

ATTENTION

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

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

The public can submit comments that will be read at the dais by a staff member to publiccomment@bisbeeaz.gov.

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, JUNE 16, 2020 AT 7:00 PM AT THE CITY HALL BUILDING, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL

Councilmember Louis Pawlik, Ward III, Mayor Pro Tempore
Councilmember Joni Giacomino, Ward II
Councilmember Bill Higgins, Ward I
Mayor David M. Smith
Councilmember Leslie Johns, Ward I
Councilmember Joan Hansen, Ward II
Councilmember Anna Cline, Ward III

STAFF

Theresa Coleman, City Manager
Ashlee Coronado, City Clerk
Keri Bagley, Finance Director
Joelle Landers, Personnel Director
Jesus Haro, Public Works Director
Albert Echave, Police Chief
George Castillo, Fire Chief

CITY ATTORNEY

James Ledbetter

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Proclamation for Unites States Army's 245th Birthday

CALL TO THE PUBLIC

“During the proper time on the agenda, taxpayers or residents of the city, or their authorized representatives, may address the council on any matter concerning the City’s business or any matter over which the council has control (oral presentations shall not be repetitious and shall be confined to 3 minutes’ maximum duration.)” Ordinance O-91-29.

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

GENERAL BUSINESS:

- 1. ACCOUNTS PAYABLE: Subject to availability of funds
- 2. Approval of the Consent Agenda
 - A. Approval of the Minutes of the Regular Session of Mayor and Council held on June 2, 2020 at 7:00 pm.

Ashlee Coronado, City Clerk

OLD BUSINESS

- 3. Discussion and Possible Approval of Ordinance O-20-10; Amending Article 4.5.1 Rates, and Establishing Article 4.5.2, Ambulance Subscriptions and providing for repeal and severability.
Theresa Coleman, City Manager
- 4. Discussion and Possible Approval of Ordinance O-20-11, Accepting the transfer of Real Property held by Mining Claim in the Saginaw Neighborhood.
Theresa Coleman, City Manager

NEW BUSINESS

- 5. Discussion and Possible Approval of Resolution R-20-19; a Resolution of the Mayor and City Council, City of Bisbee, County of Cochise, State of Arizona, fixing, levying and assessing the amount to be raised by the City of Bisbee, from property taxation and fixing and determining the property tax rate for the 2020-2021 fiscal year and providing for severability.
Keri Bagley, Finance Director
- 6. Discussion and Possible Approval of a Contract with Fireworks Productions of Arizona for the 4th of July Fireworks.
George Castillo, Fire Chief
- 7. Discussion and Possible Approval of an Intergovernmental Agreement between Southeastern Arizona Communications (SEACOM) and the Bisbee Police Department Authorizing Chief of Police, Albert Echave to sign this agreement as the authorized representative of the Bisbee Police Department in providing dispatching services during a catastrophic event(s) for either agency.
Albert Echave, Police Chief
- 8. Discussion and Possible Approval to enter into a lease Purchase Agreement with NCL Government Capital for a New Way Diamondback Garbage Truck.
Jesus Haro, Public Works Director

9. Discussion and Possible Approval of Resolution R-20-20; Supporting the City of Bisbee’s Formal Adoption of the City of Bisbee’s Transportation’s Amended Title VI Plan.
Jesus Haro, Public Works Director

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

11. Discussion and Possible Approval of an Intergovernmental Agreement with Cochise County for Election Services.
Ashlee Coronado, City Clerk

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

13. City Manager's Report:
 - Update on Ambulance Purchase for Fire Department
 - Other Current events (No Discussion)

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

- Councilmember Pawlik would like to comment on the Fire Department and PSPRS
- Councilmember Giacomino would like to comment on Lithik Construction’s efforts to formulate a plan for City Hall

ADJOURNMENT:

Individuals with hearing disabilities can contact the City Clerk’s Office (520) 432-6012 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Ashlee Coronado at (520) 432-6012 at least twenty-four hours before the meeting.

Public documents referred to herein may be viewed during regular business hours at the City Clerk’s Office at 915 S. Tovreaville Road, Bisbee.

Pursuant to A.R.S. § 38-431.03(A)(3), the Council may vote to enter executive session at any point during this meeting for discussion or consultation for legal advice with its attorney(s), who may appear telephonically.

#1

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-1020100 GASOLINE INVENTORY							
3551	SENERGY PETROLEUM	641302	STREETS FUEL/UNLEADED	06/01/2020	4,292.88	.00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLEUM	641302	STREETS FUEL/DIESEL	06/01/2020	2,044.82	.00	
10-2020802 DEFERRED COMPENSATION PAYABLE							
1623	NATIONWIDE RETIREMENT SO	20-0530	DEFERRED COMP	05/30/2020	7,007.40	7,007.40	06/03/2020
1623	NATIONWIDE RETIREMENT SO	20-0603	For Employee Bradley Nash - 600	06/03/2020	135.24	135.24	06/03/2020
1623	NATIONWIDE RETIREMENT SO	20-0603	for Employee Brandon Olsen - 64	06/03/2020	135.24	135.24	06/03/2020
1623	NATIONWIDE RETIREMENT SO	20-0603	for Employee Robin Roberts - 600	06/03/2020	67.62	67.62	06/03/2020
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	20-0530	UNION DUE-POLICE	05/30/2020	210.00	210.00	06/03/2020
1147	BISBEE FIREFIGHTERS LOCAL	20-0530	UNION DUES-FIRE	05/30/2020	427.50	427.50	06/03/2020
10-2021005 AFLAC INSURANCE PAYABLE							
7085	AARON HELTON	POV1Y259	REIMBURSEMENT-OVERPAYME	06/01/2020	118.08	118.08	06/03/2020
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
6902	GURSTEL LAW FIRM, P.C.	20-0530	GARNISHMENT- CV2017-0023	05/30/2020	215.14	215.14	06/03/2020
3271	SUPPORT PAYMENT CLEARING	20-0530	SUPPORT CLEARING	05/30/2020	1,988.65	1,988.65	06/03/2020
Total :					16,642.57	10,304.87	
MAYOR & COUNCIL							
10-50-13500 SUBSCRIPTIONS & DUES							
2991	LEAGUE OF ARIZONA	20-0701	ANNUAL MEMBERSHIP DUES S	07/01/2020	6,090.00	.00	
10-50-41500 OFFICE SUPPLIES							
2412	COPPER QUEEN PUBLISHING	21625	BUSINESS CARDS	06/02/2020	19.91	.00	
Total MAYOR & COUNCIL:					6,109.91	.00	
FINANCE DEPARTMENT							
10-52-34000 CONTRACT SERVICES							
6954	ARIZONA WATER COMPANY	20-0601	WATER REPORTS-MAY 2020	06/01/2020	125.00	.00	
2482	CASELLE INCORPORATION	102855	CONTRACT SUPPORT-7/1/20-06	06/03/2020	12,912.00	.00	
2482	CASELLE INCORPORATION	20-0608CR	CREDIT VOUCHER	06/08/2020	250.00	.00	
10-52-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	493142836001	ERASER CLIC REFILL	05/14/2020	2.65	.00	
6340	OFFICE DEPOT	493142836001	INK CARTRIDGE	05/14/2020	31.93	.00	
6340	OFFICE DEPOT	493146876001	ERASER, CLIC, GRIP	05/15/2020	1.93	.00	
6340	OFFICE DEPOT	501053604001	ENVELOPES	05/27/2020	60.60	.00	
10-52-42040 ADVERTISING							
1153	BISBEE OBSERVER	2601	PUBLIC NOTICE/ TRUTH IN TAX	05/27/2020	269.10	.00	
1145	HERALD REVIEW MEDIA	520493528	PUBLIC NOTICE/ TRUTH IN TAX	05/31/2020	239.32	.00	
10-52-43500 POSTAGE & METER TAPES							
1829	POSTMASTER - BISBEE MAIN O	20-0603	MAIL S&G	06/03/2020	644.10	644.10	06/03/2020
Total FINANCE DEPARTMENT:					14,036.63	644.10	
CITY CLERK							
10-53-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	497448393001	INK COMBO	05/21/2020	84.50	.00	
10-53-42040 ADVERTISING							
1153	BISBEE OBSERVER	2582	PUBLIC NOTICE/ORDINANCE O	05/20/2020	115.22	.00	
1153	BISBEE OBSERVER	2583	NEWSPAPER OF RECORD	05/20/2020	14.21	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1153	BISBEE OBSERVER	2616	PUBLIC NOTICE/ORDINANCE O	06/03/2020	42.81	.00	
10-53-46531 ELECTION EXPENSE							
6413	KBRP	20-0603	RENEWAL- May, June, July	06/03/2020	180.00	180.00	06/03/2020
Total CITY CLERK:					436.74	180.00	
COMMUNITY DEVELOPMENT							
10-54-22000 WATER - SHELTER							
1108	AZ WATER COMPANY	03117020951-0	Tovreaville Pound/Police - #03117	06/01/2020	72.95	72.95	06/01/2020
10-54-22550 SEWER & GARBAGE - SHELTER							
1225	BISBEE PUBLIC WORKS	20	TOVREAVILLE RD-ANIMAL SHE	06/01/2020	57.20	57.20	06/01/2020
10-54-24000 PHONES - SHELTER							
4192	CENTURY LINK	420B-04-20	ANIMAL SHELTER 520-432-6020	06/01/2020	38.59	38.59	06/01/2020
10-54-24001 INTERNET FEES - SHELTER							
4059	SPARKLIGHT	20-0523/AS	Internet Svc-Animal Shelter	06/01/2020	88.94	88.94	06/01/2020
10-54-42040 ADVERTISING							
1153	BISBEE OBSERVER	2617	PUBLIC NOTICE/P&Z	06/03/2020	51.00	.00	
10-54-46541 ECONOMIC DEVELOPMENT							
7090	BISBEE LAND SURVEY	20-0421	PROPERTY SURVEYS	04/21/2020	1,810.00	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
6544	FRIENDS OF BISBEE ANIMAL S	20-0701	JULY PAYMENT	07/01/2020	6,666.00	.00	
Total COMMUNITY DEVELOPMENT:					8,784.68	257.68	
ADMINISTRATION & GENERAL GOV'T							
10-55-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	7844594365-0	Tovreaville Rd Trlr #7844595365	06/01/2020	36.32	36.32	06/01/2020
10-55-22000 WATER							
1108	AZ WATER COMPANY	03117020302-0	Juvenile Detent Home-City Hall 0	06/01/2020	39.17	39.17	06/01/2020
10-55-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	20	915 S TOVREAVILLE RD-CITY H	06/01/2020	401.97	401.97	06/01/2020
10-55-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472017090402	915 Tovreaville Rd.- City Hall	06/01/2020	50.36	50.36	06/01/2020
10-55-24000 PHONES							
4192	CENTURY LINK	408B-04-20	FAX 520-432-7647 408B	06/01/2020	33.80	33.80	06/01/2020
4192	CENTURY LINK	422B-04-20	CITY HALL 520-432-7380 422B	06/01/2020	103.14	103.14	06/01/2020
1791	CENTURY LINK OCC	1492361284	Long Distant / #72745186	05/23/2020	66.74	66.74	06/09/2020
10-55-34000 CONTRACT SERVICES							
5710	XEROX CORPORATION	10474898	BASE CHARGE & USAGE/CH	06/01/2020	470.05	.00	
10-55-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	491785233001	BATTERIES	05/12/2020	38.79	.00	
6340	OFFICE DEPOT	502676878001	COLOR FF, PEN, FLAIRM, PNTG	05/29/2020	31.55	.00	
Total ADMINISTRATION & GENERAL GOV'T:					1,271.89	731.50	
LEGAL SERVICES							
10-57-34000 CONTRACT SERVICES							
8964	THE LEDBETTER LAW FIRM, PL	102	LEGAL SERVICES	06/15/2020	10,000.00	10,000.00	06/01/2020
Total LEGAL SERVICES:					10,000.00	10,000.00	
INFORMATION SYSTEMS							
10-59-24001 T1 LINE FOR INTERNET ACCESS							
4059	SPARKLIGHT	20-0623/CH	Internet Svc- City Hall /915 S. Tov	06/09/2020	220.81	220.81	06/09/2020
10-59-31000 PROFESSIONAL FEES							
6343	EXECUTECH	147302	EXCHANGE CLOUD FILE, EXCH	05/31/2020	1,086.48	.00	
6343	EXECUTECH	EXEC-65380	CONTRACT LABOR OVRAGE	07/31/2019	772.20	.00	
6343	EXECUTECH	EXEC-81845	IT SERVICE AGREEMENT	06/01/2020	4,080.18	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total INFORMATION SYSTEMS:					6,169.68	220.81	
POLICE DEPARTMENT							
10-62-12300 UNIFORMS & CLOTHING							
1069	GARDNER, STEVEN	20-0603	RMBRSMNT - UNIFORM	06/03/2020	363.37	.00	
10-62-13400 EDUCATION & TRAINING							
7091	BLUE & GOLD LAW ENFORCEM	SUR-IGS0028	RGSTRN-SRCH & SEIZURE	05/28/2020	349.00	.00	
7091	BLUE & GOLD LAW ENFORCEM	SUR-IGSOO25	RGSTRN-SRCH & SEIZURE	05/28/2020	349.00	.00	
10-62-13500 SUBSCRIPTIONS & MEMBERSHIPS							
8518	TRANSUNION RISK AND ALTER	80120	PERSON SEARCH DATA	06/01/2020	54.80	.00	
10-62-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	20	35 HWY 92-POLICE	06/01/2020	153.56	153.56	06/01/2020
10-62-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472015946302	192 W HWY 92 - Police #472-015	06/01/2020	53.52	53.52	06/01/2020
10-62-24000 PHONES							
4192	CENTURY LINK	402B-04-20	POLICE 520-432-2261 402B	06/01/2020	251.10	251.10	06/01/2020
10-62-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	20-0523/BPD	Internet Svc-Police Department	06/01/2020	138.99	138.99	06/01/2020
10-62-34000 CONTRACT SERVICES							
8172	MMPC	57822	PEST CONTROL-BPD	06/01/2020	40.00	.00	
5658	RICOH USA INC	103681723	COPIER RENT & MAINT/BPD	05/18/2020	188.13	.00	
10-62-46624 MOVING, TOWING, STORAGE EXP							
7000	BARNETT'S TOWING, LLC	435989	TOWING SERVICE	05/30/2020	142.50	.00	
10-62-46626 ANIMAL CONTROL EXPENSE							
7092	PETHUB, INC	1350	LIFETIME DOG TAGS	08/09/2020	2,980.00	.00	
10-62-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	30100	TOILET SEAT	05/19/2020	18.62	.00	
1862	B&D LUMBER & HARDWARE	175566	LUMBER-RANGE	05/11/2020	23.01	.00	
1938	JIM'S ELECTRIC INC.	22570	REMOVE 911 ELECTRICAL WIRI	05/26/2020	95.00	.00	
10-62-61000 VEHICLE PARTS & LABOR							
8536	BISBEE NAPA AUTO PARTS	224013	OIL FILTER, OIL, WINDOW WAS	05/15/2020	74.71	.00	
8536	BISBEE NAPA AUTO PARTS	224393	OIL FILTER, AIR FILTER, OIL	05/20/2020	68.24	.00	
8536	BISBEE NAPA AUTO PARTS	224598	BATTERY, GORILLA TAPE	05/22/2020	59.62	.00	
8536	BISBEE NAPA AUTO PARTS	234417	BATTERY	05/20/2020	116.08	.00	
1393	SIERRA VISTA GLASS INC	104437	WINDSHIELD REPLACED	05/08/2020	249.67	.00	
1393	SIERRA VISTA GLASS INC	104595	WINDSHIELD REPLACED/BPD	05/20/2020	255.06	.00	
10-62-91000 CAPITAL EXPENDITURES							
5349	GRASP HEATING & COOLING , I	825	INSTALL NEW AC UNIT	06/02/2020	4,314.94	.00	
Total POLICE DEPARTMENT:					10,318.92	597.17	
FIRE DEPARTMENT							
10-64-12300 UNIFORMS & CLOTHING							
7094	BLY, LINDSAY	20-0508	REIMBURSEMENT-UNIFORM	05/08/2020	20.81	.00	
7094	BLY, LINDSAY	20-0531	REIMBURSEMENT-UNIFORM	05/31/2020	208.25	.00	
7093	CAMPILLO, GUSTAVO	20-0604	REIMBURSEMENT-UNIFORM	08/04/2020	422.36	.00	
8827	HAUSER, NICHOLAS	20-0517	REIMBURSEMENT-GOVX-SUPE	05/17/2020	221.18	.00	
8827	HAUSER, NICHOLAS	20-0517	REIMBURSEMENT-BOOTS, STR	05/17/2020	229.21	.00	
6022	WICKED LIMITZ GRAPHICS	50869	UNIFORM CLOTHING/YORK	04/30/2020	616.67	.00	
6022	WICKED LIMITZ GRAPHICS	50991	UNIFORM CLOTHING/MARTINE	05/12/2020	447.33	.00	
6022	WICKED LIMITZ GRAPHICS	51120	UNIFORM CLOTHING/BLY	05/20/2020	453.81	.00	
7095	YORK, DAVID	20-0503	REIMBURSEMENT-UNIFORM	05/03/2020	96.68	.00	
10-64-13400 EDUCATION & TRAINING							
5532	COCHISE COLLEGE-BUSINESS	989369	ANATOMY & PHYSIOLOGY FOR	05/29/2020	161.08	.00	
10-64-22000 WATER							
1106	AZ WATER COMPANY	03117013803-0	192 HWY 92/Fire - #03117013803	06/01/2020	60.02	60.02	06/01/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-64-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	20	645 TOMBSTONE CYN-STATION	06/01/2020	110.99	110.99	06/01/2020
1225	BISBEE PUBLIC WORKS	20	192 HWY 92-FIRE STATION #1	06/01/2020	110.99	110.99	06/01/2020
10-64-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472017056702	192 Highway 92 - Fire #1-472-01	06/01/2020	205.34	205.34	06/01/2020
10-64-24000 PHONES							
4192	CENTURY LINK	278B-04-20	FIRE DEPT 520-432-1985 278B	06/01/2020	99.99	99.99	06/01/2020
4192	CENTURY LINK	398B-04-20	FIRE DEPT 520-432-4110 398B	06/01/2020	73.70	73.70	06/01/2020
4192	CENTURY LINK	412B-04-20	FIRE DEPT #2 520-432-6022 412	06/01/2020	54.97	54.97	06/01/2020
10-64-34000 CONTRACT SERVICES							
2427	ENTECH	PM-7051	PM CONTRACT SERVICES MAY	05/27/2020	1,275.00	.00	
6172	MMPC	58278	PEST CONTROL-STA#2	06/05/2020	30.00	.00	
6172	MMPC	58325	PEST CONTROL-STA#1	06/05/2020	30.00	.00	
5710	XEROX CORPORATION	10474895	BASE CHARGE & USAGE/BFD	06/01/2020	192.29	.00	
10-64-34010 AMBULANCE BILLING SERVICES							
7071	AMB	0997430-IN	AMBULANCE BILLING-MAY 20	05/31/2020	1,695.54	.00	
10-64-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	491785233001	PLANNER	05/12/2020	19.03	.00	
6340	OFFICE DEPOT	49235729001	ORGANIZER	05/13/2020	32.56	.00	
6340	OFFICE DEPOT	492359465001	ORGANIZER	05/13/2020	22.51	.00	
6340	OFFICE DEPOT	493142836001	CLIPBOARD, ALUM DUAL	05/14/2020	18.08	.00	
6340	OFFICE DEPOT	497448393001	MOUSEPAD	05/21/2020	5.58	.00	
10-64-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4049972571	JANITORIAL SUPPLIES	05/06/2020	38.23	.00	
7060	CINTAS	4051028777	JANITORIAL SUPPLIES	05/20/2020	61.14	.00	
7060	CINTAS	4051507235	JANITORIAL SUPPLIES	05/27/2020	44.69	.00	
7060	CINTAS	4052371415	JANITORIAL SUPPLIES	06/03/2020	44.69	.00	
1698	SAFEWAY INC.	2035888	PINE SOL	05/29/2020	6.55	.00	
1698	SAFEWAY INC.	2035890	DETERGENTS	06/04/2020	9.83	.00	
10-64-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	30200	FASTENERS, LED 60W	05/29/2020	10.96	.00	
1659	ACE HARDWARE	30252	DRYWALL	06/04/2020	56.95	.00	
1659	ACE HARDWARE	30269	FAN	06/07/2020	29.80	.00	
1659	ACE HARDWARE	30270	FAN	06/07/2020	3.07	.00	
1833	UNITED FIRE	728251	TURN OUT COAT AND PANT RE	04/08/2020	282.70	.00	
10-64-46641 MEDICAL SUPPLIES							
1129	BARNETT'S OXYGEN & TOWIN	2009	OXYGEN & TANK RENTAL	05/31/2020	154.64	.00	
1321	BOUND TREE MEDICAL, LLC	83636334	MEDICAL SUPPLIES/BFD	05/22/2020	2.92	.00	
10-64-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	30176	COLORANT CEMENT, CONCRE	05/27/2020	38.66	.00	
1659	ACE HARDWARE	30183	CONCRETE MIX	05/27/2020	5.25	.00	
1659	ACE HARDWARE	30210	ROLLER FRAME, ROLLER, ROO	05/30/2020	281.97	.00	
5348	GRASP HEATING & COOLING , I	995	NEW MOTOR INSTALLED	06/08/2020	358.00	.00	
10-64-65000 EQUIPMENT REPAIR & MAINT							
1862	B&D LUMBER & HARDWARE	175986	ROPE	05/29/2020	24.38	.00	
1235	FRANKLIN REFRIGERATION SR	7145	REPLACE ICE MACHINE PUMP	05/26/2020	411.84	.00	
10-64-65200 NON CAP EQUIP PURCHASES							
1659	ACE HARDWARE	30200	LOCKING PLIERS	05/29/2020	21.42	.00	
5633	L. N. CURTIS & SONS	INV390469	HANDLE, ADAPTER, PICK & SH	05/19/2020	378.83	.00	
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	224811	POWER STEERING GEAR BOX,	05/26/2020	328.22	.00	
6536	BISBEE NAPA AUTO PARTS	225130	REMAN/STARTER	05/29/2020	255.58	.00	
6536	BISBEE NAPA AUTO PARTS	225317	BATTERY	06/01/2020	230.47	.00	
6536	BISBEE NAPA AUTO PARTS	225320	COOLANT	06/01/2020	7.66	.00	
6536	BISBEE NAPA AUTO PARTS	225427	AIR FILTER, OIL FILTER, OCTAN	06/02/2020	21.57	.00	
6536	BISBEE NAPA AUTO PARTS	225428	2005 E-350	06/02/2020	12.03	.00	
6536	BISBEE NAPA AUTO PARTS	225767	AUTO PARTS	06/05/2020	38.40	.00	
1532	CITY OF SIERRA VISTA	3189	EMERGENCY LIGHT REPAIR	06/02/2020	98.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6363	MERLE'S AUTOMOTIVE SUPPLY	16-3332969	SPARK PLUG BOOT PROT	04/23/2020	33.04	.00	
10-64-62003 GASOLINE							
1659	ACE HARDWARE	30203	VP 4CYL FUEL	05/29/2020	74.52	.00	
6538	BISBEE NAPA AUTO PARTS	225798	GAS	06/05/2020	18.99	.00	
10-64-62004 DIESEL							
6538	BISBEE NAPA AUTO PARTS	225798	DIESEL	06/05/2020	32.22	.00	
Total FIRE DEPARTMENT:					10,332.09	716.00	
CITY MAGISTRATE							
10-68-34000 CONTRACT SERVICES							
4607	JANUS POPPE	35	MAGISTRATE CONTRACT SERV	06/01/2020	500.00	500.00	06/01/2020
4607	JANUS POPPE	36	MAGISTRATE CONTRACT SERV	06/15/2020	500.00	500.00	06/09/2020
Total CITY MAGISTRATE:					1,000.00	1,000.00	
CEMETERY							
10-70-22560 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	20	DOUGLAS ST-CEMETARY	06/01/2020	57.20	57.20	06/01/2020
Total CEMETERY:					57.20	57.20	
BUILDING & MAINTENANCE							
10-74-34000 CONTRACT SERVICES							
4415	CULLIGAN OF TUCSON	112X43687201	DRINKING WATER/PO	05/31/2020	49.19	.00	
6172	MMPC	57867	PEST CONTROL-CH	06/01/2020	110.00	.00	
10-74-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4051507233	JANITORIAL SUPPLIES	05/27/2020	71.11	.00	
7060	CINTAS	4052371369	JANITORIAL SUPPLIES	06/03/2020	53.75	.00	
10-74-50100 BLDG REPAIR & MAINT							
5349	GRASP HEATING & COOLING , I	841	REPLACE AIR FILTER, LABOR	06/08/2020	187.00	.00	
Total BUILDING & MAINTENANCE:					471.05	.00	
PUBLIC WORKS ADMINISTRATION							
10-75-22000 WATER							
1106	AZ WATER COMPANY	03112030003-0	404 Bisbee Rd - PW 0311203000	06/01/2020	26.24	26.24	06/01/2020
10-75-22560 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	20	404 BISBEE RD-PUBLIC WORK	06/01/2020	87.43	87.43	06/01/2020
10-75-34000 CONTRACT SERVICES							
5710	XEROX CORPORATION	10474897	BASE CHARGE & USAGE/PW	06/02/2020	95.82	.00	
10-75-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4051507233	JANITORIAL SUPPLIES	05/27/2020	35.55	.00	
7060	CINTAS	4052371369	JANITORIAL SUPPLIES	06/03/2020	26.88	.00	
10-75-50100 BLDG REPAIR & MAINT							
5349	GRASP HEATING & COOLING , I	842	AIR FILTER, LABOR	06/08/2020	206.05	.00	
Total PUBLIC WORKS ADMINISTRATION:					477.77	113.67	
GARAGE							
10-77-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	20	TOVREAVILLE RD-GARAGE	06/01/2020	99.77	99.77	06/01/2020
10-77-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472100101800	4 Tovreaville Rd. 50% Garage	06/01/2020	47.38	47.38	06/01/2020
10-77-24000 PHONES							
4192	CENTURY LINK	418B-04-20	PW GARAGE 520-432-8044 418	06/01/2020	140.53	140.53	06/01/2020
10-77-34000 CONTRACT SERVICES							
1129	BARNETT'S OXYGEN & TOWIN	2010	TANK RENTAL/ GARAGE	05/31/2020	37.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7060	CINTAS	4051507128	UNIFORMS-GAR	05/27/2020	68.43	.00	
7080	CINTAS	4052371398	UNIFORMS-GAR	06/03/2020	38.05	.00	
7060	CINTAS	9090709206	WATERBREAK COOLER-AGREE	06/01/2020	48.87	.00	
4415	CULLIGAN OF TUCSON	112-10073842-	CREDIT	05/31/2020	44.99-	.00	
6172	MMPC	58286	PEST CONTROL-GAR	06/05/2020	50.00	.00	
10-77-45100 DISPOSABLE EQUIP & TOOLS							
6538	BISBEE NAPA AUTO PARTS	221262	SAW BLADE	04/10/2020	54.91	.00	
10-77-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4052371341	JANITORIAL SUPPLIES	06/03/2020	38.05	.00	
Total GARAGE:					578.70	287.88	
BUILDING INSPECTOR							
10-79-42030 BOOKS & REFERENCE MATERIALS							
6200	WARD, JOE	20-0525	CODE BOOKS	05/25/2020	60.64	.00	
Total BUILDING INSPECTOR:					60.64	.00	
PARKS							
10-80-22000 WATER							
1106	AZ WATER COMPANY	03112037563-0	Mule Mtn Gdn - Parks 031120375	06/01/2020	25.88	25.88	06/01/2020
1106	AZ WATER COMPANY	03112038121-0	Vista Park - Parks 03112038121	06/01/2020	84.40	84.40	06/01/2020
1106	AZ WATER COMPANY	03112039072-0	W Vista & Hoatson - Parks 03112	06/01/2020	243.64	243.64	06/01/2020
1106	AZ WATER COMPANY	03112040621-0	Lower E Vista & Tener Bthrm 0311	06/01/2020	25.88	25.88	06/01/2020
1106	AZ WATER COMPANY	03112040851-0	Lower Vista Park - Parks 031120	06/01/2020	64.76	64.76	06/01/2020
1106	AZ WATER COMPANY	03112047073-0	Az St & Cole Ave Irrigation - 0311	06/01/2020	28.06	28.06	06/01/2020
1106	AZ WATER COMPANY	03112085601-0	Paul Park Warren - Parks 031120	06/01/2020	64.40	64.40	06/01/2020
1106	AZ WATER COMPANY	03117017901-0	Tin Town Park/Parks - #03117017	06/01/2020	25.88	25.88	06/01/2020
1106	AZ WATER COMPANY	03117047651-0	Galena/Parks - #03117047651	06/01/2020	25.88	25.88	06/01/2020
10-80-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	20	5 COPPER PLAZA-PARK MAIN S	06/01/2020	68.00	68.00	06/01/2020
1225	BISBEE PUBLIC WORKS	20	TOMBSTONE CYN-GARFIELD P	06/01/2020	20.40	20.40	06/01/2020
1225	BISBEE PUBLIC WORKS	20	1 QUALITY HILL-POOL	06/01/2020	68.00	68.00	06/01/2020
1225	BISBEE PUBLIC WORKS	20	VISTA PARK	06/01/2020	57.20	57.20	06/01/2020
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4052371321	UNIFORMS-PARKS	06/03/2020	38.05	.00	
10-80-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	30239	SAW FOLDING 11"	06/03/2020	18.62	.00	
1862	B&D LUMBER & HARDWARE	175985	TUBING CUTTER, CABLESAW C	05/29/2020	59.07	.00	
1862	B&D LUMBER & HARDWARE	176104	SHORT WIRE BRUSH	06/03/2020	3.69	.00	
10-80-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4051507182	JANITORIAL SUPPLIES	05/27/2020	126.00	.00	
10-80-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	30213	NYLON TUBE BRUSH, DRAIN O	05/31/2020	9.77	.00	
1659	ACE HARDWARE	30243	MOPHEAD	06/03/2020	11.16	.00	
1862	B&D LUMBER & HARDWARE	175933	ADA TOILET	05/27/2020	138.99	.00	
1862	B&D LUMBER & HARDWARE	176030	BLADE, CONCRETE BRICK	06/01/2020	119.97	.00	
1862	B&D LUMBER & HARDWARE	176038	NYLON LINE	06/01/2020	14.79	.00	
6138	COCHISE LOCK & SAFE INC	120897	MASTER PADLOCKS	05/29/2020	150.08	.00	
10-80-46802 LANDSCAPING MATERIALS							
1862	B&D LUMBER & HARDWARE	175898	O-RING	05/26/2020	.47	.00	
Total PARKS:					1,471.04	782.38	
SWIMMING POOL							
10-81-24000 PHONES							
4192	CENTURY LINK	428B-04-20	SWIMMING POOL 520-432-6042	06/01/2020	39.90	39.90	06/01/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-81-55000	EQUIPMENT REPAIR & MAINT						
6000	FERGUSON WATERWORKS #30	394232	PVC SUCT HOSE MNPSM, GAL	06/05/2020	291.53	.00	
Total SWIMMING POOL:					331.43	39.90	
LIBRARY							
10-83-22550	SEWER AND GARBAGE SERV.						
1225	BISBEE PUBLIC WORKS	20	6 MAIN ST-LIBRARY	06/01/2020	110.99	110.99	06/01/2020
10-83-24000	PHONES						
4192	CENTURY LINK	414B-04-20	LIBRARY 520-432-4232 414B	06/01/2020	204.26	204.26	06/01/2020
10-83-24001	INTERNET ACCESS						
4059	SPARKLIGHT	20-0523/LIB	Internet Svc-Library	06/01/2020	146.43	146.43	06/01/2020
10-83-34000	CONTRACT SERVICES						
1499	RICOH USA, INC	5059716263	COPIER MAINT AGRMNT	06/01/2020	31.48	.00	
6770	SWANK MOVIE LICENSING, US	187059001	MOVIE LICENSING	06/01/2020	743.00	.00	
10-83-45300	CUSTODIAL SUPPLIES						
7060	CINTAS	4051507179	JANITORIAL SUPPLIES	05/27/2020	62.44	.00	
10-83-60100	BLDG REPAIR & MAINT						
1862	B&D LUMBER & HARDWARE	176090	MATERIALS TO SEAL SWAMP C	06/02/2020	57.49	.00	
Total LIBRARY:					1,356.09	461.88	
SENIOR CITIZENS CENTER							
10-85-22000	WATER						
1106	AZ WATER COMPANY	03117021951-0	Collins Rd - S Cntr - #0311702195	06/01/2020	84.83	84.83	06/01/2020
10-85-22550	SEWER AND GARBAGE SERV.						
1225	BISBEE PUBLIC WORKS	20	COLLINS RD-SENIOR CENTER	06/01/2020	68.00	68.00	06/01/2020
10-85-24000	PHONES						
4192	CENTURY LINK	416B-04-20	SENIOR CENTER 520-432-2167	06/01/2020	68.76	68.76	06/01/2020
10-85-24001	INTERNET ACCESS FEES						
4059	SPARKLIGHT	20-0523/SC	Internet Svc- Senior Center	06/01/2020	70.00	70.00	06/01/2020
10-85-34000	CONTRACT SERVICES						
6172	MMPC	57856	PEST CONTROL-SC	06/01/2020	50.00	.00	
10-85-34085	COORDINATOR CONTRIBUTIONS						
3188	BISBEE SENIOR ASSOCIATION	97	MONTHLY CONTRIBUTION	06/01/2020	616.63	616.63	06/01/2020
10-85-45300	CUSTODIAL SUPPLIES						
7060	CINTAS	4051507087	JANITORIAL SUPPLIES	05/27/2020	38.05	.00	
7060	CINTAS	4052371347	JANITORIAL SUPPLIES	06/03/2020	38.05	.00	
Total SENIOR CITIZENS CENTER:					1,034.32	908.22	
Total GENERAL FUND:					90,941.35	27,302.86	
TRANSIENT ROOM TAX							
FUND EXPENDITURES							
20-40-24000	PHONES						
4192	CENTURY LINK	251B-04-20	V. C. ANNEX 520-432-3539 251	06/01/2020	33.80	33.80	06/01/2020
4192	CENTURY LINK	500B-04-20	VISITOR CENTER 520-432-3554	06/01/2020	112.79	112.79	06/01/2020
20-40-34000	CONTRACT SERVICES						
2577	BISBEE MINING & HISTORICAL	6	SHARED EMPLOYEE-BRENDA	06/01/2020	1,306.17	1,306.17	06/01/2020
6971	DOG CAT MOUSE MEDIA	110	DISCOVER BISBEE MARKETIN	06/05/2020	2,916.66	2,916.66	06/09/2020
Total FUND EXPENDITURES:					4,369.42	4,369.42	
Total TRANSIENT ROOM TAX:					4,369.42	4,369.42	

