

ATTENTION

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

Due to Covid 19 this meeting will be conducted electronically by Zoom and Facebook. The public can join, listen and view the meeting as follows:

- City's Facebook page (<https://www.facebook.com/COB118Arizona/>). A Facebook account is not necessary.
- Zoom by calling in at 1-346-248-7799 or by the following link <https://us02web.zoom.us/j/83438786368> the meeting/webinar ID is 834 3878 6368.
- The public can submit comments that will be read at the dais by a staff member to publiccomment@bisbeeaz.gov. Citizens can also be recognized to speak during the meeting only if they sign up ahead of time at the email address above. Please indicate if you are signing up to speak under Call to the Public or a specific item number.

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, AUGUST 4, 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:

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 July 21, 2020 at 7:00 pm.
Ashlee Coronado, City Clerk

OLD BUSINESS

3. Discussion and Possible Approval of Ordinance O-20-12, Authorizing the Acceptance of a Transfer of Real Property from William D. Lyon to the City of Bisbee located on Chihuahua Hill above Ok Street, Bisbee.
Theresa Coleman, City Manager

NEW BUSINESS

4. Discussion and Possible Approval of Health Insurance Portability and Accountability ACT (HIPPA) Business Associate Agreement with Paid in Full.
Keri Bagley, Finance Director
5. Discussion and Possible Approval of an Agreement with Epic Fuels for credit card processing at the New Airport Fuel Terminal.
Keri Bagley, Finance Director
6. Discussion and Possible Approval for the purchase of 16 Body Cameras for the Bisbee Police Department using Office of the Arizona Attorney General’s Office grant in the amount of \$20,000 the remainder of the total amount of \$64,883.53 using General Fund Police Budget Capital Improvements to be paid in 4 annual installments.
Albert Echave, Police Chief
7. Discussion and Possible Direction on Ambulance Subscriptions.
Theresa Coleman, City Manager
8. Discussion and Possible Direction on the use of Air Brakes (Jake Brake).
David M. Smith, Mayor

9. Discussion and Possible Recommendations regarding the evaluation of the job performance of Theresa Coleman, City Manager.

David M. Smith, Mayor

10. City Manager's Report:

- Other Current events (No Discussion)

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

ADJOURNMENT:

