

AGENDA

AGENDA OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, JULY 28, 2026, AT 5:01 PM IN THE CITY OF BISBEE COUNCIL CHAMBERS, 118 ARIZONA STREET, BISBEE, ARIZONA AND VIA ZOOM AT <https://us02web.zoom.us/j/82546382249>.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL

Councilmember Karen Schumacher, Ward I
Councilmember Pete Skinner, Ward II
Councilmember Trish Damon, Ward III
Mayor Ken Budge
Councilmember Anna Cline, Ward III, Mayor Pro Tempore
Councilmember Mel Sowid, Ward II
Councilmember Cesilia C. Garcia, Ward I

STAFF

Ashlee Coronado, City Manager
Nina Williams, Acting City Clerk
Keri Bagley, Finance Director
Bridgette Kantner, Personnel Director
Matthew Gurney, Public Works Director
Logan Dodd, Operations Manager
Tim Cox, Police Chief
Jay Ritchie, Deputy Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY

Joseph Estes

THE FOLLOWING ITEM WILL BE DISCUSSED AND/OR CONSIDERED AT THESE MEETINGS:

1. Public Hearing and Discussion and Possible Approval of a Liquor License Application for the Warner Hotel located at 55 Angius Avenue, Bisbee, AZ; Kevin Cole Van Norman, Applicant.
Nina Williams, Acting City Clerk
2. Discussion and Possible Approval of an Intergovernmental Agreement with Cochise County for Election Supplies and Services for the General Election.
Ashlee Coronado, City Manager

3. Discussion and Possible Approval of Contract Amendment No. 2 with the Arizona Department of Corrections to add Parks and Public Works, which were inadvertently omitted from the renewal.

Matthew Gurney, Public Works Director

4. Discussion and Possible Approval of Marsh Development Inc. Modification No. 1 for the Rehabilitation of the Fair Store Glass Sidewalks Project at 37 Main Street.

Matthew Gurney, Public Works Director

ADJOURNMENT:

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

Individuals with hearing disabilities can contact the City Clerk's Office (520) 432-6011 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Nina Williams at (520) 432-6011 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 118 Arizona St, 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.



AGENDA ITEM NUMBER 1

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 28, 2026

☐ Regular ☒ Special

DATE ACTION SUBMITTED: July 22, 2026

REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Public Hearing and Discussion and Possible Approval of a Liquor License Application for the Warner Hotel located at 55 Angius Avenue, Bisbee, AZ; Kevin Cole Van Norman, Applicant.

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve the Liquor License Application

PROPOSED MOTION: I move to approve the Liquor License Application for the Warner Hotel located at 55 Angius Avenue, Bisbee, AZ; Kevin Cole Van Norman, Applicant.

DISCUSSION:

Mr. Kevin Cole Van Norman has submitted a Liquor License Application for the Warner Hotel located at 55 Angius Avenue, Bisbee, AZ. The license series type is 011 Hotel/Motel.

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

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

FISCAL IMPACT: \$250.00

DEPARTMENT LINE-ITEM ACCOUNT: 10-32-10640

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Manager



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

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

Type or Print with Black Ink

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

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

Licensed establishment that will be operating within an "entertainment district" as described in A.R.S. § 4-207(D)(2),

(Name of entertainment district)

(Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The _____ at a _____ meeting held
(Governing body) (Regular or special)
on the _____ of _____, _____ considered the application of _____
(Day) (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S § 4-201.

ORDER OF APPROVAL/DISAPPROVAL

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

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

for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State
Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ on _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

State of Arizona
Department of Liquor Licenses and Control

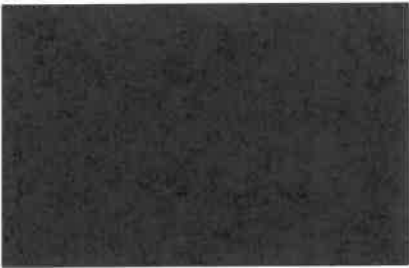
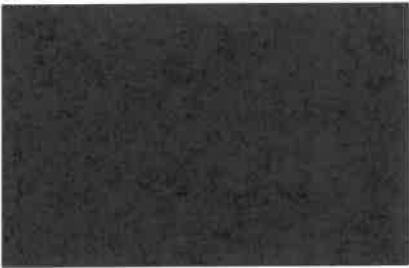
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Local Governing Body Report

LICENSE

Number:		Type:	011 HOTEL / MOTEL
Name:	WARNER HOTEL		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	55 ANGIUS AVENUE BISBEE, AZ 85603 USA		
Mailing Address:			
Phone:			
Alt. Phone:			
Email:			

AGENT

Name:	KEVIN COLE VAN NORMAN
Gender:	
Correspondence Address:	
Phone:	
Alt. Phone:	
Email:	

OWNER

both day
08-03-2026

Name: WARNER HOTEL LLC
Contact Name: KEVIN COLE VAN NORMAN
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23045782 State of Incorporation: AZ
Incorporation Date: 12/18/2019
Correspondence Address:

Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
KEVIN COLE VAN NORMAN	Member	100.00

WARNER HOTEL LLC - Member

Name: KEVIN COLE VAN NORMAN
Gender:
Correspondence Address:

Phone:
Alt. Phone:
Email:

MANAGERS

Name: KEVIN COLE VAN NORMAN
Gender:
Correspondence Address:

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 398300
Application Type: New Application
Created Date: 04/22/2026

