

AGENDA

AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, MARCH 19, 2024, 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 Juanetta Hill, 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
Matthew Gurney, Public Works Director
Logan Dodd, Operations Manager
Tim Cox, Police Chief
Jay Ritchie, Deputy Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY

Joseph Estes

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Update on the Main Street Fire

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 Minutes of the Regular Session of Mayor and Council held on Tuesday, February 20, 2024.
Ashlee Coronado, City Clerk
- B. Approval of the Minutes of the Regular Session of Mayor and Council held on Tuesday, March 5, 2024.
Ashlee Coronado, City Clerk
- C. Acceptance of the Resignation of Renee Harper from the Committee on Disability Issues.
Ashlee Coronado, City Clerk
- D. Acceptance of the Resignation of Craig Emanuel from the Police and Fire Advisory Committee.
Ashlee Coronado, City Clerk
- E. Acceptance of the Resignation of Tom Patterson from the Police and Fire Advisory Committee.
Ashlee Coronado, City Clerk
- F. Approval of a Special Event Liquor License Application Submitted for an Event to be held at the Jonquil Motel on Saturday, April 20, 2024 from 9:00am to 9:00pm; Laurie Marie McKenna, Applicant.
Ashlee Coronado, City Clerk

OLD BUSINESS

NEW BUSINESS

- 3. Discussion and Possible Approval of the Recommendation from the Bisbee Arts Commission to fund a Grant Application for “Community Clay Scholarships & Potter Wheel” submitted by Ms. Tonay Borgeson in the amount of \$500.00 from the Bisbee Arts Commission Fund.
Leslie Johns, Bisbee Arts Commission Council Liaison
- 4. Discussion and Possible Approval of the Recommendation from the Bisbee Arts Commission to fund a Grant Application for “Tamla Turtle Triplicated” submitted by Ms. Tamela (Turtle) Willsey in the amount of \$500.00 from the Bisbee Arts Commission Fund.
Leslie Johns, Bisbee Arts Commission Council Liaison
- 5. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-13; Repealing Ordinance O-09-03 and Abolishing the Streets and Infrastructure Committee; Amending the Zoning Code, Article 2 Officials, Boards and Commissions, Section 2.3 Planning and Zoning Commission, Subsection 2.3.2 Powers and Duties, Adding a New Subsection G providing for Additional Duties; providing a Housing Impact Statement for the Zoning Code text Amendment; providing for the Repeal of Conflicting Ordinances; providing for Severability.
Ken Budge, Mayor
- 6. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-14; Amending the City Code by repealing Chapter 7 Building, Article 7.14, Boards of Appeal, and Replacing it with a New Article 7.14 Entitled “Building Advisory Board of Appeals”; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.
Xavier Rodriguez, Building Inspector / Code Enforcement

7. Discussion and Possible Approval of the Cost Allocation Policy.
Keri Bagley, Finance Director
8. Discussion and Possible Approval to have Classic Pools Inc complete structural repairs to pool floor and walls.
Matthew Gurney Public Works Director
9. Discussion and Possible Approval of the Kimley Horn Standard Client Agreement for the section of the Bikeway Project.
Matthew Gurney, Public Works Director
10. Discussion and Possible Approval to enter into a Joint Grant Management Agreement between Bisbee Bikeways and the City of Bisbee for joint management of the EDA ARPA grant awarded for the Lavender Pit shared use path.
Matthew Gurney, Public Works Director
11. Discussion and Possible Approval of funding for the Bisbee Community Connection Feasibility Study grant match in the amount of \$11,480.00.
Ken Budge, Mayor
12. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-15, accepting the transfer of real property from Southeast Arizona Renovations LLC, located at 111 E Street, Bisbee.
Melissa Hartman, City Planner
13. Discussion on the current grants received and grants that have been applied for to include discussion on grants writers.
Stephen Pauken, City Manager
14. City Manager's Report:

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

- Councilmember Johns would like to comment on Councilmember Giacomino's time on Council.

ADJOURNMENT:

Pursuant to A.R.S. § 38-431.02(H), The public will have physical access to Council Chambers 20 minutes before the meeting is scheduled to begin.

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-761114	UNLEADED FUEL	03/04/2024	8,426.58	.00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLEUM	SEN-761114	DIESEL FUEL	03/04/2024	3,692.34	.00	
10-2020802 DEFERRED COMPENSATION PAYABLE							
1623	NATIONWIDE RETIREMENT SO	24-0302	EE&ER Fire Department 56173 C	03/05/2024	2,515.61	2,515.61	03/07/2024
1623	NATIONWIDE RETIREMENT SO	24-0302	EE&ER City of Bisbee Contributio	03/05/2024	5,713.51	5,713.51	03/07/2024
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	PPE 03-02-202	Police union dues for PPE 03/02/2	03/05/2024	135.00	135.00	03/07/2024
1147	BISBEE FIREFIGHTERS LOCAL	PPE 03-02-202	Fire Union Dues for PPE 03/02/20	03/05/2024	371.54	371.54	03/07/2024
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
3271	SUPPORT PAYMENT CLEARING	24-0302	Child Support Payments for PPE	03/05/2024	683.88	683.88	03/07/2024
10-34-10880 PARKS USE PERMIT							
1120	RABI BENZOIN SHEMTOV	24-0306	PERPIT #51-23 REFUND DEPOS	03/06/2024	50.00	.00	
Total :					21,588.46	9,419.54	
FINANCE DEPARTMENT							
10-52-34000 CONTRACT SERVICES							
6954	ARIZONA WATER COMPANY	24-0307	Water Reports - February 2024	03/07/2024	125.00	125.00	03/12/2024
1181	PEREGRINE CORP.	0005646	UTILITY CARD BILLS 0227	02/29/2024	1,278.09	.00	
Total FINANCE DEPARTMENT:					1,403.09	125.00	
CITY CLERK							
10-53-42040 ADVERTISING							
1153	BISBEE OBSERVER	10070	ORDINANCE O-24-01	02/29/2024	188.04	.00	
Total CITY CLERK:					188.04	.00	
COMMUNITY DEVELOPMENT							
10-54-22550 SEWER & GARBAGE - SHELTER							
1225	BISBEE PUBLIC WORKS	66	TOVREAVILLE RD-ANIMAL SHE	03/01/2024	64.97	64.97	03/04/2024
10-54-42040 ADVERTISING							
1153	BISBEE OBSERVER	10071	NOTICE OF PUBLIC HEARING	02/29/2024	30.78	.00	
1153	BISBEE OBSERVER	10072	CDBG NOTICE OF PUBLIC HEA	02/29/2024	218.26	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
3163	AZ STATE PRISON CMLPX-DOU	D17154620240	AS-LABOR	02/28/2024	32.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17154620240	AS-MILEAGE	03/05/2024	45.38	.00	
Total COMMUNITY DEVELOPMENT:					391.39	64.97	
ADMINISTRATION & GENERAL GOV'T							
10-55-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	76 ERIE ST-CITY HALL	03/01/2024	416.88	416.88	03/04/2024
1225	BISBEE PUBLIC WORKS	66	TOVREAVILLE RD-CHAMBERS	03/01/2024	45.44	45.44	03/04/2024
10-55-24000 PHONES							
1791	CENTURY LINK QCC	676810488	LONG DISTANCE/#72745186	02/24/2024	18.90	18.90	03/04/2024
10-55-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-030	FY24 4TH QTR LIABILITY INS - A	03/04/2024	37,480.85	37,480.85	03/07/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ADMINISTRATION & GENERAL GOVT:					37,962.07	37,962.07	
LEGAL SERVICES							
10-57-34000 CONTRACT SERVICES							
6849	PIERCE COLEMAN PLLC	28054	GENERAL LEGAL SERVICE - FE	03/06/2024	12,696.00	.00	
Total LEGAL SERVICES:					12,696.00	.00	
INFORMATION SYSTEMS							
10-59-24001 INTERNET ACCESS							
4059	SPARKLIGHT	24-0223/CH-1	Internet Svc-City Hall /76 Erie St.-	02/27/2024	286.91	286.91	03/04/2024
10-59-31000 PROFESSIONAL FEES							
6343	EXECUTECH PHOENIX	31370	RECURRING PRODUCTS MONT	02/29/2024	1,192.92	.00	
6343	EXECUTECH PHOENIX	31381	IT SERVICES AGREEMENT	03/01/2024	4,637.49	.00	
Total INFORMATION SYSTEMS:					6,117.32	286.91	
POLICE DEPARTMENT							
10-62-12500 RECRUITMENT/EMPLOYEE TESTING							
1510	OCCUPATIONAL HEALTH CENT	161516613	AZPOST DRUG SCRNNNG-GLAN	02/22/2024	237.00	.00	
10-62-13400 EDUCATION & TRAINING							
5532	COCHISE COLLEGE-BUSINESS	25523	POLICE ACADEMY TUITION-TO	02/27/2024	4,060.00	.00	
10-62-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	35 HWY 92-POLICE	03/01/2024	159.09	159.09	03/04/2024
10-62-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001417369	1 W. HWY 92 - Police #91000141	02/28/2024	408.03	408.03	03/04/2024
10-62-34000 CONTRACT SERVICES							
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23H66W	03/05/2024	977.70	977.70	03/12/2024
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23H672	03/05/2024	980.28	980.28	03/12/2024
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23H66X	03/05/2024	984.95	984.95	03/12/2024
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23H66S	03/05/2024	994.45	994.45	03/12/2024
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23H673	03/05/2024	980.28	980.28	03/12/2024
1137	GEN-TECH	02-102427-1	REPAIR & MAINTENANCE-GEN	03/05/2024	1,665.51	.00	
6172	MMPC	137324	PD-PEST CONTROL	03/05/2024	45.00	.00	
10-62-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D17192120240	PD-LABOR	02/28/2024	30.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17192120240	PD-MILEAGE	03/05/2024	25.51	.00	
10-62-45300 CUSTODIAL SUPPLIES							
4672	WAXIE SANITARY SUPPLY	82312986	CUSTODIAL SUPPLIES	02/28/2024	48.15	.00	
10-62-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	207997	SUPPLIES	03/05/2024	13.09	.00	
1110	ENTERPRISE FM TRUST	FBN4986151	Finance charge-23H66S, 23H66W	03/05/2024	73.48	73.48	03/12/2024
10-62-46624 MOVING, TOWING, STORAGE EXP							
7000	BARNETT'S TOWING, LLC	475404	TOWING SERVICES/B24-1020	02/24/2024	210.00	.00	
7000	BARNETT'S TOWING, LLC	475407	TOWING SERVICES/B24-1032	02/24/2024	210.00	.00	
7000	BARNETT'S TOWING, LLC	476393	TOWING SERVICES/B24-0964	02/21/2024	210.00	.00	
7000	BARNETT'S TOWING, LLC	476433	TOWING SERVICES/B24-1090	02/28/2024	210.00	.00	
7000	BARNETT'S TOWING, LLC	476475	TOWING SERVICES/B24-1093	02/29/2024	210.00	.00	
10-62-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	334603	AUTO PARTS-B8	03/04/2024	81.67	.00	
6536	BISBEE NAPA AUTO PARTS	334768	AUTO PARTS-B14	03/06/2024	138.03	.00	
Total POLICE DEPARTMENT:					12,952.22	5,558.26	
FIRE DEPARTMENT							
10-64-12300 UNIFORMS & CLOTHING							
7093	CAMPILLO, GUSTAVO	24-0301	UNIFORM REIMBURSEMENT	03/01/2024	59.79	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6436	GALLS, LLC	027166077	UNIFORM ALLOWANCE FOR G	02/22/2024	321.35	.00	
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	4361690000-0	645 Tombstone Cyn Sta 2 - #4361	03/06/2024	224.12	224.12	03/12/2024
10-64-22000 WATER							
1106	ARIZONA WATER COMPANY	03102028351-	Bisbee Fire Station 2 - #031-02-0	03/05/2024	30.35	30.35	03/12/2024
10-64-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	645 TOMBSTONE CYN-STATION	03/01/2024	120.37	120.37	03/04/2024
1225	BISBEE PUBLIC WORKS	66	192 HWY 92-FIRE STATION #1	03/01/2024	120.37	120.37	03/04/2024
10-64-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001898098	192 Highway 92 - Fire #9100018	02/28/2024	426.31	426.31	03/04/2024
10-64-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	24-0323-1/FS1	Internet Svc-Fire Station 1-10126	03/01/2024	74.74	74.74	03/12/2024
10-64-34000 CONTRACT SERVICES							
2542	FIRE PROGRAMS	245244	ANNUAL SUPPORT & UPDATE S	03/01/2024	1,117.00	.00	
5710	XEROX CORPORATION	020840189	FEBRUARY COPY MACHINE	03/01/2024	108.41	.00	
10-64-45300 CUSTODIAL SUPPLIES							
4672	WAXIE SANITARY SUPPLY	82330746	CLEANING SUPPLIES FOR STA	03/07/2024	529.54	.00	
10-64-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	40589	BRASS TACKS 40PK	02/29/2024	5.59	.00	
2161	EAGLE ENGRAVING, INC	2024-1841	COMMAND BOARD AND TAGS	02/28/2024	379.00	.00	
2041	JAGUAR FITNESS ELITE	929	GYM MEMBERSHIP FOR FIRE D	03/01/2024	380.00	.00	
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDICAL, LLC	85258221	MEDICAL SUPPLIES	02/22/2024	21.79	.00	
1321	BOUND TREE MEDICAL, LLC	85259516	MEDICAL SUPPLIES	02/23/2024	1,275.90	.00	
1321	BOUND TREE MEDICAL, LLC	85259517	MEDICAL SUPPLIES	02/23/2024	403.72	.00	
1321	BOUND TREE MEDICAL, LLC	85260849	MEDICAL SUPPLIES	02/26/2024	111.19	.00	
6447	MED-TECH RESOURCES INC.	145979	EZ IO NEEDLE SET 15MM 15G P	01/24/2024	828.00	.00	
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	334893	EMERGENCY LIGHT BULBS	03/07/2024	14.38	.00	
Total FIRE DEPARTMENT:					6,551.92	996.26	
CEMETERY							
10-70-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	DOUGLAS ST-CEMETARY	03/01/2024	64.97	64.97	03/04/2024
Total CEMETERY:					64.97	64.97	
BUILDING & MAINTENANCE							
10-74-34000 CONTRACT SERVICES							
4415	CULLIGAN OF TUCSON	112X55818504	POST OFFICE-DRINKING WATE	02/29/2024	86.60	.00	
6172	MMPC	137185	AS-PEST CONTROL	03/01/2024	50.00	.00	
6172	MMPC	137323	CITY HALL-PEST CONTROL	03/05/2024	110.00	.00	
10-74-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D17102202402	BM-LABOR	02/28/2024	50.00	.00	
10-74-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HARDWARE	208026	STEEL MORTAR HOE	03/06/2024	37.06	.00	
10-74-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	40559	BLK DIAMOND LINE	02/27/2024	93.56	.00	
10-74-50100 BLDG REPAIR & MAINT							
1862	B&D LUMBER & HARDWARE	207853	PB TYLO PRIVACY KNOB	02/26/2024	11.69	.00	
1862	B&D LUMBER & HARDWARE	207888	BLK PET SCREEN	02/28/2024	41.93	.00	
1862	B&D LUMBER & HARDWARE	207908	SCREEN SPLINE, SCREEN KIT	02/28/2024	20.96	.00	
1862	B&D LUMBER & HARDWARE	207924	PREMIX CONCRETE, PALLET C	02/29/2024	214.87	.00	
1862	B&D LUMBER & HARDWARE	207935	PREMIX CONCRETE, PALLET C	02/29/2024	135.47	.00	
1862	B&D LUMBER & HARDWARE	207952	CREDIT	02/29/2024	29.59-	.00	
1862	B&D LUMBER & HARDWARE	207986	5PK SCREWDRIIVER BIT, RED D	03/04/2024	101.22	.00	
1862	B&D LUMBER & HARDWARE	208018	1LB PP INTERIOR, PREMIX CO	03/06/2024	167.10	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1862	B&D LUMBER & HARDWARE	208026	PALLET CONCRETE, KWIK MIX	03/06/2024	49.81	.00	
1862	B&D LUMBER & HARDWARE	208050	VENT HOOD LVRD BRN	03/07/2024	13.16	.00	
1862	B&D LUMBER & HARDWARE	208055	REBAR GRADE 40	03/07/2024	50.41	.00	
10-74-50102 HILLCREST EXPENSE							
1862	B&D LUMBER & HARDWARE	207829	SCREWS	02/26/2024	3.51	.00	
Total BUILDING & MAINTENANCE:					1,207.76	.00	
PUBLIC WORKS ADMINISTRATION							
10-75-13100 BUSINESS TRAVEL							
5948	VALDEZ, LORENA	24-0228	MILEAGE REIMBURSEMENT - P	02/28/2024	156.50	.00	
10-75-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	404 BISBEE RD-PUBLIC WORK	03/01/2024	96.81	96.81	03/04/2024
10-75-34000 CONTRACT SERVICES							
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23L7B3	03/05/2024	106.37	106.37	03/12/2024
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23L79J	03/05/2024	106.37	106.37	03/12/2024
5710	XEROX CORPORATION	020840187	PW-BASE CHARGE	03/01/2024	99.54	.00	
10-75-46000 OPERATIONAL EXPENSES							
1110	ENTERPRISE FM TRUST	FBN4986151	Finance charge - 23L7B3	03/05/2024	1.60	1.60	03/12/2024
1110	ENTERPRISE FM TRUST	FBN4986151	Finance charge - 23L79J	03/05/2024	1.60	1.60	03/12/2024
Total PUBLIC WORKS ADMINISTRATION:					568.79	312.75	
GARAGE							
10-77-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	TOVREAVILLE RD-GARAGE	03/01/2024	103.69	103.69	03/04/2024
10-77-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002351879	4 Tovreaville Rd. 50% Garage	02/28/2024	548.98	548.98	03/04/2024
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4184751917	UNIFORMS	02/28/2024	45.61	.00	
7060	CINTAS	4185473067	UNIFORMS	03/06/2024	45.61	.00	
7060	CINTAS	9261973589	WATERBREAK COOLER AGREE	03/01/2024	53.21	.00	
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23L79J	03/05/2024	212.73	212.73	03/12/2024
10-77-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4184751915	JANITORIAL SUPPLIES	02/28/2024	12.07	.00	
7060	CINTAS	4185473144	JANITORIAL SUPPLIES	03/06/2024	12.07	.00	
10-77-46000 OPERATIONAL EXPENSES							
1110	ENTERPRISE FM TRUST	FBN4986151	Finance charge - 23L79J	03/05/2024	3.19	3.19	03/12/2024
Total GARAGE:					1,037.16	868.59	
BUILDING INSPECTOR							
10-79-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	357673126001	PRO WRLS KB MOUSE COMBO	03/06/2024	69.27	.00	
Total BUILDING INSPECTOR:					69.27	.00	
PARKS							
10-80-22000 WATER							
1106	ARIZONA WATER COMPANY	03102062101-	Garfield Park TC- Parks-#031-02-	03/05/2024	67.42	67.42	03/12/2024
10-80-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	TOMBSTONE CYN-GARFIELD P	03/01/2024	28.17	28.17	03/04/2024
1225	BISBEE PUBLIC WORKS	66	1 QUALITY HILL-POOL	03/01/2024	77.20	77.20	03/04/2024
1225	BISBEE PUBLIC WORKS	66	VISTA PARK	03/01/2024	64.97	64.97	03/04/2024
1225	BISBEE PUBLIC WORKS	66	5 COPPER PLAZA-PARK MAIN S	03/01/2024	77.20	77.20	03/04/2024
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4184751879	UNIFORMS	02/28/2024	31.18	.00	
7060	CINTAS	4185473175	UNIFORMS	03/06/2024	31.18	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1893	LAL ENTERPRISES, INC	63926	TOILET SERVICE	02/29/2024	124.75	.00	
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D17192020240	PK-LABOR	02/28/2024	60.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17192020240	PK-MILEAGE	03/05/2024	230.07	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17478520240	PK-MILEAGE	02/27/2024	141.51	.00	
10-80-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HARDWARE	207851	LINE MARKER W/FRAME, PLAS	02/26/2024	52.33	.00	
1862	B&D LUMBER & HARDWARE	207854	ACETONE, BLOCK WIRE BRUS	02/26/2024	18.40	.00	
1862	B&D LUMBER & HARDWARE	207870	BLK DUCT TAPE	02/27/2024	10.83	.00	
10-80-45200 SAFETY EQUIP & SUPPLIES							
3434	CENTERLINE SUPPLY, INC.	ORD0107158	SECURITY SIGNS	03/06/2024	614.72	.00	
10-80-45300 CUSTODIAL SUPPLIES							
1199	ULINE	174651780	TOILET TISSUE	02/20/2024	216.35	.00	
10-80-46802 LANDSCAPING MATERIALS							
1659	ACE HARDWARE	40597	COMPRESSION COUPLER	03/04/2024	2.22	.00	
1659	ACE HARDWARE	40602	LANDSCAPE FABRIC, KILLZALL	03/04/2024	123.68	.00	
1659	ACE HARDWARE	40610	LANDSCAPE FABRIC	03/05/2024	19.85	.00	
1862	B&D LUMBER & HARDWARE	207869	COIPLING COMP, COUP RDCN	02/27/2024	9.89	.00	
1862	B&D LUMBER & HARDWARE	207914	COUPLING COMP	02/28/2024	4.65	.00	
Total PARKS:					2,006.57	314.96	
SWIMMING POOL							
10-81-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	40596	MAGNUM PADLOCK	03/04/2024	11.22	.00	
Total SWIMMING POOL:					11.22	.00	
LIBRARY							
10-83-13100 BUSINESS TRAVEL							
7026	GRETCHEN HILL	24-0229	MILEAGE REIMBURSEMENT-PI	02/29/2024	148.74	.00	
10-83-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	6 MAIN ST-LIBRARY	03/01/2024	120.37	120.37	03/04/2024
10-83-34000 CONTRACT SERVICES							
5954	IRONHAWK ELEVATOR, LLC	ACO-072516	MONTHLY ELEVATOR MAINTEN	03/04/2024	120.20	.00	
1499	RICOH USA, INC	5069084243	PRINTER CHARGES	03/04/2024	52.80	.00	
5710	XEROX CORPORATION	020840186	PUBLIC COPIER MONTHLY LEA	03/01/2024	54.44	.00	
10-83-41500 OFFICE SUPPLIES							
4926	AMAZON CAPITAL SERVICES	1LM3-MGCN-6	LIBRARY SUPPLIES	03/01/2024	62.17	.00	
4926	AMAZON CAPITAL SERVICES	1R4M-KTY-9	LIBRARY SUPPLIES	03/01/2024	159.80	.00	
4926	AMAZON CAPITAL SERVICES	1YCQ-M9D1-7	LIBRARY SUPPLIES	03/01/2024	64.94	.00	
10-83-46831 BOOKS							
4926	AMAZON CAPITAL SERVICES	17DR-VKNN-7	BOOKS	03/01/2024	723.78	.00	
10-83-46832 AUDIO VISUAL MATERIAL							
4926	AMAZON CAPITAL SERVICES	1WYW-7MPW-	DVD'S	03/01/2024	180.76	.00	
Total LIBRARY:					1,688.00	120.37	
SENIOR CITIZENS CENTER							
10-85-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	COLLINS RD-SENIOR CENTER	03/01/2024	77.20	77.20	03/04/2024
10-85-34085 COORDINATOR CONTRIBUTIONS							
3188	BISBEE SENIOR ASSOCIATION	142	Monthly Invoice - March 2024	03/04/2024	616.63	616.63	03/04/2024
Total SENIOR CITIZENS CENTER:					693.83	693.83	
CONTINGENCY							