STREETS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FUND EXPENDITURES							
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1032111000-06	Az Street St Lights #1032111000	06/09/2020	4,401.70	4,401.70	06/09/2020
1097	AZ PUBLIC SERVICE (2 of 3)	4877951000-0	Hwy 92 DD #4877951000	06/01/2020	12.47	12.47	06/01/2020
1097	AZ PUBLIC SERVICE (2 of 3)	5254161000-0	951 Naco Hwy #5254161000	06/01/2020	79.99	79.99	06/01/2020
21-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472100101800	25% Streets	06/01/2020	23.70	23.70	06/01/2020
21-40-34000 CONTRACT SERVICES							
7060	CINTAS	4051507222	UNIFORMS-STREETS	05/27/2020	53.35	.00	
7060	CINTAS	4052371433	UNIFORMS-STREETS	06/03/2020	53.35	.00	
21-40-34100 DOC WORKERS							
3163	AZ STATE PRISON Cmplx-DOU	D08358420200	DOC LABOR CREW/STR	06/02/2020	210.04	.00	
21-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	30196	CIRCULAR SAW BLADE	05/28/2020	13.03	.00	
1862	B&D LUMBER & HARDWARE	175923	SCREW, HAMMER BIT	05/26/2020	13.10	.00	
1862	B&D LUMBER & HARDWARE	175924	ANCHOR, HAMMER BIT	05/26/2020	30.17	.00	
1862	B&D LUMBER & HARDWARE	176225	CUTOFF WHEEL, METAL CHOP	06/08/2020	17.05	.00	
21-40-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	175921	GRAY TAPE	05/26/2020	9.26	.00	
1862	B&D LUMBER & HARDWARE	175959	GLASS CLEANER, MAGIC ERAS	05/28/2020	8.52	.00	
1862	B&D LUMBER & HARDWARE	176028	BRISTLE CHIP BRUSH	06/01/2020	3.49	.00	
1862	B&D LUMBER & HARDWARE	176216	REBAR	06/08/2020	32.83	.00	
21-40-46210 STREET REPAIR MAT - SALES TAX							
1337	EADS CONSTRUCTION	7889	CONCRETE	06/03/2020	485.07	.00	
4223	KE & G DEVELOPMENT	817	ASPHALT	05/29/2020	16,319.24	.00	
21-40-55100 REPAIR & MAINT - OTHER							
6853	THE WLB GROUP, INC	110832A002-0	CHANNEL REPAIR OK STREET P	06/02/2020	331.07	.00	
6853	THE WLB GROUP, INC	118032A003-0	OK STREET RETAINING WALL F	06/02/2020	3,606.25	.00	
21-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	225520	HYD HOSE, FITTINGS, MEGA FL	06/03/2020	130.69	.00	
6536	BISBEE NAPA AUTO PARTS	225642	V BELT, XL BELT, TURN SIG, FL	06/04/2020	108.68	.00	
6536	BISBEE NAPA AUTO PARTS	225946	BEACON, BLISTER PACK CAPS	06/08/2020	233.54	.00	
Total FUND EXPENDITURES:					26,176.59	4,517.86	
Total STREETS:					26,176.59	4,517.86	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	9862440000-0	Bisbee Junction Hill - Airport #98	06/01/2020	119.07	119.07	06/01/2020
50-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	20	AIRPORT RD-AIRPORT	06/01/2020	22.43	22.43	06/01/2020
50-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472016093602	Bisbee JcT - Airport Rd #472-016	06/09/2020	35.75	35.75	06/09/2020
50-40-24000 PHONES							
4192	CENTURY LINK	426B-04-20	AIRPORT 520-432-6030 426B	06/01/2020	33.80	33.80	06/01/2020
4192	CENTURY LINK	703B-04-20	AIRPORT 520-432-6980 703B	06/01/2020	35.33	35.33	06/01/2020
50-40-42060 INVENTORIED TOOLS							
4191	GRAINGER	9550218995	CORDLESS GREASE GUN KIT,	06/03/2020	196.19	.00	
50-40-46000 OPERATIONAL EXPENSES							
6536	BISBEE NAPA AUTO PARTS	225305	CYLINDER	06/01/2020	24.10	.00	
50-40-50100 BLDG REPAIR & MAINT							
7036	ABC SUPPLY CO-MBA 742	9296550	TAMKO H&R MOUNTAIN SLATE	05/21/2020	104.33	.00	
1862	B&D LUMBER & HARDWARE	176022	VENT, LEVER, JIGSAW BLADE	05/30/2020	71.77	.00	
1862	B&D LUMBER & HARDWARE	176204	VALVE	06/06/2020	25.32	.00	
1862	B&D LUMBER & HARDWARE	176206	GALVANIZED PIPE	06/06/2020	7.47	.00	
1862	B&D LUMBER & HARDWARE	176211	GALVANIZED PIPE	06/06/2020	7.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1989	SIERRA VISTA BUILDERS SUPP	75601	CDL STARTER STRIPS	05/05/2020	361.27	.00	
1989	SIERRA VISTA BUILDERS SUPP	76589	CREDIT	05/21/2020	144.51-	.00	
1989	SIERRA VISTA BUILDERS SUPP	76747	2 ROLLS OMNI VENT	05/26/2020	183.02	.00	
Total FUND EXPENDITURES:					1,082.81	246.38	
Total AIRPORT FUND:					1,082.81	246.38	
POLICE SPECIAL REVENUE& GRANTS							
FUND EXPENDITURES							
53-40-31000 DEPT. OF JUSTICE (VESTS)							
5567	DIAMONDBACK POLICE SUPPL	17808	BULLET PROOF VESTS	05/20/2020	923.90	.00	
53-40-36005 COMMUNICATIONS SYSTEM							
7089	GILA ELECTRONICS	7875	RADIO EQUIPMENT	05/13/2020	32,606.88	32,606.88	06/09/2020
Total FUND EXPENDITURES:					33,530.78	32,606.88	
Total POLICE SPECIAL REVENUE& GRANTS:					33,530.78	32,606.88	
SEWER FUND							
54-1019900 CLEARING ACCT-SEWER/TRASH A/R							
8923	PAID IN FULL	3228-053120	AGENCY COMMISSION DUE	06/08/2020	1,077.41	.00	
Total :					1,077.41	.00	
FUND EXPENDITURES							
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1002920000-0	940 W. Purdy Ln San Jose WW -#	06/01/2020	6,077.55	6,077.55	06/01/2020
54-40-22000 WATER							
1108	AZ WATER COMPANY	03117016701-0	320 Teran #03117016701	06/01/2020	25.88	25.88	06/01/2020
54-40-24000 PHONES							
4192	CENTURY LINK	424B-04-20	46 S. AZ ST-WW 520-432-6035 4	06/01/2020	34.38	34.38	06/01/2020
54-40-34000 CONTRACT SERVICES							
7060	CINTAS	4051507090	UNIFORMS-WW	05/27/2020	38.05	.00	
7060	CINTAS	4052371443	UNIFORMS-WW	06/03/2020	34.27	.00	
5710	XEROX CORPORATION	97833665	BASE CHARGE/WW	08/20/2019	186.66	.00	
54-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	30193	SCREWDRIVER, STRETCH COR	05/28/2020	11.17	.00	
1659	ACE HARDWARE	30237	REEL STRINGLINER, LEVEL AL	06/02/2020	8.36	.00	
1659	ACE HARDWARE	30240	SAWZAL BLADE, REPELLANT, S	06/03/2020	27.45	.00	
54-40-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4052371443	JANITORIAL SUPPLIES	06/03/2020	26.00	.00	
54-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	30152	DISPOSABLE MASKS	05/26/2020	27.94	.00	
1659	ACE HARDWARE	30163	SUPPLIES	05/26/2020	214.68	.00	
1659	ACE HARDWARE	30181	GARDEN HOSE, NOZZEL, GLOV	05/27/2020	38.16	.00	
1659	ACE HARDWARE	30182	CABLE TIES, TOTE	05/27/2020	20.47	.00	
1659	ACE HARDWARE	30254	INSECT KILLER	06/04/2020	27.84	.00	
1659	ACE HARDWARE	30275	SHOCK GRANULE, SPRAY BOT	06/08/2020	24.20	.00	
1862	B&D LUMBER & HARDWARE	175897	BATTERY	05/26/2020	16.98	.00	
1862	B&D LUMBER & HARDWARE	175916	TOILET AUGER	05/26/2020	14.23	.00	
1862	B&D LUMBER & HARDWARE	176070	PREMIX CONCRETE, KWIK MO	06/02/2020	47.98	.00	
6536	BISBEE NAPA AUTO PARTS	224897	GLASS CLEANER, TRANFLU	05/27/2020	10.74	.00	
6536	BISBEE NAPA AUTO PARTS	225080	PREMTR HYDOIL FL	05/28/2020	119.14	.00	
1241	COCHISE COUNTY RECORDER	20-0608	LIENS-4 @ \$15.00	06/09/2020	60.00	60.00	06/09/2020
54-40-47000 PERMITS & LICENSES							
1073	AZ DEPT OF ENVIRONMENTAL	0000325901X	WQL WATER QUALITY	05/31/2020	2,500.00	.00	