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

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

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 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	653392	STREETS FUEL/UNLEADED	07/13/2020	2,213.37	.00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLEUM	653392	STREETS FUEL/DIESEL	07/13/2020	549.49	.00	
10-2020203 DENTAL INSUR PAYABLE							
2233	DELTA DENTAL of ARIZONA	794904	Dental insurance premiums for Au	07/20/2020	3,281.99	3,281.99	07/23/2020
2233	DELTA DENTAL of ARIZONA	794905	Cobra Dental premiums for August	07/20/2020	95.94	95.94	07/23/2020
10-2020400 FWT/FICA PAYABLE							
3271	SUPPORT PAYMENT CLEARING	20-0725	Child Support Payments for PPE	07/25/2020	493.25	.00	
10-2020800 AZ STATE RETIREMENT PAYABLE							
5502	AZ STATE RETIREMENT SYSTE	ACH 0717	Reimburse ACH 7/17/2020 -Re: T	07/16/2020	20.20	20.20	07/22/2020
10-2020802 DEFERRED COMPENSATION PAYABLE							
1823	NATIONWIDE RETIREMENT SO	20-0725	Deferred Comp for PPE 7-25-202	07/25/2020	3,448.16	.00	
10-2021001 HEALTH INSURANCE PAYABLE							
6917	BLUE CROSS BLUE SHIELD OF	037849-08-20-	Health insurance premuim Buy-up	07/17/2020	10,322.33	10,322.33	07/23/2020
6917	BLUE CROSS BLUE SHIELD OF	037849-08-20-	Health insurance premium Core P	07/17/2020	33,904.11	33,904.11	07/23/2020
10-2021002 ADDITIONAL LIFE INSUR PAYABLE							
5455	MUTUAL OF OMAHA	1098775677	Voluntary Life & AD&D	06/16/2020	593.09	593.09	07/23/2020
5455	MUTUAL OF OMAHA	1098775677	Employer Pd. Life Ins.	06/16/2020	803.25	803.25	07/23/2020
10-2021005 AFLAC INSURANCE PAYABLE							
2111	AFLAC	767372	AFLAC invoice for July	07/25/2020	2,484.69	2,484.69	07/23/2020
10-2021007 VISION CARE INSUR PAYABLE							
2344	VISION SERVICE PLAN	809940431-08-	Vision Care for August 2020	07/18/2020	1,105.38	1,105.38	07/23/2020
10-2021008 HEALTH INSURANCE-COBRA							
6917	BLUE CROSS BLUE SHIELD OF	037849-08-20-	COBRA Insurance - August	07/17/2020	494.95	494.95	07/23/2020
10-34-10510 CEMETERY MAINTENANCE FEES							
1024	GARY FARLEY	20-0723	REIMBURSEMENT-OVERPAYME	07/23/2020	100.00	.00	
10-34-40066 AMBULANCE FEES							
7076	LISA FAITH	19-3198	OVERPAYMENT ON AMBULANC	07/29/2020	200.00	.00	
Total :					60,108.20	53,105.93	
CITY MANAGER							
10-51-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1098775677	STD - City Mgr.	06/16/2020	22.43	22.43	07/23/2020
10-51-24000 PHONES							
6050	VERIZON	9858663489	City Manager	07/13/2020	56.15	56.15	07/22/2020
Total CITY MANAGER:					78.58	78.58	
FINANCE DEPARTMENT							
10-52-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1098775677	STD - Finance	06/16/2020	89.09	89.09	07/23/2020
10-52-43120 OTHER FEES							
1829	POSTMASTER - BISBEE MAIN O	20-0727	YEARLY RENEWAL FIRST-CLAS	07/27/2020	240.00	.00	
Total FINANCE DEPARTMENT:					329.09	89.09	
CITY CLERK							
10-53-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1098775677	STD - City Clerk	06/16/2020	32.76	32.76	07/23/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-53-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYMENT SYSTE	20-0707	ELECTIONS TRAINING	07/07/2020	25.00	25.00	07/27/2020
10-53-13500 SUBSCRIPTIONS & DUES							
5989	INTERNATIONAL INSTITUTE OF	20-0630	IIMC MEMBERSHIP APP/WILLIA	06/30/2020	110.00	.00	
10-53-24000 PHONES							
6050	VERIZON	9858863489	City Clerk	07/13/2020	36.55	36.55	07/22/2020
10-53-34000 CONTRACT SERVICES							
4012	DOC UNITED IMAGING, LLC	102348	LASERFICH ANNUAL SUPPORT	07/15/2020	1,281.48	.00	
Total CITY CLERK:					1,485.79	94.31	
COMMUNITY DEVELOPMENT							
10-54-21000 ELECTRIC - SHELTER							
1097	AZ PUBLIC SERVICE (2 of 3)	1587010000-0	938 Tovreaville Rd Kennel #15870	07/27/2020	217.48	217.48	07/27/2020
10-54-24000 PHONES - SHELTER							
4192	CENTURY LINK	420B-05-20	ANIMAL SHELTER 520-432-8020	06/23/2020	41.84	41.84	07/27/2020
10-54-24001 INTERNET FEES - SHELTER							
4059	SPARKLIGHT	20-0723/AS	Internet Svc-Animal Shelter	07/20/2020	88.94	88.94	07/22/2020
10-54-46000 OPERATIONAL EXPENSES							
1016	CARAHSOFT TECHNOLOGY CO	22218202INV	TAX	07/01/2020	76.51	76.51	07/22/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	PROPERTY RECORDING	07/07/2020	17.00	17.00	07/27/2020
10-54-46542 ANIMAL SHELTER EXPENSES							
3500	BISBEE ELECTRIC	304393	AC UNIT REPAIR, INSTALLED L	06/21/2020	1,005.00	.00	
6544	FRIENDS OF BISBEE ANIMAL S	20-0801	AUGUST PAYMENT	08/01/2020	6,666.00	6,666.00	07/28/2020
10-54-50100 BLDG REPAIR & MAINT-SHELTER							
1862	B&D LUMBER & HARDWARE	177134	SOLID ALUM SHEET, PLSTC ST	07/20/2020	42.21	.00	
Total COMMUNITY DEVELOPMENT:					8,154.98	7,107.77	
ADMINISTRATION & GENERAL GOVT							
10-55-13500 SUBSCRIPTIONS & MEMBERSHIPS							
1695	SEAGO	20-0723	FY21 ANNUAL DUES & RTAC M	07/23/2020	2,715.00	.00	
10-55-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0149540000-0	118 AZ Street - #0149540000	07/27/2020	67.88	67.88	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	1097842562-0	Tovreaville Rd #1097842562	07/27/2020	493.47	493.47	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	7290017491-0	2118 Newell St. Naco #72900174	07/27/2020	106.88	106.88	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	7844594365-0	Tovreaville Rd Trlr #7844595365	07/27/2020	168.33	168.33	07/27/2020
10-55-24000 PHONES							
4192	CENTURY LINK	408B-05-20	FAX 520-432-7647 408B	06/23/2020	34.65	34.65	07/27/2020
4192	CENTURY LINK	422B-05-20	CITY HALL 520-432-7380 422B	06/23/2020	105.69	105.69	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	YIPTL PHONE SERVICE	07/07/2020	1,295.76	1,295.76	07/27/2020
10-55-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	103445410001	LABELS GOLD	07/02/2020	16.12	.00	
6340	OFFICE DEPOT	104953036001	CREDIT	07/09/2020	16.12-	.00	
10-55-42050 NON CAP ADMIN EQUIP/FURN							
1017	RICHARD FULTZ	20-0718	FABRICATION AND INSTALLATI	07/18/2020	225.00	.00	
10-55-43500 POSTAGE							
6943	CORPORATE PAYMENT SYSTE	20-0707	POSTAGE	07/07/2020	250.00	250.00	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	POSTAGE	07/07/2020	250.00	250.00	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	USPS	07/07/2020	112.00	112.00	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	POSTAGE	07/07/2020	250.00	250.00	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	POSTAGE	07/07/2020	250.00	250.00	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	POSTAGE	07/07/2020	250.00	250.00	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	STAMPS.COM	07/07/2020	27.39	27.39	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	CERTIFIED LETTERS	07/07/2020	21.00	21.00	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	STAMPS.COM SUPPLIES	07/07/2020	56.64	56.64	07/27/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ADMINISTRATION & GENERAL GOVT:					6,679.69	3,739.69	
PERSONNEL							
10-56-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1098775877	STD - Personnel	06/16/2020	22.43	22.43	07/23/2020
10-56-24000 PHONES							
6050	VERIZON	9858663489	HR	07/13/2020	37.16	37.16	07/22/2020
10-56-41500 OFFICE SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	20-0707	TAX	07/07/2020	17.84	17.84	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	FILE FOLDERS	07/07/2020	65.97	65.97	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	FILE JACKETS	07/07/2020	61.02	61.02	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	SHEET PROTECTOR	07/07/2020	30.40	30.40	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	LABEL TAPE	07/07/2020	28.74	28.74	07/27/2020
10-56-42020 PRINTING & REPRODUCTION							
6943	CORPORATE PAYMENT SYSTE	20-0707	TAX	07/07/2020	16.92	16.92	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	CARDSTOCK	07/07/2020	12.29	12.29	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	PRESENTATION BOOK	07/07/2020	29.98	29.98	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	TONER	07/07/2020	133.78	133.78	07/27/2020
Total PERSONNEL:					456.53	456.53	
LEGAL SERVICES							
10-57-31100 PROFESSIONAL FEES - LEGAL							
1139	AZ MUNICIPAL RISK RTNTN PO	20-0729	BUDGE LAWSUIT-GL98749 (20%	07/29/2020	5,015.00	.00	
Total LEGAL SERVICES:					5,015.00	.00	
WATER SYSTEMS							
10-58-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	6224970000-0	Douglas RD Pump - #822497000	07/20/2020	43.14	43.14	07/22/2020
1097	AZ PUBLIC SERVICE (2 of 3)	7117441000-06	Tombstone Cyn Pump #71174410	07/20/2020	320.58	320.58	07/22/2020
Total WATER SYSTEMS:					363.72	363.72	
INFORMATION SYSTEMS							
10-59-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	20-0707	LOGMEIN GOTOMEETING	07/07/2020	68.17	68.17	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	GODADDY.COM	07/07/2020	251.88	251.88	07/27/2020
Total INFORMATION SYSTEMS:					320.05	320.05	
POLICE DEPARTMENT							
10-62-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1098775677	STD - Police Officers (Sworn)	06/16/2020	493.86	493.86	07/23/2020
5455	MUTUAL OF OMAHA	1098775677	STD/LTD - Police (Non-Sworn)	06/16/2020	85.59	85.59	07/23/2020
10-62-12300 UNIFORMS & CLOTHING							
5567	DIAMONDBACK POLICE SUPPL	5600	UNIFORM/OLSEN	07/06/2020	195.61	.00	
5567	DIAMONDBACK POLICE SUPPL	5604	UNIFORM/OLSEN	07/07/2020	17.54	.00	
5567	DIAMONDBACK POLICE SUPPL	5620	UNIFORM/BRENNAN	07/10/2010	99.78	.00	
6479	FX TACTICAL	11-10015235	UNIFORMS/OLSEN	07/22/2020	44.55	.00	
6479	FX TACTICAL	11-10015236	UNIFORMS/BRENNAN	07/22/2020	303.77	.00	
6479	FX TACTICAL	11-10015237	UNIFORMS/OLSEN	07/22/2020	470.54	.00	
6479	FX TACTICAL	11-10015238	UNIFORMS/COX	07/22/2020	66.28	.00	
6436	GALLS, LLC	16073986	UNIFORMS/CLINE	07/16/2020	860.50	.00	
5637	LONG, CHRISTOPHER	20-0725	RMBRSMT- UNIFORM	07/25/2020	71.16	.00	
6975	VALENZUELA, JESUS	20-0725	REIMBURSEMENT-UNIFORM	07/25/2020	218.97	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-62-12500 RECRUITMENT/EMPLOYEE TESTING							
7039	COURTNEY MEDICAL GROUP	20-0430	DRUG-SCREENING-PRE-EMPL	04/30/2020	100.00	.00	
7039	COURTNEY MEDICAL GROUP	20-0709	DRUG-SCREENING-PRE-EMPL	07/09/2020	100.00	.00	
10-62-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	20-0707	LODGING FOR TRAINING	07/07/2020	101.45	101.45	07/27/2020
10-62-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0546921000-0	1 W HWY 92 Police #054692100	07/27/2020	899.40	899.40	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	0625720000-0	938 BTovreaaville Rd Impound Lot	07/27/2020	52.38	52.38	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	8692621000-0	129 Tank Hill D - #8692621000	07/20/2020	89.81	89.81	07/22/2020
10-62-22000 WATER							
1106	AZ WATER COMPANY	03109045754-	35 HWY 92 T/CIR #03109045754	07/20/2020	72.42	72.42	07/22/2020
10-62-24000 PHONES							
4192	CENTURY LINK	402B-05-20	POLICE 520-432-2281 402B	06/23/2020	285.15	285.15	07/27/2020
6050	VERIZON	9858663489	Police	07/13/2020	882.42	882.42	07/22/2020
10-62-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	20-0723/BPD	Internet Svc-Police Department	07/20/2020	127.39	127.39	07/22/2020
6050	VERIZON	9858672315	Police Air cards	07/13/2020	569.54	569.54	07/22/2020
10-62-34000 CONTRACT SERVICES							
5858	RICOH USA INC	103916848	COPIER MAINT AGRMNT/BPD	07/17/2020	188.13	.00	
1499	RICOH USA, INC	5059976236	COPIER MAINT AGRMNT/BPD	07/06/2020	71.19	.00	
10-62-41500 OFFICE SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	20-0707	TONER	07/07/2020	34.84	34.84	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	EVIDENCE BOXES	07/07/2020	212.68	212.68	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	TONER	07/07/2020	90.12	90.12	07/27/2020
10-62-42050 NON CAP ADMIN EQUIP/FURN							
6943	CORPORATE PAYMENT SYSTE	20-0707	PODIUM	07/07/2020	130.37	130.37	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	PRINTER	07/07/2020	261.59	261.59	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	CHAIRS, TABLE	07/07/2020	920.60	920.60	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	CHAIRS, TABLE	07/07/2020	931.55	931.55	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	CHAIRS, TABLE	07/07/2020	161.36	161.36	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	CHAIRS, TABLE	07/07/2020	806.80	806.80	07/27/2020
10-62-43500 POSTAGE							
6943	CORPORATE PAYMENT SYSTE	20-0707	STAMPS	07/07/2020	19.72	19.72	07/27/2020
10-62-45100 DISPOSABLE EQUIP & TOOLS							
6654	AXON ENTERPRISES, INC	SI-1616197	TASER CARTRIDGES	10/08/2019	34.85	.00	
10-62-45200 SAFETY EQUIP & SUPPLIES							
7078	NATIONAL INDUSTRIAL & SAFE	17075	DISPOSABLE GLOVES, HAND S	05/25/2020	1,461.28	.00	
7078	NATIONAL INDUSTRIAL & SAFE	17223	DISPOSABLE MASKS	06/04/2020	497.50	.00	
7078	NATIONAL INDUSTRIAL & SAFE	17627	DISPOSABLE MASKS, GOGGLE	07/17/2020	1,666.16	.00	
10-62-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4056153054	JANITORIAL SUPPLIES	07/15/2020	81.79	.00	
7060	CINTAS	4056708514	JANITORIAL SUPPLIES	07/22/2020	81.79	.00	
10-62-48000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	176981	FLAGGING TAPE	07/13/2020	8.75	.00	
10-62-46621 AMMUNITION							
1037	PROFORCE LAW EQUIP	416950	AMMO	07/14/2020	557.92	.00	
10-62-46624 MOVING, TOWING, STORAGE EXP							
7000	BARNETT'S TOWING, LLC	435898	TOWING SERVICE	06/25/2020	190.00	.00	
7000	BARNETT'S TOWING, LLC	435899	TOWING SERVICE	06/25/2020	166.25	.00	
10-62-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	30614	FASTENERS	07/13/2020	21.05	.00	
1862	B&D LUMBER & HARDWARE	176647	KEYS	06/24/2020	1.95	.00	
1862	B&D LUMBER & HARDWARE	176931	DRAIN CLEANER	07/09/2020	22.36	.00	
10-62-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	221977	BRAKE CLEANER	04/21/2020	7.94	.00	
6536	BISBEE NAPA AUTO PARTS	224490	OIL STABILIZER	05/21/2020	112.11	.00	
6536	BISBEE NAPA AUTO PARTS	225194	BATTERY, HOSE CLAMP	05/29/2020	281.24	.00	
6536	BISBEE NAPA AUTO PARTS	227532	OIL FILTER, AIR FILTER, OCTAN	06/26/2020	53.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6536	BISBEE NAPA AUTO PARTS	228868	AUTOTRAX, BATTERY, FUEL LI	07/10/2010	1,856.50	.00	
6536	BISBEE NAPA AUTO PARTS	229096	OIL FILTER, OIL OCTANE BOOS	07/16/2020	562.82	.00	
6536	BISBEE NAPA AUTO PARTS	229288	WIPER BLADE	07/17/2020	8.50	.00	
6536	BISBEE NAPA AUTO PARTS	228474	OCTANE BOOSTER, OIL, OIL FIL	07/21/2020	41.86	.00	
6536	BISBEE NAPA AUTO PARTS	228475	OIL FILTER, OIL, SHIFTER CABL	07/21/2020	120.76	.00	
6943	CORPORATE PAYMENT SYSTE	20-0707	VEH PARTS	07/07/2020	605.16	605.16	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	EMERGENCY EQUIPMENT	07/07/2020	2,858.10	2,858.10	07/27/2020
7107	NASH, BRADLEY	20-0708	REIMBURSEMENT-VEHICLE PA	07/08/2020	35.96	.00	
Total POLICE DEPARTMENT:					21,373.09	10,692.30	
FIRE DEPARTMENT							
10-64-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1096775677	STD/LTD - Fire	08/16/2020	665.57	665.57	07/23/2020
10-64-12300 UNIFORMS & CLOTHING							
5821	PRINT & STITCH	742	UNIFORM/VILLASENOR	07/16/2020	226.82	.00	
5821	PRINT & STITCH	743	UNIFORM/JADD	07/16/2020	53.20	.00	
5821	PRINT & STITCH	755	UNIFORM/KOUTSIUKOS	07/27/2020	147.35	.00	
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	9079721000-0	192 Hwy 92 Hwy Fire Station #90	07/27/2020	469.54	469.54	07/27/2020
10-64-24000 PHONES							
4192	CENTURY LINK	278B-05-20	FIRE DEPT 520-432-1985 278B	06/23/2020	99.99	99.99	07/27/2020
4192	CENTURY LINK	398B-05-20	FIRE DEPT 520-432-4110 398B	06/23/2020	75.40	75.40	07/27/2020
4192	CENTURY LINK	412B-05-20	FIRE DEPT #2 520-432-6022 412	06/23/2020	55.82	55.82	07/27/2020
6050	VERIZON	9858663489	Fire	07/13/2020	232.33	232.33	07/22/2020
10-64-24001 INTERNET ACCESS FEES							
6050	VERIZON	9858663489	Fire Dept Air Card	07/13/2020	40.01	40.01	07/22/2020
10-64-42060 INVENTORIED TOOLS							
6536	BISBEE NAPA AUTO PARTS	226791	LUG WRENCH, JACK HANDLE,	08/17/2020	90.78	.00	
10-64-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4055405264	JANITORIAL SUPPLIES	07/08/2020	140.06	.00	
7060	CINTAS	4056152959	JANITORIAL SUPPLIES	07/15/2020	64.23	.00	
7060	CINTAS	4056708403	JANITORIAL SUPPLIES	07/22/2020	57.39	.00	
7060	CINTAS	4056708486	JANITORIAL SUPPLIES	07/22/2020	51.53	.00	
10-64-46000 OPERATIONAL EXPENSES							
6735	CONKLIN ELECTRICAL, ETC, LL	20-0718	WIRE SYSTEM FOR OXYGEN B	07/16/2020	850.00	.00	
6943	CORPORATE PAYMENT SYSTE	20-0707	FLEXIBLE WHIP, BASE FOR VH	07/07/2020	225.14	225.14	07/27/2020
6827	HAUSER, NICHOLAS	20-0626	BANNING CREEK-4X3 MI RED C	06/26/2020	179.40	.00	
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDICAL, LLC	83693680	MEDICAL SUPPLIES/BFD	07/13/2020	1,162.62	.00	
1321	BOUND TREE MEDICAL, LLC	83697536	MEDICAL SUPPLIES/BFD	07/15/2020	7.17	.00	
1321	BOUND TREE MEDICAL, LLC	83706277	MEDICAL SUPPLIES/BFD	07/22/2020	188.43	.00	
7038	TELEFLEX, LLC	9502798535	MEDICAL SUPPLIES	07/10/2020	1,495.10	.00	
10-64-55000 EQUIPMENT REPAIR & MAINT							
1659	ACE HARDWARE	30605	BANNING CREEK-PIPE THREA	07/13/2020	13.88	.00	
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	229097	OIL FILTER	07/16/2020	3.33	.00	
1532	CITY OF SIERRA VISTA	3225	MEDIC MILS, PATIENT COMPAR	06/29/2020	292.45	.00	
4811	H&E EQUIPMENT SERVICE	95276689	ENFO III CLASS 1 SYS	07/13/2020	953.33	.00	
Total FIRE DEPARTMENT:					7,840.87	1,863.80	
BUILDING & MAINTENANCE							
10-74-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4056153004	JANITORIAL SUPPLIES	07/15/2020	37.19	.00	
7060	CINTAS	4056708476	JANITORIAL SUPPLIES	07/22/2020	37.19	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BUILDING & MAINTENANCE:					74.38	.00	
PUBLIC WORKS ADMINISTRATION							
10-75-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1096775677	STD - PW-Admin.	06/16/2020	71.06	71.06	07/23/2020
10-75-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	2518290000-0	404 Bisbee Rd - #2518290000	07/27/2020	41.92	41.92	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	5081307274-0	Tovreaville Rd. #5081307274	07/27/2020	235.53	235.53	07/27/2020
10-75-22000 WATER							
1106	AZ WATER COMPANY	03112030003-0	404 Bisbee Rd - PW 0311203000	07/27/2020	30.25	30.25	07/27/2020
10-75-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	472011113302	404 Bisbee Rd. - #472-0111133-02	07/27/2020	36.54	36.54	07/27/2020
10-75-24000 PHONES							
6050	VERIZON	9858663489	PW	07/13/2020	101.64	101.64	07/22/2020
10-75-41500 OFFICE SUPPLIES							
6340	OFFICE DEPOT	104616429001	BALL POINT PENS, INK, MANILA	07/09/2020	265.62	.00	
6340	OFFICE DEPOT	104636154001	COUNTER PEN, WRTBROS PEN	07/09/2020	12.34	.00	
6340	OFFICE DEPOT	104636157001	MEMORY USB	07/09/2020	57.84	.00	
10-75-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4056153004	JANITORIAL SUPPLIES	07/15/2020	18.59	.00	
7060	CINTAS	4056708476	JANITORIAL SUPPLIES	07/22/2020	18.59	.00	
10-75-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	30634	POTTING SOIL, PLANTERS, AIR	07/15/2020	55.50	.00	
1862	B&D LUMBER & HARDWARE	20-0630	FINANCE CHARGES FOR FY21	06/30/2020	9.72	.00	
1862	B&D LUMBER & HARDWARE	20-0630	CREDIT FOR FY20	06/30/2020	120.25-	.00	
6536	BISBEE NAPA AUTO PARTS	229535	ARMORALL, WINDSHIELD WAS	07/21/2020	17.36	.00	
6943	CORPORATE PAYMENT SYSTE	20-0707	CELL PHONE CREDIT CARD HO	07/07/2020	50.88	50.88	07/27/2020
Total PUBLIC WORKS ADMINISTRATION:					903.13	567.82	
GARAGE							
10-77-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1096775677	STD - PW Garage	06/16/2020	39.14	39.14	07/23/2020
10-77-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	Tovreaville Rd Warehouse \$433.5	07/27/2020	173.32	173.32	07/27/2020
10-77-24000 PHONES							
4192	CENTURY LINK	418B-05-20	PW GARAGE 520-432-6044 418	06/23/2020	143.93	143.93	07/27/2020
4192	CENTURY LINK	430B-05-20	GARAGE 520-432-1983 430B	06/23/2020	70.59	70.59	07/27/2020
6050	VERIZON	9858663489	City Garage	07/13/2020	73.56	73.56	07/22/2020
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4056153023	UNIFORMS-GAR	07/15/2020	31.48	.00	
7060	CINTAS	4056708419	UNIFORMS-GAR	07/22/2020	31.48	.00	
10-77-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4056153023	JANITORIAL SUPPLIES	07/15/2020	144.11	.00	
7060	CINTAS	4056708419	JANITORIAL SUPPLIES	07/22/2020	63.89	.00	
Total GARAGE:					771.50	500.54	
BUILDING INSPECTOR							
10-79-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1096775677	STD - Bldg Inspector	06/16/2020	22.43	22.43	07/23/2020
10-79-24000 PHONES							
6050	VERIZON	9858663489	Bldg Inspector	07/13/2020	20.96	20.96	07/22/2020
10-79-41500 OFFICE SUPPLIES							
6200	WARD, JOE	20-0716	REIMBURSEMENT-RED STOCK	07/16/2020	17.53	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BUILDING INSPECTOR:					60.92	43.39	
PARKS							
10-80-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1096775677	STD - Parks	08/16/2020	27.30	27.30	07/23/2020
10-80-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	20-0707	LODGING FOR TRAINING	07/07/2020	105.81	105.81	07/27/2020
10-80-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0655901000-0	E Vista Park - #0655901000	07/27/2020	39.14	39.14	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	3984490000-0	Main St Park - #3984490000	07/20/2020	76.99	76.99	07/22/2020
1097	AZ PUBLIC SERVICE (2 of 3)	6333950000-0	Goar Park - #6333950000	07/20/2020	46.99	46.99	07/22/2020
1097	AZ PUBLIC SERVICE (2 of 3)	6621361000-0	E Vista Court - #6621361000	07/27/2020	45.17	45.17	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	6730341000-0	Brewery Gulch C Park #67303410	07/20/2020	41.58	41.58	07/22/2020
1097	AZ PUBLIC SERVICE (2 of 3)	9158520000-0	Vista Park - #9158520000	07/27/2020	39.98	39.98	07/27/2020
10-80-22000 WATER							
1106	AZ WATER COMPANY	03106053651-	Grassy Park- Restrooms 0310605	07/20/2020	271.74	271.74	07/22/2020
1106	AZ WATER COMPANY	03106058001-	City Park Brewery - Parks 031060	07/20/2020	87.01	87.01	07/22/2020
1106	AZ WATER COMPANY	03109012304-	Goar Park -#03109012304	07/20/2020	64.40	64.40	07/22/2020
1106	AZ WATER COMPANY	03109045722-	Traffic Circle #03109045722	07/20/2020	64.40	64.40	07/22/2020
1106	AZ WATER COMPANY	03109069151-	Saginaw Park - Parks # 03109069	07/20/2020	25.88	25.88	07/22/2020
1106	AZ WATER COMPANY	03112037563-0	Mule Mtn Gdn - Parks 031120375	07/27/2020	25.88	25.88	07/27/2020
1106	AZ WATER COMPANY	03112038121-0	Vista Park - Parks 03112038121	07/27/2020	64.40	64.40	07/27/2020
1106	AZ WATER COMPANY	03112039072-0	W Vista & Hoatson - Parks 03112	07/27/2020	1,124.53	1,124.53	07/27/2020
1106	AZ WATER COMPANY	03112040621-0	Lower E Vista & Tener Bthrm 0311	07/27/2020	151.40	151.40	07/27/2020
1106	AZ WATER COMPANY	03112040651-0	Lower Vista Park - Parks 031120	07/27/2020	64.76	64.76	07/27/2020
1106	AZ WATER COMPANY	03112085601-0	Paul Park Warren - Parks 031120	07/27/2020	64.40	64.40	07/27/2020
10-80-24000 PHONES							
6050	VERIZON	9858663489	Parks	07/13/2020	92.93	92.93	07/22/2020
10-80-34000 CONTRACT SERVICES							
7080	CINTAS	4056152999	UNIFORMS-PARKS	07/15/2020	20.57	.00	
7080	CINTAS	4056708437	UNIFORMS-PARKS	07/22/2020	20.57	.00	
10-80-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	30601	CUT OFF WHEEL	07/11/2020	17.63	.00	
10-80-45300 CUSTODIAL SUPPLIES							
7080	CINTAS	4056708437	JANITORIAL SUPPLIES	07/22/2020	328.70	.00	
10-80-48000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	30666	WIRE CONN, VOLT TSTR	07/17/2020	38.16	.00	
1659	ACE HARDWARE	30680	TRAY LINERS	07/19/2020	7.44	.00	
1862	B&D LUMBER & HARDWARE	177059	NUT, BOLT, STEEL SYRINGE, C	07/16/2020	18.28	.00	
6943	CORPORATE PAYMENT SYSTE	20-0707	HOLSTER CLIP FOR IPHONE	07/07/2020	16.92	16.92	07/27/2020
10-80-61000 REPAIRS & MAINT - VEHICLES							
6536	BISBEE NAPA AUTO PARTS	226937	AIR FILTER, OIL FILTER, OCATN	06/18/2020	26.81	.00	
Total PARKS:					3,019.77	2,541.61	
SWIMMING POOL							
10-81-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	2409211000-06	Quality Hill - Pool #2409211000	07/20/2020	139.09	139.09	07/22/2020
10-81-22000 WATER							
1106	AZ WATER COMPANY	03106006471-	Swimming Pool - 03106006471	07/20/2020	239.27	239.27	07/22/2020
10-81-24000 PHONES							
4182	CENTURY LINK	428B-05-20	SWIMMING POOL 520-432-8042	06/23/2020	40.75	40.75	07/27/2020
6050	VERIZON	9858663489	City Pool	07/13/2020	28.26	28.26	07/22/2020
Total SWIMMING POOL:					447.37	447.37	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LIBRARY							
10-83-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1096775877	STD - Library	06/18/2020	35.32	35.32	07/23/2020
10-83-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	3331410000-0	6 MAIN St Library - Library -#3331	07/20/2020	401.55	401.55	07/22/2020
10-83-22000 WATER							
1106	AZ WATER COMPANY	03106016751-	Library - Lib 03106016751	07/20/2020	93.23	93.23	07/22/2020
10-83-24000 PHONES							
4192	CENTURY LINK	414B-05-20	LIBRARY 520-432-4232 414B	06/23/2020	203.67	203.67	07/27/2020
10-83-24001 INTERNET ACCESS							
4059	SPARKLIGHT	20-0723/LIB	Internet Svc-Library	07/20/2020	146.43	146.43	07/22/2020
10-83-34000 CONTRACT SERVICES							
1499	RICOH USA, INC	5059953839	COPIER MAINT AGRMNT/LIB	07/01/2020	27.18	.00	
5710	XEROX CORPORATION	10717897	BASE CHARGE & USAGE/LIB	07/01/2020	51.73	.00	
10-83-41500 OFFICE SUPPLIES							
4926	AMAZON	456774373793	LIBRARY SUPPLIES	06/22/2020	25.35	.00	
4926	AMAZON	755479477846	LIBRARY SUPPLIES	06/23/2020	25.99	.00	
4926	AMAZON	959864834736	LIBRARY SUPPLIES	07/03/2020	51.10	.00	
4926	AMAZON	985667783747	LIBRARY SUPPLIES	06/20/2020	67.46	.00	
10-83-42050 NON CAP ADMIN EQUIP/FURN							
4926	AMAZON	695979677994	LIBRARY EQUIPMENT	07/03/2020	100.07	.00	
4926	AMAZON	885888979445	LIBRARY EQUIPMENT	06/15/2020	29.99	.00	
4926	AMAZON	936886397399	LIBRARY EQUIPMENT	06/25/2020	175.79	.00	
6943	CORPORATE PAYMENT SYSTE	20-0707	LUMBER	07/07/2020	24.20	24.20	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	SHELF CONSTRUCTION	07/07/2020	170.84	170.84	07/27/2020
10-83-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	20-0707	STICKERS	07/07/2020	79.00	79.00	07/27/2020
10-83-46831 BOOKS							
4926	AMAZON	533535396996	BOOKS	07/09/2020	172.99	.00	
4926	AMAZON	737479886764	BOOKS	06/27/2020	19.42	.00	
4926	AMAZON	744588589395	BOOKS	06/18/2020	102.06	.00	
4926	AMAZON	985433764434	BOOKS	07/05/2020	42.98	.00	
4926	AMAZON	968387534958	BOOKS	06/19/2020	15.58	.00	
4926	AMAZON	978495797844	BOOKS	06/15/2020	16.99	.00	
10-83-46834 PERIODICALS							
6943	CORPORATE PAYMENT SYSTE	20-0707	MAGAZINE RENEWAL	07/07/2020	49.95	49.95	07/27/2020
10-83-60100 BLDG REPAIR & MAINT							
6943	CORPORATE PAYMENT SYSTE	20-0707	CEILING REPAIR, SHELF CONS	07/07/2020	166.47	166.47	07/27/2020
Total LIBRARY:					2,295.34	1,370.68	
SENIOR CITIZENS CENTER							
10-85-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	8339841000-0	300 Collins Rd. #8339841000	07/27/2020	684.55	684.55	07/27/2020
10-85-24000 PHONES							
4192	CENTURY LINK	416B-05-20	SENIOR CENTER 520-432-2167	06/23/2020	70.46	70.46	07/27/2020
10-85-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	20-0723/SC	Internet Svc- Senior Center	07/20/2020	70.00	70.00	07/22/2020
Total SENIOR CITIZENS CENTER:					825.01	825.01	
Total GENERAL FUND:					120,603.01	84,208.17	
TRANSIENT ROOM TAX							
FUND EXPENDITURES							
20-40-24000 PHONES							
4192	CENTURY LINK	251B-05-20	V. C. ANNEX 520-432-3539 251	06/23/2020	120.00	120.00	07/27/2020
4192	CENTURY LINK	500B-05-20	VISITOR CENTER 520-432-3554	06/23/2020	54.59	54.59	07/27/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20-40-34000 CONTRACT SERVICES							
5710	XEROX CORPORATION	10868541	BASE CHARGE & USAGE/VC	07/11/2020	51.72	.00	
20-40-42040 ADVERTISING							
6943	CORPORATE PAYMENT SYSTE	20-0707	WIX SOCIAL MEDIA APP	07/07/2020	5.25	5.25	07/27/2020
Total FUND EXPENDITURES:					231.56	179.84	
Total TRANSIENT ROOM TAX:					231.56	179.84	