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-99-99100 UNASSIGNED EXPENSES							
2162	GERVASIO & ASSOC., INC.	36388	FORENSIC SVCS MAIN ST. FIRE	02/29/2024	7,966.10	.00	
Total CONTINGENCY:					7,966.10	.00	
Total GENERAL FUND:					115,164.18	56,788.48	
GENERAL GOVERNMENT GRANTS							
GRANT EXP - GENERAL GOVT							
11-40-22803 EPA HILLCREST GRANT							
6036	AZ DEPT OF ENVIRONMENTAL	24-0301	ADEQ APPLICATION FEES	03/01/2024	2,000.00	2,000.00	03/04/2024
Total GRANT EXP - GENERAL GOVT:					2,000.00	2,000.00	
Total GENERAL GOVERNMENT GRANTS:					2,000.00	2,000.00	
CAMP NACO							
19-40-13100 BUSINESS TRAVEL-MELLON GRANT							
1922	NORMAND, MICHAEL	24-0301	BUSINESS-RELATED MILEAGE	03/01/2024	138.02	.00	
2067	SMITH, TARYN	24-0301	BUSINESS REALTED MILEAGE	03/01/2024	43.75	.00	
19-40-21000 ELECTRIC-MELLON GRANT							
1097	AZ PUBLIC SERVICE (2 of 3)	8850052975-0	2118 Newell St. Temp - Camp Nac	03/06/2024	27.27	27.27	03/12/2024
19-40-31000 PROFESSIONAL FEES-MELLON GRANT							
2113	ALEXANDER CARRILLO CONSU	3674	GOVERNANCE CONSULTING, L	03/01/2024	5,500.00	.00	
1331	DESERT ARCHAEOLOGY, INC.	23-202-1	ARCHAEOLOGY SERVICES	01/31/2024	9,994.01	.00	
1920	MARK COSTA	24-0226	ACTIVITIES IN ADDITION TO CO	02/26/2024	919.45	919.45	03/07/2024
1920	MARK COSTA	24-0311	MARKETING ACTIVITIES IN AD	03/11/2024	582.75	582.75	03/14/2024
1872	R. BROOKS JEFFERY	014	STRATEGIC PLANNING & CONS	03/05/2024	10,500.00	10,500.00	03/05/2024
19-40-34000 CONTRACT SERVICES-MELLON GRANT							
1893	LAL ENTERPRISES, INC	63926	TOILET SERVICE	02/29/2024	94.50	.00	
19-40-41500 OFFICE SUPPLIES-MELLON GRANT							
6340	ODP BUSINESS SOLUTIONS, LL	355690420001	LABLS, SIGNATURE FLAGS, HA	02/28/2024	41.42	.00	
19-40-42040 ADVERTISING-MELLON GRANT							
1153	BISBEE OBSERVER	10091	AD PLACEMENT - CAMP NACO	02/29/2024	155.25	.00	
1145	HERALD/REVIEW MEDIA	0224565431	LIFE IN COCHISE ADVERTISEM	02/28/2024	872.51	.00	
1145	HERALD/REVIEW MEDIA	0224565431	MONTH OF WEEKLY AD PLACE	02/28/2024	284.90	.00	
19-40-46801 REC PROG/SPECIAL EVENTS-MELLON							
1659	ACE HARDWARE	40639	EXTENSION CORD 100', PLASTI	03/07/2024	143.15	.00	
19-40-92000 CONSTRUCTION COSTS-MELLON							
6889	VERHELST RECOVERY HOUSE	15085	SCREEN WINDOWS WEST QUA	02/29/2024	140.00	140.00	03/14/2024
Total :					29,436.98	12,169.47	
19-45-42060 INVENTORIED TOOLS-STATE GRANT							
1659	ACE HARDWARE	40587	SOCKET SET, VISE GRIPS, CRE	02/29/2024	66.72	.00	
19-45-45100 DISPOSABLE EQUIP/TOOLS-STATE							
1659	ACE HARDWARE	40587	STAPLES FOR WINDOW SCREE	02/29/2024	3.42	.00	
19-45-92000 CONSTRUCTION COSTS-STATE							
1659	ACE HARDWARE	40532	CEDAR MULCH AND CONCRET	02/22/2024	69.25	.00	
1659	ACE HARDWARE	40584	BARTIE TWSTFOR BAT/OWL MI	02/29/2024	131.81	.00	
6889	VERHELST RECOVERY HOUSE	15057	INSTALL 2 OWL BOX FOOTERS	02/22/2024	280.00	280.00	03/14/2024
6889	VERHELST RECOVERY HOUSE	15085	SCREEN WINDOW WEST QUAD	02/29/2024	140.00	140.00	03/14/2024
Total :					691.20	420.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CAMP NACO:					30,128.18	12,589.47	
TRANSIENT ROOM TAX							
FUND EXPENDITURES							
20-40-34000 CONTRACT SERVICES							
1532	CITY OF SIERRA VISTA	4779	CTEC CONTRIBUTION	02/14/2024	15,000.00	.00	
1792	WELCOME NEWCOMERS, INC	8829	WELCOME NEWCOMERS PACK	03/01/2024	50.00	.00	
Total FUND EXPENDITURES:					15,050.00	.00	
Total TRANSIENT ROOM TAX:					15,050.00	.00	
STREETS							
FUND EXPENDITURES							
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1032111000-02	Az Street St Lights #1032111000	02/28/2024	5,472.15	5,472.15	03/04/2024
1879	AZ PUBLIC SERVICE (3 of 3)	AR0480009297	STREETLIGHT BILLING - JANUA	02/12/2024	1,738.70	.00	
21-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002351879	25% Streets	02/28/2024	274.49	274.49	03/04/2024
21-40-34000 CONTRACT SERVICES							
7060	CINTAS	4184751977	UNIFORMS	02/28/2024	87.71	.00	
7060	CINTAS	4185473232	UNIFORMS	03/06/2024	87.71	.00	
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23L79J	03/05/2024	212.73	212.73	03/12/2024
21-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D17520720240	ST-LABOR	02/28/2024	200.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17520720240	ST-MILEAGE	03/05/2024	239.86	.00	
21-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-030	FY24 4TH QTR LIABILITY INS - S	03/04/2024	13,451.75	13,451.75	03/07/2024
21-40-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HARDWARE	207896	LOOP ACTION HOE, 54' WD LO	02/28/2024	126.75	.00	
1862	B&D LUMBER & HARDWARE	207955	BOW RAKE, RD SHOVELS	02/29/2024	60.44	.00	
21-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	40578	MARKING PAINT	02/29/2024	14.95	.00	
1659	ACE HARDWARE	40599	DWNSPT 3"x4"x10 WHT GUTTE	03/04/2024	32.73	.00	
1862	B&D LUMBER & HARDWARE	207846	PREMIX CONCRETE	02/26/2024	10.59	.00	
1862	B&D LUMBER & HARDWARE	207866	ENGINE OIL	02/27/2024	30.67	.00	
1862	B&D LUMBER & HARDWARE	207893	MOTO MIX HIGH PERF OIL GL	02/28/2024	40.43	.00	
1862	B&D LUMBER & HARDWARE	208022	PREM GN DOUG FIR	03/06/2024	4.70	.00	
1110	ENTERPRISE FM TRUST	FBN4986151	Finance charge - 23L79J	03/05/2024	3.19	3.19	03/12/2024
21-40-55100 REPAIR & MAINT - OTHER							
1659	ACE HARDWARE	40609	ELBOW, CEMENT, PIPE	03/05/2024	73.05	.00	
1659	ACE HARDWARE	40617	CREDIT	03/06/2024	4.67-	.00	
Total FUND EXPENDITURES:					22,157.93	19,414.31	
Total STREETS:					22,157.93	19,414.31	
BISBEE ARTS COMMISSION							
FUND EXPENDITURES							
42-40-10530 GRANTS							
1971	TAMELA SUSANNE WILLSEY	24-0305	BAC-GRANT FUNDING CYCLE	03/05/2024	500.00	.00	
6699	TONYA BORGESON	24-0305	BAC-GRANT FUNDING CYCLE	03/05/2024	500.00	.00	
42-40-42060 BAC EVENTS							
6450	CAFE ROKA	24-0313	FOOD & BEVERAGE, ROOM FE	03/13/2024	1,250.00	.00	
1174	TRACY TAYLOR	24-0124	ITEMS FOR REIMBURSEMENT	01/24/2024	194.20	.00	
42-40-46000 OPERATIONAL EXP							
6930	ANGELA ROCKEFELLER	24-0124	DOLLAR TREET-ITEMS FOR REI	01/24/2024	31.48	.00	
6930	ANGELA ROCKEFELLER	24-0207	SAFEWAY-PAPER BAGS FOR CI	02/07/2024	3.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FUND EXPENDITURES:					2,479.67	.00	
Total BISBEE ARTS COMMISSION:					2,479.67	.00	
HOUSING INITIATIVE							
45-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0043193712-0	111 E Street Saginaw #00431937	02/26/2024	83.68	83.68	03/04/2024
1097	AZ PUBLIC SERVICE (2 of 3)	3234473109-0	112 Nighthawk #3234473109	03/06/2024	42.52	42.52	03/12/2024
45-40-22000 WATER							
1106	ARIZONA WATER COMPANY	03120017406-	112 Nighthawk Ave #0312001740	02/26/2024	26.87	26.87	03/04/2024
Total :					153.07	153.07	
Total HOUSING INITIATIVE:					153.07	153.07	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	9662440000-0	Bisbee Junction Hill - Airport #96	02/23/2024	225.41	225.41	03/04/2024
50-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	AIRPORT RD-AIRPORT	03/01/2024	16.00	16.00	03/04/2024
50-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001898040	Bisbee JcT - Airport Rd #9100018	02/28/2024	209.72	209.72	03/04/2024
Total FUND EXPENDITURES:					451.13	451.13	
Total AIRPORT FUND:					451.13	451.13	
POLICE SPECIAL REVENUE& GRANTS							
FUND EXPENDITURES							
53-40-30009 PD FY23 DEMA GRANT							
4304	DURHAM COMMUNICATIONS, I	BISBEE 2024-	19 KENWOOD VIKING TRI-BAN	03/12/2024	144,857.36	144,857.36	03/12/2024
Total FUND EXPENDITURES:					144,857.36	144,857.36	
Total POLICE SPECIAL REVENUE& GRANTS:					144,857.36	144,857.36	
SEWER FUND							
54-1019900 CLEARING ACCT--SEWER/TRASH A/R							
7022	DALE MILLER	24-0306	REFUND OF ACCT 103.600036.0	03/06/2024	18.62	.00	
2109	MARY ANNE HALE	24-0304	REFUND OF ACCT 101.090457.0	03/04/2024	178.35	.00	
2163	SARA DENT	24-0306	REFUND ACCT 102.200484.05 1	03/06/2024	12.09	.00	
2164	VICTORIA LARRIVA	24-0306	REFUND OF ACCT 102.280912.0	03/06/2024	215.24	.00	
Total :					424.30	.00	
FUND EXPENDITURES							
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1002920000-0	940 W. Purdy Ln San Jose WW -#	02/26/2024	7,728.45	7,728.45	03/04/2024
54-40-34000 CONTRACT SERVICES							
7060	CINTAS	4184751942	UNIFORMS	02/28/2024	38.19	.00	
7060	CINTAS	4185473188	UNIFORMS	03/06/2024	38.19	.00	
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23L7B3	03/05/2024	212.73	212.73	03/12/2024
6881	OPERATIONS MANAGEMENT IN	D3165600-05-1	MAINTENANCE AND MANAGEM	02/28/2024	63,943.58	.00	
6881	OPERATIONS MANAGEMENT IN	D3165600-05-1	REBATEABLE REPAIRS	02/28/2024	6,250.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
54-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-030	FY24 4TH QTR LIABILITY INS -	03/04/2024	20,289.81	20,289.81	03/07/2024
54-40-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HARDWARE	207838	STEEL LEAF RAKE, GARDEN R	02/26/2024	37.04	.00	
54-40-45200 SAFETY EQUIP & SUPPLIES							
4191	GRAINGER	9029894996	EDDIE/SWEATSHIRT	02/22/2024	67.05	.00	
54-40-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	207867	PREMIX CONCRETE	02/27/2024	52.94	.00	
1862	B&D LUMBER & HARDWARE	207871	PREMIX CONCRETE	02/27/2024	52.94	.00	
1862	B&D LUMBER & HARDWARE	207882	PREMIX CONCRETE	02/28/2024	79.41	.00	
1862	B&D LUMBER & HARDWARE	207892	PREMIX CONCRETE	02/28/2024	26.47	.00	
1862	B&D LUMBER & HARDWARE	207907	ID KEY TAG W/RING, HILLMAN	02/28/2024	15.03	.00	
1862	B&D LUMBER & HARDWARE	207930	MORTAR MIX, SLIP CAP	02/29/2024	9.37	.00	
1862	B&D LUMBER & HARDWARE	207933	MORTAR MIX	02/29/2024	4.38	.00	
1110	ENTERPRISE FM TRUST	FBN4986151	Finance charge - 23L7B3	03/05/2024	3.19	3.19	03/12/2024
54-40-46543 MANHOLE, PIPE & FITTINGS							
1659	ACE HARDWARE	40627	PIPE ADAPTER, ELBOW, COUP	03/07/2024	77.35	.00	
1862	B&D LUMBER & HARDWARE	207838	MINERAL OIL, TOE SAVER FLO	02/26/2024	71.47	.00	
1862	B&D LUMBER & HARDWARE	207954	PLUG, ADAPTER, ADAPTER BU	02/29/2024	25.55	.00	
1862	B&D LUMBER & HARDWARE	208002	PVC SLIP CAP	03/05/2024	4.99	.00	
1862	B&D LUMBER & HARDWARE	208012	TOE SAVER FLOOR PLUG, CLE	03/05/2024	8.94	.00	
1862	B&D LUMBER & HARDWARE	208025	CLEANOUT FITTING, PLUG	03/06/2024	8.25	.00	
54-40-55000 EQUIPMENT REPAIR & MAINT							
6881	OPERATIONS MANAGEMENT IN	D3165600-05-1	15% MARKUP FOR REPAIRS OV	02/28/2024	1,970.52	.00	
6881	OPERATIONS MANAGEMENT IN	D3165600-05-1	REPAIR OVERAGE AS OF FEB-2	02/28/2024	13,136.77	.00	
54-40-55100 REPAIR & MAINT - OTHER							
6536	BISBEE NAPA AUTO PARTS	333832	AAAA BATTERY, CORE DEPOSI	02/23/2024	228.25	.00	
6536	BISBEE NAPA AUTO PARTS	333975	AIR FILTER, WIPER BLADE, BAT	02/26/2024	279.41	.00	
6536	BISBEE NAPA AUTO PARTS	334604	HOOD LIFT SUPPORT, BATT/CA	03/04/2024	7.49	.00	
54-40-62002 TIRES							
1854	W R RYAN - FIRESTONE	T30396	VW PLANT - TIRES	02/28/2024	1,101.46	.00	
Total FUND EXPENDITURES:					115,769.22	28,234.18	
Total SEWER FUND:					116,193.52	28,234.18	
SANITATION FUND							
FUND EXPENDITURES							
56-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002351879	25% Sanitation	02/28/2024	274.49	274.49	03/04/2024
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4184751901	UNIFORMS	02/28/2024	56.06	.00	
7060	CINTAS	4185473180	UNIFORMS	03/06/2024	56.06	.00	
1110	ENTERPRISE FM TRUST	FBN4986151	Vehicle Lease-23L7B3	03/05/2024	212.73	212.73	03/12/2024
56-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-030	FY24 4TH QTR LIABILITY INS - S	03/04/2024	8,594.23	8,594.23	03/07/2024
56-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	40549	SCKT 8" DR, SOCKET ADAPTER	02/26/2024	22.43	.00	
1659	ACE HARDWARE	40581	ROD WELD, FLAF' DISC, MASO	02/29/2024	74.78	.00	
1110	ENTERPRISE FM TRUST	FBN4986151	Finance charge - 23L7B3	03/05/2024	3.19	3.19	03/12/2024
56-40-46561 COUNTY TIPPING FEE							
3181	COCHISE COUNTY TREASURE	30156	MUNICIPAL/HOUSEHOLD - FEB	02/29/2024	18,534.08	.00	
56-40-46562 RECYCLING PROGRAM							
7060	CINTAS	4184751836	UNIFORMS	02/28/2024	12.73	.00	
7060	CINTAS	4184751899	UNIFORMS	02/28/2024	52.81	.00	
7060	CINTAS	4185473109	UNIFORMS	03/06/2024	12.73	.00	
7060	CINTAS	4185473138	UNIFORMS	03/06/2024	52.81	.00	
1893	LAL ENTERPRISES, INC	63926	TOILET SERVICE	02/29/2024	74.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
56-40-55000 EQUIPMENT REPAIR & MAINT							
6536	BISBEE NAPA AUTO PARTS	334886	EP GREASE CART, WINDSHIEL	03/07/2024	149.49	.00	
56-40-55100 REPAIR & MAINT - OTHER							
6536	BISBEE NAPA AUTO PARTS	334376	WATER & OIL PUMP, OIL PAN, G	03/01/2024	717.48	.00	
56-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	333831	22" EXACTFIT BLADE	02/23/2024	22.83	.00	
56-40-62002 TIRES							
1854	W R RYAN - FIRESTONE	T30406	TIRES	02/28/2024	1,311.54	.00	
Total FUND EXPENDITURES:					30,235.22	9,084.64	
Total SANITATION FUND:					30,235.22	9,084.64	

**QUEEN MINE FUND
FUND EXPENDITURES**

59-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	66	478 N DART RD-QUEEN MINE	03/01/2024	416.88	416.88	03/04/2024
59-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D17190520240	QM-MILEAGE	02/16/2024	53.10	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17191420240	QM-LABOR	03/07/2024	72.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17191420240	QM-MILEAGE	03/07/2024	84.71	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17192220240	QM-LABOR	02/28/2024	80.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17192220240	QM-MILEAGE	03/05/2024	67.04	.00	
59-40-41500 OFFICE SUPPLIES							
1199	ULINE	174626599	LIME BAGS, ORANGE BAGS	02/20/2024	261.01	.00	
59-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	40548	WIRE, MTLFRING, CUTOFF, LED	02/26/2024	54.40	.00	
1659	ACE HARDWARE	40570	WELDING ROD, CLAMP CONNE	02/28/2024	22.44	.00	
1659	ACE HARDWARE	40659	WIRE STRNG WHEEL, STRAINE	03/11/2024	72.26	.00	
59-40-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	40659	SIMPLE GREEN CLEANER	03/11/2024	11.04	.00	
59-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	40629	PRIMPSPRY, BULB, DEODORIZ	03/07/2024	56.23	.00	
59-40-46591 MERCHANDISE							
1800	RUSTIC IRONWERKS	36034	MAGNET MINER-BURRO	03/05/2024	185.00	.00	
2112	UNIPAK DESIGNS CORP.	78265	CACTUS HOUSE, TREE HOUSE,	03/01/2024	240.15	.00	
59-40-55000 EQUIPMENT REPAIR & MAINT							
1659	ACE HARDWARE	40638	BATTERY FILLER, BUSHING 1.5,	03/07/2024	13.92	.00	
6536	BISBEE NAPA AUTO PARTS	335124	HVLP SPRAY GUN	03/11/2024	83.13	.00	
59-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	334186	STICK ELECTRODE	02/28/2024	35.22	.00	
6536	BISBEE NAPA AUTO PARTS	334891	TRUCKBED COATING	03/07/2024	132.11	.00	
Total FUND EXPENDITURES:					1,940.64	416.88	
Total QUEEN MINE FUND:					1,940.64	416.88	

AMERICAN RESCUE PLAN ACT

79-40-30000 FY24 ARPA EXPENSES							
5905	WESTLAND RESOURCES INC	11120005	PROFESSIONAL SVCS - WARR	03/11/2024	6,611.56	.00	
Total :					6,611.56	.00	
Total AMERICAN RESCUE PLAN ACT:					6,611.56	.00	

BISBEE BUS FUND

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FUND EXPENDITURES							
96-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-030	FY24 4THQTR LIABILITY INS - B	03/04/2024	1,868.36	1,868.36	03/07/2024
96-40-41505 ADMIN MISC EXPENSES							
5710	XEROX CORPORATION	020840187	BUSDF-25% CHARGE OF TOTA	03/01/2024	33.18	.00	
96-40-41606 CONTRACTOR OPERATING EXPENSES							
6391	CITY OF DOUGLAS	0000922	BUS CONTRACT-MAR 2024	03/04/2024	18,927.08	.00	
Total FUND EXPENDITURES:					20,828.62	1,868.36	
Total BISBEE BUS FUND:					20,828.62	1,868.36	
CAPITAL IMPROVEMENTS FUND							
FUND EXPENDITURES							
99-40-05409 CITY HALL BUILDING							
2156	BFL CONSTRUCTION CO. INC.	18119	NEW CITY HALL-PROJECT J240	03/05/2024	44,757.58	44,757.58	03/07/2024
1830	ZACATECAS ENGINEERING, PL	2024-11	BISBEE CITY HALL PROJECT -	03/02/2024	6,985.00	.00	
Total FUND EXPENDITURES:					51,742.58	44,757.58	
Total CAPITAL IMPROVEMENTS FUND:					51,742.58	44,757.58	
Grand Totals:					559,993.66	320,615.46	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

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



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19, 2024**

Regular Special

DATE ACTION SUBMITTED: <u>March 4, 2024</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON FEBRUARY 20, 2024 AT 7:00 PM	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Regular Session of Mayor and Council held on February 20, 2024 at 7:00 PM

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

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

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

MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, FEBRUARY 20, 2024, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

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

ROLL CALL

COUNCIL

Councilmember Juanetta Hill, 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
Matthew Gurney, Public Works Director
Tim Cox, Police Chief
Jay Ritchie, Deputy Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY

INVOCATION: Mayor Budge asked for a moment of remembrance.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Mayor Budge reassured everyone that we as a city take the fire that occurred on February 14th very seriously and we will move forward in a judicious and methodical way to handle this situation. He gave an update on what was happening and next steps.
- Mayor Budge opened the floor for Council to speak regarding the Fire.
- Councilmember Sowid spoke regarding the impact that the fire has had.
- Councilmember Johns said the fire happened in her ward, and anyone needing anything they can come to her, and she will do what she can.
- Councilmember Cline agreed with everything that had been said, it has been a rough go. She thanked the Fire Fighters for all their efforts, the surrounding agencies for all their help. She thanked Brian Earnest for his efforts. She also thanked the City Manager and Mayor Budge for everything they had done and continue to do, and the city crew for their efforts through this.
- Councilmember Davis thanked everyone that was involved that pull together during the fire. This reinforces what a great city we have.
- Councilmember Giacomino agreed with everything that had been said. It was wonderful to see everyone coming together during the fire.
- Councilmember Hill agreed with everything that had been said and appreciated the community and the visitors.

CALL TO THE PUBLIC

- Alice Hamers spoke about the devastation in Gaza and requested a resolution for an immediate cease fire in Gaza.
- Sarah Prochnau, Bisbee resident representing a group of downtown business owners, spoke about their concerns and requested more communication from the city to be put out.
- Nicole France, Bisbee resident supports the message of Sarah and spoke regarding the water supply issue.
- Mark Gray, Bisbee resident reiterated the water supply issue and spoke on the fire rating for the city. He said there was a need for a timeline in order to make basic business decisions.

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

MOTION: Councilmember Cline moved to approve accounts payable in the amount of \$427,003.65.
 SECOND: Councilmember Johns MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on Tuesday, February 6, 2024.

Ashlee Coronado, City Clerk

- B. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #8, Bisbee, AZ on Sunday, April 21, 2024 and on Sunday, May 12, 2024 from 12:00pm to 11:00pm each day; Joseph Frederickson, Applicant.

Mayor Budge pulled item B for comment.

MOTION: Mayor Budge moved to approve item A of the consent agenda as shown.
 SECOND: Councilmember Davis MOTION PASSED: UNANIMOUSLY

Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #8, Bisbee, AZ on Sunday, April 21, 2024 and on Sunday, May 12, 2024 from 12:00pm to 11:00pm each day.

Mayor Budge reiterated the situation that we still on and off have heard complaints about noise. He wanted the Electric Brewing Company to be sure that they followed the ordinance which was the music was faced inward not outward and try to limit the effect of any noise problems at their business.

MOTION: Mayor Budge moved to approve item B of the consent agenda as shown.
 SECOND: Councilmember Davis MOTION PASSED: UNANIMOUSLY

OLD BUSINESS
 NEW BUSINESS

3. Presentation of the City of Bisbee’s Annual Audit Report for the Year Ended June 30, 2023 by Jennifer Frank, CPA, Hinton Burdick.

Keri Bagley, Finance Director

Ms. Jennifer Frank, CPA, Hinton Burdick gave a presentation regarding the Annual Audit report from the year ended June 30, 2023. She noted that there had been no findings of material weaknesses or deficiencies. She thanked Ms. Bagley, the Finance staff and City staff for all their help and hard work.

- 4. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-04; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: The 2018 International building Code, the 2018 International Existing Building Code, and the 2018 International Residential Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building,” Article 7.1 “Building Code,” Sections 7.1.1 through 7.1.1D of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

Mayor Budge said the next items were basically updating our building codes to newer codes we always make exceptions in each one of these based on our needs.