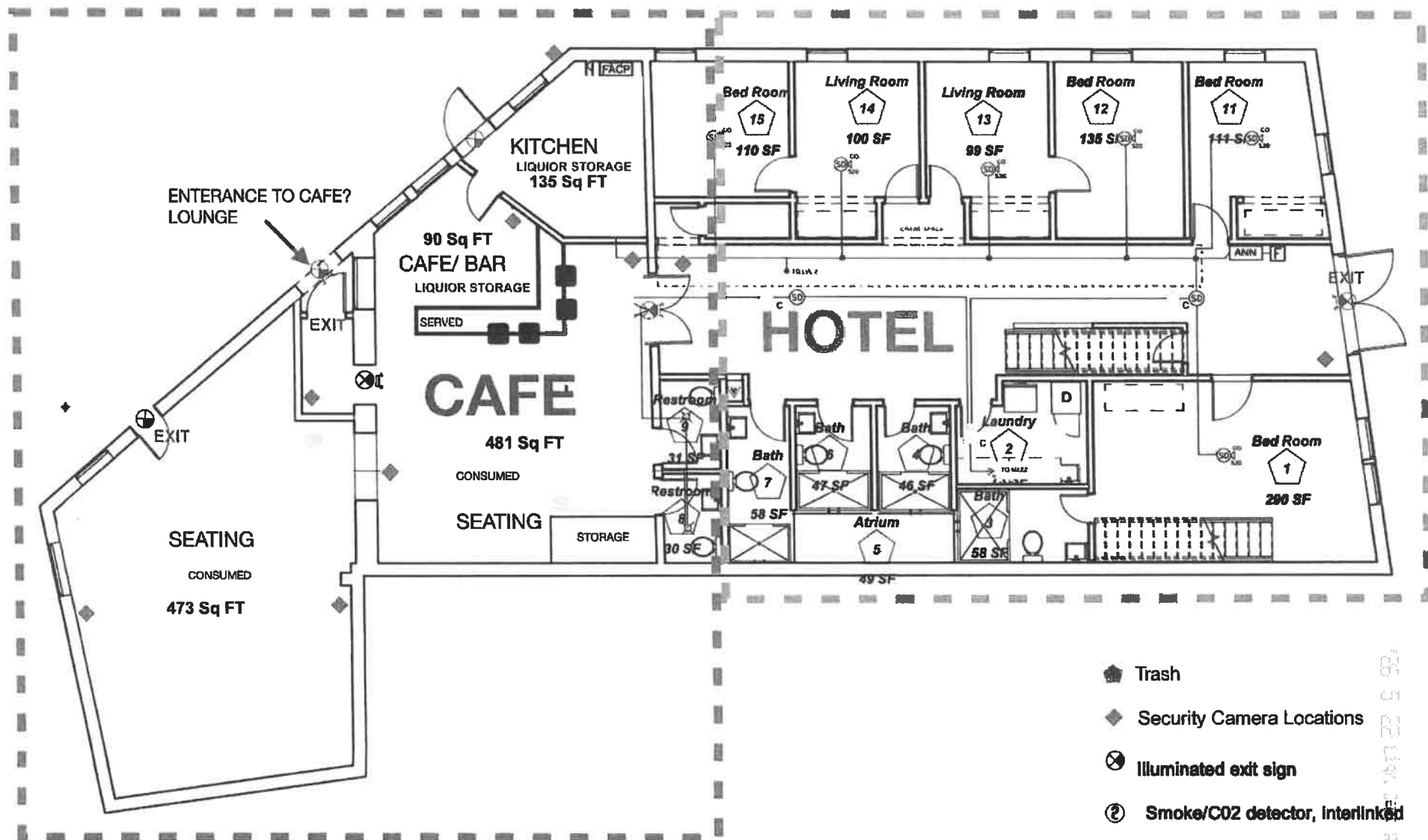
QUESTIONS & ANSWERS

011 Hotel / Motel

- 1) Are you applying for an Interim Permit (INP)?
~~Yes~~ **NO**
~~What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.~~
~~01/01/2020~~
- 2) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
~~Warner Hotel LLC~~ **Property Owner per applicant 5/18**
~~Kevin Cole Van Norman~~
- 3) Is there a penalty if lease is not fulfilled?
 No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
 Yes
- 5) What is the total money borrowed for the business not including the lease?
 Please list each amount owed to lenders/individuals.
 0
- 6) Are there walk-up or drive-through windows on the premises?
 No
- 7) Does the establishment have a patio?
 No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Diagram LIQ.pdf	04/28/2026
RECORDS REQUIRED FOR AUDIT	lic_appreq.pdf	04/28/2026
ALIEN STATUS	lic_alienstat_access.pdf	04/28/2026
RESTAURANT OPERATION PLAN	lic_restaurantoperationplan_access.pdf	04/28/2026
QUESTIONNAIRE	lic_questionnaire_access.pdf	04/28/2026
ORGANIZATIONAL DOCUMENTS	11_Application.pdf	04/28/2026
	Menu.pdf	05/18/2026
	Audit_Records.pdf	05/18/2026
	lic_restaurantoperationplan_access.pdf	05/18/2026
	lic_questionnaire_access.pdf	05/18/2026
	PASSPORT.jpeg	05/18/2026
	Diagram LIQ.pdf	05/18/2026
	11_Application.pdf	05/18/2026



① Level 1
1/8" = 1'-0"

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DLLC USE ONLY

Job #:	398360
Date Accepted:	06-04-2024
LC:	SG
License #:	