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54-40-50100 BLDG REPAIR & MAINT							
1882	B&D LUMBER & HARDWARE	176202	SANDING DISC, VALVE, PIPE, S	06/06/2020	60.84	.00	
54-40-55200 NON CAP EQUIP PURCHASES							
6536	BISBEE NAPA AUTO PARTS	225023	WRENCH, BRAKLEEN	05/28/2020	57.50	.00	
54-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	225131	BRAKE CALIPER W/BACKET, T	05/29/2020	189.31	.00	
1090	USA BLUEBOOK	249617	GREASE NOZZLE-VACTOR TRU	05/28/2020	355.24	.00	
Total FUND EXPENDITURES:					10,255.02	6,197.81	
Total SEWER FUND:					11,332.43	6,197.81	
SANITATION FUND							
FUND EXPENDITURES							
56-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472100101800	25% Sanatation	06/01/2020	23.70	23.70	06/01/2020
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4051507089	UNIFORMS-SANITATION	05/27/2020	38.05	.00	
7060	CINTAS	4052371432	UNIFORMS-SANITATION	06/03/2020	638.05	.00	
56-40-46000 OPERATIONAL EXPENSES							
6536	BISBEE NAPA AUTO PARTS	224014	OIL DRY	05/15/2020	339.42	.00	
56-40-46561 COUNTY TIPPING FEE							
3181	COCHISE COUNTY TREASURE	26197	MUNICIPAL WASTE/HOUSEHOL	05/31/2020	20,136.12	.00	
56-40-46562 RECYCLING PROGRAM							
6536	BISBEE NAPA AUTO PARTS	225029	AIRCONDITIONING TUBE	05/28/2020	21.46	.00	
7060	CINTAS	4051507110	UNIFORMS-RECYCLING	05/27/2020	67.08	.00	
7060	CINTAS	4052371279	UNIFORMS-RECYCLING	06/03/2020	67.08	.00	
1893	LAL ENTERPRISES, INC	28464	PORTA POTS	05/31/2020	73.50	.00	
56-40-61000 VEHICLE PARTS & LABOR							
5618	HOLTZ INDUSTRIES, INC.	562873	AUTO LOCK, FRONT FLAT	05/18/2020	1,309.32	.00	
Total FUND EXPENDITURES:					22,713.78	23.70	
Total SANITATION FUND:					22,713.78	23.70	
QUEEN MINE FUND							
FUND EXPENDITURES							
59-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	20	478 N DART RD-QUEEN MINE	06/01/2020	401.97	401.97	06/01/2020
59-40-24000 PHONES							
4192	CENTURY LINK	406B-04-20	QUEEN MINE 520-432-2071 406	06/01/2020	143.96	143.96	06/01/2020
59-40-24001 INTERNET ACCESS FEE							
4059	SPARKLIGHT	20-0523/QM	Internet Svc-Queen Mine	06/01/2020	78.99	78.99	06/01/2020
59-40-41500 OFFICE SUPPLIES							
6399	WIST OFFICE PRODUCTS	2011424	TONER, PENS	05/29/2020	95.82	.00	
59-40-46000 OPERATIONAL EXPENSES							
6977	PETRUNO, MICHELLE	20-0529	REIMBURSEMENT-NON CONCT	05/29/2020	109.94	.00	
59-40-55000 EQUIPMENT REPAIR & MAINT							
1659	ACE HARDWARE	30140	LUMBER	05/23/2020	229.91	.00	
1659	ACE HARDWARE	30162	WEDGE, EXIT LIGHT, HOOKS	05/26/2020	57.26	.00	
1659	ACE HARDWARE	30180	EXIT LIGHT LED RED	05/27/2020	29.80	.00	
1659	ACE HARDWARE	30189	PLEX GLASS CLEANER	05/28/2020	5.58	.00	
1659	ACE HARDWARE	30199	PAINT, PAINT BRUSH, NAILS	05/28/2020	19.62	.00	
59-40-55100 REPAIR & MAINT - OTHER							
1659	ACE HARDWARE	30188	ACRYLIC GLASS	05/28/2020	55.99	.00	
Total FUND EXPENDITURES:					1,228.84	624.92	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total QUEEN MINE FUND:					1,228.84	624.92	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-41607 CITY OPERATING EXPENSE							
5710	XEROX CORPORATION	10474897	BASE CHARGE & USAGE/BUS	06/02/2020	31.87	.00	
Total FUND EXPENDITURES:					31.87	.00	
Total BISBEE BUS FUND:					31.87	.00	
Grand Totals:					191,407.87	75,889.83	

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: June 16, 2020

Regular Special

DATE ACTION SUBMITTED: <u>June 10, 2020</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 JUNE 2, 2020 AT 7:00 PM	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Regular Session of Mayor and Council held on June 2, 2020 at 7:00 PM

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Theresa Coleman
Theresa Coleman
City Manager

This meeting was closed to the public due to Covid 19

MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, JUNE 2, 2020 AT 7:00 PM AT THE CITY HALL BUILDING, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

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

ROLL CALL

COUNCIL

Councilmember Louis Pawlik, Ward III, Mayor Pro Tempore
Councilmember Joni Giacomino, Ward II
Councilmember Bill Higgins, Ward I
Mayor David M. Smith
Councilmember Leslie Johns, Ward I
Councilmember Joan Hansen, Ward II
Councilmember Anna Cline, Ward III

STAFF

Theresa Coleman, City Manager
Ashlee Coronado, City Clerk
Keri Bagley, Finance Director
Joelle Landers, Personnel Director
Jesus Haro, Public Works Director

CITY ATTORNEY

James Ledbetter

INVOCATION: Mayor Smith asked for a moment of silence to continue keeping those that are affected by this virus worldwide and certainly our Bisbee family in our thoughts.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Mayor Smith announced that unfortunately the statistical information that we are receiving was showing that Covid 19 was increasing in Arizona.

CALL TO THE PUBLIC

- Laurie Lewis, Vice President for the Bisbee Senior Center gave some history on the center. She spoke on the importance of the center to Bisbee. She informed the public on various services they provide to the city and its residents.
- Donna pulling, welcomed Mike Teran as the new level III Wastewater Treatment Plant operator. She said that he would continue to offer his extensive knowledge and experience. She wished him the very best.
- Bisbee Vogue Inc., spoke in support of opening the pool. They also requested maintenance to the pool in the year 2020 and beyond. They stated their concern for the breeding of mosquitoes in the standing water.

- Kay Lynn Cummins, spoke in support of opening the Bisbee Pool. She said that this was one of the best recreation spots in the city and provides jobs to our youth. She referred to the CDC guidelines required during the pandemic. She said that they were easy guidelines to follow. She said that the pool required maintenance now and commented on mosquitoes.
- Donna pulling, spoke on the ambulance subscription. She requested charges be specifically stated and listed on the document. She also commented on the non-emergency assists that had been offered as a courtesy service in the past to the public as part of the taxes they pay for ambulance services. She said that these services have a minimal impact to the city. She urged Council to vote against this or table until these changes are made.
- Joan Reichel, asked Council to consider opening the pool this summer. She said that there were challenges for sure but we could learn the risks and avoid them.
- Patricia Hill, said that she was in favor of the pool being open.
- Fred Miller, said that he was on the Charter Review Committee and urged Council to approve the charter amendments as is and not make changes. He appreciated the opportunity for this service to the community.
- Margo McCartney, urged Council to open the Bisbee pool with appropriate limits on numbers of people.
- Claire Chafee, said that this had been a very trying time for all of us. She spoke on people losing their job and not being able to pay their bills. She also spoke on the mask versus no mask situation. She said that Council should set a good example for everyone. She went on to say that we were open now for the most part except for City Hall and buildings why was that. She said people could social distance and suggested having meetings outside.

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 \$162,216.33 and you.

SECOND: Councilmember Pawlik

Councilmember Cline asked about a charge for \$3,500 to repair a sewer line.

Mr. Haro responded that it was for a repair that was done because it was a main that was in our right of way.

Councilmember Giacomino asked about the water charges in the parks. She asked why they were so high.

Mr. Haro responded that we had started watering a lot more and the Grassy Park one was a water leak.

MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

A. Approval of the Minutes of the Regular Session of Mayor and Council held on May 19, 2020 at 7:00 pm.

Ashlee Coronado, City Clerk

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

SECOND: Mayor Smith

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

OLD BUSINESS

- 3. Discussion and Possible Approval of Ordinance O-20-09; Amending Article 16.2 Queen Mine Regulations and Fees and providing for repeal and severability.

Theresa Coleman, City Manager

Mayor Smith said that this had come before Council previously and asked if there were any questions.

Councilmember Cline asked why the adult age was lowered.

Ms. Coleman responded that it was based on a request from Freeport McMoRan.

MOTION: Councilmember Pawlik moved to approve Ordinance O-20-09; Amending Article 16.2 Queen Mine Regulations and Fees and providing for repeal and severability.

SECOND: Councilmember Hansen

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

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

Theresa Coleman, City Manager

MOTION: Councilmember Higgins moved to approve the Notice of Intent to Adopt Ordinance O-20-10; Amending Article 4.5.1 Rates, and Establishing Article 4.5.2, Ambulance Subscriptions and providing for repeal and severability.

SECOND: Hansen

ROLL CALL VOTE:

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

NAYS: Councilmember Cline

MOTION PASSED: AYES -6; NAYS -1

NEW BUSINESS

- 5. Discussion and Possible Direction/Action on a petition received from Monika Patience regarding items blocking the Easement and Right of Way between 201 and 205 OK Street.

David M. Smith, Mayor

Councilmember Higgins explained that he was up at that location this morning, it was true that there were motorbikes parked there. It was a small parking lot. They all seem to be there neatly and not in the roadway or anyone's way for that matter. He did not really see an issue.

MOTION: Councilmember Higgins moved to disregard this petition and not accept the action requested.

SECOND: Mayor Smith

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

6. Public Hearing on Truth and Taxation and Public Hearing and Discussion on FY 2020-21 Proposed Budget for the City of Bisbee.

Keri Bagley, Finance Director

Ms. Bagley explained that this was the Public Hearing for the Truth and Taxation notice that had been published.

Mayor Smith opened the public hearing. He asked if we had received any correspondence in favor of this item. He asked if we had received any correspondence in opposition of this item. He said hearing none he closed the public hearing.

7. Discussion and Possible Approval of Resolution R-20-17; Adopting the Final Budget FY 20-21 for the City of Bisbee; Adopting the Alternative Expenditure Limitation for FY 20-21.

Keri Bagley, Finance Director

Mayor Smith said that he wanted to make sure everyone knew that we would be receiving some federal funding. This funding would not affect our expenditure limitation. We would be completely safe to pass this budget and accept the federal funding.

Ms. Bagley said that this Resolution would approve the final budget for FY 20-21 in the amount of \$22,078,364.

MOTION: Councilmember Hansen moved to approve Resolution R-20-17; Adopting the Final Budget FY 20-21 for the City of Bisbee; Adopting the Alternative Expenditure Limitation for FY 20-21.

SECOND: Councilmember Johns

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

Mayor Smith thanked Ms. Bagley and Ms. Coleman for a job well done on this budget.

8. Discussion and Possible Approval of PSPRS Pension Funding Policy.

Keri Bagley, Finance Director

Ms. Bagley explained that this was the annual pension funding policy that PSPRS now requires from all of their participants. This would explain how we plan to pay off our pension liability. Our plan was to pay our minimum requirement payments. It would be paid off in 2047.

Mayor Smith said that there were individuals who thought we should pay off some of this in lump sums. He explained that Coconino County paid \$20 million into their fund thinking it would help them get ahead of the curve and it did not lower anything. He mentioned other cities in the same situation. He endorsed us only paying what we had to pay. He would continue to work on reform.

MOTION: Councilmember Pawlik moved to approve the PSPRS Pension Funding Policy.

SECOND: Councilmember Hansen

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

9. Discussion and Possible Approval to enter into the Cares Act Airport Agreement.

Jesus Haro, Public Works Director

Mr. Haro explained that we had to enter into this agreement in order to receive our \$20,000 that we were notified we had been awarded.

Councilmember Pawlik asked what the \$20,000 was for and how they arrived at this figure.

Mr. Haro responded that this could be used for any purpose in which airport revenues may be lawfully used. He explained that we recently purchased the upgrades to our fuel system and these funds could go to that.

MOTION: Councilmember Hansen moved to approve to enter into the CARES Act Airport Agreement.

SECOND: Councilmember Johns

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

10. Discussion and Possible Approval to Repair the Sulzer Submersible Sewer Pump for the Mule Gulch Lift Station.

Jesus Haro, Public Works Director

Mr. Haro explained that we purchased a new pump for a backup. We always try to keep a backup on hand in case something happens. The new one has been put in place and we would like to get this one replaced as a backup.

Councilmember Hansen asked if the pump had been repaired before.

Mr. Haro responded no that was a new pump.

MOTION: Councilmember Johns moved to approve to repair the Sulzer submersible sewer pump for the Mule Gulch lift station.

SECOND: Councilmember Cline

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

11. Discussion and Possible Approval of a Memorandum of Understanding between the City of Bisbee and the Bisbee Senior Association for the Senior Center.

Theresa Coleman, City Manager

Ms. Coleman said she had an opportunity to sit down with the senior center manager and take a look at their financials. They both agreed that it would be a good idea to review these financials every year to determine to what extent we would be able to continue to help fund their operation. This simplified some of the wording that was in the original agreement.

MOTION: Councilmember Johns moved to approve the Memorandum of Understanding between the City of Bisbee and the Bisbee Senior Association for the Senior Center

SECOND: Mayor Smith

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

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

Theresa Coleman, City Manager

Ms. Coleman explained that this was a continuation of discussions we've had in the past about how to provide affordable housing. She was currently working with Jay Matchett at SEAGO on a grant application. This was focused on the Saginaw neighborhood. Ms. Coleman informed the Council of her efforts in obtaining various properties in the neighborhood.

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

SECOND: Councilmember Johns

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

13. Discussion and Possible Approval of Resolution R-20-18; Authorizing an Election on Certain Proposed City Charter Amendments to be held on November 3, 2020.

David M. Smith, Mayor/ Charter Review Liaison

Mayor Smith explained that this was the result of the Charter Review Committee which was required to go through the Charter. Mayor Smith said that a lot of hard work had gone into this. Mayor Smith asked if there were any questions.

Mayor and Council discussed questions and concerns regarding these proposed charter amendments. They discussed the importance of the charter.

MOTION: Councilmember Giacomino moved to not accept section 2.08, Duties of the Mayor.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Giacomino, Johns and Cline.

NAYS: Councilmember Pawlik, Higgins, Hansen and Mayor Smith.

MOTION PASSED: AYES -3; NAYS -4

MOTION: Councilmember Cline moved to not accept section 7.07.

SECOND: Councilmember Giacomino

ROLL CALL VOTE:

AYES: Councilmember Giacomino and Cline.

NAYS: Councilmember Pawlik, Higgins, Johns, Hansen and Mayor Smith.

MOTION PASSED: AYES -2; NAYS -5

MOTION: Councilmember Johns moved to approve Resolution R-20-18; authorizing an election on certain proposed charter amendments to be held on November 3, 2020

SECOND: Mayor Smith

ROLL CALL VOTE:

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

NAYS: Councilmember Giacomino, Cline

MOTION PASSED: AYES -5; NAYS -2

14. Possible Approval of a motion to go into Executive Session for the purpose the performance evaluation of Ashlee Coronado, City Clerk.

Per ARS § 38-431.03(a)(1), the City Council may vote to go into executive session for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.

David M. Smith, Mayor

Mr. Ledbetter explained Ms. Coronado had been noticed that she had a right to go into executive session for her review and she had declined that right. In terms of the evaluations that had come in for Ms. Coronado they were frankly exceptional. She was meeting and exceeding expectations in almost every instance.

MOTION: Mayor Smith moved to approve a 6% raise to Ms. Coronado

SECOND: Councilmember Pawlik

MOTION PASSED: UNANIMOUSLY

15. Discussion and Possible Action Regarding Opening of the Bisbee Pool.

David M. Smith, Mayor

Mayor Smith said that there were people questioning and asking about this.

Mr. Haro said after reviewing the guidelines published by the Red Cross and by State Health Department. They were very similar and could be met. He said for the most part they were similar guidelines, but the state guidelines were missing a very important part that the Red Cross mentioned. That chest compressions and CPR could create aerosols. Ever since this pandemic had come about we had put forth a great effort to limit the contact our employees have with others. The issue here was that there was no way to eliminate contact if we had to rescue someone. He was concerned with putting teenage life guards in physical contact with someone who we may not know has coronavirus.

Mayor Smith asked if we were to follow the CDC guidelines how many employees would we have to have to run the pool.

Mr. Haro responded that a minimum of six lifeguards would be needed per day.

Ms. Coleman said that she was doing her very best to protect the employees that we currently had. The library was offering curbside service, and she had asked that they wait to see what happens 14 days after the memorial holiday before any determination was made to open further. To open the pool, she was being asked to hire teenagers and put them on the front line.

Mayor Smith said that there was money remaining from the friends of the pool. There were also funds available within our budget. He asked if the funds would be available to make repairs to the pool.

Mr. Haro responded yes; there were things that needed to be upgraded and repaired.

Councilmember Giacomino said one of the most important things was the fact that there was no standard care for the Covid virus. Us putting lifeguards at any age at a swimming pool makes us negligent. In order to do your job properly as a lifeguard you have to be able to look, listen, and feel. She went on to say that she was currently employed to lifeguard but had decided not to. She did not want to put herself at risk nor her family.

Councilmember Pawlik said that Covid 19 was a big issue but it was not the only issue. He said that he had been in contact with several people and was told that there was a lot of work that needed to be done at the pool. He asked how long it would take public works to address all the issues and get into a condition to open.

Mr. Haro responded that there were no issues with the pool that would not allow it to open. He said that the pool had been winterized and that's why it was a third full. It would take two weeks to prepare it.

Mayor Smith asked if there was a mosquito problem.

Mr. Haro said that there was not a mosquito problem. The remaining water could always be pumped out and chlorine could be added.

Councilmember Pawlik requested that we re-visit this issue on a monthly basis to reassess. He would like to see the pool open as soon as possible but not under the circumstances of Covid 19.

Councilmember Johns said that she wanted to bring this up for the benefit of her constituents who had suggested it, what would the liability look like if we were using volunteers to do the lifeguards job and sanitize things while the lifeguards were on duty.

Ms. Coleman responded that the city would be liable in the event that someone came to us and said their child was at the pool and came back sick and it was the city's fault.

Councilmember Cline said that she understood everyone wanted the pool open, but we would be negligent if we exposed these lifeguards.

MOTION: Councilmember Cline moved to not open the pool this summer.

SECOND: Councilmember Hansen

MOTION PASSED: UNANIMOUSLY

16. City Manager's Report:

- Other Current events (No Discussion) Ms. Coleman said that many have noticed that there was a Fry Fire ambulance in town. That was because we had a another ambulance down. A proposal to purchase a new ambulance would be brought to Council at the next meeting.

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

ADJOURNMENT:

MOTION: Councilmember Higgins moved to adjourn the meeting.

SECOND: Councilmember Pawlik

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 8:44 PM

David M. Smith, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **June 16, 2020**

Regular Special

DATE ACTION SUBMITTED: <u>June 3, 2020</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 ORDINANCE O-20-10, AMENDING ARTICLE 4.5.1 RATES, AND ESTABLISHING ARTICLE 4.5.2, AMBULANCE SUBSCRIPTIONS AND PROVIDING FOR REPEAL AND SEVERABILITY	

FROM: Theresa Coleman, City Manager

RECOMMENDATION: Approve Ordinance

PROPOSED MOTION: I move to approve Ordinance O-20-10, Amending Article 4.5.1 Rates, and Establishing Article 4.5.2, Ambulance Subscriptions and providing for repeal and severability

DISCUSSION:

This Ordinance will remove the fees listed within article 4.5.1 of the City Code and allows Mayor and Council to establish and set future fees by Resolution. These fees are now listed within the City Fee Schedule. This Ordinance also establishes the Ambulance Subscriptions.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Theresa Coleman
Theresa Coleman
City Manager

ORDINANCE O-20-10

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE,
COUNTY OF COCHISE, STATE OF ARIZONA, AMENDING ARTICLE 4.5.1 RATES
AND ESTABLISHING ARTICLE 4.5.2, AMBULANCE SUBSCRIPTIONS AND
PROVIDING FOR REPEAL AND SEVERABILITY**

WHEREAS, the City of Bisbee has decided to place all fees, fines application fees etc. into a fee scheduled for ease of use; and

WHEREAS,

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

Section 1. Article 4.5.1 Rates is amended to read as follows:

[Deleted] = Deleted Language

[_] = New Language

4.5.1 Rates

~~The rates for ambulance services provided by the City of Bisbee shall be as follows:~~

ALS Base Rate	\$947.87
BLS Base Rate	\$947.87
Mileage Charge (Patient loaded miles)	\$16.73 per mile
Standby/Waiting Charge	\$236.96 per hour after first 15 minutes
Disposable Medical Supplies	Pursuant to A.R.S. § 36-2239(D) Charges Allowed
Subscription Rate	None

A. The City Council may establish, from time to time by Resolution the fees for Ambulance Services to include Non-Emergency, Non-Transport Response or "Public Assist".

4.5.2 Ambulance Subscriptions

The annual voluntary ambulance subscription may be paid by households in the City of Bisbee. The Subscription will cover the difference between the rates for ambulance service, as authorized by the State, and the portion covered by medical insurance providers. Households outside of the City limits and within the City of Bisbee ambulance service area may participate in the subscription program. The ambulance subscription shall be negotiated, from time to time, by the City Council to offset the uncollectable portion of the annual ambulance services billed.