Council asked questions regarding the amendments and staff responded.

MOTION: Councilmember Daivs moved to approve the Notice of Intent to Adopt Ordinance O-24-04.
SECOND: Councilmember Sowid

ROLL CALL VOTE

AYES: Councilmember Hill, Giacomino, Davis, Johns, Sowid, Cline, and Mayor Budge
NAYS: 0
MOTION PASSED: AYES-7 NAYS-0

- 5. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-05; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2018 International Plumbing code, Including all Tables and Appendices, Except as specifically Amended by this Ordinance; Repealing 7.2, “Plumbing Code,” Section 7.2.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Daivs moved to approve the Notice of Intent to Adopt Ordinance O-24-05.
SECOND: Councilmember Cline

ROLL CALL VOTE

AYES: Councilmember Hill, Giacomino, Davis, Johns, Sowid, Cline, and Mayor Budge
NAYS: 0
MOTION PASSED: AYES-7 NAYS-0

- 6. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-06; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2017 National Electric Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building,” Article 7.3, “Electrical Code,” Section 7.3.1 through 7.3.2 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Daivs moved to approve the Notice of Intent to Adopt Ordinance O-24-06.
SECOND: Councilmember Sowid

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

7. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-08; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2018 International Mechanical Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building” Article 7.5, “Mechanical Code,” Section 7.5.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Giacomino moved to approve the Notice of Intent to Adopt Ordinance O-24-08.

SECOND: Councilmember Davis

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

8. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-09; Amending the City Code by Repealing Chapter 7 “Building,” Article 7.6, “Dangerous Building Code,” and replacing it with a New Article 7.6 Entitled “International Property Maintenance Code” and Adopting the 2018 International Property Maintenance Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Sowid moved to approve the Notice of Intent to Adopt Ordinance O-24-09.

SECOND: Councilmember Johns

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

9. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-10; Amending the City Code by Adopting the following Publications in place of the Current Publications: The 2018 International Fuel Gas Code and the 2018 International Energy Conservation Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building,” Article 7.7, “Additional Code,” Section 7.7.1 through 7.7.4 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Davis moved to approve the Notice of Intent to Adopt Ordinance O-24-10.

SECOND: Councilmember Johns

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

10. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-11; Repealing and Replacing Chapter 7 “Building,” Article 7.8, Penalties,” and Article 7.9 “Building Official” of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Johns moved to approve the Notice of Intent to Adopt Ordinance O-24-11.

SECOND: Councilmember Sowid

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

11. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-12; Amending the Code of the City of Bisbee Chapter 9 “Health and Sanitation; and Cemetery,” Article 9.4 “Removal of Litter,” Section 9.4.1 “Definition,” Modifying the Definitions in Subsections B and D; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Sowid moved to approve the Notice of Intent to Adopt Ordinance O-24-12.

SECOND: Councilmember Cline

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

12. Discussion and Possible Approval of the Building Inspector Permit Extensions, Expiration, and Fee Refund Policy.

Xavier Rodriguez, Building Inspector / Code Enforcement

Mr. Rodriguez stated there had been a lot of miscommunication and wanted to create a policy where everybody knows the way it will be handled in the future.

MOTION: Councilmember Cline moved to approve the Building Inspector Permit Extensions, Expiration, and Fee Refund Policy.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

13. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-07; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2018 International Fire Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building” Article 7.4, “Fire Code,” Section 7.4.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Jim Richardson, Fire Chief

Council asked questions regarding the update to the 2018 International Fire Code and staff responded.

Chief Richardson stated they wanted to move up to the 2018 International Fire Code and this was what the state Fire Marshal’s office was currently using.

MOTION: Councilmember Davis moved to approve the Notice of Intent to Adopt Ordinance O-24-07.
SECOND: Councilmember Cline

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

14. Discussion and Possible Approval in donating Surplus Police Vehicles to poor rural communities from Bisbee Police Department Fleet.

Tim Cox, Police Chief

Chief Cox said they had vehicles that are no longer of use to them. He had two chiefs reach out to him and asked if they could acquire them; they are willing to put some money into them and make them serviceable.

MOTION: Mayor Budge moved to approve the donation of surplus police vehicles to poor rural communities from Bisbee Police Department fleet.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

15. Discussion and Possible Approval of an Agreement with APS to provide solar panels on covered parking at the Bisbee Senior Center.

Stephen J. Pauken, City Manager

Mr. Pauken said they had been talking with APS now for a couple of years. This program provides for solar panels to be placed in certain public places of a certain size or larger. It was determined that the Senior Center was the ideal place to put them. This program will end at the end of this year so this was the last year we would be able to take advantage of.

Richard Rosales, APS spoke regarding the program and answered questions from council.

MOTION: Councilmember Cline moved to approve the agreement with APS to provide solar panels on covered parking at the Bisbee Senior Center parking lot.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

16. City Manager's Report:

- Mr. Pauken introduced Stephanie Samora, who was working with the city for a couple of days. She is part of the Marvin Andrew scholarship program from ASU. Ms. Samora graduated from the program and since then has been working for the City of Scottsdale in the city manger’s office. She has had the opportunity to go to different communities around the state to learn what life and businesses are like in other communities.
- Mr. Pauken stated that Xavier Rodriguez had been promoted to Building Inspector with Mr. Ward’s retirement.
- Mr. Pauken spoke regarding the donating of the excess dumpsters.
- Mr. Pauken gave Chief Richardson some of his time to speak regarding the fire.
- Chief Richards spoke regarding and gave an update regarding the fire that occurred.

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

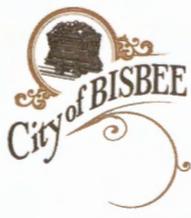
MOTION: Councilmember Davis moved to adjourn the meeting.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 8:55PM

Ken Budge, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: March 19, 2024

Regular Special

DATE ACTION SUBMITTED: <u>March 4, 2024</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON MARCH 5, 2024 AT 7:00 PM	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Regular Session of Mayor and Council held on March 5, 2024 at 7:00 PM

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

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

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

MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, MARCH 5, 2024, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR BUDGE AT 7:01PM.

ROLL CALL

COUNCIL

Councilmember Juanetta Hill, 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 7:09PM
Councilmember Anna Cline, Ward III, Mayor Pro Tempore

STAFF

Stephen J. Pauken, City Manager
Ashlee Coronado, City Clerk
Keri Bagley, Finance Director
Matthew Gurney, Public Works Director
Tim Cox, Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY

Joseph Estes

INVOCATION: Mayor Budge asked for a moment of silence for personal reflection.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Mayor Budge presented Sergeant Carlos Moreno an award for 15 years of service to the City of Bisbee.
- Mayor Budge gave an update on the Main Street Fire.
- Chief Richardson spoke regarding the investigation of the Main Street Fire.
- Mr. Pauken spoke regarding safety and asked people to stay away from the area that was affected by the fire.

CALL TO THE PUBLIC

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

MOTION: Councilmember Cline moved to approve accounts payable in the amount of \$897,905.07.
SECOND: Councilmember Johns MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

- A. Approval of a Park, Facility and Right of Way Use Permit for the Bisbee Rotary Club, Taste of Bisbee Food and Wine Tasting event at City Park on Saturday, October 5, 2024 from 5:00pm to 9:00pm.

Ashlee Coronado, City Clerk

- B. Approval of a Special Event Liquor License Application submitted by the Bisbee Rotary Charities for an event to be held at City Park on Saturday, October 5, 2024, from 5:00pm to 9:00pm, Sherrie Morgan, Applicant.

Ashlee Coronado, City Clerk

MOTION: Councilmember Johns moved to approve the Consent Agenda items 2A-2B.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

OLD BUSINESS

Mayor Budge said we have nine (9) items and asked for voting in block without objection.

MOTION: Mayor Budge moved to approve item three (3) through item eleven (11) on Old Business agenda item as shown on our agenda.

This will be approval of Ordinances O-24-04, O-24-05, O-24-06, O-24-07, O-24-08, O-24-09, O-24-10, O-24-11, and O-24-12; nine (9) approvals of Ordinances that we Council went over last week. Instead of doing them individually.

SECOND: Councilmember Davis

Mayor Budge asked if there was any objection from Council.

There was no objection from Council.

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

- 3. Discussion and Possible Approval of Ordinance O-24-04; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: The 2018 International building Code, the 2018 International Existing Building Code, and the 2018 International Residential Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building,” Article 7.1 “Building Code,” Sections 7.1.1 through 7.1.1D of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

- 4. Discussion and Possible Approval of Ordinance O-24-05; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2018 International Plumbing code, Including all Tables and Appendices, Except as specifically Amended by this Ordinance; Repealing 7.2, “Plumbing Code,” Section 7.2.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

5. Discussion and Possible Approval of Ordinance O-24-06; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2017 National Electric Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building,” Article 7.3, “Electrical Code,” Section 7.3.1 through 7.3.2 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

6. Discussion and Possible Approval of Ordinance O-24-08; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2018 International Mechanical Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building” Article 7.5, “Mechanical Code,” Section 7.5.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

7. Discussion and Possible Approval of Ordinance O-24-09; Amending the City Code by Repealing Chapter 7 “Building,” Article 7.6, “Dangerous Building Code,” and Replacing it with a New Article 7.6 Entitled “International Property Maintenance Code” and Adopting the 2018 International Property Maintenance Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

8. Discussion and Possible Approval of Ordinance O-24-10; Amending the City Code by Adopting the following Publications in place of the Current Publications: The 2018 International Fuel Gas Code and the 2018 International Energy Conservation Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building,” Article 7.7, “Additional Code,” Section 7.7.1 through 7.7.4 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

9. Discussion and Possible Approval of Ordinance O-24-11; Repealing and Replacing Chapter 7 “Building,” Article 7.8, Penalties,” and Article 7.9 “Building Official” of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

10. Discussion and Possible Approval of Ordinance O-24-12; Amending the Code of the City of Bisbee Chapter 9 “Health and Sanitation; and Cemetery,” Article 9.4 “Removal of Litter,” Section 9.4.1 “Definition,” Modifying the Definitions in Subsections B and D; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

11. Discussion and Possible Approval of Ordinance O-24-07; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2018 International Fire Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 “Building” Article 7.4, “Fire Code,” Section 7.4.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Jim Richardson, Fire Chief

NEW BUSINESS

- 12. Discussion and Possible Approval to Establish \$2.098 as the price per square foot for the Sale and Transfer of Certain Surplus City Property, being a Portion of City Owned Property located at 21A Temby Avenue; APN 103-63-026 and Discussion and Possible Approval of Ordinance O-24-03; Authorizing the Sale and Transfer of Certain Surplus City Property, being a Portion of City Owned Property located at 21A Temby Avenue; APN 103-63-026.
Emanuel Stuart, City Planner

Mr. Stuart was asking Council to establish \$2.098 as the price per square foot for 2,144 square feet of certain surplus property located at 21A Temby Avenue and also asked for the approval of Ordinance O-24-03 for the Sale and Transfer of Certain Surplus City Property.

MOTION: Councilmember Davis moved to establish \$2.098 as the price per square foot for the Sale and Transfer of Certain Surplus City Property, being a Portion of City Owned Property located at 21A Temby Avenue and to approve Ordinance O-24-03; Authorizing the Sale and Transfer of Certain Surplus City Property, being a Portion of City Owned Property located at 21A Temby Avenue; APN103-63-026.

SECOND: Councilmember Johns

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

- 13. Public Hearing and Discussion regarding the use of Community Development Block Grants from the Arizona Department of Housing Colonias Set-Aside account.
Melissa Hartman, City Planner

Keith Dennis, Executive Director SEAGO gave a presentation on the Community Development Block Grants. Presentation is attached as "Exhibit A".

Council asked questions regarding Community Development Block Grant funding and Mr. Dennis responded.

Mayor Budge opened up the Public Hearing for the CDBG funds.

Mayor Budge possible use of funding:

- Homeless Shelter Van
- Upgrades to the Senior Center
- Expansion Homeowner Improvement program
- Upgrade sewer and water lines Zacatecas Canyon
- Wastewater upgrade Match – NAD Bank
- Fire Truck
- Low Income Housing - Hillcrest Windows
- Library down spouts
- Cochise Row Drainage – design and construction

Robin Dumas possible use of funding:

- Affordable Housing
- CDBG can be used to match for Fire Suppression grants

Kathleen Buchanan possible use of funding:

- Affordable Housing (Tiny Homes)

Councilmember Frank Davis possible use of funding:

- Fire Suppression

Councilmember Joni Giacomino possible use of funding:

- Drainage ditches

Keith Dennis possible use of funding:

- Declare the Saginaw neighborhood to be Slum and Blight

Councilmember Johns possible use of funding:

- ADA Compliance

Matthew Gurney, Public Works Director possible use of funding:

- Sidewalks

James Emanuel Stuart possible use of funding:

- Storm Water Infrastructure

Mayor Budge closed the public hearing.

14. Discussion and Possible to enter into an Intergovernmental Agreement with the State of Arizona (ADOT) for the rehabilitation of Moon Canyon Bridge.

Matthew Gurney, Public Works Director

Mr. Gurney said this was an IGA with ADOT for the rehabilitation of the Moon Canyon Bridge it also includes the retaining wall that supports this bridge. He stated this was 100% grant funded.

MOTION: Councilmember Cline moved to approve to enter into an Intergovernmental Agreement with the State of Arizona (ADOT) for the rehabilitation of Moon Canyon Bridge.

SECOND: Councilmember Davis

MOTION PASSED: UNANIMOUSLY

15. City Manager's Report:

- Mr. Gurney, Public Works Director gave an update on the pool.
- Mr. Pauken spoke regarding the pool.

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

MOTION: Councilmember Davis moved to adjourn the meeting.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

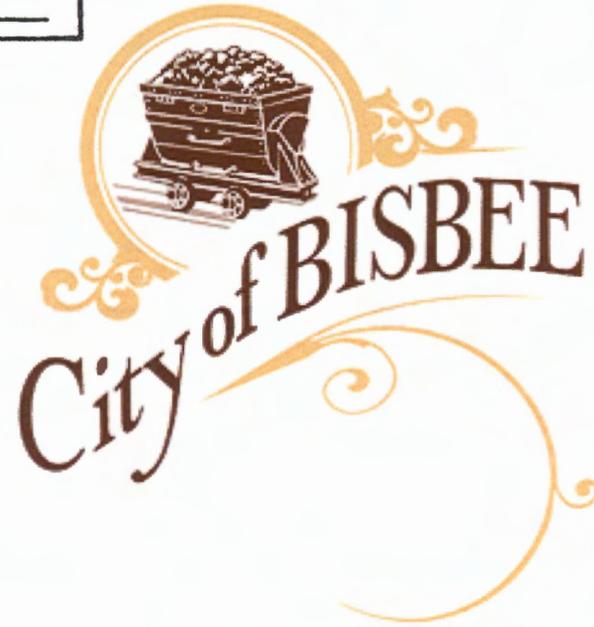
ADJOURNMENT: 8:13PM

Ken Budge, Mayor

EXHIBIT A
To Document



SEAGO



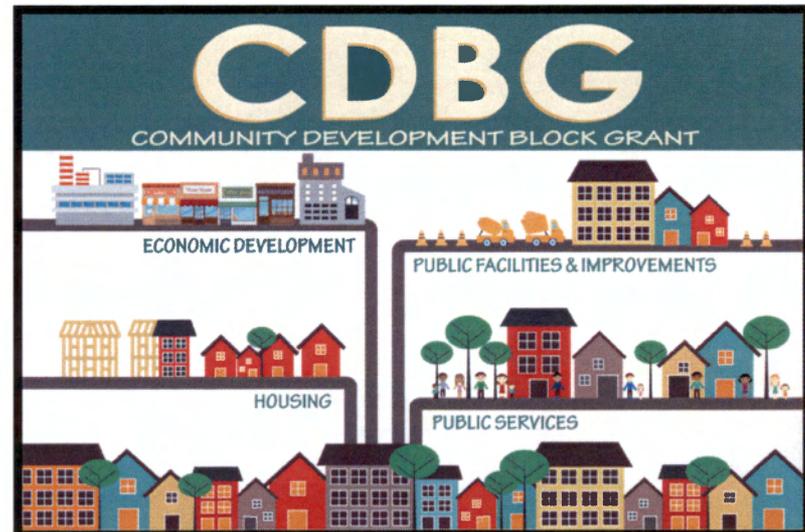
**CITY OF BISBEE
CDBG PUBLIC HEARING #1
MARCH 5, 2024**

AGENDA

- CDBG in Brief.
- Regional Account and Colonias Set-Aside CDBG.
- Past and Current CDBG Projects
- Public input regarding Bisbee's needs and possible projects.

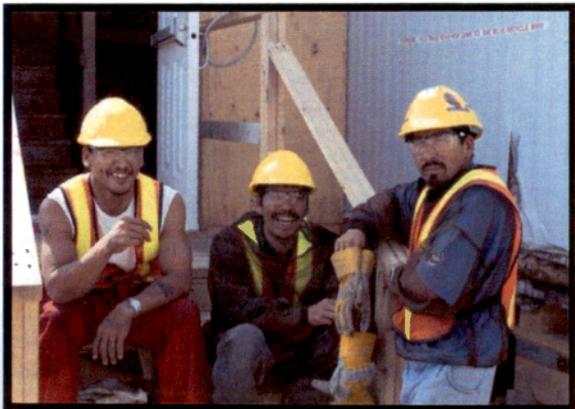
WHAT IS CDBG?

- The Community Development Block Grant program (CDBG) enacted in 1974 by President Gerald Ford through the Housing and Community Development Act of 1974.
- Funded by the U.S. Department of Housing and Urban Development (HUD).
- Administered by the Arizona Department of Housing (ADOH).



CDBG PURPOSE

- To help communities provide decent housing, a suitable living environment and expand economic opportunities, principally for persons of low and moderate (LM) income.



CDBG NATIONAL OBJECTIVES

- Benefit Low to Moderate income persons:
 - 51% of beneficiaries are Low-Mod
 - Specific Target Groups are automatically considered Low-Mod
- OR: Prevent or eliminate slum & blight conditions:
 - Statutory hearing process required
- OR: Meet other urgent needs related to health & safety issues:
 - Disaster Relief & Human Health Hazard

**CDBG PROJECTS MUST MEET ONE OF THESE
NATIONAL OBJECTIVES**

BISBEE LOW-MOD AND CDBG ELIGIBILITY

- Low-to-moderate income means 80% of the average household income for the area (\$50,250 for a 4-person household).
- Bisbee as a whole is currently 49.6% low-mod per the latest HUD numbers.

ARIZONA COUNTIES
07/2001

State of Arizona -- State Housing Fund and CDBG Programs
HOME, HOPWA, State HTP, NSP and CDBG Program Income Limits

: Cochise County
MEDIAN HOUSEHOLD

	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON +
30%	18300	15100	17000	18850	20400	21900	23400	24900
50% (Very Low-Income)	22000	25150	28300	31400	33950	36450	38950	41450
60%	26400	30180	33960	37680	40740	43740	46740	49740
80% (Low-Income)	35200	40200	45250	50250	54300	58300	62350	66350

REGIONAL ACCOUNT CDBG

- Bisbee is expected to receive approximately \$515,000 in Regional Account CDBG this year
- Patagonia, Duncan and Thatcher also up for RA awards in 2024
- Rotation schedule “Method of Distribution” set by SEAGO Executive Board

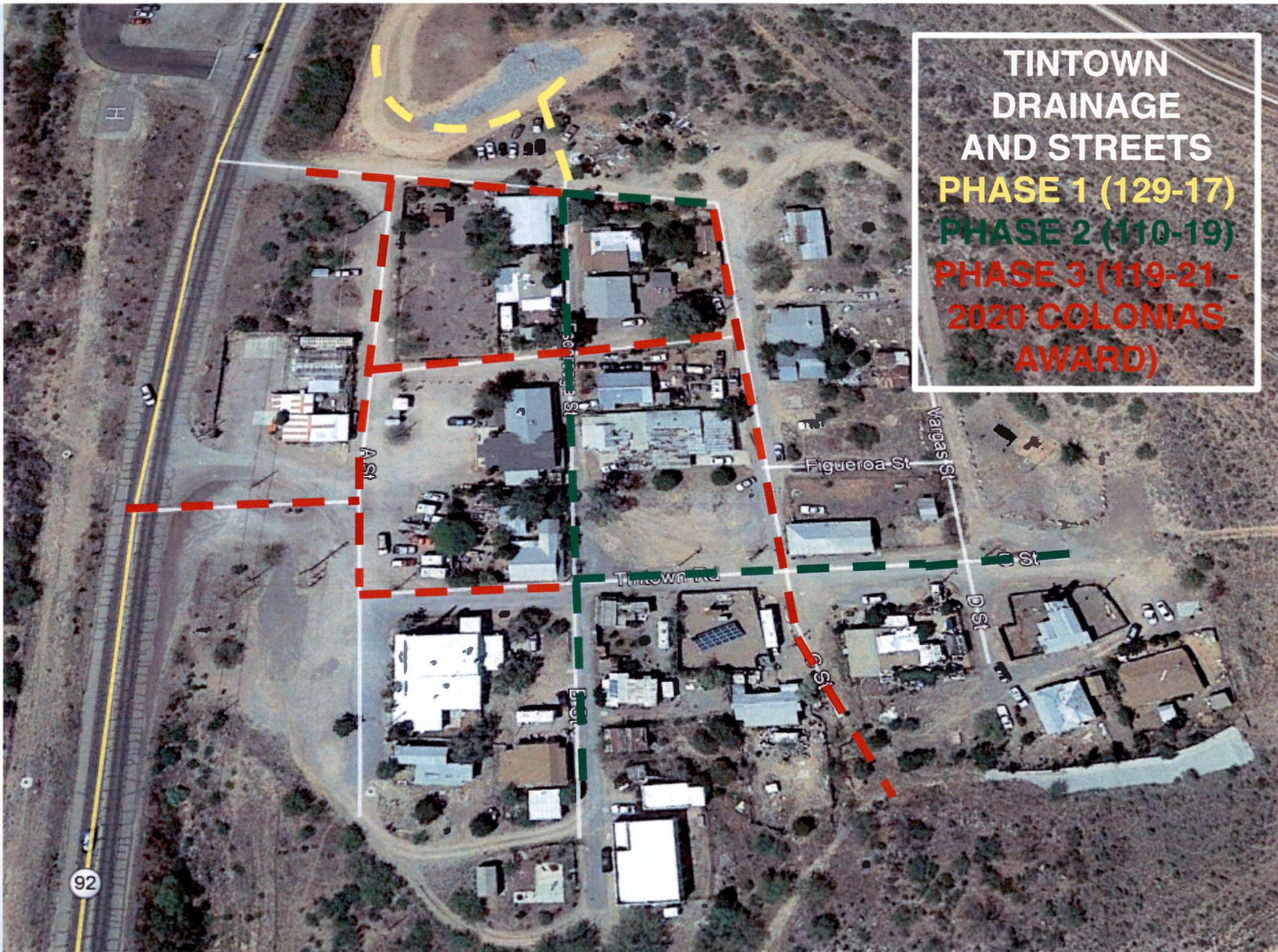
COLONIAS SET-ASIDE CDBG

- Bi-annual competition for approx. \$2 million in ADOH-designated Colonias.
- Project must correct water, drainage, sewer or housing issues.
- 68 eligible Colonias statewide.
- 37 Colonias in the SEAGO region, with 15 in Cochise County.
- Bisbee Colonias include Bakerville, Tintown, Saginaw and Zacatecas Canyon

COLONIAS SET-ASIDE CDBG

- Shovel Ready Project in Eligible Colonia
- Design plans 100% complete (public works)
- Income-qualified wait list (housing rehab)
- Environmental Review Complete (SEAGO helps).
- Match/Leverage recommended for higher score.

**TINTOWN
DRAINAGE
AND STREETS
PHASE 1 (129-17)
PHASE 2 (110-19)
PHASE 3 (119-21 -
2020 COLONIAS
AWARD)**



NEXT STEPS: SEAGO HELPS WITH...

- Advertising another hearing at which Council will adopt appropriate resolutions for the application(s).
- Choosing project(s) meeting budget, CDBG National Objective and other program requirements.
- Provide technical assistance in preparing Bisbee's Regional Account application (RA due July 1 to SEAGO, August 1 to ADOH; Colonias TBA).
- Administering grant(s) for Bisbee to ensure compliance with ADOH/HUD standards.

PUBLIC PARTICIPATION

- Bisbee must publish, post and hold one public hearing to let stakeholders identify possible projects (tonight). Selection at 2nd hearing (to follow).
- Public input is always important for future projects and identifying community needs.
- These hearings will satisfy public participation requirements for CDBG RA and Colonias.

