

## AGENDA

AGENDA OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON THURSDAY, AUGUST 30, 2018, AT 5:01 PM IN THE COCHISE COUNTY BOARD OF SUPERVISORS HEARING ROOM 1415 MELDOY LANE, BUILDING G, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY \_\_\_\_\_ AT \_\_\_\_\_.

### ROLL CALL

#### **COUNCIL**

Councilmember Anna Cline, Ward III  
Councilmember Joan Hansen, Ward II  
Councilmember Frank Davis, Ward I  
Mayor David M. Smith  
Councilmember Bill Higgins, Ward I  
Councilmember Douglas Dunn, Ward II, Mayor Pro Tempore  
Councilmember Gabe Lindstrom, Ward III

#### **STAFF**

Robert Smith, City Manager  
Ashlee Coronado, City Clerk  
Keri Bagley, Finance Director  
Daniel Duchon, Personnel Director  
Dwayne Wallace, Interim Operations Manager  
Albert Echave, Police Chief  
George Castillo, Fire Chief

#### **CITY ATTORNEY**

Britt Hanson

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

1. Discussion and Possible Approval of a Park, Facility and Right of Way Use Permit for the Use of City Park for the Blues in Bisbee to Benefit Easterseals Blake Foundation on Saturday, September 8, 2018 from 6:00AM to 11:00PM and to have access to the Park on Friday, September 7, 2018 at 5:00PM to park a trailer.  
Ashlee Coronado, City Clerk
2. Discussion and Possible Approval of a Special Event Liquor License Application submitted by Easterseals Blake Foundation for an event to be held at City Park, 60 Brewery Ave, Bisbee, AZ on Saturday, September 8, 2018 from 9:00AM to 11:00PM, Dina Scalone; Applicant  
Ashlee Coronado, City Clerk
3. Discussion and Possible Approval to purchase a Digital Controller and Protection Boxes for the Dissolved Oxygen (DO) Probes from HATCH, the Manufacturer.  
Dwayne Wallace, Interim Operations Manager

4. Discussion and Possible Recommendations regarding City Hall Building Options; Discussion to include Fire Insurance Update.  
Robert Smith, City Manager and David M. Smith, Mayor

## 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 1415 W. Melody Lane, Bldg. G., 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.**



**REQUEST FOR MAYOR & COUNCIL ACTION**

**Session of: August 30, 2018**

Regular  Special

**DATE ACTION SUBMITTED:** August 22, 2018

REGULAR  CONSENT

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

**SUBJECT:** APPROVAL OF A PARK, FACILITY, AND RIGHT-OF-WAY USE PERMIT FOR THE USE OF CITY PARK FOR THE BLUES IN BISBEE BENEFITING EASTERSEALS BLAKE FOUNDATION ON SATURDAY, SEPTEMBER 8, 2018 FROM 6:00AM TO 11:00PM AND TO HAVE ACCESS TO THE PARK ON FRIDAY, SEPTEMBER 7, 2018 AT 5:00PM TO PARK A TRAILER.

**FROM:** Ashlee Coronado, City Clerk

**RECOMMENDATION:** Approval of the Permit

**PROPOSED MOTION:** I move that we approve the Park, Facility, and Right-of-way use Permit for the use of City Park for the Blues in Bisbee Benefiting Easterseals Blake Foundation on Saturday, September 8, 2018 from 6:00am to 11:00pm and to have access to the Park on Friday, September 7, 2018 at 5:00pm to park a trailer.

**DISCUSSION:**

The Easterseals Blake Foundation has submitted a Park, Facility, and Right-of-Way use Permit for the use of City Park for the Blues in Bisbee Benefiting Easterseals Blake Foundation on Saturday, September 8, 2018 from 6:00am to 11:00pm and to have access to the Park on Friday, September 7, 2018 at 5:00pm to park a trailer.

Staff has reviewed the permit and recommends approval.

The \$50.00 refundable deposit is required. All Vendor Fees will be paid after the event.

