

AMENDED AGENDA

AMENDED AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, SEPTEMBER 5, 2023, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL

Councilmember Juanetta Hill, Ward III
Councilmember Joni Giacomino, Ward II
Councilmember Frank Davis, Ward I
Mayor Ken Budge
Councilmember Leslie Johns, Ward I
Councilmember Mel Sowid, Ward II
Councilmember Anna Cline, Ward III, Mayor Pro Tempore

STAFF

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

CITY ATTORNEY

Joseph Estes

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

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.
2. Approval of the Consent Agenda

- A. Approval of the minutes of the Regular Session of Mayor and Council held on Tuesday, August 15, 2023.

Ashlee Coronado, City Clerk

- B. Approval of the minutes of the Work Session of Mayor and Council held on Tuesday, August 15, 2023.

Ashlee Coronado, City Clerk

- C. Approval of the Appointment of Patricia Damon to the Parks and Recreation Committee.

Ashlee Coronado, City Clerk

- D. Approval of the Appointment of Annie Larkin to the Evergreen Cemetery Committee.

Ashlee Coronado, City Clerk

OLD BUSINESS

- 3. Discussion and Possible Approval of Ordinance O-23-13; Amending the Code of the City of Bisbee, Article 9.4 – Removal of Litter, Section 9.4.1 – Definition, by Repealing and Replacing Subsection (D) the definition for “Dilapidated Building” and adding a New Subsection (E) the definition for “Vacant and Unsecured Structure”.

Joe Ward, Building Inspector / Code Enforcement

NEW BUSINESS

- 4. Discussion and Possible Approval of a Technology Software-As-A Service (SaaS) Agreement with Gridics, LLC.

Ashlee Coronado, City Clerk

- 5. Discussion and Possible Approval of the Acceptance of the AZ Coronavirus Emergency Supplemental Funding Program Grant awarded to Bisbee Police Department in the amount of \$12,000 for the funding of 12 desktop computers.

Tim Cox, Chief of Police

- 6. Discussion and Possible Approval of the Acceptance of the Arizona Department of Emergency & Military Affairs conditional grant in the amount of \$1,374,949.00 and authorizing the City Manager to execute all necessary grant agreement documents upon approval as to form by the City Attorney.

Tim Cox, Chief of Police

- 7. Discussion and Possible Approval of the purchase of 6 vehicles using grant funding from the Arizona Department of Emergency & Military Affairs conditional grant subject to the receipt of the grant funding in the amount of \$627,000.00.

Tim Cox, Chief of Police

- 8. Discussion and Possible Approval to award a Documentation Consulting Services contract for Camp Naco.

Mike Normand, Camp Naco Construction Project Manager

- 9. Discussion and Possible Approval to award an Archaeological Consulting Services contract for Camp Naco.

Mike Normand, Camp Naco Construction Project Manager

- 10. Discussion and Possible Approval to have RH Borden complete and Acoustic Assessment of Sewer Line Pipes utilizing SL-RAT.

Matthew Gurney, Public Works Director

11. Discussion and Possible Approval to have KE&G pave Adams Avenue as well and mill and pave Garden Avenue.

Matthew Gurney, Public Works Director

12. Discussion and Possible Approval to have Westland Resources update the Preliminary Engineering Report for the Old Bisbee Sewer Lateral Rehabilitation Project.

Matthew Gurney, Public Works Director

13. Discussion and Possible Approval to purchase nine speed cushions for speed mitigation on West Boulevard Rd.

Matthew Gurney, Public Works Director

14. Discussion and Possible Approval to pursue legal action against the Coin Vendor for the Police Department Challenge Coins.

Joe Estes, City Attorney

15. Discussion and Possible Approval of The Bisbee Area Mobility Master Plan.

Ken Budge, Mayor

16. ***Discussion and Possible Approval of the Contract Agreement between the City of Bisbee and Step-up Bisbee/Naco for the Owner- Occupied Housing Rehabilitation CDBG***

Melissa Hartman, City Planner

17. City Manager's Report:

- Scheduling Recruitment for a City Manager

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

ADJOURNMENT:

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

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

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 76 Erie Street, Bisbee.

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

#1

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-1020100 GASOLINE INVENTORY							
3551	SENERGY PETROLEUM	SEN-601455	UNLEADED FUEL	08/08/2023	5,522.42	.00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLEUM	SEN-601455	DIESEL FUEL	08/08/2023	4,301.90	.00	
10-2020203 DENTAL INSUR PAYABLE							
2233	DELTA DENTAL of ARIZONA	RIS000511317	Dental premiums for September 2	08/23/2023	3,498.94	3,498.94	08/24/2023
2233	DELTA DENTAL of ARIZONA	RIS000511317	Cobra Dental premiums for Septe	08/23/2023	415.28	415.28	08/24/2023
10-2020802 DEFERRED COMPENSATION PAYABLE							
1623	NATIONWIDE RETIREMENT SO	23-0819	EE&ER City of Bisbee Contributio	08/25/2023	6,627.76	6,627.76	08/28/2023
1623	NATIONWIDE RETIREMENT SO	23-0819	EE&ER Fire Department 56173 C	08/25/2023	1,632.65	1,632.65	08/28/2023
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	PPE 08-19-202	Police union dues for PPE 08/19/2	08/23/2023	135.00	135.00	08/24/2023
1147	BISBEE FIREFIGHTERS LOCAL	PPE 08-19-202	Fire Union Dues for PPE 08/19/20	08/23/2023	275.77	275.77	08/24/2023
10-2021001 HEALTH INSURANCE PAYABLE							
6917	BLUE CROSS BLUE SHIELD OF	037849-09-23	Health Insurance Premium Buy-u	08/17/2023	12,962.20	12,962.20	08/22/2023
6917	BLUE CROSS BLUE SHIELD OF	037849-09-23	Health Ins. PREMIUM BUY-UP PL	08/17/2023	648.11	648.11	08/22/2023
6917	BLUE CROSS BLUE SHIELD OF	037849-09-23	Health Ins. PREMIUM CORE PLA	08/17/2023	35,365.56	35,365.56	08/22/2023
6917	BLUE CROSS BLUE SHIELD OF	037849-09-23	Health Ins. PREMIUM CORE PLA	08/17/2023	1,283.90	1,283.90	08/22/2023
6917	BLUE CROSS BLUE SHIELD OF	037849-09-23	Health Ins. PREMIUM HD PLAN -	08/17/2023	5,589.18	5,589.18	08/22/2023
10-2021002 ADDITIONAL LIFE INSUR PAYABLE							
5455	MUTUAL OF OMAHA	1574522940	EMPLOYER PD. LIFE INS	08/18/2023	804.83	804.83	08/21/2023
5455	MUTUAL OF OMAHA	1574522940	VOLUNTARY LIFE & AD&D	08/18/2023	667.10	667.10	08/21/2023
10-2021006 AFLAC INSURANCE PAYABLE							
2111	AFLAC	996156	AFLAC invoice for August 2023	08/23/2023	1,190.82	1,190.82	08/24/2023
10-2021006 PREPAID LEGAL SVCS PAYABLE							
5909	LEGAL SHIELD	LEGAL-BFD-A	LegalShield Premiums Fire Dept	08/15/2023	46.85	46.85	08/15/2023
10-2021007 VISION CARE INSUR PAYABLE							
1940	ANTOINETTE HENSON	23-0824	REIMBURSEMENT FOR VISION	08/24/2023	14.19	14.19	08/28/2023
2344	VISION SERVICE PLAN	818582233	Vision Care for September 2023	08/23/2023	991.20	991.20	08/24/2023
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
3271	SUPPORT PAYMENT CLEARING	23-0819	Child Support Payments for PPE	08/23/2023	450.85	450.85	08/24/2023
Total :					<u>82,424.51</u>	<u>72,600.19</u>	
MAYOR & COUNCIL							
10-60-13500 SUBSCRIPTIONS & DUES							
2991	LEAGUE OF ARIZONA	23-0701	ANNUAL DUES	07/01/2023	7,299.00	7,299.00	08/15/2023
10-60-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	23-0808	WATER FOR COUNCIL	08/08/2023	13.04	13.04	08/22/2023
Total MAYOR & COUNCIL:					<u>7,312.04</u>	<u>7,312.04</u>	
CITY MANAGER							
10-61-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - City Manager	08/18/2023	22.43	22.43	08/21/2023
10-61-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	23-0808	SPAUKEN-RURAL POLICY FOR	08/08/2023	261.92	261.92	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LOWES HOTELS-SPAUKEN AC	08/08/2023	266.68	266.68	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LOWES HOTEL/SPAUKEN ACMA	08/08/2023	168.08	168.08	08/22/2023
10-61-13500 SUBSCRIPTIONS & DUES							
6943	CORPORATE PAYMENT SYSTE	23-0808	AZ CITY MANAGER MEMBERSH	08/08/2023	242.00	242.00	08/22/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-51-24000 PHONES							
6050	VERIZON	9941960041	City Manager	08/13/2023	50.82	50.82	08/28/2023
Total CITY MANAGER:					1,011.93	1,011.93	
FINANCE DEPARTMENT							
10-52-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Finance	08/18/2023	97.28	97.28	08/21/2023
10-52-43120 OTHER FEES							
5708	AZ DEPT OF REVENUE	23-0810	#1297 DSO RELEASED FEE / 2N	08/10/2023	18.00	.00	
Total FINANCE DEPARTMENT:					115.28	97.28	
CITY CLERK							
10-53-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - City Clerk	08/18/2023	42.36	42.36	08/21/2023
10-53-13500 SUBSCRIPTIONS & DUES							
6943	CORPORATE PAYMENT SYSTE	23-0808	AZ MUNICIPAL CLERKS-MEMBE	08/08/2023	190.00	190.00	08/22/2023
10-53-24000 PHONES							
6050	VERIZON	9941960041	City Clerk	08/13/2023	36.57	36.57	08/28/2023
10-53-42040 ADVERTISING							
1153	BISBEE OBSERVER	11292	8/3, 10, 2023-ORDINANCE O-23-	08/10/2023	162.31	.00	
10-53-43500 POSTAGE							
6943	CORPORATE PAYMENT SYSTE	23-0808	STAMPS.COM-SERVICE AND TA	08/08/2023	32.87	32.87	08/22/2023
10-53-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	23-0808	GOOGLE GSUITE-FRAUD CHAR	08/08/2023	12.00	12.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	ACE HARDWARE-CANCELLED	08/08/2023	76.70	76.70	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GOOGLE GSUITE-FRAUD CHAR	08/08/2023	12.00	12.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	NETFLIX-FRAUD CHARGE	08/08/2023	21.91	21.91	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	ACE HARDWARE	08/08/2023	76.70	76.70	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	ORDINANCE O-23-12 WAIVER O	08/08/2023	32.00	32.00	08/22/2023
Total CITY CLERK:					542.02	379.71	
COMMUNITY DEVELOPMENT							
10-54-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	23-0808	DBOUCHEVER-RURAL POLICY	08/08/2023	261.92	261.92	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MHARTMAN-RURAL POLICY FO	08/08/2023	261.92	261.92	08/22/2023
10-54-21000 ELECTRIC - SHELTER							
1097	AZ PUBLIC SERVICE (2 of 3)	1587010000-0	938 Tovreaville Rd Kennel #15870	08/16/2023	358.49	358.49	08/21/2023
10-54-24000 PHONES							
4192	CENTURY LINK	420B-08-23	ANIMAL SHELTER 520-432-6020	08/13/2023	45.15	45.15	08/28/2023
6050	VERIZON	9941960041	City Planner	08/13/2023	41.23	41.23	08/28/2023
10-54-24001 INTERNET FEES - SHELTER							
4059	SPARKLIGHT	23-0823/AS	Internet Svc-Animal Shelter- 1012	08/16/2023	84.69	84.69	08/21/2023
10-54-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	328701733001	POST IT DISPENSER	08/23/2023	7.66	.00	
6340	ODP BUSINESS SOLUTIONS, LL	328702608001	ZOWIE LARGE SOFT COVER	08/23/2023	32.57	.00	
10-54-42040 ADVERTISING							
1153	BISBEE OBSERVER	11302	8/17/2023 BOARD OF ADJUSTM	08/17/2023	19.49	.00	
1153	BISBEE OBSERVER	11310	08/24/23 416 N STREET ADVER	08/24/2023	157.19	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
3163	AZ STATE PRISON CMLPX-DOU	D17158820230	AS-MILEAGE	08/23/2023	44.49	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17158820230	AS-LABOR	08/18/2023	64.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17162620230	AS/MILEAGE	08/07/2023	56.35	.00	
Total COMMUNITY DEVELOPMENT:					1,435.15	1,053.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ADMINISTRATION & GENERAL GOVT							
10-55-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD- Admin Asst.	08/18/2023	16.93	16.93	08/21/2023
10-55-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1097842562-0	Tovreaville Rd #1097842562	08/16/2023	20.46	20.46	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	4059328029-0	76 Erie St. - #4059328029	08/10/2023	989.10	989.10	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	7290017491-0	2118 Newell St. Naco #72900174	08/16/2023	117.69	117.69	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	7844595365-0	915 Tovreaville Rd. Ste 2	08/07/2023	190.58	190.58	08/14/2023
10-55-22000 WATER							
1106	ARIZONA WATER COMPANY	03109049403-	76 Erie St./Lowell Plaza #031090	08/16/2023	62.17	62.17	08/28/2023
10-55-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002390297	76 Erie St.-#910002390297	08/11/2023	48.73	48.73	08/21/2023
10-55-24000 PHONES							
4192	CENTURY LINK	408B-08-23	FAX 520-432-7647 408B	08/13/2023	33.17	33.17	08/28/2023
4192	CENTURY LINK	422B-08-23	CITY HALL 520-432-7380 422B	08/13/2023	101.25	101.25	08/28/2023
10-55-24001 INTERNET ACCESS							
4059	SPARKLIGHT	23-0823/COUN	Internet Svc-915 Tovreaville Rd.-1	08/20/2023	163.43	163.43	08/28/2023
10-55-43500 POSTAGE							
6943	CORPORATE PAYMENT SYSTE	23-0808	POSTAGE	08/08/2023	250.00	250.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	POSTAGE	08/08/2023	250.00	250.00	08/22/2023
10-55-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	23-0808	ZOOM	08/08/2023	103.96	103.96	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	IN MOTION HOSTING-CREDIT B	08/08/2023	73.15	73.15	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	DROPBOX-CITY HALL BID PLAN	08/08/2023	65.76	65.76	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GO DADDY EUROPE FRAUD CH	08/08/2023	28.45	28.45	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GO DADDY EUROPE FRAUD CR	08/08/2023	27.49	27.49	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GO DADDY EUROPE FRAUD CH	08/08/2023	19.40	19.40	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	IN MOTION HOSTING FRAUD C	08/08/2023	73.15	73.15	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GO DADDY AUROPE FRAUD CR	08/08/2023	18.58	18.58	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	DROPBOX-CITY HALL BID PLAN	08/08/2023	98.64	98.64	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GO DADDY EUROPE FRAUD CH	08/08/2023	19.40	19.40	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GO DDADY EUROPE FRAUD CR	08/08/2023	18.58	18.58	08/22/2023
Total ADMINISTRATION & GENERAL GOVT:					2,514.47	2,514.47	
PERSONNEL							
10-56-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Personnel	08/18/2023	22.43	22.43	08/21/2023
10-56-24000 PHONES							
6050	VERIZON	9941960041	HR	08/13/2023	36.28	36.28	08/28/2023
10-56-34000 CONTRACT SERVICES							
1679	HR PERFORMANCE SOLUTION	INV-137793	PERF.PRO/LEARNING CENTER	05/15/2023	5,478.64	5,478.64	08/23/2023
10-56-42040 ADVERTISING							
6943	CORPORATE PAYMENT SYSTE	23-0808	LONGEVITY ENGRAVING	08/08/2023	12.00	12.00	08/22/2023
Total PERSONNEL:					5,549.35	5,549.35	
LEGAL SERVICES							
10-57-34000 CONTRACT SERVICES							
1211	GUST ROSENFELD	420917	General Legal Services-July	08/09/2023	7,852.00	.00	
Total LEGAL SERVICES:					7,852.00	.00	
WATER SYSTEMS							
10-58-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	6224970000-0	Douglas RD Pump - #622497000	08/10/2023	37.18	37.18	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	7117441000-06	Tombstone Cyn Pump #71174410	07/07/2023	245.09	245.09	08/14/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WATER SYSTEMS:					282.27	282.27	
POLICE DEPARTMENT							
10-62-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Police Officers (Sworn)	08/18/2023	416.87	416.87	08/21/2023
5455	MUTUAL OF OMAHA	1574522940	STD/LTD - Police (Non-Sworn)	08/18/2023	37.76	37.76	08/21/2023
10-62-12300 UNIFORMS & CLOTHING							
6943	CORPORATE PAYMENT SYSTE	23-0808	ACADEMY UNIFORM FOR CAD	08/08/2023	114.53	114.53	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	UNIFORM ALLOWANCE-VALEN	08/08/2023	43.84	43.84	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	UNIFORM ALLOWANCE-VALEN	08/08/2023	218.70	218.70	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	UNIFORM ALLOWANCE VALENZ	08/08/2023	186.32	186.32	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	ACADEMY UNIFORM FOR CAD	08/08/2023	74.01	74.01	08/22/2023
6479	FX TACTICAL	11-10028967	CLOTHING ALLOWANCE-BALLE	08/09/2023	437.82	.00	
6479	FX TACTICAL	11-10028968	CLOTHING ALLOWANCE-MORE	08/09/2023	382.58	.00	
6479	FX TACTICAL	11-10028969	CLOTHING ALLOWANCE-VILLA	08/09/2023	787.09	.00	
6479	FX TACTICAL	11-10028970	CLOTHING ALLOWANCE-TODD	08/09/2023	675.99	.00	
5665	JER'S OLD TOWN UNIFORMS	20130	UNIFORM ALLOWANCE-RITCHI	08/07/2023	330.42	.00	
10-62-12500 RECRUITMENT/EMPLOYEE TESTING							
6943	CORPORATE PAYMENT SYSTE	23-0808	POLYGRAPH-PALKOW	08/08/2023	300.00	300.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	BCKGRND CHECKS	08/08/2023	82.21	82.21	08/22/2023
6903	THE WALDEN GROUP, LLC	23-0803	POLYGRAPH EXAM-BALLESTE	08/03/2023	350.00	.00	
10-62-12700 CANCER INS POLICY							
1593	PUBLIC SAFETY CANCER INSU	FF24-525037	ANNUAL POLICE DEPT CANCE	08/10/2023	500.00	500.00	08/15/2023
10-62-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS ANOA CONF-VALENZUE	08/08/2023	17.32	17.32	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LDG AACOP TRNG-COX	08/08/2023	553.68	553.68	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS AACOP TRNG-CHIEF C	08/08/2023	7.66	7.66	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS AACOP TRNG-CHIEF C	08/08/2023	15.55	15.55	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	FUEL AACOP TRNG-COX	08/08/2023	111.00	111.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS AACOP TRNG-CHIEF C	08/08/2023	13.89	13.89	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LDG ANOA TRNG-VALENZUELA	08/08/2023	440.28	440.28	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS AACOP TRNG-CHIEF C	08/08/2023	32.96	32.96	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LDG-TRUTH ANALYSIS TRNG-VI	08/08/2023	383.43	383.43	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	FUEL ANOA CONF-VALENZUEL	08/08/2023	50.13	50.13	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS AACOP TRNG-CHIEF C	08/08/2023	18.88	18.88	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS ANOA CONF-VALENZUE	08/08/2023	17.27	17.27	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS ANOA CONF-VALENZUE	08/08/2023	17.32	17.32	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS AACOP TRNG-CHIEF C	08/08/2023	22.93	22.93	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEALS ANOA CONF-VALENZUE	08/08/2023	14.76	14.76	08/22/2023
10-62-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYMENT SYSTE	23-0808	RGSTRN LE RISK MNGMNT GR	08/08/2023	150.00	150.00	08/22/2023
10-62-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0546921000-0	1 W HWY 92 Police #054692100	08/15/2023	1,129.10	1,129.10	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	0625720000-0	938 BTovreaville Rd Impound Lot	08/16/2023	53.79	53.79	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	8692621000-0	129 Tank Hill D - #8692621000	08/09/2023	140.89	140.89	08/14/2023
10-62-22000 WATER							
1106	ARIZONA WATER COMPANY	03109045754-	35 HWY 92 T/CIR #03109045754	08/16/2023	74.11	74.11	08/21/2023
10-62-24000 PHONES							
4192	CENTURY LINK	402B-08-23	POLICE 520-432-2261 402B	08/13/2023	266.54	266.54	08/28/2023
6050	VERIZON	9941960041	Animal Control	08/13/2023	51.41	51.41	08/28/2023
6050	VERIZON	9941960041	Police	08/13/2023	589.07	589.07	08/28/2023
10-62-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	23-0823/BPD	Internet Svc-Police Department -	08/16/2023	155.92	155.92	08/21/2023
6050	VERIZON	9941960041	Police Air Cards	08/13/2023	120.05	120.05	08/28/2023
6050	VERIZON	9941970140	Police Air Cards	08/13/2023	481.30	481.30	08/28/2023
10-62-34000 CONTRACT SERVICES							
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23H672	08/03/2023	975.79	975.79	08/14/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23H673	08/03/2023	975.79	975.79	08/14/2023
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23H66X	08/03/2023	980.44	980.44	08/14/2023
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23H66S	08/03/2023	989.90	989.90	08/14/2023
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23H66W	08/03/2023	973.22	973.22	08/14/2023
6172	MMPC	125591	PEST CONTROL AUGUST	08/09/2023	40.00	.00	
1499	RICOH USA, INC	38383179	BASE MAINT 2 COPIERS-SEPTE	08/11/2023	156.55	.00	
10-62-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLX-DOU	D17196520230	PD-MILEAGE	08/07/2023	21.36	.00	
3163	AZ STATE PRISON CMLX-DOU	D17196520230	PD-LABOR	08/08/2023	30.00	.00	
10-62-41500 OFFICE SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	23-0808	BINDERS FOR CADET TRAININ	08/08/2023	29.14	29.14	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	OFC SPPLS	08/08/2023	23.67	23.67	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	OFC SPPLS	08/08/2023	12.26	12.26	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	BACK TO SCHOOL EVENT	08/08/2023	142.45	142.45	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	OFC SPPLS	08/08/2023	181.50	181.50	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	BACK TO SCHOOL EVENT	08/08/2023	116.61	116.61	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	OFC SPPLS	08/08/2023	56.22	56.22	08/22/2023
10-62-42050 NON CAP ADMIN EQUIP/FURN							
2033	ROEDA	150667	BPD OUTDOOR SIGN	08/23/2023	1,714.62	.00	
10-62-43500 POSTAGE							
6943	CORPORATE PAYMENT SYSTE	23-0808	STAMPS	08/08/2023	21.91	21.91	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	SHPNG CHRGS	08/08/2023	30.85	30.85	08/22/2023
10-62-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	39020	MICE TRAPS	08/07/2023	10.24	.00	
1862	B&D LUMBER & HARDWARE	203212	OIL MIX-WEEDEATER	08/10/2023	40.43	.00	
6943	CORPORATE PAYMENT SYSTE	23-0808	KEY TAGS FOR BPD UNITS	08/08/2023	129.32	129.32	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LOBBY SIGNS	08/08/2023	80.06	80.06	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LOBBY SIGNS	08/08/2023	66.45	66.45	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	EVIDENCE CHRGRS FOR PHO	08/08/2023	61.74	61.74	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	EVIDENCE PHONE LOCKERS	08/08/2023	196.37	196.37	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	EVIDENCE STORAGE BOXES	08/08/2023	109.54	109.54	08/22/2023
1227	PRIDE OUTFITTING	OUT-9135	HARLEY MC B-918	08/30/2023	2,475.35	2,475.35	08/30/2023
10-62-46624 MOVING, TOWING, STORAGE EXP							
7000	BARNETT'S TOWING, LLC	475922	TOWING SERVICES/B23-4090	08/02/2023	236.25	.00	
7000	BARNETT'S TOWING, LLC	475957	TOWING SERVICES/B23-4160	08/06/2023	995.00	.00	
7000	BARNETT'S TOWING, LLC	475965	TOWING SERVICES/B23-4083	08/08/2023	210.00	.00	
7000	BARNETT'S TOWING, LLC	475966	TOWING SERVICES/B23-4200	08/08/2023	210.00	.00	
7000	BARNETT'S TOWING, LLC	475988	TOWING SERVICES/B23-4196	08/08/2023	210.00	.00	
7000	BARNETT'S TOWING, LLC	475989	TOWING SERVICES/B23-4199	08/08/2023	210.00	.00	
7000	BARNETT'S TOWING, LLC	476002	TOWING SERVICES/B23-4251	08/11/2023	210.00	.00	
7000	BARNETT'S TOWING, LLC	476007	TOWING SERVICES/B23-4312	08/15/2023	236.25	.00	
7000	BARNETT'S TOWING, LLC	476016	TOWING SERVICES/B23-4398	08/19/2023	210.00	.00	
10-62-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	319454	AUTOR PARTS-B649	08/22/2023	5.14	.00	
6536	BISBEE NAPA AUTO PARTS	319538	AUTOPARTS-B5	08/23/2023	99.21	.00	
1393	SIERRA VISTA GLASS INC	117945	WINDSHIELD-B643	08/14/2023	312.08	.00	
10-62-62003 GASOLINE							
6943	CORPORATE PAYMENT SYSTE	23-0808	FUEL-DEA CASE TO TSN-VALE	08/08/2023	58.48	58.48	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	FUEL-DEA CASE TO TSN-VALE	08/08/2023	30.05	30.05	08/22/2023
5084	WEX BANK	91284373	FUEL/PD/TCOX	08/23/2023	23.46	23.46	08/30/2023
Total POLICE DEPARTMENT:					23,765.08	15,644.05	
FIRE DEPARTMENT							
10-64-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD/LTD - Fire	08/18/2023	709.99	709.99	08/21/2023
10-64-12300 UNIFORMS & CLOTHING							
6479	FX TACTICAL	11-10028868	UNIFORM ALLOWANCE-HUGO T	08/09/2023	417.38	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6479	FX TACTICAL	11-10028870	UNIFORM PATCHES FOR THE D	08/09/2023	288.06	.00	
6479	FX TACTICAL	11-10029011	UNIFORM ALLOWANCE FOR AN	08/15/2023	343.42	.00	
6479	FX TACTICAL	11-10029012	UNIFORM ALOWANCE-ANDRE	08/15/2023	595.41	.00	
6479	FX TACTICAL	11-10029013	UNIFORM ALLOWANCE FOR TI	08/15/2023	204.33	.00	
6479	FX TACTICAL	11-10029310	UNIFORM ALLOWANCE FOR G	08/28/2023	192.86	.00	
6436	GALLS, LLC	025279911	UNIFORM ALLOWANCE FOR NI	08/04/2023	180.79	.00	
10-64-12400 TURNOUT GEAR							
1833	UNITED FIRE	794289	TURNOUT LEATHER BOOT	08/11/2023	351.33	.00	
10-64-12700 CANCER INS POLICY							
1593	PUBLIC SAFETY CANCER INSU	FF24-525036	ANNUAL FIRE DEPT CANCER I	08/10/2023	750.00	750.00	08/15/2023
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	4361690000-0	645 Tombstone Cyn Sta 2 - #4361	08/07/2023	384.45	384.45	08/14/2023
1097	AZ PUBLIC SERVICE (2 of 3)	9079721000-0	192 Hwy 92 Hwy Fire Station #90	08/16/2023	646.14	646.14	08/21/2023
10-64-22000 WATER							
1106	ARIZONA WATER COMPANY	03102028351-	Bisbee Fire Station 2 - #031-02-0	08/09/2023	42.66	42.66	08/14/2023
10-64-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001916351	645 Tombstone Cyn - Fire #2- 910	08/11/2023	69.47	69.47	08/21/2023
10-64-24000 PHONES							
4192	CENTURY LINK	278B-08-23	FIRE DEPT 520-432-1985 278B	08/13/2023	99.99	99.99	08/28/2023
4192	CENTURY LINK	398B-08-23	FIRE DEPT 520-432-4110 398B	08/13/2023	74.84	74.84	08/28/2023
4192	CENTURY LINK	412B-08-23	FIRE DEPT #2 520-432-6022 412	08/13/2023	33.75	33.75	08/28/2023
6050	VERIZON	9941960041	Fire	08/13/2023	171.56	171.56	08/28/2023
10-64-24001 INTERNET ACCESS FEES							
6050	VERIZON	9941960041	Fire Dept Air Card	08/13/2023	120.14	120.14	08/28/2023
10-64-34000 CONTRACT SERVICES							
6172	MMPC	126023	FS-PEST CONTROL	08/17/2023	50.00	.00	
10-64-34010 AMBULANCE BILLING SERVICES							
7071	AMB	0111602-IN	AMBULANCE BILLING CHARGE	07/31/2023	1,384.13	.00	
10-64-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	39155	FLOOR CLEANER	08/22/2023	12.10	.00	
10-64-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	39066	UNIVERSAL COUPLER, TIRE G	08/12/2023	32.19	.00	
1659	ACE HARDWARE	39188	HOSE BIBB BALL VALVE, PHON	08/25/2023	31.65	.00	
1659	ACE HARDWARE	39208	COOLER PUMP	08/27/2023	34.46	.00	
1862	B&D LUMBER & HARDWARE	203678	SEMI GLOS PAINT, TRIM KIT	08/25/2023	30.93	.00	
2041	JAGUAR FITNESS ELITE	23-0901	SEPTEMBER GYM ACCESS-FIR	08/30/2023	380.00	.00	
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDICAL, LLC	85045198	MEDICAL SUPPLIES/BFD	08/03/2023	883.99	.00	
1321	BOUND TREE MEDICAL, LLC	85046639	MEDICAL SUPPLIES/BFD	08/04/2023	51.26	.00	
1321	BOUND TREE MEDICAL, LLC	85056998	MEDICAL SUPPLIES/BFD	08/15/2023	780.68	.00	
10-64-47000 PERMITS & LICENSES							
5389	AZ DEPT OF HEALTH SERVICE	23-0815	APPLICATION # 8P2P3PGF20-A	08/15/2023	250.00	250.00	08/15/2023
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	319029	SERPENTINE BELT, ANTIFREEZ	08/17/2023	67.59	.00	
6536	BISBEE NAPA AUTO PARTS	319339	ENGINE COOLING FAN, IDLER	08/21/2023	566.86	.00	
10-64-62004 DIESEL							
6943	CORPORATE PAYMENT SYSTE	23-0808	FUEL FOR BRUSH TRUCK, WIL	08/08/2023	38.56	38.56	08/22/2023
Total FIRE DEPARTMENT:					10,270.97	3,391.55	
BUILDING & MAINTENANCE							
10-74-34000 CONTRACT SERVICES							
6172	MMPC	125858	SC-PEST CONTROL	08/14/2023	50.00	.00	
6172	MMPC	126028	CH-PEST CONTROL	08/17/2023	50.00	.00	
6172	MMPC	126030	AS-PEST CONTROL	08/17/2023	50.00	.00	
6172	MMPC	126074	AP-PEST CONTROL	08/17/2023	50.00	.00	
10-74-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	39085	LYSOL DESINFECTANT SPRAY	08/15/2023	44.72	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4191	GRAINGER	9814596293	CH-PAPER TOWEL SHEETS	08/23/2023	68.20	.00	
10-74-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	203388	KNEELING MAT, BLOCK OF RA	08/16/2023	136.39	.00	
10-74-60100 BLDG REPAIR & MAINT							
1531	AIR FLOW SYSTEMS	1493	ANIMAL SHELTER/COOLER SE	08/16/2023	496.87	.00	
1531	AIR FLOW SYSTEMS	1508	915 TOVREAVILLE RD, SERVIC	08/29/2023	333.00	.00	
1862	B&D LUMBER & HARDWARE	203197	GLD PH DW SCREW, PINE FUR	08/10/2023	48.26	.00	
1862	B&D LUMBER & HARDWARE	203429	MULTI BLADE VAR, ADAPTER,	08/17/2023	133.95	.00	
1862	B&D LUMBER & HARDWARE	203430	PVC PIPE, ELBOW, TEE	08/17/2023	9.63	.00	
1862	B&D LUMBER & HARDWARE	203619	FRAME WOOD HANDLE, BRIST	08/24/2023	41.60	.00	
1445	HODGES GLASS COMPANY INC	5216	REPLACE A CIRCUIT BOARD/ LI	08/16/2023	601.40	.00	
1989	SIERRA VISTA BUILDERS SUPP	33334	CITY HALL/5 GAL APOC 230	08/17/2023	789.07	.00	
Total BUILDING & MAINTENANCE:					2,903.09	.00	
PUBLIC WORKS ADMINISTRATION							
10-75-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - PW Admin.	08/18/2023	79.24	79.24	08/21/2023
10-75-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYMENT SYSTE	23-0808	UNIVERSITY OF AZ/ESOURCE F	08/08/2023	184.62	184.62	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	UNIVERSITY OF AZ/TUITION	08/08/2023	1,050.00	1,050.00	08/22/2023
10-75-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	2518290000-0	404 Bisbee Rd - #2518290000	08/14/2023	44.92	44.92	08/21/2023
10-75-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002556920	404 Bisbee Rd.- #910002556920	08/11/2023	40.82	40.82	08/21/2023
10-75-24000 PHONES							
6050	VERIZON	9941960041	PW	08/13/2023	101.84	101.84	08/28/2023
10-75-34000 CONTRACT SERVICES							
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23L79J	08/03/2023	105.90	105.90	08/14/2023
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23L7B3	08/03/2023	105.91	105.91	08/14/2023
10-75-45200 SAFETY EQUIP & SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	23-0808	SQWINCHERS	08/08/2023	222.45	222.45	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	SQWINCHERS	08/08/2023	198.80	198.80	08/22/2023
10-75-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	39054	DUSTER WOOL MICROFIBER, F	08/10/2023	32.55	.00	
1659	ACE HARDWARE	39174	WASP & HORNET KILLER	08/24/2023	12.28	.00	
10-75-55000 EQUIPMENT REPAIR & MAINT							
1110	ENTERPRISE FM TRUST	FBN4808703	Maintenance charge - 23L7B3	08/03/2023	6.61	6.61	08/14/2023
Total PUBLIC WORKS ADMINISTRATION:					2,185.94	2,141.11	
GARAGE							
10-77-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - PW Garage	08/18/2023	35.82	35.82	08/21/2023
10-77-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	Tovreaville Rd Warehouse - 50%	08/16/2023	254.42	254.42	08/21/2023
10-77-24000 PHONES							
6050	VERIZON	9941960041	City Garage	08/13/2023	72.56	72.56	08/28/2023
10-77-24001 INTERNET ACCESS							
4192	CENTURY LINK	152B-08-23	GARAGE INTERNET 520-432-19	08/13/2023	59.99	59.99	08/28/2023
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4164096255	UNIFORMS	08/09/2023	31.91	.00	
7060	CINTAS	4164901930	UNIFORMS	08/16/2023	31.91	.00	
7060	CINTAS	4165472349	UNIFORMS	08/23/2023	31.91	.00	
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23L79J	08/03/2023	211.82	211.82	08/14/2023
10-77-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4164096253	JANITORIAL SUPPLIES	08/09/2023	7.80	.00	
7060	CINTAS	4164901967	JANITORIAL SUPPLIES	08/16/2023	7.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7060	CINTAS	4165472394	JANITORIAL SUPPLIES	08/23/2023	7.80	.00	
10-77-46000 OPERATIONAL EXPENSES							
6536	BISBEE NAPA AUTO PARTS	319391	WINDSHIELD WASH	08/22/2023	10.06	.00	
6943	CORPORATE PAYMENT SYSTE	23-0808	ICE	08/08/2023	10.35	10.35	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	ICE	08/08/2023	6.81	6.81	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	ICE	08/08/2023	5.15	5.15	08/22/2023
10-77-55000 EQUIPMENT REPAIR & MAINT							
2031	KUATE'S ELECTRIC	23-0816	INSTALLATION OF NEW OUTLE	08/16/2023	99.00	.00	
10-77-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	318797	TPMS SENSOR VALVE	08/15/2023	11.53	.00	
6536	BISBEE NAPA AUTO PARTS	318959	WIPER BLADE	08/16/2023	9.27	.00	
Total GARAGE:					905.91	656.92	
BUILDING INSPECTOR							
10-79-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Bldg Inspector	08/18/2023	22.43	22.43	08/21/2023
10-79-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	23-0808	HAMPTON INN TUCSON DOWN	08/08/2023	148.55	148.55	08/22/2023
10-79-24000 PHONES							
6050	VERIZON	9941960041	Bldg Inspector	08/13/2023	49.36	49.36	08/28/2023
Total BUILDING INSPECTOR:					220.34	220.34	
PARKS							
10-80-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Parks	08/18/2023	31.40	31.40	08/21/2023
10-80-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0655901000-0	E Vista Park - #0655901000	08/14/2023	40.56	40.56	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	3984490000-0	Main St Park - #3984490000	08/09/2023	75.99	75.99	08/14/2023
1097	AZ PUBLIC SERVICE (2 of 3)	6333950000-0	Goar Park - #6333950000	08/10/2023	42.82	42.82	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	6621361000-0	E Vista Court - #6621361000	08/14/2023	126.96	126.96	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	6730341000-0	Brewery Gulch C Park #67303410	08/10/2023	36.06	36.06	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	9158520000-0	Vista Park - #9158520000	08/14/2023	38.55	38.55	08/21/2023
10-80-22000 WATER							
1106	ARIZONA WATER COMPANY	03102062101-	Garfield Park TC- Parks-#031-02-	08/09/2023	209.58	209.58	08/14/2023
1106	ARIZONA WATER COMPANY	03106053651-	Grassy Park- Restrooms 0310605	08/14/2023	553.67	553.67	08/21/2023
1106	ARIZONA WATER COMPANY	03106058001-	City Park Brewery - Parks 031060	08/14/2023	128.44	128.44	08/21/2023
1106	ARIZONA WATER COMPANY	03109012304-	Goar Park -#03109012304	08/16/2023	84.03	84.03	08/28/2023
1106	ARIZONA WATER COMPANY	03109045722-	Traffic Circle #03109045722	08/16/2023	67.14	67.14	08/28/2023
1106	ARIZONA WATER COMPANY	03109069151-	Saginaw Park - Parks # 03109069	08/16/2023	26.88	26.88	08/28/2023
1106	ARIZONA WATER COMPANY	03112047073-0	Az St & Cole Ave Irrigation - 0311	08/21/2023	26.88	26.88	08/28/2023
10-80-24000 PHONES							
6050	VERIZON	9941960041	Parks	08/13/2023	109.17	109.17	08/28/2023
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4164096207	UNIFORMS	08/09/2023	27.98	.00	
7060	CINTAS	4164902002	UNIFORMS	08/16/2023	27.98	.00	
7060	CINTAS	4165472350	UNIFORMS	08/23/2023	27.98	.00	
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D17192720230	PK-MILEAGE	08/23/2023	180.67	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17192720230	PK-LABOR	08/08/2023	165.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17196420230	PK-MILEAGE	08/07/2023	205.15	.00	
10-80-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9814596285	PAPER TOWEL SHEETS WHITE	08/23/2023	68.20	.00	
10-80-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	39055	OIL HP STIHL	08/10/2023	11.16	.00	
1659	ACE HARDWARE	39056	LED A19 E26 WW 60W	08/10/2023	9.31	.00	
1659	ACE HARDWARE	39064	DUCT TAPE, MARKERS	08/10/2023	12.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1659	ACE HARDWARE	39075	SCORPION KILLER	08/15/2023	9.31	.00	
1659	ACE HARDWARE	39076	THREAD SEAL TAPE, SPRAY H	08/15/2023	6.85	.00	
1659	ACE HARDWARE	39225	MARKING PAINT	08/29/2023	7.44	.00	
1659	ACE HARDWARE	39238	POST CRNR, CAP POST ALUM	08/29/2023	93.09	.00	
1862	B&D LUMBER & HARDWARE	203263	LNDSCP SPIKE, STAKE SURVE	08/14/2023	11.37	.00	
1862	B&D LUMBER & HARDWARE	203286	MAGNUM COMBINATION PADL	08/14/2023	26.29	.00	
1862	B&D LUMBER & HARDWARE	203338	ASSORTED CAP CONNECTOR	08/15/2023	2.62	.00	
1862	B&D LUMBER & HARDWARE	203372	PREMIX CONCRETE, 8" TORPE	08/16/2023	39.58	.00	
1862	B&D LUMBER & HARDWARE	203373	PREMIX CONCRETE	08/16/2023	53.92	.00	
1862	B&D LUMBER & HARDWARE	203504	GRAFITTI REMOVER	08/21/2023	13.94	.00	
1862	B&D LUMBER & HARDWARE	203585	CRADLE CAULK GUN, CLY DYN	08/23/2023	19.21	.00	
1862	B&D LUMBER & HARDWARE	203779	CUTOFF WHEEL, PREMIX CON	08/29/2023	19.77	.00	
10-80-46801 REC PROGRAMS/SPECIAL EVENTS							
6943	CORPORATE PAYMENT SYSTE	23-0808	LIFETIME BALL CARE KIT, VOLL	08/08/2023	235.52	235.52	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	PLAQUE (CORRECTED) MISSP	08/08/2023	26.10	26.10	08/22/2023
10-80-46802 LANDSCAPING MATERIALS							
1659	ACE HARDWARE	39157	ADAPTER DOWNSPOUT	08/22/2023	6.51	.00	
1659	ACE HARDWARE	39169	PIPE, PRIMER/CEMENT, COUPL	08/23/2023	50.36	.00	
1659	ACE HARDWARE	39172	PVC PIPE SAW, THREAD SEAL	08/24/2023	19.51	.00	
1659	ACE HARDWARE	39178	MG GRDN SOIL ROSE	08/24/2023	22.34	.00	
1659	ACE HARDWARE	39181	MG GRDN SOIL ROSE, PLNT FD	08/24/2023	34.45	.00	
1862	B&D LUMBER & HARDWARE	203324	PIPE, COUPLING, ELBOW, TEE,	08/15/2023	22.40	.00	
1862	B&D LUMBER & HARDWARE	203555	SELF DRILLING LATH, CUT SNIP	08/22/2023	87.72	.00	
1862	B&D LUMBER & HARDWARE	203623	PVC ELBOW, COUPLING, CEME	08/24/2023	9.68	.00	
10-80-55000 EQUIPMENT REPAIR & MAINT							
2031	KUATE'S ELECTRIC	23-0816	NEW OULETS/ICE DISPENSER	08/16/2023	99.00	.00	
Total PARKS:					3,250.99	1,859.75	
SWIMMING POOL							
10-81-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	2409211000-07	Quality Hill - Pool #2409211000	08/08/2023	167.70	167.70	08/14/2023
10-81-22000 WATER							
1106	ARIZONA WATER COMPANY	03106006471-	Swimming Pool - 03106006471	08/14/2023	1,045.59	1,045.59	08/21/2023
10-81-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	39105	PIPE, HAND WEEDER, PRIMER,	08/16/2023	61.75	.00	
Total SWIMMING POOL:					1,275.04	1,213.29	
LIBRARY							
10-83-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Library	08/18/2023	39.90	39.90	08/21/2023
10-83-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYMENT SYSTE	23-0808	ASSOCIATION OF RURAL AND	08/08/2023	375.00	375.00	08/22/2023
10-83-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	3331410000-0	6 MAIN St Library - Library -#3331	08/08/2023	638.82	638.82	08/14/2023
10-83-22000 WATER							
1106	ARIZONA WATER COMPANY	03106016751-	Library - Lib 03106016751	08/14/2023	97.23	97.23	08/21/2023
10-83-24000 PHONES							
4192	CENTURY LINK	414B-08-23	LIBRARY 520-432-4232 414B	08/13/2023	137.75	137.75	08/28/2023
10-83-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	23-0808	MAILCHIMP EMAIL NEWSLETTE	08/08/2023	13.73	13.73	08/22/2023
10-83-46833 CHILDRENS MATERIALS							
6943	CORPORATE PAYMENT SYSTE	23-0808	CHILDREN'S MATERIALS	08/08/2023	7.99	7.99	08/22/2023
Total LIBRARY:					1,310.42	1,310.42	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SENIOR CITIZENS CENTER							
10-85-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	8339841000-0	300 Collins Rd. #8339841000	08/16/2023	569.84	569.84	08/21/2023
10-85-24000 PHONES							
4192	CENTURY LINK	416B-08-23	SENIOR CENTER 520-432-2167	08/13/2023	67.50	67.50	08/28/2023
10-85-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	23-0823/SC	Internet Svc- Senior Center-10123	08/16/2023	63.75	63.75	08/21/2023
Total SENIOR CITIZENS CENTER:					701.09	701.09	
Total GENERAL FUND:					155,827.89	117,939.16	
GENERAL GOVERNMENT GRANTS							
11-30-22514 BISBEE BIKEWAYS EDA GRANT							
1830	ZACATECAS ENGINEERING, PL	2023-45	BISBEE SHARED USE PATH PR	08/18/2023	793.10	.00	
Total :					793.10	.00	
GRANT EXP - GENERAL GOVT							
11-40-22803 EPA HILLCREST GRANT							
6943	CORPORATE PAYMENT SYSTE	23-0808	HILLCREST BRWONSFIELD/AM	08/08/2023	777.40	777.40	08/22/2023
Total GRANT EXP - GENERAL GOVT:					777.40	777.40	
Total GENERAL GOVERNMENT GRANTS:					1,570.50	777.40	
CAMP NACO							
19-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Camp Naco	08/18/2023	22.43	22.43	08/21/2023
19-40-24000 PHONES-MELLON GRANT							
4192	CENTURY LINK	691B-08-23	CAMP NACO 520-432-9031 691B	08/13/2023	83.22	83.22	08/28/2023
6050	VERIZON	9941960041	Camp Naco	08/13/2023	92.55	92.55	08/28/2023
19-40-24001 INTERNET-MELLON GRANT							
4059	SPARKLIGHT	23-0823/Camp	Internet Svc-915 Tovreaville Rd BI	08/18/2023	123.98	123.98	08/28/2023
19-40-31000 PROFESSIONAL FEES-MELLON GRANT							
1920	MARK COSTA	23-0827	CAMP NACO-BUFFALO SOLDIE	08/27/2023	2,400.00	.00	
19-40-34000 CONTRACT SERVICES-MELLON GRANT							
1997	BORDER GROUNDSKEEPING	17002	TAKE DOWN BOTH ROADDSIDE	08/28/2023	750.00	.00	
1893	LAL ENTERPRISES, INC	63309	TOILET SERVICE (08/05/23 EVE	08/07/2023	190.00	.00	
19-40-42040 ADVERTISING-MELLON GRANT							
1153	BISBEE OBSERVER	11311	AD/BUFFALO SOLDIER EVENT	08/24/2023	258.75	.00	
1872	R. BROOKS JEFFERY	23-0802	T-SHIRTS (FOR VOLUNTEERS)	08/02/2023	798.98	798.98	08/30/2023
19-40-42060 NON-CAP ADMN EQUIP/FURN-MELLON							
6943	CORPORATE PAYMENT SYSTE	23-0808	LOGITECH C920 HD PRO WEBC	08/08/2023	74.53	74.53	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	CALIBRA WEB CAM MOUNT	08/08/2023	29.58	29.58	08/22/2023
6889	VERHELST RECOVERY HOUSE	14472	CLEAN, PREP AND MOVE OFFI	08/15/2023	273.00	.00	
19-40-46300 CUSTODIAL SUPPLIES-MELLON							
1659	ACE HARDWARE	39063	CLEANING SUPPLIES FOR TOV	08/10/2023	86.56	.00	
19-40-46000 OPERATIONAL EXPENSE-MELLON							
1659	ACE HARDWARE	39004	DUST PA, BAG, BROOM, SQUE	08/03/2023	85.63	.00	
1862	B&D LUMBER & HARDWARE	203176	HILLMAN KEYS	08/09/2023	2.18	.00	
1862	B&D LUMBER & HARDWARE	203599	HILLMAN KEYS, HD COMM PRI	08/23/2023	55.30	.00	
19-40-46801 REC PROG/SPECIAL EVENTS-MELLON							
1486	BOYS & GIRLS CLUB	23-0810	145 METAL CHAIRS, 8 TABLES,	08/10/2023	250.00	.00	
6943	CORPORATE PAYMENT SYSTE	23-0808	72" BROWN RECTANGLE PICNI	08/08/2023	852.55	852.55	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	TABLES FOR 8/5 OPEN HOUSE	08/08/2023	140.42	140.42	08/22/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6943	CORPORATE PAYMENT SYSTE	23-0808	ICE/GOVERNOR'S VISIT	08/08/2023	5.18	5.18	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	10' L SILVER ALUMINUM WHEEL	08/08/2023	1,068.58	1,068.58	08/22/2023
1922	NORMAND, MICHAEL	23-0802	INDOOR/OUTDOOR FAN, U-PO	08/02/2023	1,000.08	1,000.08	08/30/2023
1872	R. BROOKS JEFFERY	23-0802	FLAGS/NATIONAL CAPITAL FLA	08/02/2023	1,988.50	1,988.50	08/30/2023
6889	VERHELST RECOVERY HOUSE	14432	CLEAN-UP PREP FOR 8/5 OPEN	08/03/2023	409.50	.00	
6889	VERHELST RECOVERY HOUSE	14438	ASSIT WITH 8/5 OPEN HOUSE E	08/05/2023	321.75	.00	
6889	VERHELST RECOVERY HOUSE	14439	CLEAN-UP, PREP FOR 8/5 OPE	08/04/2023	273.00	.00	
6889	VERHELST RECOVERY HOUSE	14451	MISC CLEAN-UP AFTER 8/5 OP	08/08/2023	487.52	.00	
19-40-62003 GASOLINE-MELLON GRANT							
6943	CORPORATE PAYMENT SYSTE	23-0808	GAS FOR GENERATOR	08/08/2023	5.02	5.02	08/22/2023
19-40-62004 DIESEL-MELLON GRANT							
1922	NORMAND, MICHAEL	23-0711	FUEL FOR TRACTOR	07/11/2023	4.78	4.78	08/30/2023
19-40-92000 CONSTRUCTION COSTS-MELLON							
6943	CORPORATE PAYMENT SYSTE	23-0808	SIMPSON STRONG TIE H1 18 G	08/08/2023	125.15	125.15	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	FENCE BRACKET	08/08/2023	97.55	97.55	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GALV UTILITY PANEL C A L RAC	08/08/2023	540.14	540.14	08/22/2023
Total :					12,896.41	7,053.22	
19-45-13100 BUSINESS TRAVEL-STATE GRANT							
1922	NORMAND, MICHAEL	23-0814	REIMBURSE FOR MILES DRIVE	08/14/2023	311.81	311.81	08/30/2023
19-45-31000 PROFESSIONAL FEES-STATE GRANT							
1830	ZACATECAS ENGINEERING, PL	2023-34	CHIMNEY RESTORATION DESI	08/02/2023	332.88	.00	
1830	ZACATECAS ENGINEERING, PL	2023-36	ENGINEERING OF HANDICAP R	08/02/2023	453.20	.00	
1830	ZACATECAS ENGINEERING, PL	2023-37	ENGINEERING OF PERIMETER	08/02/2023	1,232.33	.00	
1830	ZACATECAS ENGINEERING, PL	2023-38	CONSTRUCTION TRAILER SITI	08/02/2023	254.93	.00	
1830	ZACATECAS ENGINEERING, PL	2023-48	REVIEW PROPOSED RFP AND	08/24/2023	368.23	.00	
19-45-41600 OFFICE SUPPLIES-STATE GRANT							
1659	ACE HARDWARE	39146	OFFICE SUPPLIES-TOVREAVILL	08/21/2023	136.95	.00	
19-45-46000 OPERATIONAL EXPENSE-STATE							
6943	CORPORATE PAYMENT SYSTE	23-0808	GATORADE, WATER	08/08/2023	76.56	76.56	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	CRYSTAL LITE, GATORADE, WA	08/08/2023	30.50	30.50	08/22/2023
19-45-60100 BLDG REPAIR & MAINT-STATE							
1659	ACE HARDWARE	39183	STEP STRINGER, FIRE EXT, PA	08/24/2023	247.99	.00	
1659	ACE HARDWARE	39192	3 STEP STRINGER CREDIT, 4 S	08/25/2023	13.15	.00	
1659	ACE HARDWARE	39194	FASTENERS	08/25/2023	14.26	.00	
1862	B&D LUMBER & HARDWARE	203682	FILL VALVE, CORNER BRACE,	08/25/2023	141.89	.00	
19-45-62003 GASOLINE-STATE GRANT							
6943	CORPORATE PAYMENT SYSTE	23-0808	GAS FOR GENERATOR	08/08/2023	6.05	6.05	08/22/2023
19-45-62004 DIESEL-STATE GRANT							
6943	CORPORATE PAYMENT SYSTE	23-0808	DIESEL FOR TRACTOR	08/08/2023	23.03	23.03	08/22/2023
19-45-92000 CONSTRUCTION COSTS-STATE							
6943	CORPORATE PAYMENT SYSTE	23-0808	CAT'S CLAW FASTENERS 1.5" F	08/08/2023	536.89	536.89	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	PRESSURE TREATED LUMBER/	08/08/2023	778.65	778.65	08/22/2023
1973	HIGH DESERT TRANSFORMATI	104	CONCRETE REPAIR AND CORN	08/13/2023	300.00	.00	
1973	HIGH DESERT TRANSFORMATI	104A	CONSTRUCTION SERVICES	08/20/2023	100.40	.00	
Total :					5,359.70	1,763.49	
Total CAMP NACO:					18,256.11	8,816.71	
TRANSIENT ROOM TAX							
FUND EXPENDITURES							
20-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Visitor Center	08/18/2023	18.56	18.56	08/21/2023
20-40-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	23-0808	GCOT BREAKFAST	08/08/2023	16.17	16.17	08/22/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6943	CORPORATE PAYMENT SYSTE	23-0808	GCOT COFFEE	08/08/2023	6.24	6.24	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	TRAVEL FOOD	08/08/2023	22.22	22.22	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GCOT	08/08/2023	28.83	28.83	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	WESTIN LA PALOMA GCOT RO	08/08/2023	316.48	316.48	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GCOT BREAKFAST	08/08/2023	21.50	21.50	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	TRAVEL	08/08/2023	13.56	13.56	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GCOT FOOD	08/08/2023	27.25	27.25	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GCOT WATER	08/08/2023	12.50	12.50	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GCOT TICKET	08/08/2023	125.00	125.00	08/22/2023
20-40-24000 PHONES							
4192	CENTURY LINK	044B-08-23	VISITOR CENTER 520-432-3554	08/13/2023	61.20	61.20	08/28/2023
4192	CENTURY LINK	500B-08-23	VISITOR CENTER 520-432-3554	08/13/2023	33.17	33.17	08/28/2023
6050	VERIZON	9941960041	Visitor Center	08/13/2023	81.20	81.20	08/28/2023
20-40-24001 INTERNET ACCESS							
4059	SPARKLIGHT	23-0823/VC	Internet Svc-Vistor Center - 13485	08/08/2023	148.43	148.43	08/14/2023
20-40-34000 CONTRACT SERVICES							
1916	CERTIFIED FOLDER DISPLAY	603605	RACK CARD DISTRIBUTION	06/01/2023	809.88	.00	
20-40-41500 OFFICE SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	23-0808	MOUSE PAD	08/08/2023	18.06	18.06	08/22/2023
6399	WIST OFFICE PRODUCTS	2367120	DESK CHAIR	08/08/2023	181.37	.00	
6399	WIST OFFICE PRODUCTS	2368559	WRIST REST FOR COMPUTER	08/11/2023	23.87	.00	
6399	WIST OFFICE PRODUCTS	2372264	CREDIT FOR CHAIR	08/24/2023	181.37-	.00	
20-40-42020 PRINTING & REPRODUCTION							
6472	PHOENIX NEW TIMES	81723-233582	MAP PRINTING AOT CO-OP	08/17/2023	3,732.00	.00	
20-40-42040 ADVERTISING							
2027	COMPASS MARKETING GROUP	70542	ADVERTISING-CO-OP	08/19/2023	800.00	.00	
6842	PRIDE GUIDE	TPG-4132	ADVERTISING AOT CO-OP	08/28/2023	697.02	.00	
5901	THE GO TRAVEL SITES	15215	LEAD GENERATION EMAIL AOT	09/01/2023	2,800.00	.00	
20-40-43500 POSTAGE							
6943	CORPORATE PAYMENT SYSTE	23-0808	POSTAGE	08/08/2023	25.01	25.01	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	POSTAGE	08/08/2023	72.80	72.80	08/22/2023
20-40-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYMENT SYSTE	23-0808	INFLUENCER MEET	08/08/2023	10.50	10.50	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MAPS	08/08/2023	12.05	12.05	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MAGNETIC SCREEN DOOR	08/08/2023	29.58	29.58	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	META DISPUTED CHARGES	08/08/2023	428.29	428.29	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	INFLUENCER ROOM STOCK	08/08/2023	7.67	7.67	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	AC UNIT FOR OFFICE	08/08/2023	517.24	517.24	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	COPPER SHOT GLASSES	08/08/2023	710.72	710.72	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	EXTENSION CORD FOR AC	08/08/2023	13.14	13.14	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	META DISPUTED CHARGES	08/08/2023	250.00	250.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	PRIZES FOR VC	08/08/2023	19.72	19.72	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	PHONE CASE FOR CITY PHON	08/08/2023	10.94	10.94	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	META DISPUTED CHARGES	08/08/2023	250.00	250.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	DECOR AND OFFICE SUPPLIES	08/08/2023	66.14	66.14	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	META DISPUTED CHARGES	08/08/2023	250.00	250.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	WIX WEBSITE	08/08/2023	5.25	5.25	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	INFLUENCER COFFEE	08/08/2023	12.07	12.07	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	META DISPUTED CHARGES	08/08/2023	250.00	250.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	CARD STOCK, PENS, PAPER	08/08/2023	39.32	39.32	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEETING LUNCH	08/08/2023	58.41	58.41	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	INFLUENCER ROOM STOCK	08/08/2023	7.88	7.88	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	CHAMBER MEETING	08/08/2023	6.00	6.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	INFLUENCER GIFT	08/08/2023	23.68	23.68	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LEAGUE OF CITIES GIVEAWAY	08/08/2023	257.50	257.50	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	MEETING LUNCH	08/08/2023	46.60	46.60	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	ADOBE PHOTOSHOP	08/08/2023	39.45	39.45	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	META DISPUTED CHARGES	08/08/2023	250.00	250.00	08/22/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6943	CORPORATE PAYMENT SYSTE	23-0808	LEAGUE OF CITIES REGISTRAT	08/08/2023	245.00	245.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	HWY 80 LUNCHEON	08/08/2023	20.00	20.00	08/22/2023
1898	JOHNSON, CHRIS	23-0810	REIMBURSEMENT-WATER BOT	08/10/2023	5.46	.00	
20-40-62003 GASOLINE							
6943	CORPORATE PAYMENT SYSTE	23-0808	GAS, WATER, TIRE FILL	08/08/2023	39.39	39.39	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GAS AND WATER	08/08/2023	39.39	39.39	08/22/2023
Total FUND EXPENDITURES:					13,832.34	4,964.11	
Total TRANSIENT ROOM TAX:					13,832.34	4,964.11	
STREETS							
FUND EXPENDITURES							
21-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Streets	08/18/2023	90.57	90.57	08/21/2023
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	4470670000-0	60 Brewery Gulch Sp 3 - #447067	08/09/2023	36.43	36.43	08/14/2023
1097	AZ PUBLIC SERVICE (2 of 3)	4877951000-0	Hwy 92 DD #4877951000	08/17/2023	13.47	13.47	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	5254161000-0	951 Naco Hwy #5254161000	08/17/2023	100.77	100.77	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	5847770000-0	60 Brewery Gulch Sp 2 - #584777	08/09/2023	48.29	48.29	08/14/2023
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	25% Streets	08/16/2023	127.21	127.21	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	7700160000-0	60 Brewery Gulch Sp 4 - #770016	08/09/2023	39.15	39.15	08/14/2023
1097	AZ PUBLIC SERVICE (2 of 3)	8186260000-0	170 Hwy 92 - #690982286	08/16/2023	97.88	97.88	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	8583641000-0	60 Brewery Gulch Sp 1 - #858364	08/09/2023	69.24	69.24	08/14/2023
1879	AZ PUBLIC SERVICE (3 of 3)	AR0480008957	STREETLIGHT BILLING-JULY	08/11/2023	1,725.65	.00	
21-40-24000 PHONES							
6050	VERIZON	9941960041	Streets	08/13/2023	287.21	287.21	08/28/2023
21-40-34000 CONTRACT SERVICES							
7060	CINTAS	4164096376	UNIFORMS	08/09/2023	72.74	.00	
7060	CINTAS	4164901949	UNIFORMS	08/16/2023	72.74	.00	
7060	CINTAS	4165472386	UNIFORMS	08/23/2023	72.74	.00	
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23L79J	08/03/2023	211.82	211.82	08/14/2023
21-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D17514820230	ST-MILEAGE	08/23/2023	250.54	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17514820230	ST-LABOR	08/18/2023	260.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17521520230	ST-MILEAGE	08/07/2023	238.08	.00	
21-40-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HARDWARE	203197	D-HDL ALUM SCOOP, BROOM	08/10/2023	77.53	.00	
6943	CORPORATE PAYMENT SYSTE	23-0808	RESISTANT METRIC HEX BIT S	08/08/2023	52.20	52.20	08/22/2023
21-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	39152	BLACK DIAMOND LINE	08/22/2023	83.82	.00	
21-40-45200 SAFETY EQUIP & SUPPLIES							
1659	ACE HARDWARE	39239	COOLER 5GL	08/29/2023	38.35	.00	
21-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	39049	FASTENERS	08/09/2023	23.04	.00	
1659	ACE HARDWARE	39221	MARKING WAND PRO, MARKIN	08/29/2023	54.93	.00	
1862	B&D LUMBER & HARDWARE	203318	1-1/2" PADLOCK	08/15/2023	14.42	.00	
1862	B&D LUMBER & HARDWARE	203496	BLUE MED DUTY TARP	08/21/2023	13.63	.00	
1862	B&D LUMBER & HARDWARE	203527	ENGINE OIL	08/22/2023	30.67	.00	
4852	BISBEE BEVERAGE	1012085	ICE	08/08/2023	12.52	.00	
6536	BISBEE NAPA AUTO PARTS	319599	PWR/STEERING FL-1	08/24/2023	3.29	.00	
6536	BISBEE NAPA AUTO PARTS	320010	HIGH MILE LEAGUE OIL	08/30/2023	25.19	.00	
6943	CORPORATE PAYMENT SYSTE	23-0808	ICE	08/08/2023	2.75	2.75	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	IN GOOD CREATIONS (AZ SMA	08/08/2023	350.00	350.00	08/22/2023
21-40-46210 STREET REPAIR MAT - SALES TAX							
4223	KE & G CONSTRUCTION, INC.	01	BISBEE LIQUID ROAD	09/01/2023	28,750.00	.00	
1830	ZACATECAS ENGINEERING, PL	2023-42	116 BREWERY AVE-BOUNDARY	08/14/2023	2,695.00	.00	
1830	ZACATECAS ENGINEERING, PL	2023-47	STAR AVENUE RETAINING WAL	08/18/2023	991.38	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
21-40-55000 EQUIPMENT REPAIR & MAINT							
2031	KUATE'S ELECTRIC	23-0816	NEW OUTLETS/ICE DISPENSER	08/16/2023	99.00	.00	
21-40-61000 VEHICLE PARTS & LABOR							
6943	CORPORATE PAYMENT SYSTE	23-0808	STREET-PETERBILT/PARTS & L	08/08/2023	3,471.88	3,471.88	08/22/2023
Total FUND EXPENDITURES:					40,604.13	4,998.87	
Total STREETS:					40,604.13	4,998.87	
HOUSING INITIATIVE							
45-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0149540000-0	416 N Street Saginaw #01495400	08/10/2023	31.86	31.86	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	3234473109-0	112 Nighthawk #3234473109	08/18/2023	9.47	9.47	08/28/2023
45-40-22000 WATER							
1106	ARIZONA WATER COMPANY	03109076502-	111 E St/Saginaw #03109076502	08/16/2023	26.88	26.88	08/28/2023
1106	ARIZONA WATER COMPANY	03109076701-	416 N St Saginaw - # 031090767	08/16/2023	27.14	27.14	08/28/2023
Total :					95.35	95.35	
Total HOUSING INITIATIVE:					95.35	95.35	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	9662440000-0	Bisbee Junction Hill - Airport #96	08/22/2023	332.16	332.16	08/28/2023
50-40-22000 WATER							
1584	NACO WATER COMPANY LLC	201712239050	Airport Water-August 2023	08/16/2023	79.97	79.97	08/21/2023
50-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	39110	COUPLE COMP GALV 1/2"x3"	08/17/2023	8.37	.00	
1659	ACE HARDWARE	39116	CREDIT	08/17/2023	8.37-	.00	
1659	ACE HARDWARE	39117	OIL HP STIHL, MOTOMIX SPOU	08/17/2023	7.70	.00	
Total FUND EXPENDITURES:					419.83	412.13	
Total AIRPORT FUND:					419.83	412.13	
POLICE SPECIAL REVENUE& GRANTS							
FUND EXPENDITURES							
53-40-30002 GRANTS- MISC POLICE							
1227	PRIDE OUTFITTING	OUT-9135	DECALS & EMERGENCY EQUIP	08/30/2023	4,000.00	4,000.00	08/30/2023
Total FUND EXPENDITURES:					4,000.00	4,000.00	
Total POLICE SPECIAL REVENUE& GRANTS:					4,000.00	4,000.00	
SEWER FUND							
54-1019900 CLEARING ACCT--SEWER/TRASH A/R							
6457	ANDREW EATON	23-0828	REFUND OF ACCT 103.630626.0	08/28/2023	16.65	.00	
1919	ANGELIQUE ANDERSON PR FO	23-0818	REFUND FOR ACCT 103.681194.	08/18/2023	3.00	3.00	08/21/2023
1919	ANGELIQUE ANDERSON PR FO	23-0818	REFUND FOR ACCT 103.720370	08/18/2023	3.00	3.00	08/21/2023
5416	CROW, JOHN	23-0824	REFUND OF ACCT 103.611572.0	08/24/2023	711.21	.00	
2039	DAVID DEMELLO	23-0828	REFUND OF ACCT 101.060515.0	08/28/2023	10.12	.00	
2032	MOUREAUX, ANN R.	23-0821	REFUND OF ACCT 101.060233.0	08/21/2023	5.11	.00	
2035	SPROULE, MELISSA	23-0824	REFUND OF ACCT 103.680720.0	08/24/2023	54.76	.00	
2040	STEPHEN DREW	23-0828	REFUND OF ACCT 103.622051.0	08/28/2023	4.83	.00	
2038	STEPHEN HOWARD, PERSONA	23-0824	REFUND OF ACCT 103.612765.0	08/24/2023	247.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total :					1,056.15	6.00	
FUND EXPENDITURES							
54-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Waste Water	08/18/2023	67.37	67.37	08/21/2023
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	0516740000-0	42 Warren Cut Off Rd. Swr Bldg B	08/10/2023	1,373.56	1,373.56	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	2478030000-0	302 Teran St. #2478030000	08/16/2023	42.69	42.69	08/21/2023
1097	AZ PUBLIC SERVICE (2 of 3)	2954210000-0	42 Warren Cut Off Rd. Swr Bldg A	08/10/2023	54.13	54.13	08/21/2023
54-40-22000 WATER							
1106	ARIZONA WATER COMPANY	03109050451-	6 W. HWY 80	08/16/2023	26.88	26.88	08/21/2023
1106	ARIZONA WATER COMPANY	03109081151-0	Highway 80-Sewer Pond - Acct #	08/16/2023	71.52	71.52	08/21/2023
54-40-24000 PHONES							
4192	CENTURY LINK	424B-08-23	46 S. AZ ST-VVW 520-432-8035 4	08/13/2023	33.75	33.75	08/28/2023
6050	VERIZON	9941960041	Sewer On Call	08/13/2023	18.42	18.42	08/28/2023
6050	VERIZON	9941960041	Sewer	08/13/2023	154.23	154.23	08/28/2023
54-40-34000 CONTRACT SERVICES							
7060	CINTAS	4164096327	UNIFORMS	08/09/2023	49.39	.00	
7060	CINTAS	4164901985	UNIFORMS	08/16/2023	49.39	.00	
7060	CINTAS	4165472406	UNIFORMS	08/23/2023	49.39	.00	
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23L7B3	08/03/2023	211.82	211.82	08/14/2023
6881	OPERATIONS MANAGEMENT IN	D3165600-05-0	MAINTENANCE AND MANAGEM	08/28/2023	63,943.58	.00	
54-40-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HARDWARE	203517	BASIC TORCH KIT	08/21/2023	43.83	.00	
1862	B&D LUMBER & HARDWARE	203622	BASIC TORCH KIT/RETURNED/	08/24/2023	.00	.00	
54-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	39108	PLASTIC BUCKET	08/17/2023	17.11	.00	
1862	B&D LUMBER & HARDWARE	203431	DEMO BLADE SET, PREM GN D	08/17/2023	33.21	.00	
1862	B&D LUMBER & HARDWARE	203435	SDS+HAMMER BIT	08/17/2023	16.36	.00	
54-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	39095	CORD EXT, MARK PAINT IC SB	08/16/2023	67.98	.00	
1659	ACE HARDWARE	39213	RING WAX BOWL	08/28/2023	5.38	.00	
1659	ACE HARDWARE	39236	ASPHALT FILLER	08/29/2023	22.34	.00	
1862	B&D LUMBER & HARDWARE	203497	THERM-LUBE ADMXTURE	08/21/2023	17.55	.00	
1862	B&D LUMBER & HARDWARE	203530	PREMIX CONCRETE, FLOAT GR	08/22/2023	72.24	.00	
1862	B&D LUMBER & HARDWARE	203560	SIKALATEXR ADMXTURE, THE	08/22/2023	39.49	.00	
1862	B&D LUMBER & HARDWARE	203618	PREMIX CONCRETE	08/24/2023	53.92	.00	
4852	BISBEE BEVERAGE	1011884	ICE	08/07/2023	7.51	.00	
4852	BISBEE BEVERAGE	1012084	ICE	08/08/2023	7.51	.00	
6943	CORPORATE PAYMENT SYSTE	23-0808	FIEL LIEN 2023-14309, 14310, 14	08/08/2023	77.00	77.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	ICE	08/08/2023	34.05	34.05	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	RELEASE OF LIENS 2023-13509	08/08/2023	77.00	77.00	08/22/2023
1110	ENTERPRISE FM TRUST	FBN4808703	Maintenance charge - 23L7B3	08/03/2023	13.21	13.21	08/14/2023
54-40-46543 MANHOLE, PIPE & FITTINGS							
1659	ACE HARDWARE	39134	ADAPTER PVC 2" SL2 MPT	08/21/2023	2.22	.00	
1862	B&D LUMBER & HARDWARE	203386	PVC COUPLING	08/16/2023	2.06	.00	
1862	B&D LUMBER & HARDWARE	203415	PVC COUPLING, ADAPTER, AB	08/17/2023	13.50	.00	
1862	B&D LUMBER & HARDWARE	203498	PVC COUPLING, ELBOW, ADAP	08/21/2023	24.43	.00	
1862	B&D LUMBER & HARDWARE	203744	VALVE BOX, ADAPTER BUSHIN	08/29/2023	18.75	.00	
54-40-55000 EQUIPMENT REPAIR & MAINT							
2031	KUATE'S ELECTRIC	23-0816	NEW OUTLETS/ICE DISPENSER	08/16/2023	99.00	.00	
6881	OPERATIONS MANAGEMENT IN	D3165600-05-0	REBATEABLE REPAIRS	08/28/2023	6,250.00	.00	
54-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	319176	RADIATOR STOP LEA, WATER P	08/18/2023	345.58	.00	
6536	BISBEE NAPA AUTO PARTS	319842	OIL FILTER, BRAKE CLNR, 5W3	08/28/2023	61.79	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FUND EXPENDITURES:					73,569.14	2,255.63	
Total SEWER FUND:					74,625.29	2,261.63	
SANITATION FUND							
FUND EXPENDITURES							
56-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Sanitation	08/18/2023	136.74	136.74	08/21/2023
56-40-12300 UNIFORMS & CLOTHING							
1737	HERNANDEZ, JOSE	23-0817	WORK BOOTS-REIMBURSEME	08/17/2023	145.86	.00	
6894	MEDINA, JOSE P	23-0819	WORK BOOTS REIMBURSEME	08/19/2023	145.86	.00	
5932	TAPIA, MIGUEL	23-0821	WORK BOOTS REIMBURSEME	08/21/2023	135.00	.00	
56-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	6690180000-0	25% Sanitation	08/16/2023	127.21	127.21	08/21/2023
56-40-24000 PHONES							
6050	VERIZON	9941960041	Sanitation	08/13/2023	193.92	193.92	08/28/2023
6050	VERIZON	9941960041	Recycle	08/13/2023	138.04	138.04	08/28/2023
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4164096308	UNIFORMS	08/09/2023	54.39	.00	
7060	CINTAS	4164901937	UNIFORMS	08/16/2023	54.39	.00	
7060	CINTAS	4165472423	UNIFORMS	08/23/2023	54.39	.00	
1110	ENTERPRISE FM TRUST	FBN4808703	Vehicle Lease-23L7B3	08/03/2023	211.81	211.81	08/14/2023
56-40-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HARDWARE	203562	PALMYRA BRUSH	08/22/2023	10.52	.00	
56-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	39057	TRASH CAN 32GAL BLK	08/10/2023	29.58	.00	
1659	ACE HARDWARE	39217	SKT ADPT, SINGLE CUT KEY	08/29/2023	13.94	.00	
56-40-46562 RECYCLING PROGRAM							
5957	BARNETT'S PROPANE, LLC	9477-21	PROPANE/32GLS	08/22/2023	112.37	.00	
7060	CINTAS	4164096159	UNIFORMS	08/09/2023	12.35	.00	
7060	CINTAS	4164096181	UNIFORMS	08/09/2023	35.41	.00	
7060	CINTAS	4164901966	UNIFORMS	08/16/2023	12.35	.00	
7060	CINTAS	4164901984	UNIFORMS	08/16/2023	35.41	.00	
7060	CINTAS	4165472359	UNIFORMS	08/23/2023	12.35	.00	
7060	CINTAS	4165472393	UNIFORMS	08/23/2023	35.41	.00	
56-40-55000 EQUIPMENT REPAIR & MAINT							
1110	ENTERPRISE FM TRUST	FBN4808703	Maintenance charge - 23L7B3	08/03/2023	13.21	13.21	08/14/2023
2031	KUATE'S ELECTRIC	23-0816	NEW OUTLETS/ICE DISPENSER	08/16/2023	99.00	.00	
56-40-61000 VEHICLE PARTS & LABOR							
1112	BALAR EQUIPMENT	623146-1	HARNES HEIL 263-1908-005(2)	06/15/2023	2,409.06	.00	
1112	BALAR EQUIPMENT	6232856	REPAIR TO HEIL UNIT #231442;	06/19/2023	4,669.95	.00	
6536	BISBEE NAPA AUTO PARTS	319692	BD A/C, 12OZ CAN REFRIGERA	08/25/2023	69.63	.00	
6536	BISBEE NAPA AUTO PARTS	319840	OIL-FUEL-AIR-HYDRAULIC FILT	08/28/2023	210.94	.00	
5983	FREIGHTLINER OF ARIZONA, L	RA340016790:	GARBAGE TRUCK/PARTS & LA	08/28/2023	4,626.32	.00	
5983	FREIGHTLINER OF ARIZONA, L	XA340160776:	LIFT SPRINGS (2) FLATBED	08/29/2023	1,918.53	.00	
56-40-91000 CAPITAL EXPENDITURES							
6943	CORPORATE PAYMENT SYSTE	23-0808	FOLDING ARM GRIPPER AUTO	08/08/2023	3,800.55	3,800.55	08/22/2023
Total FUND EXPENDITURES:					19,524.49	4,621.48	
Total SANITATION FUND:					19,524.49	4,621.48	
QUEEN MINE FUND							
FUND EXPENDITURES							
59-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	1574522940	STD - Queen Mine	08/18/2023	121.81	121.81	08/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
59-40-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYMENT SYSTE	23-0808	DINNER RECEIPT REIMBURSE	08/08/2023	12.24	12.24	08/22/2023
59-40-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYMENT SYSTE	23-0808	CPR/AED +FIRST AID TRAINING	08/08/2023	489.16	489.16	08/22/2023
59-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	8295240000-0	HWY 80 Tour - QM - #829524000	08/10/2023	974.29	974.29	08/21/2023
59-40-22000 WATER							
1106	ARIZONA WATER COMPANY	03109024701-	Queen Mine - #03109024701	08/16/2023	88.81	88.81	08/28/2023
59-40-24000 PHONES							
4192	CENTURY LINK	406B-08-23	QUEEN MINE 520-432-2071 406	08/13/2023	141.44	141.44	08/28/2023
6050	VERIZON	9941960041	Queen Mine	08/13/2023	50.82	50.82	08/28/2023
59-40-24001 INTERNET ACCESS FEE							
4059	SPARKLIGHT	23-0823/QM	Internet Svc-Queen Mine - 10121	08/16/2023	74.74	74.74	08/21/2023
59-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D17192920230	QM-MILEAGE	08/23/2023	78.02	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17192920230	QM-LABOR	08/18/2023	80.00	.00	
3163	AZ STATE PRISON CMLPX-DOU	D17196620230	QM-MILEAGE	08/07/2023	65.86	.00	
59-40-41500 OFFICE SUPPLIES							
6399	WIST OFFICE PRODUCTS	2372578	DYMO PRICING LABELS & COR	08/24/2023	167.74	.00	
59-40-42040 ADVERTISING							
6943	CORPORATE PAYMENT SYSTE	23-0808	UV LIGHT	08/08/2023	13.25	13.25	08/22/2023
59-40-42060 INVENTORIED TOOLS							
6943	CORPORATE PAYMENT SYSTE	23-0808	CLAMP KIT & DRILL PRESS	08/08/2023	2,486.06	2,486.06	08/22/2023
59-40-45200 SAFETY EQUP & SUPPLIES							
6943	CORPORATE PAYMENT SYSTE	23-0808	GATORADE POWDER	08/08/2023	10.82	10.82	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	HARD HAT	08/08/2023	172.94	172.94	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LED MINING LIGHTS	08/08/2023	897.49	897.49	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	GATORADE	08/08/2023	55.59	55.59	08/22/2023
59-40-46591 MERCHANDISE							
4449	ATLAS SCREEN PRINTING	211386	T-SHIRTS	08/16/2023	1,283.69	.00	
6943	CORPORATE PAYMENT SYSTE	23-0808	EARRINGS, NECKLACES & BRA	08/08/2023	669.52	669.52	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	COPPER CUBES & TRAPEZOID	08/08/2023	1,225.00	1,225.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LED LIGHT STANDS, MOSAIC L	08/08/2023	717.77	717.77	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	PENDANT NECKLACES & EARR	08/08/2023	363.25	363.25	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	OPAL BOWLS, NECKLACE, MOS	08/08/2023	425.40	425.40	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	COPPER/CLEAR/RAINBOW SH	08/08/2023	1,124.20	1,124.20	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	TRICOLOR CALCITE, CALCITE	08/08/2023	4,890.00	4,890.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	CHARKA CRYSTAL SETS, PEND	08/08/2023	231.32	231.32	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LED LAMPS, CHARKA SET, NEC	08/08/2023	217.21	217.21	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	LIGHT UP HARD HAT KEYCHAIN	08/08/2023	504.77	504.77	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	COPPER BRACELETS, RINGS &	08/08/2023	1,047.50	1,047.50	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	BISBEELAND BOOK	08/08/2023	45.00	45.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	NECKLACES, STONES & BRAC	08/08/2023	883.35	883.35	08/22/2023
1226	JP COOKE COMPANY	1295991	BRASS ID MINE TAGS	08/21/2023	333.75	.00	
6011	PICHINCHA	56511	ORNAMENT, LEATHER BAGS, S	07/05/2023	774.17	.00	
5876	PILGRIM IMPORTS	23-0821	CUSTOM ORNAMENTS DEPOSI	08/21/2023	525.00	.00	
6023	PLANET COTTON	149245	T-SHIRTS	08/15/2023	2,389.46	.00	
6023	PLANET COTTON	149358	T-SHIRTS, STICKERS, MAGNET	08/22/2023	6,959.66	.00	
6633	SEA TO SKY PHOTOGRAPHY	A-27772	EYE SPY ROAD GAME	10/08/2021	30.00	.00	
59-40-55000 EQUIPMENT REPAIR & MAINT							
1659	ACE HARDWARE	39128	DISTILLED WATER	08/20/2023	8.88	.00	
6943	CORPORATE PAYMENT SYSTE	23-0808	CAR BATTERY CABLE	08/08/2023	143.61	143.61	08/22/2023
59-40-55100 REPAIR & MAINT - OTHER							
1659	ACE HARDWARE	39038	CONCRETE MIX, KNEE PAD &	08/09/2023	332.00	.00	
1659	ACE HARDWARE	39053	CONCRETE MIX	08/10/2023	134.79	.00	
1659	ACE HARDWARE	39080	C+K EXT SG NB, COUPLING & T	08/15/2023	56.52	.00	
1659	ACE HARDWARE	39109	GARDEN SPRAY	08/17/2023	18.62	.00	
1659	ACE HARDWARE	39201	COUPLING COMPRESSION, DR	08/27/2023	16.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1659	ACE HARDWARE	39207	COOLER PUMP	08/27/2023	22.35	.00	
1659	ACE HARDWARE	39240	FOAM WOOD BRUSH, JIGSAW	08/30/2023	16.37	.00	
6943	CORPORATE PAYMENT SYSTE	23-0808	T-SLOT CLAMPING KIT MILL MA	08/08/2023	78.69	78.69	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	EZY WHEELS SHIPPING COINT	08/08/2023	1,150.80	1,150.80	08/22/2023
59-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	318911	TRU EXT/LIFE GAL	08/16/2023	10.70	.00	
59-40-91000 CAPITAL EXPENDITURES							
1659	ACE HARDWARE	39080	MIRROR HOLDER KIT	08/15/2023	8.90	.00	
1659	ACE HARDWARE	39087	2x12-8' FIR BOARD	08/15/2023	219.11	.00	
1659	ACE HARDWARE	39098	RAILROAD TIE & DUSTER	08/16/2023	256.41	.00	
1659	ACE HARDWARE	39109	BONDO REPAIR KIT	08/17/2023	18.62	.00	
1659	ACE HARDWARE	39124	1x2-8' FURRING STRIP	08/19/2023	32.75	.00	
Total FUND EXPENDITURES:					33,146.16	19,306.85	
Total QUEEN MINE FUND:					33,146.16	19,306.85	
AMERICAN RESCUE PLAN ACT							
79-40-20000 FY23 ARPA EXPENSES							
2025	AMG BODY SHOP	1296	DOWN PAYMENT FOR PAINTIN	08/14/2023	3,671.55	.00	
79-40-20034 PARK RENOVATIONS							
1862	B&D LUMBER & HARDWARE	203432	PREMIX CONCRETE	08/17/2023	43.14	.00	
1862	B&D LUMBER & HARDWARE	203501	PREMIX CONCRETE	08/21/2023	5.39	.00	
1862	B&D LUMBER & HARDWARE	203505	PREM 20YR FABRIC	08/21/2023	117.04	.00	
1862	B&D LUMBER & HARDWARE	422635	TINTOWN/PREM 20YR FABRIC	08/21/2023	234.72	.00	
1598	LITHIK CONSTRUCTION INC.	009010	4HRS MIN CHARGE FOR 710K	08/18/2023	1,200.00	.00	
79-40-20036 BUILDING IMPROVEMENTS							
6943	CORPORATE PAYMENT SYSTE	23-0808	REFUND FOR ADDITIONAL FEE,	08/08/2023	744.00-	744.00-	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	STAINLESS SCTEEL KITCHEN	08/08/2023	277.86	277.86	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	ADDITIONAL FEE FOR COUNT	08/08/2023	744.00	744.00	08/22/2023
6943	CORPORATE PAYMENT SYSTE	23-0808	TILE, BACK SPLASH, GROUT F	08/08/2023	160.13	160.13	08/22/2023
Total :					5,709.83	437.99	
Total AMERICAN RESCUE PLAN ACT:					5,709.83	437.99	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-41607 CITY OPERATING EXPENSE							
1659	ACE HARDWARE	39165	MOTH BALLS, NUMBERS (BUS#	08/23/2023	16.37	.00	
6536	BISBEE NAPA AUTO PARTS	319234	FITTING, HYDHOSE (BUS 278)	08/19/2023	84.85	.00	
Total FUND EXPENDITURES:					101.22	.00	
Total BISBEE BUS FUND:					101.22	.00	
Grand Totals:					367,713.14	168,631.68	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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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: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: <u>August 18, 2023</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 AUGUST 15, 2023 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 August 15, 2023 at 7:00 PM

