

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, OCTOBER 19, 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
Councilmember Mel Sowid, 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
Jim Richardson, Acting Fire Chief

CITY ATTORNEY

Joseph Estes

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Cities and Towns Week 2021 Proclamation October 17-23, 2021
- Extra Mile Day Proclamation November 1, 2021

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. Comments on matters on the agenda are to be made at the time the Council considers the item. The Council may not discuss or take legal action on a matter raised during the call to the public. Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be placed on a future agenda if the matter is not already on the agenda. Arizona Revised Statute ("A.R.S.") § 38-431.01(H).

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 Appointment of Savannah Anderson to the Design Review Board.
Ashlee Coronado, City Clerk
 - B. Approval of the Park, Facility and Right of Way Use Permit for the Use of Vista Park for Movies in the Park Trunk or Treat on Sunday, October 31st from 4:00pm to 11:00pm.
Ashlee Coronado, City Clerk
 - C. Approval of a Liquor License Application for the Shady Dell Located at 1 Old Douglas Road, Bisbee, Arizona; Jeffrey Craig Miller, Applicant.
Ashlee Coronado, City Clerk
 - D. Approval of a Liquor License Application (003 In State Microbrewery) for the Legion Bar and Grill located at 57A Subway Street, Bisbee, Arizona; Michael David Albin, Applicant.
Ashlee Coronado, City Clerk
 - E. Approval of a Liquor License Application (006 Bar) for the Legion Bar and Grill located at 57A Subway Street, Bisbee, Arizona; Michael David Albin, Applicant.
Ashlee Coronado, City Clerk

OLD BUSINESS

NEW BUSINESS

3. Public Hearing and Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-21-15 to Rezone APN 102-16-074, 102-16-126 and 102-16-079C; 1008 W Hwy 92, Owned by Mr. Todd Conklin, from C-1 to C-4.
Doug Taylor, City Planner
4. Discussion and Possible Approval to make repairs to the 1984 Peterbilt Dump Truck.
Jesus Haro, Public Works Director
5. Discussion and Possible Approval of a Notice of Intent to adopt Ordinance O-21-16; Authorizing and Ratifying the acquisition of certain real property located at 1 Hillcrest Drive.
Joe Estes, City Attorney
6. Discussion and Possible Approval of Resolution R-21-11; Establishing a Citywide Workforce Affordable Housing Initiative.
Steve Pauken, City Manager
7. Request for Proposals for Architectural Services to Design the Reconstruction of the City Hall building located at 118 Arizona Street, Bisbee, AZ.
Steve Pauken, City Manager
8. Discussion and Possible Recommendations on the performance evaluation of Stephen Pauken, City Manager.
Ken Budge, Mayor

9. **Discussion and Possible Approval of Governor’s Office of Highway Safety Grant in the amount of \$55,000 for a Police Package Vehicle.**
Albert Echave, Police Chief

10. **Discussion and Possible Approval of the Governor’s Office of Highway Safety Grant in the amount of \$19,262 for Personnel Services and Related Materials and Supplies to include, Radars, Tint Meters, Speed Signs with mounts to enhance DUI/Impaired Driving Enforcement.**
Albert Echave, Police Chief

11. **Discussion and Possible Approval of the Governor’s Office of Highway Safety Grant in the amount of \$12,000 for Personnel Services and Related Materials and Supplies to enhance DUI/Impaired Driving Enforcement.**
Albert Echave, Police Chief

12. **Discussion and Possible Approval to enter into an Agreement pursuant to A.R.S.§ 48-572 between the Arizona Department of Transportation (ADOT) and the City of Bisbee Police Department requesting authorization to access/connectivity to the Az. Department of Transportation database.**
Albert Echave, Police Chief