STREETS

FUND EXPENDITURES

21-40-11501 STANDARD DISABILITY INSURANCE

5455	MUTUAL OF OMAHA	1096775677	STD - Street	06/16/2020	84.37	84.37	07/23/2020
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21-40-21000 ELECTRIC

1097	AZ PUBLIC SERVICE (2 of 3)	4470670000-0	60 Brewer Gulch Sp 3 - #4470670	07/20/2020	38.98	38.98	07/22/2020
1097	AZ PUBLIC SERVICE (2 of 3)	4877951000-0	Hwy 92 DD #4877951000	07/27/2020	12.46	12.46	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	5254161000-0	951 Naco Hwy #5254161000	07/27/2020	90.83	90.83	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	5847770000-0	60 Brewer Gulch Sp 2 - #5847770	07/20/2020	70.97	70.97	07/22/2020
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	\$433 53x25% Streets	07/27/2020	86.66	86.66	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	7700160000-0	60 Brewer Gulch Sp 4 - #7700160	07/20/2020	38.98	38.98	07/22/2020
1097	AZ PUBLIC SERVICE (2 of 3)	8186260000-0	170 Hwy 92 - #690982286	07/27/2020	110.35	110.35	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	8583641000-0	60 Brewer Gulch Sp 1 - #8583641	07/20/2020	222.97	222.97	07/22/2020
1879	AZ PUBLIC SERVICE (3 of 3)	AR0480007298	UTILITY POLES/STREETS	07/20/2020	1,725.65	.00	

21-40-24000 PHONES

6050	VERIZON	9858663489	Streets	07/13/2020	197.04	197.04	07/22/2020
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21-40-24001 INTERNET

6050	VERIZON	9858663489	Streets Air Card	07/13/2020	40.01	40.01	07/22/2020
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21-40-34000 CONTRACT SERVICES

7060	CINTAS	4056153072	UNIFORMS-STREETS	07/15/2020	53.35	.00	
7060	CINTAS	4056708440	UNIFORMS-STREETS	07/22/2020	53.35	.00	
6853	THE WLB GROUP, INC	118032A003-0	OK STREET RETAINING WALL F	07/10/2020	2,320.00	.00	

21-40-42060 INVENTORIED TOOLS

1862	B&D LUMBER & HARDWARE	176966	IMPACT SET SHOCK	07/13/2020	24.38	.00	
1862	B&D LUMBER & HARDWARE	177178	PLIERS, HELMET SYSTEM	07/22/2020	76.63	.00	

21-40-45100 DISPOSABLE EQUIP & TOOLS

1862	B&D LUMBER & HARDWARE	177040	THRUST WASHER, RETAINER N	07/15/2020	48.10	.00	
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21-40-46000 OPERATIONAL EXPENSES

1659	ACE HARDWARE	30681	VEGETATION KLR	07/20/2020	67.00	.00	
1862	B&D LUMBER & HARDWARE	176966	NYLON LINE	07/13/2020	14.78	.00	
1862	B&D LUMBER & HARDWARE	176983	AUTOCUT SEMI AUTO	07/13/2020	39.45	.00	
1862	B&D LUMBER & HARDWARE	177001	AUTOCUT SEMI AUTO	07/14/2020	39.45	.00	
1862	B&D LUMBER & HARDWARE	177041	RETAINER BOLT COVER	07/15/2020	7.68	.00	
1862	B&D LUMBER & HARDWARE	177064	TIE PLATE, ANGLE	07/16/2020	5.49	.00	
1862	B&D LUMBER & HARDWARE	177109	QT KLEENUP CONC, SUPER C	07/20/2020	91.83	.00	
1862	B&D LUMBER & HARDWARE	177178	ENGINE OIL	07/22/2020	31.77	.00	
6538	BISBEE NAPA AUTO PARTS	229529	METAL	07/21/2020	8.92	.00	
4191	GRAINGER	9595012957	INSECT REPELLENT	07/20/2020	21.16	.00	

21-40-55100 REPAIR & MAINT - OTHER

6853	THE WLB GROUP, INC	118032A002-0	OK STREET/SIDEWALK BRIDGE	07/10/2020	1,400.00	.00	
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21-40-61000 VEHICLE PARTS & LABOR

6536	BISBEE NAPA AUTO PARTS	229455	LAMP, WW VACUUM TUBING, S	07/21/2020	382.18	.00	
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Total FUND EXPENDITURES:

7,404.99 993.62

Total STREETS:

7,404.99 993.62

BISBEE ARTS COMMISSION

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FUND EXPENDITURES							
42-40-46000 OPERATIONAL EXP (DONATIONS)							
6943	CORPORATE PAYMENT SYSTE	20-0707	CANVAS	07/07/2020	54.76	54.76	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	USB DRIVES	07/07/2020	198.24	198.24	07/27/2020
Total FUND EXPENDITURES:					253.00	253.00	
Total BISBEE ARTS COMMISSION:					253.00	253.00	
HOUSING INITIATIVE							
45-40-46000 OPERATIONAL EXPENSES							
1859	ACE HARDWARE	30832	ENTRY LOCK	07/15/2020	64.35	.00	
2314	COCHISE COUNTY TREASURE	20-0723	TAX CERTIFICATES-BIDDER #5	07/23/2020	2,839.74	2,839.74	07/23/2020
Total :					2,904.09	2,839.74	
Total HOUSING INITIATIVE:					2,904.09	2,839.74	
MISC. DONATIONS							
48-38-22515 LIBRARY DONATIONS SPEC BEQUEST							
4926	AMAZON	487354856553	DVD REPLACEMENT	06/05/2020	13.99	.00	
Total :					13.99	.00	
Total MISC. DONATIONS:					13.99	.00	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-24000 PHONES							
4192	CENTURY LINK	426B-05-20	AIRPORT 520-432-6030 426B	06/23/2020	34.65	34.65	07/27/2020
4192	CENTURY LINK	703B-05-20	AIRPORT 520-432-6980 703B	06/23/2020	36.21	36.21	07/27/2020
50-40-42060 INVENTORIED TOOLS							
1659	ACE HARDWARE	30603	BIT DRILL, 18PC DRILL BIT	07/12/2020	58.67	.00	
1862	B&D LUMBER & HARDWARE	177044	CREDIT	07/15/2020	31.20-	.00	
50-40-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4058708381	JANITORIAL SUPPLIES	07/22/2020	48.96	.00	
Total FUND EXPENDITURES:					145.29	70.86	
Total AIRPORT FUND:					145.29	70.86	
SEWER FUND							
54-1019900 CLEARING ACCT-SEWER/TRASH A/R							
1033	ALBERT PEREZ	20-0722	REFUND FOR 101.060036.01	07/22/2020	71.54	.00	
1028	ROBERT DELANEY	20-0721	REFUND FOR 101.121395.01	07/21/2020	68.00	.00	
Total :					139.54	.00	
FUND EXPENDITURES							
54-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1096775677	STD - Sewer	06/16/2020	22.43	22.43	07/23/2020
54-40-12300 UNIFORMS & CLOTHING							
4191	GRAINGER	9590963253	BOOTS/ALVAREZ	07/15/2020	167.75	.00	
4191	GRAINGER	9592699657	BOOTS/DE LA ROSA	07/17/2020	167.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
54-40-13100 BUSINESS TRAVEL							
1671	CORONADO, ANGELICA	20-0723-1	RMBST- MILEAGE/30.50 COCHI	07/23/2020	17.69	.00	
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0516740000-0	42 Warren Cut Off Rd. Swr Bldg B	07/20/2020	551.87	551.87	07/22/2020
1097	AZ PUBLIC SERVICE (2 of 3)	2478030000-0	302 Teran St. #2478030000	07/27/2020	73.65	73.65	07/27/2020
1097	AZ PUBLIC SERVICE (2 of 3)	2954210000-0	42 Warren Cut Off Rd. Swr Bldg A	07/20/2020	51.34	51.34	07/22/2020
54-40-22000 WATER							
1106	AZ WATER COMPANY	03109050451-	6 W. HWY 80	07/20/2020	25.88	25.88	07/22/2020
1106	AZ WATER COMPANY	03109081151-0	Highway 80-Sewer Pond - Acct #	07/20/2020	72.78	72.78	07/22/2020
54-40-24000 PHONES							
4192	CENTURY LINK	424B-05-20	46 S. AZ ST-WW 520-432-6035 4	06/23/2020	35.23	35.23	07/27/2020
6050	VERIZON	9858663489	Sewer	07/13/2020	118.27	118.27	07/22/2020
6050	VERIZON	9858663489	Sewer On Call	07/13/2020	18.97	18.97	07/22/2020
54-40-34000 CONTRACT SERVICES							
7060	CINTAS	4056153046	UNIFORMS-WW	07/15/2020	32.64	.00	
7060	CINTAS	4056708457	UNIFORMS-WW	07/22/2020	32.64	.00	
54-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	30856	SAWZALL BLADE SET	07/16/2020	15.83	.00	
54-40-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	177002	WND & DR FM SEALANT, WOO	07/14/2020	20.68	.00	
1862	B&D LUMBER & HARDWARE	177053	WHITE MARKING PAINT	07/15/2020	13.63	.00	
6536	BISBEE NAPA AUTO PARTS	229035	TUB O TOWELS, SUPER CLEAN	07/15/2020	41.98	.00	
6943	CORPORATE PAYMENT SYSTE	20-0707	FILING LIEN RELEASE	07/07/2020	17.00	17.00	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	FILING LIEN & RELEASES	07/07/2020	62.00	62.00	07/27/2020
4181	GRAINGER	9594760242	DISHWASHING LIQUID SOAP	07/20/2020	109.85	.00	
54-40-46543 MANHOLE, PIPE & FITTINGS							
1659	ACE HARDWARE	30655	COUPLING, PVC PIPE	07/16/2020	31.63	.00	
1659	ACE HARDWARE	30683	VLV BALL, NIPPLE, COUPLE, EL	07/20/2020	95.95	.00	
1659	ACE HARDWARE	30687	NIPPLE	07/20/2020	9.77	.00	
1862	B&D LUMBER & HARDWARE	177131	GALV BUSHING, GALV COUPLI	07/20/2020	19.45	.00	
1862	B&D LUMBER & HARDWARE	177135	PVC COUPLING	07/20/2020	5.98	.00	
4922	FERGUSON ENTERPRISES #10	8175489	LF WTR COLORBUBBLER CP	07/10/2020	209.60	.00	
4922	FERGUSON ENTERPRISES #10	8208028	6 CLAY X 6 CI PVC COUP, LASH	07/08/2020	179.45	.00	
6333	PHOENIX PUMPS, INC	3017303	SULZER/ABS UPPER AND LOW	07/13/2020	4,554.28	.00	
54-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	225579	TEMP NEW AC KIT, AC COMPO	06/03/2020	351.73	.00	
Total FUND EXPENDITURES:					7,127.70	1,049.42	
Total SEWER FUND:					7,267.24	1,049.42	
SANITATION FUND							
FUND EXPENDITURES							
56-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1096775677	STD - Sanitation	06/16/2020	120.51	120.51	07/23/2020
56-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	\$433.53x25% Sanitation	07/27/2020	86.66	86.66	07/27/2020
56-40-24000 PHONES							
6050	VERIZON	9858663489	Sanitation	07/13/2020	154.74	154.74	07/22/2020
56-40-24001 INTERNET							
6050	VERIZON	9858663489	Recycle Air Card	07/13/2020	40.01	40.01	07/22/2020
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4056152961	UNIFORMS-SANITATION	07/15/2020	36.23	.00	
7060	CINTAS	4056708445	UNIFORMS-SANITATION	07/22/2020	34.44	.00	
56-40-46562 RECYCLING PROGRAM							
7060	CINTAS	4056153018	UNIFORMS-RECYCLING	07/15/2020	56.20	.00	
7060	CINTAS	4056708425	UNIFORMS-RECYCLING	07/22/2020	55.31	.00	
6050	VERIZON	9858663489	Recycle	07/13/2020	218.23	218.23	07/22/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
56-40-55200 NON CAP EQUIP PURCHASES							
6943	CORPORATE PAYMENT SYSTE	20-0707	CREDIT - LIFTGATE	07/07/2020	3,119.00-	3,119.00-	07/27/2020
6943	CORPORATE PAYMENT SYSTE	20-0707	TOMMY GATE G2 LIFTGATE ST	07/07/2020	3,119.00	3,119.00	07/27/2020
56-40-61000 VEHICLE PARTS & LABOR							
5618	HOLTZ INDUSTRIES, INC.	566800	AUTO LOCK, FRONT SLOPE	07/15/2020	1,240.30	.00	
56-40-91000 CAPITAL EXPENDITURES							
6943	CORPORATE PAYMENT SYSTE	20-0707	DOCUMENTATION FEES	07/07/2020	250.00	250.00	07/27/2020
Total FUND EXPENDITURES:					2,292.63	870.15	
Total SANITATION FUND:					2,292.63	870.15	
QUEEN MINE FUND							
FUND EXPENDITURES							
59-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1096775677	STD - Queen Mine	06/16/2020	70.53	70.53	07/23/2020
59-40-12300 UNIFORMS & CLOTHING							
1671	CORONADO, ANGELICA	20-0723	RMBST- MILEAGE/122 60 COCH	07/23/2020	71.11	.00	
59-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	8295240000-0	HWY 80 Tour - QM - #829524000	07/20/2020	866.04	866.04	07/22/2020
59-40-22000 WATER							
1106	AZ WATER COMPANY	03109024701-	Queen Mine - #03109024701	07/20/2020	79.71	79.71	07/22/2020
59-40-24000 PHONES							
4192	CENTURY LINK	406B-05-20	QUEEN MINE 520-432-2071 406	06/23/2020	147.36	147.36	07/27/2020
6050	VERIZON	9858663489	Queen Mine	07/13/2020	56.15	56.15	07/22/2020
59-40-24001 INTERNET ACCESS FEE							
4059	SPARKLIGHT	20-0723/QM	Internet Svc-Queen Mine	07/20/2020	78.99	78.99	07/22/2020
59-40-41500 OFFICE SUPPLIES							
6399	WIST OFFICE PRODUCTS	2025900	TICKETS	07/21/2020	16.26	.00	
59-40-45200 SAFETY EQUIP & SUPPLIES							
1659	ACE HARDWARE	30481	GLOVES	06/26/2020	13.96	.00	
59-40-45300 CUSTODIAL SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	20-0707	GLOVES	07/07/2020	127.96	127.96	07/27/2020
4672	WAXIE SANITARY SUPPLY	79335295	JANITORIAL SUPPLIES	07/22/2020	174.22	.00	
6399	WIST OFFICE PRODUCTS	2021576	DISINFECTING SPRAY	07/07/2020	75.66	.00	
6399	WIST OFFICE PRODUCTS	2021577	DISINFECTING SPRAY	07/07/2020	75.66	.00	
6399	WIST OFFICE PRODUCTS	2023481	DISINFECTING SPRAY	07/14/2020	182.62	.00	
59-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	30572	INSECT KILLER	07/08/2020	14.24	.00	
6943	CORPORATE PAYMENT SYSTE	20-0707	HAND SANITIZER	07/07/2020	259.96	259.96	07/27/2020
59-40-46591 MERCHANDISE							
6239	AMERICAN LEGACY PRODUCT	9056	MUGS, SAGUARO SAND GLOB	07/21/2020	167.41	.00	
6943	CORPORATE PAYMENT SYSTE	20-0707	SUNCATCHERS, BUTTERFLY S	07/07/2020	745.39	745.39	07/27/2020
1020	DINCH NATIVE ARTS	256818	JEWELRY	07/23/2020	370.00	.00	
6201	IMAGINE CLAYWORKS	002939	ORNAMENTS	07/21/2020	157.00	.00	
6381	IMPACT PHOTOGRAPHICS, INC	INV004757	RECYCLED BAGS, MAGNETS	07/17/2020	83.74	.00	
5876	PILGRIM IMPORTS	00102140	ORNAMENTS	07/15/2020	633.73	.00	
2558	SMITH-SOUTHWESTERN INC.	865254-000	SHOT GLASSES, ORNAMENTS,	07/15/2020	707.76	.00	
6599	TREASURE CHEST BOOKS	0538177-IN	BOOKS	07/16/2020	85.90	.00	
59-40-55000 EQUIPMENT REPAIR & MAINT							
6943	CORPORATE PAYMENT SYSTE	20-0707	RE-CHARGE A/C UNIT	07/07/2020	346.00	346.00	07/27/2020
59-40-55100 REPAIR & MAINT - OTHER							
1659	ACE HARDWARE	30481	PUMP COOLER	06/26/2020	26.08	.00	
1659	ACE HARDWARE	30482	FLOAT VALVE	06/26/2020	9.31	.00	
1659	ACE HARDWARE	30483	CREDIT	06/28/2020	1.86-	.00	
1659	ACE HARDWARE	30572	GFI RECEPT.	07/08/2020	52.86	.00	
1659	ACE HARDWARE	30676	DISTILLED WATER	07/18/2020	17.34	.00	
6943	CORPORATE PAYMENT SYSTE	20-0707	BATTERY CAPS	07/07/2020	260.11	260.11	07/27/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1938	JIM'S ELECTRIC INC.	22875	REPLACE GFCI RECEPTACLES	07/20/2020	704.72	.00	
Total FUND EXPENDITURES:					6,675.98	3,038.20	
Total QUEEN MINE FUND:					6,675.98	3,038.20	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-41607 CITY OPERATING EXPENSE							
1659	ACE HARDWARE	30649	SANITIZER-CLEAN WORKS	07/16/2020	13.95	.00	
6050	VERIZON	9858872315	Bisbee Bus	07/13/2020	53.80	53.80	07/22/2020
Total FUND EXPENDITURES:					67.75	53.80	
Total BISBEE BUS FUND:					67.75	53.80	
Grand Totals:					147,859.51	93,558.80	

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: August 4, 2020

Regular Special

DATE ACTION SUBMITTED: <u>July 28, 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 JULY 21, 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 July 21, 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

1. ACCOUNTS PAYABLE: Subject to availability of funds

MOTION: Councilmember Cline moved to approve accounts payable in the amount of \$370,743.89.

SECOND: Councilmember Johns

Councilmember Pawlik asked about the purchase of the hydraulic floor jack.

Mr. Haro responded that there was research done for additional prices. This was the least expensive of what they found. This has the ability to lift the busses.