RESTAURANT OPERATION PLAN

RESTAURANT SERIES 12 AND
HOTEL/MOTEL SERIES 11 ONLY

1. Name of restaurant (Please print): Earls Cafe at The Warner Hotel

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	N/A none
Oven	N/A none
Freezer	Lifepus Chest Freezer, 3.5 cubic feet Model: BC/BD-74D
Refrigerator	Westlake 48" Commercial Model: WESTLAKE-48R
Sink	Bonnlo 304 Stainless Sink Model
Dish Washing Facilities	KoolMoreSC101410-12B3
Food Preparation Counter (Dimensions)	2' x 8'
Other	

3. Attach a copy of your FULL menu with pricing INCLUDING NON-ALCOHOLIC BEVERAGES

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 70 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) _____ %

6. List the seating capacity for:

- a) Restaurant dining area of your premises: [40]
(DO NOT INCLUDE PATIO SEATING)
- b) Bar area [+ 6]
- TOTAL [= 46]

5/5/2025 4:13 PM Dept PM 2:57

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☐ Yes ☒ No
If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ Yes ☒ No
If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	1
Bartenders	2
Hostesses	0
Managers	1
Servers	0
Other ()	
Other ()	
Other ()	

05/04/2025 4:14 PM

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

Applicant Signature: 

Earls Cafe

AT THE HOTEL WARNER

55 Angus Street Bisbee AZ 85603

FOOD:

Breakfast Burrito	
Country (Egg, Cheese, & Potato)	\$8.50
Bacon (Egg, Cheese, Potato, & Bacon)	\$9.50
Turkey (Egg, Cheese, Potato, & Turkey)	\$9.50

Peanut Butter Honey Cinnamon Banana Toast \$7.00

Avocado Bruschetta Toast \$9.00

Bagels (Option of Cream Cheese or Butter +\$1.00) \$6.50

Everything

Plain

Blueberry

Maple Chia Overnight Oats \$7.00

Yogurt Parfait \$6.00

Hard Boiled Egg \$1.20

DRINKS:

	8oz	12oz	16oz
Espresso	\$3.00		
Machiatto	\$3.60		
Cortado	\$3.80		
Flat White	\$5.00	\$5.50	\$6.00
Latte	\$5.00	\$5.50	\$6.00
Cappuccino	\$5.00	\$5.50	\$6.00
Mexican Hot Chocolate	\$4.00	\$5.30	\$5.80
Chai	\$6.00	\$6.50	\$7.00
Tea	\$3.75	\$3.75	\$3.75
Drip Coffee	\$3.20	\$3.80	\$4.30

HOME MADE SYRUPS: \$.50

Mocha
Vanilla
Salted Caramel
Honey Cinnamon
(Ask about our Seasonal Syrups)

MILK OPTIONS:

Whole (included)	
Oat	\$.50
Almond	\$.50
Soy	\$.50
Breve	\$1.00

SERVED 5PM-8PM

COFFEE COCKTAILS:

Glass

Espresso Martini \$15.50
Tequila or Vodka, Espresso, Simple Syrup

The Carajillo (Mexican Staple) \$14.50
Tequila, Espresso, Vanilla Syrup

Mexican Coffee \$12.50
Tequila, Espresso, Ground Cinnamon

White Russian \$11.50
Vodka, Espresso, Milk

Vodka Espresso \$10.50

BEER:

Glass

Tombstone Brewing \$9.50
(Tombstone, Arizona)

Arizona Wilderness Brewing \$9.00
(Phoenix, Arizona)

Barrio Brewing \$8.50
(Tucson, Arizona)

WINE:

Glass

Bottle

High Lonesome \$9.50 \$55.00
(McNeal, Arizona)

Deep Sky Winery \$8.00 \$42.00
(Elgin, Arizona)

Flying Leap Vineyard \$8.50 \$44.00
(Wilcox, Arizona)

Hofmann Vineyards \$10.50 \$70.00
(McNeal, Arizona)

Provisioner Winery \$9.00 \$48.00
(Camp Verde, Arizona)

BRUSCHETTA BOARD:

Choose 3 of the selection below \$15

Brie, Apple, & Fig jam

Fresh Mozzarella, Tomato & Basil

Artichoke Spread

Smoked Salmon & Pesto

Smoked Salmon, Cream Cheese & Cappers

Ricotta, Dates & Pistachio

Salami & Pesto

Avocado, Tomato, & Sprouts

PHOTOGRAPH BY JEFFREY M. HARRIS



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

**RECORDS REQUIRED FOR AUDIT
 RESTAURANT/HOTEL/MOTEL**

DLLC USE ONLY

Job #:	398300
Date Accepted:	06-04-2026
LC:	SG
License #:	

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. 54-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): Warner Hotel
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of *all* food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, *accurate* inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each workday)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents that support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A) 7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(M)

For the purpose of this section:

Restaurant: an establishment that derives **at least forty percent (40%)** of its gross revenue from the sale of food

Gross revenue: the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

Declaration:

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

Signature: _____



MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE



Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

26 6 4 Lique. Dept PM 2:55

DLLC USE ONLY

Job #: 398300
Date Accepted: 06-04-2024
LC: SB
License #

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, **MUST** INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

805-833

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT

☒ CONTROLLING PERSON

☒ MANAGER

- Name: Kevin Cole Van Norman
Last First Middle
- Social Security #: (NOT a public record) Birth Date: (NOT a public record)
- Driver's License #: (NOT a public record) State Issued: AZ
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 03/30/1991
- Email address:
- Home Address:
- Daytime phone #: Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number:
- Business Name (doing business as): Warner Hotel
- Business Address: 55 Angius Ave Bisbee Arizona 85603

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

26 6 4 Ltr. Dept #1256

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☒ Agent ☒ Controlling Person ☒ Manager

Name of persons who will be handling the day to day operations: Kevin Cole Van Norman

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

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

Signature: _____

Date: 06/04/2026



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

ALIEN STATUS

DLLC USE ONLY	
Job #:	398300
Date Accepted:	06-04-2026
LC:	SG
License #:	

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Kevin Cole Van Norman

SECTION II – CITIZENSHIP OR NATIONAL STATUS

Are you a citizen or national of the United States? ☒ Yes ☐ No - If yes, indicate place of birth:

City Bisbee State arizona COUNTRY ~~cochise~~ USA

If you answered Yes, 1) Attach a legible copy of a document from the list below.