**FISCAL IMPACT:** \$1,513.40

**DEPARTMENT LINE ITEM ACCOUNT:** 10-34-10880

**BALANCE IN LINE ITEM IF APPROVED:** NA

Prepared by: Ashlee Coronado  
Ashlee Coronado,  
City Clerk

Reviewed by: Robert E. Smith  
Robert E. Smith,  
City Manager

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

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

If you have any questions regarding this permit application, please contact Lorena Valdez, Public Works at 432-6002 or [lvaldez@cityofbisbee.com](mailto:lvaldez@cityofbisbee.com)

**APPLICANT INFORMATION**

1. Applicant Name: Blues in Bisbee benefiting EBF Date: August 17, 2018

2. Organization Name: Easterseals Blake Foundation

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

Phone #: 520.327.1529 ext 7077 Contact name and phone # during event Suzanne Reichart 520.999.5729  
Dina Scalone 520.256.2840  
Betsy McDonough 520.432.5006

Coordinator - Betsy 720-219-8693

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

Music festival at City Park will feature performances from 11am to 10pm.  
\* 16' trailer from Bisbee Beer Co. at gulch overlook - park center  
closed stairwell from Taylor Ave ↔ Brewery Ave

5. Approximate Number of Participants and/or Spectators: 1,200

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

7. Date(s) of Event: Saturday, Septemebr 8, 2018

8. Hours of Event: 11am to 10pm

9. Hours of Reservation (with set-up and breakdown) 8am to 11pm

10. Request Consumption of Alcohol: X Yes          No

11. Request Sales of Alcohol: X Yes          No

\* access to site 9pm Fri to park trailer

**SERVICES REQUESTED FROM THE CITY OF BISBEE**

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

- \$ 60  General Electricity access \$10 (CITY, LOWER VISTA, & GRASSY PARKS ONLY),  
Band Shell Access \$50 (CITY PARK):  
 GENERATORS ARE PERMITTED....ALL JUMPING CASTLES MUST HAVE INSURANCE AND GENERATORS
- \$ \_\_\_\_\_  Beer Permit (non-commercial permits only) \$10
- \$ \_\_\_\_\_  Police (escorts, security, road closures, redirecting of traffic): for \_
- \$ \_\_\_\_\_  Park Public Works staff (example: posting closures of streets/parking, access to facility/band shell/restrooms, etc):  
Reserve parking. assist with electricity during set up.
- \$ \_\_\_\_\_  Other - any additional requests made by applicant or any other conditions set by the City Council, City Code, ordinance or resolution.

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

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

NOTES: 1-THERE IS NO WATER USAGE AT ANY PARK AT ANY TIME.  
 2-IF YOU ARE HAVING A PARTY WITHOUT A PERMIT WITH MORE THAN 50 PEOPLE, CITY STAFF WILL COLLECT THE PERMIT FEE AT THE TIME OF YOUR PARTY AND PROVIDE YOU WITH A RECEIPT.

**APPLICANT CERTIFICATION**

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

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

Dina Scalone  
Signature of Applicant/Authorized Party

August 17, 2018  
Date

**HOLD HARMLESS AGREEMENT**

Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) Blues in Bisbee benefiting EBF event the period from (date & time) Sat, Sept 8, 9am to Sat, Sept 8, 11pm, the permittee Easterseals Blake Foundation agrees to the following:

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

If Permittee is required to provide insurance:

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

Dina Scalone  
Signature of Permittee or Authorized Representative

Dina Scalone 8/17/18  
Print Name Date

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

CITY OF BISBEE PUBLIC WORKS DEPARTMENT  
118 ARIZONA STREET  
BISBEE, AZ 85603  
(520) 432-6002

APPLICATION FOR SPECIAL EVENT LICENSE

(Please print firmly or type)

- (1) Applicant's Name: Blues in Bisbee benefiting EBF
- (2) Mailing Address, City, State & Zip: 7750 E. Broadway Blvd, Suite A200  
Tucson, AZ 85710
- (3) Business Name: Easterseals Blake Foundation
- (4) Business Address: 7750 E. Brodway Blvd., Suite A200
- (5) City: Tucson State: AZ Zip: 85710
- (6) Business Phone No.: 520.327.1529 x7061 Resident Phone No.: 520.256.2840
- (7) Name of Special Event: Blues in Bisbee benefiting EBF Date: 9/8/18