Councilmember Cline asked about the purchase of gasoline under the Police Department. She asked if they no longer fill up at the garage. She asked if this would be the same for all departments.

Mr. Haro responded that the fuel tanks were still there, but the City was moving to fuel cards. This would help track and manage who was filling up what vehicle. Each person would be assigned a pin. We would be moving away from having the fueling station from the garage. Mr. Haro said that this would be done in every department.

Councilmember Cline asked about the purchase of a storage container was this an additional purchase or was it the same one as the last time.

Mr. Haro said that it was not a second purchase.

Ms. Coleman said that she would follow up on this.

MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

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

Ashlee Coronado, City Clerk

MOTION: Councilmember Cline moved to approve the consent agenda item A.

SECOND: Councilmember Johns

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6 NAYS -0

OLD BUSINESS

NEW BUSINESS

3. Discussion and Possible Approval of an Amended Court Consolidation Agreement between the City of Bisbee and Cochise County.

Theresa Coleman, City Manager

Ms. Coleman explained that the only change on this document was the addition of paragraph one: Purpose.

MOTION: Councilmember Hansen moved to approve the Amended Court Consolidation Agreement between the City of Bisbee and Cochise County.

SECOND: Councilmember Cline

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6 NAYS -0

4. Discussion and Possible Approval to waive Fire Inspection Fees for Inspections scheduled between August 1st and October 31, 2020

Theresa Coleman, City Manager

Ms. Coleman said that we received AZ Cares Funds and they were designated for specific wage categories of Police and Fire. This would also include the Fire Marshall. She was requesting as an assistance to commercial businesses and to incentivize our fire inspection program that we waive the fire inspection fees scheduled between August 1st and October 31st. The feeling was that it was more important that we do the inspections than collect the fees at this time.

Councilmember Hansen asked if there was a time frame in which we had to spend this money.

Ms. Coleman said that this covered about 3 months' worth of wages.

MOTION: Councilmember Hansen moved to waive Fire Inspection Fees for Inspections scheduled between August 1st and October 31, 2020.

SECOND: Councilmember Pawlik

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6 NAYS -0

5. Discussion and Possible Approval of the Notice of Intent to adopt Ordinance O-20-12, Authorizing the Acceptance of a Transfer of Real Property from William D. Lyon to the City of Bisbee located on Chihuahua Hill above Ok Street, Bisbee.

Theresa Coleman, City Manager

Ms. Coleman explained that we were getting serious with notices of violation. After working with Mr. Lyon on some trespassing concerns that he had, we provided him with a notice of violation for the accumulation of items on his property. When we reached out to Mr. Lyons with the violation, we offered him the opportunity to put this property into our community development activities. He responded with his desire to donate this property to the City. She explained that there were back taxes owed on this property and we would be working with him to reduce the city's investment.

Councilmember Cline asked what the address was to this property.

Ms. Coleman responded that there was no physical structure for this location, so it did not have an address.

MOTION: Councilmember Hansen moved to approve the Notice of Intent to adopt Ordinance O-20-12, Authorizing the Acceptance of a Transfer of Real Property from William D. Lyon to the City of Bisbee located on Chihuahua Hill above Ok Street, Bisbee.

SECOND: Councilmember Johns

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6 NAYS -0

6. City Manager's Report:

- Historical Figures regarding City Magistrate – Ms. Coleman went over the fees collected and the cost to run a City Magistrate department.
- Ambulance Subscription Facts and Figures- Ms. Coleman went over the current collection for ambulance fees.
- Other Current events (No Discussion) – Ms. Coleman spoke on the lifetime pet licenses. They would be available at the Police Department.

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 Cline

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 7:29 PM

David M. Smith, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **July 21, 2020**

Regular Special

DATE ACTION SUBMITTED: July 15, 2020

REGULAR **CONSENT**

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

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL TO ADOPT ORDINANCE O-20-12, ACCEPTING THE TRANSFER OF REAL PROPERTY FROM WILLIAM D. LYON LOCATED ON CHIHUAHUA HILL ABOVE OK STREET, BISBEE.

FROM: Theresa Coleman, City Manager

RECOMMENDATION: Approve the Notice of Intent to Adopt Ordinance O-20-12

PROPOSED MOTION: I move that we approve Ordinance O-20-12, Accepting the transfer of real property from William D. Lyon located on Chihuahua Hill above Ok Street, Bisbee.

DISCUSSION:

William D. Lyon’s wishes to transfer ownership of the property on Chihuahua Hill above Ok Street (parcel numbers 103-62-333A, 103-62-333B, 103-62-337, 103-62-339, 103-62-342 and 103-62-346) to the City of Bisbee. These are vacant properties.

The City of Bisbee could acquire the real property for the purpose of community development activity. The costs to the City of Bisbee upon acquisition could be approximately \$11,536.78 in the past due property tax.

FISCAL IMPACT: \$TBD

DEPARTMENT LINE ITEM ACCOUNT: Multiple Impacts

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-20-12

**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 FROM WILLIAM D. LYON 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, William D. Lyon has offered to convey to the City of Bisbee 6 parcels of real property owned by, to be used for the purpose of community development activity; and

WHEREAS, this property, located on Chihuahua Hill above Ok Street, 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 an execution of transfer by Quit Claim Deed for the property described therein is hereby approved and the City Clerk is authorized to record such deed with the Cochise County Recorder on behalf of the City of Bisbee.

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

APPROVED:

David Smith, Mayor

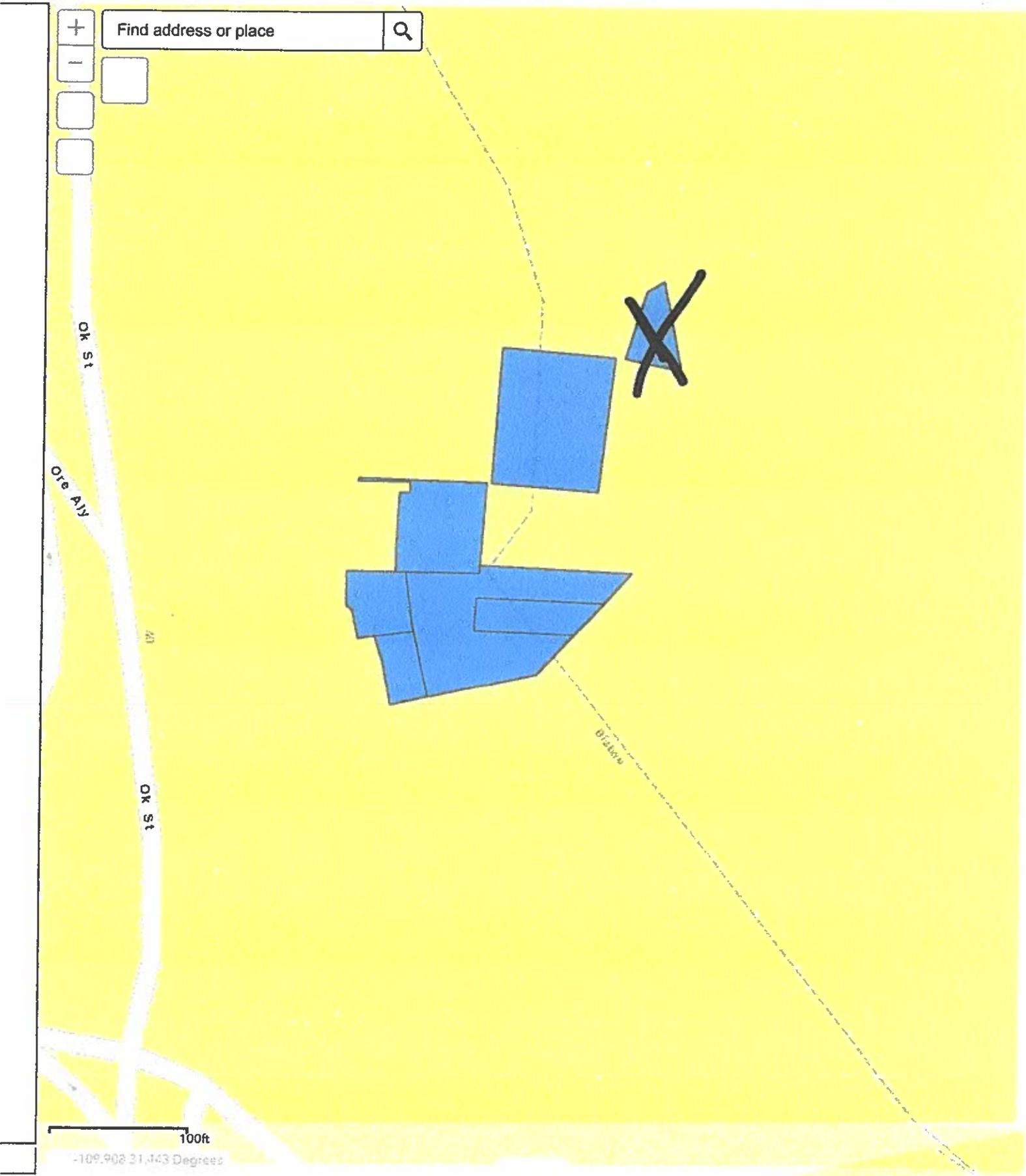
ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

James Ledbetter, City Attorney

Tax Lien Parcels





335

100ft

33.9125624 Degrees



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 4th, 2020

Regular Special

DATE ACTION SUBMITTED: July 27th, 2020

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT WITH PAID IN FULL

FROM: **Keri Bagley, Finance Director**

RECOMMENDATION: **Approve HIPAA Business Associate Agreement with Paid in Full**

PROPOSED MOTION: **I move to approve the HIPAA Business Associate Agreement.**

DISCUSSION: Paid in Full is the debt collection agency the City of Bisbee uses to collect unpaid debt. The City’s ambulance biller, AMB, uses the debt collection agency specified by their clients. Now that the City has been with AMB since February there are claims on unpaid accounts that can be filed with Paid in Full. Paid in Full requires the City of Bisbee’s agreement with the attached Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement in order to accept those claims. This agreement is stating that both Paid in Full and the City of Bisbee with maintain compliance with HIPAA and states the responsibilities of each party.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

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

Reviewed by: *Theresa Coleman*
Theresa Coleman,
City Manager



623-580-7207
800-385-1605

P.O. Box 43228 · Phoenix, AZ 85080

support@WeCollectIt.com

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

(Please complete all highlighted sections.)

This Business Associate Agreement (“BAA”) sets out the responsibilities and obligations of Paid In Full, Inc. (“Associate”) as a Business Associate (as defined at 45 C.F.R. § 160.103) of [REDACTED] (“Covered Entity”) pursuant to the agreement between Associate and Covered Entity, as of the [REDACTED] day of [REDACTED], 20[REDACTED], as well as all future agreements entered into by the Parties (collectively, the “Agreement”). Associate and Covered Entity (individually a “Party” and collectively the “Parties”) agree to the terms and conditions of this BAA in order to comply with the use and disclosure of Protected Health Information (“PHI”) (as defined at 45 C.F.R. § 160.103) provisions of the Standards for Privacy of Individually Identifiable Health Information, at 45 C.F.R. Parts 160 and 164, Subparts A and E, as amended from time to time (the “Privacy Rule”); the Security Standards for the Protection of Electronic PHI, 45 C.F.R. Parts 160 and 164, Subparts A and C (the “Security Rule”); and the standards for Notification in the Case of Breach of Unsecured PHI, 45 C.F.R. Part 164, Subpart D (the “Breach Notification Rule”) (collectively, the “HIPAA Rules”). Unless otherwise provided herein, all capitalized terms in this BAA will have the same meaning as provided under the HIPAA Rules and HITECH (as defined below). Associate and Covered Entity will comply with the terms of this BAA for the duration of the Agreement and for such other continuing periods as provided in this BAA. This BAA shall supersede any and all prior business associate agreements entered into between the Parties.

1. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION.

- a. **Performance of Services.** Associate will use and disclose PHI only for those purposes necessary to perform its duties, obligations and functions under the Agreement, or as otherwise expressly permitted or required by this BAA or as Required by Law. Associate will not use or further disclose any PHI in violation of this BAA or in a manner that, if done by Covered Entity, would violate the Privacy Rule.
- b. **Limited Data Sets.** Associate will limit any uses, disclosures, or requests of PHI to a Limited Data Set, as defined in 45 C.F.R. § 164.514(e)(2), or if needed by Associate to the minimum necessary PHI required to accomplish the intended purpose of the use, disclosure, or request, as defined by the Privacy Rule, pursuant to the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and any regulations or guidance promulgated thereunder by the Secretary. For any disclosures of PHI pursuant to this BAA, the Party disclosing the PHI shall determine what constitutes the minimum necessary to accomplish the intended purpose of the disclosure.
- c. **Data Aggregation.** Associate may use PHI to perform data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. **Associate's Management and Administration.** Associate may use or disclose PHI for the necessary management and administration of Associate, or to carry out the legal responsibilities of Associate, provided that if Associate makes a disclosure of PHI:

- i. The disclosure is Required by Law; or
- ii. Associate first secures written assurances from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify the Associate of any breaches in the confidentiality of the PHI.

Notwithstanding the foregoing, the Parties explicitly agree that unless the de-identification requirements in Section 1(e) of this BAA are met, Associate's use of PHI in demonstrating its services or product to an outside third party is strictly prohibited by this BAA.

e. **De-Identification.** Associate may de-identify the PHI, provided that such de-identification is in accordance with 45 C.F.R. § 164.514(b)(92) and such resulting de-identified information is only used or disclosed for Associate's internal business purposes. Associate may not commercialize or sell the de-identified information to a third party.

f. **Prohibition on Off-Shoring PHI.** Associate agrees that no PHI may be created, received, maintained, accessed, or transmitted outside of the United States of America, which shall be construed as one of the fifty United States or one of the United States territories (i.e., American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and Virgin Islands).

2. **SAFEGUARDS FOR PROTECTED HEALTH INFORMATION.** Associate will implement appropriate safeguards to prevent any use or disclosure of PHI not otherwise permitted in this BAA. Associate also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of the electronic PHI, if any, that Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Associate will also comply with the applicable requirements of Subpart C of Part 164 of the Security Rule in the same manner such provisions apply to Covered Entity.

3. REPORTS OF IMPERMISSIBLE USE OR DISCLOSURE.

a. **Notification of an Impermissible Use or Disclosure of PHI.** Associate will report to Covered Entity any use or disclosure of PHI not permitted by this BAA, including any Breach of Unsecured PHI, as soon as reasonably practicable but in all events, within five (5) business days of its discovery.

b. **Notification of Security Incidents.** Associate also will report to Covered Entity any Security Incident of which it becomes aware within five (5) business days of its discovery. Notwithstanding the foregoing, Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Covered Entity acknowledges and agrees no additional notification to Covered Entity of such unsuccessful Security Incidents is required. However, to the extent that Associate becomes aware of an unusually high number or pattern of unsuccessful Security Incidents due to the repeated acts of a single party, Associate shall notify Covered Entity of these attempts and provide the name, if available, of said party. At the request of Covered Entity, Associate shall use its best efforts to identify the date of the Security Incident, Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

- c. **Content of Notifications.** Associate's notices provided under this Section 3 will include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by Associate to have been, accessed, acquired, used, or disclosed during or as a result of the impermissible use or disclosure of PHI, or a Security Incident ("Security Event"). Associate shall also provide Covered Entity with at least the following information: a description of the Security Event, including the date of the Security Event and date of discovery, if known; a description of the types of PHI involved in the Security Event; any steps Individuals should take to protect themselves from potential harm as a result of the Security Event; and any other information requested by Covered Entity related to the Security Event. Associate shall supplement such notice with further information as it becomes available, even if such information becomes available after Individuals have been notified of the Security Event.
 - d. **Cooperation by Associate.** Associate agrees to cooperate with Covered Entity in the investigation of a Security Event and understands and agrees that Covered Entity in its sole discretion will determine whether or not a Security Event is a Breach and/or triggers notification obligations.
 - e. **Obligation to Provide Notifications.** In the event that Associate or its Workforce members or Subcontractors cause a Security Event or a Security Event occurs while PHI is in Associate's possession or is being transmitted by Associate, Associate agrees that Covered Entity may, in its sole discretion, require Associate to provide all notifications that Covered Entity is required to make pursuant to the Breach Notification Rule and any other applicable laws. Covered Entity shall have the right to review, direct, and approve or reject the contents or manner of such notifications.
 - f. **Cost Reimbursement and Indemnification.** Associate also agrees to indemnify and reimburse Covered Entity for any costs incurred in investigating, mitigating, and otherwise responding to a Security Event caused by Associate or its Workforce or Subcontractors, or a Security Event occurs while PHI is in Associate's possession or is being transmitted by Associate, including costs related to providing legally required notifications, as well as credit monitoring services for at least one (1) year to the extent the Security Event involved social security numbers or financial account information.
4. **SUBCONTRACTORS.** In accordance with 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(ii), if Associate provides PHI to a Subcontractor, Associate shall ensure that the Subcontractor agrees in writing to substantially the same, but at least as stringent and protective as to Covered Entity and the PHI, as the restrictions and conditions that apply in this BAA to Associate with respect to such information, including the safeguards required by Section 2. Associate shall maintain a list of its Subcontractors and will provide Covered Entity with a copy of such list upon reasonable request.
5. **OBLIGATIONS REGARDING ASSOCIATE PERSONNEL.** Associate will appropriately inform and train all of its Workforce members ("Associate Personnel"), whose services may be used to satisfy Associate's obligations under the Agreement and this BAA of such Associate Personnel's HIPAA Rule and HITECH obligations so as to enable Associate to comply with the terms of this BAA. Associate represents and warrants that the Associate Personnel are under legal obligation to Associate, by contract or otherwise, sufficient to enable Associate to fully comply with the provisions of this BAA.
6. **ACCESS TO PHI.**
- a. **Covered Entity Access.** Within five (5) business days of a request by Covered Entity for access to PHI held by Associate in a Designated Record Set, Associate will make the requested PHI available to Covered Entity, in the time, manner, and format requested by Covered Entity, including electronically if Associate maintains the PHI electronically and the requested form and format is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any fee that Associate may charge for providing the access required hereunder must be reasonable, cost-based, and determined in accordance with 45 C.F.R. § 164.524(c)(4).

b. **Individual Access.** If an Individual requests access to PHI directly from Associate, Associate will notify the Individual that it will forward the request to Covered Entity. Within five (5) business days of the request, Associate will forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Associate will make no such determinations. Only Covered Entity will release PHI to the Individual pursuant to such a request.