13. City Manager's Report:
 - Other Current events (No Discussion)

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

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

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-1020100 GASOLINE INVENTORY							
3551	SENERGY PETROLEUM	SEN-195745	STREETS FUEL/UNLEADED	09/30/2021	7,706.70	.00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLEUM	SEN-195745	STREETS FUEL/DIESEL	09/30/2021	4,475.01	.00	
10-2020802 DEFERRED COMPENSATION PAYABLE							
1623	NATIONWIDE RETIREMENT SO	21-1002	EE&ER Fire 40-17 56173-001 T2	10/02/2021	864.43	864.43	10/07/2021
1623	NATIONWIDE RETIREMENT SO	21-1002	EE&ER Fire 40-19 56173-001 T3	10/02/2021	948.70	948.70	10/07/2021
1623	NATIONWIDE RETIREMENT SO	21-1002	EE&ER 457 Plan Contrib PPE 10-	10/02/2021	6,855.65	6,855.65	10/07/2021
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	PPE10022021	Police union dues for PPE 10-02-	10/02/2021	225.00	225.00	10/07/2021
1147	BISBEE FIREFIGHTERS LOCAL	PPE 10-2-2021	Union dues for fire department PP	10/02/2021	315.00	315.00	10/07/2021
10-2021005 AFLAC INSURANCE PAYABLE							
2111	AFLAC	445419	AFLAC invoice for September	09/25/2021	1,617.58	1,617.58	10/07/2021
10-2021006 PREPAID LEGAL SVCS PAYABLE							
5909	LEGAL SHIELD	LEGAL-City-Oc	LegalShield Premiums October 20	10/05/2021	398.75	398.75	10/07/2021
10-2021500 ST COMPENSATION FUND PAYABLE							
5327	AZ MUNICIPAL RISK RETENTIO	Acct 40000577	WC Jul-Sep 1st Qtr FY22	07/06/2021	35,999.00	35,999.00	10/07/2021
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
3271	SUPPORT PAYMENT CLEARING	21-1002	Child Support Payments for PPE	10/02/2021	1,041.82	1,041.82	10/07/2021
10-34-40066 AMBULANCE FEES							
7100	MARS REFUND ACCOUNT	2021.10.05	REFUND FOR AMBULANCE BIL	10/05/2021	1,186.21	.00	
Total :					61,633.85	48,265.93	
CITY MANAGER							
10-51-13500 SUBSCRIPTIONS & DUES							
4000	ICMA MEMBERSHIP RENEWAL	21-1012	ANNUAL MEMBERSHIP/CM	10/12/2021	806.72	.00	
Total CITY MANAGER:					806.72	.00	
FINANCE DEPARTMENT							
10-52-34000 CONTRACT SERVICES							
6954	ARIZONA WATER COMPANY	21-0930	WATER REPORTS-SEPTEMBER	09/30/2021	125.00	125.00	10/07/2021
1023	INDUSTRIAL COMMISSION OF	MFCRF22004	FY 2022 FIREFIGHTERS CANCE	09/30/2021	13,532.98	13,532.98	10/07/2021
10-52-43500 POSTAGE & METER TAPES							
1829	POSTMASTER - BISBEE MAIN O	21-1005	MAIL S&G	10/05/2021	661.01	661.01	10/05/2021
Total FINANCE DEPARTMENT:					14,318.99	14,318.99	
COMMUNITY DEVELOPMENT							
10-54-22000 WATER - SHELTER							
1106	ARIZONA WATER COMPANY	03117020951-0	Tovreaville/Pound - #0311702095	10/04/2021	68.81	68.81	10/07/2021
10-54-22550 SEWER & GARBAGE - SHELTER							
1225	BISBEE PUBLIC WORKS	37	TOVREAVILLE RD-ANIMAL SHE	10/01/2021	64.97	.00	
10-54-42040 ADVERTISING							
1153	BISBEE OBSERVER	3441	PUBLIC NOTICE/100 CLAWSON	09/29/2021	34.28	.00	
1153	BISBEE OBSERVER	3442	PUBLIC NOTICE/1008 W HWY 9	09/29/2021	22.34	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
3163	AZ STATE PRISON CMLPX-DOU	D08153120210	DOC LABOR CREW/AS	09/13/2021	40.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08153120211	DOC LABOR CREW/AS	10/06/2021	80.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D08153220210	DOC LABOR CREW/AS	09/24/2021	36.00	.00	
6172	MMPC	85854	PEST CONTROL-AS	10/01/2021	50.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total COMMUNITY DEVELOPMENT:					396.40	68.81	
ADMINISTRATION & GENERAL GOV'T							
10-55-22000 WATER							
1106	ARIZONA WATER COMPANY	03117020303-0	Juvenile Detent Home- Chambers	10/04/2021	250.48	250.48	10/07/2021
10-55-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	76 ERIE ST-CITY HALL	10/01/2021	409.74	.00	
1225	BISBEE PUBLIC WORKS	37	TOVREAVILLE RD-CHAMBERS	10/01/2021	53.71	.00	
10-55-24000 PHONES							
1791	CENTURY LINK QCC	243401887	Long Distant / #72745186	10/04/2021	55.48	55.48	10/07/2021
10-55-34000 CONTRACT SERVICES							
5710	XEROX CORPORATION	14501343	BASE CHARGE & USAGE/CH	10/01/2021	578.22	.00	
10-55-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	200772893001	FOLDERS	09/24/2021	20.89	.00	
6340	OFFICE DEPOT	200773115001	COPY HOLDER, PAPER, FOLDE	09/24/2021	258.78	.00	
6340	OFFICE DEPOT	202051184001	PAPER CLIPS	09/30/2021	26.30	.00	
10-55-46000 OPERATIONAL EXPENSES							
6365	BISBEE COALITION FOR THE H	21-0930	ARPA FUND	09/30/2021	8,714.00	8,714.00	10/07/2021
1036	BISBEE PRIDE, INC.	21-0930	ARPA FUND	09/30/2021	3,417.00	3,417.00	10/08/2021
6847	BISBEE SCIENCE EXPLORATIO	21-0930	ARPA FUND	09/30/2021	8,114.00	8,114.00	10/07/2021
3188	BISBEE SENIOR ASSOCIATION	21-0930	ARPA FUND	09/30/2021	2,685.00	2,685.00	10/07/2021
1059	BISBEE VOGUE INC.	21-0930	ARPA FUND	09/30/2021	1,583.00	1,583.00	10/07/2021
1026	BISEE RESTORATION MUSEUM	21-0930	ARPA FUND	09/30/2021	13,200.00	13,200.00	10/07/2021
1453	CENTRAL SCHOOL PROJECT	21-0930	ARPA FUND	09/30/2021	4,830.00	4,830.00	10/07/2021
1030	COMMUNITY MONTESSORI SC	21-0930	ARPA FUND	09/30/2021	5,700.00	5,700.00	10/07/2021
6544	FRIENDS OF BISBEE ANIMAL S	21-0930	ARPA FUNDS	09/30/2021	7,667.00	7,667.00	10/07/2021
1032	HEALTHY BISBEE, INC.	21-0930	ARPA FUND	09/30/2021	3,142.00	3,142.00	10/07/2021
1041	KIWANIS CLUB OF BISBEE	21-0930	ARPA FUND	09/30/2021	4,830.00	.00	
1042	ST. VINCENT DE PAUL BISBEE	21-0930	ARPA FUND	09/30/2021	1,000.00	.00	
1043	THE BISBEE BLOOMERS	21-0930	ARPA FUND	09/30/2021	4,000.00	.00	
1031	THE BISBEE WOMAN'S CLUB	21-0930	ARPA FUND	09/30/2021	4,830.00	4,830.00	10/07/2021
1029	VETERANS OF FOREIGN WARS	21-0930	ARPA FUND	09/30/2021	4,600.00	4,600.00	10/07/2021
Total ADMINISTRATION & GENERAL GOV'T:					79,965.60	68,787.96	
PERSONNEL							
10-56-34000 CONTRACT SERVICES							
1040	REVOLUTIONARY HR CONSULT	21-0929	INVESTIGATION, PERSONNEL	09/29/2021	14,600.00	.00	
10-56-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	202051184001	BOND PAPER, TONER	09/30/2021	51.41	.00	
Total PERSONNEL:					14,651.41	.00	
INFORMATION SYSTEMS							
10-59-24001 T1 LINE FOR INTERNET ACCESS							
4059	SPARKLIGHT	21-0923/CH	Internet Svc- City Hall /76 Erie St.	10/04/2021	220.81	220.81	10/07/2021
10-59-31000 PROFESSIONAL FEES:							
6343	EXECUTECH	EXEC-102963	IT SERVICE AGREEMENT	10/01/2021	4,212.78	.00	
6343	EXECUTECH	EXEC-104123	AZURE SUBSCRIPTION PER M	09/30/2021	677.29	.00	
Total INFORMATION SYSTEMS:					5,110.88	220.81	
POLICE DEPARTMENT							
10-62-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK RETENTIO	Acct 40000577	WC Jul-Sep 1st Qtr FY22 Police -	07/06/2021	450.00	450.00	10/07/2021
10-62-12300 UNIFORMS & CLOTHING							
6479	FX TACTICAL	11-10019642	UNIFORMS/COX	09/28/2021	573.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6479	FX TACTICAL	11-10019706	UNIFORMS/MENDOZA	10/05/2021	156.50	.00	
10-62-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	35 HWY 92-POLICE	10/01/2021	157.48	.00	
10-62-34000 CONTRACT SERVICES							
6172	MMPC	85970	PEST CONTROL-BPD	10/04/2021	40.00	.00	
1499	RICOH USA, INC	35542268	COPIER MAINT AGRMNT/BPD	09/10/2021	156.55	.00	
10-62-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D08442021091	DOC LABOR CREW/BPD	09/24/2021	32.00	.00	
10-62-41500 OFFICE SUPPLIES							
3211	BISBEE POLICE DEPARTMENT	21-1004	OFFICE SUPPLIES	10/04/2021	25.78	.00	
3211	BISBEE POLICE DEPARTMENT	21-1004	SUPPLIES FOR KITCHEN	10/04/2021	32.13	.00	
2412	COPPER QUEEN PUBLISHING	22025	BUSINESS CARDS/COX	09/21/2021	23.75	.00	
2412	COPPER QUEEN PUBLISHING	22026	BUSINESS CARDS/ECHAVE	09/21/2021	23.75	.00	
10-62-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HARDWARE	186561	HEDGE SHEAR	09/20/2021	37.06	.00	
10-62-43500 POSTAGE							
3211	BISBEE POLICE DEPARTMENT	21-1004	POSTAGE	10/04/2021	12.22	.00	
10-62-45300 CUSTODIAL SUPPLIES							
3211	BISBEE POLICE DEPARTMENT	21-1004	AIR FRESHENERS	10/04/2021	10.96	.00	
3211	BISBEE POLICE DEPARTMENT	21-1004	DISINFECTANT	10/04/2021	23.07	.00	
3211	BISBEE POLICE DEPARTMENT	21-1004	LYSOL	10/04/2021	14.42	.00	
4672	WAXIE SANITARY SUPPLY	80333747	JANITORIAL SUPPLIES	09/30/2021	67.22	.00	
10-62-46000 OPERATIONAL EXPENSES							
6536	BISBEE NAPA AUTO PARTS	263541	HEX BIT	09/21/2021	5.47	.00	
3211	BISBEE POLICE DEPARTMENT	21-1004	WEEDEATER FUEL	10/04/2021	3.65	.00	
10-62-46624 MOVING, TOWING, STORAGE EXP							
7000	BARNETT'S TOWING, LLC	456311	TOWING SERVICE	10/02/2021	190.00	.00	
7000	BARNETT'S TOWING, LLC	456330	TOWING SERVICE	09/30/2021	190.00	.00	
10-62-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	263438	FUSE	09/20/2021	6.48	.00	
Total POLICE DEPARTMENT:					2,232.39	450.00	
FIRE DEPARTMENT							
10-64-12300 UNIFORMS & CLOTHING							
6436	GALLS, LLC	19273397	UNIFORMS/CLINE	09/13/2021	32.06	.00	
1833	UNITED FIRE	748626	UNIFORM/RICHARDSON	09/24/2021	171.71	.00	
10-64-22000 WATER							
1106	ARIZONA WATER COMPANY	03102028351-	Bisbee Fire Station 2 - #031-02-0	10/13/2021	30.80	.00	
1106	ARIZONA WATER COMPANY	03117013803-0	192 HWY 92/Fire #1 - #03117013	10/04/2021	56.42	56.42	10/07/2021
10-64-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	192 HWY 92-FIRE STATION #1	10/01/2021	118.76	.00	
1225	BISBEE PUBLIC WORKS	37	645 TOMBSTONE CYN-STATION	10/01/2021	118.76	.00	
10-64-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001916351	645 Tombstone Cyn - Fire #2- 910	10/13/2021	65.72	.00	
10-64-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	21-1023-1/FS1	Internet Svc-Fire Station 1	10/13/2021	78.99	.00	
10-64-34000 CONTRACT SERVICES							
6172	MMPC	85824	PEST CONTROL-STA#1	10/01/2021	30.00	.00	
5710	XEROX CORPORATION	14501344	BASE CHARGE & USAGE/BFD	10/01/2021	106.30	.00	
10-64-34010 AMBULANCE BILLING SERVICES							
7071	AMB	104380-IN	AMBULANCE BILLING-SEPTEM	08/31/2021	1,269.98	.00	
10-64-45300 CUSTODIAL SUPPLIES							
4672	WAXIE SANITARY SUPPLY	80352186	JANITORIAL SUPPLIES	10/07/2021	188.09	.00	
10-64-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	34237	TELEPHONE	10/12/2021	18.62	.00	
5927	ALERT-ALL CORP	221090978	FIRE PREVENTION MATERIALS	10/12/2021	368.99	.00	
1603	BUILDING REPORTS	134890	LICENSE FOR MOBILE ELECTR	09/30/2021	21.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1595	PIONEER PRODUCTS INC.	99984	FIRE HOSE, TURN OUT GEAR C	09/21/2021	99.92	.00	
2957	POSITIVE PROMOTIONS, INC	26093915	FIRE PREVENTION SUPPLIES F	10/12/2021	897.52	.00	
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDICAL, LLC	84222212	MEDICAL SUPPLIES/BFD	09/23/2021	223.04	.00	
1321	BOUND TREE MEDICAL, LLC	84222213	MEDICAL SUPPLIES/BFD	09/23/2021	472.46	.00	
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	259100	A/C BELTS	07/28/2021	116.79	.00	
6536	BISBEE NAPA AUTO PARTS	259187	V-BELT	07/29/2021	19.40	.00	
6536	BISBEE NAPA AUTO PARTS	264870	DEF 2.5	10/06/2021	32.85	.00	
1532	CITY OF SIERRA VISTA	3804	FLEET MAINTENANCE-MEDIC 8	09/28/2021	2,411.81	.00	
1532	CITY OF SIERRA VISTA	3814	FLEET MAINTENANCE-MEDIC 8	10/04/2021	3,333.88	.00	
10-64-91000 CAPITAL EXPENDITURES							
1445	HODGES GLASS COMPANY INC	21-1012	REMAINDER ON CONTRACT	10/12/2021	1,300.00	.00	
Total FIRE DEPARTMENT:					11,584.32	56.42	
CEMETERY							
10-70-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	DOUGLAS ST-CEMETARY	10/01/2021	64.97	.00	
10-70-46000 OPERATIONAL EXPENSES							
6754	SITE INDUSTRIES, LLC	INV20417	ANNUAL LICENSE	10/12/2021	880.00	.00	
Total CEMETERY:					944.97	.00	
BUILDING & MAINTENANCE							
10-74-34000 CONTRACT SERVICES							
7060	CINTAS	9143355330	WATERBREAK COOLER-AGREE	08/19/2021	15.67	.00	
4415	CULLIGAN OF TUCSON	112X47822507	DRINKING WATER/BM	09/30/2021	6.20	.00	
6172	MMPC	85965	PEST CONTROL-CH	10/04/2021	110.00	.00	
10-74-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4097475308	JANITORIAL SUPPLIES	09/29/2021	7.84	.00	
7060	CINTAS	40980134745	JANITORIAL SUPPLIES	10/06/2021	15.67	.00	
10-74-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	34043	ELBOW, COUPLE, PIPE	09/21/2021	10.04	.00	
1659	ACE HARDWARE	34182	SEALANT, FLOAT	10/05/2021	72.59	.00	
1659	ACE HARDWARE	34204	BWL BRUSH & CADY, WALLPLA	10/07/2021	22.27	.00	
1862	B&D LUMBER & HARDWARE	186683	REFRIGERATOR BULB	09/27/2021	1.63	.00	
1862	B&D LUMBER & HARDWARE	186749	LUMBER	09/29/2021	60.08	.00	
1862	B&D LUMBER & HARDWARE	186768	PREMIX CONCRETE, CONCRET	09/29/2021	408.65	.00	
1862	B&D LUMBER & HARDWARE	186886	PAIL, CONCRETE ADDITIVE	10/05/2021	47.47	.00	
1862	B&D LUMBER & HARDWARE	186901	CAULK GUN	10/06/2021	12.28	.00	
1862	B&D LUMBER & HARDWARE	186908	WTRSTP CEMENT	10/06/2021	28.85	.00	
1862	B&D LUMBER & HARDWARE	186909	GALV DOWNSPOUT	10/06/2021	15.11	.00	
1862	B&D LUMBER & HARDWARE	186948	GALV NIPPLE, COUPLING	10/07/2021	12.29	.00	
Total BUILDING & MAINTENANCE:					846.64	.00	
PUBLIC WORKS ADMINISTRATION							
10-75-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	404 BISBEE RD-PUBLIC WORK	10/01/2021	95.20	.00	
10-75-34000 CONTRACT SERVICES							
5710	XEROX CORPORATION	14501342	BASE CHARGE & USAGE/PW	10/01/2021	87.97	.00	
10-75-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	194099136001	INK CARTRIDGES	09/14/2021	257.87	.00	
10-75-43500 POSTAGE							
7060	CINTAS	4098013475	JANITORIAL SUPPLIES	10/06/2021	15.67	.00	
10-75-45200 SAFETY EQUIP & SUPPLIES							
1659	ACE HARDWARE	34013	WIPES, NITRILE GLOVES	09/16/2021	446.48	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4191	GRAINGER	9074630899	RAIN JACKETS (17)	10/04/2021	1,656.38	.00	
10-75-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4097475308	JANITORIAL SUPPLIES	09/29/2021	7.83	.00	
Total PUBLIC WORKS ADMINISTRATION:					2,567.40	.00	
GARAGE							
10-77-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	TOVREAVILLE RD-GARAGE	10/01/2021	103.69	.00	
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4097475228	UNIFORMS-GARAGE	09/29/2021	15.55	.00	
7060	CINTAS	4098013370	UNIFORMS-GARAGE	10/06/2021	15.55	.00	
7060	CINTAS	9148612733	WATERBREAK COOLER-AGREE	10/01/2021	48.87	.00	
6172	MMPC	85853	PEST CONTROL-GAR	10/01/2021	50.00	.00	
10-77-42060 INVENTORIED TOOLS							
6536	BISBEE NAPA AUTO PARTS	263976	TORX SCREWDRIVERS	09/27/2021	23.97	.00	
10-77-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4097475324	JANITORIAL SUPPLIES	09/29/2021	25.92	.00	
7060	CINTAS	4098013455	JANITORIAL SUPPLIES	10/06/2021	25.92	.00	
10-77-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	34057	PIPE THREAD, THREAD SEAL T	09/22/2021	9.28	.00	
10-77-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	262712	BACK PROBE, WIRE TEST LEA	09/10/2021	113.12	.00	
6536	BISBEE NAPA AUTO PARTS	263533	14DR T-45H TP STB	09/21/2021	7.66	.00	
Total GARAGE:					439.53	.00	
PARKS							
10-80-22000 WATER							
1106	ARIZONA WATER COMPANY	03102062101-	Garfield Park TC- Parks-#031-02-	10/13/2021	130.68	.00	
1106	ARIZONA WATER COMPANY	03117017901-0	Tin Town Park/Parks - #03117017	10/04/2021	25.71	25.71	10/07/2021
10-80-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	1 QUALITY HILL-POOL	10/01/2021	75.77	.00	
1225	BISBEE PUBLIC WORKS	37	5 COPPER PLAZA-PARK MAIN S	10/01/2021	75.77	.00	
1225	BISBEE PUBLIC WORKS	37	TOMBSTONE CYN-GARFIELD P	10/01/2021	28.17	.00	
1225	BISBEE PUBLIC WORKS	37	VISTA PARK	10/01/2021	64.97	.00	
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4097475293	UNIFORMS-PARKS	09/29/2021	21.76	.00	
7060	CINTAS	4098013411	UNIFORMS-PARKS	10/06/2021	21.76	.00	
1893	LAL ENTERPRISES, INC	60095	PORTA POTS/GARFIELD PARK	09/30/2021	124.75	.00	
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON Cmplx-Dou	D08192120211	DOC LABOR CREW/PKS	10/06/2021	288.00	.00	
3163	AZ STATE PRISON Cmplx-Dou	D08193420210	DOC LABOR CREW/PKS	09/24/2021	220.00	.00	
10-80-42060 INVENTORIED TOOLS							
1659	ACE HARDWARE	34042	HAMMER	09/21/2021	23.83	.00	
1659	ACE HARDWARE	34104	FS 94 TRIMMER	09/27/2021	767.18	.00	
1659	ACE HARDWARE	34118	MACHETE W/SHEATH	09/28/2021	3.93	.00	
1862	B&D LUMBER & HARDWARE	186899	UNIVERSAL POWER RAKE	10/06/2021	31.20	.00	
1862	B&D LUMBER & HARDWARE	186941	AUGER	10/07/2021	15.14	.00	
10-80-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	34199	FLAPPER, TOILET PLUNGER B	10/07/2021	24.20	.00	
10-80-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4097475290	JANITORIAL SUPPLIES	09/29/2021	287.62	.00	
10-80-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	34148	PRO CLEANER, SILICON AUTO/	09/30/2021	43.70	.00	
1862	B&D LUMBER & HARDWARE	186499	TREE WRAP, TREE WOUND SE	09/16/2021	16.26	.00	
1862	B&D LUMBER & HARDWARE	186573	MASON LINE	09/21/2021	16.43	.00	
1862	B&D LUMBER & HARDWARE	186851	MICRO GEL GLUE	10/04/2021	12.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-80-46802 LANDSCAPING MATERIALS							
1659	ACE HARDWARE	34060	VALVE IN LINE	09/22/2021	13.96	.00	
1659	ACE HARDWARE	34161	SPRAY HEAD POPUP	10/04/2021	3.72	.00	
10-80-61000 REPAIRS & MAINT - VEHICLES							
1659	ACE HARDWARE	34188	AIR FILTER	10/06/2021	22.34	.00	
Total PARKS:					2,359.52	25.71	
SWIMMING POOL							
10-81-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HARDWARE	186627	TOILET AUGER	09/23/2021	15.14	.00	
10-81-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	186572	FORM STAKE, REBAR	09/21/2021	20.96	.00	
Total SWIMMING POOL:					36.10	.00	
LIBRARY							
10-83-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK RETENTIO	Acct 40000577	WC Jul-Sep 1st Qtr FY22 Library -	07/06/2021	24.00	24.00	10/07/2021
10-83-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	6 MAIN ST-LIBRARY	10/01/2021	118.76	.00	
10-83-34000 CONTRACT SERVICES							
5954	IRONHAWK ELEVATOR, LLC	202110458	MONTHLY MAINT/OCT 21	10/05/2021	116.70	.00	
6172	MMPC	83000	PEST CONTROL-LIB-FRIENDS	09/28/2021	325.00	.00	
1499	RICOH USA, INC	5062957495	COPIER MAINT AGRMNT/LIB	10/01/2021	82.53	.00	
5710	XEROX CORPORATION	14501341	BASE CHARGE & USAGE/LIB	10/01/2021	52.88	.00	
10-83-41500 OFFICE SUPPLIES							
1842	DEMCO INCORPORATED	7015693	SUPPLIES/LIBRARY	09/29/2021	205.27	.00	
10-83-42040 ADVERTISING							
1145	HERALD REVIEW MEDIA	921493572	PUBLIC NOTICE/ BEST OF BISB	09/29/2021	172.98	.00	
10-83-46831 BOOKS							
4926	AMAZON	994444898346	ADJUSTMENT-BOOK	10/12/2021	36.08	.00	
Total LIBRARY:					1,134.20	24.00	
SENIOR CITIZENS CENTER							
10-85-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	COLLINS RD-SENIOR CENTER	10/01/2021	75.77	.00	
Total SENIOR CITIZENS CENTER:					75.77	.00	
Total GENERAL FUND:					199,104.69	132,218.63	
GENERAL GOVERNMENT GRANTS							
GRANT EXP - GENERAL GOVT							
11-40-22524 TINTOWN PAVING & IMPR PHASE 3							
4223	KE & G DEVELOPMENT	210030-1	CDBG GRANT-TIN TOWN PAVE	06/25/2021	87,794.10	.00	
4223	KE & G DEVELOPMENT	210030-2	CDBG GRANT-TIN TOWN PAVE	07/28/2021	33,140.70	.00	
Total GRANT EXP - GENERAL GOVT:					120,934.80	.00	
Total GENERAL GOVERNMENT GRANTS:					120,934.80	.00	
TRANSIENT ROOM TAX							
FUND EXPENDITURES							
20-40-34000 CONTRACT SERVICES							
6971	DOG CAT MOUSE MEDIA	276	DISCOVER BISBEE MARKETIN	10/01/2021	3,166.67	3,166.67	10/07/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FUND EXPENDITURES:					3,166.67	3,166.67	
Total TRANSIENT ROOM TAX:					3,166.67	3,166.67	
STREETS							
FUND EXPENDITURES							
21-40-12300 UNIFORMS & CLOTHING							
6629	RODRIGUEZ, XAVIER	21-1012	REIMBURSEMENT-MEALS	10/12/2021	29.49	.00	
21-40-13100 BUSINESS TRAVEL							
6958	SAAVEDRA, JOSE	21-1012	REIMBURSEMENT-MEALS	10/12/2021	53.00	.00	
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1032111000-09	Az Street St Lights #1032111000	10/13/2021	4,629.41	.00	
21-40-34000 CONTRACT SERVICES							
5957	BARNETT'S PROPANE, LLC	4656-8	PROPANE	08/05/2021	282.48	.00	
7060	CINTAS	4097475267	UNIFORMS-STREETS	09/29/2021	15.27	.00	
7060	CINTAS	4097475296	UNIFORMS-STREETS	09/29/2021	52.61	.00	
7060	CINTAS	4098013451	UNIFORMS-STREETS	10/06/2021	15.27	.00	
21-40-34100 DOC WORKERS							
3163	AZ STATE PRISON Cmplx-DOU	D08300120211	MILEAGE/STREETS	10/06/2021	296.00	.00	
3163	AZ STATE PRISON Cmplx-DOU	D08301620210	DOC LABOR CREW/STR	09/24/2021	320.00	.00	
21-40-42060 INVENTORIED TOOLS							
1659	ACE HARDWARE	34163	BEDDING FORK W/WOOD HAN	10/04/2021	40.05	.00	
1862	B&D LUMBER & HARDWARE	186724	FS94 R-Z TRIMMER	09/28/2021	355.09	.00	
1862	B&D LUMBER & HARDWARE	186725	FS94 TRIMMER	09/28/2021	355.09	.00	
1862	B&D LUMBER & HARDWARE	186774	MANURE FORK	09/30/2021	53.64	.00	
1862	B&D LUMBER & HARDWARE	186778	RATCHET SET	09/30/2021	23.89	.00	
1862	B&D LUMBER & HARDWARE	186793	SHOVELS	09/30/2021	42.81	.00	
1862	B&D LUMBER & HARDWARE	186879	TORCH	10/05/2021	67.29	.00	
21-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	34032	BIT DRILL	09/20/2021	67.98	.00	
1862	B&D LUMBER & HARDWARE	186750	TORX POWER BIT, PHILLIPS PO	09/29/2021	14.87	.00	
1862	B&D LUMBER & HARDWARE	186790	EXT POLE, THREADED HANDLE	09/30/2021	57.49	.00	
21-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	34031	WIRE ROPE CLIP	09/20/2021	5.56	.00	
1862	B&D LUMBER & HARDWARE	186481	HILLMAN	09/16/2021	21.45	.00	
1862	B&D LUMBER & HARDWARE	186534	PAINT, STRIPING PAINT	09/20/2021	47.52	.00	
1862	B&D LUMBER & HARDWARE	186535	PREMIX CONCRETE, CONCRET	09/20/2021	10.17	.00	
1862	B&D LUMBER & HARDWARE	188540	ANCHORS	09/20/2021	25.67	.00	
1862	B&D LUMBER & HARDWARE	186557	SPRING CLIP	09/20/2021	9.29	.00	
1862	B&D LUMBER & HARDWARE	186564	PINS	09/20/2021	7.03	.00	
1862	B&D LUMBER & HARDWARE	186580	PREMIX CONCRETE, CONCRET	09/21/2021	10.17	.00	
1862	B&D LUMBER & HARDWARE	186581	PREMIX CONCRETE, CONCRET	09/21/2021	5.09	.00	
1862	B&D LUMBER & HARDWARE	186607	MASKING TAPE, PREMIX CONC	09/22/2021	38.72	.00	
1862	B&D LUMBER & HARDWARE	186693	PLASTIC PAIL, COVER, STRAIN	09/27/2021	17.51	.00	
1862	B&D LUMBER & HARDWARE	186708	WASHERS, ANCHORS	09/27/2021	26.75	.00	
1862	B&D LUMBER & HARDWARE	186723	SPRAY PAINT	09/28/2021	18.41	.00	
1862	B&D LUMBER & HARDWARE	186737	BLACK MARKER	09/28/2021	2.72	.00	
7000	BARNETT'S TOWING, LLC	453117	TOWING SERVICE-DUMP TRUC	09/21/2021	825.00	.00	
7074	GUARDTOP, LLC	44352	PAINT	09/30/2021	415.91	.00	
21-40-55000 EQUIPMENT REPAIR & MAINT							
1659	ACE HARDWARE	34102	ECHOMATIC UNIV HEAD, SS FS	09/27/2021	93.05	.00	
1862	B&D LUMBER & HARDWARE	186644	NYLON LINE, TRIMMER AIR FIL	09/23/2021	207.39	.00	
1862	B&D LUMBER & HARDWARE	186688	CREDIT	09/27/2021	76.79-	.00	
1862	B&D LUMBER & HARDWARE	186689	PUSH BUTTON, AIR FILTER	09/27/2021	17.69	.00	
21-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	263452	BATTER, PURPLE POWER	09/20/2021	127.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FUND EXPENDITURES:					8,627.38	.00	
Total STREETS:					8,627.38	.00	
HOUSING INITIATIVE							
45-40-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	184807	BRASS ADAPTER-300 CAMPBE	09/03/2021	6.57	.00	
1225	BISBEE PUBLIC WORKS	37	416 N STREET SAGINAW	10/01/2021	61.60	.00	
1225	BISBEE PUBLIC WORKS	37	75 C OK STREET	10/01/2021	61.60	.00	
1225	BISBEE PUBLIC WORKS	37	300 CAMPBELL ST.	10/01/2021	61.60	.00	
Total :					191.37	.00	
Total HOUSING INITIATIVE:					191.37	.00	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	9662440000-0	Bisbee Junction Hill - Airport #96	10/04/2021	186.83	186.83	10/07/2021
50-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	AIRPORT RD-AIRPORT	10/01/2021	25.13	.00	
50-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001898040	Bisbee JcT - Airport Rd #9100018	10/04/2021	38.17	38.17	10/07/2021
50-40-34000 CONTRACT SERVICES							
6172	MMPC	86291	PEST CONTROL-AIRPORT	10/07/2021	50.00	.00	
50-40-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	34038	ELECTRIC CORD, ENTRY LOCK	09/20/2021	42.81	.00	
Total FUND EXPENDITURES:					342.94	225.00	
Total AIRPORT FUND:					342.94	225.00	
POLICE SPECIAL REVENUE& GRANTS							
FUND EXPENDITURES							
53-40-30007 PD SAFETY EQUIPMENT GRANT							
6854	LEAVITT COMMUNICATIONS	21-0824	15 VHF P25 F700 PORTABLE RA	08/24/2021	18,193.21	.00	
53-40-35000 EXPENDITURES - FED ASSET FORFT							
1632	DELL MARKETING, L.P.	10502243438	11 LAPTOPS W/CHARGERS & A	07/10/2021	20,000.64	.00	
Total FUND EXPENDITURES:					38,193.85	.00	
Total POLICE SPECIAL REVENUE& GRANTS:					38,193.85	.00	
SEWER FUND							
FUND EXPENDITURES							
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1002920000-0	940 W. Purdy Ln San Jose WW -#	10/04/2021	5,240.46	5,240.46	10/07/2021
54-40-22000 WATER							
1106	ARIZONA WATER COMPANY	03117016701-0	320 Teran #03117016701	10/04/2021	26.79	26.79	10/07/2021
54-40-34000 CONTRACT SERVICES							
7060	CINTAS	4097475258	UNIFORMS-WW	09/29/2021	34.44	.00	
7060	CINTAS	4098013439	UNIFORMS-WW	10/06/2021	34.44	.00	
6881	OPERATIONS MANAGEMENT IN	D3165600-03-1	JACOBS CONTRACT-NOVEMBE	10/04/2021	64,100.39	.00	
54-40-42060 INVENTORIED TOOLS							
1659	ACE HARDWARE	34018	SCREWDRIVER SET, OFF	09/16/2021	25.13	.00	
1659	ACE HARDWARE	34062	PIPE WRENCH	09/22/2021	27.94	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1659	ACE HARDWARE	34065	SCREWDRIVER SET, MINI HAC	09/22/2021	32.85	.00	
1659	ACE HARDWARE	34136	VINYL TUB, RAKE	09/29/2021	15.73	.00	
1659	ACE HARDWARE	34149	SHOVEL, BALLPEIN HAMMER	09/30/2021	37.24	.00	
1862	B&D LUMBER & HARDWARE	186704	HAND TROWEL, KIDS SPADE	09/27/2021	27.59	.00	
1862	B&D LUMBER & HARDWARE	186834	TAPE MEASURE, NO HUB COU	10/04/2021	21.56	.00	
1862	B&D LUMBER & HARDWARE	186870	PLIERS, DIAMOND BLADE, CAP	10/05/2021	44.85	.00	
6536	BISBEE NAPA AUTO PARTS	263427	SCREWDRIVER	09/20/2021	14.11	.00	
54-40-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HARDWARE	186732	DIAMOND BLADE	09/28/2021	39.26	.00	
54-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	34035	FASTENERS	09/20/2021	3.70	.00	
1659	ACE HARDWARE	34070	STRAP HANGER GLOVE, STRA	09/23/2021	8.17	.00	
1659	ACE HARDWARE	34098	LIGHTING USB APPLE, SPRAY	09/27/2021	21.40	.00	
1862	B&D LUMBER & HARDWARE	186553	ANT & ROACH KILLER	09/20/2021	8.18	.00	
1862	B&D LUMBER & HARDWARE	186895	HIGH PERF OIL	10/06/2021	31.55	.00	
6536	BISBEE NAPA AUTO PARTS	263679	METAL	09/22/2021	48.47	.00	
6536	BISBEE NAPA AUTO PARTS	264669	MICROFIBER WASH, DETAILIN	10/04/2021	16.01	.00	
6536	BISBEE NAPA AUTO PARTS	264990	OIL, WINDSHIELD WASH, OIL FI	10/08/2021	52.85	.00	
54-40-46543 MANHOLE, PIPE & FITTINGS							
1659	ACE HARDWARE	34054	PRESSURE PIPE, ELBOW, COU	09/21/2021	31.87	.00	
1659	ACE HARDWARE	34062	PIPE TUBE, UNION, COUPLING	09/22/2021	52.77	.00	
1659	ACE HARDWARE	34074	NIPPLE, COUPLING, HEX BUSH	09/23/2021	23.25	.00	
1659	ACE HARDWARE	34076	ELBOW, COUPLE, HEX BUSHIN	09/23/2021	7.68	.00	
1659	ACE HARDWARE	34078	ELBOW, NIPPLE	09/23/2021	6.49	.00	
1659	ACE HARDWARE	34192	ABS PIPE	10/06/2021	40.05	.00	
1659	ACE HARDWARE	34206	NIPPLE GALV, HEX BUSHING, E	10/07/2021	57.70	.00	
1862	B&D LUMBER & HARDWARE	186639	COUPLING, UNION, ELBOW, TF	09/23/2021	24.10	.00	
1862	B&D LUMBER & HARDWARE	186751	ELBOW, PVC ELBOW, VALVE B	09/29/2021	48.41	.00	
1862	B&D LUMBER & HARDWARE	186920	ABS PIPE	10/06/2021	38.35	.00	
6000	FERGUSON WATERWORKS #30	9163198	C CI PVC X CI PVC COUP	09/20/2021	172.17	.00	
6000	FERGUSON WATERWORKS #30	9178310	ABS CMNT, PVC COUP, ABS DW	09/27/2021	266.91	.00	
54-40-47000 PERMITS & LICENSES							
1073	AZ DEPT OF ENVIRONMENTAL	000034575X	WQL WATER QUALITY-BILLING	09/30/2021	6,000.00	.00	
54-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	263042	FUEL CAP	09/15/2021	10.95	.00	
6536	BISBEE NAPA AUTO PARTS	263630	DRLDRST, METAL , DEGREASE	09/22/2021	108.79	.00	
6536	BISBEE NAPA AUTO PARTS	264871	COUPLER, HOSE	10/06/2021	9.87	.00	
54-40-62002 TIRES							
1854	W R RYAN - FIRESTONE	T22669	TIRES	09/02/2021	319.06	.00	
Total FUND EXPENDITURES:					77,131.53	5,267.25	
Total SEWER FUND:					77,131.53	5,267.25	
SANITATION FUND							
FUND EXPENDITURES							
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4097475219	UNIFORMS-SANITATION	09/29/2021	36.23	.00	
7060	CINTAS	4098013456	UNIFORMS-SANITATION	10/06/2021	36.23	.00	
5392	COCHISE COUNTY FLEET MAIN	BISBEE 22-03	FLEET CHARGES-SEP 21/SAN	10/08/2021	96.30	.00	
56-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	34158	GARDEN SPRAYER	10/02/2021	20.48	.00	
1862	B&D LUMBER & HARDWARE	186761	PVC PIPE, PVC TEE, PVC ELBO	09/29/2021	17.93	.00	
6536	BISBEE NAPA AUTO PARTS	264914	2.5 DEF	10/07/2021	65.69	.00	
56-40-46561 COUNTY TIPPING FEE							
3181	COCHISE COUNTY TREASURE	27668	MUNICIPAL SANITATION/HOUS	09/30/2021	20,816.32	.00	
56-40-46562 RECYCLING PROGRAM							
6536	BISBEE NAPA AUTO PARTS	263423	BLISTER PACK MINATURE	09/20/2021	4.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6536	BISBEE NAPA AUTO PARTS	264703	SILICONE TAPE, HEAT SHRINK	10/05/2021	30.85	.00	
6536	BISBEE NAPA AUTO PARTS	264839	MARKERE LIGHT, WIPER BLAD	10/06/2021	35.40	.00	
7060	CINTAS	4097475271	UNIFORMS-RECYCLING	09/29/2021	58.80	.00	
7060	CINTAS	4098013492	UNIFORMS-RECYCLING	10/06/2021	58.80	.00	
1893	LAL ENTERPRISES, INC	60095	PORTA POTS/RECYCLING-TRA	09/30/2021	74.75	.00	
56-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	263041	PETERBILT BATTERY	09/15/2021	459.99	.00	
Total FUND EXPENDITURES:					21,812.44	.00	
Total SANITATION FUND:					21,812.44	.00	
QUEEN MINE FUND							
FUND EXPENDITURES							
59-40-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK RETENTIO	Acct 40000577	WC Jul-Sep 1st Qtr FY22 QM - Vo	07/06/2021	22.00	22.00	10/07/2021
59-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	37	478 N DART RD-QUEEN MINE	10/01/2021	409.74	.00	
59-40-46591 MERCHANDISE							
4801	BELKIS MINERALS	42963	BRACELETS, PENDANTS, NEC	09/07/2021	2,585.00	.00	
Total FUND EXPENDITURES:					3,016.74	22.00	
Total QUEEN MINE FUND:					3,016.74	22.00	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-41607 CITY OPERATING EXPENSE							
5710	XEROX CORPORATION	14501342	BASE CHARGE & USAGE/BUS	10/01/2021	29.32	.00	
Total FUND EXPENDITURES:					29.32	.00	
Total BISBEE BUS FUND:					29.32	.00	
Grand Totals:					472,551.73	140,899.55	

Dated: _____

Mayor: _____

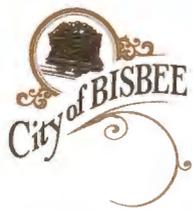
City Council: _____

City Recorder: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
--------	-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Report Criteria:

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



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: October 19, 2021

Regular Special

DATE ACTION SUBMITTED: October 6, 2021

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: APPROVAL OF THE APPOINTMENT OF SAVANNAH ANDERSON TO THE DESIGN REVIEW BOARD

FROM: **Nina Williams, Deputy City Clerk**

RECOMMENDATION: **Approve**

PROPOSED MOTION: **I move to approve the appointment of Savannah Anderson to the Design Review Board.**

DISCUSSION:

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

If approved, Ms. Anderson will serve on the Board from October 120, 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*
Nina Williams,
Deputy City Clerk

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



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 9/29/2020

*** Board interested to serve:**

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

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

Anderson	Savannah	Blayze
_____ Last Name	_____ First Name	_____ Middle Initial



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

Residential Street Address:

Telephone Number(s):

Email Address:

* I have been a resident of Bisbee for 1yr. 9 mo. 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): 8 years experience teaching English to business executives of other countries working for but not limited to: Motorola, Lenovo, Chrysler, and Facebook. Teaching and guiding them on how to effectively communicate with their foreign business colleagues. 3+ years management experience as the GM of bars & restaurants, and served as a teacher-trainer training new hires how to successfully assist their students reach their goals through effective communication.

Please provide a brief summary of Civic/Volunteer Experience:

1) Traveled to assist in relief work concerning the after-effects of hurricane Sandy in the Rockaways for 2 weeks. As I volunteered directly after that disaster happened, the work was mainly clean-up, demolition, and sanitation-based.

2) Served as a volunteer with an LDC construction group for 2+ years. I assisted in demolition, construction cleanup, drywall, and HVAC work.

Other Background Information Relevant to Serving in this Position:

I live in a historic miner's cabin in Old Bisbee, so preserving the historic nature of the area is near and dear to me.