Section 2. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

Section 3. If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of any court or competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee, Arizona this 16th day of June, 2020.

APPROVED:

David M. Smith, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

James Ledbetter, City Attorney



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **June 16, 2020**

Regular Special

DATE ACTION SUBMITTED: June 3, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE O-20-11, ACCEPTING THE TRANSFER OF REAL PROPERTY HELD BY MINING CLAIM IN THE SAGINAW NEIGHBORHOOD.

FROM: **Theresa Coleman, City Manager**

RECOMMENDATION: **Approve Ordinance**

PROPOSED MOTION: **I move that we approve Ordinance O-20-11, Accepting the transfer of real property held by Mining Claim in the Saginaw Neighborhood**

DISCUSSION:

The City of Bisbee could acquire various sections of property for the purpose of community development activity in the Saginaw Neighborhood.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Theresa Coleman
Theresa Coleman
City Manager

ORDINANCE O-20-11

**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 CURRENTLY HELD BY MINING CLAIM
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, the parties holding such claims may convey to the City of Bisbee real property owned by the parties, to be used for the purpose of community development activity; and

WHEREAS, this property, located in the Saginaw Neighborhood Bisbee, AZ, may prove to be useful for 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 transfer of 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.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this 16th day of June, 2020.

APPROVED:

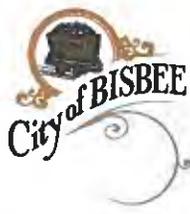
David Smith, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

James Ledbetter, City Attorney



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: June 16, 2020

Regular Special

DATE ACTION SUBMITTED: June 8, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: Discussion and possible approval of Resolution R-20-19: a resolution of the mayor and city council, city of Bisbee, county of Cochise, state of Arizona, fixing, levying and assessing the amount to be raised by the city of Bisbee from property taxation and fixing and determining the property tax rate for the 2020-2021 fiscal year and providing for severability.

FROM: **Keri Bagley, Finance Director**

RECOMMENDATION: **Approve the primary property tax rate.**

PROPOSED MOTION: **I move to approve Resolution R-20-19 fixing, levying and assessing the amount to be raised by the City of Bisbee from property taxation and fixing and determining the property tax rate for the 2020-21 fiscal year in the amount of \$2.9954 per \$100 of assessed valuation and providing for severability.**

Discussion:

A.R.S. § 42-17151 states that the governing body shall levy and assess the amount to be raised from primary property taxation on or before the third Monday in August each year. Staff is recommending adoption of a tax rate in the amount of \$2.9954 per one hundred dollars (\$100) of assessed value, the maximum tax rate allowable. This will add an additional \$48,215 in revenue to the General Fund to help offset rising General Fund expenses. This increase represents an additional \$5.88 in property taxes for a property assessed at \$100,000.

FISCAL IMPACT: **\$1,127,384 in revenue**

DEPARTMENT LINE ITEM ACCOUNT: **10-31-24500**

BALANCE IN LINE ITEM IF APPROVED: **\$1,127,384**

Prepared by: Keri Bagley
Keri Bagley
Finance Director

Reviewed by: Theresa Coleman
Theresa Coleman
City Manager

RESOLUTION R-20-19

A RESOLUTION OF THE MAYOR AND CITY COUNCIL, CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, FIXING, LEVYING AND ASSESSING THE AMOUNT TO BE RAISED BY THE CITY OF BISBEE FROM PROPERTY TAXATION AND FIXING AND DETERMINING THE PROPERTY TAX RATE FOR THE 2020-2021 FISCAL YEAR AND PROVIDING FOR SEVERABILITY.

WHEREAS, pursuant to A.R.S. § 42-17151, the City of Bisbee is required to fix, levy and assess the amount to be raised from property taxation and to fix and determine the property tax rate on or before the third Monday of August of each year; and

WHEREAS, the amount to be raised from property taxation and the property tax rate, as indicated below, are consistent with the amounts previously approved in connection with the prior approval of the City budget for this fiscal year, for the purposes appearing in that budget, and do not exceed the maximum amounts allowed by Arizona law; and

WHEREAS, the City Charter of the City of Bisbee, Section 7.05(a) authorizes the levy and assessment of the amount to be raised by primary and secondary taxation to be done by resolution; and

WHEREAS, the collection of these property taxes is necessary for the City to have the funds that are necessary to provide police, fire and other essential governmental services, as necessary to protect the lives, health, safety and the property of this community; and

WHEREAS, the County of Cochise is the assessing and collecting authority for the City of Bisbee and the City Clerk is hereby directed to transmit a certified copy of this resolution to the Assessor and to the Board of Supervisors of the County of Cochise, as necessary, and to the Property Tax Oversight Commission, upon approval of this Resolution,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Bisbee as follows;

Section 1: The City of Bisbee hereby fixes, levies and assesses the amount to be raised from primary property taxation for Fiscal Year 2020-2021 in the total amount of One Million One Hundred Twenty-Seven Thousand Three Hundred Eighty-Four dollars (\$1,127,384). This is the designated amount to be levied from primary property taxes as appearing in the previously approved budget for Fiscal Year 2020-2021, for the purposes designated in that budget, as adopted by the City of Bisbee.

Section 2: The City of Bisbee hereby fixes and determines the primary property tax rate for this purpose at the rate of \$2.9954 on each hundred dollars of taxable property, as shown by the finally equalized valuations of property, less exemptions, that appear on the

RESOLUTION R-20-19

tax rolls for this fiscal year, and that when extended on those valuations will produce, in the aggregate, the entire amount to be raised by direct property taxation for this fiscal year by the City of Bisbee.

Section 3: These property taxes shall be collected in the manner required by Arizona law. No failure by the county officials of the County of Cochise, State of Arizona, to properly return the delinquent list and no irregularity of any kind in any preceding shall invalidate such proceeding or invalidate any title conveyed by any tax deed; nor shall any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day or within the time specified invalidate the assessment and levy of the taxes or of the judgment or sale by which the collection of the same may be enforced or in any manner affect the lien of the City of Bisbee upon such property for collection of taxes or the foreclosure thereof.

Section 4: If any section, subsection, sentence, clause, phrase, or portion of this resolution or any part hereof 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 hereof.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bisbee, Arizona this 16th day of June, 2020.

David Smith, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

James Ledbetter, City Attorney



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: June 16, 2020

Regular Special

DATE ACTION SUBMITTED: May 27, 2020

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A CONTRACT WITH FIREWORKS PRODUCTIONS OF ARIZONA FOR THE 4TH OF JULY FIREWORKS

FROM: **George Castillo, Fire Chief**

RECOMMENDATION: **Approval**

PROPOSED MOTION: **I move to approve the contract with Fireworks Productions of Arizona for the 4th of July Fireworks.**

DISCUSSION:

The Bisbee Fire Department is requesting the approval of the contract with Fireworks Productions of Arizona for the 4th of July fireworks.

FISCAL IMPACT: **\$5,000.00**

DEPARTMENT LINE ITEM ACCOUNT: **10-50-43000**

BALANCE IN LINE ITEM IF APPROVED: **\$0.00**

Prepared by:
George Castillo
Fire Chief

Reviewed by:
Theresa Coleman
City Manager



Fireworks Productions of Arizona

17034 S. 54th St.
Chandler, AZ 85226

lori@fireworksaz.com
Phone # (480) 948-0090 / Fax # (480) 423-5430

Invoice

DATE	Invoice #
6/3/20	2087

CUSTOMER

**City of Bisbee
Bisbee Firefighters Local 2146
Bisbee, AZ 85603**

PURCHASE ORDER #	TERMS	<u>DUE DATE</u>	SHOW DATE (\$)	<u>DETAILS</u>
	Due Date	Delivery	July 4, 2020	July 4 th Fireworks Display
<u>DESCRIPTION</u>		<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
Fireworks Display – 1.3G				\$3,500.00
SALES TAX INCLUDED			6.3%	0.00

We Appreciate Your Business!	Total:	\$3,500.00
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Accounts not paid by the due date may be charged a monthly service charge of 2 percent or the maximum allowed by law



Fireworks Productions of Arizona

17034 S. 54th St.
Chandler, AZ 85226

lori@fireworksaz.com
Phone # (480) 948-0090 / Fax # (480) 423-5430

Invoice

DATE	Invoice #
6/3/20	2086

CUSTOMER

**City of Bisbee
PO Box 241
Bisbee, AZ 85603**

<u>PURCHASE ORDER #</u>	<u>TERMS</u>	<u>DUE DATE</u>	<u>SHOW DATE (S)</u>	<u>DETAILS</u>
	Due Date	Delivery	July 4, 2020	July 4 th Fireworks Display
<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>	
Fireworks Display – 1.3G SALES TAX INCLUDED		6.3%	\$5,000.00 0.00	

We Appreciate Your Business!	Total:	\$5,000.00
-------------------------------------	---------------	-------------------

Accounts not paid by the due date may be charged a monthly service charge of 2 percent or the maximum allowed by law

Fireworks Productions of Arizona
17034 S.54th St.
Chandler, AZ 85226
Office 480-948-0090 ~ Fax 480-423-5430

FIREWORKS SHIP SHOW CONTRACT

This fireworks contract is between FPA, Ltd., an Arizona Corporation DBA Fireworks Productions of Arizona (FPA), and City of Bisbee.

FPA is in the business of selling fireworks, and City of Bisbee wants FPA to provide a fireworks show for City of Bisbee's benefit. The parties therefore agree as follows:

1. **Fireworks.** FPA will provide fireworks for a display on **July 4, 2020**. The display will substantially comply with the program set forth in Exhibit A.
2. **Contract Price.** City of Bisbee will pay FPA the sum of **\$5,000.00** as consideration for the fireworks display. The Bisbee Firefighters Local 2146 will pay FPA the sum of **\$3,500.00** as consideration for the fireworks display. The combined total of **\$8,500.00** (the 'Contract Price') Payment will be made as follows:
 - a. **The City of Bisbee shall provide a signed contract on or before the delivery of the fireworks.**
 - b. **The City of Bisbee shall provide payment in full (\$5,000.00) at the time of delivery of the fireworks.**
 - c. **The Bisbee Firefighters Local 2146 shall provide payment in full (\$3,500.00) at the time of delivery of the fireworks.**

City of Bisbee agrees to pay interest at the rate of 2% per month on any delinquent balance until the debt is paid in full. In the event that City of Bisbee fails to perform its obligations and responsibilities pursuant to this contract and it becomes necessary for FPA to enforce its rights by hiring an attorney, City of Bisbee will be responsible for, in addition to any other sums for which it is found responsible, all attorney fees and costs incurred by FPA in collecting said sums.

3. **Permits.** City of Bisbee will apply for and secure, at its cost, all permits, licenses, and approvals required by all applicable local, state, or federal laws and regulations as well as any imposed or required by local police or fire departments.
4. **Insurance.** FPA will secure, at City of Bisbee's cost (included in paragraph 2), general liability insurance coverage in the amount of \$10,000,000.00 needed to display fireworks on the display date. If a claim is filed, City of Bisbee will be responsible for the deductible of up to \$2,500.00 maximum. City of Bisbee will secure at City of Bisbee's cost, workman's compensation insurance coverage needed to display fireworks on the display date.
5. **Display Site.** City of Bisbee will procure and furnish a place suitable for the fireworks display. The site will be sufficient to accommodate spectator viewing areas, vehicle parking areas, and the Display Site. 'Display Site' means the discharge site, the fallout site, and the required separation

distance from mortars to the spectator viewing areas in compliance with the most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display.

6. **Cancellation.** The parties acknowledge that, if City of Bisbee cancels this contract, FPA will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. In the event that City of Bisbee does cancel this contract, therefore, FPA will be entitled to recover, not as a penalty, but as liquidated damages, an amount set forth below:
 - a. If cancellation occurs no more than 30 days before the Original Date, an amount equal to 10% of the Contract Price;
7. **Not a Partnership.** This agreement shall not be construed so as to create a partnership, joint venture, employment, or agency relationship between the parties.
8. **Acts of God.** In the event of fire, accident, strike, act of God, terrorism or other causes beyond the reasonable control of either party that prevent performance of either or both parties' obligations under this contract each party hereby releases the other from any and all obligations hereunder, except for liabilities that may have already accrued to such time.
9. **Indemnifications and Liability.** City of Bisbee will hold harmless and indemnify FPA from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly from the failure of City of Bisbee to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. City of Bisbee shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, or punitive damages from FPA, including, without limitation, loss of income or profits.
10. **Indemnifications and Liability.** FPA will hold harmless and indemnify City of Bisbee from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly from the failure of FPA to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. FPA shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, or punitive damages from City of Bisbee, including, without limitation, loss of income or profits.
11. **Whole Agreement.** This written contract, including Exhibit A, is the entire agreement between the parties. No statement, promise, or inducement made by either party or agent of either party that is not contained in this written contract will be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by both parties.

FPA, Ltd.



(Authorized Signature)
Title: President

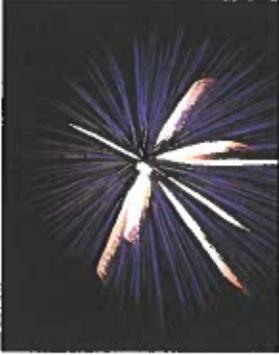
Date: June 19, 2019

City of Bisbee

(Authorized Signature)
Title: _____

Date: _____

EXHIBIT A



CITY OF BISBEE

JULY 4, 2020

Total Aerial Effects 1115



Total Aerial Shells 465 Total Effects in Basins 650

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of **434** Aerial shells and **650** Basin effects.

1 ½" - **4** FPA Premier Specialty Basins (100 – 300 Shots per Basin)

3" - **10** Titanium Salutes

3" - **216** Chinese Fancy's & Specials

4" - **144** Chinese Fancy's & Specials

5" - **36** Chinese Fancy's & Specials

6" - **24** Chinese Fancy's & Specials

GRANDE FINALE:

Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.

Your Grande Finale consists of **35** Aerial shells:

Your Grande Finale: **28** - 3" Colored Shells and **7** - 3" Titanium Salutes.



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: 06/16/2020

Regular Special

DATE ACTION SUBMITTED: 06/04/2020

REGULAR **CONSENT**

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

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

FROM: Albert B. Echave, Chief of Police

RECOMMENDATION: Recommend Approval.

PROPOSED MOTION: I move to approve the Intergovernmental Agreement between Southeastern Arizona Communications (SEACOM) and the Bisbee Police Department authorizing Chief of Police Albert Echave to sign this agreement as the authorized representative of the Bisbee Police Department in providing dispatching services during a catastrophic event(s) for either agency.

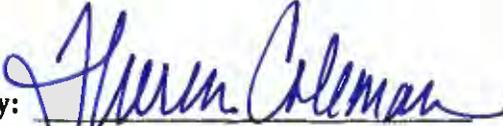
DISCUSSION: This IGA is to provide dispatching services for the Bisbee Police Department during a catastrophic event(s) preventing normal operations. The dispatching services will be provided for a period not exceeding 15 days if the dispatching services are inoperable prior at the end of the 15 calendar day term a negotiation for a second term will be completed between their respective authorized representatives. This agreement also stipulates Bisbee Police Department will provide dispatching services/workspace (to serve as a backup) for SEACOM in the event their system prevents them from normal operations is also a 15 day term a negotiation for a second term will be discussed/approved if/when necessary.

FISCAL IMPACT: -0-

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:  #2054
Albert B. Echave
Chief of Police

Reviewed by: 
Teresa Coleman
City Manager

INTERGOVERNMENTAL AGREEMENT

Between

BISBEE POLICE DEPARTMENT

AND

SOUTHEASTERN ARIZONA COMMUNICATIONS (SEACOM)

Upon receipt of Bisbee Police Department's request for emergency assistance (verbally or in writing), Southeastern Arizona Communications proposes the following terms and provisions:

Southeastern Arizona Communications has agreed to provide dispatching services for Bisbee Police Department during a catastrophic event(s) preventing normal operations. Dispatching services will be provided for a specified period defined either by specific hours and/or 24/7 operations. This agreement does not supersede Cochise County's 911 Service Plan, which outlines overflow call routing and/or center closure with advance notice.

I. Purpose

- A. This document outlines the agreement between Bisbee Police Department (BPD) and Southeastern Arizona Communications (SEACOM) should BPD Communication's operations become inoperable for a period not exceeding 15 calendar days. If it is apparent BPD Communications will be unable to return to normal operations prior to the end of the 15 calendar day term, a negotiation for a second term will be completed between their respective authorized representatives. Any subsequent terms exceeding the original 15 calendar day period may require reimbursement and/or compensation.

II. Extent of Agreement

A. Upon implementation of this agreement;

1. The Cochise County 911 System Administrator will be notified to contact Century Link and State 911 Program Office.
2. SEACOM's System Security Officer (SSO) will be notified to contact Arizona Department of Public Safety Access Integrity.
 - a. A record holder agreement shall be signed by authorized representatives for each agency and filed with Arizona Department of Public Safety by SEACOM's System Security Officer. The record holder agreement will authorize SEACOM to perform queries for authorized BPD users and entry/maintenance for Arizona Criminal Justice Information System (ACJIS) items (warrants, stolen vehicles, missing persons, stolen articles, stolen license plates, OOP/INJ, NICB entries, hit confirmation requests/responses, etc.).
3. SEACOM's Spillman Application Administrator (SAA) will be notified to make any necessary adjustments to the system to accommodate any ACJIS queries/entry/maintenance performed by SEACOM staff.
4. Cochise County IT Motorola Radio Administrator will be notified to make any necessary adjustments to existing radio equipment/consoles allowing for radio communications.

B. Under the terms of this agreement SEACOM will designate one fully operational VESTA console for the purpose of conducting BPD day to day communications operations. The console may be used to monitor and/or conduct dispatching services for SEACOM subscribers in addition to BPD services.

1. If BPD Public Safety Dispatcher(s) is (are) available to perform their normal dispatch duties at SEACOM, the BPD PSD(s) will employ the "hot seat" feature through VESTA.
 - a. There will only be one BPD PSD on duty at a time when working at SEACOM
 - b. The "hot seat" feature will allow BPD PSD to sign in to VESTA using their own credentials. This provides BPD PSD access to their customized dial directory and phone line layout.
1. This feature is only available if the power supply to BPD Century Link Managed Services 9-1-1 backroom equipment is uninterrupted. If power is severed, administrative phone calls will be transferred through BPD's phone provider. BPD's 9-1-1 calls will follow the protocol outlined in Cochise County's 911 Service Plan.

- c. The BPD PSD(s) will only perform functions related to their duties as a BPD PSD, unless provided direction by the on duty SEACOM supervisor(s).
- C. If BPD is unable to provide PSD(s), SEACOM PSD(s) will assume dispatching functions during the specified period(s). This includes, but is not limited to, answering administrative phone call, answering 9-1-1 calls, monitoring BPD radio traffic and maintaining unit status in Spillman CAD, performing ACJIS queries/entry/maintenance as needed.
 - 1. As BPD provides dispatch services for Bisbee Fire Department, SEACOM will be responsible for providing dispatching services to this agency until BPD's communications is restored.
- D. Upon selection of a termination date:
 - 1. The Cochise County 911 System Administrator will be provided the termination date.
 - 2. SEACOM's SSO will be provided the termination date.
 - 3. SEACOM's SAA will be provided the termination date.
 - 4. Cochise County IT Motorola Radio Administrator will be provided the termination date.

III. Terms of this agreement

A. Term of this Agreement shall be for five (5) years commencing on July 1, 2020 and shall terminate on June 30, 2025.

1. OPTION TO EXTEND TERMS

BPD and SEACOM may mutually agree to extend this Agreement for additional one-year terms, up to ten years total.

- B. This agreement will be implemented in the event of a catastrophic event preventing normal communications operations at BPD.
- C. This AGREEMENT shall only be amended in writing and executed by authorized representatives for BPD and SEACOM.
- D. This AGREEMENT will be amended should either party assign a new authorized representative of BPD and/or SEACOM.
- E. This AGREEMENT may be amended upon mutual agreement of the parties and will remain in effect until terminated by either party, upon thirty (30) days advance written notice to the other.
- F. This AGREEMENT shall automatically terminate if BPD and/or SEACOM ceases to function as a Primary Service Answering Point (PSAP) within the Cochise County 9-1-1 System.

IV. General Provisions

A. NO SEPARATE LEGAL ENTITY

No separate legal entity is created by this Agreement.

B. OBLIGATIONS IMPOSED BY LAW

Nothing in this Agreement shall relieve either government entity of any obligation or responsibility imposed on it by law.

C. CONFLICT OF INTEREST

This agreement is subject to cancellation pursuant to A.R.S. § 38-511 for conflict of interest.

D. NOTICES

Unless otherwise specified herein, any notice or communication required or permitted under this AGREEMENT shall be in writing and sent to the address given below for the party to be notified.

For Bisbee Police Department:

Albert Echave

Bisbee Police Department

35 W Highway 92

Bisbee, AZ 85603

For SEACOM:

Allen Smith

SEACOM

1728 Paseo San Luis

Sierra Vista, AZ 85635

E. ASSIGNMENT

Neither party shall assign the rights or duties under this AGREEMENT to a third party without the written consent of the other party. Any such assignment in violation of this AGREEMENT will be grounds for termination of the AGREEMENT.

F. NON-DISCRIMINATION

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213 and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

G. RIGHTS OF THE PARTIES

The provisions of this AGREEMENT are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

H. SEVERABILITY

The provisions of this AGREEMENT are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

I. NO BOYCOTT OF ISRAEL

In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

J. COMPLIANCE WITH IMMIGRATION LAWS

The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

K. INSPECTION AND AUDIT

The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

L. PUBLIC RECORDS LAW

Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

M. JURISDICTION AND APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

IN WITNESS WHEREOF, two identical counterparts of this AGREEMENT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the date and year first above written.