2) Name of document: passport

If you answered No, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

2025 6 4 1:49 PM EST

SECTION III – QUALIFIED ALIEN

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. § 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia. 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Kevin Cole Van Norman

Print Name

Signature

06/04/2026

Date

We the People

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*



[Handwritten Signature]

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. / Número

P USA

Surname / Nom / Apellido

VAN NORMAN

Given Names / Prénoms / Nombres

KEVIN COLE

Nationality / Nationalité / Nacionalidad



no \$

25 MAY 5 11:47 AM 8:20



FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	398300
Date Accepted:	06-04-2026
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 4/28/2026	Name of Applicant: Kevin Van-Norman	
Name of Fingerprint Technician: Edith A. Villa		
Fingerprint technician's Signature: Edith A. Villa #1915		
Fingerprint technician's Agency/company Name: Phoenix County Sheriff (Detention)		Phone Number: 5204327540
Type of Photo ID Provided (check one):		
☒ Driver's License	☐ Passport	☐ Other (Please specify)



POSTING

Job# _____

DLLC use only

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

Type or Print with Black Ink

Date of Posting: 7, 1, 26

Date of Posting Removal: 7, 22, 26

Applicant's Name: Van Norman Kevin Cole
Last First Middle

Business Address: 55 Angius Avenue Bisbee, AZ 85603
Street City Zip

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

David Snyder CSO 520-432-6000
Print Name of City/County Official Title Phone Number
[Signature] 7152 7-1-26
Signature Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Wednesday July 1st 2026

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

City of Bisbee Mayor & Council Special Session

PLACE 118 Arizona Street DATE/TIME July 28, 2026 / 5:01 PM

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

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

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

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: **July 28, 2026**☐ Regular ☒ Special**DATE ACTION SUBMITTED:** July 22, 2026**REGULAR** ☒ **CONSENT** ☐**TYPE OF ACTION:****RESOLUTION** ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐**SUBJECT:** Discussion and Possible Approval of an Intergovernmental Agreement with Cochise County for Election Supplies and Services for the General Election.**FROM:** Nina Williams, Acting City Clerk**RECOMMENDATION:** Approve IGA**PROPOSED MOTION:** I move to approve the Intergovernmental Agreement with Cochise County for Election Supplies and Services for the General Election.**DISCUSSION:**

This agreement will provide assistance in conducting the November 3rd Election for 2026.

During the 2024 election cycle the City of Bisbee had 1,640 ballots cast in the Primary Election.

There has been no increase in the charges for services. We will pay \$0.75 per voter registered voter in July of 2024 our registered voter count was 4,098.

FISCAL IMPACT: TBD (\$0.75 x's number of registered voters in the city)**DEPARTMENT LINE-ITEM ACCOUNT:** 10-53-74000**BALANCE IN LINE ITEM IF APPROVED:** TBD**Prepared by:**

Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Manager



To be completed by Public Agency

Public Agency: City of Bisbee

Entity Type: Local Government

Contact person: Nina Williams

Title: Acting City Clerk

Notice Address: 118 Arizona Street

Phone: (520) 432-6011

Email: NWilliams@BisbeeAZ.gov

Election Date(s): November 3, 2026

Complete IGA Agreement with
signatures and return to:

Elections@cochise.az.gov

520-432-8970

**The County will execute the final
IGA and return a copy to the City
or Town Clerk**

INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

This Agreement (“**Agreement**”), dated as of the date last date signed below, is made and entered by and between Cochise County (“**County**”), a county of the State of Arizona, the undersigned Cochise County Recorder, an individual and elected officer of County (“**County Recorder**”), and the above indicated entity, a “public agency” as defined pursuant to A.R.S. § 11-951 (“**Public Agency**,” and together with County and the County Recorder, each a “**Party**” and together the “**Parties**”).

WHEREAS, (i) pursuant to A.R.S. § 11-952, the County and Public Agency have the authority to enter into intergovernmental agreements (“**IGA**”) for the provision of services and for joint cooperative actions; (ii) pursuant to A.R.S. § 11-251(41), the County, through its board of supervisors (the “**Board**”), is empowered to lease its personal property to political subdivisions such as Public Agency; (iii) pursuant to A.R.S. § 16-172, Public Agency may use the County’s registration rolls to conduct its elections, provided that it negotiates a contract with the County Recorder for reimbursement of the expenses incurred in preparing such lists, and further provided that such contracts are prepared at least sixty (60) days in advance of the election; and (iv) pursuant to A.R.S. § 16-205, the County through its Board may enter into IGAs with Public Agency in order to administer the consolidated elections held within the County;

WHEREAS, in connection with the authorizations in the foregoing Recital, the Parties have the authority to enter this Agreement to provide for election supplies and services pursuant in anticipate with the election dates further described herein;

WHEREAS, the County owns and operates voting and ballot tabulating equipment and employs certified election officials;

WHEREAS, the Public Agency desires to participate in consolidated elections and to use the County’s election facilities and services and, when applicable, the County Recorder’s registration rolls pursuant to A.R.S. §§ 16-172 and 16-205(C); and

WHEREAS, the Parties have determined that the Public Agency’s use of certain services of the Cochise County Elections Department and the Cochise County Recorder’s Office are in the public interest and in each Party’s interest.