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Clerk

AGENDA

AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, AUGUST 15, 2023, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR BUDGE AT 7:05PM.

ROLL CALL

COUNCIL

Councilmember Juanetta Hill, Ward III

Councilmember Joni Giacomino, Ward II

Councilmember Frank Davis, Ward I Excused

Mayor Ken Budge

Councilmember Leslie Johns, Ward I

Councilmember Mel Sowid, Ward II

Councilmember Anna Cline, Ward III, Mayor Pro Tempore

STAFF

Stephen J. Pauken, City Manager

Ashlee Coronado, City Clerk

Keri Bagley, Finance Director

Matthew Gurney, Public Works Director

Jim Richardson, Fire Chief

CITY ATTORNEY

Joseph Estes

INVOCATION: Mayor Budge asked for a moment of reflection.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Mayor announced that without objection Item 9 would be heard before Item 8.

CALL TO THE PUBLIC

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

GENERAL BUSINESS:

1. **ACCOUNTS PAYABLE:** Subject to availability of funds.

MOTION: Councilmember Cline moved to approve accounts payable in the amount of \$325,938.40.

SECOND: Councilmember Johns

Council asked questions about accounts payable, and staff responded.

MOTION PASSED: UNANIMOUSLY

2. **Approval of the Consent Agenda**

- A. Approval of the minutes of the Regular Session of Mayor and Council held on Tuesday, July 18, 2023.
Ashlee Coronado, City Clerk
- B. Approval of the minutes of the Regular Session of Mayor and Council held on Tuesday, August 1, 2023.
Ashlee Coronado, City Clerk
- C. Acceptance of the Resignation of Molly Carroll from the Parks and Recreation Committee.
Ashlee Coronado, City Clerk
- D. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Bisbee High School for the use of Main Street for a Pick Parade on Thursday, August 31, 2023 from 5:00pm to 5:30pm with possible waiver of fees.
Ashlee Coronado, City Clerk
- E. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Bisbee High School for the use of Cole Avenue, Bisbee Road, Ruppe Avenue and Arizona Street for a Homecoming Parade on Friday, September 15, 2023 from 5:00pm to 6:00pm with possible waiver of fees.
Ashlee Coronado, City Clerk
- F. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Bisbee Pride Inc. for the use of the Evergreen Cemetery for an event to be held on Friday, September 29, 2023 from 5:30pm to 9:00pm.
Ashlee Coronado, City Clerk
- G. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Bisbee Vogue Inc. for the use of Higgins Hill Park for the Bisbee 1000 Stair Climb from Thursday, October 19, 2023 through Saturday, October 21, 2023 from 5:00am to 4:00pm.
Ashlee Coronado, City Clerk
- H. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Bisbee Vogue Inc. for the use of various City Streets and Stairs in Old Bisbee for the Bisbee 1000 Stair Climb on Saturday, October 21, 2023 from 5:00am to 2:00pm.
Ashlee Coronado, City Clerk
- I. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Bisbee Vogue Inc. for the use of various Parking Spaces in Old Bisbee for the Bisbee 1000 Stair Climb on Saturday, October 21, 2023 from 5:00am to 2:00pm.
Ashlee Coronado, City Clerk
- J. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Bisbee Vogue Inc. for the use of Grassy Park and City Park for the Bisbee 1000 Stair Climb Music in Parks Event on Saturday, October 21, 2023 from 5:00am to 2:00pm.
Ashlee Coronado, City Clerk

K. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by the Bisbee Coalition for the Homeless for the 8th Annual Bisbee Mariachi Festival for Signs, Trash Barrels, Dumpsters, Additional Dumpster Pick Up, and Parking Spaces on Saturday, November 4, 2023 from 10:00am to 8:00pm.
Ashlee Coronado, City Clerk

L. Approval of a Special Event Liquor License Application submitted by Bisbee Pride, Inc. for an Event to be held at 401 Cole Avenue, Bisbee AZ on Friday, September 29, 2023, from 5:00pm to 11:00pm.
Ashlee Coronado, City Clerk

M. Approval of a Special Event Liquor License Application submitted by Friends of the Copper Queen Library for an event to be held at Central School Project located at 43 Howell St., Bisbee, on Saturday, August 26, 2023, from 12:00pm to 10:00pm; Cathy Clifton, Applicant.
Ashlee Coronado, City Clerk

Items F, G and H were pulled for further discussion.

MOTION: Councilmember Cline moved to approve the Consent Agenda items 2A, 2B, 2C, 2D, 2E and 2I, 2J, 2K, 2L, 2M.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

G. Park, Facility, and Right-of-Way Use Permit submitted by Bisbee Vogue Inc. for the use of Higgins Hill Park for the Bisbee 1000 Stair Climb from Thursday, October 19, 2023 through Saturday, October 21, 2023 from 5:00am to 4:00pm.

H. Park, Facility, and Right-of-Way Use Permit submitted by Bisbee Vogue Inc. for the use of various City Streets and Stairs in Old Bisbee for the Bisbee 1000 Stair Climb on Saturday, October 21, 2023 from 5:00am to 2:00pm.

Mayor Budge clarified for the record the permit fee of \$2,908.49 was the total for all permits associated with the Bisbee 1000.