PUBLIC HEARING AND INPUT





REQUEST FOR MAYOR & COUNCIL ACTION

Session of: March 19, 2024

Regular Special

DATE ACTION SUBMITTED: <u>March 1, 2024</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: <u>Acceptance of the Resignation of Renee Harper from the Committee on Disability Issues.</u>	

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

RECOMMENDATION: **Approve**

PROPOSED MOTION: **I move to accept the resignation of Renee Harper from the Committee on Disability Issues.**

DISCUSSION:

On February 26, 2024 Ms. Harper contacted the Public Works Department and will be resigning from the Committee on Disability Issues.

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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

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



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19, 2024**

Regular Special

DATE ACTION SUBMITTED: <u>March 12, 2024</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: Acceptance of the Resignation of Craig Emanuel from the Police and Fire Advisory Committee.	

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to accept the resignation of Craig Emanuel from the Police and Fire Advisory Committee.

DISCUSSION:

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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

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

February 24, 2024

To: Ken Budge, Mayor
City Of Bisbee

It has been my privilege to have served on the Police and Fire Committee for the City Of Bisbee since November of 2019. For personal reasons I am submitting my resignation effective February 28, 2024.

Craig Emanuel

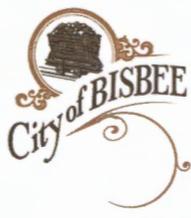


A handwritten signature in black ink that reads "Craig Emanuel". The signature is written in a cursive style with a large, sweeping flourish at the end.

RECEIVED

FEB 28 REC'D

City Clerk's Office
City of Bisbee



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19, 2024**

Regular Special

DATE ACTION SUBMITTED: March 1, 2024

REGULAR **CONSENT**

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

SUBJECT: **Acceptance of the Resignation of Tom Patterson from the Police and Fire Advisory Committee.**

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

RECOMMENDATION: **Approve**

PROPOSED MOTION: **I move to accept the resignation of Tom Patterson from the Police and Fire Advisory Committee.**

DISCUSSION:

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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

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

RECEIVED

FEB 29 2024

City Clerk's Office
City of Bisbee

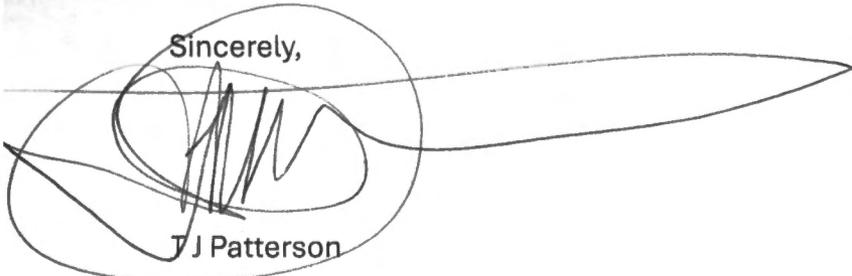
February 29, 2024

City of Bisbee, Arizona

Office of the Clerk

This letter shall serve as my resignation from the Police and Fire Advisory Committee. I will retain my position on the Board of Adjustment.

Sincerely,



T J Patterson



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: March 19, 2024

Regular Special

DATE ACTION SUBMITTED: <u>March 13, 2024</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 Special Event Liquor License Application Submitted for an Event to be held at the Jonquil Motel on Saturday, April 20, 2024 from 9:00am to 9:00pm; Laurie Marie McKenna, Applicant.	

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve the Special Event Liquor License Application

PROPOSED MOTION: I move to approve the Special Event Liquor License Application Submitted for an Event to be held at the Jonquil Motel on Saturday, April 20, 2024 from 9:00am to 9:00pm; Laurie Marie McKenna, Applicant.

DISCUSSION:

Ms. McKenna has requested approval of a Special Event Liquor License Application Submitted for an Event to be held at the Jonquil Motel on Saturday, April 20, 2024 from 9:00am to 9:00pm.

Ms. McKenna has indicated that the event boundary will be fully enclosed yard, surrounded by 8' walls with gate at single entrance/exit point. There will be security positioned at the entrance/exit and roving so no alcohol enters or leaves the premise. "NO ALCOHOL BEYOND THIS POINT" AND "NO OUTSIDE ALCOHOL" signs at entrance/exit and Fetal Alcohol Warning sign posted at serve area. All staff are trained in properly checking ID's and Arizona Liquor Laws.

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

March 13, 2024

Attn: Bisbee City Council

Re: Jonquil Motel — Series 15 Special Event Application — April 20, 2024

Dear Bisbee City Council,

Thank you for taking the time to review this Series 15 Special Event Application for an upcoming event taking place at the Jonquil Motel.

The 4th Annual Mile High Music Festival showcases local musicians, artists, and artisans in the backyard of the Jonquil Motel.

The actual event hours are 1pm-7pm with no more than 3-5 hours of amplified music during that timeframe. Please note that actual event hours differ from those on the application to allow for event setup and takedown in compliance with Arizona state liquor laws.

The applicant on this license is Central School Project (CSP), Bisbee's non-profit organization dedicated to providing affordable creative space to working artists, preserving and adapting the historic Central School building as a cultural center, and fostering appreciation of the arts in the Bisbee community.

25% of funds raised through this Special Event License will be directed to CSP and directly support the arts in Bisbee.

Many thanks for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eva Rupert', with a long horizontal flourish extending to the right.

Eva Rupert
The Jonquil Motel
eva@ev Rupert.com
cell: 203-7702447

CSR:
Amount:



SPECIAL EVENT LICENSE

APPLICATION FEE \$25.00 PER DAY

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

DLLC USE ONLY	
Job #:	
Date Accepted:	
CSR:	
License #:	

Application MUST be submitted to the Department of Liquor 10 days prior to the event.

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

1. Applicant: McKenna Laurie Marie
(Must be an Officer/Member of the Non Profit Entity) Last First Middle

2. Applicant's mailing address: 43 Howell Ave., PO Drawer H Bisbee AZ 85603
Street City State Zip

3. Applicants home/cell phone: 520-732-0064 Applicant's business phone: 520-432-4866

4. Applicant's email address: bisbeecsp@gmail.com

5. Special Event Name: Mile High Music Festival

6. Name of Non-Profit Organization, Candidate or Political Party/Gov.: Central School Project Inc

7. Non-Profit/IRS Tax Exempt Number: 86-0536659

8. Arizona Corporation Commission File #: 05132600 If out of State please specify: _____
(Attach letter of good standing)

9. Event Location Name: The Jonquil Motel

10. Event Address: 317 Tombstone Canyon, Bisbee, AZ 85603

Dates and Hours of Event - Days must be consecutive and may not exceed 10 consecutive days.

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

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>April 20, 2024</u>	<u>Saturday</u>	<u>9AM</u>	<u>9PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 2 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

0 Number of Police 2 Number of Security Personnel Fencing Barriers

Event boundary is a fully enclosed yard, surrounded by 8' walls with gate at single entrance/exit point.

Must explain security measures: Security positioned at the entrance/exit and roving so no alcohol enters or leaves the premise. "NO ALCOHOL BEYOND THIS POINT" and "NO OUTSIDE ALCOHOL" signs at entrance/exit and Fetal Alcohol Warning sign posted at service area. All staff and servers are trained in properly checking IDs and Arizona Liquor Laws.

SECTION 3 What is the purpose of this event?

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

How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Check one of the following boxes. (R-19-318)

A) Special Event being held on an **unlicensed** premises will require approval and signature by the Local Governing Body on page 3. (If checked move to section 4)

B) Will this event be held on a currently licensed premises and within the already approved and licensed area?
(**Must attach a letter from the licensed premises with an explanation of the option checked below**)

Name of Business

License Number

Phone (Include Area Code)

Place license in non-use - *Special Event Licensee selling all alcohol without retailer involvement*
Must attach letter from the location suspending license for duration of special event

Dispense and serve all spirituous liquors under retailer's license – *Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee*

Dispense and serve all spirituous liquors under special event - *The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. Must attach letter from the location suspending license for duration of special event*

Split premise between special event and retail location - *Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.)*

Off Sale only - Wine, Distilled Spirits Pull, Live or Silent Auctions – *Retailer will still be permitted to conduct all normal sale and service of alcohol.*

SECTION 4

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

Yes No If yes, attach letter of explanation.

2. How many special event days have been issued to this organization during the calendar year? 0

3. Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)

Yes No If yes, please provide the Name of the Special Event Contractor: Eva Rupert

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)

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

5. List the name of the Individual or Organization that will receive revenues, **MUST EQUAL 100 PERCENT.**

Attach additional sheet if necessary.

Name: Central School Project Percentage: 25%

Address: PO Drawer H Bisbee AZ 85603
Street City State Zip

Name: The Jonquil Motel Percentage: 75%

Address: 317 Tombstone Canyon Bisbee AZ 85603
Street City State Zip

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

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

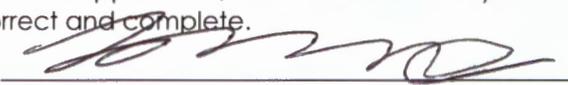
NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 5 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local governing body before submitting to the Department of Liquor Licenses and Control. Please contact the local governing board for additional information.

APPLICANT SIGNATURE

Declaration:
I, (Print Name) Laurie Marie McKenna, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Signature

LOCAL GOVERNING BODY

Date Received: March 13, 2024
I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)
On behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

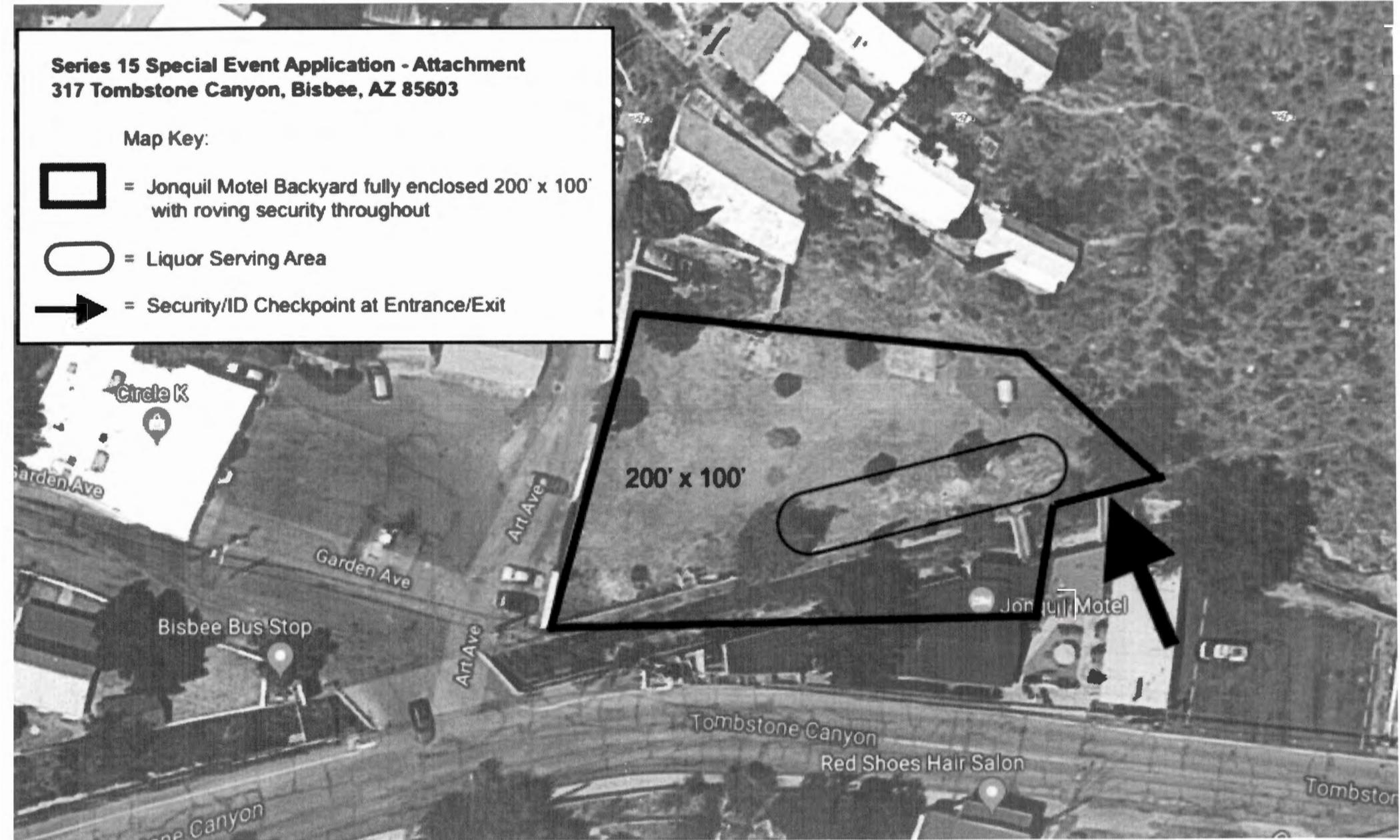
AZDLLC USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

**Series 15 Special Event Application - Attachment
317 Tombstone Canyon, Bisbee, AZ 85603**

Map Key:

-  = Jonquil Motel Backyard fully enclosed 200' x 100' with roving security throughout
-  = Liquor Serving Area
-  = Security/ID Checkpoint at Entrance/Exit





REQUEST FOR MAYOR & COUNCIL ACTION
Session of: March 19, 2024

Regular Special

DATE ACTION SUBMITTED: <u>March 5, 2024</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 the Recommendation from the Bisbee Arts Commission to fund a Grant Application for "Community Clay Scholarships & Pottery Wheel" submitted by Ms. Tonya Borgeson in the amount of \$500.00 from the Bisbee Arts Commission Fund.	

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the funding of the grant application for "Community Clay Scholarships & Pottery Wheel" submitted by Ms. Tonya Borgeson in the amount of \$500.00 from the Bisbee Arts Commission Fund.

DISCUSSION:

At the March 4, 2024 meeting of the Bisbee Arts Commission, the Commission unanimously approved a recommendation to the City Council to fund \$500.00 for Ms. Tonya Borgeson "Community Clay Scholarships & Pottery Wheel"

FISCAL IMPACT: \$500.00

DEPARTMENT LINE-ITEM ACCOUNT: 42-40-10530

BALANCE IN LINE ITEM IF APPROVED: \$2,300.00

Prepared by: Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Clerk

3. Applicant must be an individual artist or group/collective of artists. *This grant funding is not for non-profits or government entities. The BAC will consider sponsorship for these categories of grantees through-out the year. For consideration of funding by the BAC, please contact us @ bisbeeartscommission@gmail.com.*

Applications for assistance with normal, 'business as usual' expenses involved with the applicant's customary art practice or professional activities are not high priority for funding. If you have a question about the suitability of your idea for a grant, email us bisbeeartscommission@gmail.com.

With this Application, please include:

1. Your Project Budget: *A budget document should include all project income and all project expenses. The income should include the amount of your grant request. The source of any matching revenue, if applicable, should be shown. The total amount for expenses and the total amount of income should be equal to each other, so your budget is balanced.*
2. Resume
3. Artist Statement

General Information

Applicant's name: *(If you are applying as group or collective, please also list the contact name):*

Tonya Borgeson

Phone number: 520 - 249 - 8626

Email: tonya.borgeson@hotmail.com

Mailing Address: PO Box 1459 Bisbee AZ 85603

Name of Project: Community clay Scholarships & Pottery wheel

Project Description:

Tonya Borgeson / Bisbee Pottery on the Mountain which provides a creative learning environment would like to offer a community clay scholarship, in addition would like to purchase a ceramic wheel so more students can get involved at one time. We would offer scholarship for classes in May 2024. Marketing & publicity would

Amount Requested: happen in April 2024. Open to 18+ students (Grants to applicants range from a minimum of \$100 to a maximum of \$500.) with no experience

\$ 500.00



BAC Bisbee Artist Grant Application

Bisbee Arts Commission

The Bisbee Arts Commission is charged by the Mayor and Council to make recommendations to the council regarding funding of eligible art projects. The goal is to support the artists and arts in the Bisbee community in the following categories:

1. Visual Arts
2. Performing Arts
3. Film and Video
4. Arts Education
5. Promotion: Projects or advertising that promote the Bisbee Arts Community.

Example: Bisbee Artist Studio Tours

There are 4 steps to the funding process:

1. Fill out the following application and include your project budget, resume, and an artist's statement. *Type or print clearly. Please keep answers clear and concise.*
2. **Provide 8 copies of this application and project budget, resume, and artist's statement at the time of submittal to Bisbee City Hall located at 915 S. Tovreaville Road, Bisbee, AZ 85603.**
3. The Bisbee Arts Commission must be clearly acknowledged in print, or announced at the event, as a sponsor of funded projects.
4. Submit a final report within 30 days of completion of funded project. A final report form is included at the end of this application and does not need to be included when the application is submitted.

Eligibility requirements:

1. The primary audience for the project must be Bisbee residents.
2. The project must stand alone as an artist endeavor aimed at a public audience. *Example: The BAC will not pay to provide artistic entertainment for a non-artistic industry convention or event.*

Project Cost

What is the total projected cost of the activity? \$ 1200.00

What is the proposed use of the grant funds? see attached

\$ 400.00 BAC towards pottery wheel
 \$ 100.00 BAC cost of marketing

Location of project or activity Warren area of Bisbee

Are you a resident of the city of Bisbee, Arizona? Yes
 (We ask this for our own reporting. City residency is not required for consideration, but funded project must take place or be shown within city limits.)

Activity Dates

When will your project take place? May 2024
 For this round, supported activities should take place between November 2020 and October 2021, although they can extend before and after this period.

Local Community Impact

In what ways do you think this project could have an impact on the local community?

This project would aim to increase creative education and provide accessibility to a ceramic studio.

This project would impact our community as it will address and help bridge financial barriers to ceramic education.

Are other artists involved?

If there are other artists involved in your project in a meaningful way, please list them below and explain briefly how they are involved.

If you are applying on behalf of an artist collective or group, please provide the names and artistic disciplines for others in the group.

Additional Information

What other details about the project and your request for grant funding would you like the review panelists to know?

Unfortunately the high overhead of supplies and labor involved with ceramics can make it inaccessible to some. The scholarship (supported by the Bisbee Foundation grant) and the new pottery wheel would aim to bridge this gap by not turning someone away due to the lack of funds. The pottery wheel would increase class size and accessibility to learning the wheel techniques. The student's art would keep the finished pieces. We hope to change lives through pottery in a creative community environment. Pottery is therapeutic, it alleviates anxiety, it's communal and a lot of fun.

Upon request, I agree to provide the City of Bisbee with a full accounting of the funds received, including receipts, cancelled checks and other documents suitable for proof of payment.

I agree to complete the project for which funds are requested within 1 year of notice of award.

I will provide a written, final report to the City of Bisbee within 30 days of completion of the project.

I agree that if funds are not used for the stated purpose and within 1 year of award, they will be returned to the BAC.

Funds received may be subject to 1099 tax reporting requirements.

Tonya Borqueson

Tonya Borqueson

2/14/2024

Typed or Printed Name

Signature

Date

BUDGET: Tonya Borgeson- Community Clay Scholarships and Pottery Wheel

Provide an itemized project budget, including matching funds and in-kind services.

+ \$500.00- *Bisbee Arts Commission*- seeking approval March 4, 2024, \$400 for pottery wheel, \$100 for Marketing.

+ \$500.00- *Bisbee Foundation*- \$300.00 towards pottery wheel, \$200 towards scholarships

+ \$200.00 *Bisbee Pottery on the Mountain*- Pottery wheel, Materials and Firing
In-kind services 2 Instructors X 10 hours @ \$25 hour + \$250.00.

In-kind services 1 volunteer making poster 2 hours @ \$25.00 hour + \$50.00.

In-kind services/ organizer/ working on grant applications, picking up pottery wheel 4 hours @ \$25.00 + \$100.00.

\$1,000.00- Total scholarship budget from Bisbee Arts Commission and Bisbee Foundation

\$400.00- In kind services

\$200.00 *Bisbee Pottery on the Mountain* - Pottery wheel, Materials and Firing

Total \$1600.00

-\$800.00 Cost of Pottery Wheel, \$400 from BAC, \$300 from Bisbee Foundation, \$100 from *Bisbee Pottery on the Mountain*

-\$200.00 Cost of pottery scholarships/ 8 \$25.00 scholarships / Bisbee Foundation

-\$100.00 Cost of clay, glaze, and kiln firings / *Bisbee Pottery on the Mountain*

-\$100.00 -\$25.00 Cost of marketing on Facebook/ BAC

 -\$56.00 Cost of marketing *Bisbee Observer*/ BAC

 -\$19.00 cost of marketing printing poster/ BAC

Total \$1200.00

\$400.00- In kind services

Total \$1600.00

Tonya Borgeson / 2024 Selected Resume- Ceramics Instructor

phone: 520-249-8626 tonyaborgeson@hotmail.com www.tonyaborgeson.com

Objective: Seeking Arts Grant from Bisbee Arts Commission for a community clay activity.

Summary

Motivated and talented Art Instructor driven to inspire students to pursue academic and personal excellence. Consistently strives to create a challenging and engaging learning environment in which students become life-long scholars, learners and leaders. Exceptional track record of entrepreneurial leadership with twenty-five years of experience and dedication to the field of ceramics.

Work History

Current- June 2005 Private Art Instructor, National and International Lecturer and Exhibitions

Current- August 2019 Associate Instructor, Pima Community College, Arizona

- Appreciation of Visual Arts & Drawing I

2021/2022 Academic year – Fulltime sabbatical replacement, Cochise College, Arizona

- Ceramics I, II, III
- Supervisor of Ceramics Lab technician
- Supervisor –2 student aids: ceramics studio

2022- August 2015 Associate Instructor, Cochise College, Arizona

Courses taught listed: <ul style="list-style-type: none">• Appreciation of Visual Arts	<ul style="list-style-type: none">• Ceramics
<ul style="list-style-type: none">• Design Fundamentals	<ul style="list-style-type: none">• Drawing
<ul style="list-style-type: none">• Humanities 101	<ul style="list-style-type: none">• Sculpture
<ul style="list-style-type: none">• Three-Dimensional Design	

2019- June 2004 Art Instructor/ Summer Program, Duluth Community Education, Duluth, MN

- Adult - drawing/ painting/ ceramics/ garden art/ sculpture
- Kids- painting/ drawing/ 2-dimensional design fundamentals / ceramics/ sculpture

2019-2006 Summer Art Instructor, Arrowhead Juvenile Detention Center, Duluth, MN

- Youth - drawing/ painting/ ceramics / ceramics murals

2014-2003 Adjunct Instructor, Lake Superior College, Duluth, MN

- Awarded: College Faculty Awards for Excellent 2008
- Coordinator, Community College Fine Arts Conference Fall 2008 & 2012
- Service-Learning Project & Exhibition, Udac/ Art Junction, spring 2005-2011
- Course construction, department reviews, campus events, committees 2003-2014

Education

- 2003-2001 **Masters of Fine Arts**, Indiana State University, Terre Haute Indiana
- 2000-2001 **Student at Large**, Graduate Studies, Southern Illinois University, Carbondale Illinois
- 1994-1998 **Bachelor of Fine Arts**, University of Minnesota, Mankato Minnesota

Awards

- October 2022- Bisbee Individual Art Grant- Funding for Community interactive art activity in January & February 2023- **Bisbee Arts Commission**
- January 2019 Bisbee Individual Art Grant- Funding for Community interactive art activity in Sept 2019- **Bisbee Arts Commission**
- November 2018 Bisbee Individual Art Grant- Funding for National Arts Event- hosted by Fading Echoes/ Art gallery- **Bisbee Arts Commission**
- April 2009 **Craft Organization Development Association Scholarship**, Crafting Partnership for Growth: creating connections, St. Paul, MN.
- June 2009 **Career Development Grant**, Arrowhead Regional Arts Council, Duluth, MN.
- March 2008 **Award of Excellent**, Lake Superior College, for the pre-planning of the Community College Fine Arts Festival to be in October 2008

Presentations/Workshops

- March 2019 **Bakersfield College**, Bakersfield California- demonstration & lecture
- 2019-2012 **Sunflower Resort**- Phoenix Arizona- demonstration & lecture
- 2016 **Women Rising Leadership** - Desani Retreat Center- Bali Indonesia
- October 2014 & 2015 **The "Pit Fire"** Cochise College, Douglas Arizona- demonstration & lecture
- November 2014 **Arizona Western College**: demonstration & lecture, Yuma Arizona
- July 2014 **The Sounding Stone**: demonstration & lecture, Winnipeg Manitoba Canada
- July 2014 **Grand Marais Art Colony**: Visiting Ceramic Instructor, Grand Marais MN
- October 2013 **Raku Workshop**: demonstration & lecture, Serra Vista College, Serra Vista Arizona
- September 2013 **Duluth Celebrates Clay/ Minnesota Women Ceramic Artists**: Organizer & Lecture, Duluth Art Institute, Duluth MN
- July 2013 **Pit Fire Workshop** : demonstration & lecture, Steep Rock & Winnipeg, Manitoba Canada
- March 2013 **Coordinator**: Explore Art workshop – Lake Superior College – with visiting artist Tate Rich, Robert Husby & Dorian Beaulieu
- September 2012 **Coordinator**: MN Community College Fine Arts Festival- Creative Flow Creative Oneness- Ruttger's Conference Center
- May/ June 2009 **International Workshop**: Guangzhou Academy of Fine Arts, Guangzhou, China demonstration & lecture
- October 2008 **Coordinator**: Lake Superior College the Community College Fine Arts Festival- Involving 40 workshops by 23 artists, 13 MN. Community Colleges and 180 participants

Presentations/ Workshops continued

- June 2008 **International Workshop**: Guangzhou Academy of Fine Arts, Guangzhou, China
- April 2007 **Hands on ceramic workshop** 1 day: demonstration & lecture, Yuba City College, Marysville California
- July 2007 **Gallery Coordinator & Hands on ceramic: Pit Fire workshop- International Wood Fire Conference** 14 day: demonstration & lecture, Duluth MN. Lake Superior College
- October 2006 **Campus are Citizens: What's your Story** 30 minute presentation: "Engaging the Arts", Minnesota Campus Compact, Earle Brown Heritage Center, Brooklyn Center, Minnesota
- February 2005 **Awaken your Consciousness**: 90 minute presentation; **Arts, Culture, & Community, A Service Learning Approach**, 3rd Annual Service Learning in the Arts conference, Sarasota, Florida

Galleries to purchase artwork

Bisbee Arts Commission- Art dispensary machine: Convention Center- 2 Main Street Bisbee Arizona

Tumbleweed Mining Company / Gallery- 81 Main Street Bisbee Arizona

Vulcan Pottery- 120-3 Naco Road Bisbee Arizona

Businesses

Current- January 2016 **Fading Echoes**, Art Boutique / personal ceramic studio, Founder / Owner, Bisbee Arizona

2019-January 2005 **Snoodle Ceramic Studio & Gallery**, personal and community ceramic studio, Founder / Owner, Duluth, Minnesota

2019-October 2006 **Unicornuopia**, Limited Liability Company, Duluth, MN.

