona Renovations LLC, located at 300 Campbell St, Bisbee.

Stephen Pauken, City Manager

7. Possible Approval of a motion to go into Executive Session for the following matters:

1. An executive session pursuant to A.R.S. § 38-431.03(a)(3)(4) for discussion or consultation on the Gouguet matter.
2. An executive session pursuant to A.R.S. 38-341.03(A)(7) for discussion or consultations with designated representatives of the City in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property known as the Hillcrest Apartments

Per ARS § 38-431.03(A3)(A4)(A7) , 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 Discussions or consultations 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.

Joseph Estes, City Attorney

8. Discussion and Possible Approval of a Settlement and General Release Agreement on the Gouguet Matter.

Joseph Estes, City Attorney

9. **Discussion and Possible Approval of a Letter Agreement for the Hillcrest Apartments.**

Stephen Pauken, City Manager

10. City Manager's Report:

- Main Street Update
- New Hire Announcement
- 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.):

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 76 Erie Street, 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

CITY OF BISBEE
FINANCE DEPARTMENTPayment Approval Report - by GL Account
Report dates: 7/16/2021-7/29/2021Page: 1
Jul 29, 2021 12:29PM

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-2020203 DENTAL INSUR PAYABLE							
2233	DELTA DENTAL of ARIZONA	884253	Dental premiums for Aug 2021	07/18/2021	3,337.27	3,337.27	07/21/2021
2233	DELTA DENTAL of ARIZONA	884254	Cobra Dental premiums for Aug 2	06/18/2021	61.39	61.39	07/21/2021
10-2021001 HEALTH INSURANCE PAYABLE							
6917	BLUE CROSS BLUE SHIELD OF	037849-8-21-A	Health insurance premuim Buy-up	07/17/2021	6,986.04	6,986.04	07/21/2021
6917	BLUE CROSS BLUE SHIELD OF	037849-8-21-A	Health insurance premium Core P	07/17/2021	34,775.67	34,775.67	07/21/2021
10-2021002 ADDITIONAL LIFE INSUR PAYABLE							
5455	MUTUAL OF OMAHA	1219682289	Employer Pd. Life Ins.	06/16/2021	789.08	789.08	07/21/2021
5455	MUTUAL OF OMAHA	1219682289	Voluntary Life & AD&D	06/16/2021	529.54	529.54	07/21/2021
10-2021005 AFLAC INSURANCE PAYABLE							
2111	AFLAC	654152	AFLAC invoice for July	07/25/2021	2,217.75	2,217.75	07/28/2021
10-2021007 VISION CARE INSUR PAYABLE							
2344	VISION SERVICE PLAN	812790333	Vision Care for August 2021	07/18/2021	1,101.28	1,101.28	07/21/2021
Total :					49,798.02	49,798.02	
CITY MANAGER							
10-51-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - City Mgr.	06/16/2021	44.86	44.86	07/21/2021
10-51-24000 PHONES							
6050	VERIZON	9884044325		07/13/2021	51.08	51.08	07/28/2021
Total CITY MANAGER:					95.94	95.94	
FINANCE DEPARTMENT							
10-52-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - Finance	06/16/2021	89.09	89.09	07/21/2021
10-52-41500 OFFICE SUPPLIES							
2412	COPPER QUEEN PUBLISHING	21958	CUTTING S&G BILLS	07/07/2021	17.46	.00	
6340	OFFICE DEPOT	178597025002	THERMAL RECEIPT PAPER	07/15/2021	104.59	.00	
6340	OFFICE DEPOT	181206370001	INK CARTRIDGES	07/02/2021	32.13	.00	
6340	OFFICE DEPOT	181206370001	HIGHLIGHTERS	07/02/2021	10.40	.00	
6340	OFFICE DEPOT	181206370001	ENVELOPES	07/02/2021	45.45	.00	
6340	OFFICE DEPOT	181206370001	COPYHOLDER	07/02/2021	10.61	.00	
6340	OFFICE DEPOT	181206370001	THERMAL ROLLS-CREDIT CAR	07/02/2021	26.32	.00	
6340	OFFICE DEPOT	181549033001	DESKTOP SCANNER	07/06/2021	358.37	.00	
10-52-43120 OTHER FEES							
1829	POSTMASTER - BISBEE MAIN O	21-0720	YEARLY RENEWAL FIRST-CLAS	07/20/2021	245.00	.00	
10-52-43500 POSTAGE & METER TAPES							
6226	WARD, YVONNE	21-0720	REIMBURSEMENT- STAMPS	07/20/2021	18.50	.00	
10-52-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	21-0707	BALANCE FORWARD	07/07/2021	1.99	1.99	07/21/2021
Total FINANCE DEPARTMENT:					959.91	91.08	
CITY CLERK							
10-53-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - City Clerk	06/16/2021	32.76	32.76	07/21/2021
10-53-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	21-0707	LODGING-NWILLIAMS	07/07/2021	324.21	324.21	07/21/2021
10-53-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYMENT SYSTE	21-0707	AZ MUNICIPAL CLERK ELECTIO	07/07/2021	25.00	25.00	07/21/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-53-13500 SUBSCRIPTIONS & DUES							
5989	INTERNATIONAL INSTITUTE OF	21-0706	IIMC MEMBERSHIP APP/WILLIA	07/06/2021	115.00	.00	
10-53-24000 PHONES							
6050	VERIZON	9884044325		07/13/2021	36.44	36.44	07/28/2021
10-53-34000 CONTRACT SERVICES							
4012	DOC UNITED IMAGING, LLC	102421	LASERFICH ANNUAL SUPPORT	07/20/2021	1,281.48	.00	
10-53-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	181206370001	COLORED SHARPIES	07/02/2021	6.62	.00	
10-53-42040 ADVERTISING							
1153	BISBEE OBSERVER	3314	PUBLIC NOTICE/WARD II VACA	07/21/2021	62.74	.00	
Total CITY CLERK:					1,884.25	418.41	
COMMUNITY DEVELOPMENT							
10-54-21000 ELECTRIC - SHELTER							
1097	AZ PUBLIC SERVICE (2 of 3)	1587010000-0	938 Tovreaville Rd Kennel #15870	07/28/2021	244.07	244.07	07/28/2021
10-54-24000 PHONES - SHELTER							
4192	CENTURY LINK	420B-06-21	ANIMAL SHELTER 520-432-6020	07/26/2021	46.97	46.97	07/28/2021
10-54-24001 INTERNET FEES - SHELTER							
4059	SPARKLIGHT	21-0623/AS	Internet Svc-Animal Shelter	07/26/2021	88.94	88.94	07/28/2021
10-54-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	181206370001	BINDER CLIPS	07/02/2021	6.30	.00	
10-54-42040 ADVERTISING							
1153	BISBEE OBSERVER	3304	PUBLIC NOTICE/P&Z ZONING C	07/14/2021	17.15	.00	
10-54-46000 OPERATIONAL EXPENSES							
1016	CARAHSOFT TECHNOLOGY CO	28843106INVR	ECIVIS ANNUAL SUBSCRIPTIO	07/27/2021	845.56	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
6544	FRIENDS OF BISBEE ANIMAL S	21-0801	August 2021 Payment	08/02/2021	5,500.00	5,500.00	07/28/2021
Total COMMUNITY DEVELOPMENT:					6,748.99	5,879.98	
ADMINISTRATION & GENERAL GOV'T							
10-55-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0149540000-0	118 AZ Street - #0149540000	07/28/2021	67.88	67.88	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	1097842562-0	Tovreaville Rd #1097842562	07/28/2021	18.08	18.08	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	4059328029-0	76 Ene St. - #4059328029	07/28/2021	821.79	821.79	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	7290017491-0	2118 Newell St. Naco #72900174	07/28/2021	107.62	107.62	07/28/2021
10-55-22000 WATER							
1106	ARIZONA WATER COMPANY	03109049403-	76 Erie St./Lowell Plaza #031090	07/19/2021	31.88	31.88	07/21/2021
10-55-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002390297	76 Erie St. -#910002390297	07/26/2021	49.10	49.10	07/28/2021
10-55-24000 PHONES							
4192	CENTURY LINK	408B-06-21	FAX 520-432-7647 408B	07/26/2021	34.98	34.98	07/28/2021
4192	CENTURY LINK	422B-06-21	CITY HALL 520-432-7380 422B	07/26/2021	106.68	106.68	07/28/2021
10-55-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	178597025001	FILE FOLDERS-YELLOW	07/06/2021	23.69	.00	
6340	OFFICE DEPOT	181206370001	MARKERS-SHARPIES	07/02/2021	7.93	.00	
6340	OFFICE DEPOT	181206370001	PAPER	07/02/2021	159.64	.00	
6340	OFFICE DEPOT	181206370001	CORRECTION TAPE	07/02/2021	14.31	.00	
10-55-43500 POSTAGE							
6943	CORPORATE PAYMENT SYSTE	21-0707	STAMP SHEETS	07/07/2021	64.30	64.30	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	STAMP SHEETS	07/07/2021	27.39	27.39	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	POSTAGE	07/07/2021	250.00	250.00	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	POSTAGE	07/07/2021	250.00	250.00	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	STAMP SHEETS	07/07/2021	58.51	58.51	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	USPS CHANGE OF ADDRESS	07/07/2021	1.05	1.05	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	POSTAGE	07/07/2021	250.00	250.00	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	POSTAGE	07/07/2021	250.00	250.00	07/21/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6943	CORPORATE PAYMENT SYSTE	21-0707	POSTAGE	07/07/2021	250.00	250.00	07/21/2021
Total ADMINISTRATION & GENERAL GOVT:					2,844.83	2,639.26	
PERSONNEL							
10-56-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - Personnel	06/16/2021	22.43	22.43	07/21/2021
10-56-12500 RECRUITMENT/EMPLOYEE TESTING							
6943	CORPORATE PAYMENT SYSTE	21-0707	JOB FAIR SUPPLIES	07/07/2021	6.58	6.58	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	LIFEGUARD TRAINING REPLEN	07/07/2021	19.97	19.97	07/21/2021
10-56-24000 PHONES							
6050	VERIZON	9884044325		07/13/2021	36.40	36.40	07/28/2021
10-56-42020 PRINTING & REPRODUCTION							
6943	CORPORATE PAYMENT SYSTE	21-0707	LASER ENGRAVING RETIREME	07/07/2021	33.12	33.12	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	ENGRAVING, LONGEVITY GIFT	07/07/2021	15.00	15.00	07/21/2021
Total PERSONNEL:					133.50	133.50	
WATER SYSTEMS							
10-58-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	6224970000-0	Douglas RD Pump - #622497000	07/28/2021	42.83	42.83	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	7117441000-06	Tombstone Cyn Pump #71174410	07/19/2021	235.47	235.47	07/21/2021
10-58-46000 OPERATIONAL EXPENSES							
7072	CINTAS FIRE 636525	OF34529476	EXTINGUISHER SERVICES-PU	07/21/2021	53.98	.00	
Total WATER SYSTEMS:					332.28	278.30	
INFORMATION SYSTEMS							
10-59-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	21-0707	ZOOM	07/07/2021	224.93	224.93	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	LOGMEIN GOTOMEETING	07/07/2021	50.74	50.74	07/21/2021
10-59-55200 NON CAP EQUIP PURCHASES							
6943	CORPORATE PAYMENT SYSTE	21-0707	USB CABLE	07/07/2021	19.53	19.53	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	2 NETWORK SWITCH BOX	07/07/2021	30.66	30.66	07/21/2021
Total INFORMATION SYSTEMS:					325.86	325.86	
POLICE DEPARTMENT							
10-62-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - Police Officers (Sworn)	06/16/2021	425.48	425.48	07/21/2021
5455	MUTUAL OF OMAHA	1219682289	STD/LTD - Police (Non-Sworn)	06/16/2021	97.56	97.56	07/21/2021
10-62-12300 UNIFORMS & CLOTHING							
6474	BOWIE, RYAN	21-0630	UNIFORM ALLOWANCE/bowie	06/30/2021	800.04	.00	
6943	CORPORATE PAYMENT SYSTE	21-0707	UNIFORM/AMOS	07/07/2021	89.42	89.42	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	UNIFORM/ECHAVE	07/07/2021	139.96	139.96	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	UNIFORM/DEFOOR	07/07/2021	426.67	426.67	07/21/2021
6479	FX TACTICAL	11-10018679	UNIFORMS/MORENO	06/23/2021	239.63	.00	
6479	FX TACTICAL	11-10018680	UNIFORMS/MENDOZA	06/23/2021	149.27	.00	
7107	NASH, BRADLEY	21-0713	UNIFORM REIMBURSEMENT	07/13/2021	849.23	.00	
7107	NASH, BRADLEY	21-0713-1	UNIFORM REIMBURSEMENT	07/13/2021	292.91	.00	
10-62-12500 RECRUITMENT/EMPLOYEE TESTING							
6943	CORPORATE PAYMENT SYSTE	21-0707	BACKGROUND CHECKS	07/07/2021	35.07	35.07	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	BACKGROUND CHECKS	07/07/2021	147.95	147.95	07/21/2021
10-62-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	21-0707	LODGING-MORENO	07/07/2021	772.75	772.75	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	LODGING-LONG	07/07/2021	772.75	772.75	07/21/2021
10-62-13400 EDUCATION & TRAINING							
1520	LAW ENFORCEMENT SYSTEMS	216640	5 STAGES OF NTERVIEW & INT	06/28/2021	590.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-62-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0546921000-0	1 W HWY 92 Police #054692100	07/28/2021	1,025.46	1,025.46	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	0625720000-0	938 BTovreaville Rd Impound Lot	07/28/2021	70.15	70.15	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	8692621000-0	129 Tank Hill D - #8692621000	07/28/2021	167.29	167.29	07/28/2021
10-62-22000 WATER							
1106	ARIZONA WATER COMPANY	03109045754-	35 HWY 92 T/CIR #03109045754	07/28/2021	104.98	104.98	07/28/2021
10-62-24000 PHONES							
4192	CENTURY LINK	402B-06-21	POLICE 520-432-2261 402B	07/26/2021	312.24	312.24	07/28/2021
6050	VERIZON	9884044325		07/13/2021	695.92	695.92	07/28/2021
10-62-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	21-0623/BPD	Internet Svc-Police Department	07/29/2021	130.00	130.00	07/28/2021
6050	VERIZON	9884044325		07/13/2021	351.87	351.87	07/28/2021
6050	VERIZON	9884053762	Police Air Cards	07/13/2021	562.12	562.12	07/28/2021
10-62-34000 CONTRACT SERVICES							
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23H6GD	07/03/2021	338.43	338.43	07/21/2021
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23H673	07/03/2021	975.79	975.79	07/21/2021
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23H66W	07/03/2021	973.22	973.22	07/21/2021
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23H6F7	07/03/2021	338.43	338.43	07/21/2021
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23H66S	07/03/2021	989.90	989.90	07/21/2021
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23H66X	07/03/2021	980.44	980.44	07/21/2021
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23H672	07/03/2021	975.79	975.79	07/21/2021
10-62-41500 OFFICE SUPPLIES							
2412	COPPER QUEEN PUBLISHING	21906	BUSINESS CARDS/MENDOZA	05/18/2021	19.91	.00	
6943	CORPORATE PAYMENT SYSTE	21-0707	OFFICE SUPPLIES	07/07/2021	11.32	11.32	07/21/2021
10-62-43500 POSTAGE							
6943	CORPORATE PAYMENT SYSTE	21-0707	STAMPS.COM	07/07/2021	19.72	19.72	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	STAMPS	07/07/2021	25.00	25.00	07/21/2021
10-62-45300 CUSTODIAL SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	21-0707	JANITORIAL SUPPLIES	07/07/2021	54.71	54.71	07/21/2021
10-62-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	21-0707	COMPUTER PARTS	07/07/2021	126.03	126.03	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	COMPUTER PARTS	07/07/2021	51.98	51.98	07/21/2021
5366	MORENO, CARLOS	21-0701	REIMBURSEMENT FOR SMALL	07/01/2021	43.83	.00	
10-62-46621 AMMUNITION							
6943	CORPORATE PAYMENT SYSTE	21-0707	AMMO	07/07/2021	85.36	85.36	07/21/2021
6995	SAN DIEGO POLICE EQUIP CO	647758	AMMUNITION	06/04/2021	422.64	.00	
10-62-46624 MOVING, TOWING, STORAGE EXP							
7000	BARNETT'S TOWING, LLC	452631	TOWING SERVICE	06/27/2021	142.50	.00	
7000	BARNETT'S TOWING, LLC	452708	TOWING SERVICE	06/23/2021	166.25	.00	
7000	BARNETT'S TOWING, LLC	452754	TOWING SERVICE	07/04/2021	237.50	.00	
7000	BARNETT'S TOWING, LLC	452761	TOWING SERVICE	07/09/2021	190.00	.00	
10-62-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	256593	BATTERY	06/29/2021	60.07	.00	
6536	BISBEE NAPA AUTO PARTS	256725	PREMIUM CAPSULES	06/30/2021	23.41	.00	
6536	BISBEE NAPA AUTO PARTS	256767	FUEL CAP	06/30/2021	19.17	.00	
6536	BISBEE NAPA AUTO PARTS	257434	HEADLIGHT CONNECTOR, PRE	07/08/2021	47.62	.00	
6536	BISBEE NAPA AUTO PARTS	257541	AIR FILTER, OIL FILTER	07/09/2021	74.82	.00	
6536	BISBEE NAPA AUTO PARTS	257828	SPARK PLUGS, WIRE	07/13/2021	114.26	.00	
1854	W R RYAN - FIRESTONE	T22034	TIRE REPAIR	06/24/2021	26.58	.00	
Total POLICE DEPARTMENT:					16,783.40	12,273.76	
FIRE DEPARTMENT							
10-64-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD/LTD - Fire	06/16/2021	724.49	724.49	07/21/2021
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	4361690000-0	645 Tombstone Cyn Sta 2 - #4361	07/19/2021	250.62	250.62	07/21/2021
1097	AZ PUBLIC SERVICE (2 of 3)	9079721000-0	192 Hwy 92 Hwy Fire Station #90	07/28/2021	547.27	547.27	07/28/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-64-24000 PHONES							
4192	CENTURY LINK	278B-05-21	FIRE DEPT 520-432-1985 278B	07/26/2021	99.99	99.99	07/28/2021
4192	CENTURY LINK	398B-06-21	FIRE DEPT 520-432-4110 398B	07/26/2021	76.06	76.06	07/28/2021
4192	CENTURY LINK	412B-06-21	FIRE DEPT #2 520-432-6022 412	07/26/2021	56.15	56.15	07/28/2021
6050	VERIZON	9884044325		07/13/2021	182.18	182.18	07/28/2021
10-64-24001 INTERNET ACCESS FEES							
6050	VERIZON	9884044325		07/13/2021	40.01	40.01	07/28/2021
6050	VERIZON	9884053762	Fire Dept Air Cards	07/13/2021	80.02	80.02	07/28/2021
10-64-34010 AMBULANCE BILLING SERVICES							
7071	AMB	03103383-IN	AMBULANCE BILLING-JUNE 21	06/30/2021	1,586.71	.00	
10-64-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	181206370001	PAPER	07/02/2021	31.93	.00	
10-64-45300 CUSTODIAL SUPPLIES							
4672	WAXIE SANITARY SUPPLY	80164810	JANITORIAL SUPPLIES	07/22/2021	170.90	.00	
10-64-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	33519	BATTERY	07/21/2021	76.35	.00	
10-64-47000 PERMITS & LICENSES							
5389	AZ DEPT OF HEALTH SERVICE	21-0727	CON RENEWAL APPLICATION	07/27/2021	50.00	50.00	07/28/2021
10-64-55000 EQUIPMENT REPAIR & MAINT							
6536	BISBEE NAPA AUTO PARTS	257272	OIL	07/06/2021	10.28	.00	
6536	BISBEE NAPA AUTO PARTS	258218	CABLE TIES	07/16/2021	2.84	.00	
10-64-61000 VEHICLE PARTS & LABOR							
1532	CITY OF SIERRA VISTA	3698	FLEET MAINTENANCE-MEDIC 8	07/01/2021	1,997.52	.00	
1854	W R RYAN - FIRESTONE	T22233	TIRE REPLACEMENT	07/15/2021	187.67	.00	
1854	W R RYAN - FIRESTONE	T22292	TIRE REPLACEMENT	07/21/2021	355.38	.00	
1854	W R RYAN - FIRESTONE	T22338	FRONT END ALIGNMNT	07/26/2021	140.00	.00	
Total FIRE DEPARTMENT:					6,666.37	2,106.79	
CITY MAGISTRATE							
10-68-34000 CONTRACT SERVICES							
1412	COCHISE COUNTY TREASURE	21-JP-1	COURT CO-LOCATION AGREE	06/09/2021	24,760.00	24,760.00	07/22/2021
4607	JANUS POPPE	21-0801	August 2021 Magistrate Services	08/02/2021	1,250.00	1,250.00	07/28/2021
Total CITY MAGISTRATE:					26,010.00	26,010.00	
BUILDING & MAINTENANCE							
10-74-34000 CONTRACT SERVICES							
7072	CINTAS FIRE 636525	OF34529471	EXTINGUISHER SERVICES-CO	07/21/2021	132.05	.00	
7072	CINTAS FIRE 636525	OF34529493	EXTINGUISHER SERVICES-AIR	07/21/2021	111.45	.00	
7072	CINTAS FIRE 636525	OF34529494	EXTINGUISHER SERVICES-PO	07/21/2021	78.61	.00	
7072	CINTAS FIRE 636525	OF34529519	EXTINGUISHER SERVICES-CH	07/21/2021	313.48	.00	
6172	MMPC	76078	PEST CONTROL	04/26/2021	330.00	.00	
10-74-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4090039049	JANITORIAL SUPPLIES	07/14/2021	7.84	.00	
7060	CINTAS	4090691175	JANITORIAL SUPPLIES	07/21/2021	7.84	.00	
10-74-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	33555	BATTERY, LED EMERG LIGHT	07/26/2021	65.18	.00	
1659	ACE HARDWARE	33560	CREDIT	07/26/2021	46.57	.00	
1862	B&D LUMBER & HARDWARE	185232	TAPE, PVC ELBOW, PVC UNION	07/22/2021	65.44	.00	
5349	GRASP HEATING & COOLING , I	1425	REPAIR AC UNIT, THERMOSTAT	07/07/2021	317.50	.00	
10-74-50101 ERIE ST. REPAIRS							
1531	AIR FLOW SYSTEMS	1054	A/C NOT WORKING, BREAKER	07/15/2021	166.50	.00	
10-74-50102 HILLCREST EXPENSE							
3181	COCHISE COUNTY TREASURE	21-0721	ROLL-OFF DUMPSTER RENTAL/	07/21/2021	300.00	300.00	07/21/2021
Total BUILDING & MAINTENANCE:					1,849.32	300.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PUBLIC WORKS ADMINISTRATION							
10-75-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - PW-Admin.	06/16/2021	71.06	71.06	07/21/2021
10-75-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	2518290000-0	404 Bisbee Rd - #2518290000	07/28/2021	42.28	42.28	07/28/2021
10-75-22000 WATER							
1106	ARIZONA WATER COMPANY	03112030003-0	404 Bisbee Rd - PW 0311203000	07/19/2021	.44	.44	07/21/2021
10-75-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002556920	404 Bisbee Rd.- #910002556920	07/26/2021	38.82	38.82	07/28/2021
10-75-24000 PHONES							
6050	VERIZON	9884044325		07/13/2021	97.34	97.34	07/28/2021
10-75-34000 CONTRACT SERVICES							
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23L79J	07/03/2021	105.90	105.90	07/21/2021
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23L7B3	07/03/2021	105.91	105.91	07/21/2021
10-75-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4090039049	JANITORIAL SUPPLIES	07/14/2021	7.83	.00	
7060	CINTAS	4090691175	JANITORIAL SUPPLIES	07/21/2021	7.83	.00	
10-75-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	21-0707	METAL W/PRINTED AND LAMIN	07/07/2021	198.54	198.54	07/21/2021
Total PUBLIC WORKS ADMINISTRATION:					675.95	660.29	
GARAGE							
10-77-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - PW Garage	06/16/2021	16.71	16.71	07/21/2021
10-77-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	Tovreaville Rd Warehouse - 50%	07/28/2021	190.07	190.07	07/28/2021
10-77-24000 PHONES							
4192	CENTURY LINK	418B-06-21	PW GARAGE 520-432-6044 418	07/26/2021	110.27	110.27	07/28/2021
4192	CENTURY LINK	430B-06-21	GARAGE 520-432-1983 430B	07/26/2021	70.59	70.59	07/28/2021
6050	VERIZON	9884044325		07/13/2021	72.80	72.80	07/28/2021
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4090039027	UNIFORMS-GARAGE	07/14/2021	15.54	.00	
7060	CINTAS	4090691138	UNIFORMS-GARAGE	07/21/2021	15.54	.00	
7060	CINTAS	9137362082	WATERBREAK COOLER-AGREE	07/01/2021	48.87	.00	
7072	CINTAS FIRE 636525	OF34529491	EXTINGUISHER SERVICES-GA	07/21/2021	255.23	.00	
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23L79J	07/03/2021	211.82	211.82	07/21/2021
10-77-42060 INVENTORIED TOOLS							
6536	BISBEE NAPA AUTO PARTS	258320	MULTI-METER TRUEBLUE, RET	07/19/2021	103.15	.00	
6943	CORPORATE PAYMENT SYSTE	21-0707	WINCH, HITCH RECEIVER, REP	07/07/2021	877.70	877.70	07/21/2021
10-77-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4090039038	JANITORIAL SUPPLIES	07/14/2021	25.92	.00	
7060	CINTAS	4090691091	JANITORIAL SUPPLIES	07/21/2021	25.92	.00	
10-77-46000 OPERATIONAL EXPENSES							
6536	BISBEE NAPA AUTO PARTS	258320	GOJO CREME W/PUM	07/19/2021	17.19	.00	
Total GARAGE:					2,057.32	1,549.96	
BUILDING INSPECTOR							
10-79-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - Bldg Inspector	06/16/2021	22.43	22.43	07/21/2021
10-79-24001 INTERNET							
6050	VERIZON	9884044325		07/13/2021	19.58	19.58	07/28/2021
10-79-41500 OFFICE SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	21-0707	BUILDING PERMIT PAPER	07/07/2021	37.71	37.71	07/21/2021
10-79-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	185286	9V BATTERY	07/26/2021	3.83	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-79-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	258767	OIL FILTER, OIL, OCTANE BOOS	07/23/2021	42.93	.00	
Total BUILDING INSPECTOR:					126.48	79.72	
PARKS							
10-80-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - Parks	06/16/2021	28.39	28.39	07/21/2021
10-80-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0655901000-0	E Vista Park - #0655901000	07/28/2021	38.98	38.98	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	3984490000-0	Main St Park - #3984490000	07/28/2021	84.37	84.37	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	6333950000-0	Goar Park - #6333950000	07/28/2021	46.72	46.72	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	6621361000-0	E Vista Court - #6621361000	07/28/2021	54.92	54.92	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	6730341000-0	Brewery Gulch C Park #67303410	07/28/2021	52.37	52.37	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	9158520000-0	Vista Park - #9158520000	07/28/2021	38.98	38.98	07/28/2021
10-80-22000 WATER							
1106	ARIZONA WATER COMPANY	03106053651-	Grassy Park- Restrooms 0310605	07/19/2021	360.76	360.76	07/21/2021
1106	ARIZONA WATER COMPANY	03106058001-	City Park Brewery - Parks 031060	07/19/2021	16.36	16.36	07/21/2021
1106	ARIZONA WATER COMPANY	03109012304-	Goar Park -#03109012304	07/19/2021	66.40	66.40	07/21/2021
1106	ARIZONA WATER COMPANY	03109045722-	Traffic Circle #03109045722	07/19/2021	64.23	64.23	07/21/2021
1106	ARIZONA WATER COMPANY	03109069151-	Saginaw Park - Parks # 03109069	07/19/2021	25.71	25.71	07/21/2021
1106	ARIZONA WATER COMPANY	03112037563-0	Mule Mtn Gdn - Parks 031120375	07/19/2021	.06	.06	07/21/2021
1106	ARIZONA WATER COMPANY	03112038121-0	Vista Park - Parks 03112038121	07/19/2021	1.38	1.38	07/21/2021
1106	ARIZONA WATER COMPANY	03112039072-0	W Vista & Hoatson - Parks 03112	07/19/2021	29.81	29.81	07/21/2021
1106	ARIZONA WATER COMPANY	03112040621-0	Lower E Vista & Tener Bthrm 0311	07/19/2021	1.95	1.95	07/21/2021
1106	ARIZONA WATER COMPANY	03112040651-0	Lower Vista Park - Parks 031120	07/19/2021	1.15	1.15	07/21/2021
1106	ARIZONA WATER COMPANY	03112040703-0	Az St & Cole Ave Irrigation - 0311	07/29/2021	68.81	68.81	07/28/2021
1106	ARIZONA WATER COMPANY	03112085601-0	Paul Park Warren - Parks 031120	07/19/2021	1.09	1.09	07/21/2021
10-80-24000 PHONES							
6050	VERIZON	9884044325		07/13/2021	87.48	87.48	07/28/2021
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4090039019	UNIFORMS-PARKS	07/14/2021	10.88	.00	
7060	CINTAS	4090691212	UNIFORMS-PARKS	07/21/2021	21.76	.00	
1893	LAL ENTERPRISES, INC	29777	PORTA POTS	06/30/2021	124.75	.00	
10-80-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	33439	ST SERVICE KIT, COMET, SCOU	07/13/2021	30.52	.00	
1659	ACE HARDWARE	33449	TP	07/15/2021	40.97	.00	
1862	B&D LUMBER & HARDWARE	185056	PAINT TRAY KIT	07/14/2021	12.05	.00	
1862	B&D LUMBER & HARDWARE	185072	PAINT	07/15/2021	33.15	.00	
1862	B&D LUMBER & HARDWARE	185073	VALVE KEY	07/15/2021	6.87	.00	
1862	B&D LUMBER & HARDWARE	185074	MOSQUITO DUNKS	07/15/2021	12.67	.00	
1862	B&D LUMBER & HARDWARE	185222	GAS CAN, ENGINE OIL	07/22/2021	38.96	.00	
10-80-46802 LANDSCAPING MATERIALS							
1862	B&D LUMBER & HARDWARE	185075	IRON, LAWN GRASS SEED, LA	07/15/2021	23.39	.00	
1862	B&D LUMBER & HARDWARE	185079	LAWN SOIL, LAWN GRASS SEE	07/15/2021	50.31	.00	
1337	EADS CONSTRUCTION	8491	ROCK	07/14/2021	179.30	.00	
10-80-61000 REPAIRS & MAINT - VEHICLES							
6536	BISBEE NAPA AUTO PARTS	258366	AIR FILTER, OIL FILTER, OCTAN	07/19/2021	38.32	.00	
Total PARKS:					1,693.82	1,069.92	
SWIMMING POOL							
10-81-12500 RECRUITMENT/EMPLOYEE TESTING							
6943	CORPORATE PAYMENT SYSTE	21-0707	BACKGROUND CHECKS	07/07/2021	23.57	23.57	07/21/2021
10-81-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	2409211000-06	Quality Hill - Pool #2409211000	07/28/2021	1,106.19	1,106.19	07/28/2021
10-81-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	185028	PUMP INSECT REPEL, DRY INS	07/14/2021	28.06	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1862	B&D LUMBER & HARDWARE	185161	POWER PLUNGER	07/20/2021	5.05	.00	
1862	B&D LUMBER & HARDWARE	185277	COPPER TUBE, DRILL BIT, PUS	07/26/2021	40.29	.00	
1862	B&D LUMBER & HARDWARE	185290	BATTERY, GALV STRAP, DRILL	07/26/2021	46.63	.00	
1862	B&D LUMBER & HARDWARE	185292	XL DUOPOWER	07/26/2021	7.79	.00	
6943	CORPORATE PAYMENT SYSTE	21-0707	POOL THERMOMETER	07/07/2021	13.14	13.14	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	LIFEGUARD STORE	07/07/2021	110.34	110.34	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	IPHONE CASE, WHITE BOARD	07/07/2021	84.14	84.14	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	PAPER WRISTBANDS	07/07/2021	23.88	23.88	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	ROPE FLOAT, ROPE, ROPE HO	07/07/2021	289.36	289.36	07/21/2021
1583	LACHLAN GEE	21-0613	FIRST AID FANNY PACK, TRUN	06/13/2021	41.53	.00	
4577	LESLIE'S POOL SUPPLY, INC	00649-02-0143	JUMBO TABS	07/23/2021	299.49	.00	
1586	MADISON MOREDOCK	21-0614	FIRST AID FANNY PACK, SWIMS	06/14/2021	44.34	.00	
1591	MIGUEL MORENO	21-0726	TRUNKS, FIRST AID FANNY PA	07/26/2021	33.94	.00	
1514	MINDY CORDOVA	21-0613	LIFEGUARD TRAINING-MORED	06/13/2021	150.00	150.00	07/21/2021
1514	MINDY CORDOVA	21-0613	LIFEGUARD TRAINING-GEE	06/13/2021	150.00	150.00	07/21/2021
1514	MINDY CORDOVA	21-0613	LIFEGUARD TRAINING-ANDERS	06/13/2021	150.00	150.00	07/21/2021
1514	MINDY CORDOVA	21-0720	LIFEGUARD TRAINING-VANSCH	07/20/2021	150.00	150.00	07/21/2021
1514	MINDY CORDOVA	21-0720	LIFEGUARD TRAINING-BLAKEL	07/20/2021	150.00	150.00	07/21/2021
1514	MINDY CORDOVA	21-0720	LIFEGUARD TRAINING-STEVEN	07/20/2021	150.00	150.00	07/21/2021
1514	MINDY CORDOVA	21-0720	LIFEGUARD TRAINING-DAILY	07/20/2021	150.00	150.00	07/21/2021
1577	SAMANTHA LAWRENCE	21-0719	LIFEGUARD RE-CERTIFICATIO	07/19/2021	50.00	50.00	07/21/2021
Total SWIMMING POOL:					3,297.74	2,750.62	
LIBRARY							
10-83-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - Library	06/16/2021	44.48	44.48	07/21/2021
10-83-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	3331410000-0	6 MAIN St Library - Library -#3331	07/28/2021	505.28	505.28	07/28/2021
10-83-22000 WATER							
1106	ARIZONA WATER COMPANY	03106016751-	Library - Lib 03106016751	07/19/2021	11.98	11.98	07/21/2021
10-83-24000 PHONES							
4192	CENTURY LINK	414B-06-21	LIBRARY 520-432-4232 414B	07/26/2021	204.99	204.99	07/28/2021
10-83-24001 INTERNET ACCESS							
4059	SPARKLIGHT	21-0623/LIB	Internet Svc-Library	07/29/2021	840.13	840.13	07/28/2021
10-83-34000 CONTRACT SERVICES							
7072	CINTAS FIRE 636525	OF34529441	EXTINGUISHER SERVICES-LIB	07/21/2021	103.24	.00	
1499	RICOH USA, INC	35298959	COPIER MAINT AGRMNT/LIB	07/16/2021	101.28	.00	
10-83-46831 BOOKS							
4926	AMAZON	433458978997	BOOKS	06/12/2021	50.06	.00	
4926	AMAZON	447977443358	BOOKS	06/11/2021	117.09	.00	
4926	AMAZON	533845766338	BOOKS	06/22/2021	21.75	.00	
4926	AMAZON	548638364559	BOOKS	07/07/2021	195.36	.00	
4926	AMAZON	578964948993	BOOKS	06/20/2021	16.98	.00	
4926	AMAZON	644835363384	BOOKS	06/12/2021	91.24	.00	
4926	AMAZON	655539973444	BOOKS	06/29/2021	20.39	.00	
4926	AMAZON	664547846334	BOOKS	06/22/2021	10.95	.00	
4926	AMAZON	688659776933	BOOKS	06/29/2021	137.73	.00	
4926	AMAZON	845436494995	BOOKS	06/22/2021	97.72	.00	
4926	AMAZON	869438735639	BOOKS	07/07/2021	6.98	.00	
10-83-46832 AUDIO VISUAL MATERIAL							
4926	AMAZON	437773688868	DVDS	07/07/2021	15.98	.00	
4926	AMAZON	597335785668	DVDS	06/21/2021	17.96	.00	
10-83-46833 CHILDRENS MATERIALS							
4926	AMAZON	433969933438	CHILDREN'S MATERIAL	06/23/2021	36.91	.00	
4926	AMAZON	436998456944	CHILDREN'S MATERIAL	06/24/2021	44.42	.00	
4926	AMAZON	446897664669	CHILDREN'S MATERIAL	06/24/2021	51.99	.00	
4926	AMAZON	456785744949	CHILDREN'S MATERIAL	06/23/2021	10.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4926	AMAZON	496745358488	CHILDREN'S MATERIAL	06/16/2021	20.80	.00	
4926	AMAZON	649378848584	CHILDREN'S MATERIAL	06/23/2021	53.50	.00	
4926	AMAZON	756354974974	CHILDREN'S MATERIAL	06/24/2021	14.93	.00	
4926	AMAZON	888468785798	CHILDREN'S MATERIAL	06/24/2021	11.47	.00	
4926	AMAZON	957559538334	CHILDREN'S MATERIAL	06/28/2021	4.99	.00	
10-83-46834 PERIODICALS							
6943	CORPORATE PAYMENT SYSTE	21-0707	MAGAZINE RENEWAL	07/07/2021	99.99	99.99	07/21/2021
10-83-47000 PERMITS & LICENSES							
6943	CORPORATE PAYMENT SYSTE	21-0707	NEWSPAPER SUBSCRIPTION	07/07/2021	74.90	74.90	07/21/2021
Total LIBRARY:					3,036.17	1,781.75	
SENIOR CITIZENS CENTER							
10-85-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	8339841000-0	300 Collins Rd. #8339841000	07/28/2021	645.12	645.12	07/28/2021
10-85-24000 PHONES							
4192	CENTURY LINK	416B-06-21	SENIOR CENTER 520-432-2167	07/26/2021	71.12	71.12	07/28/2021
10-85-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	21-0723/SC	Internet Svc- Senior Center	07/26/2021	70.00	70.00	07/28/2021
10-85-34000 CONTRACT SERVICES							
6172	MMPC	81393	PEST CONTROL-SC	07/21/2021	50.00	.00	
Total SENIOR CITIZENS CENTER:					836.24	766.24	
Total GENERAL FUND:					126,156.39	109,029.40	
GENERAL GOVERNMENT GRANTS							
GRANT EXP - GENERAL GOVT							
11-40-22522 TINTOWN PAVING & IMPR PHASE 1							
6659	SOUDER, MILLER & ASSOC	972607920	CDBG GRANT/BID ADMINISTRA	06/23/2021	5,070.00	.00	
11-40-22800 DEMA-FIRE SUPPRESSION SYSTEM							
6853	THE WLB GROUP, INC	118032A004-0	SURVEY, KICK OFF MEETING, H	07/19/2021	33,910.75	.00	
Total GRANT EXP - GENERAL GOVT:					38,980.75	.00	
Total GENERAL GOVERNMENT GRANTS:					38,980.75	.00	
TRANSIENT ROOM TAX							
FUND EXPENDITURES							
20-40-13500 SUBSCRIPTIONS & MEMBERSHIPS							
6488	TUCSON HISPANIC CHAMBER	11844	MEMBERSHIP DUES	07/20/2021	350.00	.00	
20-40-24000 PHONES							
4192	CENTURY LINK	500B-06-21	VISITOR CENTER 520-432-3554	07/26/2021	54.92	54.92	07/28/2021
20-40-42040 ADVERTISING							
6943	CORPORATE PAYMENT SYSTE	21-0707	SOCIAL MEDIA WIX APP	07/07/2021	5.25	5.25	07/21/2021
20-40-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	21-0707	LEAGUE OF AZ CITI AC	07/07/2021	210.00	210.00	07/21/2021
Total FUND EXPENDITURES:					620.17	270.17	
Total TRANSIENT ROOM TAX:					620.17	270.17	
STREETS							
FUND EXPENDITURES							
21-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - Street	06/16/2021	69.08	69.08	07/21/2021
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	4470670000-0	60 Brewer Gulch Sp 3 - #4470670	07/28/2021	41.58	41.58	07/28/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1097	AZ PUBLIC SERVICE (2 of 3)	4877951000-0	Hwy 92 DD #4877951000	07/28/2021	12.53	12.53	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	5254161000-0	951 Naco Hwy #5254161000	07/28/2021	88.74	88.74	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	5847770000-0	60 Brewer Gulch Sp 2 - #5847770	07/28/2021	54.54	54.54	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	25% Streets	07/28/2021	95.03	95.03	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	7700160000-0	60 Brewer Gulch Sp 4 - #7700160	07/28/2021	41.58	41.58	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	8186260000-0	170 Hwy 92 - #690982286	07/28/2021	113.91	113.91	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	8583641000-0	60 Brewer Gulch Sp 1 - #8583641	07/28/2021	65.63	65.63	07/28/2021
1879	AZ PUBLIC SERVICE (3 of 3)	AR0480007772	UTILITY POLES/STREETS	07/08/2021	1,725.65	.00	
21-40-24000 PHONES							
6050	VERIZON	9884044325		07/13/2021	207.24	207.24	07/28/2021
21-40-34000 CONTRACT SERVICES							
7060	CINTAS	4090039095	UNIFORMS-STREETS	07/14/2021	52.57	.00	
7060	CINTAS	4090691126	UNIFORMS-STREETS	07/21/2021	52.57	.00	
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23H6FR	07/03/2021	338.43	338.43	07/21/2021
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23L79J	07/03/2021	211.82	211.82	07/21/2021
6853	THE WLB GROUP, INC	118032A005-0	SURVEY, HYDROLOGY, HYDRA	07/19/2021	3,625.00	.00	
21-40-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HARDWARE	185217	HAMMER BITS	07/22/2021	15.88	.00	
21-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	33515	HYDRAULIC CEMENT	07/21/2021	39.11	.00	
1659	ACE HARDWARE	33557	GEAR TIE	07/26/2021	6.98	.00	
1862	B&D LUMBER & HARDWARE	185032	WHITE MARKING PAINT	07/14/2021	15.59	.00	
1862	B&D LUMBER & HARDWARE	185033	HILLMAN	07/14/2021	7.32	.00	
1862	B&D LUMBER & HARDWARE	185035	PREMIX CONCRETE	07/14/2021	15.26	.00	
1862	B&D LUMBER & HARDWARE	185063	FENDER WASH, POWER BIT, S	07/15/2021	23.97	.00	
1862	B&D LUMBER & HARDWARE	185127	ENGINE OIL, GAS CAN	07/19/2021	46.27	.00	
1862	B&D LUMBER & HARDWARE	185163	BLUE ZIR FLAP DISC	07/20/2021	64.31	.00	
1862	B&D LUMBER & HARDWARE	185165	ANCHORS	07/20/2021	19.73	.00	
1862	B&D LUMBER & HARDWARE	185167	ROCKITE CEMENT	07/20/2021	76.06	.00	
1862	B&D LUMBER & HARDWARE	185175	BRASS NIPPLE, BRASS HEX BU	07/20/2021	15.94	.00	
1862	B&D LUMBER & HARDWARE	185179	BRASS HEX BUSH, BRASS NIP	07/20/2021	.53	.00	
1862	B&D LUMBER & HARDWARE	185186	ANCHORS	07/20/2021	43.84	.00	
1862	B&D LUMBER & HARDWARE	185217	FHP CONCR, REBAR, LUMBER	07/22/2021	171.55	.00	
1862	B&D LUMBER & HARDWARE	185234	MASON LINE, HEX SOCKET	07/22/2021	19.32	.00	
1862	B&D LUMBER & HARDWARE	185236	PREMIX CONCRETE	07/22/2021	66.11	.00	
1862	B&D LUMBER & HARDWARE	185281	COVER, LINE MARKER W/FRAM	07/26/2021	70.29	.00	
1862	B&D LUMBER & HARDWARE	185288	SPRAY PAINT	07/26/2021	24.55	.00	
6536	BISBEE NAPA AUTO PARTS	258048	SHOP TOWELS, AIR FRESHENE	07/15/2021	7.11	.00	
3434	CENTERLINE SUPPLY WEST, IN	ORD0040599	SIGNS/ STREETS	07/16/2021	801.46	.00	
21-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	258319	HYD HOSE FITTINS, HYDHOSE	07/19/2021	38.41	.00	
6536	BISBEE NAPA AUTO PARTS	258727	BELT, TENSIONER ASSEM	07/23/2021	51.91	.00	
Total FUND EXPENDITURES:					8,437.40	1,340.11	
Total STREETS:					8,437.40	1,340.11	
HOUSING INITIATIVE							
45-40-46000 OPERATIONAL EXPENSES							
2314	COCHISE COUNTY TREASURE	21-0614	PROPERTY TAX-102-05-03101-1	06/14/2021	182.04	182.04	07/22/2021
Total :					182.04	182.04	
Total HOUSING INITIATIVE:					182.04	182.04	