MOTION: Mayor Budge moved to approve the Consent Agenda items 2G and 2H.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

F. Park, Facility, and Right-of-Way Use Permit submitted by Bisbee Pride Inc. for the use of the Evergreen Cemetery for an event to be held on Friday, September 29, 2023 from 5:30pm to 9:00pm

Council voiced their concerns and asked question regarding the Right-of-Way Use Permit for Bisbee Pride Inc. to hold an Evening Haunted Pioneer Walk at the Evergreen Cemetery.

Mr. Garcia, Bisbee Pride Inc. explained and answered their questions regarding their request for the use of the Evergreen Cemetery.

MOTION: Councilmember Cline moved to not approve the Park, Facility, and Right-of-Way Use Permit submitted by Bisbee Pride Inc. for the use of the Evergreen Cemetery for an event to be held on Friday, September 29, 2023 from 5:30pm to 9:00pm.

SECOND: Councilmember Johns

ROLL CALL VOTE

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

NAYS: Councilmember Hill

MOTION PASSED: AYES-5 NAYS-1

OLD BUSINESS

NEW BUSINESS

- 3. Discussion and Possible Approval of the Notice of Intent to adopt Ordinance O-23-13; Amending the Code of the City of Bisbee, Article 9.4 – Removal of Litter, Section 9.4.1 – Definition, by Repealing and Replacing Subsection (D) the definition for “Dilapidated Building” and adding a New Subsection (E) the definition for “Vacant and Unsecured Structure”.

Joe Ward, Building Inspector / Code Enforcement

Mr. Estes, City Attorney explained the amendment of the City Code and stated this would allow code enforcement to be able to do additional enforcement cleanup of structures that currently don’t fall within the current definitions.

MOTION: Councilmember Hill moved to approve the Notice of Intent to adopt Ordinance O-23-13; Amending the Code of the City of Bisbee, Article 9.4 – Removal of Litter, Section 9.4.1 – Definition, by Repealing and Replacing Subsection (D) the definition for “Dilapidated Building” and adding a New Subsection (E) the definition for “Vacant and Unsecured Structure”.

SECOND: Councilmember Sowid

ROLL CALL VOTE

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

NAYS: 0

MOTION PASSED: AYES-6 NAYS-0

- 4. Discussion and Possible Approval of the ALS Base Hospital Agreement with St. Joseph’s Hospital and Bisbee Fire Department.

Jim Richardson, Fire Chief

Chief Richardson presented the Base Hospital Agreement with St. Joseph’s to Council.

Council commented and asked questions regarding the Base Hospital Agreement and Chief Richardson responded.

MOTION: Councilmember Cline moved to approve the Base Hospital Affiliation Agreement between St. Joseph’s Hospital and the City of Bisbee.

SECOND: Councilmember Giacomino

MOTION PASSED: UNANIMOUSLY

- 5. Discussion and Possible Approval to complete repairs to Public Works Case 580M III at Sonsray Machinery.

Matthew Gurney, Public Works Director

Mr. Gurney stated this backhoe had been with public works since 2008 and was used almost daily. It was a vital piece of equipment to public works and had not had any major repairs since it was purchased. The total cost of the repair was \$14,891.12.

Council asked questions regarding the repairs to be done and Mr. Gurney responded.

MOTION: Mayor Budge moved to approve complete repairs to Public Works Case 580M III at Sonsray Machinery.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

- 6. Discussion and Possible Approval of a change order to the Copper Queen Library HVAC System and installation to allow for proper structural support with an increase in price of \$39,423.00
Matthew Gurney, Public Works Director

Mr. Gurney explained the change order for the structural support for the HVAC system for the Copper Queen Library.

Mr. Pauken spoke regarding the Assessment Report done in 2021 for the Copper Queen Library and expanded on the change order for the structural support for the HVAC system.

MOTION: Councilmember Cline moved to approve the change order to the Copper Queen Library for structural engineering and installation, with a price of \$39,432.00.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

- 7. Discussion and Possible Approval to award a contract to Jims Electric for the Electrical Upgrades at the Bisbee City Pool.
Matthew Gurney, Public Works Director

Mr. Gurney said we had gone out to bid for the electrical upgrades for the City pool. We received two (2) bids Madyson Electric Corp and Jim’s Electrical Services, LLC. This upgrade will include everything that was suggested to us from Kimely-Horn except the pump or the motor, which will be brought before Council soon.

MOTION: Councilmember Hill moved to approve to award the Contract for Electrical upgrades at the Bisbee City Pool to Jim’s Electric Services, LLC.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

- 8. Possible Approval of a motion to go into Executive Session for the following matter:
 - 1) An Executive Session pursuant to A.R.S. 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney regarding Homelessness.
Joe Estes, City Attorney

MOTION: Councilmember Johns moved to enter into Executive Session

SECOND: Councilmember Cline MOTION PASSED: UNANIMOUSLY

MOTION: Mayor Budge moved to come out of Executive Session

SECOND: Councilmember Cline MOTION PASSED: UNANIMOUSLY

- 9. City Manager's Report:

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

MOTION: Councilmember Cline moved to adjourn the meeting.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 9:14PM

Ken Budge, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: <u>August 18, 2023</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 WORK SESSION OF MAYOR AND COUNCIL HELD ON AUGUST 15, 2023 AT 5:30 PM			

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Work Session of Mayor and Council held on August 15, 2023 at 5:30 PM

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

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

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

MINUTES

MINUTES OF THE WORK SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, AUGUST 15, 2023 AT 5:30 PM AT COUNCIL CHAMBERS LOCATED AT, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR BUDGE AT 5:35PM.

ROLL CALL

COUNCIL

Councilmember Juanetta Hill, Ward III

Councilmember Joni Giacomino, Ward II

Councilmember Frank Davis, Ward I Excused

Mayor Ken Budge

Councilmember Leslie Johns, Ward I

Councilmember Mel Sowid, Ward II

Councilmember Anna Cline, Ward III, Mayor Pro Tempore

STAFF

Stephen J. Pauken, City Manager

Ashlee Coronado, City Clerk

Keri Bagley, Finance Director

Matthew Gurney, Public Works Director

CITY ATTORNEY

Joseph Estes

THE FOLLOWING ITEM WERE DISCUSSED AT THIS MEETING:

1. Discussion regarding the future operation of the Wastewater Treatment Plant and Contract with Jacobs.
Stephen Pauken, City Manager

Mr. Estes gave an overview regarding the contract with Jacobs and gave his recommendation.

Mr. Pauken spoke regarding the relationship with Ron Jacobsen, superintendent down at the plant through Jacobs. He felt he had attended to the maintenance at the plant to a degree that it was a definite plus over the past few years. The plant is seventeen (17) years old and will require more care as we go.

Mayor Budge wanted to ensure that there was enough time to discuss how we wanted to move forward with the plant operation.

Mayor and Council discussed and asked questions regarding the operation of the Wastewater Treatment Plant and the contract with Jacobs, and staff welcomed the discussion and responded to their questions.

2. Discussion regarding the current Wastewater Rates and the possibility of increasing them.
Stephen Pauken, City Manager

Mr. Pauken spoke regarding the 2018 Wastewater Rate Study that had been done and the financial aspect of running the Wastewater Plant. He proposed an increase in the wastewater rates and explained his proposal. Mr. Pauken said that rates had not been increased since 2013. We were already behind the schedule that was

proposed in the study. He proposed that while we put the three percent increase into effect as soon as possible for all residents, the residents that were currently on the discounted rates would have until July 1st of 2024 before the increase went into effect.

Mayor and Council discussed and asked questions regarding increasing the Wastewater rates, and staff welcomed the discussion and responded to their questions.

Mr. Pauken said that there was a long process to increase the wastewater rates. It was going to be a few months before this took effect.

MOTION: Mayor Budge moved to adjourn.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 6:46 PM

Ken Budge, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: August 24, 2023

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **Approval of the Appointment of Patricia Damon to the Parks and Recreation Committee.**

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the appointment of Patricia Damon to the Parks and Recreation Committee.

DISCUSSION:

Ms. Damon has submitted her application for appointment to the Parks and Recreation Committee.

If approved, Ms. Carroll will serve on the Commission from September 6, 2023 to January 15, 2026.

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

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

Reviewed by: *Ashlee Coronado*
Ashlee Coronado
City Clerk



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

RECEIVED

Date of Application: AUGUST 24, 2023

AUG 23

Finance Office
City of Bisbee

* Board interested to serve:

- Grid of checkboxes for various boards and commissions such as Airport Advisory Commission, Board of Appeals, etc.

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

DAMON PATRICIA L.
Last Name First Name Middle Initial

Mailing Address Number Street City State Zip Code
Residential Street Address:
Telephone Number(s):
Email Address:

* I have been a resident of Bisbee for 19 years * Are you currently on any Boards? NO
(Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates
Employed): RETIRED TEACHER - SECONDARY 1992 - 2021
IN TUCSON 92-2004, COCHISE COUNTY 2004 - 2021
INCLUDING BISBEE HS & LOWELL MS

Please provide a brief summary of Civic/Volunteer Experience:
I SUPPORT OUR FABULOUS BISBEE LIBRARY - VOLUNTEERING TIME & MONEY FOR FUND RAISING [ALTERED BOOKS & CHOCOLATE FESTS], I SUPPORT BISBEE ANIMAL SHELTER, VOLUNTEERING & FUND RAISING.

Other Background Information Relevant to Serving in this Position:

I HAVE GOOD ORGANIZATIONAL SKILLS, UNION REP FOR TEACHERS ASSOCIATIONS, LEADERSHIP

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

I WANT TO BE INVOLVED IN PROGRAMS THAT BENEFIT FAMILIES & YOUTH IN MY CHOSEN COMMUNITY

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain: _____

WAIVER REQUEST (If Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

- _____ Residency Requirement (Bisbee Resident for less than 1 year)
- _____ Length of Service (I have served _____ terms)
- _____ Number of Commission Memberships currently served. I also serve on the: _____

I am requesting this/these waivers for the following reasons for consideration:

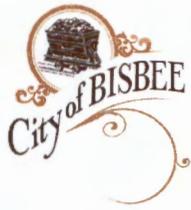
I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: *Patricia Ramon*

Date: 8/24/23

When complete, please return to:
City Clerk Office 76 Erie Street Bisbee, AZ 85603

E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov
abramel@bisbeeaz.gov



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: August 30, 2023

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **Approval of the Appointment of Annie Larkin to the Evergreen Cemetery Committee.**

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the appointment of Annie Larkin to the Evergreen Cemetery Committee.

DISCUSSION:

Ms. Larkin has submitted her application for appointment to the Evergreen Cemetery Committee.

If approved, Ms. Lakin will serve on the Committee from September 6, 2023 to January 15, 2026.

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

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

Reviewed by: *Ashlee Coronado*
Ashlee Coronado
City Clerk



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: August 30, 2023

RECEIVED

AUG 30 2023

City Clerk's Office
City of Bisbee

*** Board interested to serve:**

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

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

<u>Graeme Larkin</u>	<u>Cherry "Annie"</u>	<u>A.</u>
Last Name	First Name	Middle Initial

<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
Mailing Address	Number	Street	City	State	Zip Code

Residential Street Address: [Redacted]

Telephone Number(s): [Redacted]

Email Address: [Redacted]

A State Board, but not a City of Bisbee

* I have been a resident of Bisbee for over 35 years * Are you currently on any Boards? Board.

** (Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)*

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates

Employed): Please see the attached CV.

Please provide a brief summary of Civic/Volunteer Experience:

Please refer to the attached CV.

Other Background Information Relevant to Serving in this Position:

Please refer to the attached CV.

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

Please see the attached cover letter.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? Yes No If yes, please Explain: _____

WAIVER REQUEST (if Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

- _____ Residency Requirement (Bisbee Resident for less than 1 year)
- _____ Length of Service (I have served _____ terms)
- _____ Number of Commission Memberships currently served. I also serve on the: _____

I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: *Chey A. Williams*

Date: August 30, 2023

When complete, please return to:
City Clerk Office 76 Erie Street Bisbee, AZ 85603

E-mail acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov
abramel@bisbeeaz.gov

Cherry "Annie" Graeme Larkin



Honorable Mayor Budge and Bisbee City Council,

I am writing today to express my interest in joining the Evergreen Cemetery Committee. I believe the combination of my professional experience and educational background makes me an ideal candidate for this position.

As a child, my father would take me for long walks in Evergreen Cemetery. During these walks, he would tell me stories about the people laid to rest in the former mining camp. This is how I would come to learn about some of Cochise County's well-known residents like George Warren, Sheriff Harry Wheeler, Lemuel Shattuck, Harrison Lavender, and young Ella Greene, the daughter of Colonel William Greene. I credit these childhood walks with igniting my interest in Bisbee history, as well as the trajectory of my educational and professional paths.

While those who rest in Evergreen Cemetery have passed, their stories live on in books, through their descendants who live in Bisbee, and through generations of fathers who tell their daughters stories of those laid to rest in the hallowed ground. Evergreen Cemetery tells Bisbee's story like no other place in our community. I would like to be an active participant in communicating this story and preserving the site.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cherry A. Graeme Larkin".

Cherry "Annie" Graeme Larkin

Cherry "Annie" Graeme Larkin

Education

Master of Arts Degree, Museum Studies

December 2013

Johns Hopkins University, Baltimore, Maryland

- Areas of study included exhibit development, museum education, fundraising strategies, visitor types, and tactics for reaching audiences in the digital age

Achievement

- Grade point average of 4.0

Graduate Certification, Museum Collections Management & Care *January 2011*

George Washington University, Washington, D.C.

- Areas of study included collections management, preventative conservation, and the legal aspects of caring for museum collections

Achievement

- Grade point average of 4.0

Bachelor of Arts, History

May 2005

University of Arizona South, Sierra Vista, Arizona

- Major: History
- Minor: Anthropology

Achievements

- *summa cum laude*
- Honors
- Dean's List
- Member of the Gamma Beta Phi Honors Society
- Honors thesis which examined the Bisbee Deportation

Awards

- The University of Arizona Department of History's *Outstanding Academic Achievement in History Award, May 2005*
- The University of Arizona Foundation's *Outstanding Senior Award for the University of Arizona South, May 2005*
- The University of Arizona Honors College *Gold Medallion* recipient, *May 2005*
- The University of Arizona Honors College *Academic Award of Excellence, May 2005*
- The University of Arizona Alumni Association *Alumnus of the Year: University of Arizona South, November 2012*

Associate of Arts, History

May 2003

Cochise College, Sierra Vista, Arizona

- While the primary focus of the study was history, courses in geology were taken to gain a better understanding of Bisbee's geological environment

Achievements

- Honors
- Member of the Phi Theta Kappa Honors Society
- Participated in an internship in which I researched, photographed, labeled, and cataloged/accessioned specimens of the Bisbee Mining & Historical Museum's Lemuel Shattuck Mineral Collection

Awards

- Cochise College Foundation *Honors Program Scholarship* recipient, *September 2002*

Continuing Education

Cochise College, Sierra Vista, Arizona 2007

- One class of undergraduate coursework in political science

University of Arizona, Tucson, Arizona 2005-2006

- Three classes of graduate coursework in history

Liberty University Online 2020

- Three classes of graduate coursework in history

Museum Experience

Executive Director, Bisbee Mining & Historical Museum / Bisbee Council on the Arts & Humanities, Bisbee, Arizona *December 1, 2022 – Present*

- Day-to-day leadership and management of the organization, including supervising staff and volunteers, as well as ensuring initiatives are consistent with the museum's mission and support long-term growth
- Resource development including fundraising, donor cultivation, and growth of the membership program
- Responsible for the creation and implementation of educational programs
- Responsible for the financial management of the organization
- Creates advertising and marketing materials
- Striving to build a strong relationship with the community and stakeholders

Vice President and Director of Community Engagement, Amerind Foundation, Inc., Dragoon, Arizona *January 1, 2022 – November 30, 2022*

- Acting President in the absence of the President
- Experience with crisis management as Acting President during the 2021 Walnut Fire that spread to Amerind's 1900 acres and resulted in a mandatory evacuation of the property's public and residential buildings
- Supervisor of three departments with five employees
- Involved with the creation and oversight of the website Amerind for Educators which offers online lessons examining Indigenous history and culture targeted to Arizona's rural schools
- Additional list of job responsibilities at Amerind below

Associate Curator of Public Programs, Amerind Foundation Inc., Dragoon, Arizona *April 11, 2016 – December 31, 2021*

- Created educational programming for the Museum's visitors, including cultural tours in the United States and Mexico, as well as, workshops and events in both the physical and online environments
- Awarded over \$32,690 in small grants and event sponsorships from 2017 through 2022
- Co-wrote a \$184,125 federal grant awarded from the Institute of Museum and Library Services in 2020
- Along with senior staff, reviewed fundraising materials
- Created event sponsorship packet materials
- Assisted Chief Curator with collections-related tasks, such as labeling, photographing, and entering cultural objects into PastPerfect collections database
- Created small exhibits for the Tucson Gem & Mineral Show
- Responsible for the creation of print, digital, and radio advertising
- Responsible for regularly updating the website and social media platforms
- Responsible for the Amerind's representation at public outreach/booth events such as the Tucson Gem & Mineral Show and Tucson Festival of Books
- Created and abided by departmental budget

Curator, Bisbee Mining & Historical Museum, Bisbee, Arizona *June 1, 2007 – April 4, 2016*

- Overall responsibility for the Museum's varied collections included: registering and cataloging all accessioned and loaned items

- Responsible for artifact data entry into the PastPerfect collections database
- Interpreted items accepted into the Museum's collections
- Led interpretive tours of the Museum's exhibits for children and adults
- Created online learning environments for social media audience
- Worked with a wide variety of researchers including students and authors
- Responsible for volunteer shift scheduling in the final years at the Museum
- Awarded \$5,950 in grants toward the preventative conservation of the Museum's collections

Teaching Experience

Adjunct Instructor, University of Arizona South, Sierra Vista, Arizona *March 12, 2014 – December 15, 2019*

- Course instructor of the Introduction to the Study of History
- Instructed in both physical and digital classroom environments
- Experience with both Blackboard and D2L online learning environments
- Worked with Cochise County museums and historic sites to provide enhanced learning experiences for students

Books Written

Author, Arcadia Publishing

- Composed the book, *Bisbee*, which examines the history of the city through postcards *July 2013*
- Co-authored the book, *Early Bisbee*, which examines the initial years of the mining camp's history *August 2015*

Public Speaking

- Given numerous presentations throughout Cochise and Pima counties regarding the history of Bisbee *2006-Present*
- Co-presenter at the Museum Association of Arizona Annual Conference *2013-2015*
- Co-presenter at the Western Museums Association Conference *2014 and 2016*

Community Service

Board Member

- Arizona Historical Records Advisory Board *August 2019-Present*
- Vice President of the Museum Association of Arizona *April 2016-April 2018*
- Southern Regional Director of the Museum Association of Arizona *July 2013-April 2016*

Council Member

- University of Arizona South College Representative for the Wildcat for Life Leadership Council *September 2013-September 2019*

Committee Member

- Muheim Heritage House, Bisbee, Arizona *October 2006-October 2008*
- Co-chair of the Museum Association of Cochise County *July 2012-April 2016*
- Western Museums Association Program Committee *2015-2016*

Scholarship Reviewer

- Arizona Community Foundation *July 2019*



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: August 16, 2023

REGULAR **CONSENT**

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

SUBJECT: **Discussion and Possible Approval of Ordinance O-23-13; Amending the Code of the City of Bisbee, Article 9.4 – Removal of Litter, Section 9.4.1 – Definition, by Repealing and Replacing Subsection (D) the definition for “Dilapidated Building” and adding a New Subsection (E) the definition for “Vacant and Unsecured Structure”.**

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

RECOMMENDATION: **Approve Notice of Intent**

PROPOSED MOTION: **I move to approve Ordinance O-23-13; Amending the Code of the City of Bisbee, Article 9.4 – Removal of Litter, Section 9.4.1 – Definition, by Repealing and Replacing Subsection (D) the definition for “Dilapidated Building” and adding a New Subsection (E) the definition for “Vacant and Unsecured Structure”.**

DISCUSSION:

At the July 20, 2023 Regular Meeting of the Planning and Zoning Commission they unanimously voted to recommend to Mayor and Council to amend Bisbee City Code Article 9.4 Removal of Litter, Section 9.4.1 Definition (D) Dilapidated Building.

By amending the definition for dilapidated building, it will make it possible to better deal with these structures in the city.

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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

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

ORDINANCE O-23-13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AMENDING THE CODE OF THE CITY OF BISBEE, ARTICLE 9.4 - REMOVAL OF LITTER, SECTION 9.4.1 – DEFINITION, BY REPEALING AND REPLACING SUBSECTION (D) THE DEFINITION FOR “DILAPIDATED BUILDING” AND ADDING A NEW SUBSECTION (E) THE DEFINITION FOR “VACANT AND UNSECURED STRUCTURE”; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Council of the City of Bisbee have the authority to adopt and amend provisions of the City Code by ordinance, as authorized by the City Charter, Section 7.05(a); and,

WHEREAS, applicable State law, as codified at A.R.S § 9-499, directs the governing body of each city and town in this State to adopt by ordinance certain rules to compel the removal of rubbish, trash, weeds, accumulations of debris and dilapidated buildings which constitute a hazard to public health and safety; and,

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to adopt the amendment to the Code of the City of Bisbee, Article 9.4, Section 9.4.1 for the definitions for dilapidated buildings and for vacant and unsecured structures.

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

Section 1. The City of Bisbee Code, Article 9.4 - Removal of Litter, Section 9.4.1 – Definition, is hereby amended by repealing and replacing in its entirety Subsection (D) “Dilapidated Building” and adding a new Subsection (E) “Vacant and Unsecured Structure” as set forth below:

ARTICLE 9.4 REMOVAL OF LITTER

9.4.1 Definition

...

D. “Dilapidated Structure” means any of the following, with the Building Official or his designee being designated as the legally inspection authority of the City for purposes of determining a dilapidated structure:

- a) A structure which, thorough neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety, or welfare of the general public.**

b) A structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health safety, and welfare of the general public.

c) A structure which is determined to be a “Vacant and Unsecured Structure,” for more than three (3) times within any twelve (12) month period.

d) A structure which has been “boarded and secured” for more than six (6) consecutive months in one calendar year.

E. “Vacant and Unsecured Structure” means any structure which is not occupied by a legal or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which there are one or more unsecured openings such as broken windows, unlocked windows, broken doors, unlocked doors, holes in exterior walls, holes in the roof or other similar unsecured openings which would facilitate an unauthorized entry into the structure.

Section 2. Providing for Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict with this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3. Providing for Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of September, 2023.

APPROVED:

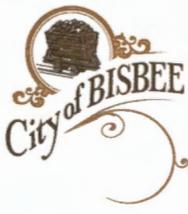
Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Gust Rosenfeld, P.L.C.



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: <u>August 16, 2023</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and Possible Approval of a Technology Software-As-A Service (SaaS) Agreement with Gridics, LLC.	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approval

PROPOSED MOTION: I move to Approve the Technology Software-As-A Service (SaaS) Agreement with Gridics, LLC.

DISCUSSION:

This agreement is for Gridics LLC’s MuniMap Product. The City’s current zoning maps are static maps and cannot be updated when a parcel is rezoned. Gridics MuniMap Product would create a map that can be updated and used to find the zoning of a property.

This agreement would be for one (1) year at a cost of \$4,875. The cost of this program would be shared between two departments Community Development and Building Inspector. If the City is unable to continue with this service under the key terms section, they outline the terms of the data types. In short, the parcel level zoning attributes and development allowances that their engine calculates is their unique capability so that data is proprietary to their technology but everything else they have such as the digital GIS shapes they will have to create from the City’s static map, they would deliver to the City if we discontinued service.

FISCAL IMPACT: \$4,875.00

DEPARTMENT LINE-ITEM ACCOUNT:	10-54-34000 \$2,437.50
	10-79-34000 \$2,437.50

BALANCE IN LINE ITEM IF APPROVED:	10-54-34000 \$1,962.50
	10-79-34000 -\$2,437.50

Prepared by: Ashlee Coronado
Ashlee Coronado,
City Clerk

Reviewed by: Ashlee Coronado
for Stephen Pauken,
City Manager

GRIDICS TECHNOLOGY SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT

**AGREEMENT BETWEEN Gridics, LLC and CITY OF BISBEE
FOR SOFTWARE-AS-A-SERVICE**

THIS AGREEMENT (“Agreement”) is entered into this 5th day of September, 2023, by and between the City of Bisbee, an Arizona municipal corporation (“City”) and Gridics, LLC, a Delaware Limited Liability Company, whose address is 169 E. Flagler St. Suite 1640, Miami, FL 33131 (“Software Provider”) (collectively referred to as the “Parties”).

RECITALS:

The following Recitals are a substantive portion of this Agreement:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of Arizona.

B. Software Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

C. City and Software Provider desire to enter into an agreement for Software Provider’s provision of software-as-a-service (SaaS) pertaining to City’s online systems. Through this Agreement, Software Provider shall provide to City initial implementation of the Gridics municipal technology and software platform for evaluation, analysis, planning and visualization of City’s zoning regulations, and ongoing user access licenses relating to the City’s network. The full scope of services covered by this agreement is described in the attached Exhibit A: Statement Of Work (the “SOW”), which is incorporated herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT:

1. **TERM**

The term of this Agreement shall commence on September 5, 2023. The term of this Agreement is one year, unless the Agreement is terminated prior thereto under the provisions of Section 16, below.

2. **SCOPE OF SERVICES AND CONDITIONS THEREOF**

Subject to the terms and conditions set forth in this Agreement, Software Provider shall perform each and every service to the schedule of performance set forth in the SOW (collectively “Services”), as described below and in Exhibit A.

A. **Responsibilities of Software Provider.** Software Provider shall provide the software services as further described in the SOW. The Services provided under this Agreement shall include (a) any software, plug-ins or extensions related to the Services or upon which

the Services are based including any and all updates, upgrades, bug fixes, dot releases, version upgrades or any similar changes that may be made available to the Software Provider from time to time (the “Software”), (b) any and all technical documentation necessary or use of the Services, in hard copy form or online (the “Documentation”), (c) regular maintenance of Software Provider’s system, and (d) other technology, user interfaces, know-how and other trade secrets, techniques, designs, inventions, data, images, text, content, APIs, and tools provided in conjunction with the Services.

- B. Equipment.** If necessary to enable Software Provider to fulfill its obligations under the SOW, Software Provider shall, at its sole cost and expense, furnish all facilities, personnel and equipment to City necessary to provide the Services (the “Equipment”). City agrees, if necessary, to install the Equipment at the location(s) and in the manner specified by Software Provider and as directed by Software Provider. Any Equipment installed by City is a part of the Service and loaned to City by Software Provider, not sold. City agrees to return the Equipment to Software Provider at the termination of this Agreement in an undamaged condition, less ordinary wear and tear.
- C. Registration.** Prior to using the Services, City shall identify the administrative users for its account (“Administrators”). Each Administrator will be provided an administrator ID and password.
- D. License Grant.** Software Provider hereby grants City a license to use the Software and the Documentation for the permitted purpose of accessing the Services.
- E. Reservation of Rights and Data Ownership.** City shall own all right, title and interest in its data that is related to the services provided by this contract. Software Provider shall not access City user accounts or City data, except (1) as essential to fulfillment of the objectives of this Agreement, (2) in response to service or technical issues, or (3) at City’s written request.
- F. Data Protection.** In carrying out the Services, Software Provider shall endeavor to protect the confidentiality of all confidential, non-public City data (“City Data”) as follows:
 - 1. Implement and maintain appropriate security measures to safeguard against unauthorized access, disclosure or theft of City Data in accordance with recognized industry practice.
 - 2. City Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, Software Provider is responsible for encryption of the City Data.
 - 3. Software Provider shall not use any City Data collected by it in connection with the Service for any purpose other than fulfilling the obligations under this Agreement.
- G. Software Ownership.** Software Provider owns the Services, Software, Documentation, and any underlying infrastructure provided by Service Provider in connection with this Agreement. City acknowledges and agrees that (a) the Services, any Software and Documentation are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, (b) Software Provider retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Services, the Software, any Documentation, any other deliverables, any and all related and underlying technology and any derivative works or modifications of any of the foregoing, including, without limitation, (c) the Software and access to the Services are licensed on a subscription basis, not sold, and City acquires no ownership or other interest in or to the

Services, the Software or the Documentation other than the license rights expressly stated herein, and (d) the Services are offered as an on-line, hosted solution, and that City has no right to obtain a copy of the Services.

- H. Restrictions.** City agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works based on the Service or any element of the Software, (ii) interfere with or disrupt the integrity or performance of the Services or the data contained therein or block or disrupt any use or enjoyment of the Services by any third party, (iii) attempt to gain unauthorized access to the Services or their related systems or networks or (iv) remove or obscure any proprietary or other notice contained in the Services, including on any reports or data printed from the Services.
- I. Security Incident.** In the event a data breach occurs with respect to City Data, Software Provider shall immediately notify the appropriate City contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident. Software Provider shall (1) cooperate with City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- J. Notification of Legal Requests.** Software Provider shall contact City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to City Data. Software Provider shall not respond to subpoenas, service of process and other legal requests related to City without first notifying City, unless prohibited by law from providing such notice.
- K. Access to Security Logs and Reports.** Software Provider shall provide reports to City in a format as specified in the SOW agreed to by both Software Provider and City. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all City files related to this Agreement.
- L. Responsibilities and Uptime Guarantee.** Software Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of Software Provider. The system shall be available for City's use on a 24/7/365 basis (with agreed-upon maintenance downtime).
- M. Subcontractor Disclosure.** Software Provider shall identify all of its strategic business partners related to services provided under this Agreement, including all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with Software Provider, and who shall be involved in any application development and/or operations.
- N. Business Continuity and Disaster Recovery.** Software Provider shall provide to City a written business continuity and disaster recovery plan prior to or at the time of execution of this agreement and shall ensure that it meets City's recovery time objective (RTO) of four (4) hours or less.
- O. Compliance with Accessibility Standards.** Software Provider shall comply with and adhere to the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101).
- P. Web Services.** Software Provider shall use Web services exclusively to interface with City Data in near real time when possible.

Q. Encryption of Data at Rest. Software Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless City approves the storage of personal data on Software Provider’s portable device in order to accomplish work as defined in the statement of work.

3. **COMPENSATION TO SOFTWARE PROVIDER**

Software Provider shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed Four Thousand Eight Hundred Seventy-Five dollars (\$4,875.00). The payments specified in this section shall be the only payments to be made to Software Provider for services rendered pursuant to this Agreement. Software Provider shall invoice City according to the following schedule of milestones/ deliverables:

Fee	Due	Total
50% of implementation	Upon execution of this Agreement	\$ 0.00
50% of implementation	Upon start of User Acceptance testing	\$ 0.00
Year 1 License Fees	Upon start of User Acceptance testing	\$ 3,500.00
Year 1 Support & Maintenance	Upon start of User Acceptance testing	\$ 1,375.00

City shall pay Contractor within thirty (30) days after receipt of Service Provider’s invoice. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

4. **TIME IS OF THE ESSENCE**

Software Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. **LICENSES; PERMITS; ETC.**

Software Provider represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required to carry out the purposes of this Agreement.

6. **ASSIGNMENTS.**

Software Provider may assign, sublease, or transfer this Agreement, or any interest therein, to a third party with the prior written consent of City. Such consent shall not be unreasonably withheld. City’s withholding of consent shall be deemed reasonable if it appears that the intended assignee in question is not financially or technically capable of performing Software Provider’s obligations under this Agreement, or if City has reason to conclude that the proposed assignee is otherwise incapable of fulfilling Software Provider’s duties hereunder.

7. **INDEPENDENT PARTIES**

City and Software Provider intend that the relationship between them created by this Agreement is that of independent contractor. No civil service status or other right of employment will be acquired by virtue of Software Provider's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Software Provider, its employees or agents. Software Provider is not a "public official" for purposes of Government Code §§ 87200 et seq.

8. **IMMIGRATION REFORM AND CONTROL ACT (IRCA) AND E-VERIFY**

Software Provider assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Software Provider shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Software Provider.

To the extent applicable under Arizona Revised Statute ("A.R.S.") § 41 4401, Software Provider and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Software Provider's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of Software Provider and its subcontractors who work on this Agreement to ensure that Software Provider and its subcontractors are complying with the above-mentioned warranty.

9. **NON-DISCRIMINATION**

Consistent with City's policy prohibiting harassment and discrimination, Software Provider agrees that neither it nor its employee or subcontractors shall harass or discriminate against a job applicant, a City employee, or a citizen on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class status. Software Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

10. **INTELLECTUAL PROPERTY INDEMNIFICATION**

Software Provider agrees to, at its expense, defend and/or settle any claim made by a third party against City alleging that the City's use of the Services infringes such third party's United States patent, copyright, trademark or trade secret (an "IP Claim"), and pay those amounts finally awarded by a court of competent jurisdiction against City with respect to such IP Claim.

11. **DUTY TO INDEMNIFY AND HOLD HARMLESS**

Software Provider shall indemnify, defend, and hold harmless City and its officers, officials, agents, employees and volunteers from and against any and all liability, claims,

actions, causes of action or demands whatsoever against any of them, including for any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out, pertaining to, or related to the performance of this Agreement by Software Provider or Software Provider's employees, officers, officials, agents or independent contractors, except where such liability arises solely as a result of the active negligence or tortious conduct of City or its agent. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation. The provisions of this Section survive the completion of the Services or termination of this Contract.

12. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Software Provider shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "B." Software Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement. If Software Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

B. **Subrogation Waiver.** Software Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Software Provider shall look solely to its insurance for recovery. Software Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Software Provider or City with respect to the services of Software Provider herein, a waiver of any right to subrogation which any such insurer of said Software Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. **Primary, Non-Contributory.** Insurance shall be endorsed to indicate it is primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

13. **RECORDS**

Software Provider shall maintain internal records reflecting that the Services were performed by Software Provider hereunder in accordance with customary recordkeeping practices in the software development industry. Software Provider shall provide free access to such records to the representatives of City or its designee's at all reasonable and proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary. No such examination and audit shall give City the right to access records relating to other Software Provider customers. Such records shall be maintained for a period of three (3) years after Software Provider receives final payment from City for all services required under this agreement.

14. **NONAPPROPRIATION**

This Agreement is subject to the fiscal provisions of the City's Municipal Code and Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a

fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

15. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after deposit in the U.S. Mail, postage prepaid, addressed as hereinafter provided. All notices, demands, requests, or approvals shall be addressed as follows:

TO CITY:

City of Bisbee
76 Erie Street
Bisbee, Arizona 85603
Attention: City Manager

TO SOFTWARE PROVIDER:

Gridics, LLC
169 E. Flagler St. Suite 1640, Miami, FL 33131
Attention: Jason Doyle

16. **TERMINATION**

A. **Basis for Termination.** In the event Software Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Software Provider shall be deemed in default in the performance of this Agreement. If Software Provider fails to cure the default within the time specified and according to the requirements set forth in City's written notice of default, and in addition to any other remedy available to the City by law, the City Manager may terminate the Agreement by giving Software Provider written notice thereof, which shall be effective immediately. The City Manager shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Software Provider as provided herein. Upon receipt of any notice of termination, Software Provider shall immediately discontinue performance.

B. **Pro Rata Payments.** City shall pay Software Provider for services satisfactorily performed up to the effective date of termination. In such event, a calculation of the amounts due shall be deemed correct as computed on a *pro rata* basis with compensation provided for the period of service paid as a percentage of the total contract amount.

C. **Handling of City Data.** In the event of a termination of this Agreement, Software Provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data. During any period of service suspension, Software Provider shall not take any action to intentionally erase any City data for a period of 30 days after the effective date of termination, unless authorized by City. City shall be entitled to any post-termination assistance generally made available with respect to the Services; unless a unique data

retrieval arrangement has been established as part of the SOW. Software Provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to City.

17. **WARRANTY AND WARRANTY DISCLAIMER**

Software Provider warrants that, (i) the services shall be provided in a diligent, professional, and workmanlike manner in accordance with industry standards, (ii) the services provided under this agreement do not infringe or misappropriate any intellectual property rights of any third party, and (iii) the services shall substantially perform in all material respects as described in the SOW in the event of any breach of section (iii), above, Software Provider shall, as its sole liability and your sole remedy, repair or replace the services that are subject to the warranty claim at no cost to City or if Software Provider is unable to repair or replace, then it will refund any pre-paid fees for services not rendered. Except for the warranty described in this section, the services are provided without warranty of any kind, express or implied including, but not limited to, the implied warranties or conditions of design, merchantability, fitness for a particular purpose, and any warranties of title and non-infringement.

18. **COMPLIANCE**

Software Provider shall comply with all state or federal laws and all ordinances, rules, policies and regulations enacted or issued by City.

19. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of Arizona excepting any choice of law rules which may direct the application of laws of another jurisdiction.

20. **INTEGRATED CONTRACT**

This Agreement, including all appendices, represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Software Provider. In the event that any Statement of Work, Exhibit, associated instrument or agreement executed by the Parties in conjunction with this Agreement or prior thereto contains a term that conflicts with the terms of this Agreement, the terms of this Agreement shall govern and supersede any other document or Exhibit.

21. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

22. **ISRAEL**

To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify

that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

23. **FORCED LABOR OF ETHNIC UYGHURS**

By entering into this Agreement, Software Provider certifies and agrees Software Provider does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

24. **CONFLICT OF INTEREST**

The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or a consultant to any other Party of this Agreement with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

SOFTWARE PROVIDER
Gridics, LLC

RECOMMENDED FOR APPROVAL

By _____
Title _____
Date _____

Name, Title

CITY OF BISBEE
A Municipal Corporation

APPROVED AS TO FORM:

By _____
Title _____
Date _____

City Attorney Joseph D. Estes
Gust Rosenfeld, PLC

ATTEST:

Ashlee Coronado, City Clerk

Exhibits:

- Exhibit A: Statement of Work
- Exhibit B: Sample Implementation Timeline
- Exhibit C: Insurance Requirements and Proof of Insurance
- Exhibit D: Service Level Agreement

Exhibit A: Statement of Work (“SOW”)

Gridics will implement the following web application products:

1. GIS Integration to Gridics Platform: Gridics will obtain, via REST API or directly, all relevant GIS shapes necessary to calibrate and calculate site-specific zoning attributes. GIS shapes provided by City will be integrated into the Gridics platform alongside parcel, boundary, street and other map data from Gridics’ 3rd party partners.
2. Code Analysis & Calibration: Gridics will define and implement the relevant (and quantitative) land use regulations from the UDO into the Gridics zoning engine for calibration and calculation of site-specific zoning attributes and development allowances. The initial implementation will consider primary land use regulations. Calibration of planned developments and other extraneous regulations will extend the timeline and may incur additional costs.
3. Zoning Data API: Work with City IT representatives to expose access to the Gridics Zoning Data API.
 - a. Gridics will provide City a list of available data points to choose from. Desired data points include:
 - i. lot type
 - ii. max stories/height
 - iii. minimum open space
 - iv. maximum residential area allowed
 - v. maximum density
 - vi. setbacks and uses
 - b. Gridics will work with City IT representatives to integrate and test access.
 - c. Gridics will provide a technical point of contact to resolve any issues that may arise with connectivity or availability.
4. Custom Disclaimer Language: Gridics will implement custom legal disclaimer as directed by City, to indicate that all information provided via Gridics is for informational purposes only and both Gridics and City shall have no liability for any action taken or not taken in reliance upon the information presented. The disclaimer may be displayed upon entry user to CodeHub, MuniMap, or ZoneCheck and in banner format on ZoneCheck parcel level details.
5. CodeHUB
 - a. Implementation, activation and ongoing hosting of the UDO text (or full municipal code at city’s discretion) at a publicly accessible webpage at the following or similar root domain - <https://codehub.gridics.com/us/st/city-name>
 - b. Linking to any definitions or other websites as directed by client staff.
 - c. Formatting to maintain consistency of form to ordinance document within the constraints of modern web publishing.
 - d. City staff will take responsibility for ongoing updates to all text documents hosted in CodeHub after implementation is complete.
6. ZoneCheck

- a. Gridics will activate and host a publicly accessible zoning data lookup tool for users to search for property specific zoning data located at the following or similar root domain - <https://zonecheck.gridics.com/us/st/city-name>
 - i. Search capability will consist of address and allowed use.
 - ii. Gridics will align with City on which available data points to display.
7. MuniMap
 - a. Gridics will implement, activate and host a publicly accessible, multi-functional map application located at the following or similar root domain- <https://map.gridics.com/us/st/city-name>
 - b. Map modules will consist of layers, filters, and at the option of the city, 3D Zoning. Additional modules such as Projects, Permits, or other modules can be implemented as negotiated through the contract.
 - c. Layers Module - Gridics will define which available GIS layers the City would like to be available for display in the layers module.
 - d. 3D Zoning Module - Gridics will define which available 3D Zoning layers the client would like to be available for display in the layers module.
 - e. City will define which modules and sub-categories within modules will be public-facing.
 - f. Ordinance Integration - Gridics will link base zoning and overlays within the map to the respective areas of the text ordinance for ease of reference and navigation.
8. Professional Services: Gridics will provide up to 20 hours of professional planning and GIS services per year at no additional cost. Gridics reserves the right to reject project requests that are not within its core capabilities.
9. User Acceptance Testing: Gridics will guide City in a comprehensive UAT process to ensure proper translation of zoning regulations into the Gridics zoning engine. City will have the opportunity to review and approve site specific calculations zone by zone to ensure system accuracy.
10. Training & Support: Gridics will provide one initial intensive virtual training and optionally will provide a single 90-minute virtual training session per quarter as needed by City.
11. Staff Accounts & Access: Gridics will provide an unlimited number of staff accounts. City will define which staff members shall have access to ordinance and calibration editing.

Exhibit B: Sample Implementation Timeline

Sample timeline will be reviewed in collaboration with City during implementation kick off and within four weeks of effective date, both parties will agree in writing on a final implementation schedule.

Exhibit C: Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with City named as additional insured.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

Additional Insureds:

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

Workers' Compensation:

Statutory coverage as required by the State of Florida and Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

General Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:

\$1,000,000 each occurrence

\$1,000,000 aggregate - all other

Property Damage:

\$500,000 each occurrence

\$1,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above .

Cyber Liability:

Insurance, with limits not less than:

\$2,000,000 each occurrence

\$2,000,000 aggregate - all other

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Software Provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient

to respond to these obligations.

If the Software Provider maintains broader coverage and /or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Software Provider . Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. ABSENCE OF INSURANCE COVERAGE.

City may direct Software Provider to immediately cease all activities with respect to this Agreement if it determines that Software Provider fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. At the City's discretion, under conditions of lapse, City may purchase appropriate insurance and charge all costs related to such policy to Software Provider.

3. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.

A Certificate of Insurance, on an Accord form, and completed coverage verification shall be provided to City by each of Software Provider's insurance companies as evidence of the stipulated coverages prior to the Commencement Date of this Agreement, and annually thereafter for the term of this Agreement. All of the insurance companies providing insurance for Software Provider shall be licensed to do insurance business in the State of Arizona and shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

City Clerk
City of Bisbee
76 Erie Street
Bisbee, Arizona 85603

Exhibit D: Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (“SLA”) is made and entered into by and between Gridics LLC and Customer as part of the Master Subscription Agreement entered into by and between the same and sets forth the details regarding the level of service that Gridics shall provide to Customer in relation to the Services when Customer is in good financial standing with Gridics.

1. **AVAILABILITY:** Subject to the terms of the Service Agreement and the terms below, the Gridics Platform shall maintain 99.9% availability.
2. **DEFINITIONS:** All terms referenced in this SLA, unless otherwise stated, shall be given meanings as may be assigned in the Master Subscription Agreement associated herewith.
 - a. “Customer” shall mean any municipality with a subscription agreement for the Gridics Platform.
 - b. “Gridics Platform” shall mean the following web based software applications and websites hosted by Gridics.
 - i. Codehub.Gridics.com
 - ii. Map.Gridics.com
 - iii. Zonecheck.Gridics.com
 - iv. Accounts.Gridics.com
 - v. Zoning.Gridics.com
 - c. “99.9% Availability” shall mean that the Gridics Platform shall not fail to be accessible via web browser for more than forty three (43) minutes out of any thirty (30) day period not including exceptions as defined below.
 - d. “Outage” shall mean a period when the Gridics Platform does not have 99.9% availability.
 - e. “Invoice Credit” shall mean a prorated credit of the monthly amount due from Customer to Gridics for the Services.
3. **AVAILABILITY OF GRIDICS PLATFORM:** The Gridics Platform shall maintain 99.9% Availability, as defined herein.
4. **EXCEPTIONS:** Gridics Platform downtime due to the following events shall not be considered to be or to contribute to inaccessibility of the Gridics Platform:
 - a. Regularly Scheduled Maintenance: Regularly scheduled maintenance is maintenance performed on the Gridics Platform (a) of which Customer is notified 48 hours in advance, or (b) that is performed during a standard scheduled maintenance window, Monday and Tuesday 3:00 AM to 4:00 AM Mountain Time. Notice of Scheduled Maintenance shall be provided to Customer’s designated point of contact by email.
 - b. Inaccessibility Not Due to Gridics Platform or Gridics’ Actions: Inaccessibility not due to Gridics Platform or Gridics’ actions includes inaccessibility of the Gridics Platform due to (a) inaccurate and/or insufficient information or configuration information provided by Customer and/or its representative(s) or agent(s) to Gridics; (b) Customer misuse of the Services; (c) Non-Gridics application programming; (d) negligent or unlawful acts by Customer or its agents

or suppliers; (e) problems with Customer's vendors; (f) network unavailability outside of the Gridics Platform; (g) malicious acts by a third party against Customer or against its authorized agents or suppliers; or (h) acts of God or events of force majeure.