Specify date(s) License needed: Sept. 8-9

(8) Will you be serving food:  YES  NO

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

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

Total submitted: \$ 32.50

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

Dina Scalone  
Signature of Applicant

August 17, 2018  
Date

Make checks payable to: City of Bisbee  
118 Arizona Street  
Bisbee, Arizona 85603



✖ Security at entrance / exit

█ Sale location(s)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/20/2018

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

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

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

**COVERAGES** **CERTIFICATE NUMBER:** 18/19 Pkg w/Prof **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1793406	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1793406	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHOB621811	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK1793406	4/1/2018	4/1/2019	Per Incident \$1,000,000 Aggregate \$3,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Bisbee 1415 Melody Lane Bisbee, AZ 85603	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Richard Gregson/DEE 

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# Blues in Bisbee 2018 Fee Schedule

**PERMIT FEES:**

City Park Permit Fee	\$50.00
Special Event License	\$32.50
Band Shell Electricity	\$60.00
No Parking Signs 11 @ 1.50 each	\$16.50
10- Trash Barrels \$40.00 for 6 \$10.00 for each additional (4)	\$80.00
8- Dumpsters @\$15.00ea	\$120.00
Additional Dumpster Pick up	\$53.00
Porta Pots 3@ \$90.00	\$270.00
<b>TOTAL:</b>	<b>\$682.00</b>

**PERSONNEL COSTS:**

Public Works: 8 Hours @ \$20.00 per hr.	\$160.00
Police Department: 2- Officers @ \$50.07each for 10hrs.	\$1,001.40
<b>TOTAL:</b>	<b>\$1,161.40</b>

**CREDITS:**

4 Hour reduction in Public Works Cost	(80.00)
Reduction in Permit Fee Per Guidelines	(250.00)
<b>TOTAL CREDITS:</b>	<b>(330.00)</b>

**TOTAL without Deposit :** **\$1,513.40**

Refundable Deposit for Event \$50.00



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: August 30, 2018

Regular  Special

**DATE ACTION SUBMITTED:** August 22, 2018

REGULAR                       CONSENT

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

**SUBJECT:** APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY THE EASTERSEALS BLAKE FOUNDATION FOR AN EVENT TO BE HELD AT CITY PARK LOCATED AT 60 BREWERY AVENUE , BISBEE, AZ ON SATURDAY, SEPTEMBER 8, 2018 FROM 9:00AM TO 11:00PM, DINA SCALONE; APPLICANT

**FROM:** Ashlee Coronado, City Clerk

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

**PROPOSED MOTION:** I move that we approve the Special Event Liquor License Application submitted by the Easterseals Blake Foundation for an Event to be held at City Park located at 60 Brewery Avenue, Bisbee, AZ on Saturday, September 8, 2018 from 9:00am to 11:00pm.

**DISCUSSION:**

Ms. Scalone has requested approval of a Special Event Liquor License Application for an Event to be held at City Park located at 60 Brewery Avenue, Bisbee, AZ on Saturday, September 8, 2018 from 9:00am to 11:00pm.

Mr. Scalone has indicated that the park is fenced on all sides and that they will have ten (10) Security Personnel - All Four (4) entrance/exits will be staffed by security and local police.

**FISCAL IMPACT:** N/A

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

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

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

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



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

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
Job #:

APPLICATION FOR SPECIAL EVENT LICENSE  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. 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 (see Section 12).