2011-2012 **Stagecoach Pop-Up Gallery**- open for 4 months Downtown, Duluth MN

Affiliations

Current- 1997 Membership- **NCECA** / National Convention for the Education of Ceramic Arts

Current- 2013 Member **Minnesota Women in Ceramic Artists** – organized and lectured **Duluth Celebrates Clay/ Minnesota Women Ceramic Artists**

2022-2016- Cochise College **Pit Fire festival** committee- Organizer – Ceramics faculty member

2015-2003- **Empty Bowl Event**, Duluth Art Institute, Lake Superior College

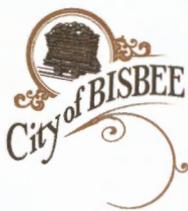
Tonya Borgeson / artist statement 2024

My artwork communicates about human life and experiences. I embrace the unknown and flow with the mystery that unfolds in the creative process. My creations have a playful mix of personalities. I share my creative process through instructing a variety of art techniques. My artwork embodies these interactions I have with other people and the earth we share. I often connect with nature and these practices influence my artwork, through drawing, walking, sailing, kayaking, and sitting in contemplation. I listen to what's around me in nature and I let the essence of the earth express through my hands. My interest and intent create connections between people through interaction, focusing on designing purpose filled lives.

“The Creative Process is the window that allows me to see the imagination that is within me. I'll start with an idea and make changes along the way as new possibilities occur, always looking for different approaches. The end result in the art pieces is a captured moment of spontaneous creativity with the art discovery process being the catalyst. Each artwork represents its own moment and therefore is one of a kind.”

Thank you- Tonya Borgeson

- Tonya Borgeson is a popular instructor and prolific artist. Encouraged to pursue her creative spark, Tonya began her Art career 30 years ago with her first art classes in high school. With formal education, travel abroad and continued learning she has developed her art skills in drawing, painting, ceramics, sculpture, glass arts, performing arts and instillation art. Tonya has a Master of Fine Arts and works with students ranging in age from 2-102. Her experiences include being an Instructor of Art at Lake Superior College in Duluth MN and Pima College & Cochise College in Arizona. She has also organized multiple Minnesota statewide Art Conferences, is a creative consultant, and has several art/gallery businesses in Minnesota and Arizona. She has contributed to the field of Art by exhibiting, lecturing, and giving art workshops, both nationally and internationally. Tonya's passion has expressed itself in the arts throughout her life.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19, 2024**

Regular Special

DATE ACTION SUBMITTED: March 5, 2024

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and Possible Approval of the Recommendation from the Bisbee Arts Commission to fund a Grant Application for "Tamela Turtle Triplicated" as part of larger exhibition "The Spirit of the Body" submitted by Ms. Tamela (Turtle) Willsey in the amount of \$500.00 from the Bisbee Arts Commission Fund.

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the funding of the grant application for "Tamela Turtle Triplicated" as part of larger exhibition "The Spirit of the Body" submitted by Ms. Tamela (Turtle) Willsey in the amount of \$500.00 from the Bisbee Arts Commission Fund.

DISCUSSION:

At the March 4, 2024 meeting of the Bisbee Arts Commission, the Commission unanimously approved a recommendation to the City Council to fund \$500.00 for Ms. Tamela (Turtle) Willsey "Tamela Turtle Triplicated" as part of larger exhibition "The Spirit of the Body".

FISCAL IMPACT: \$500.00

DEPARTMENT LINE-ITEM ACCOUNT: 42-40-10530

BALANCE IN LINE ITEM IF APPROVED: \$1,800.00

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

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



1 of 6
RECEIVED

FEB 29 REC'D

City Clerk's Office
City of Bisbee

BAC Bisbee Artist Grant Application

Bisbee Arts Commission

The Bisbee Arts Commission is charged by the Mayor and Council to make recommendations to the council regarding funding of eligible art projects. The goal is to support the artists and arts in the Bisbee community in the following categories:

1. Visual Arts
2. Performing Arts
3. Film and Video
4. Arts Education
5. Promotion: Projects or advertising that promote the Bisbee Arts Community.

Example: Bisbee Artist Studio Tours

There are 4 steps to the funding process:

1. Fill out the following application and include your project budget, resume, and an artist's statement. *Type or print clearly. Please keep answers clear and concise.*
2. **Provide 8 copies of this application and project budget, resume, and artist's statement at the time of submittal to Bisbee City Hall located at 915 S. Tovreaville Road, Bisbee, AZ 85603.**
3. The Bisbee Arts Commission must be clearly acknowledged in print, or announced at the event, as a sponsor of funded projects.
4. Submit a final report within 30 days of completion of funded project. A final report form is included at the end of this application and does not need to be included when the application is submitted.

Eligibility requirements:

1. The primary audience for the project must be Bisbee residents.
2. The project must stand alone as an artist endeavor aimed at a public audience. *Example: The BAC will not pay to provide artistic entertainment for a non-artistic industry convention or event.*

3. Applicant must be an individual artist or group/collective of artists. *This grant funding is not for non-profits or government entities. The BAC will consider sponsorship for these categories of grantees through-out the year. For consideration of funding by the BAC, please contact us @ bisbeeartscommission@gmail.com.*

Applications for assistance with normal, 'business as usual' expenses involved with the applicant's customary art practice or professional activities are not high priority for funding. If you have a question about the suitability of your idea for a grant, email us bisbeeartscommission@gmail.com.

With this Application, please include:

1. Your Project Budget: *A budget document should include all project income and all project expenses. The income should include the amount of your grant request. The source of any matching revenue, if applicable, should be shown. The total amount for expenses and the total amount of income should be equal to each other, so your budget is balanced.*
2. Resume
3. Artist Statement

General Information

Applicant's name: *(If you are applying as group or collective, please also list the contact name):*

Tamela (Turtle) Willsey *in any public communications please refrain from using my last name and only refer to me as Tamela Turtle
Phone number: (928) 458-0666

Email: tamelatheturtle@gmail.com

Mailing Address: 3495 W. Oldsmobile Dr. Bisbee, AZ 85603

Name of Project: "Tamela Turtle Triplicated" as part of larger exhibition "The Spirit of the Body"

Project Description: Sculpted Tamela Turtle replicas will display unique costumes that represent themes based upon my original songs. Working with the theme of larger than life, the replicas will stand over 6'6" tall. Exempla Gratia: My song "The Queen" is based on the Copper Queen Mine, so that particular outfit will incorporate aspects of the song lyrics, "turquoise, malachite, chrysocolla, azurite"; I will utilize raw and polished minerals from the Copper Queen Mine. The entirety of the project will include 3 replicas of me, thus creating, "Tamela Turtle Triplicated"

Amount Requested: \$500.00

(Grants to applicants range from a minimum of \$100 to a maximum of \$500.)

Project Cost

What is the total projected cost of the activity? \$800.00

What is the proposed use of the grant funds? Grant funds will be used primarily to pay other local artists that will assist in creating facial silicone molds and casts, wheeled stands for the sculptures, and printed marketing materials.

Location of project or activity

Are you a resident of the city of Bisbee, Arizona? Yes!
(We ask this for our own reporting. City residency is not required for consideration, but funded project must take place or be shown within city limits.)

Activity Dates

When will your project take place? April 12, 2024 through May 12, 2024
For this round, supported activities should take place between November 2023 and October 2024, although they can extend before and after this period.
 *this project may be used for future installations

Local Community Impact

In what ways do you think this project could have an impact on the local community?

My hope is to inspire others to explore their own individual artistic expressions and to remember that art can be created on a daily basis!

Are other artists involved? Yes!

If there are other artists involved in your project in a meaningful way, please list them below and explain briefly how they are involved.

Juanetta Hill-creating silicone face molds that will be displayed on the sculptural mannequins

David Neufeld-providing a space to create sculptures, initiating art exhibition "The Spirit of the Body" where the installation "Tamela Turtle Triplicated" will be on display.

Austin Bacak-design and engineer for mannequins stands and marketing materials.

If you are applying on behalf of an artist collective or group, please provide the names and artistic disciplines for others in the group.

Additional Information

What other details about the project and your request for grant funding would you like the review panelists to know?

The main goal of this project is to push my limits in medium and form. Allowing me the opportunity to expand my normal forms of performance art and move into art installations, sculpture, and expression through design. In the future I would like to combine all forms of physical and performance art to create installations and shows incorporating all aspects of my creative self.

Upon request, I agree to provide the City of Bisbee with a full accounting of the funds received, including receipts, cancelled checks and other documents suitable for proof of payment.

I agree to complete the project for which funds are requested within 1 year of notice of award.

I will provide a written, final report to the City of Bisbee within 30 days of completion of the project.

I agree that if funds are not used for the stated purpose and within 1 year of award, they will be returned to the BAC.

Funds received may be subject to 1099 tax reporting requirements.

Tamela (Turtle) Willsey

Typed or Printed Name



Signature

2-29-2

Date

Artistatement

I create art everyday... whether it is sculptural engineering of cloths and adornments upon my body or spontaneous acts of improvisation through song and dance to organized theatrical performances..

I am a multi-dimensional artist.

This proposed project is an exploration to combine elements of costume design and original songs with an emphasis on the human body and large scale art installations.

"The Queen"



© 2024



Tamela Turtle

artist resume

*** Performance artist in Bisbee, AZ 2021-present

-Singer/songwriter performances created with themes
: Alice in Bisbeeland 2022 Room 4 Bar
: Pirates of the High Desert 2023 City Park
: Pride 2023 Room 4 Bar
: Alice in Bisbeeland 2023 Hitching Post Saloon
: Art Spooktacular 2023 The painted Portrait
: Art Harvest 2023 The Pythian Gallery
: Numerous more, but not enough paper
: Sidepony Music Festival 2022 and 2023

*** One Woman show "Tamela Turtles Theatrical Third Thursdays"
2022-2023 Hitching Post Saloon, Bisbee AZ
Hosted monthly one woman show that included song, music
and theatrics. designed sets and costumes. Created themes
and wrote original music.

*** Actress/Costume designer Bisbee, AZ 2021-present

:actress in several music videos produced by Mike Foster
:costume designer for short films produced by Mike Foster

*** wearable art creator Bisbee, AZ 2022-present

:design jewelry out of desert elements
that create magic when worn
:current pieces can be found at Vulcan Pottery, Bisbee AZ

°° Mother Hen Prescott, AZ Pompano Beach, FL and Bisbee, AZ
2012-present

:provide safe space under wing
:cultivate creative expression through curiosity
:provide tools to make music and art
:consistent gifts of love and hugs

*** Performance Artist in Prescott, AZ 2005-2011

-Singer/songwriter
:Sharlot Hall Folk Festival 2010
:Indian Arts Festival 2010
:Singer/songwriter showcase at the Elks Theatre 2010
:hosted weekly Open Mic at the Hassayampa Inn 2009-2010
:Tsunami on the square 2008
:plenty more, but I can't remember them all

*** Visual Artist in Prescott, AZ 2005-2011

:gallery show of painted works Eye on the Mountain Gallery
curator Racheal Houseman 2008
:original member of the Mural Mice

* more info upon request

Project Budget

Requested grant from Bisbee Arts Commission	-\$500.00
3 mannequins	\$200.00
Lumber and labor for stands	\$350.00
Silicone face molds	\$100.00
Marketing materials	\$100.00
Bluetooth speaker for performance	\$ 50.00

projected cost for the artist	\$300.00
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REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19, 2024**

Regular Special

DATE ACTION SUBMITTED: March 4, 2024

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: **Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-13; Repealing Ordinance O-09-03 and Abolishing the Streets and Infrastructure Committee; Amending the Zoning Code, Article 2 Officials, Boards and Commissions, Section 2.3 Planning and Zoning Commission, Subsection 2.3.2 Powers and Duties, Adding a New Subsection G providing for Additional Duties; providing a Housing Impact Statement for the Zoning Code text Amendment; providing for the Repeal of Conflicting Ordinances; providing for Severability.**

FROM: **Ken Budge, Mayor**

RECOMMENDATION: **Approve Notice of Intent**

PROPOSED MOTION: **I move to approve the Notice of Intent to Adopt Ordinance O-24-13; Repealing Ordinance O-09-03 and Abolishing the Streets and Infrastructure Committee; Amending the Zoning Code, Article 2 Officials, Boards and Commissions, Section 2.3 Planning and Zoning Commission, Subsection 2.3.2 Powers and Duties, Adding a New Subsection G providing for Additional Duties; providing a Housing Impact Statement for the Zoning Code text Amendment; providing for the Repeal of Conflicting Ordinances; providing for Severability**

DISCUSSION:

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. Pauken*
Stephen J. Pauken,
City Manager

**NOTICE OF INTENT
ORDINANCE O-24-13**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, REPEALING ORDINANCE O-09-03 AND ABOLISHING THE STREETS AND INFRASTRUCTURE COMMITTEE; AMENDING THE ZONING CODE, ARTICLE 2 OFFICIALS, BOARDS AND COMMISSIONS, SECTION 2.3 PLANNING AND ZONING COMMISSION, SUBSECTION 2.3.2 POWERS AND DUTIES, ADDING A NEW SUBSECTION G PROVIDING FOR ADDITIONAL DUTIES; PROVIDING A HOUSING IMPACT STATEMENT FOR THE ZONING CODE TEXT AMENDMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY.

WHEREAS, Section 5.01 of the City of Bisbee Charter authorizes the Mayor and Council to create or abolish boards, commissions, or committees; and,

WHEREAS, Ordinance O-09-03 established a Streets and Infrastructure Committee to make recommendations to the Council regarding construction and repairs to the City's streets and public infrastructure; and,

WHEREAS, the purposes for the Streets and Infrastructure Committee have largely been accomplished and any remaining needs can be addressed through the Planning and Zoning Commission; and,

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to abolish the Streets and Infrastructure Committee and amend the duties of the Planning and Zoning Commission; and,

WHEREAS, the City has considered the impact this Zoning Code text amendment may have on housing.

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

Section 1. In General.

The Streets and Infrastructure Committee established under Ordinance O-09-03 is hereby abolished and Ordinance O-09-03 is hereby repealed in its entirety.

The City of Bisbee Zoning Code, Article 2 Officials, Boards and Commissions, Section 2.3 Planning and Zoning Commission, Subsection 2.3.2 Powers and Duties, is hereby amended by adding a new subsection "G" with additions in all CAPS as set forth below:

ARTICLE 2 OFFICIALS, BOARDS AND COMMISSIONS

2.3 Planning and Zoning Commission

...

2.3.2 Powers and Duties

...

G. HEAR AND CONSIDER COMMUNITY INPUT ON MATTERS CONCERNING THE CITY'S PUBLIC INFRASTRUCTURE, TO INCLUDE STREETS, ROADWAYS, RIGHTS-OF-WAY, BRIDGES, STAIRS AND RETAINING WALLS. RECOMMENDATIONS REGARDING THESE MATTERS WILL BE FORWARDED TO THE PUBLIC WORKS DEPARTMENT AND IF NECESSARY TO THE CITY COUNCIL.

Section 2. Housing Impact Statement.

The City has considered the impact this Zoning Code text amendment may have on housing as provided for in the attached Zoning Housing Impact Form, attached hereto as Exhibit A and incorporated herein.

Section 3. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 4. Providing for Severability.

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

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2024.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney

EXHIBIT "A"

A.R.S. § 9-462.01 HOUSING IMPACT STATEMENT

Ordinance No. 24-13

General estimate of the ordinance's probable impact on the average cost to construct housing for sale or rent.

Because the proposed language amending the duties of the Planning and Zoning Commission does not impact housing for sale or rent, and the proposed language does not add residential uses to the permitted uses, there is no probable impact on the average cost to construct housing for sale or rent as a result of this zoning code text amendment.

Describe any data or reference material on which the ordinance is based.

The City conducted it own internal review and determination on the assigned duties of the Planning and Zoning Commission.

Describe any less costly or less restrictive alternative methods of achieving the ordinance's purpose.

None.

ORDINANCE O-09-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE,
COUNTY OF COCHISE, STATE OF ARIZONA, ESTABLISHING A STREETS AND
INFRASTRUCTURE COMMITTEE AND PROVIDING FOR REPEAL AND
SEVERABILITY

WHEREAS, Section 5.01 of the City Charter authorizes the Council to create such committees, by ordinance, as in its judgment may be required and to grant them such power and duties as are consistent with the provisions of the Charter; and

WHEREAS, many of the streets and much of the public infrastructure of this City were originally constructed in the early part of the twentieth century and the useful life of these improvements has now been exceeded; and

WHEREAS, the City of Bisbee faces serious challenges in determining the appropriate priorities for addressing these problems, identifying suitable sources of funding for new construction and repairs, and determining how best to allocate the limited resources that are available for this work; and

WHEREAS, in order to succeed with a project of this magnitude, the City must seek the advice and recommendations of its citizens and utilize all of the relevant expertise that is available in this community;

WHEREAS, it would be in the best interests of the City and its citizens to establish a committee that will be tasked with the responsibility of fully investigating all of these issues and making recommendations to the Mayor and Council,

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

1. The Streets and Infrastructure Committee of the City of Bisbee is hereby established.
2. The duties and responsibilities of the Streets and Infrastructure Committee shall be as follows:
 - a. To investigate and document the current conditions of the streets, roadways, sidewalks, stairs, channels, culverts, retaining walls, pipelines and all other public ways and infrastructure of the City of Bisbee, hereinafter collectively referred to as the "streets and infrastructure."
 - b. To develop and to recommend a prioritized list of the streets and infrastructure which are most in need of repair or replacement, taking into account the condition of such structures, the amount of use each receives and the relative degree of

negative impact which may result from the failure of any such structure. This prioritization may be done by categories or as a single list, at the discretion of the Committee.

c. To review and to provide recommendations for the best available source or sources of funding for the required improvements and repairs to these streets and infrastructure.

d. To review and to provide recommendations for the most efficient and cost effective use of the equipment, monies and human resources which are currently available to the City to address these issues, or which might be available with a re-allocation of these available resources.

e. To provide such other and further recommendations to Mayor and Council as may be reasonably necessary to accomplish the objective of improving the condition of the streets and infrastructure of this community.

3. The Committee shall consist of seven (7) members. Each Council Member, including the Mayor, shall recommend one member for appointment to this Committee. Each Committee member proposed by a Council Member may be, but is not required to be, from the same ward as that Council Member. All recommended Committee members are subject to formal appointment by the Mayor, with the consent of the full Council, as required by the Charter. Any vacancies in this Committee shall be filled in this same manner, beginning with a recommendation by the Council Member who originally made the recommendation for that vacated position.

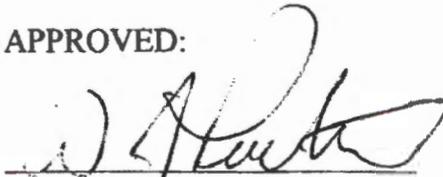
4. The Committee shall meet as often as it sees fit and shall have the full authority to designate a chairperson and to organize itself in the manner determined best by the members of the Committee. The Committee will need significant staff assistance and may request such help from the City Manager, who shall assign such staff to the Committee as he determines to be necessary and appropriate.

5. The Committee shall provide regular reports to the Mayor and Council on its progress on at least a quarterly basis. Within twelve months of the date of its first regular meeting, the Committee shall provide the Mayor and Council with a full report on all of the issues which have been assigned to this Committee.

6. The Committee shall continue to exist for as long as the Mayor and Council determine it to be beneficial.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this 3rd day of March, 2009.

APPROVED:



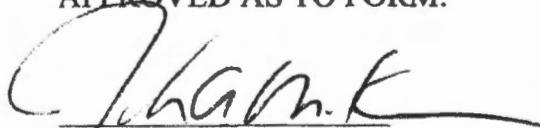
W. J. Porter, Mayor

ATTEST:



S.K. Honstein, City Clerk

APPROVED AS TO FORM:



John A. MacKinnon, City Attorney



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19, 2024**

Regular Special

DATE ACTION SUBMITTED: March 6, 2024

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-24-14; Amending the City Code by repealing Chapter 7 Building, Article 7.14, Boards of Appeal, and Replacing it with a New Article 7.14 Entitled "Building Advisory Board of Appeals"; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

FROM: Xavier Rodriguez, Building Inspector / Code Enforcement

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Notice of Intent to Adopt Ordinance O-24-14; Amending the City Code by repealing Chapter 7 Building, Article 7.14, Boards of Appeal, and Replacing it with a New Article 7.14 Entitled "Building Advisory Board of Appeals"; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

DISCUSSION:

Board of appeals should consist of members who are qualified by experience and training to pass judgement on matters pertaining to building construction and are not employees of the jurisdiction. Our building codes contain suggested requirements for appeal board members and all of them recommend technically qualified board members, qualified to make sound decisions on knowledge and experience. Making judgements of building code appeals requires familiarity with construction and separation from political considerations.

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. Pauken*
Stephen J. Pauken,
City Manager

**NOTICE OF INTENT
ORDINANCE O-24-14**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE COUNTY OF COCHISE, STATE OF ARIZONA, AMENDING THE CITY CODE BY REPEALING CHAPTER 7 BUILDING, ARTICLE 7.14, BOARDS OF APPEAL, AND REPLACING IT WITH A NEW ARTICLE 7.14 ENTITLED “BUILDING ADVISORY BOARD OF APPEALS”; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council have the authority to adopt and to amend, by ordinance, building and safety technical codes of the City of Bisbee; and,

WHEREAS, the City desires to have a board of appeals to hear matters related to the City’s various technical codes and to establish the duties and obligations of such a board; and,

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to amend the City Code to establish an Advisory Board of Appeals for those technical codes provided for in Chapter 7 of the City Code.

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

Section 1. In General.