7. **AMENDMENT OF PHI.** Within five (5) business days of receiving a request from Covered Entity to amend an Individual's PHI held by Associate in a Designated Record Set, Associate will provide such information to Covered Entity for amendment. If Covered Entity's request includes specific information to be included in the PHI as an amendment, Associate will incorporate such amendment within five (5) business days of receipt of Covered Entity's request. Associate will forward to Covered Entity within five (5) business days any requests by Individuals to Associate to amend PHI within its or Covered Entity's possession. Covered Entity will be responsible for making all determinations regarding amendments to PHI, and Associate will make no such determinations.

8. **ACCOUNTING OF DISCLOSURES; REQUESTS FOR DISCLOSURE.**

a. **Disclosure Records.** Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. § 164.528, Associate shall account for all disclosures of PHI made through an Electronic Health Record in accordance with all applicable regulations.

b. **Data Regarding Disclosures.** For each disclosure for which Associate must maintain documentation under Section 8(a), Associate will record and maintain the following information:

- The date of disclosure;
- The name of the entity or person who received the PHI, and, the address of such entity or person, if known;
- A description of the PHI disclosed; and
- A brief statement of the purpose of the disclosure.

c. **Individual Request for Disclosure Records.** Within five (5) business days of receipt of a notice from Covered Entity to Associate of an Individual's request for an accounting of disclosures, Associate will provide Covered Entity with the record of disclosures requested in the notice.

d. **Individual Request to Associate.** If an individual requests an accounting of disclosures directly from Associate, Associate will notify the Individual that he or she will receive such accounting from Covered Entity. Associate will forward the request to Covered Entity within five (5) business days of Associate's receipt of the request, and will make its records of disclosures available to Covered Entity as otherwise provided in this Section. Covered Entity will be responsible for preparation and delivery of the records of disclosure to the Individual. Associate will not provide an accounting of its disclosures directly to the Individual.

- e. **Survival of Obligations.** Associate's obligations related to maintaining a disclosure record and providing the disclosure record to Covered Entity as required by this Section 8 shall survive for six (6) years from the effective date of the relevant Agreement, Associate shall provide Covered Entity with its disclosure record which reflects disclosures made by Associate over the six (6) years immediately preceding the date of termination.
9. **REQUESTS FOR RESTRICTIONS.** If Covered Entity advises Associate of any changes in, or restrictions to the permitted use or disclosure of PHI provided to Associate, Associate will restrict use or disclosure of PHI consistent with Covered Entity's instructions. If Associate receives a request to restrict the disclosure of PHI directly from an individual, Associate shall promptly notify Covered Entity of such request, and Covered Entity shall be responsible for making the determination as to whether Associate shall comply with the individual's request.
10. **DELEGATION OF OBLIGATIONS.** To the extent Associate is clearly required by the terms of the Agreement to carry out Covered Entity's obligations under the Privacy Rule, Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such delegated obligations.
11. **MITIGATION PROCEDURES.** Associate will mitigate, to the maximum extent practicable, any harmful effect that is known to Associate arising from its, its Workforce's, or its Subcontractors' Use or Disclosure of PHI in a manner that violates this BAA.
12. **INDEMNIFICATION.** The following indemnification provisions shall apply to this BAA and shall survive the termination of the Agreement or this BAA:
- a. To the fullest extent permitted by law, Associate, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Covered Entity, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, investigations or audits by state or federal government agencies, suits, actions, claims, damages, liability, penalties, losses, expenses, including but not limited to, attorney fees, defense costs, court costs, the cost of appellate proceedings, and the costs of responding to and defending against an investigation or audit, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Associate relating to work or services in the performance of this BAA, including but not limited to, any Subcontractor, or Associate's or Subcontractor's Workforce, regardless of whether or not caused in part by the active or passive negligence of a party indemnified hereunder including Covered Entity, its agents, representatives, officers, directors, officials and employees.
- b. If any claim, action or proceeding is brought against Covered Entity by reason of any event that is the subject of this BAA and or described herein, upon demand made by Covered Entity, Associate, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of Covered Entity by an attorney hired by Associate, or if covered by insurance, Associate's insurer, all of which must be approved by Covered Entity, which approval shall not be unreasonably withheld or delayed. Covered Entity shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Covered Entity may engage its own attorney to defend or assist in its defense.

Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by Covered Entity, which approval shall not be unreasonably withheld or delayed. If Associate neglects or refuses to defend Covered Entity as provided by this BAA, any recovery or judgment against Covered Entity for a claim covered under this BAA shall conclusively establish Associate's liability to Covered Entity in connection with such recovery, fine, penalty, or judgment. Further, if Covered Entity desires to settle such dispute, Covered Entity shall be entitled to settle such dispute in good faith and Associate shall be liable for the amount of such settlements. Regardless of settlement, fine, penalty, or judgment, Associate shall be liable for all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

- c. Any limitations of liability contained in the Agreement shall not apply to the indemnification requirements of this Section.
- d. In addition to the indemnification obligations set forth herein, Associate shall make itself and any Subcontractors or Workforce members assisting Associate in the performance of its obligations under the Agreement or this BAA available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claim of violation of HIPAA, the HITECH Act, the HIPAA Rules, or other laws related to security and privacy by Associate or its Subcontractors or Workforce members.
- e. This Section shall survive termination of this BAA.

13. RESPONSIBILITIES UPON TERMINATION.

- a. **Return of PHI; Destruction.** Within fifteen (15) days of termination of this BAA, Associate will return to Covered Entity all PHI received from Covered Entity or created or received by Associate on behalf of Covered Entity which Associate maintains in any form or format (including copies thereof), and Associate will not maintain or keep in any form or format any portion of the PHI. Alternatively, Associate may, upon Covered Entity's written consent, destroy all such PHI and provide written documentation of such destruction to Associate. The requirement to return or destroy such PHI will apply to all Subcontractors of Associate. Associate will be responsible for recovering any PHI from such Subcontractors. If Associate cannot obtain the PHI from any Subcontractor, Associate will so notify Covered Entity and will require that such Subcontractor directly return PHI to Covered Entity or otherwise destroy such PHI, subject to the terms of this Section.
- b. **Return or Destruction of PHI Infeasible.** If Associate believes that returning or destroying PHI in its or its Subcontractors' possession at the termination of this BAA is infeasible, it will provide written notice to Covered Entity within five (5) business days of the effective date of termination of this BAA. Such notice will set forth the circumstances that Associate believes makes the return or destruction of PHI infeasible and the alternative measures that Associate recommends for assuring the continued confidentiality and security of the PHI. Covered Entity promptly will notify Associate of whether it agrees that the return or destruction of PHI is infeasible. If Covered Entity agrees that return or destruction of PHI is infeasible, Associate agrees to extend all protections, limitations and restrictions of this BAA to the PHI retained after termination of this BAA and to limit further uses or disclosures to those purposes that make the return or destruction of the PHI infeasible. Any such extended protections, limitations and restrictions will apply to any Subcontractors of Associate for whom return or destruction of PHI is determined by Covered Entity to be infeasible. If Covered Entity does not agree that the return or destruction of PHI from Associate or its Subcontractors is infeasible, Covered Entity will provide Associate with written notice of its decision, and Associate and its Subcontractors will proceed with the return or destruction of the PHI pursuant to the terms of this Section within fifteen (15) days of the date of Covered Entity's notice.

14. **TERMINATION.** Covered Entity and Associate may immediately terminate this BAA upon written notice to the other Party if Covered Entity or Associate determines in its discretion that the other Party has breached a material term of this BAA. Alternatively, the non-breaching Party may elect to provide the breaching Party with thirty (30) days' advance written notice of the breaching Party's breach of any term or condition of this BAA, and afford the breaching Party the opportunity to cure the breach to the satisfaction of the non-breaching Party within twenty (20) days of such notice. If the breaching Party fails to timely cure the breach, as determined by the non-Breaching Party, the BAA will terminate this BAA as provided in the non-breaching Party's notice. This BAA will automatically terminate upon expiration or termination of the last effective Agreement between the Parties, unless the Parties explicitly agree in writing to extend the term of this BAA beyond the expiration or termination of the last effective Agreement.

15. **ASSOCIATE BOOKS AND RECORDS.**

- a. **Covered Entity Access.** Following a Security Event, or for purposes of Covered Entity responding to a government inquiry or judicial or administrative process, Associate will, within five (5) business days of Covered Entity's written request, make available during normal business hours at Associate's offices, all records, books, agreements, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Covered Entity to determine Associate's compliance with the Agreement and this BAA.
- b. **Government Access.** Associate will make its internal practices, books and records on the use and disclosure of PHI available to the Secretary to the extent required for determining compliance with the Privacy Rule. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Associate or Covered Entity as a result of this Section. Associate shall also make its policies and procedures, and documentation required by the Security Rule relating to the safeguards in Section 2, available to the Secretary for purposes of determining Covered Entity's and Associate's compliance with the Security Rule.

16. **NOTICES.**

- a. Any notices required under this BAA will be sent to the Parties at the following address by first class mail, fax or hand delivery:

Covered Entity:

Entity Name:

Address:

City, State, Zip:

Fax:

Attn:

Associate:

Paid In Full, Inc.

PO Box 43228

Phoenix, AZ 85080

Fax: 623-298-5688

Attn: Brad Klein

- b. Any notice, report or other communication required under this BAA shall be in writing and shall be delivered personally, telegraphed, emailed, sent by facsimile transmission, or sent by U.S. mail.

17. MISCELLANEOUS.

- a. **Relationship of Parties.** In the performance of the work, duties and obligations described in this BAA or the Agreement, the Parties acknowledge and agree that each Party is at all times acting and performing as an independent contractor and at no time shall the relationship between the Parties be construed as a partnership, joint venture, employment, principal / agent relationship, or master / servant relationship.
- b. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended and for which compliance is required.
- c. **Amendment.** No change, amendment, or modification of this BAA shall be valid unless set forth in writing and agreed to by both Parties. Notwithstanding the foregoing, the Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this BAA may be required to ensure compliance with such developments. The Parties specifically agree to take such action as may be necessary from time to time for the Parties to comply with the requirements of the HIPAA Rules and HITECH. Covered Entity shall provide written notice to Associate to the extent that any final regulation or amendment to the HIPAA Rules promulgated by the Secretary requires an amendment to this BAA. The Parties agree to negotiate an amendment to this BAA in good faith; however, either Party may terminate this BAA upon ninety (90) days written notice to the other Party if the Parties are unable to reach an agreement.
- d. **Interpretation.** Any ambiguity in this BAA shall be resolved to permit Covered Entity and Associate to comply with the HIPAA Rules and HITECH. The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA, provided that any provision in the Agreement that is more stringent or protective of PHI than the terms of this BAA shall govern.

IN WITNESS WHEREOF, each Party has caused this BAA to be executed by its duly authorized representative as of the _____ day of _____, 20_____.

Covered Entity:

ASSOCIATE:

By: _____

By:  _____

Print Name: _____

Print Name: Brad Klein _____

Title: _____

Title: President _____



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 4th, 2020

Regular Special

DATE ACTION SUBMITTED: July 27th, 2020

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF AGREEMENT WITH EPIC FUELS FOR CREDIT CARD PROCESSING AT THE NEW AIRPORT FUEL TERMINAL

FROM: Keri Bagley, Finance Director

RECOMMENDATION: Approve Agreement with Epic Fuels for Credit Card Processing at the Airport Fuel Terminal

PROPOSED MOTION: I move to approve the agreement with Epic Fuels

DISCUSSION: Public Works purchased a new fuel terminal from QTpod. QTpod states that they have their own proprietary pump control board and it is not like a gas station point of sale. It is designed specifically for airports and credit card processing for this terminal must go through them. This requires an agreement with Epic Fuels for the credit card processing. Transaction fees are comparable to the fees currently being paid for credit card processing through Heartland, used at City Hall, the Queen Mine and the Police Station.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Keri Bagley
Keri Bagley,
Finance Director

Reviewed by: Theresa Coleman
Theresa Coleman,
City Manager

Customer Account Setup Forms



CUSTOMER DETAILS

The undersigned hereby applies with EPIC Aviation, LLC and its subsidiaries for credit, for service and for delivery. The undersigned authorizes the receipt and exchange of credit information. Any falsification of information may nullify this application.

Legal Name: _____ DBA Name: _____

Airport Name: _____ IATA: _____

Type of Business: Corporation _____ Partnership _____ Individual _____ Fed Tax ID #: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Customer Service: _____ Phone: _____ E-Mail: _____

Fuel Pricing: _____ Phone: _____ E-Mail: _____

Bravo Rewards: _____ Phone: _____ E-Mail: _____

Accounting: _____ Phone: _____ E-Mail: _____

CARD PROCESSING

Current Card Processing Systems (please note all that apply):

Compass _____ Vx820 _____ TFBO _____ FBO Mgr _____ essinta WINGS _____ X-1FBO _____ AVMAN*POS _____

Total Aviation Software _____ QTPod M3000 _____ QTPod M4000 _____ FuelMaster _____

EPIC CARD

Reimburse within 2 business days of the transaction being settled. Processing the EPIC Card on Contract or Retail?

Contract at 0% for Jet fuel _____ **OR** Retail at 1.75% _____

0% for Jet + Ancillary Services; 1.75% for Avgas & Ancillary Services 1.75% for all EPIC Card transactions; Full priced fuel receipt to end user.

\$0 Jet fuel receipt to end user.

REWARD PROGRAMS

I would like to participate in the Bravo Rewards Program? Yes _____ No _____

The FBO understands that participation in the EPIC Aviation "EPIC" Rewards Program is optional. The FBO is responsible for the cost of points awarded at their FBO with the exception of 1 cent per gallon for all transactions paid for using the EPIC Card. For the customer to receive the 1 cent per gallon point value from EPIC the FBO must be participating in the program and have awarded at least 2 cents per gallon at the FBO's expense. If the FBO chooses to offer double, triple or other levels of points it is fully at the cost of the FBO. The FBO agrees to pay EPIC \$.01 for each point awarded from their business. FBO agrees to give at least 90 days' notice if they choose to discontinue participation in the program.

ACH AGREEMENT

Credit Card Processing: I/We hereby authorize the EPIC Processing Center to deposit funds into the undersigned's bank account by means of Electronic Funds Transfer for payment of goods and services charged on the Quick Serve program and processed by the EPIC Processing Center. It will allow access for adjustments (debit transactions) in the event of billing errors or charge backs; EPIC Processing Center will attempt to notify the merchant prior to any charge back. Disputes regarding deposits (credits) should be made within fifteen days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged.

Bank Name: _____ Branch: _____

Account #: _____ ABA #: _____

Branch Address: _____ City: _____ State: _____ Zip: _____

This authority is to remain in full force and effect until EPIC has received written notification from me (or either of us) of its termination in such time and in such manner as to afford EPIC and DEPOSITORY a reasonable opportunity to act on it.

Authorized Rep: _____ Date: _____

Authorized Rep: _____ Date: _____

Signature / Printed Name

FOR INTERNAL USE:

EPIC CARD ONLY Setup: Y ___ N ___

W-9 & ACH Attached: Y ___ N ___

Send Card Funds to FBO: Y ___

Number of Compass IDs: _____

FUEL TYPES SOLD

_____ Jet A _____ Jet A with Additive _____ Avgas/100LL

BULK FUEL TAXES

Please enter all applicable taxes for bulk fuel purchases that are applicable at your airport.

Taxes & Fees	Jet A Rate	Avgas 100LL Rate	Cents Per Gallon or %
Federal Excise Tax	\$.244	\$.194	_____ cpg _____ %
State Sales Tax			_____ cpg _____ %
State Motor Fuel Tax			_____ cpg _____ %
County Tax			_____ cpg _____ %
Inspection Fee			_____ cpg _____ %
Flowage Fees			_____ cpg _____ %

Purchaser assumes the payment of all taxes, duties or other charges, now or hereafter, directly or indirectly, on goods or services sold by Seller. Seller assumes no liability for the collection and payment of any local, municipal, or county taxes, flowage fees, or other charges unless instructed in writing by Purchaser.

INTO-WING TAXES

Please enter/mark all applicable taxes for into-wing purchases that are applicable at your airport (please note all that apply):

Tax Type	Rate Amount	Cents Per Gallon or %	Additional Comments
Federal Excise Tax		_____ cpg _____ %	
Federal L.U.S.T. Tax		_____ cpg _____ %	
Federal Oil Spill Tax (FOSL)		_____ cpg _____ %	
State Excise Tax		_____ cpg _____ %	
State M.V.F Tax		_____ cpg _____ %	
Environmental Fee		_____ cpg _____ %	
State Sales Tax		_____ cpg _____ %	
County Sales Tax		_____ cpg _____ %	
Local Sales Tax		_____ cpg _____ %	
Local Sales Tax		_____ cpg _____ %	

SALES TAX

Please mark all products with the appropriate Subject to Sales Tax designation (please mark all that apply):

Y = Yes, N = No, Q = Query the table

Product	Subject to Sales Tax	Product	Subject to Sales Tax
Jet A Fuel	Y___ N___	De-Fuel	Y___ N___ Q___
Jet A Fuel w/Additive	Y___ N___	De-Icing Product	Y___ N___ Q___
Jet A1 Fuel JP-8	Y___ N___	Engine Preheat	Y___ N___ Q___
Avgas 100LL	Y___ N___	Flight Instruction	Y___ N___ Q___
Fuel Additive	Y___ N___ Q___	Flight Planning/Weather	Y___ N___ Q___
Prist	Y___ N___ Q___	GPU	Y___ N___ Q___
Oil	Y___ N___ Q___	GSE	Y___ N___ Q___
		Handling Charge	Y___ N___ Q___
APU	Y___ N___ Q___	Hangar Rental	Y___ N___ Q___
Aircraft Cleaning	Y___ N___ Q___	Labor	Y___ N___ Q___
Aircraft Rental	Y___ N___ Q___	Laundry	Y___ N___ Q___
Car Rental	Y___ N___ Q___	Lav Service	Y___ N___ Q___
Catering	Y___ N___ Q___	Maintenance	Y___ N___ Q___
Charter	Y___ N___ Q___	Miscellaneous	Y___ N___ Q___
Daily Hangar Rental	Y___ N___ Q___	Oxygen	Y___ N___ Q___
		Pilot Supplies	Y___ N___ Q___
		Potable Water	Y___ N___ Q___
		Security Services	Y___ N___ Q___
		Shop - Retail	Y___ N___ Q___
		Spare - Parts	Y___ N___ Q___
		Tie Down	Y___ N___ Q___
		Airport Fees	Y___ N___ Q___
		Callout Fee	Y___ N___ Q___
		Cargo Handling Fee	Y___ N___ Q___
		Customs Fee	Y___ N___ Q___
		Hookup Fee	Y___ N___ Q___
		Landing Fee	Y___ N___ Q___
		Overtime Fee	Y___ N___ Q___
		Quick Turn Fee	Y___ N___ Q___
		Ramp/Parking Fee	Y___ N___ Q___

CARD PROCESSING AGREEMENT

This Card Processing Agreement ("Agreement") is made as of the ___ day of _____ 201___, by and among *EPIC Card Services, LLC*, ("ECS") with an office at 3841 Fairview Industrial Drive SE, Suite 150, Salem, Oregon, 97302, and _____ whose principal place of business is at _____ ("Merchant").