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 Public Agency, the **County** and the **County Recorder** for the below elections at the dates set forth below:

Election	Date
General	November 3, 2026

The County will provide election services using a vote center model for Public Agency to participate in the consolidated state primary and general elections. The County will not provide election services for any Public Agency mail-ballot election scheduled on the statewide primary or general election dates.

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

A. Election Equipment:

- (i) Provide E-Poll book tablets (electronic poll register) prepared from the voter records of the County Recorder for the purpose of identifying the electors qualified to vote in the above-mentioned elections.
- (ii) Provide touchscreen voting equipment and tabulation equipment at designated vote centers, for vote center model elections.
- (iii) Provide central election tabulation equipment for early ballots.
- (iv) Provide election reporting system.
- (v) Provide signage and supplies (paper rolls for machines, tape, scissors, etc.)

B. Administrative Elections Department services to include the following:

- (i) If the Public Agency is a Special District or School District, provide Public Agency a jurisdictional calendar of election responsibilities.
- (ii) If the Public Agency is a Special District,
 - (a) Provide nominating petitions and other necessary information to prospective candidates for the Public Agency's board.
 - (b) Accept candidates' nomination documents, campaign finance reports and other documents required for filing and act as the filing officer, as defined by A.R.S. § 16-901(27).
- (iii) Obtain facilities for use as vote centers located throughout the County.
- (iv) Provide public notice and conduct logic and accuracy tests of programs and equipment in accordance with state law including, without limitation, A.R.S. § 16-449.
- (v) Provide early, election day, and provisional ballots as required.
- (vi) Provide Public Agency sample ballots and other written notice of ballot content deadlines to Public Agency, if required, for public distribution through the Public Agency, within thirty (30) days prior to election.
- (vii) Deliver and pickup equipment, ballots, signage and supplies.
- (viii) Provide abstract of results of tabulation to include total ballots cast within the Public Agency, total votes for each candidate, question or proposition.
- (ix) Validate, process and count ballots.
- (x) Canvass the elections as required and provide documentation to Public Agency.
- (xi) If the Public Agency is a School District or Community College District, the Cochise County School Superintendent shall prepare and issues certificates of election to candidates declared to be elected.
- (xii) Provide for storage and destruction of ballots and election related materials in compliance with the State of Arizona Retention Schedule guidelines.
- (xiii) If an automatic recount is required pursuant to A.R.S. § 16-661 for a Public Agency race and no other County races are subject to a recount, the County shall:
 - (a) Post a notice for logic and accuracy testing of election equipment no later than twenty-four (24) hours after the Public Agency's official canvass, provided that County agrees to work in good faith with the Public Agency to post the logic and accuracy notice prior to the canvass to arrange for testing to begin promptly after the canvass.

Notwithstanding the foregoing, nothing herein shall be construed as either an assumption or limitation of Public Agency's obligations described in Section 3(A)(i) or otherwise required by law.

- (b) Begin tabulation of the recounted race(s) immediately following the successful passage of the logic and accuracy test of the electronic voting systems and must tabulate each business day until the recount is completed unless an equipment or system malfunction prevents tabulation. If the Public Agency requests, and/or the County desires, to work on a weekend or holiday to complete the recount, it will require written approval from both Parties and a clear statement of additional costs that may be incurred prior to the County working on weekends or legal holidays.
 - (c) When tabulation begins, provide daily reports to the MUNICIPALITY's town clerk, city clerk or analogous officer (the "Town Clerk") about the general progress of the recount and estimated time for completion of tabulation and required reports.
 - (d) Immediately notify the Public Agency of any concerns or issues that arise with the recount.
 - (e) Provide the sealed recount results to the Town Clerk no later than ten (10) calendar days after the Public Agency's official canvass.
- (xiv) If the Public Agency is a Municipality, and if an automatic recount is required pursuant to A.R.S. § 16-661 for other races within the County, including a Public Agency race, the County shall coordinate with the Public Agency on jointly filing a recount petition with the superior court to conduct the recount in accordance with state law and the State Elections Procedures Manual.

C. County Recorder's Office services to include the following:

- (i) Provide for all Early Voting functions to include mailing early ballots and conducting in person early voting at the County Recorder's Office in Bisbee.
- (ii) Provide for all Voter Registration functions.
- (iii) Conduct Emergency Day Voting and Special Election Boards as required.
- (iv) Perform signature verification of early ballot affidavit envelopes and maintain voter credit in the state voter registration system.

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

- (i) Ballot layout and design for all ballot styles to be approved by Jurisdiction.
- (ii) Programming the operation of voting and tabulating equipment.
- (iii) Programming the operation of the election reporting module.
- (iv) Printing, folding, insertion and mailing Early Ballots and required notices, excluding Informational Publicity Pamphlets if required by Public Agency.

E. Arrange for election board workers:

- (i) Hire qualified election board workers to include all Boards required and Vote Center workers.
- (ii) Train, supervise and pay election board workers.

F. Provide an estimate of the aggregate cost of the services. The estimate is non-binding and provided solely for budgeting purposes; the Public Agency agrees to pay the actual costs incurred as set forth in Exhibit A.