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

As a homeowner in Bisbee and an active member of the community, conserving the historic elements that make Bisbee unique and what has enabled this town to maintain such a beautiful community is why I want the opportunity to apply for this position. As an educator I have learned how to direct and discuss topics with tact and care, and I look forward to improving my knowledge of construction in order to preserve the historic town of Bisbee.

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:** 12/08/2017 I recieved a DUI. Everything has been settled and there is nothing outstanding. It is set to be expunged from my record on 5/08/2023.

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:

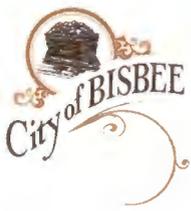
n/a

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:  Savannah Blayze Andersen Date: 9/29/2021

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: October 19, 2021

Regular Special

DATE ACTION SUBMITTED: October 12, 2021

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **APPROVAL OF THE PARK, FACILITY, AND RIGHT-OF-WAY USE PERMIT FOR THE USE OF VISTA PARK FOR MOVIES IN THE PARK TRUNK OR TREAT ON SUNDAY, OCTOBER 31, 2021 FROM 5:00PM TO 11:00PM.**

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Recommend Approval

PROPOSED MOTION: I move to approve the Park, Facility, and Right-of-Way Use Permit for the use of Vista Park for Movies in the Park Trunk or Treat on Sunday, October 31, 2021 from 5:00PM to 11:00PM..

DISCUSSION:

Ashlee Coronado is requesting permission to use Vista Park for Movies in the Park Trunk or Treat on Sunday, October 31, 2021 from 5:00pm to 11:00pm. Movie to be determined.

Staff has reviewed the Permit and recommends approval.

There will be no fees for this permit.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: *Nina Williams*
Nina Williams,
Deputy City Clerk

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



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

PERMIT NO: **53-21**

**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: **October 12, 2021**

Name and Title (If Applicable): **Ashlee Coronado, City Clerk**

Organization Name (If Applicable): **City of Bisbee**

Applicant or Organization Mailing Address: **76 Erie Street**

Phone: **520-432-6000** Contact Name and Phone # during event: **Ashlee Coronado**

Email Address: **ACoronado@BisbeeAZ.gov**

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: Trunk of Treat	Expected Attendance: 500	
Event Date(s): Sunday, October 31, 2021	Start Time: 4:00PM	End Time: 10:00PM
Event Location and Address: Vista Park		
Will you be serving food? Yes <input type="checkbox"/> / No <input type="checkbox"/> 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):

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**

<input type="checkbox"/>	Parks/ Public Works Personnel \$25.00/ hr. per person	
<input type="checkbox"/>	Water Access- Parks \$25.00	
<input type="checkbox"/>	No Parking Signs, access to facility/ band shell/ restrooms etc. \$1.50 per sign Note: Road Closed Signs/ Barriers must be supplied by Applicant.	
<input type="checkbox"/>	Operations Plans \$100 minimim (personnel hours including ERE's)	
CONDITIONS APPLICANT MUST MEET THAT ARE REQUIRED BY THE CITY OF BISBEE :		
<input type="checkbox"/>	\$35.00 non-commercial or <input type="checkbox"/> \$65.00 commercial permit fee paid before permit is processed.	
<input type="checkbox"/>	\$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.	
<input type="checkbox"/>	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.	
<input type="checkbox"/>	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).	
<input type="checkbox"/>	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.	
<input type="checkbox"/>	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		
<p>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</p>		

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 Ashlee Coronado DATE: October 12, 2021

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:



NOTE:
SHOW DIMENSIONS, SERVING AREAS, AND LABEL TYPE OF ENCLOSURE AND SECURITY POSITIONS.
SHOW NEAREST CROSS STREETS, HIGHWAY, OR ROAD IF LOCATION DOESN'T HAVE AN ADDRESS.

PARK, FACILITY AND SPECIAL EVENT FEES

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

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



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 19, 2021

Regular Special

DATE ACTION SUBMITTED: <u>October 6, 2021</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF A LIQUOR LICENSE APPLICATION FOR THE SHADY DELL LOCATED AT 1 OLD DOUGLAS ROAD, BISBEE ARIZONA; JEFFREY CRAIG MILLER, APPLICANT	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Liquor License Application

PROPOSED MOTION: I move to approve the Liquor License Application for the Shady Dell located at 1 Old Douglas Road, Bisbee Arizona.

DISCUSSION:

Mr. Miller has submitted a Liquor License Application for the Shady Dell which is located at 1 Old Douglas Road, Bisbee Arizona. The license series type is 011 Hotel/Motel.

The application was posted in accordance with state and local laws.

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

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Paulsen
Stephen Paulsen
City Manager



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

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

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

2. County of: _____ City/Town/County #: _____

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The _____ at a _____ meeting held on the _____ of _____

_____ considered the application of _____

for a license to sell spirituous liquor at the premises described in application _____

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

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

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

Dated at _____ on _____

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

Job #159588
* Bisbee *

CA

State of Arizona
Department of Liquor Licenses and Control

Created 09/01/2021 @ 12:04:32 PM

Local Governing Body Report

LICENSE

Number:		Type:	011 HOTEL / MOTEL
Name:	THE SHADY DELL		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1 OLD DOUGLAS ROAD BISBEE, AZ 85603 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(520)432-3567		
Alt. Phone:	(480)730-2675		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	BISBEE REVISITED, LLC	
Contact Name:	JEFFREY MILLER	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	L13949783	State of Incorporation: AZ
Incorporation Date:	09/20/2007	
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA	
Phone:	(480)730-2675	
Alt. Phone:		
Email:	LIQUORLICENSE@AZLIC.COM	

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

THE JUSTIN LURIA FAMILY TRUST

Member

'21 9 1 Liq.Admin PM12:05

100.00

THE JUSTIN LURIA FAMILY TRUST - Trustee

Name: JUSTIN JOSEPH LURIA
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (520)432-3567
Alt. Phone:
Email: JUSTIN@THESHADYDELL.COM

BISBEE REVISITED, LLC - Member

Name: THE JUSTIN LURIA FAMILY TRUST
Contact Name: JEFFREY MILLER
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

APPLICATION INFORMATION

Application Number: 159588
Application Type: New Application
Created Date: 09/01/2021

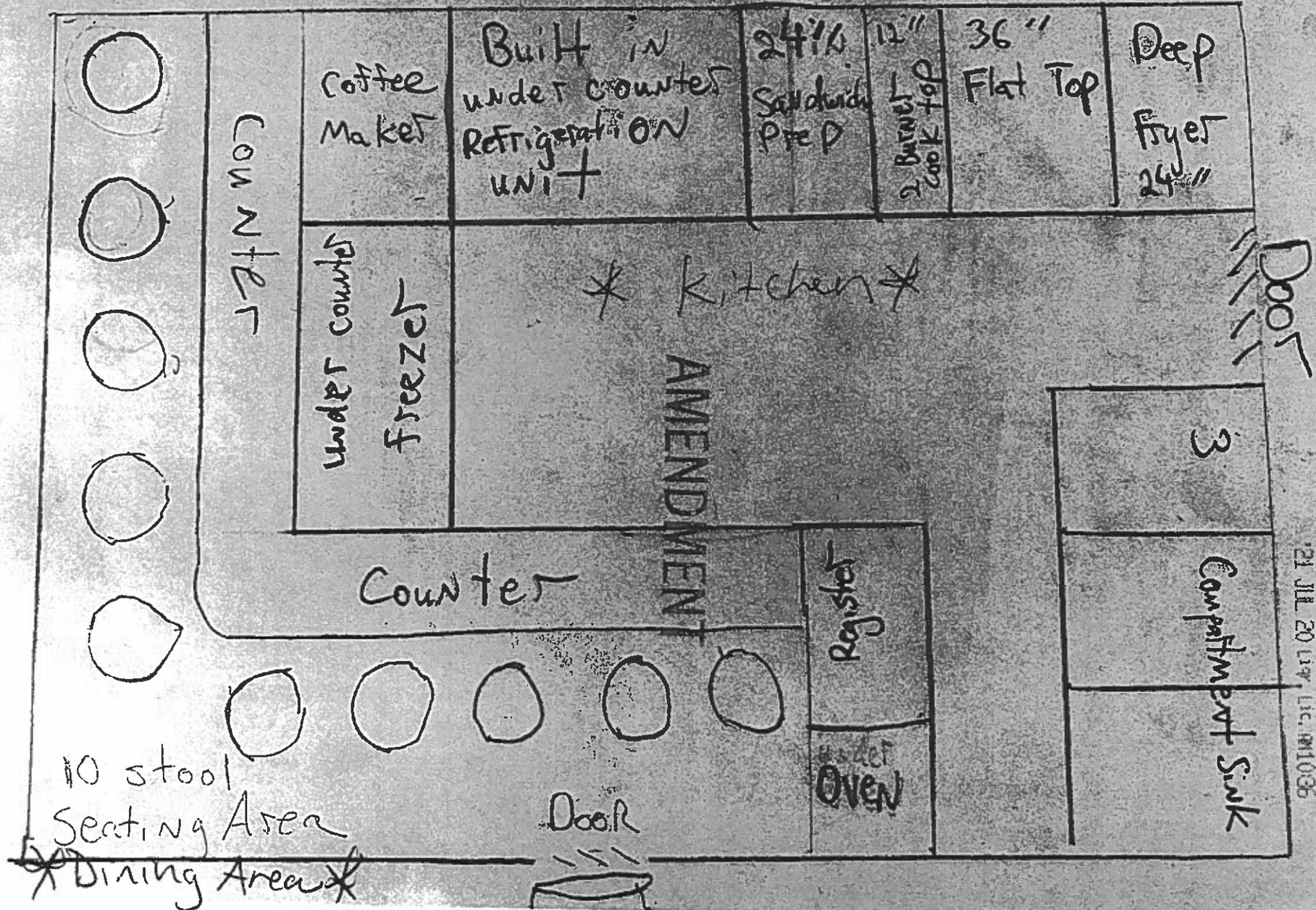
CA

QUESTIONS & ANSWERS

011 Hotel / Motel

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS PATIO
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

Dot's Diner Lay out



21 JUL 20 11:47 Lic: 011036



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

AFFIDAVIT OF POSTING

Date of Posting: Sept. 9, 2021 Date of Posting Removal: Oct 1, 2021

Applicant's Name: Miller Jeffrey Craig
Last First Middle

Business Address: 1 Old Douglas Rd Bisbee AZ 85603
Street City Zip

License #: 159588
 Application number

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

E. Mendoza 7114 Police Officer 520 432 2261
Print Name of City/County Official Title Phone Number

[Signature] 7114 09/09/21
Signature Date Signed

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

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: 09/09/2021

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

BISBEE CITY COUNCIL

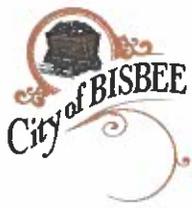
PLACE 915 S. TOVERVILLE RD. DATE/TIME 10/19/2021 - 7 P.M.

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

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

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

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.



AGENDA ITEM NUMBER 2D

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 19, 2021

Regular Special

DATE ACTION SUBMITTED: <u>October 6, 2021</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF A LIQUOR LICENSE APPLICATION (003 IN STATE MICROBREWERY) FOR THE LEGION BAR AND GRILL LOCATED AT 57A SUBWAY STREET, BISBEE ARIZONA; MICHAEL DAVID ALBIN, APPLICANT	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Liquor License Application

PROPOSED MOTION: I move to approve the Liquor License Application (003 In State Microbrewery) for the Legion Bar and Grill located at 57A Subway Street, Bisbee Arizona.

DISCUSSION:

Mr. Ablin has submitted a Liquor License Application (003 In State Microbrewery) for the Legion Bar and Grill which is located at 57A Subway Street, Bisbee Arizona. The license series type is 003 In State Microbrewery.

The application was posted in accordance with state and local laws.

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

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Pauken
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

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

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

2. County of: _____ City/Town/County #: _____

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. § 4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The _____ at a _____ meeting held on the _____ of _____

_____ considered the application of _____

for a license to sell spirituous liquor at the premises described in application _____

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

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

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

Dated at _____ on _____

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



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

AFFIDAVIT OF POSTING

Date of Posting: 09/09/21 Date of Posting Removal: Oct 1, 2021

Applicant's Name: Albin Michael David
Last First Middle

Business Address: 57 A Subway St Bisbee, Ar 85603
Street City Zip

License #: 155796
 Application #

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

E. Mendoza 7114 Police Officer 520 432 2261
Print Name of City/County Official Title Phone Number

[Signature] 7114 09/09/21
Signature Date Signed

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

State of Arizona
Department of Liquor Licenses and Control

Created 08/14/2021 @ 03:41:19 PM

Local Governing Body Report

LICENSE

Number:	Type:	003 IN STATE MICROBREWERY
Name:	THE LEGION BAR AND GRILL	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	57A SUBWAY STREET BISBEE, AZ 85603 USA	
Mailing Address:	222 W BRINKLEY SPRINGS DRIVE ORO VALLEY, AZ 85755 USA	
Phone:	(000)000-0000	
Alt. Phone:	(520)631-7133	
Email:	MIKE@LEGIONBARANDGRILL.COM	

AGENT

Name:	MICHAEL DAVID ABLIN
Gender:	Male
Correspondence Address:	222 W BRINKLEY SPRINGS DRIVE ORO VALLEY, AZ 85755 USA
Phone:	(520)631-7133
Alt. Phone:	
Email:	MIKE@LEGIONBARANDGRILL.COM

OWNER

Name:	THE LEGION BAR AND GRILL LLC	
Contact Name:	MICHAEL DAVID ALBIN	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	23189016	State of Incorporation: AZ
Incorporation Date:	02/26/2021	
Correspondence Address:	222 W BRINKLEY SPRINGS DRIVE ORO VALLEY, AZ 85755 USA	
Phone:	(520)631-7133	
Alt. Phone:		
Email:	MIKE@LEGIONBARANDGRILL.COM	

Officers / Stockholders

MICHAEL DAVID ABLIN

MEMBER

interest:
100.00

THE LEGION BAR AND GRILL LLC - MEMBER

Name: MICHAEL DAVID ABLIN
Gender: Male
Correspondence Address: 222 W BRINKLEY SPRINGS DRIVE
ORO VALLEY, AZ 85755
USA
Phone: (520)631-7133
Alt. Phone:
Email: MIKE@LEGIONBARANDGRILL.COM

APPLICATION INFORMATION

Application Number: 155796
Application Type: New Application
Created Date: ~~07/23/2021~~

8-14-2021



QUESTIONS & ANSWERS

In State Microbrewery

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Statutory Remedies Pursuant to ARS Title 33 including forcible entry and detainer
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0 Member contributions
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
no
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
January 1, 2022

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	Ablin.ASF.pdf	07/23/2021
DIAGRAM/FLOOR PLAN	Diagrams.pdf	07/23/2021
QUESTIONNAIRE	Albin Q. Series 3.pdf	07/23/2021

THE LEGION BAR & GRILL - 57A SUBWAY ST. BISBEE AZ 85603

TOTAL SQ FT - 4,201
(ALL LEVELS)

- LEGEND
- ① OFFICE / STORAGE
 - ② COOL STORAGE
 - ③ TAPS
 - ④ FLOOR SINK
 - ⑤ BACK OF BAR
 - ⑥ PASS-THROUGH
 - ⑦ DUMBWATER
 - ⑧ FRIDGE-FREEZER
 - ⑨ DRY STORAGE
 - ⑩ SANDWICH COLD-PREP
 - ⑪ DISH STATION
 - ⑫ GRILL, FRYERS
 - ⑬ LIQUOR AND BEER STORAGE
 - ⑭ KEG BEER STORAGE

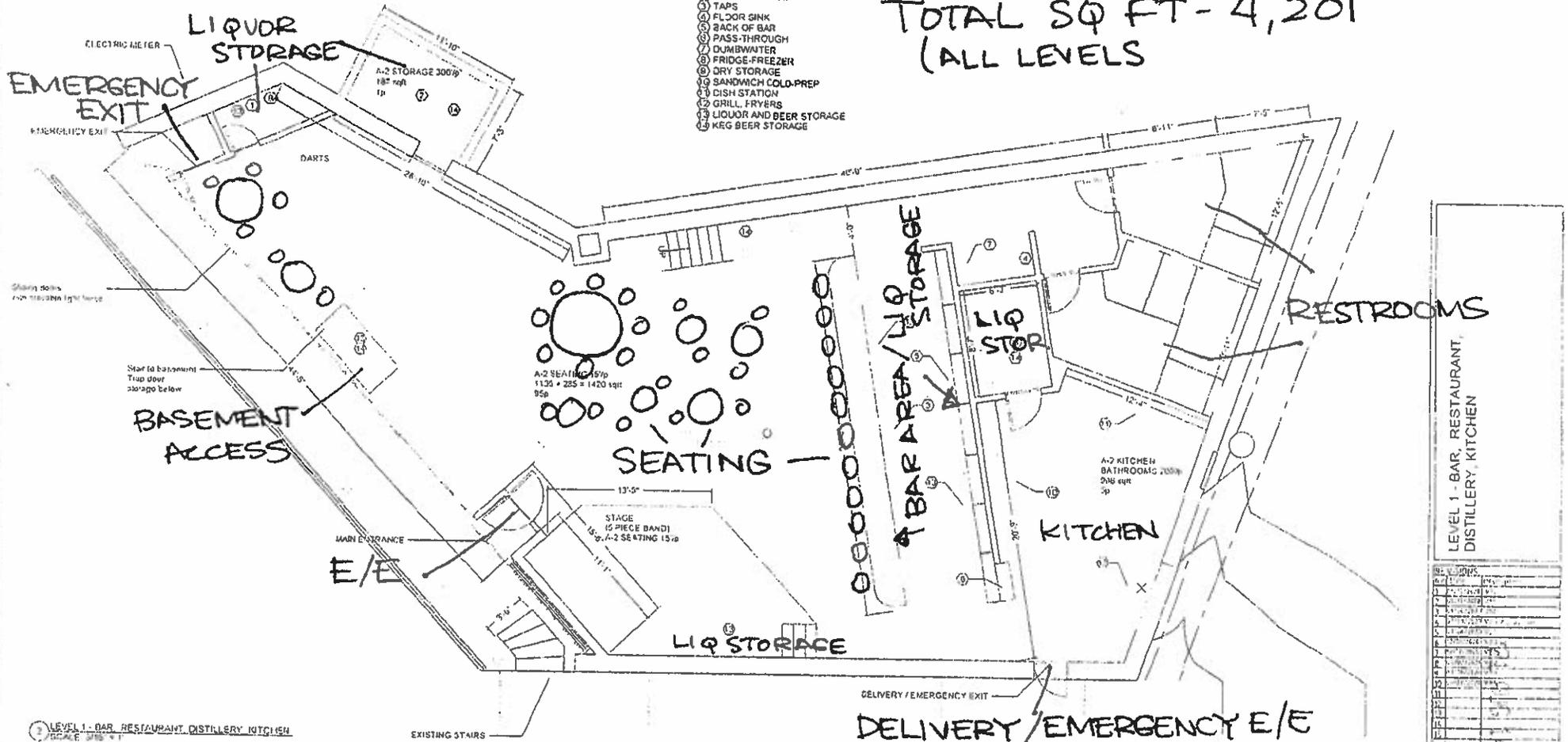


DIAGRAM 1 - MAIN FLOOR



LEVEL 1 - BAR, RESTAURANT, DISTILLERY, KITCHEN

NO.	DESCRIPTION	AREA	FINISH	DATE
1
2
3
4
5
6
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11
12
13
14
15

SCALE: 1/8" = 1'-0"

DATE: 11/11/11

PROJECT: THE LEGION BAR & GRILL

ARCHITECT: A101

LEGEND
 (1) LIQUOR AND BEER STORAGE
 (2) KEG BEER STORAGE

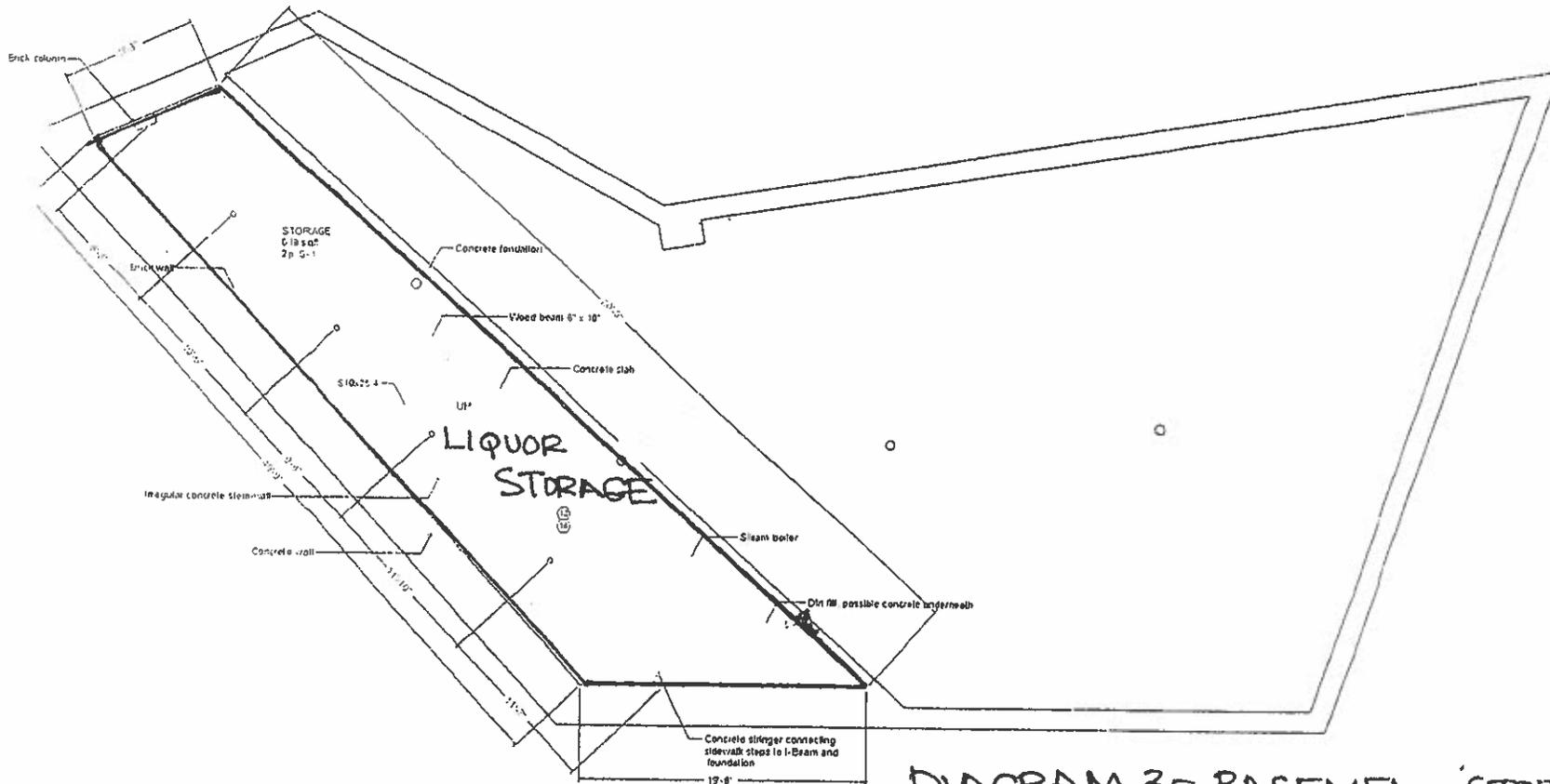


DIAGRAM 3- BASEMENT STORAGE

LEVEL -1 Basement
 SCALE 3/16" = 1'



Basement Plan

21 JUL 14 1974 LIC. PM 3 412

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: 09/09/21

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

Bisbee City Council

PLACE 915 S Toureaville Rd DATE/TIME Oct 19, 2021 7:00 pm

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

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

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

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.