**SECTION 1** Name of Organization, Candidate or Political Party/Govt: Easterseals Blake Foundation

Name of Licensed Contractor **only** (if any): \_\_\_\_\_

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-0093224

**SECTION 3** Event Location: City Park, Old Bisbee, AZ

Event Address: 60 Brewery Ave., Bisbee, AZ 85603

**SECTION 4** 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: Scalone Dina 11/15/71  
Last First Middle Date of Birth

2. Applicant's mailing address: 7750 E. Broadway Blvd., Ste A200 Tucson AZ 85710  
Street City State Zip

3. Applicant's home/cell phone: (520) 256.2640 Applicant's business phone: (520) 327.1529 x7061

4. Applicant's email address: dscalone@blake.easterseals.com

**NOTARY**

I, (Print Full Name) Dina Scalone, hereby declare that I am the APPLICANT, I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

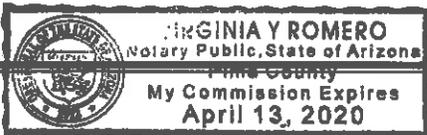
X (Signature) D Scalone  
 Applicant Signature

State of Arizona County of Pima  
 the foregoing instrument was acknowledged before me this

17<sup>th</sup> of August 2018  
 Day Month Year

My commission expires on: April 13, 2020

[Signature]  
 Signature of NOTARY PUBLIC



**SECTION 5** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No  
(If yes, Local Governing Body Signature not required)

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Phone (Include Area Code)

**SECTION 6** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

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

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

**SECTION 7** What is the purpose of this event?

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

**SECTION 8**

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? 0  
(The number cannot exceed 10 days per year.)

3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?

- Yes  No (if yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Easterseals Blake Foundation Percentage: 25

Address 7750 E. Broadway Blvd., Ste A200, Tucson, AZ 85710

Name Old Bisbee Brewing Company Percentage: 75

Address 200 Review Alley Bisbee AZ 85603  
Street City State Zip

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

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

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

5. 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.)

4 \_\_\_\_\_ Number of Police 10 \_\_\_\_\_ Number of Security Personnel  Fencing  Barriers

Explanation: Four entrance/exits will be staffed by security and local police. Park is contained is  
fenced on all sides.

**SECTION 9** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	September 8	Saturday	9am	11pm
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

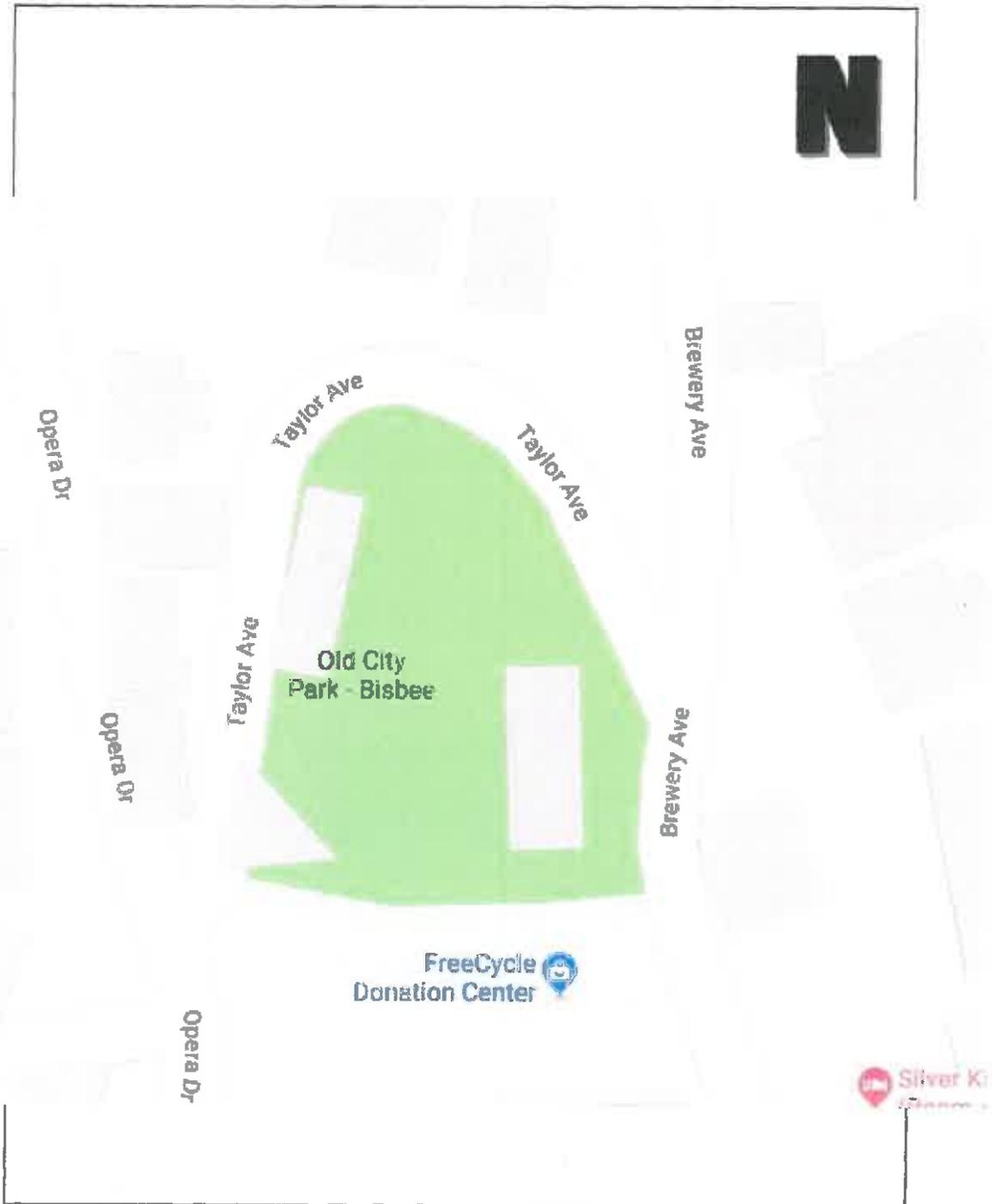
**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving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