3. PUBLIC AGENCY DUTIES: The Public Agency understands and agrees to the following:

A. For All Public Agencies:

- (i) The Public Agency retains the primary responsibility for ensuring that its election is called, noticed, held and conducted in the manner required by applicable local, state and federal laws and that neither County nor County Recorder assumes responsibility under this Agreement for any aspects of this election other than those that are expressly stated in Paragraph 2.
- (ii) With respect to any specific election for which the Public Agency desires services and supplies pursuant to this Agreement, the Public Agency shall provide written notice of the election to the County at least one hundred and eighty (180) days prior to such election.
- (iii) If an election is cancelled prior to programming or printing ballots, the Public Agency shall reimburse the County for actual administrative costs per the Fee Schedule.
- (iv) Public Agency 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.
- (v) The Public Agency shall pay the County in a timely manner or in any event within thirty (30) days of receipt of invoice. County will have all remedies available at law or in equity to recover unpaid amounts. In the event the Public Agency fails to timely pay any fees due under this Agreement, including those set forth in Exhibit A, the County may pursue legal action to recover all unpaid amounts, and the Public Agency shall be liable for any

resulting damages. The County shall further be entitled to recover its reasonable attorney's fees and costs incurred in enforcing the Public Agency's payment obligations, to the fullest extent permitted by A.R.S. § 12-348.01 and other applicable law.

- (vi) The Public Agency understands that it will be billed on one invoice by the Elections Department and the County Recorder's Office for election services provided by both departments and as outlined in the attached respective fee schedules.

B. If the Public Agency is a Municipality:

- (i) The Public Agency shall provide nomination petitions and other necessary information to prospective candidates and act as the filing officer to accept documents, reports and statements filed by candidates (as required by law including, without limitation, A.R.S. § 16-928), as well as all campaign finance reports within the Public Agency's jurisdiction.
- (ii) The Public Agency 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 and by the date requested by the County, including, but not limited to the following:
 - (a) The Public Agency shall provide the County with a certified list of the measures to appear on the official ballot, including their order of appearance, no later than one hundred nineteen (119) days prior to the election. However, the County shall assign numbers to each measure.
 - (b) The Public Agency shall provide the County with the list of candidates and their order of appearance no later than one hundred nineteen (119) days prior to the election.
 - (c) The Public Agency shall provide the County with the names of any write-in candidates, if applicable, as prescribed by law, no later than sixty-two (62) days prior to the election.
 - (d) The Public Agency shall notify the County of any offices and/or candidates that will continue to the general election ballot, if applicable, in accordance with applicable election laws and deadlines.

- (e) Translation of the ballot text, if applicable, shall be provided by the Public Agency.
- (f) The Public Agency is responsible for any language, layout, design, proofing, printing, mailing, and distribution of any Informational Publicity Pamphlets specific to a Public Agency ballot measure.
- (g) The Public Agency is responsible for final ballot proof approval.
- (iii) Public Agency shall ensure personnel are available each business day during the cure period to process conditional provisional ballot identification documentation and to transmit same to the Recorder's Office. Public Agency agrees to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of ballots cured to the Recorder's Office.
- (iv) If an automatic recount is required pursuant to A.R.S. § 16-661 for a Public Agency race and no other County races are subject to a recount, the Public Agency shall:
 - (a) Notify the County if a recount is required within forty-eight (48) hours of receiving the final unofficial election results from the County.
 - (b) Notify the County when the Public Agency's canvass is scheduled and completed.
 - (c) Notify the County of the scheduled court date for recount hearing and promptly provide the court order for recount to the County for the County to begin tabulation and reporting.
 - (d) Pay for the cost of the Public Agency's recount unless waived by the County in writing.
- (v) If an automatic recount is required pursuant to A.R.S. § 16-661 for other races within the County, including a Public Agency race, the Public Agency shall coordinate with the County on jointly filing a recount petition with the superior court to conduct the recount in accordance with state law and the State Elections Procedures Manual
- (vi) The Public Agency will publish all legal notices in connection with a Public Agency election with the exception of the logic and accuracy testing

notification(s) as described in sections 2(B)(2) (County Duties) and 2(B)(10)(a) (Recounts) of the Agreement.

- (vii) The Public Agency will at all times comply with the laws and regulations regarding the conduct of elections.

C. If the Public Agency is a Special District:

- (i) The Public Agency shall provide a certified list of measures and the order of appearance of the measures to the Elections Department within a specified time frame in the exact wording (in English and in Spanish, in short and long text format) of any Proposition or ballot Question to be included on the ballot, in the format requested by the County.
- (ii) The Public Agency shall submit an affidavit of compliance with election laws prior to the election to the Clerk of the Board of Supervisors.
- (iii) The Public Agency's Board shall canvass the election at a public meeting, certify the results, and file the certified official canvass with the Clerk of the Board of Supervisors.

D. If the Public Agency is a School District or Community College District provided that for items (ii) – (vi) below, the filing officer shall be the County School Superintendent unless otherwise noted:

- (i) The Public Agency shall provide a certified list of measures and the order of appearance of the measures to the Elections Department within a specified time frame in the exact wording (in English and in Spanish, in short and long text format) of any Proposition or ballot Question to be included on the ballot, in the format and by the date requested by the COUNTY.
- (ii) Provide nominating petitions and other necessary information to prospective candidates for the school board.
- (iii) Accept candidates' nomination documents, financial disclosure statements, campaign finance reports and other documents required for filing and act as the Filing Officer.
- (iv) Provide the Elections Department with the names of any Write-in candidates as prescribed by law.
- (v) Provide and distribute publicity pamphlets, if required, for public distribution through the Public Agency at the cost of the Public Agency.
- (vi) Meet with the Chair of the Board of Supervisors or a designee to canvass the results, which may take place at the Board's public canvass if the superintendent is present. All school district election results, including questions, must be canvassed and delivered to the Board of Supervisors or

Elections Department as prescribed by Arizona law and the State Elections Procedures Manual.