AGENDA ITEM NUMBER 2E

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 19, 2021

Regular Special

DATE ACTION SUBMITTED: <u>October 6, 2021</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF A LIQUOR LICENSE APPLICATION (006 BAR) FOR THE LEGION BAR AND GRILL LOCATED AT 57A SUBWAY STREET, BISBEE ARIZONA; MICHAEL DAVID ALBIN, APPLICANT	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Liquor License Application

PROPOSED MOTION: I move to approve the Liquor License Application (006 Bar) for the Legion Bar and Grill located at 57A Subway Street, Bisbee Arizona.

DISCUSSION:

Mr. Ablin has submitted a Liquor License Application (006 Bar) for the Legion Bar and Grill which is located at 57A Subway Street, Bisbee Arizona. The license series type is 006 Bar.

The application was posted in accordance with state and local laws.

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

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Paulsen
Stephen Paulsen
City Manager



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

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

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

2. County of: _____ City/Town/County #: _____

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. § 4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The _____ at a _____ meeting held on the _____ of _____

_____ considered the application of _____

for a license to sell spirituous liquor at the premises described in application _____

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

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

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

Dated at _____ on _____

(Location) (Day) (Month) (Year)

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



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

AFFIDAVIT OF POSTING

Date of Posting: 09/09/21 Date of Posting Removal: Oct 1, 2021

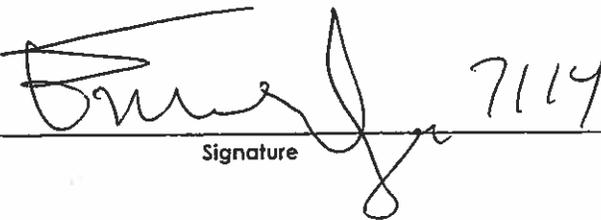
Applicant's Name: Ablin Michael David
Last First Middle

Business Address: 87 A Subway St Bisbee, AZ 85603
Street City Zip

License #: 155797
 Application #

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

E. Mendoza 7114 Police Officer 520 432 2261
Print Name of City/County Official Title Phone Number

 7114 09/09/21
Signature Date Signed

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

- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
no
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
January 1, 2022
- 23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$55,000

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADD DATE
ALIEN STATUS	Ablin.ASF.pdf	07/23/2021
BILL OF SALE	Bill of Sale.pdf	07/23/2021
DIAGRAM/FLOOR PLAN	Diagrams.pdf	07/23/2021
QUESTIONNAIRE	Ablin.Q series 6.pdf	07/23/2021
MISCELLANEOUS	Section 9.pdf	07/23/2021
MISCELLANEOUS	entertainment district confirmation (1).pdf	07/23/2021



July 1, 2020

To Whom it may Concern,

The property at 57A Subway Street, Parcel ID# 103-62-184 is inside of the boundaries of Bisbee's "Entertainment District".

The Zoning of this parcel is compatible with occupancies serving alcohol.

Please call with any questions you may have.

A handwritten signature in cursive script that reads "Joe Ward".

Joe Ward
Building Official
City of Bisbee
227-5410

THE LEGION BAR AND GRILL LLC - MEMBER

Name: MICHAEL DAVID ABLIN
 Gender: Male
 Correspondence Address: 222 W BRINKLEY SPRINGS DRIVE
 ORO VALLEY, AZ 85755
 USA
 Phone: (520)631-7133
 Alt. Phone:
 Email: MIKE@LEGIONBARANDGRILL.COM

APPLICATION INFORMATION

Application Number: 155797
 Application Type: Location / Owner Transfer
 Created Date: ~~07/23/2021~~ 8-14-2021 

QUESTIONS & ANSWERS

006 Bar

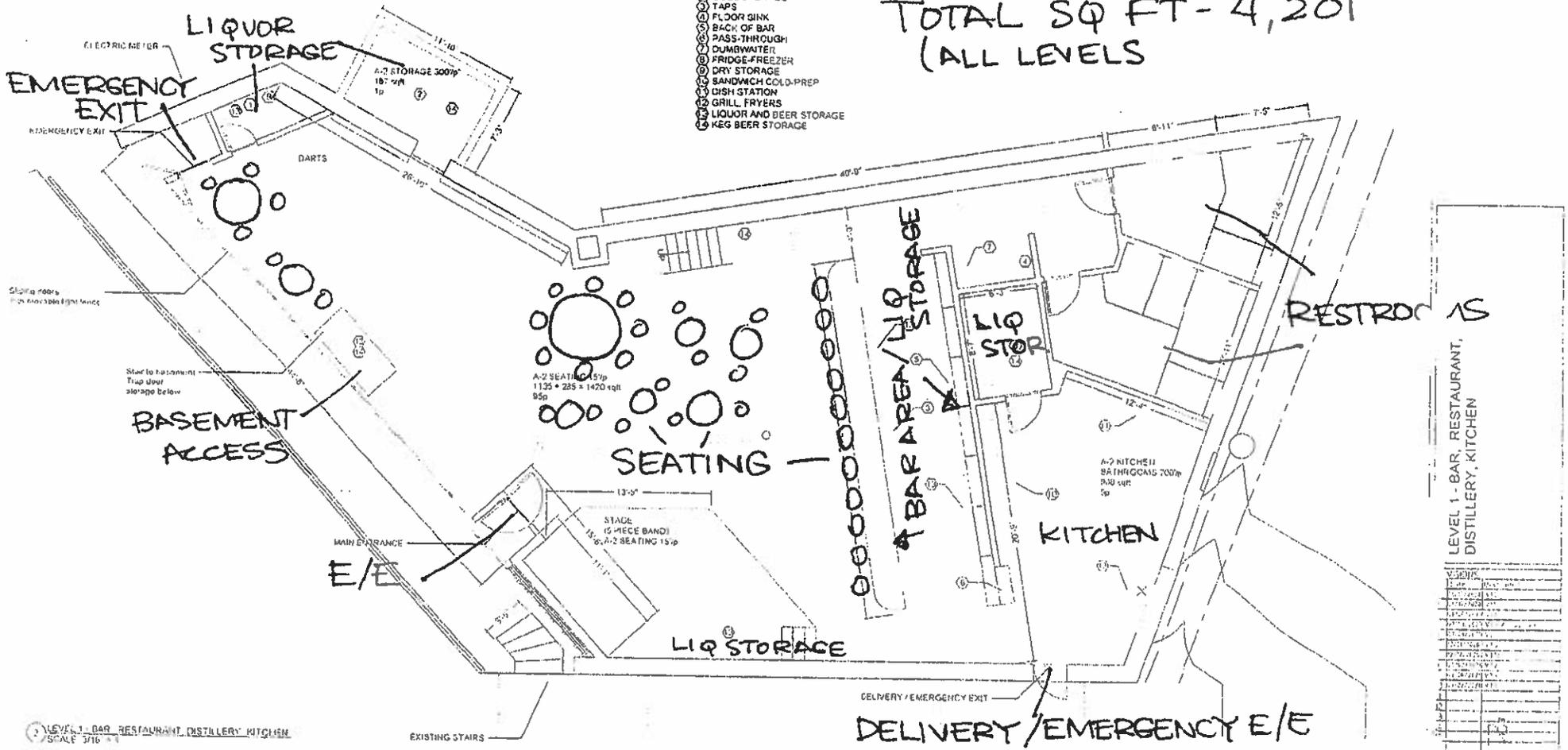
- 1) Are you applying for an Interim Permit (INP)?
No
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 10) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
 Old Bisbee High School - 160 ft
 100 Clawson Ave
 Bisbee Arizona 85603

 St Johns Episcopal Church - 200 ft
 19 Sowles Ave
 Bisbee Arizona 85603 Please see entertainment district letter uploaded
- 11) Are you one of the following? Please indicate below.
 Property Tenant
 Sub-tenant
 Property Owner
 Property Purchaser
 Property Management Company
 Tenant
- 12) Is there a penalty if lease is not fulfilled?
 Yes
 What is the penalty?
 Statutory Remedies pursuant to ARS Title 33 including forcible entry and detainer
- 13) What is the total money borrowed for the business not including the lease?
 Please list lenders/people owed money for the business.
 \$0 member capital contributions
- 14) Is there a drive through window on the premises?
 No

THE LEGION BAR & GRILL - 57A SUBWAY ST. BISBEE AZ 85603

TOTAL SQ FT - 4,201
(ALL LEVELS)

- LEGEND
- ① OFFICE / STORAGE
 - ② COOL STORAGE
 - ③ TAPS
 - ④ FLOOR SINK
 - ⑤ BACK OF BAR
 - ⑥ PASS-THROUGH
 - ⑦ DUMBWATER
 - ⑧ FRIDGE-FREEZER
 - ⑨ DRY STORAGE
 - ⑩ SANDWICH COLD-PREP
 - ⑪ DISH STATION
 - ⑫ GRILL, FRYERS
 - ⑬ LIQUOR AND BEER STORAGE
 - ⑭ KEG BEER STORAGE

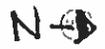


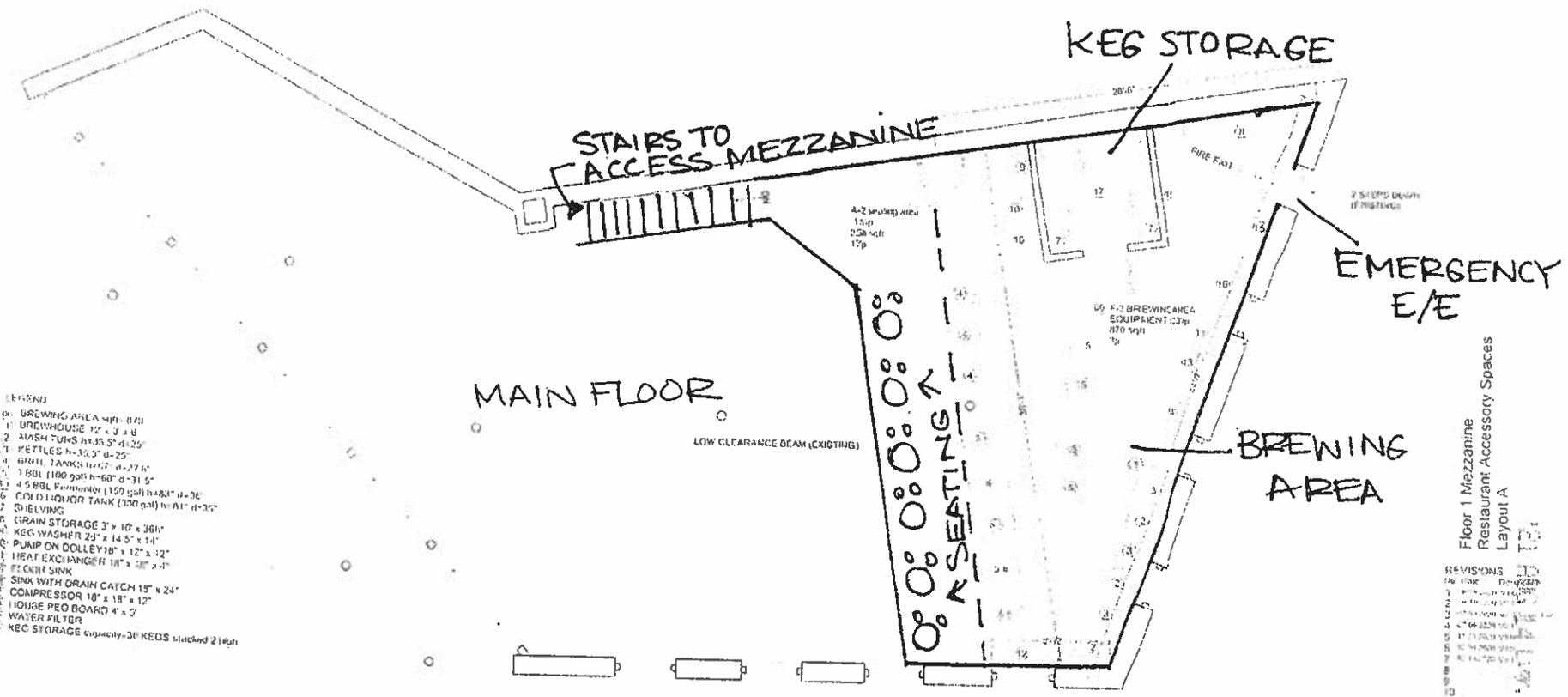
LEVEL 1 - BAR, RESTAURANT, DISTILLERY, KITCHEN
SCALE 3/16" = 1'

DIAGRAM 1 - MAIN FLOOR

LEVEL 1 - BAR, RESTAURANT, DISTILLERY, KITCHEN

NO.	DESCRIPTION	AREA	FINISH	REMARKS
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50





- LEGEND
- 01 BREWING AREA 4' x 11' x 8' 0"
 - 02 BREWHOUSE 12' x 3' x 8'
 - 03 MASH TUNS 4' x 3' x 8' 25"
 - 04 KETTLES 4' x 3' x 8' 25"
 - 05 HOT TANKS 4' x 2' x 7' 6"
 - 06 1 BBL (100 gal) 4' x 3' x 5'
 - 07 4 5 BBL Fermenter (150 gal) 4' x 3' x 5'
 - 08 COYD 11 HOR TANK (100 gal) 4' x 3' x 5'
 - 09 SHELVING
 - 10 GRAIN STORAGE 3' x 10' x 36"
 - 11 KEG WASHER 2' x 14' 5' x 14"
 - 12 PUMP ON DOLLEY 18" x 12" x 12"
 - 13 HEAT EXCHANGER 18" x 12" x 12"
 - 14 PECKING SINK
 - 15 SINK WITH GRAIN CATCH 15" x 24"
 - 16 COMPRESSOR 18" x 18" x 12"
 - 17 HOUSE PEO BOARD 4' x 5'
 - 18 WATER FILTER
 - 19 KEG STORAGE capacity - 30 KEGS stacked 2 high

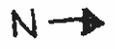
Floor 1 Mezzanine
Restaurant Accessory Spaces
Layout A

REVISIONS

No.	Date	Description
1		
2		
3		
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30		

LEVEL 1 MEZZANINE OFFICE MECHANICAL STORAGE
SCALE 1/8" = 1'-0"

DIAGRAM 2 - MEZZANINE LEVEL



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: 09/09/21

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

Bisbee City Council

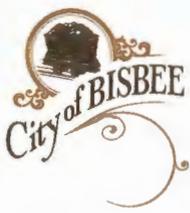
PLACE 915 S Torreyville Rd DATE/TIME Oct 19 7:00 pm

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

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY (520) 432-6000 OR STATE LIQUOR BOARD (602) 542-9789

POST ONE COPY OF THE APPLICATION FORMS BELOW WITH NOTICE.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 19, 2021

Regular Special

DATE ACTION SUBMITTED: <u>September 20, 2021</u>			
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>		
TYPE OF ACTION:			
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: PUBLIC HEARING AND DISCUSSION AND POSSIBLE APPROVAL OF THE NOTICE OF INTENT TO ADOPT ORDINANCE O-21-15 TO REZONE APN 102-16-074, 102-16-126 AND 102-16-079C; 1008 W HWY 92, OWNED BY MR. TODD CONKLIN, FROM C-1 TO C-4.			

FROM: Doug Taylor, City Planner / Staff Liaison for the Planning & Zoning Commission

RECOMMENDATION: Approve Notice of Intent

PROPOSED MOTION: I move to approve the Notice of Intent to Adopt Ordinance O-21-15; to rezone APN 102-16-074, 102-16-126 and 102-16-079C; 1008 W Hwy 92, owned by Mr. Todd Conklin, from C-1 to C-4.

DISCUSSION: The Planning and Zoning Commission unanimously approved rezoning of the property owned by Mr. Todd Conklin located 1008 W Hwy 92 at their Regular Session that was held on Thursday, September 16, 2021.

Mr. Todd Conklin, applicant is requesting that the zoning of this property located at 1008 W Hwy 92 be changed from C-1 to C-4.

C-1(any residential, office, retail, automobile services station, restaurant, day-care center, churches, recreational and educational facilities, small-scale retail and personal services use that serves the day to day needs of the residents of the surrounding area) to C-4.

C-4 (commercial district): any use permitted in the c, division 3 zones and large scale retail, commercial and wholesale uses, bakeries, storage yards, distributors, machine shops and wood working shops, except residential.

The applicant will be storing materials such as electrical poles and concrete which is not in the current zoning.

This rezoning is in conformance with the City's General Plan; Goal 2-1: Promote orderly growth and efficient use of land.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: *Nina Williams*
Nina Williams,
Deputy City Clerk

Reviewed by: *Stephen J. Panken*
Stephen J. Panken,
City Manager

**NOTICE OF INTENT TO ADOPT
ORDINANCE 0-21-15**

AN ORDINANCE OF THE MAYOR AND COUNCIL TO REZONE APN 102-16-074, 102-16-126 AND 102-16-079C, OWNED BY MR. TODD CONKLIN, FROM C-1 TO C-4.

WHEREAS, on September 16, 2021, the City of Bisbee Planning and Zoning Commission held a public hearing to consider the Application by Mr. Todd Conklin to rezone Assessor Parcel Number 102-16-074, 102-16-126 and 102-16-079C, located at 1008 W Hwy 92, Bisbee, Arizona, 85603, from C-1 to C-4; and

WHEREAS, during the public hearing, the public had an opportunity to be heard and planning staff offered a report to the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission voted unanimously to recommend the approval of the application with the rezoning conditions recommended in the staff report to Mayor and Council; and

WHEREAS, on October 19, 2021, the Council held a duly noticed public hearing on the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Bisbee, County of Cochise, State of Arizona, that the zoning district boundaries for the City of Bisbee shall be amended as follows:

The zoning classification of Assessor Parcel Number 102-16-074, 102-16-126 and 102-16-079C, located at 1008 W Hwy 92, Bisbee, Arizona, 85603, is changed from C-1 to C-4.

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

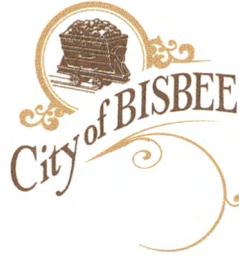
Ken Budge, Mayor

ATTEST:

APPROVED AS TO FORM:

Ashlee Coronado,
City Clerk

Joseph Estes,
City Attorney



**PUBLIC NOTICE
PUBLIC HEARING
MAYOR AND CITY COUNCIL
TUESDAY, OCTOBER 19, 2021 AFTER 7:00PM**

NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, THAT THE MAYOR AND COUNCIL OF THE CITY OF BISBEE WILL BE HOLDING A PUBLIC HEARING REGARDING REZONING OF THE PROPERTY LOCATED AT 1008 W HWY 92 BISBEE, AZ 85603 (APN# 102-16-074, APN #102-16-126 AND APN #102-16-079C) FROM C-1 TO C-4. THIS MEETING WILL BE HELD IN THE CITY OF BISBEE COUNCIL CHAMBERS, 915 S. TOVERAVILLE ROAD, BISBEE, ARIZONA.

C-1(ANY RESIDENTIAL, OFFICE, RETAIL, AUTOMOBILE SERVICES STATION, RESTAURANT, DAY-CARE CENTER, CHURCHES, RECREATIONAL AND EDUCATIONAL FACILITIES, SMALL-SCALE RETAIL AND PERSONAL SERVICES USE THAT SERVES THE DAY TO DAY NEEDS OF THE RESIDENTS OF THE SURROUNDING AREA) TO C-4.

C-4 (COMMERCIAL DISTRICT): ANY USE PERMITTED IN THE C, DIVISION 3 ZONES AND LARGE SCALE RETAIL, COMMERCIAL AND WHOLESALE USES, BAKERIES, STORAGE YARDS, DISTRIBUTORS, MACHINE SHOPS AND WOOD WORKING SHOPS, EXCEPT RESIDENTIAL.

THE APPLICANT WILL BE STORING MATERIALS SUCH AS ELECTRICAL POLES AND CONCRETE WHICH IS NOT IN THE CURRENT ZONING.

FOR ADDITIONAL INFORMATION PLEASE CONTACT DOUG TAYLOR, CITY PLANNER, AT 76 ERIE STREET, BISBEE ARIZONA OR BY CALLING (520) 335-5693, OR EMAIL TO DTaylor@Bisbeeaz.gov .

Nina Williams, Deputy City Clerk



September 16, 2021
From: Doug Taylor
To: Bisbee's Planning and Zoning Commission

Staff Report regarding September 16th Agenda Item 3:

The Applicant is requesting the rezoning of APN # 102-16-074, 102-16-126, 102-16-079C located at 1008 W Hwy 92 from C-1 to C-4.

ZONING/USE OF SURROUNDING PROPERTIES

- C-1(Any residential, office, retail, automobile services station, restaurant, day-care center, churches, recreational and educational facilities, small-scale retail and personal services use that serves the day to day needs of the residents of the surrounding area) to C-4. C-4 (Commercial District): Any use permitted in the C, Division 3 zones and large scale retail, commercial and wholesale uses, bakeries, storage yards, distributors, machine shops and wood working shops, except residential.
- The neighboring property to the west is zoned C-4

RECOMMENDATION

Staff recommends approval of this request to rezone APN # 102-16-074, 102-16-126, 102-16-079C located at 1008 W Hwy 92 from C-1 to C-4.

The proposed rezoning from C1-C4 appears to have little impact on the character of the existing neighborhood.

Doug Taylor,
City of Bisbee Planner

PAID
8-26-21

#5.298325

21-1
LW



CITY OF BISBEE REZONING APPLICATION

Submit to: Bisbee Community Development
76 Erie Street, P.O. Box 4601 Bisbee, Arizona 85603

1. Applicant's Name: TODD CONKLIN
2. Mailing Address: Box 1514 Bisbee AZ 85603
Street of PO Box City State Zip Code
3. Street Address of Proposed Parcel for Rezoning: 1008 W Hwy 92 Bisbee AZ
4. Fee of \$400. How paid (cash, credit card)? 102-16-074 85603
102-16-126
5. Telephone Number of Applicant: 520-255-9195 102-16-0790
6. Telephone Number of Contact Person if Different: _____
7. Email Address: conklin-electrical@gmail.com
8. Assessor's Tax Parcel Number: (Can be obtained from hour County property tax statement) Listed above
9. Applicant is (check one):
Sole owner: Yes

- Joint Owner: _____
- Designated Agent of Owner: _____

▪ If not one of the above, explain interest in rezoning: needed for future use

If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:

- List attached (if applicable): _____
- If corporation, corporate resolution designating applicant to act as agent: _____
- If partnership, written authorization from partner: _____
- If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.



10. Attach a proof of ownership for all property proposed for rezoning. Check proof of ownership:

- Copy of deed of ownership: _____
- Copy of title report: yes
- Copy of tax notice: _____
- Other, list: _____

11. Will approval of the rezoning result in more than one zoning district on any tax parcel?

- Yes No gw

If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.