AIRPORT FUND

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FUND EXPENDITURES							
50-40-22000 WATER							
1584	NACO WATER COMPANY LLC	090016500-07-	Airport Water	07/19/2021	37.14	37.14	07/21/2021
50-40-24000 PHONES							
4192	CENTURY LINK	703B-06-21	AIRPORT 520-432-6980 703B	07/26/2021	36.55	36.55	07/28/2021
Total FUND EXPENDITURES:					73.69	73.69	
Total AIRPORT FUND:					73.69	73.69	
POLICE SPECIAL REVENUE& GRANTS							
FUND EXPENDITURES							
53-40-35005 COMMUNICATIONS SYSTEM							
6854	LEAVITT COMMUNICATIONS	7070738	RADIO PROJECT EQUIPMENT	06/24/2021	454.43	.00	
Total FUND EXPENDITURES:					454.43	.00	
Total POLICE SPECIAL REVENUE& GRANTS:					454.43	.00	
SEWER FUND							
FUND EXPENDITURES							
54-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1219682289	STD - Sewer	06/16/2021	22.43	22.43	07/21/2021
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0516740000-0	42 Warren Cut Off Rd. Swr Bldg B	07/28/2021	862.80	862.80	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	2478030000-0	302 Teran St. #2478030000	07/28/2021	47.58	47.58	07/28/2021
1097	AZ PUBLIC SERVICE (2 of 3)	2954210000-0	42 Warren Cut Off Rd. Swr Bldg A	07/28/2021	55.76	55.76	07/28/2021
54-40-22000 WATER							
1106	ARIZONA WATER COMPANY	03109050451-	6 W. HWY 80	07/19/2021	25.71	25.71	07/21/2021
1106	ARIZONA WATER COMPANY	03109081151-0	Highway 80-Sewer Pond - Acct #	07/19/2021	116.24	116.24	07/21/2021
54-40-24000 PHONES							
4192	CENTURY LINK	424B-06-21	46 S. AZ ST-WW 520-432-6035 4	07/26/2021	35.56	35.56	07/28/2021
6050	VERIZON	9884044325		07/13/2021	156.81	156.81	07/28/2021
54-40-24001 INTERNET ACCESS FEE							
6050	VERIZON	9884044325		07/13/2021	19.30	19.30	07/28/2021
54-40-34000 CONTRACT SERVICES							
7060	CINTAS	4090039077	UNIFORMS-WW	07/14/2021	34.44	.00	
7060	CINTAS	4090691184	UNIFORMS-WW	07/21/2021	34.44	.00	
1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23L7B3	07/03/2021	211.82	211.82	07/21/2021
6923	PAID IN FULL	3226-063021	AGENCY COMMISSION DUE	06/30/2021	1,535.76	.00	
54-40-42060 INVENTORIED TOOLS							
6943	CORPORATE PAYMENT SYSTE	21-0707	CF MIXER	07/07/2021	408.32	408.32	07/21/2021
54-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	33434	SCREWDRIVER, BATTERIES	07/13/2021	10.23	.00	
1659	ACE HARDWARE	33447	INSECT REPELLANT	07/15/2021	18.29	.00	
1659	ACE HARDWARE	33448	SHOCK GRANULE, OFF, NOZZL	07/15/2021	38.01	.00	
1659	ACE HARDWARE	33532	SPRAYPAINT, PAINT	07/22/2021	25.38	.00	
1659	ACE HARDWARE	33561	MOTOMIX	07/26/2021	28.87	.00	
1862	B&D LUMBER & HARDWARE	185282	HTH SHOCK, NAIL, STAKE SUR	07/26/2021	17.45	.00	
6943	CORPORATE PAYMENT SYSTE	21-0707	LIENS RELEASED	07/07/2021	230.63	230.63	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	LIENS RELEASED	07/07/2021	32.00	32.00	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	LIENS RELEASED	07/07/2021	17.00	17.00	07/21/2021
54-40-46543 MANHOLE, PIPE & FITTINGS							
1659	ACE HARDWARE	33487	PIPE PVC	07/19/2021	31.66	.00	
1862	B&D LUMBER & HARDWARE	185134	ABS DWV CC	07/19/2021	87.67	.00	
4922	FERGUSON ENTERPRISES #10	8991353	CLAY PVC COUP, BLUE SEAL	07/01/2021	252.88	.00	
54-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	258537	DEF, HD DIACUT	07/21/2021	67.18	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6536	BISBEE NAPA AUTO PARTS	258543	INCN STP TURN KIT	07/21/2021	12.05	.00	
6536	BISBEE NAPA AUTO PARTS	258551	SPLICE CONNECTOR	07/21/2021	4.41	.00	
Total FUND EXPENDITURES:					4,440.68	2,241.96	
Total SEWER FUND:					4,440.68	2,241.96	

SANITATION FUND**FUND EXPENDITURES****56-40-11501 STANDARD DISABILITY INSURANCE**

5455	MUTUAL OF OMAHA	1219682289	STD - Sanitation	06/16/2021	120.51	120.51	07/21/2021
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56-40-21000 ELECTRIC

1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	25% Sanitation	07/28/2021	95.03	95.03	07/28/2021
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56-40-24000 PHONES

6050	VERIZON	9884044325		07/13/2021	144.86	144.86	07/28/2021
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56-40-34000 CONTRACT SERVICES

7060	CINTAS	4090039009	UNIFORMS-SANITATION	07/14/2021	36.23	.00	
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7060	CINTAS	4090691120	UNIFORMS-SANITATION	07/21/2021	36.23	.00	
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5392	COCHISE COUNTY FLEET MAIN	BISBEE 21-11	FLEET CHARGES-JUNE 21/SAN	07/19/2021	69.30	.00	
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1110	ENTERPRISE FM TRUST	FBN4248108	Vehicle Lease-23L7B3	07/03/2021	211.81	211.81	07/21/2021
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56-40-46000 OPERATIONAL EXPENSES

1659	ACE HARDWARE	33496	BEV COOLER, ROD WELD, FLA	07/20/2021	72.59	.00	
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1862	B&D LUMBER & HARDWARE	185026	INSECT REPEL, DRY INSECT R	07/14/2021	18.75	.00	
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6536	BISBEE NAPA AUTO PARTS	258163	UV DYE, TED TAC	07/16/2021	68.11	.00	
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56-40-46562 RECYCLING PROGRAM

1862	B&D LUMBER & HARDWARE	185021	INSECT REPEL	07/14/2021	14.01	.00	
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6536	BISBEE NAPA AUTO PARTS	257807	WIPERS	07/13/2021	23.74	.00	
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7060	CINTAS	4090039040	UNIFORMS-RECYCLING	07/14/2021	56.20	.00	
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7060	CINTAS	4090691204	UNIFORMS-RECYCLING	07/21/2021	56.20	.00	
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1893	LAL ENTERPRISES, INC	29777	PORTA POTS/RECYCLING-TRA	06/30/2021	74.75	.00	
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6050	VERIZON	9884044325		07/13/2021	244.53	244.53	07/28/2021
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56-40-61000 VEHICLE PARTS & LABOR

6536	BISBEE NAPA AUTO PARTS	258550	AIR FILTER, WIPER BLADE, NO	07/21/2021	56.31	.00	
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Total FUND EXPENDITURES:					1,399.16	816.74	
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Total SANITATION FUND:					1,399.16	816.74	
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QUEEN MINE FUND**FUND EXPENDITURES****59-40-11501 STANDARD DISABILITY INSURANCE**

5455	MUTUAL OF OMAHA	1219682289	STD - Queen Mine	06/16/2021	72.16	72.16	07/21/2021
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59-40-12300 UNIFORMS & CLOTHING

6023	PLANET COTTON	130613	UNIFORM- T-SHIRTS	07/15/2021	74.10	.00	
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59-40-12500 RECRUITMENT/EMPLOYEE TESTING

6943	CORPORATE PAYMENT SYSTE	21-0707	BACKGROUND CHECKS	07/07/2021	23.57	23.57	07/21/2021
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59-40-13400 EDUCATION & TRAINING

6943	CORPORATE PAYMENT SYSTE	21-0707	CPR & FIRSTAID	07/07/2021	419.25	419.25	07/21/2021
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6943	CORPORATE PAYMENT SYSTE	21-0707	CPR & FIRSTAID	07/07/2021	41.85	41.85	07/21/2021
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59-40-21000 ELECTRIC

1097	AZ PUBLIC SERVICE (2 of 3)	8295240000-0	HWY 80 Tour - QM - #829524000	07/28/2021	828.41	828.41	07/28/2021
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59-40-22000 WATER

1106	ARIZONA WATER COMPANY	03109024701-	Queen Mine - #03109024701	07/19/2021	85.68	85.68	07/21/2021
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59-40-24000 PHONES

4192	CENTURY LINK	406B-06-21	QUEEN MINE 520-432-2071 406	07/26/2021	148.68	148.68	07/28/2021
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6050	VERIZON	9884044325		07/13/2021	51.08	51.08	07/28/2021
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59-40-24001 INTERNET ACCESS FEE

4059	SPARKLIGHT	21-0623/QM	Internet Svc-Queen Mine	07/26/2021	78.99	78.99	07/28/2021
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
59-40-41500 OFFICE SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	21-0707	NEWSPAPER SHEETS, BAGS, L	07/07/2021	805.88	805.88	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	RECLOSABLE BAGS	07/07/2021	89.33	89.33	07/21/2021
6399	WIST OFFICE PRODUCTS	2133451	TONER	07/01/2021	31.79	.00	
6399	WIST OFFICE PRODUCTS	2138430	TONER	07/21/2021	31.79	.00	
6399	WIST OFFICE PRODUCTS	2138489	BUSINESS CARDS, DYMO LABE	07/21/2021	64.76	.00	
6399	WIST OFFICE PRODUCTS	2138489	CREDIT	07/21/2021	43.08-	.00	
6399	WIST OFFICE PRODUCTS	2139049	CREDIT	07/22/2021	14.36-	.00	
6399	WIST OFFICE PRODUCTS	2139049	DYMO LABEL	07/22/2021	43.08	.00	
6399	WIST OFFICE PRODUCTS	2139524	DYMO LABEL	07/23/2021	14.36	.00	
59-40-42060 INVENTORIED TOOLS							
6943	CORPORATE PAYMENT SYSTE	21-0707	WRENCH	07/07/2021	30.17	30.17	07/21/2021
59-40-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	33488	LIME-AWAY, GLOVES, INSECT K	07/19/2021	39.65	.00	
4672	WAXIE SANITARY SUPPLY	80146688	PAPER TOWELS, TOILET TISSU	07/14/2021	313.13	.00	
59-40-46591 MERCHANDISE							
1581	AUTHENTIC CARDS	17861	MAGNETS, POSTCARDS	07/16/2021	106.56	.00	
6943	CORPORATE PAYMENT SYSTE	21-0707	BOTTLED WATER	07/07/2021	54.87	54.87	07/21/2021
6943	CORPORATE PAYMENT SYSTE	21-0707	COPPER EARRINGS	07/07/2021	1,000.00	1,000.00	07/21/2021
6201	IMAGINE CLAYWORKS	3054	MAGNETS, ORNAMENTS	07/20/2021	279.00	.00	
6381	IMPACT PHOTOGRAPHICS, INC	INV016261	MINI BUILDING BLOCKS	07/19/2021	59.50	.00	
7001	JB SALES	21-0717	KEYRINGS, MAGNETS, PLACE	07/17/2021	180.03	.00	
1226	JP COOKE COMPANY	682542	BRASS ID TAGS	07/22/2021	243.75	.00	
5876	PILGRIM IMPORTS	00104793	ORNAMENTS	07/06/2021	458.92	.00	
6023	PLANET COTTON	130613	MAGNETS, T-SHIRTS	07/15/2021	3,179.60	.00	
1343	TEX MEX IMPORTING CO., INC	82300	CHESS BOARDS, ONYX LAMPS	07/13/2021	1,736.51	.00	
5999	WONDERSTONE	18-2080	COASTERS, MAGNETS	07/22/2021	184.15	.00	
59-40-55100 REPAIR & MAINT - OTHER							
1659	ACE HARDWARE	33421	SEAL TAPE, CONNECTOR, BLA	07/11/2021	35.75	.00	
1659	ACE HARDWARE	33492	FASTENERS	07/19/2021	9.00	.00	
1659	ACE HARDWARE	33521	BATTERY	07/21/2021	13.96	.00	
6943	CORPORATE PAYMENT SYSTE	21-0707	URINAL VALVE, PIPING	07/07/2021	144.27	144.27	07/21/2021
Total FUND EXPENDITURES:					10,916.14	3,874.19	
Total QUEEN MINE FUND:					10,916.14	3,874.19	
MISC. GRANTS							
FUND EXPENDITURES							
78-40-23008 LIBRARY LSTA GRANT,FED THRU AZ							
6943	CORPORATE PAYMENT SYSTE	21-0707	G-SUITE SUBSCRIPTION	07/07/2021	22.83	22.83	07/21/2021
78-40-23115 CQCH ARPA GRANT							
1578	COPPER QUEEN COMMUNITY	21-0728	PULMONARY FUNCTION TESTE	07/28/2021	31,352.00	31,352.00	07/28/2021
Total FUND EXPENDITURES:					31,374.83	31,374.83	
Total MISC. GRANTS:					31,374.83	31,374.83	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-41607 CITY OPERATING EXPENSE							
6050	VERIZON	9884053762	Bisbee Bus	07/13/2021	55.75	55.75	07/28/2021
Total FUND EXPENDITURES:					55.75	55.75	
Total BISBEE BUS FUND:					55.75	55.75	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					223,091.43	149,258.88	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 3, 2021

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 29, 2021

REGULAR ☐ **CONSENT** ☒

TYPE OF ACTION:

RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: APPROVAL OF THE MINUTES OF THE SPECIAL SESSION OF MAYOR AND COUNCIL HELD ON JULY 8, 2021 AT 7:00 PM

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Special Session of Mayor and Council held on July 8, 2021 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: Steve Pauken
Steve Pauken
City Manager

MINUTES

MINUTES OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON THURSDAY, JULY 8, 2021 AT 7:00 PM VIA ZOOM.

THE MEETING WAS CALLED TO ORDER BY MAYOR BUDGE AT 7:02 PM.