The City of Bisbee Code is hereby amended by repealing and replacing Chapter 7 Building, Article 7.14 Boards of Appeal with a new Article 7.14 entitled “Building Advisory Board of Appeals” as follows:

CHAPTER 7 BUILDING

ARTICLE 7.14 BUILDING ADVISORY BOARD OF APPEALS

7.14.1 Creation of a Building Advisory Board of Appeals for Technical Codes

In order to hear and decide appeals of orders, decisions or determinations made by the Building Official, Inspector, or Fire Chief relative to the application and interpretation of the various adopted technical codes in Chapter 7, there shall be and is hereby created a Building Advisory Board of Appeals consisting of seven (7) members, appointed by the Mayor with the consent and approval of the City Council, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the City of Bisbee. Each member of the Board shall reside within the City Limits of the City of Bisbee. The intent shall be to have at least three members of the Board who are an architect, an engineer, and a general contractor. The City Clerk shall be an ex-officio

member of and shall act as secretary to the Board but shall have no vote on any matter before the Board. The Board shall adopt rules of procedure for conducting its business.

7.14.2 Appeals Process

All appeals must be taken within twenty (20) days of the issuance of the order, decision or determination of the Building Official, Inspector, or Fire Chief by giving written notice of appeal to the City Clerk. The intent of the appeal process is not to waive or set aside a technical code requirement; rather, it is intended to provide a means of reviewing a decision on an interpretation or application of a technical code or to review the equivalency of protection to the technical code requirements. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Building Official, Inspector, or Fire Chief certifies to the Board after a notice of appeal has been filed, that by reason of the facts stated in the certificate a stay would, in his/her opinion, cause imminent peril to life or property. The proceedings then shall not be stayed otherwise than by a restraining order issued by a court of record of competent jurisdiction or a restraining order granted by the Board.

7.14.3 Action of the Board

The Board shall have no authority relative to interpretation of the administrative provisions of the adopted technical codes, nor shall the Board be empowered to waive requirements of the adopted technical codes. The Board may modify or reverse any decision or order of the Building Official, Inspector, or Fire Chief in the interpretation or enforcement of a technical code in any particular case, when and only when, in the Board's opinion strict application and enforcement would result in peculiar and exceptional practical difficulties to, or exceptional undue hardships upon, or manifest injustice to, an appellant, and would be contrary to the spirit and purpose of the technical code, or the public interest, or when it is determined that the true intent has been incorrectly interpreted. Mere economic hardship or a hardship which is self-created shall not be considered a valid or sufficient basis for granting a reversal or modification of the decision or order. The Board shall promptly render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official, Inspector, or Fire Chief as may be applicable. A decision of the Board shall be final with no further appeal available to City boards or officials. Persons wishing further review must file their appeals in Superior Court.

Section 3. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 4. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by

ORDINANCE O-24-14

the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. Effective Date.

This Ordinance shall be effective from 30 days after the date written below.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this ____ day of _____, 2024.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: March 19th 2024

Regular Special

DATE ACTION SUBMITTED: <u>March 12th 2024</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 THE COST ALLOCATION POLICY	

FROM: **Keri Bagley, Finance Director**

RECOMMENDATION: **Approve City of Bisbee’s Cost Allocation Policy**

PROPOSED MOTION: **I move to approve the City of Bisbee’s Cost Allocation Policy.**

DISCUSSION: It is recommended by various public finance organizations that municipalities maintain certain financial policies. One of those policies is a Cost Allocation Policy which specifies how internal service (or overhead) costs are allocated across city departments. This method that has been in use since FY2018 and is an equitable way to allocate overhead costs. The City’s cost allocation policy was recently requested by a granting agency to support overhead cost reimbursement so this action will formalize the policy.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: *Keri Bagley*
Keri Bagley,
Finance Director

Reviewed by: *Stephen Pauken*
Stephen Pauken,
City Manager

COST ALLOCATION POLICY

Policy

The cost of services (hereafter referred to as internal services) provided by certain General Fund departments shall be allocated to all departments that use those services. The cost will be included in the budget of each department under the "GF Internal Services" account line. The annual cost will be expensed equally each month over the fiscal year and received into the "GF Internal Services" revenue account.

Purpose

The purpose of the Cost Allocation Policy is to provide transparency to show the true cost of providing internal services to each department. Additionally, Enterprise Funds, which are supported by user fees rather than tax dollars must have all costs identified in order to set appropriate rates to cover the costs of the service. Although Grant and Donation Funds are supported by internal service departments, most of these funds are excluded from this policy since most grants and donations received by the city are reimbursement of specific expenditures on equipment and vehicles and do not include reimbursement of overhead costs. If a grant does reimburse overhead, it is generally under a federally approved cost allocation plan. Departments that provide internal services in support of other departments include City Manager, Finance, City Clerk, Administration & General Government, Personnel, Legal Services, Information Systems, Building Maintenance, and Garage.

Responsibility

It is the responsibility of the Finance Department to calculate the cost allocations and enter them into the draft and final budgets. It is the responsibility of the City Manager to present the cost allocations to the Mayor and Council during the budget planning sessions and the responsibility of the Mayor and Council to accept or reject those allocations. It is the responsibility of the Finance Department to make the monthly journal entries to record the approved allocation amounts.

Summary of Procedures

The following is a summary of services provided by the General Fund Internal Services Departments and is not an all-inclusive list:

- City Manager
 - Management oversight and direction to city staff
 - Policy proposal and implementation
 - Development and oversight of the city budget
 - Authorization of contracts and purchases

- Finance
 - Payroll
 - Accounts Payable & Accounts Receivable
 - Banking fees & reconciliations
 - Billing and collections
 - Annual audit

- City Clerk
 - Records retention and records request fulfillment
 - Administration of city council meetings and meeting minutes
 - Distribution of information to the public through City websites and other means
 - Posting/publishing public notices
 - City elections

- Administration and General Government
 - City-wide costs are recorded here such as general liability insurance and insurance claims and deductibles, City Hall utilities, and copy machines.

- Personnel
 - Recruitment and employee screening/selection/terminations
 - Maintenance of personnel records
 - Maintenance of the Personnel Rules & Regulations Manual
 - Compliance with Federal and State employment rules and regulations
 - Benefit administration

- Legal Services
 - City-wide legal advice and services

- Information Technology
 - Software and hardware maintenance and upgrades
 - Technical assistance
 - Software Subscriptions and Internet Service

- Building Maintenance
 - Maintenance and repair of city buildings

- Garage
 - Vehicle maintenance and repair

Finance has determined that the budgeted expenses of the City's departments and funds can be correlated to the volume of services these departments use; the higher the department's expenses, the more internal services that department is using. For example, the Wastewater department with an annual budget of over \$3.3 million uses a great deal of internal services including invoice processing, sewer account administration, billing and receiving, bad debt collections and legal services. The Police and Fire departments with budgets of over \$2.5 million each have the largest staff therefore use a greater amount of internal services for personnel recruitment, payroll services, IT services, and vehicle maintenance and repair. Conversely, the Water Systems department with a budget of \$14,500 uses very little internal services, mostly invoice processing of monthly electric bills and occasional operational expenses. Because of this correlation it has been practice to allocate the general services costs to each department based on the departments' costs.

To calculate the allocation, first each department's budgeted expenditures are divided by the total budgeted expenditures of all departments. This determines each department's percentage of expenditures in relation to all expenditures. Then the internal services department budgeted expenditures are added up. This total is multiplied by each department's percentage to get each department's allocation amount as shown in the example on the next page.

This method is the most straight forward way to calculate each department's share of internal service costs without having to design a complex cost allocation plan. For federal grants an approved cost allocation plan includes as one of the major cost basis the square footage of the general services building and related utility and maintenance costs. Because of the City Hall fire and with four different City Hall locations in as many years this type of cost allocation plan would be impractical at this time. The federally approved overhead allocation method for grants (absent an approved cost allocation plan) is to use the "de minimis" method. This method allows an allocation of 10% of overhead costs to a project. However, ten percent of Internal Services Costs to each department would not be a fair distribution of this cost and would be an over-allocation of these costs. A review of the allocation amounts expensed to each department shows a reasonable amount allocated to each department based on the services these departments use as shown in the following example:

Allocations should be disbursed as in the following example:

Department	Budgeted Expenditures	Percentage of Total Expenses	Allocation Amount
Mayor & Council	\$ 37,422	0.25%	\$ 3,718
City Manager	128,598	0.87%	12,778
Finance	439,944	2.98%	43,715
City Clerk	164,549	1.11%	16,350
Comm. Development	173,005	1.17%	17,191
Admin & General Gov't	198,849	1.35%	19,759
Personnel	101,487	0.69%	10,084
Legal Services	145,000	0.98%	14,408
Water Systems	3,421	0.02%	340
Information Systems	67,500	0.46%	6,707
Police Department	2,346,422	15.87%	233,153
Fire Department	2,555,642	17.29%	253,943
City Magistrate	60,658	0.41%	6,027
Cemetery	6,480	0.04%	644
Building Maintenance	79,850	0.54%	7,934
Public Works Admin	151,374	1.02%	15,041
Garage	143,135	0.97%	14,223
Building Inspector	93,433	0.63%	9,284
Parks	196,869	1.33%	19,562
Swimming Pool	49,147	0.33%	4,884
Library	207,738	1.41%	20,642
Senior Center	25,788	0.17%	2,562
Transient Room Tax	190,889	1.29%	18,968
Streets	1,786,790	12.09%	177,545
Airport	41,570	0.28%	4,131
Sewer Fund	3,193,169	21.60%	317,291
Sanitation Fund	994,375	6.73%	98,807
Queen Mine Fund	1,199,811	8.12%	119,220
Total:	\$ 14,782,915	100%	\$ 1,468,912
Total Internal Services Costs:	\$ 1,468,912		



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19th, 2024**

Regular Special

DATE ACTION SUBMITTED: <u>March 13th, 2024</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER <input type="checkbox"/>
SUBJECT: Discussion and possible approval to have Classic Pools Inc complete structural repairs to pool floor and walls	

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve to have Classic Pools Inc complete structural repairs to pool floor and walls

DISCUSSION

Classic Pools is providing a two-year warranty for their work and say work completion time is 4 to 6 days. They will saw cut 200 linear feet of cracks.

FISCAL IMPACT: \$19,614.74

DEPARTMENT LINE-ITEM ACCOUNT: 10-99-99100

BALANCE IN LINE ITEM IF APPROVED: \$15,112.30

Prepared by: 
Matthew Gurney
Public Works Director

Reviewed by: 
Stephen Pauken
City Manager

Classic Pools Inc.

MAILING: 8987 E Tanque Verde Road Suite #309-404
Tucson, AZ 85749 US
(520)721-8282
classpoolsmary@gmail.com
http://www.classicpoolsaz.com

Estimate

ADDRESS

City of Bisbee
Matthew Gurney
(520) 432-6262
1 Higgins Ave

ESTIMATE # 17181

DATE 03/07/2024

EXPIRATION DATE 05/31/2024

ACTIVITY

AMOUNT

Jim Weber 721-8282

STRUCTURAL REPAIRS TO POOL FLOOR AND WALLS

Large floor crack at mid point floor of pool.
Crack runs across the floor length and up both parallel walls
approximately 55 linear feet.

Perform all the labor required to saw cut fifty foot by one foot section (50 foot x 1 foot).

Demo and remove plaster and gunite as needed to expose rebar.
Remove all damaged steel. Clean and prep area, haul away debris.
Weld on #4 Rebar to existing steel to gain stronger tensile strength.
Backfill and tamp area.

Pour 5000psi concrete at repaired areas.

Plaster patch area's.

Perform all the labor required to saw cut 200 linear feet of cracks.

Saw cut diagonal cuts every 12" to 18"/

Clean and prep cracks.

Install carbon fiber rods into cuts.

Epoxy fill all cracks and secure carbon fiber rods with epoxy.

Apply two part epoxy over all cuts.

Clean up entire work area.

Total Cost \$18,814.74

18,814.74

Work completion time 4 to 6 days

Two Year Warranty

Travel Charge

800.00

TERMS:

Deposit 1/2 down of total contract price, balance due upon completion of work

Sales Tax is included in total cost

TOTAL

\$19,614.74

OFFICE ADDRESS: 3837 E 40th Street

FAX 721-1080

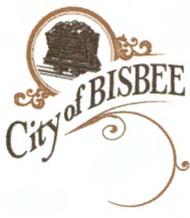
ROC LICENSE #110656 R06 #110661 C06 #166105 CR5 #196004 CR5

Accepted By

Accepted Date

OFFICE ADDRESS: 3837 E 40th Street
FAX 721-1080

ROC LICENSE: #110656 R06 #11066 C06 #166105 CR5 #196004 CR5



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19, 2024**

Regular Special

DATE ACTION SUBMITTED: <u>March 12, 2024</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 the Kimley Horn Standard Client Agreement for the section of the Bikeway Project.	

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approve to enter into a Preliminary Engineering agreement with Kimley Horn and sign the Standard Client Agreement for professional services for a section of the Bisbee Bikeway Project.

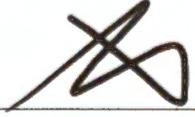
PROPOSED MOTION: I move to approve entering into a Preliminary Engineering agreement with Kimley Horn and sign the Standard Client Agreement for professional services for a section of the Bisbee Bikeway Project.

DISCUSSION: K-H will provide coordination with City, ADOT, team members and other project stakeholders to provide general project coordination s to construct a shared use pathway along SR 80 in Bisbee using federal funding to create a 1.43-mile shared use path (SUP) from downtown Bisbee to Erie St., reconfigure SR80 from Erie St. to Queen Mine Tour from four lanes to three and install a median to separate the travel lanes.

FISCAL IMPACT: \$49,863.00

DEPARTMENT LINE-ITEM ACCOUNT: N/A 11-40-22514

BALANCE IN LINE ITEM IF APPROVED: N/A TBD

Prepared by: 
Matthew Gurney

Reviewed by: 
Stephen Pauken

**AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2024, by and between the CITY OF BISBEE, an Arizona municipal corporation ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). Consultant and Client may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

NAME OF PROJECT: Lavender Pit shared use path - Federal Award ID 07-79-07920; URI: 119309 ("the Project.")

The Client and the Consultant agree as follows:

- 1) Scope of Services and Additional Services. The Consultant will perform only the services specifically described in Exhibit "A," which is made a part of this Agreement ("the Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, Project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions, unless such decisions require City Council approval.
 - b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as survey, engineering data, environmental information, etc., all of which the Consultant may rely upon. However, the Client does not guarantee the accuracy of such documents.
 - d) Arrange for access to the Project site and other property as required for the Consultant to perform services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.
 - g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client may require.
 - h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work after receipt of a fully executed copy of this Agreement. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.
- 4) Compensation for Services.
 - a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly

rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, Project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

- b) If the Consultant's compensation is on an hourly basis, the Parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant and agreed to in writing by the Client exceeding any estimates shall be the liability of the Client.

5) Method of Payment.

- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this Agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving 7 days' notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
- b) If the Client relies on payment or proceeds from a third-party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third-party to secure payment.
- c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.
- e) The Client agrees that payments issued to the Consultant are not subject to any contingency or condition once issued. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

- 6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly requested by the Client in writing. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both Parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software of technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley->

horn.com/khts-software-license-agreement (“the License Agreement”) which terms are incorporated herein by reference.

- 8) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party upon seven days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the the Client. The Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under this Agreement or \$150,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 12) **Insurance.** Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Client. The required insurance shall be endorsed to indicate it is primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the Client as an Additional Insured.
 - a) **Commercial General Liability:** Consultant shall maintain “occurrence” form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit.
 - b) **Professional Liability:** Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by Consultant, or anyone employed by Consultant, or anyone for whose negligent acts, mistakes, errors and omissions Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

- c) Vehicle Liability: Consultant shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's services under this Agreement.
 - d) Workers' Compensation Insurance: Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of services under this Agreement.
 - e) Additional Coverage: To the fullest extent permitted by law, if Consultant maintains higher insurance limits than the minimums shown above, the Client requires and shall be entitled to coverage for the higher limit maintained.
- 13) Mutual Waiver of Consequential Damages. In no event shall either Party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 14) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained
- 15) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 16) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 17) Construction Phase Services.
- a) The Consultant will make visits to the project site in accordance with Consultant's scope of services to determine, in general, if the work is proceeding in accordance with the construction contract.
 - b) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - c) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - d) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

- 18) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 19) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant, which consent shall not be unreasonably withheld. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to Project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.
- 20) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 21) Compliance With Federal and State Laws. The Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is attached hereto as Exhibit "B." Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to the Client that the Consultant and each of its subcontractors ("Contractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Client. The Client retains the legal right to inspect the papers of any Consultant or Contractor who works on this Agreement to ensure that the Consultant or Contractor is complying with the Contractor Immigration Warranty. Consultant agrees to assist the Client in regard to any such inspections. The Client may, at its sole discretion, conduct random verification of the employment records of the Consultant and of any Contractors to ensure compliance with this Contractor Immigration Warranty. Consultant agrees to assist the Client in regard to any random verifications performed. Neither the Consultant nor any Contractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Consultant or Contractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A. The provisions of this Article must be included in any contract the Consultant enters into with any and all of its Contractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or Contractor.
- 22) Nondiscrimination. Consultant shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the American with Disabilities Act of 1990. In addition, shall include similar requirements of subcontractors in any contracts entered into for performance of obligations under this Agreement.

- 23) Cancellation. All Parties are hereby put on notice that this Agreement is subject to cancellation for conflicts of interest, pursuant to A.R.S. § 38-511.
- 24) Boycott of Israel. Pursuant to A.R.S. § 35-393.01, Consultant certifies that it is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- 25) Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Consultant certifies and agrees Consultant does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 26) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the Parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both Parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF BISBEE

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Pierce | Coleman

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Federal ID Number						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner	<input type="checkbox"/>

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19, 2024**

Regular Special

DATE ACTION SUBMITTED: March 12, 2024

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: Discussion and possible approval to enter into a Joint Grant Management Agreement between Bisbee Bikeways and the City of Bisbee for joint management of the EDA ARPA grant awarded for the Lavender Pit shared use path.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approve to enter into a Joint Grant Management Agreement between Bisbee Bikeways and the City of Bisbee for joint management of the EDA ARPA grant awarded for the Lavender Pit shared use path - Federal Award ID 07-79-07920; URI: 119309.

PROPOSED MOTION: I move to approve entering into a Joint Grant Management Agreement between Bisbee Bikeways and the City of Bisbee for joint management of the EDA ARPA grant awarded for the Lavender Pit shared use path.

DISCUSSION: The Special Award Conditions of the EDA grant for the Project designate the City as the lead grantee. The special Award Conditions further require the Parties to have a joint grant management agreement in place prior to disbursement of grant award funds. i. The BB Project Manager (“PM”), City Public Works Director, Public Works Operations Manager, City Manager, City Planner, City Finance Director, City Attorney, and other City staff, and hired contractors, shall work together towards the completion of this Project as outlined in the “Special Award Conditions”, “Form CD-451”, and the “Lavender Pit Project Scope”, and any approved amendments to these documents.

FISCAL IMPACT: \$31,335.67

DEPARTMENT LINE-ITEM ACCOUNT: 11-40-22515

BALANCE IN LINE ITEM IF APPROVED: TBD

Prepared by: 
Matthew Gurney
Public Works Director

Reviewed by: 
Stephen Pauken
City Manager

Federal Award ID 07-79-07920; URI: 119309
JOINT GRANT MANAGEMENT AGREEMENT

THIS JOINT GRANT MANAGEMENT AGREEMENT (hereinafter the “Agreement”) is entered into this ___ day of _____, 2024, by and between *ECOTOPIA*, an Arizona non-profit corporation d/b/a *Bisbee Bikeways* (“BB”) and the *City of Bisbee*, an Arizona municipal corporation (the “City”) for joint management of the EDA ARPA grant awarded for the *Lavender Pit shared use path* - Federal Award ID 07-79-07920; URI: 119309 (hereinafter the “Project”). The City and BB may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Project will be located on State Route (SR) 80, which is operated by Arizona Department of Transportation (ADOT), and located on Freeport McMoRan land.

WHEREAS, an IGA between ADOT and the City has outlined maintenance responsibilities, and has been submitted to the EDA.

WHEREAS, the Special Award Conditions of the EDA grant for the Project designate the City as the lead grantee.

WHEREAS, the Special Award Conditions further require the Parties to have a joint grant management agreement in place prior to disbursement of grant award funds.

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

AGREEMENT

Joint Grant Management and Responsibilities for the Project:

- i. The BB Project Manager (“PM”), City Public Works Director, Public Works Operations Manager, City Manager, City Planner, City Finance Director, City Attorney, and other City staff, and hired contractors, shall work together towards the completion of this Project as outlined in the “Special Award Conditions” (attached), “Form CD-451” (attached) and the “Lavender Pit Project Scope” (attached), and any approved amendments to these documents.

All activities, materials and information needed to complete this Project within the agreed upon project development time schedule (construction beginning date of 9/19/25 and construction completion date of 9/19/26) shall be executed in a timely manner so as to avoid revocation of this award. The “Lavender Pit Project Scope” may need to be updated periodically by the PM as delays or expedited milestones occur.

- ii. The PM will be responsible for filing the quarterly EDA Project reports. All City staff including the Public Works Director, City Planner, City Attorney and City Manager, and all contractors hired by the City for this project such as the Resident Engineer/ Inspector will provide information, and review the reports as needed in a timely manner so the reports can be submitted within the time schedule outlined in the Special Award Conditions (December 31, March 31, June 30, September 30).
- iii. The City Finance Department will be responsible for filing the semi-annual project financial reports (March 31, September 30) and the Final Financial Report (Form SF-425).
- iv. The City Finance Department will file the proper paperwork for requesting funds and will receive and distribute the EDA grant funds. This includes funds for all personnel required to complete the project such as contractors hired by the City, City staff, and BB staff.

As outlined in the letters of commitment submitted with this grant proposal, BB is responsible for a cash match of \$31,335.67, and an in-kind contribution of \$5,779.33. BB will distribute the cash match of \$31,335.67 to the City in advance of all payments. The City is responsible for an in-kind contribution of \$2,748.00 and will distribute the donated cash match of \$10,000.00 from the local anonymous donor. During the disbursement of funds, the City Finance Department will determine the amount of the respective matching shares and distribute the match accordingly when paying each contractor.

- v. During the design phase, the PM will act as the main point of contact for this Project, and continue to facilitate communication between the City, EDA, ADOT, the contracted engineering firm and other stakeholders as needed. The PM shall work with the City Public Works Department to monitor and facilitate progress in contracting the engineering firm, ensuring the required timeline for design is followed, and ensuring that the community input received in the feasibility study is incorporated into the design of the Project.

The PM will send out periodic updates to the public through the BB newsletter, and BB Facebook page. The City library staff will link the BB updates to their newsletter and the library and City Facebook pages.

The City will be responsible for hiring a Resident Engineer/ Inspector (“RE”) who will review the design plans at 30%, 60%, 90%, 100% completion and any other related design review as needed. The RE will also review invoices and ensure compliance with the contracted engineering firm’s scope and fee.

The City will be responsible for completing a Project Inspection Agreement that is satisfactory to the EDA (as outlined in SAC 25).

The PM, RE, Public Works Department, Finance Department will work together to ensure that the budget is being followed.

- vi. During the construction phase, the PM will continue to act as the main point of contact with the EDA as the Grant Administrator, and will continue to monitor the timeline of the

Project, ensuring that all milestones are completed as outlined. The PM will continue to submit the quarterly progress reports with input from the RE and City Staff. The City staff and RE will complete tasks and communications in a timely manner as requested by the PM to fulfill the granting agency's conditions.

The City is responsible for bidding, award, and management of the construction contract for the Project. The City's Public Works Department will work together with the PM, and RE to develop an Invitation For Bid ("IFB") for the construction contract to be presented to the City Council for approval prior to the construction contract being awarded.

As construction commences, the RE will become the main contact between the PM, City, ADOT, the engineering firm and the construction contractor.

The RE will be responsible for inspecting the construction and ensuring that it is following the final design of the contracted engineering firm. The RE will communicate between the City, and ADOT, and the PM while addressing the special award conditions related to construction activity to be submitted in the EDA quarterly progress reports. The RE will ensure that the contractor is following the budget and timeline submitted in their bid proposal. Any change orders requests will be reviewed by the RE, PM, the City and ADOT.

With input from the RE, the PM will send out periodic updates to the public through the quarterly BB newsletter, and BB Facebook page. The City library staff will link the BB updates to their newsletter and the library and City Facebook pages.