4. TERM. This Agreement is effective on the last date signed below (the “Effective Date”) and shall terminate, with respect to each election, upon resolution of all matters connected with the election(s) described herein, legal challenges excepted, or upon written notice by either Party to the other within thirty (30) days of the Effective Date of this Agreement. After the 30-day initial window, this Agreement may be terminated only by mutual written agreement, for cause or for such reasons as are expressly stated in this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, Public Agency shall be solely responsible for defending, legally or otherwise, said election(s).

5. MISCELLANEOUS PROVISIONS

- A. Manner of Financing and Budget.** Each Party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement and agrees that such funds shall be solely available therefor.
- B. Disposition of Property.** The Parties do not anticipate the joint acquisition of property during the term of this Agreement. Nonetheless, in accordance with A.R.S. § 11-952(B)(4), any property acquired during the Term shall be returned to the purchasing Party no more than thirty (30) calendar days from the date of termination of this Agreement.
- C. Assurance of Public Entity Insurance.** Each of (i) the County (on its own behalf and on behalf of the County Recorder), as political subdivision of the State of Arizona engaged in the performance of its mandatory statutory duties, and (ii) the Public Agency, as a political subdivision of the State of Arizona engaged in the performance of its mandatory statutory duties, avows to each other Party that it has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.
- D. Indemnification.** To the extent permitted by law, each Party to this Agreement shall indemnify, defend and hold harmless each 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 gross negligence or intentional misconduct of the indemnifying Party, its agents, officers, employees or anyone acting under its direction, control or on its behalf. Neither Party shall be liable for delays or failures caused by events beyond reasonable control, including natural disasters, emergencies, or large-scale election disruptions. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement shall

expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

- E. Cancellation For 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.
- F. 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.
- G. 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.

- H. 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
- I. 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.

- J. Notice. All written communications to Public Agency shall be addressed and mailed to, or personally served at, the notice address indicated by Public Agency on the first page of this Agreement. For all other Parties, all written communications shall be addressed and mailed or personally served upon the Parties, as follows:

COCHISE County

Melissa Avant, Director
Cochise County Elections
1415 Melody Lane, Bldg. E
Bisbee, AZ 85603

County Recorder

Billy Cloud, Recorder
Cochise County Recorder
1415 Melody Lane, Bldg. B
Bisbee, AZ 85603

Notwithstanding the above notice requirements, any routine communications between the Parties that do not affect the rights of obligations of the Parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received via email.

- K. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- L. 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.
- M. Agreement Modification. This Agreement may only be modified in writing and must be signed by each Party and their duly authorized agents. **Exhibit A** may be updated annually by the County without requiring amendment of this Agreement.
- N. Breach. Failure by the County and/or Public Agency 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.
- O. Waiver of Conflict. The Parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department and the Cochise County Recorder's Office and may or may not also represent the other Public Agency in this or 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.

- P. Public Records Law. Notwithstanding any provision in the Agreement to the contrary, disclosure of any documents or records are subject to Arizona Public Record Law, A.R.S. § 39-121, *et seq.* Public Agency will be responsible for responding to public records requests relating solely to Public Agency offices, candidates, or measures. County will respond only to requests related to records in its custody.
- Q. 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.

[Signature Page Follows]

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

PUBLIC AGENCY:

COCHISE COUNTY:

By: _____
Name: Ken Budge
Its: City of Bisbee Mayor

By: _____
Frank Antenori, Chairman
Cochise County Board of Supervisors

COCHISE COUNTY RECORDER:

Billy Cloud

ATTEST:

ATTEST:

Name: Nina Williams
City of Bisbee Acting City Clerk

Lara Loewenheim, Clerk
Cochise County Board of Supervisors

Pursuant to A.R.S. § 11-952(D), each undersigned attorney has reviewed the foregoing Agreement (including, if applicable, any ancillary documents, exhibits or addenda thereto) and has determined that the Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the party said attorney represents.

Name: Joseph D. Estes
Its: City of Bisbee City Attorney
Date: _____

Dylan Hendel
Cochise County Civil Deputy County Attorney
Date: _____

EXHIBIT A

COCHISE COUNTY ELECTION FEE SERVICES SCHEDULE	<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	Public Agency 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 - Express Vote 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: **July 28, 2026**☒ **Regular** ☐ **Special****DATE ACTION SUBMITTED:** July 22, 2026**REGULAR** ☒ **CONSENT** ☐**TYPE OF ACTION:****RESOLUTION** ☒ **ORDINANCE** ☐ **FORMAL ACTION** ☐ **OTHER** ☐

Discussion and Possible Approval of Contract Amendment No. 2 with the Arizona Department of

SUBJECT: Corrections to add Parks and Public Works, which were inadvertently omitted from the renewal.**FROM:** **Matthew Gurney, Public Works Director****RECOMMENDATION:** **Approval****PROPOSED MOTION:** I move to approve the Contract Amendment No. 2 with the Arizona Department of Corrections to add Parks and Public Works, which were inadvertently omitted from the renewal.**DISCUSSION:**

During the renewal of the Agreement with the Arizona Department of Corrections, the Parks and Public Works departments were inadvertently omitted from the renewal documents. Contract Amendment No. 2 corrects this oversight by adding both departments to the agreement, allowing them to continue utilizing inmate work crews as originally intended. Approval of this amendment will ensure the agreement accurately reflects all participating departments.