ROLL CALL

COUNCIL

Councilmember Louis Pawlik, Ward III	Excused
Councilmember Joni Giacomino, Ward II	
Councilmember Frank Davis, Ward I	
Mayor Ken Budge	
Councilmember Leslie Johns, Ward I	
Councilmember Joan Hansen, Ward II	Excused
Councilmember Anna Cline, Ward III, Mayor Pro Tempore	

STAFF

Stephen J. Pauken, City Manager
Ashlee Coronado, City Clerk
Joelle Landers, Personnel Director
Jesus Haro, Public Works Director
Albert Echave, Police Chief
George Castillo, Fire Chief

CITY ATTORNEY

Joseph Estes

INVOCATION: Mayor Budge asked for a moment of silence to remember those that were lost in the condo collapse in Florida. He also asked that everyone keep the first responders in their thoughts as well.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Ms. Landers and Mr. Macoviak acknowledged Alison Williams, Library Program Coordinator for being included in the Library Journals Movers and Shakers 2021.
- Ms. Landers and Mr. Haro recognized a longevity recognition for Raul Hidalgo
- Ms. Landers and Chief Echave recognized a longevity recognition for Reserve Officer Montgomery

CALL TO THE PUBLIC

- Ms. Landers read a letter from Sonia Hernandez who spoke in opposition of the Shared Use Path.
- Ms. Landers read a letter from Rose Hall who spoke in support of the Shared Use Path.
- Ms. Landers read a letter from Lauren Jennings who spoke in support of the Shared Use Path.
- Ms. Landers read a letter from Molly Harico who spoke in support of the Shared Use Path.
- Ms. Landers read a letter from Carl Stedder who spoke in support of the Shared Use Path.
- Ms. Landers read a letter from Roberta Barak who spoke in support of items 5 and 8.
- Ms. Landers read a letter from Kay Schmitdt who spoke in support of the Shared Use Path.
- Ms. Landers read a letter from Alex Hernandez who spoke in opposition of the Shared Use Path.
- Ms. Landers read a letter from Ben Lepley who spoke in support of the Shared Use Path.

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 \$244,648.99 subject to availability of funds.

SECOND: Councilmember Davis

Councilmember Cline asked questions about items that had been purchased.

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of the Mayor and Council held on June 15, 2021.

Ashlee Coronado, City Clerk

- B. Approval of the Appointment of Dan Callaghan to the Airport Advisory Commission.

Ashlee Coronado, City Clerk

- C. Approval of the Appointment of Denise Whisman to the Police and Fire Advisory Committee.

Ashlee Coronado, City Clerk

- D. Approval of the Resignation of Mike Normand from the Board of Adjustment.

Ashlee Coronado, City Clerk

- E. Approval of the Resignation of Marsha Mayer from the Parks and Recreation Committee.

Ashlee Coronado, City Clerk

- F. Approval of a Park, Facility and Right of Way Use Permit for the Senior Class 2021 Dance for the use of Main Street between Subway and Post Office to Celebrate Graduating Class of 2021 from the Bisbee High School to be held on Saturday July 17, 2021 from 4:30pm to 11:30pm; with waiver of fees.

Ashlee Coronado, City Clerk

- G. Approval of a Park, Facility, and Right-of-Way use permit for the use of Various Streets, Parking Spaces and Staircases along with Higgins Hill Park for the Bisbee 1000 Stair Climb on Saturday, October 16, 2021, from 5:00AM to 2:00PM.

Ashlee Coronado, City Clerk

- H. Approval of a Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for a Staff Appreciation Day for Chiricahua Community Health Centers, Inc on Saturday, August 14, 2021 from 11:00 am to 3:00 pm.

Ashlee Coronado, City Clerk

Ms. Coronado informed Mayor Budge that there was someone who signed to speak about this item.

MOTION: Mayor Budge moved to approve Consent Agenda Items A-F and H.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

2G. G. Approval of a Park, Facility, and Right-of-Way use permit for the use of Various Streets, Parking Spaces and Staircases along with Higgins Hill Park for the Bisbee 1000 Stair Climb on Saturday, October 16, 2021, from 5:00AM to 2:00PM.

Andrew Laws spoke about a sign that was painted on the wall near his business. He said it was for a event that no longer existed. He said that this was an illegal sign.

MOTION: Mayor Budge moved to approve Consent Agenda item 2G.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

OLD BUSINESS

3. Discussion and Possible Approval of a Permanent Extension of Premises/ Patio Permit application submitted by Electric Brewing, Located at 1326 W Highway AZ-92 #8, Fredrickson Joseph Charles, Applicant.

Ashlee Coronado, City Clerk

Mayor Budge noted that we had received confirmation from the laundromat that was next door showing their support for this extension.

MOTION: Councilmember Davis moved to approve the Permanent Extension of Premises/ Patio Permit application submitted by Electric Brewing, Located at 1326 W Highway AZ-92 #8, Fredrickson Joseph Charles. Applicant.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

NEW BUSINESS

4. Personnel Announcements- Steven Gardner retirement from Bisbee Police Department.
Joelle Landers, Personnel Director

Chief Echave and Ms. Landers recognized Steven Gardner for his retirement from the Bisbee Police Department after 24 years. They thanked him for his service.

5. Discussion and Possible Approval of the Job Classification for Community Development, Planner.
Joelle Landers, Personnel Director

Ms. Landers explained that this position would be dedicated to grant opportunities and planning activities. They would also take on the Design Review Board and Planning and Zoning Commission.

Mr. Pauken said that he knew that there had been discussion out there as to what exactly this planner position would be doing. The fact was that grant writing was a standard line in every job description that pertains to planning. There was nothing in the description that specifically referred to transportation planning. He went on to say that there would be times when this planner would be asked to do things that pertained to some transportation activities. He said that there were a lot of pressing priorities. He thanked Mayor and Council for their cooperation and thanked staff for putting this position together.

Meggen Connolley, said that she had been working on the bike project for a couple of years. It was a priority of hers to do something about the climate crisis and to try to create alternative options to get people around town and not use cars. She said that she had collected fifteen letters of support from residents, council and school district along with twenty-three letters from small business owners. She thought this was a clear pathway to economic development. This needed to be a priority.

Council agreed that they were happy to see a position like this come back.

MOTION: Councilmember Cline moved to approve the job classification for Community Development, Planner.

SECOND: Councilmember Davis

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

6. Discussion and Possible approval the Park, Facility, and Right-of-Way Use Permit for the use of the City Pool for the Boys and Girls Club End of Summer Party on July 22, 2021 from 10:00 am to 2:30 pm with a waiver of fees.

Jesus Haro, Public Works Director

Mr. Haro explained that this was a private party and would close the pool on a normal open day.

MOTION: Councilmember Davis moved to approve the Park, Facility, and Right-of-Way Use Permit for the use of the City Pool for the Boys and Girls Club End of Summer Party on July 22, 2021 from 10:00 am to 2:30 pm with a waiver of fees.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

7. Discussion and Possible Approval of the Park, Facility, and Right-of-Way Use Permit for the use of the City Pool for the Library Summer Reading Program Pool Party on July 23, 2021 from 12:00 pm to 2:00 pm with a waiver of fees.

Jesus Haro, Public Works Director

Mr. Haro explained that this was the same situation as the last item.

MOTION: Mayor Budge moved to approve the Park, Facility, and Right-of-Way Use Permit for the use of the City Pool for the Library Summer Reading Program Pool Party on July 23, 2021 from 12:00 pm to 2:00 pm with a waiver of fees.

SECOND: Councilmember Giacomino

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

8. Presentation, Discussion and Possible Action on the Shared Use Path Feasibility Study.

Stephen Pauken, City Manager

Mr. Pauken said that this was the Shared Use Path Feasibility Study. The consultant Brent Crowther from Kimley Horn was here tonight to present the study.

Mr. Crowther gave a presentation of the Shared Use Path Feasibility Study and answered questions from Mayor and Council.

Ms. Landers read from Stephen Moramarco, said while he wanted to see a bike path. Neither of the plans were sensible. He thought this needed to be reworked.

Ms. Landers read a letter from Donna Pulling Encouraging Council to vote for Plan B of the Study and prioritize it for grant funding. She also submitted a petition to Council requesting immediate improvements to increase safety for cyclists and pedestrians.

Andrew Laws, said that he was in favor of a Bike Path, he thought it was outrageous not to move forward with something immediately.

Meggen Connolley, thanked everyone for their involvement over the last two years. She was focused on climate change, health and economic stability. This would help the town and prevent deaths.

Coriana Eastman, thanked everyone for all the work done on this project. She shared her experience with walking to and from Old Bisbee. She said that she supported plan B and it was a great plan.

Swaneagle Fitzgerald, thanked everyone for their hard work on this issue. She said it was important to her that plan B succeeded.

Tracey Sheppard, asked Council to make this project a priority. She said that this was a very dangerous stretch of road.

Mayor and Council further discussed the different options and asked questions to Mr. Crowther.

MOTION: Mayor Budge moved to approve the Shared Use Path Feasibility Study Plan B and to look for possible funding.

SECOND: Councilmember Davis

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns and Mayor Budge.

NAYS: Councilmember Cline

MOTION PASSED: AYES -4 NAYS -1

9. Discussion and Possible Approval to sell surplus garbage trucks.
Jesus Haro, Public Works Director

Mr. Haro explained that thanks to the approval to purchase new garbage trucks. They were now asking permission to sell the surplus ones on govedeals.com.

MOTION: Mayor Budge moved to approve the sale of three surplus garbage trucks.

SECOND: Councilmember Johns

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

10. Discussion and Possible Approval to change the rate monthly passes on the Bisbee Bus for Senior and Disabled riders.

Jesus Haro, Public Works Director

Mr. Haro explained this approval of this increase would encourage riders to obtain a free pass and allow us to use the grant funds provided. We were at risk of losing the grant if we didn't take advantage of it.

MOTION: Mayor Budge moved to approve the rate change for monthly passes on the Bisbee Bus for senior and disabled riders to \$15.00 per month.

SECOND: Councilmember Johns

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

11. City Manager's Report:

- Other Current events (No Discussion)
- Mr. Pauken reported on the following:
 - Award notification for the Coronavirus Local Fiscal Recovery Fund.
 - Visitor Center Manager position and opening the Visitor Center again.
 - Staff will prepare a booth for the Arizona League of Cities and Towns Conference.
 - Update on the Hillcrest Working Group
 - Update on the Area Master Mobility Plan by landowners.
 - Update on the Surplus Vehicle Disposal.
 - Main Street Drainage Update.
 - State Shared Revenue
 - Pullout at the Waterfall closed
 - Notice of Violation on City Hall Building 118 Arizona St.

12. Discussion and Possible Acceptance of the Resignation of Councilmember Joan Hansen and Discussion and Recommendation for scheduling to fill this vacancy.
Ken Budge, Mayor

Mayor Budge said that he appreciated all the work she had done and to her dedication to the City.

MOTION: Mayor Budge moved to accept the resignation of Councilmember Joan Hansen and moved that we set a date of August 3, 2021, to appoint a replacement Councilmember for this position.

SECOND: Councilmember Giacomino

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Davis, Johns, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

13. Possible Approval of a motion to go into Executive Session for the following matters:

1. An executive session pursuant to A.R.S. § 38-431.03(a)(3)(4) for discussion or consultation on the Gouguet matter.

Per ARS § 38-431.03(A3)(A4) , 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.

Joseph Estes, City Attorney

This item was pulled from the agenda.

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.):

MOTION: Councilmember Davis moved to adjourn the meeting.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 10:07 PM

Ken Budge, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 3, 2021

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 29, 2021

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 JULY 20, 2021 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 July 20, 2021 at 7:00 PM

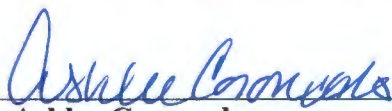
DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:


Ashlee Coronado
City Clerk

Reviewed by:


Steve Pauken
City Manager

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, JULY 20, 2021 AT 7:00 PM VIA ZOOM.

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

ROLL CALL

COUNCIL

Councilmember Louis Pawlik, Ward III

Councilmember Joni Giacomino, Ward II

Councilmember Frank Davis, Ward I

Mayor Ken Budge

Councilmember Leslie Johns, Ward I Excused

VACANT, Ward II

Councilmember Anna Cline, Ward III, Mayor Pro Tempore

STAFF

Stephen J. Pauken, 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

Joseph Estes

INVOCATION: Mayor Budge asked for a moment of silence to think about the first responders that were shot in Tucson.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

CALL TO THE PUBLIC

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 \$312,078.66 subject to availability of funds.

SECOND: Mayor Budge

Councilmember Giacomino asked about the water bills and why they were so high.

Mr. Haro explained that this was construction, paving and watering for the 4th of July.

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Davis, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

2. Approval of the Consent Agenda

A. Approval of the Appointment of Nicholas Fuqua to the Airport Advisory Commission.
Ashlee Coronado, City Clerk

B. Approval of a Liquor License Application for the Speedway #2975, located at 504
Highway 92, Bisbee, AZ; Andrea Lewkowitz, Applicant.
Ashlee Coronado, City Clerk

MOTION: Councilmember Cline moved to approve Consent Agenda items A and B.

SECOND: Councilmember Davis

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Davis, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

OLD BUSINESS

NEW BUSINESS

3. Public Presentation by Corky Poster of Poster, Mirto, McDonald on the completed Library Building Condition Assessment.

Jason Macoviak, Library Manager

Mr. Macoviak introduced Corky Poster of Poster, Mirto, McDonald. They had completed the assessment on the Library building.

Mr. Poster gave an overview of the building assessment.

Mr. Pauken said that he had gone through the report and wanted to confirm a few things first. Mr. Pauken said he was concerned that placing HVAC on the roof would impose a considerably larger load than the swamp coolers and he was aware that the electrical needed to be upgraded first. He said that there needed to be more invasive testing to determine to a greater degree what the actual structural integrity of the building. He was disappointed that we did not have more information on the structure of the 111-year-old building.

Mr. Poster said that it was a good point but from their perspective all of the structure issues that were identified on the report were surface issues that don't affect the general structure of the building. Even though we can't see the bones of the building any problems with those bones would telegraph into the building itself. There were no signs that they could see that would indicate a problem.

4. Discussion and Possible Approval of Renewal of eCivis Master Subscription and Service Agreement.
Keri Bagley, Finance Director

Ms. Bagley said that this was the annual renewal of the eCivis Agreement. This allowed us to research and apply for grants.

MOTION: Councilmember Cline moved to approve the eCivis Master Subscription and Service Agreement for service through August 31, 2022

SECOND: Councilmember Davis

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Davis, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

5. Discussion and Possible Approval to sign a Memorandum of Understanding (MOU) with the City of Sierra Vista to purchase dumpsters and roll-out totes.

Jesus Haro, Public Works Director

Mr. Haro explained that this was previously approved at the June 1, 2021 regular session of Mayor and Council. The City of Sierra Vista preferred using a MOU to meet their requirements.

MOTION: Mayor Budge moved to approve the MOU with the City of Sierra Vista to purchase dumpsters and roll-out totes.

SECOND: Councilmember Pawlik

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Davis, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

6. Discussion and Possible Approval to enter into the Airports Coronavirus Response Grant Program.

Jesus Haro, Public Works Director

Mr. Haro explained that the Airport had been awarded up to \$13,000 through this program. This can be used for airport maintenance or debt service. There was no match for this grant.

MOTION: Councilmembers Pawlik moved to enter into the Airports Coronavirus Response Grant Program.

SECOND: Councilmember Davis

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Davis, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

7. Discussion and Possible Approval of Amendment #2 to the Professional Services Agreement between the City of Bisbee and Dog Cat Mouse Media LLC, for Marketing and Design Services.

Stephen Pauken, City Manager

Mr. Pauken explained that this was the second amendment of the contract with Dog Cat Mouse for tourism and marketing services. There was now an ad out to restore the position of tourism manager. We hope to have that filled by September. He discussed with the CEO of Dog Cat Mouse that this would be a transition year. If we cancel there would be a 30 day notice required.

MOTION: Councilmember Davis moved to approve Amendment #2 to the Professional Services Agreement between the City of Bisbee and Dog Cat Mouse Media LLC, for Marketing and Design Services
SECOND: Mayor Budge

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Davis, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

8. Discussion and Possible Approval of an Agreement with Centurylink to provide analog phone service for City buildings.

Ashlee Coronado, City Clerk

Ms. Coronado explained that this was an agreement for phone services for City Buildings on State Contract. This was a three-year contract.

MOTION: Mayor Budge moved to approve the agreement with Centurylink to provide analog phone service for City buildings.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Davis, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

9. Discussion and Possible Approval of the Notice of Intent to adopt Ordinance O-21-13; Authorizing the Re-Recording of a certain Quit Claim Deed to Aileen Weaver to correct the legal description on the property adjacent to 48 Wood Canyon.

Ashlee Coronado, City Clerk

Ms. Coronado explained that it was brought to our attention that there was an issue with a legal description on a property that was auctioned back in 2016. Approval of this Ordinance would clear that problem up for the property owner.

MOTION: Councilmember Pawlik moved to approve the Notice of Intent to adopt Ordinance O-21-13; Authorizing the Re-Recording of a certain Quit Claim Deed to Aileen Weaver to correct the legal description on the property adjacent to 48 Wood Canyon.

SECOND: Mayor Budge

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Davis, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

10. City Manager's Report:

- Mr. Pauken had Mr. Haro gave an update on Main Street Drainage
- Other Current events (No Discussion)

11. Possible Approval of a motion to go into Executive Session for the following matters:

1. An executive session pursuant to A.R.S. § 38-431.03(a)(3)(4) for discussion or consultation on the Gouguet matter.
2. An executive session pursuant to A.R.S. § 38-431.03(a)(3)(4) Discussion or consultation with the Attorney of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding the contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation on a Notice of Claim from Kenneth and Mary Alice Budge.

Per ARS § 38-431.03(A3)(A4) , 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.

Joseph Estes, City Attorney

MOTION: Mayor Budge moved to enter into Executive Session

SECOND: Councilmember Davis

MOTION PASSED: UNANIMOUSLY

MOTION: Mayor Budge moved to come out of Executive Session

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

12. Discussion and Possible Approval of the Project Agreement and Engagement with Revolutionary HR Consulting.

Joelle Landers, Personnel Director

MOTION: Mayor Budge moved to approve the Project Agreement and Engagement with Revolutionary HR Consulting.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Pawlik, Giacomino, Davis, Cline, and Mayor Budge.

NAYS: 0

MOTION PASSED: AYES -5 NAYS -0

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.):

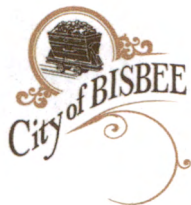
MOTION: Councilmember Davis moved to adjourn the meeting.

SECOND: Councilmember Giacomino

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 8:44 PM

Ken Budge, Mayor

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: August 3, 2021☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 27, 2021REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐SUBJECT: **APPROVAL OF THE APPOINTMENT OF JON SKY TO THE APPEALS BOARD
FOR THE PROPERTY MAINTENANCE CODE**FROM: **Nina Williams, Deputy City Clerk**RECOMMENDATION: **Approve**PROPOSED MOTION: **I move to approve the appointment of Jon Sky to the Appeals Board
for the Property Maintenance Code.**

DISCUSSION:**Mr. Sky has submitted his application for appointment to the Appeals Board for the Property
Maintenance Code.****If approved, Mr. Sky will serve on the Board from August 4, 2021 to January 15, 2024.**

FISCAL IMPACT: **N/A****DEPARTMENT LINE ITEM ACCOUNT:** **N/A****BALANCE IN LINE ITEM IF APPROVED:** **N/A**

Prepared by:

**Nina Williams,
Deputy City Clerk**

Reviewed by:

**Ashlee Coronado,
City Clerk**



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

RECEIVED

Date of Application: July 22 21

JUL 26 2021

City Clerk's Office
City of Bisbee

*** Board interested to serve:**

- | | | |
|---|---|---|
| ☐ Airport Advisory Committee | ☐ Bisbee Arts Commission | ☐ Board of Adjustment |
| ☒ Board of Appeals | ☐ Charter Review Committee | ☐ Civil Service Commission |
| ☐ Committee on Disability Issues | ☐ Evergreen Cemetery Committee | ☐ Design Review Board |
| ☐ Employee Council | ☐ Library Advisory Board | ☒ Appeals Board for the Property Maintenance Code |
| ☐ Parks and Recreation Committee | ☐ Planning and Zoning Commission | ☐ Police and Fire Advisory Committee |
| ☐ Public Safety Retirement Board | ☐ Streets and Infrastructure Committee | ☐ Transit Advisory Committee |
| ☐ Youth Council | | |

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

Sky Jon K
Last Name First Name Middle Initial

[REDACTED]
Mailing Address Number Street City State Zip Code

[REDACTED]
Residential Street Address

[REDACTED]
Telephone Number(s):

[REDACTED]
Email Address:

* I have been a resident of Bisbee for life years * Are you currently on any Boards? No

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

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

Employed): High School Ex-Son of Nat. Name Car Sales man
collection agent, telemarketer, Electrician, Plumber,
framer, mason, operator, roofer, machanic,

Please provide a brief summary of Civic/Volunteer Experience:

I was on the
Design review board for a term

Other Background Information Relevant to Serving in this Position:

I have been on
boards and I know bisbee well

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

I will live and
die in bisbee and I want to help with
its future

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

marijuana charge
Assault charge

WAIVER REQUEST (If Applicable):

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

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

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

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

Signature: _____

Date: _____

July 22 21

When complete, please return to:

City Clerk Office P.O. Box 4601, Bisbee, AZ 85603

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

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: August 3, 2021☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 20, 2021REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐SUBJECT: **APPROVAL OF THE APPOINTMENT OF DEBORAH YOUNG TO THE PARKS
AND RECREATION COMMITTEE**FROM: **Nina Williams, Deputy City Clerk**RECOMMENDATION: **Approve**PROPOSED MOTION: **I move to approve the appointment of Deborah Young to the Parks
and Recreation Committee.****DISCUSSION:****Ms. Young has submitted her application for appointment to the Parks and Recreation
Committee.****If approved, Ms. Young will serve on the Commission from August 4, 2021 to January 15, 2024.****FISCAL IMPACT: N/A****DEPARTMENT LINE ITEM ACCOUNT: N/A****BALANCE IN LINE ITEM IF APPROVED: N/A**

Prepared by:

**Nina Williams,
Deputy City Clerk**

Reviewed by:

**Ashlee Coronado,
City Clerk**



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: July 15, 2021

*** Board interested to serve:**

- | | | |
|--|---|--|
| ☐ Airport Advisory Committee | ☐ Bisbee Arts Commission | ☐ Board of Adjustment |
| ☐ Board of Appeals | ☐ Charter Review Committee | ☐ Civil Service Commission |
| ☐ Committee on Disability Issues | ☐ Evergreen Cemetery Committee | ☐ Design Review Board |
| ☐ Employee Council | ☐ Library Advisory Board | ☐ Appeals Board for the Property Maintenance Code |
| ☒ Parks and Recreation Committee | ☐ Planning and Zoning Commission | ☐ Police and Fire Advisory Committee |
| ☐ Public Safety Retirement Board | ☐ Streets and Infrastructure Committee | ☐ Transit Advisory Committee |
| ☐ Youth Council | | |

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

Young, Deborah J.

Last Name First Name Middle Initial

[REDACTED]

Mailing Address Number Street City State Zip Code

Residential Street Address: [REDACTED]

Telephone Number(s) [REDACTED]

Email Address: [REDACTED]

* I have been a resident of Bisbee for 6 years * Are you currently on any Boards? no

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

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

Employed): [1] StopPests consultant, 2015 - 2020 (based at Cornell University), to improve pest control in affordable housing by teaching how to use Integrated pest management (IPM) to low-income and tribal housing manager in the western U.S. [2] Director, Colorado Center for Sustainable Integrated Pest Management and State IPM Coordinator, 2010 - 2015, Colorado State University, Fort Collins, Colorado [3] Associate Provost and Director, 2007 - 2010, Colorado State University Extension, Fort Collins, Colorado [4] Professor and Extension Specialist, Department of Biological Sciences and Pest Management, 2007 - 2015, Colorado State University, Fort Collins, Colorado [5] Associate Director, 1997 - 2007, University of Arizona Cooperative Extension, Tucson, Arizona [6] County Director, Yavapai County.

Please provide a brief summary of Civic/Volunteer Experience:

Friends of the Bisbee Pool, Bisbee Vogue Inc. board of directors, Arizona Forestry Council, City of Fort Collins Women's Advisory Committee to City Council

Other Background Information Relevant to Serving in this Position:

I have a Ph.D. and Master's degree in plant pathology and a BA in biology and Spanish. My expertise will be helpful in analyzing our city parks.

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

I have the time and expertise to assist the city to keep Bisbee beautiful.

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

WAIVER REQUEST (If Applicable):

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

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

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

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

Signature: _____

Date: _____

7/15/21

When complete, please return to:

City Clerk Office P.O. Box 4601, Bisbee, AZ 85603

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

From: [DJ Young](#)
To: [Ashlee Coronado](#); [Nina Williams](#)
Subject: application to parks committee
Date: Thursday, July 15, 2021 11:04:23 AM
Attachments: [REDACTED]

Please find attached my application.

Note that the form shrunk the typing in one section. If you can't read the "brief summary of education and employment", here is what it says:

- StopPests consultant, 2015 – 2020 (based at Cornell University), to improve pest control in affordable housing by teaching how to use integrated pest management (IPM) to low-income and tribal housing manager in the western U.S
- Director, Colorado Center for Sustainable Integrated Pest Management and State IPM Coordinator, 2010 – 2015, Colorado State University, Fort Collins, Colorado
- Associate Provost and Director, 2007 – 2010, Colorado State University Extension, Fort Collins, Colorado
- Professor and Extension Specialist, Department of Bioagricultural Sciences and Pest Management, 2007 – 2015, Colorado State University, Fort Collins, Colorado
- Associate Director, 1997 – 2007, University of Arizona Cooperative Extension, Tucson, Arizona
- County Director, Yavapai County, 1990 – 1997, University of Arizona Cooperative Extension, Prescott, Arizona
- Extension Specialist, Department of Plant Pathology, 1997 – 2007, University of Arizona Cooperative Extension, Tucson, Arizona
- Extension Agent, Agriculture and Natural Resources, 1984 -- 1997, University of Arizona Cooperative Extension, Willcox and Prescott, Arizona

--

Deborah J. Young, Ph.D.
[REDACTED]

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: August 3, 2021

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 28, 2021REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: APPROVAL OF A PARK, FACILITY, AND RIGHT-OF-WAY USE PERMIT FOR THE BISBEE COALITION FOR THE HOMELESS FOR THE 6th ANNUAL BISBEE MARIACHI FESTIVAL FOR SIGNS, TRASH BARRELS, DUMPSTERS, ADDITIONAL DUMPSTER PICK UP, AND PARKING SPACES ON SATURDAY, NOVEMBER 6, 2021 FROM 12:00PM TO 6:00PM.

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the Park, Facility, and Right-of-way Use Permit for the Bisbee Coalition for the Homeless for the 6th Annual Bisbee Mariachi Festival for signs, trash barrels, dumpsters, additional dumpster pick up, and parking spaces on Saturday, November 6, 2021 from 12:00 pm to 6:00 pm.

DISCUSSION:

Mr. Tony Bedolla has submitted a Park, Facility, and Right-of-Way use permit for The 6th Annual Bisbee Mariachi Festival being held on Saturday, November 6, 2021. This permit is requesting no parking signs, trash barrels, dumpsters, additional dumpster pick up, and parking spaces.

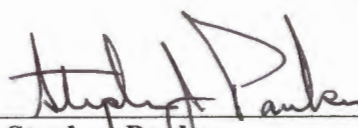
The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$912.00**DEPARTMENT LINE ITEM ACCOUNT: 10-34-10880****BALANCE IN LINE ITEM IF APPROVED: NA**

Prepared by:

Ashlee Coronado
City Clerk

Reviewed by:


Stephen Pauken
City Manager



Public Works / Park & Recreations Department
76 Erie Street – P.O. Box 4601 – Bisbee, AZ 85603-4601
(520) 432-6002 LValdez@BisbeeAZ.gov

PERMIT NO: 21-34

**City of Bisbee Park, Facility and Right-of-Way Use Permit
Special Event License Application**

This application must be returned to the Public Works Department no less than 45 days before the scheduled event. Application will NOT be considered without required paperwork.

APPLICANT INFORMATION:

Date: 7/19/2021

Name and Title (If Applicable): Tony Bedolla Executive Director

Organization Name (If Applicable): Bisbee Coalition for the Homeless

Applicant or Organization Mailing Address P.O. Box 5393, Bisbee, AZ 85603

Phone: (520) 249-4049 Contact Name and Phone # during event: Tony Bedolla

Email Address: bhshelter@cableone.net

☒ Insurance: Events held on City Property are required to include a certificate of insurance of one million dollars (\$1,000,000) minimum for high risk functions and appropriate endorsements naming the City of Bisbee as additional insured. Applicant's policy is primary.