WHEREAS, Merchant is the owner and operator of certain facilities located at _____ ("the Airport"); and

WHEREAS, Merchant wishes to use ECS's payment card processing system and services (the "ECS Processing System") to facilitate its acceptance of EPIC payment cards (the "Cards") and operate ECS's payment card point of sale equipment described below ("PoS Equipment") in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, ECS has an agreement with an acquiring bank ("Acquiring Bank") that provides settlement services with respect to certain payment card transactions processed by ECS.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other consideration, the receipt and adequacy of which are hereby acknowledged, Merchant and ECS agree as follows:

Authorization to Honor Cards. ECS grants to Merchant the privilege of accessing the ECS Processing System for the acceptance of Cards. Merchant represents, warrants and covenants to ECS that (a) all Card transactions processed by Merchant shall have been originated by Merchant from a bona fide transaction for the sale of goods or services by Merchant to the customers properly presenting Cards for use in payment therefore, (b) the indebtedness represented by the information has not been pledged as collateral by or on behalf of Merchant, and (c) Merchant has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject indebtedness is impaired in any way.

Terms, Conditions & Requirements. In transactions involving Cards, Merchant agrees to comply with (the following referred to collectively as the "Requirements"): (a) all card acceptance policies, procedures, and operating instructions established by applicable card issuers; (b) the policies, procedures, and operating rules, regulations and instructions established by applicable payment card networks for Cards accepted by Merchant under this Agreement, as updated, modified, or amended from time to time (the "Payment Network Rules"); (c) applicable legal or regulatory requirements established by local, state, or federal law or agency; (d) the policies, procedures, operating instructions, and any special instructions relative to Card transactions as ECS or Acquiring Bank may establish from time to time, including but not limited to the general policies, procedures, and operating instructions set forth in the Credit Card Manual section of epiccardservices.com (the "Credit Card Manual"); and (e) the Card Processing Agreement Terms located at <https://epiccardservices.com/merchantTerms.action>.

The terms and provisions detailed in the Payment Network Rules, the Credit Card Manual and the Card Processing Agreement Terms are hereby incorporated herein by reference and made a part of this Agreement. ECS may amend, add to, or delete portions of the Credit Card Manual from time to time, and unless made impractical by security or other concerns, ECS shall provide prior notice to Merchant of changes in the Credit Card Manual by e-mail, posting on ECS's website, or at ECS's option, by written notice mailed to Merchant.

Merchant understands that its failure to comply with the Credit Card Manual, Payment Network Rules or Card Processing Agreement Terms may result in the applicable payment card networks imposing fees, fines and/or penalties for such noncompliance on Merchant, ECS or ECS's processor or Acquiring Bank, and Merchant agrees that it will be liable for all such fees, fines and/or penalties. Merchant agrees to review the Credit Card Manual section, the Payment Network Rules and the Card Processing Agreement Terms before submitting any Card transactions for processing under this Agreement. Merchant's submission of Card Transactions for processing through ECS shall evidence and ratify Merchant's agreement to be bound by the terms of the Credit Card Manual, the Payment Network Rules and the Card Processing Agreement Terms.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



GATEWAY AGREEMENT FOR GOVERNMENT ENTITIES

THIS GATEWAY AGREEMENT FOR GOVERNMENT ENTITIES ("Agreement") is entered into by **U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank")** and the entity executing this Agreement as **"Licensee."** This Agreement is effective upon signing by U.S. Bank ("**Effective Date**").

BACKGROUND

U.S. Bank has built and maintains multiple, highly confidential and proprietary web-based XML interfaces and related documentation (collectively, "**Gateways**") used for the authorization and settlement of payment card transactions (the "**Transactions**"). Licensee is a merchant participant or a group of merchant participants (with the group being responsible for aggregating those merchant participants' data) in the _____ Card Program ("**Program**"). In conjunction with the Program, Licensee wishes to use the software programs set forth on Exhibit A to this Agreement (collectively, the "**Software**") to provide an interface to the Gateways. The respective developers for each Software program (the "**Developer(s)**") are also set forth on Exhibit A.

By clicking on the "I AGREE" button or a similar affirmation, or by acknowledging acceptance of the Agreement by any other method allowed by U.S. Bank (including, without limitation, a physical or electronic signature), Licensee agrees that it has reviewed and agrees to be legally bound by the terms and conditions of the Agreement.

TERMS AND CONDITIONS

1. TERM AND TERMINATION.

- 1.1 Term.** This Agreement will commence on the Effective Date and will remain in effect unless terminated as provided herein (the "**Term**").
- 1.2 Termination.** Either party may terminate this Agreement for cause upon 30 days' written notice, if the other party has breached its duties set forth in this Agreement and has not cured such breach within the 30-day notice period. Upon termination of this Agreement, all licenses granted hereunder immediately terminate, and Licensee shall immediately discontinue use of the Software and Gateways. Additionally, U.S. Bank may terminate this Agreement upon the termination or expiration of any underlying processing agreement that it has in place with Licensee.

2. LICENSE GRANT.

- 2.1 License.** Subject to the terms and conditions of this Agreement, U.S. Bank hereby grants, and Licensee hereby accepts, a non-exclusive, non-transferable, revocable, limited license (without right to sublicense) to use the Gateways with the Software, solely for Licensee's use with its merchants/sub-merchants during the Term and for submitting Transactions to U.S. Bank.
- 2.2 Use Restrictions.** Licensee shall not, and shall not permit any third party to:
 - A.** Use the Software or Gateways in any way inconsistent with the terms of this Agreement;
 - B.** Use the Software or Gateways, either directly or indirectly, to develop any product or service that competes with the Software and Gateways provided pursuant to this Agreement;
 - C.** Disassemble, decompile, decrypt, extract, reverse engineer, or modify the Software or Gateways, or otherwise apply any procedure or process to the Software or Gateways to ascertain, derive or appropriate for any reason or purpose, the source code or source listings for the Software or Gateways, or any algorithm, process, procedure, or other information contained in the Software or Gateways;
 - D.** Provide the Software or Gateways to any third party, other than to Licensee's (or its sub-merchants') authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions set forth herein;
 - E.** Make any copies of the Software or Gateways, except as incidental to the purposes of this Agreement, or for archival purposes as required by applicable law (and any copies hereunder must contain all required proprietary notices);
 - F.** Rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Software or Gateways;
 - G.** Circumvent or attempt to circumvent any applicable security measures of the Software or the Gateways; or
 - H.** Use the Software or Gateways for any illegal purpose.

3. INTELLECTUAL PROPERTY AND OWNERSHIP.

- 3.1 Intellectual Property.** U.S. Bank and its licensors retain all right, title and interest in and to the Software and Gateways, and any Intellectual Property embodied therein. Licensee has no rights other than those rights expressly set forth herein. As used in this Agreement, "**Intellectual Property**" means all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, in all countries of the world.
- 3.2 Modifications and Derivative Works.** As between U.S. Bank and Licensee, U.S. Bank or its licensors own all right, title and interest in any modifications, derivatives, improvements, enhancements or extensions of or to the Gateways and the Software ("**Derivative Works**"), including, without limitation, any Intellectual Property, regardless of which party creates such Derivative Work. Licensee transfers, conveys and assigns to U.S. Bank in perpetuity all right title and interest to such Derivative Works. Licensee further agrees to execute any such documents, render such assistance and take such other action as U.S. Bank and its licensors reasonably request to apply for, register, perfect and protect U.S. Bank's Intellectual Property in the Derivative Works.



3.3 Updates to Software and Gateways. U.S. Bank and its licensors may, in their discretion, release Updates to the Software or Gateways. In this Agreement, "Updates" mean enhancements or improvements to the Software or Gateways. Licensee agrees that: i) it is entirely responsible for maintaining compatibility with the Software and Gateways; and ii) its failure to install such Updates in a timely manner may affect the functionality of the Software and Gateways.

3.4 Third Party Licenses. Certain licenses granted hereunder may be subject to other licenses held by U.S. Bank. If any license held by U.S. Bank is terminated or otherwise expires, U.S. Bank may terminate, in its sole discretion, the corresponding license granted to Licensee.

4. COMPLIANCE AND SECURITY.

4.1 Licensee shall notify U.S. Bank immediately if a Developer or any other third party has solicited or attempted to solicit Licensee, its employees or agents to: i) discontinue its use of the Gateways and commence processing with another processing service provider; or ii) split settlements or misappropriate or re-direct Transactions. Licensee agrees that engaging in such activity or accepting such solicitations may jeopardize Licensee's eligibility to accept U.S. Bank's card(s) and remain in the Program.

4.2 U.S. Bank shall use commercially reasonable efforts to maintain the security of the Gateways. Licensee shall use commercially reasonable efforts to maintain the security of Software and any associated passwords.

4.3 Licensee is solely responsible for the security of data residing on servers owned or operated by Licensee, or a third party designated by Licensee (such as a web hosting company). Licensee shall comply with all applicable laws, policies and regulations governing the security, privacy, collection, retention and use of customer data belonging to Licensee or its merchants or sub-merchants, including, without limitation, financial information, card account numbers, and all other personally identifiable customer information. Licensee shall further comply with all then-current rules, regulations, and security measures issued by payment networks and the Federal Trade Commission, associated with the collection, security, dissemination and destruction of data from and related to its customers and their respective Transactions (collectively, "Transaction Data").

4.4 Licensee shall take precautions to ensure that Licensee's (and its merchants/sub-merchants') server and electronic systems are secure from breach or intrusion by unauthorized third parties. If the systems of Licensee or its merchants/sub-merchants (or systems under their respective control) are breached and an unauthorized third party has access to or has accessed Transaction Data, Licensee shall notify U.S. Bank promptly of such breach and will implement all such precautions to prevent such breaches from occurring in the future.

4.5 Licensee shall comply, and cause its merchants and sub-merchants to comply, with all U.S. Bank security protocols and procedures in effect during the Term of this Agreement. Licensee is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by U.S. Bank. U.S. Bank is not liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Licensee's account or to Transaction Data.

5. CONFIDENTIALITY AND TRADE SECRETS

5.1 As between U.S. Bank and Licensee, the Gateways and related Intellectual Property, as well as documentation supplied by U.S. Bank or its licensors ("Documentation") pursuant to this Agreement are U.S. Bank's trade secrets (the "Trade Secrets"). Licensee shall:

- A. Maintain the confidentiality of such information, limit access to such information solely to those employees that have a need to know, and use such information only in accordance with this Agreement; and
- B. In no way discuss or otherwise make available such information to any third parties, to the extent permitted by law.

5.2 Nothing in this Agreement should be construed to limit or prevent Licensee from disclosing information to the extent required under the open records laws or regulations applicable to Licensee.

6. WARRANTIES.

6.1 Licensee hereby represents and warrants that:

- A. All representations and statements made by Licensee in this Agreement are accurate, and complete in all respects, and Licensee hereby authorizes U.S. Bank to verify and confirm all information provided herein;
- B. Licensee is engaged in a lawful business and is duly licensed to conduct such business under the laws of any state, county, city and country in which Licensee operates;
- C. Licensee will not submit any Transactions that violate any laws of any related state, county, city, or country or any bank card and payment network rules, and will otherwise comply with all applicable laws, regulations, and rules in connection with Licensee's obligations under this Agreement; and
- D. There are no outstanding or contemplated assignments, obligations or agreements, whether written, oral or implied, that are inconsistent with the rights and obligations of this Agreement.

The Gateways and Software are provided on an "as-is" basis, "as available," basis. U.S. Bank does not represent or warrant that the Gateways and Software will be available, accessible, uninterrupted, timely, secure, accurate, complete, or entirely error-free. U.S. Bank specifically disclaims all representations, warranties and conditions whether express or implied, arising by statute, operation of law usage of trade, course of dealing or otherwise, including but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, or title with respect to the Gateways and Software. Licensee understands and agrees that U.S. Bank



bears no risk with respect to Licensee's sale of products or services, including, without limitation, any risk associated with card fraud or chargebacks.

7. INDEMNIFICATION.

7.1 To the extent permitted by the laws of the jurisdiction in which Licensee is located, Licensee shall indemnify, defend and hold harmless U.S. Bank and its affiliates, parents and subsidiaries, and any of their officers, directors, agents and employees, from and against any claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by U.S. Bank, arising out of or related to:

- A. Any breach or alleged breach by Licensee of any representation, warranty or obligation set forth in this Agreement;
- B. Any damage or loss arising from the negligence, fraud, dishonesty, or willful misconduct of Licensee or any of Licensee's merchants/sub-merchants, employees, agents or customers;
- C. The reliability, accuracy, or legitimacy of Transaction Data as submitted to U.S. Bank;
- D. Transactions submitted by Licensee to U.S. Bank and rejected by U.S. Bank or an issuing bank;
- E. Any alleged infringement of a patent, copyright, trademark, or other intellectual property right resulting from the acts or omissions of Licensee or its merchants/sub-merchants; or
- F. Claims by customers of Licensee or its merchants/sub-merchants.

7.2 In all cases and notwithstanding the obligations set forth in Section 7.1, each party to this Agreement will be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction.

8. LIMITATION OF LIABILITY

8.1 Under no circumstances will either party or any of its parents, affiliates (or any officers, directors, employees or agents of those parties) be liable for any indirect, incidental, consequential, punitive, special, or exemplary damage or loss suffered or incurred by the other party, regardless of the form of action, or any loss of revenue, profits or business, anticipated savings, loss of goodwill or reputation, costs of delay, lost or damaged data, or the incurring of liability for loss or damage of any nature whatsoever suffered by third parties, all whether in contract, strict liability or tort (including negligence), regardless of whether it has been advised of the possibility of such damages. This exclusion will not preclude U.S. Bank from seeking indemnification, pursuant to Section 7 of this Agreement.

8.2 Except with respect to indemnification obligations, in no event will a party's liability under this Agreement for all claims arising hereunder exceed, in the aggregate, \$1,000.00.

8.3 Licensee expressly agrees that U.S. Bank will not be liable for any loss arising from or related to:

- A. fraudulent transactions processed through Licensee's payment Gateway accounts; or
- B. actions or inactions by any third party.

9. MISCELLANEOUS.

9.1 **Amendment to this Agreement; Waiver.** No modification or waiver of any of the terms and conditions of this Agreement will be binding upon U.S. Bank, whether written, oral, or in any other medium, unless made in writing and approved and signed by U.S. Bank. To the extent required by changes in technology, applicable laws or regulations (or to the extent reasonably necessary to comply with changes in U.S. Bank policy stemming from such changes in applicable laws or regulations), U.S. Bank may amend the terms and conditions set forth herein by providing Licensee notice thereof. Such amendments will take effect on the date specified in such notice. All rights and duties within this Agreement are material. No waiver of any rights hereunder will be deemed effective unless in writing executed by the waiving party. No waiver by either party of a breach or any provision of this Agreement will constitute a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. No failure to exercise, and no delay in exercising, any right(s) hereunder on the part of either party will operate as a waiver of any such right. All of U.S. Bank's rights are cumulative; and no single or partial exercise of any right hereunder will preclude further exercise of such right or any other right.

9.2 **Relationship of the Parties.** Each party is an independent contractor and not an agent or representative of the other party. This Agreement does not create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party.

9.3 **Assignment.** Licensee shall not assign any of its rights or delegate the performance of any of its obligations under this Agreement without the prior written consent of U.S. Bank, including in the case of merger.

9.4 **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the state in which the Licensee is located (or in the case of a federal entity, in accordance with federal law), without regard to the conflict of laws principles. The parties agree that any suit, action, or proceeding arising out of or relating to this Agreement, or the interpretation, performance or breach of this Agreement, must be instituted in any court of the State in which the defendant or respondent to such suit or action is located, or if the contracting party is a federal government entity, the necessary or applicable board of contract appeal or the Court of Federal Claims. Each party irrevocably submits to the jurisdiction of those courts and waives all objections to jurisdiction and venue.

9.5 **Severability.** If any provision, in whole or in part, of this Agreement is held invalid or unenforceable for any reason, the invalidity will not affect the validity of the remaining provisions of the Agreement. The parties may substitute for the invalid provision which most closely approximates the intent and economic effect of the invalid provision.



- 9.6 **Notices.** All notices to Licensee must be given electronically, sent to the electronic mail address provided by Licensee.
- 9.7 **Survival.** The provisions of this Agreement relating to any fees or other amounts owed, confidentiality, intellectual property ownership, compliance, security, warranties, limitation of liability, indemnification, governing law, severability, and this paragraph will survive termination or expiration of this Agreement. Additionally, all obligations and duties hereunder by their nature extend beyond the expiration or termination of this Agreement survive and remain in effect beyond any expiration or termination hereof.
- 9.8 **Entire Agreement.** This Agreement, together with any documents referenced herein, set forth the entire understanding and agreement of the parties, and supersede all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. Licensee acknowledges that this Agreement reflects an informed, voluntary allocation between U.S. Bank and Licensee of all risks (both known and unknown) associated with the subject matter of this Agreement.

Date: _____

Date: _____

By Government Licensee:

By U.S. Bank:

Printed Name of Licensee

U.S. Bank National Association

(Signature of Authorized Signer)

(Signature of Authorized Signer)

(Printed Name of Authorized Signer)

Brad W. Hoffelt
(Printed Name of Authorized Signer)

(Printed Title of Authorized Signer)

Senior Vice President
(Printed Title of Authorized Signer)



EXHIBIT A: SOFTWARE AND DEVELOPERS

SOFTWARE:

DEVELOPER:



Card Processing Schedule

QTpod will process the following credit and charge cards through electronic processing. The table below details the processing rates and estimated processing times.