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

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

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



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.

**LOCAL GOVERNING BOARD**

Date Received: 8-20-18

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)

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

**DLIC USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

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

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



 Security at entrance / exit

 Sale location(s)



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: 8/30/18

Regular     Special

<b>DATE ACTION SUBMITTED:</b> <u>8/23/18</u>			
<b>REGULAR</b> <input checked="" type="checkbox"/>	<b>CONSENT</b> <input type="checkbox"/>		
<b>TYPE OF ACTION:</b>			
<b>RESOLUTION</b> <input type="checkbox"/>	<b>ORDINANCE</b> <input type="checkbox"/>	<b>FORMAL ACTION</b> <input checked="" type="checkbox"/>	<b>OTHER</b> <input type="checkbox"/>
<b>SUBJECT: DISCUSSION AND POSSIBLE APPROVAL TO PURCHASE A DIGITAL CONTROLLER AND PROTECTION BOXES FOR THE DISSOLVED OXYGEN (DO) PROBES FROM HACH, THE MANUFACTURER.</b>			

**FROM:** Dwayne Wallace, Interim Operations Manager

**RECOMMENDATION:** Recommend Approval.

**PROPOSED MOTION:** I move to approve the purchase of a Digital Controller and Protection Boxes for the Dissolved Oxygen (DO) Probes from Hach, the manufacturer.

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**DISCUSSION:** Public Works recommends the purchase of a Digital Controller and Protection Boxes for the DO Probes from Hach. Hach is the manufacturer for this item.

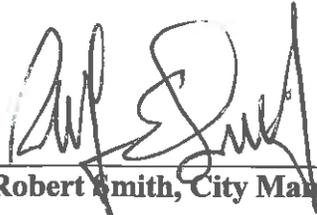
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**FISCAL IMPACT:** \$9,048.00

**DEPARTMENT LINE ITEM ACCOUNT:** 54-40-55000

**BALANCE IN LINE ITEM IF APPROVED:** \$50,907.00

Prepared by:   
Dwayne Wallace, Interim  
Operations Manager

Reviewed by:   
Robert Smith, City Manager

**Lorena Valdez**

54-40-55000

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**From:** Dwayne Wallace  
**Sent:** Monday, August 20, 2018 4:27 PM  
**To:** Lorena Valdez  
**Cc:** James Doyle; Mario Flores  
**Subject:** Quotefor wastewater plant  
**Attachments:** 100371702v1.pdf