EVENT INFORMATION:

Event Name: 6th Annual Bisbee Mariachi Festival Expected Attendance: 4k to 6k

Event Date(s): November 6th, 2021 Start Time: 12:00pm End Time: 6:00pm

Event Location and Address: Warren Ballpark, 73/99 Arizona Street, Bisbee, AZ 85603

Will you be serving food? Yes ☐ / No ☒ If yes, a copy of the Cochise County Health Department Certificate **MUST** accompany this application otherwise this permit will not be accepted

Description of Event and Activities (If more space is needed attach a separate sheet):

Hosting 7 Mariachi groups and 1 Folklorico dance club for a 6 hour event with food vendors, mercha

SERVICES REQUESTED FROM THE CITY OF BISBEE:

☐ General Electricity Access (City, Lower Vista & Grassy Parks Only) Actual Cost will be calculated by Public Works

☐ Band Shell (City Park) Actual Cost will be calculated by Public Works

☐ Generators are PERMITTED... All Jumping Castles must have insurance and generators

☐ Beer Permit (Non-Commercial permits only) \$25.00

☒ Police: Escorts, Security, Road Closures, Redirecting of Traffic: \$40.00 per day per vehicle+ Employee OT Rate and ERE's

☐	Parks/ Public Works Personnel \$25.00/ hr. per person
☐	Water Access- Parks \$25.00
☒	No Parking Signs, access to facility/ band shell/ restrooms etc. \$1.50 per sign Note: Road Closed Signs/ Barriers must be supplied by Applicant.
☐	Operations Plans \$100 minimim (personnel hours including ERE's)
CONDITIONS APPLICANT MUST MEET THAT ARE REQUIRED BY THE CITY OF BISBEE :	
☐	\$35.00 non-commercial or ☐ \$65.00 commercial permit fee paid before permit is processed.
☒	\$50.00 refundable deposit paid before permit is processed (if a check is issued, must be "Written separately from other charges) This deposit will be refunded at the completion of the event, provided that the facility has been left in the same, or better, condition as it was at the start of the event. The City will deduct from this deposit any expenses that may be incurred for cleaning or repairing the facility following the event prior to refunding any remaining balance.
☐	Business License/ Special Event License fee of \$39.56 must be paid before permit is processed- where there is a promotor sub-letting booth space to vendors, the promotor will pay a fee of \$39.56 and \$6.00 per vendor per day (must be submitted prior to the event). The promotor is required to supply a list of vendors which describes the items or service the vendor will be selling and pay all applicable fees prior to the event. Sales tax on all items sold at the City rate will be collected by the City for all sales made by the promotor and all vendors via their State tax forms.
☐	County Health Department Food Permit must be attached If serving food or having food vendors. Health Department can be contacted at 520-432-9400 for more information (This is not a food handler's certificate).
☒	Special Event Liquor License Application submitted to the City Clerk's office – required in order to serve or sell liquor from the State of Arizona (Department of Liquor Licenses & Control, Phoenix Office). The Sale of or consumption of alcohol beverages must be approved by the City Council.
☐	Copy of flyers or promotional material associated with this event.
NOTES:	
1.) THERE IS NO WATER USAGE AT ANY PARK AT ANY TIME.	
2.) NO PARTY OF MORE THAN 50 PEOPLE, MAY NOT TAKE PLACE WITHOUT THE APPROPRIATE PERMITS.	
TOTAL FEES:	TOTAL ADDED FEES:
TOTAL SUBMITTED:	
SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT	
Applicant shall indemnify, defend, save and hold harmless the City of Bisbee and its officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of Applicant or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising out of or resulting from the event. The City reserves the right to refuse installation of amusements or facilities that violate safety regulations. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is an authorized officer of the Applicant or the agent of the organization, is	

acting on the organization's behalf, and is duly authorized to execute this Agreement and Acknowledgement on the organization's behalf. Applicant further certifies that he/she has read and understands all the terms of this Agreement and Acknowledgement, agrees that the Applicant shall be bound by its terms and conditions, and is of lawful age and legally competent to sign this Agreement and Acknowledgement. The City's issuance of a special event permit shall constitute a written agreement or contract between the City and Applicant for purposes of insurance requirements. Applicant agrees to the payment of all non-refundable and refundable fees specified in this document unless otherwise authorized by the Public Works Department. Applicant further acknowledges that depending upon the nature and location of the Applicant's special event, additional permits may be required. The City reserves the right to withhold clean/damage deposits depending on the condition of the facility when the permit expires.

PERMIT HOLDER INITIALS TB DATE: 7/12/21

FOR CITY USE ONLY

Police Department Approval Yes No Initials _____ Date _____
Remarks _____

Public Works Approval Yes No Initials _____ Date _____
Remarks _____

Fire Department Approval Yes No Initials _____ Date _____
Remarks _____

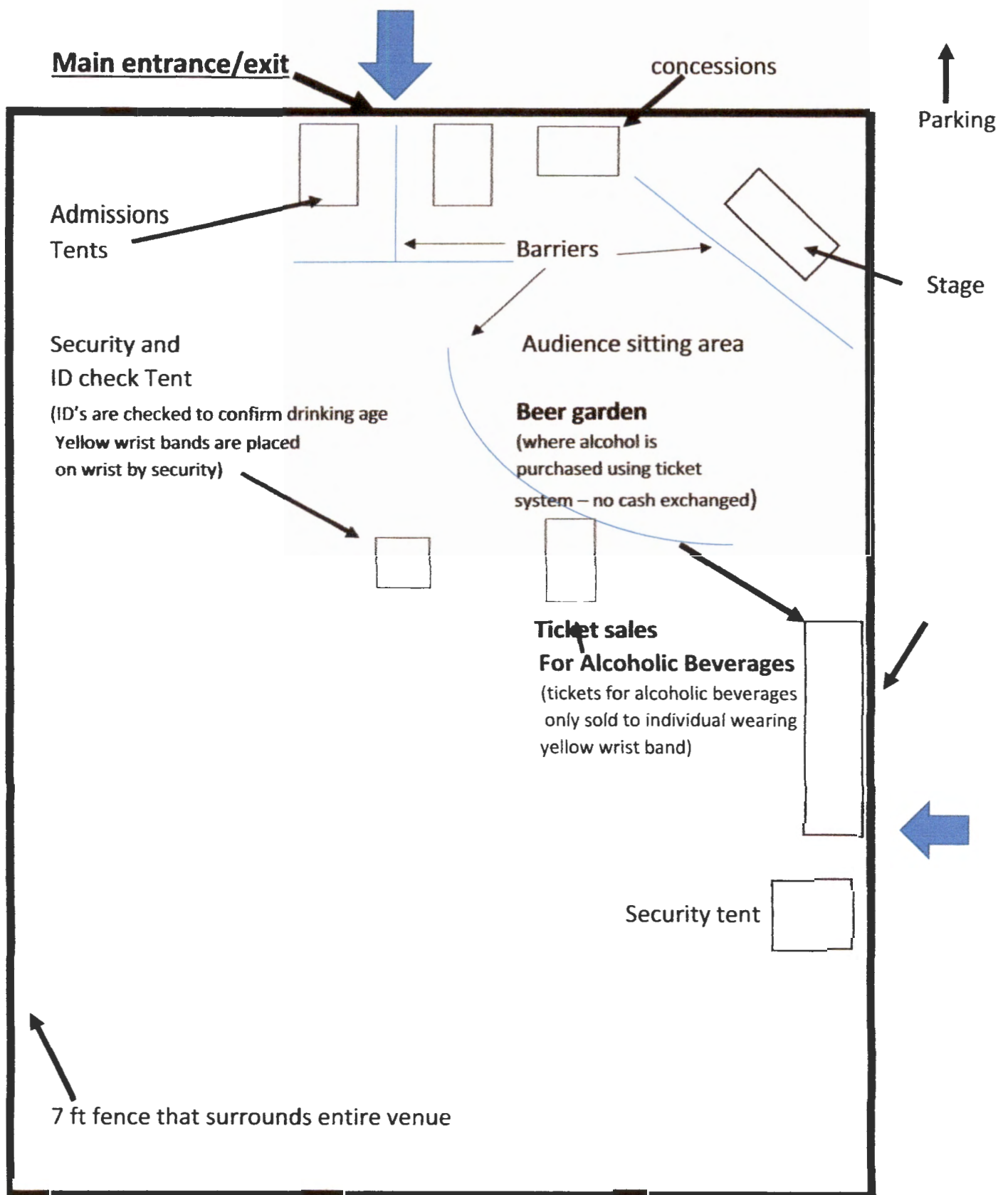
COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

PARK, FACILITY AND SPECIAL EVENT FEES

(ORDINANCE: O-20-04, APRIL 7, 2020)

☐	SPECIAL EVENT PROMOTER (PER-DAY)	\$39.56
☐	SPECIAL EVENT VENDOR (PER-DAY)	\$6.00
☐	POLICE OFFICER/ PERSONNEL/ POLICE UNIT	\$40.00 per-day, per vehicle + employee OT rate and ERE's
☐	PERMIT FEE NON- COMMERCIAL	\$35.00
☐	PERMIT FEE COMMERCIAL	\$65.00
☐	REFUNDABLE DEPOSIT	\$50.00
☐	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
☐	WATER ACCESS - PARKS	\$25.00
☐	ELECTRICITY ACCESS - PARKS	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	ELECTRICITY ACCESS - BANDSHELL (CITY PARK)	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	PARKS - PUBLIC WORKS PERSONNEL	\$25.00/HR. PER PERSON
☒	DUMPSTER 1 DAY	\$150.00 EACH
☒	DUMPSTER PICK UP AFTER HOURS	\$125.00 EACH
☐	DUMPSTER PICK UP- HOLIDAY & WEEKENDS	\$125.00 EACH
☐	TRASH CART RENTAL	\$26.00 EACH
☒	"NO PARKING" SIGNS	\$1.50 PER SIGN
☐	VENDOR FEES	\$6.00
☐	OPERATIONS PLAN	\$100 MINIMUM (PERSONNEL HOURS INCLUDING ERE'S)





Parking needed to be reserved from 8:30am Friday November 5th to 10:30pm, Saturday, November 6th, 2021

Mariachi Festival

November 2021

PERMIT FEES:

Event Permit	\$35.00
Special Event License	\$39.50
15- "No Parking" Signs@ \$1.50 ea	\$22.50
15- Trash Rollouts @ \$26.00 ea	\$390.00
2 - Dumpsters @ \$150.00 ea	\$300.00
1- Dumpster weekend/holiday pickup	\$125.00

TOTAL:	\$912.00
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REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 3, 2021

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 28, 2021

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

**SUBJECT: APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE APPLICATION
SUBMITTED BY THE BISBEE COALITION FOR THE HOMELESS FOR THE 6TH
ANNUAL BISBEE MARIACHI FESTIVAL TO BE HELD AT THE HISTORIC
WARREN BALLPARK LOCATED AT 99 ARIZONA STREET, BISBEE, AZ ON
SATURDAY, NOVEMBER 6, 2021 FROM 11:00AM TO 8:00PM, TONY BEDOLLA;
APPLICANT**

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Special Event Liquor License Application

PROPOSED MOTION: I move to Approve the Special Event Liquor License Application submitted by the Bisbee Coalition for the Homeless for the 6th Annual Bisbee Mariachi Festival to be held at the Historic Warren Ballpark located at 99 Arizona Street, Bisbee, AZ on Saturday, November 6, 2021 from 11:00 am to 8:00 pm.

DISCUSSION:

Mr. Bedolla has requested approval of a Special Event Liquor License Application for the 6th Annual Bisbee Mariachi Festival to be held at the Historic Warren Ballpark located at 99 Arizona Street, Bisbee, AZ on Saturday, November 6, 2021 from 11:00 am to 8:00 pm.

Mr. Bedolla has indicated that a separate booth would be open to check ID's for legal drinking age and they will place yellow wristbands before they are allowed to purchase alcohol. Patrons will not be allowed to leave the venue with any drink. They will employ 30 security guards to check for wristbands.

FISCAL IMPACT: N/A

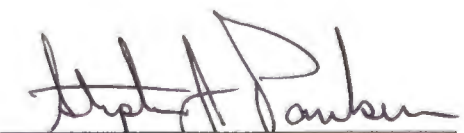
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:


Ashlee Coronado
City Clerk

Reviewed by:


Stephen J. Pauken
City Manager



Arizona Department Liquor License and Control
800 W Washington St. 5th Floor
Phoenix, AZ 85007-2934
azliquor.gov

602-542-5141

DLIC USE ONLY

Job #:

Date Accepted:

CSR:

License #:

**SPECIAL EVENT LICENSE APPLICATION
FEE \$25.00 PER DAY**

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852
1-10 days consecutive days only, Cash, Checks or Money Orders Only

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

1. Applicant: Tony Bedolla
2. Applicant's mailing address: P.O. Bod 5393, Bisbee, Arizona 85603
3. Applicants home/cell phone: (520) 249-4049 Applicant's business phone: (520)432-7839
4. Applicant's email address: bhshelter@cableone.net

SECTION 2 Name of Non-Profit Organization, Candidate or Political Party/Gov.: Bisbee Coalition for the Homeless

SECTION 3 Non-Profit/IRS Tax Exempt Number: 86-078252

SECTION 4 Event Location: Warren Ballpark, Bisbee, Arizona 85603

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

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	11/06/2021	Saturday	11:00am	8:00pm
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY10:				

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

2 Number of Police 30 Number of Security Personnel ☒ Fencing ☐ Barriers

Explanation: The venue has a 7 foot fence around it with very limited access. We will employ a separate booth to
check ID's for legal drinking age and place a bright yellow wrist band on them before they are allowed
to purchase alcohol of any kind. Patrons will not be allowed to leave the venue with any drink. We will
use 30 security guards to check for wrist bands.

SECTION 7 Will this event be held on a currently licensed premises and within the already approved premises?

☐ Yes ☒ No If yes, Local Governing Body signature is not required.

Name of Business

License Number

Phone (Include Area Code)

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

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

SECTION 9 What is the purpose of this event?

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

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☒ Yes ☐ No If yes, attach explanation.

2. How many special event days have been issued to this organization during the calendar year? 1

3. Is the Organization using the services of a Licensed Contractor?

☐ Yes ☒ No If yes, please provide the Name of the Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

☐ Yes ☒ No if yes, please provide the Name of Licensee: _____ License #: _____

5. The applying non-profit organization must receive 25% of the gross revenues of the total liquor sales. List the names of the individuals or organizations who will receive the rest of the proceeds, **MUST EQUAL 100%**.

Name: Bisbee Coalition for the Homeless Percentage: 100%

Address: 509 Romero Street Bisbee Arizona 85603
Street City State Zip

Name: _____ Percentage: _____

Address: _____
Street City State Zip

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

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

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

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



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

SIGNATURE

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

GOVERNING BOARD

Date Received: <u>7-19-2021</u>			
I, _____ (Government Official)		_____ recommend ☐ APPROVAL ☐ DISAPPROVAL (Title)	
On behalf of _____ (City, Town, County)			
Signature	Date	Phone	

DLLC USE ONLY

☐ APPROVAL ☐ DISAPPROVAL		BY: _____	DATE: _____
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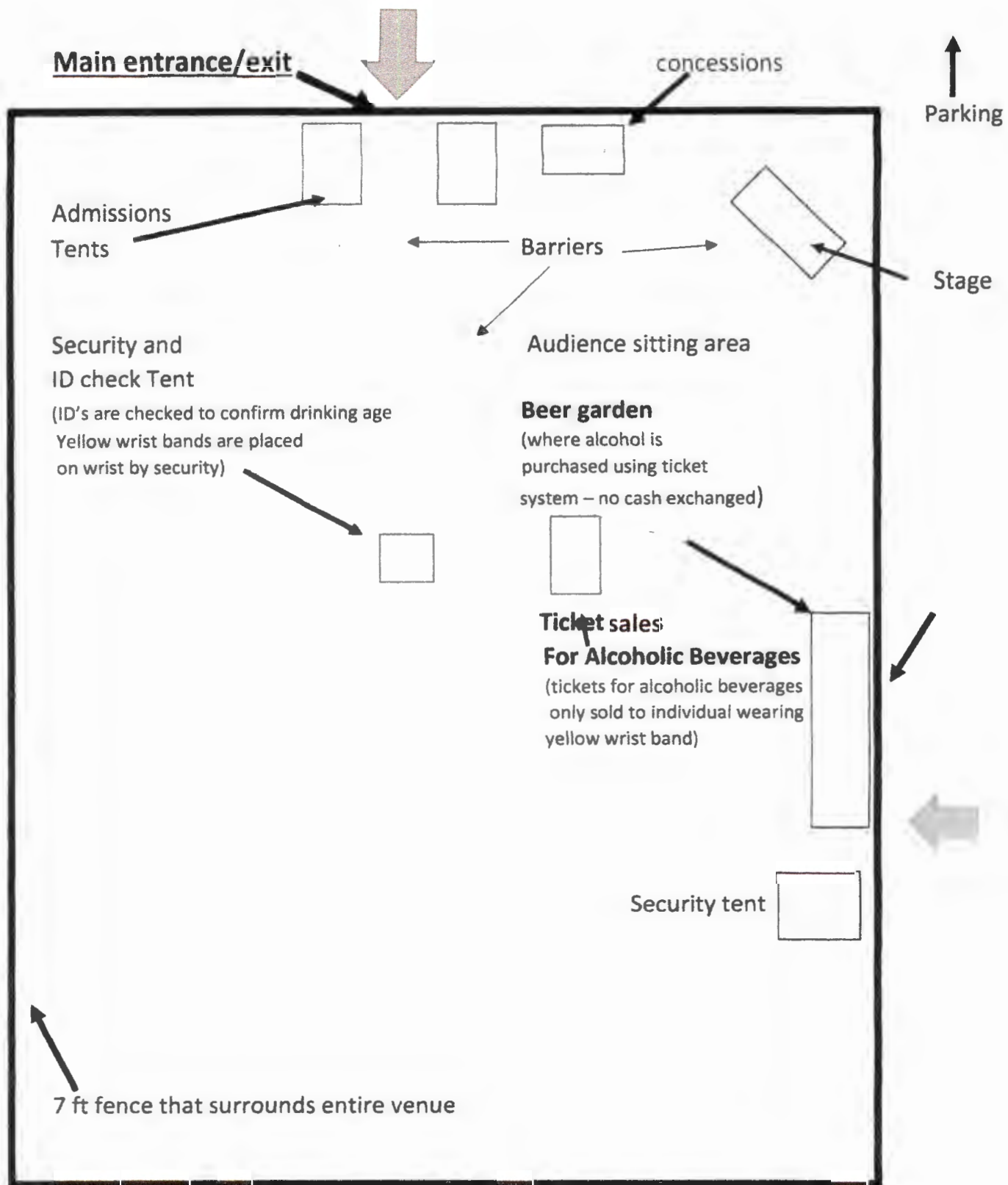
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees: enforcement; notice

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

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.



**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: August 3, 2021☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 28, 2021REGULAR ☒CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: APPROVAL OF AN APPLICATION FOR AN EXTENSION OF PREMISES/PATIO PERMIT SUBMITTED BY ELECTRIC BREWING FOR AN EVENT TO BE HELD AT 1326 W. HIGHWAY 92 #7, BISBEE, ARIZONA ON SUNDAY, AUGUST 15 AND MONDAY, AUGUST 16, 2021; JOSEPH CHARLES FREDRICKSON, APPLICANT

FROM: Ashlee Coronado, City Clerk**RECOMMENDATION: Approve the Extension of Premises/Patio Permit**

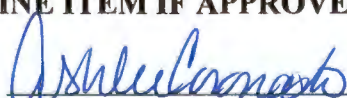
PROPOSED MOTION: I move that we approve the application for an Extension of Premises/Patio Permit Submitted by Electric Brewing for an Event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, August 15 and Monday, August 16, 2021.

DISCUSSION:

Mr. Fredrickson has requested approval of an application for an Extension of Premises/Patio Permit for Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, AZ on Sunday, August 15 and Monday, August 16, 2021.

Mr. Fredrickson has indicated that employees would be watching the area and a tape line would be separating the area from the rest of the parking lot.

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:


Stephen Pauken
City Manager



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

DLIC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

****Notice: Allow 30-45 days to process permanent change of premises****

☐ Permanent change of area of service. **A non-refundable \$50. Fee will apply.** Specific purpose for change:

☒ Temporary change (**No Fee**) for date(s) of: 08/15/21 through 08/16/21 list specific purpose for change:

Extending into private parking lot for anniversary party

1. Licensee's Name: Joseph Charles Fredrickson License #: 003020011936
Last First Middle
2. Mailing address: 1326 w highway 92 #7 Bisbee AZ 85603
Street City State Zip Code
3. Business Name: Electric Brewing LC
4. Business Address: 1326 w Highway 92 #8 Bisbee AZ 85603
Street City State Zip Code
5. Email Address: joe@electricbrewing.com
6. Business Phone Number: 520-227-0035 Contact Phone Number: 520-227-0035
7. Is extension of premises/patio complete?
If no, what is your estimated completion date? yes / ____ / ____
8. Do you understand Arizona Liquor Laws and Regulations?
☒ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a church or school?
☐ Yes ☒ No
10. Have you received approved Liquor Law Training?
☒ Yes ☐ No
11. What security precautions will be taken to prevent liquor violations in the extended area? Employees will be watching
the area. A tape line will be separating the area from the rest of the parking lot.

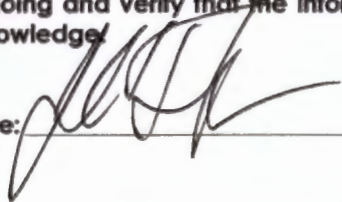
12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**

- ☒ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

The event will take place on a Sunday when all other businesses in the complex will be closed. Most of the parking lot will be available for parking. The parking area will be between the party and the highway, over 60 yards away

☐ Approval ☐ Disapproval by **DLIC**: _____ Date: ____/____/____

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

Applicant Signature: 

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval

☐ Disapproval

Authorized Signature

Title

Agency

Date

DLIC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

Not to scale

Electric
Brewery/Pub

Patio

60'

Proposed
area of
Party 8

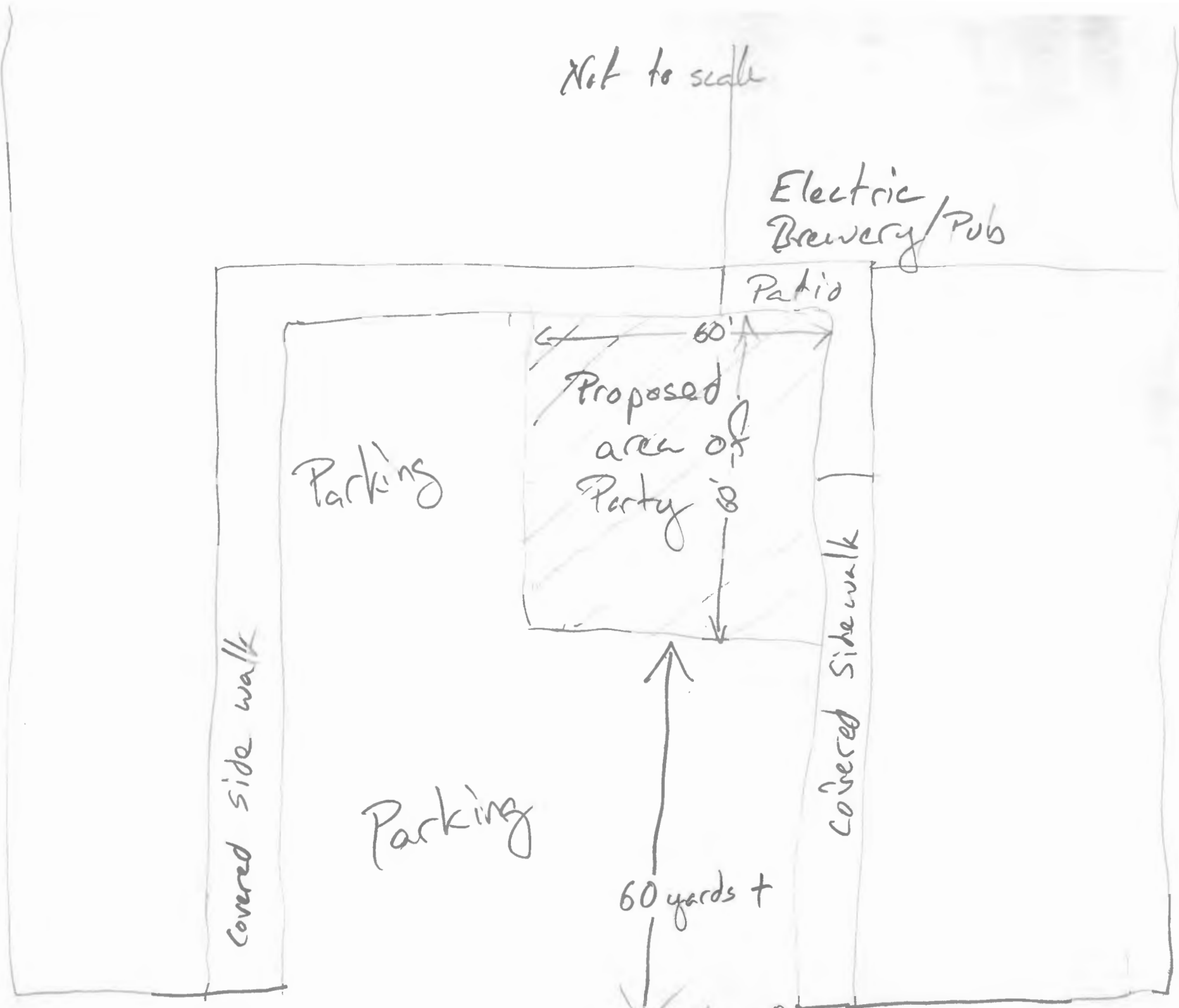
Parking

Covered side walk

Covered side walk

Parking

60 yards +



**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: August 3, 2021☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 27, 2021REGULAR ☐CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☒FORMAL ACTION ☐OTHER ☐

SUBJECT: Discussion and Possible Approval of Ordinance O-21-13; Authorizing the Re-Recording of a certain Quit Claim Deed to Aileen Weaver to correct the legal description on property adjacent to 48 Wood Canyon

FROM: Ashlee Coronado, City Clerk**RECOMMENDATION:** Approve Ordinance

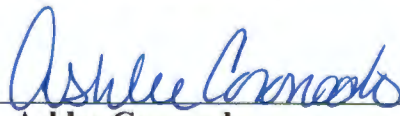
PROPOSED MOTION: I move to approve Ordinance O-21-13; Authorizing the Re-Recording of a certain Quit Claim Deed to Aileen Weaver to correct the legal description on property adjacent to 48 Wood Canyon

DISCUSSION:

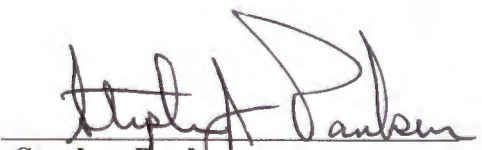
It has been brought to our attention that the legal description that was recorded with the 2016 Quit Claim Deed was incorrect. Approval of this Ordinance will correct the overlap of the legal description.

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:


Stephen Pauken
City Manager

ORDINANCE 0-21-13

**AUTHORIZING THE RE-RECORDING OF A CERTAIN QUIT CLAIM DEED
TO AILEEN WEAVER TO CORRECT THE LEGAL DESCRIPTION ON
PROPERTY ADJACENT TO 48 WOOD CANYON**

WHEREAS, the Council approved the sale of approximately 121.9 square feet adjacent to 48 Wood Canyon, to Aileen Weaver on December 20, 2016.

WHEREAS, it has been brought to our attention that there is a need to re-record the Quit Claim Deed as the legal description currently overlaps onto parcel 103-56-053A, belonging to David Skinner.

WHEREAS, pursuant to section 1.03 of the Charter of the City of Bisbee, the City has the authority to sell such City property as its interests may require; and

WHEREAS, pursuant to Section 7.05(h) of the City Charter, the sale or transfer of City property must be done by ordinance,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Bisbee, County of Cochise, State of Arizona, as follows:

The City Clerk authorized to Re-record the Quit Claim Deed on behalf of the City for the correction of the legal description for the property described in Exhibit A.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2021.

Ken Budge, Mayor

ATTEST:

Ashlee Coronado,
City Clerk

APPROVED AS TO FORM:

Joseph Estes,
City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

A Portion of the Southwest quarter of Section 5, Township 23 South, Range 24 East, Gila and Salt River Meridian, Cochise County, Arizona, described as follows:

Commencing at the Northwest corner of lot 111 Block 32 of the Bisbee Townsite thence South 66°30'00" East 115.78 feet to the **POINT OF BEGINNING**;

THENCE South 66°30'00" East 12.72 upon the North line of Town site to a point;

THENCE South 05°43'49" West 20.13 feet to a point;

THENCE North 21°02'00" West 26.89 feet to the **POINT OF BEGINNING**;

Above described tract of land contains 121.9 square feet or 0.0 acres.

A field survey was not performed in the preparation of this legal description. Data for the legal description was taken from existing recorded documents.





REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 3, 2021

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 20, 2021REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL FOR A COMPLIANCE CENTER CONTRACT AND A BRFORMS AND MANAGER SERIES CONTRACT WITH BUILDING REPORTS FOR FIRE INSPECTION SOFTWARE.

FROM: Jim Richardson, Fire Marshal

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Compliance Center Contract and the BRForms and Manager Series Contract with Building Reports for Fire Inspection Software.

DISCUSSION:

As of July 1, 2021 the City started charging for fire inspections. The City needed a system that could help with forms, tracking, follow-up and scheduling. Fire Marshal Richardson reached out to several companies and Building Reports was something that we could use now and not wait until next budget.

The Compliance Center Contract has no fees or payments and can be cancelled at any time with a 90-day written notice with no cancellation fees.

The BRForms and Manager Series Contract has a per form/inspection fee of \$1.95 billed monthly. This also can be cancelled at any time with a 90-day written notice with no cancellation fees.

An average of 15 Inspections a month, are being completed, which comes to approximately \$29.95 per month. As we grow with inspections that number may increase.