Card Type	Processing Fee	Reimbursement (Business Days)
EPIC Card	1.75%	2 Days
American Express	3.35%	2 Days
Discover	2.95%	2 Days
MasterCard	2.10% - Qualified 3.15% - *Non Qualified	2 Days
Visa	2.10% - Qualified 3.15% - *Non Qualified	2 Days
Multi Service	3.25%	2 Days
U.S. Government AIRCard	4.50% - Non Contract	2 Days
AVCard	3.25%	2 Days

Transactions are processed through EPIC's gateway via Multi Service Aviation.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **08/4/2020**

Regular Special

DATE ACTION SUBMITTED: 07/29/2020

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and possible approval for the purchase of 16 Body Cameras for the Bisbee Police Department using Office of the Arizona Attorney General's Office grant in the amount of \$20,000 the remainder of the total amount of \$64,883.53 using General Fund Police Budget Capital Improvements to be paid in 4 annual installments.

FROM: Albert B. Echave, Chief of Police

RECOMMENDATION: Recommend Approval.

PROPOSED MOTION: I move to approve the purchase of 16 Body Cameras for the Bisbee Police Department using Office of the Arizona Attorney General's Office grant in the amount of \$20,000 the remainder of the total amount due of \$64,883.53 using General Fund Police Budget Capital Improvements to be paid in 5 annual installments.

DISCUSSION: The Bisbee Police Department applied for a grant from The Office of the Arizona Attorney General's Office in the amount of \$20,000 in which was granted. This grant will be used to purchase 16 Body Cameras for Officers of the Bisbee Police Department. The total purchase of these cameras is \$84,883.53 of these funds we will be using the awarded grant of \$20,000 the remainder of \$64,883.53 will be paid through Capital Improvement Police Budget. The remainder of the purchase of the body cameras will be paid in 5 annual installments beginning with Fiscal Year 2021 the 1st installment will be \$9,304.61 in which it entails the cameras, mounting systems, software, assurance plans, tech and body cam training. The 2nd annual installment and thereafter will be \$13,894.73.

The purchase of these body cameras is to enable full deployment of BWCS to Bisbee Police Officers who regularly interact with the public in enforcement capacities. This equipment will greatly improve officer safety, promote accountability, transparency, legitimacy, build trust and foster relationships within the Bisbee community.

FISCAL IMPACT: \$84,883.53

DEPARTMENT LINE ITEM ACCOUNT: 1062-91000/5340-35000

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:
Albert B. Echave
Chief of Police

Reviewed by:
Teresa Coleman
City Manager



AXON

Bisbee Police Department-AZ

AXON SALES REPRESENTATIVE

Thom Ruseva-Mahan

+1 4805026238

tmahan@axon.com

ISSUED

7/28/2020



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-262599-44040.874TR

Issued: 07/28/2020

Quote Expiration: 09/30/2020

Account Number: 115103

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Albert Echave
 Bisbee Police Department-AZ
 1 HWY 92
 BISBEE, AZ 85603
 US

BILL TO

Bisbee Police Department-AZ
 1 HWY 92
 BISBEE, AZ 85603
 US

SALES REPRESENTATIVE

Thom Ruseva-Mahan
 Phone: +1 4805026238
 Email: tmahan@axon.com
 Fax: +1 4809993359

PRIMARY CONTACT

Albert Echave
 Phone: (520) 432-2261
 Email: aechave@bisbeeaz.gov

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	6	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	2	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	16	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	16	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	240	0.00	0.00	0.00
73449	AWARE LICENSE	60	16	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		16	699.00	699.00	11,184.00
74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		17	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		16	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	16	336.00	336.00	5,376.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	43.90	43.90	87.80

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	240	4.80	4.80	1,152.00
73827	AB3 CAMERA TAP WARRANTY	60	16	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
73665	AWARE PAYMENT	12	16	108.00	108.00	1,728.00
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
					Subtotal	27,041.80
					Estimated Shipping	0.00
					Estimated Tax	2,262.81
					Total	29,304.61

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	16	336.00	336.00	5,376.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	240	4.80	4.80	1,152.00
73665	AWARE PAYMENT	12	16	108.00	108.00	1,728.00
					Subtotal	12,780.00
					Estimated Tax	1,114.73
					Total	13,894.73

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	16	336.00	336.00	5,376.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	240	4.80	4.80	1,152.00
73309	AXON BODY CAMERA REFRESH ONE		16	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK MID REFRESH		2	0.00	0.00	0.00
73665	AWARE PAYMENT	12	16	108.00	108.00	1,728.00
					Subtotal	12,780.00
					Estimated Tax	1,114.73
					Total	13,894.73

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	16	336.00	336.00	5,376.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	240	4.80	4.80	1,152.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73665	AWARE PAYMENT	12	16	108.00	108.00	1,728.00
					Subtotal	12,780.00
					Estimated Tax	1,114.73
					Total	13,894.73

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	16	336.00	336.00	5,376.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	240	4.80	4.80	1,152.00
73310	AXON BODY CAMERA REFRESH TWO		16	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		2	0.00	0.00	0.00
73665	AWARE PAYMENT	12	16	108.00	108.00	1,728.00
					Subtotal	12,780.00
					Estimated Tax	1,114.73
					Total	13,894.73

Grand Total 84,883.53

Discounts (USD)

Quote Expiration: 09/30/2020

List Amount	80,911.80
Discounts	2,750.00
Total	78,161.80

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	29,304.61
Year 2	13,894.73
Year 3	13,894.73
Year 4	13,894.73
Year 5	13,894.73
Grand Total	84,883.53

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (Or write N/A): _____	

Please sign and email to Thom Ruseva-Mahan at tmahan@axon.com or fax to +1 4809993359

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Axon Internal Use Only		
		SFDC Contract#: Order Type: RMA#: Address Used: SO#:
Review 1	Review 2	
Comments:		



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

June 30, 2020

Chief Albert Echave
Bisbee Police Department
1, AZ-92
Bisbee, AZ 85603
aechave@bisbeeaz.gov

RE: Law Enforcement Safety Equipment Funding

Dear Chief Echave,

I am proud to announce that your agency has been awarded funding from the Arizona Attorney General's Office (AGO) for purposes of purchasing law enforcement safety equipment in the amount of \$20,000.

As Attorney General, I am committed to partnering with law enforcement across Arizona to help ensure that you have the support and resources you need to do your job and keep your officers safe.

During the 2019 legislative session, the AGO worked with the legislature to re-appropriate consumer settlement funds from our office for the purpose of providing safety equipment funding for law enforcement agencies. Individual funding amounts are based upon the number of law enforcement personnel with AZPOST certification in your agency as of May 1, 2020.

Our goal is to award funding to every eligible law enforcement agency in Arizona that requests funding for qualified purchases. Examples of law enforcement safety equipment include, but are not limited to, personal protective equipment (PPE) related to COVID-19 exposure, as well as more traditional equipment and gear necessary to protect your officers.

The AGO is providing law enforcement agencies with the flexibility to determine what safety equipment might be most beneficial for you officers, however, funding requests outside of the scope of the purpose of the funding may be rejected.

Attached, you will find a Law Enforcement Equipment Grant Funding application. We are asking that you review the application and provide an itemized description (including the quantity and cost) for the safety equipment you intend to purchase with the AGO funding.

Following approval from the AGO, your agency will receive the funds to acquire the approved requested equipment.

All applications must be received by July 24, 2020. Contact information is included in the attached application should you have any questions. More information is also available at <https://www.AZAG.gov/police-equipment-contracts>.

I thank you and I am grateful to your department and everything it does to help keep Arizona communities safe.

Respectfully,

A handwritten signature in blue ink that reads "Mark Brnovich". The signature is stylized and includes a long horizontal flourish at the end.

Mark Brnovich
Arizona Attorney General



**Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program**

**Notice of Funds Available
Tier 7 – 15-24 Certified Officers**

PURPOSE

The Office of Arizona Attorney General Mark Brnovich (AGO) has set aside approximately \$2.5 million in total funds of Arizona's portion of the Wells Fargo multistate settlement monies for purposes of funding requests by Arizona law enforcement agencies to procure police safety equipment that is not currently funded by other sources. The goal of the AGO is to award grants to every eligible law enforcement agency in Arizona that requests qualified funding for officer safety equipment. **Funding will be awarded in capped contract amounts to eligible agencies based on the current number of law enforcement personnel with AZPOST certification in each agency as of May 1, 2020.**

AVAILABLE FUNDS

Grant awards of up to \$20,000 are available for law enforcement agencies with an AZPOST certified office workforce of 15-24 certified officers. The grant funds will be distributed through an executed Intergovernmental Agreement (see Attachment I) between the agency and the AGO. The Awarded funds are available for a period of twelve (12) months upon notice of award and are subject to available funds. All funds must be expended by the end of the contract period. Agencies will be required to provide proof of purchase of approved equipment purchased with AGO funds.

Available funds have been divided into ten (10) award category funding tiers, based upon current agency AZPOST certification (as of 05/01/2020).

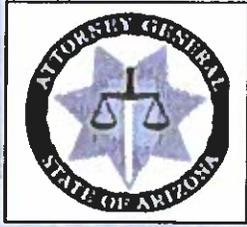
In the event eligible submission requests in a particular funding category exceed the capped amount of funds available for that funding tier, the overall money distributed to each qualified requestor in that tier will be adjusted proportionally.

ELIGIBLE LAW ENFORCEMENT AGENCIES

Applications can be submitted by law enforcement agencies identified by the AGO that include local governmental police departments, County Sheriff offices, and Tribal law enforcement offices. Statewide agencies and county attorney offices are not eligible for grant awards. Agencies that serve a primary function as game or wildlife management are not eligible for funding. Agencies affiliated with community colleges, state universities, or private universities are not eligible for funding. Agencies with an AZPOST certified force of less than two (2) officers are not eligible for funding.

ALLOWABLE SAFETY EQUIPMENT

Examples of police safety equipment include, but are not limited to: personal protective equipment (PPE), body armor, **body cameras and video storage**, improvements and repairs to existing law enforcement patrol vehicles, replacement side arms, radios, GPS, cuffs and restraints devices, holsters, recording devices, shields, batons, helmets, and / or electrical incapacitation devices. The AGO is providing each law enforcement agency with the flexibility to determine what safety equipment is most appropriate for each agency, however, the AGO reserves the right to reject any funding request that is determined to be outside of the scope or purposes of law



Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program

Notice of Funds Available
Tier 7 – 15-24 Certified Officers

enforcement safety equipment. Funds from the AGO may be used to fund portions of requested qualified equipment. Agencies are encouraged to request full funding made available by the AGO.

REQUIREMENTS

Applications should provide a clear response to each question below and include a Cost Sheet (see Attachment II) with a narrative that provides a clear and concise explanation of the methods used to determine the actual anticipated costs for each line item in the budget. The AGO will provide funding to law enforcement agencies that intend to purchase pre-approved safety equipment or that can provide proof of planned purchase orders of pre-approved safety equipment. Previously purchased safety equipment is not eligible for reimbursement.

The AGO reserves the right to reject any initial funding request in whole or in part for any reason. Approved safety equipment purchases cannot be altered or modified without express prior written authorization from the AGO.

The application must be signed by the head of the agency or an authorized agency representative. **Completed applications must be received or postmarked by July 24, 2020.** Please email EquipmentFunding@azag.gov or mail to:

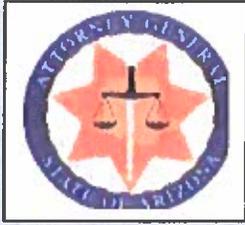
Office of the Attorney General - Procurement Section
2005 N. Central Avenue
Phoenix, AZ 85007
Attn: Cindy Palmer, Procurement Officer
Cindy.Palmer@azag.gov
(602) 542-8986



**Office of Arizona Attorney General
Mark Brnovich Law Enforcement Equipment Funding
Program**

Notice of Funds Available

Law Enforcement Agency Name	Bisbee Police Department		
Legal entity (government agency or body)	City of Bisbee		
Mailing Address	1 State Highway 92	County	Cochise
City	Bisbee	Zip Code	85603
Chief / Sheriff	Chief Albert Echave	Phone	520-249-3281
Email	aechave@bisbeeaz.gov	Secondary Email	
Grant Contact	Chief Echave	Phone	520-249-3281
Email			
Total number of current law enforcement personnel with ACT certification (as of 05/01/20):	0	Total Funding Amount Requested:	\$20,000



Office of Arizona Attorney General
Mark Brnovich Law Enforcement Equipment Funding
Program

Notice of Funds Available

Please list the description / type of equipment, quantity of each item, and dollar amount of items you intend to purchase with the AGO funds. Explain why the equipment is needed.

Description of equipment / type of equipment	Quantity	Total cost
Body Worn Cameras (BWC) Program which includes 16 Cameras, mounting system, docking station, evidence.com storage and license, AWARE license for software, assurance plans or tech and body cam., training.	1 st year	\$20,976.71
Personnel Time to establish public guidelines/protocols for BWC use.	16 hours	\$500
Total amount required for the purchase of BWC program and protocols		\$21,476.71
Amount requested from Law Enforcement Equipment		\$20,000
<p>Why the Equipment is Needed: The entire \$20,000 from LEEF will go toward purchasing and establishing a Complete Body Worn Camera Program. The equipment is needed to:</p> <ol style="list-style-type: none"> 1. Enable Full deployment of BWCS to Bisbee Police Officers who regularly interact with the public in enforcement capacities. This equipment will greatly improve officer safety, promote accountability, transparency, legitimacy, build trust and foster relationships within the Bisbee community. 2. To establish management of digital multi-media evidence (DME) to ensure identification, retention and accessibility of secure DME that is relevant to enforcement activities and the conduct of Bisbee Police Officers. 		
<p>AXON is the largest and most reputable supplier of BWCs and data management platforms. The two other competitors include Tait and Motorola Solutions. These companies were unable to provide a budget proposal in time for submitting this funding request. However, online cost comparisons show that AXON remains the leader in pricing and packaging. In addition, AXON is headquarters are in Scottsdale, the requisite training provided is far less expensive in comparison to the other suppliers.</p>		



Office of Arizona Attorney General
**Mark Brnovich Law Enforcement Equipment Funding
Program**

Notice of Funds Available

Please explain how each item of requested equipment will assist with or promote officer safety.

The budget items comprise the essential equipment that is needed to deploy a complete BWC program. Since 2015, the Bisbee Police Department has considered initiating a BWC program and engaged in extensive research to assess the feasibility. This was instigated by a use of deadly force incident that rocked the community and cost the city a staggering amount of money for the formal investigation which exonerated the police officer. Now in light of recent use of force events that have galvanized communities and sparked a heated national response to police actions, adoption of a BWC program has become more urgent, if not critical.

The use of BWCs directly will improve officer safety as follows:

1. They appear to change both police and citizen behavior and help de-escalate confrontations between
2. civilians and police.
3. BWCs have been shown to reduce the number of violent interactions between officers and civilians and reduce the number of injuries to both officers and civilians.
4. They increase transparency and accountability; help strengthen public relations and build trust within the Community. Under these circumstances, citizens are more likely to support their police officers and become actively involved in making their community safer.
5. In addition to the direct safety effects, studies have consistently shown that they are associated with a significant decline in civilian complaints about police behavior and that they protect officers from false complaints. This is especially important to the cash-strapped rural town of Bisbee because the time and costs that go into investigating these complaints can quickly become exorbitant.

These points all come down to the major reason that BWCs improve officer safety: Study after study shows that people, both officers and civilians, simply behave better when they know they are being recorded.

Describe personnel who will use each type of equipment you propose to purchase.

Full deployment of BWCs to all Bisbee Police Officers who regularly interact with the public in enforcement capacities. This includes the following:

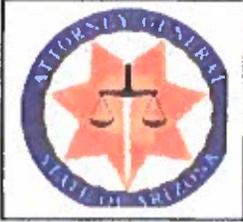
- 15 Full Time Police Officers
- 3 Part Time Officers

The Bisbee Police Department will develop policies that direct the use of BWCs by officers. These policies will be stated in a BPD Manual which will be used for training and implementation of the BWC Program.

What is the expected timeline to purchase each type of equipment?

Once Bisbee City Council approves the receipt of funding for this project, the order for hardware will be submitted to AXON. Shipment typically occurs at approximately 6 weeks, with a possible 4-week delay as a result of high demand for the product.

The Bisbee Police Chief will collaborate with the AXON representative to schedule system start up and training at the Bisbee Police Dept and to formally establish policies and procedures regarding the use of BWCs. It is expected that the BWC program will be fully launched within six months after receiving the hardware.



Office of Arizona Attorney General
**Mark Brnovich Law Enforcement Equipment Funding
Program**

Notice of Funds Available

Please verify that the AGO monies will not supplant funds, i.e., they will not be used to take the place of any existing state or federal funding for the purchase of the equipment.

The Bisbee Police Dept. and the City of Bisbee is not budgeted for this project (but will financially support a portion) nor have other imminent funding for this project.

Are there specific department-related funding requests that are outside the scope of this grant, but are needed by your agency and you would like to see addressed in the future? If so, please describe and explain the need.

Portable Breath tests (PBTs)- the department currently have very few and those are beyond useful life or unserviceable.

AED and Bailout Bags (for active shooter incident with mass casualties) Police officers are often the first people on scene arriving before EMS. Prompt cardiac defibrillation and first aid saves lives.

Helmets

MDC/MDT (mobile data computer/mobile data terminal) computers are very expensive and are always in need of updating. Many of our current MDC's were given to us from Cochise County Sheriffs/IT after they purchased new ones. The others are now 10 years old and are not upgradeable.

Radar Units- The majority of the department's stock is 15 years old.

Vehicles- The department has several high mileage vehicles that will need to be replaced very soon.

Authorized Signature:

Printed Name: Chief Albert Echave

Title: Chief of Police

Date: 07/22/2020



Office of Arizona Attorney General
**Mark Brnovich Law Enforcement Equipment Funding
Program**

Notice of Funds Available



**ARIZONA DEPARTMENT OF ADMINISTRATION PROCUREMENT OFFICE
STATUTORY TERMS AND CONDITIONS**

1. **Applicable Law** – In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
2. **Non-Availability of Funds** – In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
3. **Audit** – In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
4. **Conflict of Interest** – In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or 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.
5. **Non-Discrimination** – In accordance with ARS § 41-1461, et seq, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
6. **E-Verify** – In accordance with ARS § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
7. **Arbitration** – In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

ACKNOWLEDGED BY:



and



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 4, 2020

Regular Special

DATE ACTION SUBMITTED: <u>July 28, 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 Direction on Ambulance Subscriptions			

FROM: **Theresa Coleman, City Manager**

RECOMMENDATION: **At Council's Discretion**

PROPOSED MOTION: **At Council's Discretion**

DISCUSSION:

Attached are various versions of what other Cities/Towns/Counties are doing with Ambulance Subscriptions. This is Mayor and Council's opportunity to discuss how they would like to move forward with this service.