5. OUTAGE EVENTS AND INVOICE CREDITS

- a. Notification of an Outage Event: When Customer becomes aware of an Outage, Customer shall contact Gridics as soon as possible.
- b. Determination Regarding Existence of Outage Event: Gridics, based upon its records and data, shall have the power to determine, in its sole and unfettered discretion, whether any disruption to the Service constitutes an Outage.
- c. Determination of Invoice Credits Due to Customer: Immediately upon being notified by customer, Gridics shall take reasonable commercial steps to determine whether an Outage occurred and thus whether the Customer should receive an Invoice Credit. The amount of invoice credit shall be equal to the percentage of total Outage time during the invoice period up to a maximum of 50% of total invoice amount.

6. TECHNICAL SUPPORT

- a. Method of Communication: Customers may contact technical support via support@gridics.com.
- b. Availability: Gridics shall ensure that a member of its staff will be available to assist Customers with any problems or questions regarding their use of the Services in accordance with the below:

7. DISPUTES: Should any dispute arise between the Parties as to the availability of the Gridics Platform or the provision of service by Gridics to Customer under this SLA, the Parties shall work in good faith to resolve such dispute.

8. MISCELLANEOUS: Except as may be provided for in the Master Subscription Agreement, the provision of Invoice Credits in accordance with the terms of this SLA shall be Customer's remedy should Gridics not meet the level of service provided.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: 09/05/2023

Regular Special

DATE ACTION SUBMITTED: 08/22/2023

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and possible approval of the acceptance of the Az. Coronavirus Emergency Supplemental Funding Program Grant awarded to Bisbee Police Department in the amount of \$12,000 for the funding of 12 desktop computers.

FROM: Timothy Cox, Chief of Police

RECOMMENDATION: Recommend Approval.

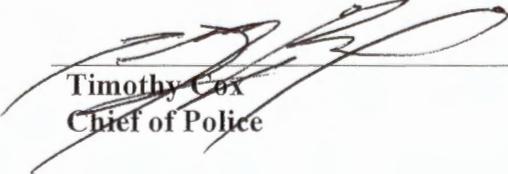
PROPOSED MOTION: I move to approve the acceptance of the Az. Coronavirus Emergency Supplemental Funding Program Grant awarded to Bisbee Police Department in the amount of \$12,000 for the funding of 12 desktop computers.

DISCUSSION: The Bisbee Police Department was awarded \$12,000 dollars from the Az. Coronavirus Emergency Supplemental Funding Program for the funding of 12 desktop computers. This grant was granted particularly related to the distribution of resources to the most impacted areas.

FISCAL IMPACT: \$12,000.00

DEPARTMENT LINE ITEM ACCOUNT: 53-40-30003

BALANCE IN LINE ITEM IF APPROVED: 1,640,000.00

Prepared by: 
Timothy Cox
Chief of Police

Reviewed by: 
Stephen Paulsen
City Manager



Arizona Criminal Justice Commission

Chairperson
STEVE STAHL,
Law Enforcement Leader

Vice - Chairperson
DAVID K. BYERS, Director
Administrative Office of the Courts

JEAN BISHOP
Mohave County Supervisor

LAURA CONOVER
Pima County Attorney

JEFF GLOVER
Department of Public Safety

KRIS MAYES
Attorney General

MINA MENDEZ
Board of Executive Clemency

RACHEL MITCHELL
Maricopa County Attorney

CHRIS NANOS
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

KARA RILEY
Oro Valley Chief of Police

DAVID SANDERS
Pima County Chief Probation Officer

RYAN THORMELL, Director
Department of Corrections,
Rehabilitation, and Reentry

VACANT
Former Judge

VACANT
County Sheriff

VACANT
Chief of Police

VACANT
Chief of Police

VACANT
Mayor

VACANT
County Attorney

Executive Director
Andrew T. LeFevre

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

Aug 17, 2023

Attn: Stephen Pauken, City Manager
Bisbee Police Department
1 Highway 92
Bisbee, AZ 85603

RE: Arizona Coronavirus Emergency Supplemental Funding Program (ACESF) FY24 Award

Dear Stephen Pauken,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's request has been approved for funding under the FY 2024 Arizona Coronavirus Emergency Supplemental Funding Program.

Grant Agreement and Other Required Documents: Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://grantsportal.azcjc.gov/>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/>.

Office of Civil Rights Requirements: Annual Completion of Civil Rights Training is required for this grant. Grantees must contact ACJC staff to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office of Civil Rights, Office of Justice Programs. Link to helpful EEOC information: <https://ojp.gov/about/offices/ocr.htm>.

If you have any questions, please contact Siyeni Yitbarek at siytbarek@azcjc.gov or 602.364.1163.

Sincerely,

Tony Vidale, Deputy Director
Drug, Gang, and Violent Crime Control Program



**ARIZONA CRIMINAL JUSTICE COMMISSION
ARIZONA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM
GRANT AGREEMENT**

**ACJC Grant Number ACESF-24-001
Assistance Listing Number (ALN) - 16.034**

The following information is provided pursuant to 2 C.F.R. § 200.331(a)(1):

Grantee Name: City of Bisbee
Grantee's UEI Number: LMH1JE4K3D61
Federal Award Identification Number (FAIN): 2020-VD-BX-0309
Federal Award Date: 05/01/2020
Grantee Period of Performance Start and End Date: 01/20/2020 to 01/31/2024
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
ALN Number and Name: 16.034 – Coronavirus Emergency Supplemental Funding Program
Amount of Federal Funds Obligated by this Agreement: \$12,000
Total Amount of Federal Funds Obligated to the Grantee: \$12,000
Total Amount of the Federal Award in this Agreement: \$12,000

Federal Award Project Description:

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Name of Pass-Through Entity: Arizona Criminal Justice Commission
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission,
1110 W. Washington Street, Suite 230, Phoenix, AZ 85007
Identification of Whether the Award is Research and Development: No
Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 17th of August 2023 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through the CITY OF BISBEE hereinafter called "GRANTEE". The COMMISSION enters into this agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This agreement will commence on 01/20/2020 and terminate on 01/31/2024. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION 60 calendar days prior to the end of the award period. The COMMISSION, in its sole discretion, may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute non-compliance with this agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of non-compliance and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this agreement, or revoke the grant.
4. Any deviation or failure to comply with the purpose or conditions of this agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

II. If to the GRANTEE:

Bisbee Police Department
 1 Highway 92.
 Bisbee, Arizona 85603
 Attn: Stephen Pauken, City Manager

- 6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	NOT APPROVED
Salaries	NOT APPROVED
Fringe Benefits*	NOT APPROVED
Overtime (includes Fringe Benefits)	NOT APPROVED
Professional & Outside/Consultant &	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	
Operating Expenses:	NOT APPROVED
Supplies	\$12,000
Registration/Training	NOT APPROVED
Other	
Equipment	NOT APPROVED
Capital	NOT APPROVED
Noncapital	
TOTAL	\$12,000
<p>Positions: NOT APPROVED Equipment: NOT APPROVED Supplies: Computer equipments</p>	

- 7. The total to be paid by the COMMISSION under this agreement shall not exceed \$12,000 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP). If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant.
- 8. Every payment obligation of the COMMISSION under this agreement is conditioned upon the

availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment request (GAR) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files, and other records (paper or electronic) relating to this agreement and the performance of this agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with the Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing, and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by the GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

when the equipment is no longer needed for the grant program.

Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES considered high risk.

20. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The Federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the

federal awarding agency.

21. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. The primary method of payment shall be by reimbursement unless an alternative method is approved by the COMMISSION. Supporting documentation must be submitted with all reimbursement requests. Approved advance payments may require supporting documentation such as proof of order, invoices, or personnel expense certifications.
22. GRANTEE understands that a complete reimbursement request must include invoices and proof of payment for all expenditures. Sufficient documentation includes (a) copies of canceled warrants or Electronic Funds Transfer (EFT) documentation, (b) documentation from an official accounting system which includes payee, date, the amount paid, and warrant, EFT, or payment, (c) copies of invoices, and (d) payroll records for personnel expenditures, including overtime and Employee Related Expenditures (ERE). All expenses must be invoiced and received before the end of the performance period and included in the final reimbursement request. For equipment expenses, GRANTEE shall submit a copy of the packing/receiving slip showing the date the equipment was received.
23. The final request for reimbursement of grant funds must be received by the COMMISSION no later than 60 calendar days after the last day of the award period.
24. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
25. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within 60 calendar days of the expiration of this award.
26. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of a written request from the COMMISSION.
27. If award funds are being transferred to GRANTEE in advance, the GRANTEE is required to establish an interest-bearing account dedicated specifically to this award. The GRANTEE must maintain advance payments of federal grants in interest-bearing accounts unless regulatory exclusions apply (2C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The GRANTEE also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 60 calendar days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the COMMISSION at the time of close out.
28. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
29. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.
30. Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R.

200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transaction[s] [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "placing unreasonable requirements on firms in order for them to qualify to do business" and taking "any arbitrary action in the procurement process") – no GRANTEE may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

31. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
32. GRANTEE agrees not to use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES)

at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds unless otherwise noted in the grant solicitation.)
33. GRANTEE agrees not to use grant funds for food or beverage unless explicitly approved in writing by the COMMISSION.
34. GRANTEE agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approvals, and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, training, and other events, including the provision of food or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies and guidance is available in the OJP Financial Guide Conference Cost Chapter.
35. The GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010 and other applicable laws.
36. The GRANTEE may not reduce state or local funds for an activity specifically because the award funds are available to fund that same activity. The award funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, the award funds may not replace state or local funding that is required by law. If a question of supplanting arises, the GRANTEE will be required to substantiate that the reduction in non federal resources occurred for reasons other than the receipt or expected receipt of federal funds
37. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third

parties to GRANTEE in exchange for grant funds provided under this agreement.

38. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this agreement, and any litigation regarding this agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
- I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the agreement, the complaining party shall notify the other party in writing thereof. Within 30 calendar days of such notice, representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on the application of a party shall appoint the arbitrator.
 - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its expenses and attorney's fees.
39. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
40. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use, which may have been incurred by the GRANTEE.
41. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

42. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."

43. Restrictions and certifications regarding nondisclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- I. In accepting this award, the GRANTEE:

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud,

or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that:

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any

further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

44. GRANTEE agrees to notify the COMMISSION within ten (10) days if the project official is replaced during the award period.

45. No rights or interest in this agreement shall be assigned by GRANTEE without the prior written approval of the COMMISSION.

46. GRANTEE will comply with the audit requirements of 2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

47. GRANTEE certifies that it will comply with OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230, and the DOJ Grants Financial Guide.

48. The GRANTEE must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law

restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020. **Link:** <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>

49. If the GRANTEE currently has other active awards of federal funds, or if the GRANTEE receives any other award of federal funds during the period of performance for this award, the GRANTEE promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost times for which funds are provided under this award. If so, the recipient must promptly notify the COMMISSION in writing of the potential duplication, and, if so requested by the COMMISSION, must seek a budget-modification or change-of-project-scope grant adjustment notice to eliminate any inappropriate duplication of funding.
50. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
51. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil or criminal penalties.
52. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: System for Award Management: <https://www.sam.gov/SAM/>
53. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
54. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.
55. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees.
Link: OJP Training Guide Principles for Grantees and Subgrantees
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
56. GRANTEE agrees to cooperate and participate with all assessments, evaluation efforts, or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
57. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials must be prior to or simultaneous with their public release.
58. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases

and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2020-VD-BX-0309 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

59. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subparts C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination based on race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices and prohibit discrimination based on age in the delivery of services. If in the three years before the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation, when necessary.

Link: Limited English Proficiency A Federal Interagency Website <http://www.LEP.gov>

60. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith-Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice's financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services based on a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link:

<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDP>
[Faith](#)

61. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

62. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
63. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that apply to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
64. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in the suspension of grant funds. Copies of all submissions, such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement, must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
65. GRANTEE agrees to participate in any required civil rights-related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will notify the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://www.azcjc.gov/grants>
66. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with and is subject to all applicable provisions of 41 U.S.C. 4712,

including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as a reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation pertaining to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

67. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/>

68. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

69. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost-beneficial or would impair the functionality of an existing or proposed IT system.

70. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41- 1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

71. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

72. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal,

employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

73. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle while performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
74. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
75. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
76. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
77. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
78. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government, without the express prior written approval of the Commission.
79. GRANTEE agrees that no funds provided, or personnel employed under this agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

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80. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
 81. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
 82. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.
 83. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
 84. Unless the COMMISSION authorizes an extension, the GRANTEE must liquidate all obligations incurred under this award not later than 60 calendar days after the end of the performance period, as specified in the terms and conditions of this award.
 85. The close-out of the grant will not occur (a) if litigation, including an appeal, is pending, (b) in the case of terminated grants where termination actions are pending, or (c) if allowable costs have not yet been paid to the recipients.
 86. Upon close-out, the COMMISSION will make prompt payment to GRANTEE for allowable reimbursable costs covered under the award and included in the approved budget. GRANTEE must promptly refund the COMMISSION any unencumbered or unobligated funding advanced that is not authorized to be retained for use under the award. After close-out of the award, any subsequent invoices received by the GRANTEE shall be the responsibility of the GRANTEE, even if the funding was obligated before the award was closed-out.
 87. The GRANTEE is obligated to refund to the COMMISSION (a) any overage paid to the GRANTEE by the COMMISSION after balancing award account, (b) any investment income or interest that was earned on an advance of award funds that are due to the COMMISSION, AND (c) any other monies that are due to the COMMISSION under the provisions of the grant award.
 88. This agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
 89. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall be in full force and effect.
 90. GRANTEE agrees to comply with all Special Condition(s) included with this agreement on the

Grant Agreement Continuation Sheet.

91. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

**Arizona Criminal Justice Commission
Arizona Coronavirus Emergency Supplemental Funding Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. Quarterly activity reports must be submitted through the ACJC Reporting System: <https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F> Financial reports must be submitted through the ACJC Grants Portal: <https://grantsportal.azcjc.gov/>. Failure to submit required activity reports or finance reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.
3. Upon request, the GRANTEE must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the GRANTEE. Accordingly, the GRANTEE agrees first to determine if any of the following activities will be funded by the grant, before obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the GRANTEE agrees to contact the COMMISSION. The GRANTEE understands that this condition applies to new activities as set out below, whether or not they are funded explicitly with these award funds. That is, as long as the activity is being conducted by the GRANTEE, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are; (a) New construction; (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; (c) A renovation, lease, or any proposed use of a building or facility that will either (1) result in a change in its basic prior use or (2) significantly change its size; (d) Implementation of a new program involving the use of chemicals other than chemicals that are (1) purchased as an incidental component of a funded activity and (2) traditionally used, for example, in office, household, recreational, or education environments; and (e)
Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The GRANTEE understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to GRANTEE'S Existing Programs or Activities:
For

any of the GRANTEE'S existing programs or activities that will be funded by these award funds, the GRANTEE, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

4. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with award funds may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.
5. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.
6. The GRANTEE must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

Authorized Official Initials: _____

IN WITNESS WHEREOF, the parties have made and executed the agreement the day and year first above written.

Arizona Coronavirus Emergency Supplemental Funding Program

ACJC Grant Number ACESF-24-001

FOR GRANTEE:

Authorized Signatory

Date

Printed Name

Title

Additional signature(s) if required by political subdivision

Date

Printed Name

Title

ATTEST:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into the agreement:

Legal counsel for GRANTEE

Date

Printed Name

Title

Statutory or other legal authority to enter into the agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date

Revised 8/3/20



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

The policy shall include bodily injury, property damage, and broad form contractual liability.

• General Aggregate \$2,000,000 • Products – Completed Operations Aggregate \$1,000,000 • Personal and Advertising Injury \$1,000,000 • Fire Legal Liability \$50,000 • Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the contractor with their list of persons to be insured.)

- b. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to

include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the contractor involving automobiles owned, hired and/or non-owned by the contractor.

- b. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the contractor with their list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability

Each Accident \$1,000,000
Disease – Each Employee \$1,000,000
Disease – Policy Limit \$1,000,000

- a. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The contractor's policies shall stipulate that the insurance afforded the contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees, or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the contractor's liability assumed under the indemnification provisions of this contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this contract, the contractor must provide to the State of Arizona within two (2) business days of receipt, notice if a policy is suspended, voided, or canceled for any reason. Such notice shall be mailed, e-mailed, hand-delivered, or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona, in no way warrants, that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

Verification of Coverage:

The contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this contract must be in effect at, or before, the commencement of work under this contract. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or contractor shall be responsible for ensuring or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time, throughout the life of the contract, proof from the contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Certificate Of Completion

Envelope Id: 706EA349964F4BB2BBF735BC826CD310
 Subject: Please DocuSign: FY 2024 ACESF Program Grant Agreement
 Source Envelope:
 Document Pages: 24
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Arizona

Status: Sent

Envelope Originator:
 Siyeni Yitbarek
 syitbarek@azcjc.gov
 IP Address: 159.87.74.2

Record Tracking

Status: Original 8/17/2023 11:09:24 AM	Holder: Siyeni Yitbarek syitbarek@azcjc.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Arizona Criminal Justice Commission	Location: DocuSign

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Andrew LeFevre
alefevre@azcjc.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Timothy Cox
tcox@bisbeeaz.gov

Sent: 8/17/2023 11:16:18 AM
Viewed: 8/17/2023 11:24:15 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 8/17/2023 11:24:15 AM
 ID: e3c3db0a-0c84-43f8-8f9e-302d2f9a761c
 Company Name: Arizona Criminal Justice Commission

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Timothy Cox
tcx@bisbeeaz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/11/2023 11:16:16 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Criminal Justice Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alefevre@azcjc.gov

To advise Arizona Criminal Justice Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alefevre@azcjc.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Arizona Criminal Justice Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alefevre@azcjc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Criminal Justice Commission

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: 09/05/2023

Regular Special

DATE ACTION SUBMITTED: 08/22/2023

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and possible approval of the acceptance of the Arizona Department of Emergency & Military Affairs conditional grant in the amount of \$1,374,949.00 and authorizing the City Manager to execute all necessary grant agreement documents upon approval as to form by the City Attorney.

FROM: Timothy Cox, Chief of Police

RECOMMENDATION: Recommend Approval.

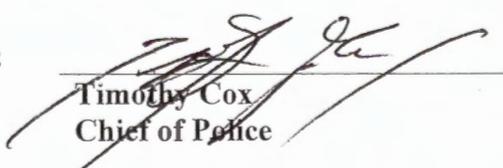
PROPOSED MOTION: I move to approve of the acceptance of the Arizona Department of Emergency & Military Affairs conditional grant in the amount of \$1,374,949.00 and authorizing the City Manager to execute all necessary grant agreement documents upon approval as to form by the City Attorney.

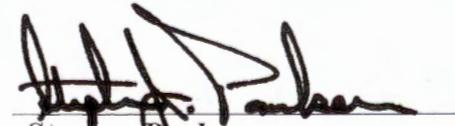
DISCUSSION: The Bisbee Police Department received a FY2023 Border Security Fund Program Conditional Award Letter for a grant applied by the Chief of Police in the amount of \$1,374,949.00 for the Prosecution and Imprisonment of human smugglers and the major trafficking corridors for narcotics.

FISCAL IMPACT: \$1,374,949.00

DEPARTMENT LINE ITEM ACCOUNT: 53-40-30003

BALANCE IN LINE ITEM IF APPROVED: 1,640,000.00

Prepared by: 
Timothy Cox
Chief of Police

Reviewed by: 
Stephen Pauken
City Manager



Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND
MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

July 3, 2023

Timothy J. Cox, Chief
Bisbee Police Department
1 Highway 92
Bisbee, AZ 85603

RE: Border Security Fund – Prosecution & Imprisonment Fund
Conditional Award Amount: \$ **1,374,494.00**

Dear Chief Cox:

Congratulations, on behalf of the Arizona Department of Emergency & Military Affairs, your application for financial assistance submitted under the Border Security Fund (BSF), Prosecution and Imprisonment Fund has been conditionally approved in the amount of \$ **1,374,494.00**.

Before you request and receive any of the funds awarded to you, you must establish acceptance of the award by reviewing and signing the established grant agreement which will be provided via separate notification from the DEMA Contracting Office. Final awards will be processed once the State of Arizona receives the grant agreement and has been finalized by both parties.

All expenditures made with grant funding must adhere to all state regulations and requirements as outlined in the Border Security Fund Programmatic Guidance. Also, each grant award will be monitored for both programmatic and fiscal compliance through desk monitoring and scheduled site monitoring visits.

If you have any questions, please email grants.border@azdema.gov. We look forward to working with you and your staff in the coming year.

Sincerely,

A handwritten signature in black ink, appearing to read "Gabriel Lavine".

Gabriel Lavine
Director, Division of Emergency Management

**FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022**

Check One:

<input checked="" type="checkbox"/>	Anti-Human Trafficking Fund (HB 2862)
<input checked="" type="checkbox"/>	Prosecution and Imprisonment (HB 2862)
<input type="checkbox"/>	Border Fencing and Technology (HB 2317)

Primary Contact:

Timothy J. Cox

Chief of Police

Name

Title

(520) 432261

tcox@bisbeeaz.gov

Phone Number

Email

Secondary Contact:

Julie Delk

Executive Staff Assistant

Name

Title

(520) 432-2261

jdelk@bisbeeaz.gov

Phone Number

Email

**FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022**

Provide a Scope of Work/Plan of Action specific to the Fund checked above: *(Reference Budget Instructions for narrative description)*

Bisbee is centrally located between, and serves as an entry point to access Cochise County's most populated areas. This includes the cities of Sierra Vista, Benson, Tombstone, Douglas, Huachuca City and Willcox. Additionally, Bisbee is located 2.5 miles from the Arizona/Mexico border. Our jurisdiction also has Arizona State Highway 80 and State Highway 92 running through it, which are major trafficking corridors for both narcotics and human smuggling. State Highway 80 navigates directly through the city and connects the U.S. border, Douglas, Bisbee and Naco with Interstate 10, Benson and onto Tucson. State Highway 92 also runs directly through the city and connects the U.S. Border, Sierra Vista, Huachuca City, Naco, and Benson with Interstate 10 unto Tucson.

There is a Border Patrol checkpoint on Highway 80 and Highway 92, but these are not within our area of operations. For over a year now, both checkpoints are barren of personnel for an indeterminate amount of time, as the Agents are currently relocated to other operational sectors to deal with the ever-expanding illegal immigration issue. This has caused a significant increase in human smuggling and drug trafficking in the Bisbee area.

The Bisbee Police Department currently has an allotment of 11 sworn Officer positions, in addition to three Sergeants and the Chief. The department also has one sworn reserve Officer, who works on a part-time/as needed basis. Our agency responds to investigate criminal activity and traffic incidents 24 hours per day, seven days a week. We frequently cover calls outside our jurisdiction (in the Sheriff Office's area of responsibility) as their response time is typically extensive based on the size of our county, the volume of calls for service elsewhere and limited work force. We routinely are requested to provide back up for, and assist the U.S. Border Patrol, Arizona Department of Public Safety, and U.S. Drug Enforcement Administration.

Bisbee has a population of roughly 5000 people with many being prior military, former Law Enforcement, and retired persons. In addition, our city has a substantial tourist draw of approximately 500,000 to 700,000 people per year. This often-exponential increase in motor vehicle and pedestrian traffic generates frequent Law Enforcement contacts and associated investigations that necessarily obligate the bulk of our customary patrol shift schedule (it is common to only have one Officer on-duty in Bisbee at a given time). This taxing call load has been compounded by the incidence of smuggling activities that draw from our limited resources and place a strain on the city, the department and the men and women who serve it. To further exacerbate the problem, the Bisbee Police Department has an exceedingly restrictive budget, making the acquisition of certain equipment cost prohibitive or completely impossible. Budgetary constraints over the last several years has resulted in our inability to update equipment, vehicles, and safety equipment necessary to stay up to date with modern police tactics. Moreover, exceedingly restrictive budgeting has hampered our ability to recruit, train,

**FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022**

and retain sworn Police Officers within our Department. Since January of this year, we have lost over 50% of our sworn Officers, and have not been able to replace them.

Most of our current patrol vehicles have exceeded the generally recognized safe mileage limit. Of our assigned patrol vehicles, Bisbee Police currently has only one (1) vehicle that is pursuit rated, and this vehicle has over 250,000 miles on the odometer. In obtaining six new vehicles through grant funding, I envision having five of them dedicated to patrol officers for highway operations and one being assigned as an undercover, pursuit rated police car as a valuable tool in detecting and capturing smuggling offenders and counter drug operations; especially those that Fail To Yield (FTY). As a point of reference during the 6-month span of time ending on August 31, 2022: There were 595 human smuggling events involving 1,629 undocumented aliens (324 of which were designated as crime victims) and 107 vehicle pursuits (Failure to Yields) in Cochise County. The Bisbee Police has participated and/or assisted in many of these incidents. Of these, the Bisbee Police Department in the past year has individually had; 4 Failure to Yields, 150 calls to assist the U.S. Border Patrol, or Bisbee Police Officer initiated request for Border Patrol related incidents. Officers have encountered and detained Undocumented Illegal Immigrants 40 times, encountered 21 traffic incidents resulting in illegal drugs, and conducted 4 search warrants related to illegal drug smuggling. All of these incidents are directly related to border issues.

Even though most of the enumerated pursuits originated outside our jurisdiction, many frequently cross through our jurisdiction or are in such proximity that we render assistance with them. The ability to obtain the requested equipment and fund overtime efforts dedicated to drug and human smuggling campaigns will undoubtedly reveal the exceptional volume that currently passes through our area of operation undetected. The grant proposal respectfully requests the five referenced vehicles in Year 1 with replacements in Year 5, if permitted, to include the requisite equipment to make them functional for their intended purpose.

As part of our interdiction strategy, and because of the numerous Failure to Yields, I am requesting funding for 15 Stop Stick Patrol Terminator pursuit prevention devices. These will greatly increase officer safety, and prevent felony flight from law enforcement officers.

Our present mobile, (in car) radios are currently nearing the end of their operational life span, and are not compatible with several surrounding agencies. Our currently used radio system is VHF only whereas all other agencies are using digital secured radios, which are not compatible with our systems. This poses an officer safety issue in the remote areas we routinely operate in. The Bisbee Police Department radio system is not capable of direct communication with the Cochise County Sheriff's Office, Sierra Vista Police Department, Tombstone Marshall's Office, Douglas Police Department, Wilcox Police Department, Benson Police Department, or the Arizona Department of Public Safety. The ability to simply change a channel and directly speak to another agency is our goal with obtaining funding for mobile radio systems. To that end, I am seeking to replace them with next generation, tri-band radios that will greatly improve our

**FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022**

ability to communicate with each other, outside agencies, and with the Regional Dispatch Center. The Cochise County Sheriff's Department has requested funding which will assist in upgrading our hand-held (on-person radio), and our revised request will allow for in vehicle communication ensuring complete radio communication abilities.

As previously noted, the Bisbee Police Department has significant contact with illegal border immigration incidents, as well as drug related crime directly related to our close proximity to the Mexican Border. There have been several incidents where a pursuit and/or traffic stop has resulted in a "bail out" of all occupants of a vehicle who then run into the remote desert areas in an attempt to evade arrest. The Bisbee Police Department, due to staffing and technological restraints, often has little success in tracking these individuals down, and bringing them to justice. In order to be able to cover more ground quicker while searching for these individuals, the Bisbee Police Department would like to request funding to purchase a drone, and to train an officer in the operation of the drone in accordance with Federal Aviation Administration guidelines. The particular drone requested has an ability to operate both during the day, and at night, which would allow the Bisbee Police Department to deploy the drone anytime, anywhere. Finding and arresting individuals who flee from law enforcement by the use of drone technology would greatly improve prosecution and deter future incidents.

Additionally, Bisbee Police Department officers could utilize drone technology to monitor the section of border we patrol, and possibly detect illegal border activity in progress allowing for a quicker response. With a drone, we would be able to detect drug border crossings, smuggling activity, and other border related crime.

Finally, understanding that this task cannot be effectively handled within the confines of our day-to-day shift coverage, I am seeking overtime funds earmarked for dedicated interdiction efforts.

**FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022**

A. Personnel:

Position (1)	Name (2)	Key Staff (3) Not Applicable	Annual Salary/Rat e (4)	Level of Effort (5)	Total Salary (6)

TOTAL REQUEST	
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JUSTIFICATION:

B. Fringe Benefits:

Position (1)	Name (2)	Rate (3)	Total Salary (4)	Total Fringe (5)
TOTAL REQUEST				\$0

**FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022**

JUSTIFICATION:

Fringe Category	Rate
Retirement	
FICA	
Insurance	
Social Security	
Total	%

C. Travel:

Please note: All travel expenditures require itemized receipts and will not exceed the State allowable rates which can be found in the State of Arizona Accounting Manual (SAAM) <https://gao.az.gov/publications/saam>.

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost

TOTAL REQUEST	\$0
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JUSTIFICATION:

D. Equipment (Over \$5,000 per item):

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
2023 Chevrolet Tahoe PPV Marked	5	62,000	100	310,000
2023 Dodge Charger Unmarked	1	60,000	100	60,000
Radio console	5	3,200	100	16,000
Emergency lights	5	3,600	100	18,000
MDC Computer	5	4,000	100	20,000
Mobile Fixed Radio (in car)	19	10,000	100	190,000

**FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022**

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
TELEDYNE FLIR SIRAS Drone (with training for 1 Officer)	1	1	100	13,000

TOTAL REQUEST	\$627,000
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JUSTIFICATION: Please see Scope of Work / Plan of Action articulated above.

E. Supplies (Items costing less than \$5,000 per unit):

Item(s)	Rate	Cost
Stop Stick Pursuit Patrol Terminator	x15 @ \$150.00 per	\$2250.00

TOTAL REQUEST	\$2,250
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JUSTIFICATION:

F. Contractual:

COSTS FOR CONTRACTS MUST BE BROKEN DOWN IN DETAIL AND A NARRATIVE JUSTIFICATION PROVIDED.

**FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022**

Name (1)	Service (2)	Rate (3)	Other	Cost (4)

TOTAL REQUEST	\$0
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JUSTIFICATION:

G. Construction: NOT ALLOWED

JUSTIFICATION:

**H. Other:
(Include Other Consultants):**

Item	Rate	Cost
Patrol Officer Investigative interdiction overtime	Average Hourly Rate x 1.5 (Overtime rate) x 1.36 (Associated Fringe). This request is assuming 5 Officers work 2 hours overtime each per week for a calendar year.	40,808.80

TOTAL REQUEST	\$40,808.80
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JUSTIFICATION: Please see Scope of Work / Plan of Action articulated above.

FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022

I. Total Direct Charges:

TOTAL DIRECT CHARGES -	\$0
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J. Administration (See Footnote below):

Calculation (1)	Total Cost (2)
	\$0

TOTAL REQUEST	
---------------	--

JUSTIFICATION:

FOOTNOTE: For administrative overhead, please provide a justification of costs included in administration.

K. Total Project Costs:

TOTAL REQUEST – TOTAL PROJECT COSTS – (Sum of Total Direct Costs and Admin Costs)	\$0
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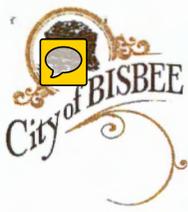
**FY 2023 Border Security Fund
Budget and Justification
July 1, 2022 to June 30, 2022**

A. BUDGET SUMMARY (should include future years, as applicable):

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Personnel						
Fringe						0
Travel						0
Equipment	627,000				541,200	1,168,200
Supplies	2,250					2,250
Contractual						0
Other	40,808.80	40,808.80	40,808.80	40,808.80	40,808.80	204,044
Total Direct Charges						0
Administration						0
Total Project Costs						1,374,494.00

*FOR REQUESTED FUTURE YEARS:

The costs in Years 2-5 are inclusive of the extended period of request for overtime funds; Year 5 includes replacement of the four (4) Patrol vehicles and associated equipment (Equipment).



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **09/05/2023**

Regular Special

DATE ACTION SUBMITTED: <u>08/22/2023</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and possible approval of the purchase of 6 vehicles using grant funding from the Az. Dept. of Emergency & Military Affairs conditional grant subject to the receipt of the grant funding in the amount of \$627,000.	

FROM: Timothy Cox, Chief of Police

RECOMMENDATION: Recommend Approval.

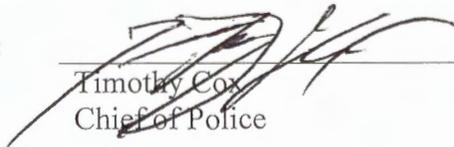
PROPOSED MOTION: I move to approve of the purchase of 6 vehicles using grant funding from the Az. Dept. of Emergency & Military Affairs conditional grant subject to the receipt of the grant funding in the amount of \$627,000.

DISCUSSION: Due to restrictive budget situations in the City of Bisbee, the acquisition of equipment cost prohibited or completely has been impossible to update equipment, vehicles and safety equipment necessary to stay up to date with modern police tactics. Purchase of these 6 vehicles also includes all emergency equipment, radio consoles, MDC computers and mobile fixed radios. This purchase is contingent upon the grant being finalized and awarded to the Bisbee Police Department.

FISCAL IMPACT: \$627,000.00

DEPARTMENT LINE ITEM ACCOUNT: 53-40-30003

BALANCE IN LINE ITEM IF APPROVED: 1,640,000.00

Prepared by: 
Timothy Cox
Chief of Police

Reviewed by: 
Stephen Paulsen
City Manager



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: <u>August 28, 2023</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and Possible approval to award a Documentation Consulting Services contract for Camp Naco.	

FROM: Mike Normand, Camp Naco Construction Project Manager

RECOMMENDATION: Award the Camp Naco Documentation Consulting Services contract to Gerald Lamb.

PROPOSED MOTION: I move to approve award of the Camp Naco Documentation Consulting Services contract to Gerald Lamb.

DISCUSSION:

The City of Bisbee sought bids from qualified consultants for documentation consulting services for the Camp Naco Project (scope of work attached). Two proposals were received:

- Onirica Productions - \$13,744.00 (plus additional costs based on packages)
- Gerald Lamb - \$25,000.00

The proposals were reviewed by the Camp Naco project team and Naco Heritage Alliance board members, the majority of whom recommended Gerald Lamb be awarded the contract.

FISCAL IMPACT: \$25,000.00

DEPARTMENT LINE ITEM ACCOUNT: 19-40-31000

BALANCE IN LINE ITEM IF APPROVED: \$1,794,420

Prepared by: M. Normand

Reviewed by: 
 Stephen Paulsen
 City Manager

**NOTICE OF SOLICITATION
UNIFORM INSTRUCTIONS FOR PROPOSALS
CITY OF BISBEE**

1. Introduction

The City of Bisbee is seeking sealed bids, proposals or statements of qualifications (hereinafter collectively referred to as “proposals”) in the manner specified herein from consultants/firms that are qualified by experience and expertise in in to provide the following services:

**Documentation Consulting Services
for
the Naco Heritage Alliance and the Camp Naco Project**

2. Schedule of Events

Submittal Due Date:

Submittal Location: City Clerk, City of Bisbee
76 Erie Street
Bisbee, AZ 85603

3. Nature of the Purchase

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

4. Preparation of Proposal

- 4.1 It is the responsibility of the Contractor to examine the entire solicitation and to seek clarification of any requirement that may not be clear. The solicitation includes the City of Bisbee’s “Standard Terms and Conditions” and any “Special Terms and Conditions” for this contract, both of which will be incorporated into any Contract between the City and the Contractor.
- 4.2 The City will not reimburse any costs incurred in developing, presenting or providing this proposal. All materials and documents submitted in response become the property of the City and will not be returned.
- 4.3 A proposal that is submitted to the City becomes public record. If the Contractor believes that any information included in a proposal should remain confidential, the Contractor must specifically identify that information and its reasons. In the event of any public request for this information, the City will provide the Contractor with notice of this request and a reasonable opportunity to obtain a court order, at the Contractor’s sole expense, protecting this information from release prior to making it available.

- 4.4 The specifications stated in this solicitation are the minimum level required. All proposals submitted must be for products or services that meet or exceed the minimum level of all such specifications.
- 4.5 If brand names or specific products are identified in the specifications, the Contractor may propose substantially equivalent alternatives. For any such proposal, the Contractor must submit technical literature or detailed production information sufficient to allow the City to evaluate the nature of the proposed product.
- 4.6 Prices shall be submitted on a per unit basis, by line item, when applicable. The prices offered should not include applicable state and local taxes. The City will reimburse the Contractor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The Contractor will be responsible for the payment of all applicable taxes.
- 4.7 Any exceptions that are included with the proposal shall be submitted in a clearly identified separate statement by which the Contractor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Contractor's standard terms will not be considered to be a specific statement of exception.

5. Submission of the Proposal

- 5.1 Sealed proposals must be in the actual possession of the City Clerk on or prior to the exact time and date indicated in the Schedule of Events. Late proposals will not be considered.
- 5.2 Sealed proposals must be submitted in a sealed envelope or container with the following information clearly indicated on the outside:
 - a. Name of the Solicitation, as indicated by the City.
 - b. Name and address of the Contractor
- 5.3 Three (3) copies of the proposal shall be submitted in writing, by a paper document that is printed, typed or in ink. Proposals submitted directly to the City by electronic means, by facsimile, electronic mail, or otherwise, shall not be accepted. Any substitute for any document forms provided with this Notice must be legible and contain the same information requested by any such form.

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

6. Requirements for Proposal Evaluation

All respondents, in order for their proposal to be considered, must provide the following information:

6.1 Project Understanding

The respondent shall demonstrate a clear understanding of the requirements associated with providing these services. This element of the proposal must demonstrate the respondent's knowledge of the required work.

6.2 Evidence of Professional Liability Policy

The respondent shall provide \$2,000,000 Professional Liability Insurance.

6.3 Project Team

The respondent shall identify all members of the proposed team, along with each member's or subcontractor's qualification, job responsibilities and experience. The respondent shall identify any specialized education received in the relevant field. This element of the proposal shall address the team's experience on similar projects, and the relevant experience of subcontractors. Respondent shall also submit an estimate of City staff time required for this project.

6.4 Project Schedule

The respondent shall provide an implementation schedule for providing these services, illustrating how the tasks will be scheduled and accomplished. Also, the respondent shall explain/describe the availability and time commitment of key staff and provide a man-hour estimate for each task identified to complete this project. The respondent shall describe and/or explain the methodology used on similar projects for scheduling staff to accomplish work tasks.

6.5 Fee Schedule

The respondent must provide a firm fixed fee for services. In addition, the respondent must provide a listing and fee schedule for the various team members and subcontractors. The fee schedule must reflect direct labor hours,

wages, overhead and profit amounts that are summed into a total proposed annual cost.

6.6 Other

The respondent shall provide a synopsis of the consultant/firm's experience and expertise, an outline of similar projects completed, a list of client references and a biographical sketch of the consultant/firm.

7. Evaluation Criteria

Evaluation Criteria

Evaluation criteria are listed in relative order of importance. The evaluation will be conducted in accordance with an established evaluation plan. The award will be based on the following criteria:

1. Qualifications and experience of the consultant/firm and project team
2. Professional experience
3. Understanding of project requirements
4. Fee Schedule
5. References
6. Overall quality of proposal
7. Discussion and Best and Final

Offers

After the initial receipt and evaluation of proposals, discussions may be conducted with respondents who submit proposals determined to be the most responsive, which most closely meet the requirements of the Statement of Work, and which are the candidates most likely to be selected for award. The City, at its option, may request best and final offers from a selected consultant(s)/firm(s) regarding the Statement of Work and/or fees.

8. Award of Contract

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

9. Certification

- 9.1 By signing and submitting this Offer, the Contractor certifies that this submission did not involve any collusion or other anti-competitive practice; that the Contractor will not discriminate against any employee, applicant or customer in violation of applicable state and federal law, and that the Contractor has not

given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any City employee or official in connection with this proposal.

- 9.2 The contractor further certifies that the individual signing this Proposal has the authority to make a binding legal commitment on behalf of the Contractor to perform and deliver everything that is required in connection with this Proposal. Unless otherwise stated in the Contract Documents, the Offer shall be effective for a period of ninety (90) days.
- 9.3 The City Manager shall recommend to the City Council that the contract be awarded to the responsible respondent whose proposal is most advantageous to the City, based on the evaluation criteria listed above. Cost shall not be the sole determining criterion. The final decision shall be made by the City Council.

OFFER

TO THE CITY OF BISBEE:

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

Authorized Signature _____
Date

Printed Name and Title _____

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number(s) _____

Company's Fax Number _____

Email Address _____

**ACCEPTANCE OF OFFER
NOTICE OF AWARD**

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

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

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

City of Bisbee

By _____

Date: _____

Its: _____

SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS

1.0 Introduction

The Naco Heritage Alliance was formed in 2008 as a 501c3 non-profit organization charged with preserving the historic Camp Naco and developing community programming to sustain its future use.

Camp Naco is a cornerstone of Buffalo Soldier history in Arizona and represents the proud tradition of Black military regiments after the Civil War. The Camp's 100+ year-old adobe buildings and parade grounds sit just 600 yards north of the US-Mexico border in the community of Naco Arizona and reside on the ancestral lands of the Chiricahua Apache. In the aftermath of World War I and the Mexican Revolution, Camp Naco was one of 35 permanent camps established as part of the US War Department's Mexican Border Defense Project – a plan to build a 1,200 mile-long barrier of soldiers and military camps along the United States-Mexico border from Brownsville Texas to Nogales Arizona to safeguard American citizens and economic interests. During this period, Camp Naco housed African American troops from the Ninth and Tenth Cavalry Regiments, and later the Twenty-fifth Infantry Regiment, collectively known as Buffalo Soldiers, who served their country with patriotism and resilience during a period of racial segregation. Today, Camp Naco remains the only surviving post from this historic border protection effort and endures as a testament to the military, economic, political, and cultural values that define the heritage of this unique place.

The Naco Heritage Alliance has received numerous grants to conduct preservation studies, stabilize and secure the site, remove and abate asbestos roof materials, and re-roof the buildings. In 2012, the Camp Naco Historic District was listed on the National Register of Historic Places and in 2018, the property was acquired by the City of Bisbee which continues to manage and maintain the site. In May 2022, Camp Naco was named one of America's 11 Most Endangered Historic Places by the National Trust for Historic Preservation. This was followed by two significant awards granted to the City of Bisbee and the Naco Heritage Alliance: \$4.6M from the Office of Arizona Governor Doug Ducey and \$3.5M from the Mellon Foundation for the rehabilitation of Camp Naco's historic buildings and the development of community programming to sustain their future use.

The Camp Naco Project began in January 2023 under the auspices of the City of Bisbee and guided by the Naco Heritage Alliance. The project is currently overseen by a strategic planning consultant, who serves as a start-up executive director, and a team that includes a program coordinator, construction project manager, and a marketing & communications consultant. The strategic planning consultant meets monthly with the current 3-person NHA Board who have served on an informal basis for the last 20 years sustained by their collective passion for Camp Naco.

The strategic planning consultant has engaged with multiple stakeholders at the national, state, regional, and local levels and has drafted a working mission statement and a strategic planning framework to guide discussion with targeted stakeholder groups and emerging advisory groups.

The working mission of the Naco Heritage Alliance is to preserve Camp Naco as a destination that:

- a). Honors the legacy of the Buffalo Soldiers in the American Southwest,
- b). Advances arts & culture of the Arizona Borderlands, and
- c). Serves as a community resource for the residents of Naco AZ.

2.0 Scope of Work

The City of Bisbee is seeking proposals for professional documentation consultancy services to guide the creation of a sustainable digital record of the Camp Naco Project. This includes the documentation of initial construction processes and community outreach events at Camp Naco for internal and external use and guiding the capacity-building within the NHA/Camp Naco team to continue these activities thereafter. To achieve this, the consultant/firm will work in consultation with NHA/Camp Naco team members and other key project stakeholders.

The successful consultant/firm shall accomplish the following services:

1. Document significant on-location construction process and community outreach events (including oral histories) over the course of 12 months using high quality photos, videos (including drone photography/videography), and audio.
2. Create professionally edited products for internal and external use in marketing materials, social media, funding agency reporting, and as an enduring record of project progress and success. Unedited footage shall also be retained for future use by filmmakers and historians.
3. Guide the development of internal standards and procedures to train and build capacity within the NHA/Camp Naco team to sustain ongoing project and community documentation activities beyond the consultancy period. This includes consulting NHA/Camp Naco on equipment purchase specifications, visual storytelling guidelines, oral history interview questions, digital asset management guidelines, camera-to-cloud workflow procedures, and other industry best practices to be delivered through workshops and training materials.

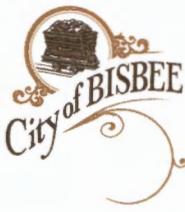
The consultant/firm shall acknowledge Naco Heritage Alliance as the sole and exclusive owner of all rights, title, and interest, throughout the world to the copyright of all photos, video, and audio as provided under this scope of work.