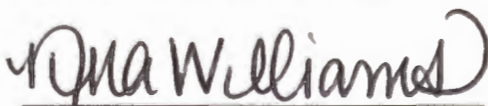
City Staff recommends approval.

FISCAL IMPACT: TBD

DEPARTMENT LINE ITEM ACCOUNT: 10-64-46000

BALANCE IN LINE ITEM IF APPROVED: TBD

Prepared by:


Nina Williams,
Deputy City Clerk

Reviewed by:


Stephen J. Pauken,
City Manager



Terms and Conditions

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, BUILDINGREPORTS AND MEMBER HEREBY AGREE AS FOLLOWS:

1) **Definitions.** When used herein, the following terms shall have the respective meanings set forth below:

- a) "Affiliate," means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person.
- b) "Authorized Services" has the meaning set forth below:
 - i) Creation of Building Accounts.
 - ii) Creation of User Accounts.
 - iii) Inspection of Building Accounts.
 - iv) Creation and distribution of reports.
 - v) Access to complete backups of inspection information.
 - vi) Creation of Building User Accounts for viewing inspections and forms.
 - vii) Access to more customized inspection reports
 - viii) Access to related industry reports on aggregate inspections: efficiency, inspection totals, statistical reports, etc.
- c) "Authorized Users" means
 - i) Member's authorized and qualified personnel who need access to the BuildingReports Web Site (or any databases contained therein or accessible through such web site) in connection with the Services.
 - ii) End Users, all of whom must have received user accounts and passwords in accordance with BuildingReports' rules and procedures.
- d) "BuildingReports Program" has the meaning set forth in Section 3.
- e) "BuildingReports Web Site" means the web site owned and hosted by BuildingReports at the URL www.buildingreports.com and any designated successor or related web sites owned and operated by BuildingReports for provision of the Services.
- f) "Confidential Information" means, with respect to a party, all valuable, proprietary and confidential information belonging to or pertaining to that party that does not constitute a "Trade Secret" (as defined in Section 1(p)) and that is not generally known by or available to the party's competitors but is generally known only to that party and those of its employees, independent contractors, clients or agents to whom such information must be confided for internal business purposes. The "Confidential Information" of a party (the "First Party") shall not include information that
 - i) has become generally known by or available to the public or the First Party's competitors through no wrongful act or omission of the other party (the "Second Party");
 - ii) has been rightfully and lawfully furnished to the Second Party by a party other than the First Party on a non-confidential basis; or
 - iii) has been developed independently by the Second Party without use of the First Party's Confidential Information.
- g) "Documentation" means user manuals, if any, provided to Member or Authorized Users by BuildingReports.
- h) "Effective Date" has the meaning set forth on the signature page.
- i) "End Users" means Member's authorized and qualified personnel who receive access to and/or the right to use the Proprietary Software in accordance with the provisions of Section 4(a).
- j) "End User License Agreement" means the End User License Agreement for the Proprietary Software, a copy of which may be downloaded from <http://www.buildingreports.com> in the BuildingReports Web Site.
- k) "Intellectual Property" means
 - i) copyrights, trademarks, service marks and any other rights to any form or medium of expression;
 - ii) trade secrets, privacy rights and any other protection for confidential information or ideas;
 - iii) patents and patent applications;
 - iv) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other similar laws; and
 - v) any other similar rights or interests recognized by applicable law.
- l) "Property Owners" means building or property owners and/or managers for whom Member utilizes the BuildingReports Program to provide Authorized Services.
- m) "Proprietary Software" means BuildingReports' proprietary software system which allows End Users to electronically perform data collection and record the results, which software system is more fully described below:
 - i) Software for the PalmOS and PC which allows the exchange of data between the handheld device and the BuildingReports web server.

- ii) WebConnector™ and BRConnect™ are standard Windows applications that synchronize the inspection data to the BuildingReports Web Site.
- n) "Services" means the data management, hosting, reporting and other services to be provided by BuildingReports: The BuildingReports Web Site serves as the central repository for data collected using hand-held scanning devices and allows the automatic generation of a variety of inspection reports associated with this data. The following is a list of the Services provided by the BuildingReports Web Site:
 - i) Integration of data sent by the appropriate application.
 - ii) Generation of Inspection Reports
 - iii) Creation of new building accounts
 - iv) Creation of new user accounts with specified privileges.
 - v) Download of the latest inspection software for the hand-held scanning device and the WebConnector PC application.
 - vi) Online access to various forms of documentation, such as help files, FAQ lists, and legal documentation.
- o) "Territory" shall mean areas serviced or covered from the location of the organization listed on the web site.
- p) "Trade Secrets" means information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers, Member's Property Data that specifically identifies Member, a Property Owner or a building, and the terms of this Agreement and any associated agreements between the parties) that:
 - i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
 - ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2) Provision of Services.

- a) Member hereby engages BuildingReports, and BuildingReports hereby agrees to use its commercially reasonable efforts to provide the Services substantially in accordance with the terms and conditions of this Agreement. Member hereby acknowledges and agrees that BuildingReports' performance of the Services is dependent and conditioned upon Member's full performance of its duties, obligations and responsibilities set forth in this Agreement.
- b) Member will select and advise BuildingReports of the name, business address, telephone number and e-mail address of its authorized representative for coordination of the Services (the "Manager Account User"). The Manager Account User will have authority to make decisions on behalf of Member with respect to this Agreement and the provision of the Services. In no event shall Member be without a Manager Account User during the term of this Agreement.
- c) Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that Member shall have no right to control the manner, means or method by which BuildingReports performs the Services. Rather, Member shall be entitled only to direct BuildingReports with respect to the elements of Services to be performed by BuildingReports and to review and assess the performance of such Services by BuildingReports for the limited purpose of assuring that such Services have been performed substantially in accordance with this Agreement.
- d) BuildingReports will use commercially reasonable efforts to ensure that our Service Level (as defined in the attached Service Level Commitment document) achieves a "Composite Score" of 99.83 or higher each month. This excludes downtime and interruptions associated with or caused by a force majeure event under Section 14, an act or omission of Member or a third party or scheduled maintenance outages. Member will promptly report to BuildingReports an inability to access Services. Based on Member's reports verified by BuildingReports, if the Service Level composite score is less than 99.83 of the aggregate time in a particular month, excluding unavailability associated with or caused by a force majeure event under Section 14, an act or omission of Member or a third party or scheduled maintenance outages, then Building Reports will provide a credit to Member in the amount of the User Fees for such month.

3) Registration of Authorized Users.

- a) Member further agrees to cause each Authorized User to register with BuildingReports by obtaining a valid user account and password with BuildingReports by following the procedures set forth at <http://www.buildingreports.com> on the BuildingReports Web Site.
- b) Member shall be responsible for all use of the Services, the BuildingReports Web Site, the Documentation and/or the Proprietary Software (collectively, the "BuildingReports Program") by Member's Authorized Users and any other Person who gains access to the BuildingReports Program through Member or Member's Authorized Users.

4) License to use BuildingReports Program.

- a) Subject to the terms and conditions set forth herein, BuildingReports grants to Member a non-exclusive, non-transferable, limited license to
 - i) use the BuildingReports Program within the Territory for the sole purpose of providing Authorized Services to Property Owners located in the Territory, and
 - ii) to distribute copies of the Proprietary Software and applicable Documentation to Member's Authorized Users located in the Territory for such purpose.

Member acknowledges and agrees that the rights and licenses granted to Member herein are non-exclusive within the Territory and that BuildingReports may grant the same or similar rights and licenses to other Persons, including BuildingReports and its Affiliates (both inside and outside the Territory). Without limiting the generality of the foregoing, any use of the Proprietary Software shall be in accordance with the End User License Agreement, and any access to or use of the BuildingReports Web

Site shall be in accordance with BuildingReports' Web Site Terms and Conditions (which can be found at <http://www.buildingreports.com> on the BuildingReports Web Site).

- b) Member agrees that it will utilize the BuildingReports Program for the sole purpose of providing Authorized Services to authorized users. Member shall be solely responsible for ensuring that Member's receipt of the Services and its Authorized Users' use of the BuildingReports Program comply with all laws, rules, regulations and ordinances applicable to Member, and Member's Authorized Users who gain access to the BuildingReports Program by or through Member.
- c) This Agreement does not grant Member any rights in or to any trademark, service mark, or logo of BuildingReports or its Affiliates. Any such rights must be set forth in a separate agreement executed by the parties. Member hereby grants to BuildingReports the right to disclose that Member is a participant in the BuildingReports Program.
- d) Member acknowledges that it will not gain any right or license by estoppel or otherwise with respect to the BuildingReports Program or any portion thereof, other than the rights and license expressly granted in this Agreement.
- e) Member shall not (and shall not attempt to), directly or indirectly, modify, prepare derivative works of, reverse engineer, decompile or disassemble the Proprietary Software or any other component of the BuildingReports Program. Member shall not (and shall not attempt to) sell, lease, license, sublicense, give, share, communicate, distribute, or otherwise transfer the Proprietary Software or Documentation to any person or entity other than as expressly permitted in this Agreement.
- f) Member shall actively demonstrate, promote and solicit orders for Authorized Services to Property Owners in the Territory; provided, however, that Member shall not make any representations or warranties regarding the BuildingReports Program (or any portion thereof) which are not expressly set forth in the Documentation, unless expressly authorized in writing by BuildingReports in each instance.
- g) BuildingReports shall provide Member with the maintenance and support services set forth below:
 - i) BuildingReports will respond to email support requests within four (4) business hours of receipt.
 - ii) Extra Phone support available for a per call fee during normal business hours (ET*).
 - iii) Other support services may be provided by BuildingReports to Member at BuildingReports' then current prices.

5) Ownership, Protection and Security.

- a) BuildingReports and Member acknowledge and agree that BuildingReports owns (as between BuildingReports and Member) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the BuildingReports Program (including the Proprietary Software and Documentation), subject to the rights and licenses specifically granted to Member in this Agreement and to Authorized Users in the End User License Agreement. To the extent Member has or later obtains any Intellectual Property or other property rights or interests in the BuildingReports Program by operation of law or otherwise, Member hereby disclaims such rights or interests and agrees to assign and transfer such entire interest exclusively to BuildingReports.
- b) All copies or down-loads of the Proprietary Software and Documentation provided by BuildingReports to Member, all copies or down-loads of the Proprietary Software and Documentation distributed by Member to Authorized Users, and all backup or archival copies thereof made by Member or Authorized Users, are and will remain (as between BuildingReports and Member) the exclusive property of BuildingReports and may not be disclosed, distributed, or furnished by Member or Authorized Users to any other Person, except as expressly authorized by this Agreement or the applicable End User License Agreement. In furtherance of the foregoing:
 - i) Except with BuildingReports' express, prior written permission, Member shall not provide or otherwise make the Proprietary Software or Documentation available to any Person in any form other than to Member's Authorized Users who execute the End User License Agreement;
 - ii) Member shall reproduce and include on all copies or downloads of the Proprietary Software and Documentation made by Member all copyright or trademark notices and other notices of proprietary rights as directed by BuildingReports;
 - iii) Member shall, before disposing of any hardware, equipment or media, use commercially reasonable efforts to erase or destroy all portions of the Proprietary Software and Documentation contained thereon;
 - iv) Member shall not use the Proprietary Software or Documentation (or the BuildingReports Program) to create or aid in the creation of a software package for sale or license to others, or furnish information concerning, or copies of, the input or output of the BuildingReports Program to any Person who, to Member's knowledge, is designing or creating a software package or program competitive to the BuildingReports Program; and
 - v) Member shall take all reasonable actions required in writing by BuildingReports with respect to any Person permitted access to the BuildingReports Program as will reasonably enable Member to satisfy its obligations under this Agreement.

6) Use of Member and Property Owner Data.

- a) Member hereby represents and warrants to BuildingReports that it has all governmental, third Person, corporate and other consents, permits, licenses and approvals necessary for it to enter into this Agreement and perform its obligations hereunder, and that this Agreement constitutes the valid and binding agreement of Member, enforceable against Member in accordance with its terms. BuildingReports hereby agrees that any use of building, equipment or Property Owner data provided to BuildingReports hereunder or collected by BuildingReports in connection with the Services (collectively, "Property Data") will be in accordance with the BuildingReports Acceptable Use and Privacy Policy.
- b) Member hereby grants BuildingReports the non-exclusive, worldwide right to use the Property Data as provided herein and in the attached BuildingReports' Acceptable Use and Privacy Policy. Notwithstanding anything to the contrary set forth herein or contained on the BuildingReports' Web Site, BuildingReports reserves the right to disclose Property Data to the Property Owner for whom Member collects such Property Data as otherwise required by applicable law.

7) Member Responsibilities.

- a) Member shall ensure that Member's hardware, platforms, software and other systems that will communicate with or be connected to the BuildingReports Program (or any portion thereof) are compatible with the BuildingReports Program, as specified by BuildingReports. A list of currently compatible hardware and software is set forth below (BuildingReports will provide an updated list of the below hardware and software upon request):
 - i) PalmOS based ScanSeries™ Software and BRInspector™
 - (a) Minimally requires a PalmOS version 3.0 or higher PDA
 - ii) WebConnector™ and BRConnect™
 - (a) Unobstructed Internet Connection.
 - (b) Any PC capable of running Windows 95, or higher.
- b) Member shall provide, at no cost to BuildingReports, necessary personnel and facilities, all hardware, software, communications equipment, telephone and communication lines, power, telephone service and other utilities as may be necessary or reasonably desirable for Member to receive the Services and utilize the BuildingReports Program.
- c) Member shall cooperate with BuildingReports in the performance of its Services and shall promptly respond to any requests by BuildingReports for information. Member shall perform its duties and obligations hereunder in a professional manner in accordance with applicable laws.

8) Payments.

- a) BuildingReports will invoice Member monthly for all payments owing to BuildingReports hereunder, and Member agrees to pay each such invoice upon receipt.
- b) Any payment that Member fails to make to BuildingReports as provided in Section 8(a) above will bear interest at a monthly rate of 1.5% or the maximum interest rate permitted under applicable law, whichever is less. If any amount due BuildingReports remains unpaid by Member beyond 30 days from the date such amount becomes payable as provided in Section 8(a) above, in addition to all other applicable rights and remedies, BuildingReports may elect to terminate this Agreement or immediately suspend any further performance under this Agreement until Member makes all overdue payments (together with interest due).
- c) Member shall pay all sales, uses, goods, and services, value added and other taxes or duties assessed by local, state, federal or international authorities on the Services or Member's use of the BuildingReports Program.

9) Subcontracting.

- a) BuildingReports may, in its sole discretion, subcontract some or all of the Services to subcontractors. BuildingReports shall require the subcontractors to assume toward BuildingReports substantially all of the obligations and responsibilities, which BuildingReports, by this Agreement, assumes toward Member, including, but not limited to, the Acceptable Use and Privacy Policy.
- b) BuildingReports will be responsible for the management of its subcontractors in their performance of any portion of the Services. Member may subcontract performance of its obligations only to who agree to be bound by the terms of this Agreement. No such subcontracting shall relieve Member of its obligations hereunder.

10) Mutual Nondisclosure.

- a) Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's Trade Secrets and Confidential Information. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that (except as provided in Section 6) it shall regard and treat each item of information or data constituting a Trade Secret or Confidential Information of the other party as strictly confidential and wholly owned by the other party and that it will not, without the express prior written consent of the other party, redistribute, market publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity:
 - i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement; and
 - ii) any of the other party's Trade Secrets at any time during which such information shall constitute a trade secret under applicable law.
- b) Notwithstanding the foregoing, each party may disclose Confidential Information and Trade Secrets of the other party to those of its officers, directors, employees, agents, independent contractors and advisors who need to know such Confidential Information or Trade Secrets in order to carry out the purposes of this Agreement, except those that are employed by, own or are otherwise affiliated with or participate in business decisions of an entity that competes with Member directly or indirectly (collectively, Member's Competitors). BuildingReports shall not, under any circumstances except as provided in paragraph 10 (c) herein, disclose Confidential Information or Trade Secrets to persons or entities that BuildingReports knows, or reasonably should know, are Member's Competitors. Each party shall be responsible for ensuring the continued confidentiality of all Trade Secrets and Confidential Information of the other party known by, disclosed or made available to such of its officers, directors, employees, agents, independent contractors and advisors who need to know such information, including, without limitation, instructing its officers, employees, independent contractors, agents and advisors to maintain the confidentiality of such Confidential Information and Trade Secrets.
- c) If a party becomes legally compelled to disclose any Confidential Information or Trade Secrets of the other party (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), such party will use all reasonable efforts to provide the other party with prior notice thereof so that the other party may seek a protective order or other appropriate remedy

to prevent such disclosure; provided, however, that such party will use all reasonable efforts to maintain the confidentiality of any such Confidential Information or Trade Secrets so disclosed. If such protective order or other remedy is not obtained prior to the time such disclosure is required, such party will only disclose that portion of such Confidential Information and Trade Secrets which it is legally required to disclose.

- d) Upon expiration or termination of this Agreement for any reason, each party shall return to the other party all copies, versions or abstracts of written or descriptive materials of any kind that contain or discuss any Confidential Information or Trade Secrets of the other party, and the confidentiality obligations of this Agreement shall continue in full force and effect.
- e) Each party expressly understands and agrees that the covenants and agreements set forth in this Section 10 are special, unique, and of an extraordinary character, and in the event of any default, breach or threatened breach hereof by such party, the other party shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, and shall be entitled to such relief as may be available to it pursuant hereto, at law or in equity. All such rights and remedies shall be cumulative, and none of them shall limit any other rights or remedies of either party. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11) Term and Termination.

- a) This Agreement shall commence as of the Effective Date and remain in effect until terminated by either party as set forth below.
- b) Notwithstanding anything to the contrary in this Agreement, either party, by written notice to the other party, may terminate this Agreement or, in its discretion, suspend its performance without terminating this Agreement upon the occurrence of any of the following:
 - i) the other party commits a breach of any of its obligations under this Agreement that materially impairs the first party's Intellectual Property rights; or
 - ii) except with respect to actions described in clause i) above, the other party commits a material breach of any of its obligations under this Agreement or the Acceptable Use and Privacy Policy and does not cure such breach within fourteen (14) days of receiving written notice from the non-breaching party specifying such material breach (or, if the breach is such that its cure would take a longer period, commenced to cure and proceeded diligently therewith) or
 - iii) the other party becomes insolvent, is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or becomes a subject of any proceeding commenced under any statute or law for the relief of debtors which is not dismissed within thirty (30) days of commencement or
 - iv) a receiver, trustee or liquidator of any of the property or income of the other party is appointed.
- c) BuildingReports shall have the right to terminate this Agreement immediately upon delivery of written notice to Member if Member fails to make any payment to BuildingReports within sixty (60) days of the date such payment is due and owing as provided in Section 8.
- d) Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party.
- e) A termination of this Agreement shall not relieve the parties of their continuing obligations under those provisions of this Agreement that, by their terms, survive the termination of this Agreement. Upon termination of this Agreement for any reason, Member shall:
 - i) promptly pay to BuildingReports any amounts then due from Member pursuant to the terms of this Agreement,
 - ii) return to BuildingReports or destroy all copies of the Proprietary Software and Documentation in Member's possession, and
 - iii) cease all use of the BuildingReports ProgramBuildingReports shall:
 - iv) provide to Member a copy of Member's Property Data in BuildingReport's possession and
 - v) return to Member or destroy all copies of Member's information that are on BuildingReport's servers and that identify customers of Member upon request.

12) Services Warranty.

- a) BuildingReports hereby represents and warrants that
 - i) the Services will be performed in a reasonable manner and
 - ii) the Proprietary Software will perform substantially in accordance with applicable Documentation.
- b) If Member becomes aware of a breach of the warranties set forth in Section 12(a) above, Member shall immediately notify BuildingReports in writing of such breach, and after receiving such notice, BuildingReports will
 - i) promptly investigate and determine the cause of such breach, and
 - ii) use its commercially reasonable efforts to either address and correct such breach or arrange a work-around. Member's exclusive remedy for any breach of the warranties made in this Section 12 or elsewhere in this Agreement will be the correction or replacement by BuildingReports of the Services or non-conforming component of the BuildingReports Program, as applicable.
- c) Notwithstanding anything to the contrary set forth herein, BuildingReports shall have no obligation to provide the warranty or maintenance or support services described herein if:
 - i) the performance failure of the BuildingReports Program is at least partially attributable to Member's materially deviating from applicable operating instructions;
 - ii) Member or any other person or entity (other than BuildingReports) has modified the BuildingReports Program or Services in a manner not authorized in writing by BuildingReports; or
 - iii) Member is using the BuildingReports Program or Services in conjunction with a central processing unit or any other computer hardware, software, network or peripherals not approved in advance by BuildingReports.

- d) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 12, THE SERVICES AND THE BUILDINGREPORTS PROGRAM ARE BEING PROVIDED "AS IS" AND BUILDINGREPORTS DOES NOT MAKE ANY WARRANTIES TO MEMBER OR ANY OTHER PERSON, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE BUILDINGREPORTS PROGRAM OR ANY SERVICES PROVIDED HEREUNDER. THE PROVISIONS OF THIS SECTION 12 SET FORTH MEMBER'S SOLE REMEDY FOR BREACH OF THE WARRANTIES PROVIDED IN THIS AGREEMENT.

13) Indemnification.

- a) Member hereby indemnifies BuildingReports and its Affiliates and their respective officers, directors, employees, agents and independent contractors (collectively, the "BuildingReports Indemnitees") and agrees to defend and hold the BuildingReports Indemnitees harmless from and against any and all losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, taxes, fines, penalties, liabilities, and claims (collectively, "Losses") sustained by or involving the BuildingReports Indemnitees arising out of, resulting from or relating to
- i) any breach by Member of this Agreement,
 - ii) use of the BuildingReports Program or Services by Member, any of Member's personnel, contractors or Authorized Users, or any other Persons who gain access to the BuildingReports Program or Services through Member, except to the extent such claims arise out of BuildingReports' negligence or willful misconduct, and
 - iii) any claims made by third parties in connection herewith, except to the extent such claims arise out of BuildingReports' negligence or willful misconduct.
- b) IN NO EVENT SHALL BUILDINGREPORTS OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, SUBCONTRACTORS OR REPRESENTATIVES BE LIABLE HEREUNDER FOR ANY LOSS OF DATA (EXCEPT TO THE EXTENT SUCH LOSS OF DATA OCCURS ON BUILDINGREPORT'S NETWORK AND IS CAUSED BY BUILDINGREPORTS) OR OTHER DAMAGES RESULTING FROM ANY DELAY OR DEFECT IN OR NON-DELIVERY OF ANY DATA TRANSMISSIONS. NEITHER PARTY SHALL BE LIABLE FOR ANY OTHER SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR BUILDINGREPORTS PROGRAM OR ANY BREACH OF ANY REPRESENTATION OR WARRANTY, WHETHER OR NOT EITHER PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE).
- c) UNDER NO CIRCUMSTANCES SHALL BUILDINGREPORTS' TOTAL LIABILITY TO MEMBER OR ANY OTHER PERSON, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EXCEED THE TOTAL AMOUNT PAID TO BUILDINGREPORTS BY MEMBER HEREUNDER.
- 14) **Force Majeure.** BuildingReports shall not be liable to Member or any other Person for any delay or failure to perform the Services or any provision of this Agreement if such delay or failure is caused by an act of God or any factor beyond the reasonable control of BuildingReports, or the failure of Member to comply with its obligations and responsibilities under this Agreement.
- 15) **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be deemed to create, or be construed as creating, any third party beneficiary right of action or other right of third parties.
- 16) **Assignment.** Member may not assign this Agreement (by operation of law or otherwise) without the express, prior written consent of BuildingReports in each instance.
- 17) **Waiver.** Neither party shall be deemed to have waived any provision hereof unless such waiver is in writing and executed by a duly authorized officer of the waiving party. No waiver by either party of any provision hereof on one occasion shall constitute a waiver of such provision on any other occasion.
- 18) **Severability.** The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition.
- 19) **Entire Agreement.** This Agreement, together with all Exhibits and Schedules hereto (all of which are incorporated herein by reference), constitutes the entire understanding and agreement of the parties, and supersedes all prior and contemporaneous understandings and agreements, written or oral, relating to the subject matter hereof.
- 20) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without regard to its rules concerning conflicts of laws.
- 21) **Captions.** Captions of the sections of this Agreement are for reference purposes only and do not constitute terms or conditions of this Agreement, nor shall they limit or affect the meaning of any term or condition hereof.
- 22) **Amendments.** This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

- 23) **Notices.** All notices and other communications in connection with this Agreement shall be in writing and (a) delivered personally, (b) sent by an express national courier service or, (c) sent by pre-paid, first class certified mail, return receipt requested. All notices and other communications contemplated by this Agreement shall be addressed as follows:

BuildingReports
1325 Satellite Boulevard, Suite 1607
Suwanee, GA 30024
Attention: Membership Services

Member:

The address specified on the signature page attached hereto or at such other address as Member may designate by written notice. Notice by courier or certified mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or the date of attempted delivery where the intended recipient refuses delivery. Notice delivered personally shall be deemed to have been delivered to and received by the addressee, and shall be effective on the date of delivery.

- 24) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 25) **Venue and Forum.** THE PARTIES HERETO AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE STATE AND FEDERAL COURTS IN AND FOR FULTON COUNTY, GEORGIA, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE, AND THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURTS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 26) **Attorney's Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach hereof, the non-prevailing party in any final judgment arising there from agrees to pay to the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.
- 27) **Inspection Rights.** During the term of this Agreement and for ninety (90) days thereafter, either party may, at its sole cost and after reasonable prior notice to the other party, reasonably inspect such information and systems of the other party as are necessary to verify the other party's compliance with the terms of this Agreement and the Acceptable Use and Privacy Policy; provided that such inspection does not unreasonably interfere with the day to day operations of the other party and any information obtained during such inspection is subject to the rights, restrictions and obligations in Sections 5 and 10. A party may conduct such an inspection no more often than once per year during the term of this Agreement and no more often than once following the termination of this Agreement. Notwithstanding anything to the contrary in this Section 27, neither party shall be entitled to inspect any information relating to any third party.

Signature: _____

Print Name: _____

Job Title: _____

Company Name: _____

Date Accepted: _____



2021 Authorities Having Jurisdiction BUILDING REPORTS

Compliance. Connectivity. Confidence.

ComplianceCenter Third-Party Inspections Portal - all fire & life safety ITM documents for facilities within jurisdiction					
Item - AHJ		Description - AHJ		Cost - AHJ	
ComplianceCenter Third Party Inspections Portal		Database of Inspection & Test Reports electronically submitted by Service Providers within jurisdiction boundaries,		Unlimited Use	Free
Online Portal Setup for AHJ		Initial setup of online portal includes unlimited AHJ User ID's, buildings, events, in-messages, notifications, submitted reports			Included
Initial Setup of Occupancy Database		Uploading of building and occupancy databases to AHJ's ComplianceCenter Portal			Included
Fire Prevention Staff Online/On-Site Training		Unlimited online training sessions for Fire Prevention staff and one initial on-location training if required.			Included
Item - Inspection Company		Description - Inspection Company		Cost - Inspection Company	
Online Portal Setup for Inspection Contractors		Initial setup of online portal, includes unlimited User ID's, buildings, in-messages, notifications, inspection submittals*			Included
Initial Notification of Inspection Contractors		Mailing of initial notification letter with two phone follow-ups for non-participating inspection contractors			Included
Inspection Contractor Training		Unlimited online training sessions for inspection contractors and one initial community-wide on-location training if required.			Included
* if all Building Owners / Facility Managers have valid email address in service.					
ComplianceCenter Optional Ancillary Services					
Hard Copy Notices via USPS		Includes printing, folding, envelope insertion & postage**		Each piece	5.00
** If inspection contractor fails to enter an email address for Building Owner / Facility Manager, or enters an invalid email address, hard-copy notices will need to be sent to Building Owner instead of emailed digital notices. Hard-copy notices incur a "\$5.00 per notice fee" in order to recover labor and postage costs and are charged to the inspection contractor during report submittal. The fee encourages service contractors to provide accurate email addresses for Building Owners and Facility Managers resulting in an up-to-date database of jurisdiction-wide industrial and commercial property contacts. The local industry is therefore enticed to participate in community paper-reduction campaign that rewards the participants with a fully digital "jurisdiction-wide, free-to-use compliance service" that fits within most local governments sustainability policies.					

BuildingReports Authority Having Jurisdiction User Agreement

This BuildingReports Authority Having Jurisdiction User Agreement (“**Agreement**”) is by and between the parties listed below:

	BuildingReports.com (referred to herein as “ BuildingReports ”)	Official (referred to herein as “ AHJ ”)
Entity/Official Name	BuildingReports.com, Inc.	
State of Formation (legal entity)/Name of AHJ Jurisdiction	Georgia	
Type of Entity/AHJ Official Title	corporation	
Business Address for Written Notices	1325 Satellite Boulevard Building 1600, Suite 1607 Suwanee, GA 30024-4651	
Email contact for Official notices	compliancecenter@buildingreports.com	

WHEREAS, AHJ is a public official (i.e. authority having jurisdiction) responsible for enforcing building fire and safety codes in the jurisdiction specified above;

WHEREAS, AHJ requires access to periodic fire and safety inspections that are facilitated by BuildingReports’ services, proprietary online portal, software, and databases; and

WHEREAS, BuildingReports desires to safeguard the data of its Member and Non-Member Users (Member indicates Service Companies and Facilities that subscribe to BuildingReports premium services, Non-Member indicates Service Companies and Facilities that subscribe to BuildingReports free ComplianceCenter services) that is stored on its servers;

NOW THEREFORE, for good and valuable consideration, and for the mutual promises contained herein, the parties hereby agree as follows:

1. **Services; ComplianceCenter.**

- a) BuildingReports shall provide AHJ with the Services set forth in Exhibit A in accordance with the standards of workmanship and professionalism prevailing in the industry. The Services shall be rendered at the location(s) set forth on Exhibit B.
- b) Subject to the terms and conditions set forth herein, BuildingReports grants to AHJ a non-exclusive, non-transferable, limited license to access and use BuildingReports’ proprietary online portal, software, database, and associated documentation (collectively referred to herein as “**ComplianceCenter**”) at each location specified on Exhibit B.
- c) BuildingReports shall respond to email support requests within four business hours of receipt during normal work days (Mondays through Fridays excluding Federal holidays).
- d) BuildingReports shall provide live call support available during normal business hours (i.e., 8:00am through 5:00pm Eastern Standard Time Mondays through Fridays excluding Federal holidays) at rates set forth in Exhibit A.