Is more than one parcel contained within the area to be rezoned? Yes No _____

- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

Indicate existing Zoning District for Property: C1

Indicate proposed Zoning District for Property: C4

Note: A copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached. Review these criteria and supply all information that applies to your rezoning. Feel free to call the Community Development Department with questions regarding what information is applicable.

12. Describe all structures already existing on the property: NA

13. List all proposed uses and structures which would be established if the zoning change is approved.

Be complete. Please attach a site plan: Storage

14. Are there any deed restrictions or private covenants in effect for this property?

- No Yes _____
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ No _____ Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

15. Which streets or easements will be used for traffic entering and exiting the property?

Hwy 92

16. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	AZ water	
Sewer/Septic	City of Bisbee	
Electricity	APS	
Natural Gas	SWG	
Telephone	NA	
Fire Protection	Bisbee fire	

17. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed).

I will be needing to store materials such as electrical poles and concrete which is not in my current zoning my neighboring property to the west is zoned C4

AFFIDAVIT

I, the undersigned, do hereby file with the Bisbee Planning Commission this petition for rezoning. I certify that, to the best of my knowledge, all the information submitted herein and in the attachments is correct. I hereby authorize the Bisbee Community Development staff to enter the property herein described for the purpose of conducting a field visit.

Applicant's Signature: _____

[Handwritten Signature]

Date: _____

8-26-21

**CONSENT SIGNATURE FORM OF PROPERTY OWNERS WITHIN THE
PROPOSED ZONING DISTRICT**

This form is to be completed if there is more than one property owner and more than one parcel within the proposed zoning district.

I, the undersigned owner of record of property which lies within the area of the proposed rezoning set forth in the attached application, do hereby consent to the proposed change of zoning district boundary or reclassification of the property(ies) sought for rezoning. I do hereby certify and declare that I was afforded an opportunity to read the full and complete application prior to affixing my signature hereon.

Parcel Number	Owner of Record, Printed Name & Address	Signature	Date
102-16-126-6	CONS in Electrical	<i>[Signature]</i>	8-26-21
102-16-074	CONS in Electrical	<i>[Signature]</i>	8-26-21
102-16-079C	CONS in Electrical	<i>[Signature]</i>	8-26-21

(Attach separate pages if necessary)

Rezoning Application Evaluation Criteria

An analysis of how the Project addresses these evaluation factors is necessary for the staff report to the Commission and Council. The Rezoning application must provide sufficient information for staff to make this analysis.

Rezoning Evaluation Factors:

1. **Application.** The Application Concept/Site Plan must provide sufficient information to determine that the proposed size and layout would comply with the applicable uses and standards for the types and intensity of uses permitted in the requested zoning district.
2. **Compliance with Site Development Standards.** Each parcel must meet the site development standards of the proposed zoning district including minimum lot size, setbacks, lot coverage, driveway width, parking and ADA-access requirements. The rezoning Concept/Site Plan should show how these standards would be met.
3. **Adjacent Districts Remain Capable of Development.** Adjacent parcels should be able to meet minimum lot size and development standards of the remaining zoning district.
4. **Limitation on Creation of Nonconforming Uses.** The subject property should contain no structures or uses that would not be permitted or would not meet development standards of the new district.
5. **Compatibility With Existing Development.** The proposed rezoning district should be compatible with existing development in the vicinity.
6. **Rezonings To More Intense Districts.** The proposed new district should:
 - Be buffered by an intermediate district of sufficient size to provide a reasonable transition of intensity from the existing area;
 - Be a reasonable extension of a similar density district within the area; and
 - Provide a transition between an existing less intense district and a more intensive district or an arterial street; or
 - Provide adequate protection to the adjacent less intense development in the form of enhanced screening, landscaping, setbacks, large lot size, building orientation or other design measures.
7. **Adequate Services and Infrastructure.** The following factors are used to determine if there are adequate services and infrastructure to serve an intensification of zoning:
 - (a) For a rezoning to a more intensive district, the applicant has provided adequate information to evaluate the impacts of the rezoning on roads, other infrastructure, and public facilities. The applicant must demonstrate that there are adequate provisions to address the impacts identified.
 - (b) If the site accesses on a road where existing demonstrable traffic problems created by incremental development have already been identified, such as a high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant has proposed a method to address these problems.
 - (c) The proposed development meets or will meet the applicable requirements for street, sewer, or water improvements.
 - (d) The site has access to streets that are adequately designed and constructed to handle the volume and nature of traffic typically generated by the use.
8. **Traffic Circulation Criteria.**
 - (a) Any rezoning shall be consistent with preservation of the functions of surrounding streets.
 - (b) If the rezoning is to C, CM or M, the development shall not result in the use of any residential street for through traffic to and from the proposed district.

9. **Development Along Major Streets.** The rezoning size [the size of the land area to be rezoned] limits the number of access points on major thoroughfares or arterial streets, and collectors through the use of frontage roads, shared access, no access easements or other safe methods designed to minimize road cuts that create unsafe traffic conflicts, hazardous traffic congestion and obstruct the functioning of arterials.
10. **Infill.** This factor is designed to encourage infill in areas where commercial and industrial development already exists, thereby discouraging sprawl and locating new non-residential developments where adequate infrastructure may already exist and where they are most likely to be compatible with existing uses.
11. **Unique Topographic Features.** A rezoning to a more intensive zoning district shall not take place if there are areas of unstable soils, steep slopes, severe washes, floodplains, etc. which are not appropriate for intense development. Rezonings encompassing such areas will be discouraged unless the developer carefully plans development around these areas, such that they are appropriately protected.
12. **Water Conservation.** Uses proposed with the rezoning shall show compliance with the water conservation regulations of Article 12 in the City Zoning Code.
13. **Public Input.** If there is a major public opposition to a proposed rezoning, this may indicate that the technical evaluation regarding compatibility of the proposed district does not concur with the view of local residents and a recommendation of denial may be appropriate. If public concerns have been raised, it is fair to ask if the applicant has made a reasonable effort to address these concerns.
14. **Hazardous Materials.** Adequate data has been submitted to determine that impacts from uses that may involve hazardous or dangerous materials are adequately mitigated.
15. **Compliance with General Plan or other Applicable Area Plans.** The rezoning conforms to land use designations and policies set forth in the City's General Plan or any other adopted area or master plan.

Pioneer Title Agency Inc.

REPORT OF TITLE (Continued)

Exhibit A

PARCEL I:

The surface to a depth of 40.00 feet of Lots 10 through 16, inclusive, Block M of HEDBERG TOWNSITE, according to Book 1 of Maps, page 4, records of Cochise County, Arizona;

EXCEPT all minerals as reserved in Deed recorded in Book 52, Deeds of Real Estate, page 521, records of Cochise County, Arizona; and

EXCEPT all minerals as reserved in Deed recorded in Document No. 0512-50487, records of Cochise County, Arizona.

PARCEL II:

The surface to a depth of 40.00 feet of Lots 12 through 21, inclusive, Block N of HEDBERG TOWNSITE, according to Book 1 of Maps, page 4, records of Cochise County, Arizona;

EXCEPT all minerals as reserved in Deed recorded in Book 52, Deeds of Real Estate, page 521, records of Cochise County, Arizona; and

EXCEPT all minerals as reserved in Deed recorded in Document No. 0512-50487, records of Cochise County, Arizona.

PARCEL III:

That portion of Lincoln Avenue as abandoned by Ordinance No. 0-99-22 between Lot 21, Block N and Lot 10, Block M ending at State Route 92 and platted in the HEDBURG TOWNSITE, Bisbee according to Book 1 of Maps, page 4, records of Cochise County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 21, Block N,
thence North 66°57'50" East, 60.00 feet to the Northwest corner of Lot 10, Block M,
thence South 23°02'10" East, 142.00 feet to the Southwest corner of Lot 10, Block M,
thence South 66°57'50" West, 60.00 feet to the Southeast corner of Lot 21, Block M,
thence North 23°02'10" West, 142.00 feet to the POINT OF BEGINNING;

EXCEPT all minerals as reserved in Deed recorded in Document No. 0512-50487, records of Cochise County, Arizona.

Pioneer Title Agency Inc.

REPORT OF TITLE (Continued)

TAX NOTE:

Year	2020
Parcel No.	102-16-126-6
Total Tax	\$197.88
First Half	\$ 101.58 plus interest if any
Second Half	\$ 101.58
(Affects Parcel III)	

End of Exceptions

Pioneer Title Agency Inc.

REPORT OF TITLE (Continued)

16. RIGHTS OF THE SPOUSE of the Party named below on date of instrument referred to below should it be determined that said Party was not a single person on said date:

Date of instrument October 29, 2020
Party Todd J. Conklin
Recorded in Document No. 2020-23892
(Affects Parcel III)

17. THE RIGHTS OF THOSE PARTIES named below who may have had a right to redeem the property described in Schedule A by reason of any in sufficiency in the sale proceedings leading up to the issuance of the Deed referred to below:

Dated October 29, 2020
From Catherine L. Traywick, Treasurer of Cochise County, State of Arizona
To Todd J. Conklin
Recorded in Document No. 2020-23892
Party (ies) Diane Chrisman and Rozana McCarter, Co-Trustees of The Balich Family Grantor Trust
(Affects Parcel III)

TAX NOTE:

Year 2020
Parcel No. 102-16-074-8
Total Tax \$738.54
First Half \$ Paid
Second Half \$ 369.27
(Affects Parcel I)

TAX NOTE:

Year 2020
Parcel No. 102-16-079C-0
Total Tax \$672.62
First Half \$ 336.31
Second Half \$ 336.31
(Affects Parcel II)

Re: Exception No. 3
Certificate of Purchase No. 143444
Amount to redeem \$7,550.14
If redeemed by January 29, 2021
Parcel No. 102-16-079C-0

Pioneer Title Agency Inc.

REPORT OF TITLE (Continued)

8. The right of entry to prospect for, mine and remove ores, rock, earth and minerals in said land, as implied by the reservation of same in instrument:

Recorded in Docket : 1746
Page : 205
(Affects Parcel I)

9. The right of entry to prospect for, mine and remove ores, rock, earth and minerals in said land, as implied by the reservation of same in instrument:

Recorded in Docket : 1749
Page : 144
(Affects Parcel II)

10. Effect of the provisions relating to subjacent support as set forth in instrument:

Recorded in Docket : 1746
Page : 205
Recorded in Docket : 1749
Page : 144

11. THE RIGHT OF ENTRY to prospect for, mine and remove all mineral rights in said land, as implied by the reservation of same in instrument:

Recorded in Document No. : 0512-50487

12. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. : 0512-50487
Purpose : dust, sand, tailings, dirt, noises and vibrations from mines, dumps and other facilities

13. MATTERS SHOWN ON SURVEY:

Recorded in Book : 30 of Surveys
Page : 51

14. Matters contained in the following document, relating to Restricted Air Space and Military Airport recorded in Document No. 2008-32809.

15. ANY CLAIM that Deed referred to below is void for the reason stated:

From Diane Chrisman, Trustee of The Dushan S. Balich Living Trust, dated July 03, 2004
To Dushan S. Balich, an unmarried man
Recorded in Document No. 2014-18004
Reason The acting Trustee of the Trust having the authority to act on behalf of the Trust

Pioneer Title Agency Inc.

REPORT OF TITLE (Continued)

SCHEDULE B

At the date hereof exceptions to title are:

1. TAXES AND ASSESSMENTS collectible by the County Treasurer for the following year:
1st half of 2020
2. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:
Second half of 2020
3. A SALE OF SAID LAND by the County Treasurer, evidenced by Certificate of Purchase issued by reason of the non-payment of taxes for the:
Year : 2013
Certificate of Purchase No. : 143444
TAXES for the following year(s) have been added:
2014, 2015, 2016, 2017, 2018, 2019 and 2020
(Affects Parcel II)
4. The right of entry to prospect for, mine and remove all minerals in said land, as implied by the reservation of same in instrument:
Recorded in Book : 52, Deeds of Real Estate
Page : 521
5. Effect of the provisions relating to the subjacent support as set forth in instrument:
Recorded in Book : 52, Deeds of Real Estate
Page : 521
6. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:
Recorded in Book : 52, Deeds of Real Estate
Page : 521
7. Easements and rights incident thereto, as set forth in instrument:
Recorded in Book : 125, Deeds of Real Estate
Page : 153
Purpose : Right-of-way

Pioneer Title Agency Inc.

REPORT OF TITLE

OUR NO. 70601706

Dated: December 07, 2020 at 7:30 a.m.

Fee: \$600.00

Report is issued for the sole use and benefit of:

**Candy Romo
8 Bisbee Road
Bisbee, AZ 85603**

Pioneer Title Agency Inc. hereby reports that an examination of the title to the land described in Schedule A discloses that title is vested as shown in Schedule A, subject to the liens, encumbrances, and defects as shown in Schedule B.

This report is **FOR INFORMATIONAL PURPOSES ONLY**. It is neither a guarantee of title, a commitment to insure title nor a policy of title insurance.

SCHEDULE A

1. Title to the estate or interest covered by this report at the date hereof is vested in:

Parcels I and II: Conklin Electrical, ETC, LLC. an Arizona Limited Liability Company

Parcel III: Todd J. Conklin

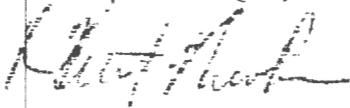
2. The estate or interest in the land hereinafter described in this report is a fee.

3. The land referred to in this report is situated in the County of Cochise, State of Arizona, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

All recording references are to records in the office of the County Recorder of the county in which the property is situated.

Pioneer Title Agency Inc.



By _____
Authorized Officer or Agent

Pioneer Title Agency, Inc.

8 Bisbee Road

Bisbee, AZ 85603

Phone: (520) 432-5331 Fax: (855) 713-8193

Bill To: Pioneer Title Agency
Candy Romo
8 Bisbee Road
Bisbee, AZ 85603

Invoice No.: 00099586
Date: 1/4/2021
Your No.:
Our No.: 70601706
Cust id:
BCC: 02

Buyer: CONKLIN, TODD
Seller:
Property: TBD
Bisbee, AZ 85603

Description	Liability	Amount
Status Report		\$600.00

Total Invoice Amount

\$600.00



**City of Bisbee
Zoning Districts**

Residential Districts:

- R-1 - Residential Zone
- R-2 - Residential Zone
- R-3 - Residential Zone
- RM - Manufactured/Mobile Home Zone

Commercial Districts:

- C-1 - Commercial Zone
- C-2 - Commercial Zone
- C-3 - Commercial Zone
- C-4 - Commercial Zone
- CM-1 - Commercial Mixed Zone
- CM-2 - Commercial Mixed Zone

Manufacturing Districts:

- M-1 - Manufacturing Zone

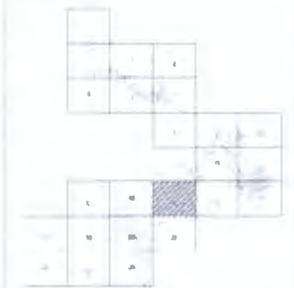
0 200 400 Feet

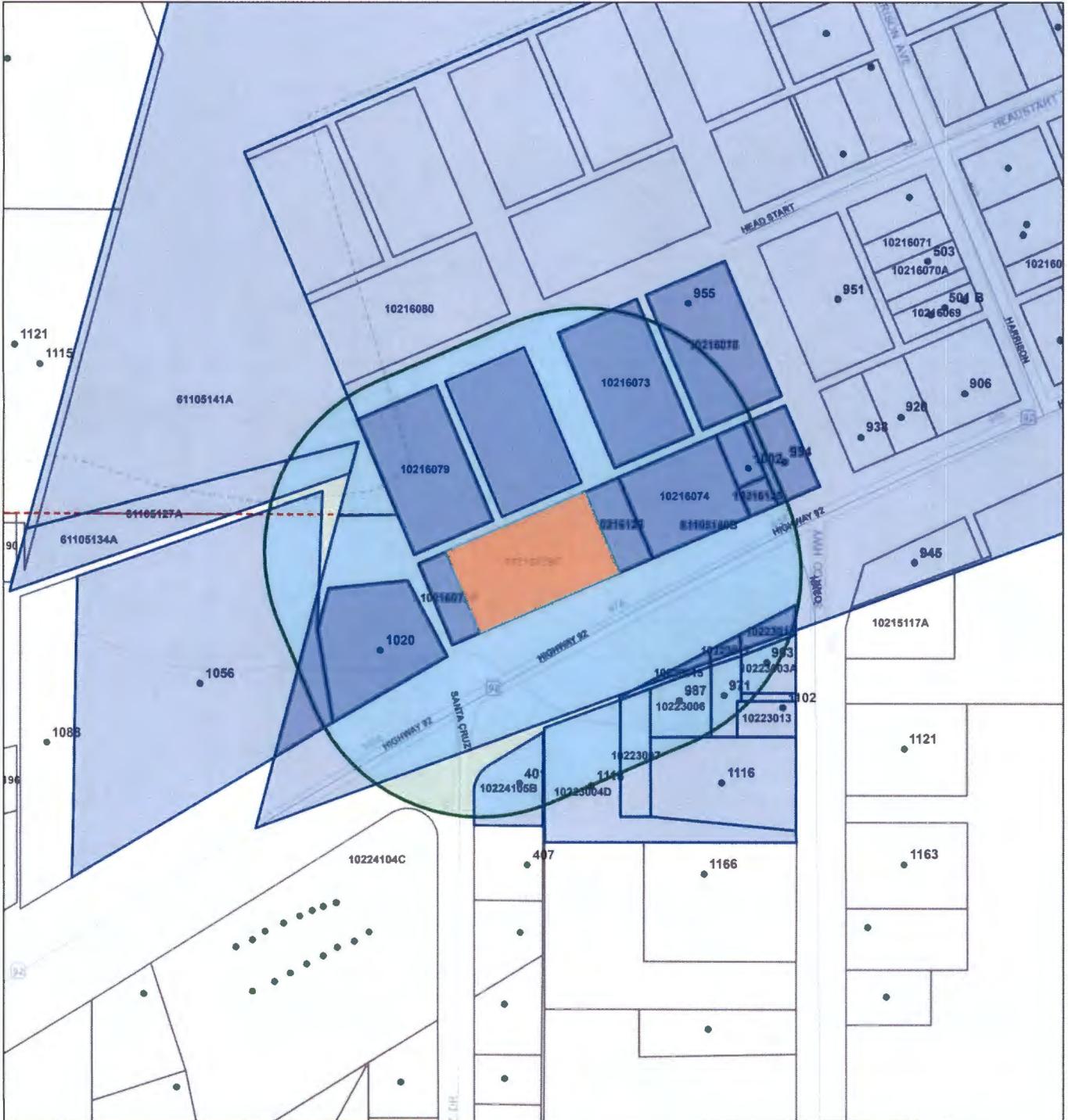


CITY ZONING MAP
MAP ADOPTED XX/XX/XXXX
RESOLUTION No. XX-XXXX

Page Number: 15

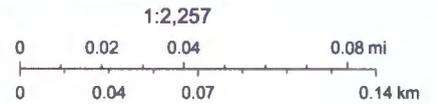
INDEX SHEET





8/26/2021, 2:31:55 PM

-  County Boundary
-  Address
-  Roads
-  Incorporated Limits
-  Parcels



Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

MAILED
8-26-2021

Public Notice

**PUBLIC HEARING
PLANNING AND ZONING COMMISSION
ZOOM MEETING PLATFORM
THURSDAY, SEPTEMBER 16, 2021 AFTER 5:30PM**

The City of Bisbee's Planning and Zoning Commission will be holding a public hearing via the Zoom Meeting Platform on **Thursday, September 16, 2021 after 5:30pm**

JOIN ZOOM MEETING

[HTTPS://US02WEB.ZOOM.US/J/83108728396?PWD=L2PNNXRFDGPMU5WMVZPWWLKTRCQT09](https://us02web.zoom.us/j/83108728396?pwd=L2PNNXRFDGPMU5WMVZPWWLKTRCQT09)

MEETING ID: 831 0872 8396

PASSCODE: 259787

ONE TAP MOBILE

+16699006833,,83108728396#,,,,*259787# US (SAN JOSE)

FIND YOUR LOCAL NUMBER: [HTTPS://US02WEB.ZOOM.US/U/KBUSPL7UDN](https://us02web.zoom.us/j/83108728396)

The Planning and Zoning Commission of the City of Bisbee will be holding a Public Hearing, at which time the public is invited to comment, regarding an application to rezone 1008 W Hwy 92 Bisbee, AZ 85603 (APN # 102-16-074, APN # 102-16-126 and APN # 102-16-079C).

Mr. Todd Conklin is requesting that the zoning of this property be changed from C-1(Any residential, office, retail, automobile services station, restaurant, day-care center, churches, recreational and educational facilities, small-scale retail and personal services use that serves the day to day needs of the residents of the surrounding area) to C-4. C-4 (Commercial District): Any use permitted in the C, Division 3 zones and large scale retail, commercial and wholesale uses, bakeries, storage yards, distributors, machine shops and wood working shops, except residential.

For additional information please contact Joe Ward, Building Inspector, at 76 Erie Street, Bisbee Arizona or by calling (520) 227-5410, or email to jward@bisbeeaz.gov .



Ashlee Coronado, City Clerk

If any person needs any type of accommodations for any type of disabilities, please contact Joe Ward at (520) 432-6015 72 hours in advance.

**City of Bisbee
 Planning and Zoning Commission Meeting
 Via Zoom Meeting Platform
 76 Erie Street, Bisbee, Arizona 85603
 September 16, 2021, @ 5:30 pm**

VIA ZOOM MEETING

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, Chair	X		
Sandy Heusman	X		
Nancy Parana, Vice Chair	X		
Jennifer Ryan	X		
Michael Schmitzer	X 5:33PM		
Mike Ablin		X	
Louis Pawlik – Council Liaison		X	
Doug Taylor – Staff Liaison	X		

CALL TO THE PUBLIC – NONE

AGENDA ITEM 1.

Discussion and Possible Recommendation to the Mayor and City Council.

Consideration of a request for the transfer of approximately 10,890 Square Feet (.25 of an Acre) of city property on an unaddressed, vacant parcel described as APN 103-99-034C, located adjacent to Ok Street. This property is zoned R-1. The applicant is the City of Bisbee. All public notice requirements have been met.

MOTION: MR. BALAS MOVED TO TABLE THIS ITEM.

SECOND: MS. RYAN MOTION PASSED: UNANIMOUSLY

AGENDA ITEM 2.

Discussion and Possible Recommendation to the Mayor and City Council.

Consideration of a request for the transfer of approximately 3,600 Square Feet (.083 of an Acre) of city property on an unaddressed, vacant parcel described without an APN number, a portion of Block 29 of the Bisbee Town site at the Southwest corner of Lot B. This property is zoned R-1. The applicant is Mr. James Tauch. All public notice requirements have been met.

MOTION: MS. HEUSMAN MOVED TO TABLE THIS ITEM.

SECOND: MR. BALAS MOTION PASSED: UNANIMOUSLY

AGENDA ITEM 3.

Public Hearing to consider a rezoning application at 1008 W Hwy 92.

Discussion and Possible Recommendation to the Mayor and City Council.