The City will accomplish the following:

1. Prepare the trial balance
2. Prepare confirmations
3. Prepare work papers as necessary
4. Compline checks, receipts, invoices and other documents as may be required

3.0 Schedule

The anticipated inception of these services is Summer 2023 and will last for approximately 12 months depending on the schedule of milestone events defined in consultation with NHA/Camp Naco team members and other key stakeholders.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: <u>August 28, 2023</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and Possible approval to award an Archaeological Consulting Services contract for Camp Naco.	

FROM: Mike Normand, Camp Naco Construction Project Manager

RECOMMENDATION: Award the Camp Naco Archaeological Consulting Services contract to Desert Archaeology, Inc.

PROPOSED MOTION: I move to approve award of the Camp Naco Archaeological Consulting Services contract to Desert Archaeology, Inc.

DISCUSSION:

The City of Bisbee sought proposals from qualified cultural resources consultants for archaeological consulting services for the Camp Naco Project (scope of work attached). Three proposals were received:

- Westland Engineering & Environmental Services - \$31,262.89
- AZTEC Engineering Group, Inc. - \$59,435.00
- Desert Archaeology, Inc. - \$45,435.25

All proposals were reviewed by the Camp Naco project team and Naco Heritage Alliance board members who unanimously recommended Desert Archaeology Inc. be awarded the contract.

FISCAL IMPACT: \$45,435.25

DEPARTMENT LINE ITEM ACCOUNT: 19-40-31000

BALANCE IN LINE ITEM IF APPROVED: \$1,819,420

Prepared by: M. Normand

Reviewed by: 
 Stephen Pauken
 City Manager

**NOTICE OF SOLICITATION
UNIFORM INSTRUCTIONS FOR PROPOSALS
CITY OF BISBEE**

1. Introduction

The City of Bisbee is seeking sealed bids, proposals or statements of qualifications (hereinafter collectively referred to as “proposals”) in the manner specified herein from firms that are qualified by experience and expertise in in to provide the following services:

**Archaeological Consulting Services
for
the Naco Heritage Alliance and the Camp Naco Project**

2. Schedule of Events

Submittal Due Date:

Submittal Location: City Clerk, City of Bisbee
76 Erie Street
Bisbee, AZ 85603

3. Nature of the Purchase

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

4. Preparation of Proposal

- 4.1 It is the responsibility of the Contractor to examine the entire solicitation and to seek clarification of any requirement that may not be clear. The solicitation includes the City of Bisbee’s “Standard Terms and Conditions” and any “Special Terms and Conditions” for this contract, both of which will be incorporated into any Contract between the City and the Contractor.
- 4.2 The City will not reimburse any costs incurred in developing, presenting or providing this proposal. All materials and documents submitted in response become the property of the City and will not be returned.
- 4.3 A proposal that is submitted to the City becomes public record. If the Contractor believes that any information included in a proposal should remain confidential, the Contractor must specifically identify that information and its reasons. In the event of any public request for this information, the City will provide the Contractor with notice of this request and a reasonable opportunity to obtain a court order, at the Contractor’s sole expense, protecting this information from release prior to making it available.

- 4.4 The specifications stated in this solicitation are the minimum level required. All proposals submitted must be for products or services that meet or exceed the minimum level of all such specifications.
- 4.5 If brand names or specific products are identified in the specifications, the Contractor may propose substantially equivalent alternatives. For any such proposal, the Contractor must submit technical literature or detailed production information sufficient to allow the City to evaluate the nature of the proposed product.
- 4.6 Prices shall be submitted on a per unit basis, by line item, when applicable. The prices offered should not include applicable state and local taxes. The City will reimburse the Contractor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The Contractor will be responsible for the payment of all applicable taxes.
- 4.7 Any exceptions that are included with the proposal shall be submitted in a clearly identified separate statement by which the Contractor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Contractor's standard terms will not be considered to be a specific statement of exception.

5. Submission of the Proposal

- 5.1 Sealed proposals must be in the actual possession of the City Clerk on or prior to the exact time and date indicated in the Schedule of Events. Late proposals will not be considered.
- 5.2 Sealed proposals must be submitted in a sealed envelope or container with the following information clearly indicated on the outside:
 - a. Name of the Solicitation, as indicated by the City.
 - b. Name and address of the Contractor
- 5.3 Three (3) copies of the proposal shall be submitted in writing, by a paper document that is printed, typed or in ink. Proposals submitted directly to the City by electronic means, by facsimile, electronic mail, or otherwise, shall not be accepted. Any substitute for any document forms provided with this Notice must be legible and contain the same information requested by any such form.

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

6. Requirements for Proposal Evaluation

All respondents, in order for their proposal to be considered, must provide the following information:

6.1 Project Understanding

The respondent shall demonstrate a clear understanding of the requirements associated with providing these services. This element of the proposal must demonstrate the respondent's knowledge of the required work.

6.2 Evidence of Professional Liability Policy

The respondent shall provide \$2,000,000 Professional Liability Insurance.

6.3 Project Team

The respondent shall identify all members of the proposed archaeological consultancy team, along with each member's or subcontractor's qualification, job responsibilities and experience. The respondent shall identify any specialized education received in archaeology. This element of the proposal shall address the team's experience on similar projects, and the relevant experience of subcontractors. Respondent shall also submit an estimate of City staff time required for this project.

6.4 Project Schedule

The respondent shall provide an implementation schedule for providing these services, illustrating how the tasks will be scheduled and accomplished. Also, the respondent shall explain/describe the availability and time commitment of key staff and provide a man-hour estimate for each task identified to complete this project. The respondent shall describe and/or explain the methodology used on similar projects for scheduling staff to accomplish work tasks.

6.5 Fee Schedule

The respondent must provide a firm fixed fee for services. In addition, the respondent must provide a listing and fee schedule for the various team members and subcontractors. The fee schedule must reflect direct labor hours,

wages, overhead and profit amounts that are summed into a total proposed annual cost.

6.6 Other

The respondent shall provide a synopsis of the firm's experience and expertise, an outline of similar projects completed, a list of client references and a biographical sketch of the firm.

7. Evaluation Criteria

Evaluation Criteria

Evaluation criteria are listed in relative order of importance. The evaluation will be conducted in accordance with an established evaluation plan. The award will be based on the following criteria:

1. Qualifications and experience of the firm and project team
2. Archaeological experience
3. Understanding of project requirements
4. Fee Schedule
5. References
6. Overall quality of proposal
7. Discussion and Best and Final

Offers

After the initial receipt and evaluation of proposals, discussions may be conducted with respondents who submit proposals determined to be the most responsive, which most closely meet the requirements of the Statement of Work, and which are the candidates most likely to be selected for award. The City, at its option, may request best and final offers from a selected firm or firms regarding the Statement of Work and/or fees.

8. Award of Contract

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

9. Certification

- 9.1 By signing and submitting this Offer, the Contractor certifies that this submission did not involve any collusion or other anti-competitive practice; that the Contractor will not discriminate against any employee, applicant or customer in violation of applicable state and federal law, and that the Contractor has not

given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any City employee or official in connection with this proposal.

- 9.2 The contractor further certifies that the individual signing this Proposal has the authority to make a binding legal commitment on behalf of the Contractor to perform and deliver everything that is required in connection with this Proposal. Unless otherwise stated in the Contract Documents, the Offer shall be effective for a period of ninety (90) days.
- 9.3 The City Manager shall recommend to the City Council that the contract be awarded to the responsible respondent whose proposal is most advantageous to the City, based on the evaluation criteria listed above. Cost shall not be the sole determining criterion. The final decision shall be made by the City Council.

OFFER

TO THE CITY OF BISBEE:

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

Authorized Signature _____
Date

Printed Name and Title _____

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number(s) _____

Company's Fax Number _____

Email Address _____

**ACCEPTANCE OF OFFER
NOTICE OF AWARD**

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

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

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

City of Bisbee

By _____

Date: _____

Its: _____

SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS

1.0 Introduction

Introduction

The Naco Heritage Alliance was formed in 2008 as a 501c3 non-profit organization charged with preserving the historic Camp Naco and developing community programming to sustain its future use.

Camp Naco is a cornerstone of Buffalo Soldier history in Arizona and represents the proud tradition of Black military regiments after the Civil War. The Camp's 100+ year-old adobe buildings and parade grounds sit just 600 yards north of the US-Mexico border in the community of Naco Arizona and reside on the ancestral lands of the Chiricahua Apache. In the aftermath of World War I and the Mexican Revolution, Camp Naco was one of 35 permanent camps established as part of the US War Department's Mexican Border Defense Project – a plan to build a 1,200 mile-long barrier of soldiers and military camps along the United States-Mexico border from Brownsville Texas to Nogales Arizona to safeguard American citizens and economic interests. During this period, Camp Naco housed African American troops from the Ninth and Tenth Cavalry Regiments, and later the Twenty-fifth Infantry Regiment, collectively known as Buffalo Soldiers, who served their country with patriotism and resilience during a period of racial segregation. Today, Camp Naco remains the only surviving post from this historic border protection effort and endures as a testament to the military, economic, political, and cultural values that define the heritage of this unique place.

The Camp Naco Historic District was listed on the National Register of Historic Places at the national level of significance for its association with Border Protection along the United States-Mexico Border, as part of the Mexican Border Defense Construction Project, and African American Military Service, 1919-1924. The 19-acre site comprises 22 contributing resources including 21 buildings constructed of adobe - 8 barracks, 4 officer's quarters, 6 non-commissioned officer's quarters, 2 bath houses, 1 bakery (located on private property) - and 1 water tower structure. A light scatter of trash dating after AD 1900 is present on the property. The City of Bisbee property, and this project scope, encompasses approximately 17 acres of the total 19-acre Camp Naco Historic District with the remaining land/features located west of Willson Road and currently in private hands.

The City of Bisbee and Naco Heritage Alliance have received federal and non-profit grant funding to document, preserve, and rehabilitate Camp Naco structures, and to create a space for education and community programming. The National Register Nomination recognizes the significance of the architectural site. Camp Naco has not yet been documented as an archaeological site. This RFP requests services to support the Naco Heritage Alliance with their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (36 CFR Part 800), the State Historic Preservation Act, A.R.S. 41-861 et seq, and the Arizona Antiquities Act, A.R.S. 41-841 et seq as amended.

Prior Documentation of the site includes:

Doelle, William H.

2012 Assessment of the Effects of Constructing a Proposed Water Storage Tank at Camp Naco,

Cochise County, Arizona. Desert Archaeology, Inc., Tucson.

Levstik, Jennifer

2012 Camp Naco Historic District. National Register of Historic Places Registration Form.

2.0 Scope of Work

Area of Potential Effect

The Area of Potential Effect is the 17 acres of land owned by the City of Bisbee within the Camp Naco Historic District. All grant funded preservation and rehabilitation activities will occur on the city-owned land on both sides of Newell Street.

Scope of Work

The City of Bisbee is seeking bids from qualified cultural resources consultants for the development and implementation of a Historic Property Treatment Plan related to City of Bisbee/Naco Heritage Alliance plans to develop and maintain Camp Naco as a community resource. The work must meet federal, state, and City of Bisbee historic preservation compliance requirements.

- 1) Develop a Historic Properties Treatment Plan to support future planning by the Naco Heritage Alliance and facilitate cultural resources compliance as needed to obtain all necessary approvals. The HPTP will include a plan for a Class III survey and a monitoring and discovery plan;
- 2) Obtain an Arizona Antiquities Act permit to conduct survey, monitoring, and limited data recovery;
- 3) Implement Class III cultural resources survey and assess the eligibility of the archaeological site as a potential contributing element to the Camp Naco Historic District;
- 4) Create a new site record for the Arizona State Museum Archaeological Records Office;
- 5) Prepare preliminary documentation at the end of fieldwork that meets the approval of all compliance agencies;
- 6) Prepare draft and final technical reports that incorporate results of fieldwork and analyses of recovered data and that meet reporting standards of the City of Bisbee, the Arizona State Historic Preservation Office, and the Arizona State Museum;
- 7) Monitoring as needed will be conducted by an employee of the Naco Heritage Alliance per the terms of the developed Monitoring and Discovery Plan;
- 8) Develop a plan for collections and curation of artifacts collected by cultural resources survey, monitoring, and donated to the Naco Heritage Alliance by community members. Assume ½ box of collections. Obtain a repository agreement.

Proposal Format

Submittals should be organized in a format that promotes the clear evaluation of the proposal offer. The proposal generally should follow the outline below so that it can be easily evaluated during the selection process. Responses should be prepared simply and economically,

providing a straightforward and concise description of the bidder's capabilities to satisfy the requirements of this request. All bidders should prepare a proposal not to exceed 8 pages in length (excluding summary page) using an 11-pt font and one-inch margins.

Summary of Proposal Elements (1 page)

- Provide a cover page that summarizes each of the proposal sections.

Company Experience

- Provide a brief history of the firm that highlights key qualifications related to the proposed project.
- Describe previous project experience relevant to the current project.
- Identify key personnel who will contribute to the implementation of the project.

Project Approach

- Present the assumptions on which the proposed level of effort for completing the project is based.
- Identify tasks to be performed for the project.
- Specify project deliverables.
- Identify potential problems, if any.

Schedule by Task

- Provide a proposed timeline which outlines how your firm will perform services requested within the project schedule presented in this request for bids.

Budget

- The budget should include all costs related to the successful completion of this project. Please include back up support for direct costs including travel and Arizona State Museum cultural resource management services.

The City will accomplish the following:

1. Prepare the trial balance
2. Prepare confirmations
3. Prepare work papers as necessary
4. Compline checks, receipts, invoices and other documents as may be required



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5th, 2023

Regular Special

DATE ACTION SUBMITTED: August 8th, 2023

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: Discussion and possible approval to have RH Borden complete an Acoustic assessment of sewer line pipes utilizing SL-RAT.

FROM: **Matthew Gurney, Public Works Director**

RECOMMENDATION: **Approve to have RH Borden complete an Acoustic assessment of sewer line pipes utilizing SL-RAT.**

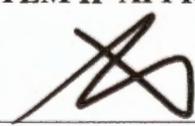
PROPOSED MOTION: **I move to approve to have RH Borden complete an Acoustic assessment of sewer line pipes utilizing SL-RAT.**

DISCUSSION **RH Borden utilizes Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspections Rapid Assessment Technology (SL-RAT). This process also includes Level 1 Manhole Inspection, Manholes will be assessed and prioritized based on manhole condition and incorporated into acoustic assessment data set, data will be captured and put into an online ArcGIS dashboard with filtering and reporting capabilities. With Acoustic assessment, Level 1 manhole inspections, and crew mobilization the total price comes to \$71,000.**

FISCAL IMPACT: **\$71,000**

DEPARTMENT LINE-ITEM ACCOUNT: **54-40-34010**

BALANCE IN LINE ITEM IF APPROVED: **\$10,000**

Prepared by: 

Matthew Gurney
Public Works Director

Reviewed by: 

Stephen Pauken
City Manager

RH Borden and Company LLC
2961 W Maple Loop Dr Ste 300
Lehi, UT 84043 US

Quotation

ADDRESS

Matthew Gurney
City of Bisbee
76 Erie Street
Bisbee, Arizona 85603

QUOTATION # 1555

DATE 08/08/2023

EXPIRATION DATE 11/30/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/01/2023	Acoustic Assessment Service - AZ	Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection Rapid Assessment Technology (SL-RAT). Service includes full assessment of designated pipes and delivery of assessment data in RH Borden Online ArcGIS Dashboard with additional ability to download data in .csv and .shp formats. Final cost based on actual footage assessed.	300,000	0.18	54,000.00
03/01/2023	Level 1 Manhole Inspection - AZ	Level 1 Manhole Inspection Manholes will be assessed and prioritized based on manhole condition and incorporated into acoustic assessment data set. Manhole assessments will include a 3-point risk scale (Low, Medium, High) across 5 sections of the manhole (Lid, Collar, Main Body, Trough, Overall Condition). Data will be captured and included in RH Borden Online ArcGIS Dashboard with filtering and reporting capability. Final cost based on actual number of manholes assessed.	900	10.00	9,000.00
03/01/2023	Crew Mobilization	Crew Mobilization	4	2,000.00	8,000.00
TOTAL					\$71,000.00

Accepted By

Accepted Date



InfoSense, Inc
Innovating Acoustic Inspection Technology
877-PIPECHK (877-747-3245)
www.infosense.com

8116 South Tryon Street
Suite B3-203
Charlotte, NC 28273 USA

December 12, 2022

To Whom It May Concern:

InfoSense, Incorporated in Charlotte, North Carolina is the sole supplier manufacturer, and distributor of the Sewer Line Rapid Assessment Tool or SL-RAT® and its supporting software the Sewer Line Data Organizer or SL-DOG®.

RH Borden and Company LLC is the exclusive manufacturer's representative and only factory authorized service provider for the states of Utah, Idaho, Arizona, Nevada, Colorado, California, and Wyoming. You may contact RH Borden and Company LLC at (385) 228-5350 or email Jon Borden at jon.borden@rhborden.com.

The SL-RAT line of acoustic pipe inspection equipment is patent-protected under U.S. Patent #8220484 and other pending patents. InfoSense manufactures the only product that uses Active Acoustic transmission between a transmitter and a receiver in adjacent manholes to provide an aggregate pipe blockage assessment.

The SL-RAT makes use of the fact that water and air flow similarly within a pipe. Our proprietary algorithms exploit this fact to assess blockage within a pipe segment – typically within 3 minutes or less and with no flow contact.

Sincerely,

Alex Churchill
CEO
InfoSense, Inc.
Past Winner WEF Innovative Technology Award



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5th, 2023

Regular Special

DATE ACTION SUBMITTED: August 16th, 2023

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and possible approval to have KE&G pave Adams Ave as well as mill and pave Garden Ave.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approve to have KE&G pave Adams Ave as well as mill and pave Garden Ave.

PROPOSED MOTION: I move to approve to have KE&G pave Adams Ave as well as mill and pave Garden Ave.

DISCUSSION Public Works would like to have KE&G pave a 2" overlay on Adams Ave. This project is too big for our streets department to take on as a paving project. Garden Ave needs to be milled and paved instead of just being paved to keep homes from flooding. Public Works does not have the equipment to mill roads.

FISCAL IMPACT: \$260,112

DEPARTMENT LINE-ITEM ACCOUNT: 21-38-51000

BALANCE IN LINE ITEM IF APPROVED: \$763,346

Prepared by: 
Matthew Gurney
Public Works Director

Reviewed by: 
Stephen Pauken
City Manager

Bid Proposal



100% Employee Owned

KE&G Construction, Inc.

1601 Paseo San Luis
Sierra Vista, Arizona

Contact: Ryan Stewart
Phone: (520) 609-2586
Email: rstewart@kegtus.com

Quote To: Matthew Gurney
Public Works Director
mgurney@bisbeeaz.gov
Phone: (520) 432-6001
Fax:

Job Name: City of Bisbee - Old Bisbee Repave
Date of Plans: 08/08/2023
Estimate No.: 230731
Revision Date:

Our proposal follows:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	ADAMS AVE 2" OVERLAY	7,770.00	SY	26.00	202,020.00
20	GARDEN AVE MILL	1,236.00	SY	22.00	27,192.00
21	GARDEN AVE REPAVE	1,236.00	SY	25.00	30,900.00

NOTES:

- Prices are based upon execution of a mutually acceptable Contract
- Any increases in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price excludes: Engineering, Survey, Material (QA/QC) Testing, SWPPP, Site Stabilization, Over-Excavation, Off-Site Export, Landscape Establishment, Seeding, Herbicide, Permits, and Bond.
- Proposal includes: Labor, Equipment, Materials, Supervision and Taxes.
- Price shown DOES NOT include Performance and Payment Bond. Add 1% if bond is required.
- Due to existing grades and conditions, we will not be responsible for 100% drainage of surface water following resurfacing.
- Pricing is valid for 60 days



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5th, 2023

Regular Special

DATE ACTION SUBMITTED: <u>August 15th, 2023</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and possible approval to have Westland Resources update the Preliminary Engineering Report for the Old Bisbee Sewer Lateral Rehabilitation Project	

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approve to have Westland Resources update the Preliminary Engineering Report for the Old Bisbee Sewer Lateral Rehabilitation Project

PROPOSED MOTION: I move to approve to have Westland Resources update the Preliminary Engineering Report for the Old Bisbee Sewer Lateral Rehabilitation Project

DISCUSSION Westland will update the previously completed preliminary engineering report (PER) to comply with current USDA Rural Development standards to include updated cost estimated, as well as the environmental report (ER) will also be updated. In addition to updating the original PER, the Zacatecas Canyon sewer extension as well as extending the project to include replacing sewer lateral up to the housing dwellings, these will be added to the original PER and original ER. Westland anticipates attending five (5) meetings including: an in-person kick-off meeting with site visit, and up to one-hour each MS Teams meetings for two (2) progress meetings, one (1) meeting to review the draft PER, and one (1) meeting to review the final PER.

The proposal for the scope of work is a lump-sum fee of \$107,198. We have a \$27,000 grant from USDA with a \$9,000 match to update the PER and the remaining costs will go on the future Construction grant.

FISCAL IMPACT: \$80,198

DEPARTMENT LINE-ITEM ACCOUNT: 57-30-22557

BALANCE IN LINE ITEM IF APPROVED: \$419,802

Prepared by: 
Matthew Gurney
Public Works Director

Reviewed by: 
Stephen Pauken
City Manager

June 19, 2023

Mr. Matthew Gurney
City of Bisbee
76 Erie St
Bisbee, AZ 85603

**Re: CITY OF BISBEE SEWER LATERAL REHABILITATION PROJECT PRELIMINARY
ENGINEERING REPORT UPDATE
WESTLAND PROPOSAL NO. 10911**

Dear Mr. Gurney:

WestLand Engineering & Environmental Services (WestLand) is pleased to provide this proposal for professional engineering services to update engineering and environmental documentation to support the City of Bisbee (City) in the process to obtain agency approval and funding for the Old Bisbee sewer lateral rehabilitation project.

WestLand will update the previously completed preliminary engineering report (PER) to comply with current United States Department of Agriculture (USDA) Rural Development (RD) standards and to include updated cost estimates. The environmental report (ER) will also be updated.

In addition to updating the original PER, the Zacatecas Canyon sewer extension will be added to the original PER and original ER. The scope of work is described in the following sections.

PHASE 1. PROJECT MANAGEMENT

WestLand proposes to provide budget, staff scheduling, and internal project coordination and external coordination with stakeholders.

WestLand anticipates attending five (5) meetings including: an in-person kick-off meeting with site visit, and up to one-hour each MS Teams meetings for two (2) progress meetings, one (1) meeting to review the draft PER, and one (1) meeting to review the final PER. WestLand will prepare an agenda prior to each meeting and submit meeting minutes within five (5) days for review and comments.

It is WestLand's understanding that the funding agency for this project is the USDA RD. This task includes preparing the contracting documents (E-500 EJCDC) including RD's latest published changes, and supplemental information that RD will require.

Deliverables for Phase 1

- Agenda – Up to five (5)
- Meeting Minutes (PDFs) – up to five (5)

- Project invoices
- Review payment applications submitted by City for RD (if required) and execute.
- Prepare and update initial contracting forms (E-500 EJCDC) per USDA RD Bulletin 1780.26 Revised 05/24/23.

WestLand proposes to provide the scope of services for Phase 1 for a lump sum fee of \$16,747.

PHASE 2. PRELIMINARY ENGINEERING REPORT (PER)

Task 2.1. USDA Rural Utilities Service (RUS) Update

WestLand proposes to update the original PER, dated July 2015, in accordance with the guidelines in USDA Rural RUS Bulletin 1780-2, latest version (Preliminary Engineering Reports for the Water and Waste Disposal Program), for submittal and approval by USDA RD.

This task assumes the previously established alternatives will remain the same but include information from Task 2.2 and Task 2.3.

Task 2.2. Updated Costs

WestLand will contract with a qualified construction firm to update the cost estimates included in the 2015 PER.

In addition to construction costs, WestLand will update the City's cost with current information. The City will need to provide the most recent audit or financial statement, including information on the wastewater treatment facility, in addition to other financial documents regarding current rate schedules, annual operation and maintenance (O&M) cost, other capital improvement programs, and tabulation of user fees by monthly usage categories for the most recent typical fiscal year.

The fee for this task is dependent upon receiving the above information in a timely manner. WestLand assumes the City will provide the necessary information within 30 days of WestLand's Notice to Proceed (NTP).

Task 2.3. Homeowner Sewer Rehab Cost Reimbursement Estimate

At the request of the City, this task has been added to include a cost estimate for the option to reimburse homeowners for sewer rehab costs on their property with a price per foot estimate for scoping and lining from a local plumber. The homeowner reimbursement can be utilized to fund private laterals without needing to determine property lines.

Deliverables for Phase 2

- Draft Updated PER (PDF)
- Final Updated PER (PDF)

WestLand proposes to provide the scope of services for Phase 2 for a lump sum fee of \$18,320.

PHASE 3 ZACATECAS CANYON SEWER EXTENSION

Per the City's request, this phase has been added to provide information in the PER update to include Zacatecas Canyon. WestLand proposes to update the existing PER with relevant information and alternatives for the Zacatecas Canyon Sewer Extension. The anticipated scope of services for this task is as follows:

Task 3.1 Data Collection

To complete this task, WestLand will need to collect relevant project information from the City. WestLand proposes to collect and review the following information:

- Photos of the site.
- GIS data including parcels and current sewer services/septic tanks. WestLand assumes the City will participate in the selection of future alignment alternatives and collection of existing sewer system information.
- Field GIS locating of available existing sewer structures/piping. WestLand assumes that the City will aid in access to structures on private property when possible.
- Financial documents including wastewater budgeting, the most recent audit or financial statement, current rate schedules, annual O&M cost, other capital improvement programs, tabulation of user fees by monthly usage categories for the most recent typical fiscal year, etc. We assume that this information will be provided by the City within 30 days of NTP.

Task 3.2 Project Planning, Existing Facilities, and Need for Project

The project planning section of the PER will include location, population trends, and community engagement information. The RD process requires evaluation of the environmental resources present in the project planning area and the environmental impact of the projects within the proposed alternative. A narrative summary will be provided in the PER with reference to the ER.

The existing facilities section will include a location map, a summary of the system history, a description of the condition of the existing facilities the sewer extension would tie into, and relevant financial information.

WestLand will provide a project need analysis to meet health, sanitation, security, aging infrastructure, and reasonable growth requirements. Future growth predictions will be based on the City's General Plan, economic initiatives, and long-range planning growth projections.

Task 3.3 Alternatives Considered and Selection of an Alternative

Alternatives will be established and analyzed with respect to design criteria, environmental impact, property considerations, and estimated construction cost. The advantages and disadvantages of each alternative will be compared. The PER alternatives discussion will include:

- Description of the alternative.
- Design parameters used for evaluation purposes; in compliance with RUS design policies and state regulatory requirements.
- A map.
- Environmental impacts most importantly those involving the cultural and historical nature of Old Bisbee.
- Identification of general ownership and land access issues within the alternatives.
- Discussion of potential construction issues.
- Sustainability considerations including water and energy efficiency and green infrastructure.
- Cost estimate ranges for each alternative. WestLand will contract with a construction firm to complete the cost estimates.
- Elaboration of the advantages and disadvantages of the alternatives and how they relate to Bisbee's financial and operational needs.

The selection of an alternative section will include life cycle present worth analysis for a planning period of 20 years. Non-monetary factors such as social and environmental aspects will also be considered.

Task 3.4 Recommended Alternative and Conclusions

As required for development of a PER, the document will need to outline a recommended alternative and the reasoning behind the selection of the preferred alternative. Preliminary project design, project schedule, and permit requirements will be described for the recommended alternative.

As applicable, the proposed project will include cost estimates for the overall project based on the project life span for a 20-year planning period, including development and design, construction, land rights, legal, environmental, interest, contingencies, equipment, operations and maintenance and other associated project costs.

Deliverables for Phase 3

- A dedicated section for Zacatecas Canyon Sewer Extension will be included in the Phase 2 deliverables.

WestLand proposes to provide the scope of services for Phase 3 for a lump sum fee of \$25,455.

PHASE 4 PUBLIC OUTREACH

The City will undertake a public participation process as part of the development of the project documentation, in order to notify the public regarding upcoming projects, obtain public input, and document potential issues. WestLand will provide support for this effort by preparing figures and attending one public meeting.

Deliverables for Phase 4

- Three (3) 36X24 figures for Public Outreach Meeting.

WestLand assumes the City will lead the public meeting. WestLand will be present to answer questions as needed. It is assumed the City will provide staff to record meeting minutes and the City will provide notices to property owners regarding the meeting and publish meeting notes.

WestLand proposes to provide the scope of services for Phase 4 for a lump sum fee of \$7,314.

PHASE 5 ENVIRONMENTAL REPORT (ER)

Task 5.1. Site Visit and Data Gathering

WestLand will conduct a site visit to gather data about the project alignment and the broader analysis area. This task will include the following:

- Two WestLand biologists will conduct a site visit. It is assumed that this will be two (2) days including travel time.
- Data gathered will include biological and habitat data, species lists will be generated from on-line databases managed by the US Fish and Wildlife Service and Arizona Game and Fish Department, socioeconomic data from the Environmental Protection Agency's (EPA's) EJView website, National Wetlands Inventory mapping, USDA soil types and climate data.
- Information will be presented in the ER.
- No stand-alone resource documents will be produced.

Task 5.1.2 Zacatecas Canyon

- Another day would be added to Task 5.1.1 for a site visit to Zacatecas Canyon.
- Data gathering specific to Zacatecas Canyon would be conducted.

Task 5.2. Determination of National Environmental Policy Act (NEPA) Adequacy

WestLand will complete the Determination of NEPA adequacy (DNA) worksheet to summarize findings of the previous Environmental Assessment (EA) that was conducted in 2003 for a portion of the Project, excluding Zacatecas Canyon. The requirement to comply with NEPA may be triggered if federal funding is used for the project or if federal permits are required for this phase of the project. This DNA Worksheet would help determine if the impacts of the proposed sewer lateral project were adequately addressed in the 2003 EA. It would be based on the Bureau of Land Management (BLM) NEPA Handbook H-1790-1. This worksheet is not a NEPA document but documents the review to determine whether the existing NEPA document(s) can satisfy the NEPA requirements for the currently proposed action if accepted by the Federal agency providing funding or permitting.

The 2003 EA was completed to evaluate several alternatives to “rehabilitate the wastewater collection and treatment system...to address existing system deficiencies and achieve compliance with state and federal regulatory requirements.” The EA was prepared to meet federal NEPA requirements for the Border Environment Cooperative Commission, USDA RD RUS, and the Water Infrastructure Finance Authority of Arizona, as the Project was designed and funded by these federal agencies. The preferred alternative (Alternative 4 in the 2003 EA) consisted of the rehabilitation measures described above, which included construction of the San Jose Wastewater Treatment Plan (WWTP) and rehabilitation of the public mainline sewers throughout the entire City.

Task 5.3. Environmental Report

WestLand proposes to provide an updated ER per RUS Bulletin 1794A-602, latest version (Guide for Preparing the Environmental Report for Water and Environmental Program Proposals) for the City in support of the PER discussed above. This will include the proposed work within Zacatecas Canyon. The ER will allow the funding agency to evaluate the environmental effects of the recommended wastewater systems upgrades, to determine the level of significance of environmental impacts that may result from the upgrades, and to determine if adverse impacts (if any) can be mitigated in such a fashion as to support a Categorical Exclusion. The ER will evaluate the alternatives identified in the PER and address the areas that encompass those alternatives (analysis area). The scope of work for completion of the ER document is provided as follows.

- Complete internal scoping and initial agency correspondence.
- Summarize resource data from existing reports.
- Conduct additional analysis to compile information required to address the required elements of the ER.
- Conduct one site visit to support the analysis provided in the ER (Task 5.1).

Prior to preparation of the ER, we propose to prepare agency correspondence in coordination with the City to seek appropriate resource agency input. We anticipate that the following agencies will be contacted in writing to request their input on the proposed wastewater system upgrades:

- Arizona State Land Department
- Arizona Department of Environmental Quality
- US Fish and Wildlife Service
- Arizona Game and Fish Department
- State Historic Preservation Office
- US Army Corps of Engineers
- Cochise County Highway and Floodplain Department
- Cochise County Planning and Zoning Department

The preliminary public notice would be issued after the funding agency accepts the ER and has determined that the proposal is appropriately classified as a Categorical Exclusion. The public is afforded 30 days to respond. WestLand would make changes to the ER resulting from public comment, as necessary. There may be additional fees associated with public comment revisions.

The final notice will inform the public of the agency's decision on the planned water systems upgrades.

The resources outlined in RUS Bulletin 1794A-602 will be considered and evaluated as appropriate in the ER. Per the ER guidelines, the amount of information and level of analysis provided in the ER will be commensurate with the magnitude of construction activities and their potential level of impact. Due to the minimal level of anticipated environmental effects associated with the project, and the existing environmental documentation available, we anticipate a low level of analysis will be required for most resources.

Deliverables for Phase 5

- Draft Updated ER (PDF)
- Final Updated ER (PDF)

The fee for updating the original PER is \$15,750. The fee for adding Zacatecas Canyon is \$6,470. WestLand proposes to provide the scope of services for Phase 5 for a lump sum fee of \$22,220.

PHASE 6 CULTURAL RESOURCES SURVEY

In 2002, the southern portion of the project area in the original PER/ER was previously surveyed by Desert Archaeology, Inc. to modern State Historic Preservation Office (SHPO) standards and does not require resurvey. The northernmost, newly added portion of the project area near Zacatecas Canyon, however, has not been subject to previous cultural resources surveys. As such, an additional approximately one-mile corridor will need to be surveyed for the presence of cultural resources and the results integrated in the PER/ER supplement and subject to SHPO review. To accomplish this goal WestLand will provide the following services:

- Attend a virtual pre-field meeting.
- Request an Arizona State Museum (ASM) Project Registration Number.
- Conduct Class I archival research to determine if there are previously recorded surveys and sites within the project area. The Class I will include AZSITE, the Archaeological Records Office, published archaeological literature, and a review of historic maps.
- Conduct a 100 percent pedestrian survey of the project area which will encompass the public right-of-way along the project corridor.
- Record any newly discovered cultural resources.
- Assess all newly recorded cultural resources for their eligibility for inclusion to the National Register of Historic Places (NRHP).
- Revisit and re-record any previously identified cultural resource within the project area
- Assess all previously recorded cultural resources for their eligibility for inclusion on the NRHP.
- Compile the data collected in the Class I and Class III surveys into a draft cultural resources inventory report for agency review.
- Respond to all agency comments on the draft report and produce a final cultural resources inventory report.
- Submit report and site forms to ASM and pay the registration fee.

- Complete relevant cultural resources sections in the PER/ER supplement.
- Coordinate with the City, RD, and SHPO on Section 106 process in up to three virtual meetings.

WestLand will provide the services mentioned above assuming the following:

- Standing buildings and structures of historic age will be noted and photographed but will not be individually recorded on Historic Property Inventory Forms.
- The pre-field kick-off meeting will be virtual or concurrent with the start of the field session
- There will be one round of agency review on the draft report.
- There will be no required edits to the previously executed Section 106 Memorandum of Agreement with the EPA for the project.
- The cost does not include any archaeological monitoring during construction.

Deliverables for Phase 6

Included in the Phase 2 deliverables.

To update the original ER the cost is \$775. To add Zacatecas Canyon the cost is \$16,367. WestLand proposes to provide the scope of services for Phase 6 for a lump sum fee of \$17,142.

PROJECT SCHEDULE

- Kick-off meeting and data request within two (2) weeks of NTP.
- Up to two (2) progress meetings between the kick-off meeting and draft PER submittal.
- Draft updated PER within four (4) months after receipt of all requested data and within one (1) month after completion of the public outreach meeting, whichever comes later. A meeting will occur to review the City's comments on the draft updated PER.
- Final updated PER within one month after receipt of City comments.

PROJECT FEE SUMMARY

WestLand proposes to provide the above scope of services for a lump-sum fee of \$107,198. A cost by task breakdown is provided in **Table 1**.

Table 1. Cost Summary

Phase	Cost
Phase 1. Project Management	\$ 16,747
Phase 2. Preliminary Engineering Report	\$ 18,320
Phase 3. Zacatecas Canyon Sewer Extension	\$ 25,455
Phase 4. Public Outreach	\$ 7,314
Phase 5. Environmental Report	\$ 22,220
Phase 6. Cultural Resources Survey	\$ 17,142
TOTAL	\$ 107,198

Mr. Matthew Gurney

June 19, 2023

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We understand that should the City find this scope and cost to be acceptable, a PO will be provide to WestLand in accordance with our Master Services Agreement.

WestLand appreciates the opportunity to provide this scope of services and we look forward to continuing our working relationship with City and the community. If you have any questions regarding our scope of services or approach to this project, please feel free to call.

Respectfully,
WestLand Engineering & Environmental Services

Dina Miller

Dina Miller
Project Manager

A handwritten signature in black ink, appearing to read 'C. Cannizzaro', with a stylized flourish at the end.

Craig Cannizzaro, PE
Director of Engineering



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **September 5th, 2023**

Regular Special

DATE ACTION SUBMITTED: <u>August 28, 2023</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and possible approval to purchase nine speed cushions for speed mitigation on West Boulevard Rd.	

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approve to purchase nine speed cushions for West Boulevard Rd.

PROPOSED MOTION: I move to approve purchase nine speed cushions for West Boulevard Rd.

DISCUSSION: Public works would like to purchase nine speed cushions for speed mitigation on West Boulevard Rd. The speed cushions we have selected will calm traffic to the desired 25mph speed limit without impacting emergency service response time. Emergency vehicles have a wider wheelbase than pedestrian vehicles which will allow them to pass over the speed cushions without having to reduce speed. The total cost to purchase 9 speed cushions with hardware will be \$8,046.

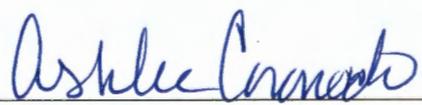
Total Cost: \$8347.14
Specifications: 7'L x 6'W x 3"
Sourcewell – Contract# 070821-LGX
City of Bisbee ID#19075

FISCAL IMPACT:
\$8347.14

DEPARTMENT LINE-ITEM ACCOUNT:
21-40-46000

BALANCE IN LINE ITEM IF APPROVED:
\$32,763.26

Prepared by: 
Matthew Gurney

Reviewed by: 
 Stephen Pauken



Traffic Logix Corporation
 3 Harriett Lane
 Spring Valley, NY 10977 USA
 Tel: (866) 915-6449
 Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-32083-Y6B4D4
 Created Date 8/23/2023
 Expiration Date 9/22/2023
 Prepared by Nate Hill

QUOTATION

Contact: Logan Dodd
 Phone: 5202554436
 Email: ldodd@bisbeeaz.gov

City of Bisbee, AZ
 76 Erie Street
 Bisbee, Arizona 85603
 United States

Shipping Address:
 76 Erie Street
 City of Bisbee, Arizona 85603
 United States

Standard Features (Included)

- Prices Shown include - Required Adhesive, Bolts and Anchors (Specified as 4" or 7")
- Color and Markings as Indicated

Special Notes

Sourcewell – Contract #070821-LGX

City Bisbee ID#19075

Quote Line Items – All Prices shown are in \$ US Dollar

Product	Product Code	Quantity	Sales Price	Total Price
400mL 1:1 Dispenser - Adhesive Applicator Gun	PU-APGUN	1.00000	\$86.00	\$86.00
SDS-Plus Shank Rotary-Hammer Drill Bit.9/16"Bit, 16 Drilling Depth, 18-3/4" Overall Length.	23596	3.00000	\$86.00	\$258.00
7Lx6Wx3" speed cushion with arrows	SC76A	9.00000	\$808.00	\$7,272.00

Totals

Subtotal:	\$7,616.00
Freight:	Included
Sales Tax (if applicable):	\$731.14
Grand Total:	\$8,347.14



Traffic Logix Corporation
 3 Harriett Lane
 Spring Valley, NY 10977 USA
 Tel: (866) 915-6449
 Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-32083-Y6B4D4
 Created Date 8/23/2023
 Expiration Date 9/22/2023
 Prepared by Nate Hill

Terms: 1% - 10 days – Net 30

Payment: MC, VISA, AMEX. Credit card payments over \$10K will include an additional 2% fee.

Tax: IF TAX EXEMPT, Please Provide Tax Exempt Certificate with Order

Freight: Freight quotation is valid for a period of 21 days after it is issued. Beyond that, freight quotations will require confirmation or adjustment.

Changes/Returns: 30% for standard orders and 50% on custom orders.

Delivery Requirements

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Forklift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53 foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

Quote Acceptance Information

Signature _____
 Name _____
 Title _____
 Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

nhill@trafficlogix.com
 Nate Hill
 Sales

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: August 30, 2023

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: **Discussion and Possible approval to pursue legal action against the Coin Vendor for the Police Department Challenge Coins.**

FROM: Joe Estes, City Attorney

RECOMMENDATION: Approve

PROPOSED MOTION: I move to pursue legal action against the coin vendor for the Police Department Challenge Coins.

DISCUSSION:

FISCAL IMPACT: TBD

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Ashlee Coronado
for Stephen Pauken
City Manager



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: <u>August 28, 2023</u>			
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>		
TYPE OF ACTION:			
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and Possible approval of The Bisbee Area Mobility Master Plan.			

FROM: Ken Budge, Mayor

RECOMMENDATION: Approve Master Plan

PROPOSED MOTION: I move to approve The Bisbee Area Mobility Master Plan.

DISCUSSION:

This is the Final Draft of The Bisbee Area Mobility Master Plan.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Pauken
Stephen Pauken
City Manager

The Bisbee Area Mobility Master Plan



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Introduction



Chapter 2

Inventory & Analysis



Chapter 3

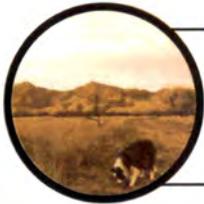
Public Engagement

Acknowledgements

Prepared for:
The City of Bisbee

City of Bisbee Mayor and City Council

Ken Budge, Mayor
Juanita Hill
Frank Davis
Mei Sowid
Leslie Johns
Joni Giacomino
Anna Cline



Chapter 4

Existing Conditions



Chapter 5

Recommendations



Chapter 6

The Master Plan/Adoption

City of Bisbee Planning & Zoning Commission

Douglas Dunn
Alisia Espiriti
Sandy Heusman
Mike Ablin
David Cobb
David Brown
Doug Taylor

Cochise County Board of Supervisors

Tom Crosby, District 1
Ann English, District 2
Peggy Judd, District 3

Authors

Christine McLachlan, AICP, Cochise County
Meggen Connolley, non-profit Ecotopia dba
Bisbee Bikeways
Sarah Meggison, non-profit Ecotopia dba
Bisbee Bikeways

City of Bisbee Staff

Stephen Pauken, City Manager
Matthew Gurney, Public Works Director

Plan Goals

- SAFETY AND COMFORT: MAKE CONDITIONS SAFER FOR NON-MOTORISTS
- HEALTH: PROMOTE HEALTHY LIVING BY ENCOURAGING WALKING & BIKING
- CONNECTIVITY: PROVIDE DIRECT, EFFICIENT CONNECTIONS
- INCLUSIVITY: MAKE BISBEE MORE ACCESSIBLE AND INCLUSIVE
- VIBRANCY: PEDESTRIAN ACTIVITY PROMOTES VIBRANCY & TOURISM
- ENVIRONMENT: REDUCE CARBON EMISSIONS
- MORE EFFICIENT LAND USE PATTERN: REDUCE PARKING DEMAND

The Bisbee Area Mobility Master Plan (BAMMP) represents a joint effort by the City of Bisbee and Cochise County. The primary goal of this effort is to plan for, and aid in the development of, non-vehicular mobility options throughout the City of Bisbee and the unincorporated area directly south of Bisbee, including the Naco townsite.

Safe, well maintained shared-use paths are a critical part of the transportation network. This plan contemplates various forms of transportation improvements geared towards residents and visitors of the greater Bisbee area. A shared-use network of trails, sidewalks, and pathways can provide year-round walking, running and cycling that will enhance access to destinations and encourage economic redevelopment and infill.

The advantage of having a truly walkable community are well documented. Walkable communities are associated with:

- Increased property values
- Reduced carbon emissions
- Increased demand for business/services
- Increased safety
- More equitable opportunities
- Additional job opportunities
- Improved overall quality of life
- Increase in physical activity leading to health benefits



Figure 1: Cochise County

including a reduction in obesity rates, heart disease, diabetes and other diseases that can be mitigated through physical activity as well as lower healthcare costs.

In addition, when residents were asked to state how important walkability and bikability were in determining where they chose to live, over half of the respondents indicated it was very important. (For more about the survey and its findings, see page 20.) Clearly, having a walkable community not only impacts how we live, but where we chose to live.