2. AHJ Responsibilities. AHJ shall:

- a) Designate by name the persons within AHJ's organization other than AHJ who have a need to access BuildingReports' website ("Authorized Users"). AHJ shall designate an Authorized User by registering each Authorized User with BuildingReports using BuildingReports' online portal, after which each Authorized User will be assigned an account and password. Each Authorized User must be under the authority of AHJ, and it is AHJ's responsibility to advise BuildingReports if an Authorized User has left his employ or should otherwise have its user account discontinued.
- b) Ensure that all use of the Services, BuildingReports' website, the documentation, or BuildingReports' proprietary software (collectively, "ComplianceCenter") are used only by AHJ or Authorized Users.
- c) Maintain the hardware, platforms, software and other systems that will communicate with, or be connected to, the ComplianceCenter and all its component parts.
- d) Use ComplianceCenter exclusively on the approved hardware and software, which AHJ shall provide at its own expense, as promulgated from time to time by BuildingReports. Additionally, AHJ shall provide all personnel and facilities, all hardware, software, communications equipment, telephone and communication lines, power, telephone service and other utilities as may be necessary (in BuildingReports sole opinion) for AHJ to receive the Services and utilize ComplianceCenter.
- e) Cooperate with BuildingReports in the performance of its Services, including promptly responding to any requests by BuildingReports for information. AHJ shall perform its duties and obligations hereunder in a professional manner in accordance with applicable laws.
- f) Use the BuildingReports only in compliance with all laws, rules, regulations and ordinances from every governmental authority with jurisdiction over AHJ.
- g) Comply with BuildingReports' information technology and security policies as defined in this document.

3. Payments. – section removed - not applicable to this document

4. Intellectual Property.

- a) AHJ acknowledges and agrees that BuildingReports is the sole and exclusive owner of any patents, trademarks, copyrights, and trade secrets embodied in ComplianceCenter (collectively, the "Intellectual Property"), as well as all other property rights and interests inherent in or associated with ComplianceCenter.
- b) Any tangible copies of the Intellectual Property in the possession of AHJ shall remain the exclusive property of BuildingReports and may not be disclosed, distributed, or furnished by AHJ or to any other person or entity unless authorized by BuildingReports in writing.
- c) All Intellectual Property, including all backup, archival or other copies in the possession of AHJ (including its affiliates and Authorized Users) shall be destroyed as BuildingReports shall specify from time to time, and in any case within 24 hours of the termination of this Agreement.
- d) AHJ acknowledges and agrees that: (i) the rights granted under this Agreement are non-exclusive, and BuildingReports may grant the same or similar rights and licenses to others; (ii) that this Agreement does not grant AHJ any license or rights in or to any trademark, service mark, or logo of BuildingReports; and (iii) BuildingReports has the right to disclose that AHJ is a participant in,

Initials for AHJ: _____

or a user of, ComplianceCenter in its promotional and advertising material.

- e) AHJ covenants that it shall not, either directly or indirectly on its own or on others' behalf, modify, prepare derivative works of, reverse engineer, decompile, or disassemble each and every component of ComplianceCenter.
- f) AHJ shall not (and shall not attempt to) use, sell, lease, license, sublicense, give, share, communicate, distribute, or otherwise transfer the Intellectual Property, including private label branding of the Services, to any person or entity other than as expressly permitted in this Agreement.
- g) AHJ may not publicize or use BuildingReports®, ComplianceCenter(™) or any other trademark or service mark of BuildingReports, without the prior express written consent of BuildingReports, except in accordance with the Services, e.g. on printed AHJ reports which are required to display such marks.

5. Confidential Information and Trade Secrets; Data Ownership; Use of Member and Property Owner Data.

- a) "Confidential Information" is defined to include all technical or non-technical data, information, and material, regardless of format, medium, or source, regarding the facilities, systems, hardware, software, operation, business, financial affairs, products, services, customers, independent contractors and employees of BuildingReports, and the users of ComplianceCenter, i.e. Members, Non-Member Users, and AHJs which AHJ may become aware of as a result of its use of ComplianceCenter, or as part of the Services. Confidential Information shall include building fire and safety inspection data which is stored on BuildingReports' servers, except for such data that is publicly-available.
- b) "Trade Secrets" are defined to include the following:
 - i. the identity and contact information of all Members and Non-Member Users;
 - ii. the terms, details, and specifications of any Services to be performed by us;
 - iii. the terms, details and of all agreements (written and oral), work orders, proposals, quotes, statements of work, and other documents of all types between BuildingReports and AHJ, including the terms of this Agreement;
 - iv. all source code, object code, programming code, macros, object libraries, technical specifications, files of all types (including, though not limited to, HTML and Java files), graphics, animation, computer software, script, digital imagery, illustrations, photography, video, sound effects, report formats, application data, finalized print materials, finalized applications, text, software, materials, documentation, methods, systems, processes, packaging, works, and other tangible items describing, illustrating, explaining, incorporating, or using any of these things, including all of BuildingReports' proprietary software system which allows an AHJ to electronically perform data collection and record the results, specifically including software for the iOS, Android OS, PalmOS, Windows Mobile, Mac OSX, and Windows platforms which allows the collection of information and the exchange of data between the handheld device and the BuildingReports web server; and
 - v. any other information, without regard to form or marking, including technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, or product plans which is not commonly known by or available to the public and which information derives

economic value, actual or potential, from not being generally known to , and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of reasonable efforts to maintain secrecy.

- c) AHJ shall not use, duplicate, or reproduce any Confidential Information or Trade Secrets except in its official capacity; nor shall it publish, divulge, distribute, or disclose any Confidential Information or Trade Secrets to any other person or entity except in its official capacity in accordance with applicable laws and regulations, and then only to the minimum extent necessary to comply with such laws and regulations. AHJ shall safeguard the Confidential Information and Trade Secrets to prevent inadvertent or unauthorized disclosure; in no case shall AHJ use less than reasonable means to protect the Confidential Information and Trade Secrets. AHJ hereby acknowledges his confidentiality obligations under both the terms of this Agreement and his ethical obligations as a public official. AHJ shall ensure that any personnel working under its authority are aware of their obligations regarding the Confidential Information and Trade Secrets and acknowledges that it shall be liable for any breach of these obligations by such personnel.
 - d) AHJ hereby grants to BuildingReports a non-exclusive, worldwide, perpetual, fully paid-up and royalty-free license to any building fire and safety inspection data uploaded to BuildingReports servers using ComplianceCenter. AHJ acknowledges and agrees that any such data shall be retained by BuildingReports for five (5) years, or for such period otherwise required by law, whichever is greater.
 - e) AHJ hereby grants to BuildingReports non-exclusive, worldwide, perpetual, fully-paid up and royalty-free license to use all data (including reports) generated by the AHJ for BuildingReports' own advertising and promotional purposes, provided that BuildingReports anonymizes and aggregates such data with other AHJ User data. BuildingReports reserves the right to disclose data (including reports) generated by the AHJ to the property owners or lessees for whom AHJ collects data.
 - f) Either BuildingReports, or any Member or Non-Member whose data is disclosed as a result of a breach of AHJ's confidentiality obligations, shall have the right, but not the obligation, to enforce the confidentiality provisions of this Agreement against AHJ.
 - g) AHJ's confidentiality obligations set forth in this section shall survive termination of this agreement for (i) five (5) years or the maximum time allowable by law, whichever is less, for Confidential Information, and (ii) indefinitely, for information categorized as Trade Secrets.
 - h) AHJ hereby acknowledges and agrees that, in the event of its breach of the provisions set forth in this Section, BuildingReports, or any Member or NMU whose information is disclosed as a result of such a breach, may in addition to any other remedies available at law, seek equitable relief against the breaching party, including seeking an injunction to prevent any further breach and remedy an existing breach.
6. Subcontracting. BuildingReports may, in its sole discretion, assign or subcontract some or all of the Services to others; provided that BuildingReports shall be fully responsible for the performance of services by that subcontractor or assignee.
7. Term and Termination. This Agreement shall commence on the date upon its execution by both parties ("Effective Date") and shall remain in effect until terminated by:
- a) Either party rendering at least ninety (90) days' prior written notice to the other party;
 - b) Either party upon the other's material breach of a provision of this Agreement; provided that, the

Initials for AHJ: _____

breaching party shall five (5) days from receipt of written notice from the non-breaching party to cure such breach. If the breach is not cured by midnight on the fifth day, then the non-breaching party can end this Agreement immediately.

- c) Either party upon immediate notice to the other party, if that other party becomes (or is adjudged) insolvent, files for relief under Federal bankruptcy laws, has a petition filed against it in Federal court for bankruptcy relief and if the petition is not dismissed within 15 days of filing; or is adjudged bankrupt; or makes a general assignment for the benefit of its creditors; or becomes subject of any proceeding under any Federal or state statute or law for the relief of debtors which is not dismissed within 15 days of filing; or if a receiver, trustee or liquidator is appointed for that party;
 - d) BuildingReports, if employment as a public official ceases for any reason.
8. Effect of Termination. When this Agreement ends for whatever reason, AHJ shall: (i) return to BuildingReports (at its expense) all copies of the Proprietary Software and Documentation in AHJ's possession, and (ii) cease all use of ComplianceCenter. Notwithstanding any of the foregoing, termination of this Agreement by either Party shall not relieve AHJ of his obligations which accrued through the end date, which, along with the Confidentiality Provisions in Section 5, shall survive termination of this Agreement.
9. Warranty.
- a) BuildingReports hereby represents and warrants that the Services will be performed in a workmanlike, professional, and commercially reasonable manner as judged by the standards of the industry. AHJ shall immediately notify BuildingReports in writing in the event that the Services fall below such standard, and after receiving such notice, BuildingReports will use commercially reasonable efforts to either address and correct such breach or arrange a work-around.
 - b) AHJ's exclusive remedy for any breach of the warranties made in this this Agreement is the correction or replacement by BuildingReports of the Services or repair of the non-conforming component of ComplianceCenter, whichever is applicable.
 - c) Notwithstanding anything to the contrary set forth herein, BuildingReports shall have no obligation to provide maintenance or support services described herein if the performance failure of ComplianceCenter is in any way attributable to AHJ's (or anyone working under AHJ's authority): (i) deviating from the operating instructions; (ii) altering, changing, or otherwise modifying ComplianceCenter or Services in a manner not authorized in writing by BuildingReports; or if AHJ or anyone working under their authority is using ComplianceCenter or Services in conjunction with non-approved hardware or software.
10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN SECTION 9 ABOVE, THE SERVICES AND COMPLIANCECENTER ARE BEING PROVIDED "AS IS" AND BUILDINGREPORTS DOES NOT MAKE ANY WARRANTIES TO AHJ OR ANY OTHER PERSON, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO COMPLIANCECENTER OR ANY SERVICES PROVIDED HEREUNDER. THE PROVISIONS IN SECTION 9 ARE AHJ'S SOLE REMEDY FOR BREACH OF THE WARRANTIES PROVIDED IN THIS AGREEMENT. BUILDINGREPORTS DOES NOT WARRANT THE ACCURACY, VERACITY, OR COMPLETENESS OF DATA HOSTED ON ITS SERVERS THAT IS PROVIDED

BY A MEMBER, NON-MEMBER USER, OR AHJ.

IN NO EVENT SHALL BUILDINGREPORTS, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, LICENSORS, SUBCONTRACTORS OR REPRESENTATIVES BE LIABLE FOR ANY LOSS OF DATA, OR OTHER DAMAGES RESULTING FROM ANY DELAY IN OR NON-DELIVERY OF ANY DATA TRANSMISSIONS. BUILDINGREPORTS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES WHICH ARISE FROM THE USE, OR INABILITY TO USE, THE SERVICES OR ANY BREACH OF ANY PROMISE, REPRESENTATION OR WARRANTY, OR WHICH ARISE IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, BUILDINGREPORTS' LIABILITY TO AHJ SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY AHJ TO BUILDINGREPORTS IN THE 90 DAYS PRIOR THE DATE ON WHICH THE LIABILITY AROSE.

11. Miscellaneous.

- a) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, notwithstanding its conflicts of laws provisions.
- b) Notices. Any notice under this Agreement may be delivered via electronic means (e.g. email), provided that such communication must be able to be acknowledged (e.g. via read receipt) by the addressee. In the event such acknowledgement is not received, notice shall be given in writing, delivered by hand or by certified or registered mail, postage prepaid, addressed as provided below (or to such other persons and addresses either Party may designate in writing). Notice can also be given by established nationwide delivery service (e.g., Federal Express, UPS). A notice shall be deemed given three days from the date of delivery or the first attempted delivery (whichever occurs first). All notices to a Party under this Agreement will be sent to the electronic or physical addresses specified at the beginning of this Agreement, as amended from time to time by giving written notice to the other party.
- c) Authority. Each party hereby represents and warrants to the other that it has all consents, permits, licenses and approvals necessary for it to enter into this Agreement and perform any and all of its obligations herein.
- d) Severability. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability or any other provision.
- e) No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting on any breach of any provision shall be construed to be a waiver of such breach.
- f) Assignment. This Agreement and AHJ's rights, duties, and obligations under this Agreement are personal to the AHJ. Therefore, those rights, duties and obligations cannot be assigned, delegated or otherwise transferred by AHJ, or by operation of law, without BuildingReports' prior written consent. This consent may be granted or withheld in BuildingReports' sole discretion. Any attempted assignment, delegation, or transfer by AHJ without BuildingReports' consent shall be void, and shall constitute a material breach of this Agreement. BuildingReports may freely assign its rights and obligations under this Agreement to any subsidiary, related, or affiliated entity.
- g) Binding Nature. This agreement is binding upon, and inures to the benefit of, both AHJ and BuildingReports, and each party's respective heirs, assigns, representatives and successors.
- h) Non-Exclusivity. This Agreement is non-exclusive and the parties may enter into similar agreements with other parties without restriction as to number, location, and application.

- i) Force Majeure. A party shall not be liable to the other for any delay or failure to perform any provision of this Agreement if such delay or failure is caused by fire, flood, or other acts of God, acts of civil unrest or terrorism, governmental action, internet or other network failure, or by any other reason or circumstances which are beyond such party's reasonable control.
- j) Captions; Construction. Captions of the sections of this Agreement are for reference purposes only and do not constitute terms or conditions of this Agreement, nor shall they limit or affect the meaning of any term or condition in it. In this Agreement, "including" means "including but not limited to". Use of male pronouns, e.g. "he", "his", "him" herein shall also mean "she", "hers", "her", or "it" or "its", as the case may be and as context requires.
- k) Reproduction of this Agreement. AHJ understands and agrees that BuildingReports may reproduce this Agreement (by electronic means or otherwise) and thereafter may destroy the original document. AHJ agrees that this Agreement so reproduced shall be binding upon AHJ and enforceable and admissible in evidence against AHJ to the same extent as if the original of this Agreement had not been destroyed and was presented to AHJ.
- l) Venue and Forum. The parties agree that jurisdiction and venue for any action arising out of this Agreement, or its subject matter, or the performance or non-performance under it, or on any other matter resulting from the relationship of BuildingReports and the AHJ shall be exclusively in the state and federal courts located in Gwinnett County, Georgia and the Northern District of Georgia, respectively. The parties irrevocably submit to the exclusive jurisdiction of such courts and irrevocably waive the defense of inconvenient jurisdiction. Service of process may be made in any manner recognized by the courts of Gwinnett County, Georgia. The parties also irrevocably waive its right to a jury trial on any matter arising out of this Agreement or the transactions contemplated in it.
- m) Entire Agreement. This written Agreement (including the Exhibits, which are expressly incorporated herein) represents the final and complete understanding of the parties regarding the subject matter herein, notwithstanding any oral or written agreements to the contrary, including terms contained in Purchase Orders exchanged between the parties. Notwithstanding the foregoing, BuildingReports may amend any Exhibit from time to time, and after BuildingReports gives notice of the change to AHJ, AHJ's continued use of ComplianceCenter and the Services shall indicate its assent to such amendments. Any other amendments to this Agreement shall be in a writing (including electronic) that specifically references this Agreement and shall be effective only if such writing is executed by both parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties by their signatures below hereby cause this Agreement to be effective and legally binding:

BUILDINGREPORTS.COM, INC.

("AHJ")_____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Initials for AHJ: _____

Exhibit A**Services**

“Services” includes items set forth below:

- i) Creation and Maintenance of Building records.
- ii) Creation and Maintenance of User Accounts.
- iii) Scheduling and Creation of Fire and Life Safety Inspections
- iv) Approval of 3rd Party Fire and Life Safety Service companies within Jurisdiction
- v) Access to inspection information within Jurisdiction
- vi) Creation of Inspection Forms to be used by 3rd Party Fire and Life Safety Service companies within Jurisdiction.
- vii) Access to more customized inspection reports
- viii) Access to related industry reports on aggregate inspections: efficiency, inspection totals, statistical reports, etc.
- ix) Create and Maintain history on Citations and Notifications sent to Buildings
- x) Send and Receive Official Correspondence Building and Jurisdiction
- xi) Automated Notifications for specific events
- xii) Basic Technical support provided at no charge.

The Services also means the data management, hosting, reporting and other services to be provided by BuildingReports: BuildingReports’ Website serves as the central repository for data collected using hand-held scanning devices and allows the automatic generation of a variety of inspection reports associated with this data. The following is a partial list of the Services provided by the BuildingReports Website:

- i) Integration of data sent by the appropriate application.
- ii) Generation of Inspection Reports
- iii) Creation of new building accounts
- iv) Creation of new user accounts with specified privileges.
- v) Online access to various forms of documentation, such as help files, FAQ lists, and legal documentation.
- vi) Creation of Citations and Notices to be sent to Buildings

Exhibit B
Service Addresses

Initials for AHJ: _____

Nina Williams

From: Lance Randall <lrandall@buildingreports.com>
Sent: Friday, July 9, 2021 2:52 PM
To: Prevention; Nina Williams
Subject: Re: Inspection Questions

Follow Up Flag: Follow up
Flag Status: Flagged

Hello again Jim and Nina,

Jim, thanks for that info and no worries, I don't think you're going to have to wait until next year's budget to get something in place right away. I think you and Nina are both going to really like what I was able to work up for Bisbee Fire. As I said, the basic free set-up will include our ComplianceCenter portal for third party inspection companies to upload their ITM reports, and include me helping you get a fillable PDF/electronic form to fill out for your inspections. So at the very least, I would love to work together on getting that set up for you.

Now, what I'd really prefer to get you set up with is a BRForms account in conjunction with ComplianceCenter. I truly believe the tools and features BRForms offers will dramatically improve your internal inspection, scheduling, and invoicing procedures for Bisbee Fire. I did not get a chance to demonstrate the capabilities of BRForms for you and Nina during our initial demo, because frankly I did not fully understand all the features and capabilities myself! But after speaking with my supervisors about what you were looking for like NFPA codes, scheduling assistance, and billing/invoicing assistance, it turns out all that and more is included with BRForms. Here is your custom quote breakdown and description of what's included. Because you're adopting ComplianceCenter for third party inspection tracking, I am able to give you **A LOT** of discounts as you will see. I'll be able to demonstrate how each of these work next week when we have time for another meeting so don't worry if the descriptions aren't clear.

Online Inspection Portal Setup - ~~\$295/setup~~ - **Included / \$0**

- Initial setup of online portal, includes unlimited user ID's

Account Manager - ~~\$49.99/month~~ - **Included / \$0**

- Oversee an account or group of accounts through a secure online portal (for an AHJ accounts = buildings)
- View and manage building access at the account or individual level (give access to buildings to view their inspections)
- Create a building inspection schedule
- Manage all company buildings and building owners with unique interface

Scheduling Manager - ~~\$49.99/month~~ - **Included / \$0**

- Manage inspection schedules for unlimited field staff
- Communicate and confirm upcoming inspections automatically via email
- Track inspection schedules in the field
- Monitor inspector hours for better resource management

Notification Manager - ~~\$49.99/month~~ - **Included / \$0**

- Monitor company inspection activity with automatic email and SMS notifications
- Notify customers when new inspection reports are available
- Alert staff to any report discrepancies
- Create customized email or SMS alerts for various types of work activities

Service Manager- ~~\$295 setup~~ - **Setup Included / \$1.95 per ticket/invoice sent** **don't have to include this if you prefer*

- Communicate and confirm service/inspection appointments automatically via email
- Create service tickets/inspection invoices
- Track service pricing and tech hours
- Manage service/inspection events in the field

On Location/Virtual Training - Deployment of BRForms - ~~\$1695~~ - **Included / \$0 with ComplianceCenter Adoption**

- Includes training for your department on how to use BRForms, any materials necessary, and catering if in person. Must adopt our free compliancecenter solution for collecting, tracking, and managing third party inspection reports to get free training. No additional costs for future additional training or support needed either.

Digital Form Creation and Mobile App Integration - **\$200 per form, one time fee**

- Customized digital inspection form creation including integration into the BRForms app so you can perform inspections from any mobile device quickly, and effectively - *NFPA codes cited for deficiencies included!*

Per Form/Inspection Upload Fee - **\$1.95 per form/inspection upload fee** **billed monthly*

- Each time an inspection form is completed by you using the BRForms app and uploaded to your web account portal.

Based on what you told me, if you do 15 inspections a month, you're only looking at \$29.25 per month for inspection costs and \$29.95 per month for invoicing/billing costs (should you choose to include *Service Manager* for billing). However, you have the option to recover your expenses by charging the building/facilities just an extra \$2 or \$4 per inspection as a technology fee. This way you are only responsible for the one time \$200 fee per form we create and integrate into our BRForms mobile application which I promise is much more efficient than a fillable PDF document, and easier.

So what day next week works for us to have another meeting so I can show you how BRForms works in action? Wednesday morning or anytime Thursday or Friday work for you?

-Lance

On Thu, Jul 8, 2021 at 3:52 PM Prevention <Prevention@bisbeeaz.gov> wrote:

Hello Lance,

I don't think I will need the ScanSeries at this time I was just curious about the price, BR forms would work for what I need. To be honest we have no budget for this. The budget has already been approved for the year so I would have to talk to the Fire Chief and see if he could pull anything from somewhere else. It all depends on the cost I may have to wait till next year to get anything extra.

Thanks,

Jim Richardson

Fire Marshal

76 Erie St.

Bisbee, AZ. 85603

Cell: 520-366-7294

From: Lance Randall [mailto:lrandall@buildingreports.com]

Sent: Thursday, July 8, 2021 3:08 PM

To: Nina Williams <NWilliams@bisbeeaz.gov>; Prevention <Prevention@bisbeeaz.gov>

Subject: Inspection Questions

Hi Nina and Jim,

I have some great news about your quote and the different products we can offer Bisbee Fire to help not just with collecting inspection data from third party companies, but also some great technology to help with your own fire inspections.

BuildingReports has two main platforms for doing inspections; **ScanSeries** and **BR Forms**:

ScanSeries is the technology that uses individual device barcodes and a mobile device to collect information for every device in a given system we call "suites" such as FireScan, SprinklerScan, and SuppressionScan. This system requires the inspector to place individual barcodes on each device in a building during the initial inspection. During future inspections, the inspector scans the same barcode stickers which should last at least 7 years. Abundant data is provided on each device such as manufacturer's sensitivity ranges, smoke sensitivity, electrical and mechanical components, warranty and recall information, parent-

child/system-device relationships, and much more. I could be wrong, but I believe the ScanSeries platform is a little overkill for your needs and does have a larger price tag.

BR Forms on the other hand I think will fit your needs perfectly, and will be significantly less cost. BRForms is a mobile and web-based application that enables unmatched digital forms distribution, availability and accessibility. With BRForms, we can quickly create new digital forms or convert existing paper forms into digital documents. Users then complete the form online or on any mobile device and securely upload it to your web portal for immediate availability. In addition, another great feature is your ability to grant a building owner/facility manager secure access to view their inspection reports electronically. I was told that these reports will also be able to cite NFPA/IFC codes as they relate to deficiencies.

Both types of platforms/accounts have features available you mentioned you were interested in including scheduling manager, which allows you to schedule and notify buildings of upcoming inspections, and invoicing/service ticket generation to inform buildings of the costs associated with your inspection.

Before I write up a formal quote for Bisbee Fire, would you be more interested in the ScanSeries option, or BRForms option? It may also help me to know your approximate budget you are trying to stay within.

Look forward to your response so I can provide you with the best possible quote.

Thanks,

--

Lance Randall

ComplianceCenter Specialist

Phone: 480-750-2397

lrandall@buildingreports.com



--

Lance Randall

ComplianceCenter Specialist

Phone: 480-750-2397

lranda11@buildingreports.com





REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 3, 2021

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 8, 2021

REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☒ FORMAL ACTION ☐ OTHER ☐

SUBJECT: PUBLIC HEARING AND DISCUSSION AND POSSIBLE APPROVAL OF THE NOTICE OF INTENT TO ADOPT ORDINANCE O-21-12; AMENDING ARTICLE 6 "GENERAL PROVISIONS" SECTION 6.4 "WALLS AND FENCES" BY INSERTING SCREENS FOR THE PURPOSE OF PROVIDING AN OPPORTUNITY FOR RECREATIONAL COURTS AS ACCESSORY USES IN PUBLIC USE AND/OR COMMERCIAL HISTORIC DISTRICT, TO PROTECT THE INTEGRITY OF NEIGHBORING PUBLIC USE AND/OR COMMERCIAL AREAS, AND TO MITIGATE ANY DELETERIOUS IMPACTS ON PROXIMATE PROPERTIES.

FROM: Joe Ward, Building Inspector/ Code Enforcement

RECOMMENDATION: Approve the Notice of Intent

PROPOSED MOTION: I move to approve the Notice of Intent to Adopt Ordinance O-21-12 Amending Article 6, General Provisions Section 6.4 Walls and Fees by inserting Screens for the purpose of providing an opportunity for Recreational Courts as accessory uses in public use and/or Commercial Historic District, to protect the Integrity of Neighboring public use and/or Commercial areas, and to mitigate any deleterious impacts on proximate properties set forth in Exhibit ____.

DISCUSSION:

The Design Review Board held a Regular Meeting on May 5, 2021 to discuss the proposed and amendment to the Zoning Code Article 6, General Provisions Section 6.4 Walls and Fees by inserting Screens for the purpose of providing an opportunity for Recreational Courts as accessory uses in public use and/or Commercial Historic District, to protect the Integrity of Neighboring public use and/or Commercial areas, and to mitigate any deleterious impacts on proximate properties. The Design Review Board voted unanimously to recommend to the Planning and Zoning Commission.

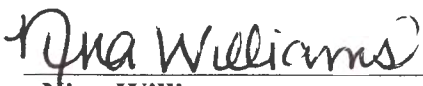
- Exhibit A details what the Design Review Board sent to the Planning and Zoning Commission for consideration.

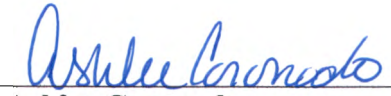
The Planning and Zoning Commission held a public hearing on June 17, 2021 to hear comments on the proposed amendment to the Zoning Code Article 6, General Provisions Section 6.4 Walls and Fees by inserting Screens for the purpose of providing an opportunity for Recreational Courts as accessory uses in public use and/or Commercial Historic District, to protect the Integrity of Neighboring public use and/or Commercial areas, and to mitigate any deleterious impacts on proximate properties. The Planning Commission voted unanimously to recommend approval of this amendment.

- Exhibit B details what the Planning and Zoning Commission recommended to Mayor and Council for approval.

Staff is asking that Mayor and Council decide which exhibit that will be in the best interest of the City of Bisbee and its citizens.

FISCAL IMPACT:**DEPARTMENT LINE ITEM ACCOUNT:****BALANCE IN LINE ITEM IF APPROVED:**

Prepared by: 
Nina Williams
Deputy City Clerk

Reviewed by: 
Ashlee Coronado
City Clerk

**NOTICE OF INTENT
ORDINANCE O-21-12**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BISBEE, ARIZONA, DECLARING THE DOCUMENT ENTITLED “ZONING CODE AMENDMENT ARTICLE 6, SECTION 6.4 WALLS AND FENCES” AS A PUBLIC RECORD; AMENDING ZONING CODE ARTICLE 6, SECTION 6.4 WALLS AND FENCES BY INSERTING SCREENS FOR THE PURPOSE OF PROVIDING AN OPPORTUNITY FOR RECREATIONAL COURTS AS ACCESSORY USES IN PUBLIC USE AND/OR COMMERCIAL HISTORIC DISTRICT, TO PROTECT THE INTEGRITY OF NEIGHBORING PUBLIC USE AND/OR COMMERCIAL AREAS, AND TO MITIGATE ANY DELETERIOUS IMPACTS ON PROXIMATE PROPERTIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Bisbee Zoning Code serves to secure the social, physical, and economic advantages of the citizens of Bisbee; and

WHEREAS, the Planning and Zoning Commission of the City of Bisbee develop and recommend ordinances to the City Council for carrying out plans, goals, and objectives related to growth, development, and redevelopment of the City; and

WHEREAS, in order to preserve the unique beauty of the City, we encourage growth and re-development, the Planning and Zoning Commission approved the recommendation of a proposed amendment to Zoning Code, Article 6, Section 6.4 by inserting Screens which would provide an opportunity for Recreational Courts as Accessory uses in Public Use and/or Commercial Historic District, to protect the Integrity of Neighboring Public Use and/or Commercial areas, and to Mitigate any Deleterious Impacts on Proximate Properties set for in Exhibit A or Exhibit B, hereto; and

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to adopt the amendment to Zoning Code, Article 6, Section 6.4 by inserting Screens, as set forth on Exhibit A or Exhibit B, hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, THAT:

Section 1. That document entitled “Zoning Code Amendment Article 6, Section 64. Walls and Fences,” three (3) copies of which are on file in the office of the City Clerk of the City of Bisbee, Arizona, is hereby declared to be a public record.