Consideration of a request for a rezoning application APN # 102-16-074, 102-16-126 and 102-16-079C located at 1008 W Hwy 92 from C-1 to C-4 to permit the applicant to store materials such as electrical poles and concrete. The applicant is Todd Conklin. All public notice requirements have been met.

Call for the Staff Report: **MR. TAYLOR SPOKE**

Applicant presentation: **MR. CONKLIN SPOKE**

Declare the Public Hearing open and receive public comment:

COMMISSIONER DUNN DECLARED THE PUBLIC HEARING OPEN.

NO ONE SPOKE REGARDING

Declare the Public Hearing closed:

COMMISSIONER DUNN DECLARED THE PUBLIC HEARING CLOSED.

Call for Commission discussion: **THE BOARD DISCUSSED**

Call for any additional staff recommendations: **NONE**

Call for a motion

Call for discussion of motion

Call for vote

MOTION: MS. PARANA MOVED THAT THE PLANNING AND ZONING COMMISSION RECOMMEND TO MAYOR AND CITY COUNCIL THE REZONING OF APN 102-16-074, 102-16-126 AND 102-16-079C FROM C1-C4; LOCATED AT 1008 W HWY 92.

SECOND: MR. BALAS

ROLL CALL:

AYES: BALAS, DUNN, HEUSMAN, PARANA, RYAN, SCHMITZER

NAYS: 0

MOTION PASSED: UNANIMOUSLY

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)

- **NEXT MEETING PUBLIC HEARING FOR MOBILE FOOD VENDORS (FOOD TRUCKS)**

COMMISSIONER COMMENTS:

PLEASE REFRAIN FROM ANY DISCUSSION, COMMENTS ONLY.

- **ASKED ABOUT THE AUCTION QUE FOR PROPERTIES TO BE SOLD**

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.)

- **DISCUSS MEETING IN PUBLIC**

ADJOURNMENT: 6:12PM



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 19, 2021

Regular Special

DATE ACTION SUBMITTED: <u>10/12/2021</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and possible approval to repairs to the 1984 Peterbilt dump truck.	

FROM: Jesus Haro, Public Works Director

RECOMMENDATION: Approve the repair estimate from Rush Truck Center.

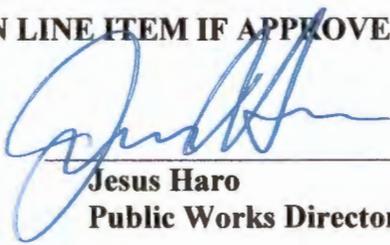
PROPOSED MOTION: I move to approve the Rush Truck Center repair estimate for the 1984 Peterbilt dump truck.

DISCUSSION The drivetrain on the 1984 Peterbilt dump truck has failed. The truck was transported to Rush Truck Center in Tucson. A diagnostic was performed to determine the minimum that could be done to return the vehicle to service. Rush Truck Center provided the attached repair estimate in the of \$6,215.23 to repair the truck. Local vehicle repair centers were consulted and were unable to complete the repairs needed.

FISCAL IMPACT: \$6,215.23

DEPARTMENT LINE ITEM ACCOUNT: 21-40-61000

BALANCE IN LINE ITEM IF APPROVED: \$5,679.45

Prepared by: 
 Jesus Haro
 Public Works Director

Reviewed by: 
 Stephen Pauken
 City Manager



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **October 19, 2021**

Regular Special

DATE ACTION SUBMITTED: October 12, 2021

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: **Discussion and Possible Approval of a Notice of Intent to Adopt Ordinance O-21-16; Authorizing and Ratifying the acquisition of certain real property located at 1 Hillcrest Drive.**

FROM: Joe Estes, City Attorney

RECOMMENDATION: Approve Notice of Intent

PROPOSED MOTION: I move to approve the Notice of Intent to adopt Ordinance O-21-16; Authorizing and Ratifying the acquisition of certain real property located at 1 Hillcrest Drive.

DISCUSSION:

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Pauken
Stephen Pauken
City Manager

ORDINANCE O-21-16

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING AND RATIFYING THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 1 HILLCREST DR., CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA

WHEREAS, pursuant to section 1.03 of the Charter of the City of Bisbee City, the City of Bisbee (the “City”) has the authority to acquire property within or without its corporate limits for any City purpose; and,

WHEREAS, on or about April 20, 2021, the City acquired the deed of trust from Hillcrest Apartments (Bisbee) an Arizona general partnership, for that certain property located at 1 Hillcrest Dr., Bisbee, Arizona (the “Property”) and more particularly described in the attached Exhibit “A”; and,

WHEREAS, on or about August 17, 2021, the City entered into a certain Letter Agreement (“Agreement”) with Southeast Arizona Renovations, LLC (“SAR”) for the purpose of SAR acquiring clean title, cleaning and transferring the Property to the City; and,

WHEREAS, SAR has fulfilled its obligations under the Agreement and has transferred ownership of the Property to the City at no cost to the City as provided for in the Agreement.

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

The Council, by majority vote, has determined that it would be in the best interests of the City of Bisbee to acquire the ownership interest in 1 Hillcrest Dr., City of Bisbee, County of Cochise, State of Arizona and more particularly described in the attached Exhibit A and hereby ratifies any prior action transferring such title to the City.

The City Manager is further authorized on behalf of the City to acquire the Property and to execute any and all necessary documents that may be needed for the completion and ratification of this transaction.

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

APPROVED:

Ken Budge, Mayor

ATTEST:

APPROVED AS TO FORM:

Ashlee Coronado, City Clerk

Joseph Estes, City Attorney

EXHIBIT A

PROPERTY DESCRIPTION

The surface to a depth of 40.00 feet immediately beneath the surface of those portions of the Garfield Lode Mining Claim and the Fashion Lode Mining Claim in Warren Mining District, being shown on Mineral Survey No, 1871 on file in the Bureau of Land Managements, as granted by Patent recorded in Book 20 of Deeds of Mines, Page 105, records of Cochise County, Arizona, described as follows:

BEGINNING at a point whence Corner No.1 (PD#1201) of the Garfield Patented Mining Claim, U.S. Mineral Survey No. 1871, bears South 51 degrees 49 minutes West, a distance of 166.70 Feet;

Thence North 40 degrees 39 minutes East a distance of 422.20 feet;

Thence South 33 degrees 04 minutes East, a distance of 225.05 feet;

Thence South 21 degrees 57 minutes West, a distance of 245.70 feet;

Thence South 53 degrees 04 minutes West, a distance of 73.00 feet;

Thence South 88 degrees 36 minutes West, a distance of 107.50 feet;

Thence North 44 degrees 30 minutes West, a distance of 200.00 feet to the POINT OF BEGINNING.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 19, 2021

Regular Special

DATE ACTION SUBMITTED: October 12, 2021

REGULAR **CONSENT**

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

SUBJECT: **Discussion and Possible Approval of Resolution R-21-11; Establishing a Citywide Workforce Affordable Housing Initiative**

FROM: Steve Pauken, City Manager

RECOMMENDATION: Approve Resolution

PROPOSED MOTION: I move to approve Resolution R-21-11; Establishing a Citywide Workforce Affordable Housing Initiative.

DISCUSSION:

Approval of this Resolution will establish a Citywide Affordable Housing Initiative. The current Workforce Housing Initiative is specific to the Saginaw and San Jose Neighborhoods.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Pauken
Stephen Pauken
City Manager

RESOLUTION R-21-11

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE
ESTABLISHING A CITYWIDE WORKFORCE AFFORDABLE HOUSING INITIATIVE**

WHEREAS, the City has identified a need for affordable housing for qualified working individuals and their families;

WHEREAS, in the interests of the public health, safety, morals and welfare the City will come to acquire properties within the city;

WHEREAS, the City will assist its non-profit partners in the remediation of dilapidated housing stock or build new homes where there is no pre-existing structure;

WHEREAS, attracting workers to homes acquired by the City will spur and maintain economic growth within the City; and,

WHEREAS, attracting new residents to the City is desirable to create livable and vibrant communities.

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

Certain homes within the City of Bisbee, have been neglected to the point that they are in violation of City Code, Arizona law or federal law, or any combination of the same.

The City is the owner of some of these properties, which it intends to remediate and place into the Workforce Affordable Housing Initiative.

The City is in the process of acquiring properties, through any means available and within the scope of powers granted to the City under federal, state, and local law.

After acquisition and remediation, the City will convey the property to a qualified buyer as defined in the Workforce Affordable Housing Initiative.

The property will be restricted from resale as detailed in the Workforce Affordable Housing Initiative.

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

APPROVED:

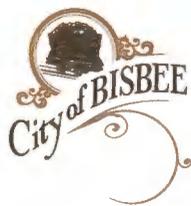
Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, Gust Rosenfeld
City Attorney



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 19, 2021

Regular Special

DATE ACTION SUBMITTED: October 13, 2021

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES TO DESIGN THE RECONSTRUCTION THE CITY HALL BUILDING

FROM: Stephen J. Pauken, City Manager

RECOMMENDATION: Advertise a Request for Proposals for the subject services.

PROPOSED MOTION: I move to direct the City Staff to seek proposals for the design of a replacement City Hall building at 118 Arizona Street in Bisbee.

DISCUSSION:

In October of 2017, A fire destroyed Bisbee City Hall. After some public input and discussion, a Request for Proposals was drafted and approved by the Mayor and Council and were submitted for evaluation in May of 2019. No action was taken. Currently, the existing ruins are being demolished and the site prepared for construction of a replacement building. At this time, staff believes that the City should move forward with architectural plans and specifications for this replacement. The RFP that was used previously has been modified for re-issuance, and is attached.

FISCAL IMPACT: ~\$90,000.00

DEPARTMENT LINE ITEM ACCOUNT: 99-40-05409

BALANCE IN LINE ITEM IF APPROVED: ~\$2,000,000

Prepared by: Stephen J. Pauken
Stephen J. Pauken
City Manager

Reviewed by: Nina Williams
Nina Williams, CMC
Deputy City Clerk



THE CITY OF BISBEE

REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES

The **City of Bisbee** is hereby requesting Proposals from qualified architects duly registered in the State of Arizona by the Arizona Board of Technical Registration, to provide architectural services and construction supervision as needed to the **City of Bisbee**, (herein after called **City**) The successful proposer will provide all necessary architectural and construction supervision services for the purposes of:

Appropriate site preparation, design and construction of a city hall facility of approximately 10,800 ft² at 118 Arizona Street, Bisbee, Arizona. Demolition has been substantially completed with the front entryway and some foundation remaining. It is contemplated that the front entryway that remains will be incorporated into the new structure. This building site is within a future Historic District and the building design and construction should blend with the area architecture and materials. The successful proposer will also be responsible for obtaining all necessary permits, as applicable, and developing all preliminary and final construction plans and specifications and bid documents. Additionally, the Architect will conduct all necessary interim and final inspections to ensure construction according to specifications.

This project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations. The successful proposer should be prepared to comply with all applicable local, state and federal labor, safety and environmental requirements.

A copy of the form of the contract is included for your information. **Any objection to the use of the enclosed contract form must be noted in the response to this Request for Proposals.**

I. SCOPE OF WORK

- (a) **Provide all professional and basic services necessary** to develop a Building Construction Report. The successful proposer shall also prepare all preliminary and final design, plans, specifications, cost estimates and bid documents, including documentation of existing conditions and any alternative recommendations to be utilized to keep the project within budget. Firm is to be in compliance with all local, county, state and federal codes and requirements. All construction must comply with current ADA and State accessibility requirements as well as the Secretary of the Interior's Standards for Rehabilitation.
- (b) Prepare a Construction Bid Document in compliance with the bid specifications. **Submit 2 copies of the preliminary bid document for review by the City and make any necessary revisions prior to printing and prior to publication of the notice to bid.**
- (c) Prepare a **Project Budget** to include the base building cost, additional demolition costs (if applicable), furnishings, audio/visual system for Council Chamber, contingency, and/or any other alternates that may be beneficial to the **City**. (Solar, rain catchment)

- (d) Produce and **provide up to 20 copies** of the bid document and plans (as needed) to the **City** for distribution during the bidding process.
- (e) Submit plans, if needed, for approval of the State Historic Preservation Office (SHPO), and construction permit plan checks, as needed.
- (f) Submit 2 full sets of "AS BUILT" plans to the **City**.
- (g) Participate in pre-bid and pre-construction conferences.
- (h) Respond to contractor's questions during the bid period.
- (i) Prepare construction contracts and documents for review and approval by the **City** prior to execution.
- (j) Review all construction bids, advise and recommend on the lowest and most responsive bid for construction.
- (k) Oversee obtaining all required permits from the appropriate local, county, state and federal agencies.
- (l) Interpret plans and specifications to contractor.
- (m) Review and authorize progress payments to the contractor AIA G702.
- (n) Review and process contractor change orders and submit to the **City** for approval.
- (o) Be available for advice and consultation to the **City** during the life of the contract and during construction, including but not limited to attending committee meetings, Council meetings and site inspections as needed. **Any proposed limit on the number of trips will be disallowed.**
- (p) Provide interim and final construction "walk-through" inspections of contractor's work in order to ensure construction according to specifications.

II. STATEMENT OF QUALIFICATIONS

- A. The **City** is seeking to contract with a competent Architectural firm or individual, duly registered to practice in the State of Arizona, that has experience with similar municipal and federally funded construction projects to include, but not limited to historic preservation projects.
- B. As such, please provide within your proposal a list and contact name/phone number of all past client local governments you provided services for **in the last five (5) years**, a description of **similar** local government projects your firm was involved with, and documentation of experience with federally funded projects. Also include resumes of all Architects and professional staff who will or may be assigned to this project if you were to be selected.
- C. The Proposer shall ensure that Key Personnel identified in its proposal shall be the Key

Personnel assigned to the Project. Such Key Personnel shall not be replaced without prior written acceptance of the City. Unauthorized replacements will result in disqualification of the proposal or breach of the Contract.

III. SUBMISSION OF BIDS

Proposals must be submitted as directed in the Instructions to Proposers. Proposals will be retained by the **City** unless withdrawn prior to submission deadline. Any costs incurred by proposers in preparing the proposal or incurred in any manner in responding to this document, may not be charged to the **City**.

IV. PRE-PROPOSAL CONFERENCE

A pre-proposal conference and site inspection will be held at the **City of Bisbee Council Chambers, 915 S. Tovreaville Rd., Bisbee on Thursday, October 28, 2021 at 10:00 a.m.** Attendance of this meeting is not mandatory, but is strongly encouraged since vital information necessary to the understanding of the Project and selection process will be discussed. Individuals requiring special accommodations are requested to contact Nina Williams, Deputy Clerk (520) 432-6011 as soon as possible in advance of the conference.

V. AWARD OF ARCHITECTURAL SERVICES

- A. Contracts will be made or entered into with the best responsive, responsible proposer except as otherwise required or authorized by law. **Please note** that the **City** will **not** use cost **as the sole basis** for entering into this Contract. Proposals will also be evaluated as more fully set forth in paragraph "XI. EVALUATION CRITERIA".
- B. The Contract will be executed in three (3) duplicate originals. The decision to award the Contract will be made and all proposers notified of the results within thirty (30) days of the submittal deadline.
- C. The **City** reserves the following rights:
 - 1. To waive informalities in any proposal or in the proposal procedure.
 - 2. To negotiate with any, all or none of the Architects or firms that submit proposals.
 - 3. To reject the proposal of any persons or corporations who have previously defaulted on any contract with the **City**.
 - 4. To reject any and all proposals.
 - 5. To re-advertise for proposals.
 - 6. To award the Contract on the basis of the best proposal, as evaluated by the criteria set forth in Exhibit 1.
 - 7. To increase or decrease the scope of work herein specified as funds may permit.
 - 8. To accept any item or combination of items of a proposal.

9. To conduct interviews with any or all Proposers if deemed necessary.
 10. To hold any or all proposals for a period of thirty (30) days after the date of opening. Proposers will not be allowed to withdraw submitted proposals during the thirty (30) day period.
- D. Each Proposer, by submission of his/her Proposal, proclaims and agrees and does waive any and all claims for damages against the officers or employees of the **City** when any of the rights reserved by the **City** in the Request For Proposals notice herein may be exercised.
- E. Proposers are hereby notified that liability for liquidated damages, in the amount of two hundred dollars (\$200) per day shall occur for each day by which the time of completion of the Contract exceeds the agreed 90 day completion date for the preliminary and final plans, specifications and bid documents, subject to conditions more fully put forth in Paragraph 5 of the Contract for Professional Services and Paragraph 16 of the Exhibit A, Standard Contract Terms and Conditions, and subject to justifiable extensions, as required in writing.

VI. UNDERSTANDING OF THE WORK

Proposers should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Proposers from responsibility for estimating properly the difficulty or cost of successfully performing the work. Submission of a Proposal shall be construed as evidence that the proposer is familiar with the site and conditions involved. Structural engineering evaluation of the building remains and site are available on the city website WWW.Bisbeeaz.Gov. The **City** will not assume responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless included in the Invitation for Proposal, the specifications, or related documents.

VII. WAGE, LABOR, AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Architect and all sub firms/contractors shall comply with any federal, state or local EEO requirements as applicable to this project. The **City** is an Affirmative Action/Equal Opportunity Employer.

VIII. FEDERAL FUNDS USAGE

Proposers are hereby notified that federal funds may be used to assist in the construction of this project and, accordingly, all construction contractors will be required to comply with all applicable federal laws, including, but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulation (29 CFR, Part 3).

IX. INSURANCE REQUIREMENTS

The successful Proposer, at Proposer's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the **City**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted: failure to do so may, at the sole discretion of the **City**, constitute a material breach of contract. The Architect's insurance shall be primary insurance as respects the **City**, and any insurance or self-insurance maintained by the **City** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **City**.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the **City**, its agents, officers, officials and employees for any claims arising out of the Architect's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **City** under such policies. The Architect shall be solely responsible for the deductible and/or self-insured retention and the **City**, at its option, may require the Architect to secure payment of such deductible or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The **City** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **City** shall not be obligated, however, to review same or to advise the Architect of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Architect from or be deemed a waiver of, the **City's** right to insist on strict fulfillment of the Architect's obligations under the contract.

The insurance policies, except Worker's Compensation and Professional Liability, required by the contract, shall name the **City**, its agents, officers, officials and employees as Additional Insureds

REQUIRED COVERAGE:

Commercial General Liability:

The Architect shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverages shall not exclude X,C,U. Such policy shall contain a severability of interest provisions, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for the Architect's operations and products and completed operations.

If required by the contract, the Architect subletting any part of the work, services or operations awarded to the Architect shall purchase and maintain, at all times during prosecution of the

work, services or operations under the contract, an Owner and Architect's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Architect's work, service or operations under the contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Proposer's Commercial General Liability insurance.

Automobile Liability:

The Architect shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Architect's any owned, hired, and non-owned vehicles assigned to or used in performance of the Architect's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers Compensation:

The Architect shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Architect's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Architect will require the Sub-Firm(s) to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Architect.

Professional Liability:

The Architect retained by the **City** to provide the work or service required by the contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Architect, or any person employed by the Architect, with a limit of not less than \$1,000,000 each claim.

Certificate of Insurance:

Prior to commencing work or services under the contract, the Architect shall furnish the **City** with Certificates of Insurance, or formal endorsements as required by the contract, issued by the Architect's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the contract are in full force and effect.

In the event any insurance policy(ices) required by the contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Architect's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the **City** fifteen (15) days prior to the expiration date.

Cancellation and Expiration Notice:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

X. INSTRUCTIONS TO PROPOSERS, DEADLINE FOR SUBMISSION

- A. **Five (5) copies of the completed Proposal for Architectural services must be received by 3:00 p.m. (our clock), on Thursday, December 2, 2021, to be considered responsive.** Proposals submitted via facsimile are not acceptable.
- B. The Proposal, whether in an envelope or other wrapping shall have "**Proposals for Architectural Service, to be opened 4:00 p.m., Thursday, December 2, 2019**" marked clearly on its cover and shall be addressed to **Ashlee Coronado, City Clerk, City of Bisbee, 76 Erie Street, Bisbee, AZ 85603**. Failure of the proposer to provide all of the required information may result in the rejection of the Proposal. Proposals received after the specified time of closing will be returned unopened.
- C. **Include** information concerning qualifications (see Section II), your availability to begin, your understanding of this project, the design program, suitability of the proposed budget and project timeline.
- D. Once negotiated with the successful Proposer, the Contract price shall include all costs to effectively conduct and complete all services listed in the scope of work including reproduction of the plans and bid specs, and travel for all interim and final inspections, mailing and phone expenses. The Contract price is to include all necessary costs including, but not limited to, labor, materials, taxes, profit, insurance and other overhead expenses. **Please note that there will be no reimbursable expense on this project. Price must include a fixed rate and state the amount not be exceeded. Percentage or cost plus prices will not be accepted. Note that should re-design and/or re-bidding of the construction project become necessary, due to a failure of construction bids to meet the fixed construction cost limit, no further compensation shall be due, with the exception of Council approved scope of work increases.** It is not necessary to include a price with your Proposal.
- E. The successful proposer shall complete the required design (exclusive of construction) services **within NINETY DAYS** of the date of the NOTICE TO PROCEED. Justifiable extensions will be granted as needed, otherwise, liquidated damages may occur as explained in Section V (E).
- F. Evidence of proper and current registration/licensing and insurance is required; **please include with the proposal.**
- G. Please complete the attached **CERTIFICATIONS** and **include with your Proposal**. The Affirmative Action Certification is optional, but must be signed to merit evaluation score points. The remaining certifications are required and must be submitted with your proposal. All certifications must be original signatures by an appropriate officer of the firm, or by the proprietor or general partner.
- H. A committee will be responsible for evaluating the proposals and recommending several

highest ranked Architect and/or firm for contract negotiations. When a mutually agreeable contract price is negotiated with one of the highly ranked Architects/firms, the committee will make its recommendation for award to the Council.

- I. Refer to Section II, paragraph B and Section XI for further guidance concerning the proposal.
- J. Correspondence, questions, and/or clarifications of the proposal procedure or project should be directed to Ashlee Coronado, City Clerk, 76 Erie Street., Bisbee, Arizona 85630 or call (520) 432-6012, acoronado@bisbeeaz.gov.

XI. CITY OF BISBEE CONTACT

All communications and questions concerning this solicitation must be directed to Stephen Pauken, City Manager, at 520-432-6014.

No other City official or City employee is empowered to speak for the City with respect to this RFP. Any firm seeking to obtain information, clarification, or interpretations from any other City official or City employee other than identified above, is advised that such material is used at the firm's own risk. The City will not be bound by any such information, clarification, or interpretation. Contact by a firm regarding this RFP with a City employee other than Mr. Pauken may be considered grounds for rejection of the proposal submitted.

As Because any questions submitted require adequate time for response preparation, firms are asked to submit all questions by the date and time indicated in this solicitation.

Questions must be received by 11:00 pm Arizona Time on November 4, 2021 so that a response may be posted as an addendum to the RFP.

XII. EVALUATION CRITERIA

Prospective firms will be evaluated on the following criteria:

1. Qualifications of the individual or firm.
2. Experience in working with government funded projects, particularly historic area projects.
3. Contract/construction management experience to include but not limited to government contracts.
4. Time frame for completing the project.

Refer to the attached **Exhibit 1** for further information.