- vii. The City Attorney will complete Parts Two and Three of the "Site Certificate Checklist" provided by the EDA and be available, as needed, for legal inquiries related to this Project. If the City Attorney cannot provide information to the PM because of attorney client privilege then he will convey his legal interpretation to the City Public Works Department who will let the PM know in a timely manner concerning necessary information, so as to not hold up the progress of completing the milestones laid out in the Project scope.
- viii. The PM, with the input and approval from the City and RE, shall prepare and submit the Project closeout documents and any required program reports, except the final financial report, which shall be prepared by the City.
- ix. As provided for in the IGA between the City and ADOT (attached), the City will be responsible for the maintenance and repairs of the Project improvements upon completion of the Project.
- x. The PM, with the input and approval from the City, shall prepare and submit any necessary reports on program performance measures and outcomes, in such form and intervals as may be prescribed by EDA, including, but not limited to, the required job creation/retention and private investment leverage reports at three (3), six (6), and nine (9) years after EDA investment.

- xi. The City will prepare and submit any necessary real property reports.
- xii. As the Lead Recipient, the City will be ultimately responsible for all necessary information and submission of all reports required to be submitted to EDA pursuant to the Award.

The Parties shall promptly notify EDA of any changes to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Joint Grant Management Agreement on the date first written above.

CITY OF BISBEE

By: _____
Ken Budge, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph D. Estes, City Attorney

Ashlee Coronado, City Clerk

ECOTOPIA d/b/a BISBEE BIKEWAYS

By: _____
Meggen Connolley, Director

**STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION GROUP
206 SOUTH 17TH AVENUE
PHOENIX, ARIZONA 85007**

**TEMPORARY TECHNICAL ENGINEERING
PERSONNEL SERVICES,
CONSTRUCTION GROUP**

**CONTRACT NUMBER
2022-014.XX**

SCOPE OF WORK

November 2022

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GENERAL SCOPE OF WORK

The work consists of providing Temporary Technical and Engineering Personnel (Temp Tech) during peak workloads on an as needed basis. The additional temporary

personnel will serve as an extension of the Arizona Department of Transportation (ADOT) staff, to assist in the administration of highway construction projects throughout the State of Arizona in the support of the construction program. To meet these requirements the Consulting Firm must have experienced working staff of certified technicians and registered professionals available to be assigned.

Temp Tech classifications will be based on ADOT job classifications. Depending on the specific classification and task, the consultant may perform duties including, but not limited to the following:

- Construction project, supervision, management and on the job training
- Construction survey (provide total survey workstation and vehicle)
- Construction inspection for items including but not limited to: roadway, structures, electrical, landscape, permits
- Construction materials sampling and testing
- Construction office engineering support and administration
- Labor Compliance for construction projects, including On-the-Job Training, Davis Bacon, Disadvantaged Business Enterprises, and reviewing certified payroll compared to the interviews that were conducted in the field. (Usually performed by S5 or S6 Office staff classification)

All work performed by the Temp Tech will be in accordance with current ADOT requirements and guidelines, including but not limited to:

- Standard Specifications for Road and Bridge Construction
- Construction Manual and Bulletins
- Materials Testing Manual
- Materials Practices and Procedure Directives Manual
- Manual on Uniform Traffic Control Devices (MUTCD)
- Arizona Supplement to the MUTCD
- Supplemental Agreement Guide
- Partnering Evaluation Program (PEP)

Temp Tech will utilize computer programs appropriate to the tasks, including but not limited to:

- Construction Progress Estimate (CPE)
- LCPtracker
- Quantlist
- FAST

- PEN
- Google Mail and Calendar
- Supplemental Agreement Tracking System (SATS)
- DOORS

STAFFING REQUIREMENTS

The Consulting Firm shall have available sufficient Temp Techs with the experience and knowledge to adequately perform the duties of each specific assignment.

The Consulting Firm must maintain updated resumes of all Temp Techs including Registered Professionals scheduled to be utilized on this contract. Each resume must contain an accurate and detailed description of work experience (including number of years of work experience, dates and past employers, ATTI, ACI and other applicable Certifications or professional registrations); along with a copy of the individual's up-to date ADOT training matrix. It is the responsibility of the Consultant to maintain these records. Copies of resumes, certifications, and training matrices shall be provided to ADOT's Consultant Contract Administrator (CCA).

Resume information will be maintained by the CCA for callouts. The CCA will maintain electronic folders organized by classification of available Temp Techs.

The CCA maintains a Consultant Availability Spreadsheet for all available consultants. Individual Consultants may be in multiple classifications simultaneously, listed on separate lines, along with their District preferences, restrictions (e.g. conflicts), current certifications and expiration dates. The Consulting Firm shall maintain their own Consultant Availability Spreadsheet and provide an updated version to the CCA when any changes are made.

Resumes shall be kept updated at all times and shall be updated at least annually. By submitting a resume for consideration to provide services under this contract (callout assignments), Consulting Firms are committing and ensuring that the proposed consultant is available to perform services on any callout assignment that meets the consultants pre identified availability. The Consulting Firm is responsible for updating and maintaining the consultant's information, including qualification limitations and availability at all times. Failure by the Consulting Firm to do this will be reflected on the Consulting Firm's annual and final performance evaluation of this contract. Repeated failure by the Consultant to comply with requirements may result in termination of the contract. ADOT will provide all resumes from these folders when a callout request is submitted and forward the resumes to the respective Unit(s) for a qualification-based selection. When the selection is made, a confirmation notice will be sent to the

Consulting Firm for acceptance or rejection of the assignment. Rejection of the assignment, without good cause, whether by the Consulting Firm or the consultant, will have a possible consequence such as loss of future assignment opportunities.

By submitting a resume and Consultant Availability Spreadsheet for a Consultant, the Consulting Firm certifies that the submitted employee has attended and passed all available courses and certifications required for the grade in which they are being submitted. When a Consultant is being promoted by the Consultant to a higher grade

level, the Consultant certifies the temp tech has completed 90% of the available required classes to be promoted to the next grade level. When a necessary class or classes are not available or possible, the Consultant may ask the State Construction Engineer to approve a temporary waiver of the requirement until the training is available.

If there are no available Temp Techs for the desired classification then the callout will be posted for resume submittal by all firms listed under this contract.

Policy

Services requiring professional licenses under this contract require professional liability insurance to cover work performed.

Temp Techs provided by the Consulting Firm to supplement ADOT’s staff under terms of this contract are employees of the Consultant, not ADOT. The Consulting Firm, in accordance with employment statutes, must adhere to all Federal, State and Local regulations while performing work for ADOT. These include paying Workmen’s Compensation Insurance for their personnel and the payment and withholding of all taxes (e.g. Social Security and Unemployment Taxes). Both the individual employee and The Consulting Firm shall adhere to ADOT’s Conflict of Interest policies, governing rules, and guidelines, as applicable.

Prime Consultants or their subconsultants providing services under this contract, on a project as a Construction Cost Estimator, Project Schedule Reviewer, or Cost Estimator will not be considered to provide or be permitted to provide other services under this contract (other labor classification callouts) on the same project.

Construction Classification

The Consultant shall classify each Temp Tech’s resume according to the ADOT Job Classifications in the following table and as detailed in Appendix A:

Classification Table

CONSTRUCTION CLASSIFICATION	ADOT-ECS CLASSIFICATION EQUIVALENT	OT ELIGIBLE YES OR NO
Senior Resident Engineer	Resident Engineer - Sr.	No
Resident Engineer	Resident Engineer	No

Registered Landscape Architect	Registered Landscape Architect	No
Construction Cost Estimator	Cost Estimator - Sr.	No
Project Schedule Reviewer	Project Engineer - Sr.	No
Independent Construction Expert	Misc. Other/ADOT Pre-Approved	No
Registered Land Surveyor	Registered Land Surveyor	No
Contract Manager	Project Manager - Sr.	No
Assistant Contract Manager	Project Manager	No
Transportation Engineering Specialist	S9 (Inspection, Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Engineering Permits Technician Supervisor	S9 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Engineering Survey Specialist	S9 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Construction Technician IV	S7 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes

Transportation Engineering S7 (Inspection Office, Lab, Signals)
Permits Technician III Survey, Permits, Traffic Yes

Transportation Quality Control Specialist	S7 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Engineering Survey Senior Technician III	S7 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes

Traffic Signal and Lighting Crew Supervisor	S7 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Traffic Signal and Lighting Technician II	S6 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Construction Technician III	S6 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Construction Technician II	S5 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Engineering Survey Technician	S5 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Engineering Permits Technician II	S5 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Construction Technician I	S4 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Transportation Engineering Permits Technician I	S4 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes
Traffic Signal and Lighting Technician I	S4 (Inspection Office, Lab, Survey, Permits, Traffic Signals)	Yes

Training

In order to advance from one classification to the next, the Temp Tech must have the required experience and complete 90% of the available classes listed on the required Training Matrices that relate to the new classification in addition to the approval of the ADOT Contract Manager.

There may be instances where some assignments require additional certifications including but not limited to:

- OSHA 10/30 Safety Awareness
- Radiation Safety Training

- Erosion Control Coordinator (ECC)

Minimum ADOT training for Inspectors (all classifications) includes all of the following classes:

- (TCH3000) - Force Account Documentation for Inspectors
- (TCH3001) - Pay Item/Daily Diary Documentation
- (TCH3002) - Highway Plans Reading
- (TCH3351) - Transportation Mathematics 1
- (TCH3056) - PEN-Based Systems

Cost of Training is the responsibility of the Consulting Firm.

Equipment

ADOT will provide computers when required for the assignment. Computers supplied are ADOT property and will be used for ADOT business only. Additionally, all ADOT business will be conducted on an ADOT issued computer which will be provided by the Consultant Contract Administrator. The Consulting Firm is ultimately responsible for the return of the loaned computers. ADOT will designate an ADOT email account which must be used for all ADOT project related correspondence. If required, Consultant will provide vehicles and cell phones. When required, they will also provide the necessary equipment for density and concrete acceptance and a total survey workstation for the specific assignments. This equipment shall be in good working condition and meet the requirements of ADOT / AASHTO / ADOT / ASTM test methods.

Work Schedule/Duration

The length of the assignment will be based on the needs of the District. An assignment may be variable for up to a total of three years in one district. The original callout duration will be for no more than one year. Two additional one-year extensions may be

requested for a total of three years in one district. No consultant will remain on assignment in one district for more than three years unless recommended by the District Engineer and approved by the State Engineer or designee. If a Temp Tech has worked three or more consecutive years in one district, they will not be permitted to work in that district again for one year.

Other factors that may affect the duration of an assignment are as follows:

- ADOT staff becomes available
- Change in contractor work schedule
- Equipment failures (Contractors or ADOT)
- Temp Tech lacks knowledge of their assignment
- Performance by Consultant is deemed unsatisfactory

Additional projects may be added to Temp Tech(s) callout at the direction of the ADOT Supervisor. New projects assigned will remain at the same classification and will always relate to Temp Tech's experience.

Temp Tech's work week will be Saturday through Friday and will be paid only for actual hours worked. Work schedule will be determined by the ADOT Supervisor and may change due to weather, project's needs, and may include night work and work on State Holidays. For eligible positions, overtime is payable after forty hours in a work week. Holiday pay is the same as regular pay rate. Leave time shall be approved by the ADOT Supervisor in advance.

The following guidelines will be used for payment of partial work days:

- If the Temp Tech is notified the day before that there will be no work the next day, no wages will be paid for that day.
- If the Temp Tech has reported for work and is not utilized, wages will be paid for two hours.
- If the Temp Tech is released after work has commenced and work is halted for four hours or less, wages will be paid for four hours.
- If the Temp Tech is released after work is halted after four hours or more, wages will be paid for the hours worked.

If a Temp Tech is released from a callout due to lack of performance; health issues, or gives notice to leave the Consultant, the callout is over. If the Unit still needs a Temp Tech, a new callout will be posted.

Records

Temp Techs on inspections assignments under this contract will be required to maintain a descriptive Daily Diary in the ADOT PEN program to verify daily activities that include:

start and end of work assignment each day, weather conditions, task(s) assigned all project contacts, bid quantities, pay items and vehicle project mileage. Daily Diaries are the property of ADOT and must remain at the field office (UNIT) upon completion of the assignment.

Temp Techs on assignment under this contract will be required to submit electronic timesheets in Consultant Invoicing. Timesheets and Mileage Logs will be signed by the consultant and submitted via DocuSign to the Unit Manager or Supervisor. The Unit Manager or his/her designee must verify that the information is accurate. All pertinent information on timesheets must be accurate prior to submitting to ADOT's Construction or Materials Group.

The Consulting Firm must submit the monthly billing in Consultant Invoicing for approval. A copy of this billing along with back-up documentation will be sent to ADOT's Consultant Contract Administrator for review and processing. ADOT will reject incomplete billing invoices.

KEY PERSONNEL

The Consulting firm will identify an individual who is experienced in the Transportation Industry with special emphasis on Civil Engineering (highway and road construction), to function as the Consultant Contract Manager. The Consulting Firm's Contract Manager will be the liaison between ADOT and the Consulting Firm's employees, and will be the sole responsible person to assure that all the requirements of this contract are being met. In the Contract Manager's absence, the Consulting firm will identify an individual as the Assistant Contract Manager to fill this need. The Assistant Contract Manager required for this position is to assure ADOT that a contact person for the Consulting Firm will always be available. To better serve this contract, these two individuals should be thoroughly familiar with the firm's workload and have the authority to obligate the firm. The Consultant Contract Manager or the Assistant Contract Manager will be expected to maintain monthly communications with their personnel assigned to ADOT projects; the purpose for this is to assure they are meeting ADOT expectations, quality assurance and performance for the task(s) assigned. These two individuals shall be considered as Key Personnel to this contract and may not be replaced or roles reversed without written notification to ADOT's Consultant Contract Administrator and ECS. All other Classifications identified in Appendix A of the Scope of Work are not considered "Key Personnel" to this contract.

Consulting Firms providing services under this contract as a Prime Consultant do not have to submit resumes for all classifications defined in Appendix A of this Scope of Work. Prime Consultants must identify in the SOQ which labor classifications the Prime Consultant proposes to provide services for under this contract. The consultant is responsible for knowing which labor classifications are approved in their contract and shall not submit resumes or Consultant Availability Spreadsheets for labor classifications not approved on their contract. Any Prime Consultant may be asked to provide additional subcontracted professional services on an agreed upon basis so long as such services are needed and reasonably related to an approved state project. Costs for such subcontract shall be negotiated and agreed upon in a separate agreement.

PERFORMANCE

The Temp Techs are required to perform in a professional manner consistent with ADOT's Code of Conduct and Conflict of Interest Policies and maintain a good working relationship with ADOT personnel and the Contractor. If the Temp Tech's performance is determined to be unsatisfactory, ADOT reserves the right to immediately terminate the assignment. This type of dismissal may restrict the Temp Tech or result in restrictions on future assignments. Upon completion of the assignment, the ADOT Supervisor will complete the ADOT Temporary Technical Personnel Performance Evaluation form. A copy will be provided to the Consultant and kept as part of the contract file. If there is one or more unsatisfactory scores on the evaluation, the Consulting Firm will be required to provide a Performance Improvement Plan.

TRAVEL POLICY

This travel policy is in accordance with Statewide policy found in the State of Arizona Accounting Manual (SAAM) section 5065 - Vendor Travel. The definitions and travel policy guidance contained in this section should be used by the Consulting Firm, and it is their responsibility to verify and ensure the reimbursement requests will comply with this travel policy. Submission of invoices for payment constitutes certification by the Traveler (consultant) and the Consulting Firm, that the amounts claimed represent the actual qualified amounts incurred; they are not per diems or fixed allowances, during travel related to the assignment, and that the traveler is not requesting any reimbursements not allowed or not actually expended for the personal use of the traveler.

To determine eligibility for travel status, the Home Base is identified as the Consultant's office or the employee's residence, whichever is the lesser distance to the assignment. This distance must be greater than 50 miles from the Home Base.

Travel Definitions

Beginning of Callout: The first day the consultant reports to assignment.

Billable Hour Worked: Hours worked that directly correlate to the assigned project.

Callout Duration: The period of time the consultant is engaged to work in a specific classification, in a District, including any time extensions. May be ended before the designated period of time stated on the callout.

Callout Location: Either the Unit Office address, or the Duty Post Address. This will be stated on the callout.

Consultant: The individual assigned to a specific callout. May be an employee of the Prime consultant (Consulting Firm) or of a Subconsultant.

Consulting Firm: The Prime Consultant to this contract.

Consulting Firm Location for Home Base: The address designated on the prime contract.

Duty Post: Location of the work other than the Unit Office address.

End of Callout: The last day the consultant works on an assignment.

Home Base: Either the Consulting Firm's or Subconsulting Firm's office designated on the respective contract, or the Consultant's residence, whichever is closer to the assignment.

Subconsulting Firm: Consulting Firm contracted by the Prime to work on assignments.

Subconsulting Firm Location for Home Base: The address designated on the Subconsultant contract.

Travel Status: If the Callout location or the Duty Post location is outside of a fifty (50) mile radius of one's Home Base.

Travel Time: Time associated with travel between home base and the jobsite at the start and end of the callout and between lodging and jobsite within 15 miles. Does not refer to the time associated with travel during the work day, either on a project or between projects when a consultant is working on multiple projects. Not all travel time is billable.

Vehicle Callouts – Callouts that require a vehicle: Vehicle callouts are generally only resident engineers and inspectors. Non-vehicle callouts are generally office managers and lab technicians. The callout will state if a vehicle is required.

Vehicle Callout Reimbursement

- For Vehicle Callouts, the hourly rate for vehicles provided by the Consulting Firm will be established as \$8.00 per hour and charged for each hour the Temp Tech works.
- For Non-Vehicle Callouts (Personal Mileage) or Callouts that do not require a vehicle on ADOT projects,
 - Approval from the Resident Engineer is needed before Non-vehicle callouts can begin.
 - The miles specifically associated with an ADOT project shall be reimbursed at the current ADOT Travel Policy mileage rate, which is currently .445 per mile. The Consultant's overhead rate shall NOT include vehicle rates.
 - Assignment Miles - ADOT will reimburse all miles associated with the assignment from the established Home Base to the jobsite.
 - Start and End of Travel Period - ADOT will reimburse mileage and pay for travel time for the trip from their home base to the callout location at the beginning of the callout and from the callout location to their home base at the end of the callout. ADOT will reimburse the Consultant for miles traveled to the place of lodging from their office or residence, whichever is less, at the start and end of the travel period. Time and mileage are paid on the 1st trip to the duty post and the last trip home.
 - During the travel period, ADOT will reimburse mileage, but not travel time, beginning and ending at the place of lodging provided it is within 15 miles from the jobsite. Exceptions to this will either be stated on the callout or must be approved in writing, in advance, by the State Construction Engineer or their designate. No excess mileage or travel time will be paid unless approved in advance.
 - ADOT will reimburse the Consultant mileage for one roundtrip to their residence, per employee, per month, in addition to the mileage allowed above.

- Mileage logs must be submitted to be eligible for any travel reimbursements.

Other Vehicle Callout Conditions:

- There is no variation on mileage for part-time employees.
 - Sub-Consultants can have a different rate than the Prime-Consultant.
 - Personal Vehicles used to relocate travel trailers will not be reimbursed. ●
- Company vehicles used on callouts will have safety lights meeting the following minimum requirements.
- Light mounted on top of the vehicle – high enough to be visible at 15' radius and further from the vehicle.
 - Light bar shall be approved to be SAE J845 Class 1(preferred) or Class 2 regulation for visibility.
 - Light colors shall be amber.
- Mileage shall no longer be negotiated in overhead reimbursements.

Lodging and Meal Reimbursement

Lodging and meal reimbursement for travel shall not exceed \$100 per day, and the meal portion shall not exceed \$40. Only seventy-five percent (75%) of the \$100 will be paid on the first and last day of travel. Receipts are required to be submitted to ADOT who will review these reimbursement requests against the terms of this contract. If a firm cannot provide receipts upon request, costs will be determined to be unallowable and will not be paid. (No reimbursement will be paid if the distance is less than 50 miles from Home Base.). Exceptions or concessions to this Travel Policy may be made for remote areas. There will be no other exceptions or concessions made to this Travel Policy.

Lodging

- Monthly lodging will require a receipt from the lodging facility that shows the monthly amount, without deposits, and is presented with the first invoice. This invoice amount is divided by 30 and is reimbursable regardless if the consultant travels home on the weekend. Receipts must include the place of lodging, address of lodging, and a contact name and phone number.
- Travel trailers may be used for lodging. Proof of current registration for owned travel trailers or rental agreement provided for non-owned travel trailers must be submitted with the first invoice; no receipts are required for travel trailers. Current registration must be maintained throughout the callout. A \$25/day flat fee can be charged, no other charges are reimbursable. The \$25 can be charged on the weekend if the consultant travels home.

Other Lodging Conditions:

- ADOT will pay lodging expenses if the consultant becomes ill, up to 6 nights per

calendar year. If the consultant is away from work for longer than 2 consecutive work days due to illness, a doctor's note is required to be sent to the ADOT Construction Consultant Administrator prior to reimbursement. This is for any type of lodging the consultant is utilizing.

- ADOT will not pay any lodging for vacation time used by the consultant, regardless of the type of lodging the consultant is utilizing.
- Lodging will be paid on a scheduled work day, if weather does not allow the consultant to work.
- Lodging will be separated from meals on the time card.
- Hotels may not be amortized over time.
- Consultant firm assumes risk when entering into lodging agreements.
- ADOT will pay lodging on a state paid holiday for monthly lodging, travel trailers, or if the consultant chooses to stay in the hotel in lieu of returning home.
- A consultant that uses lodging from a place that does not use a formal monthly agreement or computer generated receipt, must use the receipt form generated by ADOT.
- Damage related fees will not be reimbursed by ADOT
- An adjustment to travel expenses may be applied if the State rates increase. This will be evaluated at the time of the yearly contract time extension.

Lodging Lease Fees:

- If a lease eligible assignment (lodging lease only and will be identified on the callout) is terminated early by ADOT, non-refundable lease fees will be reimbursed by ADOT up to a maximum of 1.5 times the monthly lease amount for the time remaining on the callout assignment.
- Temp Tech(s) released for cause will not be eligible for non-refundable lease fees.

Meals

Although they frequently do so, the amounts allowed for meals are not intended to cover the entire cost of meals consumed while in travel status. The amounts, however, are more than sufficient to compensate the traveler for the estimated difference between the cost of a reasonable meal taken on the road and the cost of a meal prepared at home or purchased at a cafeteria operating in a State facility.

- Non-food items, alcohol, or tobacco charges are considered non-reimbursable items.
- Any non-reimbursable items purchased must be on a separate receipt.
- Receipts submitted with non-reimbursable items will be rejected.
- No single day meal reimbursements.
- When a consultant does not work and is traveling home, only a partial day reimbursement is allowed for the day of travel; to include breakfast at a rate of up to \$11.00.
- When a consultant does not work and is traveling to the duty post, only a partial day reimbursement for the day of travel is allowed; to include dinner at a rate of

up to \$23.00.

- A limit of 75% of the meal allotment will be allowed on days worked less than 8 hours with travel from home.
- Restaurant receipts will be charged in full on the day incurred and the restaurant will be within the area of assignment.
- A consultant can choose to purchase groceries in lieu of going to restaurants; however, groceries cannot exceed the allocated meal rate of \$40, and
 - must be a food or beverage item
 - must be able to be consumed within a week
 - in general, be reasonable and prudent
 - Purchases must be made within a week prior to the start of the scheduled work week or within the work week. The receipt will be divided evenly by days up to 7 for the week (days will be determined by weekly length of stay by the consultant and cannot exceed other provisions in this travel policy).
- Meals will be separated from lodging on the time card.

Other Meal Conditions:

- ADOT will pay meal reimbursements if the consultant becomes ill, up to 6 days per calendar year. If the consultant is away from work for longer than 2 consecutive days due to illness, a doctor's note is required to be sent to the ADOT Construction Consultant Administrator prior to reimbursement.
- Meals will be paid on a scheduled work day, if weather does not allow the consultant to work.
- Laundry fees may be charged, but this will be subtracted from the allotted meal reimbursement.
- Meals will be paid on a state holiday if the consultant chooses to stay at the assigned location.

Cell Phones

Cell Phones with an assignment shall be billed only if the Consultant is contractually approved for reimbursement.

- Consultants may charge \$.29 per hour worked, up to \$11.54 per week. Not to exceed \$600 per year.