Section 2. The Code of Bisbee, Arizona, Zoning Code Article 6, Section 6.4, is hereby amended to inserts Screens, as set forth in that certain document entitled “Zoning Code Amendment Article 6, Section 64. Walls and Fences,” which document is attached Exhibit A or Exhibit B, and incorporated herein by reference.

Section 3. Providing for Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict with this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2021.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph Estes, City Attorney

EXHIBIT A

6.4 Walls and Fences

Walls and fences shall meet the following requirements, and shall be subject to the requirements of Section 6.2, as applicable:

- A. On property zoned R or RM, Residential, walls and fences:
 1. Shall not exceed four (4) feet in height in the front yard and in that portion of the side yard that is between the front lot line and a parallel line extended from the front of the main building to the side lot line.
 2. Shall not exceed six (6) feet in height in the remaining portion of the side yard and rear yard.
 3. Shall not obstruct the view within the sight triangle as needed for viewing intersecting traffic on corner lots.
- B. On property zoned C and M, Commercial and Manufacturing, walls and fences:
 1. Shall not exceed eight (8) feet in height.
 2. Are required for screening on the side and rear property lines where commercial and industrial uses are adjacent to residential districts, and shall be constructed of masonry, wood, or slatted chain link fencing or approved landscaping, as necessary to be sight-obscuring, and shall be maintained in this condition. Screening fences shall not be less than six (6) feet in height and may be required to be up to eight (8) feet in height, if necessary to effectively screen the adjacent residential properties, under the particular circumstances.
 3. Shall be set back sufficiently from the property lines on corner lots to avoid interference with the sight triangle as needed for viewing intersecting traffic on corner lots.
- C. ~~Parks, Utilities, and Government Maintenance Yards~~Screens:
 1. ~~Open fencing not to exceed eight (8) feet in height may be placed around parks, utilities, and government maintenance yards for security and safety.~~
The purpose is to provide an opportunity for recreational courts as accessory uses in public use and/or commercial Historic District, to protect the integrity of neighboring public use and/or commercial areas, and to mitigate any deleterious impacts on proximate properties.
Screens: A fixed or movable upright partition used to divide a room, give shelter from drafts, heat, or light, or to provide concealment or privacy.
 1. Wherever practicable employ screens which can be stored out-of-sight when not in use.
 2. Design screens to minimize impact to the appearance of the existing buildings.
 3. Do Not install permanent screens that block the view of historic facades or block significant view corridors.
 4. Do Not install screens that impact natural light to neighboring properties.
 5. Permanent screens shall not exceed six (6) feet above the surface that they protect.
 6. Recommend incorporating landscaping (plant material) into the screen design.
 7. There shall not be any Advertising on Screens
- D. Parks, Utilities, and Government Maintenance Yards
 1. Open fencing not to exceed eight (8) feet in height may be placed around parks, utilities, and government maintenance yards for security and safety.

EXHIBIT B

6.4 Walls and Fences

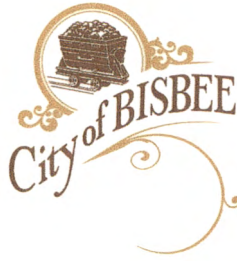
Walls and fences shall meet the following requirements, and shall be subject to the requirements of Section 6.2, as applicable:

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 - 1. Shall not exceed four (4) feet in height in the front yard and in that portion of the side yard that is between the front lot line and a parallel line extended from the front of the main building to the side lot line.
 - 2. Shall not exceed six (6) feet in height in the remaining portion of the side yard and rear yard.
 - 3. Shall not obstruct the view within the sight triangle as needed for viewing intersecting traffic on corner lots.
- B. On property zoned C and M, Commercial and Manufacturing, walls and fences:
 - 1. Shall not exceed eight (8) feet in height.
 - 2. Are required for screening on the side and rear property lines where commercial and industrial uses are adjacent to residential districts, and shall be constructed of masonry, wood, or slatted chain link fencing or approved landscaping, as necessary to be sight-obscuring, and shall be maintained in this condition. Screening fences shall not be less than six (6) feet in height and may be required to be up to eight (8) feet in height, if necessary to effectively screen the adjacent residential properties, under the particular circumstances.
 - 3. Shall be set back sufficiently from the property lines on corner lots to avoid interference with the sight triangle as needed for viewing intersecting traffic on corner lots.
- C. ~~Parks, Utilities, and Government Maintenance Yards~~Screens:
 - 1. ~~Open fencing not to exceed eight (8) feet in height may be placed around parks, utilities, and government maintenance yards for security and safety.~~

The purpose is to provide an opportunity for recreational courts as accessory uses in public use and/or commercial Historic District, to protect the integrity of neighboring public use and/or commercial areas, and to mitigate any deleterious impacts on proximate properties.

Screens: A fixed or movable upright partition used to divide a room, give shelter from drafts, heat, or light, or to provide concealment or privacy.

 - 1. Employ screens which can be stored out-of-sight when not in use.
 - 2. Design screens to minimize impact to the appearance of the existing buildings.
 - 3. Do Not install permanent screens that block the view of historic facades or block significant view corridors.
 - 4. Do Not install screens that impact natural light to neighboring properties.
 - 5. Screens shall not exceed six (6) feet above the surface that they protect.
 - 6. There shall not be any Advertising on Screens
- D. Parks, Utilities, and Government Maintenance Yards
 - 1. Open fencing not to exceed eight (8) feet in height may be placed around parks, utilities, and government maintenance yards for security and safety.



**PUBLIC NOTICE
PUBLIC HEARING
MAYOR AND COUNCIL
TUESDAY, AUGUST 3, 2021 AT 7:00PM
VIA THE ZOOM MEETING PLATFORM**

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

<https://us02web.zoom.us/j/86566557792>

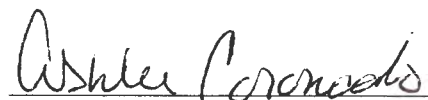
OR TELEPHONE:

DIAL US: +1 346 248 7799

WEBINAR ID: 865 6655 7792

THE MAYOR AND COUNCIL OF THE CITY OF BISBEE WILL BE HOLDING A PUBLIC HEARING REGARDING AMENDING ZONING CODE ARTICLE 6 “GENERAL PROVISIONS” SECTION 6.4 “WALLS AND FENCES” BY INSERTING SCREENS FOR THE PURPOSE OF PROVIDING AN OPPORTUNITY FOR RECREATIONAL COURTS AS ACCESSORY USES IN PUBLIC USE AND/OR COMMERCIAL HISTORIC DISTRICT, TO PROTECT THE INTEGRITY OF NEIGHBORING PUBLIC USE AND/OR COMMERCIAL AREAS, AND TO MITIGATE ANY DELETERIOUS IMPACTS ON PROXIMATE PROPERTIES.

FOR ADDITIONAL INFORMATION PLEASE CONTACT JOE WARD, BUILDING INSPECTOR (520) 227-5410 OR BY EMAIL: JWARD@BISBEEAZ.GOV


ASHLEE CORONADO, CITY CLERK

MINUTES
Design Review Board
ZOOM MEETING
May 5, 2021, at 5:30 PM
City of Bisbee, 76 Erie Street,
Bisbee, Arizona 85603

The Meeting Called to Order by SHAWN YOUNG at 5:31PM

Roll Call-Board Members

Design Review Board	Present	Absent	Excused
Peter Gaffer	X		
Stephan Green	5:34PM		
Yvette Ponte	-	-	X
Scot Perfect	X		
Linda Santellanes, Vice Chair	X		
Ben Lepley	X		
Shawn Young, Chair	X		
Frank Davis , City Council Liaison	X		
Nina Williams, Staff Liaison	X / X		
Joe Ward, Staff Liaison			

The staff would like to inform all applicants

- 1. That all applications on this DRB agenda will require a building permit or a sign permit.**
- 2. That Design Review Board approval does not necessarily reflect the views and policies of the State Historic Preservation Office, which controls decisions impacting tax status of designated contributing historic properties. Please review SHPO's policies. If necessary, contact them directly before making any exterior changes to your property.**

The intent of the Design Review process as applied within the Bisbee Historic District is to:

- A. Improve and encourage uses leading to the conservation and/or rehabilitation of buildings, structures, sites, objects and spaces within the Historic District, while allowing for a vibrant, creative and livable community.**
- B. Encourage harmonious growth and orderly development.**
- C. Assure that future setting, design and construction will correspond to and enhance the visual characteristics of the district.**
- D. Prevent construction, alteration or remodeling from occurring in a manner that would be detrimental to the historical or visual characteristics of the district.**

CALL TO THE PUBLIC: *Residents* of the City of Bisbee may speak at this time regarding Design Review Board topics that **ARE NOT ON THE AGENDA**

(Please note that the public may address the Board regarding individual items on this agenda following the applicant's initial presentation of their agenda item)

Speaking time limits will be observed during the Call to the Public, the speaking time limit is three (3) minutes per person.

OLD BUSINESS

NEW BUSINESS

Agenda Item 1.

Application 21-30 Bisbee Residential Historic District, Non-Contributing #829 located at 930 Sims Road, Applicants Kirk & Lori Reynolds.

This application is seeking approval to replace the front door with an exterior ¾ lite 2 panel energy efficient fiberglass door to replace the existing interior 15 lite energy inefficient door that is, not installed correctly.

Pursuant to Bisbee Zoning Code Article 3.5.2.A, the property owner is required to obtain approval from the DRB prior to the change of any building's exterior feature.

Mrs. Reynolds spoke regarding her application to the Board and Answered questions.

MOTION: Mr. Lepley moved to approve application 21-30; accepting the replacement of door as presented.

SECOND: Ms. Santellanes

MOTION PASSED: UNANIMOUSLY

Agenda Item 2.

Application 21-31 Bisbee Residential Historic District, Contributing Property #87 located at 136 Ok Street Applicant Robert & Denise Corvino.

The application is seeking approval install privacy fence along the northern property line of Lot 103-99-031 (136 Ok Street) Proposed fence will be approximately 31' in length and 6' in height and will consist of 4x4 wooden posts holding seven panels, 48" wide each on 2x2 redwood pickets and 2x4 redwood backer rails. The top of each picket will be cut in a triangular design.

Pursuant to Bisbee Zoning Code Article 3.5.2.A, the property owner is required to obtain approval from the DRB prior to the change of any building's exterior feature.

Mr. and Mrs. Corvino spoke regarding their application to the Board and Answered questions.

MOTION: Ms. Santellanes moved to approve application 21-31 for the fencing as is.

SECOND: Mr. Green

MOTION PASSED: 5/1 (YOUNG)

Agenda Item 3.

Application 21-35 Bisbee Commercial Historic District, located at 142 Tombstone Canyon, Applicants James Jewell.

The application is seeking approval to construct a new garage and driveway.

The 300ft. Notification went out on April 15, 2021.

Public Comment: 1 (one) Public Comments in favor.

Zoning Code Article 6.15(C) this installation as proposed will require a public hearing and neighborhood notification since it does not meet the design standards of this article.

Pursuant to Bisbee Zoning Code Article 3.5.2.A, the property owner is required to obtain approval from the DRB prior to the change of any building's exterior feature, by remodeling or alteration, and prior to any new construction within the district.

Mr. Jewell spoke regarding his application to the Board and Answered questions.

Mr. Leply recused himself from this application.

Mr. Jewell lost connection to the meeting.

The Board moved on to Item 5 until Mr. Jewell returned to the meeting.

Agenda Item 5.

Application 21-38 Bisbee Residential Historic District, Contributing Property #697 located at 819 A Tombstone Canyon, Applicant Michelle Marsh.

The application is seeking approval to replace existing windows (10 on front and one on each side) for building. Existing windows have significant termite damage and many broken panes. They intend to reuse the old, weathered wood for the aesthetics in between each window on the exterior; new pressure treated, termite wood will be used inside to provide structural framing for the windows.

Pursuant to Bisbee Zoning Code Article 3.5.2.A, the property owner is required to obtain approval from the DRB prior to the change of any building's exterior feature.

Ms. Marsh spoke regarding her application to the Board and Answered questions.

MOTION: Mr. Young moved to table application 21-38 for thirty (30) days and bring the application back before the Board at their next meeting.

SECOND: Mr. Gaffer

MOTION PASSED: UNANIMOUSLY

Agenda Item 3.

Application 21-35 Bisbee Commercial Historic District, located at 142 Tombstone Canyon, Applicants James Jewell.

The application is seeking approval to construct a new garage and driveway.

Mr. Jewell was able to rejoin the meeting.

The Board continued their discussion regarding Mr. Jewell's application.

MOTION: Mr. Green moved to approve application 21-35; as the applicant has drawn with the constraints that the door of the garage is made to look in keeping with the neighborhood of other garage doors, i.e some kind of corrugated metal or rusty like finish to fit in with the appearance of the garage and a recommendation that they have a fire door for the pedestrian access.

SECOND: Mr. Gaffer

MOTION PASSED: UNANIMOUSLY

Agenda Item 4.

Application 21-36 Bisbee Residential Historic District, Contributing Property #412 located at 715 Tombstone Canyon, Applicant Jim Stewart/Representative Lithik (Jon Sky).

The application is seeking approval to install screen and 2 screen doors.

Pursuant to Bisbee Zoning Code Article 3.5.2.A, the property owner is required to obtain approval from the DRB prior to the change of any building's exterior feature.

Mr. Sky, Representative spoke regarding this application to the Board and Answered questions.

MOTION: Mr. Lepley moved to approve application 21-36; so that the screen frames are as minimally obtrusive as possible.

SECOND: Mr. Young

MOTION PASSED: UNANIMOUSLY

Agenda Item 6.

Application 21-40 Bisbee Commercial Historic District, located at 86 Main Street, Applicant BallSea LLC (Bonnie Ball)

The application is seeking approval to replace the existing yellow fabric awning cover (Glorias Gems) with new awing fabric color to be clay with the business name "B Active" to possible include the word Bisbee and replace the far right window frame with a newly constructed, similar wooden double door that would closely match the existing glass frame pattern. External scheme to remain consistent with existing building.

Pursuant to Bisbee Zoning Code Article 3.5.2.A, the property owner is required to obtain approval from the DRB prior to the change of any building's exterior feature.

Mr. Ball spoke regarding their application to the Board and Answered questions.

MOTION: Mr. Gaffer moved to approve application 21-40 as presented.

SECOND: Ms. Santellanes

MOTION PASSED: UNANIMOUSLY

Agenda Item 7.

Application 21-41 Bisbee Residential Historic District, Contributing Property #297 located at 645 Tombstone Canyon, Applicant Jim Richardson, Fire Marshal City of Bisbee.

The application is seeking approval to replace main door / sectional roll-up powder coat red / Designed-built to look like carriage style- Hinges and Handles to simulate hinge style doors. Also replacement of back door smooth steel or stamped panels.

Pursuant to Bisbee Zoning Code Article 3.5.2.A, the property owner is required to obtain approval from the DRB prior to the change of any building's exterior feature.

Mr. Richardson, Fire Marshal representative of the Fire Department spoke regarding their application to the Board and Answered questions.

MOTION: Mr. Lepley moved to approve application 21-41 with optional hardware on the front door and on the rear door second floor to match the band door on the front ground floor.

SECOND: Mr. Gaffer

MOTION PASSED: UNANIMOUSLY

Agenda Item 9.

Approval of the Minutes of the April 7, 2021 meeting.

MOTION: Mr. Gaffer moved to approve the minutes of the April 7, 2021 meeting.

SECOND: Mr. Young

MOTION PASSED: UNANIMOUSLY

Agenda Item 10.

Discussion and Possible Recommendation to forward to the Planning and Zoning Commission an amendment to the Zoning Code Article 6 General Provisions; 6.4 Walls and Fences by adding a section for Screens in the Bisbee Historic District.

MOTION: Mr. Young moved to approve agenda item ten (10) striking residential in the first sentence; replacing one (1) that is in red off of the version that Ms. Williams wrote with letter "A" of what Mr. Gaffer resubmitted; pass it and move it on to Planning and Zoning.

SECOND: Mr. Gaffer

MOTION PASSED: UNANIMOUSLY

Agenda Item 8.

Application 21-42 Bisbee Commercial Historic District, located at 5 Maxfield Avenue (5 Mansfield Avenue) Applicant Britt Hanson/ Representative Johnny Rabey.

The application is seeking approval to construct porch cover extending out from roof 8'. Roof material to be corrugated metal, framing to be done in Douglas Fir.

Pursuant to Bisbee Zoning Code Article 3.5.2.A, the property owner is required to obtain approval from the DRB prior to the change of any building's exterior feature.

Mr. Rabey, representative spoke regarding this application to the Board and Answered questions.

MOTION: Mr. Lepley moved to approve application 21-42 with the existing deck design and the new design by Johnny Rabey with no changes.

SECOND: Mr. Young

MOTION PASSED: UNANIMOUSLY

Agenda Item 11.

Discussion and Possible Approval of a response to the Planning and Zoning Commission regarding Recreational Vehicles, RV's, Trailers, etc.

Mr. Lepley stated that he would not vote on this item, he missed the meeting that this was discussed.

MOTION: Mr. Young moved to approve agenda item eleven (11) striking lattice apparatus.

SECOND: Mr. Gaffer

MOTION PASSED: UNANIMOUSLY

Staff Comments

MOTION: Mr. Young moved to table application 21-24; 921 Tombstone Canyon for an additional thirty (30) days.

SECOND: Ms. Santellanes

MOTION PASSED: UNANIMOUSLY

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

- Signs/ Murals Discussion-Administrative Approval

Adjournment: 7:35PM

MOTION: Mr. Gaffer moved to adjourn.

SECOND: Ms. Santellanes

6.4 Walls and Fences

Walls and fences shall meet the following requirements, and shall be subject to the requirements of Section 6.2, as applicable:

A. On property zoned R or RM, Residential, walls and fences:

1. Shall not exceed four (4) feet in height in the front yard and in that portion of the side yard that is between the front lot line and a parallel line extended from the front of the main building to the side lot line.
2. Shall not exceed six (6) feet in height in the remaining portion of the side yard and rear yard.
3. Shall not obstruct the view within the sight triangle as needed for viewing intersecting traffic on corner lots.

B. On property zoned C and M, Commercial and Manufacturing, walls and fences:

1. Shall not exceed eight (8) feet in height.
2. Are required for screening on the side and rear property lines where commercial and industrial uses are adjacent to residential districts, and shall be constructed of masonry, wood, or slatted chain link fencing or approved landscaping, as necessary to be sight-obscuring, and shall be maintained in this condition. Screening fences shall not be less than six (6) feet in height and may be required to be up to eight (8) feet in height, if necessary to effectively screen the adjacent residential properties, under the particular circumstances.
3. Shall be set back sufficiently from the property lines on corner lots to avoid interference with the sight triangle as needed for viewing intersecting traffic on corner lots.

C. ~~Parks, Utilities, and Government Maintenance Yards~~Screens:

1. ~~Open fencing not to exceed eight (8) feet in height may be placed around parks, utilities, and government maintenance yards for security and safety.~~

The purpose is to provide an opportunity for recreational courts as accessory uses in public use and/or commercial Historic District, to protect the integrity of neighboring public use and/or commercial areas, and to mitigate any deleterious impacts on proximate properties.

Screens: A fixed or movable upright partition used to divide a room, give shelter from drafts, heat, or light, or to provide concealment or privacy.

1. Wherever practicable employ screens which can be stored out-of-sight when not in use.
2. Design screens to minimize impact to the appearance of the existing buildings.
3. Do Not install permanent screens that block the view of historic facades or block significant view corridors.
4. Do Not install screens that impact natural light to neighboring properties.
5. Permanent screens shall not exceed six (6) feet above the surface that they protect.
6. Recommend incorporating landscaping (plant material) into the screen design.
7. There shall not be any Advertising on Screens

D. Parks, Utilities, and Government Maintenance Yards

1. Open fencing not to exceed eight (8) feet in height may be placed around parks, utilities, and government maintenance yards for security and safety.

City of Bisbee
Planning and Zoning Commission Meeting
Via Zoom Meeting Platform
76 Erie Street, Bisbee, Arizona 85603
June 17, 2021, @ 5:30 pm

Action Agenda

***THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO
MODIFICATION AT THE MEETING.***

Call to Order: 5:30PM

Roll Call - Commission Members

	Present	Absent	Excused
John Balas	X		
Douglas Dunn	X		
Sandy Heusman	X		
Nancy Parana			X
Jennifer Ryan	X		
Michael Schmitzer		X	
Mike Ablin	X		
Louis Pawlik – Council Liaison to the Commission	X		
Joe Ward – Staff Liaison to the Commission	X		

CALL TO THE PUBLIC – NONE

AGENDA ITEM 1.

PUBLIC HEARING TO RECONSIDER AN APPLICATION FOR TRANSFER OF CITY PROPERTY.

DISCUSSION AND POSSIBLE RECOMMENDATION TO THE MAYOR AND CITY COUNCIL CONSIDERATION OF A REQUEST FOR THE TRANSFER OF CITY PARCEL APN 103-72-051A LOCATED AT 8 OLD DOUGLAS ROAD. THE APPLICANT WISHES TO ACQUIRE THE CITY PARCEL FOR STORAGE OF TOOLS, EQUIPMENT AND OFFICE. THE PARCEL IS APPROXIMATELY 8,116 SQUARE FEET. THIS PARCEL IS ZONED C-1. ALL PUBLIC NOTICE REQUIREMENTS HAVE BEEN MEET.

PURSUANT TO ARTICLE 2.69 OF THE BISBEE CITY CODE, PRIOR TO THE SALE, EXCHANGE OR ABANDONMENT OF ANY CITY PROPERTY, THE PROPOSAL TO TRANSFER THE SUBJECT PROPERTY SHALL BE REFERRED TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION BY THAT COMMISSION.

CALL FOR THE STAFF REPORT: MR. WARD STATED THAT THIS PIECE OF PROPERTY WAS ACROSS (ADJACENT) FROM THE MIDDLE SCHOOL ON OLD DOUGLAS ROAD. IT IS .19 OF AN ACRE 8,097 SQUARE FEET. THE PROPERTY IS C-1. THE CITY WOULD BE INTERESTED IN SELLING IT.

APPLICANT PRESENTATION: MR. ABLIN ASKED HOW HE WOULD BE ABLE TO GET INTO THE BUILDING TO INSPECT AND HOW THE CITY CAME UP WITH A MINIMUM BID OF \$30,000.

MR. WARD SAID THAT IT WAS COMMERCIAL PROPERTY AND IN A GOOD LOCATION AND THOUGHT THAT THE PRICE WAS A GOOD BEGINNING PLACE. THE CITY CAN OPEN IT UP AND LET MR. ABLIN INSPECT THE BUILDING.

DECLARE THE PUBLIC HEARING OPEN AND RECEIVE PUBLIC COMMENT: MR. DUNN DECLARED THE PUBLIC HEARING OPEN. NO PUBLIC COMMENTS RECEIVED.

DECLARE THE PUBLIC HEARING CLOSED: MR. DUNN DECLARED THE PUBLIC HEARING CLOSED.

CALL FOR COMMISSION DISCUSSION: THE COMMISSION DISCUSSED THE TRANSFER OF PROPERTY.

CALL FOR ANY ADDITIONAL STAFF RECOMMENDATIONS: MR. WARD SAID THAT THE CITY WOULD BENEFIT FROM SELLING THE PROPERTY.

CALLED FOR A MOTION

CALL FOR DISCUSSION OF MOTION: NONE

CALLED FOR VOTE

MOTION: MS. HEUSMAN MOVED THE PLANNING AND ZONING COMMISSION RECOMMEND TO MAYOR AND CITY COUNCIL THE TRANSFER OF APN 103-72-051A TO THE APPLICANT FOR APPROPRIATE CONSIDERATION WITH A MINIMUM BID PRICE SET AT \$30,000.

SECOND: MS. RYAN

ROLL CALL VOTE

AYES: BALAS, DUNN, HUESMAN, AND RYAN

NAYS: 0

MOTION PASSED: UNANIMOUSLY

AGENDA ITEM 2.

PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE ZONING CODE.

POSSIBLE RECOMMENDATION TO THE MAYOR AND COUNCIL.

CONSIDERATION OF A PROPOSED AMENDMENT TO THE ZONING CODE TO ESTABLISH SCREENS IN 6.4 WALLS AND FENCES IN THE BISBEE HISTORIC DISTRICT. ALL PUBLIC NOTICE REQUIREMENTS HAVE BEEN MET.

SCREENS:

THE PURPOSE IS TO PROVIDE AN OPPORTUNITY FOR RECREATIONAL COURTS AS ACCESSORY USES IN PUBLIC USE AND/OR COMMERCIAL HISTORIC DISTRICT, TO PROTECT THE INTEGRITY OF NEIGHBORING PUBLIC USE AND/OR COMMERCIAL AREAS, AND TO MITIGATE ANY DELETERIOUS IMPACTS ON PROXIMATE PROPERTIES.

SCREENS: A FIXED OR MOVABLE UPRIGHT PARTITION USED TO DIVIDE A ROOM, GIVE SHELTER FROM DRAFTS, HEAT, OR LIGHT, OR TO PROVIDE CONCEALMENT OF PRIVACY.

- 1. WHEREVER PRACTICABLE EMPLOY SCREENS WHICH CAN BE STORED OUT-OF-SIGHT WHEN NOT IN USE.**
- 2. DESIGN SCREENS TO MINIMIZE IMPACT TO THE APPEARANCE OF THE EXISTING BUILDINGS.**
- 3. DO NOT INSTALL PERMANENT SCREENS THAT BLOCK THE VIEW OF HISTORIC FACADES OR BLOCK SIGNIFICANT VIEW CORRIDORS.**
- 4. DO NOT INSTALL SCREENS THAT IMPACT NATURAL LIGHT TO NEIGHBORING PROPERTIES.**
- 5. PERMANENT SCREENS SHALL NOT EXCEED SIX (6) FEET ABOVE THE SURFACE THAT THEY PROTECT.**

6. **RECOMMEND INCORPORATING LANDSCAPING (PLANT MATERIAL) INTO THE SCREEN DESIGN.**
7. **THERE SHALL NOT BE ANY ADVERTISING ON SCREENS**

CALL FOR THE STAFF REPORT: MR. WARD GAVE BACKGROUND ON HOW THIS CAME ABOUT.

DECLARE THE PUBLIC HEARING OPEN AND RECEIVE PUBLIC COMMENT: MR. DUNN DECLARED THE PUBLIC HEARING OPEN. NO PUBLIC COMMENT WAS RECEIVED.

DECLARE THE PUBLIC HEARING CLOSED: MR. DUNN DECLARED THE PUBLIC HEARING CLOSED.

CALL FOR COMMISSION DISCUSSION:

MS. RYAN WOULD LIKE TO STRIKE NUMBER SIX (6).

MS. HUESMAN WOULD LIKE TO STRIKE WHENEVER PRACTICABLE FROM NUMBER ONE (1).

MS. HUESMAN WOULD LIKE TO STRIKE PERMANENT FROM NUMBER FIVE (5).

CALL FOR ANY ADDITIONAL STAFF RECOMMENDATIONS: NONE

CALLED FOR A MOTION

CALL FOR DISCUSSION OF MOTION: NONE

CALLED FOR VOTE

MOTION: MR. DUNN MOVED THAT THE PLANNING AND ZONING COMMISSION RECOMMEND TO MAYOR AND COUNCIL A PROPOSED AMENDMENT TO THE BISBEE ZONING CODE TO ESTABLISH SCREENS IN 6.4 WALLS AND FENCES IN THE BISBEE HISTORIC DISTRICT TO INCLUDE REMOVING THE WORDING OF WHENEVER PRACTICABLE FROM NUMBER ONE (1), REMOVING THE WORDING OF PERMANENT FROM NUMBER FIVE (5), AND REMOVING NUMBER SIX (6) COMPLETELY.

SECOND: MR. BALAS

ROLL CALL VOTE

AYES: BALAS, DUNN, HUESMAN, RYAN, ABLIN

NAYS: 0

MOTION PASSED: UNANIMOUSLY

AGENDA ITEM 3.

REVIEW AND DISCUSSION WITH POSSIBLE DIRECTION TO STAFF REGARDING PARKING PLAN & STUDY FOR OLD BISBEE. (NEXT STEPS)

THE COMMISSION DISCUSSED THE NEXT STEPS REGARDING PARKING PLAN AND STUDY FOR OLD BISBEE.

- **HIRE MS. JUDY ANDERSON TO COMPILE A SINGLE REPORT**
- **WORK SESSION AFTER REPORT**
- **VERIFY NO CONFLICT WITH BIKE PATH PLAN**

AGENDA ITEM 4.