At approximately one-mile high in elevation, the study area experiences a pleasant year-round climate. And there are numerous interesting destinations to see and enjoy without a vehicle. As previously mentioned, the study area encompasses both unincorporated Naco and Bisbee, Arizona. Bisbee, a small city in southeastern Arizona, began as a mining industry center—the “Queen of the Copper Camps”—and has transformed, over the years, into a hub of tourism and recreation, with a varied and active community of creative and hard-working people. In its recent evolution Bisbee residents and visitors now include the Baby Boom, Gen-X, and Millennial generations, each of which put increasingly higher premiums on quality of life, fitness, outdoor recreation, prosperity, and sustainability. The Bisbee community also values public participation, which provides for the identification of both challenges to the City and innovations to address challenges. Public participation strengthens and legitimizes local governance and acknowledges the contributions of the community to public processes that can manifest the shared values of the community through programs, infrastructure, and mutual support.

In December, 2018, the impetus for what has become the Bisbee Area Master Mobility Plan was set in motion by resident Meggen Connolley, who was inspired by her daughter to reduce carbon emissions and create safer biking and pedestrian options for the children of Bisbee. Ms. Connolley garnered the support of numerous stakeholders including the

public, the Bisbee City Council, the Cochise County Development Director, the County Health Director, the Freeport McMoRan Branch Manager and the Arizona Department of Transportation District Engineer to envision a network of shared-use paths in the Bisbee area. Through the Bisbee Bikeways project, Ms. Connolley and the City of Bisbee have garnered funding to for the design and implementation of shared use paths in Bisbee to enhance opportunities for residents and visitors to engage in healthy, active transportation and to contribute to the liveliness and prosperity of the City and the region.

Related Plans & Studies

The Bisbee General Plan Key Findings/

Recommendations: Title 9 of Arizona Revised Statutes requires that all municipalities in the state adopt, and from time to time, amend a planning document called a General Plan. A General Plan is a set of studies and policies that provide “a comprehensive, long--range general plan for the development of the municipality” (ARS 9--461.05A). Within the Transportation Element of that Plan, the following goals relevant to this plan were established:

GOAL 1: The City Shall refer to and periodically update the City of Bisbee Comprehensive Transportation Plan completed in 2012 for any development or improvements related to sidewalks, stairs, bike paths, and roads.

GOAL 7: Connect Old Bisbee, Warren and San Jose in a symbolic way.

The City of Bisbee Comprehensive Transportation Plan Key Findings/Recommendations:

In 2012, the City finalized a Comprehensive Transportation Master Plan as called for in the General Plan. That document provided a thorough inventory, assessment and implementation plan for the City's streets, bridges, sidewalks, public stairs, shared-use pathways, transit, public parking, airport, and transportation related drainage facilities. This document relies in large part

Chapter 1: Introduction

on that inventory, rather than to duplicate that work effort. Where improvements have been made since the time of that plan's publication, they are noted.

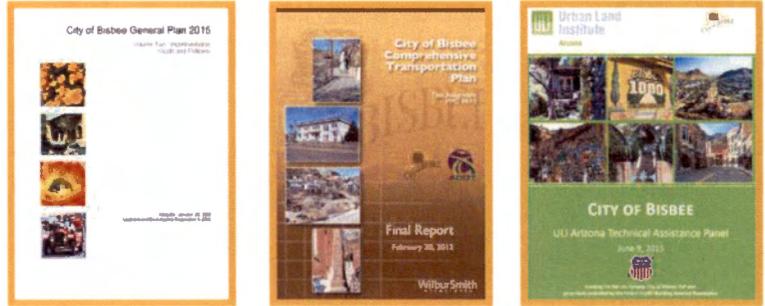
Urban Land Institute Technical Assistance Panel Report Key Findings/Recommendations: The ULI Arizona Technical Assistance Panel (AzTAP) Program is a service offered by ULI Arizona to assist Arizona municipalities, counties, regions, and nonprofits in the preliminary study of complex land use planning, development, and redevelopment issues. In 2015, ULI Arizona and the City of Bisbee undertook the AzTAP process to discuss economic development and housing strategies that will steer the City toward success and long-term sustainable economic vitality. Within that effort, the strategy of "connecting the City with a regional path /trail system" was identified. This is a key component of leveraging tourism to Bisbee. Implementation actions contained within that plan were as follows:

- Develop a Trails Master Plan to prioritize, identify funding, and implement walking, biking, and active transportation improvements.
- Assess grants and technical assistance available to build trails for walking and biking.
- Provide a welcoming gateway to Lowell and the different communities of Bisbee
- Explore a Public-Private Partnership with Freeport McMoRan to help develop trail system

Cochise County 2040 Long Range Transportation Plan:

Goals for enhancing bicycling within the County include:

- Developing and adopting a County Bicycle Route plan and map.
- Education: Educate all road users, especially bicyclists, on legal, predictable and safe behavior.
- Engineering: Plan, design, construct and maintain bicycle and multi-use facilities that meet or exceed standards and guidelines.
- Encouragement: Encourage the increased use of bicycles for transportation and recreation.



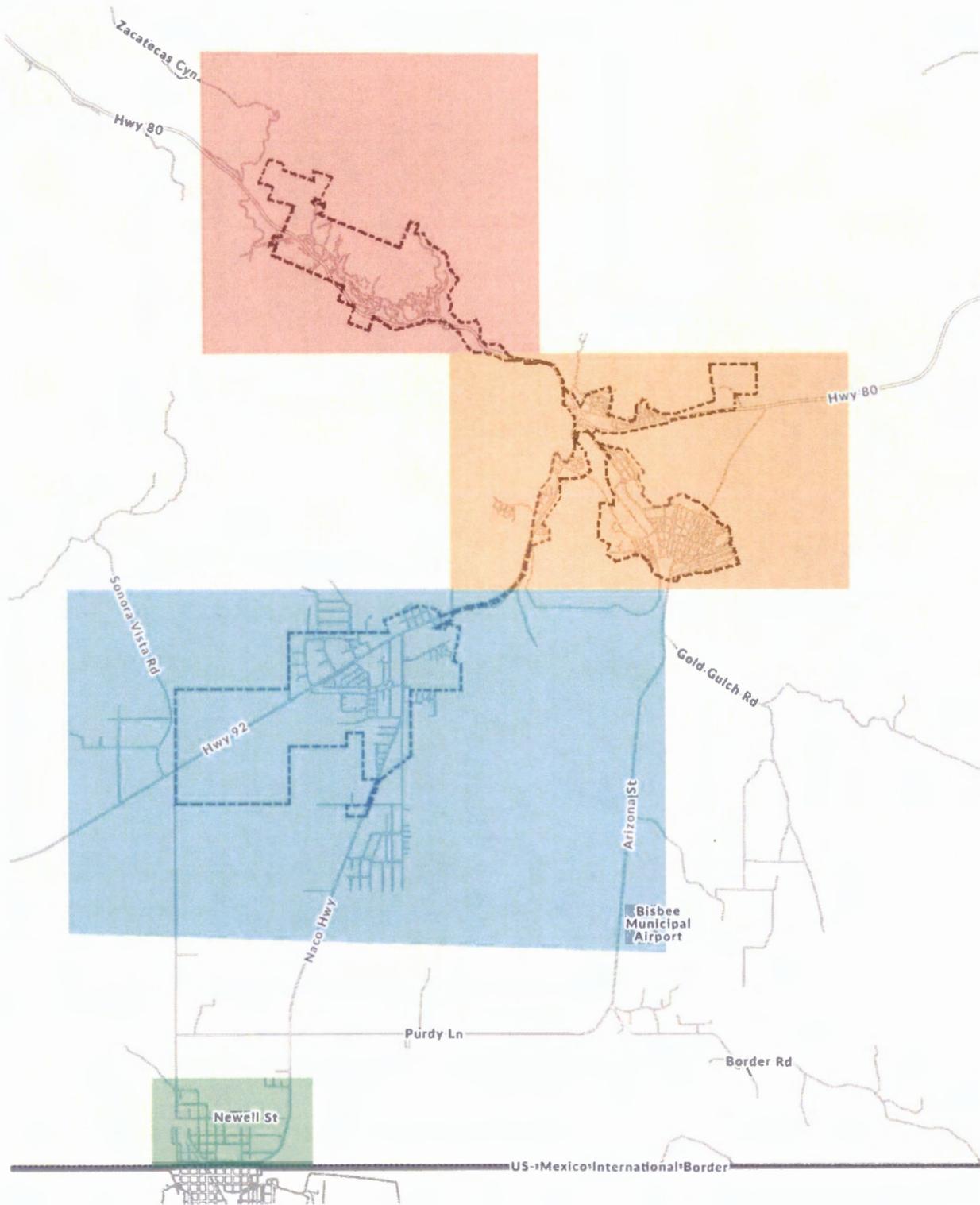
The Study Area

For the purpose of this study, all of Bisbee, as well as unincorporated Naco were included. Geographically, Bisbee is a city within Cochise County, Arizona, located eleven miles north of the international border with Mexico and nestled within the Mule Mountains.

Bisbee remained an active mining community for nearly 100 years. A population shift occurred following the closure of the mine in the mid-1970s. The mining community began its transition into the arts community that remains presently. The diverse shopping, eateries, and seasonal events, such as Bisbee 1000, provide a steady influx of visitors to the Bisbee area.

The Naco community is located approximately one mile south of Bisbee and thirty miles north of Cananea, Mexico. It lies on the Mexican border and shares a common name with its Mexican neighbor, Naco Sonora, Mexico. Significantly, Naco is a port of entry to and from the United States to Mexico.

The Naco Townsite was established in 1907. Railroad tracks to serve growing mining operations in Mexico were laid to Naco by 1898. In 1915, Camp Naco was constructed to serve as an Army encampment during the Mexican Revolution. Numerous structures remain of this historic encampment. Naco is comprised of many historic buildings. Due to the gradual pace of population growth, this unincorporated community retains the character of a small border town.



- Old Bisbee
- San Jose District
- Warren District
- Naco Townsite

Figure 2: Study Area with Subdistricts

Inventory & Analysis

There are many important factors to consider when developing a mobility master plan. This chapter of the document identifies some of the greatest opportunities and constraints posed by the location and the characteristics of the study area.

General Topography

As previously mentioned, Bisbee originated as a mining town, and is encompassed by the Mule Mountains. As shown in Figure 3, there are significant topographical constraints within Old Bisbee, in particular. In addition, the Lavender Pit, which is located southwest of Old Bisbee and adjacent to Highway 80, sharply drops 850 feet in elevation. Currently the City of Bisbee and Bisbee Bikeways are working with ADOT to reduce SR80 from four travel lanes to two travel lanes, with a center turn lane, making room for a separate shared-use path."

In comparison, the Naco townsite and the San Jose district are relatively flat in elevation. While the changes in elevation provide desirable views and scenery, it also presents significant design constraints as well as challenges to comply with the Americans with Disability (ADA) law.

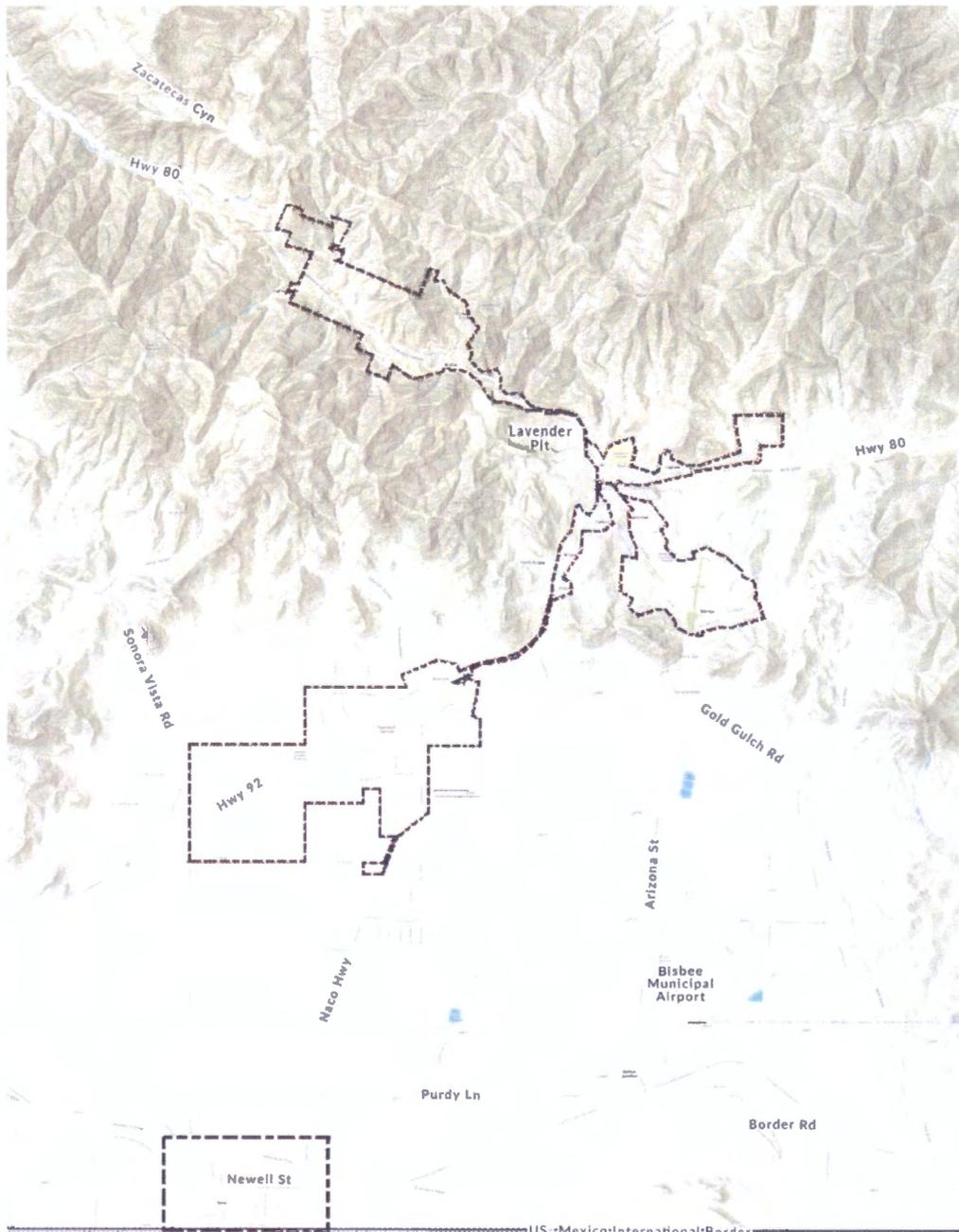
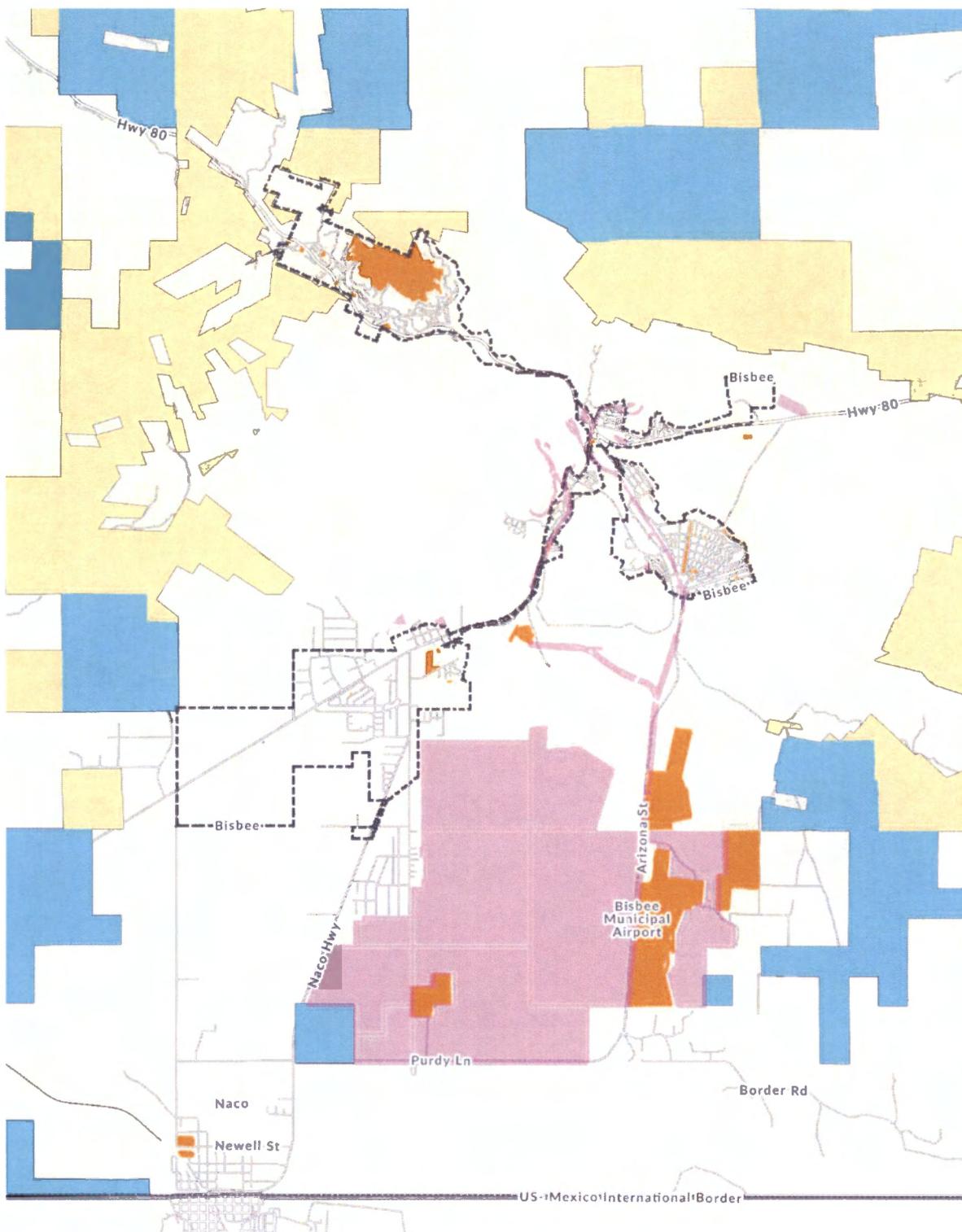


Figure 3: General Topography

Public Land and Freeport McMoRan Property



- State Trust Land
- Bureau of Land Management
- City of Bisbee
- Freeport McMoRan

Figure 4: Public Land Ownership

Land Ownership
Focusing development of trails/recreation improvements on publicly owned land and/or area within the right-of-way reduces land acquisition costs and increases implementation feasibility.

Figure 4 illustrates the location of federal land (BLM), state land (State Land Trust) and City property within the study area.

It should be noted that approximately 21% of the land within the study area is owned by the international mining company Freeport McMoRan. This includes the land on which all major roads sit, connecting each of the Bisbee subdistricts as well as the Lavender Pit and mountainside to the west of the Pit to one another.

Road Classification

Road classification groups roadways into classes according to their ability to accommodate vehicular travel. Essentially, the roadway network is a hierarchical structure comprising highways/principal arterials, minor arterials, major collectors, and minor collectors. Generally speaking, higher classifications are longer in length; have lower connecting driveway densities; have higher speed limits; are spaced at greater intervals; have higher annual average traffic volumes; and may have more travel lanes than their minor counterparts. Lower classification roads may also present better opportunities for inclusion of bike lanes or sharrows. The neighborhoods of Bisbee and the Naco townsite are separated by arterial roadways where traffic travels at speeds in excess of 45 mph. Currently, there are no separate facilities to protect non-vehicular modes of travel.



Figure 5: Functional Classification of Roads

Road Jurisdiction

Road jurisdiction

falls within one of four categories:

- State roads
- County roads
- City roads
- Private roads

State highways are built and maintained by the Arizona Department of Transportation (ADOT). The City is generally responsible for all non-state public roadways within its city limits. The remainder of the roads may be privately-owned. Roads often fall under the private category if they are inside public parks, gated and/or private neighborhoods, farms, ranches, and/or schools. In addition, they are often associated with residential split-lot development or driveway extensions to homes.

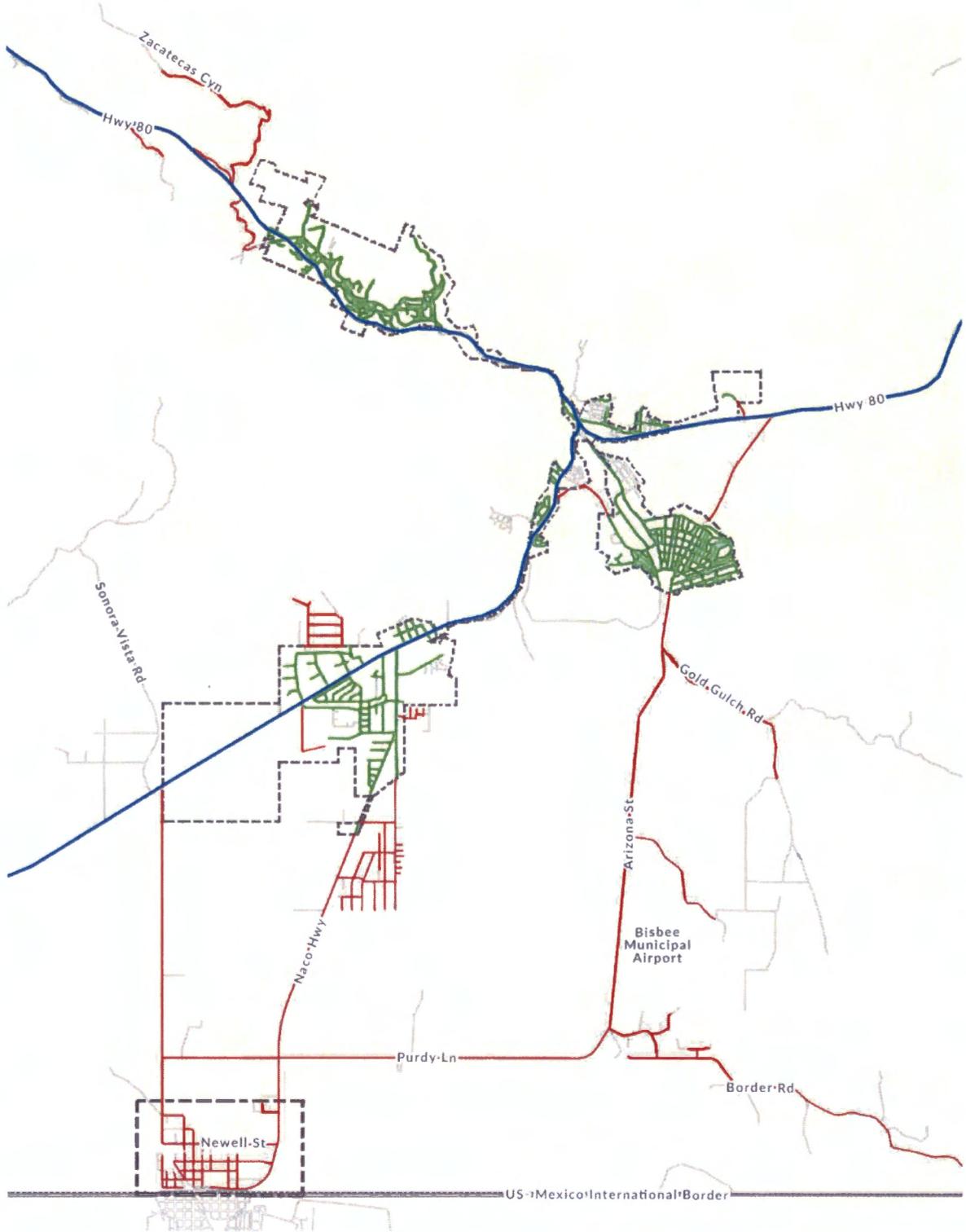


Figure 6: Road Jurisdiction

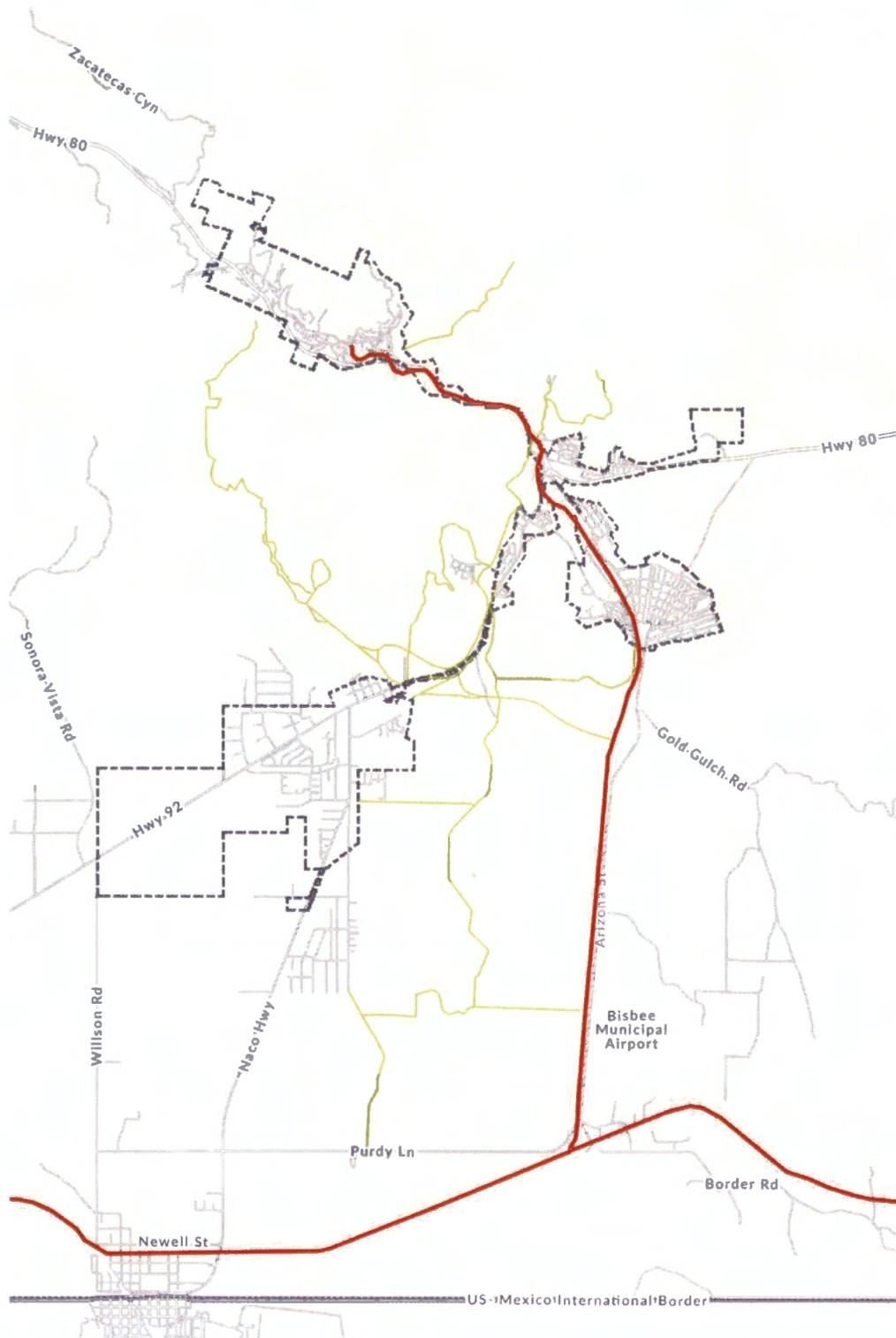
— County	— City
— ADOT	— Private

Sun Corridor

The Sun Corridor Trail (SCT) is a planned trail that, when completed, will link Las Vegas to Douglas, Arizona.. Implementation of the SCT will rely on a partnership among the state and federal government, various municipalities, nonprofits, and private landowners. To the extent possible, the corridor follows abandoned rail lines. Of note, within the study area, a portion of the trail extends parallel to Highway 80 and the Lavender Pit, linking Old Bisbee to the Warren District and the Naco townsite.

The development of the Sun Corridor presents one of the best opportunities for regional non-vehicular connectivity. In addition, it may also lead to an increase adventure tourism to Bisbee and the international port of entry in Naco.

In addition, there are numerous graded, but unimproved, mining paths throughout Bisbee. The land on which they sit is primarily owned by Freeport McMoRan. Easement acquisition and trail improvement would provide additional connectivity in this region. A complete preliminary map of the SCT is included in the appendix of this document.



— Conceptual Sun Corridor Alignment
— Mine Trail

Figure 7: Conceptual Alignment of the Future Sun Corridor Trail with Mine Trails

Railroad Ownership

Railroad Ownership

There are many railroads within the study area. Due in large part to the closure of the mines that they were constructed to serve, the rail lines indicated in Figure 8 are no longer in use. To date, the rail line right-of-way has been abandoned along the San Pedro line, and ownership has reverted to the underlying/ adjacent property owner within the study area. Regardless, the connecting easements and their flat gradation present an opportunity for future rail to trail conversion along the alternate lines within the study area.

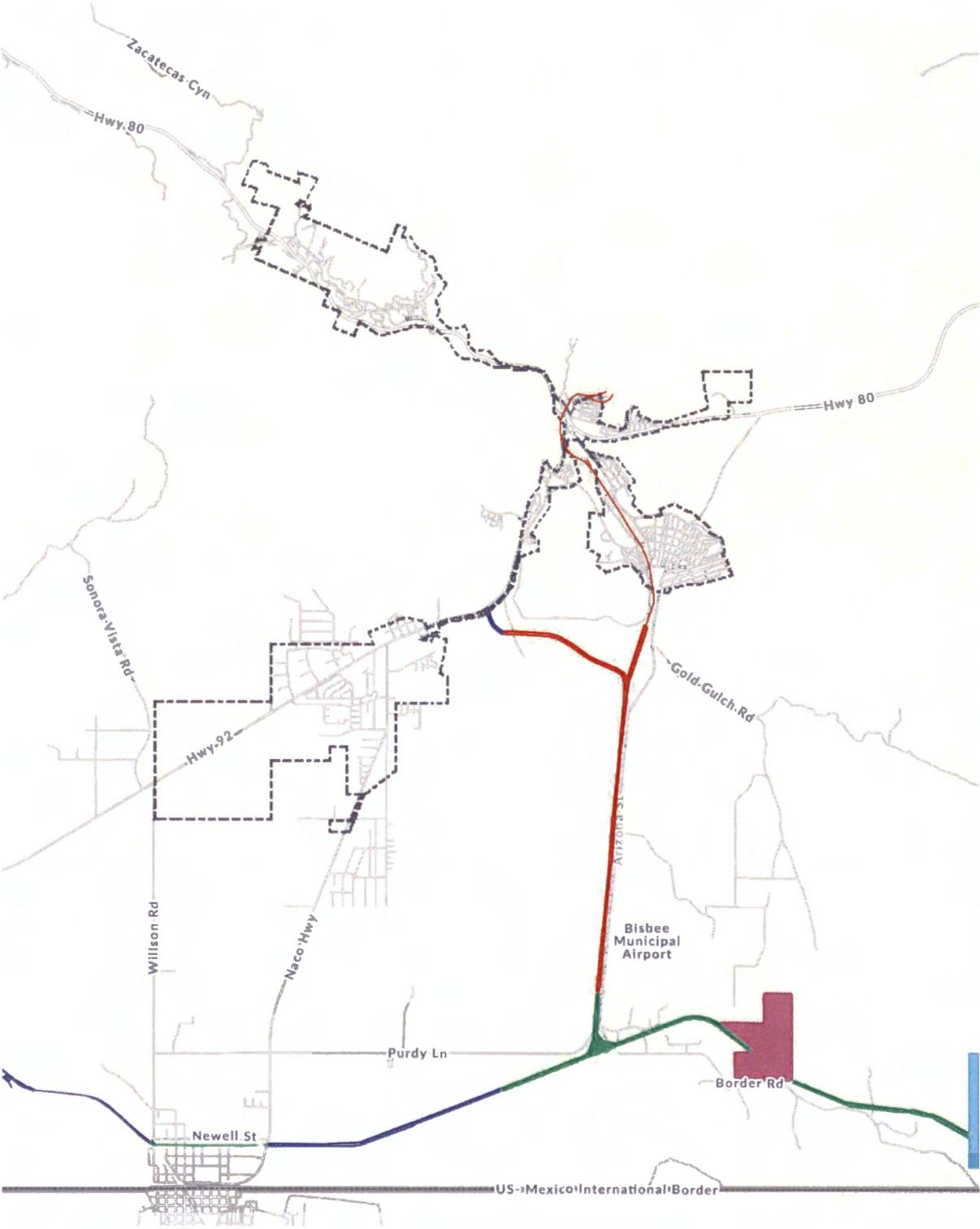


Figure 8: Railroad Ownership

Floodplain

Floodplain
 Washes and floodplains are poorly suited for most types of commercial or residential development. On the other hand, desert washes can provide an excellent location for hiking and wildlife observation. When dry, these linear paths have a hard, compact surface. The fringe of many washes is composed of deep-rooted trees and shrubs that tap into underground water reserves. The surrounding vegetation provides shady spots along the route.

As illustrated in Figure 9, the study area contains several regulatory floodways that should be considered as locations for future nature trails.



Figure 9:
 Floodplain

- Regulatory Floodway
- 100-year Floodplain: Parcels included within this designation have a 1% annual chance of flooding. Purchase of additional flood insurance is required.
- 500-year Floodplain: Parcels included within this designation have a 0.2% annual chance of flooding. Purchase of additional flood insurance is not required.

Bus Service

Bus Service is a valuable community resource that increases mobility options for residents and tourists. Its availability is particularly important for those without access to alternate forms of transportation.

Currently, there is fixed route service to Old Bisbee, the Warren District, Saginaw, San Jose and the Naco area. Bus service in Bisbee is provided through a collaboration with the City of Douglas. The City of Douglas / Douglas Rides manages the operation of the Bisbee Bus, while the City of Bisbee administers the Bisbee Bus Program.

As an added bonus to area visitors, the northern portion of the Old Bisbee bus route provides a quick, scenic round-trip tour of Old Bisbee and the Tombstone Canyon.



Figure 10: Bus Route

Steps and Stairs

As a town carved among mountains, there are many steep grades changes throughout Bisbee that require the use of stairs. The stairs offer visitors and residents a scenic opportunity for exercise and a setting for the popular annual Bisbee 1000 racing event. However, stairways can be dangerous. It is for this reason that the Uniform Building Code and ADA technical guidelines pay so much attention to stairway design and materials. A more complete inventory of the placement and condition of steps and stairs in Bisbee is included in the City of Bisbee Comprehensive Transportation Plan.

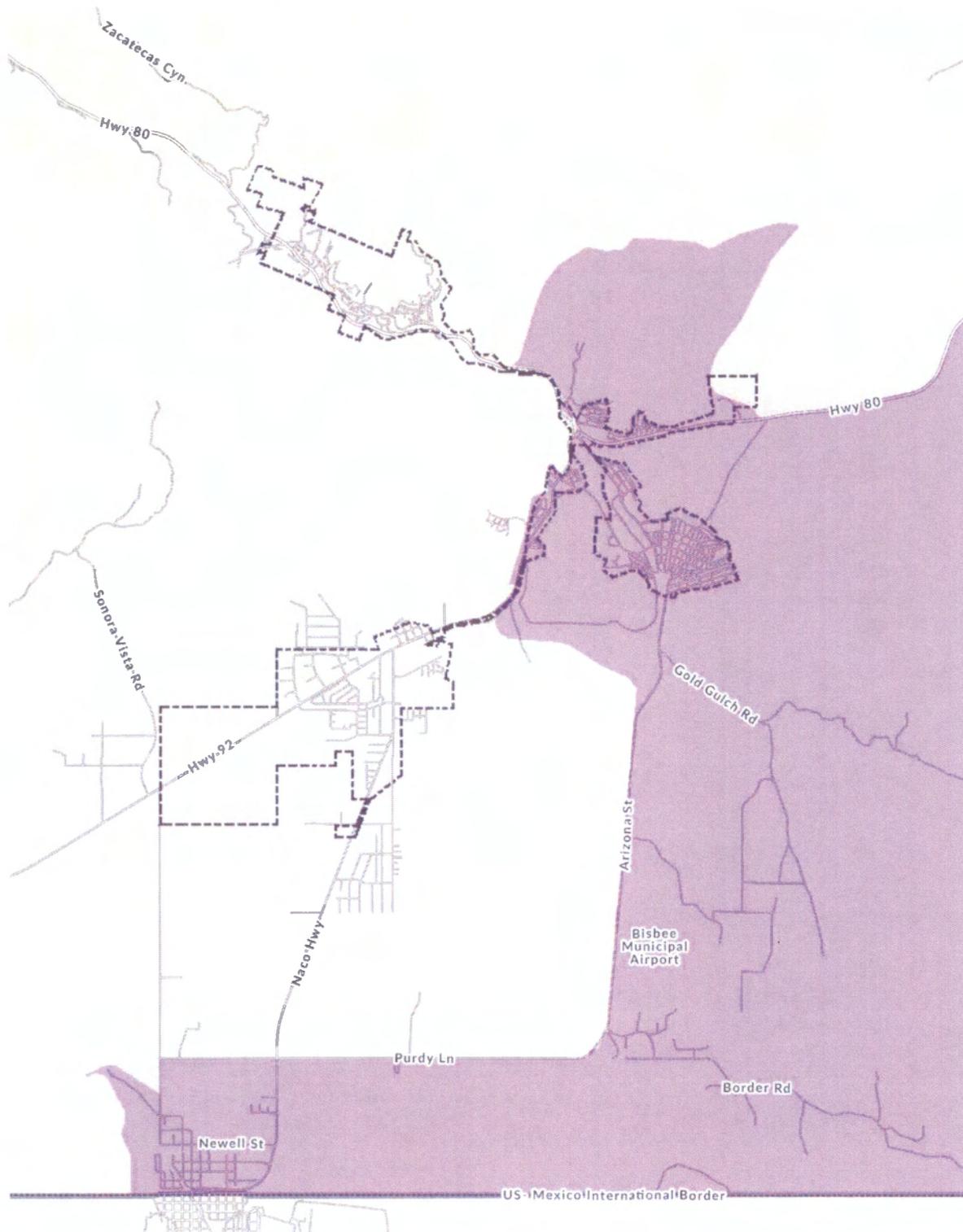
Issues:

- ADA Accessibility and liability
- Ownership of the stairs and the parcels they serve
- Continual maintenance
- Drainage/water flow over steps has contributed to deterioration and uneven wear on surface tread
- Vegetation: in some areas, vegetation has overgrown stairs.
- Handrails: In some places are broken or even missing.
- Cracks: vertical and horizontal cracking can present trip hazards.
- Design: Stairway height versus depth (rise over run) does not meet the current Uniform Building Code in many situations.



Figure 11: Steps and Stairs

Opportunity Zones



Opportunity Zones

Figure 12: Opportunity Zones

Opportunity Zones

Opportunity Zones are designed to spur economic development and job creation in economically distressed communities. Opportunity Zones offer investors a mechanism to defer Capital Gains tax and, in some cases, pay no tax on the investment appreciation. Investment opportunities in Opportunity Zones include purchasing vacant land and building a qualified facility, but it also includes rehabilitation of an existing facility. Notably, this designation extends to property within Naco and the Warren District, where indicated on Figure 12.

Enterprise Zones

Enterprise Zones

The primary goal of the Arizona Enterprise Zone Program is to improve the economies of areas in the state that have high poverty and/or unemployment rates. It does so by enhancing opportunities for private investment in certain areas that are called enterprise zones. Property within that area is eligible for income or premium tax credits and property tax reduction. The Enterprise Zone designation applies to all of incorporated property in Bisbee. In fact, it covers nearly all of Cochise County. However, as indicated in Figure 13, it does not include property within the majority of the Naco townsite.

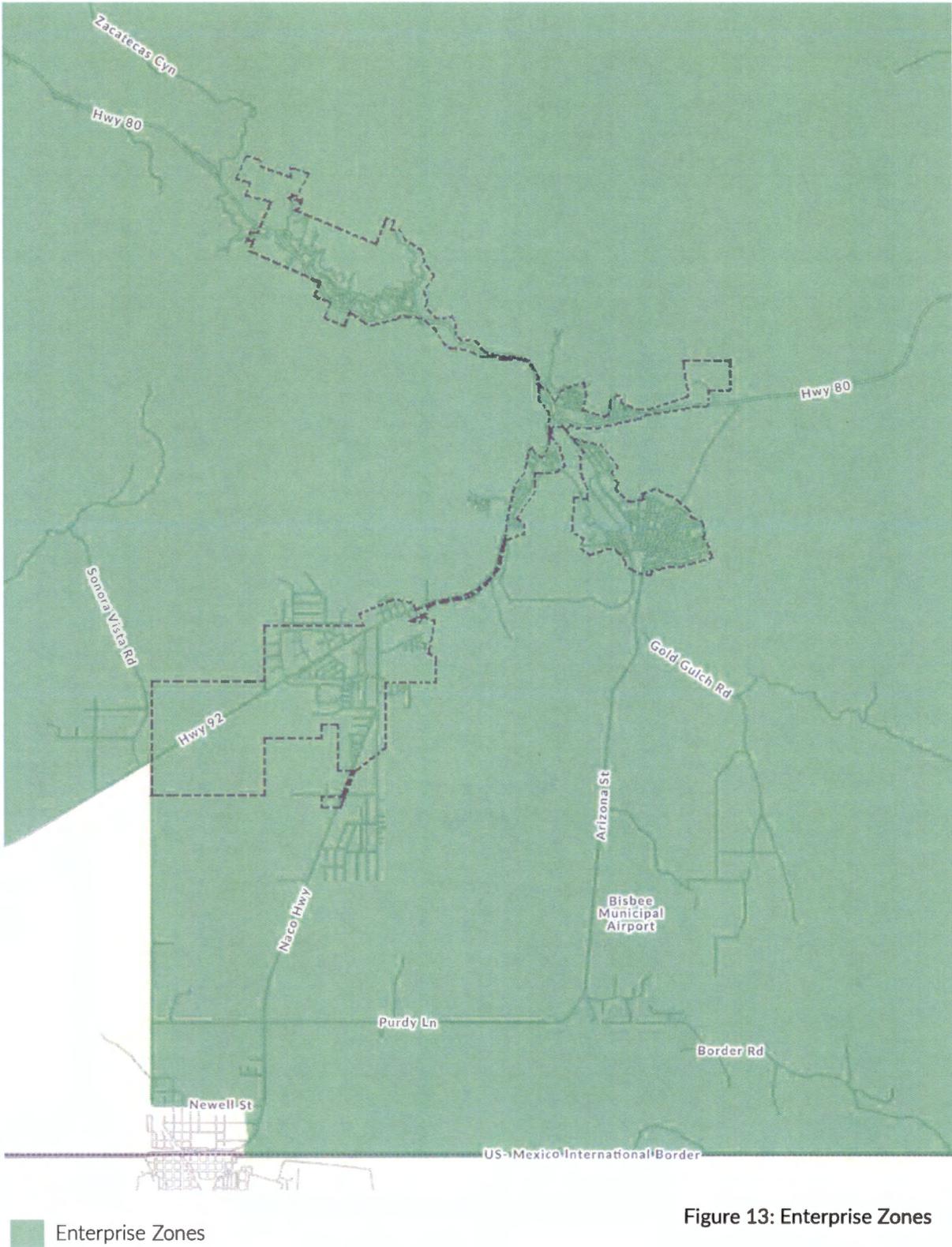
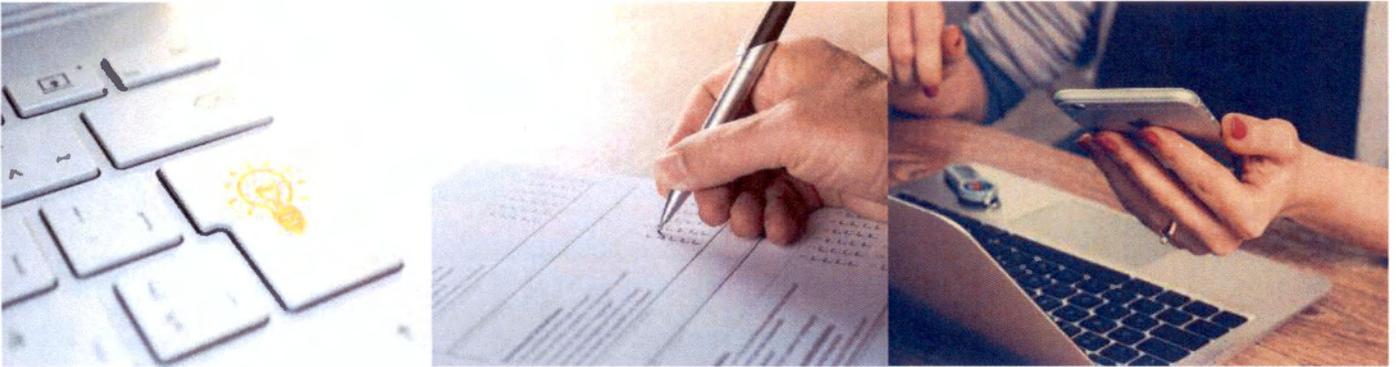


Figure 13: Enterprise Zones

Chapter 3: Public Engagement

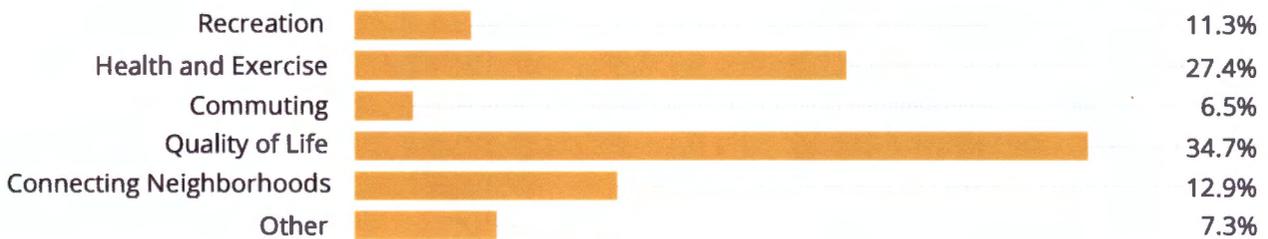


A ten-question online survey was conducted in June of 2020. Paper copies were also made available in various locations within the City of Bisbee. The responses from 110 surveys are recorded as follows. The following section is a description of the questions asked and the responses provided.