XIII. GRIEVANCE PROCEDURE

Protests shall be submitted in writing to: Ashlee Coronado, City Clerk, City of Bisbee, 76 Erie Street, Bisbee, AZ, 85624, phone (520)432-6012 within 72 hours of bid award. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative with authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within 15 days of receipt, and after consultation with legal council, or others, the City will respond to the protest. The **City** reserves the right to reject any or all proposals; to waive irregularities or information in any proposal; to re-advertise for proposals; and/or to take any steps determined prudent, in order to resolve the protest.

Exhibit 1

City of Bisbee

ARCHITECTURAL PROPOSAL RATING SHEET

Name of Offeror

Date of Rating

Person/Committee
Doing Rating

<u>QUALIFICATIONS OF INDIVIDUAL/FIRM</u>	<u>POINTS POSSIBLE</u>	<u>POINTS AWARDED</u>
a) Individual project team members identified.	5	_____
b) Experience and qualifications as it relates to the project.	30	_____
c) Firm demonstrates an understanding of project	15	_____
d) Firm has formulated a basic course(s) of action or considered preliminary alternative approaches which will be meaningful in obtaining the goals and objectives of the project.	5	_____
e) Firm is MBE, WBE, DBE	5	_____
SUBTOTAL	60	

COMMENTS:

<u>FEDERALLY FUNDED PROJECT EXPERIENCE</u>	<u>POINTS POSSIBLE</u>	<u>POINTS AWARDED</u>
a) Experience with federally funded projects.	5	_____
b) Experience SPECIFICALLY with historic preservation projects.	5	_____
SUBTOTAL	10	_____

COMMENTS:

<u>CONTRACT/CONSTRUCTION MANAGEMENT EXPERIENCE</u>	POINTS	
<u>POINTS</u>	<u>POSSIBLE</u>	<u>AWARDED</u>
a) Experience with all phases of construction management, responsible person identified.	10	_____
SUBTOTAL	10	_____

COMMENTS:

<u>TIME FRAME FOR COMPLETING PROJECT</u>	<u>POINTS POSSIBLE</u>	<u>POINTS AWARDED</u>
a) Firm available to begin, project schedule	10	_____

and quality control are identified.

b) The firm established a reputation for timely completion.

10

SUBTOTAL

20

COMMENTS:

TOTAL POINTS
POSSIBLE

TOTAL POINTS
AWARDED

100

ATTACHMENT A

CERTIFICATIONS

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Contract, the UNDERSIGNED agrees as follows:

1. The UNDERSIGNED will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The UNDERSIGNED will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The UNDERSIGNED agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
2. The UNDERSIGNED will, in all solicitation or advertisements for employees placed by or on behalf of the UNDERSIGNED for the City, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The UNDERSIGNED will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The UNDERSIGNED will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the City, the Arizona Department of Transportation and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the UNDERSIGNED's non-compliance with any provision of this Contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the UNDERSIGNED may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The UNDERSIGNED will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The UNDERSIGNED will take such action with respect to any subcontract or purchase order as the City, or the Arizona Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the UNDERSIGNED becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the UNDERSIGNED may request the United States to enter into such litigation to protect the interests of the United States.

2. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
SECTION 503

(if contract \$25,000 or over)

1. The UNDERSIGNED will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The UNDERSIGNED agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The UNDERSIGNED agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the UNDERSIGNED's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The UNDERSIGNED agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the UNDERSIGNED's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The UNDERSIGNED will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the UNDERSIGNED is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The UNDERSIGNED will include the provisions of this clause in every subcontract or purchase order of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action or non-compliance.

3. ACCESS TO RECORDS AND RECORDS RETENTION CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The UNDERSIGNED certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the City, the Arizona Department of Transportation, the Federal Highway Administration and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official "Closeout" date of the grant or the resolution of all audit findings, whichever is later.

4. CONFLICT OF INTEREST CERTIFICATION

The UNDERSIGNED is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute Section 38-503 through 505, with any public official, employee, agency, commission, or committee with the City.
2. Any substantial interest, as defined by Arizona Revised Statute Section 38-503 through 505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City that develops at any time during this contract will be immediately disclosed to the City.

5. LOBBYING CERTIFICATION CERTIFICATION FOR CONTRACT, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The UNDERSIGNED certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the UNDERSIGNED, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, a continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the UNDERSIGNED shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The UNDERSIGNED shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6. CIVIL RIGHTS CERTIFICATION

The UNDERSIGNED is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in a whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

7. DRUGFREE WORKPLACE CERTIFICATION

The UNDERSIGNED agrees to or will continue to provide a drugfree workplace by: establishing a Drug Free Workplace Policy which provides ongoing drug awareness information to include information on the dangers of drug abuse in the workplace, the availability of drug counseling, rehabilitation, employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations occurring in the workplace.

These Certifications are a material representation of fact upon which reliance was placed when this transactions was made or entered into submission of these certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required Certifications shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name of Official

Signature of Official

Typed Name of Firm

Date

8. AFFIRMATIVE ACTION CERTIFICATION (OPTIONAL)

The City, as required by national policy, is an Affirmative Action Employer and therefore encourages the use of minority business enterprises, women-owned business enterprises and small business enterprises in a rural area whenever possible.

Name of Firm:

1. Minority Business Enterprise **Yes** **No**

A minority business enterprise is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of minority used by all federal financial assistance agencies; however, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

Business firms which are 51 percent owned by minorities, but are in fact managed and operated by non-minority individuals do not qualify.

2. Women Business Enterprise **Yes** **No**

A women business enterprise (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business; at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by women, but are in fact managed and operated by men do not qualify.

3. Small Business Enterprise in a Rural Area **Yes** **No**

A small business enterprise in a rural area (SBRA) is a business concern that is physically located outside any standard metropolitan statistical area.

4. Disadvantaged Business Enterprise **Yes** **No**

Business firms which are 51 percent owned by socially or economically disadvantaged or at least 51 percent of the stock is owned by one or more socially or economically disadvantaged persons and, (2) whose daily business operations are managed and directed by one or more of the disadvantaged owners. This includes recognized minorities, as well as anyone subjected to racial, ethnic or cultural bias. Business firms which are 51 percent owned by the disadvantaged, but are in fact managed and operated by others, do not qualify.

Signature

Date



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **October 19, 2021**

Regular Special

DATE ACTION SUBMITTED: <u>October 12, 2021</u>			
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>		
TYPE OF ACTION:			
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and Possible recommendations on the performance evaluation of Stephen Pauken, City Manager			

FROM: Ken Budge, Mayor

RECOMMENDATION:

PROPOSED MOTION:

DISCUSSION:

This is the 6 Month evaluation of the job performance of the City Manager, Stephen Pauken.

Mr. Pauken was provided with a written notice that the Mayor and Council might choose to go into executive session for this discussion, and he has exercised his right to have this discussion and evaluation in a public meeting.

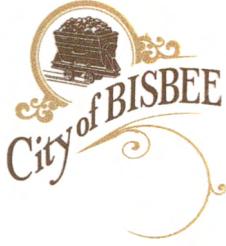
FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado
City Clerk



*Stephen J. Pauken
City Manager
spauken@bisbeeaz.gov*

October 19, 2021

Mayor Budge and Members of Council

Re: Six Month Performance Evaluation

In accordance with my employment contract with the City, I am supposed to receive a performance evaluation after six months of employment. We have now reached that threshold, and I am pleased to report that we have made some progress in several areas, and we still have significant challenges before us. Nonetheless, I believe that the overall confidence of the people of Bisbee in its government has improved.

When I returned in April, there were significant relationship issues with the Friends of the Bisbee Animal Shelter and with the Farmers Market. I am pleased to report that our relationship with the Friends has returned to normal. Communication and cooperation are the key, and even if we do not always agree, the door is open in both directions. Sadly, after some discussion, the long running Bisbee Farmers Market and the City were not able to reach an agreement on the use of Vista Park. However, we were able to reach an agreement with a new operator and it has been operating now for a month with great success. The Saturday Market should be a fixture in the Vista Park for many years to come.

Even though I returned to work in the middle of budget preparation, I still had an opportunity to help shape the Fiscal Year 2021-22 budget. Even though we adopted a spending plan that proposes spending substantially in excess of our revenues, our first quarter financials indicate that spending so far is right in line with revenues, due to our self-imposed limit of \$100 without permission. In addition, the \$872k in ARPA funds have given us an opportunity to spend funds that would not normally budget in order to help our constituents through the pandemic and to stimulate the economy.

In the Human Resources area, a number of notable events have occurred. As promised, we have hired a City Planner who has been on the job for several weeks now. Mr. Taylor has taken over administration of the Design Review Board and the Planning and Zoning Commission. He is also taking the lead with the Workforce Housing Initiative and the Hillcrest Apartment affordable housing initiative. He will also be working historic preservation projects, some of which have languished for several years, and will be an invaluable resource in the renaissance of City Hall.

Unfortunately, there have been a couple of negative events in the area of human resources. The sexual harassment investigation in the Fire Department resulted in the voluntary terminations of two employees, and there have been two more voluntary resignations. Acting Chief Richardson is leading the department through a rough time right now, but we are determined to come back better than before. In the Police Department, we lost our Deputy Chief suddenly, so we will use this event to take a hard look at the way we operate with the goal of being better than before. We have five vacancies in the Police Department and four vacancies in the Fire Department, so we are recruiting heavily. In Public Works, Mr. Haro has resigned to take a similar position closer to home, so we will recruit widely for someone with the proper credentials to move the city forward with its infrastructure challenges.

For a number of years now, we have been bedeviled by a growing unfunded liability. The public safety pensions of Police and Fire (PSPRS) are funded at the dangerously low levels of 5% and 10%. The payment plan the City chose to pay back this unfunded liability is inadequate to the point that our liability is growing rather than shrinking. What we are doing is akin to maxing out a credit card and only making minimum payments. Unless we refinance our unfunded liability, we will double the payments we are making in the future, robbing the General Fund of scarce resources we are using now for operations. Staff has been meeting with the City's financial advisors in an effort to come up with a refinancing package to incorporate in next year's budget. Unfortunately, our payments won't go down, but we can stop the bleeding and pay our liability off in less than 30 years. We will be scheduling a work session with the financial advisors and the PSPRS staff prior to the end of the year to lay out the plan.

The City's Workforce Housing Initiative is moving out of its infancy and will hopefully take off in the coming year. We have completed two renovations to-date and one is sold. We will be working on two more units, one renovation and one new house in the coming weeks. We will be using the funds generated from the first two houses to do the next two, and we are going to generate a new list of potential buyers to purchase those units. We will also be bringing changes in the workforce housing policy to the Mayor and Council for consideration in the coming weeks. The Hillcrest building has been purchased by SE AZ Renovations LLC and will be donated to the City before the end of the year. The City and our partners at SEAGO have generated interest in converting the building into affordably priced apartments from a couple of developers who specialize in affordable housing, and we anticipate putting the property up for auction under the City's policy before the end of the year.

The City Hall Building on Arizona Street, which was burned down in a fire on October 11 2017, is being demolished as we speak. Our goal is to save the front entryway to the building based on a structural engineer's opinion, then design and build a replacement structure to serve our community and return to our City's seat of government. The next step is to hire an architectural team, which is currently before you for consideration. If everything falls into place, we could be home on Arizona Street by the end of next year.

In the area of Public Works, we have been busy. Currently we are attacking the voluminous weeds generated by the Monsoon and hope to be substantially complete by the end of October. We have substantially completed the installation of the replacement fuel management system at

the City Garage and should reduce our motor fuel costs by about \$5,000 per month. Unfortunately, the pumps were delayed by supply problems so we will not reduce our costs as much as we had hoped. Soon to be completed is an electric vehicle charging station on Tombstone Canyon designed to attract electric vehicle owners to the area. Replacement of the pool deck will begin shortly now that the pool season is over. Numerous streets were resurfaced during the summer, but there are still unfinished street projects to complete in our immediate future.

The City has been cooperating with Bisbee Bikeways, Inc. on two projects, one being a bikeway around the Lavender Pit and the other being an area bikeway master plan. Both has been presented to the Mayor and Council and are in the process of review and fundraising by Bisbee Bikeways and Freeport McMoRan. Staff is also in the process of reviewing a proposed MOU between the City and Bisbee Bikeways.

In early October, the Building Inspector, the Police Department, Cochise County, and Friends of the Bisbee Animal Shelter cooperated to remove and shelter some 30 feral cats from a house in Old Bisbee that has been an enforcement problem for many years. After obtaining warrants to enter the property, the cats were removed and housed by the Friends of the Bisbee Animal Shelter. Charges are pending.

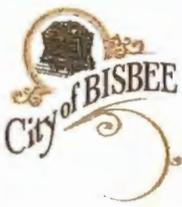
Seiling's Mobile Home Park, which is located mostly outside the city boundary, has recently decided to close, potentially displacing 40-50 local residents. The City, the County and SEAGO have been working to marshal resources to assist in the relocation of these residents and housing units, along with rental payment and utility assistance.

For a six-month period, this is an exhaustive list. There is still much to be done, and I certainly have forgotten something. Not mentioned here are all the routine tasks that the staff performs every day that may not get a lot of attention but are certainly important to the smooth operation of the City. I may not always show it, but I am grateful for the many things that our employees do every single day in the service of our community.

Personally, I am pleased to be working with all of you and hope for more good things to happen as we move into next year.

Sincerely,

Stephen J. Pauken
City Manager



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: 10/19/2021

Regular Special

DATE ACTION SUBMITTED: <u>10/18/2021</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and possible approval of Governor's Office of Highway Safety grant in the amount of \$55,000 for a Police Package Vehicle.	

FROM: Albert B. Echave, Chief of Police

RECOMMENDATION: Recommend Approval.

PROPOSED MOTION: I move to approve a Governor's Office of Highway Safety Grant in the amount of \$55,000 for a Police Package Vehicle.

DISCUSSION: This grant is to enhance DUI/Impaired Driving and STEP Enforcement throughout the City of Bisbee. The total amount funding for this contract will include 60% GOHS 405d funds and 40% GOHS 402 funds.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: 5340-30002 Police Special Fund Account

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:
Albert B. Echave
Chief of Police

Reviewed by:
Steven J. Pauken
City Manager

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752230000405dAZM Assistance Listings: 20.616, 20.600
FAIN: 69A37522300004020AZ0

1.	APPLICANT AGENCY Bisbee Police Department	GOHS CONTRACT NUMBER: 2022-405d-010
	ADDRESS 1 Highway 92, Bisbee, AZ 85603	PROGRAM AREA: 405d, 402-PTS
2.	GOVERNMENTAL UNIT City of Bisbee	AGENCY CONTACT: Timothy Cox
	ADDRESS 76 Erie Street, Bisbee, AZ 85603	3. PROJECT TITLE: DUI/Impaired Driving/ STEP Enforcement Related Equipment- One (1) Police Package Vehicle
4.	GUIDELINES: 405d, 402-Police Traffic Services (PTS)	
5.	BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Capital Outlay: (1) Police Package Vehicle to enhance DUI/Impaired Driving and STEP Enforcement throughout the City of Bisbee. The total amount funding for this contract will include 60% GOHS 405d funds and 40% GOHS 402 funds.	
6.	BUDGET COST CATEGORY	Project Period FFY 2022
I.	Personnel Services	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$55,000.00
	TOTAL ESTIMATED COSTS	\$55,000.00

PROJECT PERIOD FROM: Effective Date TO: 09-30-2022
(Date of GOHS Director Signature)

CURRENT GRANT PERIOD FROM: 10-01-2021 TO: 09-30-2022

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$55,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 16

Total Population in city/town or county: 5,209

Total Road Mileage: Highway: 10 Local: 62 Total: 72

	2019	2018	2017
Total Crashes	177	129	135
Total Injury Crashes	91	13	40
Total Fatal Crashes	1	2	1
Total Impaired-related Crashes	3	1	0
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	34	30	25
Total Speed-related Serious Injuries	1	2	0
Total Speed-related Fatalities	0	0	1

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The Bisbee Police Department has a distinct duty in regards to enforcement as a result of State Routes 92 and 80, which come to and from surrounding communities as well as the country of Mexico. The agency close proximity to the Mexican Border, tourist, and local citizens have the potential drive under the influence of alcohol/drugs. Additionally, underage consumption is growing in popularity, as there is no legal drinking age limit in Mexico. Due to the distances, underage drinking and driving is an increasing risk and the likelihood of fatalities in the area due to this increases. The Police Department absorbs the cost to respond, aid injured, secure scenes as well as investigate collisions due to the Police Department providing the only agency with 24 hour coverage, which the closest other agency being 25 miles away at times.

Within the City are 4 different schools, which have separate school zones which the Police Department attempts to enforce traffic laws within. Due to low staff numbers on average only 2 Patrol Officers are available for enforcement. Tourist, migrant workers, government agencies, and commercial vehicles travel long distances and through City Limits. After work some engage in alcohol/drug consumption while traveling back to their residences on high volume rural traffic routes, which are in the city.

Agency Funding:

Federal 405d funds will support Capital Outlay: (1) Police Package Vehicle to enhance DUI/Impaired Driving and STEP Enforcement throughout the City of Bisbee. The total amount funding for this contract will include 60% GOHS 405d funds and 40% GOHS 402 funds.

How Agency Will Solve Problem with Funding:

The Bisbee Police Department will conduct emphasis patrols to identify, arrest and prosecute impaired drivers. This will be conducted in partnership with prescribed deployment dates through the G.O.H.S. as well as additional dates that coincide with special events particular to the Bisbee area in conjunction with the emphasis patrols the Bisbee Police Department will participate in various community events in an attempt to educate the public and curve impaired drivers prior to them getting behind the wheel.

PROJECT MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 100% from 2 during calendar year 2020 to 0 by December 31, 2022.

To decrease fatalities in impaired driving-related crashes 0% from 0 in calendar year 2020 to 0 by December 31, 2022.

To decrease injuries in impaired driving-related crashes 0 % from 0 in calendar year 2020 to 0 by December 31, 2022.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2022.

To participate in a minimum of 3 DUI task force operations per quarter during FFY 2022.

Additional Contract Objectives:

1. To reduce the number of motor vehicle collisions, impaired drivers, and other traffic related incidents by aggressive community education.
2. Help as many agencies in the enforcement detection and apprehension of impaired drivers to include providing phlebotomy services and documentation of impaired driver investigations

GOALS/OBJECTIVES:

Federal 405d funds will support Capital Outlay: (1) Police Package Vehicle to enhance DUI/Impaired Driving and STEP Enforcement throughout the City of Bisbee. The total amount funding for this contract will include 60% GOHS 405d funds and 40% GOHS 402 funds.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Bisbee Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Bisbee Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Bisbee Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Capital Outlay - To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement Activities: **One (1) Police Package Vehicle**

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**One (1) Police Package Vehicle**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Bisbee Police Department shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the Bisbee Police Department further agrees to dispose of this equipment using the Bisbee Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Bisbee Police Department may refer to that of the State. The Bisbee Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The Bisbee Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Bisbee Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Bisbee Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the (1) Police Package Vehicle.

Decals:

The Governor's Office of Highway Safety shall provide the Bisbee Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency shall use the State procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1300.31, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 405 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 2 CFR §200.313 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Bisbee Police Department shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

SPECIFIC REQUIREMENTS:**POLICE PACKAGE VEHICLES:****Requirements for Police Package Vehicle (Marked and Unmarked):**

Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, and may include speed detection device and in-car video system. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Bisbee Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2 nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3 rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4 th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Albert Echave, Chief, Bisbee Police Department, shall serve as Project Director.

Timothy Cox, Officer, Bisbee Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form

completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay One (1) Police Package Vehicle	\$55,000.00
TOTAL ESTIMATED COSTS		*\$55,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Bisbee Police Department shall absorb any and all expenditures in excess of \$55,000.00.

TABLE RPERESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGANCY/PROGRAM

PROGRAM SOURCE	CFDA	PERCENT OF TOTAL	DOLLAR AMOUNT
GOHS Contribution (405d)	20.616	60%	\$33,000.00
GOHS Contribution (402)	20.600	40%	\$22,000.00
TOTAL FUNDED		100%	\$55,000.00

Arizona Governor's Office of Highway Safety
Capital Outlay Equipment Record
Equipment \$5,000.00 or more

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay Equipment must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: JULIE DEUK

Title: ADMIN. ASSTNT

Telephone Number: (520)432-2261 Fax Number: (520)432-6058

E-mail Address: jdek@bisbeeaz.gov

2. Agency's Fiscal Contact:

Name: KERI BAGLEY

Title: FINANCE DIRECTOR

Telephone Number: (520)432-6008 Fax Number: (520)432-6069

E-mail Address: kbagley@bisbeeaz.gov

Federal Identification Number: 86-6000235

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

CITY OF BISBEE

Warrant/Check to be mailed to:

CITY OF BISBEE
(Agency)

PO BOX 4601
(Address)

BISBEE, AZ 85603
(City, State, Zip Code)

4. Unique Entity Identifier:

140029195
(Unique Entity Identifier)

1 Highway 92, Bisbee, AZ 85603
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

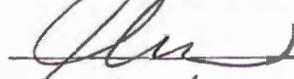
Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Albert Echave, Chief
Bisbee Police Department

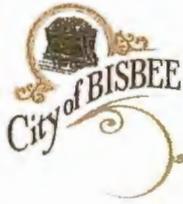


10/01/2021
Date Telephone

*Signature of Authorized Official of
Governmental Unit:*

Stephen Pauken, City Manager
City of Bisbee

Date Telephone



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: 10/19/2021

Regular Special

DATE ACTION SUBMITTED: 10/18/2021

REGULAR CONSENT

TYPE OF ACTION:
 RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **Discussion and possible approval of the Governor's Office of Highway Safety grant in the amount of \$19,262 for Personnel Services and Related Materials and Supplies to include (Radars, Tint Meters, Speed signs w/mounts) to enhance DUI/Impaired Driving Enforcement.**

FROM: Albert B. Echave, Chief of Police

RECOMMENDATION: Recommend Approval.

PROPOSED MOTION: I move to approve a Governor's Office of Highway Safety Grant in the amount of \$19,262 for Personnel Services and Related Materials to include (Radars, Tint Meters, Speed signs w/mount) to enhance DUI/Impaired Driving Enforcement.

DISCUSSION: This grant is to support Personnel Services (Employee Related Expenses) and Related Material and Supplies to enhance DUI/Impaired Driving and STEP Enforcement throughout the City of Bisbee. The total amount funding for this contract is \$19,262.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: 5340-30002 Police Special Fund Account

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:
Albert B. Echave
Chief of Police

Reviewed by:
Steven J. Pauken
City Manager

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37522300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Bisbee Police Department	GOHS CONTRACT NUMBER: 2022-PTS-008	
ADDRESS 1 Highway 92, Bisbee, AZ 85603	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT City of Bisbee	AGENCY CONTACT: Timothy Cox	
ADDRESS 76 Erie Street, Bisbee, AZ 85603	3. PROJECT TITLE: STEP Enforcement, and Related Materials and Supplies (Radars, Tint meters, Speed signs w/ mount)	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Radars, Tint meters, Speed signs w/ mount to enhance STEP Enforcement throughout the City of Bisbee.		
6. BUDGET COST CATEGORY	Project Period FFY 2022	
I. Personnel Services	\$7,143.00	
II. Employee Related Expenses (40%)	\$2,857.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$9,262.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$19,262.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$19,262.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 16

Total Population in city/town or county: 5,209

Total Road Mileage: Highway: 10 Local: 62 Total: 72

	2019	2018	2017
Total Crashes	177	129	135
Total Injury Crashes	91	13	40
Total Fatal Crashes	1	2	1
Total Impaired-related Crashes	3	1	0
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	34	30	25
Total Speed-related Serious Injuries	1	2	0
Total Speed-related Fatalities	0	0	1

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The Police Department has a current staff of fifteen (15) full-time Certified Officers and one (1) reserve Officer. The Police Department provides 24 hour police services, but also assists service areas of the State Routes, and outlying County areas as a result of an Inter-agency Agreement with the Cochise County Sheriff's Department and the Arizona Department of Public Safety. These agreements require that department to respond to agencies requesting back-up, covering emergency calls, as needed, and taking calls for service, vehicle collisions for the Arizona Department of Public Safety on state routes which increases their responsibilities. The Police Department has responded to calls for service in excess of 20 miles.