Bisbee Police Representative Printed Name

Date

Bisbee Police Representative Signature

Date

SEACOM Representative Printed Name

Date

SEACOM Representative Signature

Date

INTERGOVERNMENTAL AGREEMENT

Between

SOUTHEASTERN ARIZONA COMMUNICATIONS (SEACOM)

and

BISBEE POLICE DEPARTMENT

Upon receipt of SEACOM'S request for emergency assistance (verbally or in writing), Bisbee Police Department proposes the following terms and provisions:

Bisbee Police Department has agreed to provide workspace for SEACOM during a catastrophic event(s) preventing normal operations. This agreement does not supersede Cochise County's 911 Service Plan, which outlines overflow call routing and/or center closure with advance notice.

I. Purpose

- A. This document outlines the agreement between Southeastern Arizona Communications (SEACOM) and Bisbee Police Department (BPD) should SEACOM Communication's operations become inoperable for a period not exceeding 15 calendar days. If it is apparent SEACOM Communications will be unable to return to normal operations prior to the end of the 15 calendar day term, a negotiation for a second term will be completed between their respective authorized representatives. Any subsequent terms exceeding the original 15 calendar day period may require reimbursement or compensation.**

II. Extent of Agreement

A. Upon implementation of this agreement;

1. The Cochise County 911 System Administrator will be notified to contact Century Link and State 911 Program Office.
2. SEACOM's System Security Officer (SSO) will be notified to contact Arizona Department of Public Safety (DPS) Access Integrity.
 - a. DPS must authorize the use of terminal(s) from a remote location(s) using SEACOM's Originating Routing Indicator (ORI) and SEACOM's subscribers to perform queries for authorized SEACOM users/subscribers and entry/maintenance for ACJIS items (warrants, stolen vehicles, missing persons, stolen articles, stolen license plates, OOP/INJ, NICB entries, hit confirmation requests/responses, etc.) as needed.
3. SEACOM's Spillman Application Administrator (SAA) will be notified to make any necessary adjustments to the system to accommodate any ACJIS queries/entry/maintenance performed by SEACOM staff at the remote location.
4. Cochise County IT Motorola Radio Administrator will be notified to make any necessary adjustments to existing radio equipment/consoles allowing for radio communications.

B. Under the terms of this agreement BPD will designate one fully operational VESTA console for the purpose of conducting SEACOM's day to day communications operations.

1. SEACOM Public Safety Dispatcher(s) (PSD) will employ the "hot seat" feature through VESTA.
 - a. There will only be one SEACOM PSD on duty at a time when working at BPD
 - b. The "hot seat" feature will allow SEACOM PSD to sign in to VESTA using their own credentials. This provides SEACOM PSD access to their customized dial directory and phone line layout.
 1. This feature is only available if the power supply to SEACOM's Century Link Managed Services 9-1-1 backroom equipment is uninterrupted. If power is severed, administrative phone calls will be transferred through SEACOM's phone provider. SEACOM's 9-1-1 calls will follow the protocol outlined in Cochise County's 911 Service Plan.

- c. The SEACOM PSD(s) will only perform functions related to their duties as a SEACOM PSD, unless provided direction by the on duty BPD supervisor(s).

C. Upon selection of a termination date:

1. The Cochise County 911 System Administrator will be provided the termination date.
2. SEACOM's SSO will be provided the termination date.
3. SEACOM's SAA will be provided the termination date.
4. Cochise county IT Motorola Radio Administrator will be provided the termination date.

III. Terms of this Agreement

A. Term of this Agreement shall be for five (5) years commencing on July 1, 2020 and shall terminate on June 30, 2025.

1. OPTION TO EXTEND TERMS

SEACOM AND BPD may mutually agree to extend this Agreement for additional one-year terms, up to ten years total.

B. This Agreement will be implemented in the event of a catastrophic event preventing normal communications operations at SEACOM.

C. This AGREEMENT shall only be amended in writing and executed by authorized representatives for SEACOM and BPD.

D. This AGREEMENT will be amended should either party assign a new authorized representative of SEACOM and/or BPD.

E. This AGREEMENT may be amended upon mutual agreement of the parties and will remain in effect until terminated by either party, upon thirty (30) days advance written notice to the other.

F. This AGREEMENT shall automatically terminate if SEACOM and/or BPD ceases to function as a Primary Service Answering Point (PSAP) within the Cochise County 9-1-1 System.

IV. General Provisions

A. NO SEPARATE LEGAL ENTITY

No separate legal entity is created by this Agreement.

B. OBLIGATIONS IMPOSED BY LAW

Nothing in this Agreement shall relieve either government entity of any obligation or responsibility imposed on it by law.

C. CONFLICT OF INTEREST

This agreement is subject to cancellation pursuant to A.R.S. § 38-511 for conflict of interest.

D. NOTICES

Unless otherwise specified herein, any notice or communication required or permitted under this AGREEMENT shall be in writing and sent to the address given below for the party to be notified.

For SEACOM:

Allen Smith

SEACOM

1728 Paseo San Luis

Sierra Vista, AZ 85635

For Bisbee Police Department:

Allen Smith

Bisbee Police Department

35 W Highway 92

Bisbee, AZ 85603

E. ASSIGNMENT

Neither party shall assign the rights or duties under this AGREEMENT to a third party without the written consent of the other party. Any such assignment in violation of this AGREEMENT will be grounds for termination of the AGREEMENT.

F. NON-DISCRIMINATION

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213 and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

G. RIGHTS OF THE PARTIES

The provisions of this AGREEMENT are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

H. SEVERABILITY

The provisions of this AGREEMENT are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

I. NO BOYCOTT OF ISRAEL

In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

J. COMPLIANCE WITH IMMIGRATION LAWS

The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

K. INSPECTION AND AUDIT

The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

L. PUBLIC RECORDS LAW

Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

M. JURISDICTION AND APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

IN WITNESS WHEREOF, two identical counterparts of this AGREEMENT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the date and year first above written.

SEACOM Representative Printed Name

Date

SEACOM Representative Signature

Date

Bisbee Police Representative Printed Name

Date

Bisbee Police Representative Signature

Date



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **June 16, 2020**

Regular Special

DATE ACTION SUBMITTED: 6/8/2020

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: Discussion and possible approval to enter into a lease purchase agreement with NCL Government Capital for a New Way Diamondback garbage truck.

FROM: Jesus Haro, Public Works Director

RECOMMENDATION: Approve entering into a lease purchase agreement with NCL Government Capital for a new garbage truck.

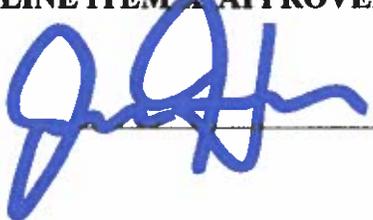
PROPOSED MOTION: I move to enter into a lease purchase agreement with NCL Government Capital for a new New Way Diamondback garbage truck.

DISCUSSION: The Public Works department has worked with NCL Government Capital to identify a garbage truck to replace the garbage truck used in Old Bisbee. The current garbage truck used in Old Bisbee is a smaller 2012 Nissan UD eight-yard garbage truck. A smaller garbage truck is necessary for the Old Bisbee to maneuver the narrow roads in this area. This truck has been taken out of use for repairs a number of time in the past year. During the times the truck is not usable, the sanitation division has had to use a dump truck to collect garbage. This is an inefficient process for collecting garbage. The replacement garbage truck will be an eight-yard New Way Diamondback on an Isuzu NRR cab-over chassis. NCL Government Capital has competitively bid to provide government capital through Sourcewell Cooperative Purchasing

FISCAL IMPACT: \$19,435.28

DEPARTMENT LINE ITEM ACCOUNT: 56-40-91000

BALANCE IN LINE ITEM IF APPROVED: \$129,564.72

Prepared by: 

Reviewed by: 

SHORT

EQUIPMENT, INC.

KEEPING YOU IN SERVICE

2210 E. Adams St.
 Phoenix, AZ 85034
www.shorthequipment.com
 Direct: 480-404-8542
 Office: 480-999-5455
 Prepared by: Zac Short

QUOTE

DATE	5/29/20
QUOTE #	2012
VALID FOR	60 Days
TERMS	Net/30

CUSTOMER

City of Bisbee
 c/o Matt Gurney
 915 S Tovreaville Rd
 Bisbee, AZ 85603
 520-432-6004

DESCRIPTION	Quantity	AMOUNT
New Way Diamondback 8yd RL Complete Mount Auto-Trans Hotshift PTO/Pump w/ Overspeed Perkins D6098 Barrel Lifter LED Mid Body Backup Lights LED Work Lights - Hopper Surface Mount Strobe Integrated Strobes - Upper TG 7" Color Reverse Camera Acrylic Urethane Enamel Paint - White(or color determined by city) Quick Disconnect Port w/ Gauge Shovel/Broom Rack Tool Box - 18x18x24 Steel Fenders Standard Warranty 2 yr Cylinder 1 yr Body 1 yr Hydraulic	1	109,988.19
Isuzu NRR 19,500 GVW Cabover Chassis - via Vangard Tucson	1	
FOB Bisbee - 145 Days AROC		
*Tire Tax		

Subtotal	109,988.19
Taxable	
Tax rate	8.700%
Tax due	9,568.87
Other*	7.94
TOTAL	\$ 119,565.00

TERMS AND CONDITIONS

- Does not include taxes or fees unless otherwise noted
- Valid for 30 days unless otherwise noted
- Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x _____ Date: _____
 Print Name:

If you have any questions about this price quote, please contact
 Zac Short - zac@shorthequipment.com
Thank You For Your Business!



City of Bisbee
915 S Tovreaville Road
Bisbee, AZ 85603

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ▣ Master Lease Purchase Agreement
- ▣ Exhibit A – Description of Equipment of Lease Agreement
- ▣ Exhibit B – Schedule of Payments
- ▣ Exhibit E – Lessee Resolution
- ▣ Exhibit F – Bank Qualified Certificate
- ▣ Exhibit G – Agreement to Provide Insurance
- ▣ Exhibit H – Lessee Certificate
- ▣ Notice of Assignment and Letter of Direction
- ▣ Internal Escrow Letter
- ▣ Lease Payment Instructions
- ▣ Exhibit C-1 – Payment Request and Partial Acceptance Certificate
- ▣ Exhibit C-2 – Final Acceptance
- ▣ 8038-G
Copy of Tax Exempt Certificate (please provide if applicable)

Include in the return documentation a check in the amount of **\$250.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is your one-time documentation and processing fee.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with your company for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Jered Freudenberg

Enclosures

MASTER LEASE PURCHASE AGREEMENT

Lessee
City of Bisbee
915 S Tovreaville Road
Bisbee, AZ 85603

Lessor
Lease Servicing Center, Inc. dba NCL Government Capital
220 22nd Ave E., Ste 106
Alexandria, MN 56308

Dated as of June 2, 2020

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Lease Purchase Agreement.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.

"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.

"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.

"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
- (g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
- (h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any

Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

Section 6.03. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.
- (e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof,

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New York, over any suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lessee: City of Bisbee

Lessor: Lease Servicing Center, Inc. dba

NCL Government Capital

By: _____

By: _____

Typed: David Smith

Print: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of 06/02/2020 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Bisbee (Lessee) and Schedule No. 001 thereto dated as of June 2, 2020.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	VIN #/Serial Number	Type, Make, Model
1		New Way Diamondback 8yd RL on 2020 Isuzu NRR Chassis

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 915 S Tovreaville Road
Bisbee, AZ 85603

GARAGING ADDRESS: 915 S Tovreaville Road
Bisbee, AZ 85603

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: City of Bisbee

Lessor: Lease Servicing Center, Inc. dba
NCL Government Capital

By: _____

By: _____

Typed: David Smith

Print: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

EXHIBIT B

SCHEDULE OF PAYMENTS

Interest Rate = 3.34%

Amount Financed = \$119,565.00

Start Date = 06/19/2020

Number	Date	Payment	Interest	Principal	Purchase Option*
1	6/19/2021	\$19,435.28	\$3,989.65	\$15,445.63	N/A
2	6/19/2022	\$19,435.28	\$3,474.26	\$15,961.02	\$92,389.95
3	6/19/2023	\$19,435.28	\$2,941.67	\$16,493.61	\$75,104.65
4	6/19/2024	\$19,435.28	\$2,391.31	\$17,043.97	\$57,242.57
5	6/19/2025	\$19,435.28	\$1,822.59	\$17,612.69	\$38,784.47
6	6/19/2026	\$19,435.28	\$1,234.89	\$18,200.39	\$19,710.46
7	6/19/2027	\$19,435.28	\$627.59	\$18,807.69	\$0.00

***Assumes that all rental payments and other amounts due on and prior to that date have been paid.**

Lessee: City of Bisbee

BY: _____

TYPED: David Smith

TITLE: Mayor

DATE: _____

EXHIBIT E

LESSEE RESOLUTION

Re: Master Lease Purchase Agreement dated as of 06/02/2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Bisbee (Lessee) and Schedule No. 001 thereto dated as of June 2, 2020.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____, 20____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of 06/02/2020, between City of Bisbee (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
- Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. The City of Bisbee is authorized to enter into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their New Way Diamondback 8yd RL on 2020 Isuzu NRR Chassis in the amount of \$119,565.00 with 7 annual payments of \$19,435.28.

Authorized Individual(s): David Smith - Mayor
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

- Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

EXHIBIT F

BANK QUALIFIED CERTIFICATE

Re: Master Lease Purchase Agreement dated as of 06/02/2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Bisbee (Lessee) and Schedule No. 001 thereto dated as of June 2, 2020.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Typed Name: David Smith
(Typed name of individual who signed directly above)

EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee: City of Bisbee

Lessor: Lease Servicing Center, Inc. dba
NCL Government Capital

Address: 915 S Tovreaville Road
Bisbee, AZ 85603

Address: 220 22nd Ave E., Ste 106
Alexandria, MN 56308

Phone: (520) 432-6262

Phone: (320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
1		New Way Diamondback 8yd RL on 2020 Isuzu NRR Chassis Value: \$119,565.00

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

INSURANCE COMPANY

Name: _____

Name: _____

Address: _____

Policy #: _____

Phone: _____

Lessee: City of Bisbee

BY: _____

TYPED: David Smith

TITLE: Mayor

DATE: _____

EXHIBIT H

LESSEE CERTIFICATE

RE: **Master Lease Purchase Agreement dated as of 06/02/2020 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Bisbee (Lessee) and Schedule No. 001 thereto dated as of June 2, 2020.**

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

Lessee: City of Bisbee

BY:

TYPED: David Smith

TITLE: Mayor

DATE:

**NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION**

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to City of Bisbee ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated June 2, 2020, Schedule No. 001 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 7 annual payments of \$19,435.28. As of the date of assignment, 7 payments of \$19,435.28 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A.
Santander Leasing, LLC
P. O. Box 14565
Reading PA 19612
1-800-238-4009

FEIN: 23-1237295

* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

**LEASE SERVICING CENTER, INC. DBA
NCL GOVERNMENT CAPITAL**
(Lessor/Assignor)

CITY OF BISBEE
(Lessee)

BY: _____

BY: _____

PRINT: _____

TYPED: David Smith

TITLE: _____

TITLE: Mayor

DATE: _____

DATE: _____

Internal Escrow Letter

06/02/2020

Santander Bank, N.A.
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

RE: Schedule No. 001 dated June 2, 2020 to Master Lease Purchase Agreement dated as of 06/02/2020 (the "Lease"), between City of Bisbee (Lessee) and Lease Servicing Center Inc. dba NCL Government Capital (Lessor), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of \$119,565.00 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$119,565.00 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Lessee: City of Bisbee

BY: _____

TYPED: David Smith

TITLE: Mayor

DATE: _____

Internal Escrow Letter

Attachment #1

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1	2020	Isuzu	New Way Diamondback 8yd RL		\$119,565.00
				Total Cost:	\$119,565.00
				Down Payment	\$0
				Total Amount Financed	\$119,565.00

LEASE PAYMENT INSTRUCTIONS

Lessee: _____

Tax ID#: _____

Invoice Mailing Address: _____

Mail invoices to the attention of: _____

Phone: _____

Fax: _____

Email: _____

Approval of Invoices required by: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

Fax: _____

Email: _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No ___ Yes ___
PO# _____

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : _____

Does your PO# change annually? No ___ Yes ___

Processing time for new purchase orders: _____

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of June 2, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Bisbee (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

- 1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Table with 6 columns: Quantity, Year, Make, Type/Style/Model, VIN/Serial Number, Price. Row 1: 1, 2020, Isuzu, New Way Diamondback 8yd RL, \$119,565.00. Summary rows: Total Cost: \$119,565.00, Down Payment: \$0, Total Amount Financed: \$119,565.00.

Vendor Name and Address: Short Equipment, Inc.
2210 E. Adams St.
Phoenix, AZ 85034

Vendor Federal ID Number:

Lessee: City of Bisbee

BY: [Redacted]

TYPED: David Smith

TITLE: Mayor

DATE: [Redacted]

EXHIBIT C-2
FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of 06/02/2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Bisbee (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: City of Bisbee

BY: _____

TYPED: David Smith

TITLE: Mayor

DATE: _____



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: June 16, 2020

Regular Special

DATE ACTION SUBMITTED: May 8, 2020

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION R-20-20 SUPPORTING THE CITY OF BISBEE'S FORMAL ADOPTION OF THE CITY OF BISBEE'S TRANSPORTATION'S AMENDED TITLE VI PLAN.**

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

RECOMMENDATION: **Staff recommends approval**

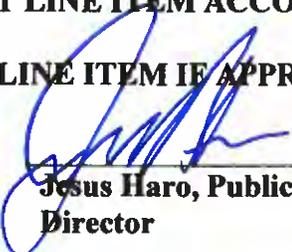
PROPOSED MOTION: **I move to approve Resolution R-20-20 in support of the City of Bisbee's formal adoption of the City of Bisbee Transit's Amended Title VI Plan.**

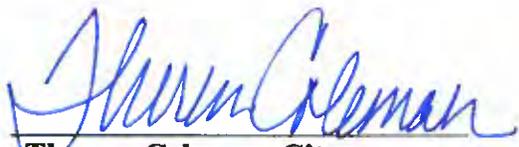
DISCUSSION: As a sub-recipient of funds from the Federal Transit Administration (FTA) through the Arizona Department of Transportation, the City of Bisbee Transit (Bisbee Bus) has established its Title VI Program Plan in accordance with (FTA C 4702.1B Appendix A-E) ADOT Civil Rights Office has recently updated the Title VI template which they have required and as a condition of the receipt of funding all their subrecipients must use the template in order to apply for 5311 funding. The ADOT Civil Rights Office has requested a couple of changes to the previously approved Bisbee Bus Title VI plan, as part of the current 5311 Grant application for the 2020 - 2022 cycle. ADOT distributes federal transportation funds to the City of Bisbee for the Bisbee Bus.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: 
Jesus Haro, Public Works Director

Reviewed by: 
Theresa Coleman, City Manager

RESOLUTION R-20-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, FOR THE CONTINUED ADMINISTRATION AND OPERATION OF THE BISBEE BUS 5311 PUBLIC TRANSIT PROGRAM TO FORMALLY ADOPT THE TRANSIT PROGRAM'S AMENDED TITLE VI PROGRAM PLAN.

WHEREAS, it is the mutual desire of the City of Bisbee and the State of Arizona to provide citizens in the region with all necessary means and opportunity to participate in public transportation;

WHEREAS, the City of Bisbee supports the ongoing administration and operation of its Bisbee Bus Transportation program;

WHEREAS, the City of Bisbee has the requisite Civil Rights, ADA, Substance Abuse and Drug Free Workplace, Limited English Proficiency Plan and Disadvantaged Business Enterprise (DBE) transit policies, and is committed to these policies and to providing the necessary matching funds; and

WHEREAS, the City of Bisbee wishes to receive all sources of revenue available to support transit opportunities for citizens in the region;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Bisbee, Arizona for the continued operation of the Bisbee Bus Transportation formally adopts a City of Bisbee's Transit Amended Title VI Program Plan

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee, Arizona, County of Cochise, State of Arizona, this 16th day of June, 2020.

David M. Smith, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

James Ledbetter, City Attorney

Title VI

CITY OF BISBEE/BISBEE BUS 2020



Title VI Contact: Jesus Haro, Public Works Director/Transit Manager

Title VI Contact Phone: 520-432-6002/6016

Title VI Contact Email: jharo@bisbeeaz.gov

TTY Number (If applicable): 711

Alternate Language Phone: 520-432-6002

Address: 915 S. Tovreaville Rd, Bisbee, AZ 85603

Web Address: www.bisbeeaz.gov.

Para Información en Español: Lorena Valdez, PW Admin Asst./Transit Coordinator.

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Executive Summary

Since 1998, the City of Bisbee, a rural, former mining town, has operated its transit system thanks to federal financial assistance from the 5311 Grant and the Southeastern Governments Organization.

There was a time when the town boomed with copper, silver and gold mining. When the ore ran out, so did most of the people and their businesses.

When the mines closed in 1975, the town emptied. Later entrepreneurs with their dreams came and bought the homes vacated in Old Bisbee and Warren for a song. The town has been singing ever since. It has become known for its many art galleries, artists, musicians, metal workers, carvers and potters. It went from a forlorn ghost town, to a fun-loving; let's give it a go attitude community.

Now, those 20-something who came in the 1970s, and thought they would never grow old, are in need of the service the Bisbee Bus provides, illustrating why these funds are so essential to Bisbee, The Bisbee Bus needs to continue to assist our elderly and disabled population, so they may get out, socialize and still enjoy life. Accordingly, the Bisbee Bus provides free fares for people over 60, who provide the proper photo identifications and proof of residency. For the disabled, an award letter from the Social Security Administration, acknowledging a disability, a photo ID, and a bill with their home address permits them free passes to get around town.

Currently, we have two drivers on two routes that include service to the Township of Naco, AZ, which is 8.5 miles away along the border of Naco, Sonora. This additional leg provides a way for people living in Naco, Arizona, and Naco, Sonora to reach services not found in the border community. These include medical, shopping and meeting with friends and family.