FISCAL IMPACT: **\$1/HR****DEPARTMENT LINE-ITEM ACCOUNT:** **TBD****BALANCE IN LINE ITEM IF APPROVED:** **TBD****Prepared by:**
Matthew Gurney
Public Works Director**Reviewed by:**
Ashlee Coronado,
City Manager

	Amendment No. 2 25-014-30 Landscaping, roadside cleanup, cemetery brush abatement - City of Bisbee	Arizona Department of Corrections, Rehabilitation & Reentry 701 E. Jefferson Street Phoenix, AZ 85034
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This Contract, entered into between the City of Bisbee (Contractor), and the Arizona Department of Corrections, Rehabilitation, and Reentry (ADCRR), for and on behalf of its Arizona State Prison Complex – Douglas (ASPC-Douglas)(ADCRR, or Department), is amended as follows in accordance with Special Terms and Conditions Section 2.0:

1. Inmate compensation identified in Section 4 is modified as follows:

FROM:

4. Contractor shall pay ADCRR for inmate labor at the rate of fifty cents (\$.50) per hour for each inmate.

TO:

4. Contractor shall pay ADCRR for inmate labor at the rate of one dollar (\$1.00) per hour for each inmate.
2. Attachment 6, “Work Location” is revised and included in this Amendment 1.

All other terms and conditions of this Contract remain the same. **IN WITNESS WHEREOF**, the parties hereto agree to this Amendment.

CITY OF BISBEE		ARIZONA DEPARTMENT OF CORRECTIONS, REHABILITATION, AND REENTRY	
_____ Signature of Authorized Individual	_____ Date	_____ Signature of Authorized Individual	_____ Date
<u>Ken Budge</u> Typed Name		_____ Typed Name	
<u>Mayor</u> Typed Title		<u>Chief Procurement Officer</u> Typed Title	
<u>118 Arizona Street, Bisbee, AZ 85603</u> Typed Address		<u>701 E. Jefferson St. Phoenix, AZ 85034</u> Typed Address	

	Amendment No. 2 25-014-30 Landscaping, roadside cleanup, cemetery brush abatement - City of Bisbee	Arizona Department of Corrections, Rehabilitation & Reentry 701 E. Jefferson Street Phoenix, AZ 85034
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Additional Signatures if Applicable

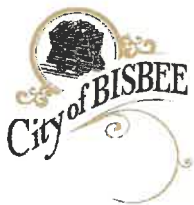
_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Typed Name		_____ Typed Name	
_____ Typed Title		_____ Typed Title	



**Attachment #6
Work Location
No. 25-014-30**

Arizona Department of Corrections,
Rehabilitation & Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

Work Hours	Monday through Friday 8:00am to 2:00pm, or as agreed upon in writing by Contractor and ASPC-Complex		
	Location	Preferred Number of Inmates	Supervision
As Agreed upon by Contractor and ASPC-Complex	<u>City Garage</u> 940 S Tovreaville Rd, Bisbee AZ 85603 <u>Bisbee Parks</u> Multiple Locations <u>Bisbee Public Works (Streets)</u> Multiple Locations	25	Contractor and ADCRR



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 28, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 22, 2026

REGULR ☒ **CONSENT** ☐

TYPE OF ACTION:

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

Discussion and Possible Approval of Marsh Development Inc. Modification No. 1 for the Rehabilitation

SUBJECT: of the Fair Store Glass Sidewalks Project at 37 Main Street.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve Modification No. 1 for the Rehabilitation of the Fair Store Glass Sidewalks Project at 37 Main Street.

DISCUSSION:

During the rehabilitation of the Fair Store Glass Sidewalks at 37 Main Street, unforeseen structural conditions were encountered that required immediate attention. Once the sidewalk was opened, the project team discovered deficiencies within the supporting CMU walls that were not visible during project planning and design. The proposed change order addresses these conditions and is necessary to ensure the structural integrity of the sidewalk, avoid further project delays, and allow construction to be completed safely.

FISCAL IMPACT: \$8,776.09

DEPARTMENT LINE-ITEM ACCOUNT: 21-40-46210

BALANCE IN LINE ITEM IF APPROVED: \$909,270.91

Prepared by:

Nina Williams
Nina Williams
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Manager



4657 S. Contractors Way
Tucson, AZ 85714
www.marsh-development.com
Federal Tax ID: 72-158-1901
ROC 235112, 256061
Office: (520) 439-4034

Rehabilitation of the Fair Store Glass Sidewalks at 37 Main Street in

Bisbee, AZ

Date 7-22-2026.

The City of Bisbee

118 Arizona St.

Bisbee, AZ 85603

Attn: Logan Dodd (520) 255-4436

ldodd@bisbeeaz.gov

Project location Old Bisbee located at 37 Main Street, Bisbee, AZ.

Marsh Development Inc. (MDI) is pleased to submit this proposal for **Modification No. 1** to address unforeseen conditions encountered with the existing CMU wall located in the basement per RFI 003.

Scope of Work:

- Remove and replace damaged and broken CMU blocks as required.
- Repoint mortar joints as necessary to complete the repairs.
- Install #5 vertical reinforcing steel in each CMU cell.
- Grout all open cells solid to the finished basement elevation.
- Vibrate all cells during the grouting process to ensure proper consolidation and placement.
- Provide one additional grout test for the grout being pumped into the wall.

Schedule Impact:

The additional work described above will require an **additional seven (7) calendar days** to the current project schedule to complete.

Total Price:

\$8,776.09

Please feel free to contact me if you have any questions or concerns.

Sincerely,
Jason Marsh

Marsh Development Inc
450 N Huachuca BLVD
Huachuca City 85616
Office 520-439-4034
Fax 520- 429-0208