Lorena for the next council meeting we need to put this quote on a CAF It's for replacement of a dissolved oxygen probes This is coming directly from the manufacture of the part so three quotes in going out to bid is not needed these are the ones that are installed on the wastewater plant it will come from the repair and maintenance line item for wastewater thank you

Dwayne Wallace  
Interim Operations Manager  
City of Bisbee Public Works  
1415 Melody lane building G  
Bisbee, Az, 85603

520 366-6009

[dwallace@bisbeeaz.gov](mailto:dwallace@bisbeeaz.gov)



# Quotation

Hach  
 PO Box 608  
 Loveland, CO 80539-0608  
 Phone: (800) 227-4224  
 Email: quotes@hach.com  
 Website: www.hach.com

**Quote Number: 100371702v1**

Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 14-Aug-2018

Quote Expiration: 13-Oct-2018

CITY OF BISBEE

Name: Mario Flores  
 Phone: (520) 366-6065  
 Email: mvflores@bisbeeaz.gov

Customer Account Number : 100172

Sales Contact: Daniel Quintanar Email: daniel.quintanar@hach.com Phone: 520-247-3164

## PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	9020000-SC200	KTO: LDO MODEL 2, 10M HACH & 9253400 ADAPTER & sc200 2 CH DIGITAL CONTROLLER	2	3,891.00	7,782.00
2	WRTUPGLDO	WarrantyPlus Service Agreement includes: One start-up OR one PM/Calibration on site per year; all parts, labor, and travel for on-site, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	2	424.00	848.00
3	WRTUPGSC200	WarrantyPlus Service Agreement includes: One start-up OR one PM/Calibration on site per year; all parts, labor, and travel for on-site, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	2	209.00	418.00
				<b>Grand Total</b>	<b>\$ 9,048.00</b>

## TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (I) Buyer's issuance of a purchase order document against Hach's offer; (II) acknowledgement of Buyer's order by Hach; or (III) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1) A statement of intended end-use; 2) Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological

weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

**ORDER TERMS:**

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

**Sales Contact:**

Name: Daniel Quintanar  
Title: Regional Sales Manager  
Phone: 520-247-3164  
Email: daniel.quintanar@hach.com



**Be Right™**

Quotation Addendum

**HACH COMPANY**

**Headquarters**  
 P.O. Box 389  
 5600 Lindbergh Drive  
 Loveland, CO 80539-0389

**Purchase Orders**  
 PO Box 608  
 Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**  
 Phone: 800-227-4224  
 Fax: 970-669-2932  
 E-Mail: orders@hach.com  
 quotes@hach.com  
 techhelp@hach.com

**Export**  
 Phone: 970-669-3050  
 Fax: 970-461-3939  
 Email: intl@hach.com

**Remittance**  
 2207 Collections Center Drive  
 Chicago, IL 60693

**Wire Transfers**  
 Bank of America  
 231 S. LaSalle St.  
 Chicago, IL 60604  
 Account: 8765602385  
 Routing (ABA): 071000039

**ADVANTAGES OF WORKING WITH HACH**

<p><b><u>Technical Support</u></b></p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>	<p><b><u>Pick&amp;Ship™</u></b></p> <p><i>Pick&amp;Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> <li>✓ <b>Convenience</b> of one purchase order for the entire year</li> <li>✓ <b>Flexibility</b> to change, cancel or create new orders</li> <li>✓ <b>Savings</b> from locking in prices &amp; thus avoiding price surges and rush charges</li> <li>✓ <b>Peace of mind</b> with automatic, reliable shipments just as you need them</li> </ul> <p>www.Hach.com/pickandship</p>	<p><b><u>Hach ServicePlus® Programs</u></b></p> <p><i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> <li>✓ Savings of more than 20% versus a "pay as you go" approach</li> <li>✓ Freedom from maintenance</li> <li>✓ Worry-free compliance with Hach's certification</li> <li>✓ Fixed maintenance budget for the entire year</li> </ul> <p>www.hach.com/service-contracts</p>
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**ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING**