The routes primarily connect the many boroughs of Bisbee allowing riders to get to school, work and shopping, as well as the opportunity for socialization along the way. There is a warm comradery that has developed over the years between some passengers. This adds a sense of place in a community for those who would have no other public interactions otherwise.

To accommodate passengers with mobility issues, the Bisbee Bus offers a 24-hour in advance request system which offers these riders doorstep home service. These requests are handled by the dispatcher of our contracted operational partner, the City of Douglas. This system proves to be effective and efficient, as the drivers are able to pick up these passengers and remain within a few minutes of the schedule.

The Bisbee Bus service provided around 32,325 rides last year and bought in around \$14, 139 66 6. Some Bisbee citizens over 60 prefer to pay the \$1 fare, rather than take advantage of our free pass system. Some also pay for the person behind them. There is no price tag or way to measure what that means to a person barely surviving.

Thanks to the 5311 Grants, the City has been able to fund needed new vehicles. Currently we have a 2014, 2015 and 2018 Starcraft. There are two 2009 Chevy AeroTechs. One is no longer in service, but parts from it can be used to keep the second AeroTech ready for emergencies.

Additionally, the passengers have six shelters that are much larger, 6 feet by 10 feet by 7 feet high. They are a copper-colored, steel mesh with a 4-foot bench and plenty of room for wheelchair and walker accessibility. The Bisbee Bus hopes to add more shelters in the future at Tintown, Copper Queen Hospital and on Naco Highway and Herford Road (at Print and Stitch).

The City of Douglas handles the operations, excluding preventative maintenance of the buses. Douglas provides the drivers, dispatchers and data collection of the passengers.

The Bisbee Bus Liaison and Transit Coordinator work closely with the Douglas Transit Manager, Finance Director, Mechanic and staff to be sure the buses are running as they should and the drivers are providing the proper care to assist with those on walkers and in wheelchairs. The Douglas Transit Manager ensures that the drivers are screened, tested and trained on all the facets of the bus and their jobs. Complaints and compliments are always addressed as quickly as possible and noted in a file. Bus passes are applied for in Bisbee and Douglas makes them.

What type of program fund(s) did you apply for?

- 5310
- 5311
- Other (please explain) _____

Type of Funding Requests? (Check all that apply)

- Vehicle Funds
- Operating Funds
- Other (please explain) Capital and Administration Funds _____

Is your agency receiving direct funds from FTA?

If yes, please attach a copy of your FTA letter of approval of Title VI Plan.

No

Non Discrimination Notice to the Public

Notifying the Public of Rights Under Title VI and ADA CITY OF BISBEE/BISBEE BUS

City of Bisbee/Bisbee Bus operates its programs and services without regard to race, color, national origin or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Bisbee/Bisbee Bus.

For more information on the The City of Bisbee/Bisbee Bus agenda's civil rights program, and the procedures to file a complaint, contact Jesus Haro, Public Works Director/Transit Manager 520-432-6002/6016, (TTY 711); email jharo@bisbeeaz.gov; or visit our administrative office at 915 S. Tovreaville Rd, Bisbee, AZ 85603. For more information, visit www.bisbeeaz.gov.

Complaints may be filed directly with the Arizona Department of Transportation (ADOT) Civil Rights Office. ATTN: Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 or with the Federal Transit Administration (FTA). ATTN: Title VI Program Coordinator, 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact 520-432-6002. *Para información en Español llame: Lorena Valdez, PW Admin Asst./Transit Coordinator.

Non Discrimination Notice to the Public - Spanish

Aviso Público Sobre los Derechos Bajo el Título VI Y ADA The City of Bisbee/Bisbee Bus

The City of Bisbee/Bisbee Bus (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán proveídos sin consideración a su raza, color, país de origen, o discapacidad.

Para obtener más información sobre el programa de Derechos Civiles de The City of Bisbee/Bisbee Bus, y los procedimientos para presentar una queja, contacte a Jesus Haro, Public Works Director/Transit Manager 520-432-6002/6016, (TTY 711); o visite nuestra oficina administrativa en 915 S. Tovreaville Rd, Bisbee, AZ 85603. Para obtener más información, visite www.bisbeeaz.gov.

Una queja puede ser presentada con la oficina de Derechos Civiles del Departamento de Transporte de Arizona (ADOT). Atención: Title VI Program Manager, 206 S. 17th Ave MD 155A Phoenix AZ, 85007 o con la Administración Federal de Transporte (FTA). Atención: Title VI Coordinator, 1200 New Jersey Ave., SE Washington DC 20590.

The above notice is posted in the following locations: City Hall, at the bus shelters, garage, buses, the library and several businesses. This notice is also posted online at www.bisbeeaz.gov.

Non Discrimination ADA/Title VI Complaint Procedures

These procedures provide guidance for all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) as they relate to any program or activity that is administered by The City of Bisbee/Bisbee Bus including consultants, contractors and vendors. Intimidation or retaliation as a result of a complaint is prohibited by law. In addition to these procedures, complainants reserve the right to file a formal complaint with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints at the lowest possible level.

- (1) Any person who believes he and/or she has been discriminated against on the basis of race, color, national origin, or disability may file a Discrimination complaint by completing and submitting the agency's Title VI Complaint Form.
- (2) Formal complaints must be filed within 180 calendar days of the last date of the alleged act of discrimination or the date when the alleged discrimination became known to the complainant(s), or where there has been a continuing course of conduct, the date on which the conduct was discontinued or the latest instance of the conduct.
- (3) Complaints must be in writing and signed by the complainant(s) and must include the complainant(s) name, address and phone number. The ADA/Title VI contact person will assist the complainant with documenting the issues if necessary.
- (4) Allegations received by fax or e-mail will be acknowledged and processed, once the identity of the complainant(s) and the intent to proceed with the complaint have been established. For this, the complainant is required to mail a signed, original copy of the fax or email transmittal for the complaint to be processed.
- (5) Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return for processing.
- (6) Once submitted City of Bisbee/Bisbee Bus will review the complaint form to determine jurisdiction. All Complaints will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the City of Bisbee/Bisbee Bus along with the City of Douglas, contractor, or submitted to the State or Federal authority for guidance.

City of Bisbee/Bisbee Bus along with contractor, City of Douglas, will investigate Discrimination complaints against its sub recipients; all other Discrimination complaints filed against City of Bisbee/Bisbee Bus will be investigated by the Arizona Department of Transportation.

- (7) **The City of Bisbee/Bisbee Bus** will notify the ADOT Civil Rights Office of ALL Discrimination complaints within 72 hours via telephone at 602-712-8946; or email at civilrightsoffice@azdot.gov.
- (8) **The City of Bisbee/Bisbee Bus** has **three (3)** business days to investigate the complaint. If more information is needed to resolve the case, the Authority may contact the complainant. The complainant has three (3) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within three (3) business days, the Authority can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

- (9) After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Discrimination violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.
- (10) A copy of either the closure letter or LOF must be also be submitted to ADOT within **72** hours of that decision. Letters may be submitted by hardcopy or email.
- (11) A complainant dissatisfied with City of Bisbee/Bisbee Bus decision may file a complaint with the Arizona Department of Transportation (**ADOT**) or the Federal Transit Administration (**FTA**) offices of Civil Rights: **ADOT**: ATTN ADA/Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 **FTA**: Attention Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590
- (12) A copy of these procedures can be found online at: **www.bisbeeaz.gov**..

If information is needed in another language, contact **520-432-6002**. *Para información en Español llame: **Lorena Valdez, PW Admin Asst./Transit Coordinator**.

Discrimination ADA/Title VI Complaint Form

Section I:		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	<input type="checkbox"/> Large Print	<input type="checkbox"/> Audio Tape
	<input type="checkbox"/> TDD	<input type="checkbox"/> Other
Section II:		
Are you filing this complaint on your own behalf?	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
<i>*If you answered "yes" to this question, go to Section III.</i>		
If not, please supply the name and relationship of the person for whom you are complaining.		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Section III:		
I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
<input type="checkbox"/> Disability		
Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

Section VI:		
Have you previously filed a Discrimination Complaint with this agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please provide any reference information regarding your previous complaint.		

Section V:		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?		

Yes No

If yes, check all that apply:

Federal Agency: _____

Federal Court: _____ State Agency: _____

State Court : _____ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Section VI:

Name of agency complaint is against:

Name of person complaint is against:

Title:

Location:

Telephone Number (if available):

You may attach any written materials or other information that you think is relevant to your complaint.

Your signature and date are required below:

Signature

Date

Please submit this form in person at the address below, or mail this form to:

**Jesus Haro, Public Works Director/Transit Manager
915 S. Tovreaville Rd, Bisbee, AZ 85603
520-432-6002/6016
jharo@bisbeeaz.gov**

A copy of this form can be found online at www.bisbeeaz.gov.

Discrimination ADA/Title VI Investigations, Complaints, and Lawsuits

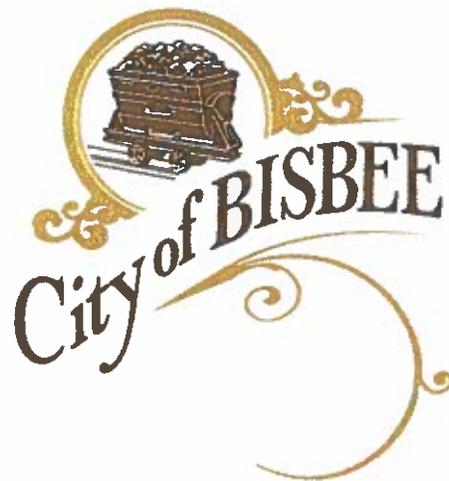
If no investigations, lawsuits, or complaints were filed, a blank form will be submitted.

City of Bisbee/Bisbee Bus has not had any ADA nor Title VI Discrimination complaints, investigations, or lawsuits in 2019.

Complainant	Date (Month, Day, Year)	Basis of Complaint (Race, Color, National Origin or Disability)	Summary of Allegation	Status	Action(s) Taken	Final Findings?
Investigations						
1)						
2)						
Lawsuits						
1)						
2)						
Complaints						
1)						
2)						

Public Participation Plan

CITY OF BISBEE/ BISBEE BUS Public Participation Plan



City of Bisbee / Bisbee Bus is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys. As an agency receiving federal financial assistance, City of Bisbee / Bisbee Bus made the following community outreach efforts:

As an agency receiving federal financial assistance, **The City of Bisbee/Bisbee Bus** made the following community outreach efforts and activities to engage minority and Limited English Proficient populations since the last Title VI Plan submittal to ADOT CRO.

- Expanded the distribution of agency brochures
- Advertised public announcements through newspapers, fliers, or radio
- Posted the Nondiscrimination Public Notices to the following locations:
 - Within transportation vehicles
 - Pick up and drop off stations
 - Lobby of agency
- Partnered with other local agencies to advertise services provided
- Hosted public information meetings and or hearings (Please insert the dates these meetings occurred below)
- Added public interactive content to the agency's webpage for the public e.g. social media, to communicate schedule changes or activities (Please provide a web link here)
- Hosted an information booth at a community event (Please insert the date of the event below)
- Updated agency documents/publications to make them more user-friendly e.g. comment forms or agency brochures
- List other _____

The City of Bisbee/Bisbee Bus will make the following community outreach efforts for the **upcoming year**:

- Expand the distribution of agency brochures
- Advertise public announcements through newspapers, fliers, or radio
- Post the Nondiscrimination Public Notices to the following locations:
 - Within transportation vehicles
 - Pick up and drop off stations
 - Lobby of agency
- Partner with other local agencies to advertise services provided.
- Host public information meetings and or hearings.
- Add public interactive content to the agency's webpage for the public e.g. social media, to communicate schedule changes or activities.
- Host an information booth at a community event
- Update agency documents/publications to make them more user-friendly e.g. comment forms or agency brochures.
- List other _____

Public hearing on February 4, 2020. Public Notice was published on 01/16/20 and 01/23/2020.

Survey was distributed on January 27, 2020 and collected on February 6, 2020.

In the upcoming year City of Bisbee / Bisbee Bus will make the following community outreach efforts:

Transportation Authority Council (TAC) Quarterly Meetings will be held February 19, 2020, May 20, 2020, August 19, 2020 and November 18, 2020.

Customer Survey will be distributed and riders will be asked for their participation throughout May 2020.

Comment Card will be found in all buses and in the Transit office year round.

City of Bisbee/Bisbee submits to the Arizona Department of Transportation annually an application for funding. Part of the annual application is a public notice, which includes a 30-day public comment period.

Customer Service Survey:

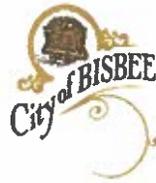
BISBEE BUS - SURVEY QUESTIONS:



- 1) How often do you ride the bus?
 - a) Multiple times per day
 - b) Daily
 - c) Multiple times per week
 - d) Occasionally
 - e) First time
- 2) Which of the following applies to you? (circle all that apply)
 - a) Adult (18 – 64)
 - b) Child (under 18)
 - c) Senior (65 and over)
 - d) Disabled
 - e) Student
- 3) Purpose of this trip?
 - a) Medical
 - b) Employment
 - c) Recreation
 - d) Education
 - e) Groceries
 - f) Other _____
- 4) Are you employed?
 - a) Yes
 - b) No
- 5) Does the service meet your transportation needs?
 - a) Yes
 - b) No
- 6) How would you rate our customer service?
 - a) Excellent
 - b) Good
 - c) Fair
 - d) Poor
- 7) Was the driver helpful and courteous?
 - a) Yes
 - b) No
- 8) Was the bus on time?
 - a) Yes
 - b) No
- 9) Was the bus clean?
 - a) Yes
 - b) No

10) Additional comments:

Thank you for taking the time to complete this survey.



1) ¿Con que frecuencia utiliza el autobús?

- a) Varias veces al día
- b) Diario
- c) Múltiples veces por semana
- d) Ocasionalmente
- e) La primera vez

2) ¿Yo soy? (marque todas que se apliquen)

- a) Adulto
- b) Niño(a)
- c) Anciano
- d) Discapacitado(a)
- e) Estudiante

3) ¿Estas con empleo?

- a) Medico
- b) Empleo
- c) Recreación
- d) Educación
- e) Tienda
- f) Otra razón _____

4) ¿Estas Con Empleo?

- a) Si
- b) No
- c)

5) ¿Cree usted que el servicio cumple con sus necesidades?

- a) Si
- b) No

6) ¿Como Clasificaria el sevicio que usted recibe?

- a) Excelente
- b) Bien
- c) Aceptable
- d) Mal

7) ¿ El Chofer le fue servicial y cortes?

- a) Si
- b) No

8) ¿ Estuvo a tiempo el autobus?

- a) Si
- b) No

9) ¿ Esta limpio el autobús?

- a) Si
- b) No

10) Comentarios:

Gracias por tomar su tiempo para contestar esta encuesta

COMMENT/INTEREST FORM

For comments or questions regarding the City of Bisbee/Bisbee Bus service; or if you would like to express interest in being appointed to the Transit Advisory Committee. You may fill out this form and return it by mail, email or fax as noted below. Thank you for your comment/interest.

Optional:

Name: _____

Address: _____

Phone Number: _____ E-Mail Address: _____

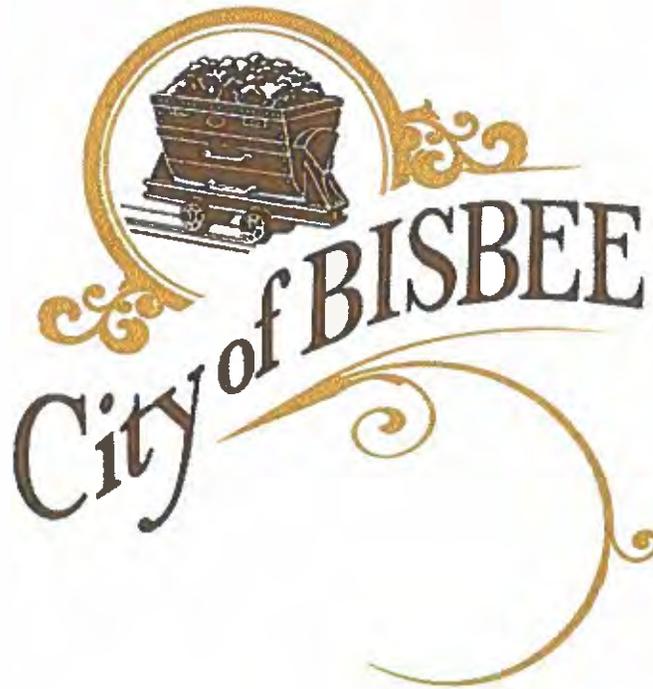
Jesus Haro – Public Works Director/Transit Manager
City of Bisbee/Bisbee Bus
915 S. Tovreaville Rd, #4601, Bisbee, AZ 85603
520-432-6002 Fax: 520-432-6069
jharo@bisbeeaz.gov

Español: lvaldez@bisbeeaz.gov

Limited English Proficiency Plan

CITY OF BISBEE / ***BISBEE BUS***

Limited English Proficiency Plan



City of Bisbee/Bisbee Bus has developed the following Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to City of Bisbee/Bisbee Bus services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to LEP persons that assistance is available, and information for future plan updates. In developing the plan while determining **The City of Bisbee/Bisbee Bus's** extent of obligation to provide LEP services, **The City of Bisbee/Bisbee Bus** undertook a U.S. Department of Transportation four-factor LEP analysis which considers the following:

- 1) The number or proportion of LEP persons eligible in **The City of Bisbee/Bisbee Bus** service area who may be served or likely to encounter by **The City of Bisbee/Bisbee Bus** program, activities, or services;

CITY OF BISBEE/BISBEE BUS FOUR FACTOR ANALYSIS

Persons with Limited English Proficiency (LEP)	Estimate	% of Persons 5 yrs. & Over	% of Persons 5 yrs. & Over with LEP
Total Person 5 yrs. & Over	5164	100.00%	-
English Speaking Only	3642	70.50%	-
Limited English Proficiency	342	6.60%	100%
Spanish	1444	28.00%	6.20%
Other Indo-European Languages	40	0.80%	0.00%
Asian & Pacific Island Languages	13	0.30%	0.30%
Other Languages	17	0.30%	0.20%

- 2) The frequency with which LEP individuals come in contact with an **The City of Bisbee/Bisbee Bus** services;

The general public comes in contact with City of Bisbee / Bisbee Bus frequently and all residents are welcome to attend public meetings. To facilitate public participation, City of Bisbee / Bisbee Bus posts public meeting notices in English and Spanish on its website, in public places and in printed media in an effort to reach a large audience. The Bisbee Bus drivers are bilingual, as are many of its riders. Consequently, contact between the Bisbee Bus system and the LEP individuals it serves is continual. In addition to this one on one verbal interaction, bus system information is also posted in English and Spanish on the buses, the website and on social media sites. The office staff in Bisbee is also bilingual offering full phone, email and face to face services in both languages. Finally, Bisbee conducts all surveys in both English and Spanish.

- 3) The nature and importance of the program, activities or services provided by **The City of Bisbee/Bisbee Bus** to the LEP population.

Transportation planning is vital to a community and directly affects the lives of those living in the service area. Recommendation on roads, sidewalks, and public transportation service projects are a focus of both the City of Bisbee and regional partners such as SEAGO and CDBG. Projects completed directly affect the residents in the community. This includes the minority and low income populations, including the LEP population. The Bisbee Bus provides transportation to medical services, work, school and shopping for both Bisbee residents and those living in Naco, AZ and Naco, Sonora. Additionally, it allows ready transportation for visiting family and friends, which is a significant part of the Hispanic culture. The Bisbee System also connects to the regional Cochise Connections, another fully bilingual system, which allows those from the Bisbee/Naco area to reach Agua Prieta, Sonora and Douglas, AZ, as well as, colleges and larger medical and shopping facilities.

- 4) The resources available to **The City of Bisbee/Bisbee Bus** and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

The City of Bisbee / Bisbee Bus transit program provides the transit guide in English and Spanish, including all non-discrimination policies and procedures. The City of Bisbee /Bisbee Bus also has Spanish speaking drivers and staff available to assist passengers and others who may have limited English proficiency.

The City of Bisbee/Bisbee Bus provides a statement in Spanish and will for additional languages specific to the LEP community make up that will be included in all public outreach notices. Every effort will be made to provide vital information to LEP individuals in the language requested.

Safe Harbor Provision for written translations

The City of Bisbee/Bisbee Bus complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish language. With respect to Title VI information, the following shall be made available in Spanish:

- (1) Non Discrimination Notice
- (2) Discrimination Complaint Procedures
- (3) Discrimination Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches each LEP group. Vital documents include the following:

- (1) Notices of free language assistance for persons with LEP
- (2) Notice of Non-Discrimination and Reasonable Accommodation
- (3) Outreach Materials
- (4) Bus Schedules
- (5) Route Changes
- (6) Public Hearings

All our employees are bi-lingual and are able to assist with Spanish translation.

1) **The City of Bisbee/Bisbee Bus** provides language assistance services through the below methods:

Staff is provided a list of what written and oral language assistance products and methods the agency has implemented and how agency staff can obtain those services.

Instructions are provided to customer service staff and other **The City of Bisbee/Bisbee Bus** staff who regularly take phone calls from the general public on how to respond to an LEP caller.

Instructions are provided to customer service staff and others who regularly respond to written communication from the public on how to respond to written communication from an LEP person.

Instructions are provided to vehicle operators, station managers, and others who regularly interact with the public on how to respond to an LEP customer.

Use of "I Speak" cards.