What is your age?



What would you consider the most important benefits and uses of bicycle and pedestrian paths?



The majority of survey respondents that selected "other" specified "all of the above" as the most important benefit.

While it cannot be assumed that the survey respondents are directly representative of the views of all Bisbee/Naco residents, there seemed to be consensus on some issues. Overall, survey respondents thought bicycle and pedestrian improvements were very important for enhancing quality of life. While most respondents characterized themselves as casual bicyclists, a lack of connected routes was of significant concern.

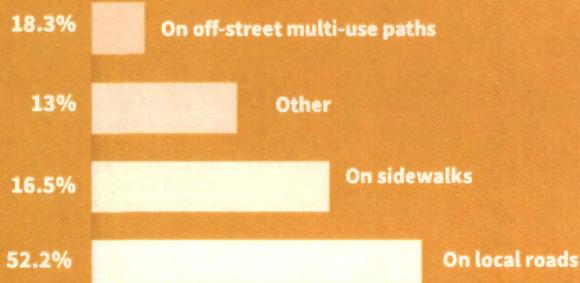
How often do you walk or bicycle between home and work, school, or to run an errand?



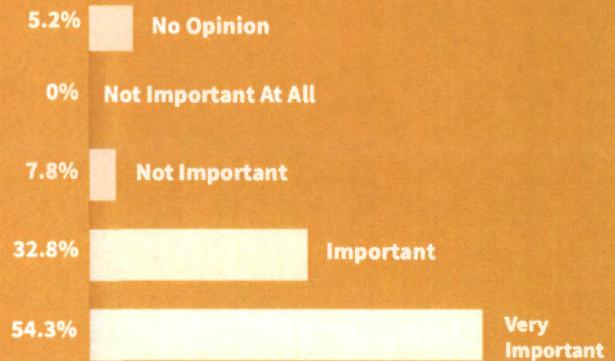
How often do you walk or bicycle for social, recreational or exercise purposes?



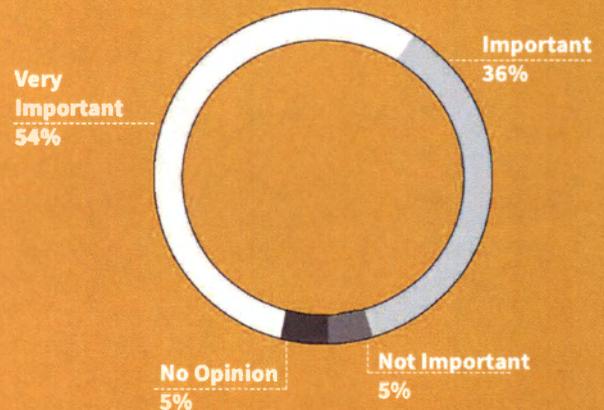
Where do you regularly walk or bicycle?



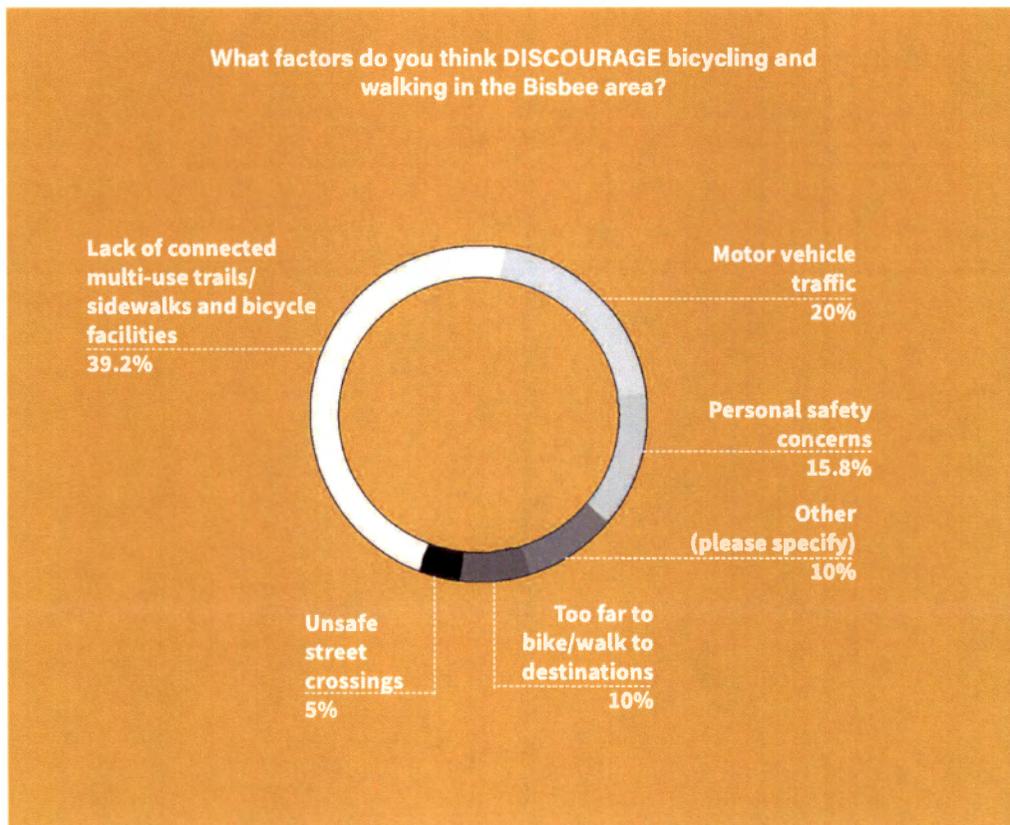
How important is bikability and/or walkability in your choice of where to live or work?



How important is it for the County/local government to invest in bicycle and pedestrian paths?



Chapter 3: Public Engagement



How comfortable or confident are you about bicycling?



Which three locations could be enhanced to improve the bikability and walkability of the area?

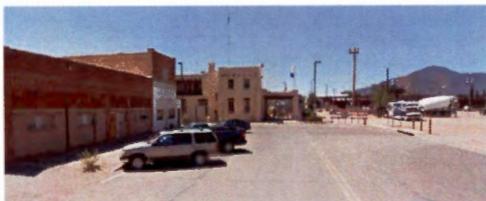
TOP 5 RESPONSES LISTED BELOW



There was significant variations in response by respondents answering this open-ended questions. Out of the 211 recorded answers, for this question, the Lavender Pit received the highest number of responses. Due in part to the community interest for the improving the walk-ability of the Lavender Pit, the City initiated a feasibility study in November of 2020. The results of the study suggested that SR80 could be reduced from four vehicular travel lanes to two vehicular travel lanes with a center turn lane, while still adequately and safely accommodating peak car and truck traffic. The travel lane reduction will provide room for an at-grade, but physically separate, shared-use path. The City of Bisbee has received a grant of \$4.5 million from the Department of Commerce, Economic Development Administration (EDA) as well as \$4 million in congressionally directed spending for the final design and construction of this path. The construction of the path is anticipated to be complete by fall of 2026.

The Naco Townsite

Figure 14: Naco Existing Conditions



1. The Naco, Arizona Port of Entry has been in existence for more than 100 years. The historic border station was built in 1937 and currently provides Customs Border Patrol office space. Pedestrians typically enter the port of entry by traveling south on Towner Avenue to its terminus. The Safeway grocery store in Bisbee is a frequent destination for Mexicans traveling north. There are several historic commercial buildings along this corridor. Streetscape enhancements/sidewalk improvements are recommended to improve connectivity to this important destination and incentivize economic development.



2. Naco Elementary School is a kindergarten through 8th grade public school, that serves approximately 300 students. It is the only school in Naco and nearly all students (99%) are Hispanic. A significant number of students can be observed walking to and from this school daily. Improved pedestrian connections are recommended.



3. Camp Naco (also known as Camp Newell) was constructed beginning in 1919. It first housed military personnel during the Mexican Revolution and later served as a base camp for the Civilian Conservation Corps. Numerous structures remain on this historic site. Camp Naco is owned and maintained by the City of Bisbee. The City is currently restoring the historic buildings and converting the property to a community center, community farm, and museum.



4. Purdy Lane is a two-lane east-west minor collector road that spans nearly four miles in length, connecting Willson Road to Arizona Street. This is a narrow road with power lines present, close to the edge of road on both sides of the road for most of the road's length. While the majority of the road is paved, the westernmost 0.75 mile of the roadway is compact dirt. The area immediately adjacent to the road is fairly level and compact but not paved. Although this is a public road under County maintenance jurisdiction, it exists nearly completely within easements. Consequently, there is limited potential to incorporate bicycle or pedestrian improvements by widening the roadway.



5. Willson Road is a two-lane north-south major collector road that connects Highway 92 to Naco. This is one of the two north-south roadways that brings vehicular traffic to and from Bisbee. This is a narrow, paved road with intermittent cattle guards. The area immediately adjacent to the road is fairly level and compact but not paved. Although this is a public road under County maintenance jurisdiction, it exists nearly completely within easements. Consequently, there is limited potential to incorporate bicycle or pedestrian improvements by

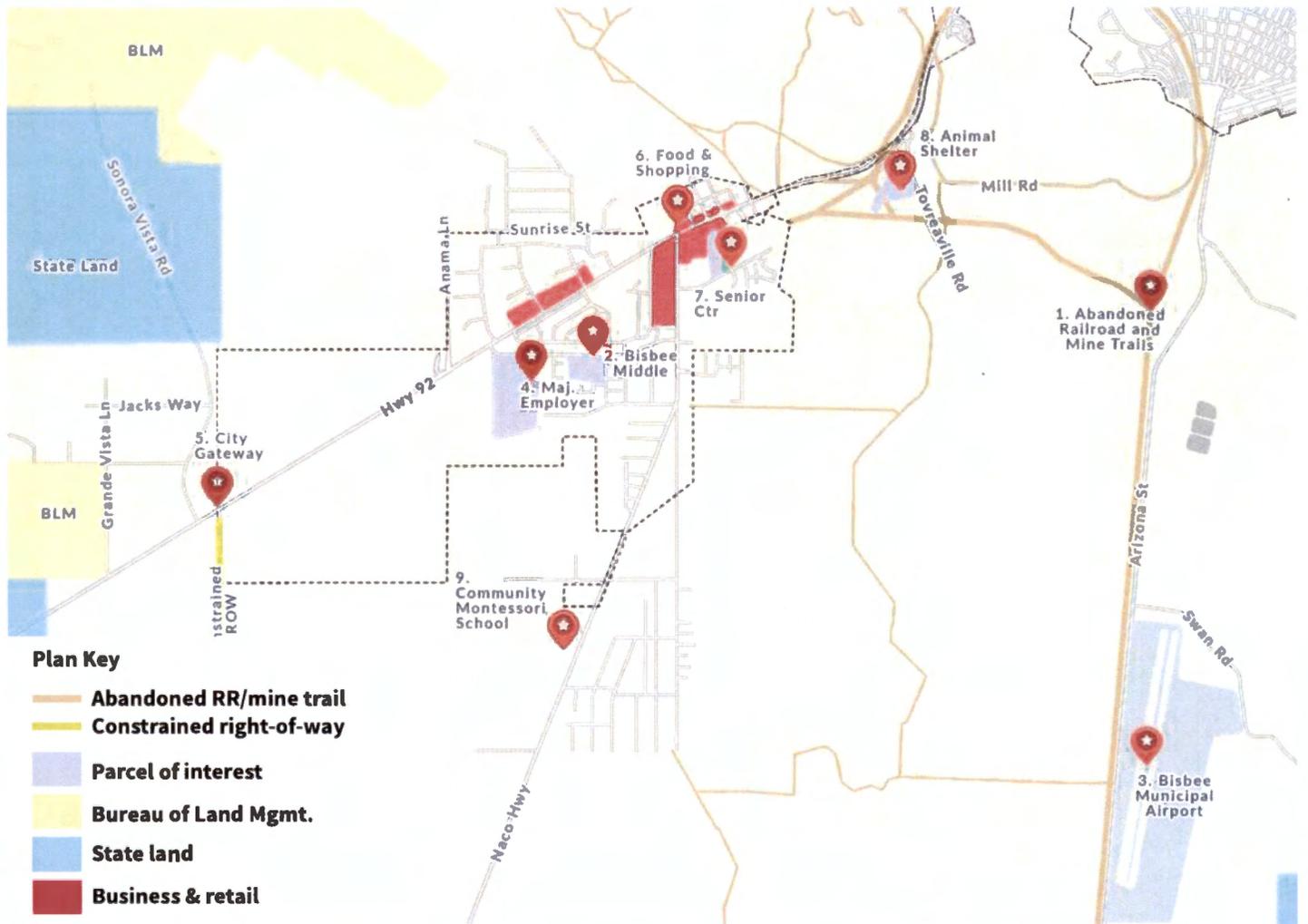


6. Greenbush Draw runs roughly east-west along the northern edge of Naco, eventually joining the San Pedro River. Clovis artifacts and mammoth bones have been recovered from Greenbush Draw, making this natural feature important from both an archaeological and environmental standpoint

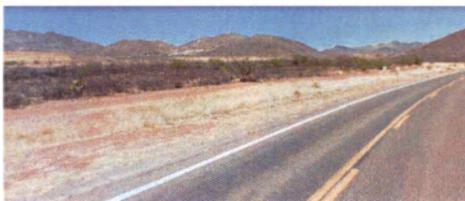


7. Abandoned Railroad. An abandoned railroad easement runs east-west through the Naco area, where indicated in Figure 14.

Figure 15: San Jose Existing Conditions



THE BISBEE AREA MOBILITY MASTER PLAN



1. Abandoned Railroad/Mine trails easements for abandoned railroads and mine trails not in use are present to the east of the San Jose district and could potentially connect San Jose to the Sun Corridor Trail as well as other Bisbee Districts.



2. Bisbee Middle School While this school has closed due to a declining school age population, it sits on a 10.25-acre school-board owned parcel. This currently houses the Bisbee Library Annex and the Bisbee Science Lab. A Firewise garden was just installed and there are other plans to develop the area into a sustainable education center with opportunities for recreation.



3. The Bisbee Municipal Airport is approximately 6 miles southeast of Bisbee City limits. It includes two runways and its operations are overseen by the Public Works Department of Bisbee.



4. Cochise County (major employer) is one of the largest employers within Cochise County. The Bisbee office serves as the main office and houses a significant number of employees during weekdays. There is an multi use asphalt trail on site, where indicated in Figure 15, for the use of employees and the general public.



5. City of Bisbee Gateway - the western City limits to the Bisbee is at the intersection of Highway 92 and Willson Road. Currently, there is just a standard roadway sign. The addition of a more visible and attractive gateway could help romote toursim and area vibrancy.



6. Highway 92 Food and Shopping - the major grocery store for the City is at the intersection of Naco Highway and Highway 92. There is also several restaurants and gas stations along this corridor. The grocery store, in particular, attracts many non-vehicular users.



7. Bisbee Senior Center is a facility that seeks to enhance the health and general well-being of citizens age 50 and older. In addition to providing a variety of weekday activities, the location also houses a thrift shop, and provides health checks. In addition, an undeveloped 8.65 acre City owned parcel sites between the senior center and the grocery store.

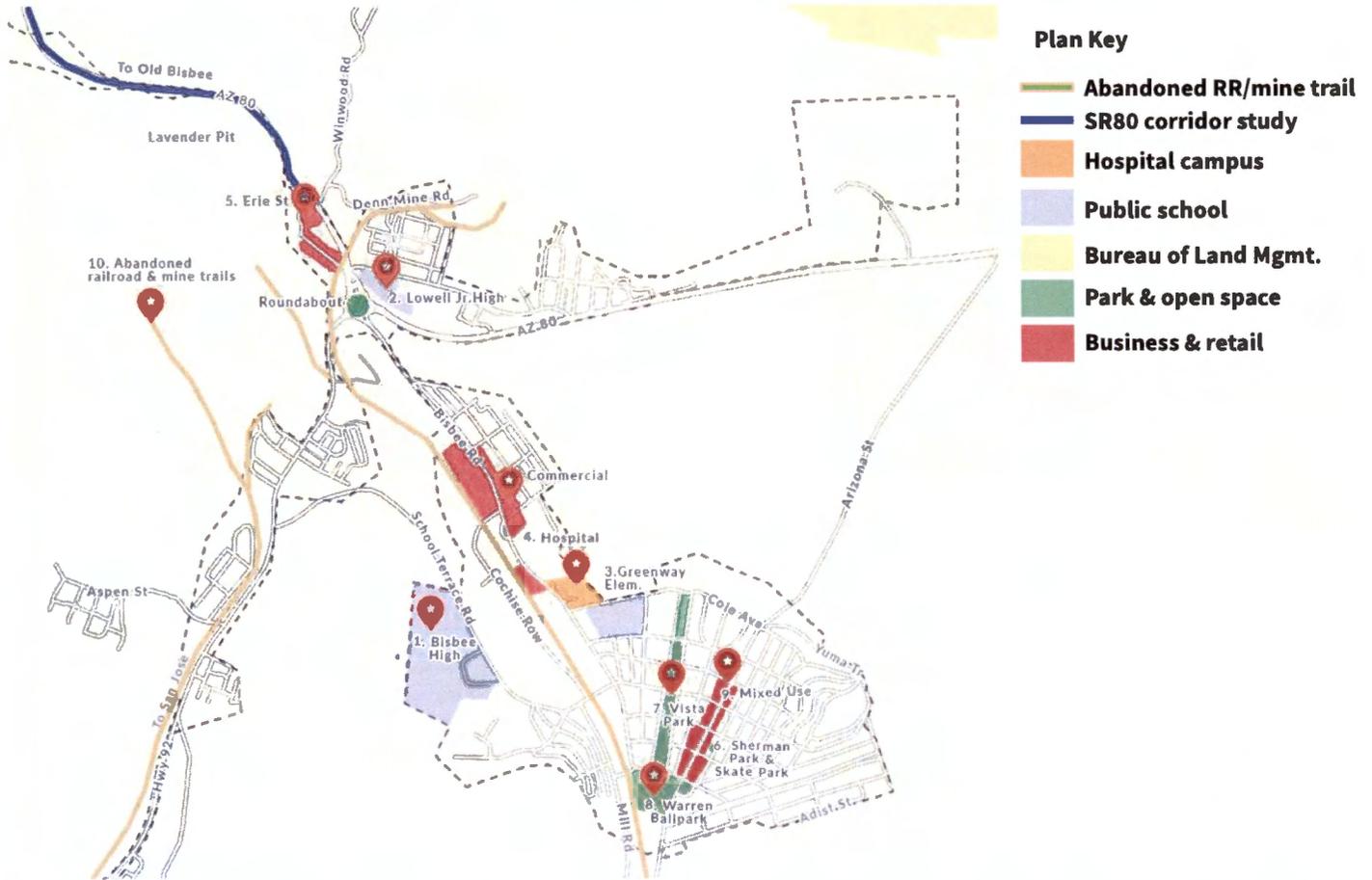


8. Bisbee Animal Shelter is a facility run by not-for-profit organization, Friends of the Bisbee Animal Shelter, that serves Bisbee residents. In addition to adoptions and rescues, the shelter also operates a free public dog park, a volunteer-run retail store, a volunteer foster program as well as a program to spay and neuter stray animals intended to keep the stray animal population under control.



9. Community Montessori School is a small private school that serves students from ages 3 to 12. While the facility itself is small, it sits on approximately 12-acres of land with direct vehicular access to Naco Highway.

Figure 16: Warren Existing Conditions



THE BISBEE AREA MOBILITY MASTER PLAN



1. Bisbee High is one of three public schools located in Bisbee. It serves approximately 280 students in grades 9-12.



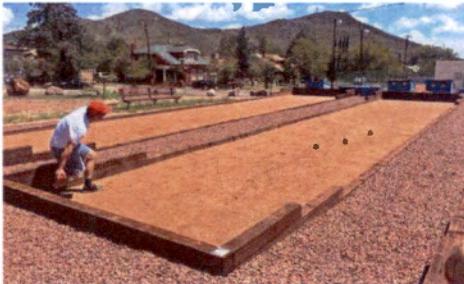
2. Lowell Junior High is one of three public schools located in Bisbee. It serves approximately 150 students in grades 6-8.



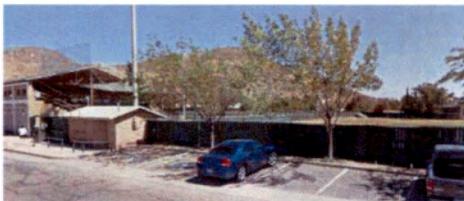
3. Greenway Elementary is one of three public schools located in Bisbee. It serves approximately 250 students in grades K-5.



4. Copper Queen Community Hospital is a 25-bed rural acute care critical access hospital that provides a broad range of in- and out-patient services.



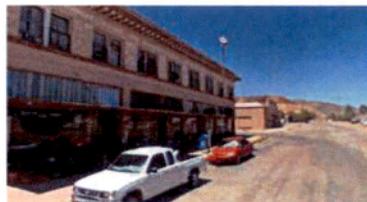
7. Vista Park is a community green space/focal point that was recently upgraded in 2018 to include bocce ball courts, a pavilion and new playground equipment. It is also home to the popular weekly community farmers market. Despite the pedestrian attractions, the area lacks sidewalks and designated bike lanes.



8. Warren Ballpark is a historic baseball park. It is home to the popular Copper City Classic Vintage Base Ball Tournament held each April. In addition, the park was recently home to the Tucson Saguaros of the Pecos League and the Bisbee-Douglas Copper Kings of the independent Arizona-Mexico League. Both Bisbee High and Lowell Jr. High use the field for school sports. Finally, the ballpark hosts many large-scale concerts.



5. Erie Street is a tourist attraction that offers a snapshot into life in the 1950s, complete with vintage cars. Erie Street is most of what is left of Lowell, Arizona, a mining town incorporated into Bisbee in the early 1900s. It also includes some businesses, like the popular Bisbee Breakfast Club restaurant.



9. Non-residential use. While the Warren District includes a significant amount of residential use, the non-residential use provides important employers to the area. In addition, there is a Boys and Girls Club on Arizona Street that provides affordable after-care to area children.

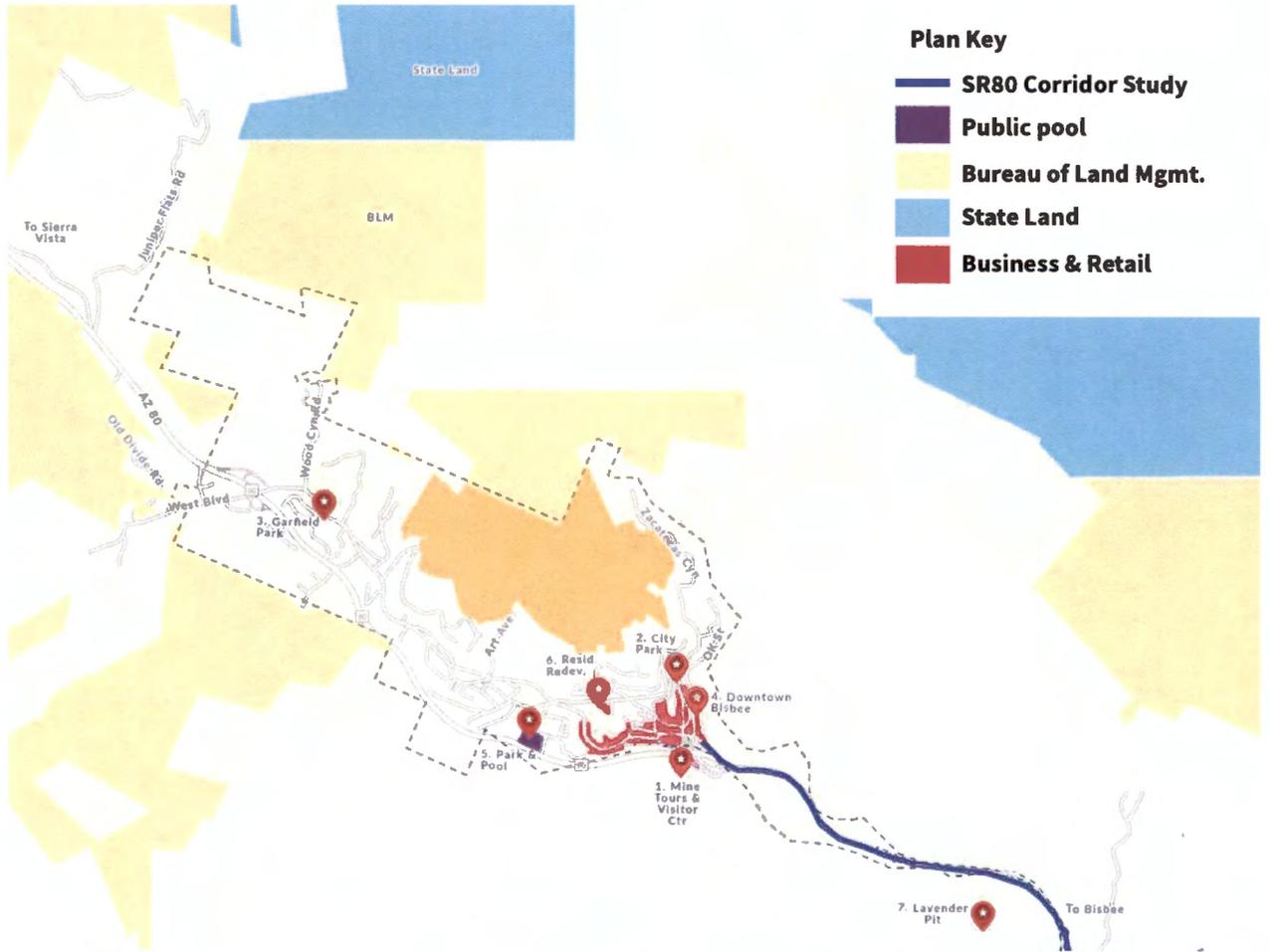


6. Paul Park and the Bisbee Skate Park provide additional recreation to Bisbee residents. Paul Park is directly adjacent to the Warren Ballpark. It offers a ramada and a swing set. The skate park features a 130'x50' concrete platform and graffiti art.



10. Abandoned railroad and mine roads easements link many of the identified pedestrian attractions within the Warren District. In addition, the grade-separated overpass easement could serve as a route alternative for pedestrians and bicyclists the roundabout.

Figure 17: Old Bisbee Existing Conditions



1. Bisbee Visitor Center & Queen Mine Tours are co-located near the entrance of the Old Bisbee District. Visitors can learn more about the City and its offerings before taking a hard-hat tours through a century-old underground mining complex.



2. City Park is a centrally-located park, that features a band shell, bleachers, basketball court and ramada.



3. Garfield Park features a ramada, play set, greenspace and benches. It is located on the northwest end of downtown Bisbee.



4. Downtown Bisbee. The Bisbee Historic District, which was listed in the National Register of Historic Places in 1980, encompasses most of the community's retail stores, entertainment venues, and government services associated with the County. Many of the existing turn-of-the-century Victorian structures, miners' boarding houses, and former saloons, have been transformed into bed and breakfast establishments, shops, antique stores, cafes and restaurants.



5. City Pool & Higgins Park. The City Pool officially opened in 1969. The site features a large, solar-heated pool, a baby pool, a slide and a building for change rooms. Higgins Park includes an outdoor exercise court, tennis/pickleball courts and a basketball court for public use.



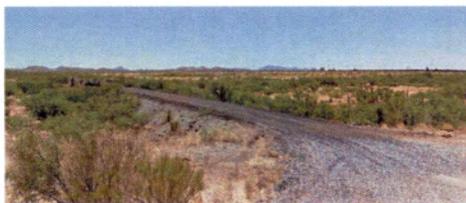
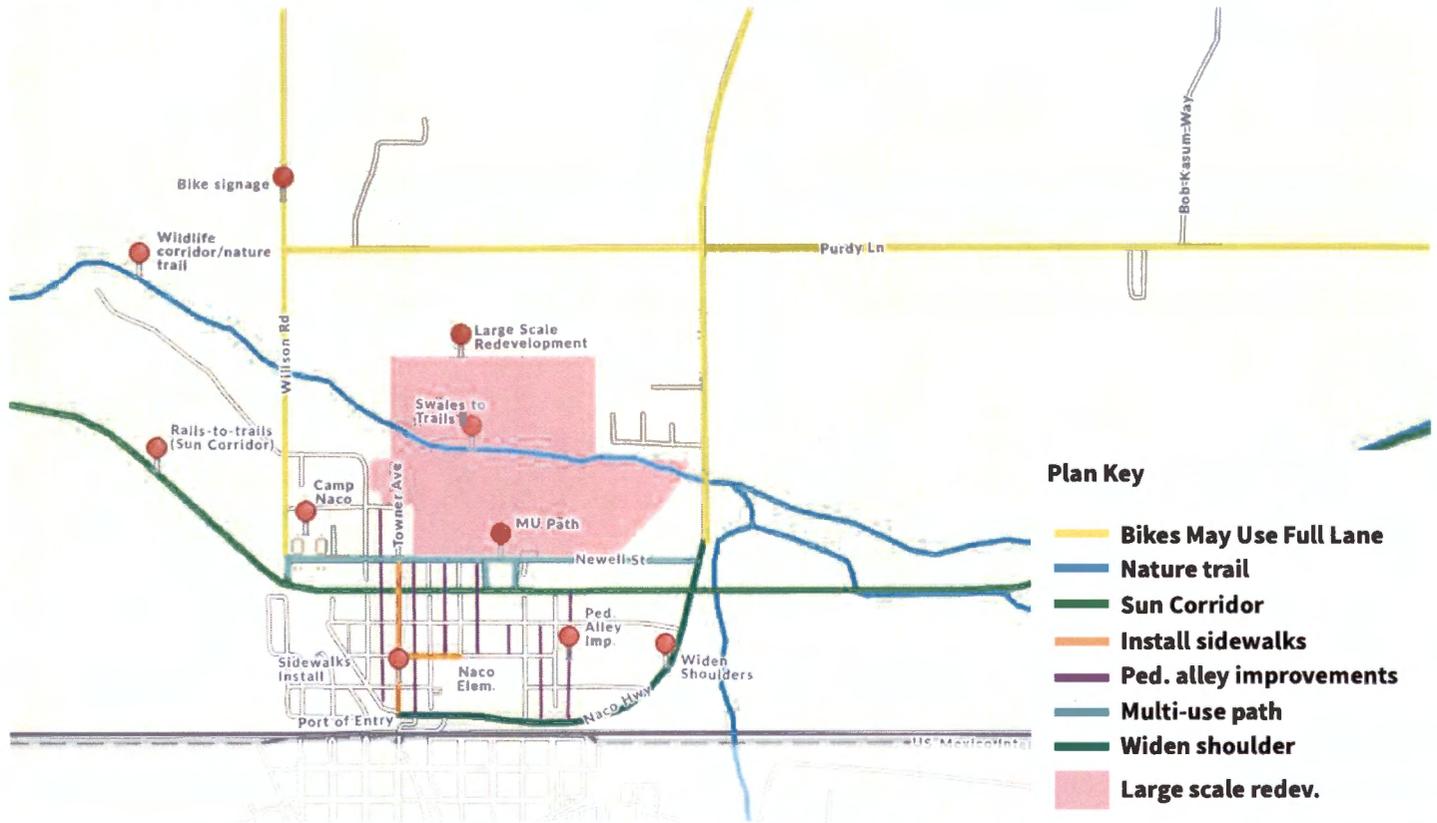
7. Lavender Pit. The Lavender Pit is a closed copper, gold and silver open air mine that measures 4,000 feet wide from north to south, 5,000 feet long, and 850 feet deep. It includes a scenic overlook with information for visitors. The adjacent SR 80 is the only connection to Old Bisbee from the rest of Bisbee's subdistricts. It is the subject of the SR 80 corridor study which assessed options for integration of a shared-use path within the right-of-way.



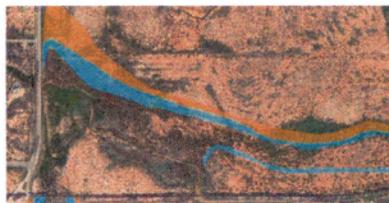
6. Cochise County (future residential) formally Old Bisbee High, this historic structure was recently sold to a private developer. It is being converted into condominiums which will bring many new residents to Old Bisbee, once complete.

Bisbee is unique community in that it does not follow a typical geometrically-guided subdivision pattern. Rather, parcels and the streets follow the contour of the canyon and gulches in which they are located. Moreover, the City was designed prior to the automobile so many roads are narrow and steep. The district's main corridor, Tombstone Canyon, is within the 100-year floodplain. It includes a canal system to help control flooding. A major challenge for Old Bisbee is how to balance all forms of transportation, as well as stormwater control, within its limited right-of-way realm.

Figure 18: Naco Recommendations



1. The Sun Corridor Trail is a rails-to-trails project that will provide regional connectivity between Nevada to southern Arizona. Within the Naco Townsite, this trail will follow the existing east-west San Pedro/Union Pacific rail line. This corridor connects with a north-south trail route approximately 3 miles of east of Naco.



2. Greenbrush Draw is a significant wash and designated floodway within Cochise County. There are strict development limits in and around this corridor, which provides opportunity for its preservation and use as a wildlife corridor/nature trail.



3. Naco Highway is a minor arterial road that connects the port of entry and the eastern side of Naco to Bisbee. There is a paved shoulder on both sides of the roadway. The width of the shoulder varies considerably. The dark green portion of the road shoulder in Figure 18 is approximately 3' in width. This should be extended to match the 8'-10' in width of the road shoulder that begins 400' north of the Newell Road intersection. This improvement can occur during the next scheduled maintenance resurfacing.



4. Towner Avenue and Valenzula Street:

Naco Elementary draws students from both sides of the international border. There is a significant amount of school-age pedestrians that would benefit from an enhanced pedestrian system to-and-from the border to the school. The most direct connection is along Towner Avenue to Valenzula Street. Continuous sidewalks are recommended where indicated on Figure 18. Towner Avenue serves as the historic downtown commercial corridor for Naco and is an important international gateway.



8. Large Scale Redevelopment The two parcels indicated in pink on Figure 18, encompass 200 acres of privately owned land, zoned recreation/open space. These parcels are the site of the formal Turquoise Valley Golf Course. While at this time it is unknown how or when this property will redevelop, it is unlikely that it will be restored into a golf course. It is recommended that, in conjunction with any redevelopment, the County shall request the applicant apply for "Planned Development" rezoning, which requires that a minimum of 50% of the site be set aside for recreational use.



5. Pedestrian Alley

Improvements Naco is connected by a residential alley network. Increasingly, nationwide, there is a trend to transform alleys from service corridors into desirable public space. High quality alleys should include lighting, paving, and, potentially, additional vegetation and public art. With additional shade, slower speed limits and direct connections to residential spaces, the transformation of alleys can help connect some of the most vulnerable of the population, such as the children and elderly, to important destinations and other trails.



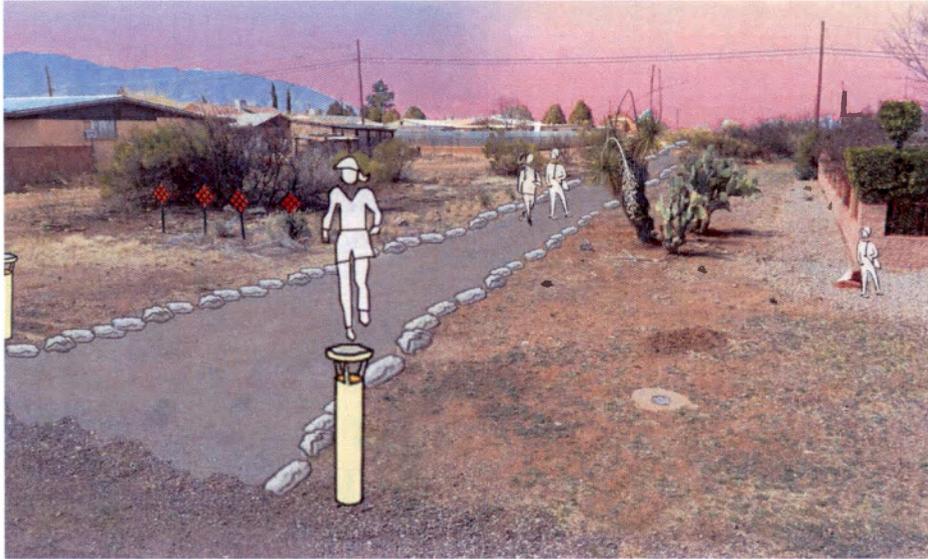
6. Newell Street is one block north of the proposed east-west Sun Corridor trail. This low volume road, which includes a residential RV park and a large-scale (200 acre) redevelopment site, presents a good opportunity for a future paved multi-use trail on the southern side of the roadway. Connections to the Sun Corridor Trail can be made through existing easements, where indicated in Figure 18.

7. Camp Naco Grant funded work is underway on the rehabilitation and enhancement of Historic Camp Naco. The improved site will include community meeting space, a museum, community farm, and outdoor community event space. The project is anticipated to be complete in 2027.

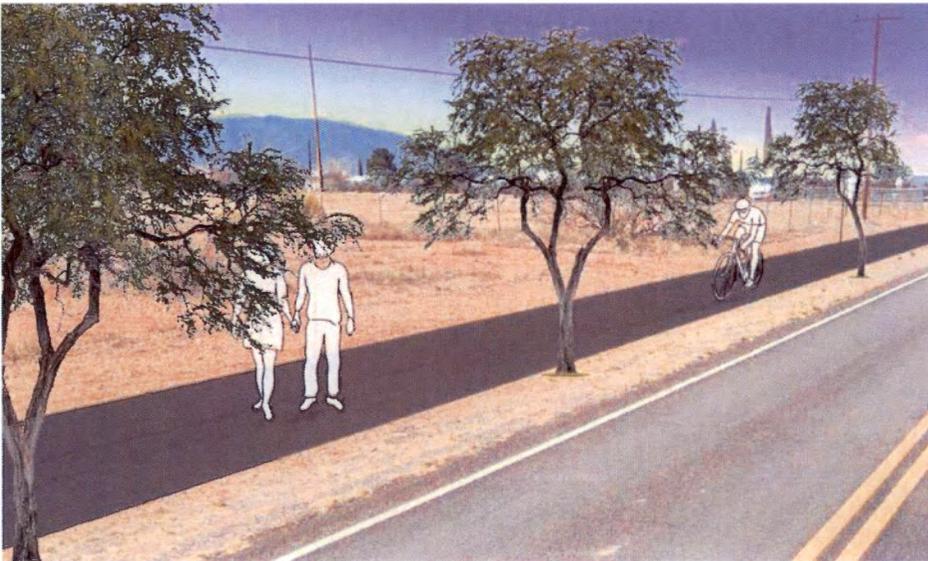


9. Bike signage The plan recommends the installation of "Bicycles May Use Full Lane" signs, where indicated on Figure 18. The intent of the sign is to encourage motorists to change lanes in order to pass bicyclists. The installation of these signs is most important along roadways where bicyclist travel is common and desirable, but the constrained right-of-way leaves roads with lanes that are too narrow to be safely shared side-by-side by a bicycle and a vehicle for travel. Within Naco, Purdy Lane and Willson Road are good candidate roads for this signage.

The Naco Townsite



Sun Corridor Rails-to-trails



Newell Street Multi-Use Path

Towner Avenue Sidewalk Installation



Naco Elementary Pedestrian Alley Improvements



Naco Highway Widen Shoulders, Install Signage

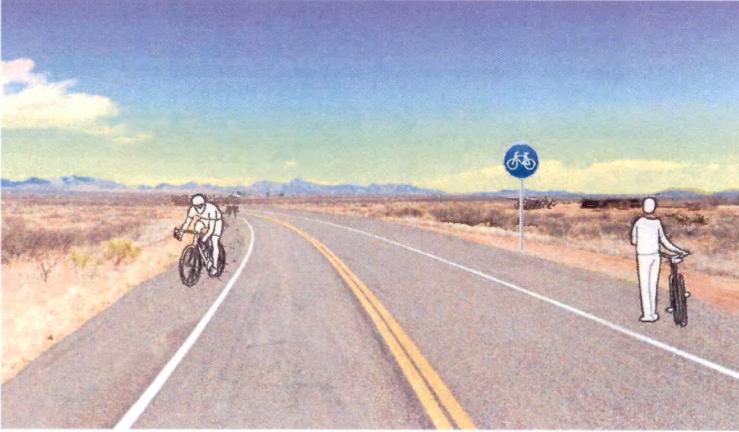
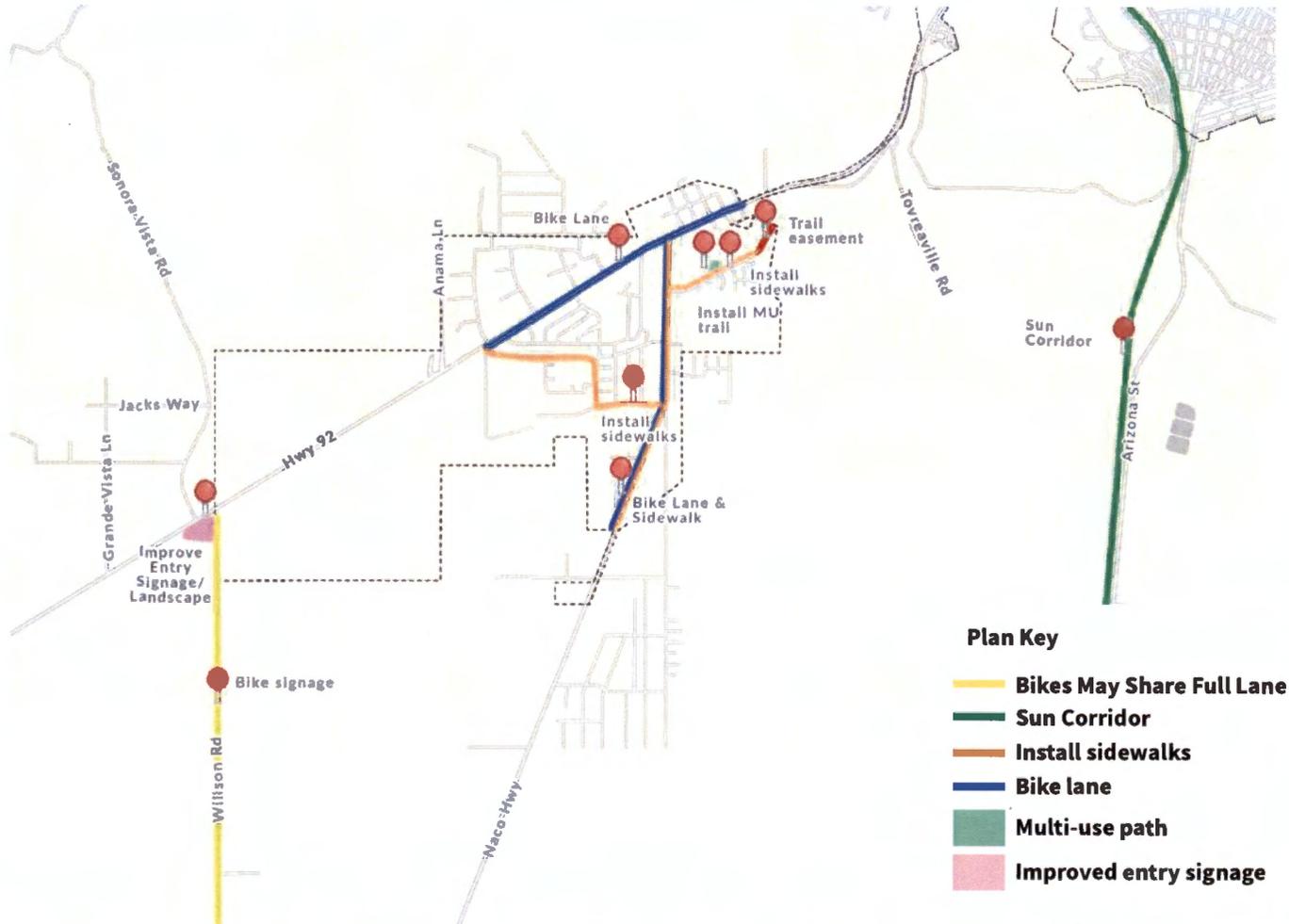


Figure 19: San Jose Recommendations



1. Improved entry signage and landscape the San Jose entry, where indicated in Figure 19, is a major City gateway. To date, there is a only a small regulatory sign that indicates the City limits. The City should coordinate with ADOT to replace the current sign with upgraded landscape and entry signage.