<p><b><u>Safe &amp; Fast Delivery</u></b></p> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<p><b><u>Save Time – Less Hassle</u></b></p> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<p><b><u>Save Money</u></b></p> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3</sup>						Collect <sup>4</sup> Handling Fee Effective 1/6/2018
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$47.20	\$89.72	\$8.38
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$75.22	\$143.00	\$8.62
\$150.00 - \$349.99	\$31.27	\$83.40	\$169.88	\$105.24	\$204.81	\$9.16
\$350.00 - \$649.99	\$43.75	\$114.40	\$227.51	\$143.01	\$276.92	\$9.64
\$650.00 - \$949.99	\$55.41	\$120.12	\$251.36	\$148.73	\$280.35	\$9.98
\$950.00 - \$1,999.99	\$69.71	\$148.22	\$313.40	\$176.38	\$341.29	\$10.89
\$2,000.00 - \$3,999.99	\$80.08	\$158.56	\$321.13	\$182.35	\$346.83	\$12.59
\$4,000.00 - \$5,999.99	\$92.84	\$162.82	\$336.64	\$183.19	\$356.84	\$15.50
\$6,000.00 - \$7,999.99	\$109.70	\$185.39	\$383.30	\$202.07	\$389.57	\$18.08
\$8,000.00 - \$9,999.99	\$125.78	\$211.68	\$413.64	\$226.50	\$429.56	\$20.86
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$31.95

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

**TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES**

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.
3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.
4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.
6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [1122](#) for further wire transfer requirements.
7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance Instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.
8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.
9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.
10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE; RELATIONSHIP OF PARTIES:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder. Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control

laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms &



## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

\* \* \*

### Additional Provisions

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

\* \* \*



REQUEST FOR MAYOR & COUNCIL ACTION  
Session of: August 30, 2018

Regular  Special

DATE ACTION SUBMITTED:	August 22, 2018		
REGULAR	<input checked="" type="checkbox"/>	CONSENT	<input type="checkbox"/>
TYPE OF ACTION:			
RESOLUTION	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>
		FORMAL ACTION	<input checked="" type="checkbox"/>
		OTHER	<input type="checkbox"/>
SUBJECT:	DISCUSSION AND POSSIBLE RECOMMENDATIONS REGARDING CITY HALL BUILDING OPTIONS; DISCUSSION TO INCLUDE FIRE INSURANCE UPDATE		

FROM: Robert Smith, City Manager and David M. Smith, Mayor

RECOMMENDATION: At Mayor and Council Discretion

PROPOSED MOTION: I move that staff be directed to prepare and issue an RFQ/RFP for architectural services to include design and construction costs of a city hall at 118 Arizona St.

**DISCUSSION:** After suffering a critical fire in the fall of 2017, the City administration has been displaced from the Arizona Street City Hall location to County facilities while we work to find/establish a new City Hall structure.

Immediately after the fire, the insurance company began cleanup work to control access to the fire site, extricate salvageable files and equipment and remove debris. Rapid response here secured files and information that would have been lost to the weather and adverse conditions at the fire site, as well as reduced the potential for the site to become an attractive nuisance and possibly result in personal injury or further damage to the site and contents.

Interior debris at the site tested positive for asbestos at levels that required controlled removal which was costly. At the time, a preliminary engineering study suggested that the stucco on the exterior of the structure also contained levels of asbestos that would require environmental cleanup and controlled removal. This led to an anticipation of higher costs associated with demolition of the remaining building façade left standing after the fire.

Recently, City of Bisbee requested additional engineering evaluation of asbestos content on the stucco material and learned (with confirmation from ADEQ) that levels would not require special demolition and disposal. This dramatically reduces the anticipated cost for demolition of the remaining shell/façade of the building.

Over the past several months an ad hoc committee of professionals from Bisbee have reviewed 8 options for a City Hall, considering adaptive re-use of existing buildings and new build options. With the newly discovered option of rebuilding on the original Arizona St. location, potential cost of construction and design requirements are required for the Ad-Hoc Committee to provide a meaningful recommendation to council regarding city hall options.

Recommendation: Direct staff to prepare and post an RFQ/RFP for architectural services, including design and construction costs.

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

Prepared by:

Ashlee Coronado  
City Clerk

Reviewed by:

David M. Smith  
Mayor