Bilingual or multilingual versions of:

"How to ride" brochures

System maps and timetables

Safety and security announcements

Service change announcements

List other _____

2) **The City of Bisbee/Bisbee Bus** has a process to ensure the competency of interpreters and translation service through the following methods:

The City of Bisbee/Bisbee Bus will ask the interpreter or translator to demonstrate that he or she can communicate or translate information accurately in both English and the other language. The City of Bisbee/Bisbee Bus will train the interpreter or translator in specialized terms and concepts associated with the agency's policies and activities. The City of Bisbee/Bisbee Bus will instruct the interpreter or translator that he or she should not deviate into a role as counselor, legal advisor, or any other role aside from interpreting or translating. The City of Bisbee/Bisbee Bus will ask the interpreter or translator to attest that he or she does not have a conflict of interest on the issues that they would be providing interpretation services.

3) **The City of Bisbee/Bisbee Bus provides notice to LEP persons about the availability of language assistance through the following methods:**

- Posting signs in intake areas and other points of entry
- Statements in outreach documents that language services are available from the agency.
- Working with community-based organizations and other stakeholders to inform LEP individuals of the Recipients' services, including the availability of language assistance services
- Announcements at community meetings
- Signs and handouts available in vehicles and at stations
- Announcements in vehicles and at stations
- Agency websites
- Customer service lines

4) **The City of Bisbee/Bisbee Bus monitors, evaluates and updates the LEP plan through the following process:**

The City of Bisbee/Bisbee Bus will monitor the LEP plan by conducting an annual Four-Factor analysis, establishing a process to obtain feedback from internal staff and members of the public and conducting internal evaluations to determine whether the language assistance measures are working for staff. The City of Bisbee/Bisbee Bus will make changes to the language assistance plan based on feedback received. The City of Bisbee/Bisbee Bus may take into account the cost of proposed changes and the resources available to them. Depending on the evaluation, The City of Bisbee/Bisbee Bus may choose to disseminate more widely those language assistance measures that are particularly effective or modify or eliminate those measures that have not been effective. The City of Bisbee/Bisbee Bus will consider new language assistance needs when expanding transit service into areas with high concentrations of LEP persons will consider modifying their implementation plan to provide language assistance measures to areas not previously served by the agency.

5) **The City of Bisbee/Bisbee Bus trains employees to know their obligations to provide meaningful access to information and services for LEP persons and all employees in public contact positions will be properly trained to work effectively with in-person and telephone interpreters. The City of Bisbee/Bisbee Bus will implement processes for training of staff through the following procedures:**

The City of Bisbee/Bisbee Bus will identify staff that are likely to come into contact with LEP persons as well as management staff that have frequent contact with LEP persons in order to target training to the appropriate staff. The City of Bisbee/Bisbee Bus will identify existing staff training opportunities, as it may be cost-effective to integrate training on their responsibilities to persons with limited English proficiency into agency training that occurs on an ongoing basis. The City of Bisbee/Bisbee Bus will include this training as part of the orientation for new employees. Existing employees, especially managers and those who work with the public may periodically take part in re-training or new training sessions to keep up to date on their responsibilities to LEP persons. The City of Bisbee/Bisbee Bus will implement LEP training to be provided for agency staff. The City of Bisbee/Bisbee Bus staff training for LEP to include:

- A summary of **The City of Bisbee/Bisbee Bus** responsibilities under the DOT LEP Guidance;
- A summary of **The City of Bisbee/Bisbee Bus** language assistance plan;
- A summary of the number and proportion of LEP persons in **The City of Bisbee/Bisbee Bus** service area, the frequency of contact between the LEP population and the agency's programs and activities, and the importance of the programs and activities to the population;
- A description of the type of language assistance that the agency is currently providing and instructions on how agency staff can access these products and services; and
- A description of **The City of Bisbee/Bisbee Bus** cultural sensitivity policies and practices.

Bisbee Bus

Public Bus Service in Bisbee

Bisbee Bus is a public bus service for everyone. Buses run Monday through Saturday with service in:

- Old Bisbee
- San Jose
- Naco
- Saginaw
- Warren

Buses Stop

Buses pickup and drop off passengers at signed bus stops all along each route. Bus stop locations are shown on the map and schedule included in this guide.



Deviations from the Route

Drivers can deviate a short distance from the regular route to pick up and drop off persons, as the schedule allows. Prior day notice is required and an additional fee of 50 cents per person is charged.

Fares

The Bisbee Bus fare is just \$1.00 per ride. Special fares and passes are available for students, seniors and persons with disabilities. See our complete fare chart next to the map.

For More Information

Bisbee Bus (520) 508-1936

It is the policy of the Town of Bisbee and City of Douglas to comply with Title VI of the Civil Rights Act of 1964.

Transportation services will be provided without regard to race, color, national origin, age, gender or disability. For more information, or to file a complaint, contact: Transit Manager, 520-508-1936, Humberto.rivera@douglasaz.gov or ADOT Civil Rights office at 602-712-8948 or Civilrights@azdot.gov.

For information in languages other than English, contact Lorena Valdez or Jesus Hero, 520-432-8002, lorval@bisbeeaz.gov or jhero@bisbeeaz.gov.



Servicio público de autobuses en Bisbee

Bisbee Bus es un servicio público de autobuses para todas las personas. Los autobuses prestan servicio de lunes a sábado en:

- Old Bisbee
- San Jose
- Naco
- Saginaw
- Warren

Paradas

Los pasajeros pueden abordar o descender de los autobuses en las paradas señaladas en cada ruta. Las ubicaciones de las paradas se muestran en el mapa y en el horario incluidos en esta guía.



Desviaciones de la ruta

Los conductores pueden desviarse una corta distancia de la ruta regular para recoger o dejar pasajeros, como el horario permite. Para este servicio se requiere un aviso del día previo y se cobrará un cargo adicional de 50 centavos por persona.

Tarifas

La tarifa de Bisbee Bus es de sólo \$1.00 por viaje. Se encuentran disponibles tarifas especiales y pases para estudiantes, personas de la tercera edad y personas con discapacidades. Consulte el cuadro completo de tarifas junto al mapa.

Más información:

Bisbee Bus (520) 508-1936

Es la política de la Ciudad de Bisbee y la Ciudad de Douglas para cumplir con el Título VI del Acta de Derechos Civiles de 1964. Los servicios de transporte se proporcionarán sin importar raza, color, origen nacional, edad, género o discapacidad.

Para más información o para presentar alguna queja, comuníquese con: Transit Manager, 520-508-1936, Humberto.rivera@douglasaz.gov a la oficina de Derechos Civiles ADOT al 602-712-8948 o Civilrights@azdot.gov.

Para información en idiomas distintos del inglés, comuníquese con: Lorena Valdez o Jesus Hero, 520-432-8002, lorval@bisbeeaz.gov o jhero@bisbeeaz.gov.



BISBEE ROUTE - WEEKDAY SERVICE

Stop	Time Point	Monday	Tuesday	Wednesday	Thursday	Friday	AM	PM	Times
1	Tombstone Canyon / Cantner	CFP	6:51	7:52	9:13	10:21	11:52	1:10	2:38 3:49 5:16
2	Circle K	CFP	✓	✓	✓	✓	✓	✓	✓
3	County Courthouse	CFP	✓	✓	✓	✓	✓	✓	✓
4	Copper Queen Plaza / Lyric	5:54	6:57	7:57	9:19	10:27	11:59	1:18	2:42 3:55 5:21
5	Lowell Plaza	✓	✓	✓	✓	✓	✓	✓	✓
6	Department of Economic Security	✗	✓	✓	✓	✓	✓	✓	✓
7	Bank of America / Minit Market	✗	✓	✓	✓	✓	✓	✓	✓
8	Copper Queen Hospital	✗	✓	✓	✓	✓	✓	✓	✓
9	Bisbee City Hall	✗	7:08	8:05	9:29	10:37	12:09	1:26	2:52 4:05 5:31
10	Arizona St / Congdon Ave.	✗	✓	✓	✓	✓	✓	✓	✓
11	Vista Park Tennis Court	✗	✓	✓	✓	✓	✓	✓	✓
12	Center Ave. at School Terrace Rd.	✗	✓	✓	✓	✓	✓	✓	✓
13	Hwy. 92 / Fire Station	✓	✓	✓	✓	✓	✓	✓	✓
14	Hwy. 92 / Washington Ave.	✓	✓	✓	✓	✓	✓	✓	✓
15	Safeway	6:04	7:16	8:15	9:39	10:47	12:19	1:36	3:02 4:15 5:41
16	Bisbee Senior Center	✗	✗	✓	✓	✓	✓	✓	✗
17	Triangle Apartments	✗	✓	✗	✗	✗	✗	✗	✗
18	San Jose Center	✗	✓	✗	✗	✗	✗	✗	✗
19	County Health Department	✗	CFP	✗	CFP	✗	CFP	✗	CFP
20	Copper City Apartments	✗	✓	✗	✗	✗	✗	✗	✗
21	CCAH	✗	✓	✓	✓	✓	✓	✓	✓
22	San Jose Lodge	✓	✗	✗	✗	✗	✗	✗	✗
23	Naco Hwy. / Granada Ln.	✓	✓	✓	✓	✓	✓	✓	✓
24	Naco - Turquoise Valley G.C.	✓	✓	✓	✓	✓	✓	✓	✓
25	Naco - Newell St / Towner	✓	✓	✓	✓	✓	✓	✓	✓
26	Naco - W Martinez St / Towner	6:14	✗	8:29	✗	11:08	✗	1:48	✗ 4:27 5:56
23	Naco Hwy. / Granada Ln.	✓	✗	✓	✓	✓	✓	✓	✓
22	San Jose Lodge	✓	✗	✗	✗	✗	✗	✗	✗
21	CCAH	✓	✗	✓	✓	✓	✓	✓	✗
20	Copper City Apartments	✓	✗	✗	✗	✗	✗	✗	✗
19	County Health Department	✗	✗	CFP	✗	CFP	✗	CFP	✗
18	San Jose Center	✓	✗	✓	✓	✓	✓	✓	✗
17	Triangle Apartments	✓	✗	✓	✓	✓	✓	✓	✗
15	Safeway	6:28	7:26	8:45	9:53	11:23	12:34	2:04	3:15 4:43 6:08
27	Tin Town	✓	✓	✓	✓	✓	✓	✓	✓
28	Bisbee High School	✓	✓	✓	✓	✓	✓	✓	✓
12	Center Ave. at School Terrace Rd.	✓	✓	✓	✓	✓	✓	✓	✓
9	Bisbee City Hall	6:37	7:35	8:54	10:02	11:32	12:45	2:13	3:24 4:52 6:17
10	Arizona St / Congdon Ave.	✓	✓	✓	✓	✓	✓	✓	✓
11	Vista Park Tennis Court	✓	✓	✓	✓	✓	✓	✓	✓
8	Copper Queen Hospital	✓	✓	✓	✓	✓	✓	✓	✓
7	Bank of America / Minit Market	✓	✓	✓	✓	✓	✓	✓	✓
6	Department of Economic Security	✓	✓	✓	✓	✓	✓	✓	✓
28	Douglas Rd. at B St.	✗	✓	✓	✓	✓	✓	✓	✓
30	Lowell Plaza	✗	✓	✓	✓	✓	✓	✓	✓
4	Lyric / Copper Queen Plaza	6:45	7:45	9:08	10:14	11:45	12:57	2:25	3:36 5:04 6:29
31	Gym Club Suites	✗	✗	CFP	CFP	CFP	CFP	CFP	CFP
3	County Courthouse	✓	✓	✓	✓	✓	✓	✓	✓
2	Circle K	✓	✓	✓	✓	✓	✓	✓	✓
32	Garfield Park	CFP	CFP	CFP	CFP	CFP	CFP	CFP	CFP
33	Hwy. 80 / Wood Canyon	CFP	CFP	CFP	CFP	CFP	CFP	CFP	CFP

BISBEE ROUTE - SATURDAY SERVICE

Stop	Time Point	Saturday	AM	PM	Times
1	Tombstone Canyon / Cantner	9:30	11:02	12:44	2:28
2	Circle K	✓	✓	✓	✓
3	County Courthouse	✓	✓	✓	✓
4	Copper Queen Plaza / Lyric	9:36	11:08	12:50	2:34
5	Lowell Plaza	✓	✓	✓	✓
6	Department of Economic Security	✓	✓	✓	✓
7	Bank of America / Minit Market	✓	✓	✓	✓
8	Copper Queen Hospital	✓	✓	✓	✓
9	Bisbee City Hall	9:46	11:18	1:00	2:44
10	Arizona St / Congdon Ave.	✓	✓	✓	✓
11	Vista Park Tennis Court	✓	✓	✓	✓
12	Center Ave. at School Terrace Rd.	✓	✓	✓	✓
13	Hwy. 92 / Fire Station	✓	✓	✓	✓
14	Hwy. 92 / Washington Ave.	✓	✓	✓	✓
15	Safeway	9:56	11:28	1:10	2:54
16	Bisbee Senior Center	✓	✓	✓	✓
17	Triangle Apartments	✓	✓	✓	✓
18	San Jose Center	✓	✓	✓	✓
19	County Health Department	✗	✗	✗	✗
20	Copper City Apartments	✓	✓	✓	✓
21	CCAH	✓	✓	✓	✓
22	San Jose Lodge	✓	✓	✓	✓
23	Naco Hwy. / Granada Ln.	✓	✓	✓	✓
24	Naco - Turquoise Valley G.C.	✓	✓	✓	✓
25	Naco - Newell St / Towne	✓	✓	✓	✓
26	Naco - W Martinez St / Towner	10:15	11:57	1:29	3:13
23	Naco Hwy. / Granada Ln.	✓	✓	✓	✓
22	San Jose Lodge	✓	✓	✓	✓
21	CCAH	✓	✓	✓	✓
20	Copper City Apartments	✓	✓	✓	✓
19	County Health Department	✗	✗	✗	✗
18	San Jose Center	✓	✓	✓	✓
17	Triangle Apartments	✓	✓	✓	✓
15	Safeway	10:34	12:16	1:48	3:32
27	Tin Town	✓	✓	✓	✓
28	Bisbee High School	✓	✓	✓	✓
12	Center Ave. at School Terrace Rd.	✓	✓	✓	✓
9	Bisbee City Hall	10:43	12:25	1:57	3:41
10	Arizona St / Congdon Ave.	✓	✓	✓	✓
11	Vista Park Tennis Court	✓	✓	✓	✓
8	Copper Queen Hospital	✓	✓	✓	✓
7	Bank of America / Minit Market	✓	✓	✓	✓
6	Dept of Economic Security	✓	✓	✓	✓
29	Douglas Rd. at B St.	✓	✓	✓	✓
30	Lowell Plaza	✓	✓	✓	✓
4	Lyric / Copper Queen Plaza	10:55	12:37	2:09	3:53
31	Gym Club Suites	CFP	CFP	CFP	CFP
3	County Courthouse	✓	✓	✓	✓
2	Circle K	✓	✓	✓	✓
32	Garfield Park	CFP	CFP	CFP	CFP
33	Hwy. 80 / Wood Canyon	CFP	CFP	CFP	CFP

Non-elected Committees Membership Table

Subrecipients who select the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

The City of Bisbee/Bisbee Bus does not select the membership of any transit-related committees, planning boards, or advisory councils.

***Table Depicting Membership of Committees, Councils, Broken Down by Race**

Body	African American/ Black	American Indian/Alaskan Native	Native Hawaiian/ Other Pacific Islander	Asian	Hispanic/ Latino	White
Population	1.1%	.048%	0%	0%	39.1%	59.3%
Transit Advisory Committ	10%	10%	0%	0%	40%	40%

Monitoring for Subrecipient Title VI Compliance

The Public Works Director/Bisbee Bus Grant Administrator and Transit and Financial Managers in Bisbee stay in touch with each other by phone, email and in person on every day matters and in meetings. A relationship has built a solid foundation for the continuance of the excellent service provided by the Bisbee Bus.

Both entities share new rules and laws and work to understand and implement them.

The Public Works Director/Bisbee Bus Grant Administrator has reviewed the following for Bisbee:

- Title VI 2020
- Training Compliances
- Postings of Title VI Public Notices and Complaint Procedures on the buses and the City of Bisbee website.
- Posting of Title VI Implementation Plan on City of Bisbee website.
- Participation in the drug and Alcohol Program Manager Refresher Training and understanding the new Part 40 Regulation Updates.
- Participated in the City of Douglas' & City of Bisbee's on site Drug and Alcohol Compliance review by ADOT in the Fall of 2019.
- Use of DOT's Revised Federal Drug Testing Custody and Control Form (CCF) by July 1, 2019.
- Review of the City of Bisbee's MIS reporting for 2019.

Douglas provides superior management of Bisbee's System. The drivers are well trained, as well as well-liked by Bisbee's riders. Documentation thorough and updated quickly. When Bisbee's City Hall burned down October of 2017, in the midst of all of Bisbee's lost documentation, there was reassurance knowing much of it could be covered in a current and complete state through the City of Douglas.

There have been no deviations from the federal regulations reported.

Title VI Equity Analysis

A sub recipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. "Facilities" in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the sub recipient organization receives any FTA dollars, it must comply with this requirement.

The City of Bisbee/Bisbee Bus has no current or anticipated plans to develop new transit facilities covered by these requirements. No facilities covered by these requirements were ever developed.

Fixed Route Transit Provider Analysis

Fixed Route: Public transit service (other than by aircraft) provided on a repetitive, fixed-schedule basis along a specific route, with vehicles stopping to pick up passengers.

A sub recipient providing fixed route service, as defined above, must determine the distribution of transit amenities or the vehicle assignments for each mode in a non-discriminatory manner. The sub recipient must develop policies to ensure service is not distributed on the basis of race, color, or national origin.

Effective practices to fulfill the Service Standards requirements include developing written policies covering each of the following service indicators:

1) **Vehicle Load for Each Mode**

Bisbee Buss load standard is a maximum vehicle load factor of 1.00.

2) **Vehicle Headway for Each Mode**

Fixed route is a single bus route, there are no other buses traveling the route.

3) **On Time Performance for Each Mode**

The Bisbee Bus defines a bus as late if it departs the “time point” five or more minutes later than the published time. Buses are considered early if they depart from a published time point at any time prior to the scheduled departure.

4) **Service Availability for Each Mode**

The Bisbee Bus will distribute transit service so that 90% of all residents in the service area are within a ¼ mile walk of bus service.

Effective qualitative practices to fulfill the Service Policy requirements include developing written policies covering each of the following service indicators:

5) **Transit amenities for each mode**

Transit amenities are distributed on a system-wide basis. Transit amenities include shelters and benches. The location of transit amenities is determined by factors such as ridership, individual requests, staff recommendations, and vendor preference.

6) **Vehicle assignments for each mode**

All buses have the same level of amenities (i.e., air conditioning, Wheelchair lift) available to riders. Buses are assigned for specific routes.

Board Approval for the Title VI Plan

City Council approval for the 2020 Title VI Plan will be submitted after ADOT approves our plan.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **June 16, 2020**

Regular Special

DATE ACTION SUBMITTED: June 9, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A CONTRACT FOR PUBLISHING SERVICES/ OFFICIAL NEWSPAPER OF RECORD WITH THE BISBEE OBSERVER

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Contract

PROPOSED MOTION: I move to approve the contract for Publishing Services/ Official Newspaper of Record with the Bisbee Observer.

DISCUSSION:

The city recently requested sealed bids for the Publishing Services / Official Newspaper of Record for the period of July 1, 2020 through June 30, 2021. There was one (1) bid received from the Bisbee Observer.

The newspaper shall publish notices in accordance with the specifications of Section 4 of the attached agreement for the price of \$4.00 per column inch per publication.

The newspaper shall publish notices or documents for the City, provided material for publication is received at the Newspaper's business office on Tuesday before Noon for publication on Thursday.

FISCAL IMPACT: To Be Determined

DEPARTMENT LINE ITEM ACCOUNT: To Be Determined

BALANCE IN LINE ITEM IF APPROVED: To Be Determined

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

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

**CONTRACT FOR SERVICES
CITY OF BISBEE**

**PUBLISHING SERVICES TO SERVE AS
OFFICIAL NEWSPAPER OF RECORD**

THIS CONTRACT is made this 16th day of June, 2020, by and between the City of Bisbee (hereinafter “the City”) and The Bisbee Observer, LLC (hereinafter “the Contractor”).

WHEREAS the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as the “Official Newspaper” and as incorporated herein by reference; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

NOW, THEREFORE, in consideration of the promises and covenants stated herein, **IT IS HEREBY AGREED THAT:**

1. The Contractor promises and agrees to perform the work and to provide the services as described in the “Notice of Solicitation” and the “Specifications, Scope of Work or Requirements,” each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the “Standard Terms and Conditions, City of Bisbee Contract,” which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period from July 1, 2020 through June 30, 2021.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed **\$4.00 per column inch per publication**. The City shall have the right to reject all or any work or work product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected, and corrected at the Contractor’s sole cost.
5. Payment shall be made by the City to the Contractor on the basis of invoices detailing the work included within each billing period. The Contractor’s billing period shall be on a monthly basis.

6. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR:

Laura Swan, Publisher
The Bisbee Observer
#10 Copper Queen Plaza
P.O. Box 510
Bisbee, AZ 85603

TO CITY:

City of Bisbee
City Clerk Office
915 S. Tovreaville Road #4601
P.O. Box 4601
Bisbee, AZ 85603

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

APPROVED:
CITY OF BISBEE

By _____
Theresa Coleman, City Manager

APPROVED:
CONTRACTOR

By _____
Name: Laura M. Swan
Title: Publisher
Address: #10 Copper Queen Plaza
P.O. Box 510
Bisbee, AZ 85603

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

James Ledbetter, City Attorney

CITY OF BISBEE

NOTICE OF SOLICITATION UNIFORM INSTRUCTIONS FOR PROPOSALS

PUBLISHING SERVICES TO SERVE AS THE OFFICIAL NEWSPAPER OF RECORD

1. Introduction

The City of Bisbee is seeking sealed bids, proposals or statements of qualifications (hereinafter collectively referred to as "proposals") in the manner specified herein from qualified contractors capable of providing the following goods and services for Publishing Services.