2. Bike Lanes (Hwy 92). Highway 92 is a minor arterial. Currently there is a wide shoulder. Marked and signed bike lanes are most appropriate in the locations indicated in blue on Figure 19. There is a higher degree of development and more frequent curb cuts than the segments of the road that are not color coded.



3. Mixed Use Trail Connection (between the senior center and the grocery store). There is an undeveloped 8.65 acre City owned parcel, connecting the senior center to the rear of the grocery store. Installation of a mixed use trail is recommended on this parcel to provide additional recreation for senior center users and to provide an alternate connection to these two uses.



4. Bike Lanes and Sidewalks (Naco Highway). Naco Highway is a minor arterial. Marked and signed bike lanes are most appropriate in the locations indicated in blue on Figure 20. There is higher degree of development and more frequent curb cuts once the road enters the City's jurisdiction. In addition, the City portion of Naco Road includes a curb and gutter stormwater conveyance system, however there is no paved shoulder. A sidewalk is present along some of the corridor. Where a sidewalk is not included, there is considerable wear to the ground, indicating frequent use by pedestrians and a need for a paved sidewalk surface.

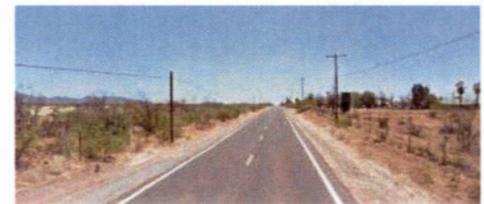
Alternatively, along this portion of Naco Highway, the City could consider reducing the number of lanes from four lanes to three. A road diet in this area would provide more room for non-vehicular travel and a buffer for pedestrians, similar to the pedestrian improvements being considered near the Lavender Pit. This recommendation is significantly more expensive than a sidewalk and bike lane suggested above and would require a traffic study to verify its impact on Naco Highway's road capacity.



5. Sidewalk Improvements
There are few sidewalks within the San Jose District. Based on existing land use, land ownership, potential to connect to the larger trail network, and bus routes, additional sidewalks could be most beneficial where indicated in orange on Figure 19. The Melody Lane/San Jose Drive/Hereford Road sidewalk generally follows the bus route in the area and would connect County and City facilities. The Collins road sidewalk could provide a back route for shopping along Highway 92 and connect to a future Sun Corridor Spur.



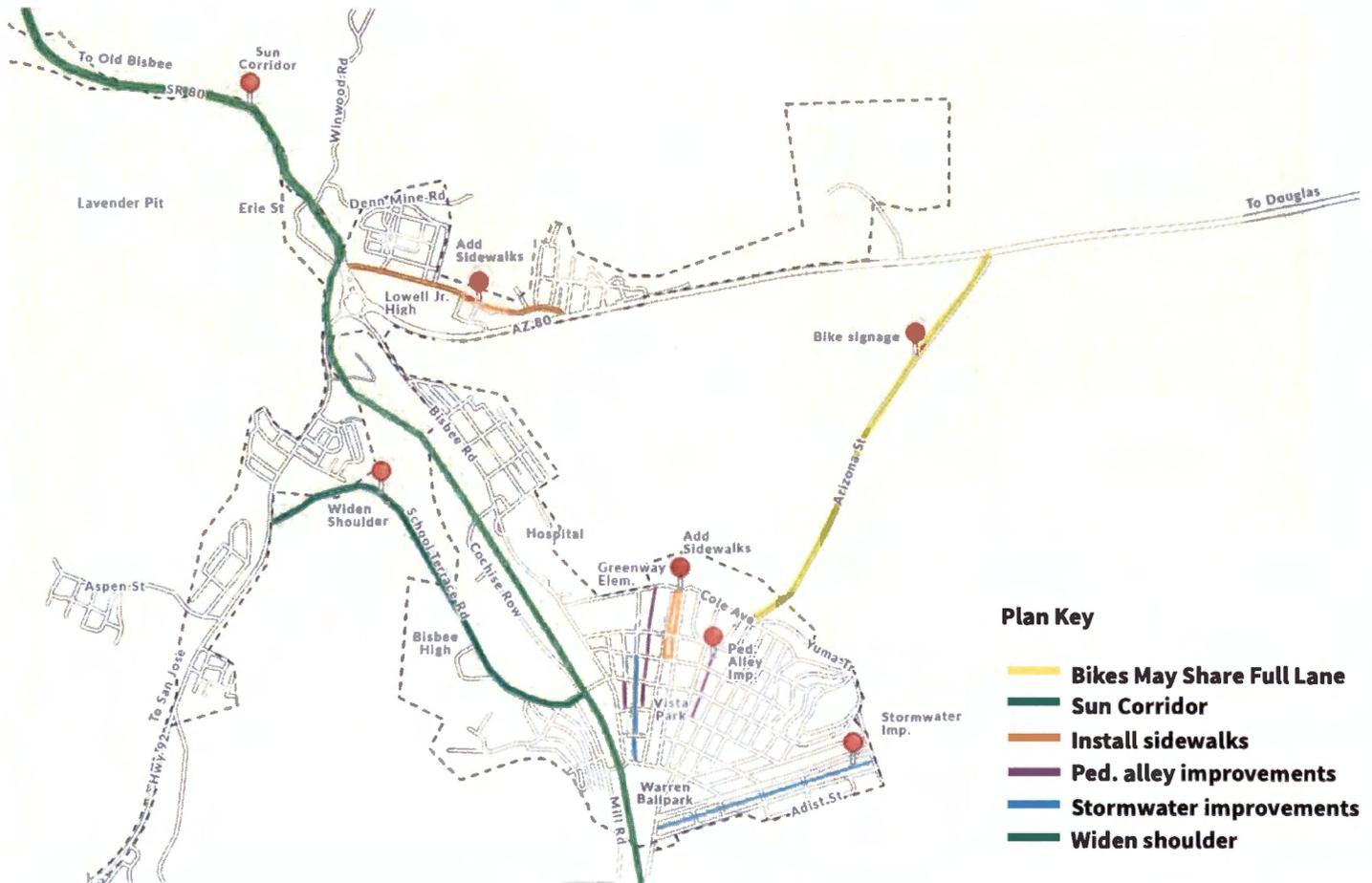
6. The Sun Corridor Trail is largely a rails-to-trails project that will provide regional connectivity between Nevada to southern Arizona. The conceptual alignment does not enter into the San Jose District. However, there is an east-west rail easement (see Figure 19) that could connect San Jose to the Sun Corridor alignment, the Bisbee Municipal Airport and the Warren District. Also there is an easement abutting the north side of Highway 92 which could provide a faster and looped connection to Old Bisbee.



7. Trail Easement. The red line in Figure 19 indicates where Collins Road and the rail easements end and are separated by 15.75 acre privately owned property. This commercially zoned property is currently undeveloped. Ideally, a trail easement could be created on the property to connect Collins Road, and the San Jose District, to the regional trail network.

The Warren District

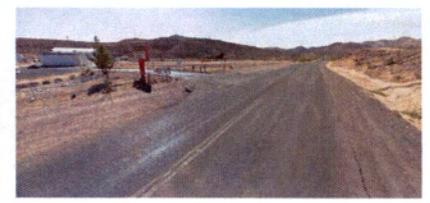
Figure 20: Warren Recommendations



1. The Sun Corridor Trail is largely a rails-to-trails project that will provide regional connectivity between Nevada to southern Arizona. Within the Warren District, this trail will follow the existing north-south easement owned by Freeport McMoRan, where indicated in Figure 20.



2. Sidewalk Improvements
There are many non-continuous sidewalks within the Warren District. The locations illustrated in Figure 20 are considered near-term sidewalk recommendations due to their proximity and connections to Greenway Elementary and Lowell Junior High as well the northern limits of Vista Park.



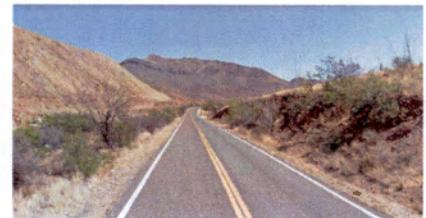
3. School Terrace Road is a major collector road. It is along the public bus route, and directly connects to Bisbee High School. The road is somewhat removed from the greater community; however, for the reasons just stated it still attracts a significant amount of non-vehicular activity. Bike enhancements, in the form of a wider shoulder are recommended, to promote safer bike travel to and from school.



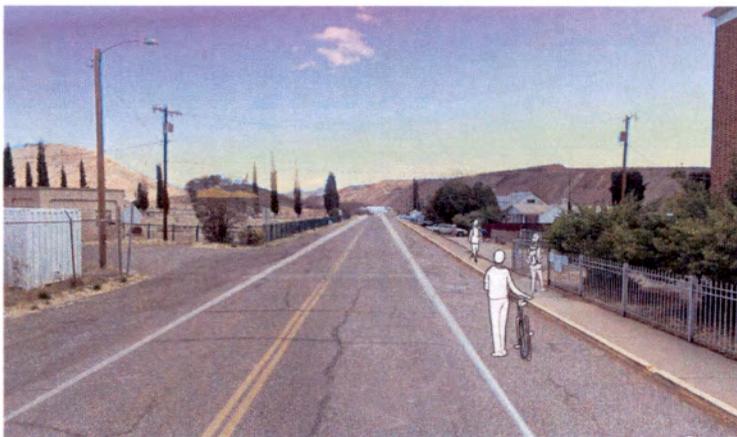
4. Improve/beautify stormwater treatment within Warren. The City must maintain and direct stormwater off of the roads within Warren. There is a hard surface ditch system present in places, consuming right-of-way. To the maximum extent possible, this system should be improved to make it aesthetically-pleasing and a part of the overall streetscape. Decorative railings, in particular, are recommended, due to their dual purpose as a low-maintenance safety and aesthetic improvement. Local art and painting should also be considered, where feasible.



5. Pedestrian Alley Improvements. Warren is connected by a residential alley network. Increasingly, nationwide, there is a trend to transform alleys from service corridors into desirable public space. Improved alleys should include lighting, paving, and potentially, additional vegetation and public art. With additional shade, slower speed limits and direct connections to residential spaces, the transformation of alleys can help connect some of the most vulnerable of the population, such as the children and elderly, to the local and regional trail network.

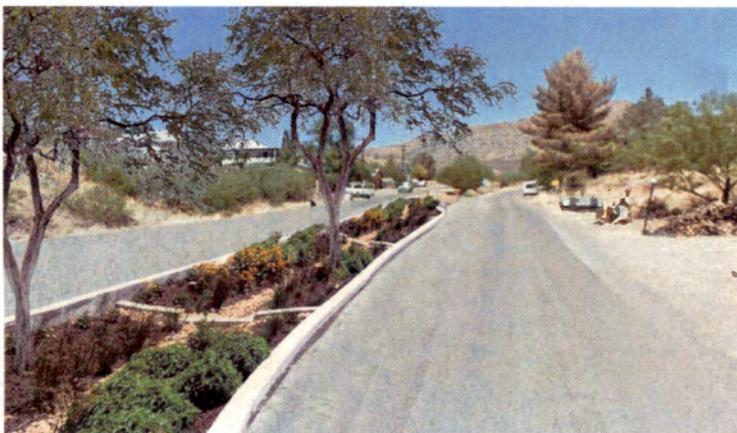


6. Bike signage. The plan recommends the installation of “Bicycles May Use Full Lane” signs, where indicated on Figure 20. The intent of the sign is to encourage motorists to change lanes in order to pass bicyclists. The installation of these signs is most important along roadways where bicyclist travel is common and desirable, but the constrained right-of-way leaves roads with lanes that are too narrow to be safely shared side-by-side by a bicycle and a vehicle for travel. Within the Warren District, Arizona Street is a good candidate road for this signage.



Old Douglas Rd
Sidewalks
and Bike
Lane

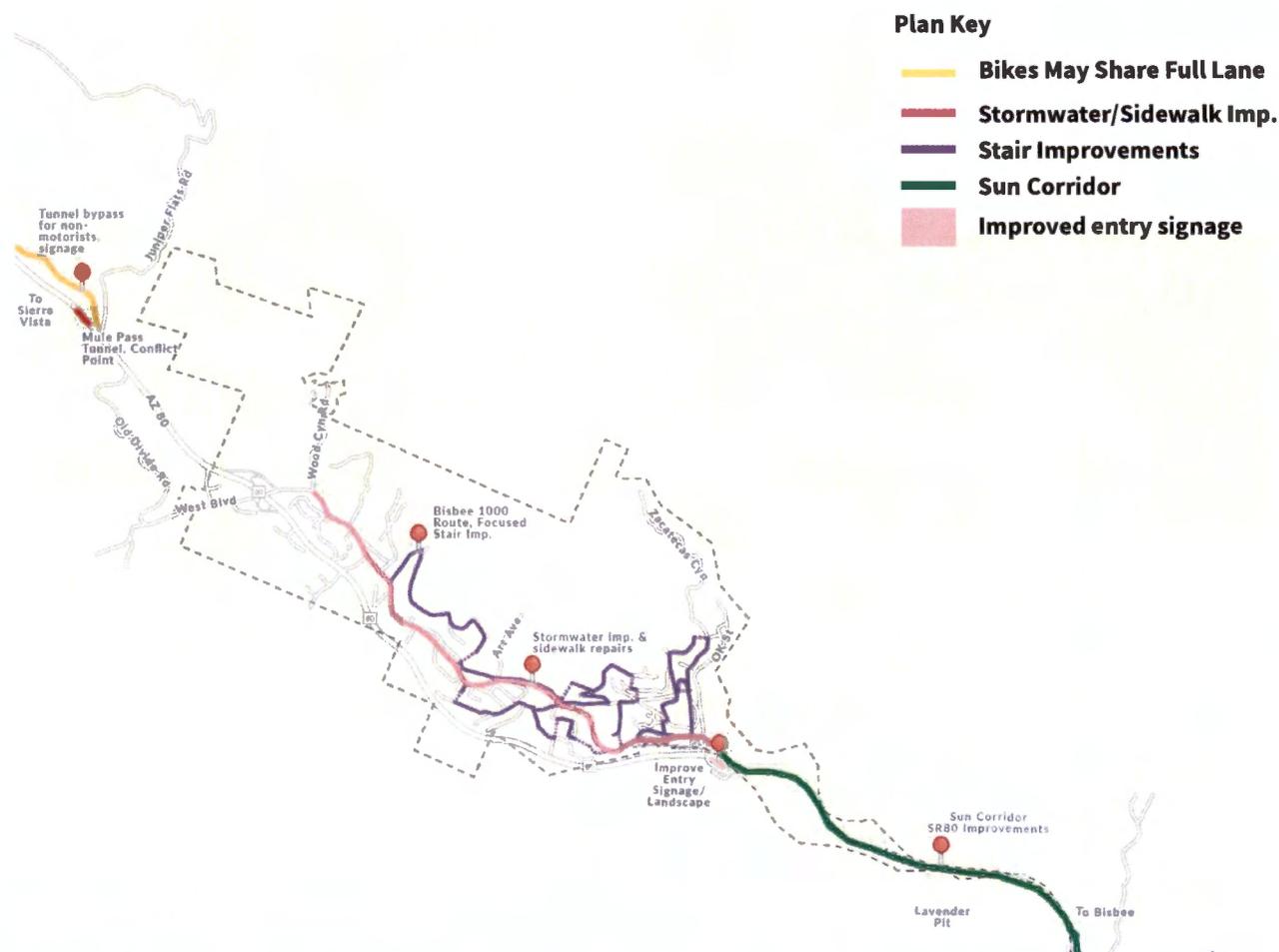
7. Bike parking. There is a need for increased amounts of bike parking in the Warren District. Short-term bike parking should be added within fifty (50) feet of the entrance, in a visible location, of all medical/health, community or senior centers. Bike parking is also needed near popular recreational destinations like Vista Park and the Warren Ball field. Sidewalk racks should be placed in line with existing sidewalk obstructions to maintain a clear line of travel for all sidewalk users. Long-term parking, including lockers and/or protected enclosures are desirable near fixed transit stops and within multifamily residential development.



Black Knob
Stormwater
Improvements

The Old Bisbee District

Figure 21: Old Bisbee Recommendations



1. Maintain/Improve Steps, Guard Rails and Retaining Walls. Bisbee is an old, built-out City with an unusual, non-geometric layout. The stair, guard rail and retaining wall system that serves the City is also old and in need of some deferred maintenance. This system was inventoried within the Comprehensive Transportation Management Plan. The City should establish and prioritize a comprehensive maintenance schedule for this infrastructure, similar to a pavement management system, tied to the general fund.



2. Improve/beautify stormwater treatment within the downtown. The city must maintain and direct stormwater off Tombstone Canyon Road. This road was constructed in a floodplain, like many others constructed during the time. There is a ditch system present in places, consuming right-of-way. To the maximum extent possible, this system should be improved and maintained to make it aesthetically pleasing stream and a part of the overall streetscape while maintaining its functionality directing water off the road. Cleaning of the ditches immediately prior to the monsoon season, as well as more frequent maintenance during the rains, is recommended. Decorative railings are suggested, due to their dual purpose as a low-maintenance safety and aesthetic improvement. Murals along vertical walls could also be considered.



3. Improve Landscape and Signage at the District Entry
Coordinate with the landowner Freeport McMoRan and ADOT to install upgraded landscape and entry signage within the grassed medians, at the southern district entry.



4. The Sun Corridor Trail is largely a rails- to-trails project that will provide regional connectivity between Nevada to southern Arizona. A feasibility study for a multiuse path adjacent to the Lavender Pit on Highway 80 was initiated by the City in November of 2020. Ultimately, that study advocates for the construction of a shared use path along Highway 80. Within the Old Bisbee District, the proposed alignment shifts from railroad easement to placement on Highway 80/ Tombstone Canyon Road. Given the limited right-of-way and sharp grade changes, this will likely require the conversion of one lane of car travel into a non-vehicular multi-use path adjacent to the Lavender Pit. Within Old Bisbee, there is little potential to expand the sidewalk or include a multi-use trail, given the need to retain on-street parking and the canal stormwater system. Consequently, the trail will need to transition from a wide multi-use trail to a more narrow sidewalk along Tombstone Canyon Road within the retail area.

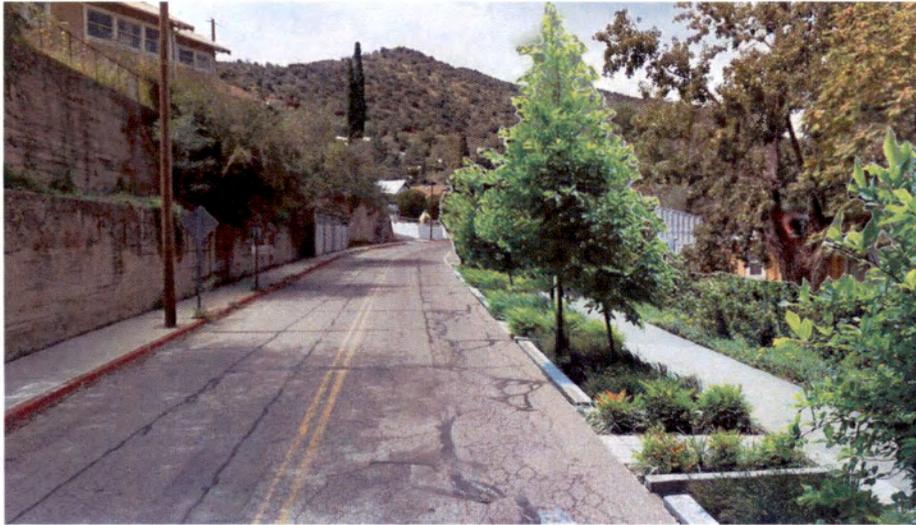


5. Convert parking stalls to bike corrals along Main Street/Tombstone Canyon. Given the limited sidewalk space along Main Street, a more efficient bike parking solution could be the conversion of a limited number of parking stalls to “bike corrals,” which are located in the street area adjacent to the curb. Each corral can accommodate 8-12 bicycles. The photo above is a San Francisco example that includes a geometric mural from artist Kristin Farr. Ideally, bike corrals can make better use of on-street areas that are poorly suited for automobile parking, and/or areas near intersections.



6. Improve non-vehicular bypass to the Mule Pass Tunnel. The Mule Pass Tunnel is currently not a safe bicycle or pedestrian route. There is some consideration of reducing the number of lanes from three to two, to allow additional room for non-vehicular travel through the tunnel along wide shoulders. Unless or until these changes are made, non-vehicular travel should be routed to West Boulevard and Old Divide Road to bypass the tunnel.

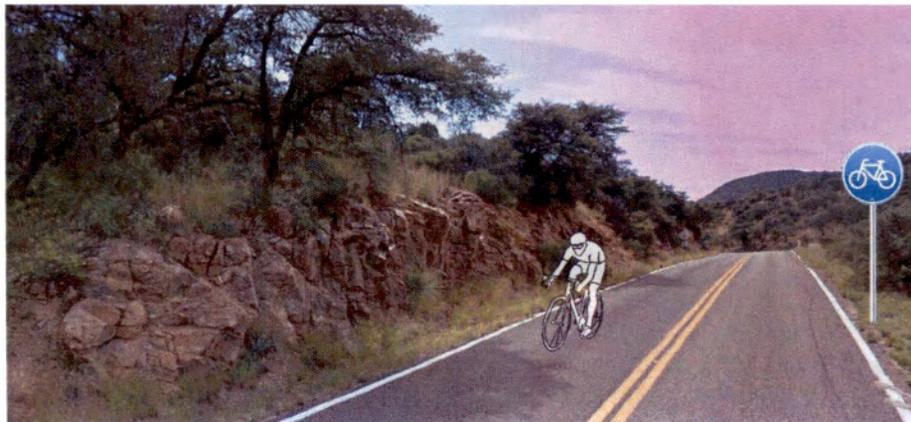
The Old Bisbee District



Tombstone Canyon
Stormwater Enhancements



Gateway Enhancements
Landscape and Signage

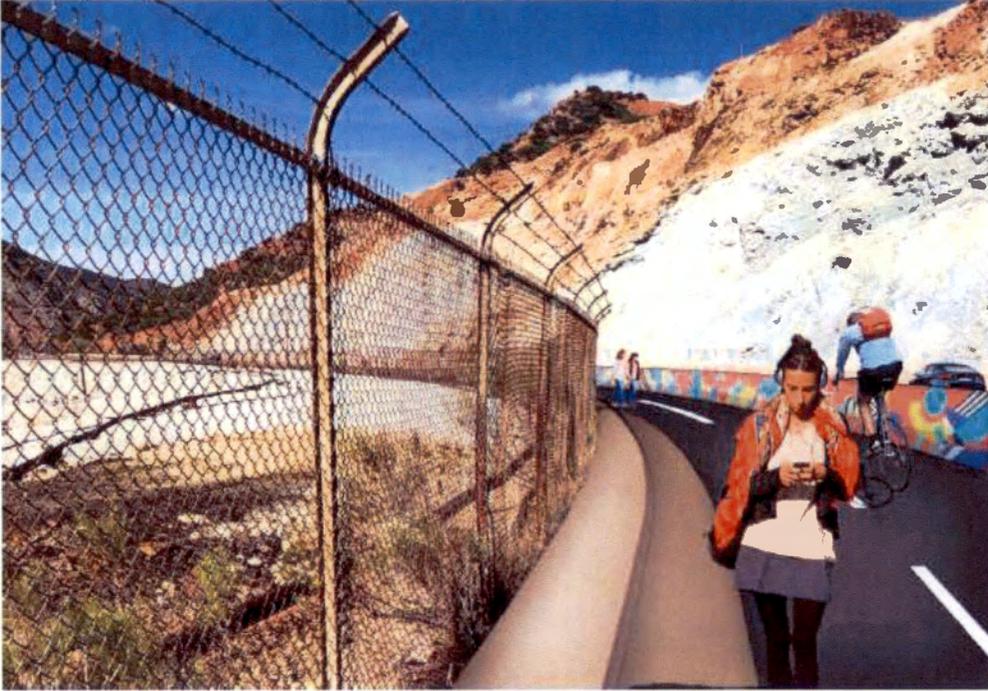


Bike Enhancements
Signage, West Boulevard and
Old Divide Road



SR80 Lavender Pit Multi-Use Path

Paved shoulder	Westbound travel lane	Center turn Lane	Eastbound travel lane	Paved shoulder	Raised barrier	Shared use path
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* Graphic courtesy of Kimley-Horn Engineering

Adoption

This study is a collaborative effort between the City of Bisbee, Cochise County, and the non-profit entity Bisbee Bikeways. This is geographically advantageous because of the proximity between Bisbee and unincorporated Naco. Naco provides a connection between Bisbee and the international border. In addition, recently, efforts to connect these areas via the Sun Corridor trail system planning process have begun in earnest.

From an implementation standpoint, the presence of two jurisdictions, subject to different regulations, decision-makers and budgets, can complicate implementation strategies. In this section of the document, the adoption process of this document and implementation measures are discussed. To the greatest degree possible, this study contemplates using the processes and staffing currently available.

Bisbee Adoption Several previous planning efforts, including this City's General Plan, have referenced the need for an additional study of the multi-modal transportation network. This plan will be adopted as a stand-alone document that should be referenced in future updates to the General Plan. Specifically, it is recommended that the City include Figure 22: Multimodal network within the transportation section of the next update.

County Adoption Portions of this plan that recommend specific projects or upgrades to the Naco Townsite can be added via an staff-initiated amendment to the existing Special Area Plan for Naco. Area plans are included in the Comprehensive Plan and address the future growth of a specific community or region of the County. They offer an opportunity for citizens who live and work in an area to have a voice in the location, type, and intensity of growth in their community. To date, seven community plans have been adopted within the County. In addition, the County should add the proposed location of the proposed Sun Corridor to the transportation section of the County's Comprehensive Plan within the next update.

Policy Implementation

Following adoption, there will be the opportunity to amend the City and County's zoning regulations. The purpose of zoning is to guide the development or redevelopment of land in accordance with the jurisdiction's General Plan/Comprehensive Plan, and to promote the public health, safety and general welfare of the residents. Zoning districts specify permitted land uses, minimum lot sizes, and certain site development standards including bicycle parking, sidewalk installation and setbacks from roadways.

Bisbee Zoning Recommendations:

- Mandate the inclusion of bicycle parking and sidewalk installation within new development.
- Specify additional multi-modal improvements within Master Development Plan districts.

County Zoning Recommendations:

- Amend the zoning regulations to require bicycle parking, sidewalk installation within new developments (within Naco)

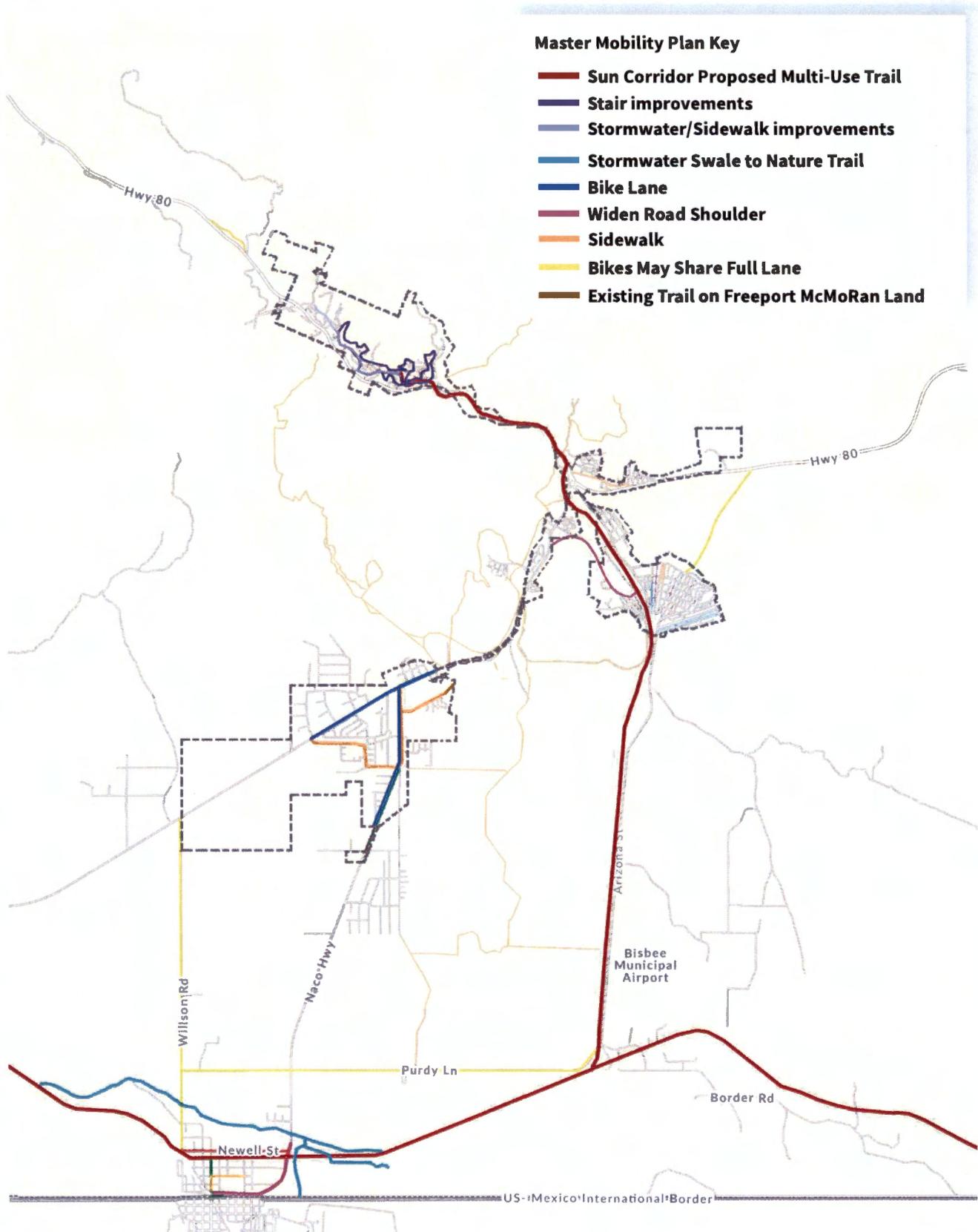
Administrative Recommendations, City and County

- Continue to actively participate in regional efforts to create the Sun Corridor. Consider designating a member of staff and/or a Council liaison to lead these efforts. Also, consider the inclusion and placement of crosswalks to facilitate street crossings near the proposed alignment.
- Continue to collaborate with the Bisbee Bikeways, a local nonprofit entity that spearheaded this effort and continues to be the driving force toward implementation- successfully applying for \$8.5 million in grants that have now been awarded to the City of Bisbee.
- The City/County should continue to coordinate with Freeport McMoran to increase areawide connectivity using a portion of the trails on their property. Currently, the trails indicated in brown on Figure 22, are not available for public use. As the largest private landowner in the study area, Freeport McMoran is a critical stakeholder. If the entity decides to open a portion of their property to the public, the City/County should assist in development of easement agreements on the mine trails, prioritizing segments that increase connectivity between Bisbee districts.
- Include the infrastructure projects specifically referenced within Chapter 5 as future Capital Improvement Projects within the annual budgeting process.
- Consider the adoption of a Complete Streets policy that directs future investment in transportation infrastructure to consider the needs of all users.
- Consider pursuing the Colonia designation for portions of the City to have access to additional CDBG funding.

Transit Recommendations

- Retrofit bike racks on all buses to facilitate inter-modal travel.
- Include bicycle racks at all fixed bus stops.

Figure 22: Multimodal Network



Next Steps

Future Studies

It is not possible to include all relevant studies within one plan. Consequently, the following future plans/studies are recommended:

- Safe-routes-to-school plan
- Stormwater improvement and beautification plan
- City gateway design
- Nature trail sensitive area mapping
- ADA Transition Plan to identify and address ADA deficiencies and implementation schedule
- Program and funding source for regular sweeping of bike lanes, shared roadways, and shared-use paths
- Options for docked and dockless bike share programs within the study area
- Trail feasibility study for the entire network of paths that includes extensive public outreach, detailed alignment analysis, property owner coordination, environmental study, route prioritization and phasing, cost estimating, and preliminary design

The following section provides potential funding sources for both the implementation of projects recommended by this plan as well as future studies.

Funding Sources

City of Bisbee General Fund: The money in the general fund is for the City's primary source for daily operating expenses. It is comprised primarily of local revenues and state tax collection. General fund revenues can be used where a financial match is required for grant requests. In addition, funds can be set aside over several years to build up revenues.

Arizona Highway User Revenue Fund (HURF): The state collects various fees and charges related to the registration and operation of motor vehicles. These fees and charges are deposited into the Arizona Highway User Revenue Fund (HURF) and subsequently distributed to the cities, towns and counties and to the State Highway Fund. These taxes represent a primary source of revenues available to the state for highway construction, improvements and other related expenses. Within Bisbee, HURF funds are used for all costs related to street maintenance and repair.

City of Bisbee Streets Fund: The Streets Fund provides for the operation and maintenance of streets, alleys, sidewalks, stairs, drainage channels, right of ways, and street lighting

throughout the City. The main source of funding for the Streets Fund is the 1% sales tax re-adopted by City residents in November 2022, of which, 50%/0.5% sales tax, is dedicated for use by the street fund. The remaining 50%/0.5% can be reserved to fund the city's Public Safety Personnel Retirement System obligations, as needed.

Community Development Block Grants: Bisbee receives funds from the Small Cities/Rural CDBG program, which is administered by the state, working in conjunction the four rural Councils of Government. In Cochise County, the Southeastern Arizona Governments Organization (SEAGO) is the representative rural Council of Government.

SEAGO Transportation Improvements Program (TIP): SEAGO receives annual federal highway construction and safety funds for the TIP from the federal Surface Transportation Program (STP) and Highway Safety Improvement Program (HSIP). Funds to pay for various transportation improvements are awarded to SEAGO members on a competitive basis.

User Fees: User fees are fees directly assessed to the users of a public facility, like a the city pool, or public service, such as bus service, to partially or totally defray the cost of the service or facility. Often cities choose not to defray the total cost of the facility or service in order to maintain cost-affordable rates, however these rates can be adjusted to keep costs equitable.

Grants

Federal, state, and private grants are available for a wide variety of public transportation projects. However, most grants are competitive and cannot be considered a guaranteed revenue source. In addition, grants may require matching funds from the City. The following are some of the examples of grants the City may wish to pursue to help fund future improvements recommended within this plan:

SEAGO AAA Grants: The SEAGO Area Agency on Aging (AAA) program provides a local structure for addressing the needs and concerns of older persons. Bisbee bus operations are currently funded, in part, by a grant from this agency. The purpose of this grant is to enhance transportation options for older persons.

ADOT 5311 Rural Transportation Program: Annually, the Federal Transit Administration (FTA) allocates federal funds for the Section 5311 grant program. These funds are apportioned to the state on a formula basis, providing funding to support

the administrative, operating and capital costs of public transit services in rural areas. Funds from the 5311 are used to help subsidize the cost of bus service in Bisbee. These funds can be used for both capital and operating costs.

FTA 5310 Enhanced Mobility of Seniors & People with Disabilities Program: This program provides capital funds for vehicles for agencies providing transit service to the elderly and persons with disabilities. The primary target recipients are non-profit agencies and Native American Indian tribes. Local public agencies can apply for these funds if no “willing and able” non-profit agencies are available in a service area. These funds are available to both urban and rural recipients. Funds can be used to cover 90% of vehicle costs, but recipients must fund the costs of operating service.

USDA Rural Business Enterprise Grants: Enterprise grants must be used on projects to benefit small and emerging businesses in rural areas as specified in the grant application. The grant may be used, among other things, to fund various rural transportation improvements.

Innovative Grant from the Legacy Foundation of Southeastern Arizona: Grants are awarded to annually to agencies, organizations and municipalities that submit projects that are aligned with the foundation mission of promoting population health and community wellness.

Strategic Grant from the Legacy Foundation of Southeastern Arizona: Grants are awarded to annually to agencies, organizations and municipalities that submit projects that are aligned with the annual strategic focus of the Legacy Foundation, which could include the types of projects included in this plan.

Land and Water Conservation Fund from Arizona State Parks & Trails: The Land and Water Conservation Fund Act of 1965 (LWCF) was established to assist federal, state, and local governments in the acquisition and/ or development of public outdoor recreation facilities. The program is administered at the federal level by the National Park Service and at the state level by Arizona State Parks (ASPT). Funding for the LWCF program can be used for Park Development and/or renovation as well as land acquisition to serve future outdoor recreation and/or open space.

Motorized and Non-Motorized Trail Project Grant from Arizona State Parks & Trails: Grants are awarded

to annually to agencies, organizations and municipalities for projects related to trail development, trail maintenance, pedestrian uses (hiking, running, ADA-accessibility improvements-trails, signs, education), bicycling, equestrian, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Non-motorized projects, such as routine maintenance on existing trails, tread maintenance, clearing of pathways, drainage improvements, replacing existing fencing, minor reroutes to make trail more sustainable are also eligible.

EPA Brownfield Assessment Grant: In 2019 Cochise County won a \$600,000 Brownfield Assessment grant from the U.S. Environmental Protection Agency to transform underutilized properties from liabilities into assets. The grant is managed by Cochise County and can be used to assess selected properties for their area-wide revitalization potential.

Other

Consider Colonia Designation: Colonias are identifiable communities along the US-Mexico border that have a shortage of safe and decent housing, lack potable water, and have inadequate sewage. In 1990, Congress passed law requiring states that border Mexico to set aside at least 10 percent of their CDBG funds for designated colonias. While there are at least 80 designated colonias in Arizona, there are none in Bisbee. The additional allocation of CDBG funds could be used to fund improvements recommended by this plan.

Development Agreements: State law permits all municipalities, by resolution or ordinance, to enter into development agreements relating to property within its jurisdiction. The agreement may specify that the developer design and construct certain public facilities. It may also include a delivery date of these facilities.

Land Dedication: A dedication is a donation of land from a private property owner to City, often to serve as public right-of-way or an easement. The City may require a dedication for a future planned roadway, for example, as part of a rezoning or conditional use approval. In addition, new subdivisions that fall under the jurisdiction of the City’s Subdivision Regulations are required to dedicate of rights-of-way and easements to serve the proposed subdivision.

Development Exaction: Exactions are negotiated contributions of off-site property or facilities, such as roads and sidewalks, by a developer in return for project approval. Exactions are most commonly used in the case of annexations or large subdivision approval. They are typically negotiated, on a case-by-case basis, for provision of major off-site infrastructure facilities, such as a

Chapter 6: The Master Plan/Adoption

package plant or gravity pump.

Joint-Use Agreements: A joint-use agreement is a formal agreement between two separate government entities, often a school and a city, that establishes terms and conditions for a shared use of public property or facilities. Joint-use agreements can help reduce the lands and facilities needed to provide a variety of recreation and community service functions.

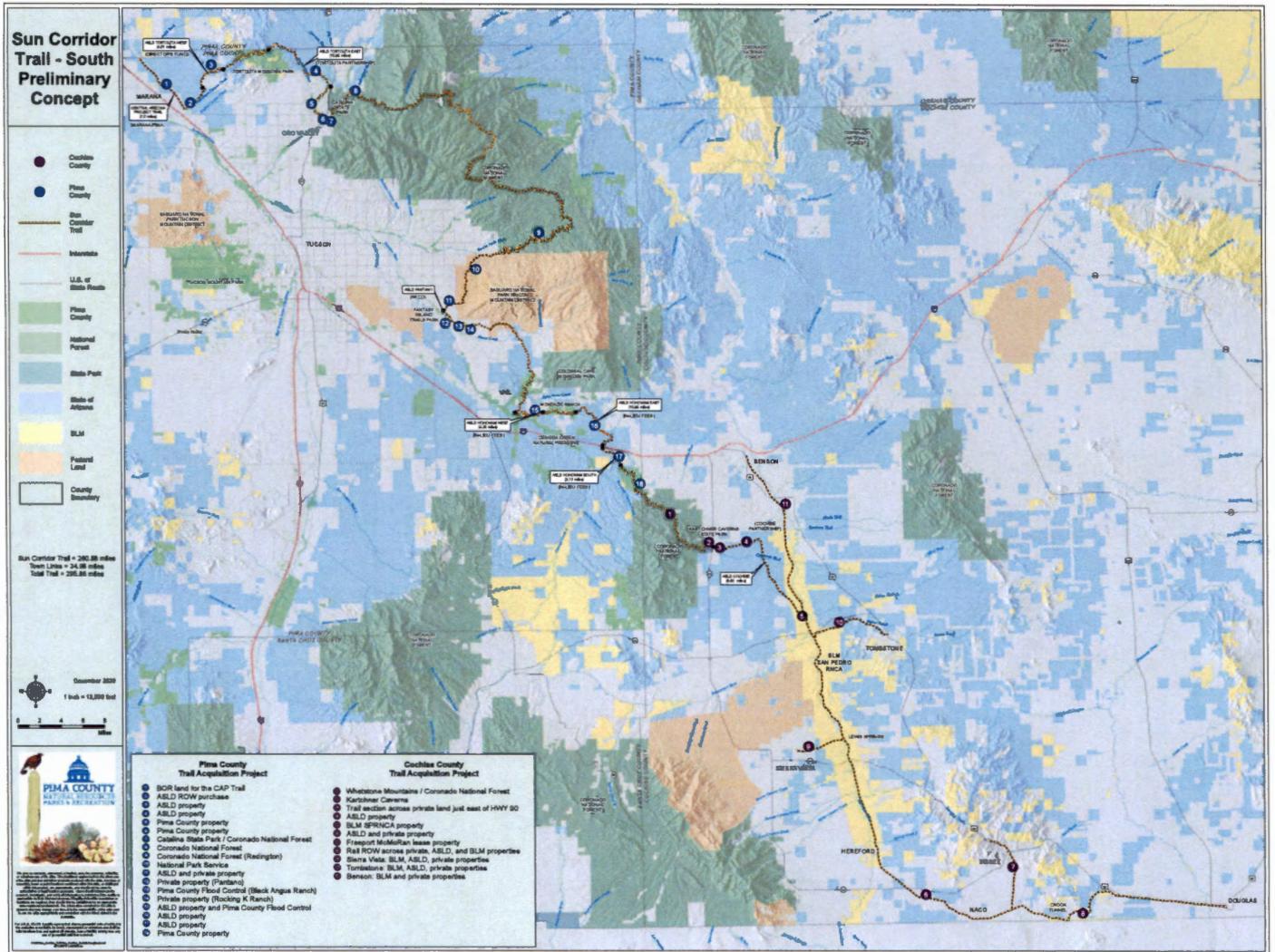
Public-Private Partnerships: Public-private partnerships involve public and private sector cost-sharing for facility construction/maintenance or service provision. In Bisbee, much of the right-of-way is within private easements owned by the mining company, Freeport-McMoRan. Most basically, partnerships must be mutually beneficial to both parties. Ideally, partnerships can reduce overall costs and expedite select City processes and services while maintaining desirable levels of service. Many of the mining trails and rail lines identified in this plan are not in active use by Freeport McMoRan. It would be to the City's and Freeport-McMoRan's benefit to partner in the maintenance of these existing facilities, which could serve as non-vehicular linkages.

Improvement Districts: Improvement districts are created through the agreement with more than 50% of property owners where a special tax is levied to provide capital facilities specifically for that area to be assessed for such improvements. Historically, improvement districts were used to upgrade older areas to modern standards for such actions as installing streetlights, undergrounding utilities, or converting an area from septic tanks to sanitary sewers.

General Obligation Bonds: General obligation bonds are typically used for funding large public facilities that have a measurable City-wide benefit such as the construction of a new community park. The issuance of such a bond requires the voters' approval during a General Election. The City may borrow for up to 20 percent of its secondary assessed value on with an additional 6 percent available for special projects.

Explore establishing a partnership with the State Prison for the establishment of an in-kind labor program for road improvements.

APPENDIX: Sun Corridor Trail South Preliminary Concept



On January 5, 2021 the Cochise County Board of Supervisors voted to approve a Memorandum of Understanding (MOU) supporting the Proposed Sun Corridor Trail, among Arizona State Park and Trails, and the counties of Pima, Cochise, Mohave, Coconino, Maricopa, Pinal and Yavapai. The MOU represents formal support from all the counties through which the proposed Trail will run to the Arizona State Parks and Trails Department.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 5, 2023

Regular Special

DATE ACTION SUBMITTED: September 1, 2023

REGULAR **CONSENT**

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

SUBJECT: **Discussion and Possible approval of the Contract Agreement between the City of Bisbee and Step-Up Bisbee/Naco for the Owner-Occupied Housing Rehabilitation CDBG #134-23.**

FROM: **Melissa Hartman, City Planner**

RECOMMENDATION: **Approve**

PROPOSED MOTION: **I move to approve the contract with Step Up Bisbee/Naco for the Owner-Occupied Housing Rehabilitation CDBG #134-23.**

DISCUSSION:

Bisbee's Owner-Occupied Housing Rehabilitation Program will assist homeowners in the Saginaw Colonias with home repairs up to \$15,000 per residence. Repairs will address health and safety concerns, including but not limited to, inadequate roofing; faulty electrical and/or plumbing; lack of smoke alarms and carbon monoxide detectors; unsafe heating and cooling; and accessibility needs.

The total of this contract is \$90,000 which would cover costs for 6 homes.

The proposed contract for this item is still under review and will be provided to Council as soon as possible.

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: *Ashlee Coronado* *for*
Ashlee Coronado
City Clerk

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