The Police Department utilizes fully marked patrol units and at this time does not have any low profile or unmarked patrol units for the deployment of traffic enforcement. With the deployment of driver speed feedback systems, the Police Department can monitor and map problem areas along with deter and curb speeding violations. These are a few of the problems faced by the community and department at this time.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Radars, Tint meters, Speed signs w/ mount to enhance STEP Enforcement throughout the City of Bisbee.

How Agency Will Solve Problem with Funding:

The Police Department seeks every opportunity to instruct classes on drug and alcohol abuse through patrol officers going into the schools and provide presentations. The Patrol Division also engages in the use of "Education in lieu of Enforcement", which entails the roadside education of juvenile offenders who commit civil violations for the first time.

PROJECT MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 100% from 34 during calendar year 2020 to 0 by December 31, 2022.

To decrease fatalities in speeding-related crashes 100% from 1 in calendar year 2020 to 0 by December 31, 2022.

To decrease serious injuries in speeding-related crashes 100% from 0 in calendar year 2020 to 0 by December 31, 2022.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 50% from 30 during Calendar Year 2020 to 19 during FFY 2022.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2022.

Additional Contract Objectives:

1. Conduct location specific speed and traffic control device enforcement inside city limits, and outlying patrol areas.
2. Display the Driver Speed Feedback System, GOHS "Ghost" patrol unit as well as other GOHS grant funded equipment on details.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Radars, Tint meters, Speed signs w/ mount to enhance STEP Enforcement throughout the City of Bisbee.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Bisbee Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Bisbee Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Bisbee Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Radars, Tint meters, Speed signs w/ mount

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

SPEED DETECTION EQUIPMENT --

Requirements for Speed Detection Devices:

The Bisbee Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this Contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Bisbee Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Bisbee Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles,

and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2 nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3 rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4 th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Albert Echave, Chief, Bisbee Police Department, shall serve as Project Director.

Timothy Cox, Officer, Bisbee Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor’s Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring

	the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,143.00
II.	Employee Related Expenses (ERE) (40%)	\$2,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Radars, Tint meters, Speed signs w/ mount	\$9,262.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$19,262.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Bisbee Police Department shall absorb any and all expenditures in excess of \$19,262.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Signature of Authorized Official of Governmental Unit:

Albert Echave, Chief
Bisbee Police Department

Stephen Pauken, City Manager
City of Bisbee

[Handwritten signature of Albert Echave]

10-01-2021 (520) 432-02261
Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|----|--------------------------------------|----|-----------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <u>Authorization to Proceed Date</u> | | <u>\$19,262.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: 10/19/2021

Regular Special

DATE ACTION SUBMITTED: 10/18/2021

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and possible approval of the Governor’s Office of Highway Safety grant in the amount of \$12,000 for Personnel Services and Related Materials and Supplies to enhance DUI/Impaired Driving Enforcement.

FROM: Albert B. Echave, Chief of Police

RECOMMENDATION: Recommend Approval.

PROPOSED MOTION: I move to approve a Governor’s Office of Highway Safety Grant in the amount of \$12,000 for Personnel Services and Related Materials and Supplies to enhance DUI/Impaired Driving Enforcement.

DISCUSSION: This grant is to support Personnel Services (Employee Related Expenses) and Related Material and Supplies to enhance DUI/Impaired Driving and STEP Enforcement throughout the City of Bisbee. The total amount funding for this contract is \$12,000.00

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: 5340-30002 Police Special Fund Account

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: 
Albert B. Echave
Chief of Police

Reviewed by: 
Steven J. Pauken
City Manager

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752230000405dAZM

Assistance Listings: 20.616

1.	APPLICANT AGENCY Bisbee Police Department	GOHS CONTRACT NUMBER: 2022-405d-009
	ADDRESS 1 Highway 92, Bisbee, AZ 85603	PROGRAM AREA: 405d
2.	GOVERNMENTAL UNIT City of Bisbee	AGENCY CONTACT: Timothy Cox
	ADDRESS 76 Erie Street, Bisbee, AZ 85603	3. PROJECT TITLE: DUI/Impaired Driving Enforcement, and Related Materials and Supplies- PBT's
4.	GUIDELINES: 405d	
5.	BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's to enhance DUI/Impaired Driving Enforcement throughout the City of Bisbee.	
6.	BUDGET COST CATEGORY	Project Period FFY 2022
I.	Personnel Services	\$7,143.00
II.	Employee Related Expenses (40%)	\$2,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$2,000.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$12,000.00
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$12,000.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 16

Total Population in city/town or county: 5,209

Total Road Mileage: Highway: 10 Local: 62 Total: 72

	2019	2018	2017
Total Crashes	177	129	135
Total Injury Crashes	91	13	40
Total Fatal Crashes	1	2	1
Total Impaired-related Crashes	3	1	0
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	34	30	25
Total Speed-related Serious Injuries	1	2	0
Total Speed-related Fatalities	0	0	1

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The Bisbee Police Department has a distinct duty in regards to enforcement as a result of State Routes 92 and 80, which come to and from surrounding communities as well as the country of Mexico. The agency close proximity to the Mexican Border, tourist, and local citizens have the potential drive under the influence of alcohol/drugs. Additionally, underage consumption is growing in popularity, as there is no legal drinking age limit in Mexico. Due to the distances, underage drinking and driving is an increasing risk and the likelihood of fatalities in the area due to this increases. The Police Department absorbs the cost to respond, aid injured, secure scenes as well as investigate collisions due to the Police Department providing the only agency with 24 hour coverage, which the closest other agency being 25 miles away at times.

Within the City are 4 different schools, which have separate school zones which the Police Department attempts to enforce traffic laws within. Due to low staff numbers on average only 2 Patrol Officers are available for enforcement. Tourist, migrant workers, government agencies, and commercial vehicles travel long distances and through City Limits. After work some engage in alcohol/drug consumption while traveling back to their residences on high volume rural traffic routes, which are in the city.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's to enhance DUI/Impaired Driving Enforcement throughout the City of Bisbee.

How Agency Will Solve Problem with Funding:

The Bisbee Police Department will conduct emphasis patrols to identify, arrest and prosecute impaired drivers. This will be conducted in partnership with prescribed deployment dates through the G.O.H.S. as well as additional dates that coincide with special events particular to the Bisbee area in conjunction with the emphasis patrols the Bisbee Police Department will participate in various community events in an attempt to educate the public and curve impaired drivers prior to them getting behind the wheel.

PROJECT MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 100% from 2 during calendar year 2020 to 0 by December 31, 2022.

To decrease fatalities in impaired driving-related crashes 0% from 0 in calendar year 2020 to 0 by December 31, 2022.

To decrease injuries in impaired driving-related crashes 0 % from 0 in calendar year 2020 to 0 by December 31, 2022.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2022.

To participate in a minimum of 3 DUI task force operations per quarter during FFY 2022.

Additional Contract Objectives:

1. To reduce the number of motor vehicle collisions, impaired drivers, and other traffic related incidents by aggressive community education.
2. Help as many agencies in the enforcement detection and apprehension of impaired drivers to include providing phlebotomy services and documentation of impaired driver investigations.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's to enhance DUI/Impaired Driving Enforcement throughout the City of Bisbee.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Bisbee Police Department will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Bisbee Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website no later than 10:00 a.m. the morning following each day of the event.

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Bisbee Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: PBT's

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award upon receipt of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Bisbee Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Bisbee Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2 nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3 rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4 th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Albert Echave, Chief, Bisbee Police Department, shall serve as Project Director.

Timothy Cox, Officer, Bisbee Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review

Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,143.00
II.	Employee Related Expenses (ERE) (40%)	\$2,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies PBT's	\$2,000.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$12,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Bisbee Police Department shall absorb any and all expenditures in excess of \$12,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: JULIE DELK

Title: ADMIN. ASSTNT

Telephone Number: (520) 432-2261 Fax Number: (520) 432-6058

E-mail Address: jdelk@bisbeeaz.gov

2. Agency's Fiscal Contact:

Name: KERI BAGLEY

Title: FINANCE DIRECTOR

Telephone Number: (520) 432-6008 Fax Number: (520) 432-6069

E-mail Address: kbagley@bisbeeaz.gov

Federal Identification Number: 86-6000235

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

City of Bisbee

Warrant/Check to be mailed to:

City of Bisbee
(Agency)

PO BOX 4601
(Address)

BISBEE, AZ 85603
(City, State, Zip Code)

4. Unique Entity Identifier:

140029195
(Unique Entity Identifier)

1 Highway 92, Bisbee Az 85603
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

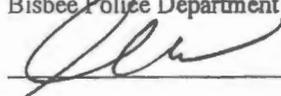
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Signature of Authorized Official of Governmental Unit:

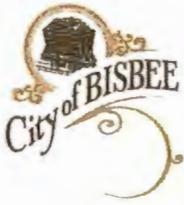
Albert Echave, Chief
Bisbee Police Department

Stephen Pauken, City Manager
City of Bisbee



10-01-2021 (500) 432-2261
Date Telephone

Date Telephone



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: 10/19/2021

Regular Special

DATE ACTION SUBMITTED: 09/30/2021

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and possible approval to allow Mayor & Council to go into an agreement pursuant to A.R.S. §48-572 between the Az. Department of Transportation (ADOT) and the City of Bisbee Police Department requesting authorization to access/connectivity to the Az. Dept. of Transportation database.

FROM: Albert B. Echave, Chief of Police

RECOMMENDATION: Recommend Approval.

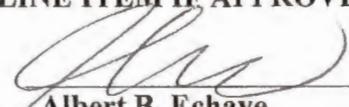
PROPOSED MOTION: I move to allow Mayor & Council to go into an agreement pursuant to A.R.S. §48-572 between the State of Arizona through the Az. Department of Transportation (ADOT) and the City of Bisbee Police Department requesting authorization to access/connectivity to the Az. Dept. of Transportation database.

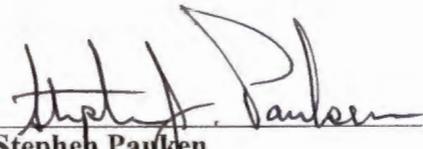
DISCUSSION: This agreement is to request access connectivity to the ALISS Database and/or AIDW ACIS of the Az. Dept. of Transportation. Allow specific access/connectivity to their database to assist the Dept. in submitting electronic crash records and to query/analyze crash data. This access / certification is to enhance and effectively incorporate TraCS into our patrol fleet for electronic traffic citations and traffic crash data reports. This agreement is for a 5 year term.

FISCAL IMPACT: -0-

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: 
Albert B. Echave
Chief of Police

Reviewed by: 
Stephen Paulsen
City Manager

DATA ACCESS / EXCHANGE AGREEMENT

ADOT File No: 21-0008257-I

Date:

Name of Department: Bisbee Police Department

Doing Business As: Bisbee Police Department

Business Address: 1 Hwy 92
Bisbee, AZ 85603

Mailing Address: Same as above

Telephone Number: 520.432.2261

BISBEE POLICE DEPARTMENT (AGENCY) hereby requests authorization for connectivity to the Arizona Department of Transportation's (ADOT or State) (check all that apply):

- ALISS Database to submit electronic crash records.
- ALISS Database to access and retrieve crash data.
- ACIS to query, analyze and retrieve crash data.

ADOT is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 28-363 and § 28-408.

Bisbee Police Department (AGENCY) is authorized to enter into this Agreement pursuant to A.R.S. § 48-572.

The AGENCY (as defined below) hereby requests authorization for connectivity to the ALISS Database and/or AIDW ACIS of the Arizona Department of Transportation, Transportation Systems Management and Operations Division (TSMO). The AGENCY's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the AGENCY and ADOT.

The AGENCY understands and agrees that it shall only access the ALISS Database and/or the AIDW ACIS in accordance with the terms and conditions set forth herein. If at any time ADOT believes the AGENCY is using such access in an unauthorized or unlawful manner, ADOT reserves the right, in its sole discretion, to immediately terminate this Agreement.

This Agreement complies with GITA Statewide Standard P740-S741, Standard 4.7.3.

Definitions

"ACIS" means the Arizona Crash Information System.

"ADOT" means the Arizona Department of Transportation.

"AGENCY" means **Bisbee Police Department**.

"Agreement" means this Data Access Exchange Agreement.

"ALISS" means the Accident Location, Identification and Surveillance System.

"Authorized individuals" means those persons who are employed or contracted by AGENCY to perform the activities authorized hereunder.

"Connectivity" means to make and/or maintain a computer connection with ADOT for the purpose of performing the activities authorized under this Agreement.

"Encrypt" means to scramble computerized information to secure data by using special algorithms for transmission or other purposes.

"Parties" means ADOT and the AGENCY, collectively.

"Party" means ADOT or the AGENCY, as the case may be.

"Personal Information" means information that identifies an individual, including without limitation an individual's name, photograph, social security number, driver license number, physical description, race, ethnic origin, sexual orientation, income, blood type, DNA code, fingerprints, marital status, religion, home address, home telephone number, education, financial matters, and medical or employment history readily identifiable to a specific individual but does not include information on vehicular accidents, driving violations, and driver's status.

"RACF" means Resource Access Control Facility, which is a software security product that protects information by controlling access to it.

"Secure location" means an area designated specifically for authorized individuals to access ADOT's database(s) and to which all unauthorized individuals shall be prohibited from entering.

"Sensitive Information" means any state information either in detail or aggregate that may be prejudicial or harmful to the state and its citizens.

Location of Activities

AGENCY may conduct authorized activities only at those locations which have been pre-approved by ADOT such as their place of business that adheres to the other guidelines outlined in this Agreement. ADOT reserves the right, in its sole discretion, to disapprove of location.

Equipment

AGENCY shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of ADOT, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

AGENCY shall provide a secure location for all computer equipment used to access ADOT's database(s).

AGENCY shall provide access to ADOT's ALISS Database and/or ACIS only to AGENCY personnel or contractors who are authorized individuals, and to no one else. If at any time ADOT believes that an authorized individual is using such access inappropriately, ADOT reserves the right to immediately terminate that individual's database access and/or to terminate AGENCY authorization under this Agreement.

AGENCY shall comply with all ADOT policies, procedures and directives regarding security and database access, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as AGENCY.

AGENCY must disclose and obtain ADOT approval of any existing and/or contemplated strategic alliances, partnerships, Intergovernmental Agreements or subcontracting arrangements that AGENCY has or will enter into which involve the processing and/or use of ADOT data acquired pursuant to this Agreement.

AGENCY, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of ADOT, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any personal or sensitive information which is connected or otherwise associated with or accessed pursuant to this Agreement, either during the term of this Agreement or subsequent to any termination of this Agreement.

AGENCY shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

AGENCY shall not utilize its computer connections with ADOT for any purpose other than the purpose(s) specified in the Addendum to this Agreement.

Network Security

AGENCY understands and agrees that any and all personal or sensitive information that it stores or transmits over external or public computer networks, such as the Internet, must be encrypted.

AGENCY computers that are permanently or intermittently connected to internal computer networks must have an ADOT approved, password-based, access control system in order to access ADOT's database(s). This requirement applies to computers with direct connections to data centers, as well as AGENCY "wide area network." Regardless of the network connections, all AGENCY computers which are used to access ADOT information must employ approved, password-based, access control systems.

All in-bound connections to AGENCY computers from external networks must also be protected. All access control systems must utilize user-identifications (i.e. RACF ID's) and passwords unique to each user, as well as user-privilege restriction mechanisms. Password sharing is prohibited.

Non-exclusivity

This Agreement shall not preclude ADOT from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as AGENCY.

Notification

AGENCY shall assign a contact person for problem resolution and notification of procedural changes. AGENCY shall advise ADOT within two business days of any change in its designated contact person. All notices or demands upon either Party shall be in writing and an original shall be delivered electronically, in person, or sent by mail, addressed as follows:

To ADOT at:

ADOT Crash Records Section
Custodian of State Crash Records
1615 W. Jackson Street, Mail Drop 064R
Phoenix, AZ 85007
Fax: 602.712.3488
Email: AZCrashFacts@azdot.gov

To AGENCY at:

Bisbee Police Department
Attn: Timothy Cox, Officer
1 Hwy 92
Bisbee, AZ 85603
520.353.5001
TCOX@BISBEEAZ.GOV

Bisbee Police Department
Attn: Jeffery Stuck, IT Consultant
1 Hwy 92
Bisbee, AZ 85603
800.400.7554
Jeffery.stuck@executech.com

Bisbee Police Department
Attn: Julie Delk, Admin Secretary
1 Hwy 92
Bisbee, AZ 85603
520.432.6056
JDELK@BISBEEAZ.GOV

Records

The AGENCY shall maintain a log or register of all ADOT records it requests and all ADOT records it obtains by virtue of the access provided herein. The AGENCY shall retain this log or register either manually or electronically for a period of five years after the date of request and receipt of the records. All other books, papers, records, data, and accounting records relating to this Agreement ("Records") shall be maintained by AGENCY for a period of five years, or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule. The Records shall be subject to inspection and audit by ADOT for five years after termination or completion of this Agreement. The Records shall be produced at the offices designated by ADOT.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with ADOT, except for data retrieved pursuant to this Agreement.

Compliance

AGENCY shall comply with all of the terms set forth in this Agreement, together with all applicable state statutes, rules, and regulations. AGENCY shall also comply with all relevant ADOT policies, procedures and directives that ADOT provides to AGENCY throughout the course of this Agreement. All AGENCY subcontractors

are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of AGENCY.

Non-compliance

If AGENCY fails to comply with the terms of this Agreement, or with any applicable law, rule or regulation, ADOT reserves the right to take any remedial action that it deems necessary and appropriate, including without limitation the suspension, cancellation, revocation, or termination of this Agreement. In case of a violation of law, the Agreement shall immediately terminate.

Amendment and Modification of Agreement

AGENCY shall review and approve in writing any modification of the Agreement. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement. AGENCY may submit a written request to ADOT if there are any changes it desires be made to the Agreement, and such a request shall be approved or denied at ADOT's sole discretion.

Termination

Either Party may terminate this Agreement for convenience or cause upon 30 days prior written notice to the other Party. Upon any termination of this Agreement, AGENCY shall, at ADOT's request, remove and deliver to TSMO all electronic data stored on any electronic storage devices and shall immediately return all other data and information received in connection herewith to ADOT.

Waiver/Severability

AGENCY agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Duration

This Agreement shall commence upon approval by the Division Director and execution by both Parties, and shall thereafter continue in effect for a term of five years, unless previously terminated or canceled as provided herein. Prior to expiration of this five year period, the Parties may mutually agree to extend the term of the Agreement for three, five-year extensions by entering into an amendment to this Agreement.

Liability

The AGENCY shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the AGENCY, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The AGENCY's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation shall apply to any negligence of the AGENCY which may be legally imputed to the State by virtue of this Agreement or the State's ownership of the databases. The AGENCY's obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability

ADOT (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; (c) assumes no liability for any errors or omissions within the Data Access Exchange. Parties hereby waive, relinquish, and release the State of Arizona and ADOT from any claim for damage or injury arising from any use of the Data Access Exchange or any information derived from it.

Mandatory Provisions for Arizona State Agencies

None of the provisions of the Agreement may be waived, changed or altered except with the mutual written consent of both Parties.

Except as permitted by law and provided by this Agreement, ADOT is not authorized to indemnify the AGENCY.

The AGENCY acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

This Agreement shall be governed by and construed in accordance with Arizona laws.

This Agreement may be cancelled in accordance with A.R.S. § 38-511.

This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

Non-Availability of Funds: Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

Joint Venturer – Except as otherwise provided by law, in the performance of duties and activities under this Agreement, the Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall remain responsible for the supervision of their respective staff and students and shall maintain adequate insurance coverage as required by law.

AGENCY assigns to ADOT any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third Parties to AGENCY toward fulfillment of this Agreement.

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Certification

On behalf of AGENCY identified below, the undersigned hereby request approval of this Agreement. The undersigned certifies that all of the information set forth herein by AGENCY is true and accurate, and that any records or information obtained from ADOT's database(s) and system(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. The undersigned further certifies that the undersigned have the authority to execute this Agreement on behalf of AGENCY. The undersigned understands that the AGENCY must abide by the provisions of this Agreement if approved by the Division Director and executed by both Parties.

BISBEE POLICE DEPARTMENT

By _____ on _____
KEN BUDGE Date
Mayor

ATTEST:

By _____ on _____
ALBERT ECHAVE Date
Chief of Police

By _____ on _____
JOSEPH ESTES Date
City Attorney

By _____ on _____
ASHLEE CORONADO Date
City Clerk

FOR ADOT USE ONLY

Received by _____ on _____
TIMOTHY JORDAN Date
AzTraCS Program Coordinator

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by Bisbee Police Department pursuant to this Agreement (including the attached Addendum) is hereby approved.

ARIZONA DEPARTMENT OF TRANSPORTATION
Transportation Systems Management and Operations

By _____ on _____
BRENT A. CAIN, PE Date
Division Director

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to A.R.S. §§28-401 et seq. and with GITA Statewide Standard P740-S741, Standard 4.7.3, as part of the foregoing Data Access / Exchange Agreement between the Arizona Department of Transportation (ADOT) and the Bisbee Police Department(AGENCY).

Subject to ADOT's right to terminate as set forth in this Agreement:

- I. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ALISS Database via approved direct program-to-program interactions over an approved persistent connection and to thereby submit electronic crash records information contained in such databases according to the terms and conditions stated in this Agreement. Electronic crash records shall be submitted no more than once per day.
- II. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ALISS Database via an approved secure gateway and with two-factor authentication to retrieve pertinent crash records data including vehicle information according to the terms and conditions stated in this Agreement.
- III. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ACIS via an approved secure gateway and with user identifications and passwords unique to each user to run queries and retrieve crash data strictly for the purposes of safety analysis and in accordance with the terms and conditions stated in this Agreement. Data query and retrieval may be done on an as-needed basis.

The foregoing Agreement and Addendum are mutually agreed to:

BISBEE POLICE DEPARTMENT

ARIZONA DEPARTMENT OF TRANSPORTATION
Transportation Systems Management and Operations

By _____ on _____
KEN BUDGE Date
Mayor

By _____ on _____
BRENT A. CAIN, PE Date
Division Director

ATTEST:

By _____ on _____
ALBERT ECHAVE Date
Chief of Police

By _____ on _____
JOSEPH ESTES Date
City Attorney

By _____ on _____
ASHLEE CORONADO Date
City Clerk