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

Emergency Medical Services PARTICIPANTS



Commissioners of Caroline County
Department of Emergency Services
Federalsburg Volunteer Fire Co., Inc.
Preston Volunteer Fire Co., Inc.
Denton Volunteer Fire Co., Inc.
Ridgely Volunteer Fire Dept., Inc.
Marydel Volunteer Fire Co., Inc.
Greensboro Volunteer Fire Co., Inc.
Goldsboro Volunteer Fire Co., Inc.
Queen Anne - Hillsboro
Volunteer Fire Co., Inc.



Enrollment in the Ambulance Subscription Plan also gives back to the community - funds are used to support Caroline's emergency service providers.



BECOME A VOLUNTEER MEMBER

If your neighbor's child was injured and needed help, wouldn't you want to do more than watch?

Of course you would, and we'd like to offer a suggestion. Become a volunteer member.

It's a great way to do something for your community and yourself. But to be a volunteer member, you'll need more than just a desire to help people. You'll also need courage and dedication, enthusiasm and a willingness to learn new skills and face new challenges.

If you think you qualify for this kind of job and would like to make a positive impact on your community, call 410-479-5868 or email volfireerecruit@carolinemd.org.

CONNECT WITH US ONLINE



Follow the Caroline County Department of Emergency Services on Facebook for the latest updates on what is happening in your community.

For more information, please visit us online at CarolineDES.org or call 410-479-8140.



**CAROLINE COUNTY
EMERGENCY MEDICAL SERVICES**

2020

AMBULANCE SUBSCRIPTION PLAN



Proudly Serving the Citizens of Caroline County, Maryland



Count on us when it counts the most...



As a subscriber, you will benefit from no out-of-pocket costs!

CAROLINE COUNTY EMERGENCY MEDICAL SERVICES

P.O. Box 459, Denton, MD 21629

Information Calls Only: Caroline County DES 410-479-8140

Visit us online at CarolineDES.org

2020
Subscription Plan
RATES

2020 Emergency Medical Services Annual Ambulance Subscription Plan

Your subscription covers all of your out of pocket costs associated with 911 emergency medical service treatment and transport.

- | | |
|---------------------------|-------|
| Individual/Family of 2: | \$45 |
| Family of 3 or More: | \$75 |
| Business Plans: | |
| • Up to 10 Employees: | \$100 |
| • 11-25 Employees: | \$150 |
| • More than 25 Employees: | \$200 |

PLAN DETAILS

1. Plan period 5/1/2020 - 4/30/2021.
2. Subscription covers only those ambulances owned and operated by CCEMS.
3. This subscription covers family members that are living at the residence listed on the subscription card.
4. The subscription covers emergency transportation to the closest appropriate hospital. Unfortunately, this subscription does not cover interfacility transfers or transport to a residence.
5. Whenever it is applicable, we will bill your Medicare and/or private insurance companies. Any unpaid balances will be waived in lieu of your subscription.
6. If the family members listed on your subscription card change, you must notify CCEMS (410-479-8140) for coverage.
7. Business Plan: Coverage is limited to employees who are at work.



FREQUENTLY ASKED QUESTIONS

Q. What is Third Party Billing?

A. Third Party Billing is a program that provides reimbursement for hospitals, physicians and ambulance services. The reimbursement is based on services rendered to patients either in the hospital, or before the patient reaches the hospital. In some cases, insurance companies and government programs such as Medicare may reimburse some portion of the ambulance charge.

Q. Why should I be a subscriber if I have Medicare or other insurance?

A. **Your subscription assures that you will not receive any additional bills for emergency service regardless of your insurance coverage.**

Medicare and most insurance plans will not cover 100% of the bills incurred for ambulance service. Every time you use the ambulance, EMS will submit a bill to your insurance company. If your insurance reimburses EMS any portion of the bill, we accept it as payment in full. However, if the insurance company denies the claim, you will NOT be charged anything further.



Q. What can I expect as an average bill if I don't subscribe?

A. Basic Life Support calls average \$570.
Advanced Life Support calls average \$670.

ENROLL ONLINE!

Sign up at CarolineDES.org.

MONO COUNTY

California's Eastern Sierra

Search

Emergency Medical Services

Ambulance Subscription Program

\$65 per Household per Year

No out-of-pocket expenses

Health plans rarely pay full ambulance transportation costs. If you are insured, Mono County EMS will bill your insurance company and accept its reimbursement as payment in full, with no deductibles or further charges. If you are uninsured, your EMS subscription covers you in full for 911 ambulance services.



Family Coverage

- Your subscription includes all family members in your Mono County residence.
- Your subscription entitles the holder, and holders family, to three, medically necessary, ambulance transports per year.
- No out-of-pocket expense.

Frequently Asked Questions

What does the \$65 subscription fee cover?

A subscription protects members from any out-of-pocket expenses related to, medically necessary, emergency ambulance transportation. We will bill your insurance for the transport and will accept whatever is paid as "paid in full".

What happens if I'm not a subscriber and I use the emergency ambulance transportation?

Whether or not you are a subscriber, you will always receive the highest level of emergency treatment and transportation. As a non-subscriber, however, you will be billed for the service. You may give your bill to your insurance company but you will be responsible for any unpaid balance.

What if I have insurance through Medi-Cal or my insurance doesn't require a co-pay or deductible?

If you are a Medi-Cal or Medicaid recipient or your insurance does not require you to pay a co-pay or deductible for ambulance transportation, this program would not be beneficial to you.

Contact Information

Chris Mokracek, Chief

(760) 924-4632

Contact Chris

Billing & Records

Penny Galvin

(760) 932-5485

Contact Penny

Administrative Office:

199 Twin Lakes Rd.

PO Box 511

Bridgeport, CA 93517

o. (760) 932-5485

f. (760) 932-2603

See All Contact Information



[Home](#) [Contact Us](#) [Sitemap](#) [Staff Login](#)

Emergency Medical Services

About Emergency Medical Services

The division of Emergency Medical Services provides pre-hospital emergency medical services to the citizens of Caroline County. This service operates 24/7, providing paramedic and basic life support medical services. Emergency Medical Services:

- Serves as the primary provider of Advanced Life Support Services
- Provides Basic Life Support Services augmented by the volunteer Fire / EMS service.
- Provides medical direction and quality assurance for all emergency medical services within Caroline County, including the volunteer service
- Manages the EMS medical billing and subscription programs



EMS Ambulance Subscription Plans

The Caroline County Emergency Medical Services' Ambulance Subscription Plan guarantees that in an emergency, you will not be charged for ambulance transportation to the hospital.

Even if you have excellent insurance, the cost of ambulance transportation can exceed \$600. Starting at just \$45 per year for an individual or family of two, this plan ensures that you won't have any expenses associated with transportation from your home to the hospital in the event of an emergency. The cost for a family of three or more is \$75. Businesses with up to five employees can enroll for \$100 per year, with each additional employee costing just \$10.



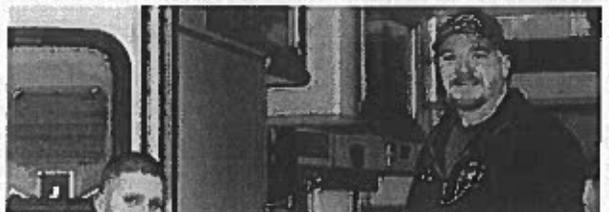
Enrollment in the Ambulance Subscription Plan also gives back to the community - funds are used to support Caroline's emergency medical providers, including eight volunteer fire companies and the county paramedics. If you are interested in enrolling in the plan, you can download our [informational brochure](#) and [enroll online](#) or request a subscription packet by calling 410-479-8140.

Billing Inquiries

Our medical billing contractor, Medical Claim Aid, will handle all EMS billing inquiries. Please contact Medical Claim Aid regarding specific questions pertaining to your EMS service invoice at 410-479-4790.

Recruitment

The Caroline County Department of Emergency Medical Services is always on the lookout for individuals that would like to make a difference in the community by becoming volunteer members and employees of the Emergency Medical Services division. To find out more about available



career and volunteer opportunities, visit our [Recruitment](#) page.

FAQs

- [Emergency Medical Service FAQs](#)





York Regional Emergency Medical Services Inc.

Community Centered * Community Driven

[Home](#) [Subscription Program](#) [Subscription Enrollment](#) [Subscription Payment](#) [Billing Info & Payments](#) [More](#)

Subscription Program

****The 2020 residential subscription packets will be delivered in the Spring****

If you are unsure if you live in our primary response area or did not receive the mailing, please contact us via e-mail or call 717-246-3679 (weekdays 8AM - 4PM)

Subscription Rates (Annual):

Individual: \$35.00

Household: \$50.00

Business: Varies by Number of Employees - Please Call for a Quote

Subscription purchases are non-refundable and non-transferable.

[Click Here to go to the Subscription Enrollment page to enroll](#)

2020 Annual Subscription Program

It is once again the time of year for us to offer enrollment in the ambulance subscription program to the individuals, families and businesses in our primary response area. ***While you will still receive emergency ambulance service if you do not subscribe to this program, we strongly encourage all residents and businesses to participate in order to avoid costs above and beyond what typical insurance will cover.*** We only offer our subscription program to individuals, families and businesses in our primary response area. If you question whether or not you are in the Yoe Ambulance Service response area, please call us so we can verify your coverage location. We strive to make this program available to everyone in our response area, if you are aware of someone who did not receive this information, please have them contact us and we will have this information sent to them.

Why Should I Buy An Ambulance Subscription?

Peace of Mind in an Emergency:

Although many patients have medical insurance coverage of some type, most insurance plans cover only a portion of the fees associated with transportation to the hospital, or will pay for only those fees they consider to be "usual and customary." Unfortunately, this amount is usually far below our cost to provide 24-hour a day emergency ambulance service to a population of 42,845 citizens. Any portion of the fees not covered by private insurance becomes an out-of-pocket expense for you, the patient.

However, as a *York Regional EMS Subscriber*, we will only bill Primary and Secondary Insurance providers. Payment from a subscriber's insurance carrier will satisfy your obligation to us for our service costs. * Non-Subscribers are responsible for payment in full for services, regardless of the amount covered by their insurance carrier. Subscribers shall forward any payments received directly from their insurance carrier to York Regional EMS immediately upon receipt.

Types of Coverage Offered:

"Individual Subscriber" @ \$35.00 per person annually

"Household Subscriber" @ \$50.00, which includes 2 or more persons who legally live at the same address

****The names of all persons covered must be listed on the back of the enclosed reply card. Your subscription will become effective on the date which we receive it and it will be valid for one year.***

****Subscription purchases are non-refundable and non-transferable.***

The demand for emergency medical services has grown dramatically over the past several years. As a result, York Regional EMS ***does not offers scheduled non-emergency transport services.*** We apologize for any inconvenience this may cause; however our emergency call volume dictates that we remain available to handle 911 calls. If we are already committed to an emergency when you need us, the 911 center will dispatch the next closest available ambulance service. This subscription is also honored by 12 neighboring EMS agencies.

York Regional EMS is a 501(c)3 non-profit charitable organization. Any surplus revenue we may generate each year is used to enhance our operations and prepare for future growth in the community. Your subscription is a major portion of our annual operating revenue. ***Additional contributions are always welcome, and greatly appreciated. Contribution amounts exceeding subscription rates are tax-deductible; consult your tax adviser for more details.***

We thank you in advance for your support and we continue to strive to offer the highest quality emergency medical services possible.

Sincerely,
The Board of Directors

All patients will be responsible for a minimum charge of \$95 for refusal of transport, when evaluation and/or treatment is provided. Non-transport is not covered by the membership

Reciprocity:

We honor, through mutual-agreement, the Subscription of the following local services;

West York Ambulance

Jacobus Ambulance

Red Lion Ambulance

Southern York County EMS

Canadochly Valley Ambulance

Eureka Fire and Ambulance

Rose Fire Company
(New Freedom)

Grantley Fire and EMS

Ambulance Subscription Program

Overview

The City of Longview through the Emergency Medical Services provided by the Fire Department is committed to providing quality, affordable emergency ambulance care as a service to all residents of Longview. Since 2009, the Longview Fire Department has offered an EMS Subscription Program to Longview residents in an attempt to help offset the rising cost of out-of-pocket medical expenses. With the typical cost associated with EMS transports averaging \$800 - \$1000 per response, the program limits any out-of-pocket EMS expenses to \$70/year. For the Longview resident, that \$70 annual fee is the maximum out-of-pocket expense for EMS transport to either of Longview's two hospitals. The single fee covers those - who are eligible - living in the subscribed household.

Enrollment and renewal periods for the EMS Subscription Program run from October 1st – December 31st annually for the subsequent year.

This subscription program is an optional plan that is available to all citizens except Medicaid recipients of our community.

Statistics show one in four Longview residents will need emergency

care sometime in their lives. Because members are not worrying about the ambulance bill, they are calling for help sooner. Results prove that prompt emergency attention increases survival rates.

Participants will pay only \$70.00 per year for emergency ground ambulance service. This fee can be paid through a one-time payment by check, cash, money order or Visa/Master Card or Discover.

Eligibility

1. Must be a resident of Longview, Texas
2. Coverage for head of household, spouse, and any unmarried dependent children under 25 years of age and a full time student.
3. Other dependents of the household must have court documented guardianship papers
4. Medicaid recipients cannot participate in this program
5. Authorization for the City of Longview to obtain entitled benefits from insurance carriers and Medicare will be required.

Benefits

1. No out-of-pocket expenses for emergency ground ambulance use
2. Unlimited emergency (only) transports per enrolled member
3. Coverage for all eligible household members

Terms of Agreement

1. This subscription is nonrefundable and nontransferable
2. Violations of the terms of the agreement or false information entered on the subscription application may result in immediate cancellation of the subscription

Related Documents

- [Ambulance Subscription Program Application](#)



LONGVIEW
FIRE DEPARTMENT

Fire Administration

100 E. Cotton St.
Longview, Texas 75601

To Report an Emergency

Call **9-1-1**

903-237-1210

Email

UPDATED BUSINESS HOURS

Due to the COVID-19 situation, please check the **City's Closings webpage** for the most up-to-date info for all departments.

COVID-19 Hotline 903-237-1215

Mailing Address

P.O. Box 1952
Longview, TX 75606

- **Fire Station Tour**
- **Map to City Hall**
- **Other City Buildings**



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: August 4, 2020

Regular Special

DATE ACTION SUBMITTED: July 28, 2020

REGULAR **CONSENT**

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

SUBJECT: **Discussion and Direction on the use of Air Brakes (Jake Brake)**

FROM: **David M. Smith, Mayor**

RECOMMENDATION: **At Council's Discretion**

PROPOSED MOTION: **At Council's Discretion**

DISCUSSION:

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

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

Ashlee Coronado

From: Theresa Coleman
Sent: Monday, July 27, 2020 9:12 AM
To: Ashlee Coronado
Subject: FW: Jake brakes

For agenda item regarding jake braking. T.

From: Bill Harmon [mailto:bharmon@azdot.gov]
Sent: Monday, July 13, 2020 8:00 AM
To: Theresa Coleman <tcoleman@bisbeeaz.gov>
Cc: Susie Puzas <spuzas@azdot.gov>; Brian Jervas <bjervas@azdot.gov>; Kurtis Harris <kharris@azdot.gov>; Jay Gomes <jgomes@azdot.gov>; Jerimiah Moerke <jmoerke@azdot.gov>
Subject: Re: Jake brakes

Theresa-

In response to your inquiry regarding the prohibition of engine (Jake) brakes on SR80 through Bisbee, I offer these comments:

- 1) Since there is no state statute against the use of engine brakes or the noise they generate, ADOT may not post signs prohibiting their use nor may DPS issue citations for their use.
- 2) However, we may allow local agencies to post signs on ADOT right-of-way under an encroachment permit.
 - The City will need to pass an ordinance prohibiting the use of engine brakes within City limits (which will include SR80)
 - The City will need to erect and maintain the signs per ADOT standards
 - City police will then have the authority to issue citations
 - The City will become liable for costs of an accident in the event a truck loses control if it can be shown that they would have avoided the accident by using engine brakes
 - Under permit, ADOT will also allow the City to post grade warning signs outside of the City limits so that truckers will know to downshift before entering the City
- 3) Susie Puzas, our Permit Supervisor, has handled many of these requests and can provide specific policy guidance, template ordinance language, sign specifications, etc. She can be reached at 928-432-4916 or at the email noted above. We will be glad to work with you and your staff to facilitate your request.

Bill Harmon

District Engineer

ADOT Southeast District, 2082 E. US Hwy 70, Safford, AZ 85546

Office # 928-432-4919, Mobile # 928-651-1763, Email bharmon@azdot.gov

#

On Fri, Jul 10, 2020 at 11:25 AM Theresa Coleman <tcoleman@bisbeeaz.gov> wrote:

Sandy,

I will forward your concerns to ADOT.

Theresa

Sent from my iPhone

On Jul 10, 2020, at 11:02 AM, Sandy Heusman <slajudice@yahoo.com> wrote:

I would like to issue a complaint about the many trucks passing through Bisbee on Highway 80 that are using jake brakes. In the past it was infrequent. Since they have been hauling steel to the border wall construction it has become all too frequent. It begins at 5:30 in the morning and continues. It is loud, obnoxious and disturbs us even when inside our home. Please consider banning jake brakes within the city limits of Bisbee and requesting signage as such from ADOT. We live on the opposite side of Tombstone Canyon, I pity the poor people that live closer to 80.

Ken and Sandy Heusman



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: AUGUST 4, 2020

Regular Special

DATE ACTION SUBMITTED: July 27, 2020

REGULAR **CONSENT**

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

SUBJECT: DISCUSSION AND POSSIBLE RECOMMENDATIONS REGARDING THE EVALUATION OF THE JOB PERFORMANCE OF THERESA COLEMAN, CITY MANAGER

FROM: David M. Smith, Mayor

RECOMMENDATION:

PROPOSED MOTION:

DISCUSSION:

This is the annual evaluation of the job performance of the City Manager, Theresa Coleman.

Ms. Coleman was provided with a written notice that the Mayor and Council might choose to go into executive session for this discussion, and she has exercised her right to have this discussion and evaluation in a public meeting.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: *Ashlee Coronado*
Ashlee Coronado
City Clerk

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