2. SCHEDULE OF EVENTS

Submittal Due Date: Thursday, June 4, 2020 at 4:00 PM (Arizona, MST)

Submittal Location:

**City of Bisbee
City Clerk Office
915 S. Tovreaville Road
Bisbee, AZ 85603**

3. Nature of the Purchase

The specifications and descriptions of the work and materials required are described in the attached "Specifications, Scope of Work or Requirements" that accompanies this Notice.

4. Preparation of Proposal

4.1 It is the responsibility of the Contractor to examine the entire solicitation and to seek clarification of any requirement that may not be clear. This solicitation includes the City of Bisbee's "Standard Terms and Conditions" and any "Special Terms and Conditions" for this Contract, both of which will be incorporated into any Contract between the City and the Contractor.

4.2 The City will not reimburse any costs incurred in developing, presenting or providing this proposal. All materials and documents submitted in response become the property of the City and will not be returned.

4.3 A proposal that is submitted to the City becomes a public record. If the Contractor believes that any information included in a proposal should remain confidential, the Contractor must specifically identify that information and its reasons. In the event of any public request for this information, the City will provide the Contractor with notice of this request and a reasonable opportunity to obtain a court order, at the

Contractor's sole expense, protecting this information from release prior to making it available.

4.4 The specifications stated in this solicitation are the minimum level required. All proposals submitted must be for products or services that meet or exceed the minimum level of all such specifications.

4.5 If brand names or specific products are identified in the specifications, the Contractor may propose substantially equivalent alternatives. For any such proposal, the Contractor must submit technical literature or detailed production information sufficient to allow the City to evaluate the nature of the proposed product.

4.6 Prices shall be submitted on a per unit basis, by line item, when applicable. The prices offered should not include applicable state and local taxes. The City will reimburse the Contractor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The Contractor will be responsible for the payment of all applicable taxes.

4.7 Any exceptions that are included with the proposal shall be submitted in a clearly identified separate statement by which the Contractor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Contractor's standard terms will not be considered to be a specific statement of exception.

5. Submission of the Proposal

5.1 Sealed proposals must be in the actual possession of the City Clerk on or prior to the exact time and date indicated in the Schedule of Events. Late proposals will not be considered.

5.2 Sealed proposals must be submitted in a sealed envelope or container with the following information clearly indicated on the outside:

- a. Name of the Solicitation, as indicated by the City.
- b. Name and address of the Contractor

5.3 A proposal shall be submitted in writing, by a paper document that is printed, typed or in ink. Proposals submitted directly to the City by electronic means, by facsimile, electronic mail, or otherwise, shall not be accepted. Any substitute for any document forms provided with this Notice must be legible and must contain the same information requested by any such form.

5.4 A proposal may be withdrawn upon the submission of written, signed request submitted by the Contractor prior to the due date and time. A proposal may not be amended or withdrawn after the due date and time.

6. Award of the Contract

6.1 The City reserves the right to waive any immaterial defect or informality in a proposal; to reject any or all submittals or portions thereof; to reissue this Notice; and to award this Contract on a partial basis, if in the best interests of the City.

6.2 Unless otherwise stated, this Contract will be awarded to the lowest responsive, responsible bidder who has demonstrated the ability to perform as required.

6.3 Factors that will be considered in making this award include technical capability of the Contractor, performance history, demonstrated availability of the necessary people and equipment, price and timeliness of the performance.

7. Certification

7.1 By signing and submitting this Offer, the Contractor certifies that this submission did not involve any collusion or other anti-competitive practice; that the Contractor will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the Contractor has not given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any City employee or official in connection with this Proposal.

7.2 The Contractor further certifies that the individual signing this Proposal has the authority to make a binding legal commitment on behalf of the Contractor to perform and deliver everything that is required in connection with this Proposal. Unless otherwise stated in the Contract Documents, the Offer shall be effective for a period of thirty (30) days.

OFFER

TO THE CITY OF BISBEE:

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

Authorized Signature

Date

6/1/2020

Printed Name and Title

Kaewa Swan / Publisher

Company Name

The Bisbee Observer LLC

Address

#10 Copper Queen Plaza

City, State and Zip Code

PO Box 510, Bisbee AZ 85203

Telephone Number(s)

520 432-7254 / 520 227-3462

Company's Fax Number

—

Email Address

bisbeeobserver@cableone.net

**ACCEPTANCE OF OFFER
NOTICE OF AWARD**

The Offer is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of this Contract to the Contractor.

The Contractor is now bound to sell the materials or services identified in this Notice of Solicitation, subject to all terms, conditions, specifications, amendments, and other associated documents and the Offer.

This Contract shall henceforth be referred to as Contract **Publishing Services / Official Newspaper of Record**. The Contractor has been cautioned not to commence any billable work or to provide any materials or services under this Contract until the Contractor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By _____

Date: _____

Its: _____

SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS

1. Newspaper represents that it is a newspaper as defined by A.R.S. Section 39-201 (A) and that it currently does and shall comply in the future with all laws and rules regarding the publication of materials for a municipality within the State of Arizona during the term of this Agreement. The Newspaper further affirms that it is a publisher of a newspaper within the City of Bisbee.
2. Newspaper's official affidavit of compliance with certain statutes of the State of Arizona, including A.R.S. § 39-201, is attached as Exhibit "A" and by reference made a part of this Agreement.
3. Newspaper's non-collusion affidavit is attached as Exhibit "B" and by reference made a part of this Agreement. The provisions of A.R.S. § 38-511 regarding conflicts of interest are hereby incorporated by reference.
4. Newspaper shall publish notices or documents at times and as requested by the City per the following specifications:
 - A. Publications to be set in 6-point type size with spacing providing at least 11 printed lines per inch.
 - B. Publications to be set one column (12(11.9) picas) wide unless multiple column typesetting is authorized by the City. When multiple column typesetting is authorized, spacing between shall be 1 pica.
 - C. Publications including indentation and blank lines to be set by the City. No additional spacing or white space shall be used.
5. Newspaper shall publish notices in accordance with the specifications of Section 4 of this Agreement for the price of \$ 4.00 per column inch per publication.
6. In the event that Newspaper publishes a notice or document which contains an error not reflected in the material provided by City for publication, Newspaper shall republish a corrected notice upon the request of and at no charge to the City. Newspaper shall also be responsible for any incidental or consequential damages as the result of its publishing errors.
7. Newspaper shall publish notices or documents for the City, provided material for publication is received at the Newspaper's business office on Tuesday before 12:00 (AM or PM) for publication on Thursday. In the event the City has a publication exceeding 5 pages of material in typed, single-spaced 8 ½ "X 11" page format, Newspaper will be given 24 hours' additional time for each 5 pages of such material, Saturdays and Sundays excluded.

8. Newspaper shall provide, at no cost to the City, as part of this Agreement, a subscription for the period beginning July 1, 2020 through June 30, 2021 be mailed or delivered to the City Clerk, City of Bisbee, 915 S. Tovreaville Road #4601, Bisbee, AZ 85603. The Newspaper shall also provide, at no additional costs, proof of publication, in conformance with A.R.S. § 39-205, for all notices, or classes of notices, requested by the City.
9. City hereby designates The Bisbee Observer as its Official Newspaper for the Fiscal Year 2020-2021, for the period from July 1, 2020 through June 30, 2021.
10. In the event City requires publications or notices which do not fall within the specifications of Section 4 of this Agreement, it shall specify the form, size and spacing of such publication.
11. This is a non-exclusive contract for printing of notices to the public. The City hereby reserves the right to contract for the publication of notices in other newspapers and periodicals; in addition, any required use of the City's Official Newspaper, as the City may deem to be appropriate.

The Bisbee Observer

#10 Copper Queen Plaza • PO Box 510 • Bisbee Arizona 85603
Phone: 520-432-7254 Fax: 520-432-4192 E-mail: bisbeeobserver@cableone.net

The Bisbee Observer serves an area of more than 10,000 residents in the communities of Bisbee, Douglas, Naco, McNeal, Double Adobe, and Palominas/Hereford, Sierra Vista in Southern Arizona.

The Bisbee Observer is a community newspaper and has been published since April of 1985.

The Bisbee Observer is the official newspaper of record for the City of Bisbee.

THE BISBEE OBSERVER is a paid publication and is published every Thursday,
by The Bisbee Observer LLC

and is circulated through news stands, and second class postage paid in Bisbee, AZ.

DEADLINES:

Display Ads -- Noon Tuesdays
Classified Ads -- Noon Tuesdays
Preprinted inserts -- Noon Tuesdays
Legal Notices -- Noon Tuesdays

MECHANICAL REQUIREMENTS:

Large Tabloid size newspaper
Columns per page -- 5
Width of page -- 10.25"
Depth of page -- 15.4"
1 column -- 1.95"
2 column -- 4.025"
3 column -- 6.1"
4 column -- 8.175"
5 column -- 10.25"

INSERTS:

\$100 for 2000 8.5 x11 single sheet insert
Tab Prints -\$5 additional for every 4 pages
3.5% city sales tax will be charged in addition to rate.

LEGAL ADVERTISING:

Legal advertising rate: \$5.00 pci. Legals are printed in 6 point helvetica. Legal notice sales tax -- 6.1%.

DISPLAY ADVERTISING RATES:

(All advertising excludes tax and agency discounts, all display and classified advertising is charged 3.5% city sales tax.) and is the responsibility of the representative placing the ad.)

Net rate \$6.75 pci

Non profit advertising \$6.00 pci

(must provide copy of 501C3 to qualify for rate.)

60 inches with in 3 months \$6.25 pci

300 inches or more a year \$6.00 pci

*For long term rates please contact Laura Swan
The Bisbee Observer is a black and white publication, we do not offer color.*

CLASSIFIED AD RATES:

Classified ads are 20 words for \$4 and 10¢ a word thereafter. Tear sheets are provided for classified ads at the rate of \$3 per tear sheet.

Classified Display ads -- \$6.50 pci.

DIRECTORY ADS:

Business, service, and professional directory ads are \$10 per week, minimum 8 weeks required.

TERMS AND CONDITIONS:

All invoices are due upon receipt. Any invoice over 30 is subject to a finance charge of 3.5% monthly. Visa and master card are accepted for payment. The Bisbee Observer reserves the right to refuse any advertisement.

If an error occurs in an ad, we will only deduct the price of the ad in the space where the error occurred.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **June 16, 2020**

Regular Special

DATE ACTION SUBMITTED: June 8, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: **Discussion and Possible Approval of an Intergovernmental Agreement with Cochise County for Election Services**

FROM: **Theresa Coleman, City Manager**

RECOMMENDATION: **Approve IGA**

PROPOSED MOTION: **I move to approve the Intergovernmental Agreement with Cochise County for Election Services**

DISCUSSION:

This agreement will provide assistance in conducting the City's August 4th and November 3rd Elections for 2020.

FISCAL IMPACT: **TBD**

DEPARTMENT LINE ITEM ACCOUNT: **10-53-74000**

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Theresa Coleman
Theresa Coleman
City Manager



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered this _____ day of _____, 2020 by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the **City of Bisbee (JURISDICTION)**, located at 915 S. Tovreaville Road Bisbee, AZ 85603 for certain election supplies and services;

WHEREAS, the County and the Jurisdiction have determined that the use of certain services of the Cochise County Elections Department and the Cochise County Recorder's Office is in the public interest, and the County agrees to provide such service;

WHEREAS, the County is willing to provide election services using a vote center model for election districts wishing to participate in the 2020 consolidated state Primary and General elections, but will not provide election services to districts wishing to conduct vote-by-mail elections on the 2020 consolidated elections dates for Primary and General elections;

WHEREAS, the parties have authority to enter into an intergovernmental agreement to provide for election supplies and services pursuant to A.R.S. § 11-952 (Intergovernmental Agreements), A.R.S. § 11-251(41) (County Lease of Personal Property), A.R.S. § 41-2632 (Cooperative Purchasing) and A.R.S. Title 16 (Elections and Electors), the parties agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

1. SCOPE: The scope of this Agreement is limited to election services and supplies between the JURISDICTION and COUNTY for the Primary Election held on August 4, 2020, and/or the General Election held on November 3, 2020.

2. COUNTY DUTIES: The COUNTY agrees contingent upon receipt of a timely, specific request as provided in Paragraph 3(C), to provide the following election services:

A. Election Equipment:

1. Provide E-Poll book tablets (electronic poll register), touch-screen voting equipment and tabulation equipment at designated vote centers, for vote center model elections.
2. Provide central election tabulation equipment for early ballots.
3. Provide election reporting system.
4. Provide signage and supplies (paper rolls for machines, tape, scissors, etc)



B. Administrative services to include the following:

1. Obtain facilities for use as vote centers located throughout the County.
2. Provide public notice and conduct logic and accuracy tests of programs and equipment.
3. Provide early ballots and election day ballots as required.
4. Deliver and pickup equipment, ballots, signage and supplies.
5. Provide abstract of results of tabulation to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
6. Validate, process and count ballots.
7. Canvass the elections as required and provide documentation to Jurisdiction.
8. Provide for storage and destruction of ballots and election related materials in compliance with the State of Arizona Retention Schedule guidelines.

C. Arrange for consulting services to include the following services:

1. Ballot layout and design for all ballot styles.
2. Programming the operation of voting and tabulating equipment.
3. Programming the operation of the election reporting module.
4. Printing, folding, insertion and mailing Early Ballots and required notices excluding Informational Publicity Pamphlets if required by Jurisdiction.

D. Arrange for election board workers:

1. Hire qualified election board workers to include all Boards required and Vote Center workers.
2. Train, supervise and pay election board workers.

E. Provide an estimate of the aggregate cost of the services.

3. JURISDICTION DUTIES: The JURISDICTION understands and agrees that:

- A. The JURISDICTION retains the primary responsibility for insuring that its election is noticed, held and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this Agreement for any aspects of this election other than those that are expressly stated in Paragraph 2.
- B. JURISDICTION shall pay to the COUNTY the amounts at the rates set forth on Exhibit A attached hereto and incorporated into this Agreement at actual cost.
- C. With respect to any specific election for which the JURISDICTION desires services and supplies pursuant to this Agreement, the JURISDICTION shall provide written notice of the election to the COUNTY at least one hundred and twenty (120) days prior to such election.



- D. The JURISDICTION shall provide the information and detail necessary to enable COUNTY to program the ballot, including the Wards, Districts, or Precincts for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or ballot Question to be included on the ballot, in the format requested by the COUNTY.
1. Translation of the ballot text shall be provided by the JURISDICTION.
 2. The JURISDICTION is responsible for any language, layout, design, printing, mailing, and distribution of any Informational Publicity Pamphlets specific to a JURISDICTION ballot measure.
 3. The JURISDICTION is responsible for final ballot proof.
- E. If an election is cancelled prior to programming or printing ballots, the JURISDICTION shall reimburse the COUNTY for administrative actual costs per Fee Schedule.
- F. The JURISDICTION shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.
- H. The JURISDICTION understands that they will be billed jointly, on one invoice, by the Elections Department and Recorder's Office for election services as outlined in the attached fee schedule.

4. TERM. The term of this Agreement shall begin upon approval of the parties and continue through the conclusion of the November 3, 2020 election.

5. INDEMNIFICATION. To the extent permitted by law, each party to this Agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

6. CANCELLATION DUE TO CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.



7. NON-DISCRIMINATION. To the extent required by law, each party to this Agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.

8. WORKERS' COMPENSATION. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

9. IMMIGRATION LAWS. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

10. INSPECTION AND AUDIT. The Parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

11. NOTICE. All written communications shall be addressed and mailed or personally served upon the parties, as follows:

To: COCHISE COUNTY
Lisa M. Marra, Director
Cochise County Elections
1415 Melody Lane, Bldg. E
Bisbee, AZ 85603

To: JURISDICTION
Ashlee Coronado, City Clerk
City of Bisbee
P.O. Box 4601
Bisbee, AZ 85603



12. GOVERNING LAW. This Agreement shall be governed and interpreted by the laws of the State of Arizona.

13. SAVINGS CLAUSE. Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

14. AGREEMENT MODIFICATION. This Agreement may only be modified in writing and must be signed by both parties and their duly authorized agents.

15. BREACH. Failure by the COUNTY and/or JURISDICTION to provide the services/ material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach of this Agreement.

16. WAIVER OF CONFLICT. The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department and may or may not also represent other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) to this Agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the Parties have authorized the designated officials indicated below to execute this Agreement indicating their respective approval.



APPROVED:

COCHISE COUNTY

BY: _____

**Edward T. Gilligan,
County Administrator
Board of Supervisors**

APPROVED:

CITY OF BISBEE

BY: _____

David M. Smith, Mayor

ATTEST:

BY: _____

**Kim Lemons,
Clerk of the Board
Cochise County Board of Supervisors**

ATTEST:

BY: _____

Ashlee Coronado, City Clerk



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the City of Bisbee and the County of Cochise for the Primary Election held on August 4, 2020 and/or the General Election held on November 3, 2020.

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Cochise County, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this 8th day of June, 2020.

Cochise County Attorney

By: *Britt Hanson*
Britt Hanson, Of Counsel
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for JURISDICTION, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this _____ day of _____, 2020.

By: _____
James Ledbetter, City Attorney

EXHIBIT A

COCHISE COUNTY ELECTION FEE SERVICES SCHEDULE April 25, 2019	<i>Elections consolidated with State or Federal Elections</i>
Election Fee per registered voter	\$0.75
Election Fee if not met above	\$800
Cancel and Appoint	\$250
Cancel if programming started	Actual Cost
Recount per total ballots cast	Included
Info Pamphlet & Postage	Jurisdiction works with Supplier directly
Polling Place Rental if not consolidated with State election	Included
Poll workers - Early Board	Included
Poll workers - Inspector	Included
Poll workers - Marshall	Included
Poll workers - Judges/Clerks	Included
Poll workers - Troubleshooter	Included
Poll workers - Class	Included
Poll workers mileage	Included
Election Equipment – EPollbook tablet (min 2)	Included
Election Equipment - ExpressVote machine (min 2)	Included
Election Equipment - DS200 tabulator (1)	Included
Equipment Delivery Fee	Included
Provisional Ballot Fee	Included
Election Records Destruction	Included
Copy fee	\$0.30
Maps for Vote Location	Included
Recorder's Office Mailing Fees	Waived



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: June 16, 2020

Regular Special

DATE ACTION SUBMITTED: June 10, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION R-20-14, SUBMITTING TO THE ELECTORS AT THE GENERAL ELECTION OF NOVEMBER 3, 2020, A PROPOSITION TO INCREASE THE TRANSACTION PRIVILEGE TAX BY AN ADDITIONAL ONE PERCENT (1%) DEDICATED TO ESSENTIAL SERVICES WITH A SIX YEAR SUNSET.

FROM: Theresa Coleman, City Manager

RECOMMENDATION: At the discretion of Mayor and Council

PROPOSED MOTION: I move to approve Resolution R-20-14, submitting to the Electors at the General Election of November 3, 2020, the designated proposition to increase the Transaction Privilege Tax by an additional one percent (1%) dedicated to essential services with a Six Year Sunset.

DISCUSSION:

This Resolution will authorize the submission of a proposition for consideration by the voters in the General Election of November 3, 2020, authorizing Mayor and Council to increase the rate of the City Transaction Privilege Tax Rate by One Percent (1%) from 3.5% to 4.5% with a Six Year Sunset. Council has the opportunity to discuss the sunset and how this increase will be dedicated. Pursuant to the City Charter, approval by the electors at a General Election is required before any amendments to this tax rate can be made.

FISCAL IMPACT: TBD

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED: Unknown (other pending election expenses)

Prepared by: Ashlee Coronado
Ashlee Coronado,
City Clerk

Reviewed by: Theresa Coleman
Theresa Coleman,
City Manager

RESOLUTION R-20-14

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE,
COUNTY OF COCHISE, STATE OF ARIZONA, SUBMITTING TO THE
ELECTORS AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3,
2020, A PROPOSITION TO AUTHORIZE AN INCREASE IN THE CITY
TRANSACTION PRIVILEGE TAX RATE**

WHEREAS, the increase in the cost of providing services, has given rise to a situation in which the City of Bisbee can no longer continue to provide the same level of services with its existing, available revenues; and

WHEREAS, it is vital to the health and safety of the citizens of Bisbee that the City continue to provide services at least to the same level as has been traditionally provided within in the City of Bisbee; and

WHEREAS, maintaining at least our current level of essential governmental services is necessary if the City of Bisbee is going to continue to provide a clean and safe community that is nurturing and attractive both to our residents and to our current and future businesses; and

WHEREAS, the Mayor and Council, after due deliberation, have determined that an increase in the amount of the City's transaction privilege taxes is the only currently available source of additional revenue, as necessary to meet certain of these necessary expenses; and

WHEREAS, the City Charter, Article VI., Section 6.02(g), restricts the authority of the Council to increase or decrease the transaction privilege tax "only upon the approval by a majority of the qualified electors voting in the regularly scheduled general election,"

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Bisbee that the qualified voters of the City of Bisbee be requested to approve an increase in the City's transaction privilege tax and that the following proposition, subject to any necessary ballot modifications, be placed on the ballot of the next general election, to be held on November 3, 2020:

Shall the Mayor and Council of the City of Bisbee be authorized to increase the Transaction Privilege Tax by an additional One Percent (1%) of the gross revenues or values which are subject to such tax, increasing this tax rate from Three and One Half Percent (3.5%) to Four and One Half Percent (4.5%) and with this increase to remain in effect for a period not to exceed six years from the date of the implementation of this increase with all these additional revenues to be dedicated to essential services?

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Bisbee that the City Clerk and staff are hereby authorized and directed to take such further

actions as may be necessary to properly notice this election, to provide for all publicity and information that may be required by law, to prepare and submit an appropriate form of ballot, and to take such other and further actions as may be necessary to hold this election in the lawful and appropriate manner at the time scheduled.

PASSED, ADOPTED AND APPROVED by the City of Bisbee this _____ day of April, 2020.

APPROVED:

David M. Smith, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

James Ledbetter, City Attorney