ECONOMIC DEVELOPMENT ADMINISTRATION ARCHITECT/ENGINEER CONTRACT CHECKLIST

EDA Award Number: _____ Date: _____

Recipient: _____

Co-Recipient(s): _____

Recipient's Authorized Representative: _____

Name & Phone Number

Project/Contract Description	Contract Award Date	Total Contract Amount	EDA Funded Amount	* Non-EDA Funded Amount
		\$	\$	\$

** Design services of project components not part of the EDA Grant Project and do not include EDA funds nor local match funds.*

- | | Y | N | NA |
|--|--------------------------|--------------------------|--------------------------|
| 1. The Recipient's Architect/Engineer (A/E) contract is in compliance with the Recipient's written procurement procedures. The firm was selected in accordance with the procurement standards set forth in 2 CFR Part 200, and according to the EDA publication "Summary of EDA Construction Standards." | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The A/E was selected competitively by sealed bids (formal advertising) or by competitive proposals. If not, attach an explanation of the selection method and the reason(s) for using that method. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Requests for qualifications were publicized and all evaluation factors and their relative importance were identified therein. Any response to publicized requests for qualifications was honored to the maximum extent practical. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Qualifications were solicited from an adequate number of qualified sources (normally it is sufficient to secure at least three proposals from qualified sources.) If less than 3 qualified proposals were secured, submit an explanation to the EDA Engineer with this checklist. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The Recipient has an objective method for conducting technical evaluations of proposals received, selecting the best proposal, and consideration of other factors. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The Recipient determined the responsible firm whose proposal was most advantageous to the program, with other factors considered. Competitor's qualifications were evaluated and the most qualified competitor was selected, subject to negotiation of fair and reasonable compensation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The A/E agreement provides for all services required by the Recipient for the planning, design, and construction phase of the proposed project. Appropriate standards or guides developed by such professional organizations as the American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA) may be used where the Recipient does not have standard contract documents. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Y	N	NA
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- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 8. The A/E's fee for basic services is either a fixed price or a cost reimbursement with an agreed maximum. (The amount of EDA participation will be based on a determination, subject to audit, that the fee compensation is reasonable.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The A/E contract compensation is not based on the use of the cost-plus-a-percentage-of- cost or percentage of construction cost form of compensation. (These forms of compensation are not eligible for EDA participation.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The A/E has provided a breakdown of the fee and it has been reviewed to be reasonable. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. The A/E provided fee breakdown provides that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. The A/E's fee covers all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as- built" drawings, arrow diagram (CPM/PERT, for example) where applicable, and incidental costs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. The basic fee does not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services are identified in the agreement. Such additional charges may be approved for funding under the EDA grants if they: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Do not duplicate charges for services provided for in the basic fee; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Are a proper charge against the project cost; and | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Are reasonable for the extra services to be rendered. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Regardless of who furnishes the construction inspector, the agreement requires the A/E to make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. The required federal contract provisions included (Refer to Appendix II to 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. The A/E Agreement states a specific timetable for: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Completing preliminary plans and associated cost estimates; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Completing final plans, specifications, and cost estimates; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Securing required State and local approvals; and | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Completing proposed contract documents sufficient for soliciting bids. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Y	N	NA
---	---	----

- 17. The A/E agreement provides for surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Recipient chooses the A/E as the project inspector, the requirements for inspection services shall be clearly defined and the amount the Recipient is required to pay for such services shall be stated.
- 18. The A/E agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E. (EDA recommends that the A/E take insurance, when available, to cover liability for such damages.)
- 19. The A/E agrees to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Recipient.
- 20. The A/E agrees to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
- 21. The A/E agrees to review proof of bidder's qualifications and recommend approval or disapproval.
- 22. The Recipient has checked the website www.SAM.gov and has verified that the A/E does not appear on the Excluded Parties List.
- 23. For contracts over \$100,000, an executed copy of the Certification Regarding Lobbying has been submitted from the contractor as required by Section 1352, Title 31, of the U.S. Code.
- 24. The A/E agrees to submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.
- 25. The executed A/E Contract has been reviewed by the Recipient's Attorney.

The company/firm name and address of the Architect/Engineer is:

If the Architect/Engineer *will not be performing project inspection services*, the firm name and address that will provide inspection services is listed below and was selected in accordance with the procurement standards set forth in 2 CFR Part 200; or the in-house employee name and department conducting construction inspection services is listed below:

The contract price for basic A/E services is	\$
The contract price for other/extra A/E services is	\$
The estimate for reimbursable expenses is (if applicable)	\$
The contract price for inspection services is	\$

Prepared By (Name & Title)

Prepared By (Signature)

Date

GRANT COOPERATIVE AGREEMENT

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER

07-79-07920; URI: 119309

AMENDMENT NUMBER

1

RECIPIENT NAME

City of Bisbee

STREET ADDRESS

76 Erie Street

CITY, STATE, ZIP CODE

Bisbee, AZ 85603-1162

RECIPIENT NAME

Ecotopia dba Bisbee Bikeways, Inc.

STREET ADDRESS

27 Manuelito Trail

CITY, STATE, ZIP CODE

Bisbee, AZ 85603-1162

AUTHORITY

42 U.S.C 3141 Section 201 of the Public Works and Economic Development Act of 1965, as amended by the Economic Development Administration Reauthorization Act of 2004 (Public Law 108-373)

CFDA NO. AND NAME

11.307 / Economic Adjustment Assistance - FY21 PWEAA Including ARPA Funding

PROJECT TITLE

City of Bisbee Shared Use Path Project

EFFECTIVE DATE OF AMENDMENT

Date of Grants Officer's Signature

FEDERAL SHARE OF COST

\$ 4,522,137.00 -

RECIPIENT SHARE OF COST

\$ 49,863.00 -

TOTAL ESTIMATED OF COST

\$ 4,572,000.00 -

ORIGINAL PERIOD OF PERFORMANCE

September 19, 2022 through May 31, 2027

EXTEND PERIOD OF PERF. TO: (IF APPLICABLE)

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$ 4,522,137.00			\$ 4,522,137.00
RECIPIENT SHARE OF COST	\$ 49,863.00			\$ 49,863.00
TOTAL ESTIMATED COST	\$ 4,572,000.00	\$ 0.00	\$ 0.00	\$ 4,572,000.00

REASON(S) FOR AMENDMENT: Modification of Authorized Scope of Work, Project Schedule and Authorized Budget.

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

- Specific Award Conditions
- Line Item Budget
- Other(s): Exhibit A

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Sheba Person-Whitley, Regional Director SHEBA PERSON-WHITLEY Digitally signed by SHEBA PERSON-WHITLEY
Date: 2024.01.12 17:49:54 -0800 DATE 1/12/2024

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Stephen Paulken, City Manager DATE 1/16/24

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Meggen Connolley, Executive Director DATE 1/17/24

EXHIBIT A: AMENDMENT I TO SPECIFIC AWARD CONDITIONS

Replace Special Award Condition No. 1 in its entirety with:

1. AUTHORIZED SCOPE OF WORK: This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project includes:

Construct a 1.30-mile (approx.) shared use path from the entrance to the Queen Mine Tour to Erie Street. Reconfigure State Route (SR) 80 from Erie Street to Queen Mine Tour from four lanes to 3 lanes (1 travel lane in each direction and a two-way center turn lane) to accommodate the shared use path.

Install approx. 6-foot wide, 42-inch tall median to separate the travel lanes from the shared use path.

8. PROJECT DEVELOPMENT TIME SCHEDULE:

Amend Specific Award Condition No. 8. PROJECT DEVELOPMENT TIME SCHEDULE, to change the Construction Completed date from “60 Months from Date of Award” to “September 19, 2026.”

11. ALLOWABLE COSTS AND AUTHORIZED BUDGET:

Replace Specific Award Condition 11.B. with the below:

B. Under the terms of this Award, the total approved line-item budget is:

COST CLASSIFICATION	Previously Approved	Revised Approved
Administrative and legal expenses	\$8,509	\$116,000
Land, structures, rights-of-way, etc.	\$0	\$0
Relocation expenses and payments	\$0	\$0
Architectural and engineering fees	\$529,000	\$397,230
Other architectural and engineering fees	\$33,000	\$0
Project inspection fees	\$331,000	\$275,752
Site work	\$0	\$0
Demolition and removal	\$0	\$0
Construction	\$3,375,000	\$3,275,000
Equipment	\$0	\$0
Contingencies	\$295,491	\$508,018
Total Project Cost	\$4,572,000	\$4,572,000

**Specific Award Conditions
Amendment No. 1**

**EDA Award No. 07-79-07920
City of Bisbee and Bisbee Bikeways, Inc., AZ**

All other terms and conditions of the Financial Assistance Award remain in full force and effect.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: March 19, 2024

Regular Special

DATE ACTION SUBMITTED: <u>March 13, 2024</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 funding for the Bisbee Community Connection Feasibility Study grant match in the amount of \$11,480.00.	

FROM: Ken Budge, Mayor

RECOMMENDATION: Approve funding

PROPOSED MOTION: I move to approve the funding for the Bisbee Community Connection Feasibility Study grant match in the amount of \$11,480.00

DISCUSSION:

This study would investigate a transportation network totaling almost 27 miles to improve safe travel and mobility in the Bisbee area. The grant awarded through the Arizona State Transportation Board is in the amount of \$601,560.00 for the Study. This request is our portion of the grant match required. Cochise County has approved \$25,000 to assist with the total match of \$36,361.00.

FISCAL IMPACT: \$11,480.00

DEPARTMENT LINE-ITEM ACCOUNT: 21-40-46210

BALANCE IN LINE ITEM IF APPROVED: \$1,704.95

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Pauken
Stephen Pauken
City Manager



Multimodal Planning

Katie Hobbs, Governor
Jennifer Toth, Director
Greg Byres, Deputy Director for Transportation/State Engineer
Paul Patane, MPD Director

December 15, 2023

Ms. Meggen Connolley
Bisbee Bikeways
27 Manulito Trail
Bisbee, AZ 85603

Re: **Transportation Alternatives Program Funding**
Project Name: Bisbee Community Connections Feasibility Study
STIP #: 104244

Dear Ms. Connolley:

Congratulations! The Arizona State Transportation Board approved federal Transportation Alternatives (TA) funding for the above referenced project on November 17, 2023 as follows:

Source	Design Funding FY 2024	Source	Construction Funding FY XXXX
Federal TA (94.3%)	\$601,560	Federal TA (94.3%)	\$/N/A
Local Match (5.7%)	\$36,361	Local Match (5.7%)	\$ N/A
Local (Over match/100%)	\$	Local (Over match/100%)	\$ N/A
Estimated Total	\$637,921	Estimated Total	\$ N/A

Please note design and/or construction funds have been awarded from the Five Year Transportation Construction Facilities Program for the years indicated above and expire on June 30th of the applicable year. Neither the State Transportation Board nor ADOT guarantees funds will be available for projects that do not proceed in a timely manner. Projects requesting deferrals may be required to recompute in a future round.

The Project Sponsor is responsible for providing the required local match and any additional funding required for the project before work may begin. ADOT will administer the project to ensure all federal aid requirements are met.

Because we are on such a tight schedule for FY 2024, please note the following deadlines to ensure your project can authorize and begin work before the end of the fiscal year:

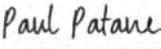
1. **Project Initiation** - Project Sponsors should expeditiously submit a project initiation packet to the ADOT Local Public Agency (LPA) Section to begin the Project Development Process. Here is a link to [ADOT Project Initiation](https://azdot.gov/business/programs-and-partnerships/local-public-agency/project-initiation) (<https://azdot.gov/business/programs-and-partnerships/local-public-agency/project-initiation>). Please submit your initiation request no later than December 31, 2023 to facilitate development and timely approval of the required Intergovernmental Agreement (IGA). For other questions on project initiation, contact Mark Henige at mhenige@azdot.gov.
2. **Programming** - Please ensure that this project is programmed in the regional Transportation Improvement Program (TIP) for the correct funding amount and the correct FY, and that all funding sources and project phases are identified showing a fully funded project no later than January 31, 2024.
3. **IGA Approval** - Please note the State Transportation Board expects awarded projects to proceed in a timely manner. As a result, please work within your governing board (e.g. local or Tribal government) process to secure approval of the IGA no later than February 29, 2024.
4. **Local Funding** - Upon execution of the IGA, ADOT will invoice the Project Sponsor for the required local match and any additional local funds required. To ensure funding awarded for FY 2024 does not lapse, Project Sponsors should work with their financial departments to send the funds to ADOT, when invoiced by ADOT, no later than March 31, 2024.
5. **Federal Authorization** - Upon receipt of local funds, ADOT will secure federal authorization of the TA funds. Any projects not authorized by April 19, 2024 are at risk of losing FY 2024 funding and may have to reapply through a future TA competition.
6. **Work Starts** - Only after federal authorization can ADOT begin the process of scoping, selecting a design consultant, or bidding for construction, etc., as applicable.

Please note that this award notification does not give you authorization to begin work. Federal funding authorization will be requested by ADOT through the Development process. Any work performed prior to federal authorization is not eligible for reimbursement.

For other questions you have, please contact Elaine Mariolle, Transportation Alternatives Program Manager at TAProgram@azdot.gov.

Sincerely,

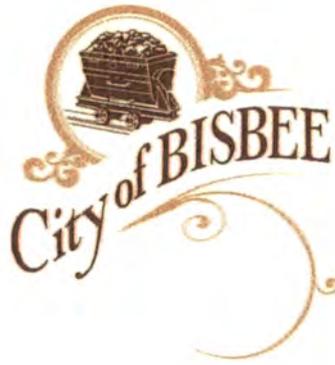
DocuSigned by:


Paul Patane

ADOT MPD Director

Cc: Southeastern Arizona Governments Organization (SEAGO)
Kristine Ward, ADOT
Clemenc Ligocki, ADOT

Elise Maza, ADOT
Bret Anderson, ADOT
Lisa Danka, ADOT
Meagan Bell, ADOT
Jason James, ADOT



August 2, 2023

To Whom it My Concern,

I am writing today to give my support for this request of \$640,000 for the Bisbee Connected Community Feasibility Study (BCCFS) to investigate the network of shared-use paths in the Bisbee Area Mobility Master Plan (BAMMP). The BAMMP introduced preliminary route concepts and in 2022, the City of Bisbee received two grants totaling \$8.5 million to design and construct a 1.5 miles shared use path along SR 80, referred to as Lavender Pit Shared Use Path. This Lavender Pit shared use path is the first hurdle of the Bisbee Connected Community Plan. We now need to further implement the vision of the BAMMP by this feasibility study. The study will provide more public outreach, do detailed alignment analysis and property owner coordination, along with needed environmental study, route prioritization and phasing. This will allow cost estimating, and preliminary design required for completion of the remaining BAMMP network.

The City of Bisbee, pending City Council approval, would provide a matching contribution of \$11,480 for this grant as many of the pathways are within City limits. This BCCFS will contemplate a network of separated shared use paths and on-street facilities when necessary, providing a complete street network in the City of Bisbee and the Naco town-site that will be designed and operated to enable safe use and support mobility for people of all ages and abilities. The complete street network will increase the mobility for our economically disadvantaged population.

This project is expected to have a tremendous economic impact, facilitating tourism opportunities and supporting regional economic drivers, business retention and promoting expansion to strengthen travel and tourism sectors. One of the top four economic drivers in Bisbee and Cochise County is tourism. The project will allow tourists from the arts and cultural center of Old Bisbee to flow into the opportunity zones of Warren and San Jose and Naco. Camp Naco was constructed beginning in 1919. It first housed military personnel during the Mexican Revolution and later served as a base camp for the Buffalo Soldiers. Camp Naco is currently owned and maintained by the City of Bisbee. The City of Bisbee recently received \$8.4 million to develop this into a museum that showcases buffalo soldier history, a community center, artists in residency and community farm. Connection to the mobility network will allow tourists and residents to travel from Old Bisbee to Camp Naco and the Naco Port of Entry, bringing more tourist dollars to current businesses in Warren, and Naco, incentivizing new businesses to open.

As Mayor of the City of Bisbee, I ask that we be considered for this funding. Thank you for your time and consideration.

Sincerely,

Ken Budge
Mayor, City of Bisbee



Cochise County Development Services

Public Programs...Personal Service
www.cochise.az.gov

March 12, 2024

US Department of Transportation
Federal Highway Administration

RE – Transportation Alternatives (TA) Set-Aside from the Surface Transportation Block Grant Program (STBG)

Cochise County is pleased to support this request of \$640,000 for the Bisbee Connected Community feasibility study to investigate the network of shared-use paths in the Bisbee Area Mobility Master Plan (BAMMP). The BAMMP introduced preliminary route concepts. In 2022, the City of Bisbee received two grants totaling \$8.5 million to design and construct a 1.5 miles shared use path along SR 80, referred to as Lavender Pit Shared Use Path. The Lavender Pit pathway will be constructed by September 2026. To further implement the vision established by the BAMMP, extensive public outreach, detailed alignment analysis, property owner coordination, environmental study, route prioritization and phasing, cost estimating, and preliminary design are required for the remaining network.

Cochise County has been a collaborator with the City of Bisbee and Bisbee Bikeways on this project since its inception in 2018 and is happy to offer a matching contribution of \$25,000 for this grant as many of the pathways are within County limit. The County Board of Supervisors approved the cash match at their regular meeting on March 12, 2024. The BISBEE CONNECTED COMMUNITY FEASIBILITY STUDY will contemplate a network of separated shared-use paths and on-street facilities when necessary, providing a complete street network in the City of Bisbee and the Naco townsite that will be designed and operated to enable safe use and support mobility for people of all ages and abilities. The complete street network will increase mobility for our economically disadvantaged population.

This project is expected to have a tremendous economic impact, facilitating tourism opportunities and supporting regional economic drivers, business retention, and promoting expansion to strengthen the travel and tourism sectors. Tourism is one of the top four economic drivers in Bisbee and Cochise County. The project will allow tourists from the arts and cultural center of Old Bisbee to flow into the opportunity zones of Warren and San Jose, and Naco. Each neighborhood has its own “Main Street” and will promote greater public and private investments in land-use productivity, including rural main street revitalization in each neighborhood.

Connection to the Naco townsite will improve the quality of life for inhabitants along the border of Mexico. The Naco, Arizona, Port of Entry has existed for over 100 years. The historic border station was built in 1937 and currently provides Customs Border Patrol office space. Pedestrians typically enter the port of entry by traveling south on Towner Avenue to its

Bisbee Office
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
planningandzoning@cochise.az.gov

terminus. The Safeway grocery store in Bisbee is a frequent destination for Mexicans traveling north. There are several historic commercial buildings along this corridor. Streetscape enhancements/sidewalk improvements will improve connectivity to this important destination and incentivize economic development. Naco Elementary School is a kindergarten through 8th grade public school that serves approximately 300 students. It is the only school in Naco, and nearly all students (99%) are Hispanic. A significant number of students can be observed walking to and from this school daily. The shared use path network will proactively address equity. Camp Naco (also known as Camp Newell) was constructed beginning in 1919. It first housed military personnel during the Mexican Revolution and later served as a base camp for the Buffalo Soldiers. Numerous structures remain on this historic site. Camp Naco is currently owned and maintained by the City of Bisbee. The City of Bisbee recently received \$8.4 million to develop this into a museum that showcases Buffalo soldier history and a community center. Connection to the mobility network will allow tourists to travel from Old Bisbee to Camp Naco and the Naco Port of Entry, bringing more tourist dollars to current businesses in Warren, and Naco, incentivizing new businesses to open.

Please consider funding this important project.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. Coxworth".

Dan Coxworth
Director, Development Services Department



December 15, 2023

Ken Budge, Mayor
City of Bisbee
76 Erie Street
Bisbee, AZ 85603

Dear Mayor Budge,

This message is with respect to matching funds for the *Transportation Alternatives Program (TA)*, Bisbee Community Connections (BCC) Feasibility Study.

Background: The BCC Feasibility Study will investigate an active transportation network totaling approximately 27 miles of on and off-road pathways that will improve efficiency, safety of travel and mobility for vulnerable road users of all ages and abilities in the Bisbee Area. The study will investigate separated shared use paths, and on-street facilities when necessary. The aim is to provide a complete street network, in the City of Bisbee and in the Naco townsite, that will incorporate pedestrian and bicycle facilities, safe routes to schools, recreational trails and vulnerable road user safety assessments. This study will advance the Bisbee Area Mobility Master Plan (BAMMP) that was unanimously adopted by the Bisbee City Council on September 5, 2023. To further implement the BAMMP, the BCC Feasibility Study will conduct extensive public outreach, detailed alignment analysis, property owner coordination, environmental study, route prioritization and phasing, cost estimating, and preliminary design will be investigated. One goal for the network is to connect with the Sun Corridor Trail, envisioned to extend from Las Vegas NV. to Douglas AZ. The City of Bisbee will be an important stakeholder in the study.

Matching Funds: The Arizona State Transportation Board recently approved \$601,560 in federal Transportation Alternatives funding for the Bisbee Community Connections Feasibility Study (STIP #104244). Bisbee Bikeways is the project sponsor and the Arizona Department of Transportation will administer the study. The funding is contingent upon a local match of \$36,361, of which the City of Bisbee pledged \$11,480 as part of the proposal process. Once approved by the City of Bisbee, the funds can be transferred directly to the Arizona Department of Transportation. To move forward with this important project, we must guarantee transfer of funds to ADOT by March 31, 2024.

Request: Would you be willing to put forth the City's pledge of \$11,480 for approval by the Bisbee City Council, in a manner sufficiently timely for ADOT to ensure that the funding does not lapse? (N.B.: I have attached a PDF of the TA award letter from ADOT. The relevant text is on page 2, item 4 "Local Funding." The text mentions "To ensure funding awarded for FY 2024 does not lapse, Project Sponsors [i.e., *Bisbee Bikeways*] should work with their financial departments to send the funds to ADOT, when invoiced by ADOT, no later than March 31, 2024.")

I look forward to hearing from you at your earliest convenience.

Sincerely, on behalf of the Bisbee Bikeways Board of Directors,

A handwritten signature in black ink, appearing to read "Gregg M. Garfin". The signature is fluid and cursive, with the first name being the most prominent.

Gregg M. Garfin, Chairperson
Bisbee Bikeways, Board of Directors

Cc: Ms. Meggen Connolley, Bisbee Bikeways



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **March 19, 2024**

Regular Special

DATE ACTION SUBMITTED: March 14, 2024

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE NOTICE OF INTENT TO ADOPT ORDINANCE O-24-15, ACCEPTING THE TRANSFER OF REAL PROPERTY FROM SOUTHEAST ARIZONA RENOVATIONS LLC, LOCATED AT 111 E STREET, BISBEE.

FROM: **Melissa Hartman, City Planner**

RECOMMENDATION: **Approve the Notice of Intent to adopt Ordinance O-24-15**

PROPOSED MOTION: **I move that we approve the Notice of Intent to adopt Ordinance O-24-15, Accepting the transfer of real property from Southeast Arizona Renovations LLC, located at 111 E Street, Bisbee.**

DISCUSSION:

Southeast Arizona Renovations, LLC wishes to transfer ownership of the properties located at 111 E Street, Bisbee to the City of Bisbee.

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

FISCAL IMPACT: **STBD**

DEPARTMENT LINE-ITEM ACCOUNT: **Multiple Impacts**

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

Prepared by: *Ashlee Coronado*
Ashlee Coronado
City Clerk

Reviewed by: *Stephen Pauken*
Stephen Pauken
City Manager

**NOTICE OF INTENT
ORDINANCE O-24-15**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING THE ACCEPTANCE OF A TRANSFER OF REAL PROPERTY LOCATED AT 111 E STREET, FROM SOUTHEAST ARIZONA RENOVATIONS LLC TO THE CITY OF BISBEE

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

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

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

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

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

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

Parcel 103-68-051

Saginaw Lot 111 Blk 5

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2024.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Pierce Coleman



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: March 19, 2024

Regular Special

DATE ACTION SUBMITTED: March 13, 2024

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: **Discussion on the current grants received and grants that have been applied for to include discussion on grants writers.**

FROM: **Stephen Pauken, City Manager**

RECOMMENDATION: **Discussion Only**

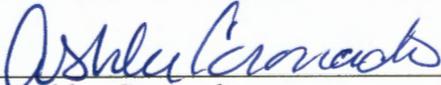
PROPOSED MOTION: **Discussion Only**

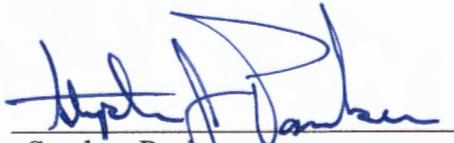
DISCUSSION:

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: 
Ashlee Coronado
City Clerk

Reviewed by: 
Stephen Pauken
City Manager