REVIEW, DISCUSSION AND UPDATE THE LANGUAGE FOR MOBILE FOOD VENDORS (FOOD TRUCKS) WITH POSSIBLE DIRECTION TO STAFF. (*GARBAGE SERVICE, SIGNS, RESTROOMS AND GENERATORS RUNNING*)

THE COMMISSION DISCUSSED THE LANGUAGE FOR MOBILE FOOD VENDORS (FOOD TRUCKS).

- **BRING BACK IN INCREMENTS**

COMMISSIONER COMMENTS:

PLEASE REFRAIN FROM ANY DISCUSSION, COMMENTS ONLY.

FUTURE AGENDA ITEM SUGGESTIONS (BOARD MEMBERS MAY SUGGEST TOPICS FOR FUTURE MEETING AGENDAS, BUT BOARD WILL NOT HERE DISCUSS, DELIBERATE OR TAKE ANY ACTION ON THESE TOPICS.)

ADJOURNMENT: 6:18PM

JOHN BALAS

MIKE ABLIN

PUBLIC NOTICE

PUBLIC HEARING
Planning and Zoning Commission
ZOOM MEETING PLATFORM
Thursday, June 17th 2021 after 5:30pm

THE CITY OF BISBEE'S PLANNING AND ZONING COMMISSION WILL BE HOLDING A PUBLIC HEARING VIA ZOOM MEETING PLATFORM ON THURSDAY, JUNE 17, 2021 AFTER 5:30PM.

THIS MEETING MAY BE ACCESSED ON A COMPUTER, TABLET OR SMARTPHONE:

<https://us02web.zoom.us/j/89424010022?pwd=d3RoRUtiVlVUTmVoZGp0MUl1K21kdz09>

MEETING ID: 894 2401 0022

PASSCODE: 385644

ONE TAP MOBILE

+13462487799,,89424010022#,,,,*385644# US)

FIND YOUR LOCAL NUMBER: <https://us02web.zoom.us/j/89424010022?pwd=d3RoRUtiVlVUTmVoZGp0MUl1K21kdz09>

THE PUBLIC IS INVITED TO COMMENT, REGARDING AMENDING THE ZONING CODE TO ESTABLISH SCREENS IN THE ZONING CODE. THE PROPOSED AMENDMENT WOULD AMEND BISBEE'S ZONING CODE BY INSERTING SCREENS IN ARTICLE 6.4 WALLS AND FENCES.

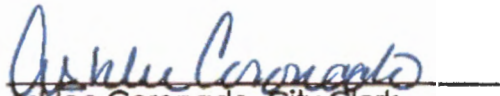
SCREENS:

THE PURPOSE IS TO PROVIDE AN OPPORTUNITY FOR RECREATIONAL COURTS AS ACCESSORY USES IN PUBLIC USE AND/OR COMMERCIAL HISTORIC DISTRICT, TO PROTECT THE INTEGRITY OF NEIGHBORING PUBLIC USE AND/OR COMMERCIAL AREAS, AND TO MITIGATE ANY DELETERIOUS IMPACTS ON PROXIMATE PROPERTIES.

SCREENS: A FIXED OR MOVABLE UPRIGHT PARTITION USED TO DIVIDE A ROOM, GIVE SHELTER FROM DRAFTS, HEAT, OR LIGHT, OR TO PROVIDE CONCEALMENT OF PRIVACY.

1. WHEREVER PRACTICABLE EMPLOY SCREENS WHICH CAN BE STORED OUT-OF-SIGHT WHEN NOT IN USE.
2. DESIGN SCREENS TO MINIMIZE IMPACT TO THE APPEARANCE OF THE EXISTING BUILDINGS.
3. DO NOT INSTALL PERMANENT SCREENS THAT BLOCK THE VIEW OF HISTORIC FACADES OR BLOCK SIGNIFICANT VIEW CORRIDORS.
4. DO NOT INSTALL SCREENS THAT IMPACT NATURAL LIGHT TO NEIGHBORING PROPERTIES.
5. PERMANENT SCREENS SHALL NOT EXCEED SIX (6) FEET ABOVE THE SURFACE THAT THEY PROTECT.
6. RECOMMEND INCORPORATING LANDSCAPING (PLANT MATERIAL) INTO THE SCREEN DESIGN.
7. THERE SHALL NOT BE ANY ADVERTISING ON SCREENS

FOR ADDITIONAL INFORMATION PLEASE CONTACT JOE WARD, BUILDING INSPECTOR, 76 ERIE STREET, BISBEE ARIZONA OR BY CALLING (520) 227-5410.


Ashlee Coronado, City Clerk

**IF ANY PERSON NEEDS ANY TYPE OF ACCOMMODATIONS FOR ANY TYPE OF DISABILITIES,
PLEASE CONTACT JOE WARD AT (520) 432-6012 72 HOURS IN ADVANCE.**

6.4 Walls and Fences

Walls and fences shall meet the following requirements, and shall be subject to the requirements of Section 6.2, as applicable:

- A. On property zoned R or RM, Residential, walls and fences:
 - 1. Shall not exceed four (4) feet in height in the front yard and in that portion of the side yard that is between the front lot line and a parallel line extended from the front of the main building to the side lot line.
 - 2. Shall not exceed six (6) feet in height in the remaining portion of the side yard and rear yard.
 - 3. Shall not obstruct the view within the sight triangle as needed for viewing intersecting traffic on corner lots.
- B. On property zoned C and M, Commercial and Manufacturing, walls and fences:
 - 1. Shall not exceed eight (8) feet in height.
 - 2. Are required for screening on the side and rear property lines where commercial and industrial uses are adjacent to residential districts, and shall be constructed of masonry, wood, or slatted chain link fencing or approved landscaping, as necessary to be sight-obscuring, and shall be maintained in this condition. Screening fences shall not be less than six (6) feet in height and may be required to be up to eight (8) feet in height, if necessary to effectively screen the adjacent residential properties, under the particular circumstances.
 - 3. Shall be set back sufficiently from the property lines on corner lots to avoid interference with the sight triangle as needed for viewing intersecting traffic on corner lots.
- C. ~~Parks, Utilities, and Government Maintenance Yards~~Screens:

- ~~1. Open fencing not to exceed eight (8) feet in height may be placed around parks, utilities, and government maintenance yards for security and safety.~~

The purpose is to provide an opportunity for recreational courts as accessory uses in public use and/or commercial Historic District, to protect the integrity of neighboring public use and/or commercial areas, and to mitigate any deleterious impacts on proximate properties.

Screens: A fixed or movable upright partition used to divide a room, give shelter from drafts, heat, or light, or to provide concealment or privacy.

- 1. Employ screens which can be stored out-of-sight when not in use.
- 2. Design screens to minimize impact to the appearance of the existing buildings.
- 3. Do Not install permanent screens that block the view of historic facades or block significant view corridors.
- 4. Do Not install screens that impact natural light to neighboring properties.
- 5. Screens shall not exceed six (6) feet above the surface that they protect.
- 6. There shall not be any Advertising on Screens

- D. Parks, Utilities, and Government Maintenance Yards
 - 1. Open fencing not to exceed eight (8) feet in height may be placed around parks, utilities, and government maintenance yards for security and safety.

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: August 3, 2021

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 28, 2021REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE NOTICE OF INTENT TO ADOPT ORDINANCE O-21-14, ACCEPTING THE TRANSFER OF REAL PROPERTY FROM SOUTHEAST ARIZONA RENOVATIONS LLC, LOCATED AT 300 CAMPBELL ST, BISBEE.

FROM: Stephen Pauken, City Manager**RECOMMENDATION: Approve the Notice of Intent to Adopt Ordinance O-21-14**

PROPOSED MOTION: I move that we approve the Notice of Intent to Adopt Ordinance O-21-14, Accepting the transfer of real property from Southeast Arizona Renovations LLC, located at 300 Campbell St, Bisbee.

DISCUSSION:

Southeast Arizona Renovations, LLC wishes to transfer ownership of the properties located at 300 Campbell St, Bisbee to the City of Bisbee.

The City of Bisbee could acquire the real property for the purpose of community development activity.

FISCAL IMPACT: \$TBD**DEPARTMENT LINE ITEM ACCOUNT: Multiple Impacts****BALANCE IN LINE ITEM IF APPROVED: N/A**

Prepared by:

Ashlee Coronado
City Clerk

Reviewed by:

Stephen Pauken
City Manager

**NOTICE OF INTENT
ORDINANCE O-21-14**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING THE ACCEPTANCE OF A TRANSFER OF REAL PROPERTY LOCATED AT 300 CAMPBELL ST, FROM SOUTHEAST ARIZONA RENOVATIONS LLC TO THE CITY OF BISBEE

WHEREAS, the City is authorized to acquire property, or interests in such property, as its best interests may require by ordinance, pursuant to Sections 1.03(b) and 7.05 (h) of the Bisbee City Charter; and

WHEREAS, Southeast Arizona Renovations, LLC has offered to convey to the City of Bisbee a parcel of real property owned by Southeast Arizona Renovations, LLC to be used for the purpose of community development activity; and

WHEREAS, this property within the City of Bisbee, AZ, may prove to be useful community development activity in the future; and

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to accept this property as offered; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AS FOLLOWS:

That an execution of transfer by Special Warranty Deed for the property described therein is hereby approved and the City Clerk is authorized to record such deed with the Cochise County Recorder on behalf of the City of Bisbee.

Parcel 101-11-078, Warren Lot 300 Blk 27, aka 300 Campbell St, Bisbee, AZ

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2021.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Gust Rosenfeld, P.L.C.

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: August 3, 2021

☒ Regular ☐ Special**DATE ACTION SUBMITTED:** July 28, 2021**REGULAR** ☒ **CONSENT** ☐**TYPE OF ACTION:****RESOLUTION** ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐**SUBJECT:** POSSIBLE APPROVAL OF A MOTION TO GO INTO EXECUTIVE SESSION FOR THE FOLLOWING MATTERS:

1. AN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(3) FOR DISCUSSION OR CONSULTATION WITH THE CITY ATTORNEY TO PROVIDE LEGAL ADVICE ON THE GOUGUET MATTER.
2. AN EXECUTIVE SESSION PURSUANT TO A.R.S. 38-341.03(A)(7) FOR DISCUSSION OR CONSULTATIONS WITH DESIGNATED REPRESENTATIVES OF THE CITY IN ORDER TO CONSIDER ITS POSITION AND INSTRUCT ITS REPRESENTATIVES REGARDING NEGOTIATIONS FOR THE PURCHASE, SALE OR LEASE OF REAL PROPERTY KNOWN AS THE HILLCREST APARTMENTS.

Per ARS § 38-431.03(A3)(A4)(A7), 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 Discussions or consultations 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 Discussions or consultations 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: Joseph Estes, 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(A3)(A4)(A7)**DISCUSSION:**

Per ARS § 38-431.03(A3)(A4)(A7), 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 Discussions or consultations 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 Discussions or consultations with



AGENDA ITEM NUMBER____

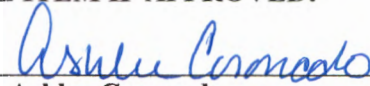
designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

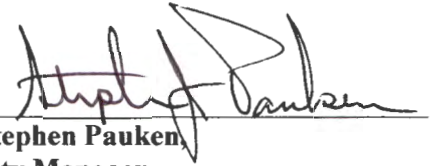
BALANCE IN LINE ITEM IF APPROVED:

Prepared by:

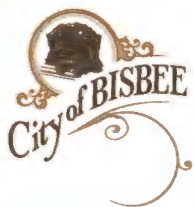


Ashlee Coronado
City Clerk

Reviewed by:



Stephen Pauken
City Manager



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 3, 2021

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 28, 2021

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:

RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A SETTLEMENT AND GENERAL RELEASE AGREEMENT ON THE GOUGUET MATTER

FROM: Joe Estes, City Attorney

RECOMMENDATION: Approve the Agreement

PROPOSED MOTION: I move to approve the Settlement and General Release Agreement on the Gouguet Matter

DISCUSSION:

FISCAL IMPACT: \$

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by:

Ashlee Coronado
City Clerk

Reviewed by:

Stephen Pauken
City Manager

SETTLEMENT AND GENERAL RELEASE AGREEMENT

The City of Bisbee, as defined in section 1(5) below, and Nolan B. Gouguet (hereinafter “Gouguet”), as defined in section 1(6) below, hereby enter into this Settlement and General Release Agreement (“the Agreement”), as evidenced by their signatures on page 6 of this Agreement. The City of Bisbee and Gouguet, collectively, are referred to as the Parties.

I. RECITALS

The following recitals are agreed upon by the Parties and are material to the terms and conditions of this Agreement:

1. On or about May 19, 2021, Gouguet filed his Complaint in the United States District Court for the District of Arizona in Case No. 4:21-cv-00209-SHR-PSOT (hereafter, the “Lawsuit”). In the Lawsuit, Gouguet alleges claims and damages arising out of an interaction with members of the City of Bisbee and City of Bisbee Police Department, including an incident on or about June 10, 2020;
2. The Complaint names the City of Bisbee, Carlos Moreno, Bradley Nash, Timothy Defoor II, and Delores Luberto as defendants;
3. The Complaint was preceded by a notice of claim on behalf of Gouguet;
4. To finally and fully resolve the Lawsuit and all past, present, and potential disputes, claims, and issues relating to or arising out of the Complaint and the facts and circumstances that gave rise to the Complaint and to the Lawsuit, the Parties hereby voluntarily, knowingly, and intentionally enter into this Settlement and General Release Agreement;
5. The City of Bisbee as referred to in, and for purposes of, this Agreement, means the municipality known as the City of Bisbee, a political subdivision of the State of Arizona, current or former Bisbee employees Carlos Moreno, Bradley Nash, Timothy Defoor II, and Delores Luberto, and all City of Bisbee past, current and future officials, council members, supervisors, administrators, trustees, officers, agents, spouses, representatives, employees, attorneys, insurers, assigns, successors, departments, agencies, and all other persons acting by, or through, any of the above, under or in concert with any of the other persons or entities listed herein (herein and collectively, referred to in each and every paragraph contained in this Agreement as “the City of Bisbee”).
6. Gouguet, as referred to in, and for purposes of, this Agreement, means Plaintiff Nolan B. Gouguet, individually and for any marital community in which Gouguet is a member.
7. The City of Bisbee and Gouguet are entering into this Agreement in consideration of the promises made and the releases contained in this Agreement, and other good, valuable and sufficient consideration described in this Agreement. Therefore, in consideration of the promises and covenants contained in this Agreement, and in consideration of the amounts to

be paid by the City of Bisbee, or its insurer, to Gouguet under this Agreement the City of Bisbee and Gouguet agree as follows:

II. THE CITY OF BISBEE PAYMENT

In exchange for this General Release of Claims and the other promises the Parties make in this Agreement, all of which are evidenced by their signature on this Agreement, the City of Bisbee, itself or through its insurer, promises to pay Gouguet the full and final lump sum payment of \$75,000.00 (seventy-five thousand dollars and zero cents) to the following and in the following amount:

1. \$75,000.00 payable to "Law Offices of Joel B. Robbins, in trust for Nolan B. Gouguet."
2. Gouguet understands and agrees that this payment is being made to settle a disputed claim and that the City of Bisbee denies liability. Gouguet further understands and agrees the payment described above is all he, or his attorneys acting on his behalf, will ever receive from the City of Bisbee arising from City of Bisbee's alleged acts and omissions alleged in the Lawsuit or the Complaint, or that could have been alleged in the Lawsuit or the Complaint.

III. GENERAL RELEASE AND WAIVER OF CLAIMS

A. **Gouguet's Complete Release of Claims.** Gouguet acknowledges the payment and consideration described in Section II of this Agreement is given in consideration for this Agreement. .. Gouguet agrees that the payments and consideration are in full satisfaction of any and all Claims or actions against the City of Bisbee that were alleged in the lawsuit or the complaint or that could have been alleged in the lawsuit or the Complaint *whether known or unknown*.. Gouguet hereby forever releases and discharges the City of Bisbee from all past, present, and potential disputes, claims, and issues relating to or arising out of the Complaint and the facts and circumstances that gave rise to the Complaint and to the Lawsuit.

B. **"Claims" Defined.** Gouguet understands and agrees that "Claims" as referred to in this Agreement, include (but are not limited to) any debt, obligation, demand, promise, cause of action, judgment, controversy, or claim of any kind whatsoever between the City of Bisbee and Gouguet, *whether currently known or unknown*, whether based in contract, statute, tort, fraud, misrepresentation, discrimination or any other legal theory. Gouguet understands that the claims Gouguet is releasing might arise under many different laws (including statutes, regulations, other administrative changes or guidelines, and common law doctrines), and include but are not limited to the following:

1. Without limiting the general scope of the release of claims in Paragraph III.A and III.B of this Agreement, Gouguet understands and agrees that he is hereby releasing any and all claims contained in the Complaint or the Lawsuit as well as all claims for alleged strict liability, tortious conduct, discrimination, retaliation, or other alleged unlawful or wrongful activity under federal, state and local law. This release of claims shall include, but not be limited to: Claims under Title VII of the

Civil Rights Act of 1964, as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866; 42 U.S.C. § 1985; the Arizona Civil Rights Act; the U.S. and Arizona Constitutions; and any other federal, state, or local laws, claims, or causes of action that provide recourse for alleged negligent supervision or hiring, breach of contract, breach of express or implied covenant of good faith and fair dealing, tort, physical or personal injury, intentional or negligent infliction of emotional distress, negligence, negligence per se, gross negligence, fraud, whistleblower liability, negligent misrepresentation, libel, slander, defamation, negligent or intentional infliction of emotional distress, malicious prosecution, false arrest, unlawful retaliation, false imprisonment, unjustified use of force, assault, battery, abuse of process, aiding and abetting, conspiracy, invasion of privacy, false light invasion of privacy, tortious interference with contract, retaliation, and other similar or related claims; as well as any claims, demands, requests, or applications for attorneys' fees and costs; and any other claim(s) that could have been raised in the Lawsuit or the Complaint.

2. *Claims or Charges Filed with Governmental Agencies.* If a claim or charge has been filed by Gouguet with a federal, state or local governmental agency relating to the June 10, 2020 incident, Gouguet will request the withdrawal of the claim or charge, and will refrain from filing any additional or further such claim or charge related to the June 10, 2020 incident. This provision does not require Gouguet to withdraw the notice of claim that he filed with the City of Bisbee.

3. *This Agreement Bars Additional Remedies.* Gouguet understands that this Agreement is in full satisfaction of, and may be pled as a total and complete bar to, any charge, complaint, or claim made, filed, or not withdrawn by Gouguet against the City of Bisbee that arises from or relates to the June 10, 2020 incident or that could have been raised in the Lawsuit or the Complaint.

4. *Unknown Claims.* Gouguet understands that in releasing all all past, present, and potential disputes, claims, and issues relating to or arising out of the Complaint and the facts and circumstances that gave rise to the Complaint and to the Lawsuit as set forth in Section III(A), above, he may be releasing Claims and Damages he may not know about at this time. This Release of Unknown Claims and/or Damages is by knowing and voluntary intent, even though Gouguet recognizes that someday he might discover new facts that he is unaware of now, or might learn that some or all of the facts he currently believes to be true are untrue. Nevertheless, Gouguet assumes this risk and agrees that this Release shall remain effective in all respects in any such case. Gouguet expressly waives all rights he might have under any law intended to protect him from waiving unknown claims. Gouguet fully understands the significance of waiving the claims described in this Paragraph.

C. **Dismissal of Released Claims.** Gouguet agrees to withdraw or dismiss, with prejudice, all complaints, charges or appeals, if any, he has filed against the City of Bisbee with any agency or court. Gouguet promises that he will not in the future file any lawsuit, claim, or complaint against the City of Bisbee based on the Claims he has released in this Agreement. Further, Gouguet promises never to seek any damages, remedies, or other relief for himself by filing or prosecuting a charge with any administrative agency with respect to

any Claim he has released in this Agreement. Gouguet promises to request any administrative agency or other body or court assuming jurisdiction of any such lawsuit, complaint, charge or appeal to withdraw from the matter or dismiss the matter with prejudice, with each side to bear its own attorneys' fees and costs.

D. Ownership of Claims. Gouguet warrants that he has not assigned or transferred any Claim or rights to damages or other compensation that he is releasing in this Agreement.

IV. DISPOSITION OF PENDING LAWSUIT

Dismissal of Case No. 4:21—cv-00209-SHR-PSOT. Upon all Parties' acceptance and execution of this Agreement, the Parties agree to stipulate to the dismissal of Case No. 4:21-cv-00209-SHR-PSOT, with prejudice and with the Parties to bear their own attorneys' fees and costs, and to instruct their attorneys to do and sign all things required to effect such dismissal.

V. OTHER PROMISES AND ACKNOWLEDGEMENTS

A. Gouguet's Execution of Agreement is Voluntary. Gouguet acknowledges that he has voluntarily signed this Settlement and General Release Agreement in exchange for the Payment described in Paragraph II above, and that the Payment is sufficient consideration for Gouguet's release of claims and promises he has made herein. Gouguet understands that he will receive the Payment *because* he signed this Settlement and General Release Agreement. Gouguet further acknowledges that no one coerced or pressured him into signing this Settlement and General Release Agreement, and that he did so upon the advice and consultation of an attorney of his own choosing.

B. Payment, Withholding of Taxes and Indemnification. Gouguet agrees that the City of Bisbee, or its insurer, will not withhold taxes or other items from the Payment and will issue a form 1099, or like form reflecting all payments addressed in Section II of this Agreement. Gouguet acknowledges and understands that he will be solely responsible for determining the tax consequences of such payments, reporting the same to the appropriate governmental authorities, and the payment of any taxes due thereon. Gouguet shall deliver a proper Form W-9 or equivalent tax identification form to the City of Bisbee, through its counsel, for the payee identified in this Agreement.

C. Implementation of Agreement. The Parties agree to sign any documents and do anything else that is necessary in the future to implement this Settlement and General Release Agreement.

D. No Admission by City of Bisbee. This is a settlement of a disputed claim. The City of Bisbee's agreement to this settlement does not constitute an admission of any breach of contract, or violation of any state, federal or local law, ordinance or regulation, or admission of any violation of City of Bisbee policies or procedures, or of any liability or wrongdoing whatsoever. The City of Bisbee, Carlos Moreno, Bradley Nash, Timothy Defoor II, and Delores Luberto, expressly deny any and all liability. Nothing in this Agreement, including the Payment provided for in this Agreement at Paragraph II, shall be construed to be, or shall

be admissible in any proceeding as evidence of liability or wrongdoing by the City of Bisbee. This Agreement may, however, be introduced in any proceeding to enforce this Agreement.

F. Breach of Agreement. The Parties understand and agree that, except as limited by federal or state law, they will be obligated to pay the reasonable attorneys' fees, costs, and any damages the other Party may incur as a result of a breach of any promise made in this Agreement and Release (such as by suing over a released Claim), or if any representation made in this Agreement and Release is false.

G. Satisfaction of Liens: Gouguet is responsible for the satisfaction of all liens, and shall ensure that all liens are satisfied out of the settlement proceeds, and that Gouguet shall indemnify, hold harmless, and defend the City of Bisbee as to, and against, all lien claims.

H. Delivery of CMS Form/Affidavit. Gouguet agrees to properly fill out, sign, and return to counsel for the City of the Bisbee the CMS Form/Affidavit which is attached to this Agreement.

VI. ADDITIONAL PROVISIONS

A. Severability. In case any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired, and they shall remain in full force and effect.

B. Integration Clause. The Parties agree that this Agreement constitutes and contains their entire Agreement and understanding concerning Gouguet's allegations and claims against the City of Bisbee. This Agreement supersedes and replaces all prior negotiations and agreements, whether written or oral, concerning the subject matters addressed in this Agreement. This Agreement may not be modified or canceled in any manner except in writing, signed by both the Parties.

C. Governing Law; Jurisdiction; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona, and any action relating to this Agreement shall be instituted and prosecuted in the federal court located in Tucson, Arizona, or state courts located in Cochise County, Arizona. The Parties each waive their respective right to file an action in any other jurisdiction or venue.

D. Assignment and Successors. The Parties agree that they will not assign any right or delegate any obligation hereunder without the other Party's written consent, and any attempted assignment or delegation by either Party without the other party's written consent shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties, and their successors, heirs, executors, administrators, assigns, and legal representatives.

E. Headings in Agreement. The headings of the paragraphs and clauses of this Agreement are for reference and convenience only and shall not be considered in interpreting this Agreement.

F. Effective Date of Agreement. This Agreement shall be effective on the date it is signed by all the Parties.

G. Voluntary and Knowing Release of Claims. Gouguet acknowledges that he has been advised and has had the opportunity to consult legal counsel prior to signing this Agreement, has read this Agreement, and understands his rights and responsibilities under the Agreement. Gouguet also acknowledges that he understands the legal claims he is releasing under this Agreement. Finally, Gouguet is entering into this Agreement voluntarily and with full knowledge of the consequences.

I accept and agree to the terms and provisions in this Settlement and General Release Agreement, and I hereby execute the Agreement voluntarily with full understanding of the consequences and by my signature represent that I am fully authorized to enter into this Agreement on behalf of myself:

Nolan Gouguet 7-21-21
Nolan B. Gouguet Date

For the City of Bisbee, As Defined In This Agreement Date

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: August 3, 2021

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: August 2, 2021REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A LETTER AGREEMENT FOR
THE HILLCREST APARTMENTS

FROM: Stephen Pauken, City Manager

RECOMMENDATION: Approve Agreement

PROPOSED MOTION: I move to approve the Letter Agreement for the Hillcrest Apartments.

DISCUSSION:

FISCAL IMPACT:**DEPARTMENT LINE ITEM ACCOUNT:****BALANCE IN LINE ITEM IF APPROVED:**

Prepared by:


Ashlee Coronado
City Clerk

Reviewed by:


Stephen Pauken
City Manager

LETTER AGREEMENT FOR THE HILLCREST APARTMENTS

This Letter Agreement (“Agreement”), entered into this ____ day of August, 2021, by and between Southeast Arizona Renovations, LLC, an Arizona limited liability company (“SAR”) and the City of Bisbee, an Arizona municipal corporation (the “City”), is intended to set forth the general understanding and agreement between the City and SAR regarding the Hillcrest Apartments property located at 1 Hillcrest Drive, Bisbee, Arizona 85603 (the “Property”).

WHEREAS, the City recently acquired the Deed of Trust on the Property in an effort to secure the City’s underlying liens on the Property and to obtain clear title to the Property for future development; and,

WHEREAS, SAR desires to assist the City in the acquisition of the title and/or the foreclosure of the Deed of Trust on the Property; and,

WHEREAS, SAR further desires to provide additional improvements and/or renovations to the Property and then transfer and/or assign the Property to the City.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed as follows:

1. It is understood and agreed to between the Parties that the City will attempt to arrange for the current Trustor under the Deed of Trust, Ravilo, LLC (the “Trustor”), to assign title to the Property directly to SAR in lieu of a foreclosure action. If the Trustor refuses or is unable to assign title to SAR, it is the intent of the Parties that the City will assign the Deed of Trust to SAR so that SAR may foreclose on the Property and obtain clear title to the Property.

2. Upon obtaining title to the Property, by way of assignment or foreclosure, SAR will commence with agreed upon improvements and/or renovations to the Property, following which, SAR will then transfer to the Property to the City. It is expressly understood that SAR does not intent to keep or retain the Property and is only entering this Agreement with the understanding that the City will accept the assignment of Property once SAR has fulfilled its obligations herein.

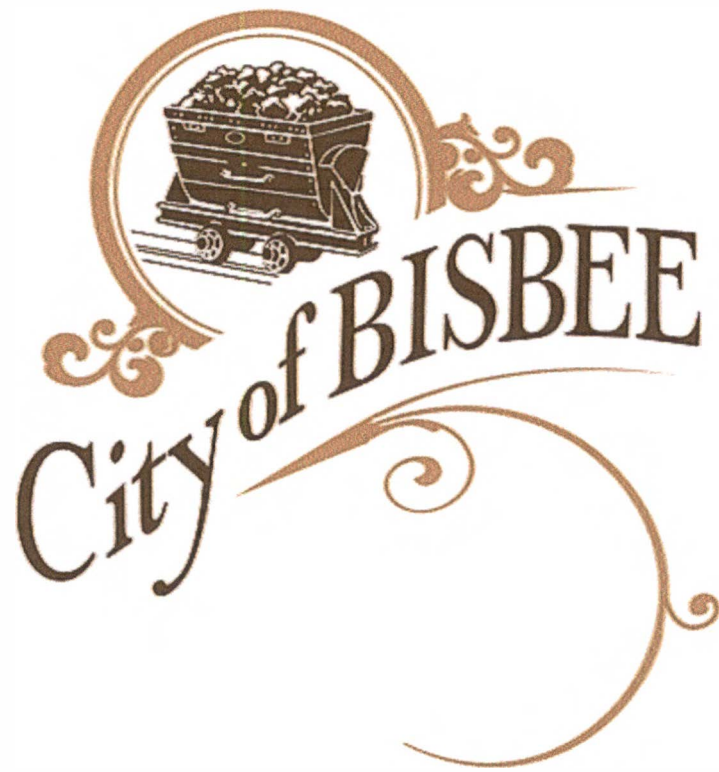
3. The Parties recognize and understand that under the City of Bisbee Charter, the City can only take ownership of real property by way of Ordinance, and that this Agreement cannot bind City Council to take such action. However, the City will take all good faith efforts to ensure the intent of this Agreement is accomplished and the City does not foresee any complications with taking such future actions.

THE CITY OF BISBEE

**SOUTHEAST ARIZONA
RENOVATIONS, LLC**

By: _____
Stephen Pauken, City Manager

By: _____



City Manager Report